Nissan Rogue and Pathfinder and INFINITI QX60
CVT Settlements

Nissan and INFINITI have agreed to arbitrate certain transmission-related claims for the duration of the Powertrain Warranty on 2014-2018 model year Nissan Rogue, 2015-2018 model year Nissan Pathfinder, and 2015-2018 INFINITI QX60 vehicles equipped with a CVT. The Powertrain Warranty on 2014-2018 model year Nissan Rogue and 2015-2018 model year Nissan Pathfinder is now extended to 84 months or 84,000 miles, whichever occurs first. The Powertrain Warranty on 2015-2018 model year INFINITI QX60 vehicles is now extended to 96 months or 96,000 miles, whichever comes first.

The following Program Summary describes the claims that may be resolved through BBB National Programs.

CLAIMS COVERED BY THE PROGRAM

Claims that Nissan or INFINITI, after December 22, 2021, breached the New Vehicle Limited Warranty related in any way to the transmission.

CUSTOMER RESPONSIBILITIES

At the time of the repurchase or replacement transaction, the customer’s vehicle must be currently registered. The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

CLAIMS THAT WILL NOT BE ARBITRATED

- Claims involving vehicles with a salvaged, “total loss” or similarly branded titled vehicles.
- Claims alleging failure to disclose vehicle damage that has been corrected prior to the vehicle’s delivery to the customer.
- Claims involving a vehicle defect if the customer alleges – either as part of the BBB National Programs claim or at any other time – that the vehicle defect has (1) caused bodily injury or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- Claims seeking punitive damages or compensation for legal fees, loss of wages, personal injury, or mental anguish.
- Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Nissan.
OTHER IMPORTANT INFORMATION

- The customer must own or lease the vehicle throughout the entire arbitration process.
- A test drive may be taken in the vehicle only if the customer has liability insurance that satisfies his/her state’s minimum requirements.

BBB National Programs will let the parties know if other restrictions apply.

PROGRAM SUMMARY

Eligible Claims

Claims that Nissan or INFINITI, after December 22, 2021, breached the New Vehicle Limited Warranty related in any way to the transmission.

Eligible Vehicles

The customer’s vehicle must be a 2014-2018 model year Nissan Rogue, 2015-2018 model year Nissan Pathfinder, or 2015-2018 model year INFINITI QX60 vehicle equipped with a CVT, which the customer purchased or leased in the United States or its territories including Puerto Rico.

Applicable Warranty

In deciding any Eligible Claims, apply the following warranties:

If the issue is related to the transmission assembly (including torque converter and/or valve body) and/or the Automatic Transmission Control Unit, the Powertrain Warranty for 2014-2018 model year Nissan Rogue and 2015-2018 model year Nissan Pathfinder vehicles has been extended from 60 months or 60,000 miles, whichever occurs first, to 84 months or 84,000 miles, whichever occurs first. The Powertrain Warranty for 2015-2018 model year INFINITI QX60 vehicles has been extended from 72 months or 70,000 miles, whichever occurs first, to 96 months or 96,000 miles, whichever occurs first.

For any other issue included with a transmission claim, apply the applicable coverage period in the New Vehicle Limited Warranty.

Only Transmission Issues Occurring After December 22, 2021 To Be Considered

In deciding the claim, BBB National Programs will only consider transmission performance issues, repairs or repair attempts, or any other conduct or events that occurred after December 22, 2021. Unless the claimant can establish that he/she opted out of the settlement, any claim based, in whole or in part, on any transmission performance issue, repair or repair attempt, or any other conduct or event on or before December 22, 2021 has been released as part of the settlement.

Time-Period for Filing Claims

Claims must be received by BBB National Programs before the expiration of the Powertrain Coverage period of the Nissan New Vehicle Limited Warranty as extended.
Remedies

The arbitrator may award the following remedies:

- Repairs.
- Reimbursement for money the customer paid to repair the vehicle if the repairs should have been covered by the Nissan New Vehicle Limited Warranty.
- Reimbursement of reasonably incurred towing costs not to exceed $35.00 per disablement.
- Repurchase of the vehicle.
- Replacement of the vehicle if it was purchased or leased new.

Repairs/Reimbursement for Repairs

The arbitrator may award repairs to, or reimbursement for money paid for the repair of, defects in material or workmanship covered by the Nissan New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle’s options or its design.

Repurchase or Replacement

If a repurchase or replacement is awarded, the arbitrator may award up to the following remedies (subject to the deductions and exclusions listed in the next section):

- **Owned vehicle repurchase** – Nissan or INFINITI will refund the actual amount paid for the vehicle. This will not include any collateral charges (such as taxes, fees, finance and other charges, non-manufacturer items installed by a dealer or the customer, service contracts, or insurance policies).

- **Leased vehicle repurchase** – Nissan or INFINITI will pay to the lessor the pay-off amount pursuant to the lease. Nissan or INFINITI will refund to the lessee any trade-in allowance/down payment and all base monthly payments actually paid, excluding all collateral charges (such as taxes, fees, finance/lease and other charges, non-manufacturer items installed by a dealer or the customer, service contracts, or insurance policies).

- **Replacement of a vehicle purchased or leased new** – Nissan or INFINITI will replace the vehicle with a new and substantially identical vehicle (not including modifications or additions after the vehicle’s purchase/lease) from the same model year or, if one is not available, from the next model year. If a replacement vehicle from the same or next model year is not available, the customer may receive a replacement vehicle from subsequent model years but will be required to pay the difference between the Manufacturer’s Suggested Retail Price (M.S.R.P.) of the current vehicle and the M.S.R.P. of the replacement vehicle.

**Important:** Replacement is not an available remedy if the current customer purchased or leased a used vehicle.
Deductions/Exclusions from a Repurchase or Replacement Award

- The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.
- The award will not include debt from a previous transaction.
- The repurchase award will be reduced, or the replacement award will require payment, for the customer’s use of the vehicle using the following formula:

\[
\text{Use Deduction/} \quad \text{Price of Vehicle} \\
\text{Payment} \quad \text{at the time of the arbitration hearing} \quad 100,000 \times \text{capitalized cost}
\]

- The customer may be required to pay for damage to the vehicle exceeding normal wear and tear.

Arbitration Rules

1. DEFINITIONS

The following list defines key words as they are used in these Rules:

A. “Arbitration” means the process in which an impartial person hears and decides disputes between a Claimant and Nissan relating to the denial of reimbursement under the terms of the Class Action Settlement.

B. “BBB National Programs” means BBB National Programs, the administrator of the Nissan Rogue and Pathfinder and INFINITI QX60 CVT Class Action Settlement Arbitration Program.

C. “Claimant” means a Settlement Class Member whose claim is for a Future Transmission Claim, as well as any claim or dispute relating to or involving, in whole or part, allegations related to the transmission in a Class Vehicle that has been previously presented to an authorized Nissan dealer.

D. “Class Action Settlement” means the agreement(s) by the parties in resolution of the following matters:
   - Landa v. Nissan of North America, Inc., et al., Case No. 3:21-cv-00232, pending in the United States District Court for the Middle District of Tennessee;
Lane, et al. v. Nissan of North America, Inc., et al., Case No. 3:21-cv-00150, pending in the United States District Court for the Middle District of Tennessee; and


E. “Dispute Resolution Specialist” means the BBB National Programs staff person assigned to help you resolve your dispute.

F. “Future Transmission Claims” means claims for breach of the New Vehicle Limited Warranty, as modified by the Warranty Extension, related to transmission design, manufacturing or performance based solely on events that occur after the Notice Date. No such claim will be deemed to have accrued after the Notice Date, and a Class Member shall not have standing to assert any claim against NNA for breach of the New Vehicle Limited Warranty as modified by the Warranty Extension, unless the Class Member, after the Notice Date, takes his or her Class Vehicle to an authorized Nissan dealer and requests warranty coverage for a claimed defect in the transmission under the New Vehicle Limited Warranty and NNA fails to comply with the terms of the New Vehicle Limited Warranty. A claim based, in whole or in part, on any transmission performance problem, repair or repair attempt, or any other conduct or event before the Notice Date is not a Future Transmission Claim. Future Transmission Claims must be based entirely upon transmission performance issues, repairs, or repair attempts, or any other conduct or events that occur after the Notice Date. The fact that a Class Member experienced a transmission problem before the Notice Date shall not preclude such Class Member from making a Future Transmission Claim based solely on events that occurs after the Notice Date.

G. “Nissan” and “NNA” means Nissan North America, Inc.

H. “Notice Date” means December 22, 2021.

I. “Parties” means the Claimant and Nissan or INFINITI.

J. “Settlement Class Member(s)” has the same meaning as that term is defined in the Class Action Settlement agreements.

K. “We” and “Us” means BBB National Programs.

L. “You” means the Parties involved in the dispute being arbitrated.

2. SCOPE OF ARBITRATION

Arbitration is limited to disputes filed by or on behalf of a Claimant relating to or involving, in whole or in part, allegations related to Future Transmission Claims as defined in the Settlement Agreement.
3. SETTLEMENT
The Dispute Resolution Specialist may assist in efforts to resolve your dispute prior to arbitration if requested by the parties. If you and the Nissan representative agree to a settlement, please inform your Dispute Resolution Specialist as soon as possible. If both parties voluntarily decide to settle the dispute at any time before a decision is made by the arbitrator, the settlement will end the dispute and no decision will be made by the arbitrator. The Dispute Resolution Specialist will send each party a letter detailing the terms of the settlement.

4. AGREEMENT TO ARBITRATE
The Dispute Resolution Specialist shall prepare an Agreement to Arbitrate that lists the remedies sought by the Claimant under the terms of the Class Action Settlement. The Agreement to Arbitrate shall include only the issues that fall within the scope of the Class Action Settlement and these Rules. The Agreement to Arbitrate shall be sent to the parties along with the notice setting the initial deadline by which parties should submit their initial written positions, documentation, and any other evidence. If the Agreement to Arbitrate does not correctly describe the dispute you wish to address at the arbitration, immediately inform your Dispute Resolution Specialist. The reimbursement sought by the Claimant must be within the scope of the Class Action Settlement, as outlined in these Rules. Remedies not provided for in the Class Action Settlement, such as punitive damages, allegations of fraud or claims for personal injury or mental anguish, shall not be arbitrated.

5. SELECTING YOUR ARBITRATOR
BBB National Programs maintains a pool of arbitrators who have been trained and certified by BBB National Programs. Arbitrators do not necessarily have mechanical or legal expertise. BBB National Programs shall select the arbitrator in a procedure designed to avoid any conflict of interest and provide the parties with a neutral arbitrator. If a known financial, competitive, professional, family, or social relationship exists with any party (even if the arbitrator believes the relationship is so minor that it will have no effect on the decision), it shall be revealed to the parties and either party may request an alternative arbitrator. If the arbitrator believes he or she cannot make an impartial decision in your case, he or she shall refuse to serve as an arbitrator. BBB National Programs reserves the right to reject an arbitrator for any reason(s) it believes will affect the credibility of the program.

6. COMMUNICATING WITH YOUR ARBITRATOR
You or anyone representing you shall not communicate in any way with the arbitrator about the dispute. All communication with the arbitrator must be sent through the Dispute Resolution Specialist. Violation of this rule compromises the impartiality of the arbitration process and may result in your case being discontinued.

7. REPRESENTATION
You may present your own case or have someone represent you at your own expense. If your representative is a lawyer, you must give the lawyer’s name, address, and telephone number to BBB National Programs at least 10 days before the hearing. Your
Dispute Resolution Specialist will notify the other party to give it an opportunity to obtain a lawyer.

8. OATH OF PARTICIPANTS
The parties and witnesses shall be placed under oath at any in-person, telephone, or video hearing. Attorney representatives are not required to be placed under oath.

9. IN-PERSON/TELEPHONE/VIDEO HEARING
We will set a date (usually 25-35 days after the case is opened) and a time (during normal business hours) for the hearing and will send you notice of that date at least 10 days in advance of the hearing. If an emergency prevents you from attending the hearing, call BBB National Programs prior to the scheduled hearing time. We will decide if it can be rescheduled. We reserve the right to make a final determination as to the time and date for an in-person, telephone, or video hearing. If one party does not attend the hearing after receiving proper notice, the arbitrator will proceed with the hearing and receive evidence from the other party. The party who did not attend the hearing will be given the opportunity to present a position in writing within the time limits set by the Dispute Resolution Specialist. If that party’s position is received in a timely manner, the Dispute Resolution Specialist will bring a copy to the other party for comments before providing it to the arbitrator. If the absent party does not submit a response within the set time limits, the arbitrator may make a decision without that party’s position.

10. IN-PERSON/TELEPHONE/VIDEO HEARING PROCEDURES
Each party will be given an opportunity to make a presentation of its case and hear the other party’s presentation. Parties may present witnesses and evidence in support of their case and shall have the opportunity to explain or rebut information presented by the other party. Parties may also question the other parties, their witnesses, and their evidence. After everyone has presented his or her case, each party will be given an opportunity to make a closing statement.

11. DOCUMENTS OR OTHER EVIDENCE PRESENTED AT AN IN-PERSON/TELEPHONE/VIDEO HEARING
Parties should submit any written documents or evidence they wish to rely on to the Dispute Resolution Specialist at least three days before the hearing. If submitted timely, we will make every effort to provide this information to the other party and the arbitrator before the hearing. If you have a witness who cannot attend a scheduled hearing, you may present that person’s written statement to the arbitrator. You must submit a copy to your Dispute Resolution Specialist to share with the other party and the arbitrator. Please inform the Dispute Resolution Specialist at least five days prior to the hearing if you will submit any taped or digitally recorded evidence for the hearing. The Dispute Resolution Specialist will make arrangements for this information to be provided to the other party and the arbitrator. Before the arbitrator makes a decision, a party may ask the arbitrator for a reasonable number of days to respond to a written statement or document presented by the other party that was not shared prior to the telephone/video hearing. The arbitrator may grant the request at his or her discretion.
12. ADMISSION OF EVIDENCE AT THE IN-PERSON/TELEPHONE/VIDEO HEARING
You may present your case without being restricted by courtroom rules of evidence. However, you should be sure your evidence is relevant to the case. The arbitrator may limit a party’s presentation if the arbitrator believes it is repetitious or irrelevant. No new or additional evidence may be submitted after the hearing unless requested by the arbitrator.

13. WRITTEN SUBMISSIONS
We will send a notice setting an initial deadline for the parties to submit their initial written positions, documentation, and any other evidence they wish the arbitrator to consider. We will exchange both parties’ initial written submissions and provide the parties with an opportunity to submit responses. We will send a notice setting a final deadline for responses to the initial submissions. You will be sent notice of final deadline at least 10 days in advance of the deadline date. After the final deadline date, no further information will be accepted or provided to the arbitrator.

14. RECORD OF THE HEARING
BBB National Programs will maintain basic file information including documents and other evidence presented by the Parties. Copies of these materials and official arbitration forms relating to your case will be given to you upon request. A reasonable copying fee may be charged.

15. ARBITRATOR REQUEST FOR NEW OR ADDITIONAL EVIDENCE
The arbitrator may request new or additional evidence at any time before a decision is made. The arbitrator will specify a deadline for submission of that evidence to BBB National Programs. The arbitrator may also request that new/additional evidence be presented at a telephone or video hearing. New or additional evidence requested by the arbitrator must be received by BBB National Programs within the time period specified by the arbitrator. The Dispute Resolution Specialist will send a copy of any new/additional evidence submitted by one party to the other party with a request for a response within a specified time period. Both the new/additional evidence and any timely response shall be submitted by the Dispute Resolution Specialist to the arbitrator. When the arbitrator is satisfied that all testimony and evidence have been presented, your hearing will be closed.

16. TIME LIMITS
We shall make every effort to obtain a decision in your case within 60 days from the time your claim is filed.

17. THE DECISION
When the arbitrator has reached a decision in your case, all parties will receive a written decision accompanied by the arbitrator’s reasons for the decision. We will not read a decision to a party over the phone.
a. Scope of Decision. A decision shall be one that the arbitrator considers fair and falls within the arbitrator’s authority under these Rules and the terms of the Class Action Settlement.

b. Binding Nature of Decision. If arbitrator’s decision requires Nissan to repurchase the Class Vehicle, it shall be binding on both parties and the Claimant may not appeal such Decision or file a lawsuit in any jurisdiction or forum. If the arbitrator’s decision does not require Nissan to repurchase the Claimant Class Vehicle, the Claimant may accept the BBB’s decision, appeal it, or file a lawsuit. If the Claimant accepts the decision, the decision is binding on Nissan.

c. Relief That May Be Awarded. The arbitrator may award to the Claimant any remedy as provided for in the Program Summary of Eligibility and Remedies for Nissan CVT Class Action Settlement(s).

d. Clarifying the Decision. You may request that the arbitrator clarify a decision if you do not understand what action is required by the decision, or if and the other party disagree about what action is required by the decision. You may not ask the arbitrator to clarify the reasons for a decision. A request for clarification will not be accepted if it attempts only to challenge the conclusions of the arbitrator or reargue your case. A request for clarification must be in writing and received by the BBB National Programs before the time performance is required under the decision. An appropriate request for clarification of the decision will be sent to the other party for response. We will send your clarification request and any response to the arbitrator, who may either clarify the decision or let the decision stand as written. Before making a decision on the clarification request, the arbitrator may request a telephone conference with all parties.

e. Correcting the decision or reasons for decision. You may request correction of the decision or reasons for decision only if the decision or reasons contain a mistake of fact, contain a miscalculation of figures, or exceed the arbitrator’s authority—as defined below. A mistake of fact is not a conclusion of the arbitrator with which you disagree; it is a true error in an objective fact such as a date, time, place or name, and may justify correction only if it concerns the essence of the decision. A miscalculation of figures is not a dollar figure you consider to be unfair; it is an arithmetic error. The arbitrator has exceeded his or her authority if the award does not fall within the arbitrator’s authority under these Rules or the terms of the Class Action Settlement. A request for correction of a decision must be in writing and received by BBB National Programs before the time performance is required by the decision. If your written statement to us is an appropriate request for correction, it will be handled in the same manner as a clarification request.

f. Decision is impossible to perform or to perform on time. If any party believes the arbitrator’s decision cannot be performed within the established time limit or at all, that party should immediately inform us in writing. We will process your submission in the same manner as a request for clarification. The arbitrator may request additional
evidence or do anything necessary to confirm or deny the claim of impossibility of performance. If the arbitrator confirms such impossibility, the original decision may then be changed to include any remedy falling within the scope of these Rules. If Nissan has exceeded the time for performance specified in the decision, the Claimant should notify us in writing. We will immediately contact Nissan and attempt to determine the reasons for its noncompliance.

g. Mathematical errors/correction. BBB National Programs reserves the right to correct obvious mathematical errors in the decision and/or obvious errors in the description of any person, thing or monetary amount.

h. Suspending the time to perform. If a party submits to us a written statement relating to clarification, correction or impossibility of performing the decision, the time for performance of the decision shall be suspended until the issue is resolved.

i. After the decision is issued. BBB National Programs will send the arbitrator’s decision to the Claimant and Nissan. Once the decision has been issued: • If the decision requires Nissan to repurchase the Class Vehicle, the parties will be bound to abide by the decision and comply with its terms.

• If the decision does not require Nissan to repurchase the Class Vehicle, the Claimant must either accept or reject the decision using the Acceptance/Rejection Form provided to them.

• If Nissan fails to perform according to the arbitrator’s decision, the Claimant should notify BBB National Programs, who will then notify class counsel and Nissan.

18. TIMELY OBJECTIONS
Any failure to follow these Rules that may significantly affect the independence, impartiality or fairness of the arbitration process should be brought to the attention of the BBB National Programs at the earliest opportunity. Any party raising such objections should attempt to document the specific harm caused by the failure to follow these Rules. We may request that party put its objection in writing. We will make a final decision on the appropriate action to be taken if we determine a failure to follow these Rules has significantly affected the independence, impartiality, or fairness of the arbitration process.

19. CONFIDENTIALITY OF RECORDS
It is our policy that records of the dispute resolution process are private and confidential. BBB National Programs will not release the results of an individual case to any person or group that is not a party to the arbitration unless all parties agree or unless such release is required by state law or regulation or pertinent to judicial or governmental administrative proceedings. BBB National Programs may use information in our records to conduct general research, which may lead to the publication of aggregate data but will not result in the reporting or publication of any personal information provided to us by a party.

20. LEGAL PROCEEDINGS/EXCLUSIONS OF LIABILITY
In submitting to arbitration under these Rules, the parties agree that the arbitrator shall not be subpoenaed by either party in any subsequent legal proceeding. The parties further agree that BBB National Programs (including its employees) and/or the arbitrator shall not be liable for any act or omission in connection with any Arbitration.

21. INTERPRETATION OF RULES/RIGHTS TO DISCONTINUE ARBITRATION
BBB National Programs reserves the right, consistent with applicable state or federal law and the Class Action Settlement, to make the final decision on procedural questions, the scope of the issues to be arbitrated, eligibility of a claim for arbitration, and any other questions concerning the application and interpretation of these Rules. BBB National Programs at all times reserves the right to discontinue or decline administration of arbitration for any case(s) due to the behavior of a party or a conflict with the Class Action Settlement or any state or federal law or regulation.