

CL-10219236-8977

[REDACTED]
Headland, AL [REDACTED]

March 3, 2008

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U.S. Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation (NVS-211)
400 7th Street, SW
Washington, DC 20590

Please accept this detailed account as an additional resource to my complaint against Nissan North America (my ODI number: 10219236). I am willing to further discuss the issue should questions arise, or if clarification is needed. Nissan NA has been sent the same information to enclose in my file (my Nissan Case Number: [REDACTED]).

Regards,

[REDACTED]

Home
Cell

ET
03/17/08
KB

Greetings,

Apparently, I am to be included in the widening web of dissatisfied consumers who have purchased a 2004 Nissan Titan pickup truck. More to the point, I am mildly disappointed with the human element of two Nissan Dealer Customer Service Centers, and am still in disbelief regarding my conversation with a Nissan Consumer Affairs Representative. But my real concern and source of extreme dissatisfaction lies with Nissan North America, who steadfastly refuses to stand behind their product, even when a design defect had clearly manifested itself, a "fix" had been established, but a safety recall had never been implemented—all the while ignoring the obvious safety implications involving a defective braking system. I am a retired airline captain of a major air carrier with more than a modicum of knowledge in mechanical systems and redundancy systems—their employment, function ability and their maintenance. In addition to maintaining six family automobiles, I maintain three personal aircraft. My experience with Nissan North America (through their dealer service centers) disclosed more misinformation and disinformation on systems knowledge and warranty policy (on this particular problem) than I care to recall at this juncture. More directly, through their Consumer Affairs Line (800-231-7981), my appeal for Nissan NA to address my request to cover my expenses for repairs were *casually and coolly* dismissed, because these simple repairs were carried out at a local tire dealership, and not at one of their "knowledgeable" dealerships. How convenient a policy this is for them. First, tell the customer that there is no warranty provision for a specific problem, and at a later date, indicate that had the repairs been performed at a Nissan dealership, that reimbursement would have been possible. I suppose that their argument would be that there is no way for them to insure quality assurance at an independent dealer. That is certainly a valid concern. But in my situation, Nissan customer service representatives weren't knowledgeable enough to accurately advise me. Now, when I see a Nissan insignia (either on a car, billboard, advertisement or my truck), I think, '*arrogance.*' I suppose one might accurately refer to this as *Negative Brand Recognition*. Please, read on.

I purchased my new Nissan Titan (VIN 1N6AA06B24N[REDACTED]) on 26 OCT 2004 from Mitchell Nissan, Enterprise, Alabama. I took delivery at my home in Headland, Alabama. Mr. Chris Rodgers of Mitchell Nissan accepted my personal check, handed me the keys and departed. It was a very pleasant transaction. I have meticulously maintained this vehicle. I don't use mineral oil on oil changes—I use synthetic. Nissan NA records confirm that all recalls have been complied with; meaning, I have taken the time to promptly return the truck to a dealership for repair/re-fitment anytime Nissan issued a recall. All scheduled maintenance has been complied with (by me), including fluid type changes that Nissan implemented (differential fluid was changed from a mineral oil to a synthetic, following numerous reported catastrophic differential failures). I use an online computer-based subscription called *AllData.diy* to stay abreast of any changes. Nissan will inform you of these changes, but only if you visit their dealership service centers, or take the time to search their website. Interestingly, upon initial contact with their Consumer Affairs Line, when I identified myself, I had to authenticate my mailing address and other contact information (land line and cell)—which they already had.

Sometime in March 2005 (Nissan North America WB05-011 March 16, 2005), Nissan contacted me by mail to inform me of the following: "We are aware that some customers have experienced "brake judder" condition, which may be described as a steering wheel shake, body vibration or brake pedal pulsation **while braking** (emphasis mine), especially at highway speeds." The company magnanimously extended the limitations of the basic warranty to **unlimited** mileage, but kept the original time limitation of 36 months. And, right from the beginning—Nissan's definition of "brake judder" was incorrect! My vehicle had very slight steering wheel vibration while braking at highway speeds—except I had to be *very* aggressive in my braking to accomplish this. But what *was* happening was a continuous steering wheel vibration at highway speed **while braking was not being performed**. This condition began to surface sometime in August 2007 and progressed steadily until it became more than a slight nuisance. On a recent trip to Mobile, Alabama, (February 2008) my wife even commented on the vibration. I mistakenly attributed it to a thrown tire weight, and made a mental note to address the issue when we returned. The truck had only 33,000 plus miles at this point, and still had the original tires (Goodyear Wrangler SRA—P265/70R18)—and despite adhering to scheduled rotation and alignments (**three** alignments within 26,400 miles), they had worn unevenly because the truck was **delivered** in an out-of-alignment condition. Nissan, to their credit, did correctly align the vehicle at 11,416 miles at no cost to me. But at 34,000 miles, I opted to replace the set, as two tires were clearly out of safety limits (tread wear indicator marks worn). I settled on another premium tire, the Toyo Open Country H/T (Passenger/SUV tire) with the same OEM size specifications (P265/70R18). Toyo has had rave reviews for quality production since 2002. Imagine our surprise when we could not balance the tires to the truck. At any speed over 40 MPH the steering wheel began pulsating, rocking oscillations back and forth, which increased in amplitude and frequency as the speed of the vehicle increased. At 65 MPH, with cruise control selected and tracking straight down the highway (in a hands off condition), the steering wheel would sustain a high frequency dance that could not be forcefully dampened by the driver's hands (my hands), no matter how tenaciously the wheel was gripped. *THIS*, Nissan NA, is also "judder." It is the sound made by the shaking of the contents in the center console compartment! And, while "active braking" was not part of the equation, some braking system components were—except we didn't realize it at this stage of the game.

The tire shop broke down the rear tires, remounted them 180 degrees out of the original placement and rebalanced them. The technicians were a little mystified, because the tires were taking so little weight to balance, and they were as round as "true" gets. The wheels were checked for obvious damage, but there was none. No matter, the front tires were **replaced with two new ones** and balanced! We're off for another test drive, except now the problem is worse. Mr. Darrel Pylant (owner and manager of Pylant Tires) and I are stumped. We're seriously contemplating a product change to a different make and model of tire. What should have been a two-hour job has pushed us into mid-afternoon with no hint of light at the end of the tunnel. Work is backing up, and frustration is beginning to build. In walks Darrel's lead mechanic, a Mr. Tommy Tanton.

Tommy is college educated and a Nissan facility trained technician. He has received multiple training sessions in their training facilities in Atlanta, GA., and Ft. Lauderdale, FL. The man is unassuming, friendly, helpful and mentally as sharp as a razor! He has left a Nissan dealership in South Florida and relocated to SE Alabama to be closer to his father, who is in failing health. He tells me that Nissan has developed a “fix” for this “condition,” and takes it upon himself to call Mitchell Nissan in Enterprise (40 miles west of Dothan) to check on availability of parts and to see if I am covered by warranty. They have the parts, but I am not covered by warranty. I’m more confused now than ever, because by definition (Nissan’s definition)—my problem is NOT brake “judder.” How could warped rotors shake the vehicle when the brake pedal is not being depressed? Tommy reminds me that the pads in the calipers actually touch the rotors during normal rotor rotation. They might not be “gripping” at this point (as in normal braking)—but they are still in contact with the surface of the rotor. The warped rotor impacts the pads, which imparts a vibration to the steering wheel. The increased mass (new rubber on the tire rim) of the wheel exacerbates the condition, making the vibration more pronounced and forceful. But, I had *never* heard of this before. At *closing* time, we moved the truck into the shop for safekeeping, and Tommy graciously drops me by the house that evening. I had to research this for myself. Literally and figuratively, it is Monday, the 18th of February.

As I mentioned to Ms. Jennifer Irwin, Nissan North America Consumer Affairs Representative on Wednesday, 20 February, “Do a Google Search on ‘2004 Nissan Titan, brake problems,’ and see what comes up.” I was amazed! I’ve been living in a vacuum. Nissan knows about this problem, and they know that “some customers” have experienced considerably more than “judder.” They have experienced total loss of braking! Yet—no safety recall; only a couple of TSBs and a mediocre warranty improvement—with an incorrect definition of what constitutes “judder.” Early Tuesday morning I spoke with a maintenance customer service representative at Mitchell Nissan. First, he asks me where I had heard the term “brake judder,” as if this were a closely guarded *industry term*. To be truthful, I didn’t ask him to explain his inquiry. I’ve had a problem, and all I wanted at this point was factual information, which continued to elude me. I am informed by this Nissan company representative that the “fix” would remedy a problem associated with vibration *attributed to active braking only*—and that it would not correct the problem that I was experiencing. Numerous calls to Bondy’s Nissan in Dothan confuse me further, as I am told that a recall has been put into force, and I am given an appointment for the following morning (Wednesday at 0930). Later, while I am on the phone with Pylant Tires informing them of the new change in plans, Bondy’s beeps in and informs me that the Warranty Service Writer says that Nissan has *not* issued a recall, and that my warranty has lapsed. According to him (Paul), they *were* honoring the warranties that had exceeded the time parameters until “a couple of weeks ago.” Does this sound confusing? Do I have a tire problem? Do I have a “brake judder” condition? And, would the “fix” really correct my problem?

In desperation, I take the plunge. I’ve been “hard down” for what will soon be two days. I call Darrel Pylant and give him authorization to order the parts and install them, since that is where the truck has been located for the past 36 hours. Darrel calls me back to re-

confirm, as this is *not* going to be a cheap fix. Please consider, while the information from Nissan had been spotty and often incorrect, everything that shared with me was confirmed by my research on Internet forums. Still, I had my doubts.

Two new front brake rotors were installed and indexed. New front brake caliper torque members and sliding pin kits were installed. New front brake pad kits, which include new, coated pad retainers and metal backing shims, were installed. The rear brake rotors were resurfaced and new rear brake pad kits were installed. The brake pads were burnished. Two hours of shop time by a former Nissan trained/certified technician (a total time of 50 hours in the shop) and \$747.65 later—*voilà*—she glides like she’s floating on a highway constructed of perfectly machined glass that has an oiled surface—not even a ripple—at any speed!

I am stunned when I consider the physics involved—defective brake rotors that are so warped that perfectly balanced, new premium tires behave like blemished seconds that are destined for the tire shredder. It is no wonder that those less fortunate than I had brake pedals that went to the floor during routine braking. The calipers were probably unable to withstand the stress of arresting the motion of the deformed rotors. What stunned me more were the obvious duplicitous dealings of a company who was aware of a design flaw that compromised safety, yet chose not to issue a safety recall—essentially letting the consumer deal with the problem if it arose outside of a 36-month time constraint. Even the definition of “judder” is flawed. Clearly, I had the problem, but didn’t recognize it by the Nissan definition.

My amazement was trumped only by the final insult that was delivered to me during the phone conversation with Nissan’s Consumer Affairs Representative, Jennifer Irwin. Ms. Irwin was *extremely* professional and courteous—but, with an empathetic disposition not unlike that of Marie Antoinette. She confirmed my contact information and checked the status of my Titan for any outstanding recalls by VIN number (there were none), and listened patiently to my complaint. When she asked me what Nissan North America could do for me, I responded, “Reimburse me for the charges for parts and labor to fix my truck, which amounts to \$747.65” (probably a bargain when compared to Nissan’s pricing). When asked if I had receipts, I responded in the affirmative. When I disclosed that Pylant Tires had installed the Nissan parts, Ms. Irwin informed me (very resolutely) that Nissan would not reimburse me for repairs done at an independent shop. Case closed! It seems that I should have used a Nissan dealership—you know, the same folks that had been so helpful, informative and accurate throughout this two-day ordeal. Now, I am not inferring rudeness or malfeasance on the part the dealer’s customer service representatives. Some, (like Paul of Bondy’s Nissan) were trying to help me out. Most were very polite. But their knowledge base is seriously lacking, and the system that they work within is obviously overtaxed—for, they are too busy and not adequately equipped to take care of me, the customer. As the conversation came to a close, Ms. Irwin *thanked* me (as if reading from a script) for *allowing her the “opportunity” to speak to me concerning the issues I had with my truck*. Thank me?? Her lilting words, spoken so sweetly and cheerfully seemed completely out of context—a complete disconnect from reality. I’m not sure, but I think I began to stammer. Perceived translation: “Let them

eat cake!” Chairman Mao would have certainly been proud of her performance, as she was assiduous in her unswerving loyalty to the party. Unbelievable! This type of attitude doesn’t emanate from the dealership level up—but from the CEO’s office down.

Arrogance...thy name is Nissan!

“Shift”...is correct...to a company who does the right thing, even (and especially) when it costs! ✓