

CL-10226229-4240

2008 APR 28 AM 7:13

On Feb. 2, 2008, my Nissan Pathfinder (2004) was taken in to Courtesy Autogroup of Tampa, for routine service, including oil / filter change. A 100 point inspection was also requested at that time.

On Monday, March 31, 2008, while driving home from work, I noticed smoke coming from the tail pipe and my truck seemed to be losing power. It would not go past 45 miles per hour. My "Service Engine Soon" light also came on at that time.

After arriving home, I told my husband and we decided to have it checked out at a nearby station. The truck was taken to the "Tuffy" Auto Service Center located at 10209 Big Bend Road, Riverview, FL 33569

MC
4/28/08
9:00
B

We were informed that the truck was in excess of 4 quarts low on engine oil. The oil was replaced at that time.

On Tuesday, April 1, 2008, my truck was taken to Nissan (Courtesy) and Matthew Rodriguez (Service Adv.) was told of the situation. We were asked to bring the truck in so they could check for any damage.

On Thursday, April 3, 2008, the truck was taken back to Courtesy Nissan and we were informed it would need the engine re-placed. The truck has a 60,000 Drive-Train warranty, that was declined because we did not keep records of oil-changes between the times it was taken to Nissan for service. I contend that their failure to re-fill the oil on it's last visit ~~here~~ at Nissan is the reason the truck needs a new engine.

Any Assistance that you can provide to resolve this issue would be appreciated, and we would like to see this over and done with.

Sincerely,

[Redacted Signature]

P.S. Included are Receipts for work performed at Nissan (Courtesy) of Tampa and Tuffy Auto Service Center, Riverview, FL.

[Redacted Signature]

Home



TUFFY TIRE & AUTO
10209 BIG BEND ROAD
MV-63091
RIVERVIEW, FL 33569
(813)672-2030

PAGE 1

Customer ID: [REDACTED]
Name: [REDACTED]
Address: [REDACTED]
Address 2: [REDACTED]
City, State, Zip/Postal Code: RIVERVIEW, FL, [REDACTED]
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Other Phone: () - [REDACTED]
Tax Exempt #: [REDACTED]

Year: 04
Make: NISSAN
Model: PATHFINDER
Lic No: 1
VIN:
Color:
Engine: 3.5L
Mileage In: 48820
Mileage Out: 48820

Date/Time: 03/31/08 17:26:18
Estimate #: 10079
Invoice #: 6475
Key Tag:
PO Number:
Email Address:
Fleet/Wholesale: N
Unit Number:

Reason: DRIVE IN

Service comments:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
LUBE/OIL/FILTR							
5	VV1290			VALVOLINE 10W30 OIL	3.00	0.00	15.00
1	WB20			WIPER BLADE	12.99	0.00	12.99
1	WB19			WIPER BLADE	12.99	0.00	12.99
TOTAL LUBE/OIL/FILTR:					40.98		
MISCELLANEOUS							
1	ENDIAG			Engine Mechanical Diagnosi	0.00	35.99	35.99
1	SS1			SHOP SUPPLIES	0.00	0.00	0.00
					**This charge represents costs & profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal [s.559.904(4)]		
TOTAL MISCELLANEOUS:					35.99		

*** Customer Wishes To Discard Old Parts ***

These parts And/Or Services Were Declined by the Customer:							
2	26517			HANKOOK DYNAPRO AS	138.79	14.99	307.56
2				TIRE DISPL FEE	2.00	0.00	4.00
2	S				1.00	0.00	2.00
Total Declined Service Recommendations:					141.79	29.98	313.56

Estimated price firm for 30 days. The charge of \$20 for writing estimate will be applied to the final invoice if work performed. All parts are new unless specified. Labor based on flat rate unless specified. Due to space limitations we request that you pick up your vehicle at the promised completion time or within a reasonable time after notification that the repairs have been completed. Should you fail to pick up your vehicle within (3) working days after notification of the completion a storage rate of \$15 per day will be charged. I hereby authorize the above work to be done with the necessary materials. You and your employees may operate the above vehicle for purposes of testing, inspection or delivery at my risk. If there is a dispute over the final bill, I may bond the amount with my local clerk of the court per FS 559.917. Failure to bond/pay my bill may lead to implementation of FS 713.585 Lien Law. I understand that you will not be held responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft or any other cause beyond your control. I understand that you are responsible for goods left over 30 days. I () Do () Do Not Request the return of Replaced Parts. No Refunds

X: SUGGESTED PARTS OR SERVICES: Customer acknowledges the item(s) noted by an S was suggested for rebuilding or replacement. Condition of the suggested part is such that replacement is not yet required for satisfactory performance but may be approaching the point where replacement is needed. All other parts are required for satisfactory performance. Condition of the part is such that it is no longer providing the function for which it was intended.

PAY CASH
CHANGE
TECH: 000000.00 C. BACINI

AMOUNT
100.00
(11.05)

SHOP SUPPLY 6.16
SUB TOTAL 83.13
SALES TAX 5.82
GRAND TOTAL 88.95

THANK YOU FOR CHOOSING
TUFFY AUTO SERVICE CENTER
FOR YOUR AUTO REPAIR NEEDS

ALL PRODUCTS AND
WORKMANSHIP ARE
WARRANTED FOR (90) DAYS
FROM DATE OF REPAIRS.

INVOICE INVOICE TUFFY TIRE & AUTO INVOICE
CUSTOMER COPY

NISSAN**COURTESY**
AUTOGROUP**NISSAN**COURTESY NISSAN OF TAMPA
3800 W. HILLSBOROUGH AVE.
TAMPA, FLORIDA 33614

(813) 870-3333 (SERVICE DEPT.) (813) 872-7786 (BODY SHOP)

MVR 39325

We guarantee our service work for 12 months / 12,000 miles from the date of installation of genuine Nissan parts, or the remainder of any applicable new vehicle warranty, whichever provides the greater coverage. In the event of used parts or non-Nissan replacement parts, we guarantee our service work for 30 days or 1,000 miles whichever occurs first, from the date and mileage at installation. Warranties exclude regular scheduled maintenance items.

MISCELLANEOUS SHOP SUPPLIES AND WASTE DISPOSAL CHARGES:

"This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal."

The state of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (s.403.718) and a \$1.50 fee to be collected for each new or remanufactured battery sold in the state (s.403.7185).

Adv: 232 MATTHEW J RODRIGUEZ		Tag: [REDACTED]	License: [REDACTED]	JN8DR09X9 4W [REDACTED]	Page: 1	Invoice: I02132
Invoice to				Driver/Owner Information		
[REDACTED] TAMPA, FL [REDACTED] Work: [REDACTED] Home: [REDACTED]				[REDACTED] TAMPA, FL [REDACTED] Work: [REDACTED] Home: [REDACTED]		
For Office Use				Vehicle Information		
Odometer in: 45884 Out: 45884		Dist: NIS INT C I Prelim		04 NISSAN PATHFINDER LE 4DR SPTUTY WHITE		
MFG: 310001		Stock#: 00805705		Inv Acct:	Chassis: 1	
Begin: 02/22/08	Done: 02/22/08	Invoiced: 02/22/08 10:14 MR		Inservice: 04/02/05		Sold: 03/31/05
Customer Waiting						
Concern 53	CUSTOMER STATES PLEASE INSPECT TIRES FOR LIFE // TRED DEPTH // D.O.T. #			Operation	Tech	Amount
Cause	CUSTOMER ADVISED TIRES IN FRONT BOTH AT 3 32'S WILL FAX INFO TO TIRES FOR LIFE // REAR TIRES BOTH AT 10 32'S IN GOOD SHAPE			MR	859	0.00
Correction	CUSTOMER ADVISED TIRES IN FRONT BOTH AT 3 32'S WILL FAX INFO TO TIRES FOR LIFE // REAR TIRES BOTH AT 10 32'S IN GOOD SHAPE					
	Tech 859 RAMLOGAN, RICHA					
Summary of Charges for Invoice I02132				Payment Distribution for Invoice I02132		
TOTAL CHARGE 0.00				INTERNAL TOTAL CHARGE 0.00		
				0.00		
Customer Waiting						
Attention: The following Invoices also exist CUS - CUSTOMERPAY If you have any questions - please see MATTHEW J RODRIGUEZ VISIT US AT *****COURTESYCARS.COM						
Last Page						

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: ☒

NISSAN**COURTESY**
AUTOGROUP**NISSAN**COURTESY NISSAN OF TAMPA
3800 W. HILLSBOROUGH AVE.
TAMPA, FLORIDA 33614

(813) 870-3333 (SERVICE DEPT.) (813) 872-7786 (BODY SHOP)

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Adv: 232 MATTHEW J RODRIGUEZ		Tag: ☐	License: ☐	JN8DR09X9 4W ☐	Page: 2	Invoice: C02132
Invoice to: COUZENS, JANE (MS)			Driver/Owner: COUZENS, JANE (MS)			
Invoiced: 02/22/08 10:14:52 MR			04 NISSAN PATHFINDER LE 4DR SPTUTY WHITE			
Summary of Charges for Invoice C02132			Payment Distribution for Invoice C02132			
PARTS	75.71	TOTAL CHARGE		288.45		
GAS-OIL-GREASE	9.30	CASH		288.45		
SUPPLIES	18.59					
LAB-MECHANICAL	165.98					
SUB-TOTAL	269.58					
SALES TAX	16.17					
COUNTY TAX	2.70					
TOTAL CHARGE	288.45					
Customer Waiting						
Attention: The following Invoices also exist INT - INTERNAL						
If you have any questions - please see MATTHEW J RODRIGUEZ						
VISIT US AT *****COURTESYCARS.COM						
Last Page						

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

I ACKNOWLEDGE RECEIPT OF THE PARTS AND LABOR LISTED ABOVE: X