

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

NOTICE OF PROPOSED SETTLEMENT

**IF YOU PURCHASED OR LEASED A 2015-2018 MODEL YEAR NISSAN MURANO OR
2016-2018 MODEL YEAR NISSAN MAXIMA VEHICLE, YOU MAY QUALIFY FOR
BENEFITS FROM A CLASS ACTION SETTLEMENT.**

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

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

- This Settlement resolves a lawsuit about the continuously variable transmission (“CVT”) in 2015-2018 model year Nissan Murano and 2016-2018 model year Nissan Maxima vehicles (“Class Vehicles”). Class Vehicles do not include hybrid electric vehicles.
- The Settlement will provide (1) an extension of the New Vehicle Limited Warranty applicable to the transmission for the Class Vehicles; (2) reimbursement for Class Members who paid for qualifying CVT repairs or replacements that would have been covered by the Warranty Extension; (3) a Voucher towards the purchase or lease of a new Nissan or Infiniti vehicle at an authorized Nissan or Infiniti dealer for current and former owners of Class Vehicles who qualify; and (4) an expedited resolution program through the BBB if you have future claims related to your transmission.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

Your Rights and Choices:

You may:	Summary:	Read more:	Deadline:
Do nothing	You are included in the Settlement Class and, if the Settlement is approved, the warranty on the transmission of your Class Vehicle will be increased to 84 months or 84,000 miles (whichever occurs first) (the “Warranty Extension Period”), and you will be eligible for a Voucher towards the purchase or lease of a new Nissan or Infiniti vehicle for current or former owners of Class Vehicles, if you qualify.	Page 10	
Submit a Claim	You do not have to do anything to be included in the Settlement Class, but to be eligible for reimbursement of qualifying transmission repairs, you must submit a Claim Form by the deadline.	Page 6	Submit your Claim Form by: July 3, 2025*
Opt out of the Settlement	Ask to get out of the Settlement. You get no Settlement benefits, but keep your right to file your own lawsuit against Nissan.	Pages 6-7	Mail your Opt-Out Request Postmarked by: June 3, 2025
Object	Remain a Class Member and tell the Court what you do not like about the Settlement. You will still be bound by the Settlement if the Court approves it. If you want your own attorney to represent you, you must pay for him or her yourself. Your attorney must file a Notice of Appearance.	Pages 7-8	Objections and/or Notice of Appearance Filed by: June 3, 2025

*Claim Forms must be submitted to the Settlement Administrator by July 3, 2025, or within 30 days of the qualifying repair to your vehicle, whichever is later.

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

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Basic Information

1. What is this lawsuit about?

In this lawsuit called *Travis Beaver, et al. v. Nissan North America, Inc.*, Case No. 3:22-cv-00785, pending in the United States District Court for the Middle District of Tennessee, Nashville Division, a number of individuals on behalf of themselves and all current and former owners and lessees of 2015-2018 model year Nissan Murano and 2016-2018 model year Nissan Maxima vehicles (“Class Vehicles”) allege that the Class Vehicles have a defective continuously variable transmission (“CVT”) which can lead to poor transmission performance or failure. The Plaintiffs brought claims against Nissan North America, Inc. (“Nissan” or “NNA”) for breach of express warranty, breach of implied warranty, fraudulent omission or concealment, unjust enrichment, and violation of various State consumer protection statutes. They also sought various injunctive remedies and damages. The people who sued are called the Plaintiffs. The company they sued, Nissan, is called the Defendant.

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

2. Why is the lawsuit a class action?

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

3. Why is there a Settlement?

Plaintiffs believe that their case is meritorious, yet they have agreed to this Settlement because, if it is approved, it provides benefits to the Class while avoiding risks associated with further litigation and trial.

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

The Court has not decided who is right or wrong in this lawsuit. This proposed Settlement is not, and should not be considered as, evidence of Nissan’s admission or concession of any fault, wrongdoing or liability whatsoever, nor a concession by Plaintiffs that their suit was meritless.

4. What is the Effective Date of this Settlement?

The Settlement must be approved by the Court after it conducts a Fairness Hearing. If the Settlement is approved, the Court will enter a Final Order and Judgment approving the Settlement. The Effective Date of this Settlement is sixty-one (61) days after the date when the Final Order and Judgment is entered, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court, whichever is earlier.

For more information regarding final approval of the Settlement, see Questions 20 and 21.

Who is in the Settlement?

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

You are a Class Member and part of the Settlement if, prior to April 4, 2025, you purchased or leased in the United States or its territories, including Puerto Rico, a 2015-2018 model year Nissan Murano or a 2016-2018 model year Nissan Maxima vehicle equipped with a CVT.

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

The Settlement Benefits – What You Will Get

6. *What are the possible benefits of this Settlement?*

If you are a Class Member, you could receive one or more of the following benefits if the Settlement is approved:

A. Warranty Extension. Nissan will extend the term of the New Vehicle Limited Warranty for the transmission assembly (including the valve body and torque converter) and Automatic Transmission Control Unit (“ATCU”) to eighty-four (84) months or eighty-four thousand (84,000) miles, whichever occurs first, as measured from the vehicle's original start date and mileage (the “Warranty Extension”). Subject to the terms and conditions of the original New Vehicle Limited Warranty applicable to the Class Vehicles, the Warranty Extension will provide benefits to Class Members as follows:

1. Class Vehicles within Warranty Extension Limits. For any Class Vehicle that as of the Effective Date of Settlement has not yet exceeded the new time and mileage of the Warranty Extension, NNA will provide warranty coverage for the transmission assembly (including the valve body and torque converter) and ATCU under the terms and conditions of the original New Vehicle Limited Warranty.

2. Reimbursement for Prior Repairs. Even if the Class Vehicle is beyond the limits of the Warranty Extension as of the Effective Date of Settlement, Nissan will reimburse Class Members who previously paid for qualifying repairs to the Class Vehicle. Reimbursement will be for parts and labor actually paid by the Class Member for qualifying repairs involving the replacement of or repair to the transmission assembly or ATCU of their Class Vehicle if the work was done after the expiration of the powertrain coverage under the original New Vehicle Limited Warranty but within the mileage and time limits of the Warranty Extension (i.e., before the earlier of 84,000 miles or 84 months of service). If the replacement or repair was performed by a Nissan dealer, the full amount the Class Member paid will be reimbursed. If the repair or replacement was performed by a non-Nissan automotive repair facility, Nissan will reimburse up to \$5,000 for that repair or replacement. In both cases, the replacement or repair must have occurred on or within the mileage and time limits of the Warranty Extension. If you paid for repairs on more than one occasion, you can be reimbursed for all qualifying repairs subject to the above limits. Claims for reimbursement may be made only for repairs performed before the Warranty Extension becomes effective. Once the Warranty Extension becomes effective, Class Members whose vehicles fall within the time and mileage limits of the Warranty Extension must present their vehicles to a Nissan dealer for a CVT repair or replacement under warranty. For more information, see Question 8 below.

B. Voucher Towards Purchase or Lease of a New Vehicle. Current and former owners of Class Vehicles who had two (2) or more replacements or repairs to the transmission assembly (including the valve body and torque converter) or ATCU during their ownership experience (as reflected by NNA warranty records) are eligible for a Voucher in the amount of \$1,500 for either a purchase or lease of a single new Nissan or Infiniti vehicle. Prior software updates and/or reprogramming do not count as a prior repair. The election to apply the Voucher toward the purchase or lease of a single new Nissan or Infiniti vehicle must be exercised within nine (9) months of the Effective Date of this Settlement. The Voucher is not transferable. Class Members eligible for a Voucher but also eligible for reimbursement of a qualifying repair must elect either to receive the Voucher or to receive reimbursement; you cannot receive both.

7. *What if my car is currently outside the mileage and time limits of the Warranty Extension, but I paid to have repairs performed previously?*

Even if your Class Vehicle is now outside the mileage and time limits of the Warranty Extension, you may still make a claim for reimbursement, but only if you previously paid out of pocket for parts and labor for replacement of or repair to the transmission assembly (including the valve body and torque converter) or ATCU by a Nissan dealer or other non-Nissan automotive repair facility while your vehicle was within the mileage and time limits of the Warranty Extension (i.e., before the earlier of 84,000 miles or 84 months of service). See Question 11 for information on how to submit a claim.

8. *What if I have not repaired my car, but a Nissan dealer has previously diagnosed and recommended a replacement of or repair to the transmission?*

Even if your car is outside the Warranty Extension Period, you may still be eligible for reimbursement of future repair expenses as long as a Nissan dealer previously diagnosed and recommended the replacement or repair of your transmission assembly or ATCU *before* your Class Vehicle had been in service for eighty-four (84) months or been driven for eighty-four thousand (84,000) miles. If you received such a diagnosis and recommendation but you did not have the work performed, and you pay to have that recommended replacement or repair performed **before the vehicle has been driven 96,000 miles** and no later than August 2, 2025, then, if you submit a valid claim, you would be eligible for reimbursement of the transmission repair or replacement costs, subject to the cap of \$5,000 if the work was done by a non-Nissan automotive repair facility. Repairs made after 96,000 miles or after August 2, 2025, whichever occurs first, are not eligible for reimbursement.

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

Unless you get out of the Settlement (which is called “excluding yourself” or “opting out”), you are part of the Settlement Class. By staying part of the Settlement Class, Court orders will apply to you and you will give Nissan, Nissan-related companies and the selling or leasing dealer a “release.” This release means you cannot sue or be part of any other lawsuit against the Defendant, its related companies or the selling or leasing dealer based upon or in any way related to transmission design, manufacturing, performance, or repair of the Class Vehicles’ CVT. The specific claims and parties you will be releasing are described in full detail in Paragraphs 33-34 of the Settlement Agreement, available at www.MuranoMaximaCVTsettlement.com.

10. *What if I have a claim related to my transmission or the Warranty Extension in the future?*

If, in the future, you have a claim for breach of the New Vehicle Limited Warranty, as modified by the Warranty Extension, related to your transmission, based entirely on transmission performance issues, repairs or repair attempts, or any other conduct or events related to the transmission that occur after April 4, 2025, that claim is not released as a part of this Settlement. If you experience transmission problems after April 4, 2025 and within the Warranty Extension period, you must first present your vehicle to Nissan for repairs and request warranty coverage. If you have a dispute with Nissan regarding application of the Warranty Extension or its repairs under the warranty, you must first attempt to resolve the dispute through the independent alternative dispute resolution program established as part of the Settlement (“ADR Program”). No lawsuit may be filed before a decision by the ADR Program.

How to Get a Benefit

11. What do I need to do to get the benefits of this Settlement?

To remain a Class Member and obtain the Warranty Extension, you do not have to do anything.

Class Members who believe they are eligible to receive reimbursement for transmission repair or replacement (described in Questions 6-8) must fill out and send to the Settlement Administrator a Claim Form. The Claim Form may be obtained at www.MuranoMaximaCVTsettlement.com or by calling the Settlement Administrator at 1-888-726-1378. The completed Claim Form must be sent to the Settlement Administrator by mail at the address below or via the settlement website by July 3, 2025 **or within thirty (30) days after the date of the repair to your vehicle, whichever is later.**

Beaver v. Nissan North America, Inc. Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

Upon receiving a Claim Form from a claimant, the Settlement Administrator will review the documentation and confirm or deny the Class Member's eligibility for reimbursement.

If you qualify for a \$1,500 Voucher for purchase or lease of a single new Nissan or Infiniti vehicle, you will be notified by the Settlement Administrator. To apply the Voucher, qualified individuals must visit an authorized Nissan or Infiniti dealer, provide their name and government-issued ID, and exercise their Voucher within nine (9) months of the Effective Date of this Settlement. The Voucher is not transferable but can be used in addition to all other types of valid discount offers, rebates and incentives. No single Class Member is entitled to more than five (5) Vouchers regardless of the total number of Class Vehicles purchased by that Class Member.

If you believe you are eligible for both a \$1,500 Voucher and reimbursement, you must elect on the Claim Form whether to receive reimbursement or a Voucher. You may not receive both benefits.

Your Rights – Getting Out of the Settlement

12. Can I get out of the Settlement?

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

13. How can I exclude myself from the Settlement?

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

- (1) The name of the lawsuit: *Travis Beaver, et al. v. Nissan North America, Inc.*, Case No. 3:22-cv-00785;
- (2) Your full name, current address and telephone number;
- (3) Your vehicle year and model;
- (4) Your vehicle's Vehicle Identification Number (VIN);
- (5) A clear statement of your intent to exclude yourself from the Settlement (for example, “Please exclude me from the Settlement”); and
- (6) Your signature and the date you signed it.

You must send your own personally signed individual Request for Exclusion; mass or class opt-outs are not allowed and absent disability or incapacity of the Class Member requesting exclusion, requests signed only by lawyers or representatives will not be valid. You must send your Request for Exclusion postmarked no later than June 3, 2025, to the address below:

Beaver v. Nissan North America, Inc. Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

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

Your Rights – Objecting to the Settlement

14. Can I tell the Court I do not like the Settlement?

If you do not exclude yourself from the Settlement Class, you can tell the Court that you do not like the Settlement or some part of it by filing an objection to the Settlement. If you object to the Settlement, you remain a Class Member and cannot exclude yourself.

15. How can I object to the Settlement?

In order to object, you must mail a written objection and any supporting papers to: (1) the Court and (2) the Settlement Administrator. Your objection must contain the following:

- (1) The name of the lawsuit: *Travis Beaver, et al. v. Nissan North America, Inc.*, Case No. 3:22-cv-00785;
- (2) Your full name, current address and telephone number;
- (3) Whether, as of the date of the written objection, you currently own or lease or whether you previously owned or leased a 2015-2018 model year Nissan Murano or 2016-2018 model year Nissan Maxima vehicle, and the specific model year(s) and the approximate date(s) of purchase or lease (for example, “I currently own a 2017 Nissan Murano that I purchased in January 2017.”);
- (4) The Vehicle Identification Number (VIN) of your vehicle(s);
- (5) Current odometer mileage of the vehicle(s) if currently owned or leased;
- (6) Specific reasons for your objection, including the factual and legal grounds for your position;
- (7) Whether the objection applies only to you, to a specific subset of the Class, or to the entire Class;
- (8) Evidence and supporting papers, if any, that you want the Court to consider in support of your objection;
- (9) Whether you intend to appear at the Fairness Hearing, and whether you will be represented by separate counsel; and
- (10) Your signature and the date of your signature.

You must file your objection with the Court and mail a copy to the Settlement Administrator via first-class United States Mail, no later than June 3, 2025.

Your objection must be sent to the Court at the following address:

United States District Court for the Middle District of Tennessee, Nashville Division
Travis Beaver, et al. v. Nissan North America, Inc.
Case No. 3:22-cv-00785
Fred D. Thompson Federal Building & Courthouse
719 Church Street, Room 5C
Nashville, TN 37203

A copy of your objection must also be sent to the Settlement Administrator at the following address:

Beaver v. Nissan North America, Inc. Settlement Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

If you timely file an objection, it will be considered by the Court at the Fairness Hearing. You do not need to attend the Fairness Hearing in order for the Court to consider your objection. If you do not comply with these procedures and deadline for objection, you will lose your opportunity to have your objection considered at the Fairness Hearing or to otherwise contest the approval of the Settlement or to appeal from any order or judgment entered by the Court in connection with the Settlement.

16. What is the difference between excluding myself and objecting? Can I do both?

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

Your Rights – Appearing at the Hearing on the Settlement

17. Can I appear at the Settlement hearing when the Court decides whether to approve the Settlement?

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

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in this lawsuit, you must file a written notice with the Court and serve your notice of intent to appear as set forth above in Question 15. You must state in that paper, “I intend to appear at the fairness hearing.” The notice of intent to appear must be filed and served no later than June 3, 2025.

The Lawyers Representing You

18. Do I need to hire my own attorney?

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

Co-Lead Class Counsel:

Melissa S. Weiner PEARSON WARSHAW, LLP 328 Barry Avenue South, Suite 200 Wayzata, MN 55391	Lawrence Deutsch BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103
Natalie Finkelman Bennett MILLER SHAH LLP 1845 Walnut Street, Suite 806 Philadelphia, PA 19103	Norberto J. Cisneros MADDOX & CISNEROS, LLP 3230 S. Buffalo Drive, Suite 108 Las Vegas, NV 89102
Cody R. Padgett CAPSTONE LAW APC 1875 Century Park East, Suite 1000 Los Angeles, CA 90067	Mark Greenstone GREENSTONE LAW APC 1925 Century Park East, Suite 2100 Los Angeles, CA 90067
	J. Gerard Stranch IV STRANCH, JENNINGS & GARVEY, PLLC The Freedom Center 223 Rosa L. Parks Avenue, Suite 200 Nashville, TN 37203

If you decide to hire your own attorney, you will have to pay for his or her services. Your attorney must file an appearance with the Court no later than June 3, 2025, and serve a copy on Co-Lead Class Counsel at the addresses provided above and on Nissan's counsel at the following address: E. Paul Cauley, Jr., Faegre Drinker Biddle & Reath LLP, 2323 Ross Avenue, Suite 1700, Dallas, TX 75201, postmarked no later than June 3, 2025.

19. How much is Class Counsel being paid?

Co-Lead Class Counsel will apply to the Court for reasonable attorneys' fees and expenses in a total amount up to \$3,450,000. Any award of attorneys' fees and costs will be paid by Nissan separately from and in addition to any relief provided to the Settlement Class. Additionally, Co-Lead Class Counsel will apply to the Court for payments of \$5,000 each to the four (4) Class Representatives for their service to the Class. Any award of payments to the Class Representatives will be paid by Nissan separately from and in addition to any relief provided to the Settlement Class.

Final Approval of the Settlement

20. When will the Settlement become final?

The Court has preliminarily approved the Settlement provided for in the Settlement Agreement. The Settlement will not take effect unless and until: (1) the Court approves the Settlement after the Fairness Hearing and (a) a Final Order and Judgment has been entered by the Court and the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed. If appeals are filed, then the Settlement will not be final until all such appeals have been dismissed; (2) or the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment, which (a) is no longer subject to any further appellate challenge, or (b) has been affirmed by the United States Supreme Court.

The Court has scheduled a Fairness Hearing to be held on July 18, 2025 at 1:00 p.m. Central Time, to decide whether certification of the Settlement Class is proper; whether the Settlement is fair, adequate, and reasonable; and whether the Settlement should be finally approved. In addition, the Court will consider Co-Lead Class Counsel's application for an award of attorneys' fees and reimbursement of expenses. The Court is located at the United States District Court for the Middle District of Tennessee, Nashville Division, Fred D. Thompson Federal Building & Courthouse, 719 Church Street, Room 5C, Nashville, TN 37203. The Hearing may be rescheduled to a later time without further notice. You may, but do not have to, attend the Hearing. If the Court grants final approval to the Settlement and the time to appeal has expired, the Settlement will become final and benefits will be paid or made available to the Class.

21. What happens if the Settlement is not approved?

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

If You Do Nothing

22. What if I do not do anything?

If you do nothing, you will remain a Class Member. If the Settlement becomes effective, you will receive the Warranty Extension benefit of the Settlement automatically, and if you are eligible, you will also receive the Voucher benefit, but any Reimbursement benefits for which you may qualify can be obtained only by timely submitting a Claim Form as described above in Question 11. In return for these benefits, you will be bound by the terms of the Settlement, which means you cannot bring a lawsuit against Defendant for the same claims at issue in this lawsuit.

More Information

23. Where can I get more information?

If you have additional questions regarding this Notice or the Settlement, or if you did not receive Notice in the mail and believe that you may be a member of the Settlement Class, you should contact the Settlement Administrator's dedicated website for this case by visiting www.MuranoMaximaCVTsettlement.com or calling 1-888-726-1378 for more information, or you may communicate directly with Co-Lead Class Counsel by contacting the attorneys listed in Question 18.

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

The Clerk of the Court is located at:

**United States District Court
Middle District of Tennessee
Fred D. Thompson Federal Building & Courthouse
719 Church Street, Room 5C
Nashville, TN 37203**

Please do not contact the Court.

Date of Notice: April 4, 2025