UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF TENNESSEE NASHVILLE DIVISION

JACKSON COUNTY EMPLO			Civil Action No. 3:18-cv-01368
SYSTEM, Individually and on Similarly Situated,	Behalf of All Others)	CLASS ACTION
·	Plaintiff,)	Hon. William L. Campbell Jr. Magistrate Judge Alistair Newbern
VS.)	PROOF OF CLAIM AND RELEASE
CARLOS GHOSN, et al.,		,	
	Defendants.)	
)	

I. GENERAL INSTRUCTIONS

- 1. To recover as a Member of the Class based on your claims in the action entitled *Jackson County Employees' Retirement System v. Ghosn, et al.*, Civil Action No. 3:18-cv-01368 (M.D. Tenn.) (the "Litigation"), you must complete and, on page 7 hereof, sign this Proof of Claim and Release form ("Proof of Claim"), or fully complete and submit a claim online. If you fail to submit a timely and properly addressed (as set forth in paragraph 2 below) Proof of Claim, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement.
- 2. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, NO LATER THAN SEPTEMBER 14, 2022, ADDRESSED AS FOLLOWS:

Nissan Securities Litigation Claims Administrator c/o Gilardi & Co. LLC P.O. Box 43304 Providence, RI 02940-3304

Online Submissions: www.NissanSecuritiesLitigation.com

- 3. If you are NOT a Member of the Class, as defined in the Notice of Proposed Settlement of Class Action ("Notice"), or if you have submitted a request for exclusion from the Class or if you have settled your claims with one or more Defendants for claims arising out of the conduct alleged in the Litigation, DO NOT submit a Proof of Claim.
- 4. If you did not timely request exclusion and are a Class Member, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.
- 5. It is important that you completely read and understand the Notice that accompanies this Proof of Claim, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice. The Notice describes the proposed Settlement, how Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Proof of Claim. By signing and submitting this Proof of Claim, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described and provided for herein.
- 6. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Litigation. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.

II. CLAIMANT IDENTIFICATION

If you purchased or acquired Nissan Motor Co., Ltd. ("Nissan") American Depositary Receipts ("ADRs") on the OTC Market or Nissan common stock and held the certificate(s) in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, you purchased or acquired Nissan securities and the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser or acquirer and the third party is the record purchaser or acquirer.

Use Part I of this form entitled "Claimant Identification" to identify each purchaser or acquirer of record ("nominee"), if different from the beneficial purchaser or acquirer of the Nissan securities that forms the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE NISSAN SECURITIES UPON WHICH THIS CLAIM IS BASED.

All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees or others acting in a representative capacity on behalf of a Class Member must complete and sign this claim on behalf of persons represented by them, and submit evidence of their current authority to act on behalf of that Class Member; their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

If you are acting in a representative capacity on behalf of a Class Member (for example as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents. By signing this Proof of Claim, you will be swearing that you are expressly authorized to act on behalf of the owner of the securities.

One claim should be submitted for each separate legal entity. Separate Proofs of Claim should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions solely in the individual's name). Conversely, a single Proof of Claim, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts) should include all transactions made in all accounts on one Proof of Claim.

III. PROOF OF CLAIM

Use Part II of this form entitled "Schedule of Transactions in Nissan Common Stock," and Part III of this form entitled "Schedule of Transactions in Nissan ADRs" to supply all required details of your transaction(s) in Nissan securities. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to **all** of your purchases or acquisitions and **all** of your sales of Nissan securities which took place during the period from May 11, 2014 through and including November 16, 2018, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to **all** of the Nissan securities you held at the close of trading on May 10, 2014 and November 16, 2018. Failure to report all such transactions may result in the rejection of your claim.

"Total Purchase or Acquisition Price" and "Total Sales Price" should be submitted in U.S. Dollars (USD).

List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

The date of covering a "short sale" is deemed to be the date of purchase of Nissan securities. The date of a "short sale" is deemed to be the date of sale of Nissan securities.

For each transaction, copies of broker confirmations or other documentation of your transactions in Nissan securities should be attached to your claim. If such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. This is different from the online submission process that is available at www.NissanSecuritiesLitigation.com. All claimants *must* submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you have a large number of transactions and wish to file your claim electronically, you must contact the Claims Administrator at edata@gilardi.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgement of receipt and acceptance of electronically submitted data. Distribution payments must be made by check or electronic payment payable to the Authorized Claimant (beneficial account owner). The Third-Party Filer shall not be the payee of any distribution payment check or electronic distribution payment.

Official Office Use Only



Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than September 14, 2022

UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF TENNESSEE

Jackson County Employees' Retirement System v. Ghosn, et al. No. 3:18-cv-01368 NIU

PROOF OF CLAIM AND RELEASE

Please Type or Print in the Boxes Below Do NOT use Red Ink, Pencil, or Staples

PART I. CLAIMANT IDENTIFICATION	
Last Name	M.I. First Name
Last Name (Co-Beneficial Owner)	M.I. First Name (Co-Beneficial Owner)
IRA Joint Tenancy Employee	Individual Other
Company Name (Beneficial Owner—If Claimant is not an Indiv	vidual) or Custodian Name if an IRA (specify)
Trustee/Asset Manager/Nominee/Record Owner's Name (If Di	fferent from Beneficial Owner Listed Above)
Account#/Fund# (Not Necessary for Individual Filers)	
	dentification Number
or —	
Telephone Number (Primary Daytime) Telephone	ne Number (Alternate)
Email Address	
MAILING INFORMATION	
Address	
Address, Continued	
City	State ZIP Code
Foreign Province Foreign Pos	stal Code Foreign Country Name/Abbreviation
FOR CLAIMS ATP BE F	L OP FOR CLAMS
FOR CLAIMS	IE RE MM / DD / Y Y Y PROCESSING



PART II. SCHEDULE OF TRANSACTIONS IN NISSAN COMMON STOCK

		er of sha close of						eld											F		Enclo Y	sed? N
В.	B. Purchases or acquisitions of Nissan common stock (May 11, 2014 – November 16, 2018, inclusive): PURCHASES																					
	ſ	Tra	ade Da		y)				mber d			I		and	Tota quisiti Com d Fee the n	missi s). Pl	ice (ons, ease	Excl Taxe roul	udino es nd of	f	Pu	oof of rchase closed?
	М	M D	D	ΥY	′ Y	Υ																0 Y
1.		/	/										\$								00	O N
2.		/	/										\$								00	O Y O N
3.		/	/										\$								00	O Y O N
4.		/	/										\$								00	O Y O N
5.		/	/										\$								00	O Y O N
(ii) I	f any p	NT: (i) I purchase received :	listed o	overe	d a "sl	nort s	ale," p	olease	mark	Yes:	O Ye	No es					ount	and	tha a			
М	M	D [Y Y			illori (or mer	ger, p Merg			ify the	dat	e, the	shar	e am			npany		any ad	equired:
М	M Sales	D [/	YY	Y	Y			Merg	er Sha	ares				shar	e am					any ad	equired:
М	M Sales	D [/ of Nissa SALES -	/	Y Y non stc	Y ock (M	Y		4 – No	Merg	er Sha	ares , 2018			re): (E	Tot Exclud	al Sa ling C	les Foommend Foodball	Price nissies).	ons,		Pr	oof of Sales closed?
M C.	M Sales	D [/ of Nissa SALES -	n comm	Y Y non sto	Y ock (M	Y lay 11		4 – No	Merg ovemb	er Sha	ares , 2018		usiv	re): (E	Tot Exclude Tax Plea	al Sa ling C	les Foommend Foodball	Price nissies).	ons,	y	Pr S End	oof of Sales closed?
М	M Sales	D [of Nissa SALES — Tra (List C	n comm	Y Y non sto	Y ock (M	Y lay 11		4 – No	Merg ovemb	er Sha	ares , 2018			re): (E	Tot Exclude Tax Plea	al Sa ling C	les Foommend Foodball	Price nissies).	ons,	y	Pr	oof of Sales Slosed?
M C.	M Sales	D [of Nissa SALES — Tra (List C	n comm	Y Y non sto	Y ock (M	Y lay 11		4 – No	Merg ovemb	er Sha	ares , 2018		usiv	re): (E	Tot Exclude Tax Plea	al Sa ling C	les Foommend Foodball	Price nissies).	ons,	,	Pr S End	oof of Sales closed?
M C.	M Sales	D [of Nissa SALES — Tra (List C	n comm	Y Y non sto	Y ock (M	Y lay 11		4 – No	Merg ovemb	er Sha	ares , 2018		usiv	re): (E	Tot Exclude Tax Plea	al Sa ling C	les Foommend Foodball	Price nissies).	ons,	,	Pr S End	oof of Sales closed?
M C.	M Sales	D [of Nissa SALES — Tra (List C	n comm	Y Y non sto	Y ock (M	Y lay 11		4 – No	Merg ovemb	er Sha	ares , 2018		usiv	re): (E	Tot Exclude Tax Plea	al Sa ling C	les Foommend Foodball	Price nissies).	ons,		Pr S End	oof of sales closed?
1. 2. 3.	M Sales	of Nissa SALES —	n comm	Y Y non sto	Y ock (M	Y lay 11		4 – No	Merg ovemb	er Sha	ares , 2018		s \$	re): (E	Tot Exclude Tax Plea	al Sa ling C	les Foommend Foodball	Price nissies).	ons,	,	Pr S End	oof of Sales closed?

If you require additional space, attach extra schedules in the same format as above.

Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 7. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.



PART III. SCHEDULE OF TRANSACTIONS IN NISSAN ADRS

A.	Number of Nissan ADRs held	Proof Enclosed	? :
	at the close of trading on May 10, 2014:	Y N	

B. Purchases or acquisitions of Nissan ADRs (May 11, 2014 – November 16, 2018, inclusive):

		· PU		rade I Chror	Date()		Nu	of ADI		sed	Acqu C and I	iisitior comm ees)	n Pric ission . Plea	ns, Tax ase ro	cluding	Purc	of of hase osed?
1.	М	M) D	/ /	Υ	Y	Y					\$					0 0	N A
2.			/		/								\$					0 0	Y N
3.			/		/								\$					0 0	O Y O N
4.			/		/								\$					0 0	O Y O N
5.			/		/								\$					0 0	O Y O N

C. Sales of Nissan ADRs (May 11, 2014 – November 16, 2018, inclusive):

	— SA	ALES - Tr (List 0	ade Dat	e(s))		Numb	er of Al	DRs Sol	d	Total Sales Price (Excluding Commissions, Taxes and Fees). Please round off to the nearest whole dollar	Proof of Sales Enclosed?
1.	М М	D	D /	YY	Y	Y					\$	00 ON
2.		/	/								\$	00 Y
3.		/	/								\$	00 N
4.		/	/								\$. 00 N
5.		/	/								\$.00 Y

D. Number of Nissan ADRs held	Proof Enclosed?
at the close of trading on November 16, 2018:	OY N

If you require additional space, attach extra schedules in the same format as above.

Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 7. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.



IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

On behalf of myself (ourselves) and each of my (our) heirs, agents, executors, trustees, administrators, predecessors, successors and assigns, I (we) submit this Proof of Claim under the terms of the Stipulation of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Middle District of Tennessee with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim (including transactions in other Nissan securities) if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Nissan securities during the Class Period and know of no other person having done so on my (our) behalf.

V. RELEASE

- 1. Upon the Effective Date of the Settlement, I (we) acknowledge full and complete satisfaction of, and fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the Released Defendant Parties meaning Defendants and their Related Parties. "Related Parties" means each Person's respective former, present or future parents, subsidiaries, divisions, controlling persons, associates, related entities and affiliates and each and all of their respective present and former employees, members, partners, principals, officers, directors, controlling shareholders, agents, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, entities providing fairness opinions, general or limited partners or partnerships, limited liability companies, members, joint ventures and insurers and reinsurers of each of them; and the predecessors, successors, estates, immediate family members, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives, assigns, and assignees of each of them, in their capacity as such.
- 2. "Released Claims" means any and all claims and causes of action of every nature and description, whether known or unknown, asserted or unasserted, accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether arising under federal, state, local, common, or foreign law or any other law, rule or regulation, whether class or individual in nature, arising out of, relating to or in connection with both: (i) the purchase or acquisition of (1) Nissan ADRs on the OTC Market, or (2) Nissan common stock by Class Members who are citizens and residents of the United States during the Class Period; and (ii) the allegations, acts, facts, matters, occurrences, disclosures, filings, representations, statements or omissions that were or could have been alleged by Plaintiffs and all other Class Members in the Litigation. "Released Claims" does not include claims to enforce the Settlement, or the claims of any Person that submits a request for exclusion that is accepted by the Court. "Released Claims" includes "Unknown Claims" as defined below.
- 3. "Unknown Claims" means (a) any and all Released Claims which any of the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or seek exclusion from the Class; and (b) any and all Settling Defendants' Claims that any of the Settling Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of Plaintiffs, the Class and Plaintiffs' Counsel, which, if known by him, her, or it, might have affected his, her, or its settlement and release of Plaintiffs, the Class and Plaintiffs' Counsel. With respect to (a) any and all Released Claims against the Released Defendant Parties, and (b) any and all Settling Defendants' Claims against Plaintiffs, the Class and Plaintiffs' Counsel, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Settling Defendant Party shall be deemed to have, and by operation of the Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Settling Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Releasing Plaintiff Parties and Settling Defendant Parties acknowledge that they may hereafter discover facts, legal theories or authorities in addition to or different from those which he, she, it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Settling Defendants' Claims, but (a) the Releasing Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settled, discharge, extinguish and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Settling Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and each



Released Defendant Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Settling Defendants' Claims against Plaintiffs, the Class and Plaintiffs' Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Settling Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part. For avoidance of doubt, Unknown Claims shall not include, and nothing in this release shall be deemed to waive, release or otherwise impair: (1) any claim, whether known or unknown, that any Defendant alleged or could have alleged against any other Defendant in this Litigation; or (2) Nissan's claims against Carlos Ghosn and Greg Kelly and any former or present officers, directors, employees, agents, affiliates, parents, subsidiaries, insurers, reinsurers, predecessors, successors, assigns, and assignees of Carlos Ghosn or Greg Kelly, or any entity in which Carlos Ghosn or Greg Kelly, his immediate family member or nominee, has a controlling interest.

- 4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.
- 5. I (We) hereby warrant and represent that I (we) have included the information requested about all of my (our) transactions in Nissan securities which are the subject of this claim, which occurred during the Class Period, as well as the opening and closing positions in such securities held by me (us) on the dates requested in this Proof of Claim.

I declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this	day of	in
	(Month/Year)	(City/State/Country)
(Sign your name here)		(Sign your name here)
(Type or print your name here)		(Type or print your name here)
(Capacity of person(s) signing, e Beneficial Purchaser or Acquirer,	-	(Capacity of person(s) signing, <i>e.g.</i> , Beneficial Purchaser or Acquirer, Executor or Administrator)

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.

Reminder Checklist:

- 1. Please sign the above release and acknowledgment.
- 2. If this claim is being made on behalf of Joint Claimants, then both must sign.
- 3. Remember to attach copies of supporting documentation, if available.
- 4. Do not send originals of certificates.
- 5. Keep a copy of your Proof of Claim and all supporting documentation for your records.
- If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
- 7. If you move, please send your new address to the address below.
- 8. **Do not use highlighter** on the Proof of Claim or supporting documentation.

THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN SEPTEMBER 14, 2022, ADDRESSED AS FOLLOWS:

Nissan Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 43304
Providence, RI 02940-3304
www.NissanSecuritiesLitigation.com



THIS PAGE INTENTIONALLY LEFT BLANK

