

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

**THIS IS A FORMAL NOTICE OF A COURT ORDER APPROVING THE SETTLEMENT AND CLASS COUNSEL FEES
IN THE CASE OF *LEVY V. NISSAN CANADA INC.*, (Court file n°: 500-06-000907-184)
(LONG FORM)**

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 Members**”).

WHAT IS THIS LAWSUIT ABOUT?

On April 28, 2021, a class action was authorized against Nissan in the matter of *Levy v. Nissan Canada Inc.*, Superior Court of Québec Court File No.: 500-06-000907-184 (the “**Québec Action**”). 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 Members to incur monetary damages. Nissan denies any wrongdoing, and no court has concluded to any wrongdoing by Nissan.

This Notice is to inform you that the Superior Court of Québec and the Ontario Superior Court of Justice have approved the Settlement reached in the Québec Action as well as another class action lawsuit commenced 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 settlement applies to Québec Class Members as well as Class Members in the Ontario Action (together, the “**Settlement Class**” or “**Settlement Class Members**”).

The Settlement of the Québec Action was approved by the Superior Court of Québec on June 6, 2024.

This Notice provides important information concerning how Settlement Class Members can now submit their claims and receive compensation. Please read this Notice carefully.

WHAT IS AVAILABLE UNDER THE SETTLEMENT?

Nissan has agreed to provide, without any admission of liability, a Settlement Fund of CAD \$1,820,000 (“**Capped Settlement Fund**”) to pay the successful claims of Settlement Class Members.

Settlement Class Members may 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), are 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 CAD \$2,000 or 5% for any claim exceeding CAD \$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 are entitled to a maximum amount of **CAD \$35** for reimbursement of lost time, less 2% for the levy payable to the *Fonds d’aide aux actions collectives*.

If the total amount of claims to Settlement Class Members exceeds the total amount allocated for either the Documented Claims or the Undocumented Claims, the individual payments to Settlement Class Members may be reduced on a pro rata basis (proportionally).

A copy of the settlement agreement (the “Settlement Agreement”) and other related documentation are available online at www.nissandatasettlement.com.

AM I A SETTLEMENT CLASS MEMBER?

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

1. You 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.

OR

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

HOW TO MAKE A CLAIM UNDER THE 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.

The period for submitting a claim begins on July 11, 2024 and runs until October 21, 2024. During that period, you may make a claim by doing the following:

1. Fill out the Claim Form;
2. Include the required supporting documents/evidence, if you are making a Documented Claim; and
3. Submit the Claim Form and supporting documents/evidence to the Claims Administrator by mail (at the address listed on the Claim Form) or online (by completing the form available at www.nissandatsettlement.com) on or before the deadline to make a Claim: October 21, 2024.

Please keep a copy of your completed Claim Form and all of the supporting documents/evidence you submit for your own records. If you fail to submit a Claim Form and the required supporting documents/evidence on or before October 21, 2024, 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.

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.

DO I HAVE A LAWYER IN THIS CASE?

Yes. The lawyers (Class Counsel) 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.

Class Counsel

Lex Group Inc.

4101 Sherbrooke Street West

Montréal, QC H3Z 1A7

514-451-5500 (ext. 101)

info@lexgroup.ca

www.lexgroup.ca

HOW DO I OBTAIN MORE INFORMATION?

The Settlement Agreement and further detailed information, including relevant judgments, are on the Settlement Website at www.nissandatasettlement.com.

For more information, please contact:

Claims Administrator

RicePoint Administration Inc.
Nissan Data Incident Class Action
P.O. Box 3355
London, ON N6A 4K3
Phone (toll-free): 1-877-206-7028
www.nissandatasettlement.com

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.

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