

September 15, 2005

10138839

2005 SEP 23 PM 8:33

To whom it may concern,

I am having many problems with my 2004 XTerra Nissan vehicle. I bought it new with odometer 11 and VIN# 5N1ED28T [REDACTED]. The date I bought it was 10/11/04 and I have been having problems with my vehicle since 10/22/04. Since that day on my vehicle has been taken to the Nissan Shop for various reasons. The main problem I have with my vehicle is the right window, but I'm fixing that problem when another one comes out. For example, the last time I took it to the shop was on 8/19/05 and it came out with a defected right door. The vinyl was forced in which they almost made a hole through it. Now the radio doesn't work either. I'm not trying to cause any kind of problems, yet I want to make use of my rights. I would like to request a refund of my money I have paid so far or have my vehicle replaced. As you know a vehicle is very necessary and I don't want it for free. I will continue making my monthly payments as usual. If another vehicle or money will be given to me I want the same interest and the same monthly payments because I believe is the best you can do as for my problem. Thank you.

Sincerely,

[REDACTED]
El Centro, CA [REDACTED]
[REDACTED]
[REDACTED]

Maria
9/29/05

Thank you for your purchase of a new Nissan. Your continued satisfaction is Nissan's highest priority. If you have any concerns or questions regarding your new Nissan and have been unable to resolve them to your satisfaction with your Nissan dealer, please contact Nissan at 1-800-NISSAN-1 (1-800-847-7261).

If you believe your new vehicle does not conform to the applicable Nissan warranties, and that neither Nissan nor your authorized Nissan dealer has successfully repaired a non-conformity which substantially impairs the use, value or safety of your vehicle after a reasonable number of repair attempts, you may be entitled to replacement or repurchase of your vehicle under California's "lemon law." Replacement or repurchase under the law includes refund or payment of certain taxes, fees and incidental damages by the manufacturer, and an offset for the use of the vehicle by the buyer prior to the discovery of the nonconformity. The law creates a rebuttable presumption that a reasonable number of attempts have been undertaken if, within 18 months of delivery of the vehicle to the buyer or 20,000 miles on the odometer, either the manufacturer or the dealer has failed to repair the nonconformity after a reasonable number of attempts.

12

~~There is an additional rebuttable presumption against a nonconformity which results in a condition likely to cause death or serious bodily injury if the vehicle is driven has been subject to repair two or more times by the manufacturer or its agents, and you have at least once directly notified Nissan of the need to repair the nonconformity. To directly notify Nissan of the need for repair of your vehicle, write to Nissan at the following address:~~

There is an additional rebuttable presumption against a nonconformity which results in a condition likely to cause death or serious bodily injury if the vehicle is driven has been subject to repair two or more times by the manufacturer or its agents, and you have at least once directly notified Nissan of the need to repair the nonconformity. To directly notify Nissan of the need for repair of your vehicle, write to Nissan at the following address:

Nissan North America, Inc.
Consumer Affairs Department
P.O. Box 181
Gardena, California 90248-0181

In addition, Nissan offers a qualified third-party dispute resolution process in California called AUTO LINE which is administered by the Council of Better Business Bureaus (BBB). In order to assert the presumption described above, you must first report to the AUTO LINE process. AUTO LINE will request your name, address and telephone number; the vehicle identification number of your vehicle (located on the

88/01

dashboard); your date of purchase; the current odometer reading; your dealer's name; and details of the nonconformity, including repair orders, maintenance records and other documentation you may have.

AUTO LINE will hold a hearing at which you may appear in person, and will issue a decision 40 days from the time your complaint is filed unless you delay the process. If you accept a decision issued by BBB AUTO LINE it will be binding on both you and Nissan, and Nissan will comply with it promptly, within 30 days after receiving notice of your acceptance of the decision. However, you may choose to reject the decision, and if you do, you may go to court. (The decision and findings of the BBB AUTO LINE process will be admissible in any court action.)

Your Nissan New Vehicle Limited Warranty Information & Maintenance Log Booklet contains other information concerning operation of AUTO LINE which may be both helpful and informative to you. Additionally, you may call Nissan at 1-800-NISSAN-1 (1-800-647-7251) and we will be happy to provide you with the address and phone number of your local BBB office, or provide other information about

AUTO LINE in response to your questions. If you prefer, you may contact the BBB directly at:

AUTO LINE
Council of Better Business Bureaus, Inc.
4200 Wilson Blvd.
Arlington, VA 22203

If you do not wish to assert the presumption under the California lemon law, or if you wish to pursue other remedies under Federal or state law, you are not required to use BBB AUTO LINE. Nonetheless, you may still find the BBB AUTO LINE process helpful. You may use it under most circumstances and Nissan encourages you to do so.

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).