



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 100148

Date Received

Repository

2007 JUL 18 2007

Reference No.
10196690

OWNER INFORMATION (Type or Print)

Name [REDACTED]

Daytime Telephone Number [REDACTED]

E-mail Address [REDACTED]

Address [REDACTED]

Evening Telephone Number [REDACTED]

City JACKSONVILLE

State FL

Zip Code [REDACTED]

Do you authorize NH
In the absence of an
Signature of Owner [REDACTED]

Manufacturer of your vehicle? YES NO
or address to the vehicle manufacturer.
Date 7/30/07

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side

4N2DN11W45T [REDACTED]

Make

NISSAN

Model

QUEST

Model Year

1995

Date Purchased
17-AUG-98

Dealer's Name and Telephone Number

Engine:

No: Cylinders 6

Fuel Type:

Gas

Original Owner

Dealer's City

State

Zip Code

Transmission Type
AUTOMATIC

Antilock Brakes
 Cruise Control

Powertrain

FRONT WHEEL DRIVE

Vehicle Component Code

105500 POWER TRAIN:DRIVELINE:DIFFERENTIAL UNIT

Multiple Failure: 1

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)
19-NOV-2003

Failure Mileage
61000

Failure Speed
45

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: DOTM19ABC036)

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

Yes No

File

Yes No

Number of Persons Injured

0

Number of Deaths

0

Reported to Police

N

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).

TL*THE CONTACT OWNS A 1995 NISSAN QUEST. WHILE DRIVING 45 MPH, THE VEHICLE SHUT OFF WITHOUT WARNING. THE CONTACT ATTEMPTED TO RESTART THE VEHICLE, BUT WAS UNSUCCESSFUL. THE FAILED CRANKSHAFT DAMAGED THE MOTOR. THE 23 MM CRANKSHAFT WAS REPLACED WITH A 25 MM CRANKSHAFT. THE MOTOR WAS REPLACED AT A COST OF \$3,400. THE CURRENT MILEAGE IS 200,014 AND FAILURE MILEAGE WAS \$61,000.

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

The Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

yes!

Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

Inclosed, please find some of the paper trail that has been ongoing since 2003. Currently I have a final hearing in Small Claims Court Sept 20, 2007. I am hoping you can bring Nissan to see that they should be responsible for repairs. Please call if you have any questions. Thanks for your help.

ATTACH ADDITIONAL SHEETS IF NECESSARY



U.S. Department of Transportation

National Highway Traffic Safety Administration

400 Seventh St., S.W. Washington, D.C. 20590

Official Business Penalty for Private Use \$300



NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL FIRST CLASS PERMIT NO 73173 WASHINGTON, D.C.

POSTAGE WILL BE PAID BY NATL. HWY. TRAFFIC SAFETY ADMIN.



U.S. Department of Transportation National Highway Traffic Safety Administration Office of Defects Investigation, NVS-210 400 7th Street, SW Washington, DC 20590



Think your vehicle has a safety defect?



If so: Use the enclosed form to file a report.

or visit:

www.safecar.gov

or call:

Vehicle Safety Hotline 888-327-4236



Vehicle Owner's Questionnaire (VOQ) U.S. Department of Transportation National Highway Traffic Safety Administration

Statement of Claim

I, [REDACTED], the owner of a 1995 Nissan Quest GXE van (#4N2DN11W4SD [REDACTED]) experienced some difficulty having my van diagnosed, repaired, and reimbursed by Coggin Nissan of the Avenues, their representatives, Walter Walker, Regional Parts and Service Manager, Greg Brown, Coggin Nissan Service Manager, and Julie Osterman, Customer Service Supervisor.

On November 19, 2003, the van had a structural failure of the crankshaft that failed or broke into two pieces and which will be confirmed by a metallurgist. Service personnel from two dealerships in Jacksonville stated that this was "unheard of". Research, however, revealed that the 1995 crankshaft was indeed structurally problematic and subsequently replaced by an upgraded, larger one in the 1996 models. It would seem that since the 1995 crankshaft was in need of this upgrade, Nissan should be held responsible for providing the upgrade. For the next 26 days, I was unable to obtain a written response as to Nissan's liability and/or responsibility in this matter. After numerous attempts to reach an agreement on repairing the vehicle were ignored, I had my mechanic repair the van. Given the inordinate amount of time Nissan took to determine responsibility in this case, I feel that it warrants compensation of all expenses undertaken in relieving this burden brought on by the gross mishandling of my request.

The following costs were incurred: \$3115.00 repair cost; \$90.00 towing; \$1600.00 attorney fees.

Schoolteacher takes on Nissan Corporation over defective parts claim

How much is the manufacturer of your auto willing to stand behind their product when a defective part malfunctions? Warranties reach upwards to 10 years these days as companies are reacting to the reality that consumers value quality as much as performance in their vehicles. More drivers are keeping their cars and vans longer to help off-set the rise in new car prices. "Quality craftsmanship is still job #1", was the lament we heard auto makers taut and is still being pointed out to us today. More and more odometer readings register 200,000, 300,000, or even 400,000 miles as owners nudge their chariots toward legendary status.

██████████ is one of those drivers who proudly states 239,000 miles driven when he passed his Toyota on to a neighbor five years ago. He was expecting just as much when he purchased his 1995 Nissan Quest GXE van. He took great care and pride in servicing it and was pleased with it until just before Thanksgiving when the van suddenly stopped running. A preliminary diagnosis uncovered the crankshaft "failed" or broke into two pieces. Two calls to the local Nissan dealerships in Jacksonville, Mike Shad Nissan and Coggin Nissan at the Avenues, revealed that this was "unheard of" from the service personnel and that the 1995 crankshaft had been replaced by an upgraded, larger one in the 1996 models. It would seem that since the 1995 crankshaft was in need of an upgrade, Nissan would be responsible for providing the upgrade. For the next 24 days, no one from Nissan would accept that responsibility. Not two Customer Service representatives, the Service Manager at of Coggin Nissan, nor the Regional Parts and Service Manager, Walter Walker, would accept responsibility for the inferior part failure. A number of questions come to mind that have yet to be answered by Nissan. Why were they afraid to admit and replace the defective part? Not all parts perform as they should due to flaws in the manufacturing and installing process and when this occurs that part should be replaced immediately. There should be as little inconvenience experienced by the owner as possible. Any cost necessitated could be assimilated by the manufacturer, and any labor charges written off as a parts related loss. Was any consideration given to ██████████ plight? Is this the type of Customer Service Nissan is now providing? One can only ponder the impetus behind this questionable behavior. Surely the reputation of Nissan has been compromised. Will the necessary steps to right this injustice be forthcoming? What comes about should begin to be revealed as the details of the travesty are debated in Jacksonville's legal arena in the weeks and months ahead.

"I guess I was wrong in expecting Nissan to perform as well as the Toyota", ██████████ laments. And from the actions (or lack of action) of the local Nissan representatives in this case, let the buyer beware that lack of support strength at the top spells *Doom* for quality craftsmanship, and *Gloom* for those who venture into the showrooms of Nissan Motor Cars. "I wish I had my Toyota back!", yearns ██████████ "It delivered performance, not promises!". Nissan's advertising catch phrase "Shift" promises many things but the only "Shift" that comes to mind after hearing of ██████████ ordeal is to another dealer.

Cc: Ken Amaro First Coast News Troubleshooters -TV 47

DAVID A. HERTZ
ATTORNEY AT LAW

Packet #1

1601 Atlantic Boulevard

Telephone 904/398-9131 • Facsimile 904/396-9389

Jacksonville, Florida 32207-3364

February 4, 2004

Nissan Motor Corporation
18501 S. Figueroa Street
Gardena, California 90248-4500

RE: Case #: 43440205

Dear Sirs:

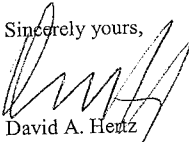
My client, [REDACTED] the owner of a 1995 Nissan Quest GXE Van (#4N2DN11W4SD [REDACTED]) has experienced incredible difficulty in the diagnosis, repair, and reimbursement from Nissan Motor Corporation and its agent, Coggin Nissan of the Avenues, Jacksonville, Florida, for an inherent defect in this vehicle.

Briefly, [REDACTED] van has a structural failure of the crankshaft. [REDACTED] has been unable to obtain any written confirmation of Nissan's response to his claim for reimbursement.

As the problem in the failed crankshaft appears to be inherent in this vehicle, the fact that Nissan changed the design the next year indicates that there was such a problem, leads me to inform you that, should we not resolve this matter amicably, records of all mechanical problems in the 1993-1995 Nissan Quest vans will be requested as we pursue [REDACTED] individual claim for \$3,416.90 plus interest and attorney's fees.

In my opinion, resolving this issue immediately will save a great deal of time and expense on the part of all parties. I anticipate your prompt response.

Sincerely yours,


David A. Hertz
Attorney at Law

DAH/ajc

cc: [REDACTED]

original

NISSAN

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NISSAN NORTH AMERICA, INC.

Corporate Office
18501 South Figueroa St.
Gardena, California 90248-4500
Mailing Address: P.O. Box 191
Gardena, California 90248-0191.
Telephone: 310.532.3111

February 19, 2004

Mr. David A. Hertz
Attorney at Law
1601 Atlantic Blvd.
Jacksonville, FL 32207-3364

RE: [REDACTED]
1995 Nissan quest, 4N2DN11W4SD [REDACTED]

Dear Mr. Hertz:

This letter acknowledges receipt of your letter, dated February 04, 2004, which was received in our offices on February 10, 2004. Nissan reviewed all the information you provided carefully and completely, giving consideration to all the facts. Based on this review, we must reiterate our prior decision and respectfully decline your request to reimburse your client for the repairs on the above referenced vehicle.

The subject vehicle came with a factory powertrain warranty, which expired approximately four years ago and over one hundred thousand miles. Consequently, Nissan North America, Inc. unfortunately is not in a position to offer any financial assistance in the matter.

Thank you for allowing us the opportunity to review this matter. We regret that a more favorable response is not possible.

Sincerely,



Cynthia Mayorga
Arbitration Specialist
Dispute Resolution Programs

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DAVID A. HERTZ
ATTORNEY AT LAW

1601 Atlantic Boulevard

Telephone 904/398-9131 • Facsimile 904/396-9389

Jacksonville, Florida 32207-3364

May 7, 2004

Ayumi Suenaga
Nissan Motor Corporation
18501 South Figueroa Street
Gardena, California 90248-4500

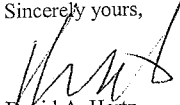
RE: [REDACTED] Case #43440205

Dear Ms. Suenaga:

I have conferred with my client regarding your offer of \$1,000.00 to settle all his claims. Upon due consideration, in light of the fact that the damage to [REDACTED] vehicle was \$3,115.31, we feel that a more appropriate settlement would be the sum of \$2,500.00.

Please review and respond at your earliest convenience.

Sincerely yours,



David A. Hertz
Attorney at Law

DAH/ajc

cc: [REDACTED]

NISSAN

NISSAN NORTH AMERICA, INC.

Corporate Office
18601 South Figueroa St.
Gardena, California 90248-4500
Mailing Address: P.O. Box 191
Gardena, California 90248-0191
Telephone: 310.532.3111

May 14, 2004

Louis Valensula

310 771-3790

Mr. David A. Hertz
Attorney at Law
1601 Atlantic Blvd
Jacksonville, FL 32207-3364

Nissan N.Am. Inc

RE: [REDACTED] CA # 4340205

Dear Mr. Hertz:

We are in receipt of your letter dated May 7, 2004 and your request for \$2500.00. During our last conversation we mutually agreed that \$1,000.00 was a fair and generous settlement of this matter. Given the extremely high mileage already on this vehicle Nissan is not prepared to raise its offer at this time. However, solely in the interest of customer satisfaction and to resolve this matter with finality, if you indicated that \$1,250.00 would settle this matter completely, I would request management to favorably consider the offer.

If your client is not prepared to make such an offer, then I would request that you please accept \$1,000.00 as our last and final offer. Please accept this \$1000.00 as our final offer. Should you have any further questions or concerns, please feel free to contact me directly at 310-771-3810.

Sincerely,



Ayumi Suenaga
Executive Senior Supervisor
Nissan Consumer Affairs

cc: General Counsel

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DAVID A. HERTZ
ATTORNEY AT LAW

1601 Atlantic Boulevard

Telephone 904/398-9131 • Facsimile 904/396-9389

Jacksonville, Florida 32207-3364

August 10, 2004

Ayumi Suenaga
Nissan Motor Corporation
18501 South Figueroa Street
Gardena, California 90248-4500

RE: [REDACTED]
Case #43440205

Dear Ms. Suenaga:

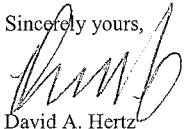
We are in receipt of your letter dated May 14, 2004. [REDACTED] has reminded me of the \$3,417.00 that was needed to replace the crankshaft, which does not include interest and fees for services rendered to date. Our research has ascertained that the crankshaft was indeed defective and should have been replaced. Coggin Nissan of the Avenues had ample time to diagnose and correct the over-matched crankshaft in the 26 days the van was in its possession. After that time, we were informed that Nissan was not able to replace the inferior part; however, the 1996 models received an upgraded and larger crankshaft.

Please feel free to contact me if you have a need for further background information to help you make an informed decision in this case.

As of this date, we have not received the preliminary data requested in our April 14, 2004, correspondence.

I am sure you will agree that a 50/50 split of the expenditures [REDACTED] has incurred would be a fair and equitable settlement. This is how we arrived at our proposed settlement figure of \$2,500.00. Your prompt response is greatly appreciated.

Sincerely yours,


David A. Hertz
Attorney at Law

DAH/ajc

cc: [REDACTED]



NISSAN NORTH AMERICA, INC.

Consumer Affairs
18501 S. Figueroa St.
Gardena, CA 90248
Mailing Address: P.O. Box 191
Gardena, CA 90248-0191
Telephone: 1.800.647.7261

October 13, 2004

Mr. David A. Hertz
Attorney at Law
1601 Atlantic Blvd
Jacksonville, FL 32207-3364

RE: [REDACTED] CA # 4340205

Dear Mr. Hertz:

We are in receipt of your letter dated August 10, 2004. As indicated in our previous correspondence, Nissan's offer remains at \$1,000. No further considerations will be made. Should you and your client accept our offer, please contact me directly at 310-771-3810.

Sincerely,

A handwritten signature in black ink, appearing to read "Ayumi Suenaga".

Ayumi Suenaga
Executive Senior Supervisor
Nissan Consumer Affairs

cc: Peter Pitterle

Packet #2

ignore public ↓

Pomoco Nissan, Hampton VA

▼ **Below Average.** After 40,000 trusty miles on my 97 200SX SE-R the motor decided to go south. Being a Saturday afternoon not many Nissan dealers were open so I had it towed to the nearest one. The service writer started out very nice as I explained my problem. After the following Monday she called me back to ask me if I had aftermarket cams and told her not to my knowing since I had bought it used. She had proceeded to tell me that I would be charged \$70 to look under the valve cover. I asked her why so much just to take out 8 to 10 bolts from the valve cover? No comment was made but told me Nissan would take care of it if I had factory cams. I said proceed then. Nevermind the basic bolt on goodies that were already in plain view. Two days had passed and no answer back from dealership. After fighting the phone operator and talking to everybody except my service writer and being on hold for almost 20 minutes, I get her. She told me the cams were factory and it looked like a broken rocker arm had caused it. She said she had to call Nissan to authorize the repairs and said would get back tomorrow. Next two days nothing. Called back fighting with the operator again and being on hold for the end of time, the operator tells me she was off for the day call tomorrow! I call the next day after going through the bull of there phone system I finally get my service writer. She seemed not pleased to talk with me even though I had been very patient at this point. She proceeded to tell me that Nissan will not cover its problem due to aftermarket parts. I figured I would run into this problem since it is hazily written in the warranty. She said that it was caused by the aftermarket ecu. Hmmm didnt know I had one. Well maybe I did since it was a used car. But I asked her what did that have to do with engine part failure and why did they have to dig through my dashboard to pull the ecu out? Her answer was they were trying to find the problem. So I asked her what had actually broken in the motor. She said possibly a rocker arm but was not real sure. I said since I had a timing belt break on me before it sounded like the same thing had gone wrong with the chain. Dont know she said but Nissan won't cover it and she quickly started to run off prices of a brand new motor. 6500 for the motor and around 1200 for labor. I laughed and asked for Nissan's number. Well no luck from an answer back from Nissan and its been 2 weeks. Well I've been talking to my lawyer and will never set foot back on a Nissan lot. Oh yea, I have the broken timing chain!

Nissan Confirms It Plans To Recall 1.02 Million Cars

Thursday 12:43 am ET

TOKYO October 30, 2003; Dow Jones reported that Nissan Motor Co. plans to recall a total of 2.56 million vehicles sold in Japan and overseas due to faults in the engines, the automaker said Thursday.

~~The firm expects to book a Y15 billion-Y16 billion recall charge this fiscal year through March, but it has no plans to downgrade its earnings outlook for the current year, it said.~~

Nissan will recall about 1.03 million vehicles in Japan and 1.53 million vehicles sold in the U.S. and other countries.

*Costly
to
recall!*

RESEARCH

Packet #3

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Followup: The Risk of a Broken Crankshaft

Shortly after I completed my timing belt replacement, I ran across the following posts on alt.autos.nissan:

Magary wrote:

Has anyone heard anything about the crankshaft breaking on the 3.0 liter Nissan engine at the crankshaft pulley? I have a 93 Villager and last week the crankshaft pulley just broke off. I am looking at a \$4000 engine replacement and my mechanic says it is a defective crankshaft. If you have had this happen to you let me know. A defective crankshaft should be the responsibility of the manufacturer. Makes you think twice about the Villager.

Bryan

"NissTech" replied:

Nissan has a TSB on this issue. It states that improper drive belt tension can cause this problem and improper tension of the timing belt.

The 93 Quest / Villager came with a 25mm crank , they have since changed it to a 27mm crank, the larger crank is available for your van

This is not a defect , when the Quest first came out we saw a lot of broken cranks , and 99% of the time the customer just had belts put on at a shop other than the dealership and they set them too tight, I hope that is not the case with you .

You do not need a "new" engine just a new crank

→ Same as a Nissan Quest

Igor N. Hue posted to alt.autos.nissan that the issue was not just a REPLACEMENT issue... The crankshaft could break even as the van comes from the factory:

As a matter of fact the mechanic pointed out to me that there was a lot of corrosion inside on half of the break indicating that it probably was cracked for a long time before it finally broke. The initial factory belt tensioning is the main cause as acknowledged in the OASIS report. That's why Ford 1) made the revised crank 2mm thicker. and 2) revised the 1996 shop manual with a new tensioning procedure.

I posted the issue of overtightened belts to the Villager / Quest mailing list, and list admin Carl Haines replied:

I have recently received an email from another person who has mentioned that this problem is listed in the 1998 Consumer Reports Buyers Guide. I have not yet looked at the Buyers guide but was told that the problem is the result of over tightened drive belts. I would take the CR information into consideration, but I wonder what CR's source of information is on this. Maybe I should right them a letter to find out. It is certainly a good idea to check the belt tension regardless of whether this can cause the crankshaft to break. Overtightened belts can cause premature bearing failure in the accessories and seal failure. One thing to consider is that since this is an overhead cam engine there is some extra machining in this area that may weaken the crankshaft. A couple months ago I went through the NHTSA

complaint database to see what I could find. I did find a number of reports about broken crankshafts for 93'-95' Villagers. This confirms that the problem is real. The real question is how to avoid a broken crankshaft.

Concerning the repair of the broken crankshaft. Unless it is covered by warranty I wouldn't replace the engine. The engine is most likely to be perfectly fine with the exception of the broken crankshaft. In this case I would find a shop that does engine rebuilds and have them replace the crankshaft. A replacement crankshaft will not be cheap but it will certainly be cheaper than replacing the engine.

Carl has since received another email about this problem and Ford's response:

Speaking of broken crankshafts... Below is an excerpt from a mail I received recently. If the information is accurate, I am a bit relieved about the possibility of breaking the crank on my '96.

Mine broke at 50,000 miles (right at the front of the engine just behind crankshaft pulley). After talking to several mechanics I discovered it was a known problem and they said they had seen them before. My dealer and Ford customer service refused to do anything about it (car was out of warranty). A friend got me a Ford OASIS report (SSM 04925) which acknowledges the problem.

It states that "Engineering determined the cause was the initial tensile force set on the engine accessory belts during assembly." In Feb. 1995 a new crankshaft that is 2mm thicker at front was implemented. For the older crankshafts Ford recommends using the revised belt tension adjustment found in the 1996 service manual.

A Quest owner, and member of the [Villager/Quest mailing list](#) also was fortunate enough to have the dealer pay for her new engine. Here's her story:

After getting the initial \$4800 estimate to put in a re-manufactured engine, I called Nissan Consumer Affairs (1-800-647-7261). I told the rep that the van had fewer than 68,000 miles and had always been serviced at the dealer. After consulting with the local Nissan service guy, the rep said Nissan would pay at least half. In the meantime I found this list and other information about the problem and called the local guy telling him it was a known problem. When the repair was made, the Nissan rep called me to see whether I had decided to buy a new vehicle or keep the Quest. I didn't want another Quest and the Pathfinder is pricey. Then she said they would pay for all of the new engine!! I wouldn't hesitate to get a Pathfinder when I get some funds together.

Setting the Accessory Belt Tension

I did not have an accessory belt tensioner. And the way these belts are tightened lends to easy overtightening. You ratchet a bolt to tighten and loosen them, and the torque required to turn these bolts is quite light, even when the belt is overtightened.

After reading these posts, I loosened my belts until I felt confident from the belt deflection between pulleys that they were not overtightened.

Since then, I came across the following "rule of thumb" method for setting the accessory belt tension on *rec.autos.nissan*:

The question was:

Any idea where I can get a belt tensioning gauge?

Daniel B. Martin replied:

Don't bother. They are surprisingly expensive and difficult to use because of limited accessibility of the belt.

I use my thumb as the belt tensioning gauge. Paraphrasing from the Haynes Maxima manual, page 1-16 ...

Push the belt firmly with your thumb and observe the distance the belt moves.

- *If the distance between adjacent pulley centers is 7 - 11 inches, the belt should deflect 1/4 inch.*
- *If the distance is 12 - 16 inches, the belt should deflect 1/4 to 1/2 inch.*

I prefer to run a belt on the loose side. If it squeals, tighten it a bit. This is so easy to do on your '97 Maxima that trial-and-error adjustment won't take much time.

CRANKSHAFT - serious Villager problem

[Follow Ups] [Post Followup] [[VMag WWW Bulletin Board](#)] [[FAQ](#)]

Posted by [Robert-VancouverBC](#) on August 25, 02 at 16:46:11:

My wife and I currently own a '93 Mercury Villager with 75k miles on it. We just arrived home yesterday in a rental car because our van broke down in southern BC (Canada). The end of the crankshaft "snapped" off. The first estimate I have received is in the \$2,500 - \$3,000 range. The engine has to be pulled for this to be done. Has anyone else experienced this problem? Please let me know. I would like to find out if this is a common problem (as this is what I have been told) and if there are any "hidden warranties" or if anyone has tried to take Ford to court over this. Thanks.

Follow Ups:

Post a Followup

Name :

E-Mail :

Subject :

Comments:

: My wife and I currently own a '93 Mercury Villager with 75k miles on it. We just arrived home yesterday in a rental car because our van broke down in southern BC (Canada). The end of the crankshaft "snapped" off. The first estimate I have received is in the \$2,500 - \$3,000 range. The engine has to be pulled for this to be done. Has anyone else experienced this problem? Please let me know. I would like to find out if this is a common problem (as this is what I have been told) and if there are any "hidden warranties" or if anyone

Optional Link URL:

Link Title:

Optional Image URL:

[Follow Ups] [Post Followup] [[VMag WWW Bulletin Board](#)] [[FAQ](#)]

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 Matt Wright and DBasics Software Company

Good vehicle until crankshaft broke



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[See your credit report and score for Free!](#)

What things
have gone
wrong with the
car?

October 15, 2004: Took van to dealer we purchased from to have timing belt replaced at scheduled interval (105,000 miles). Crankshaft reportedly broke when mechanic attempted to remove harmonic balancer. The only major engine work on this vehicle involving accessory belt tension adjustment was performed by this dealer (belts were replaced when power steering pulley and main pulley and associated bearings were replaced at 24,000 miles. under warranty; In hindsight, perhaps an early indication that belt tension setting were too tight?)

Dealer initially not offering any help toward repair/replacement of engine:

A little research on Internet indicated the crankshaft breaking problem is an issue with 93-95 Quest/Villagers.

Other problems: Replaced cylinder head temperature sensor (threaded plug) @ 13,500 miles due to coolant leak.

Replaced Main A/C hose @ 50,000 miles. leaking freon.

At about 95,000 miles the A/C stopped working (blowing cool air) after an hour or so of operation. Worked fine if turn A/C off for a while and restarted. Suspect a switch has gone bad, allowing unit to freeze over. Stopping operation must have allowed it to thaw out.

Replaced rear brake light bulbs several times (more than what I think should be normal).

General
comments?

Other than the above problems the Quest van (up until October 15, 2004) had been a relatively good vehicle.

I found it comfortable to drive long distances with a full load of kids and luggage. Would have even been better if the engine developed more horsepower/torque.

95 Mercury Villager Cranshaft

[Follow Ups] [Post Followup] [VMag WWW Bulletin Board] [FAQ]

Posted by denny reece on March 06, 03 at 21:18:47:

I just paid off the car note for the 95 Villager I bought 6 months ago and now the crankshaft broke out of the blue I started looking on the internet for information on the problems and stubbled on your site on others talking about how thier villager's crankshtft also broke does anyone know of any recourse I have to get it fix or compensated from Ford about the problem?

Thanks Desperate for answers

Follow Ups:

Post a Followup

Name :

E-Mail :

Subject :

Comments:

: I just paid off the car note for the 95 Villager I bought 6 months ago and now the crankshaft broke out of the blue I started looking on the internet for information on the problems and stubbled on your site on others talking about how thier villager's crankshtft also broke does anyone know of any recourse I have to get it fix or compensated from Ford about the problem?

: Thanks Desperate for answers

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Re: '94 Villager - Broken Crankshaft

[Follow Ups] [Post Followup] [VMag WWW Bulletin Board] [FAQ]

Posted by Susan on July 12, 03 at 17:26:44:

In Reply to: '94 Villager - Broken Crankshaft posted by Angie on April 11, 03 at 21:50:04:

: I have a 94 Villager that has been diagnosed with a broken crankshaft. "Very Unusual" according to the mechanic at a local Ford Dealership.

: I have done a lot of research and this is a "known defect" that Ford is aware of. I have found many cases where customers received repair cost compensation from Ford if they pushed it. Most got 50 - 100%

: I am gathering information to make my case with Ford. If you have experienced this, e-mail me your details and your results or post here.

: Thanks!

I realize you posted this some time ago but would be interested in knowing if you had any luck. I have just replaced the entire engine since the labour quote to do the crankshaft (which sheared off) was higher than replacing the whole engine. I now have a spare (perfectly good) engine in storage! I asked my mechanic (not a Ford dealership) if there was any recourse but the most he could offer was the possibility/probability that the timing belt was overtightened when replaced. Nissan dealership did the replacement. My bill was nearly \$3000 for the "new" engine. Would appreciate any feedback.

Follow Ups:

Post a Followup

Name :

E-Mail :

Subject :

Comments:

```

: : I have a 94 Villager that has been diagnosed with
a broken crankshaft. "Very Unusual" according to the
mechanic at a local Ford Dealership.
: : I have done a lot of research and this is a "known
defect" that Ford is aware of. I have found many
cases where customers received repair cost
compensation from Ford if they pushed it. Most got
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model research



1994 Nissan Quest

Kelley Blue Book Price \$4,850 - \$5,975
 Expert Rating Not Reviewed
 Consumer Rating 8.3 out of 10
 Reliability **BEER**

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Reliability Ratings

See how it will hold up using these options. If you have any questions you can consult the **Reliability FAQ** or read **About Reliability Ratings**.

Ratings Key

- Minimal Problems
- Moderate Problems
- Significant Problems

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1994 Nissan Quest Reliability Rating

Category	Rating	Comments
Engine	<input type="checkbox"/>	Occasional problems on this vehicle are failures of the Fuel Pump and the Fuel Injectors, and a periodic problem is failure of the Crankshaft. Failure of the Fuel Pump will prevent the vehicle from starting. The cost to repair the Fuel Pump is estimated at \$183.33 for parts and \$110.50 for labor. The cost to repair the Fuel Injectors is estimated at \$131.49 each (Black Injectors) or \$142.08 each (Blue Injectors) for parts (total of 6) and \$201.50 for labor. The cost to repair the Crankshaft is estimated at \$1,231.04 for parts and \$1,053.00 for labor. All prices are estimates based on \$65 per flat rate hour and do not include diagnostic time or any applicable sales tax.
Transmission & Driveline	<input checked="" type="checkbox"/>	Infrequent problems reported, all with low repair costs.

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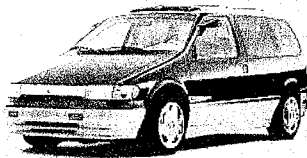
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Used Car Pricing & Reviews

1993-98 Mercury Villager



1993 Mercury Villager Nautica (more pictures)

Find a used Mercury Villager in your area using CarsDirect.com

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Listings updated daily.

- For
- Passenger room (front), Steering/handling
- Against
- Control layout, Wind noise

Highlights

In 1993 Mercury joined the ever-growing minivan market with an all-new front-drive model called Villager. Nearly identical to the also-new Nissan Quest, Villager was similar in wheelbase to the popular Dodge Caravan and Plymouth Voyager. Available in GS and LS trim, the Villager was propelled by a 151-horsepower, 3.0-liter Nissan V6, coupled to a 4-speed automatic transmission. Four-wheel antilock brakes were standard.

Year-to-Year Changes

1994 Mercury Villager: For its sophomore season, the Villager gets a new driver-side airbag and the luxurious Nautica Special Edition. It gets a distinctive blue-and-white 2-tone paint scheme, yellow pinstripe, white alloy wheels, four captain's chairs with blue leather upholstery and white inserts, plus "Nautica" badging.

1995 Mercury Villager: The Villager enters 1995 with no significant changes.

1996 Mercury Villager: A revised dashboard held a passenger-side bag, and motorized

Pricing Overview

- 1995 \$2,800-4,000
- 1996 \$3,400-4,800
- 1997 \$4,000-5,500
- 1998 \$4,800-6,500

Class

- minivan
- Powertrain Layout transverse front-engine/front-wheel drive
- Built In USA

Printer Friendly Report
[1993-98 Mercury Villager Report](#)

In the Full Review

- Highlights
- Year-to-Year Changes
- Evaluation
- Value for the Money
- Road Test Ratings
- Specifications
- Safety Ratings
- Trouble Spots
- Avg Repair Costs
- Recalls
- Prices

Other Villager Reviews
[1999-2002 Villager \(used\)](#)

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More Villager Pics



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23

shoulder belts are eliminated. The Villager also received a complete facelift, with new front and rear bumper fascias, side moldings, taillights and headlamps, plus a new chrome grille. The new dash and instrument panel feature easier access to all major controls and new audio systems that have larger buttons.

1997 Mercury Villager: Previously optional on the LS model and standard on premium Nautica models, captain's chairs become an available option for the base GS model for 1997.

1998 Mercury Villager: No changes were made to Villager as Mercury readied an all-new model for '99.

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Road Test Evaluation

Although the 3.0-liter Nissan engine is adequate, it can't quite match the muscle provided by the larger V6s in the front-drive minivans from Ford, GM, and Chrysler. While engine and road noise are within a reasonable range, when the Villager reaches highway speeds the wind noise can become quite pronounced. A wide turning circle makes the Villager harder to maneuver in tight spots than most cars, but in most other situations the Villager feels remarkably carlike. When compared with other minivans, body lean is quite modest. The suspension is firm enough to minimize bouncing on wavy roads, and it absorbs most bumps without breaking a sweat.

Front head room and leg room are both quite good, but only adequate for the middle- and rear-seat passengers. With all seats in their normal positions, the rear cargo area is quite small. Trying to improve the Villager's hauling capacity requires removing the truly cumbersome center seats. Stereo and climate controls are a stretch for the driver, and too small to operate easily.

Value for the Money

Compared with other minivans, the Villager has less interior room. It also lacks many of the standard features found on its rivals. Nevertheless it's a good choice if you need more than a midsize station wagon but don't require the interior space provided in one of the larger minivans.

Consumer Guide Road Test Ratings

1994 Mercury Villager LS	Ratings
Performance	3

Each vehicle report contains one rating table for a representative model. We rate in seven key areas: Performance, Fuel Economy, Ride Comfort, Interior


28

Performance	~
Fuel Economy	3
Ride Quality	3
Quietness	3
Interior Room	5
Cargo Capacity	5
Insurance Costs	4
Total	26

Noise, Passenger Room, Cargo Capacity, and Insurance Costs. These ratings are given taking into account the "world" of vehicles, not a vehicle's standing in a particular class. In the ratings table, "1" is the lowest rating and "5" is the highest rating.

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Specifications


Mercury Villager 3-door van

Wheelbase, in.	112.2
Overall Length, in.	189.9
Overall Width, in.	73.4
Overall Height, in.	66.0
Curb Weight, lbs.	3815
Cargo Volume, cu. ft.	126.4
Standard Payload, lbs.	--
Fuel Capacity, gals.	20.0
Seating Capacity	7
Front Head Room, in.	39.4
Max. Front Leg Room, in.	39.9
Rear Head Room, in.	39.7
Min. Rear Leg Room, in.	34.8

Specifications Key: NA = not available; "--" = measurement does not exist.

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NHTSA Crash Test Results

1998 Villager 3-door van

Crash Test Driver 4
Crash Test Passenger 3

The National Highway Traffic Safety Administration (NHTSA) tests a vehicle's crashworthiness in front- and side-impact collisions and rates its resistance to rollovers. Their test results suggest the chance of serious injury, while rollover resistance ratings are based on how top heavy the vehicle is and indicate the chance for rollover when the vehicle leaves the roadway. Front crash test numbers indicate: 5 = 10% or less; 4 = 10-20%; 3 = 20-35%; 2 = 35-45%; 1 = More than 45%. Side impact numbers indicate: 5 = 5% or less; 4 = 6-10%; 3 = 11-20%; 2 = 21-25%; 1 = More than 26%. Rollover resistance numbers indicate: 5 = Less than 10%; 4 = 10-20%; 3 = 20-30%; 2 = 30-40%; 1 = More than 40%.

Powertrain Options and Availability

A Nissan-supplied 3.0-liter V6 with a 4-speed automatic transmission serves as the only powertrain choice. It provides 151 horsepower at 4800 rpm and 174 pound-feet of torque at 4400 rpm.

Engines	Size liters/ cu. in.	Horsepower	Torque	EPA city/hgwy	Consumer Guide Observed
ohc V6	3.0 / 181	151	174	4-speed automatic: 17/23	4-speed automatic: 19.7

Notes: Engine Key: ohv = overhead valve; ohc = overhead camshaft; dohc = dual overhead camshaft; I = inline cylinders; V = cylinders in a V configuration; H = horizontally opposed cylinders; CVT = continuously variable (automatic) transmission; NA = not available; "-" = measurement does not exist.

Trouble Spots

Blower motor: Squeaking or chirping blower motors are the result of defective brush holders. (1993-94)

Crankshaft: The crankshaft breaks behind the front pulley if the belts are overtightened. (1993-96)

Trouble Spots lists the many commonly occurring problems for a particular vehicle. In some cases we also give possible manufacturer-suggested solutions. In many instances these trouble spots are Technical Service Bulletins posted by the manufacturer, however we have our own expert looking at additional vehicle problems.

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Average Replacement Cost

A/C Compressor	\$345
Alternator	\$420
Automatic Transmission or Transaxle	\$555
Brakes	\$270
Constant Velocity Joints	\$615
Exhaust System	\$265
Radiator	\$505
Shocks and/or Struts	\$544
Timing Chain or Belt	\$185

This table lists costs of likely repairs for comparison with other vehicles. The dollar amount includes the cost of the part(s) and labor (based on \$50 per hour) for the typical repair without extras or add-ons. Like the pricing information, replacement costs can vary widely depending on region. Expect charges at a new-car dealership to be slightly higher.

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NHTSA Recall History

1993: Brake master cylinder on some vans was improperly assembled or could have been damaged during assembly, which can result in loss of braking at two wheels, causing increased pedal travel, higher pedal effort, and increased stopping distance. **1993:** Fuel-filler hoses may have been cut prior to installation by knife used to open shipping box; fuel leakage could result, leading to fire if exposed to ignition source. **1993:** Leaves and other foreign matter can enter through cowl-panel air intake during operation of front heater and/or air conditioner, resulting in buildup in the plenum that can lead to noise, odors, or even a vehicle fire. **1993:** One or both bolts securing automatic seatbelt-restraint system tracks to B-pillars were not adequately tightened on some vans, increasing risk of injury in the event of a collision or sudden maneuver. **1995:** Cable that connects seat-adjustment level to latch might be pinched in roller assembly, preventing latch on left side from fully engaging seat rail. **1995:** Rear lamp will not illuminate if the metal socket moves or separates from the plastic socket housing. This can result in failure of the stop or rear running lamps. **1996:** Power windows can be closed after ignition key is turned to "off" position and right front door is opened. **1997-98:** Fuel-line hoses could crack or split, resulting in leakage. **1997-98:** Defective negative battery post can cause acid leakage and related corrosion damage; could lead to engine fire or battery explosion. **1998:** Cracks have

developed in the vent nose, allowing a fuel leak.

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Zip Code



Prices	Good	Average	Poor
1993			
Villager	\$2,600-3,400	\$1,900-2,500	\$500-700
1994			
Villager	\$3,000-4,200	\$2,300-3,200	\$700-1,000
1995			
Villager	\$3,500-5,000	\$2,800-4,000	\$900-1,400
1996			
Villager	\$4,100-5,800	\$3,400-4,800	\$1,400-1,900
1997			
Villager	\$4,800-6,500	\$4,000-5,500	\$1,800-2,500
1998			
Villager	\$5,600-7,500	\$4,800-6,500	\$2,300-3,100

This chart details a range of average prices in year-by-year listings for vehicles in three condition levels: **Good**-a clean low-mileage, solid-running vehicle that needs little or no repair; **Average**-a car with normal miles on the odometer, perhaps a few scrapes or dings; engine might need a minor repair or two, but runs acceptably well. **Poor**-might have potentially dangerous problems with the engine and/or body, or abnormally high mileage; definitely in need of mechanical attention. Valuations reflect wholesale prices paid by dealers at auction, and retail prices on used-car lots. Each range covers all trim levels and engine types for a vehicle with a typical amount of equipment-usually an automatic transmission, air conditioning, stereo, etc. Fully-loaded vehicles may cost more. Keep in mind that these are guidelines only. Actual selling prices vary-especially from region to region.

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October 26, 2004

Mr. Ayumi Suenaga
Nissan Motor Corporation
18501 South Figueroa Street
Gardena, California 90248-4500

RE: [REDACTED], Case #43440205

Dear Mr. Suenaga:

In response to your letter dated October 13, 2004, we are preparing documents to be filed with the Duval/St.Johns County Courts to resolve this matter. As we proceed with our case, it is necessary that you forward the following documents and records immediately.

1. Records of all mechanical problems reported from all 1993-1995 Nissan Quest vans, or database access to said records.
2. Rationale leading to the design upgrade of the 1996 Quest crankshaft.
3. Regulatory Transportation Safety Board compliance standards regarding parts recalls.
4. All pertinent telephone records and recordings of the conversations and/or attempts of [REDACTED] to contact Nissan Customer Service.
5. A copy of inspections made by Coggin Nissan of the Avenues regarding the diagnosis and repair estimates of said vehicle.

We look forward to meeting with you in an attempt to conclude this matter. You may contact me directly at [REDACTED] should the need arise. As always, your prompt response is greatly appreciated.

Sincerely,

[REDACTED]

[REDACTED]
Jacksonville, Florida [REDACTED]
October 14, 2005

The Honorable Pauline Drayton
Duval County Courthouse
Room 356
330 East Bay Street
Jacksonville, Florida 32202

Re: [REDACTED] v. Nissan North America, Inc.
County Court Case No. 16-2005-SC003331

Dear Judge Drayton:

I would like to bring to your attention a number of concerns that were raised in our most recent hearing on October 11, 2005:

1. It was stated by Chris Smith that the Motion to Dismiss was presented to the court at the pre-trial hearing on June 9, 2005 when, in fact, the Motion was filed on July 19, 2005 which was in derogation of Judge Ferguson's 10-day deadline to file the order.
2. No mediation was offered to us at the pre-trial hearing which is in conflict with Judge Ferguson's introductory statements and the pre-trial video which was played on June 9, 2005.
3. In response to your suggestion that the Better Business Bureau would have been an alternative to this venue, I have to respectfully disagree. While they do try to mediate the issue by offering suggestions to both parties after receiving written summaries, they carry no binding power even if they happen to agree with one side over the other.
4. Your granting me an opportunity to make an amended Statement of Claim was, according to your directive, to focus on the treatment and handling of the repairs of my van by Nissan N.A. and its representatives. I believe this was effectively addressed and its authenticity never disputed by the defendant.
5. Lastly, I will never begin to comprehend, nor understand, what the relevancy of the Florida cases that were cited by the defendant's counsel had with this issue. While similarities are sure to exist, it is my hope that each case that comes before the court is judged on its own particular merit and any injustices uncovered are dealt with in a fair and equitable manner.

To allow Nissan N.A. to continue to practice business at the expense of the public is contrary to our country's system of checks and balances which this court symbolizes.

Sincerely,
[REDACTED]

[REDACTED]
Jacksonville, Florida [REDACTED]
October 31, 2005

The Honorable Pauline Drayton
Duval County Courthouse
Room 356
330 East Bay Street
Jacksonville, Florida 32202

Re: [REDACTED] v. Nissan North America, Inc.
County Court Case No. 16-2005-SC003331

Dear Judge Drayton:

In response to your ruling of October 18, 2005, I am requesting an extension of the twenty-day deadline be given for a responsive pleading to allow ample time to thoroughly research the cases presented by the defendant which were deemed relevant to our case. Due to the inordinate amount of time the representatives of Nissan N.A. have required and have delayed in this resolving of this ordeal, I have exhausted my budget allotted to this issue (\$6000).

This shortfall has forced me to forgo legal counsel due to the financial burden, and to undertake my defense while being employed as a full-time educator and coach.

I feel this predicament is a direct result of the deliberate and petty delays that were predicated by Nissan N.A. during the six-month period that followed the repair of my van. This time-frame that Nissan N.A. exercised (11/22/03 date of failure to 5/14/04 \$1225.00 offer of settlement) should be deemed excessive and resulted in the depletion of my ability to afford continued legal representation.

Whether or not Nissan N.A. should be held responsible for providing for the cost of my continued representation will be left to the court to render, but in providing the opportunity for justice to be rightfully served, I respectfully request an extension of at least 60 days be granted.

Sincerely,

[REDACTED]

██████████
██████████
Jacksonville, Florida ██████████
May 8, 2006

The Honorable Pauline Drayton
County Court Judge
Duval County Courthouse
Room 356
330 East Bay Street
Jacksonville, Florida 32202

Re: ██████████ v. Nissan North America, Inc.
County Court Case No. 16-2005-SC003331

Dear Judge Drayton:

As you know, the parties appeared before you on October 11, 2005 and in your ruling, dated October 18, 2005, the plaintiff was granted an opportunity to re-file the following claim of impropriety.

Amended Statement of Claim

The Plaintiff sues the Defendant and alleges:

1. This is an action for damages, which does not exceed the sum of \$5000.00, exclusive of interest and costs.
2. I, ██████████, the owner of a 1995 Nissan Quest GXE van (#4N2DN11W4SD ██████████), experienced undue monetary and physical hardship in having my van diagnosed, repaired and reimbursed by Coggin Nissan of the Avenues and their representatives, Nissan N.A. in their fraudulent and negligent handling of the liability of their product.

3.

A fraudulent misrepresentation is established by a false statement concerning a material fact, the representor's knowledge that the representation is false, an intention that the representation induce another to act on it, and consequent injury by the party acting in reliance on the representation. Where a vendor (Nissan N.A.) knows of facts materially affecting value of property which are not readily observable and are not known to purchaser, vendor is under a duty to disclose them to purchaser, and duty is equally applicable to all forms of real property, new and used. See *Johnson v. Davis*, 480 So.2d 625 (Fla.1985).

The Defendant was served with a subpoena dated July 7, 2005 (See Exhibit A.) to provide the necessary historical and mechanical data regarding the overhaul of the 1996 Nissan Quest van's crankshaft from 23mm to a larger 25mm conversion. Nissan N.A.'s decision to take no action on this request can be construed as fraud in the concealment of evidence that the crankshaft was design-defective and due to the inappropriate size of the crankshaft, ultimately, a product liability that would be catastrophically detrimental to have recalled if this data were to be revealed. Repeated attempts to procure this information beginning with a letter dated April 14, 2004 (see Exhibit B) and again on October 26, 2004 (see Exhibit C) were ignored and continue to be suppressed.

4. “Design defect” arises when due to design error product as manufactured gives rise to unforeseen hazard. Whereas “Manufacturing defect” is unexpected malfunction of product as designed under foreseeable use. *See publication: Words and Phrases*, from 2000 through 2003.

I have been able to locate several instances of malfunctions of the inferior 23mm crankshafts that were a direct result of its underperforming size limitations. Nissan N.A. seemed to be more understanding to the van owners’ plight early on and granted from 50% to 100% compensation awards.

5. In negligence, the test for product defect is that manufacturer has duty to exercise reasonable care so that its products will be reasonably safe for use in foreseeable manner and that he or she has breached that duty. *See Pulte Home Corp. , Inc. v. Ply Gem Industries, Inc.* 804 F.Supp. 1474 (M.D.Fla. 1992).

Nissan N.A. has continually refused to reveal their rationale behind the conversion from the 23mm to the 25mm crankshaft which remains the crux of this action.

6. Failure to warn gives rise to defective product when manufacturer has knowledge of latent defect which is not easily discoverable and renders article not reasonably safe or product itself is inherently dangerous *Id.* At 1474.

Nissan N.A.'s concealment and deception of this data renders an implication that any revelation would be damaging accumulate enough detrimental findings to arouse the interest of the National Transportation and Safety Board inspectors which, in turn, could result in the costly recall of all aforementioned vehicles currently in service.

7. In determining whether a seller of a home has a duty to disclose latent material defects to a buyer, the established tort law distinction between misfeasance and nonfeasance, action and inaction must carefully be analyzed. The highly individualistic philosophy of the earlier common law consistently imposed liability upon the commission of affirmative acts of harm, but shrank from converting the courts into an institution for forcing men to help on another. This distinction is deeply rooted in our case law. Liability for nonfeasance has therefore been slow to receive recognition in the evolution of tort law.

In theory, the difference between misfeasance and nonfeasance, action and inaction is quite simple and obvious; however, in practice it is not always easy to draw the line and determine whether conduct is active or passive. That is, where failure to disclose a material fact is calculated to induce a false belief, the distinction between concealment and affirmative representations is tenuous. Both proceed from the same motives and are attended with the same consequences; both are violative

of the principles of fair dealing and good faith; both are calculated to produce the same result; and, in fact, both essentially have the same effect.

Still there exists in much of our case law the old tort notion that there can be no liability for nonfeasance. The courts in some jurisdictions, including Florida, hold that where the parties are dealing at arm's length and the facts lie equally open to both parties, with equal opportunity of examination, mere nondisclosure does not constitute a fraudulent concealment. *See Ramel v. Chasebrook Construction Co.*, 135 So.2d 876 (Fla. 2d DCA 1961). The Fourth District affirmed that rule of law in *Banks v. Salina*, 413 So.2d 851 (Fla. 4th DCA 1982), and found that although the sellers had sold a home without disclosing the presence of a defective roof and swimming pool of which the sellers had knowledge, "[i]n Florida, there is no duty to disclose when parties are dealing at arms length." *Id.* At 852.

"These unappetizing cases are not in tune with the times and do not conform with current notions of justice, equity and fair dealing. One should not be able to stand behind the impervious shield of caveat emptor and take advantage of another's ignorance. Our courts have taken great strides since the days when the judicial emphasis was on rigid rules and ancient precedents. Modern concepts of justice and fair dealing have given our courts the opportunity and latitude to change legal precepts in order to conform to society's needs.

Thus, the tendency of the more recent cases has been to restrict rather than extend the doctrine of caveat emptor. The law appears to be working toward the ultimate conclusion that full disclosure of all material facts must be made whenever elementary fair conduct demands it.

We [Overton, McDonald & Shaw, JJ.] are of the opinion, in view of the reasoning and results in *Lingsch*, *Posner* and aforementioned cases decided in other jurisdictions, that the same philosophy regarding the sale of homes should also be the law in the state of Florida. Accordingly, we hold that where the seller of a home knows of facts materially affecting the value of the property which are not readily observable and are not known to the buyer, the seller is under a duty to disclose them to the buyer. This duty is equally applicable to all forms of real property, new and used.” *See Johnson v. Davis*, 480 So.2d 629 (Fla.1985).

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the forgoing has been furnished by U.S. Mail delivery this 19th day of May, 2006 to: **Fredrick Mohre**,
399 Carolina Avenue, Suite 200, Winter Park, FL 32789.


Jacksonville, FL 

cc: The Honorable Pauline M. Drayton

IN THE COUNTY COURT IN AND
FOR DUVAL COUNTY, FLORIDA

CASE NUMBER: 16-2005-SC003331

June 5, 2016

██████████
Plaintiff,

vs.

NISSAN NORTH AMERICA, INC.,

Defendant.

DEFENDANT NISSAN NORTH AMERICA, INC.'S MOTION TO DISMISS
"AMENDED STATEMENT OF CLAIM"

The Defendant, NISSAN NORTH AMERICA, INC., ("NISSAN"), by and through its undersigned counsel, hereby files its Motion to Dismiss Plaintiff's "Amended Statement of Claim," and states the following in support:

1. This Motion to Dismiss pertains to the operative "Amended Statement of Claim" in its entirety.
2. The Plaintiff has failed to set forth sufficient ultimate facts upon which to state a cause of action against NISSAN, in derogation of Florida Rules of Civil Procedure 1.110.
3. This is the Plaintiff's third consecutive attempt to plead a cause of action against NISSAN and in light of the fact that Plaintiff has once again failed to sufficiently plead any viable cause of action against NISSAN, the operative "Amended Statement of Claim" must be dismissed with prejudice. **Price v. Morgan**, 436 So.2d 1116 (Fla. 5th DCA 1983) (within trial court's discretion to dismiss claim with prejudice after three ineffective attempts to sufficiently plead a cause of action).

The Plaintiff's original Statement of Claim was dismissed by this Court's Order of August,

2005. *See Judge Pauline M. Drayton's August 1, 2005, Order, attached as Exhibit "A"*. Pursuant to this Order, the Plaintiff was given until August 15, 2005, in which to file his Amended Statement of Claim with the Court.

The Plaintiff failed to amend his Statement of Claim in accordance with the deadline provided in Judge Drayton's 8/1/05 Order, serving his "Amended Statement of Claim" upon NISSAN on September 6, 2005. This "Amended Statement of Claim" was dismissed by this Court's Order on October 18, 2005, for failure to once again state a viable cause of action against NISSAN NORTH AMERICA, INC. *See Judge Pauline M. Drayton's October 18, 2005, Order, attached hereto as Exhibit "B"*.

Plaintiff was given twenty (20) days (until November 6, 2005) to amend, yet once again completely ignored Judge Drayton's Order by failing to serve his most recent "Amended Statement of Claim" upon counsel for NISSAN NORTH AMERICA, INC. until May 22, 2006. On this basis alone, Plaintiff's most recent "Amended Statement of Claim" must be dismissed in its entirety.

4. The instant case concerns a **1995** Nissan vehicle, which was put in service back on September 15, 1995, more than a decade ago.

5. Under NISSAN's Limited Warranty, issued when this vehicle was new, the subject vehicle's basic coverage expired on September 15, 1998, or 36,000 miles, whichever occurred first. The power train coverage portion of the applicable Limited Warranty expired on September 15, 2000, or 60,000 miles, again, whichever occurred first. In either event, the vehicle that is the subject of this litigation has been outside of NISSAN's Limited Warranty Coverage for well in excess of five years.

6. For the third time, the Plaintiff has again predicated his lawsuit on a vehicle that has

been outside of NISSAN's Limited Warranty coverage for more than five years. Any repairs that are in dispute here took place on December 2, 2003, more than two years ago, at which point the vehicle had accrued 161,600 miles. NISSAN's basic coverage had already been expired for more than five years and 125,600 miles. NISSAN's power train coverage had been expired for more than three years and 101,600 miles. In either event, the vehicle that is the subject of this litigation was significantly outside of NISSAN's Limited Warranty coverage at the time that Plaintiff presented the vehicle for repair on December 2, 2003.

7. Although the undersigned contends this most recent "Amended Statement of Claim" is nonsensical and merely delineates elements of non-viable claims - without any ultimate facts in support - insofar as any portion thereof can be construed to constitute a claim for breach of express warranty, it fails to do so and must be dismissed with prejudice, as the vehicle that is the subject of this litigation has been outside of the NISSAN Limited Warranty for more than five years.

8. Insofar as Plaintiff's more recent "Amended Statement of Claim" can be construed to allege a claim for defective design, a tort claim, then it must be dismissed with prejudice, pursuant to Florida's Economic Loss Doctrine.

9. Insofar as any portion of Plaintiff's "Amended Statement of Claim" can be construed to allege a claim for defective manufacture, a tort claim, then it must be dismissed with prejudice pursuant to Florida's Economic Loss Doctrine.

10. While the Plaintiff makes reference to a "fraudulent misrepresentation" cause of action, he provides no ultimate facts in support of any such alleged cause of action, because no such ultimate facts exist. This most recent claim by Plaintiff is simply a reiteration of his two previous lawsuits, which have been found to be insufficient in both instances. This alone, pursuant to Florida

Rules of Civil Procedure 1.110, renders Plaintiff's most recent "Amended Statement of Claim" defective and subject to dismissal.

The only underlying factual predicate provided by Plaintiff in his "Amended Statement of Claim" is this Defendant's lack of response to Plaintiff's July 7, 2005, subpoena. Plaintiff has mistakenly concluded that NISSAN's lack of response to said subpoena constitutes "fraudulent misrepresentation" under Florida law. In fact, this Court found the lack of response to be appropriate, in light of its dismissal of the Plaintiff's original Statement of Claim and subsequent dismissal of Plaintiff's Amended Statement of Claim.¹ It was apparent then and it is even more apparent now that Plaintiff is simply attempting to harass and annoy this Defendant with frivolous, meritless lawsuits.

In light of the above, insofar as any portion of Plaintiff's most recent "Amended Statement of Claim" can be construed to allege a claim for "fraudulent misrepresentation," it fails to do so and must be dismissed. Barrett v. Quesnel, 90 So.2d 706 (Fla. 1956) (essential element in any claim of fraudulent misrepresentation is competent, substantial evidence that false statement concerning a material fact was made); See also, Nagel v. Cronebaugh, 782 So.2d 436, 439 (Fla. 5th DCA 2001), *rev. denied* 816 So.2d 126 (Fla. 2002).

Plaintiff here has regurgitated the exact same factual scenario he provided in his two previous lawsuits and simply renamed the causes of action. This Court made it very clear that, in order to avoid dismissal with prejudice, any new lawsuit must not rely "on the same scenario" as his prior claims, all of which were dismissed. The only new information Plaintiff has provided in this most

¹Moreover, Nissan filed a Motion for Protective Order, in light of the fact that Plaintiff was on a fishing expedition, seeking merely to harass and annoy this Defendant. That said, this Court denied Nissan's Motion for Protective Order without prejudice (as moot), in light of the Court's dismissal of Plaintiff's claims.

recent claim is his delineation of the elements of a cause of action, without any factual or legal support. Plaintiff's feelings, no matter how sincere, do not create a cause of action that does not otherwise exist.

11. Confining the analysis to the four corners of Plaintiff's most recent "Amended Statement of Claim," it is now abundantly clear, after this third attempt, that Plaintiff is simply attempting to harass and annoy NISSAN NORTH AMERICA, INC. Plaintiff has been given ample opportunity to amend his claims in order to allege any cause of action against this Defendant, yet has failed to do so, because no cause of action exists. Any attempt at amendment would be futile, and as such, NISSAN NORTH AMERICA, INC. respectfully requests this Court put an end to Plaintiff's harassment of NISSAN NORTH AMERICA, INC. and dismiss the operative "Amended Statement of Claim" with prejudice.

MEMORANDUM OF LAW

I. STANDARD OF REVIEW

In ruling on a Motion to Dismiss, a Court must limit its consideration to the pleadings and any exhibits attached thereto. GSW, Inc. v. Long County, Georgia, 999 F.2d 1508, 1510 (11th Cir. 1993). "Conclusory allegations, unwarranted factual deductions, or legal conclusions masquerading as facts" will not prevent dismissal. Davila v. Delta Airlines, Inc., 326 F.3d 1183, 1185 (11th Cir. 2003). A Motion to Dismiss tests whether a Plaintiff has alleged a good cause of action and a claim can be dismissed with prejudice if it is apparent that the pleading cannot be amended to state a cause of action or if a party has abused a privilege to amend. Weaver v. Liam County Classroom Teacher's Association, 680 So.2d 478 (Fla. 1st DCA 1996); See also, Gladstone v. Smith, 729 So.2d 1002, 1003-1004 (Fla. 4th DCA 1999), and Winfield v. Noe, 426 So.2d 1148 (Fla. 3rd DCA 1993). In the absence of an abuse of discretion, a trial court's dismissal with prejudice should not

be disturbed. Ragsdale v. Marganti, Inc., 356 So.2d 1321 (Fla. 4th DCA 1978).

As a claim progresses, the privilege of amendment progressively decreases to a point where a trial judge does not abuse his or her discretion in dismissing a claim with prejudice and although there is no magical number of amendments allowed, dismissal with prejudice is generally not an abuse of discretion after a Plaintiff's third bite at the apple. Kohn v. City of Miami Beach, 611 So.2d 538, 539 (Fla. 3rd DCA 1993); See also, Alvarez v. DeAguirre, 395 So.2d 213 (Fla. 3rd DCA 1981). While there is the desirability of allowing liberal amendments of pleadings so that cases may be concluded on their merits, there is an equally compelling obligation on a Court to see to it that litigation be finally concluded. Alvarez at 216; See also, Price v. Morgan, 436 So.2d 1116, 1122 (Fla. 5th DCA 1983). (Although number of amendments is not determinative of whether there has been an abuse of the privilege to amend, three ineffective attempts can generally constitute such abuse and further amendments may be denied where a case has progressed to a point where further amendments are either abusive or futile.)

In determining whether a claim should be dismissed with prejudice after several amendments have failed to cure an insufficiency, *pro se* litigants should not be treated differently from litigants in similar situations who are represented by counsel. Kohn, at 539; See also Carr v. Grace, 321 So.2d 618 (Fla. 3rd DCA 1975), *cert. denied*, 348 So.2d 945 (1977) (a party's self-representation does not relieve that party of the obligation to comply with all of the appropriate Rules of Civil Procedure.)²

III. PLAINTIFF'S CLAIMS ARE BARRED BY FLORIDA'S ECONOMIC LOSS DOCTRINE

Under Florida law, alleged "economic losses" (damage to or replacement of defective

²More importantly, Plaintiff has again regurgitated the identical factual scenario alleged in his two prior lawsuits, in derogation of this Court's explicit warning, lending further credence to a dismissal with prejudice here.

products, inadequate value, cost to repair) are protected by the law of contracts, not torts. Florida's Economic Loss Doctrine prohibits the extension of tort recovery in instances where a product has damaged only itself. It is quite well established under Florida law that absent personal injury, Florida's Economic Loss rule bars any tort recovery for alleged "economic losses". See, e.g. Florida Power & Light Co. v. Westinghouse Elec. Co., 510 So.2d 899, 902 (Fla. 1987); Airport Rent-a-Car v. Prevost Car, Inc., 660 So.2d 628 (Fla. 1995). The Florida Supreme Court has made it abundantly clear that the Economic Loss rule is oriented towards the "product purchased by the plaintiff..." Casa Clara v. Charlie Toppino & Sons, Inc., 620 So.2d 1244, 1247 (Fla. 1993). Here, the "product" purportedly purchased by the Plaintiff was a completed 1995 Nissan Quest GXE.

Confining this analysis to the four corners of the operative "Amended Statement of Claim," any possible tort claim alleged by Plaintiff, pertains solely to the quality and characteristics of the subject vehicle, and alleges only economic damages in relation thereto. As such, any such claim is barred in whole by Florida's Economic Loss Doctrine and the Amended Statement of Claim should be dismissed with prejudice, as a matter of law.

IV. THE COURT SHOULD PUT AN END TO PLAINTIFF'S HARASSMENT OF DEFENDANT

"There is simply a point in litigation when Defendants are entitled to be relieved from the time, effort, energy, and expense of defending themselves against seemingly vexatious claims."

Feigin v. Hospital Staffing Services, Inc., 569 So.2d 941 (Fla. 4th DCA 1990).

We have reached that point here, as each "Amended Statement of Claim" makes Plaintiff's lack of any viable cause of action more apparent and the underlying purpose of Plaintiff's claims, namely harassment, more clear.

Each of the three "Statement(s) of Claim" filed by Plaintiff implement conclusory language for each alleged cause of action, without any ultimate facts in support of any element of the

purported claims. A pleading is insufficient if it contains mere conclusions, as opposed to ultimate facts, supporting each element of each cause of action. Clark v. Boeing Co., 395 So.2d 1226 (Fla. 3rd DCA 1981). Plaintiff here has demonstrated a continued failure to allege a single ultimate fact supporting any element of any of his causes of action against this Defendant, as none exist. As such, NISSAN respectfully requests that this Court put an end to Plaintiff's harassment.

WHEREFORE, the Defendant, NISSAN NORTH AMERICA, INC., by and through its undersigned counsel, respectfully requests this Court to dismiss Plaintiff's "Amended Statement of Claim" with prejudice.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by U.S. Mail, certified/return receipt requested, this 5th day of June, 2006 to: [REDACTED] [REDACTED] [REDACTED] Jacksonville, Florida [REDACTED]



FREDERICK W. MOHRE, ESQUIRE

Florida Bar Number: 0676365

W. SCOTT POWELL, ESQUIRE

Florida Bar Number: 798886

POWELL & PEARSON LLP

P.O. Box 8900

Winter Park, FL 32790

(407) 647-5551

(407) 647-5553 - Telefax

Attorneys for Defendant Nissan North America, Inc.

DEFENDANT NISSAN'S EXHIBIT "A"

IN THE COUNTY COURT IN AND
FOR DUVAL COUNTY, FLORIDA

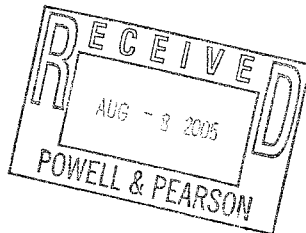
CASE NUMBER: 16-2005-SC003331

██████████
Plaintiff,

vs.

NISSAN NORTH AMERICA, INC.,

Defendant.



**ORDER GRANTING DEFENDANT NISSAN NORTH AMERICA'S MOTION
TO DISMISS PLAINTIFF'S STATEMENT OF CLAIM**

THIS CAUSE came before the Court on July 25, 2005, regarding Defendant, NISSAN NORTH AMERICA, INC.'s ("NISSAN"), Motion to Dismiss Plaintiff's Statement of Claim, and the Court having reviewed the submissions of the parties, and having heard argument from all parties and otherwise being fully advised in the premises, it is hereupon:

ORDERED AND ADJUDGED:

1. This matter concerns a 1995 Nissan Quest vehicle, the vehicle that is the subject of this litigation, which was put in service in September of 1995. Under NISSAN's Limited Warranty, the basic warranty coverage for this vehicle expired on September 15, 1998, or thirty-six thousand (36,000) miles, whichever occurred first. The power train coverage portion of NISSAN's Limited Warranty expired on September 15, 2000, or sixty thousand (60,000) miles, whichever occurred first. Thus, the vehicle that is the subject of this litigation has been outside of NISSAN's Limited Warranty coverage for approximately five (5) years. Consequently, Plaintiff's Statement of Claim fails to state any viable cause of action against Defendant.

2. As such, Defendant, NISSAN NORTH AMERICA, INC.'s Motion to Dismiss is hereby granted without prejudice.

3. The Plaintiff has twenty (20) days from the date of the hearing (July 25, 2005), to file an Amended Statement of Claim.

4. Defendant, NISSAN NORTH AMERICA, INC., will have twenty (20) days from service of any Amended Statement of Claim filed by Plaintiff to serve its responsive pleading.

DONE AND ORDERED in Chambers, Jacksonville, Duval County, Florida this 10 day of August, 2005.

/s/ Pauline M. Drayton
Honorable Pauline Drayton
County Court Judge

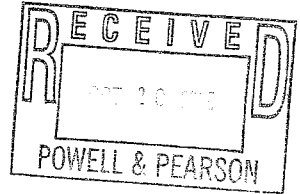
Conformed copies to:
[redacted] Jacksonville, Florida [redacted]
Frederick W. Mohre, Esquire, P.O. Box 8900, Winter Park, FL 32790



DEFENDANT NISSAN'S EXHIBIT "B"

IN THE COUNTY COURT, IN AND
FOR DUVAL COUNTY, FLORIDA

CASE NO.: 16 2005 SC 00331 MA
DIVISION: I



██████████
Plaintiff,

vs.

NISSAN NORTH AMERICA, INC.,

Defendant.

ORDER GRANTING DEFENDANT'S MOTION TO DISMISS
AMENDED STATEMENT OF CLAIM

This cause was heard on October 11, 2005 on the defendant's, Nissan North America, Inc., Motion to Dismiss Amended Statement of Claim. The Defendant alleges in its Motion that the amended claim as filed can be construed to constitute a claim for breach of an express warranty; therefore, the Plaintiff's Amended Claim fails and must be dismissed with prejudice as the vehicle that is the subject of this litigation has been outside of the Nissan Limited Warranty period for approximately five years. The Defendant also alleges that the Plaintiff's Amended Statement of Claim can be construed to allege a claim for defective design, a tort claim and must be dismissed with prejudice, pursuant to Florida's Economic Loss Doctrine. The Defendant has cited several cases in support of the Motion submitted. **Florida's Power & Light Co. v. Westinghour Elec. Co.** 510 So. 2d 899,902 (Fla. 1987); **Airport Rent-A-Car v. Prevost Car Inc.**, 660 So. 2d 628 (Fla. 1995) and **Casa Clara v. Charlie Toppino & Sons, Inc.** 620 So. 2d 1244, 1247 (Fla.

1993).

As to the Plaintiff's claim based on an express warranty, this Court agrees that the warranty on this vehicle has expired and the cause of action under the contract is subject to dismissal.

The "economic loss rule" is a judicially created doctrine that sets forth the circumstances under which a tort action is prohibited if the only damages suffered are economic losses. The economic loss rules applied when the parties are in contractual privity and one party seeks to recover damages in tort for matters arising from the contract, and when there is a defect in a product that causes damage to the product but causes no personal injury or damage to other property. The prohibition against tort actions to recover solely economic damages for those in contractual privity is designed to prevent parties to a contract from circumventing the allocation of losses set forth in the contract by bringing an action for economic loss in tort. **Indemnity Insurance Company of North America v. American Aviation, Inc.** 891 So. 2d 532 (2004). Although the Florida Supreme Court in this case was dealt with an instance where the individuals were not in privity of contract, the **Indemnity** case clarifies the application of the "economic loss rule" applies and provides some historic insight in the judicially created doctrine of economic loss.

In the case before this Court, the Plaintiff, Rich Balezentis, the owner of a 1995 Nissan Quest GXE van alleges that he has experienced undue monetary and physical hardship in having his van diagnosed and repaired by Coggin Nissan of the Avenues and their representative. The complaint alleges that on November 2003, the van had a structural failure of its crankshaft. The complaint also indicates that Nissan was installing

25 mm crankshafts in their 1993-1995 Quest models because of problems developing and in 1996, 27 mm cranks were installed. The Plaintiff's complaint alleges a design flaw and that his vehicle should have been recalled. This scenario as given, is the basis of the complaint.

This Court finds that based on the allegations as filed in this case falsi within the scope of the economic loss rule. Clearly in this case, there is privity of contract with the Plaintiff and the Defendant. The design of the crankshaft is an issue, and the losses' claims are economic. The Plaintiff is seeking to have his vehicle repaired and is seeking damages in the amount of \$4,805.00.

THEREFORE, IT IS ORDERED AND ADJUDGED that the Defendant's Motion to Dismiss the Amended Complaint is GRANTED. The Plaintiff shall have twenty (20) days to file an Amended Complaint which does not rely on the same scenario as included on the Amended Complaint.

DONE AND ORDERED this 18th day of October, 2005.

Pauline M. Drayton
Pauline M. Drayton
County Court Judge

Copies to: Frederick W. Mohre, Esquire
P. O. Box 8900
Winter Park, FL 32790

██████████
██████████
Jacksonville, Florida ██████████

[REDACTED]
Jacksonville, Florida [REDACTED]
August 28, 2006

Frederick Mohre
399 Carolina Avenue, Suite 200
Winter Park, Florida 32789

Dear Mr. Mohre:

I find it necessary to enlighten you on a number of misconceptions in your brief dated June 5, 2006.

1. In reference to paragraph #3 of your brief, please refer to the copy labeled plaintiff Exhibit "A" where the date of the Amended is August 12, 2005 which is within Judge Drayton's parameters. Also note that your office stamp reveals receipt of this memo as August 19, 2005 and not September 6, 2005 as you have stated.
2. Furthermore, please note the request for an extension of the 20-day deadline (plaintiff Exhibit "B") that was delivered to Judge Drayton on October 31, 2005 which was, again, well within the guidelines set forth.
3. Your reference (paragraph #4) to the vehicle in question as being put in service "more than a decade ago" is deceiving and erroneous. The Quest van was 8 years old when the inferior crankshaft design disintegrated inside the motor.
4. Insofar as your uninformed postures mentioned in paragraph #7-10, I offer these facts which are necessary to thoroughly understand exactly what this amended statement entails:

Nissan N.A. originally installed 23mm crankshafts in their 1993-95 Quest vans but beginning with their 1996 model (and ultimately all Quest vans for the past 10 years); Nissan N.A. installed a 25mm crankshaft which is a 9% increase in the size and therefore the capacity of the engine's performance of the said part.

This technical aspect of the internal combustion engine is not hard to understand: The crankshaft is connected the pistons which are

driven into motion by the firing of the spark plugs. These pistons move the crankshaft in a circular direction which moves the pilot shaft which transfers its motion to the transmission which ultimately moves the vehicle. One amazing fact of this process is the durability of the crankshaft which spins around millions of times and continues to spin as long as the engine is running. The crankshaft moves constantly, and with the help of crankshaft bearings, is exceptionally durable. Thomas Hart, Service Manager for RPM Automotive, the shop that repaired the van, will provide sworn testimony that during his research of the van he spoke with the Service Manager of Mike Shadd Nissan who stated, "I have never heard of a crankshaft failing in the manner of the van in question."

Furthermore, your repeated reference to the warranty is misconstrued and faulty. When Nissan N.A. made their decision to switch to a larger size crankshaft (from 23mm to 25mm), it was done as an upgrade of the crankshaft. Conversely, the 23mm part was deemed unfit for use in all motors since 1996. It would seem logical to assume that when my crankshaft failed (November, 3002), the manufacturer would take the opportunity to convert the undersized and overmatched crankshaft with the proper size part that was deemed appropriate. I am certain that if the data regarding this conversion is revealed, the overwhelming evidence will support our claim that Nissan N.A. should bear the liability of the replacement costs involved.

Ultimately, this case will be decided when the data is released by Nissan N.A., sorted out by the plaintiff and defendant, and presented in front of Judge Pauline Drayton. It is time to end this charade of legal briefs presented by the defendant's counsel and judge this dispute on its individual merits.

[REDACTED]
Jacksonville, FL [REDACTED]

Cc: The Honorable Judge Pauline Drayton

[REDACTED]
Jacksonville, Florida [REDACTED]
May 22, 2007

The Honorable Pauline Drayton
County Court Judge
Duval County Courthouse
Room 356
330 East Bay Street
Jacksonville, Florida 32202

Re: [REDACTED] v. Nissan North America, Inc.
County Court Case No. 16-2005-SC003331

Dear Judge Drayton:

I would like to announce that the case #16-2005-SC-003331 has reached another impasse after several attempts to litigate.

During this time, I have been able to further research this problem and have documented over 20 similar incidents where the crankshaft has failed due to the inferior and inadequate crankshaft that was installed in the 1993 through 1995 Nissan Quest vans. As you might recall, starting with the 1996 models, a larger (25mm) crankshaft was introduced and has, to my knowledge, alleviated the problem in that area. Nissan has not been cooperative in supplying any technical data to support their product's integrity which, with Nissan's cooperation, could quickly bring closure to this litigation.

Specifically, I am subpoenaing Nissan N.A. for two items which would allot all parties the background information to discuss and ultimately rule on this issue. If Nissan N.A. would provide the court with (1) the redesign directive that led to (2) the parts modification summary from 23mm to 25mm in the 1996 and all Quest vans produced since that time, it would become clear that the initial design was inferior and thus should be handled much like a 'product recall' when a company discovers an error or omission with their product.

A consumer complaint has been filed with the National Highway Transportation and Safety Authority's Office of Defects (ODI #10191146). A copy of their findings will be forwarded to all parties when it is received. Their decision may supersede any further activity with this case.

I believe Nissan's reluctance to bring these orders to light stems from their fear of initiating a total recall of all 1993, 1994, and 1995 Quest vans and modifying them to acceptable and safe standards.

Sincerely,

A solid black rectangular redaction box covering the signature area.

██████████
██████████
Jacksonville, Florida ██████████
July 25, 2007

The Honorable Pauline Drayton
County Court Judge
Duval County Courthouse
Room 356
330 East Bay Street
Jacksonville, Florida 32202

Re: ██████████ v. Nissan North America, Inc.
County Court Case No. 16-2005-SC003331

Dear Judge Drayton:

I would like to request an extension to our August 1, 2007 hearing date regarding case #16-2005-SC-003331 due to prior arrangements scheduled for that week in North Carolina.

In addition, I have recently been contacted by the National Highway Transportation and Safety Association's Office of Defects (ODI #10196690) requesting additional information toward the processing and ultimate ruling on this very issue. They are currently formulating data which may lead to a possible recall edict of all 1993 through 1995 vehicles. I was informed that NHTSA Investigations typically take as long as 8-10 weeks before a decision and/or recall is determined. It is my belief that the NHSTA findings will be of pertinent value toward the resolution of this issue.

Furthermore, in an effort to promote judicial economy, and to minimize subsequent litigation costs, I propose that the ruling of the NHTSA serve as an independent arbiter's decision which binds both parties as to the replacement cost of the defective motor.

With regards,

[REDACTED]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the forgoing has been furnished by U.S. Mail delivery this 25th day of July, 2007 to : **Fredrick Mohre**,
399 Carolina Avenue, Suite 200, Winter Park, FL 32789.

[REDACTED]
Jacksonville, FL [REDACTED]

Re: [REDACTED] v. Nissan North America, Inc.
Cc: Louis Valensula

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