

**NOTICE OF PROPOSED SETTLEMENT**

**IF YOU PURCHASED OR LEASED A  
2013-2014 MODEL YEAR NISSAN PATHFINDER  
OR 2013-2014 MODEL YEAR INFINITI JX35/QX60,  
YOU MAY QUALIFY FOR BENEFITS  
FROM A CLASS ACTION SETTLEMENT**

**You should read this Notice carefully because it may affect your legal rights.**

*A federal court has ordered this Notice. It is not from a lawyer, and you are not being sued.*

- This Settlement resolves a lawsuit about Nissan’s obligations, if any, related to the continuously variable transmission (“CVT”) in the 2013-2014 Nissan Pathfinder and 2013-2014 Infiniti JX35/QX60.
- The Settlement will provide an extension of the terms of the Nissan New Vehicle Limited Warranty for current owners and lessees of 2013-2014 Nissan Pathfinder and 2013-2014 Infiniti JX35/QX60 and Vehicle Purchase Program pricing towards the purchase of a new Nissan or Infiniti vehicle for former owners of 2013-2014 Nissan Pathfinder and 2013-2014 Infiniti JX35/QX60 vehicles.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

**Your Rights and Choices:**

| <b>You may:</b>                                     | <b>Summary:</b>  | <b>Read more:</b> | <b>Deadline:</b>  |
|---|--|-------------------|---|
| <b>Do Nothing</b>                                   | You are included in the class and, if the Settlement is approved, you will receive an extended warranty for the transmission assembly in your vehicle or special pricing on a new Nissan Infiniti vehicle, if you qualify. You may not file a lawsuit for breach of the warranty that may occur in the future without first using the expedited resolution program provided through the BBB. | Page 8            |   |
| <b>Opt out of the Settlement</b>                    | Ask to get out of the Settlement. You get no Settlement benefits, but keep your right to file your own lawsuit, if you want.   | Page 4            | <b>Received postmarked by Settlement Administrator by: May 17, 2017</b> |
| <b>Object</b>                                       | Remain a Settlement Class Member and tell the Court what you do not like about the Settlement.   | Page 5            | <b>Filed by: May 17, 2017</b>   |
| <b>Stay in the class and hire your own attorney</b> | If you want your own attorney to represent you, you must pay for him or her yourself. Your attorney must file a Notice of Appearance.  | Page 7            | <b>Filed by: May 17, 2017</b>   |

***No Settlement benefits will be distributed unless the Court approves the Settlement and it becomes final.***

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## Basic Information

### 1. *What is this lawsuit about?*

In this lawsuit called *Batista, et al. v. Nissan North America, Inc.*, Cause No. 14-cv-24728, a number of individuals on behalf of themselves and all current and former owners and lessees of 2013-2014 model year Nissan Pathfinder and 2013-2014 Infiniti JX35/QX60 vehicles equipped with the FK-\*k2 continuously variable transmission (“CVT”) (“Class Vehicles”), allege that the Class Vehicles have a defective CVT that can lead to transmission vibration or judder. The Plaintiffs brought claims against Nissan for breach of express warranty, breach of implied warranty, unjust enrichment, fraudulent concealment and violation of various State consumer protection statutes. They also sought various injunctive remedies and damages. The people who sued are called the Plaintiffs. The company they sued, Nissan, is called the Defendant.

Nissan has and continues to strongly deny all of Plaintiffs’ claims related to the CVT in their vehicles, denies all allegations of wrongdoing, fault, liability or damage of any kind to Plaintiffs or the Settlement Class (as defined below), denies that it acted improperly or wrongfully in any way, and believes that this litigation is without merit.

### 2. *Why is the lawsuit a class action?*

In a “class action lawsuit,” one or more people called “Class Representatives” sue on behalf of people who might have similar claims. The people together are a “Class” or “Class Members.” The Court preliminarily has decided that this lawsuit can be a class action for settlement purposes. This means that, if the Settlement does not receive final approval by the Court, then Settlement Class Members will not get benefits under this Settlement, and Plaintiffs will need to go back to court to prove their case through trial.

### 3. *Why is there a Settlement?*

While the Plaintiffs believe that their case is meritorious, they have agreed to this Settlement because, if it is approved, it provides benefits to the class, while avoiding significant risks of whether the case could be certified for purposes of a trial or whether the claim could prevail at trial.

Nissan believes the lawsuit has no merit, but nevertheless is willing to enter into this Settlement as a further commitment to its customers, to provide extra peace of mind to its customers, and to end further litigation, which could be protracted, burdensome and expensive.

The Court has not decided who is right or wrong in this lawsuit. This proposed Settlement is not, and should not be considered as, evidence of Nissan’s admission or concession of any fault, wrongdoing or liability whatsoever.

## Who is in the Settlement

### 4. *How do I know if I am part of the Settlement?*

You are a Settlement Class Member and part of the Settlement if you purchased or leased in the United States or its territories, including Puerto Rico, a 2013-2014 model year Nissan Pathfinder or a 2013-2014 model year Infiniti JX35/QX60 equipped with the FK-\*k2 CVT.

Excluded from the Settlement Class are: (1) Nissan North America, Inc. (“NNA”), any entity or division in which NNA has a controlling interest, its/their legal representatives, officers, directors, assigns and successors; (2) any judge to whom this case is assigned and the judge’s clerks and any member of the judge’s immediate family; and (3) fleet and government purchasers and lessees.

## The Settlement Benefits — What You Will Get

### 5. *What are the possible benefits of this Settlement?*

If you are a Settlement Class Member, you could receive one of the following benefits:

- 1) **Extended Warranty.** Nissan will extend the terms of the Nissan New Vehicle Limited Warranty for the transmission assembly (including the valve body and torque converter) in all Class Vehicles by twenty-four (24) months or twenty-four thousand (24,000) miles, whichever occurs first (the “Extended Warranty”). The Extended Warranty will not apply to the Automatic Transmission Control Unit (“ATCU”). Current owners and lessees of Class Vehicles do not have to do anything to obtain the Extended Warranty benefit.
- 2) **Special Pricing on a New Vehicle.** For former owners of Class Vehicles who had two (2) or more CVT replacements or repairs to the transmission assembly, valve body and/or torque converter during their ownership experience, are eligible for pre-negotiated pricing under the Nissan and Infiniti Vehicle Purchase Program (“VPP Pricing”) for a purchase or lease of a single new Nissan or Infiniti vehicle. The election to use the VPP Pricing must be exercised for a lease or purchase on or before March 15, 2018, and the option is not transferable.

### 6. *Am I giving anything up in return for my benefit?*

Unless you get out of the Settlement (which is called “excluding yourself” or “opting out”), you are part of the Settlement Class. By staying part of the Settlement Class, Court orders will apply to you and you will give Nissan, Nissan-related companies and the selling or leasing dealer a “release.” A release means you cannot sue or be part of any other lawsuit against the Defendant or the selling or leasing dealer about the claims or issues in *this* lawsuit ever again. The specific claims and parties you will be releasing are described in paragraphs 28, 29, 77, 80, 81, and 84 of the Settlement Agreement, available at [www.NissanCVTLitigation.com](http://www.NissanCVTLitigation.com).

### 7. *What if I have a claim related to my transmission or the Extended Warranty in the future?*

If, in the future, you have a claim for breach of warranty related to your transmission, that claim is not released as a part of this Settlement. However, any claim or dispute relating in whole or in part to allegations concerning the transmission in a Class Vehicle must first be submitted through the BBB AUTO LINE dispute resolution program which is independently operated by the council of Better Business Bureau, Inc. (“BBB”). No lawsuit may be filed before a decision by the BBB AUTO LINE

## How to Get a Benefit

### 8. *What do I need to do to get the benefits of this Settlement?*

To remain a Settlement Class Member and obtain the Extended Warranty benefit you do not have to do anything.

If you qualify for special pricing on a new vehicle, you will be notified by the Settlement Administrator. To obtain the VPP Pricing for a purchase or lease of a single new Nissan or Infiniti vehicle under the Settlement, qualified individuals must go in to an authorized Nissan or Infiniti dealership and provide your name and government-issued ID and exercise your VPP Pricing benefit on or before March 15, 2018. The VPP Pricing Option is not transferable.

## Your Rights — Getting Out of the Settlement

### 9. *Can I get out of the Settlement?*

You can get out of the Settlement and the class. This is called “excluding yourself” or “opting out.” If you exclude yourself from the Settlement, you will not be entitled to receive the Settlement benefits. However, you will not be bound by any judgment or settlement of this class action lawsuit and will keep your right to sue Nissan independently, if you want.

#### **10. How can I exclude myself from the Settlement?**

To exclude yourself from the Settlement, you must mail the Settlement Administrator a Request for Exclusion that contains the following information:

- (1) The name of the lawsuit: *Batista, et al. v. Nissan North America, Inc.*, Cause No. 14-cv-24728;
- (2) Your full name, current address and telephone number;
- (3) Your vehicle year and model;
- (4) Your vehicle's Vehicle Identification Number (VIN) and, if you still own your vehicle, your mileage as of the date your Request for Exclusion is signed;
- (5) A specific statement of your intent to exclude yourself from the lawsuit (for example, "Please exclude me from the Settlement Class in the CVT Litigation.");
- (6) A specific statement that you do not wish to be a Settlement Class Member and choose to be excluded from any judgment entered pursuant to the Settlement (for example, "I do not wish to be a Settlement Class Member and want to be excluded from the Settlement."); and
- (7) Your signature and the date you signed it.

You must send your Request for Exclusion by first-class United States Mail, postmarked no later than May 17, 2017 to the Settlement Administrator at the address below:

**Nissan CVT Litigation Settlement Administrator**  
P.O. Box 43441, Providence, RI 02940-3441

If you do not follow these procedures and deadlines to exclude yourself from the Settlement, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

### **Your Rights — Objecting to the Settlement**

#### **11. Can I tell the Court I do not like the Settlement?**

If you do not exclude yourself, you can tell the Court you do not like the Settlement or some part of it by filing an objection to the Settlement. Your objection could be to any aspect of the Settlement, payment of attorneys' fees and costs, or for any other reason. If you object to the Settlement but do not exclude yourself, you remain a Settlement Class Member.

#### **12. How can I object to the Settlement?**

If you did not exclude yourself from the Settlement Class, you may object to any aspect of the Settlement. In order to object, you or your attorney must mail a written objection and any supporting papers to: (1) the Court, (2) Class Counsel, and (3) Nissan's counsel. Your objections must contain the following:

- (1) The name of the lawsuit: "*Batista, et al. v. Nissan North America, Inc.*, Cause No. 14-CV-24728";
- (2) Your full name, current address and telephone number;
- (3) Whether, as of the date of the written objection, you currently own or lease or whether you previously owned or leased a 2013-2014 model year Nissan Pathfinder or a 2013-2014 Infiniti JX35/QX60, the specific model year(s) and the approximate date(s) of purchase or lease (for example, "I currently own a 2013 model year Nissan Pathfinder that I purchased in January 2013");
- (4) The Vehicle Identification Number (VIN) of your vehicle(s);
- (5) Current odometer mileage of the vehicle(s) if currently owned or leased;
- (6) Each specific reason for your objection, including the factual and legal grounds for your position;

- (7) A detailed list of any other objections to any class action settlements you have submitted to any court, whether State, Federal, or otherwise, in the United States in the previous five (5) years;
- (8) All evidence and supporting papers (for example, briefs, written evidence, and declarations) that you want the Court to consider in support of your objection;
- (9) Whether you intend to appear at the Fairness Hearing, also known as a Final Approval Hearing, and whether you will be represented by separate counsel;
- (10) A list of all persons, if any, who will be called to testify in support of the objection; and
- (11) Your signature and the date of your signature.

If you, or your separate counsel, wish to appear and be heard orally at the Final Approval Hearing, you must state your desire to appear personally or by your separate counsel in your written objection. However, Settlement Class Members who object to the Settlement are not required to attend the Final Approval Hearing. You must mail your objection to the Court and mail separate copies on Class Counsel and Nissan's counsel by first-class United States Mail, no later than May 17, 2017.

Your objection must be sent by first-class United States Mail to the Court at the following address:

**United States District Court, for the Southern District of Florida, Miami Division**  
***Batista, et al. v. Nissan North America, Inc.,***  
**Cause No. 14-cv-24728**  
**400 N. Miami Ave.,**  
**Miami, Florida 33218**

The copies to be served on Class Counsel and Nissan's counsel must be mailed by first-class United States Mail to the following addresses:

**Class Counsel:**

F. Jerome Tapley  
 CORY WATSON, P.C.  
 2131 Magnolia Avenue  
 Birmingham, Alabama 35205

**Counsel for Nissan:**

E. Paul Cauley, Jr.  
 DRINKER BIDDLE & REATH LLP  
 1717 Main Street, Suite 5400  
 Dallas, Texas 75201

If you do not comply with these procedures or deadline for objection, you will lose your opportunity to have your objections considered at the Final Approval Hearing or otherwise contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

**13. *What is the difference between excluding and objecting? Can I do both?***

Excluding yourself means getting out of the Settlement altogether – you would not be entitled to receive any benefits pursuant to the Settlement or be bound by the terms of the Settlement. Objecting means remaining in the Settlement, but complaining about some part of it you do not like. You cannot do both.

**Your Rights — Appearing at the Hearing**

**14. *Can I appear at the Settlement hearing?***

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Settlement. This is called making an appearance. You can also have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

If you want to appear, or if you want your own lawyer instead of Class Counsel to participate or speak for you in this lawsuit, you must provide written notice in your objection to the Settlement mailed to the Court and mailed to the attorneys listed above in Section 12. You must state in that paper, "I intend to appear at the hearing."

## The Lawyers Representing You

### **15. Do I need to hire my own attorney?**

You do not need to hire an attorney, but can if you want to. You, and the entire class, are already represented by a group of attorneys listed below, who are known as Class Counsel. You do not have to pay for Class Counsel's services. You may contact Class Counsel if you have any questions about this Notice or Settlement, **but please do not contact the Court.**

#### **Class Counsel:**

F. Jerome Tapley  
Ryan Lutz  
Adam W. Pittman  
CORY WATSON, P.C.  
2131 Magnolia Avenue  
Birmingham, Alabama 35205

Lawrence Deutsch  
Jeffrey L. Osterwise  
BERGER & MONTAGUE, P.C.  
1622 Locust Street  
Philadelphia, PA 19103

Jordan L. Lurie  
Robert K. Friedl  
Tarek H. Zhody  
Cody R. Padgett  
CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067

Ronald P. Weil  
Mary Olszewska  
WEIL QUARANTA, P.A.  
200 S. Biscayne Blvd., Suite 900  
Miami, Florida 33131

C. Richard Newsome  
William Ourand  
NEWSOME MELTON, LLP  
201 S. Orange Ave, Suite 1500  
Orlando, Florida 32801

If you decide to hire your own attorney, you will have to pay for his or her services. Your attorney must file an appearance with the Court no later than May 17, 2017 with the Clerk of the Court, and must send a copy by first-class United States Mail, to Class Counsel and Nissan's counsel at the addresses provided above in Section 12, postmarked no later than May 17, 2017.

### **16. How much is Class Counsel being paid?**

Class Counsel will apply to the Court for reasonable attorneys' fees and expenses in an amount up to \$3,750,000.00. Any award of attorneys' fees and costs will be paid by Nissan separately from and in addition to any relief provided to the Settlement Class. Additionally, Class Counsel will apply to the Court for payments of \$5,000.00 each to the Class Representatives for their service to the Class. Any award of payments to the Class Representatives will be paid by Nissan separately from and in addition to any relief provided to the Settlement Class.

## Final Approval of the Settlement

### **17. When will the Settlement become final?**

The Court has preliminarily approved the Settlement provided for in the Settlement Agreement. The Settlement will not take effect unless and until: (1) the Court approves the Settlement after the Final Approval Hearing and (a) a Final Order and Judgment has been entered by the Court and the applicable

period for the appeal of the Final Order and Judgment has expired without any appeals having been filed, or (b) all such appeals have been dismissed; or (2) the appropriate Court of Appeal has entered a final judgment affirming the Final Order and Judgment of the Court, which (a) is no longer subject to any further appellate challenge, or (b) has been affirmed by the United States Supreme Court.

The Court has scheduled a Final Approval Hearing, to be held on June 21, 2017, at 8:30 a.m. Eastern Time, to decide whether certification of the Settlement Class is proper; whether the Settlement is fair, adequate, and reasonable; and whether the Settlement should be finally approved. In addition, the Court will consider Class Counsel's application for an award of attorneys' fees and reimbursement of expenses. The Court is located at the United States District Court for the Southern District of Florida, Miami Division, 301 N. Miami Ave., Miami, Florida 33128. The Final Approval Hearing may be rescheduled to a later time without further notice. You may, but do not have to, attend the Final Approval Hearing(s). After the Court rules on the final approval and the time to appeal has expired, the Settlement will become final.

**18. *What happens if the Settlement is not approved?***

If the Court does not approve the Settlement, Settlement Class Members will not be entitled to receive the Settlement benefits described in this Notice. It will be as if no Settlement had been reached and no class had been established.

**If You Do Nothing**

**19. *What if I do not do anything?***

If you do nothing, you will still be a Settlement Class Member. You will be bound by the terms of the Settlement, which means you cannot bring a lawsuit against Defendants for the same claims at issue in this lawsuit.

**More Information**

**20. *Where can I get more information?***

If you have additional questions regarding this Notice or the Settlement, or if you did not receive Notice in the mail and believe that you may be a member of the Settlement Class, you should contact the Settlement Administrator's dedicated website for this case by visiting [www.NissanCVTLitigation.com](http://www.NissanCVTLitigation.com) or calling 1-855-306-1955 for more information, or you may communicate directly with Class Counsel by contacting:

F. Jerome Tapley  
[jtapley@corywatson.com](mailto:jtapley@corywatson.com)  
CORY WATSON, P.C.  
2131 Magnolia Avenue  
Birmingham, Alabama 35205

This Notice, which has been approved by the Court, is only a summary. If you wish to obtain more detailed information, you may review the Settlement Agreement, which contains the complete terms of the Settlement. The Settlement Agreement, along with the pleadings, records and other papers regarding the lawsuit, are available on the Settlement Administrator's dedicated website for this case ([www.NissanCVTLitigation.com](http://www.NissanCVTLitigation.com)) and are on file with the Court and available to be inspected at any time during regular business hours at the Clerk's Office. The Clerk of the Court is located at:

**United States District Court  
Southern District of Florida  
400 N. Miami Ave.  
Miami, Florida 33218**

**Please do not contact the Court.**

**Date of Notice: March 21, 2017**