

LONG FORM

NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING

Read this notice carefully as it may affect your rights.

THIS NOTICE IS DIRECTED TO:

All residents of Canada who own or have owned, or lease or have leased, one or more of the following Class Vehicles (listed below) affected by the alleged timing chain tensioning system defect asserted by Tobias Mueller in *Mueller v. Nissan Canada Inc.* (New Westminster Registry, No. S195075) (“Class Members”).

The Class Vehicles are as follows:

MODEL	MODEL YEARS (INCLUSIVE)
Nissan Maxima	2004-2008
Nissan Quest	2004-2009
Nissan Altima (with the VQ35 engine)	2004-2006
Nissan Pathfinder	2005-2007
Nissan Xterra	2005-2007
Nissan Frontier (with the VQ40 engine)	2005-2007

A class action settlement has been reached between the parties in *Tobias Mueller v. Nissan Canada Inc. and Nissan North America, Inc.* (New Westminster Registry, No. S195075) (the “**Action**”). The Supreme Court of British Columbia certified the class action, which was brought on behalf of Class Members across Canada. The proposed Settlement is a compromise of disputed claims and is not an admission of liability, wrongdoing, or fault by the defendants. The Settlement is subject to approval by the Supreme Court of British Columbia.

The Court appointed Tobias Mueller as representative plaintiff. Class counsel are Koskie Minsky LLP, Lenczner Slaght LLP, and Merchant Law Group LLP (collectively referred to as “**Class Counsel**”).

The defendants are Nissan Canada Inc. and Nissan North America, Inc. (collectively referred to as “**Nissan**”).

I. What is the Action about?

On October 12, 2017, the Action was commenced against Nissan in the Supreme Court of British Columbia. The Action alleged that the timing chain mechanisms in the engines installed in the Class Vehicles were prone to premature failure which could lead to personal injury. The plaintiff brought claims against Nissan for misrepresentation, negligence and failure to warn, breach of implied or express warranties, breach of competition and consumer protection legislation, and unjust enrichment. The plaintiff sought to recover damages for himself and Class Members for alleged losses as a result of this conduct.

Nissan denies these allegations and any unlawful conduct, wrongdoing or blame of any kind.

II. What are the terms of the Settlement?

The parties have reached a settlement of the Action, without an admission of liability on the part of Nissan, subject to approval by the Supreme Court of British Columbia (“**Settlement**” or “**Settlement Agreement**”).

This Settlement resolves the Action for all Class Members as against Nissan. If the Settlement is approved, a full release of all claims in the Action will be granted to Nissan. This Settlement represents a resolution of disputed claims, and Nissan does not admit any wrongdoing or liability.

With the sale of its new vehicles, Nissan provided a warranty period of 60 months or 100,000 kilometers, whichever occurs first (the “**New Vehicle Limited Warranty**”). During this time, diagnosis, repair or replacement to the primary or secondary timing chain systems or components (a “**Qualifying Repair**”) would have been paid for by Nissan under the New Vehicle Limited Warranty (the “**Powertrain Coverage**”).

The Settlement provides, at the option of the Class Member, either (i) partial reimbursement or (ii) a voucher towards the purchase of a new Nissan vehicle, as further explained below, if a Class Member paid or pays to diagnose, repair, and/or replace the primary or secondary timing chain systems or components in a Class Vehicle:

- a. For Qualifying Repairs on Class Vehicles that are made after the Powertrain Coverage under the New Vehicle Limited Warranty has expired, but at fewer than 130,001 kilometers, (i) reimbursement of 80% of the first \$1,200 of Qualifying Repair costs actually paid by the Class Member, or (ii) a Voucher in the amount of \$2,000 towards the purchase of a new Nissan vehicle.
- b. For Qualifying Repairs on Class Vehicles that exceed 130,000 kilometers but fewer than 160,001 kilometers, (i) reimbursement of 50% of the first \$1,200 of the Qualifying Repair costs actually paid by the Class Member, or (ii) a Voucher in the amount of \$1,300 towards the purchase of a new Nissan vehicle.
- c. For Qualifying Repairs on Class Vehicles that exceed 160,000 kilometers but do not exceed 190,000 kilometers, (i) reimbursement of 20% of the first \$1,200 of the Qualifying Repair costs actually paid by the Class Member, or (ii) a Voucher in the amount of \$660 towards the purchase of a new Nissan vehicle.

If a Class Member has a Qualifying Repair carried out on a Class Vehicle after receiving this notice, the repair must be by an authorized Nissan dealer and the Class Vehicle must be under the maximum permitted mileage, as described above.

Class Members may elect to make a claim for reimbursement or a voucher by submitting a valid and complete Claim Form and other required supporting documentation to the Claims Administrator during the Claims Period.

The Claims Period is a period of 90 days starting on the date the Notice of Settlement Approval and Claims Procedures is mailed by the Claims Administrator.

If a Class Member elects to receive a reimbursement, Class Members will receive payment through a cheque mailed by the Claims Administrator.

III. What are the fee arrangements?

Class Counsel will be seeking approval from the Court of legal fees in the amount of \$500,000, disbursements of approximately \$43,000, and an honorarium of \$2,000 to the representative plaintiff. The application for Court approval of Class Counsel's fee will be heard at the same time as the application for Court approval of the Settlement.

IV. When will the Settlement approval be heard?

The Settlement remains subject to approval by the Court. An application for approval of the Settlement will be heard by the Court in the City of New Westminster, at 651 Carnarvon St., on October 2, 2026, at 10:00 a.m. At this hearing, the Court will determine whether the Settlement is fair, reasonable and in the best interests of the Class Members.

Class Members who do not oppose the Settlement are not required to appear at the approval hearing or take any other action at this time. Class Members who consider it desirable or necessary to seek the advice and guidance of their own lawyers may do so at their own expense.

At the approval hearing, the Court will consider objections to the Settlement by the Class Members if the objections are submitted in writing, by prepaid mail or email to the Class Counsel's address below postmarked **no later than September 25, 2026**.

A written objection should include the following information:

- a) the objector's full name, current mailing address, and telephone number;
- b) the model year and VIN of the Class Member's Class Vehicle;
- c) a written statement of all factual and legal grounds for the objection accompanied by any legal support for such objection;
- d) copies of any papers, briefs or other documents upon which the objection is based; and
- e) whether the objector intends to appear at the hearing in person or by counsel, and, if by counsel, the name, address, telephone number, and email address of counsel.

V. Questions about the Settlement?

This notice contains only a summary of the Settlement, and Class Members are encouraged to review the complete Settlement Agreement. If you have questions that are not answered online, please contact the Class Counsel identified below.

The law firms Koskie Minsky LLP, Lenczner Slaght LLP, and Merchant Law Group LLP represent Class Members in the Action. They can be reached at:

Koskie Minsky LLP
20 Queen Street West
Suite 900, Box 52
Toronto, Ontario M5H 3R3
Phone: 1-800-836-5049
Email: [**nissanclassaction@kmlaw.ca**](mailto:nissanclassaction@kmlaw.ca)

Lenczner Slaght LLP
130 Adelaide St. W.
Suite 2600
Toronto, ON M5H 3P5
Phone: 416-865-9500

Merchant Law Group LLP
304-15127 100th Ave
Surrey, BC, V3R 0N9
Phone: 866-335-0489
Email: nissantimingchain@merchantlaw.com

This notice contains a summary of some of the terms of the Settlement Agreement. If there is a conflict between the provisions of this notice and the Settlement Agreement, including the Schedules to the Settlement Agreement, the terms of the Settlement Agreement and/or the Court orders shall prevail.

VI. What if I do not want to participate?

If you do not want to participate in the Action, you must complete and send an Opt-Out Form by September 25, 2026 (the “**Opt-Out Deadline**”), to Class Counsel at the addresses above.

If you opt out by the Opt-Out Deadline, you may be able to bring your own lawsuit against Nissan, but you will not be entitled to participate in the Settlement.

Opt-Out Forms are available at www.canadiantimingchainsettlement.ca or by contacting Class Counsel at the contact information provided above. All Class Members will be bound by the terms of the Settlement, unless they opt out of this Class Action.

This notice is given to you on the basis that you may be a Class Member whose rights could be affected by the Action. This notice should not be understood as an expression of any opinion of the Courts as to the merits of any claim or defences asserted in the Action. Its sole purpose is to inform you of the Action so that you may decide what steps to take in relation to it.

INQUIRIES SHOULD NOT BE DIRECTED TO THE COURTS.

THIS NOTICE HAS BEEN APPROVED BY THE SUPREME COURT OF BRITISH COLUMBIA.
