

**IN THE UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF MISSOURI**

LAURA FRANCES HAYS, on behalf of )  
herself and all others similarly situated, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
NISSAN NORTH AMERICA, INC., )  
 )  
Defendant. )

Case No. 4:17-CV-0353-BCW

**NOTICE OF PROPOSED SETTLEMENT**

**If you owned or leased a Nissan Altima (model years 2002-2006)  
or a Nissan Maxima (model years 2004-2008) in Missouri,  
then you may be entitled to benefits under a class action settlement.**

**Please 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 that alleges model year 2002-2006 Nissan Altima and model year 2004-2008 Nissan Maxima have defective front floor pans that may prematurely rust and damage the vehicles. The lawsuit involves only vehicles that currently are, or at the time of repair were, registered in Missouri.
- In this Notice, these cars are referred to as “Class Vehicles.”
- You are receiving Notice because records show that you currently own or previously owned or leased a Class Vehicle in Missouri.
- To be eligible to receive the benefits of this Settlement, you must either: (1) currently own or lease a Class Vehicle, or (2) have previously owned or leased a Class Vehicle and paid for repairs due to rust in a front floor pan.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***
- No Settlement benefits will be available or distributed unless the Court approves the Settlement and until the Effective Date.

## Summary of the Settlement Terms

The Settlement provides two categories of relief to Settlement Class Members, outlined below.

Settlement Benefit Category	Who Is Eligible	What You Can Get	How to Obtain It
<b>Inspection and repair</b>	Current owners or lessees of Class Vehicles.	<p>If your Class Vehicle has front floor pan corrosion, then Nissan will repair it free of charge.</p> <p>If your Class Vehicle requires repair, Nissan will provide you with a rental vehicle for up to five (5) days, if necessary.</p>	<p>Take your Class Vehicle to an authorized Nissan dealership in Missouri for its inspection within one year of the Effective Date.</p>
<b>Reimbursement for previously-paid, unreimbursed out-of-pocket expenses for the front floor pan repairs</b>	<p>Owners or lessees of Class Vehicles who paid to repair front floor pan corrosion in a Class Vehicle while the vehicle was registered in Missouri, if not already reimbursed.</p> <p>This includes current owners/lessees AND former owners/lessees.</p>	<p>Reimbursement claims for repairs will be reimbursed at 100% of the out-of-pocket expenses if the repair was completed at an authorized Nissan dealership.</p> <p>If the repair was not completed at an authorized Nissan dealership, claims will be reimbursed at 100% of the out-of-pocket expenses, not to exceed \$5,000.</p>	<p>You must submit a Reimbursement Claim Form (available at <a href="http://www.MissouriFloorpanSettlement.com">www.MissouriFloorpanSettlement.com</a>).</p> <p>You must include:</p> <ul style="list-style-type: none"> <li>(1) proof of repair and repair cost;</li> <li>(2) proof of payment; and</li> <li>(3) sufficient information to enable the Settlement Administrator to verify Missouri registration at the time of the repair.</li> </ul> <p>You must submit the Claim Form and Supporting Information within one year of the Effective Date.</p>

## Your Legal Rights and Choices Under the Settlement

You may	Summary	Read more	Deadline
<b>Receive Inspection and Repair</b>	To receive the inspection, you must take your Class Vehicle to an authorized Nissan dealership.  If a front floor pan repair is necessary due to corrosion, you will receive a repair at no cost, and be provided a rental vehicle for up to five (5) days during the repair.	Question 6	Within one year of the Effective Date of the Settlement.
<b>Submit a Claim Form for Reimbursement</b>	To be eligible for the reimbursement of out-of-pocket expenses for previous repairs of the front floor pans, subject to certain claim requirements, then you must submit the appropriate Claim Form and Supporting Information by the deadline.	Question 8	Submit a Claim Form and Supporting Information within one year of the Effective Date of the Settlement.
<b>Do nothing</b>	You are automatically included in the Settlement Class and eligible for Settlement benefits, but you will receive benefits only if you take the required steps outlined above.	Question 20	To take advantage of the Settlement’s benefits, you must act within one year of the Effective Date of the Settlement.
<b>Exclude yourself from the Settlement</b>	You get no Settlement benefits, but you keep your right to file your own lawsuit against Nissan at your own expense.	Question 10	Submit your opt-out request postmarked no later than September 6, 2022.
<b>Object</b>	Remain a Settlement 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.	Question 12	Submit your objection no later than September 6, 2022.

### Basic Information

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

This lawsuit is called *Laura Frances Hays v. Nissan North America, Inc.*, Case No. 17-CV-0353-BCW, pending in the United States District Court for the Western District of Missouri (“Lawsuit”). Laura Hays is the person who filed the lawsuit and she is called the Plaintiff. Nissan is known as the Defendant.

In the lawsuit, Plaintiff alleges that the Class Vehicles were designed with defective front floor pans that allowed moisture to become trapped in them and potentially rust. Plaintiff filed claims for declaratory judgment, breach of express warranty, violation of the Missouri Merchandising Practices Act, unjust enrichment, fraudulent concealment and violation of the Magnuson-Moss Warranty Act. The Court dismissed all claims except the Missouri Merchandising Practice Act, which it certified for class treatment.

Nissan denies all of Plaintiff’s claims related to the floor pans, denies all allegations of wrongdoing, fault, liability or damage of any kind to Plaintiff or the Settlement Class, and denies that it acted improperly or wrongfully in any way.

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

In a class action lawsuit, one or more people called “Class Representatives” (in this case, Laura Frances Hays) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The Court decided that this lawsuit can be a class action and move towards a trial because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

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

Plaintiff believes that her case is meritorious, yet she has agreed to this Settlement because, if it is approved, it provides substantial benefits to the Class, including free repairs and/or cash reimbursement. The Settlement also avoids the risks associated with further litigation and trial.

*Questions? Call 1-855-770-4786 or visit [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com) to learn more.*

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.**

**4. *What is the Effective Date of this Settlement?***

The Effective Date of this Settlement is the date when the Settlement becomes final. The Effective Date of the Settlement will be posted on the Settlement website when it is known, and supplemental notice will be provided directly to Settlement Class Members.

Settlement Class Members will have one year from the Effective Date to either have their Class Vehicle inspected (current owners/lessees) or to submit a Claim Form and Supporting Information for reimbursement for previous repairs (prior and current owners/lessees).

For more information regarding final approval of the Settlement, *see* Questions 18 and 19.

**Who is in the Settlement**

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

You are receiving Notice because records show that you currently own or previously owned a Class Vehicle in Missouri.

To be eligible to receive the benefits of this Settlement, you must either: (1) currently own or lease a Class Vehicle, or (2) have previously owned or leased a Class Vehicle and paid for repairs to rust in a front floor pan of a Class Vehicle.

Again, “Class Vehicle” is defined as a Missouri-registered:

- Nissan Altima (limited to model years 2002-2006), and
- Nissan Maxima (limited to model years 2004-2008).

**The Settlement Benefits – What You May Get**

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

If you are eligible, you could receive the following benefits if the Settlement is approved:

**A. Inspection or Repair for Current Owners of Class Vehicles**

Within one year of the Effective Date the Settlement, you may have your Class Vehicle inspected at any authorized Nissan dealership in Missouri for an inspection of whether front floor pan corrosion is present.

Nissan will repair the front floor pan of any Class Vehicle that presents with front floor pan corrosion free of charge. Nissan will not pay for unrelated repairs that may be needed or detected during the inspection, even for vehicle corrosion to areas other than the front floor pan.

If your Class Vehicle requires repair, then Nissan will provide you with a rental vehicle, if one is requested, for as long as completing the repair takes, but not more than 5 days.

Inspection of the front floor pan for corrosion must occur within **one year of the Effective Date of the Settlement.**

**B. Reimbursement for Repair Costs for Current or Previous Owners/Lessees**

If you are a current OR former owner/lessee of a Class Vehicle, and you already paid to repair the front floor pan(s) because of corrosion and you have not been reimbursed already, then Nissan will reimburse you for out-of-pocket expenses for the corrosion repair.

To recover, you will need to submit a Claim Form (enclosed or available online at [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com)), and you will need to submit the Supporting Information required by the Settlement, which must include:

- (1) proof of repair and repair cost;
- (2) proof of payment; and
- (3) sufficient information to verify that you owned or leased the Class Vehicle in Missouri at the time of the repair.

More details about the required documents are on the website at [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com).

*Questions? Call 1-855-770-4786 or visit [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com) to learn more.*

If your repairs were performed by an authorized Nissan dealership, then Nissan will reimburse you 100% of your out-of-pocket expenses (provided that you submit a valid Claim Form and Supporting Information).

If your repairs were performed somewhere other than an authorized Nissan dealership, then Nissan will reimburse you 100% of the out-of-pocket expenses, but the reimbursement shall not exceed \$5,000 (again, provided that you submit a valid Claim Form and Supporting Information).

You must submit your reimbursement claim via the enclosed form or online at [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com) within one year of the Effective Date of the Settlement.

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

Yes. Unless you exclude yourself from the Settlement (or “opt out”), you are part of the Settlement Class. By staying part of the Settlement Class, all court orders will apply to you, and you will give Nissan a “release.” This means you cannot sue or be part of any other lawsuit against Nissan based on the claims asserted and relief requested in this case. The specific claims and parties you will be releasing are described in full detail in the Settlement Agreement, available at [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com).

**How to Get a Benefit**

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

If you are a current owner/lessee of a Class Vehicle and you are eligible for the inspection and repair, then you must take your Class Vehicle to an authorized Nissan dealership within one year of the Effective Date of the Settlement. You can find more details about the inspection and repair period on the Settlement website at [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com).

If you are a current owner/lessee or former owner/lessee of a Class Vehicle who previously paid for repairs and have not already been reimbursed, then you must submit a Claim Form and Supporting Information within one year of the Effective Date of the Settlement. A Claim Form can be accessed at [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com) or by calling the Settlement Administrator at **1-855-770-4786**.

You can submit the Claim Form and your Supporting Information online at the website above, or by mailing them to:

*Hays v. Nissan North America, Inc.*  
c/o KCC Class Action Services  
P.O. Box 8060  
San Rafael, CA 94912-8060

Regardless of how you submit your Claim Form and Supporting Information, you must do so within one year of the Effective Date of the Settlement.

Upon receiving a Reimbursement Claim Form from a claimant, the Settlement Administrator will review the documentation and confirm or deny the Settlement Class Members’ eligibility for reimbursement.

Settlement checks will be effective for 180 days from the date of issuance. Checks that are not negotiated or deposited within that timeframe will be void.

**Your Rights – Opting Out of the Settlement**

**9. *Can I choose to exclude myself from the Settlement?***

You can choose not to be part 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 any benefits from the Settlement. However, you will not be bound by any judgment or settlement of the lawsuit and will keep your right to sue Nissan independently and at your own expense over any claims you have.

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

If you choose to exclude yourself from this lawsuit and do not wish to participate in this lawsuit at all, then you must send an “Exclusion Request” in the form of a letter, sent by mail, stating that you want to be excluded from *Hays, et al. v. Nissan North America, Inc.*, Case No. 17-CV-0353-BCW. The Exclusion Request should contain the following information:

- 1) The name of the lawsuit: *Hays, et al. v. Nissan North America, Inc.*, Case No. 4:17-CV-0353-BCW;
- 2) The full name and address of the registered owner/lessee of the vehicle;
- 3) The Vehicle Identification Number (VIN);
- 4) The vehicle year;
- 5) The vehicle make and model;
- 6) A clear statement of your intent to exclude yourself from the lawsuit (for example, “Please exclude me from the ‘Floor Pan Litigation’”); and
- 7) Your signature and the date you signed it.

You must mail your Exclusion Request postmarked no later than **September 6, 2022** to the address below:

*Hays, et al. v. Nissan North America, Inc.*  
 c/o KCC Class Action Services  
 P.O. Box 8060  
 San Rafael, CA 94912-8060

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

**Your Rights – Objecting to the Settlement**

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

If you do not exclude yourself from the Settlement Class, you can tell the Court 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 Settlement Class Member and cannot exclude yourself.

**12. 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, (2) Class Counsel, and (3) Nissan’s counsel (addresses below). Your objection must contain the following:

- 1) The name of the lawsuit: *Hays v. Nissan North America, Inc.*, Case No. 4:17-CV-0353-BCW;
- 2) Your full name, current address and telephone number;
- 3) Dates you owned or leased a Class Vehicle; the model, model year, and Vehicle Identification Number (VIN) of your Class Vehicle(s);
- 4) Proof you owned or leased a Class Vehicle (i.e., a true copy of a vehicle title, registration, lease document, or other document reflecting current or former ownership);
- 5) Specific reasons for your objection, including the factual and legal grounds for your position;
- 6) Whether the objection applies only to you, a specific subset of the Class, or to the entire Class;
- 7) The name and contact information of any and all attorneys representing, advising, or in any way assisting you;
- 8) A list of all class action settlements to which you have submitted an objection in the previous five (5) years, if any;
- 9) Copies of any papers, briefs, or other documents upon which the objection is based, if any, or that you want the Court to consider in support of your objection;
- 10) A statement of whether you intend to appear at the Final Approval Hearing, and whether you will be represented by separate counsel; and
- 11) Your signature and the date of your signature.

You must file your objection with the Court and mail separate copies to Class Counsel and Nissan’s counsel by first-class United States Mail. The objection must be *received* by the Court and Class Counsel no later than **September 6, 2022**.

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

U.S. District Court for the Western District of Missouri  
*Hays, et al. v. Nissan North America, Inc.*  
 Case No. 17-CV-0353-BCW  
 Courtroom 7D  
 400 East Ninth Street  
 Kansas City, MO 64106

*Questions? Call 1-855-770-4786 or visit [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com) to learn more.*

The copies to be served on Class Counsel and Nissan's counsel must be mailed to the following addresses:

**Class Counsel:**

Matthew L. Dameron  
Williams Dirks Dameron LLC  
1100 Main Street, Suite 2600  
Kansas City, MO 64105

**Counsel for Nissan:**

Holly Pauling Smith  
Shook Hardy & Bacon  
2555 Grand Boulevard  
Kansas City, MO 64108

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

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

No. Excluding yourself means removing yourself from 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 Final Approval Hearing**

**14. *Do I have to come to the hearing?***

No. Class Counsel will represent all Settlement Class Members at the hearing and answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection is *received* on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not required.

**15. *Can I appear at the Final Approval Hearing?***

As long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself at the Final Approval 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 at the Final Approval Hearing, 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 on the attorneys listed above in Question 12.

You must state in that notice, "I intend to appear at the hearing." The notice of intent to appear must be filed and served no later than **September 6, 2022**. Information about how to join the Final Approval Hearing, whether it is held in person or by other means, will be provided to Settlement Class Members who serve a timely objection with a notice of intent to appear at the Final Approval Hearing.

The hearing may be conducted via video conference, telephone conference call, or other remote means. Check the Settlement website for additional details.

**The Lawyers Representing You**

**16. *Do I need to hire my own attorney?***

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

- Williams Dirks Dameron LLC ([www.williamsdirks.com](http://www.williamsdirks.com))
- Stueve Siegel Hanson LLP ([www.stuevesiegel.com](http://www.stuevesiegel.com))

*Questions? Call 1-855-770-4786 or visit [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com) to learn more.*

If you decide to hire your own attorney, you will have to pay for his or her services and you will not be reimbursed for paying them.

**17. How will Class Counsel be paid, and will the Representative Plaintiff receive a Service Award?**

Class Counsel will apply to the Court for reasonable attorneys' fees in an amount not to exceed \$2,750,000, and reimbursement of costs in an amount not to exceed \$225,000. 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, Class Counsel will apply to the Court for a payment of \$6,000 to Plaintiff for her service to the Class. Any award of payments to Plaintiff will be paid by Nissan separately from and in addition to any relief provided to the Settlement Class.

**Final Approval of the Settlement**

**18. When will the Settlement be final?**

The Court has scheduled a Final Approval Hearing, to be on held on **September 29, 2022 at 10:00 a.m.** to decide whether the Settlement is fair and reasonable, and whether the Settlement should be approved. In addition, the Court will consider Class Counsel's application for an award of attorneys' fees and reimbursement of expenses, and the proposed payment to Plaintiff. The Court may listen to people who have asked to speak at the hearing. The hearing will be held at this location:

U.S. District Court for the Western District of Missouri  
Courtroom for the Hon. Brian C. Wimes (Courtroom 7D)  
400 East Ninth Street  
Kansas City, MO 64106

The Final Approval Hearing may be held by remote means (e.g., video conference or teleconference). The Final Approval Hearing may be rescheduled to a later time without further notice. Any changes to the schedule or means of conducting the hearing will be posted on the Settlement website: [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com).

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

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

**If You Do Nothing**

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

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

**More Information**

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

This Notice, which has been approved by the Court, is only a summary. If you wish to obtain more detailed information, you may review the Settlement Agreement which contains the complete terms of the Settlement. The Settlement Agreement, along with the pleadings, records and other papers regarding the lawsuit, are available on the Settlement website [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com).

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.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com) or calling **1-855-770-4786** for more information, or you may communicate directly with Class Counsel by contacting the attorneys listed in Questions 12 and 16.

EXCEPT AS NOTED HEREIN, PLEASE DO NOT CALL OR WRITE THE COURT.

IF YOU STILL HAVE QUESTIONS, CONTACT THE SETTLEMENT ADMINISTRATOR AT 1-855-770-4786 OR  
VISIT [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com).

*Questions? Call 1-855-770-4786 or visit [www.MissouriFloorpanSettlement.com](http://www.MissouriFloorpanSettlement.com) to learn more.*