

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF TENNESSEE

**NOTICE OF PROPOSED SETTLEMENT**

IF YOU PURCHASED OR LEASED A 2013-2017 NISSAN JUKE VEHICLE EQUIPPED WITH A CVT, YOU MAY QUALIFY FOR BENEFITS FROM A CLASS ACTION SETTLEMENT.

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

*A federal court has ordered this Notice. It is not from a lawyer, and you are not being sued.*

- This Settlement resolves a lawsuit about the continuously variable transmission (“CVT”) in the 2013-2017 Nissan Juke vehicles (“Class Vehicles”).
- The Settlement will provide (1) an extension of the Nissan New Vehicle Limited Warranty for current owners and lessees of Class Vehicles; (2) reimbursement for Class Members who paid for qualifying repairs that would have been covered by the warranty extension; (3) a Voucher towards the purchase or lease of a new Nissan or Infiniti vehicle at an authorized Nissan or Infiniti dealer for former owners of Class Vehicles who meet the requirements of the Settlement Agreement; and (4) an expedited resolution program through the BBB if you claim Nissan breaches the warranty extension.
- Your legal rights are affected whether or not you act. ***Please read this Notice carefully.***

**Your Rights and Choices:**

<b>You may:</b>	<b>Summary:</b>	<b>Read more:</b>	<b>Deadline:</b>
<b>Do nothing</b>	You are included in the class and, if the Settlement is approved, you will automatically receive a 24-month or 24,000-mile extension (whichever occurs first) of the warranty on the transmission of your Class Vehicle; be eligible for a Voucher towards the purchase or lease of a new Nissan or Infiniti vehicle for former owners of Class Vehicles, if you qualify; and be covered by an expedited resolution program through the BBB if you believe Nissan does not comply with the warranty extension.	Pages 4-5	
<b>Submit a Claim</b>	You do not have to do anything to be included in the Settlement Class, but to be eligible for reimbursement of certain transmission repairs, you must submit a Claim Form by the deadline.	Pages 4-5	<b>Submit Claim Form by: January 30, 2020*</b>
<b>Opt out of the Settlement</b>	Ask to get out of the Settlement. You get no Settlement benefits, but keep your right to file your own lawsuit against Nissan.	Page 6	<b>Mail your Opt-Out Request Postmarked by: February 7, 2020</b>
<b>Object</b>	Remain a Class Member and tell the Court what you do not like about the Settlement. You will still be bound by the Settlement if the Court approves it. If you want your own attorney to represent you, you must pay for him or her yourself. Your attorney must file a Notice of Appearance.	Pages 6-8	<b>Objections and/or Notice of Appearance Filed by: February 7, 2020</b>

\*Claim Forms must be submitted to the Settlement Administrator by January 30, 2020, or within 30 days of the qualifying repair to your vehicle, whichever is later.

***No Settlement benefits will be distributed unless the Court approves the Settlement and it becomes final.***

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

In this lawsuit called *Cheyne Norman, et. al. v. Nissan North America, Inc.*, Case No. 3:18-cv-00534, pending in the United States District Court for the Middle District of Tennessee, Nashville Division, a number of individuals on behalf of themselves and all current and former owners and lessees of 2013-2017 Nissan Juke vehicles equipped with CVTs (“Class Vehicles”), allege that the Class Vehicles have a defective continuously variable transmission (“CVT”) which can lead to poor transmission performance or failure. The Plaintiffs brought claims against Nissan North America, Inc. (“Nissan or NNA”) for breach of express warranty, breach of implied warranty, unjust enrichment and violation of various State consumer protection statutes. They also sought various injunctive remedies and damages. The people who sued are called the Plaintiffs. The company they sued, Nissan, is called the Defendant.

Nissan has denied and continues to deny all of Plaintiffs’ claims related to the CVT in their vehicles, denies all allegations of wrongdoing, fault, liability or damage of any kind to Plaintiffs or the Settlement Class, denies that it acted improperly or wrongfully in any way, and believes that this litigation is without merit.

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

In a “class action lawsuit,” one or more people called “Class Representatives” sue on behalf of people who allegedly have similar claims. The people together are a “Class” or “Class Members.” The Court preliminarily has decided that this lawsuit can be a class action for settlement purposes. However, final certification of the Settlement Class will depend on the Court granting final approval of the Settlement. This means that, if the Settlement does not receive final approval by the Court, then Class Members will not get benefits under this Settlement, and Plaintiffs will need to go back to Court to seek to certify a class and prove their case through trial even if a class is certified.

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

Plaintiffs believe that their case is meritorious, yet they have agreed to this Settlement because, if it is approved, it provides benefits to the Class while avoiding risks associated with further litigation and trial.

Nissan believes the lawsuit has no merit, but nevertheless is willing to enter into this Settlement as a further commitment to its customers, to provide extra peace of mind to its customers, and to end further litigation, which could be protracted, burdensome and expensive.

The Court has not decided who is right or wrong in this lawsuit. This proposed Settlement is not, and should not be considered as, evidence of Nissan’s admission or concession of any fault, wrongdoing or liability whatsoever, nor a concession by Plaintiffs that their suit was meritless.

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

The Effective Date of this Settlement is the date when the Settlement becomes final, which is sixty-one (61) days after the date when the Final Order and Judgment in this Lawsuit is entered, unless there is an appeal. If there is an appeal, the Effective Date will be the date on which (a) 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 (i) is no longer subject to any further appellate challenge, or (ii) has been affirmed by the United States Supreme Court, whichever is earlier.

For more information regarding final approval of the Settlement, see Questions 20 and 21.

## Who is in the Settlement

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

You are a Class Member and part of the Settlement if you purchased or leased in the United States or its territories, including Puerto Rico, a 2013-2017 Nissan Juke vehicle equipped with a CVT.

Excluded from the Settlement Class are: (1) Nissan North America, Inc. (“NNA”), any entity or division in which NNA has a controlling interest, its/their legal representatives, officers, directors, assigns and successors; (2) any judge to whom this case is assigned and the judge’s clerks and any member of the judge’s immediate family and any judge of the Sixth Circuit Court of Appeals; and (3) government purchasers and lessees.

## The Settlement Benefits – What You Will Get

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

If you are a Class Member, you could receive one of the following benefits if the Settlement is approved:

- (1) **Warranty Extension.** Nissan will extend the terms of the Nissan New Vehicle Limited Warranty for the transmission assembly (including the valve body and torque converter) and Automatic Transmission Control Unit (“ATCU”) in all Class Vehicles by twenty-four (24) months or twenty-four thousand (24,000) miles, whichever occurs first (the “Warranty Extension”). The Warranty Extension will be subject to the terms and conditions of the original New Vehicle Limited Warranty applicable to the Class Vehicle.
- (2) **Reimbursement for Replacement of or Repair to Transmission Assembly or ATCU.** Nissan will reimburse Class Members for parts and labor actually paid by the Class Member for qualifying repairs involving the replacement of or repair to the transmission assembly or ATCU of their Class Vehicle if the work was done after the expiration of the powertrain coverage under the original New Vehicle Limited Warranty but within the durational limits of the Warranty Extension. If the replacement or repair was performed by a Nissan dealer, the full amount the Class Member paid will be reimbursed. If the repair or replacement was performed by a non-Nissan automotive repair facility, Nissan will reimburse up to \$5,000 for that repair or replacement. In both cases, the replacement or repair must have occurred on or before the Class Vehicle has been in service for eighty-four (84) months or been driven for eighty-four thousand (84,000) miles, whichever occurs first. If you paid for more repairs on more than one occasion, you can be reimbursed for all qualifying repairs subject to the above limits. For more information, see Question 8 below.
- (3) **Voucher Towards Purchase or Lease of a New Vehicle.** Former owners of Class Vehicles who had two (2) or more replacements or repairs to the transmission assembly or ATCU during their ownership experience (as reflected by NNA warranty records) are eligible for a Voucher in the amount of \$1,000 for either a purchase or lease of a single new Nissan or Infiniti vehicle. Prior software updates and/or reprogramming do not count as a prior repair. The election to apply the Voucher toward the purchase or lease of a single new Nissan or Infiniti vehicle must be exercised within nine (9) months of the Effective Date of this Settlement. The Voucher is not transferable. Class Members eligible for a Voucher but also eligible for reimbursement of a qualifying repair must elect either to receive the Voucher or to receive reimbursement; you cannot receive both.

### 7. *What if my car is more than 84 months old or has more than 84,000 miles on it?*

If you paid out of pocket for parts and labor for replacement of or repair to the transmission assembly or ATCU by a Nissan dealer or other non-Nissan automotive repair facility prior to your vehicle being in service for eighty-four (84) months or eighty-four thousand (84,000) miles, you may submit a claim for reimbursement. See Question 11 for information on how to submit a claim.

**8. *What if I have not repaired my car, but a Nissan dealer has diagnosed and recommended a replacement of or repair to the transmission?***

If a Nissan dealer diagnosed and recommended the replacement or repair of your transmission assembly or ATCU before your Class Vehicle had been in service for eighty-four (84) months or been driven for eighty-four thousand (84,000) miles (whichever occurs first), and you pay to have that replacement or repair performed before the vehicle has been driven 90,000 miles and no later than January 30, 2020, then, if you submit a valid claim, you would be eligible for reimbursement of the transmission repair or replacement costs, subject to the cap of \$5,000 if the work was done by a non-Nissan automotive repair facility. Repairs made after 90,000 miles or after January 30, 2020, whichever occurs first, are not eligible for reimbursement.

**9. *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 Settlement Class. By staying part of the Settlement Class, Court orders will apply to you and you will give Nissan, Nissan-related companies and the selling or leasing dealer a “release.” This release means you cannot sue or be part of any other lawsuit against the Defendant, its related companies or the selling or leasing dealer based upon or in any way related to transmission design, manufacturing, performance, or repair of Class Vehicles’ CVT. The specific claims and parties you will be releasing are described in full detail in Paragraphs 34, 35, 101, and 103 of the Settlement Agreement, available at [www.JukeCVTSettlement.com](http://www.JukeCVTSettlement.com).

**10. *What if I have a claim related to my transmission or the Extended Warranty in the future?***

If, in the future, you have a claim for breach of the extended warranty related to your transmission, based entirely on transmission performance issues, repairs or repair attempts, or any other conduct or events that occur after November 1, 2019, that claim is not released as a part of this Settlement. If you experience transmission problems after November 1, 2019 and within the Warranty Extension period, you must first present your vehicle to Nissan for repairs and request warranty coverage. If you have a dispute with Nissan regarding application of the Extended Warranty or its repairs under the warranty, you must first attempt to resolve the dispute through the BBB AUTO LINE dispute resolution program which is independently operated by the council of Better Business Bureau, Inc. (“BBB”). No lawsuit may be filed before a decision by the BBB AUTO LINE.

**How to Get a Benefit**

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

To remain a Class Member and obtain the Warranty Extension, you do not have to do anything.

Class Members who believe they are eligible to receive reimbursement for transmission repair or replacement (described in Questions 6-8) must fill out and send to the Settlement Administrator a Claim Form. The Claim Form may be obtained at [www.JukeCVTSettlement.com](http://www.JukeCVTSettlement.com) or by calling the Settlement Administrator at 1-855-445-9433. The completed Claim Form must be sent to the Settlement Administrator by mail at the address below or via the settlement website by January 30, 2020, or within thirty (30) days after the date of the repair to your vehicle, whichever is later.

Nissan Juke CVT Litigation Settlement Administrator  
P.O. Box 43050  
Providence, RI 02940-3050

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

If you qualify for a \$1,000 Voucher for purchase or lease of a single new Nissan or Infiniti vehicle, you will be notified by the Settlement Administrator. To apply the Voucher towards the purchase or lease of a single new Nissan or Infiniti vehicle, qualified individuals must visit an authorized Nissan or Infiniti dealer, provide their name

and government-issued ID, and exercise their Voucher within nine (9) months of the Effective Date of this Settlement. The Voucher is not transferable but can be used in addition to all other types of valid discount offers, rebates and incentives. No single Class Member is entitled to more than five (5) Vouchers regardless of the total number of Class Vehicles purchased by that Class Member.

If you believe you are eligible for both a \$1,000 Voucher and reimbursement, you must elect on the Claim Form whether to receive reimbursement or a Voucher. You may not receive both benefits.

## **Your Rights – Getting Out of the Settlement**

### ***12. 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 be entitled to receive the Settlement benefits. However, you will not be bound by any judgment or settlement of this class action lawsuit and will keep your right to sue Nissan independently over any claims you may have.

### ***13. How can I exclude myself from the Settlement?***

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

- (1) The name of the lawsuit: *Cheyne Norman, et. al. v. Nissan North America, Inc.*, Case No. 3:18-cv-00534;
- (2) Your full name, current address and telephone number;
- (3) Your vehicle year and model:
- (4) Your vehicle’s Vehicle Identification Number (VIN);
- (5) A clear statement of your intent to exclude yourself from the lawsuit (for example, “Please exclude me from the ‘CVT Litigation.’”); and
- (6) Your signature and the date you signed it.

You must send your Request for Exclusion postmarked no later than February 7, 2020 to the address below:

Nissan Juke CVT Litigation Settlement Administrator  
P.O. Box 43050  
Providence, RI 02940-3050

If you do not follow these procedures and deadlines to exclude yourself from the Settlement, you will remain a 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 approval from the Court.

## **Your Rights – Objecting to the Settlement**

### ***14. Can I tell the court I do not like the Settlement?***

If you do not exclude yourself from the Settlement Class, you can tell the Court you do not like the Settlement or some part of it by filing an objection to the Settlement. If you object to the Settlement, you remain a Class Member and cannot exclude yourself.

### ***15. How can I object to the Settlement?***

In order to object, you must mail a written objection and any supporting papers to: (1) the Court, (2) Class Counsel, and (3) Nissan's counsel. Your objection must contain the following:

- (1) The name of the lawsuit: *Cheyne Norman, et. al. v. Nissan North America, Inc.*, Case No. 3:18-cv-00534;
- (2) Your full name, current address and telephone number;
- (3) Whether, as of the date of the written objection, you currently own or lease or whether you previously owned or leased a 2013-2017 Nissan Juke vehicle equipped with a CVT; the specific model year(s) and the approximate date(s) of purchase or lease (for example, "I currently own a 2013 Nissan Juke that I purchased in January 2013.");
- (4) The Vehicle Identification Number (VIN) of your vehicle(s);
- (5) Current odometer mileage of the vehicle(s) if currently owned or leased;
- (6) Specific reasons for your objection, including the factual and legal grounds for your position;
- (7) Whether the objection applies only to you, a specific subset of the class, or to the entire class;
- (8) A list of any other objections to any class action settlements you have submitted to any court, whether State, Federal, or otherwise, in the United States in the previous five (5) years;
- (9) Evidence and supporting papers, if any, that you want the Court to consider in support of your objection;
- (10) Whether you intend to appear at the Fairness Hearing, and whether you will be represented by separate counsel; and
- (11) Your signature and the date of your signature.

You must file your objection with the Court and mail separate copies on Class Counsel and Nissan's counsel by first-class United States Mail, no later than February 7, 2020.

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

**United States District Court for the Middle District of Tennessee, Nashville Division**  
***Cheyne Norman, et. al. v. Nissan North America, Inc.***  
**Case No. 3:18-cv-00534**  
**801 Broadway, Room 824**  
**Nashville, TN 37203**

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

**Class Counsel:**

Gary E. Mason  
WHITFIELD BRYSON & MASON, LLP  
5101 Wisconsin Ave. NW Suite 305  
Washington, D.C. 20016

Lawrence Deutsch  
Russell D. Paul  
BERGER & MONTAGUE, P.C.  
1818 Market Street, Suite 3600  
Philadelphia, PA 19103

Raul Perez  
Tarek H. Zohdy  
Cody R. Padgett  
CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067

**Counsel for Nissan:**

E. Paul Cauley, Jr.  
S. Vance Wittie  
DRINKER BIDDLE & REATH LLP  
1717 Main Street  
Suite 5400  
Dallas, Texas 75201

If you timely file an objection, it will be considered by the Court at the Fairness Hearing. You do not need to attend the Fairness Hearing in order for the Court to consider your objection. If you do not comply with these procedures or deadline for objection, you will lose your opportunity to have your 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.

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

Excluding yourself means getting out of the Settlement altogether – you would not be entitled to receive any benefits pursuant to the Settlement, but you will not be bound by the terms of the Settlement. Objecting means remaining in the Settlement, but complaining about some part of it you do not like. You cannot do both.

**Your Rights – Appearing at the Hearing**

***17. Can I appear at the Settlement hearing?***

As long as you do not 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 speak for you in this lawsuit, you must file a written notice with the Court and serve your notice of intent to appear on the attorneys listed above in Question 15. You must state in that paper, “I intend to appear at the hearing.” The notice of intent to appear must be filed and served no later than February 7, 2020.

**The Lawyers Representing You**

***18. 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 Court.***



**Class Counsel:**

Gary E. Mason  
WHITFIELD BRYSON & MASON, LLP  
5101 Wisconsin Ave. NW Suite 305  
Washington, D.C. 20016

Lawrence Deutsch  
Russell D. Paul  
BERGER & MONTAGUE, P.C.  
1818 Market Street, Suite 3600  
Philadelphia, PA 19103

Raul Perez  
Tarek H. Zohdy  
Cody R. Padgett  
CAPSTONE LAW APC  
1875 Century Park East, Suite 1000  
Los Angeles, CA 90067

If you decide to hire your own attorney, you will have to pay for his or her services. Your attorney must file an appearance with the Court no later than February 7, 2020, and serve a copy on Class Counsel and Nissan's counsel at the addresses provided above in Question 15, postmarked no later than February 7, 2020.

***19. How much is Class Counsel being paid?***

Class Counsel will apply to the Court for reasonable attorneys' fees, costs, and expenses in a total amount of \$615,000. Any award of attorneys' fees and costs will be paid by Nissan separately from and in addition to any relief provided to the Settlement Class. Additionally, Class Counsel will apply to the Court for payments of \$5,000 each to the two (2) Class Representatives for their service to the Class. Any award of payments to the Class Representatives will be paid by Nissan separately from and in addition to any relief provided to the Settlement Class.

<b>Final Approval of the Settlement</b>
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***20. 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 Final Approval Hearing and (a) 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 (b) 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 (a) is no longer subject to any further appellate challenge, or (b) has been affirmed by the United States Supreme Court.

The Court has scheduled a Final Approval Hearing, to be held on March 6, 2020 at 1:30 p.m. Eastern Time, 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 reimbursement of expenses. The Court is located at the United States District Court for the Middle District of Tennessee, Nashville Division, Estes Kefauver Federal Building & Courthouse, 801 Broadway, Nashville, Tennessee 37203. The Final Approval Hearing may be rescheduled to a later time without further notice. You may, but do not have to, attend the Final Approval Hearing. If the Court grants final approval to the Settlement and the time to appeal has expired, the Settlement will become final and benefits will be paid or available to the Class.

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

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

**If You Do Nothing**

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

If you do nothing, you will be a Class Member. You will be bound by the terms of the Settlement, which means you cannot bring a lawsuit against Defendant for the same claims at issue in this lawsuit. You will receive the Warranty Extension benefit of the Settlement automatically, and if you are eligible, you will also receive the Voucher benefit, but any Reimbursement benefits for which you may qualify can be obtained only by timely submitting a Claim Form.

**More Information**

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

If you have additional questions regarding this Notice or the Settlement, or if you did not receive Notice in the mail and believe that you may be a member of the Settlement Class, you should contact the Settlement Administrator's dedicated website for this case by visiting [www.JukeCVTSettlement.com](http://www.JukeCVTSettlement.com) or calling 1-855-445-9433 for more information, or you may communicate directly with Class Counsel by contacting the attorneys listed in Question 18.

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

**United States District Court  
Middle District of Tennessee  
801 Broadway, Room 800  
Nashville, TN 37203**

**Please do not contact the Court.**

**Date of Notice: November 1, 2019**