

NOTICE OF PROPOSED SETTLEMENT

**IF YOU BOUGHT OR LEASED A 2003-2004 NISSAN 350Z
YOU MAY QUALIFY FOR BENEFITS FROM A CLASS
ACTION SETTLEMENT**

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

The Court ordered this notice. It is not from a lawyer, and you are not being sued.

- The Settlement resolves a lawsuit about whether the Nissan 350Z has performance problems involving premature tire wear and excessive tire noise.
- The Settlement will provide various benefits available to specified class members, including a Dealer Shopping Card and a Coupon for discounts on a tire purchase.
- You must file a claim form to be eligible for any benefits.
- 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:
Submit a claim form	This is the <u>only</u> way to get benefits. Read this notice carefully for information on deadlines.	Page 5	Postmarked by deadline stated on Claim Form, i.e., 2 months after Effective Date of Settlement.
Stay in the class and hire your own attorney	If you want your own attorney to represent you, you must pay for him or her yourself. Your attorney must file an Entry of Appearance.	Page 8	Received by April 29, 2008
Opt out of the Settlement	Ask to get out of the Settlement. You get no benefits, but keep your right to file your own lawsuit, if you want.	Page 6	Postmarked by April 29, 2008
Object	Remain a class member and tell the Court what you don't like about the Settlement.	Page 6	Received by April 29, 2008
Do nothing	You get no benefit, and you give up the right to sue on these claims later.	Page 10	

***No settlement benefits will be distributed unless the Court approves the Settlement and it becomes final.
For Answers to Frequently Asked Questions, Call 1-888-388-0318***

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Basic Information

1. What is this lawsuit about?

Lawsuits were filed regarding the Nissan 350Z, model years 2003 and 2004. The plaintiffs allege that Nissan designed and manufactured the 2003-2004 Nissan 350Z vehicle (the “350Z” or “Z”) with a defective front-end suspension that causes uneven and accelerated tire tread wear and tire noise in the form of a tire roar or growl. The Plaintiffs bring claims against Nissan for breach of express warranty, breach of implied warranty, violation of state consumer protection statutes, and equitable relief. Contrary to Nissan’s position set forth below, Plaintiffs believe that each of their claims has merit and the Lawsuits and Settlement Agreement provide 350Z customers with a much needed remedy.

Nissan denies Plaintiffs’ claims, and believes that the Lawsuits are without merit. Nissan says that, after release of the 350Z, some owners experienced a tire noise – perhaps described as a tire “roar” or “growl” – predominately during low speed braking. Nissan studied the matter and Nissan’s position is that incorrect alignment of certain 350Zs, designed to maximize handling performance and requiring very accurate front wheel alignment, may result in irregular tire wear and tire noise in the 350Z. It voluntarily extended the alignment warranty for 2003 350Zs intended to ensure that Zs which experienced the incident were properly aligned, and if required, received new tires and believed those measures would effectively remedy the condition.

Nissan further contends that, after the warranty extension, it continued to monitor the effectiveness of these improvements, and determined that they significantly reduced the number of vehicles experiencing this incident. However, some customers experienced a recurrence of tire growl. A new tire with a slightly modified tread pattern more resistant to such tire wear was later introduced into production and Nissan claims that vehicles equipped with those tires experienced virtually no incidents of tire noise. Therefore, Nissan further extended the warranty for alignment to 36 months or October 31, 2005 (whichever came later), and unlimited mileage for all 2003 models, and to 36 months and unlimited miles for all 2004 350Z models. In addition, certain customers who had previously purchased replacement tires for their Z, were eligible for reimbursement. As a result, Nissan contends that the actions voluntarily taken by it to address tire noise complaints, including the warranty extensions, resolved any issues concerning tire noise in the Z.

The Court in charge of the Lawsuits is the Superior Court of the State of California for Orange County. The people who sued are called the Plaintiffs. The companies they sued – Nissan North America, Inc. and Nissan Design America – are called the Defendants.

2. *Why is this a Class Action?*

In a class action lawsuit, one or more people called “Class Representatives” sue on behalf of people who have similar claims. The people together are a “Class” or “Class Members.” The Court decided that the Lawsuits can be a class action for settlement purposes only. That means that if the Settlement is not approved by the Court, then Class Members will not get the benefits of this settlement and Plaintiffs will need to go back to Court to prove their case through trial.

3. *Why is there a settlement?*

The Plaintiffs believe that their case is meritorious and they would be able to prevail at trial. They have agreed to a settlement to avoid the costs and risks of a trial, and because, if the Settlement is approved, it provides significant benefits to the class.

Even though Nissan believes the Lawsuits have no merit, it was nevertheless willing to enter into this settlement as a further commitment to its Z owners to ensure the satisfaction of any of its customers who may not have been fully satisfied by the previous warranty extensions, to preserve and enhance goodwill with its 350Z customers, including the Plaintiffs, and to end further litigation in the Lawsuits which could be protracted, burdensome and expensive.

The Court has not decided who is right or wrong in the Lawsuits. This proposed settlement is not, and should not be construed as, evidence of Nissan’s admission or concession of any fault, wrongdoing or liability whatsoever.

Who is in the Settlement

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

You are a class member and part of the Settlement if you are either a current owner or an original owner or lessee of 2003 or 2004 model year Nissan 350Z in the United States and Puerto Rico. Fleet and governmental purchasers and lessees are not included.

The Settlement Benefits – What You Will Get

5. *What are the possible benefits of this settlement?*

If you are a class member, and you return a completed claim form by the appropriate deadline, you could receive one of the following benefits:

- Service Visit/Tire Discount Coupon; or a
- Dealer Shopping Card

More specific information about how to tell which benefits you may be eligible for is found below.

6. What are the details about the two types of benefits I may be eligible for?

A. Service Visit/Tire Discount Coupon.

Nissan will send you a Service Visit/Tire Discount Coupon if you meet the following criteria: (a) you are experiencing tire roar or tire growl in your 2003 or 2004 model year 350Z; (b) you had 14,000 miles or less on your current set of OEM Bridgestone front tires on the effective date of settlement; and (c) you have a valid receipt from your tire vendor or Nissan dealer showing the mileage on your Z at the time of purchase/installation of your current front tires.

Upon presenting the Service Visit/Tire Discount Coupon to an authorized Nissan dealer (the “Dealer”), the Dealer will first verify from your coupon that you have 14,000 or fewer miles (plus a grace period) on your current set of OEM Bridgestone front tires before performing any services on your vehicle. Nissan will provide you a “grace period” of one thousand (1000) miles per thirty (30) days of use, starting with the effective date of settlement until the coupon expires, six (6) months from the effective date of settlement.

The Service Visit/Tire Discount Coupon entitles you to a “Tread Check” by the Dealer. If the “Tread Check” shows that the front tires of your 350Z have a tread lug height difference exceeding 0.45 mm, then the Dealer will perform a “Front End Alignment Check” on your vehicle to determine if your front wheels are within Nissan’s alignment specifications. The service procedure ends if the “Tread Check” shows that the front tires of your 350Z do not have a tread lug height difference exceeding 0.45 mm or if the “Front End Alignment Check” shows that your front wheels are not within Nissan’s alignment specifications.

If the “Tread Check” shows a height difference in the tread lugs exceeding 0.45 mm; and the “Front End Alignment Check” shows that both front wheels are aligned within Nissan’s alignment specifications, you may (1) use the Tire Discount Coupon for a \$125.00 discount toward the purchase of a new set of OEM size tires for the 350Z at the Dealer, or (2) purchase a new set of OEM size tires for the 350Z from the retailer of your choice and use the Tire Discount Coupon to obtain a \$125.00 rebate from Nissan.

- The Tread Check: The Dealer will follow Nissan’s front tire inspection procedure to determine if the height difference between any two tread lugs on each of the front tires exceeds 0.45 mm using Nissan’s tread check kit. This Notice provides only a summary of the “Tread Check” procedure. Further detailed information regarding the “Tread Check” is attached to the Settlement

Agreement. For information about how to review the Agreement, please see section 21.

- The Front End Alignment Check: The authorized Nissan dealer will follow Nissan's front end alignment check procedure to determine the total toe-in. This Notice provides only a summary of the "Front End Alignment Check" procedure. Further detailed information regarding the "Front End Alignment Check" procedure is attached to the Settlement Agreement. For information about how to review the Agreement, please see section 21.

You will have a period of six (6) months from the effective date of settlement to visit a Dealer to have these services performed. Also, you must **return the Claim Form along with a copy of your receipt to Nissan within two (2) months from the effective date of settlement.**

B. Dealer Shopping Cards.

If you are either an original or current owner or lessee of a 2003 model year Nissan 350Z, you will receive a **\$225.00** Dealer Shopping Card from Nissan if you have, at the time of receipt of this Notice, had (a) three (3) sets of front tire replacements with appropriate contemporaneous documentation of a tire noise complaint by the tire vendor or servicing Nissan dealer; and (b) return the Claim Form and documentation to Nissan within two (2) months of the effective date of settlement.

If you are either an original or current owner or lessee of a 2004 model year Nissan 350Z, you will receive a **\$150.00** Dealer Shopping Card from Nissan if you have, (a) at the time of receipt of this Notice, had two (2) sets of front tire replacements with appropriate contemporaneous documentation of a tire noise complaint by the tire vendor or servicing Nissan dealer, and (b) return the claim form and documentation to Nissan within two (2) months of the effective date of settlement.

The Dealer Shopping Cards are redeemable for goods or services at any authorized Nissan dealership, including vehicle service and repairs, parts, accessories and authorized merchandise.

You must **return the Claim Form along with a copy of your receipt to Nissan within two (2) months from the effective date of settlement.**

7. *When will I get the benefits from this settlement?*

You will not get any benefits from the Settlement until after the Court gives its final approval to the Settlement. The Court has scheduled a hearing for May 29, 2008, to consider whether to give that approval. The hearing may be continued by the Court without notice. Please call 1-888-388-0318 for updates.

8. *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 Class. By staying part of the Class, Court orders will apply to you, and you will give the Defendants a “release.” A release means you can’t sue or be part of any other lawsuit against the Defendants about the claims or issues in *this* lawsuit ever again.

How to Get a Benefit – Submitting a Claim Form

9. *What do I need to do to get the benefits of this settlement?*

TO REMAIN A SETTLEMENT CLASS MEMBER YOU DO NOT NEED TO DO ANYTHING NOW. However, to get a benefit from the Settlement, you must complete and file a Claim Form at the appropriate time as explained below.

Shortly after the effective date of settlement or the date when Judgment is final under California law, members of the Settlement Class will receive a Claim Form. Any member of the Settlement Class may submit a Claim Form for a period of two (2) months following the effective date of settlement. Claim forms submitted more than two (2) months after the effective date of settlement will not be considered.

Claim Forms that do not meet the requirements of the Settlement Agreement and the Claim Form instructions will be rejected. However, before the Claim Form is rejected, the Claims Administrator will notify the claimant to provide him or her with any opportunity to remedy the deficiencies in the Claim Form or supporting documentation. If the deficiencies are not corrected, the Claims Administrator will notify the claimant in writing.

The Claims Administrator will not send benefits to Class Members until after the Claims Period is closed. Claim Forms will not be mailed until 10 days after (a) the Settlement is finally approved by the Court after the Fairness Hearing and a Final Order and Judgment has been entered by the Court and (i) the applicable period for the appeal of the Final Order and Judgment has expired without any appeals having been filed or (ii) all such appeals have been dismissed; or (b) the appropriate Court of Appeals has entered

a final judgment affirming the Final Order and Judgment of the Court which is (i) no longer subject to any further appellate challenge or (ii) has been affirmed by the United States Supreme Court

Your Rights – Getting Out of the Settlement

10. 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 receive any of the benefits of the Settlement. However, you will not be bound by any judgment or settlement of this class action lawsuit and will keep your right to sue Defendants independently, if you want.

11. How can I exclude myself from the Settlement?

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

- (1) The name of the lawsuit “*Nissan 350Z Cases*, Judicial Council Coordination Proceeding No. 4421.”
- (2) Your full name, current address and telephone number;
- (3) A specific statement of your intent to exclude yourself from the lawsuit (e.g., “Please exclude me from the Settlement Class in the 350Z Litigation);
- (4) Your signature and the date you signed it.

You must send your Request for Exclusion or Opt-Out by first-class United States Mail, postmarked no later than April 29, 2008, to MINACS, the Settlement Administrator, at P.O. Box 2909, Farmington Hills, MI 48333-2909. If you do not follow these procedures and deadlines to exclude yourself from the Settlement, you remain a Settlement Class member 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 judicial approval.

Your Rights – Objection to the Settlement

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

If you don’t exclude yourself, you can tell the Court you do not like the Settlement or some part of it. This could be any aspect of the Settlement, payment of attorneys’ fees and costs, or any other reason. If you object to the Settlement, you remain a class member. If the Court overrules your objection, you will be bound by the terms of the Settlement.

13. How can I object to the Settlement?

If you did not opt-out of the Class Settlement, you may object to the certification of the Settlement Class, to the proposed Settlement terms, or to Class Counsel's Application for an award of attorneys' fees and expenses. In order to object, you or your attorney must file with the Court and send to Class Counsel and Nissan's counsel, a written objection and supporting papers that contain:

- (1) the name of the lawsuit "*Nissan 350Z Cases*, Judicial Council Coordination Proceeding No. 4421;"
- (2) your full name, current address and telephone number;
- (3) whether, as of the date of the written objection, you own or lease or whether you previously owned or leased a 2003-2004 Nissan 350Z;
- (4) the Vehicle Identification Number (VIN) of your vehicle;
- (5) each specific reason for your objection;
- (6) all evidence and supporting papers (e.g., briefs, written evidence, and declarations) that you want the Court to consider in support of your objections;
- (7) your signature and the date of your signature.

If you, or your separate counsel, wish to appear and be heard orally at the Fairness Hearing, you must state your desire to appear personally or by your separate counsel in your written objection. However, Settlement Class members who object to the Settlement are not required to attend the Fairness Hearing. You must file your objection with the Court, and serve separate copies on Class Counsel and Nissan's counsel by first-class United States Mail, no later than April 29, 2008. The copies to be served on Class Counsel and Nissan's counsel must be mailed to the following addresses:

Class Counsel:

Mike Eidson
Curtis Miner
COLSON HICKS EIDSON
255 Aragon Avenue, 2nd Floor
Coral Gables, FL 33134

Jonathan Shub
SEEGER WEISS, LLP
1515 Market Street, Suite 1380
Philadelphia, PA 19102

Counsel for Nissan:

Jacqueline M. Jauregui
Sandra C. Hung
SEDGWICK, DETERT, MORAN & ARNOLD LLP
801 South Figueroa Street, 19th Floor
Los Angeles, California 90017-5556

If you do not comply with these procedures or deadline for objection, you will lose all opportunity to have your objections considered at the Fairness 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.

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

Excluding yourself means getting out of the Settlement altogether – you wouldn't receive any benefits or be bound by the terms of the Settlement. Objecting means remaining in the Settlement, but complaining about some part of it you don't like. You can't do both.

Your Rights – Appearing at the Hearing

15. Can I appear at the Settlement hearing?

As long as you don't exclude yourself, you can (but do not have to) participate and speak for yourself in this lawsuit and Settlement. 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 participate or speak for you in this lawsuit, you must give written notice in your objection to the Settlement filed with the Court and mailed to the attorneys listed above in paragraph 13. You must state in that paper "I intend to appear at the hearing."

The Lawyers Representing You

16. 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 Class Counsel. You do not have to pay for Class Counsel's services. You may contact Class Counsel if you have any questions about this notice or settlement, but please *do not contact the Trial Judge in this Action.*

Class Counsel:

Mike Eidson
Curtis Miner
COLSON HICKS EIDSON
255 Aragon Avenue, 2nd Floor
Coral Gables, FL 33134

Jonathan Shub
SEEGER WEISS, LLP
1515 Market Street, Suite 1380
Philadelphia, PA 19102

If you decide to hire your own attorney, you have to pay for his or her services. Your attorney must file an appearance no later than April 29, 2008 with the Clerk of the Court, and must send a copy, by first-class United States Mail, to Class Counsel and Nissan's counsel at the addresses provided above, **postmarked no later than April 29, 2008.**

17. How much is Class Counsel being paid?

Class Counsel will apply to the Court for reasonable attorneys' fees and expenses in an amount up to \$1,280,000. Nissan has agreed not to oppose this application. 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.

Final Approval of the Settlement

18. 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 (i) 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, or (ii) all such appeals have been dismissed; or (2) the appropriate Court of Appeals has entered a final judgment affirming the Final Order and Judgment of the Court, which (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court.

The Court has scheduled a final approval or Fairness Hearing, to be held on **May 29, 2008 at 2:30 p.m.** 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 Class Counsel's application for an award of attorneys' fees and expenses. The Court will also consider whether to award the class representatives each with an incentive payment of \$2,500.00. The Court is located at the Superior Court of the State of California, County of Orange, Civil Complex Center,

751 West Santa Ana Boulevard, Dept. CX-104, Santa Ana, CA 92701. The hearing may be rescheduled to a later time without further notice. You may, but do not have to, attend the final approval hearing(s). After the Court rules on the final approval and the time to appeal has expired, the Settlement will become final.

19. What happens if the Settlement is not approved?

If the Court does not approve the Settlement, class members will not receive any of the 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

20. What if I don't do anything?

If you do nothing, including choosing to not submit a claim form, you will not receive any benefits from this settlement, but you will still be a class member. You will be bound by the terms of the Settlement, which means you cannot bring a lawsuit against Defendants regarding the same claims.

More Information

21. Where can I get more information?

If you have additional questions regarding this Notice of Settlement, or if you did not receive this Notice in the mail and believe that you may be a member of the Settlement Class, you should call 1-888-388-0318 for more information. If you choose to communicate directly with Class Counsel, you may contact Jonathan Shub, Seeger Weiss, LLP, 1515 Market Street, Suite 1380, Philadelphia, PA 19102, e-mail: jshub@seegerweiss.com and Curtis Miner, Colson Hicks Eidson, 255 Aragon Avenue, 2nd Floor, Coral Gables, FL 33134, e-mail: curt@colson.com.

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 Lawsuits, 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:

**Superior Court of California
County of Orange
Civil Complex Center
751 West Santa Ana Boulevard
Santa Ana, CA 92701
Hours: 8:00 AM to 5:00 PM (Monday – Friday)**

Please do not contact the Trial Judge in this Action.