U.S. Department of Transportation

National Highway Traffic Safety Administration

DOT Auto Safety Hotline

Vehicle Owner's Questionnaire

To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET:www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100216

Date Received: 17-MAY-2004 2004 JUN 14 PM 4:45

Repository ☐

Reference No. 10073718

OWNER INFORMATION (Type or Print)

Name [redacted]
Address [redacted]
City CHAPEL HILL State NC Zip Co[redacted]

[redacted] Number

Evening Telephone Number [redacted]

E-mail Address

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☒ YES ~~☒ NO~~
In the absence of a[redacted]*dress to the vehicle manufacturer.*
Signature of Owner [redacted] Date 5/28/04

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side	Make	Model	Model Year
5N1BV28U24[redacted]	NISSAN	QUEST	2004

Date Purchased: Purchase 5/3/04, delivery 5/6/04
Dealer's Name and Telephone Number: Southern States Nissan, 919-833-5733
Original Owner ☒
Dealer's City: Raleigh, NC. State: NC. Zip Code: 27608
Engine: 3.5 L No: Cylinders V-6
Fuel Type: unleaded gasoline
Transmission Type: automatic
☑ Antilock Brakes ☑ Cruise Control
Powertrain
Vehicle Component Code: CATALYTIC CONVERTER; ~~SPEED CONTROL: ACCELERATOR PEDAL~~ ~~ACCELERATION/TRANSMISSION~~; DOOR MALFUNCTIONS; DIGITAL (COMPUTER) DASHBOARD DISPLAY MALFUNCTIONS
Multiple Failure: YES

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s): 15-MAY-2004 → FIRE
Failure Mileage: (... from start of ownership)
Failure Speed: miles (approx.)

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make | Tire Model (Name or Number) | Tire Size (Example P215/65R15)
DOT No. (Example: DOTMAL9ABC038) | ☐ Original Equipment ☐ Prior Repair | Failure Location:
Tire Component Code | Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make: | Date Manufactured: | Model No./Name:
Seat Type: | Installation System:
Child Seat Component Code: | Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the Incident(s), Failure(s), Crash(es), and Injury(ies).)

Crash	Fire	Number of Persons Injured	Number of Deaths	Reported to Police
☐ Yes ☒ No	☒ Yes ~~☒ No~~	0	0	YES

Narrative Description of Incident(S), Crash(es), and Injury(ies).
Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).

~~WHILE APPLYING THE ACCELERATOR PEDAL VEHICLE FAILED TO ACCELERATE. CONSUMER APPLIED THE ACCELERATOR PEDAL NUMEROUS TIMES AND VEHICLE STARTED TO MOVE FORWARD. CONSUMER DROVE THE VEHICLE TO THE DEALER FOR INSPECTION, AND MECHANIC COULD NOT DUPLICATE THE PROBLEM. *AK~~ The fire on 5/15/04 started within seconds of parking 2004 Quest in a grass parking lot, as directed by traffic police at school event. Earlier in the same week, we had taken the van in for service for dangerously slow acceleration (felt like transmission was in wrong gear when trying to accelerate vehicle), and significantly poor fuel economy – 11.6 to 12.1 mpg instead of the normal 19-26 mpg. Additionally, we had previously noted (within first few weeks of ownership) that the power sliding door (right side) operated independently on two occasions, and failed to open/close on several different occasions

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice. ATTACH ADDITIONAL SHEETS IF NECESSARY

when control buttons were depressed. Further, the radio satellite text display (dashboard readout) malfunctioned multiple times, remaining "fixed" and unchanging throughout duration of travel, sometimes through subsequent engine starts. Numerous problems, resulting in an emergency fire situation and suspected design flaws!

CHRONOLOGY OF EVENTS PERTINENT TO 2004 NISSAN QUEST RECENTLY PURCHASED BY JEFFERSON AND APRIL DAVIS

MARCH 28, 2004

Signed purchase agreement (inclusive of 100,000-mile extended warranty) for 2004 Nissan Quest minivan at Southern States Nissan, 2407 Wake Forest Rd., Raleigh, NC, 27608. VIN 5N1BV28U24[redacted]

PROBLEMS NOTED WITH VEHICLE DURING THE ENSUING WEEKS:

1) Very poor fuel economy from date of purchase—While the advertised (sales sticker) expected fuel economy is 19-26 mpg, we consistently got only 11.6 to a maximum of 12.1 mpg. These figures Were obtained from BOTH the dashboard readout of fuel economy AND our own calculations based on gasoline purchased/used.

   We did call our salesperson with this information, but were told that he had not been aware of any other complaints of poor gas mileage on the Quest to date; he said he would check with the service department on this. Meanwhile, we contacted another Nissan dealership in our area to inquire about the poor performance, and were given almost an accusatory response, i.e. arguing that this was something he had "never heard of" in the Quest. He pointed out that the dashboard readouts were not entirely reliable, and we told him that we were not relying solely on such numbers, but on our own "gas pump" calculations as well. He then said something about time needed for the van to get broken in to reach optimal mileage, and offered no further advice.

2) Within first few weeks of purchase—Right side power passenger door opened independently on two occasions. On several different occasions, the same door failed to open/close when either the driver's or passenger's control button was depressed.
3) Numerous times, the satellite radio text digital dashboard display got "stuck," remaining fixed and unchanging for duration of travel, and sometimes through subsequent engine starts.
4) On **MAY 11, 2004**, we noted an alarming acceleration problem in the Quest. Upon accelerating (initially noticed from a stopped position), the van did not respond adequately to depressing the gas pedal. Acceleration was very slow and hesitant, as if the engine were "dragging," and driving was dangerous as it was difficult to get the van up to proper driving speed in sufficient time to accommodate traffic. The acceleration hesitancy continued while driving, but was most apparent upon acceleration from a stopped position.

   We called Southern States Nissan (dealership where purchased) to notify the service department of this problem, and we asked how emergent the situation was (whether we needed to bring in the vehicle immediately for service). The service advisor (Regina) asked whether the "engine" light on dashboard was on, and we informed her it was not. She commented that in this case, we "should be okay" driving it at this time. Acknowledging this, I told her we would still like the vehicle to be checked soon, so we would bring it in for service later that day. I also reminded her of the poor fuel economy. When I asked how these items could be properly investigated, I was told that computerized results could be obtained by diagnostic service checks on the engine. This course of action expected, we dropped off the vehicle that evening (after service dept. had closed for the day).

MAY 12, 2004

** We called Southern States Nissan Service Department to ask what had been discovered, and were told that the acceleration problem could not be replicated by them, so we were offered no explanation of the problem. We did discuss the significantly low fuel economy again, and received a response somewhat similar to the first, i.e., that the engine would take some time to burn fuel most efficiently. When we asked how much time, we were told that by about 5,000 miles of drive time, we should be running optimally. While still not completely satisfied with this explanation (NOT what was expected or told to us when we purchased the vehicle), we asked that the service advisor's comments concerning optimal performance be added to the service documentation, and we were told they would. We mentioned that we would revisit the issue if the problem remained once we reached the 5,000-mile marker, and, later that day, retrieved our van. (It is worth mentioning that the purchase dealership is approximately 35 miles from our home, so each trip to/from is not without burden.)

MAY 15, 2004

** At approximately 1:30 pm, [redacted] arrived with our two young children at a friend's school event (Emerson Waldorf School, 6211 New Jericho Rd., Chapel Hill, NC). Here, I was directed by a police deputy to park in the designated parking area for the event, which happened to be a grass field. Following directions for parking as designated, I pulled the van into its parking space, turned off the ignition, and, within seconds, noticed the smell of smoke. When I looked out the driver's side window, smoke was immediately apparent, coming from under the vehicle. Not knowing what was burning underneath, and thinking of the safety of our young children in the midst of uncertainty, I proceeded to get the children and myself away from the minivan as quickly as possible, to prevent injury or entrapment. As I ushered the children to safety away from the van, I called for help from one of the parking coordinators [redacted], and he called/ radioed the police deputy directing cars into the field not far away. By the time the family got away from the van and turned to look back at it, flames were visible, coming from underneath, and the cloud of smoke had billowed to about 15 feet high. Since the danger of other vehicles nearby catching on fire was imminent, it was critical that the fire be contained rapidly. To this end, we were extremely fortunate that one of the police deputies on traffic patrol happened to be in his police vehicle as the event unfolded, and, once aware of the emergency, drove quickly from the parking lot entrance to the fire, immediately using the fire extinguisher kept in his car to douse the flames. I did request that Officer Corey Jones, who extinguished the fire, file a police incident report, which he agreed to do.

** The rest of the day was spent handling the aftermath of the fire, and so began the long series of frustrating exchanges with both the dealership and the Nissan Corporation. After calling AAA to arrange for a tow truck, I phoned Southern States Nissan to report what had just happened, and was met with a very dismissive attitude on the part of the Sales Manager with whom I spoke, Wally. He offered no sympathy for the distress and danger we had been subjected to; instead he referred me immediately to my insurance company, saying that the dealership did not handle events such as this. It became abundantly clear to me very quickly, as he pointed out that the dealership merely sells vehicles for Nissan but bears no responsibility for them, that customer satisfaction didn't seem to count once the sale was completed, no matter how recently. When I asked if he could at least provide a loaner/rental vehicle since we would be without our van at least until Monday, when the service department reopened, and indefinitely beyond that, he adamantly refused, insisting that this was against policy and beyond his authority.

** I then telephoned our automobile insurance carrier, USAA. The representative confirmed that we did not carry rental car insurance on the minivan. I reported the event, but, due to unavailability of a claims adjustor on the weekend, was not given a definite answer as to whether this incident would be deemed a comprehensive loss claim, or whether towing costs incurred would be a covered policy benefit. As such, when Lee's Towing service arrived, I thought it best to have the damaged van towed back to our home, where it would remain in our driveway until I could ascertain the pertinent facts.

Once my husband was contacted and transported my children and me to our home, I again called USAA as requested to do to provide a detailed account of the day's events, which, I might add, were among the most frightening I have ever experienced, and certainly extremely impactual for our two children. I shudder to think of the outcome had we taken longer to get out of our van, with flames already visible once we turned to look back after running from it. **This is an emergency situation that no new minivan owner, indeed no one at all, should ever have to face, especially when acting within normal parameters and practices expected to occur during the course of minivan ownership. Participation in so many family-oriented activities (i.e. athletic events, fairs, park events, fireworks displays, camping trips, etc.) requires parking, as we were directed by police to do, in a grassy area.**

MAY 17, 2004

** I called USAA, and was connected to the claims adjustor who had been assigned to our case, Karen Morris .She advised me that it would be best to have our Quest towed to its place of purchase to avoid the risk of violating any warranty regulations, especially since we had purchased a 100.000-mile extended warranty. Soon afterward, I spoke with the USAA appraiser assigned to investigate and assess the damages, Mark Saharski. Mr. Saharski also affirmed that the minivan should be towed to its dealership of purchase.

** With this information provided, I phoned the Service Manager at Southern States Nissan, Bob Miller, to let him know of our intent, as advised by our insurance provider, to have the van towed to the Southern States Service Department. In what I thought a highly unusual response, he balked at this plan, stating that the service department didn't do "body work," and didn't handle this type of job. **It seemed he was actually rejecting acceptance of the van into the dealership, as he went on to say that very little work of this nature is actually done in-house, most work being referred to outside body shops** (he even provided the names of some of these shops.) As I explained again to him the nature of the damages (most of which I did not consider body work), I also reiterated that USAA deemed it best that our Nissan be in the place where warranty provisions and Nissan standards could best be adhered to as we proceeded. **At this, Mr. Miller indicated that any potential repairs would not be covered under warranty—even our extended warranty—anyway. I asked him how he could make that determination prior to examining the vehicle, and he answered that the situation did not involve a mechanical defect. Viewing this presumption as entirely and unfairly premature, as no mechanic had yet even viewed the vehicle, I told him I would discuss the matter further with USAA and call him back. I need to add that it was especially odd that Mr. Miller spoke so assuredly about Nissan warranty issues when both he and Wally (Sales Manager) had already made it abundantly clear to us that the dealership was merely a franchise to sell Nissan vehicles, but had no responsibility in "backing" the products they sold!**

** I phoned the USAA appraiser, Mark Saharski, and expressed my confusion and frustration at Mr. Miller's protest over where our van should be sent and his insistence that the service department was not the proper place for it to be towed for service. Mr. Saharski ascertained that I should, indeed, send it to the dealership as advised previously, and said he would be at Southern States to examine the vehicle the following morning.

** I also contacted the **National Highway Traffic Safety Administration** on this day to inform them of the dangerous problems (fire and previous acceleration problems) we had experienced with our 2004 Quest. **Notably, the NHTSA website details numerous complaints about this minivan, a significant number of which relate specifically to the same difficulties we described. A formal complaint process has been initiated.**

** I arranged for an advance-notice tow by AAA, to be put into effect upon my call the next morning since the dealership's service department was, by this time, closed for the day.

MAY 18, 2004

** At 6:00 am, I called AAA to initiate tow to Southern States Nissan.

** I telephoned Bob Miller once dealership had opened to inform him that, in accordance with USAA's advice, the Quest would be arriving this morning. He stated that the vehicle was already there, and I told him to do nothing to the vehicle whatsoever, as the insurance appraiser would be there at approximately 10:00am to assess the damages. I asked that he call me once the inspection/appraisal was complete.

** I also attempted to reach the General Manager at the dealership, Mr. Ed Burbeck, to apprise him of the situation and to repeat my request for help with a rental/loaner vehicle, and was told he would be unavailable (out of the office) until May 20th. When I asked about reaching a District Representative, I was told that Mr. Burbeck would be the person to speak with about contacting the Nissan representative.

** I called the Nissan Corporation at the only number provided to consumers, 1-800-NISSAN1, and went through the proper channels to reach a Consumer Affairs Representative by the name of Judy (reps at Nissan do not provide surnames). I informed Judy of the recent problems with our new Quest, and, while she gladly took the pertinent information, could not give me a specific answer as to the course of action Nissan would pursue, or whether Nissan Corp. would get involved at all. **It seemed to me that, just as the dealership had insisted that our problems were Nissan issues, the Nissan Corporation was not willing to assume an active part in the resolution. As such, I requested two things: I wanted to speak with a supervisor, and I wanted Nissan's engineering department to look into the matter to determine exactly what caused our van to have had the problems it did, including the most recent extreme susceptibility to fire. As I am not a**

mechanic, I could not determine whether the dangerous situation(s) we had faced were related to a flaw specific to our van, or to a broader vulnerability in the engineering/design of the REDESIGNED 2004 Quest.

** Subsequent to this conversation, I spoke with a supervisor in Consumer Affairs, Carrie. I reiterated my concerns, and she was very resistant, in fact, argumentative, in response. It most definitely seemed that, from her customer service vantage point, we, the customers, should bear all the burden in the case! According to Carrie, Nissan, and our extended warranty, did not play a role unless a minivan part proved defective, yet, as I pointed out, Nissan had not (nor had the mechanics at the dealership) even checked the vehicle to determine why it had performed so poorly and caused a fire so easily! **Further, while Carrie made repeated references to the Quest owner's manual containing a cautionary statement about parking over "flammable materials," she neglected to highlight the subsequent statement in the same section (5-2, 5-3) that warns that the engine (ignition, fuel injection, or electrical systems) must be operating properly to prevent "overrich fuel flow into the three-way catalyst, causing it to OVERHEAT." This begs the question of connection between previously reported problems in our van (very poor fuel economy, poor response to acceleration, computer/electrical malfunctions) and the unusual and almost immediate ignition of fire.** It was only after much frustration and debate that Carrie said she would try to have the engineering department review the case, but would not guarantee any resultant actions.

** With the resultant sense and disappointment that Nissan was not interested in answering questions important to the case, I telephoned the Raleigh television station, WRAL-TV, and outlined the problems we had experienced with the Nissan Quest and the Nissan Corporation to date. The "Five On Your Side" **consumer advocacy program wanted to hear what I had to say, and opened a file on the matter.**

** Mr. Miller (dealership Service Mgr.) called me, as I had requested, to inform me of the completion of the insurance appraisal. I reiterated we were not ready to proceed with any actions/service to the vehicle, as we had not received all the information needed at this time.

MAY 19, 2004

** Spoke again with Judy at Nissan Consumer Affairs…A supervisor had not called me back as I understood would happen within eight hours of first request. Judy said that the case had been sent Engineering/Legal Dept. for review. She would not say exactly how long this process would take, so I waited for a call back.

MAY 20, 2004

** At about 3:45 pm, I received a call from Carrie at Nissan Consumer Affairs, informing me that **Nissan's Engineering/Legal Dept. had decided not to pursue the matter. Stunned, I repeated my stance that no reasonable determination of defect, either singular, interrelated, or Quest-wide, could be achieved without any investigation (no one but the appraisers had checked the van at all since the fire incident). Nissan's diffidence and total lack of interest was unbelievable, and unacceptable. I asked to speak to Carrie's supervisor, and she flatly told me "No." Stunned again by her complete refusal (having worked in Customer Service, I know not to say "no"), I insisted there must be someone senior to her with whom I could speak, and she again refused, saying there was nothing more to be done; the decision had been made. When I inquired about contacting Engineering personnel directly, she said customers are not given contact information, and when I asked if Engineering could contact me, again she said "No." After all of my sincere efforts to answer questions/resolve concerns, I was now facing a stone wall; no options for even the remotest hope of resolution were being offered! I concluded by asking one last time if I could please speak with a supervisor, and when again the refusal came, I simply said I would have to pursue other channels.**

** I had tried to reach Mr. Burback, the dealership General Manager, earlier this morning (as he was expected back in his office today), but was not successful. **After my conversation with Nissan I tried to call him again, in hopes that he could make a connection on my behalf with the Nissan District Representative. Mr. Burback was very clear in stating that he did not have an affiliation with Nissan, and did not know what he would be able to do. When I suggested that certainly the manager of a Nissan dealership would "carry more weight" with Nissan than I (and should surely have the contact information available that I was not allowed to obtain), he asserted that the "best he could do" would be to TRY to contact the**

District Representative and ask him to contact me. He emphasized that he had no control over whether the Representative would respond. With much frustration, I brought up the issue of a loaner vehicle, which, in his absence the dealership had refused to provide. He replied that he only had access to Ford Focus, and I said this would be fine. Without further discussion, I found myself transferred to the Service Department, to arrange details of picking up the loaner car.

** A slight ray of hope toward resolution came when I realized late in the day that a coordinator for WRAL-TV "Five On Your Side" had left a message on my answering machine indicating the producers' interest in my story, and requesting further information.

MAY 21, 2004

** I waited for a call from the Nissan District Representative, but did not receive one. I left a voicemail message for Mr. Burback, asking him to let me know whether he had successfully contacted the representative.

** I telephoned Mr. Miller (Service Manager) to remind him that, while we continued to wait for some sort of response/resolution to this matter, we were not authorizing anything to be done to our minivan. **He then offhandedly remarked that he had just gotten a call from Nissan about—a complete surprise to me--the trip that three Nissan engineers were making to the dealership the following week to look at our minivan! This after Nissan Consumer Affairs Dept. had told me one day earlier that the matter was closed; no investigation would be pursued! When I asked him if he knew what day/time, as I would like to be present, he responded that he didn't "know whether they would want me there"! When I stated that I intended to be there, as I had no other avenue left open for me to pursue, he countered that the engineers might not even speak English (implying, I think, the futility of attending). I said I would at least be able to observe their actions. Mr. Miller did tell me that the visit was scheduled for May 28th and when I asked him to get back to me with the specific time, he said he would. I was, and I remain, extremely dissatisfied that news of this important meeting was discovered quite by accident (within my phone call about something else) rather than made known to me directly. Here was yet another absolute confirmation that I, the customer, had no right to information and no recourse for action as far as Nissan Corporation was concerned—I was, indeed, kept "out of the loop," while being expected to bear all the responsibility.**

** Later this afternoon, the WRAL-TV representative reached me by phone, and I related the latest details of the case. He asked me to forward some pertinent information to him by facsimile, and I agreed to do so by the following Monday.

MAY 24, 2004

** I called Mr. Burback (General Mgr.) back, as he had not responded as to whether he had reached the Nissan District Representative. He said he had asked him to contact me, and repeated that this was "all he could do." I simply stated that I needed to hear from the District Representative today, saying I had become aware of the planned engineers' visit, and needed to speak with the Representative about it.

** At this point, I did not expect to hear from anyone further, and knew I was not being informed of actions being taken. This left me no choice, short of legal action, but to contact the BBB AUTO LINE at the number provided in the Quest owner's manual. This course of action is intended for those customers who have not been able to successfully resolve a problem with either the dealership or the manufacturer, and, despite my best efforts, I had certainly been forced into this category. I provided basic information by telephone, was assigned a file number [redacted], and was told I would shortly receive further paperwork by mail. Nissan Corporation would receive a copy of the complaint by facsimile.

** Also on this day, I called Service Mgr.Bob Miller to request a copy of the service report from our initial service to the van, related to acceleration problems and poor fuel economy. I explained that I needed this for Friday's meeting. **It was then that I learned another surprising bit of news—unbeknownst to us, the owners, an engine service check had been run on our van while it was in the service department's possession the SECOND time, after my repeated insistence NOT to do anything to it until we authorized such.** I could not believe this had been done without any notification of, or approval by, us, and Mr. Miller was very defensive, exhibiting no appreciation of my displeasure.

** When [redacted] traveled to Southern States Nissan to pick up service documentation, he **queried Mr. Miller about who had issued the direction to perform the recent engine check, and was told it had been Nissan Corporate. Once he examined the paperwork, he noticed another disparity—an engine service check had NOT been performed as we were led to believe it would when we initially brought in the van for acceleration/fuel problems (MAY 10th).** Only a road test had been conducted to investigate the problems reported at that time. One must ask whether a full diagnostic investigation at such time might have spared extreme danger less than a week later, and avoided all the ensuing and ongoing problems.

MAY 25, 2004

** I called Nissan Consumer Affairs to go over the dates of my calls to them prior to upcoming visit from Nissan engineers. Judy was not at her desk, so instead of leaving a message, I called back and tried t obtain the verification of my own records from Sonia. Sonia informed me that I needed to talk to Judy to obtain the desired information, so she transferred me back to Judy's voicemail. I requested that Judy call me back on the same afternoon, if at all possible, as I needed to collect all pertinent data promptly in readiness for Friday's meeting.

** I phoned Mr. Miller to try one more time to make contact with a Nissan District Representative, as I had not been contacted. I asked him if he had any contact information, as my efforts through Mr. Burback had failed, and I really wanted the Representative to attend Friday's meeting. He immediately responded with, "I can tell you right now that's not going to happen, because he'll be out of town." **According to Mr. Miller, the Nissan Representative had been at Southern States Nissan dealership earlier in the day, yet no one had seen fit to let us know or to ensure contact was made despite our numerous requests to that end.** When I asked if Mr. Miller would have him call me today while he was presumably still IN TOWN, he got upset and responded with, "I have no reason to even be talking to you." I challenged him on how he could say this under the circumstances, and he charged that I had "already gotten Engineering into this," which, as detailed, was arranged without my knowledge by Nissan Corporation. After outlining for Mr. Miller how, as the Manager of Service, he was precisely the person I had reason to talk to, I told him I would not trouble him again if I heard from the Nissan District Representative.

MAY 27, 2004

** I HAVE NOT YET BEEN CONTACTED BY THE NISSAN DISTRICT REPRESENTATIVE.

** I called Nissan Consumer Affairs back, as I AM STILL WAITING FOR A RETURN CALL FROM JUDY. I reached Jay, who referred me back to Judy as Sonia had done. I expressed that all I needed was a confirmation from computer notes of dates and nature of calls to verify my own records—I wasn't breaking any new ground with what I considered a simple request. After about twenty minutes, during which Jay went off line a couple of times to consult Judy even though she couldn't talk to me, I was given a two hour window during which she could call me back. I was not available, as I told Jay, at such time, and even asked if Judy could leave a message with requested information on my answering machine. Still, there was no accommodation offered to meet my—THE CONSUMER'S—needs. When I asked to speak to a supervisor, I was told she was in a meeting. As it turned out, I had to rearrange my entire schedule to meet Consumer Affairs needs. I said I would be WAITING FOR A CALL BACK (not a very subtle theme running throughout this case) at 1:00 pm EST. At about 1:25 pm, after much undo delay and resistance over a period of three days, I spoke with Judy to verify the simple facts I needed to confirm.

[redacted]
Chapel Hill, NC [redacted]
Tel. #[redacted]
May 28, 2004

Nissan North America, Inc.
Consumer Affairs Department
P.O. Box 191
Gardena, CA 90248-0191

Re. Nissan File [redacted]

To Appropriate Nissan Corporation Personnel:

We are writing this letter to provide documentation and summary of the many problems we have experienced related to operation of our recently purchased 2004 Nissan Quest minivan, and the difficulties we have faced trying to reach a satisfactory resolution of such.

Within weeks of signing the purchase agreement, including a 100,000-mile extended warranty, our van began exhibiting multiple problems. (1) From the start, the minivan's fuel economy was SIGNIFICANTLY LOW. Under normal driving conditions, instead of the customary and expected 19-26 miles per gallon of gasoline, the van was only traveling 11.6-12.1 mpg, based on both computer readouts and our own calculations at the gas pumps. (2) On at least two occasions, the right-side electrically powered sliding door opened independently, and on several different occasions, the door failed to open/close when the driver's or passenger's control button was depressed. (3) Numerous times, the computerized dashboard display of radio station information (satellite radio text display) malfunctioned, remaining fixed and unchanging throughout the duration of travel (sometimes through several engine starts.) (4) A dangerous situation developed within the second month of ownership when the vehicle exhibited failure to accelerate properly. The van did not respond adequately when the gas pedal was pressed (felt like the transmission was in the wrong gear), and accelerated much more slowly than necessary to accommodate traffic flow. The acceleration difficulty was most notable from a stopped position, but also apparent when increasing speed while driving. (5) A true emergency occurred when, seconds after parking (as directed by traffic police) in a field at a school event, the grass under the van ignited, causing smoke—followed quickly by flames—to billow out from underneath the vehicle. Although our two young children and the driver, [redacted] ran to safety, a serious disaster was only averted by the fortunate coincidence of a police deputy (assigned to direct traffic) being able to rush to the fire with his fire extinguisher within minutes. Had this not been the case, a much more serious consequence would have ensued.

Since the latter event, we, the owners, have given extensive time, travel and attention to our attempt to have legitimate questions answered by dealership and/or Nissan representatives. We have been met with non-answers, i.e., evasive or inconclusive remarks through which neither the seller nor the manufacturer assumes any responsibility in the matter. Please read the attached chronology of events to date verifying the unacceptable lack of cooperation and apparent lack of interest that we have faced in our sincere attempts to resolve pertinent issues. The only fact clear to us is the certain lack of interest in answering unresolved questions; this, when one would think that it would be of interest and benefit to all to determine how and why such problems arose in this newly redesigned 2004 Quest model.

While we are aware of the cautionary statement in the Quest owner's manual regarding parking over "flammable materials such as dry grass, waste paper or rags," we have also read the subsequent caution advising that "Malfunctions in the ignition, fuel injection, or electrical systems can cause overrich fuel flow into the three-way catalyst, causing it to overheat," (sections 5-2,5-3). Certainly, based on problems experienced with the dashboard display, the electrically powered sliding door, the extremely low fuel economy, and the unresponsive acceleration, the operating systems in this minivan were not performing optimally. Even an engine check for possible overrich fuel, since it is based on information provided by the memory of the related computer system, cannot be relied upon when the problems we experienced first-hand while driving demonstrated real computer system irregularities. If one computer system is malfunctioning, how and why should we base determination of dependability on another computer system in the same vehicle?

The questions remain…How and why did our new Quest minivan react so quickly and extremely (resulting in fire) to an ordinary circumstance, one that will, no doubt, be faced by many other minivan owners in the course of ownership? What caused the multiple (aforementioned) electrical and engine-related problems before the fire, and shouldn't a relationship between these and the subsequent fire be probed? Are the problems we have had indicative of a broader problem related to faulty design/engineering in the REDESIGNED 2004 Nissan Quest? Even the police officer who put out the fire noted (in his incident report) that our vehicle was "low to the ground." Could this, perhaps combined with the added underbody area created by dual-side running boards, have entrapped heat, inviting dangerous susceptibility to fire ignition? Also notable are the numerous complaints involving the 2004 Nissan Quest currently on file with the National Highway Traffic and Safety Administration; a fair number of these describe problems very similar to those we experienced with our acceleration, door, and dashboard display. It is crucial to determine if this sporty and popular new Quest model is, albeit unwittingly, a sort of Trojan horse, entrusted unsuspectingly by family-oriented owners to transport them safely, yet hiding intrinsically dangerous design flaws. As responsible owners, we have felt compelled to report our experiences to both the NHTSA, and the Raleigh, NC, television program dedicated to consumer advocacy, WRAL-TV's "Five On Your Side." Both have opened case files on our behalf, and are looking into the situation.

At this point, with so much uncertainty surrounding the events of our first 1½ months of Quest ownership, coupled with the frustrations we have faced in resolving these matters, we have lost all confidence in this Nissan product. We must admit we were highly enthusiastic new Nissan buyers, impressed by the esthetics of this unique van, and it is regrettable that we have been forced into the position we must now take. We shall never again feel safe transporting our young family in this minivan, nor will our friends when considering their families as passengers in it. We ask you to consider all the unanswered questions above, and answer at least this one honestly, "Would you feel comfortable buying and driving this vehicle for your family?"

It is crucial on many counts that you as a corporation honor the Nissan advertising promise to consumers, "We're not satisfied until you're satisfied," beginning with the repurchase of our dangerously flawed vehicle. Hopefully, the matter will not end there, though, as we urge you to examine both our vehicle and other Quest minivans to arrive at definitive answers to the puzzling questions arising from this and related situations. Just as we take seriously our responsibility as consumers to inform the public of safety problems, we trust that the Nissan Corporation will do its utmost to assure the safety of the millions affected by their decisions and actions.

Sincerely,

[redacted]

INCIDENT/ INVESTIGATION REPORT

INCIDENT DATA

Agency Name: Orange County Sheriff			OCA: 04-13228
ORI: NC 0680000			Date / Time Reported: Saturday — Month 5, Day 15, Yr 04, Time 1446 Hrs
#1 Crime / Incident (s): Damage to Property	☐ Attempt ☒ Complete	At Found: Saturday — Month 5, Day 15, Yr 04, Time 1405 Hrs	Last Known Secure: Saturday — Month 5, Day 15, Yr 04, Time 1406 Hrs
#2 Crime Incident:	☐ Attempt ☐ Complete	Location of Incident: 5211 New Jericho Rd.	Offense Tract: 9871
#3 Crime Incident:	☐ Attempt ☐ Complete	Premise Type: Open Field	Victim Residence Type: ☐ Single Family ☐ Multi Family

M/O

How Attacked or Committed: Vehicle Fire On School Property	Forcible: ☐ Yes ☒ N/A ☐ No	Weapons / Tools: None

VICTIM

# of Victims: 1	Type: ☒ Person ☐ Business ☐ Society ☐ Government ☐ Financial Institute ☐ Religious ☐ L.E. Line of Duty ☐ Other / Unk	Injury: ☒ None ☐ Minor ☐ Loss of Teeth ☐ Broken Bones ☐ Severe Lacerations ☐ Internal ☐ Unconscious ☐ Other Major	Drug / Alcohol Use: ☐ Yes ☐ Unknown ☒ No ☐ N/A

	Victim/Business Name (Last, First, Middle)	Victim of Crime #	DOB / Age		Race	Sex	Relationship To Offender	Residence Status
V1	[redacted]	1	4/15/61	43	W	F	N/A	☒ Resident ☐ Non-Resident ☐ Unknown

Home Address: [redacted] Chapel Hill, NC [redacted] — Home Phone: [redacted]

Employer Name/Address: — Business Phone: [redacted]

VYR	Make	Model	Style	Color		Vin
2004	Nissan	Quest	Minivan	Gold	[redacted]	

OTHERS INVOLVED

CODES: V - Victim (Denote V2, V3) — O - Other (if other than victim) — R - Reporting Person (if other than victim)

Type: ☐ Person ☐ Business ☐ Society ☐ Government ☐ Financial Institute ☐ Religious ☒ L.E. Officer Line of Duty ☐ Other/Unknown

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex
R	[redacted]				

Home Address: — Home Phone:

Employer Name/Address: [redacted] Hillsborough, NC [redacted] — Business Phone: [redacted]

Type: ☐ Person ☐ Business ☐ Society ☐ Government ☐ Financial Institute ☐ Religious ☐ L.E. Officer Line of Duty ☐ Other/Unknown

Code	Name (Last, First, Middle)	Victim of Crime #	DOB / Age	Race	Sex

Home Address: — Home Phone:

Employer Name/Address: — Business Phone:

PROPERTY

Status Code: L - Lost S - Stolen R - Recovered D - Damaged Z - Seized B - Burned C - Counterfeit / Forged F - Found (Check "OJ" column if recovered for other jurisdiction)

Victim #	UCI	Status	Value	OJ	QTY	Property Description	Make/Model	Serial Number
1		D	$1500.00		1	Vehicle Undercarriage		

Number of Vehicles Stolen — Number Vehicles Recovered

ID

Officer Name/ ID #: Cpl. Corey Jones 6262	Officer Signature	Supervisor Signature

STATUS

Complainant Signature	Case Status: ☐ Futher Investigation ☐ Inactive ☒ Closed/Cleared ☐ Closed/Leads Exhausted	Case Disposition: ☐ Unfounded ☐ Juvenile/No Custody ☐ Extradition Declined ☐ Cleared by Arrest ☐ Refuse to Cooperate ☐ Cleared by Arrest by Another Agency ☐ Death of Offender ☐ Prosecution Declined

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INCIDENT/INVESTIGATION REPORT

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DRUGS

L - Lost, S - Stolen, R - Recovered, D - Damaged, Z - Seized, B - Burned, C - Counterfeit / Forged, F - Found

DCI	Status	Quantity	Type Measure	Suspected Type	Possess	Buy	Sale	Mfg.	Importing	Operation

Check up to 3 types of activity for each

OFFENDER

Offender Used Alcohol/Drugs ☐ Yes ☐ Unk ☐ No ☐ N/A

Computer ☑ Yes ☐ Unk ☐ No ☐ N/A

Offender 1 Age: Race: Sex:

Offender 2 Age: Race: Sex:

Offender 3 Age: Race: Sex:

Offender 4 Age: Race: Sex:

Primary Offender Resident Status ☐ Resident ☐ Non-Resident ☐ Unknown

SUSPECT

Name (Last, First, Middle) | Alias or Nickname | Home Address

Occupation | Business Address

DOB / Age | Race | Sex | Height | Weight | Build | Hair Color | Hair Style | Hair Length | Eye Color | Glasses

Scars, Marks, Tattoos, or other distinguishing features (i.e. limp, foreign accent, voice characteristics)

Hat | Jacket | Shirt/Blouse | Tie/Scarf | Coat/Suit | Pants/Dress/Skirt | Socks | Shoes

Was Suspect Armed? | Type of Weapon | Direction of Travel | Mode of Travel

VYR | Make | Model | Style | Color | Lic/Lis | VIN

WITNESS

Name (Last, First, Middle) | DOB / Age | Race | Sex | OCA

Home Address | Home Phone | Employer | Phone

Subject Hate / Motivated: ☐ Yes ☐ No

NARRATIVE

Narrative

[redacted] and I were working a special assignment at the Emerson Waldorf School. We were working a traffic post at the annual May Faire event. The school had arranged parking for the public in an open field across from the school. The grass in the field had been cut using a tractor. There were a lot of dead grass clippings on the ground. There were approximately 50 cars parked in the field when I noticed smoke coming from the far end of the field. Cpl. Roberts yelled that there was a fire. I pulled my patrol vehicle down into the field and noticed that a fire had started underneath a gold minivan. The vehicle was low to the ground and there were flames coming from underneath both sides of the vehicle. I took my fire extinguisher and put out most of the flames. [redacted] got the keys from the owner. We put the vehicle in neutral and pushed it forward to get it away from the fire. The grass under the the middle part of the vehicle was still burning so I grabbed the fire extinguisher and put it out. We determined that the vehicle was not on fire. There was some damage to the vehicle. I could see that the plastic under the driver's side front wheel well had melted and was dripping down onto the tire. We were unable to determine the full extent of the damage since we were unable to lift the vehicle. The owner of the vehicle [redacted] told me that she had just pulled into the field and she had been parked for less than 30 to 45 seconds. She said she noticed smoke coming from underneath the vehicle and she got her children out of the car and ran to safety. An employee with the school said it was possible that the muffler or catalytic converter had come into contact with the grass sparking the fire. [redacted] arranged for a tow truck to pick up the vehicle and she called her husband to come and pick her and the children up. The vehicle was towed to a garage.

THE ATTACHMENTS TO THIS DOCUMENT HAVE BEEN REMOVED TO PROTECT UNWARRANTED INVASION OF PERSONAL PRIVACY PURSUANT TO EXEMPTION 6 OF THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(b)(6).