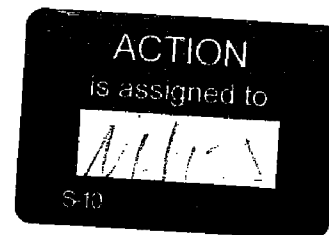


Copy to Dep't. of Transportation

NV-274

[REDACTED]
[REDACTED]
Lancaster, VA
January 5, 2007



NISSAN NORTH AMERICA, Inc.
Consumer Affairs Department
P.O. Box 191
Gardena, CA 90248-0191

Dear Sir/Madam:

Enclosed please find my letter of today to VISA, NAVY FEDERAL CREDIT UNION. It requests a dispute be entered against the payment of \$350.11 made on my VISA card December 19, 2006 to VICTORY NISSAN OF MECHANICSVILLE, VA.

You are requested to pay the \$350.11 under NISSAN published warranty procedures. Payment can be made directly to VISA, Navy Federal Credit Union, with a courtesy copy to me.

I also recommend that you recall all 2006 NISSON 350Z roadsters until the problem of a possibly defective ASSY SYSTEM-CLUTCH or loose driver's seat floor mat, or both, or whatever else caused the problem I experienced, is corrected.

Sincerely,

E. Jay Francis
E. Jay Francis

100
73
12
10
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[REDACTED]
[REDACTED]
Lancaster, VA [REDACTED]
January 5, 2007

Secretary of Transportation
400 7th Street, S.W.
Washington, DC 20590

Dear Mr. Secretary:

Enclosed please find my letter of today to VISA, NAVY FEDERAL CREDIT UNION and a copy of my letter of today to NISSAN NORTH AMERICA Consumer Affairs Department. These letters request that a dispute be entered against the payment of \$350.11 made on my VISA card December 19, 2006 to VICTORY NISSAN OF MECHANICSVILLE, VA and that NISSAN NORTH AMERICA take steps to pay the \$350.11 under its new car warranty procedures.

You are requested to please start the action to insure that the current unsatisfactory situation of 2006 manual shift NISSAN 350Z's be investigated thoroughly and corrected by NISSAN NORTH AMERICA, Inc.

I also request that your Department institute action to insure recall of all 2006 manual shift NISSAN 350Z roadsters until the problem of a possibly defective ASSY SYSTEM-CLUTCH or loose driver's seat floor mat, or both, or whatever else caused the problem I experienced, is corrected.

Sincerely,

[REDACTED]

[REDACTED]
[REDACTED]
Lancaster, VA [REDACTED]
January 5, 2007

VISA, NAVY FEDERAL CREDIT UNION
P. O. BOX 3500
Merrifield, VA 22119-3500

Dear Sir/Madam:

The purpose of this letter is to request that a dispute be entered on the attached invoice dated 12/18/06, for \$350.11, from VICTORY NISSAN OF MECHANICSVILLE 6564 Mechanicsville Pike, Mechanicsville, VA 23111. I do not believe that the invoice correctly describes the problem nor how it was fixed, and I do believe that the problem is a failure by the NISSAN COMPANY to provide me with a safe, properly operating, automobile. Therefore, I believe, the cost of \$350.11 should be paid by the NISSAN COMPANY under its 60 month or 60,000 mile, whichever comes first, warranty. I paid SHEEHY NISSAN OF WALDORF, MD \$35,285 for the 350Z, JNIAZ360Z61 [REDACTED] automobile, new, November 4, 2005. On December 18, 2006 mileage on the 350Z was 10,285 miles driven. Under the NISSAN warranty procedure, there are 3 distinct steps, to be followed if necessary, by seeking remedies from Federal or local government entities. Only the first step of the warranty process has, so far, been followed. Therefore, please do not pay VICTORY NISSAN OF MECHANICSVILLE's invoice for \$350.11 until all, possibly all four, of the distinct steps of the NISSAN warranty procedure have been processed.

I spoke, at VICTORY NISSAN, to the service manager, Mr. Travis Barton, and to the general manager, Mr. Kenny Dunn. Mr. Dunn merely told Mr. Barton to handle the matter and then walked off. Mr. Barton threatened me, stating that if I did not pay the bill and remove my car immediately, he would call in the local police and have me arrested. I thought this threat ridiculous and told him to go ahead. I have no idea what he thought the police could charge me with.

The problem with my NISSAN 350Z started Thursday, January 14 or 15, 2006. Late Thursday morning, I drove the car to the Lively, VA service and repair station on Route 3, about 2 miles North of downtown Lively, for an oil change. I had been serviced and inspected there before, with several different cars. After the oil change was completed, I drove South on Rte 3 to Lancaster Community Library in Kilmarnock, VA. Following several hours doing research in the library, I drove to my home, about 15 miles, in Corrotoman-by-the-Bay community. On Friday morning, January 15, 2006, I came out of the house in the morning intending a short drive to the closest open gas station, a "Get-&-Zip" on Rte 3. But, the manual gear shift: 6-speeds forward, 1-speed reverse, could not be shifted by me. After some trials, I was able to get the car shifted

into neutral, but I could not shift out of neutral to any of the gears, either forward, back, or park.

Over the next three days, I tried everything I could think of which might free-up the gears: 1) I tried to shift into gear with the motor off; 2) I tried to shift into gear with the motor on; 3) I opened the engine compartment and tried to ascertain whether there was sufficient oil and other fluids in the engine; 4) I tried to free-up the transmission by using the power steering to turn the front wheels all the way to the left, all the way to the right, and to straight ahead; 5) I got down on my knees in the driveway and looked at the clutch, the brake, and the gas acceleration pedals; 6) I adjusted the seats forward and back; 7) I tried working the gear shift with the emergency brake on and with it off; and 8) I opened and closed both car doors several times. I checked the fuel tank and the metering report, which indicated that there was sufficient gas to drive to the nearest gas station, 60 miles DTE vs. 6 miles to the Get-&-Zip station on Rte. 3. I read deeply into the 350Z owner's manual, but was unable to find any help there. Over Friday, Saturday, and Sunday, I tried everything ten to fifteen times, on the theory that time might solve the problem and the theory that, at age 78, I have more of a tendency not to do everything right the first time. This I have learned looking for my reading glasses, etc. Sometimes I find them on the third search of my home and cars.

Monday, December 18, I called SHEEHY NISSAN and spoke to their service department. The man stated that he could not make any diagnosis over the telephone, but that it would be necessary to have the car towed in to his service department where they could see what would be needed to fix the problem. I told him that, assuming the failure is covered under the power train warranty, the tow would be over 90 miles. He said the warranty would cover towing to the closest NISSAN dealership. Since VICTORY NISSAN in Mechanicsville appeared to be the closest NISSAN dealership, I called them and spoke to Mr. Travis McNeil. He stated that he could not make any diagnosis over the telephone, and that it would be necessary to have the car towed in to his service department where they could see what would be needed to fix the problem, and determine if the repairs are covered by NISSAN warranty. He had no suggestions, nor had SHEEHY, for any other things I could try, in order to get the 350Z shifted into driving gear. Finally, I agreed to have the car towed in, and called the tow company number which he gave me. They came late in the morning for the 65-mile drive (my distance number, observed by driving directly behind the aluminum roll-on, roll-off tow truck). We arrived at VICTORY NISSAN OF MECHANICSVILLE during the noon lunch hour.

Mr. Travis McNeil, who had spoken with me on the telephone, was at lunch, so I dealt with the Service Manager, Mr. Travis Barton (short haircut, athletic-looking, H.K. Haldeman personality, was my impression). Mr. Travis Barton, advised that they could have the problem analyzed by 2:00 pm, so I stated that I would go someplace locally for lunch and return. On my return, I was advised that the problem was "THAT THE FLOOR MAT WAS STUCK UP UNDERNEATH THE CLUTCH PEDAL", that they "PULLED FLOOR MAT OUT..." and then they test drove my 350Z, "ALL CHECKS OKAY". Mr. Travis Barton stated that the problem would not be covered by NISSAN warranty, and said I must pay the cashier for the \$350.11 invoice and get back my car

keys. I was irate. I DID NOT, AND DO NOT, BELIEVE THE FLOOR MAT WAS THE PROBLEM. I started the car frequently (at least 8 to 10 times) from Friday through Sunday. The first time, when I started the car with the gear set in PARK, the clutch worked fine. I had to use the clutch, when the car was in PARK with the emergency brake on, in my driveway. The 350Z clutch needs to be within 1-inch of the floor (apparently a NISSAN design decision) before it works at all. I shifted out of PARK with the engine running. Then I could NOT shift back into PARK, or into ANY OTHER GEAR, with the engine either running or not running nor with the emergency brake on or not on.

With the combination of the questionable invoice (to me), which stated the problem was a stuck-up floor mat, and VICTORY NISSAN Service Manager Travis Barton's refusal to pay the \$350.11 invoice cost under NISSAN warranty, I was irate. I asked the cashier where I could find the General Manager. She pointed out Mr. Dunn, who was at the reception desk on the main sales floor. I went to Mr. Dunn and explained the problem as I saw it. He placed several calls to Mr. Barton, but was unable to reach him on the phone, then he shouted into the microphone for Mr. Barton to come to the sales floor. We met Mr. Barton near the cashier's area. Mr. Dunn had commented to me that he saw costs on the copy of the invoice which I had showed him, for both parts and labor, inconsistent with a problem that had only to do with a STUCK-UP FLOOR-MAT PROBLEM. When Mr. Barton arrived, Mr. Dunn told Mr. Barton to "take care of the matter" and returned to his prior location on the main selling floor. Mr. Barton told me that I had to "pay the invoice, take the car keys and remove my 350Z now". When I told him no, he threatened to call the local police and to have me arrested. I told him to go ahead. I had no idea what I could be charged with by local police. Later, Mr. Barton changed his mind, and responded to my question by saying he had decided not to call the police.

I drove home in my Toyota 4-Runner and returned to Mechanicsville, Tuesday, December 19th, delivered by four people (strangers met in the Tappahannock WalMart), in a GMC. I used my NFCU VISA card to pay the bill and get my keys, and then drove my 350Z to the WalMart in Tappahannock, VA where I had left my 4-Runner. Wednesday, December 20th. I found another unknown (to me) volunteer walking on Rte 354, who agreed to drive my 4-Runner from the WalMart parking lot in Tappahannock to 222E. HighView Drive, Lancaster County, some 30 miles. Both the New Yorker and his 3 friends, in a GMC December 19, and the walker I stopped and asked to assist me on December 20th, were strangers to me and were paid by me for their help, which enabled me to have my cars returned to my home.

My NISSAN 350Z has two (at least) carpets or mats on the floor in front of the driver's seat. The bottom carpet, about 1/4" thick, is glued down and is a single piece, insofar as I can determine, which covers all of the car floor in front of both 350Z seats. The second driver's side floor mat is about 1/4" thick, is loose except for a single rubber post (about 3/8" diameter and 1.0" high) which sticks up on the rear left side of the back area of the mat (mat is roughly rectangular in shape-bulges out on driver's door side

30-½" in fore and aft length and an average of 18" wide). The left rear rubber post is attached by a rubber strap to the car floor beneath the driver's seat. It is supposed to KEEP THE UPPER FLOOR MAT, WHICH DOES NOT HAVE ANY FRONT EDGE POSTS OR CLAMPS OR OTHER FASTENERS SECURED TO THE CAR FLOOR, from moving out of position. Near my home, after the fact, I discussed my VICTORY NISSAN experience with the Lively Gas and Repair station manager, whose man changed the 350Z oil December 14, and with Brown's Body Shop and Towing Company located about 1 mile further away. Neither was able to identify the "TUBE ASSY-CLUTCH", referred to in the VICTORY NISSAN OF MECHANICSVILLE invoice, nor to understand how the floor mat could have caused the problem, particularly in view of the fact that I had climbed in and out of the car and tried various methods to see if I could, at least partially, resolve the problem, over the three days before calling SHEEHY and VICTORY NISSAN dealerships. I am unable to see how I could push the FLOOR-MAT up under the clutch pedal. To get in and out of the 350Z, I must open the door to the maximum possible, then bring in my feet, twist in the seat, and enter my feet into the small space provided. At no time do I touch the floor mat, other than to place my feet on the pedals. To get out of the car, this cumbersome and unpleasant procedure is reversed. I keep the steering wheel in the up position, but the up position does not give a great deal more room for my legs to enter the car under the steering wheel.

I believe that the problem of the non-working manual gear shift is correctly attributed to the damaged or defective 'TUBE ASSY CLUTCH' and not "FLOOR MAT ... STUCK UP UNDERNEATH THE CLUTCH PEDAL". Even if the problem were the FLOOR MAT, NISSAN warranty is responsible since I have not moved or otherwise done anything to "STICK UP FLOORMAT UNDERNEATH CLUTCH PEDAL" and, even if I had, the FLOORMAT SHOULD NOT HAVE BEEN INSTALLED BY NISSAN company or dealership, loose, so that it could move, and with that movement suddenly stop the clutch and brake from being operative. For at least 13 months, after purchase of the car new, it did not do so. If the FLOORMAT WAS STUCK UP UNDERNEATH THE CLUTCH PEDAL, it would have been done by the last person inside the car, the tow truck driver—I saw the tow truck driver put one leg inside the passenger at a time, a task that I cannot do., or by VICTORY NISSAN personnel. I back down into the seat and then lift both feet together. This provides no opportunity to shove the floormat out of place. If the floormat was pushed out of place, it must have been done by the tow truck driver's workshoe or by someone's shoe at VICTORY NISSAN.

IN FACT, I BELIEVE THAT NISSAN company should be required, by NISSAN company voluntarily, or by the U.S. Department of Transportation, to recall all 2006 NISSAN 350Z cars immediately and to replace or modify their top floor mats by a floor mat securely fastened at the front edge as well as at the left rear edge, or by a floor mat positively glued down to the underlying floor mat. I don't think that movement of my floor mat is the cause of the problem I had, but it could be a major hazard to life on the highway, and for urban driving, unless corrective action is immediately taken. For my own car, I have removed the top floor mat from the car and do not intend to replace it unless a recall for that purpose is done by NISSAN company. Without a recall, any 350Z on the road could be blocked from shifting into the appropriate gear or be stuck in gear

and be a source of a possible death-caused accident on the highway and in urban traffic. I think my inability to shift into gear is a hidden problem with the "TUBE ASSY-CLUTCH". The current situation, with 2006 350Z's like mine, is too dangerous to allow United States citizens to be terminally endangered by a loose floor mat in the car and/or a deficiency of a bent, broken, or otherwise malfunctioning "TUBE ASSY-CLUTCH".

NFCU VISA is requested to refuse payment of \$350.11 to VICTORY NISSAN OF MECHANICSVILLE, VA, until all four steps, if necessary, of the NISSAN warranty program are completed. A copy of this letter has been sent to the following interested parties through steps 1 and 2 of the NISSAN warranty process.

Sincerely,



Copy to:

NISSAN NORTH AMERICA, Inc., Consumer Affairs Department, P.O. Box 191,
Gardena, CA 90248-0191

VICTORY NISSAN OF MECHANICSVILLE, VA

SHEEHY NISSAN OF WALDORF, MD

AUTO LINE, Council of Better Business Bureaus, Inc., 4700 Wilson Blvd, Arlington,
VA 22203

✓ Secretary of Transportation, 400 7th Street, S.W., Washington, DC 20590

THE ATTACHMENTS TO THIS
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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).