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Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

BENJERMINE MCATEE, on behalf of himself and all others similarly situated,

Plaintiff,

v.

NISSAN NORTH AMERICA, INC., a Tennessee Corporation; and DOES 1-50, inclusive.

Defendants.

Case No. 24CV000492

Assigned to the Hon. Jill H. Talley

DECLARATION OF VERONICA OLIVARES WITH RESPECT TO SETTLEMENT ADMINISTRATION AND CLASS NOTICE

Date: November 16, 2026
Time: 9:00 a.m.
Dept: 8A

I, Veronica Olivares, declare as follows:

1. I am a Case Manager for CPT Group, Inc. ("CPT"), the Court-approved class action Settlement Administrator for *Benjermine McAtee, individually and on behalf of all others similarly situated v. Nissan North America, Inc.* I have personal knowledge of the facts set forth in this declaration and, if called upon to testify, I could and would testify competently to such facts.

2. CPT has extensive experience in providing notice of class actions and administering class action settlements. In the past 30 plus years, we have provided notification and/or settlement administration services in over one thousand class action cases. CPT was selected by both parties to provide notice of the settlement and process exclusions in this action. In this capacity, CPT was charged with administering the settlement terms and conditions detailed herein, including but not limited to:

a) preparing, printing and mailing the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (herein referred to as "Class Notice");
b) processing undeliverable mail and locating updated addresses for Class Members;
c) establishing and maintaining a toll-free case hotline where Class Members can speak to case representatives regarding case specific questions;
d) receiving inquiries and other communications about the settlement;
e) establishing and maintaining a case email address where Class Members can email submissions and case specific questions;
f) establishing a case specific static website with key dates and documents;
g) processing Class Members' inquiries about the Class Notice, as well as Disputes, Requests for Exclusion, and Objections;
h) providing Class Counsel and Counsel for Defendant a declaration attesting to the completion of the notice process, in addition to weekly updates during the response period;

i) establishing and administering a qualified settlement fund to disburse all settlement payments;

j) calculating Individual Settlement Payments for each Class Member and PAGA Members;

k) issuing and distributing Class Counsel's Fees and Costs, Named Plaintiff's Class Representative Award, California Labor and Workforce Development Agency (LWDA) Payment, Individual Class Payments to Class Members, and Individual PAGA Payments to PAGA Members;

a) completing any associated tax withholding and reporting to the State and Federal tax authorities;

3. On July 29, 2026, CPT received the Court-approved text for the Class Notice from Counsel. CPT prepared a draft Class Notice, which all Parties approved. Attached hereto as Exhibit "A" is a true and correct copy of the Class Notice.

4. On August 17, 2026, CPT received a data file from Defendant containing each Class Member's identifying information in Defendant's possession, including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods. The mailing list contained one hundred thirty-six (136) Class Members, of which eighty-two (82) are also PAGA eligible as PAGA Members.

5. The number of workweeks during the Class Period totaled 20,386. The escalator clause did not trigger because the total workweeks did not exceed 10% of the 22,422-workweek threshold.

6. On August 14, 2026, CPT conducted a National Change of Address (NCOA) search in an attempt to update the class list of addresses as accurately as possible. This database search provides updated addresses for individuals who moved in the previous four years and notifies the U.S. Postal Service of their change of address. As a result of the NCOA, CPT was able to locate sixteen (16) new or updated addresses.

7. On August 27, 2026, the Class Notices were mailed via U.S. First-Class mail to all Class Members. The deadline to submit Disputes, Requests for Exclusion, or Objections was October 12, 2026.

8. As of this date, five (5) Class Notices have been returned by the post office, and zero (0) did not have a forwarding address provided by the U.S. Postal Service. For the Class Notices returned from the post office without a forwarding address, CPT attempted to locate a current mailing address using Accurint, one of the most comprehensive address databases available for skip tracing. Accurint uses hundreds of databases from credit reporting agencies, public records, and other national sources to locate current mailing addresses.

9. As a result of skip-trace efforts and/or Class Member requests, a total of seven (7) Class Notices were re-mailed to Class Members. As of the date of this declaration, no Class Notices have been returned as undeliverable by the U.S. Postal Service.

10. As of the date of this declaration, CPT has not received any disputes.

11. As of the date of this declaration, CPT has not received any written objections to the Settlement.

12. As of the date of this declaration, CPT has not received any written requests for exclusion.

13. Since it has not received any written requests for exclusion from the settlement, CPT will report that a total of one hundred thirty-six (136) Participating Class Members will be issued an Individual Settlement Payment, which represents a 100.00% participation rate.

14. Pursuant to the Settlement Agreement, the entire Net Settlement Amount was used to calculate the estimated settlement payment amount for each Participating Class Member. The Net Settlement Amount is calculated as set forth below:

Gross Settlement Amount	**$700,000.00**
Less Attorneys' Fees (Requested)	- $233,333.33
Less Attorneys' Expenses (Requested)	- $29,736.75
Less Service Awards to Plaintiff (Requested)	- $10,000.00
Less PAGA Payment to the LWDA	- $15,000.00

Less PAGA Payment to PAGA Members	- $5,000.00
Less Settlement Administration Costs	- $6,000.00
Remaining Net Settlement Amount	**$400,929.92**

15. The average Individual Class Payment is estimated to be $2,948.01 and the highest payment is estimated to be $6,155.75.

16. The average Individual PAGA Payment is estimated to be $60.86 and the highest estimated payment is $76.31.

17. CPT will charge a total of $6,000.00 in costs associated with the administration of the settlement. This includes all costs incurred to date and estimated costs to complete the settlement.

18. Prior to the hearing on the Motion for Final Approval of the Settlement, the Settlement Administrator will provide a supplemental declaration with updated reporting, to the extent there are any updates to the information provided above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed October 13, 2026 at Irvine, California.



Veronica Olivares

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

McAtee v. Nissan North America, Inc.
Case No. 24CV000492
The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against Nissan North America, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former Defendant employee, Benjermine McAtee ("Plaintiff"), and seeks payment of (1) back and premium wages, statutory penalties, and interest on behalf of himself and a class of all individuals who are or were employed by Defendant as non-exempt employees at Defendant's Parts Distribution Centers ("PDCs") in the State of California at any time during the Class Period (January 12, 2020, through December 26, 2025) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") on behalf of himself, the State of California, and for all individuals who are or were employed by Defendant as non-exempt employees at Defendant's PDCs in California at any time during the PAGA Period (January 12, 2023, through December 26, 2025) ("PAGA Members").

Defendant expressly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and to make a payment to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be **«SubClass1_Amt»** (less withholding), and your Individual PAGA Payment is estimated to be **«PAGAClass1_Amt»**. The actual amount you may receive will likely be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked «SubClass1_Weight» workweeks** during the Class Period and **you worked «PAGAClass1_Weight» Pay Periods** during the PAGA Period. If you believe that you worked more workweeks/pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert individual Class Period wage claims against Defendant as described in Section 9 of this Notice.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue individual wage claims against Defendant that arose during the Class Period. You cannot opt-out of the PAGA portion of the proposed Settlement, and thus, if you are a PAGA Member, remain eligible for an Individual PAGA Payment regardless of whether you opt out of the Class Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is <u>October 12, 2026</u>**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion by the Opt-out Deadline. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See **Section 6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by <u>October 12, 2026</u>**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See **Section 7** of this Notice.

You Can Participate in the November 16, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on **November 16, 2026**. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See **Section 8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by October 12, 2026**	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many Workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by October 12, 2026. See **Section 4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Defendant employee. The Action accuses Defendant of violating California labor laws, asserting claims based on Defendant's alleged: (1) failure to pay minimum and overtime wages; (2) failure to provide meal periods or pay meal premiums; (3) failure to provide rest breaks or pay rest premiums; (4) failure to pay all sick and vacation time; (5) failure to provide compliant wage statements; (6) failure to pay all wages at separation of employment; (7) failure to reimburse for necessary business expenses; and (8) unfair competition. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C. ("Class Counsel").

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator to resolve the Action by negotiating a settlement agreement rather than continuing the expensive and time-consuming litigation process. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree that the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $700,000 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments,

Individual PAGA Payments, the Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement no later than the first Court day at least 15 days after the Effective Date.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to $233,333.33 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $35,000 for their litigation expenses. To date, Class Counsel have worked on the Action and incurred expenses without payment.

   B. Up to $10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be the only money Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $6,000 to the Administrator for services administering the Settlement.

   D. Up to $20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

   Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholding and will be reported on IRS Form W-2. Defendant will separately pay the employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portion of the Individual Class Payments on IRS Form 1099.

   Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor, at your own expense, if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you can visit https://claimit.ca.gov/ to determine how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than October 12, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the October 12, 2026 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > In consideration for their awarded Individual Settlement Payments, as of the date the Settlement becomes Final and has been fully funded, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising out of or related to the allegations set forth in Plaintiff's Second Amended Complaint that arose during the Class Period, including claims for: (1) failure to pay minimum wages in violation of Labor Code sections 1194, 1197, 1197.1, 1198, and the applicable IWC Wage Order(s); (2) failure to pay overtime wages, including failure to properly calculate the regular rate of pay, in violation of Labor Code sections 510 and 1194, and the applicable IWC Wage Order(s); (3) failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section

226.7 and the applicable IWC Wage Order(s); (4) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); (5) failure to pay paid sick leave at the proper rate in violation of Labor Code section 246; (6) failure to pay vested vacation wages at separation in violation of Labor Code section 227.3; (7) failure to timely pay all wages due and owing during employment and at separation in violation of Labor Code sections 201–204; (8) failure to provide complete and accurate wage statements in violation of Labor Code sections 226 and 226.3; (9) deceptive, fraudulent, or otherwise unlawful business practices based on the foregoing in violation of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210); and (10) all claims for liquidated damages, penalties, interest, fees, and costs based on the foregoing. The Released Claims include all types of relief available for the Released Claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages.

Any Class Member who does not opt out, regardless of whether they cash their settlement check, will be bound by all terms of the Settlement, including those pertaining to the above release.

10. Release by Plaintiff and LWDA. As of the Effective Date, Plaintiff, acting as authorized proxies and agents of the LWDA/State of California, releases the Released Parties and settles the LWDA's/State's claims for civil penalties arising out of or related to the allegations set forth in Plaintiff's Second Amended Complaint and the most recent PAGA Notice submitted to the LWDA that arose during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $5,000.00 by the total number of PAGA Pay Periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated on the first page of this Notice. You have until October 12, 2026 to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out), including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *McAtee v. Nissan North America, Inc.*, Case No. 24CV000492, and include your identifying information (full name, address, telephone number, approximate dates of employment, and Social Security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by October 12, 2026, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 days before the November 16, 2026 at 9:00 a.m. Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is October 12, 2026**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *McAtee v. Nissan North America, Inc.*, Case No. 24CV000492, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing at (time) in Department 8A of the Sacramento County Superior Court, located at Tani G. Cantil-Sakauye Courthouse, 500 G Street, Sacramento, CA 95814. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually via Zoom. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.cptgroupcaseinfo.com/McAteeNissanNASettlement beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. You can telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (https://prod-portal-sacramento-ca.journaltech.com/public-portal/?q=Home) and entering the Case Number for the Action, Case No. 24CV000492.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Joshua S. Falakassa josh@falakassalaw.com **FALAKASSA LAW, P.C.** 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067	Mehrdad Bokhour mehrdad@bokhourlaw.com **BOKHOUR LAW GROUP, P.C.** 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 (310) 975-1493

Settlement Administrator:

McAtee v. Nissan North America, Inc.
c/o CPT Group, Inc.
PO Box 19504
Irvine, CA 92623
Phone: 1-888-506-1352
Email Address: McAteeNissanNASettlement@cptgroup.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.