 <p>U.S. Department of Transportation National Highway Traffic Safety Administration</p>		<p>INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6) DOT Auto Safety Hotline</p> <p>Vehicle Owner's Questionnaire To Report Vehicle Safety Defects 1-888-DASH-2-DOT (1-888-327-4236) INTERNET: www.nhtsa.dot.gov/hotline</p>		<p>FOR AGENCY USE ONLY 100148</p>	
<p>Date Received AUG 24 2012 23-JUL-2012</p>		<p>Repository <input type="checkbox"/></p>			
<p>Reference No. 10467010</p>					
<p>OWNER INFORMATION (Type or Print)</p>					
<p>Name</p>		<p>Daytime Telephone Number</p>		<p>E-mail Address</p>	
<p>Address</p>		<p>Evening Telephone Number</p>			
<p>City PENNELVILLE</p>	<p>State NY</p>	<p>Zip Code</p>			
<p>The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy Act notice. See 49 FR 53971 (Sep. 3, 2004).</p>					
<p>VEHICLE INFORMATION</p>					
<p>17 digit Vehicle Identification Number Located at bottom of windshield on driver's side JN8AF5MV3BT</p>		<p>Make NISSAN</p>	<p>Model JUKE</p>	<p>Model Year 2011</p>	
<p>Date Purchased 3-31-11</p>	<p>Dealer's Name and Telephone Number Gundack Nissan 315-458-8915</p>		<p>Engine; No. Cylinders 4</p>	<p>Fuel Type: Mileat/gas</p>	
<p>Original Owner <input checked="" type="checkbox"/></p>	<p>Dealer's City Cicero, NY</p>	<p>State NY</p>	<p>Zip Code 13039</p>		
<p>Transmission Type CVT Continuously Variable</p>	<p><input checked="" type="checkbox"/> Antilock Brakes <input checked="" type="checkbox"/> Cruise Control</p>	<p>Powertrain 1.6L Direct Injection Superior Gearbox</p>	<p>Multiple Failure: vehicle stopped running - engine</p>	<p>Incident Date(s) 17-JUL-2012</p>	
<p>FAILED COMPONENT(S)/PART(S) INFORMATION</p>					
<p>Vehicle Component Code: ENGINE (PWS)</p>				<p>Failure Mileage 5700</p>	<p>Failure Speed 55</p>
<p>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE</p>					
<p>Tire Make</p>		<p>Tire Model (Name or Number)</p>		<p>Tire Size (Example P215/65R15)</p>	
<p>DOT No. (Example: DOTM19ABC036)</p>		<p><input type="checkbox"/> Original Equipment <input type="checkbox"/> Prior Repair</p>	<p>Failure Location:</p>		
<p>Tire Component Code</p>			<p>Tire Failure Type:</p>		
<p>ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE</p>					
<p>Make:</p>		<p>Date Manufactured:</p>		<p>Model No./Name:</p>	
<p>Seat Type:</p>		<p>Installation System:</p>			
<p>Child Seat Component Code:</p>		<p>Failed Part:</p>			
<p>APPLICABLE INCIDENT INFORMATION (Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)</p>					
<p>Crash <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>Number of Persons Injured 0</p>	<p>Number of Deaths 0</p>	<p>Reported to Police N</p>	
<p>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).</p>					
<p>TL* THE CONTACT OWNS A 2011 NISSAN JUKE. WHILE DRIVING APPROXIMATELY 55 MPH, THE ENGINE POWER BEGAN TO REDUCE SIGNIFICANTLY WITH THE ILLUMINATION OF THE ENGINE WARNING INDICATOR. THE VEHICLE WAS MANEUVERED TO THE SIDE OF THE ROAD AND THEN TOWED TO AN AUTHORIZED DEALER. THE MASS AIR FLOW SENSOR WAS CLEANED AND THE AIR FILTER WAS REPLACED. THE MANUFACTURER WAS NOTIFIED OF THE PROBLEM. THE APPROXIMATE FAILURE MILEAGE WAS 5,700.</p> <p>Dealer cleaned mass air flow sensor replaced air filter. 7/18/12.</p> <p style="text-align: right;"><i>see reverse side</i></p>					
<p>Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.</p>			<p>ATTACH ADDITIONAL SHEETS IF NECESSARY</p>		
<p>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.</p>					

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

When I spoke with Nissan 800#. The representative Bonnie at 1-800-343-6913 - ext 458120 - case # 9011240 stated what do you want us to do about it? Its fixed isn't it. On 7/25/12 - No further contact with manufacturer, but their answer was insufficient. I asked them to make some engineering redesign to avoid having this happen in the future. Manufacturer showed no concern over situation

ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department of Transportation

National Highway Traffic Safety Administration

1200 New Jersey Avenue SE, Washington, D.C. 20077-9382

Official Business Penalty for Private Use \$300



NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 1888 WASHINGTON, DC
POSTAGE WILL BE PAID BY ADDRESSEE

US Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NVS-210
1200 New Jersey Avenue SE.
Washington, D.C. 20077-9382



Think your vehicle has a safety defect?


If so:

Use the enclosed form to file a report.

or visit: www.safercar.gov


or call: Vehicle Safety Hotline 888-327-4200

NHTSA



Your message has been sent.

Thank you. We will respond to your question as soon as possible. The details of your message are below. Please print this page for your records.

PRINT 

Your Contact Information

[Redacted contact information]

Pennellville, NY [Redacted]

Your Message

Message: Safety Concern:::I was traveling at 55 miles per hour when my vehicle completely lost power -it would restart,but stalled out. Had to have towed to dealership. Dealer confirmed that problem was with mass air flow sensor having a piece of dust/debris on it. This is extremely dangerous if a piece of dust can stop your car going at 55 miles an hour down to nothing . I was on a back road fortunately and near a pull off other wise I would have ended up at the side of the road dead in the water, so to speak!! Your design has a flaw and immediate attention should be taken to correct this situation. If I had been on a super highway, it would have been even more dangerous to just stop when you are going along with the flow of traffic.**The dealer has made repairs** Now what is Nissan going to do to correct this long term, so that it does not happen again!!!!Thanks for your attention to this matter [Redacted]

①
www.natt.com

[Go to Nissan Homepage](#)

ODI
10/12/10
[Redacted]
Jackie

1-888-327-4236

NATT Highway Hazard
Safety Dept

[Redacted email input field]

My original email to Nissan.

Their email back.

Your inquiry to Nissan [ref:_00DA09j8L_500F0B5JBj:ref]

From: **nnaconsumeraffairs@nissan-usa.com** (nnaconsumeraffairs@nissan-usa.com)
Sent: Mon 7/23/12 4:23 PM
To: [REDACTED]



7/24 - Called back for 3:10pm

1-800-343-6913

*ext: 458120
Case # 9011240*

7/23/2012

Case # 9011240

Dear [REDACTED]

Thank you for contacting Nissan North America, Inc. regarding your concern with your Nissan vehicle. We apologize for any inconvenience this situation may have caused you.

With regard to your inquiry, please be advised that we have forwarded your case to a regional specialist for individual handling. You will be contacted before the end of next business day.

Case # 9011240 has been created to document this concern. Please feel free to contact us at 1-800-647-7261 with any further questions or comments. Thank you for giving us the opportunity to be of service.

Sincerely,



Drivers Village, Inc
DBA Burdick Nissan
 5885 East Circle Drive, Suite 325
 Cicero, New York 13039
 Telephone # (315) 458-8915
 www.burdickcars.com



SERVICE DEPARTMENT HOURS
 7:30 a.m. to 7:00 p.m.
 Monday - Thursday
 Friday 7:30 a.m. to 6:00 p.m.
 Saturday 8:00 a.m. to 4:00 p.m.

R/O Open Date	R/O Number
7/18/12	3669147/1
R/O Close Date	Status
7/18/12	Pre-Invoice
Mileage In	Mileage Out
5700	5701
Service Advisor / Tag #	
Nick Emert/644	
Vehicle Identification Number	
JN8AF5MV3BT	
Delivery Date	in-service Date
3/30/11	3/30/11
Color	License Number
BLUE	

Facility ID# 7100372

Work Phone			
Home Phone			
Year	Make	Model	Body
2011	NISSAN	JUKE	SUBN
E11100590			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
<p>#1 - LOF: LUBE,OIL,FILTER CHANGE 12 POINT SERVICE CHECKLUBRIC ATE DOOR HINGES, CHECK ALL FLUIDS AND TIREPRESSURE S. DUE TO COLD TEMPS, TIRE PRESSURES WILLBE SET 3 PSI HIGHER THAN DOOR PLACARD RECOMMENDS</p> <p>Work performed by Matt Rice (102) 3LM5</p> <p>Installed 11026-JA00A :WASHER DRAIN 1@2.90</p> <p>Installed 15208-65FOC :OIL FILTER 1@13.57</p> <p>Installed 5W30 :BULK OIL 5@3.56</p> <p>Sub Total: 44.77</p>	<p>PPM LOF 30</p> <p>PPM LOF 30</p> <p>PPM LOF 30</p> <p>PPM LOF 30</p>
<p>#2 - Customer Reports:</p> <p>WAS DRIVING 55MPH-COMPLETLY LOST POWER. WILL RESTA RT,BUT STALLS.</p> <p>Caused by</p> <p>VERIFIED SES LIGHT ON BUT WAS UNABLE DUPLICATE VEHICLE STALLING OUT... FOUND CODES FOR SES LIGHT IN SYSTEM FOR THE MASS AIR FLOW SENSOR.. CHECKED WIRING AND FOUND OK.. FOUND DEBRIS ON MASS AIR FLOW SENSOR</p> <p>Work performed by Matt Rice (102) 3LM5</p> <p>CLEANED OUT MASS AIR FLOW SENSOR AND VERIFIED SES LIGHT IS NOW OFF AND VEHICLE DID NOT STALL</p> <p>Sub Total: .00</p>	
<p>#3 - LOANER: LOANER VEHICLE PROVIDED TO CUSTOMER AT NO CHARGECOURTESY OF BURDICK NISSAN</p>	
<p>#4 - Customer Reports:</p> <p>VEHICLE WAS TOWED IN.</p>	

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. *I Hereby Authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to.

DISCLAIMER OF WARRANTIES. These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first, seller hereby limits implied warranties to the same period.

TERMS: Strictly cash or acceptable credit card.

Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted by the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties, shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorney's fees, that fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the party asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorneys' fees and expenses to the prevailing party. The parties and the arbitrator shall award shall keep the fact of the arbitration, the arbitration proceedings, and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or uses involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

LABOR	
PARTS	
DEDUCTIBLE	
SUBLET	
SHOP SUPPLIES	
HAZARDOUS MATERIALS	
SALES TAX OR TAX I.D.	
SPECIAL ORDER DEPOSIT	
DISCOUNTS	
TOTAL DUE	

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.



Monday - Thursday
Friday 7:30 a.m. to 6:00 p.m.
Saturday 8:00 a.m. to 4:00 p.m.

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Telephone # (315) 458-8915
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Facility ID# 7100372

R/O Close Date	Status
7/18/12	Pre-Invoice
Mileage In	Mileage Out
5700	5701
Service Advisor / Tag #	
Nick Emert/644	
Vehicle Identification Number	
JN8AF5MV3BT	
Delivery Date	In-Service Date
3/30/11	3/30/11
Color	License Number
BLUE	

PENNELLVILLE, NY

Year	Make	Model	Body
2011	NISSAN	JUKE	SUBN
E11100590			

DESCRIPTION OF SERVICE AND PARTS	AMOUNT
Sub Total: .00	
#5 - W: WASH Work performed by wash bay (901)	Internal
#6 * MAF: AIR FILTER MAINTENANCE Work performed by Matt Rice (102) 3LM5 Installed 16546-30P00 :ELEMENT ASSY 1@21.05 Sub Total: 26.00	4.95 21.05
***** * Thank you for your business! *	

Total Fees Amount	4.95
LABOR	21.05
PARTS	.00
DEDUCTIBLE	.00
SUBLET	.00
SHOP SUPPLIES	.00
HAZARDOUS MATERIALS	.00
SALES TAX OR TAX I.D.	2.08
SPECIAL ORDER DEPOSIT	.00
DISCOUNTS	.00
TOTAL DUE	28.08

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the Repair work herein set forth to be done along with the necessary material at the agreed price which will not exceed the estimate without my consent. I also agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere. For the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs there to. **DISCLAIMER OF WARRANTIES.** These repairs are covered by a limited warranty, 90 days or 4,000 miles, whichever comes first. seller hereby limits implied warranties to the same period.

TERMS: Strictly cash or acceptable credit card.
Arbitration: Any dispute arising under this Agreement shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect (as such rules may be modified by the mutual agreement of the parties and the arbitrator selected). The arbitration shall be conducted in Onondaga County, New York, by a single arbitrator mutually accepted to the parties. In the event that the parties cannot agree on a single arbitrator, one shall be appointed by the AAA. The decision of the arbitrator shall be based on applicable law, and the arbitrator shall have no authority to award punitive damages. Judgment on the arbitration award may be entered by any court (state or federal) having jurisdiction over the such award. The parties shall share equally the cost of the arbitration, including the fees of the arbitrator, and each party shall bear its own attorney's fees, but fees and expenses to be awarded to the prevailing party. In the event the arbitrator determines that the claims asserted are, on the whole, frivolous or lacking substantial merit, the arbitrator shall award attorney's fees and expenses to the prevailing party. Both the parties and the arbitrator shall award shall keep the fact of the arbitration, the arbitration proceeding and the arbitration decision in confidence except only for such disclosure as may be legally required or as may be necessary to enforce the arbitral award. Arbitration must be conducted on an individual, not a class-wide, basis. There shall be no right for any dispute to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public. Only we and you may be the parties to the arbitration proceeding may be consolidated with any other arbitration proceeding between us and any other person or entity.

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