

Court File Nos. CV-18-00590402-00CP
S.C.M. 500-06-000907-184

BORIS GROSSMAN and MICHAEL ARNTFIELD

- and -

KARINE LEVY

- and -

**NISSAN CANADA INC. c.o.b. as NISSAN CANADA FINANCE and c.o.b. as INFINITI
FINANCIAL SERVICES CANADA, NISSAN CANADA FINANCIAL SERVICES INC.
SERVICES FINANCIERS NISSAN CANADA INC., and NISSAN NORTH AMERICA,
INC.**

Executed January 2, 2024

RECITALS..... 5

ARTICLE 1 – DEFINITIONS 7

ARTICLE 2 – SETTLEMENT APPROVAL10

2.1 BEST EFFORTS10

2.2 MOTIONS OR APPLICATIONS SEEKING PRE-APPROVAL ORDERS.....10

2.3 MOTIONS OR APPLICATIONS SEEKING APPROVAL ORDERS10

2.4 PRE-APPROVAL CONFIDENTIALITY11

2.5 COSTS11

2.6 ABEYANCE OF PROCEEDINGS11

2.7 EFFECT OF NON-APPROVAL.....11

ARTICLE 3 – OBJECTIONS12

3.1 PROCEDURE FOR OBJECTING OR COMMENTING12

ARTICLE 4 – SETTLEMENT CONSIDERATION12

4.1 PAYMENT OF CAPPED SETTLEMENT FUND TO CLAIMS ADMINISTRATOR.....12

4.2 PAYMENT AND INDEMNIFICATION12

4.3 INDEMNIFICATION FOR DOCUMENTED CLAIMS13

4.4 INDEMNIFICATION FOR UNDOCUMENTED CLAIMS14

4.5 NO OVERLAP14

4.6 CLAIMS PERIOD.....14

4.7 INSUFFICIENT FUNDS.....14

4.8 UNUTILIZED FUNDS14

4.9 PRE-APPROVED DOCUMENTED CLAIMS OF THE PLAINTIFFS14

4.10 PAYMENT OF ADMINISTRATION EXPENSES15

ARTICLE 5 – CLASS COUNSEL FEES15

5.1 CLASS COUNSEL FEES15

5.2 SEVERABILITY OF CLASS COUNSEL’S FEES15

5.3 FONDS D’AIDE AUX ACTIONS COLLECTIVES15

5.4 NO ADDITIONAL AMOUNTS DUE.....16

ARTICLE 6 – NOTICES TO SETTLEMENT CLASS AND ADMINISTRATION16

6.1 PRE-APPROVAL NOTICES16

6.2 APPROVAL NOTICES16
6.3 NOTICE PLAN16
6.4 VERIFICATION OF CLAIMS17
6.5 OTHER DUTIES OF THE CLAIMS ADMINISTRATOR17
6.6 CONFIDENTIALITY18

ARTICLE 7 – RELEASES AND DISMISSALS18

7.1 RELEASE OF THE RELEASEES18
7.2 NO FURTHER CLAIMS18
7.3 DISMISSAL OF THE PROCEEDINGS19
7.4 MATERIAL TERM19

ARTICLE 8 – EFFECT OF SETTLEMENT19

8.1 NO ADMISSION OF LIABILITY OR CONCESSIONS19
8.2 AGREEMENT NOT EVIDENCE OR PRESUMPTION20

ARTICLE 9 – NON-APPROVAL OR TERMINATION20

9.1 RIGHT OF TERMINATION20
9.2 STEPS REQUIRED ON TERMINATION21
9.3 NOTICE OF TERMINATION21
9.4 EFFECT OF TERMINATION21
9.5 SURVIVAL OF PROVISIONS AFTER TERMINATION22
9.6 DISPUTES RELATING TO TERMINATION22
9.7 HANDLING OF CONFIDENTIAL INFORMATION IN THE EVENT OF TERMINATION22

ARTICLE 10 – MISCELLANEOUS22

10.1 ONGOING JURISDICTION22
10.2 GOVERNING LAW22
10.3 ENTIRE AGREEMENT22
10.4 NO WAIVER23
10.5 BINDING EFFECT23
10.6 COUNTERPARTS23
10.7 NEGOTIATED AGREEMENT23
10.8 ENGLISH LANGUAGE23
10.9 TRANSACTION23
10.10 RECITALS AND SCHEDULES24
10.11 AUTHORIZED SIGNATURES24
10.12 NOTICE24

SCHEDULE "A"	26
SCHEDULE "B"	28
SCHEDULE "C"	36
SCHEDULE "D"	47
SCHEDULE "E"	54
SCHEDULE "F"	59

**NISSAN CANADA DATA SECURITY INCIDENT
NATIONAL SETTLEMENT AGREEMENT**

RECITALS

- A. WHEREAS NCI is a corporation incorporated under the laws of Canada that sells and leases motor vehicles and, since April 1, 2019, has provided financing services to customers relating to their purchase and lease of vehicles at Nissan, Mitsubishi (up to July 2022 only) and Infiniti dealerships in Canada, following its amalgamation with Nissan Canada Financial Services Inc.;
- B. WHEREAS NNA is a California corporation that sells and leases motor vehicles in the United States;
- C. WHEREAS on or about December 11, 2017, NCI was the victim of the Data Incident;
- D. WHEREAS NNA asserts that it was not the subject of the Data Incident, its customers' information was not affected by the Data Incident and its customers are therefore not members of the Settlement Class;
- E. WHEREAS Nissan conducted an investigation into the Data Incident, during which it concluded that its systems had not been penetrated by an external attacker and, to the present, is not aware of any evidence of misuse of any data, or that sensitive or financial information was accessed;
- F. WHEREAS commencing on December 21, 2017, Nissan sent notices to approximately 932,000 Canadian customers (including approximately 300,000 in Québec) at their postal addresses and email addresses on file to inform them of the Data Incident, describe Nissan's response and provide free credit monitoring to those customers who opted to receive these services;
- G. WHEREAS on February 12, 2018, the Québec Plaintiff commenced the Québec Action against NCI in respect of the Data Incident alleging that NCI is liable for various damages resulting from the Data Incident;
- H. WHEREAS on September 24, 2018, the Ontario Plaintiffs commenced the Ontario Action against Nissan in respect of the Data Incident alleging that Nissan is liable for various damages resulting from the Data Incident;
- I. WHEREAS by judgment dated September 19, 2019, the Québec Action was authorized as a class proceeding by the Québec Court, as amended by the judgment of the Québec Court of Appeal on April 28, 2021;
- J. WHEREAS by order dated October 29, 2019, the Ontario Action was certified as a class proceeding by the Ontario Court;
- K. WHEREAS the Ontario Court amended the class definition in the Ontario Action by order dated December 23, 2019;
- L. WHEREAS notice of the authorization of the Québec Action was disseminated to the Québec Class Members in October 2021 pursuant to a notice plan approved by the Québec Court;
- M. WHEREAS notice of the certification of the Ontario Action was disseminated to the Ontario Class Members in December 2021 pursuant to a notice plan approved by the Ontario Court;

- N. WHEREAS sixteen (16) Québec Class Members have opted out of the Québec Action and sixty-seven (67) Ontario Class Members have opted out of the Ontario Action;
- O. WHEREAS there has been no determination or finding of any liability or wrongdoing on the part of Nissan in the Proceedings;
- P. WHEREAS Nissan does not admit, through the execution of this Settlement Agreement or otherwise, any allegation of unlawful conduct alleged in the Proceedings, or otherwise, and Nissan maintains that it has good and valid defences to the claims asserted against it;
- Q. WHEREAS the Plaintiffs maintain that the allegations asserted in the Ontario Action and Québec Action are well founded;
- R. WHEREAS the Parties and Class Counsel agree that neither this Settlement Agreement nor any statement made in the negotiation thereof shall be deemed or construed to be an admission by or evidence against Nissan or evidence of the truth of any of the Plaintiffs' allegations against Nissan, which allegations are expressly denied by Nissan;
- S. WHEREAS Nissan is entering into this Settlement Agreement in order to achieve a final and nationwide resolution of all the Released Claims asserted or that could have been asserted against the Releasees by the Plaintiffs and the Settlement Class in the Proceedings, and to avoid further expense, inconvenience and the distraction of protracted litigation;
- T. WHEREAS Counsel for Nissan and Class Counsel have engaged in extensive arm's length settlement discussions and negotiations, including through a protracted mediation process, resulting in this Settlement Agreement;
- U. WHEREAS as a result of these settlement discussions and negotiations, Nissan and the Plaintiffs have entered into this Settlement Agreement, which embodies all of the terms and conditions of the settlement between Nissan and the Plaintiffs, both individually and on behalf of the Settlement Class they represent, subject to approval of the Courts;
- V. WHEREAS the Plaintiffs have reviewed and fully understand the principal terms of this Settlement Agreement and, based on Class Counsels' analyses of the facts and law applicable to the Plaintiffs' claims, having regard to the burdens and expense in prosecuting the Proceedings, including the risks and uncertainties associated with trials and appeals, and having regard to the value of the Settlement Agreement, the Plaintiffs and Class Counsel have concluded that this Settlement Agreement is fair, reasonable and in the best interests of the Plaintiffs and the Settlement Class they represent; and
- W. WHEREAS the approval of both the Ontario Court and the Québec Court is required to approve the Settlement.

NOW THEREFORE in consideration of the covenants, agreements and releases set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

- (1) **“Administration Expenses”** means all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable to the Claims Administrator for the cost of administering this Settlement Agreement, including the costs associated with the Settlement Website and the preparation, translation and publication of the Pre-Approval Notices and Approval Notices, as well as the fees, costs and disbursements of administering and adjudicating the Claims, as detailed at Article 6 and, for the avoidance of doubt, this excludes the Contribution To Class Counsel Fees.
- (2) **“Approval Hearing(s)”** means the hearing(s) to approve the motions or applications brought by the Ontario Plaintiffs and Québec Plaintiff, respectively, for the Courts’ approval of this Settlement Agreement.
- (3) **“Approval Notice(s)”** means the notice of the Approval Order approving the Settlement Agreement published and disseminated to Settlement Class Members, in a form to be approved by the Ontario Court and the Québec Court.
- (4) **“Approval Order(s)”** means the final judgment(s) of the Courts approving this Settlement Agreement in accordance with its terms.
- (5) **“Capped Documented Claims Fund”** means the settlement fund totalling a maximum of \$410,000 that will be settled and paid for by Nissan in satisfaction of any Documented Claims.
- (6) **“Capped Settlement Fund”** means the aggregate of the Capped Documented Claims Fund and the Capped Undocumented Claims Fund.
- (7) **“Capped Undocumented Claims Fund”** means the settlement fund totalling a maximum of \$1,410,000 that will be settled and paid for by Nissan in satisfaction of any Undocumented Claims.
- (8) **“Claim(s)”** means the Document Claims and the Undocumented Claims.
- (9) **“Claims Administrator”** means RicePoint Administration, Inc., or such other administration company that Nissan may retain.
- (10) **“Claim Form”** means the document that Settlement Class Members must complete and submit, along with the required supporting documentation, if applicable, in order to make a Documented Claim or Undocumented Claim, substantially in the form attached as Schedule “B”.
- (11) **“Claims Period”** means, in respect of a Settlement Class Member, one hundred (100) days from the first dissemination of the Approval Notice.
- (12) **“Class Counsel”** means Ontario Counsel and Québec Counsel.
- (13) **“Class Counsel Fees”** means the total amounts as may be approved by the Courts in class counsel fees payable to the Class Counsel in the Proceedings, which, for the purpose of this Settlement Agreement, includes but is not limited to the Contribution To Class Counsel Fees.
- (14) **“Contribution To Class Counsel Fees”** means the all-inclusive sum of \$490,000, which Nissan agrees to contribute to the Class Counsel Fees.

- (15) **"Counsel for Nissan"** means Dentons Canada LLP.
- (16) **"Courts"** means the Ontario Court and Québec Court.
- (17) **"Data Incident"** means the incident occurring on or about December 11, 2017, when Nissan received an anonymous email from an unknown individual claiming to have compromised Nissan's information technology systems and stolen data, and demanding that a ransom in the amount of US\$250,000 be paid in Bitcoin to return the data.
- (18) **"Documented Claim"** means a claim by a Settlement Class Member who has suffered damages, losses, costs and/or unreimbursed expenses that were caused by the Data Incident (including as a result of being informed of the Data Incident in the Québec Action), which claim is supported by reasonable documentary evidence as determined by the Claims Administrator in its discretion, which documentary evidence may, without limiting the generality of the foregoing, include invoices, receipts, financial records or photos. A Documented Claim may be but is not necessarily related to actual fraud or identity theft suffered.
- (19) **"Effective Date"** means the date upon which the Approval Orders have been received from all Courts approving this Settlement Agreement.
- (20) **"Execution Date"** means the date on the cover page, effective as of which the Parties have executed this Settlement Agreement.
- (21) **"Fonds d'aide"** means the *Fonds d'aide aux actions collectives*.
- (22) **"NCI"** means Nissan Canada Inc.
- (23) **"Nissan"** means, collectively, Nissan Canada Inc., Nissan Canada Financial Services Inc. / *Services Financier Nissan Canada Inc.* and Nissan North America, Inc.
- (24) **"NNA"** means Nissan North America, Inc.
- (25) **"Ontario Action"** means the proceeding commenced by the Ontario Plaintiffs before the Ontario Court bearing Court File No. CV-18-00590402-00CP.
- (26) **"Ontario Counsel"** means McKenzie Lake Lawyers, Landy Marr Kats LLP, Du Vernet, Stewart.
- (27) **"Ontario Court"** means the Ontario Superior Court of Justice.
- (28) **"Ontario Plaintiffs"** mean Boris Grossman and Michael Arntfield.
- (29) **"Ontario Class"** means the class in respect of the Ontario Action that is defined in Schedule "A" to this Settlement Agreement.
- (30) **"Ontario Class Member(s)"** means a member of the Ontario Class.
- (31) **"Parties"** means, collectively, Nissan, the Ontario Plaintiffs, the Québec Plaintiff, and the Settlement Class Members.

- (32) **“Person”** means an individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, trustee, executor, beneficiary, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and their heirs, predecessors, successors, representatives, or assignees.
- (33) **“Plaintiffs”** means the Ontario Plaintiffs and Québec Plaintiff.
- (34) **“Pre-Approval Notice”** means, in respect of the Ontario Action and the Québec Action, the forms of notice attached substantially in both short form and long form as Schedule “C” and Schedule “D”, respectively, informing Ontario Class and Québec Class, respectively, of the dates and location of the upcoming Approval Hearing and the process by which a Settlement Class Member may object to this Settlement Agreement.
- (35) **“Pre-Approval Order”** means the orders of the Courts (i) approving the Pre-Approval Notices; (ii) approving a notice plan and ordering the publication and dissemination of the Pre-Approval Notices in accordance with this notice plan, (iii) appointing the Claims Administrator; and (iv) scheduling the Approval Hearings.
- (36) **“Proceedings”** means the Ontario Action and Québec Action.
- (37) **“Québec Action”** means the proceeding commenced by the Québec Plaintiff before the Québec Court bearing Court File No. 500-06-000907-184.
- (38) **“Québec Counsel”** means Lex Group Inc.
- (39) **“Québec Court”** means the Superior Court of Québec.
- (40) **“Québec Plaintiff”** means Karine Levy.
- (41) **“Québec Class”** means the class in respect of the Québec Action that is defined in Schedule “A” to this Settlement Agreement.
- (42) **“Québec Class Members”** means a member of the Québec Class.
- (43) **“Released Claims”** means any and all manner of claims, demands, actions, suits, and causes of action, whether class, individual, representative or otherwise in nature, whether personal or subrogated, and damages of any kind including compensatory, nominal, punitive or other damages, whenever incurred, and liabilities of any nature whatsoever, including for interest, costs, expenses, class administration expenses, penalties, and lawyers' fees (excluding Class Counsel Fees), known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or contingent, and liquidated or unliquidated, in law, under statute or in equity, in this or any other Canadian or foreign jurisdiction (all of the foregoing, collectively, “Claims” or, individually, a “Claim”) that the Releasors, or any of them, ever had, could have had, now have, or hereafter can, shall or may have, relating in any way to any conduct occurring anywhere that is alleged or that could have been alleged in the Proceedings arising from, as a result of or in connection with the Data Incident and/or the notices that Nissan made or failed to make in connection with the Data Incident.

- (44) **"Releasees"** means, jointly and severally, individually and collectively, Nissan and their respective present and former, direct and indirect, parents, subsidiaries, divisions, affiliates, partners, principals, insurers, and all other persons, partnerships or corporations with whom any of the former have been, or are now, affiliated, and all of their respective past, present and future officers, directors, employees, stockholders, shareholders, agents, employed or retained lawyers, trustees, servants and representatives, and the predecessors, successors, purchasers, heirs, executors, administrators and assigns of each of the foregoing.
- (45) **"Releasers"** means, jointly and severally, individually and collectively, the Plaintiffs and the Settlement Class Members who have not opted out and their respective successors, heirs, executors, administrators, trustees and assigns.
- (46) **"Settlement Class"** means all Persons included in the Ontario Class and Québec Class.
- (47) **"Settlement Class Member(s)"** means a member of the Settlement Class.
- (48) **"Settlement Website"** means the website operated and maintained by the Claims Administrator for the purposes of administering this Settlement Agreement, as detailed at Article 6.4.
- (49) **"Undocumented Claim"** means a claim by a Settlement Class Member made without the Settlement Class Member having to provide any documentation or proof of harm but only that they are a Settlement Class Member.

ARTICLE 2 – SETTLEMENT APPROVAL

2.1 Best efforts

The Parties shall use their best efforts to implement this Settlement Agreement and to secure the prompt, complete and final dismissal with prejudice of the Proceedings as against Nissan in the Ontario Action, and to promptly file a notice of settlement out of court in the Québec Action as against Nissan, if required.

2.2 Motions or applications seeking Pre-Approval Orders

- 2.2.1 Subject to Articles 2.2.2 and 2.2.3, the Parties shall bring motions or applications, as necessary before the Ontario Court and Québec Court, respectively, as soon as practicable after the Execution Date, seeking the Pre-Approval Orders.
- 2.2.2 The Ontario Pre-Approval Order described in Article 2.2.1 shall be proposed to the Ontario Court substantially in the form attached as Schedule "E".
- 2.2.3 The Québec Pre-Approval Order as described in Article 2.2.1 shall be proposed to the Québec Court in the form to be finalized as soon as practicable after the Execution Date.

2.3 Motions or applications seeking Approval Orders

- 2.3.1 Within seven (7) days prior to the Approval Hearings, the Ontario Plaintiffs and Québec Plaintiff shall bring motions or applications, as necessary, before the

Ontario Court and Québec Court, respectively, seeking an Approval Order for the approval of the Settlement Agreement.

- 2.3.2 Counsel for Nissan shall review and approve the draft of the motion or application, as necessary, to approve the Settlement Agreement, before it is filed, and Nissan shall consent to said motion and application, according to its conclusions.
- 2.3.3 Approval Order in respect of the Ontario Action shall be proposed to the Ontario Court substantially in the form attached as Schedule "F".
- 2.3.4 The Approval Order in respect of the Québec Action shall be proposed to the Québec Court in the form to be finalized as soon as practicable after the Execution Date.
- 2.3.5 This Settlement Agreement shall only become final on the Effective Date.

2.4 Pre-approval confidentiality

- 2.4.1 Until the first motions and applications required by Article 2.3 are brought before the Courts, the Parties shall keep all of the terms of this Settlement Agreement confidential and shall not disclose them without the prior consent of the opposing Parties, except as required for the purposes of financial reporting, the preparation of financial records (including tax returns and financial statements), as necessary to give effect to the terms of the Settlement Agreement, or as otherwise required by law.
- 2.4.2 Notwithstanding Article 2.4.1, at any time after the Execution Date, Class Counsel may provide a copy of this Settlement Agreement to the Courts and shall notify Nissan that it is doing so.

2.5 Costs

Each Party shall bear their own costs of all court attendances in order to complete this Settlement Agreement.

2.6 Abeyance of proceedings

Until the Parties have obtained the Approval Orders in respect of both the Ontario Action and the Québec Action or this Settlement Agreement is terminated in accordance with its terms, whichever occurs first, the Parties agree to hold in abeyance all other steps in the Ontario Action and the Québec Action.

2.7 Effect of non-approval

- 2.7.1 This Settlement Agreement shall be null and void and of no force or effect unless the Courts have issued the Approval Orders in respect of both the Ontario Action and Québec Action, and the Effective Date has occurred.
- 2.7.2 In the event that either of the Courts does not approve this Settlement Agreement or does not issue the Approval Orders, the Parties shall be restored to the legal

position they were in prior to the execution of the Settlement Agreement and Nissan shall remain responsible for any Administration Expenses incurred in accordance with Article 4.10.

ARTICLE 3 – OBJECTIONS

3.1 Procedure for objecting or commenting

- 3.1.1 Unless otherwise authorized by the Ontario Court or Québec Court, as applicable, any Settlement Class Member who intends to object to or comment on this Settlement Agreement must serve Class Counsel, no later than twenty (20) days prior to the Approval Hearing(s), with a written notice that includes: (a) a heading that refers to either the Ontario Action or the Québec Action (including the relevant court file number); (b) the objector's name, address, telephone number and email address and, if represented by counsel, their name, address, telephone number, fax number, and email address; (c) a statement as to whether the objector intends to appear at the Approval Hearing(s); (d) a declaration that the objector considers themselves to be included in the Ontario Settlement Class or the Québec Settlement Class, as applicable; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs or other documents upon which the objection is based; and (g) the objector's signature.
- 3.1.2 Any Settlement Class Member, or their counsel, who files and serves a written objection as described above may appear at the Approval Hearing(s) at the expense of that Settlement Class Member, to object to or comment on any aspect of this Settlement Agreement.
- 3.1.3 All written objections received by Class Counsel will be copied to Counsel for Nissan and the Ontario Court or Québec Court, as applicable.
- 3.1.4 Unless otherwise authorized by the Ontario Court or Québec Court, as applicable, any Settlement Class Member who fails to comply with the above provisions shall waive and forfeit any and all rights they have to appear separately or object, and shall be bound by the terms of this Settlement Agreement (if approved by the Court) and by all proceedings, orders and judgments in this proceeding.

ARTICLE 4 – SETTLEMENT CONSIDERATION

4.1 Payment of Capped Settlement Fund to Claims Administrator

Within ten (10) business days of the Effective Date, Nissan shall pay to the Claims Administrator the Capped Settlement Fund.

4.2 Payment and Indemnification

- 4.2.1 The indemnities provided for in Articles 4.3 and 4.4 will be paid to Settlement Class Members who send valid and timely Claims to the Claims Administrator.

- 4.2.2 The indemnities payable to Settlement Class Members will be distributed at the end of the Claims Period.
- 4.2.3 The recovery provided for in this Settlement Agreement is an individual recovery for members of the Québec Class.
- 4.2.4 The Parties are in no way liable for any taxes Settlement Class Members may be required to pay as a result of the receipt of settlement benefits. No opinion concerning the tax consequences of the Settlement Agreement to any Settlement Class Members is given or will be given by the Parties or their respective counsel nor is any party or their counsel providing any representation or guarantee respecting the tax consequences of the Settlement Agreement as to any Settlement Class Members. Each Settlement Class Member is responsible for his/her tax reporting and other obligations respecting this Settlement Agreement, if any.
- 4.2.5 The Parties acknowledge that pursuant to the *Regulation respecting the percentage withheld by the Fonds d'aide aux actions collectives*, the Fonds d'aide is entitled to levy an amount equal to two per cent (2%) (for any Claim less than \$2,000), and five per cent (5%) (for any Claim exceeding \$2,000), of the Indemnity payable to a Quebec Settlement Class Member.
- 4.2.6 The Claims Administrator shall withhold two per cent (2%) or five per cent (5%), as applicable, of the amount payable to each Quebec Settlement Class Member, for and on behalf of the Fonds d'aide and shall remit same to the Fonds d'aide within 60 days of the Effective Date.

4.3 Indemnification for Documented Claims

- 4.3.1 Settlement Class Members will be eligible to claim the reimbursement of Documented Claims.
- 4.3.2 Settlement Class Members who submit to the Claims Administrator a Claim Form for a Documented Claim: (i) demonstrating their membership in the Settlement Class; and (ii) providing evidence supporting their claim, will be eligible for the reimbursement of such damages from the Documented Claims Fund following approval by the Claims Administrator (at its discretion), to a maximum of \$2,500 per Settlement Class Member.
- 4.3.3 Documented Claims shall not be approved by the Claims Administrator solely on the basis of a personal declaration, attestation or affidavit of a Settlement Class Member.
- 4.3.4 The total payments to Settlement Class Members for Documented Claims, including the pre-approved Claims of the Plaintiffs, shall not exceed the Capped Documented Claims Fund.

4.4 Indemnification for Undocumented Claims

- 4.4.1 Settlement Class Members who submit to the Claims Administrator a Claim Form for an Undocumented Claim demonstrating their membership in the Settlement Class shall be entitled to a maximum of \$35, following approval by the Claims Administrator (at its discretion).
- 4.4.2 The total payments to Settlement Class Members for Undocumented Claims will not exceed the Capped Undocumented Claims Fund.

4.5 No overlap

For clarity, Settlement Class Members will be entitled to assert either a Documented Claim or an Undocumented Claim, but may not receive payments from both the Documented Claims Fund and the Undocumented Claims Fund.

4.6 Claims Period

Settlement Class Members will be entitled to make a Documented Claim or an Undocumented Claim only within the Claims Period.

4.7 Insufficient funds

If either the Capped Documented Claims Fund or the Capped Undocumented Claims Fund is insufficient to pay all approved Documented Claims or Undocumented Claims, respectively, each approved Claim will be proportionally reduced. Under no circumstance will the Released Parties or Releasing Parties, or their respective counsel, be liable for any shortfall in either the Documented Claims Fund or Undocumented Claims Funds.

4.8 Unutilized funds

If any monies remain in either of the Capped Documented Claims Fund or the Capped Undocumented Claims Fund after deducting Class Counsel Fees and after the payment of all valid Claims, the remaining monies from each fund shall be donated to the Nissan Canada Foundation, to be dispersed at Nissan's sole discretion to those charitable organizations partnering with the Nissan Canada Foundation. The Claims Administrator shall as soon as practicable transfer any such remaining monies to Nissan, in trust for the Nissan Canada Foundation.

For avoidance of doubt, no monies shall under any circumstances be used or transferred from the Capped Documented Claims Fund or the Capped Undocumented Claims Fund to the other for the purposes of satisfying or otherwise dealing with any Claims arising under the other fund.

4.9 Pre-Approved Documented Claims of the Plaintiffs

- 4.9.1 As part of the confidential settlement negotiations leading to the Settlement Agreement, the Parties have agreed that each of the Plaintiffs is pre-approved for a Documented Claim in the amount of \$2,000 (less the 2% levy payable to the Fonds d'aide on Quebec Plaintiff's Documented Claim), without the necessity of having to file a Claim Form or any other documentation.

4.9.2 The pre-approved claims shall be paid by the Claims Administrator from the Documented Claim Fund within thirty (30) days of the Effective Date by way of cheque forwarded to the applicable Class Counsel.

4.10 Payment of Administration Expenses

Nissan shall pay any and all Administration Expenses payable to the Claims Administrator for the costs of administering the settlement, including all notice costs. For avoidance of doubt, the Administration Expenses shall be paid by Nissan over and above the Capped Settlement Fund and the Contribution To Class Counsel Fees, and the Plaintiffs, the Settlement Class Members, and Class Counsel are not responsible to pay for any portion of the Administration Expenses under any circumstances.

ARTICLE 5 – CLASS COUNSEL FEES

5.1 Class Counsel Fees

Class Counsel shall bring a motion or application, as necessary, for approval of the Class Counsel Fees in such quantum as Class Counsel may consider appropriate, contemporaneously with the Approval Hearing(s). In addition to the Capped Settlement Fund and Administration Expenses, Nissan agrees to also pay the Contribution To Class Counsel Fees totalling \$490,000. The Parties, Counsel for Nissan and Class Counsel hereby confirm that they consider the Contribution To Class Counsel Fees to be fair and reasonable in the circumstances of this matter. Nissan shall pay the Contribution To Class Counsel Fees to the Claims Administrator by no later than thirty (30) business days after the Effective Date. Nissan acknowledges that it is not a party to any motion concerning the approval of Class Counsel Fees and will take no position on such a motion or application. Any portion of the Court approved Class Counsel Fees which exceeds the Contribution To Class Counsel Fees shall be payable by the Claims Administrator to Class Counsel from the Capped Undocumented Claims Fund together with the Contribution To Class Counsel Fees, within fifteen (15) business days of the Effective Date.

5.2 Severability of Class Counsel's Fees

While Nissan considers the Contribution To Class Counsel Fees to be fair and reasonable, considering the overall terms and settlement amounts provided herein, the Parties recognize and agree that the provisions under the present Article 5 are severable from the rest of this Settlement Agreement and that should the total requested amount of Class Counsel Fees or the Contribution To Class Counsel Fees provided herein not be approved by the Courts, the Settlement Agreement will nonetheless remain binding on the Parties (if approved by the Courts). For avoidance of doubt, any order in respect of Class Counsel Fees or the Contribution To Class Counsel Fees, or any appeal from any order relating thereto or any modification thereof, shall not operate to terminate or cancel this Settlement Agreement or affect or delay the Settlement of the Proceedings as provided herein.

5.3 Fonds d'aide aux actions collectives

Québec Counsel hereby declares that it did not seek, and therefore did not receive, any financial assistance or funding from the Fonds d'aide relating to the Québec Action.

5.4 No additional amounts due

Nissan shall not be liable for any additional lawyers' fees and expenses of Class Counsel, the Plaintiffs, or Settlement Class Members above and beyond the Contribution To Class Counsel Fees.

ARTICLE 6 – NOTICES TO SETTLEMENT CLASS AND ADMINISTRATION

6.1 Pre-Approval Notices

As soon as practicable after the Pre-Approval Orders have been granted, the Pre-Approval Notices shall be published and disseminated pursuant to the forms and protocols of the notice plan set forth in Article 6.3, to be approved by the Courts in the Pre-Approval Orders.

6.2 Approval Notices

No later than thirty (30) days after the Effective Date, the Approval Notices shall be published and disseminated pursuant to the forms and protocols of notice plan set forth in Article 6.3, to be approved by the Courts in the Approval Orders.

6.3 Notice Plan

The Claims Administrator shall disseminate the Pre-Approval Notices and the Approval Notices, in English and in French, respectively as follows:

- 6.3.1 Directly by email in the proposed short form (in both English and French) (including hyperlinks to the Settlement Website and the proposed long form notice) to: (i) those Settlement Class Members for whom Nissan has an email address on file, at their last known email address; and (ii) any Person who registered on the Settlement Website or on Class Counsels' websites to receive notice. In the case of any soft bounce-backs (in respect of temporarily unavailable email accounts), the Claims Administrator will resend the email one (1) additional time attempting to address the issue-causing the bounce-back. For avoidance of doubt, the Parties agree that the notice plan will not include the dissemination of notices by regular mail as the anticipated cost of such mailings would be approximately \$250,000 and any benefit of disseminating notices in this manner would be far outweighed by this additional cost.
- 6.3.2 Publication of online notices in the proposed short form by way of digital or social media ads, which will be posted in order to attain 500,000 impressions each over a period of thirty (30) days for both the Pre-Approval Notices and the Approval Notices.
- 6.3.3 Publication by the Claims Administrator of a national bilingual press release issued on Canada Newswire which will mirror the contents of the Pre-Approval Notice and, if the Settlement Agreement is approved, a second national bilingual press release on Canada Newswire which will mirror the contents of the Approval Notice.

- 6.3.4 In the proposed long form posted on the Settlement Website and on Class Counsels' websites.

6.4 Verification of Claims

- 6.4.1 The Claims Administrator shall maintain sole and exclusive responsibility for the verification of Claims.
- 6.4.2 The Claims Administrator shall ensure that each Claim Form contains the requisite evidence of a Documented Claim or Undocumented Claim before approving same. The Claims Administrator shall notify by email any Settlement Class Member who submitted a Claim that, in the view of the Claims Administrator, is deficient, providing such Member with thirty (30) days to cure any such deficiency or deficiencies. Following this notice period, the Claims Administrator shall then make a final decision in respect of the admissibility of the Claim and advise such Settlement Class Member accordingly.
- 6.4.3 The Claims Administrator may consult with Class Counsel regarding any Claims received.
- 6.4.4 All decisions of the Claims Administrator shall be final and not appealable in any form before any courts in Canada or in any other country or state. Notwithstanding the foregoing and for the avoidance of any doubt, the Courts retain jurisdiction over the Proceedings and the Settlement Agreement.

6.5 Other duties of the Claims Administrator

The Claims Administrator shall also be responsible for:

- 6.5.1 Arranging and maintaining the Settlement Website following the issuance of the Pre-Approval Orders;
- 6.5.2 Ensuring a copy of this Settlement Agreement (along with Schedules and Notices) can be accessed and downloaded from the Settlement Website;
- 6.5.3 Ensuring a Claim Form, in both French and English, in the same form attached as Schedule "B", can be accessed and downloaded from the Settlement Website and that a Settlement Class Member may submit a Claim online directly on the Settlement Website;
- 6.5.4 Providing a copy of the Pre-Approval Notices, Approval Notices, Claim Form, and Settlement Agreement and Schedules to any Settlement Class Member making such request and responding to all questions or concerns of Settlement Class Members, either in writing and/or over the telephone, in English or French;
- 6.5.5 Establishing and managing a toll-free bilingual hotline for Settlement Class Members;
- 6.5.6 Issuing payment from the balance of the Capped Settlement Fund, if any and if required, to the Fonds d'aide and/or the Nissan Canada Foundation; and

- 6.5.7 Preparing and issuing the final detailed administration and publication report(s) and filing same with the Courts, as applicable, with copies sent to Class Counsel, the Fonds d'aide, and Counsel for Nissan.

6.6 Confidentiality

The Claims Administrator shall:

- 6.6.1 Use personal information acquired as a result of this Settlement Agreement solely for purposes of administering Claims under this Settlement Agreement; and
- 6.6.2 Following the completion of the Claims Period, destroy all personal information obtained in connection with the Settlement Agreement in a manner that will ensure that such information cannot be obtained by unauthorized persons.

ARTICLE 7-- RELEASES AND DISMISSALS

7.1 Release of the Releasees

- 7.1.1 Upon the Effective Date, in consideration for the payment of the Capped Settlement Fund, the Contribution To Class Counsel Fees, the Administration Expenses, and for other valuable consideration set forth in this Settlement Agreement, the Releasors forever and absolutely release, relinquish and discharge the Releasees from the Released Claims that any of them, whether directly, indirectly, derivatively, or in any other capacity, ever had, now have, or hereafter can, shall, or may have, excepting the obligations created by this Settlement Agreement.
- 7.1.2 The Plaintiffs acknowledge that they or any Settlement Class Member may hereafter discover facts in addition to, or different from, those facts which they know or believe to be true regarding the subject matter of the Settlement Agreement, but it is their intention to release fully, finally and forever all Released Claims and, in furtherance of such intention, this Agreement and that release shall be and remain in effect notwithstanding the discovery or existence of new or different facts.

7.2 No further claims

- 7.2.1 Upon the Effective Date or thereafter, the Releasors and Class Counsel shall not institute, continue, provide assistance for or maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim or demand against any Releasee, or against any other Person who may claim contribution or indemnity or other claims over relief from any Releasee, in respect of any Released Claim, as the case may be. It is agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section, instituted by a Releasor or by Class Counsel.

7.3 Dismissal of the Proceedings

Upon the Effective Date:

- 7.3.1 The Ontario Action shall be dismissed, with prejudice and without costs, as against Nissan.
- 7.3.2 Each member of the Ontario Class shall be deemed to irrevocably consent to the dismissal, without costs, with prejudice and without reservation, of his, her or its action against the Releasees.
- 7.3.3 The Québec Action shall be settled, without costs as against Nissan and Québec Plaintiff and Nissan shall sign and file a notice of settlement out of Court in the Québec Court, if required.
- 7.3.4 Each member of the Québec Class shall be deemed to irrevocably consent to the filing of a notice of settlement out of Court, without costs, with prejudice and without reservation, of the Québec Action.

7.4 Material term

Without in any way limiting the ability of the Parties to assert that other terms in this Settlement Agreement are material terms, the releases and reservation of rights contemplated in this Article 7 shall be considered a material term of the Settlement Agreement and the failure of the Court to approve the releases and/or reservation of rights contemplated herein shall give rise to a right of termination pursuant to Article 9 of this Settlement Agreement.

ARTICLE 8 – EFFECT OF SETTLEMENT

8.1 No admission of liability or concessions

- 8.1.1 The Plaintiffs and Nissan expressly reserve all of their respective rights if the Settlement is not approved, is terminated or otherwise fails to take effect for any reason.
- 8.1.2 This Settlement Agreement, whether or not it is implemented, anything contained in it, any and all negotiations, discussions, documents, and communications associated with this Settlement Agreement, and any action taken to implement this Settlement Agreement, shall not be deemed, construed, or interpreted to be (a) an admission or concession by Nissan of any fact, fault, omission, wrongdoing or liability, or of the truth of any of the claims or allegations made or which could have been made against Nissan in the Ontario or Québec Actions, or of the application of any of the pleaded statutes to any of the claims made in the Ontario or Québec Actions, or of the entitlement of any Settlement Class Member to compensation or payment for any of the losses and damages alleged in the Ontario or Québec Actions; or (b) an admission or concession by the Plaintiffs, Class Counsel or the Settlement Class of any weakness in the claims of the Plaintiffs and the Settlement Class, or that the consideration to be given hereunder represents the amount that

could or would have been recovered from Nissan after the trial of the Ontario and/or Québec Actions.

8.2 Agreement not evidence or presumption

This Settlement Agreement, whether or not it is implemented, and anything contained herein, and any and all negotiations, discussions, documents, communications, and proceedings associated with this Settlement Agreement, shall not be referred to, offered as evidence or received in evidence in any pending or future civil, quasi-criminal, criminal or administrative action or disciplinary investigation or proceeding brought by any person or government entity or quasi-government Commission in any jurisdiction:

- 8.2.1 against Nissan as evidence, or a presumption of a concession or admission of anything; or
- 8.2.2 against the Plaintiffs, Class Counsel, or the Settlement Class, as evidence, or a presumption, of a concession or admission (i) of any weakness in the claims of the Plaintiffs and the Settlement Class; or (ii) that the consideration to be given hereunder represented the amount that could or would have been recovered from Nissan after trial of the Ontario and/or Québec Actions.

ARTICLE 9 – NON-APPROVAL OR TERMINATION

9.1 Right of Termination

- 9.1.1 In the event that:
 - (a) any Court declines to approve this Settlement Agreement or any material part hereof;
 - (b) any Court issues an order approving this Settlement Agreement that is materially inconsistent with the terms of the Settlement Agreement; or
 - (c) any order approving this Settlement Agreement is reversed on appeal and the reversal becomes a Final Order,

the Plaintiffs or Nissan shall each have the right to terminate this Settlement Agreement by delivering a written notice within ten (10) days following an event described above, subject to the Parties using best efforts and good faith to attempt to resolve any issues in furtherance of resolution of the Proceedings on such modified terms as may be required to obtain the Court's approval, except that Nissan shall have no obligation to negotiate any increase to the consideration provided for by this Settlement Agreement at Article 4 or to the Contribution to Class Counsel Fees at Article 5.

- 9.1.2 Any order, ruling or determination made or rejected by a Court with respect to Class Counsel Fees shall not be deemed to be a material modification of all, or a part, of this Settlement Agreement and shall not provide a basis for the termination of this Settlement Agreement.

- 9.1.3 Except as provided for in Article 9.5, if the Plaintiffs or Nissan exercise the right to terminate, the Settlement Agreement shall be null and void and have no further force or effect, and shall not be binding on the Parties, and shall not be used as evidence or otherwise in any litigation or in any other way for any reason.

9.2 Steps Required on Termination

If this Settlement Agreement is terminated after the Court has heard or decided any motion or application in the settlement approval process, either Nissan or the Plaintiffs shall, as soon as reasonably practicable after termination, on notice to the other Parties, bring a motion or application, as necessary, for an order:

- 9.2.1 declaring this Settlement Agreement null and void and of no force or effect except for the provisions listed in Article 9.5;
- 9.2.2 setting aside and declaring null and void and of no force or effect, all prior orders or judgments sought from and entered by the Courts in accordance with the terms of this Settlement Agreement; and
- 9.2.3 to obtain directions about any further notice to be provided to the Settlement Class about the termination of the Settlement Agreement, and the costs of any such notice shall be split evenly between the Plaintiffs and Nissan.

9.3 Notice of Termination

- 9.3.1 If this Settlement Agreement is terminated, a notice of the termination will be given to the Settlement Class Members, the form and content of which notice is to be agreed upon by the Parties or as ordered by the Court, at an expense evenly split between the Plaintiffs and Nissan or as ordered by the Court.
- 9.3.2 The notice of termination, if necessary, shall be disseminated in a manner agreed upon by the Parties or as ordered by the Court.

9.4 Effect of Termination

In the event this Settlement Agreement is terminated in accordance with its terms:

- 9.4.1 the Parties will be restored to their respective positions prior to the execution of this Settlement Agreement, except as expressly provided for herein;
- 9.4.2 the Claims Administrator will, within thirty (30) days of the written notice pursuant to Article 9.3, return to Nissan all funds paid to the Claims Administrator, after deducting any and all Administration Expenses incurred or payable, including any and all notice costs;
- 9.4.3 the Parties will cooperate in seeking to have all prior orders or judgments sought from and entered by the Court, in accordance with the terms of this Settlement Agreement, set aside and declared null and void and of no force or effect, and any Party shall be estopped from asserting otherwise;

9.4.4 this Settlement Agreement will have no further force or effect and no effect on the rights of the Parties except as specifically provided for herein; and

9.4.5 this Settlement Agreement will not be introduced into evidence or otherwise referred to in any litigation against Nissan.

9.5 Survival of Provisions After Termination

If this Settlement Agreement is terminated or otherwise fails to take effect for any reason, the provisions of Articles 2.4, 2.7, 6.6, 8.1, 8.2, 9.2, 9.3, 9.4, 9.6 and 9.7 shall survive and remain in full force and effect

9.6 Disputes Relating to Termination

If there is a dispute about the termination of this Settlement Agreement, the Courts may determine such dispute on a motion or application made by any Party on notice to every other Party.

9.7 Handling of Confidential Information in the Event of Termination

In the event of a valid termination, it is understood and agreed that all documents and information exchanged by the Parties during the settlement process are subject to settlement privilege, except to the extent that the documents or information were, are or otherwise become publicly available.

ARTICLE 10 – MISCELLANEOUS

10.1 Ongoing Jurisdiction

Each of the Courts shall retain exclusive jurisdiction over the actions commenced in its jurisdiction and the Parties thereto. The Parties agree that no Court shall make any order or give any direction in respect of any matter of shared jurisdiction unless that order or direction is conditional upon a complementary order or direction being made or given by the other Court with which it shares jurisdiction over that matter.

10.2 Governing Law

This Settlement Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Notwithstanding the foregoing, for matters relating specifically to the Québec Action, the Québec Court shall apply the law of the Province of Québec and the laws of Canada applicable therein.

10.3 Entire Agreement

This Settlement Agreement constitutes the entire agreement among the Parties, and supersedes all prior and contemporaneous understandings, undertakings, negotiations, representations, promises, agreements, agreements in principle and memoranda of understanding in connection herewith. None of the Parties will be bound by any prior obligations, conditions or representations with respect to the subject matter of this Settlement Agreement, unless expressly incorporated herein.

10.4 No waiver

Any failure by any Party to demand adherence to, or seek enforcement of, a deadline applicable to any obligation herein shall in no way constitute a waiver of said obligation or deadline. No waiver of any provision of this Settlement Agreement shall be binding unless consented to in writing by the Parties. No waiver of any provision of this Settlement Agreement will constitute a waiver of any other provision.

10.5 Binding Effect

This Settlement Agreement shall be binding upon, and enure to the benefit of the Plaintiffs, the Settlement Class Members, Nissan, the Releasors, the Releasees and all of their respective heirs, successors and assigns. Without limiting the generality of the foregoing, each and every covenant and agreement made by the Plaintiffs shall be binding upon all Releasors and every covenant and agreement made by Nissan shall be binding upon all of the Releasees.

10.6 Counterparts

This Settlement Agreement may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or electronic signature shall be deemed an original signature for purposes of executing this Settlement Agreement.

10.7 Negotiated Agreement

This Settlement Agreement has been the subject of negotiations and discussions among the undersigned, each of which has been represented and advised by competent counsel, so that any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Settlement Agreement shall have no force and effect. The Parties further agree that the language contained in or not contained in previous drafts of this Settlement Agreement, or any agreement in principle, shall have no bearing upon the proper interpretation of this Settlement Agreement.

10.8 English Language

The Parties acknowledge that they have required and consented that this Settlement Agreement and all related documents be prepared in English; *les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais*. A French translation of the Settlement Agreement shall be prepared as expeditiously as possible by Counsel for Nissan. In the event of any dispute as to the interpretation or application of this Settlement Agreement, only the English version shall govern.

10.9 Transaction

This Settlement Agreement constitutes a class transaction in accordance with Article 590 of the *Code of Civil Procedure* and Articles 2631 and following of the *Civil Code of Québec*, and the Parties are hereby renouncing any errors of fact, of law, and/or of calculation.

10.10 Recitals and Schedules

The recitals to this Settlement Agreement, and the schedules attached hereto, both form part of this Settlement Agreement.

10.11 Authorized Signatures

Each of the undersigned Parties represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement on behalf of the Parties identified above their respective signatures and their law firms.

10.12 Notice

Where this Settlement Agreement requires a Party to provide notice or any other communication or document to another, such notice, communication or document shall be provided by email, facsimile or letter by overnight delivery to the representatives for the Party to whom notice is being provided, as identified below:

FOR THE PLAINTIFFS AND CLASS COUNSEL

McKenzie Lake Lawyers

c/o Matthew Baer
Suite 1800, 140 Fullarton Street
London, ON N6A 5P2

Tel: (519) 667-2646

E-mail: matt.baer@mckenzielake.com

Landy Marr Kats LLP

c/o Vadim Kats
2 Sheppard Avenue East
Suite 1900 (Sheppard Centre)
Toronto, ON M2N 5Y7

Tel.: (416) 221-9343 ext. 228

E-mail: ykats@lmklawyers.com

Du Vernet, Stewart

c/o Christopher Du Vernet
1392 Hurontario St.
Mississauga, ON L5G 3H4

Tel: (416) 231-1668

E-mail: duvernet@duvernet.ca

Lex Group, Inc.

c/o David Assor
4101 Sherbrooke St. West
Westmount, QC H3Z 1A7

Tel: (514) 451-5500 #101

E-mail: davidassor@lexgroup.ca

FOR NISSAN

DENTONS CANADA LLP

c/o Michael Schafler and Margaret Weltrowska
77 King Street West Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Tel: (416) 863-4457/
(514) 878-5841

E-mail: michael.schafler@dentons.com and
margaret.weltrowska@dentons.com

Boris Grossman, by his counsel

Name of Authorized Signatory:

Vadim Kats

Signature of Authorized Signatory:

DocuSigned by:
Vadim Kats
02D0CF84115048B
Landy Marr Kats LLP
Ontario Counsel

Michael Arntfield, by his counsel

Name of Authorized Signatory:

Emily Assini

Signature of Authorized Signatory:

DocuSigned by:
Emily Assini
01738C98EABF495
McKenzie Lake Lawyers
Ontario Counsel

Karine Levy, by her counsel

Name of Authorized Signatory:

David Assor

Signature of Authorized Signatory:

DocuSigned by:
David Assor
673ED0C0DB004E6...
Lex Group Inc.
Québec Counsel

Du Vernet, Stewart

Name of Authorized Signatory:

Carlin McGoogan

Signature of Authorized Signatory:

DocuSigned by:

B4688CA1C12218C...
Du Vernet, Stewart
Ontario Counsel

Nissan Canada Inc., Nissan North America, Inc.

Name of Authorized Signatory:

Basit Siddiqi

Signature of Authorized Signatory:
(I have authority to bind Nissan Canada Inc. and Nissan North America, Inc.)

DocuSigned by:

79ECD07249F4477...

Counsel for Nissan

Name of Authorized Signatory:

Margaret weltrowska

Signature of Authorized Signatory:

DocuSigned by:

54D88B217CD04F3...
Dentons Canada LLP
Counsel for Nissan

SCHEDULE "A"**PROCEEDINGS**

Proceeding	Plaintiff(s)	Defendants	Settlement Class
Ontario Superior Court of Justice Court File No. CV-18-00590402-00CP (the " Ontario Action ")	Boris Grossman, Michael Arntfield	Nissan Canada Inc., Nissan North America, Inc	All persons residing in Canada, including their estates, executors or personal representatives but excluding persons resident in Quebec, who had active leases or loans with Nissan Canada Inc. or Nissan Canada Financial Services Inc. Services Financiers Nissan Canada Inc. in the period from December 22, 2016 to January 12, 2017.
Superior Court of Quebec (District of Montreal), Court File 500-06-000907-184 (the " Québec Action ")	Karine Levy	Nissan Canada Inc.	All persons in Québec: (i) whose personal or financial information held by Nissan Canada was compromised in a data breach of which Respondent was advised by the perpetrators by email on December 11, 2017, or (ii) who received a letter from Nissan Canada on or about January 2018 informing them of such data breach.

SCHEDULE “B”

NISSAN CANADA DATA SECURITY INCIDENT CLASS ACTION SETTLEMENT:
CLAIM FORM
Private & Confidential

Please read this Claim Form carefully and complete it in full. Failure to fully complete this Claim Form and/or sign it will result in your Claim being rejected. Once completed and signed, submit this Claim Form to the Claims Administrator postmarked on or before **deadline to submit a Claim Form [100 days from receiving the Approval Notice]**. Please mail your completed Claim Form to the address below.

[Claims Administrator Address]

You may submit your claim online by completing the form available at **[case website]**.

This Claim Form is for Settlement Class Members who wish to claim indemnification under the Settlement Agreement dated **[execution date]** relating to the Nissan Data Security Incident.

“**Data Security Incident**” means the incident occurring on or about December 11, 2017, when Nissan received an anonymous email from an unknown individual claiming to have compromised Nissan’s information technology systems and stolen data, and demanding that a ransom in the amount of US\$250,000 be paid in Bitcoin to return the data.

“**Settlement Class Members**” means all persons included in the Ontario Class and the Quebec Class, as defined below.

Proceeding	Plaintiff(s)	Defendants	Settlement Class
Ontario Superior Court of Justice Court File No. CV-18-00590402-00CP (the “ Ontario Action ”)	Grossman, Arntfield	Nissan Canada Inc., Nissan North America, Inc	All persons residing in Canada, including their estates, executors or personal representatives but excluding persons resident in Quebec, who had active leases or loans with Nissan Canada Inc. or Nissan Canada Financial Services Inc. Services Financiers Nissan Canada Inc. in the period from December 22, 2016 to January 12, 2017.
Québec Superior Court (District of Montreal), Court File 500-06-000907-184 (the “ Québec Action ”)	Levy	Nissan Canada Inc.	All persons in Québec: (i) whose personal or financial information held by Nissan Canada was compromised in a data breach of which Respondent was advised by the perpetrators by email on December 11, 2017, or (ii) who received a letter from Nissan Canada on or about January 2018 informing them of such data breach.

CATEGORY OF CLAIMS:

A **Documented Claim** means a claim by a Settlement Class Member who has suffered damages, losses, costs and/or unreimbursed expenses that were caused by the Data Security Incident (including as a result of being informed of the Data Security Incident in the Québec Action), which

claim is supported by reasonable documentary evidence as determined by the Claims Administrator, in its discretion. This documentary evidence may include invoices, receipts, financial records or photos. A Documented Claim may be but is not necessarily related to actual fraud or identity theft suffered.

An **Undocumented Claim** means a claim by a Settlement Class Member made without the Settlement Class Member having to provide any documentation or proof of harm but only that they are a Settlement Class Member.

If you are submitting a Documented Claim, you **must** provide responses to the questions in Sections 5 and 6 below.

Settlement Class Members are not eligible to receive payment for both a Documented Claim and an Undocumented Claim (i.e., Settlement Class Members will be entitled only to submit either a Documented Claim or an Undocumented Claim).

Check **one** of the boxes below to indicate whether you are submitting a Documented Claim or an Undocumented Claim.

- Documented Claim
- Undocumented Claim

1. Claimant Identification

Provide the following information about the person submitting this Claim for compensation, or, if applicable, on whose behalf you are submitting this Claim:

First Name:		Middle Initial:
Last Name:		
Prior Last Name(s) (if applicable):		
Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Phone Number:		Email Address:
Date of Birth (dd/mm/yyyy):		

Your eligibility in the settlement will be confirmed based on information that is contemporaneous to the Data Security Incident. If you had a different mailing address, or email address at any time from December 2016 to December 2017, please provide this information below:

	#1 Alternate Contact Information in 2016/2017	#2 Alternate Contact Information in 2016/2017	#3 Alternate Contact Information in 2016/2017
Street Address			
City, Province			
Postal Code			
Email Address			

2. Representative Identification (if you are submitting this Claim on behalf of a Settlement Class Member who is deceased or for another reason)

If you are submitting this Claim as a representative on behalf of a Settlement Class Member, provide the following personal identification information **and attach a copy of the Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing your authority to act on this person's behalf:**

YOU ARE SUBMITTING THIS CLAIM ON BEHALF OF SOMEONE WHO IS:		
<input type="checkbox"/> DECEASED <input type="checkbox"/> OTHER REASON (Identify):		
Representative's Full Name:		
Representative's Relationship to Claimant:		
Representative's Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Representative's Phone Number:		Representative's Email Address:

Representative's Law Firm Name (if applicable):

3. Legal Counsel Identification (if applicable)

This section is to be completed only if a lawyer is representing the Claimant. Please note that if you complete Section 3 below, all correspondence will be sent to your lawyer, who must notify the Claims Administrator of any change in mailing address. If you change lawyers, you must notify the Claims Administrator in writing of the new information.

Law Firm Name:		
Lawyer's Full Name:		
Street Address:		Suite Number:
City:	Province/Territory:	Postal Code:
Phone Number:		Email Address:
Law Society / Barreau Number:		

4. Information Regarding Membership in the Settlement Class

Check one or all of the following boxes that apply to you to confirm whether you are a Settlement Class Member under the Ontario Action or the Quebec Action.

- I reside in Québec and had an active lease or loan with Nissan Canada Inc. or Nissan Canada Financial Services / Services Financiers Nissan Canada Inc. between December 22, 2016 and January 12, 2017.
- I reside in Québec and received a letter from Nissan Canada Inc. in or around January 2018 informing me of the Data Security Incident.
- I reside in Canada in a province or territory other than Québec and had an active lease or loan with Nissan Canada Inc. or Nissan Canada Financial Services / Services Financiers Nissan Canada Inc. between December 22, 2016 and January 12, 2017.

5. Information Regarding Damages Incurred as a Result of the Data Security Incident

Only fill out this Section if you are submitting a Documented Claim

In the checklist below select at least one type of cost or expense, to the best of your recollection, to describe the damages, losses, costs and/or unreimbursed expenses you incurred as **a result of the Data Security Incident**.

- Unauthorized opening of an account, whether a chequing account, a savings account, a mobile phone subscription, etc.
- Taking control of a pre-existing account (account takeover).
- Unauthorized application for a credit card, a prepaid card, or financing such as a loan or margin.
- Purchasing of insurance.
- Providing a guarantee or endorsement as part of a transaction.
- Credit-related costs (ex. purchasing credit monitoring services or identity theft protection, credit reports, costs to place a freeze or alert on credit, costs to correct an error on a credit report or credit score).
- Unauthorized, unreimbursed charges on credit or debit card or account.
- Cost to hire someone to help correct your credit.
- Fees paid on your account (ex. late fees, declined payment fees, overdraft fees, returned cheques, customer service, card cancellation or replacement).
- Other costs or unreimbursed expenses, including related to identity theft or fraud, as a result of the Data Security Incident (please describe below).

What is the total amount of out-of-pocket damages claimed (in CAD)?: \$ _____

6. Supporting Documentation

Note: Failure to provide supporting documentation will result in your Documented Claim being rejected.

Attach to this Claim Form documentation of unreimbursed damages, losses, costs and/or expenses which were caused by the Data Security Incident and/or as a result of receiving a letter informing you of the Data Security Incident (for the Québec Action only). This may include unreimbursed damages, losses, costs and/or expenses related to fraud or identity theft.

The evidence of a Documented Claim must be objective, reliable and credible, such as credit card statements, invoices, and receipts, financial records or photos of out-of-pocket expenses incurred.

Only damages, losses, costs and/or expenses actually incurred related to the services included in the categories listed in Section 5 above may be claimed, provided that it can be established they were directly caused by the Data Security Incident and/or the receipt of the letter notifying you of the Data Security Incident (for the Québec Action only), as determined by the Claims Administrator in its sole discretion..

8. Privacy Statement

All personal information provided by or on behalf of the Claimant to the Claims Administrator will be handled in accordance with applicable privacy laws. Such information will be used solely for the purposes of administering the Settlement Agreement. The information provided will be treated as private and confidential and will not be disclosed without the express written consent of the Claimant, except in accordance with the Settlement Agreement, Approval Order and/or other orders of the Ontario Superior Court of Justice and the Superior Court of Québec.

9. Signature & Date

By signing below, I declare under penalty of perjury that I am a Settlement Class Member or a representative of a Settlement Class Member as disclosed in Section 2 above, and that the information provided and submitted in this Claim Form is true and correct to the best of my knowledge. I understand that this Claim Form and the supporting documentation attached hereto may be subject to audit, verification, and review by the Claims Administrator and/or Court. I also understand that if the information in this Claim Form or the supporting documentation attached hereto is believed or found to be fraudulent, I will not receive any payment. I agree to participate in the Settlement.

Date

Signature of Claimant (or Representative)

Printed Name of Claimant (or Representative)

Date

Signature of Claimant's Lawyer (if any)

Printed Name of Claimant's Lawyer (if any)

10. Reminder Checklist

- I have reviewed this Claim Form for completeness and correctness.
- I have signed and dated this Claim Form.
- I have attached the required supporting documentation.
- I have made a copy and kept a copy of this Claim Form and all supporting documentation for my records.

11. Submit this Claim Form (with required supporting documentation attached)

Once completed and signed, submit this Claim Form, with the required supporting documentation attached, to the Claims Administrator online or by mail to the address below postmarked on or before **deadline to submit a Claim Form [100 days from receiving the Approval Notice]**. To submit a Claim Form online, please visit **[case website]**.

If you fail to submit this Claim Form and/or supporting evidence and documentation on or before **deadline to submit a Claim Form [100 days from receiving the Approval Notice]**, you will not be eligible for any compensation whatsoever. Sending in a Claim Form late will be the same as doing nothing.

[CLAIMS ADMINISTRATOR PHONE NUMBER CONTACT INFORMATION]

Please note that if your Claim is successful, payments will be distributed at the end of the Claims Period **[100 days from receiving the Approval Notice]**. This process will take some time, and your patience is appreciated.

If you have any questions about this Claim Form or the Settlement generally, please visit **[SETTLEMENT WEBSITE]** or call **[CLAIMS ADMINISTRATOR PHONE NUMBER]**. You can also contact Class Counsel directly:

For the Ontario Action:

McKenzie Lake Lawyers LLP 140 Fullarton Street, Suite 1800 London, ON N6A 5P2 Toll-Free Telephone: 1-844-672-5666 email:	Landy Marr Kats LLP 2 Sheppard Avenue East, Suite 900 Toronto, ON M2N 5Y7 Telephone: 416-221-9343 email:
Du Vernet, Stewart 1392 Hurontario Street Mississauga, ON L5G 3H4 Telephone: 416-231-1668 email:	

For the Québec Action:

<p>Lex Group Inc. 4101 Sherbrooke Street West Westmount, Quebec, H3Z 1A7 Telephone: 514-451-5500 (ext. 101) email: info@lexgroup.ca</p>	
---	--

Please note that in case of any discrepancy between the terms of this Claim Form and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. Any term not defined in this Notice shall have the meaning ascribed in the Settlement Agreement.

SCHEDULE "C"

NISSAN CANADA DATA SECURITY INCIDENT CLASS ACTION: NOTICE OF SETTLEMENT APPROVAL HEARING

Please read this Notice carefully. Your legal rights may be affected regardless of whether or not you act.

This Notice is for all persons residing in Canada, including their estates, executors or personal representatives but excluding persons resident in Quebec, who had active leases or loans with Nissan Canada Inc. or Nissan Canada Financial Services Inc. Services Financiers Nissan Canada Inc. in the period from December 22, 2016 to January 12, 2017 (“Ontario Class” or “Ontario Class Members”).

This Notice is to inform you that a proposed settlement has been reached in two certified class action lawsuits against Nissan Canada Inc., Nissan Canada Financial Services Inc. / *Services Financier Nissan Canada Inc.* and Nissan North America, Inc. (“Nissan”): *Boris Grossman and Michael Arntfield v Nissan Canada Inc., c.o.b. as Nissan Canada Finance and c.o.b. as Infinity Financial Services Canada, Nissan Canada Financial Services Inc., Services Financiers Nissan Canada Inc. and Nissan North America, Inc.*, Ontario Superior Court of Justice Court File No. CV-18-00590402-00CP (the “Ontario Action”); and, *Karine Levy v Nissan Canada Inc.*, Superior Court of Quebec Court File No.: 500-06-000907-184 (the “Quebec Action”).

The proposed settlement applies to Class Members in the Ontario Action and Class Members in the Quebec Action (“Settlement Class” or “Settlement Class Members”).

The lawsuits allege that Nissan is liable for damages resulting from an incident in which it received an anonymous email from an unknown attacker claiming to have information about Nissan customers, and demanding a ransom be paid to return the data (the “Data Incident”). Nissan does not admit to any of the allegations in either of the lawsuits, and none of the allegations have been proven. Nissan and the plaintiffs have instead decided to settle the lawsuit.

Nissan has agreed to provide a settlement fund of CAD \$1,820,000.00 to pay Settlement Class Member claims.

If the settlement is approved, Settlement Class Members would be eligible to submit either a Documented Claim or Undocumented Claim. Settlement Class Members who have suffered damages, losses, costs and/or unreimbursed expenses caused by the Data Incident and who submit a Claim Form evidencing (i) their membership in the Settlement Class; and (ii) documented damages incurred as a result of the Data Incident, would be eligible for the reimbursement of such damages up to **CAD \$2,500** (“Documented Claim”).

Settlement Class Members who do not have documentation or proof of damages and who submit a Claim Form evidencing their membership in the Settlement Class would be entitled to **CAD \$35** for reimbursement of lost time (“Undocumented Claim”).

APPROVAL HEARING: The proposed Settlement must be approved by the Courts to become effective. The approval hearings will take place on:

- **[DATE]:** Ontario Superior Court of Justice,
- **[DATE]:** Superior Court of Quebec, (together, the “Courts”)

Check the Settlement Website regularly after these dates to see if the Settlement has been approved. You can also register with Class Counsel to be notified by email if the Settlement is approved.

YOUR LEGAL RIGHTS AND OPTIONS:

Participate in the Settlement, if approved by the Courts, and submit a claim for indemnification. If you wish to participate, you are not required to do anything until after the Settlement is approved.

Object to the Settlement before the Courts consider whether to approve it, and attend an approval hearing. If you wish to object, you must serve Class Counsel a written notice by [DATE].

TO OBTAIN MORE INFORMATION, VISIT [SETTLEMENT WEBSITE] OR CALL [CLAIMS ADMINISTRATOR]

YOU MAY ALSO CONTACT LAWYERS FOR THE ONTARIO CLASS

McKenzie Lake Lawyers LLP: 519-672-5666

Landy Marr Kats LLP: 416-221-9343

Du Vernet, Stewart: 416-231-1668

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer.

NISSAN CANADA DATA SECURITY INCIDENT CLASS ACTION: NOTICE OF SETTLEMENT APPROVAL HEARING

Please read this Notice carefully. Your legal rights may be affected regardless of whether or not you act.

This Notice is for all persons residing in Canada, including their estates, executors or personal representatives but excluding persons resident in Quebec, who had active leases or loans with Nissan Canada Inc. or Nissan Canada Financial Services Inc. Services Financiers Nissan Canada Inc. in the period from December 22, 2016 to January 12, 2017 (“Ontario Class” or “Ontario Class Members”).

This Notice is to inform you that a proposed settlement has been reached in two certified class action lawsuits against Nissan Canada Inc., Nissan Canada Financial Services Inc. / *Services Financier Nissan Canada Inc.* and Nissan North America, Inc. (“Nissan”): *Boris Grossman and Michael Arntfield v Nissan Canada Inc., c.o.b. as Nissan Canada Finance and c.o.b. as Infinity Financial Services Canada, Nissan Canada Financial Services Inc., Services Financiers Nissan Canada Inc. and Nissan North America, Inc.*, Ontario Superior Court of Justice Court File No. CV-18-00590402-00CP (the “Ontario Action”); and, *Karine Levy v Nissan Canada Inc.*, Superior Court of Quebec Court File No.: 500-06-000907-184 (the “Quebec Action”).

The proposed settlement applies to Class Members in the Ontario Action and Class Members in the Quebec Action (“Settlement Class” or “Settlement Class Members”).

The lawsuits allege that Nissan is liable for damages resulting from an incident in which it received an anonymous email from an unknown attacker claiming to have information about Nissan customers, and demanding a ransom be paid to return the data (the “Data Incident”). Nissan does not admit to any of the allegations, and none of the allegations have been proven. Nissan and the plaintiffs have instead decided to settle the lawsuit.

Nissan has agreed to provide a settlement fund of CAD \$1,820,000.00 to pay Settlement Class Member claims.

If the Settlement is approved, Settlement Class Members would be eligible to submit either a Documented Claim or Undocumented Claim. Settlement Class Members who have suffered damages, losses, costs and/or unreimbursed expenses caused by the Data Incident and who submit a “Claim Form” evidencing (i) their membership in the Settlement Class; and (ii) documented damages incurred as a result of the Data Incident, would be eligible for the reimbursement of such damages up to **CAD \$2,500** (“Documented Claim”).

Settlement Class Members who do not have documentation or proof of damages and who submit a Claim Form establishing their membership in the Settlement Class would be entitled to **CAD \$35** for reimbursement of lost time (“Undocumented Claim”).

APPROVAL HEARING: The proposed Settlement must be approved by the Courts to become effective. The approval hearings will take place on:

- [\[DATE\]](#): Ontario Superior Court of Justice,
- [\[DATE\]](#): Superior Court of Quebec, (each a “Court” and together, the “Courts”)

Check the Settlement Website regularly after these dates to see if the Settlement has been approved. You can also register with Class Counsel to be notified by email if the Settlement is approved.

YOUR LEGAL RIGHTS AND OPTIONS:

Participate in the Settlement, if approved by the Courts, and submit a claim for indemnification. If you wish to participate, you are not required to do anything until after the Settlement is approved.

Object to the Settlement before the Courts consider whether to approve it, and attend an approval hearing. If you wish to object, you must serve Class Counsel a written notice by [\[DATE\]](#).

TO OBTAIN MORE INFORMATION, VISIT [\[SETTLEMENT WEBSITE\]](#) OR CALL [\[CLAIMS ADMINISTRATOR\]](#)

YOU MAY ALSO CONTACT LAWYERS FOR THE ONTARIO CLASS

McKenzie Lake Lawyers LLP: 519-672-5666

Landy Marr Kats LLP: 416-221-9343

Du Vernet, Stewart: 416-231-1668

FREQUENTLY ASKED QUESTIONS

(1) Why did I receive this Notice?

You are receiving this Notice because Nissan's records indicate that you may be an Ontario Class Member and entitled to claim certain indemnification offered under to the proposed Settlement, if the proposed Settlement is approved by the Courts and you submit a valid and timely Claim.

You have a right to know about the proposed Settlement, and your options, before the Courts decide whether to approve the proposed Settlement. If the Courts approve the proposed Settlement, Nissan will provide the payments agreed to in the Settlement Agreement to Settlement Class Members who submit valid and timely Claims. This Notice explains the class action lawsuits, the proposed Settlement, your legal rights, what indemnification is available, who is eligible for that indemnification, and how to make a Claim for that indemnification. Please read this entire Notice carefully.

(2) What are the class actions about?

The individuals who filed these lawsuits are referred to as the "Representative Plaintiffs", and Nissan Canada Inc., Nissan Canada Financial Services Inc. / *Services Financier Nissan Canada Inc.* and Nissan North America, Inc. (collectively "Nissan") are called the "Defendants" (the Representative Plaintiffs and the Defendants are, together, the "Parties"). The Representative Plaintiffs allege that Nissan is liable for damages resulting from an incident in which it received an anonymous email from an unknown attacker claiming to have information about Nissan customers, and demanding a ransom be paid to return the data (the "Data Incident"). Nissan does not admit to any of the Representative Plaintiffs' allegations.

The class actions consist of a national class action (*Boris Grossman and Michael Arntfield v Nissan Canada Inc., c.o.b. as Nissan Canada Finance and c.o.b. as Infinity Financial Services Canada, Nissan Canada Financial Services Inc., Services Financiers Nissan Canada Inc. and Nissan North America, Inc.*, Ontario Superior Court of Justice Court File No. CV-18-00590402-00CP) and a class action on behalf of residents of Quebec (*Karine Levy v Nissan Canada Inc.*, Superior Court of Quebec Court File No.: 500-06-000907-184).

The Settlement Class is comprised of Class Members in the Ontario Action and Class Members in the Quebec Action. Approval of the Settlement is being sought in both the Ontario Superior Court of Justice and the Quebec Superior Court of Justice.

(3) Why is there a Settlement?

The Parties have agreed to the proposed Settlement to avoid the cost and risk of further litigation, including potential trials, and to provide Settlement Class Members with reasonable compensation in exchange for releasing Nissan from any potential liability. The proposed Settlement does not mean that Nissan did anything wrong, and the Courts did not decide which Party was right.

The Parties entered into a Settlement Agreement. Representative Plaintiffs) and Class Counsel believe that the proposed Settlement is fair, reasonable and in the best interests of the Settlement Class.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement along with all exhibits describe in greater detail the rights and obligations of all the parties and is available at [\[SETTLEMENT WEBSITE\]](#). If there is any conflict between this notice and the Settlement Agreement, the Settlement Agreement governs.

(4) How do I know if I am part of the Settlement?

For the purposes of the proposed Settlement, the Ontario Class includes all persons residing in Canada, including their estates, executors or personal representatives but excluding persons resident in Quebec, who had active leases or loans with Nissan Canada Inc. or Nissan Canada Financial Services Inc. Services Financiers Nissan Canada Inc. in the period from December 22, 2016 to January 12, 2017. Not all Settlement Class Members are eligible to receive indemnification. Some exceptions apply (see below).

(5) Who is excluded from the Settlement?

Only Settlement Class Members who meet certain criteria are eligible to submit Claims in the proposed Settlement. You are excluded from making a Claim in the proposed Settlement if:

- (a) you are not a Settlement Class Member under the terms of the Settlement Agreement;
- (b) you previously and validly opted out of the Ontario Action or the Quebec Action in writing;
or
- (c) you previously settled claims against Nissan and executed a release in favour of Nissan in relation to matters that are the subject of the Ontario or Quebec Actions.

(6) What is available under the Settlement?

Under the proposed Settlement, Nissan has agreed to provide a settlement fund of CAD \$1,820,000.00 to pay Settlement Class Member claims. The Documented Claims Fund is capped at a maximum of CAD \$410,000 and the Undocumented Claims Fund is capped at a maximum of CAD \$1,410,000. This is the maximum amount that will be settled and paid for by Nissan in satisfaction of any Documented Claims and Undocumented Claims.

Under the proposed Settlement, Ontario Class Members may be eligible for indemnification under one of the following Claim Funds, provided that they submit a valid and timely Claim:

(a) Documented Claims

Ontario Class Members who suffered damages, losses, costs and/or unreimbursed expenses caused by the Data Incident may be eligible to claim reimbursement of such damages. This includes damages, losses, costs and/or unreimbursed expenses related to fraud or identity theft. To be eligible for a Documented Claim, the Ontario Class Member must submit a Claim Form and include evidence of the following: (i) they are a member of the Ontario Class; and (ii) documented damages, losses, costs and/or unreimbursed expenses caused by the Data Incident.

The evidence for a Documented Claim must be objective, reliable and credible, such as credit card statements, invoices, and receipts of out-of-pocket expenses incurred. Only expenses actually incurred by the Class Member and directly caused by the Data Incident will be approved.

Ontario Class Members who submit a Claim that is approved as a Documented Claim will be eligible for the reimbursement of their damages, up to a maximum of **CAD \$2,500**.

(b) Undocumented Claims

Ontario Class Members who do not have a Documented Claim may be eligible for an Undocumented Claim. To be eligible for an Undocumented Claim, the Class Member must submit a Claim Form establishing that they are a member of the Settlement Class.

Ontario Class Members who submit a Claim that is approved as an Undocumented Claim will be entitled to **CAD \$35** for reimbursement of lost time.

Settlement Class Members are not eligible to receive payment for both a Documented Claim and an Undocumented Claim (i.e., Settlement Class Members will be entitled only to submit either a Documented Claim or an Undocumented Claim).

If either the Capped Documented Claims Fund or the Capped Undocumented Claims Fund is insufficient to pay all approved Documents or Undocumented Claims, respectively, each approved Claim will be proportionally reduced.

(7) How do I make a Claim?

The claims process has not yet begun. If the proposed Settlement is approved by the Court at the Approval Hearing to be held on [DATE], you may make a Claim by doing the following:

- (1) fill out the Claim Form;
- (2) include the requisite evidence for a Documented Claim; and
- (3) submit the Claim Form and supporting evidence to the Claims Administrator by mail (at the address listed on the Claim Form) or by email (at the email address listed on the Claim Form) on or before the [100 days from the first dissemination of the Approval Notice].

Please keep a copy of your completed Claim Form and all of the supporting evidence and documentation you submit for your own records.

If you fail to submit a Claim Form and supporting evidence and documentation on or before [100 days from the first dissemination of the Approval Notice], you will not be eligible for any indemnification whatsoever (i.e., you will not get paid). Sending in a Claim Form late will be the same as doing nothing.

(8) What evidence do I need to prove my Claim?

Supporting documentation must be submitted with the Claim Form to be eligible for a Documented Claim. The supporting documentation required for a Documented Claim is evidence of: (i) membership in the Settlement Class; and (ii) documented damages incurred as a result of the Data Incident.

Settlement Class Members who submit an Undocumented Claim must establish their membership in the Settlement Class but do not need to provide any documentation or proof of harm.

(9) Can I submit a Claim on behalf of someone else?

Yes, you can submit a Claim on behalf of someone else if you have legal authority to do so. If a Claim is being submitted on behalf of someone else, the person completing the Claim must explain on the Claim

Form why he/she has the authority to act and must attach a copy of any Certificate of Appointment of Estate Trustee, Power of Attorney or other document establishing that authority.

(10) If my Claim is successful, when will I receive my payment?

Payments will be distributed at the end of the Claims Period [100 days from the first dissemination of the Approval Notice].

(11) Who will review my Claim?

A third party Claims Administrator will be appointed by the Courts to administer the Settlement and the verification of Claims. Once you submit a Claim, it will be reviewed by the Claims Administrator and if the claim is valid, the Claims Administrator will send you the payment directly.

The Claims Administrator has the sole and exclusive responsibility for the verification of claims. The Claims Administrator will ensure that each Claim Form contains the requisite evidence of either a Documented Claim or Undocumented Claim before approving the Claim.

(12) What if my Claim is found to be incomplete?

Settlement Class Members that submit deficient Claims will be notified by the Claims Administrator by email. The Settlement Class Member will then have thirty (30) days to submit materials to cure any deficiencies. The Claims Administrator will then make a final decision regarding the admissibility of the Claim and advise the Settlement Class Member accordingly.

(13) Do I have a lawyer in this case?

Yes. The law firms representing the Ontario Class (Class Counsel) is listed below. You will not be charged for contacting these lawyers for more information. If you want to be represented by your own lawyer, you may hire one at your own expense.

<p>McKenzie Lake Lawyers LLP 140 Fullarton Street, Suite 1800 London, ON N6A 5P2 Toll-Free Telephone: 1-844-672-5666 email:</p> <p>Landy Marr Kats LLP 2 Sheppard Avenue East, Suite 900 Toronto, ON M2N 5Y7 Telephone: 416-221-9343 email:</p> <p>Du Vernet, Stewart 1392 Hurontario Street Mississauga, ON L5G 3H4 Telephone: 416-231-1668 email:</p>

(14) How will the lawyers representing the Settlement Class be paid?

At the same time as the Approval Hearing, Class Counsel will ask the Court for approval of the payment of their fees and other expenses. As part of the Settlement, in addition to the Capped Settlement Funds and subject to the Courts' approval, Nissan agrees to pay a contribution to Class Counsel fees in the amount of CAD \$490,000. Class Counsel will request an all-inclusive sum that is 30% of the Total Settlement Amount, plus applicable GST, HST and QST. Class Counsel will request this fee be first payable from Nissan's contribution to Class Counsel fees in its entirety and then payable from the Capped Settlement Funds. The Court may award something less than the amount requested by Class Counsel.

You may continue to check on the progress of Class Counsel's request for fees and expenses by visiting [\[SETTLEMENT WEBSITE\]](#).

(15) What if I don't agree with the Settlement?

If you are a Settlement Class Member, you can tell the Court that you don't agree with the proposed Settlement or some part of it by filing an objection. In an objection, you can give the Court reasons why you think the Court should not approve the Settlement. The Court will consider your views.

To object, you must serve Class Counsel with a **signed** written notice ("Objection Form") on or before [\[DATE\]](#) (20 days prior to the approval hearings). Objections submitted after this date will not be considered. Be sure to include the following information:

- (i) a heading that refers to the Ontario Action and court file number (i.e. *Boris Grossman and Michael Arntfield v Nissan Canada Inc., c.o.b. as Nissan Canada Finance and c.o.b. as Infinity Financial Services Canada, Nissan Canada Financial Services Inc., Services Financiers Nissan Canada Inc. and Nissan North America, Inc.*, Ontario Superior Court of Justice Court File No. CV-18-00590402-00CP);
- (ii) your name, address, telephone number and email address, and if represented by counsel, the name, address, telephone number, fax number, and email address of counsel;
- (iii) a statement as to whether you intend to appear at the approval hearing(s);
- (iv) a declaration that you consider yourself to be included in the Settlement Class;
- (v) a statement of the objection and the grounds supporting the objection;
- (vi) copies of any papers, briefs or other documents upon which the objection is based; and
- (vii) your signature.

If you want to speak at the Approval Hearing, you must indicate that you intend to do so in your Objection Form. You can hire a lawyer to appear on your behalf at your own expense or you may appear yourself. If you do not state your intention to appear in your Objection Form, or you do not submit a signed and completed Objection Form before [\[DATE\]](#), you will waive all objections and can be barred from speaking at the Approval Hearing.

(16) What is the Approval Hearing?

The Courts will hold a hearing to decide whether to approve the proposed Settlement and Class Counsel Fees. You may attend and you may ask to speak, subject to the requirements above, but you do not have to attend.

(17) When is the Approval Hearing?

The Approval Hearing will take place on:

- [DATE]: Ontario Superior Court of Justice,
- [DATE]: Superior Court of Quebec,

At this Settlement Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and in the best interests of the Settlement Class. If there are objections, the Court will consider them. The Court will listen to Settlement Class Members who have asked to speak at the Settlement Approval Hearing. After the Settlement Approval Hearing, the Court will decide whether to approve the proposed Settlement. We do not know how long this decision will take.

(18) Do I have to attend the Settlement Approval Hearing?

No, you do not need to attend the Settlement Approval Hearing, but you are welcome to attend at your own expense.

If you submit an objection, you do not need to attend in Court to talk about it. As long as you have served your signed and completed Objection Form on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary.

Settlement Class Members do not need to attend the Settlement Approval Hearing or take any other action to indicate their approval of the proposed Settlement. Class Counsel will answer any questions that the Court may have.

(19) What happens if I do nothing at all?

If the Court approves the proposed Settlement and you do nothing at all, you will not receive any indemnification from the proposed Settlement. In order to receive indemnification in the proposed Settlement, you must submit a Claim Form with the supporting evidence specified on the Claim Form. Unless you previously and validly excluded yourself (opted out), you won't be able to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Nissan about the legal issues in this class action.

However, even if you take no action, you will keep your right to sue Nissan for any other claims not resolved by the Settlement, subject to any applicable limitation periods.

(20) How can I get more information?

This Notice summarizes the essential terms of the proposed Settlement. The Settlement Agreement and its schedules, which you can view at [SETTLEMENT WEBSITE], describe in greater detail the rights and obligations of all the Parties. If there is any conflict between this Notice and the Settlement Agreement, the Settlement Agreement governs.

Neither the Parties nor their counsel make any representation regarding the tax effects, if any, of receiving any benefits under this proposed Settlement. Consult your tax adviser for any tax questions you may have.

The court offices will be unable to answer any questions about the matters in this Notice. If you have any questions regarding the proposed Settlement or about the class action lawsuit in general, information is available on Class Counsels' websites, the [SETTLEMENT WEBSITE], or by contacting Class Counsel directly:

McKenzie Lake Lawyers LLP
140 Fullarton Street, Suite 1800
London, ON N6A 5P2
Toll-Free Telephone: 1-844-672-5666
email:

Landy Marr Kats LLP
2 Sheppard Avenue East, Suite 900
Toronto, ON M2N 5Y7
Telephone: 416-221-9343
email:

Du Vernet, Stewart
1392 Hurontario Street
Mississauga, ON L5G 3H4
Telephone: 416-231-1668
email:

You can also call the [\[CLAIMS ADMINISTRATOR PHONE NUMBER\]](#) toll free or visit [\[SETTLEMENT WEBSITE\]](#), where you will find information and documents about the Settlement, a Claim Form, plus other information.

If the Courts approve the proposed Settlement and the Settlement Agreement is not terminated, Notice of Settlement Approval will be posted to Class Counsels' websites and the [\[SETTLEMENT WEBSITE\]](#). Check these websites regularly after the Settlement Approval Hearing to see if the Settlement has been approved and for the most up-to-date information.

This Notice was approved by order of the Ontario Superior Court of Justice. This is not a solicitation from a lawyer.

SCHEDULE "D-1"

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
NISSAN CANADA INC. DATA INCIDENT CLASS ACTION**

THIS IS A FORMAL NOTICE OF A PROPOSED SETTLEMENT OF CLASS ACTIONS OF WHICH YOU MAY BE A MEMBER OF THE CLASS. PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

This notice is for all persons in **Québec**: (i) whose personal or financial information held by Nissan Canada Inc. ("Nissan") was compromised in a data breach of which Nissan was advised by the perpetrators by email on December 11, 2017, or (ii) who received a letter from Nissan on or about January 2018 informing them of such data breach ("Québec Class" or "Québec Class Members").

PROCEEDINGS

On April 28, 2021, a class action was authorized against Nissan in the matter of *Levy v. Nissan Canada Inc.*, Superior Court of Quebec Court File No.: 500-06-000907-184 relating to a data security incident (the "Data Incident") occurring on or about December 11, 2017 (the "Québec Action"). Nissan denies any wrongdoing, and no court has concluded to any wrongdoing by Nissan. The parties have instead decided to settle the lawsuit.

This Notice is to inform you that a proposed settlement has been reached in the Québec Action as well as in a certified class action lawsuit in Ontario against Nissan, Nissan Canada Financial Services Inc./Services Financiers Nissan Canada Inc. and Nissan North America, Inc. in the matter of *Grossman and Arntfield v. Nissan Canada Inc., c.o.b. as Nissan Canada Finance and c.o.b. as Infiniti Financial Services Canada, Nissan Canada Financial Services Inc., Services Financiers Nissan Canada Inc. and Nissan North America, Inc.*, Ontario Superior Court of Justice Court File No. CV-18-00590402-00CP (the "Ontario Action").

The proposed settlement applies to Québec Class Members as well as class members in the Ontario Action ("Settlement Class" or "Settlement Class Members").

PROPOSED SETTLEMENT AGREEMENT

Nissan has agreed to provide, without any admission of liability, a capped settlement fund of CAD \$1,820,000.00 to pay Settlement Class Member claims.

If the Settlement is approved, Settlement Class Members would be eligible to submit either a "Documented Claim" or an "Undocumented Claim".

1. Documented Claims: Settlement Class Members who have suffered damages, losses, costs and/or unreimbursed expenses caused by the Data Incident (including as a result of having received a letter informing them of the Data Security Incident in the Québec Action) and who submit a claim form evidencing (i) their membership in the Settlement Class; and (ii) documented damages incurred as a result of the Data Incident (including as a result of having received a letter informing them of the Data Security Incident in the Québec Action), would be eligible for the reimbursement of such damages up to **CAD \$2,500**, less the levy payable to the *Fonds d'aide aux actions collectives*, which is equal to 2% for any claim that is less than \$2,000 or 5% for any claim exceeding \$2,000.
2. Undocumented Claims: Settlement Class Members who do not have documentation or proof of damages and who submit a claim form establishing their membership in the Settlement Class would be entitled to **CAD \$35** for reimbursement of lost time, less 2% for the levy payable to the *Fonds d'aide aux actions collectives*.

A copy of the settlement agreement and other related documentation is available online at [\[Settlement Website\]](#).

AM I A CLASS MEMBER?

You are a Settlement Class Member if you are a Québec resident and correspond to one of the two following categories:

1. Your personal or financial information held by Nissan was compromised in the Data Incident;

OR

2. You received a letter from Nissan on or about January 2018 informing you of such Data Incident.

WHAT ARE MY OPTIONS?

If you are a Settlement Class Member, you have the following two (2) options:

1. Do nothing. If you do nothing, you will stay in the Class Action and be bound by the Settlement Agreement, if approved by the Court. If the Settlement Agreement is approved, you will then be eligible to participate in the settlement and make a valid claim before [\[100 days from the first dissemination of the Approval Notice\]](#) in order to obtain compensation for a Documented Claim of up to \$2,500 (less the levy payable to the *Fonds d'aide aux actions collectives*) if you provide documentary evidence of your losses, or an Undocumented Claim of up to \$35 if you do not have such evidence (less the levy payable to the *Fonds d'aide aux actions collectives*); or
2. Object to or comment on the settlement if you disagree with the Settlement Agreement. To object to or comment on the Settlement Agreement, you must serve Class Counsel (defined below) with a written notice by [\[20 days prior to the Approval Hearing\]](#).

Note that Québec Class Members who have already excluded themselves from the Québec Action (opted-out) **cannot** object to or comment on the Settlement Agreement and will **not** be eligible to participate in the settlement, if approved.

SETTLEMENT AGREEMENT APPROVAL HEARING

Before the Settlement Agreement becomes effective, the Superior Court of Québec (the "Court") must approve both the Settlement Agreement and the fees and expenses of class counsel, Lex Group Inc. ("Class Counsel"). The Court will review them to ensure that they are fair, reasonable and in the best interests of Class Members. **You have nothing to pay.**

The Approval Hearing will take place on [\[date\]](#) at [\[time\]](#) before the Court, at the Montreal Courthouse, 1 Notre-Dame Street East, in Montréal, Québec, Canada, in room [\[number\]](#). At this hearing, the Court will hear any objection(s) raised by Settlement Class Members with respect to the proposed Settlement Agreement, in accordance with the deadlines and procedure set forth in the Settlement Agreement. Settlement Class Members who do not oppose the proposed settlement are not required to attend this hearing or to take any action to indicate that they intend to be bound by it.

If you are a Class Member and do not object to the settlement, you do NOT have to do anything and you do NOT have to attend the settlement approval hearing.

HOW DO I MAKE A CLAIM?

To make a claim, you must, no later than [\[100 days from receiving the Approval Notice\]](#):

- Complete a claim form online at [\[website\]](#); or

- Obtain a claim form in paper format from the Claims Administrator, complete it and send it by email or by mail to the Claims Administrator.

HOW DO I OBTAIN MORE INFORMATION?

The Settlement Agreement and further detailed information, including relevant judgments, are on the Settlement Website at [\[website\]](#).

For more information, please contact :

<p>Claims Administrator RicePoint Administration, Inc. [address] [phone number]</p>	<p>Class Counsel Lex Group Inc. 4101 Sherbrooke Street West Montréal, QC H3Z 1A7 514-451-5500 (ext. 101) / info@lexgroup.ca</p>
--	--

Please note that in case of any discrepancy between the terms of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. Any term not defined in this Notice shall have the meaning ascribed in the Settlement Agreement.

The publication of this notice has been authorized by the Superior Court of Quebec.

SCHEDULE “D-2”

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
NISSAN CANADA INC. DATA INCIDENT CLASS ACTION**

THIS IS A FORMAL NOTICE OF A PROPOSED SETTLEMENT OF CLASS ACTIONS OF WHICH YOU MAY BE A MEMBER OF THE CLASS. PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS.

This notice is for all persons in **Québec**: (i) whose personal or financial information held by Nissan Canada Inc. (“Nissan”) was compromised in a data breach of which Nissan was advised by the perpetrators by email on December 11, 2017, or (ii) who received a letter from Nissan on or about January 2018 informing them of such data breach (“Québec Class” or “Québec Class Members”).

PROCEEDINGS

On April 28, 2021, a class action was authorized against Nissan in the matter of *Levy v. Nissan Canada Inc.*, Superior Court of Quebec Court File No.: 500-06-000907-184 (the “Québec Action”).

This Notice is to inform you that a proposed settlement has been reached in the Québec Action as well as in a certified class action lawsuit in Ontario against Nissan, Nissan Canada Financial Services Inc./Services Financiers Nissan Canada Inc. and Nissan North America, Inc. in the matter of *Grossman and Arntfield v Nissan Canada Inc., c.o.b. as Nissan Canada Finance and c.o.b. as Infiniti Financial Services Canada, Nissan Canada Financial Services Inc., Services Financiers Nissan Canada Inc. and Nissan North America, Inc.*, Ontario Superior Court of Justice Court File No. CV-18-00590402-00CP (the “Ontario Action”).

The proposed settlement applies to Québec Class Members as well as class members in the Ontario Action (“Settlement Class” or “Settlement Class Members”).

WHAT IS THIS LAWSUIT ABOUT?

The lawsuit alleges that Nissan is liable for damages resulting from an incident occurring on or about December 11, 2017 in which it received an anonymous email from an unknown individual claiming to have information about Nissan customers, and demanding a ransom be paid to return the data (the “Data Incident”). The lawsuit alleges the Data Incident caused Class customers to incur monetary damages. Nissan denies any wrongdoing, and no court has concluded to any wrongdoing by Nissan. The parties have instead decided to settle the lawsuit.

PROPOSED SETTLEMENT AGREEMENT

Nissan has agreed to provide, without any admission of liability, a settlement fund of CAD \$1,820,000.00 (“Capped Settlement Fund”) to pay Settlement Class Member claims.

If the Settlement is approved, Settlement Class Members would be eligible to submit either a “Documented Claim” or an “Undocumented Claim”.

1. **Documented Claims:** Settlement Class Members who have suffered damages, losses, costs and/or unreimbursed expenses caused by the Data Incident (including as a result of having received a letter informing them of the Data Security Incident in the Québec Action) and who submit a claim form evidencing (i) their membership in the Settlement Class; and (ii) documented damages incurred as a result of the Data Incident (including as a result of having received a letter informing them of the Data Security Incident in the Québec Action), would be eligible for

the reimbursement of such damages up to **CAD \$2,500**, less the levy payable to the *Fonds d'aide aux actions collectives*, which is equal to 2% for any claim that is less than \$2,000 or 5% for any claim exceeding \$2,000.

2. **Undocumented Claims:** Settlement Class Members who do not have documentation or proof of damages and who submit a claim form establishing their membership in the Settlement Class would be entitled to **CAD \$35** for reimbursement of lost time, less 2% for the levy payable to the *Fonds d'aide aux actions collectives*.

A copy of the settlement agreement (the “Settlement Agreement”) and other related documentation is available online at [Settlement Website].

SETTLEMENT AGREEMENT APPROVAL HEARING

Before the Settlement Agreement becomes effective, the Superior Court of Québec (the “Court”) must approve both the Settlement Agreement and the fees and expenses of class counsel, Lex Group Inc. (“Class Counsel”). The Court will review them to ensure that they are fair, reasonable and in the best interests of Class Members. **You have nothing to pay.**

The Approval Hearing will take place on [date] at [time] before the Court, at the Montreal Courthouse, 1 Notre-Dame Street East, in Montréal, Québec, Canada, in room [number]. At this hearing, the Court will hear any objection(s) raised by Settlement Class Members with respect to the proposed Settlement Agreement, in accordance with the deadlines and procedure set forth in the Settlement Agreement. Settlement Class Members who do not oppose the proposed settlement are not required to attend this hearing or to take any action to indicate that they intend to be bound by it.

If you are a Class Member and do not object to the settlement, you do NOT have to do anything and you do NOT have to attend the settlement approval hearing.

AM I A CLASS MEMBER?

You are a Settlement Class Member if you are a Québec resident and correspond to one of the two following categories:

1. Your personal or financial information held by Nissan was compromised in the Data Incident;
- OR**
2. You received a letter from Nissan on or about January 2018 informing you of such Data Incident.

WHAT ARE MY OPTIONS?

If you are a Settlement Class Member, you have the following two (2) options:

1. Do nothing. If you do nothing, you will stay in the Class Action and be bound by the Settlement Agreement, if approved by the Court. If the Settlement Agreement is approved, you will then be eligible to participate in the settlement and make a valid claim before [100 days from the first dissemination of the Approval Notice] in order to obtain compensation for a Documented Claim of up to \$2,500 (less the levy payable to the *Fonds d'aide aux actions collectives*) if you provide documentary evidence of your losses or an Undocumented Claim of up to \$35 if you do not have such evidence (less the levy payable to the *Fonds d'aide aux actions collectives*); or
2. Object to or comment on the settlement if you disagree with the Settlement Agreement. To object to or comment on the Settlement Agreement, you must serve Class Counsel (defined below) with a written notice by [20 days prior to the Approval Hearing].

Note that Québec Class Members who have already excluded themselves from the Québec Action (opted-out) **cannot** object to or comment on the Settlement Agreement and will **not** be eligible to participate in the settlement, if approved.

WHAT CAN I GET FROM THE PROPOSED SETTLEMENT?

Each Settlement Class Member may be eligible for one of two types of benefits. If you have documentation, you can receive reimbursement for a Documented Claim of losses and/or expenses up to CAD \$2,500. If you do not have documentation, you may be eligible for an Undocumented Claim not exceeding CAD \$35. The amount of actual payments will depend on the total value of claims received and approved and may be proportionally reduced in case of insufficient funds, in accordance with the terms of the Settlement Agreement.

TELL ME MORE ABOUT WHAT A “DOCUMENTED CLAIM” MEANS

All Settlement Class Members who have suffered damages, losses, costs and/or unreimbursed expenses that were caused by the Data Incident (including as a result of having received a letter informing them of the Data Incident in the Québec Action) can, subject to providing reasonable documentary evidence as determined by the Claims Administrator, get reimbursed for these amounts up to CAD \$2,500. This documentary evidence may include invoices, receipts, financial records or photos. These losses and/or expenses could be related to:

- Disbursements incurred such as for purchasing extra insurance;
- Credit-related costs (such as buying credit reports, credit monitoring or identity theft protection, or costs to place a freeze or alert on your credit report); or
- Other costs or unreimbursed expenses as a result of the Data Incident.

HOW DO I MAKE A CLAIM?

To make a claim, you must, no later than **[100 days from receiving the Approval Notice]**:

- Complete a claim form online at **[website]**; or
- Obtain a claim form in paper format from the Claims Administrator, complete it and send it by email or by mail to the Claims Administrator.

WHEN WILL I RECEIVE MY PAYMENT?

If you submit a complete, accurate, valid, and timely claim form, the Claims Administrator will send your payment to you after the settlement is finally approved and all appeals and other reviews have been exhausted.

DO I HAVE A LAWYER IN THIS CASE?

Yes. The lawyers representing the Québec Class Members are the law firm Lex Group Inc. You will not be charged by this law firm for its work on the case. If you want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE LAWYERS BE PAID?

At the same time as the Approval Hearing, Class Counsel will ask the Court for approval of the payment of their fees and other expenses. As part of the settlement, in addition to the Capped Settlement Fund and subject to the Court's approval, Nissan has agreed to pay a contribution to Class Counsel Fees in the amount of CAD \$490,000. Class Counsel will request an all-inclusive sum that is 30% of the total settlement amount, plus applicable GST, HST and QST. Class

Counsel will request this fee be first payable from Nissan's contribution to Class Counsel fees in its entirety and then payable from the Capped Settlement Fund. The Court may award something less than the amount requested by Class Counsel. You have nothing to pay.

WHAT IF I DISAGREE WITH THE PROPOSED SETTLEMENT?

If you disagree with the proposed settlement, you can object to or comment on it by delivering a written submission by **[20 days prior to the Approval Hearing]**. You may also attend the Approval Hearing which will take place on **[date]** in order to present your objection to the Court. Your objection must be served to Class Counsel and include all of the following information:

- a) a heading that refers to the name and Court number of this proceeding (*Levy v. Nissan Canada Inc. – 500-06-000907-184*);
- b) your name, address, telephone number and email address and, if represented by counsel, the name, address, telephone number, fax number, and email address of your counsel;
- c) a statement as to whether you intend to appear at the Approval Hearing;
- d) a declaration that you consider yourself to be a Settlement Class Member;
- e) a statement of the objection and the grounds supporting the objection;
- f) copies of any papers, briefs, or other documents upon which the objection is based;
- g) your signature.

Do NOT send an objection directly to the Court. Class Counsel will file copies of all objections with the Court.

HOW DO I OBTAIN MORE INFORMATION?

The Settlement Agreement and further detailed information, including relevant judgments, are on the Settlement Website at **[website]**.

For more information, you can also contact:

Claims Administrator RicePoint Administration, Inc. [address] [phone number]	Class Counsel Lex Group Inc. 4101 Sherbrooke Street West Montréal, QC H3Z 1A7 514-451-5500 (ext. 101) / info@lexgroup.ca
--	---

Please note that in case of any discrepancy between the terms of this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall prevail. Any term not defined in this Notice shall have the meaning ascribed in the Settlement Agreement.

The publication of this notice has been authorized by the Superior Court of Québec.

SCHEDULE "E"

Court File No. CV-18-00590402-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE GLUSTEIN) DAY OF _____, 2024

B E T W E E N:

BORIS GROSSMAN and MICHAEL ARNTFIELD

Plaintiff

- and -

NISSAN CANADA INC. c.o.b. as NISSAN CANADA FINANCE and c.o.b. as INFINITY
FINANCIAL SERVICES CANADA, NISSAN CANADA FINANCIAL SERVICES INC.
SERVICES FINANCIERS NISSAN CANADA INC. and NISSAN NORTH AMERICA, INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*, SO, 1992, c 6;

**ORDER
(Pre-Approval Notice)**

THIS MOTION, made in writing by the Plaintiffs, for an Order (1) approving the form and content of the short-form and long-form pre-approval notices attached to this order as Appendix "B" (the "Pre-Approval Notices"); (2) approving the notice plan attached to this Order as Appendix "C" (the "Notice Plan"); (3) ordering the publication and dissemination of the Pre-Approval Notices in accordance with the Notice Plan; and (4) appointing the claims administrator for the within proceeding (the "Claims Administrator"); was read this day at the Toronto Courthouse, 330 University Avenue, Toronto, Ontario, M5G 1R7.

ON READING the materials filed by the Parties, including the settlement agreement between them, dated [DATE] (the “Settlement Agreement”), a copy of which is attached to this Order as Appendix “A”;

AND ON BEING ADVISED (1) that the Defendants consent to this Order; and (2) that RicePoint Administration, Inc. consents to being appointed as Claims Administrator;

1. **THIS COURT ORDERS** that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

2. **THIS COURT ORDERS** that RicePoint Administration, Inc. is appointed as Claims Administrator and that the Claims Administrator shall perform the duties and responsibilities set out in the Settlement Agreement and any other related duty or responsibility ordered by this Court;

3. **THIS COURT ORDERS** that the form and content of the Pre-Approval Notices, are approved;

4. **THIS COURT ORDERS** that the Pre-Approval Notices be disseminated in accordance with the Notice Plan;

5. **THIS COURT DECLARES** that the dissemination of the Pre-Approval Notices as set out in the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to all Settlement Class Members entitled to notice, and satisfies the requirements of notice under sections 19, 20 and 22 of the *Class Proceedings Act, 1992*, SO, 1992, c 6;

6. **THIS COURT ORDERS** that the costs and fees of the Claims Administrator shall be paid by the Defendants in accordance with the terms of the Settlement Agreement;

7. **THIS COURT ORDERS** the Defendants to provide the Claims Administrator with the names and email addresses (if available) of Settlement Class Members for the purposes of disseminating the Pre-Approval Notice, and otherwise implementing the Settlement Agreement;

8. **THIS COURT ORDERS** that all information provided to the Claims Administrator by or about Settlement Class Members as part of the Notice Plan or administration of the Settlement Agreement shall be collected, used, and retained by the Notice Administrator and/or its agents pursuant to applicable privacy laws and solely for purposes of administering Claims under this Settlement Agreement, and that all such information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with this Order, the Settlement Agreement, and any other order of this Court;

9. **THIS COURT ORDERS** that the Objection Deadline means the first business day that is twenty (20) days prior to the date of the Settlement Approval Hearing;

10. **THIS COURT ORDERS** that a Settlement Class Member who wishes to file with the Court an objection or comment on the Settlement Agreement must serve Class Counsel with a written notice that includes: (a) a heading that refers to either the 'Grossman et al vs Nissan', or the 'Levy vs Nissan', 'Class Action' and relevant court file number; (b) the objector's name, address, telephone number and email address and, if represented by counsel, the name, address, telephone number, fax number, and email address of counsel; (c) a statement as to whether the objector intends to appear at the Approval Hearing(s); (d) a declaration that the objector considers

themselves to be included in the Ontario Settlement Class or the Québec Settlement Class, as applicable; (e) a statement of the objection and the grounds supporting the objection; (f) copies of any papers, briefs or other documents upon which the objection is based; and (g) the objector's signature.

11. **THIS COURT ORDERS** that any putative member of the Settlement Class who previously opted out of the Action may not also object to or comment on the Settlement Agreement and that any such objection or comment received therefrom shall be deemed withdrawn;

12. **THIS COURT ORDERS** that the motion for approval of the Settlement Agreement and Class Counsel Fees (the "Approval Hearing") will be heard virtually over Zoom at the Toronto Courthouse, 330 University Avenue, Toronto, Ontario, M5G 1R7 on **[DATE]**;

13. **THIS COURT ORDERS** that the date and time of the Approval Hearing are subject to adjournment by the Court without further notice to Settlement Class Members;

14. **THIS COURT ORDERS** that Class Counsel must file its motion materials in support of the Settlement Agreement and corresponding Settlement, and its motion materials in support of Class Counsel Fees claimed, no less than seven (7) days before the Approval Hearing;

15. **THIS COURT ORDERS** that any party affected by this Order may apply to the Court for further directions;

16. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail.

The Honourable Justice Glustein

SCHEDULE "F"

Court File No. CV-18-00590402-00CP

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE)
)
JUSTICE GLUSTEIN) DAY OF _____, 2024

B E T W E E N:

BORIS GROSSMAN and MICHAEL ARNTFIELD

Plaintiff

- and -

NISSAN CANADA INC. c.o.b. as NISSAN CANADA FINANCE and c.o.b. as INFINITY
FINANCIAL SERVICES CANADA, NISSAN CANADA FINANCIAL SERVICES INC.
SERVICES FINANCIERS NISSAN CANADA INC. and NISSAN NORTH AMERICA, INC.

Defendants

Proceeding under the *Class Proceedings Act, 1992*, SO, 1992, c 6;

**ORDER
(Settlement Approval)**

THIS MOTION, made by the Plaintiff, for an Order approving the Settlement Agreement entered into with the Defendants was heard this day by judicial videoconference at the Toronto Courthouse, 330 University Avenue, Toronto, Ontario, M5G 1R7.

ON READING the materials filed by the Parties, including the settlement agreement between them, dated [DATE] (the "Settlement Agreement"), a copy of which is attached to this Order as Appendix "A", and any written objections filed, and on hearing the submissions of Class

Counsel and counsel for the Defendants (and any objectors), fair and adequate notice of the within hearing having been provided to Settlement Class Members in accordance with the Pre-Approval Order of this Court, dated [DATE].

AND ON BEING ADVISED that the Plaintiffs and the Defendants consent to this Order;

1. **THIS COURT ORDERS** that for the purposes of this Order and unless otherwise defined in this Order, the definitions set out in the Settlement Agreement apply to and are incorporated into this Order;

2. **THIS COURT DECLARES** that:

(a) the Claims Administrator has completed the dissemination of the Pre-Approval Notice in accordance with the Notice Plan.

(b) the deadline for objecting to the Settlement Agreement was [DATE];

3. **THIS COURT ORDERS** that this Order, including the Settlement Agreement, is binding upon the Defendants in accordance with the terms thereof, and upon each member of the Settlement Class who did not validly opt out of this Action, including those persons who are minors or mentally incapable, and that the requirements of rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg 194, are dispensed with in respect of the Action;

4. **THIS COURT DECLARES** that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class;

5. **THIS COURT ORDERS** that the Settlement Agreement is hereby approved pursuant to s 29 of the *Class Proceedings Act, 1992*, SO, 1992, c 6, and shall be implemented and enforced in accordance with its terms and the terms of this Order;

6. **THIS COURT ORDERS** that the benefits set forth in the Settlement Agreement are provided in full satisfaction of the obligations of the Defendants under the terms of the Settlement Agreement;

7. **THIS COURT ORDERS** that this Order gives effect to the release in favour of the Defendants provided for in the Settlement Agreement;

8. **THIS COURT ORDERS** that the Settlement Agreement is incorporated by reference into and forms part of this Order and is binding upon the Representative Plaintiffs and all Settlement Class Members;

9. **THIS COURT ORDERS** that the form and content of the Approval Notice, substantially in the form attached as Appendix “B” to this Order, are hereby approved;

10. **THIS COURT ORDERS** that the Approval Notice be disseminated in accordance with the Notice Plan, a copy of which is attached to this Order as Appendix “C”;

11. **THIS COURT ORDERS** that the dissemination of the Approval Notice as set out in the Notice Plan is the best notice practicable under the circumstances, constitutes sufficient notice to all Settlement Class Members entitled to notice, and satisfies the requirements of notice under sections 19, 20 and 22 of the *Class Proceedings Act, 1992*, SO 1992, c 6;

12. **THIS COURT ORDERS** that the costs and fees of the Claims Administrator, including the costs associated with disseminating the Approval Notice, shall be paid by the Defendants in accordance with the terms of the Settlement Agreement;

13. **THIS COURT ORDERS** that all information provided to the Claims Administrator by or about Settlement Class Members as part of the Notice Plan or administration of the Settlement Agreement shall be collected, used, and retained by the Notice Administrator and/or its agents pursuant to applicable privacy laws and solely for purposes of administering Claims under this Settlement Agreement, and that the information provided shall be treated as private and confidential and shall not be disclosed without the express written consent of the relevant Settlement Class Member, except in accordance with this Order, the Settlement Agreement, and any other order of this Court;

14. **THIS COURT ORDERS** that the form and content of the Claim Form, substantially in the form attached hereto as Appendix “D” to this Order, are hereby approved;

15. **THIS COURT ORDERS** that in order to receive the indemnification set out in the Settlement Agreement, Settlement Class Members must submit a Claim Form to the Claims Administrator on or before the deadline to submit a Claim Form, which is no later than one hundred (100) days from the first dissemination of the Approval Notice;

16. **THIS COURT ORDERS** that, upon the Effective Date, the Action is hereby dismissed as against the Defendant without costs and with prejudice;

17. **THIS COURT ORDERS** that each Settlement Class Member shall be deemed to have consented to the dismissal as against the Releasees, without costs and with prejudice, of any and all proceedings asserting the Settlement Class Members' Released Claims;

18. **THIS COURT ORDERS** that any and all proceedings asserting the Settlement Class Members' Released Claims commenced in Ontario by any Settlement Class Member shall be dismissed against the Releasees, without costs and with prejudice;

19. **THIS COURT ORDERS** that Settlement Class Members shall be deemed to release and forever discharge the Releasees of and from any and all Released Claims;

20. **THIS COURT ORDERS** that the Settlement Class Members shall not now or hereafter institute, continue, maintain or assert, either directly or indirectly, whether in Canada or elsewhere, on their own behalf or on behalf of any class or other person, any action, suit, cause of action, claim or demand against any Releasee, or against any person who is entitled to claim contribution or indemnity from any Releasee, in respect of any Released Claim;

21. **THIS COURT ORDERS** that neither the Settlement Agreement, including all provisions therein and its Schedules, nor any action taken under the Settlement Agreement, shall be construed as, offered in evidence as, and/or deemed to be evidence of a presumption, concession or admission of any kind by the Parties of the truth of any fact alleged or the validity of any claim or defence asserted in the Action, or in any other litigation, court of law or equity, proceeding, arbitration, tribunal, government action, administrative forum, or any other forum, or of any liability, responsibility, fault, wrongdoing or otherwise of the Parties except as may be required to enforce or give effect to the Settlement and the Settlement Agreement;

22. **THIS COURT ORDERS** that, in the event that the Settlement Agreement is terminated in accordance with its terms or otherwise fails to take effect for any reason, this Order shall be declared null and void and of no force or effect without the need for any further order of this Court but with notice to the Settlement Class;

23. **THIS COURT ORDERS** that this Order is contingent upon a parallel order being made by the Superior Court of Quebec in the action titled *Karine Levy v Nissan Canada Inc.*, bearing Superior Court of Quebec Court File No.: 500-06-000907-184;

24. **THIS COURT ORDERS** that the terms of this Order shall not be effective unless and until such order mentioned in paragraph 23 above has been made;

25. **THIS COURT ORDERS** that this Court will retain an ongoing supervisory role for the purpose of implementing, administering and enforcing the Settlement Agreement, subject to the terms and conditions set out in the Settlement Agreement;

26. **THIS COURT ORDERS** that any Party may bring a motion to this Court at any time for directions with respect to the implementation or interpretation of the Settlement Agreement on notice to all other Parties;

27. **THIS COURT ORDERS** that if the if the Case Management Judge assigned in this Action is, for any reason, unable to fulfill any of the duties set out in the Settlement Agreement or this Order, another Judge of the Court shall be appointed in his stead;

28. **THIS COURT ORDERS** that in the event of a conflict between this Order and the terms of the Settlement Agreement, this Order shall prevail;

29. **THIS COURT ORDERS** that there shall be no costs of this motion.

The Honourable Justice Glustein