

Los Angeles, CA
August 12, 2012

INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

National Consumer Affairs Department
Infiniti Division, Nissan North America, Inc.
P.O. Box 685003
Franklin, TN 37068-5003

RE: NHTSA RECALL 12V-088 for Vehicle VIN JNKAY41E63M

TO WHOM IT MAY CONCERN:

This letter is in reference to NHTSA recall 12V-088, 2003-04 Infiniti M45 defective fuel gauge. Per your letter advising of the fuel gauge defect, I am requesting reimbursement of related expenses of \$2,168.76 as I have previously paid to have this defect repaired.

My fuel gauge malfunctioned the evening of December 26, 2007 while I was driving Interstate 10 approximately 30 miles west of Palm Springs. The car was towed to Goodyear Banning. As Goodyear was unable to fix the issue that evening, I had to taxi to my pre-paid hotel in Palm Springs (\$60 cab fare). The next evening the car was repaired (\$80 cab fare return), whereupon I was notified by Goodyear that the gas tank was empty, although it had been showing half full when vehicle was taken in. The charge for the replacing the fuel pump sending unit was \$778.86 (invoice attached).

Although this did not fix the problem, I would set my odometer trip meter and fill up every 200 miles or so. By December 2011 however, the car required a vehicle smog check by the State of California for registration. The vehicle did not pass due to the fuel gauge, and I had to have it repaired at a cost of \$1,249.90 (invoice attached).

Therefore, total charges are as follows:

Date	Expense	Amount
12/26/06	Cab Fare (Banning – Palm Springs)	\$60.00
12/27/07	Goodyear Banning	\$778.86
12/27/07	Cab Fare (Palm Springs – Banning)	\$80.00
12/28/11	Glendale Infiniti	\$1,249.90
TOTAL Expenses Incurred:		\$2,168.76

During this five-year period I had contacted Infiniti Customer Service on more than one occasion to indicate that I believed this was a serious defect (as the vehicle did die on a freeway) and even indicated that there were discussion boards on the topic, but was rebuffed. I am glad to see that the vehicle has now been recalled.

Please let me know if you have any additional questions. You can reach me at

cc: Administrator, National Highway Traffic Safety Administration

NH
082912
Dew

CERTIFIED TIRE & SERVICE CENTERS, INC.
 CERTIFIED TIRE-BANNING BAR#AK224215
 1820 W RAMSEY ST
 BANNING, CA 92220
 951-849-5028

Inv #: 40459-40459
 Start: 12/26/2007 16:57
 End : 12/27/2007 19:33

Veh: 03 INFINITI M45
 Lic:
 Mil: 42560
 Emp: 16/0
 PO#:

Sold:
 LA, CA
 B Ph:
 H Ph:

Mech	Part #	Qty	Description	Price	FET	Total
16/68	16999	1.00	LABOR CHECK AND ADVISE	93.00	0.00	93.00
16/0	COMPLAINT	1.00	COMP SLOWLY SPITTERS OUT & DIES	0.00	0.00	0.00
16/0	PROCEDURE	1.00	PROC SCAN TEST, PROBE, DIAGNOSE	0.00	0.00	0.00
16/0	FINDINGS	1.00	FIND FUEL PUMP SEND UNIT INOP	0.00	0.00	0.00
16/0	PMA	1.00	PMA PREVENTATIVE MAINT. ANALYSIS	0.00	0.00	0.00
16/0	21342	1.00	PUMP FUEL PUMP SEND UNIT/RIV INFIN	249.99	0.00	249.99
16/68	SL	2.00	LABOR REMOV/REPLC SEND UNIT	93.00	0.00	186.00
16/0	11366	1.00	WYNNS PREMIUM FUEL INJ CLNR 9.7 OZ	67.99	0.00	67.99
16/0	11377	1.00	WYNNS PREM FUEL POST COMB/CLNR 11 O	0.00	0.00	0.00
16/68	FISL	1.00	LABOR CLEAN FUEL INJ/COMBUST SYSTEM	82.00	0.00	82.00
16/0	12424	1.00	EVERWEAR THROTTLE BODY CLEANER 1 OZ	19.99	0.00	19.99
16/68	12458	1.00	LABOR CLEAN THROTTLE BODY BY SPRAYI	30.00	0.00	30.00
16/0	09166	1.00	EVERWEAR FUEL SYSTEM ADDITIVE 8 OZ	11.99	0.00	11.99
16/0	18228	1.00	UNDERHOOD 2.809GL PREMIUM FUEL @ 3.	10.00	0.00	10.00

upon arrival customer advised of fuel supply problem & customer stated that he just had motor detailed & also used low octane gas & that car had been sitting because he was out of the country. suggest replacing fuel pump sending unit, put gas in empty tank, & test further. also suggest tank additive, throttle service, & a/c service. Denis ok'd & requested approx 3 gal of 91 octane fuel. other problems may exist in tank level indicator on dash. customer understands that we had to start with the fuel sending unit as it was reading wrong the vech came into the location with no gas in the tank.. customer is taking old part with him...

Cash	Check	Credit Card	Charge	Subtotal:	\$750.96
\$0.00	\$0.00	\$778.86	\$0.00	7.750% Tax:	\$27.90
				Total:	\$778.86



I N F I N I T I

Glendale Infiniti

812 S. Brand Boulevard

Glendale, CA 91204

Phone: 818-543-5000

Fax: 818-265-7999

BAR# AK185752 EPA# CAR00008847

INVOICE - CUSTOMER COPY

This form is an itemized list of repairs and is part of the original Repair Order. This Repair Order Continuation is subject to all of the terms and conditions of the original Repair Order.

Page 1 Last Page

Work Order No.
99592

Customer Information								FOR YOUR CONVENIENCE WE HAVE EXTENDED OUR DAILY WORK SCHEDULE, WE ARE NOW OPEN MONDAY THRU FRIDAY 7:00 A.M. TO 7:00 P.M. SATURDAY 7:00 A.M. TO 6:00 P.M.			
LOS ANGELES CA											
Cell#:											
Email:											
Make	Model	Year	Odometer	License No.	State	Color	Trim	Vehicle No.	In-Serv. Date	Stock No.	
IN	M45	03	74,389			Silv		JNKAY41E63M	12/07/02		
Cust. No.	Contact			Day Phone No.		Extension		Evening Phone No.		Extension	
02											
Service Consultant								Labor Rate			
SAM MIKEL								labor charges are based upon 1. your experience, 2. factory guidelines, and 3. actual time for your work. Our labor charges may therefore be more or less than the actual time worked and/or factory suggested guidelines.			
Tag	Wait	Wash	Estimate No.	Open Date	Promise Date	Time	Work Completed Date	Close Date			
G-427	No	Yes		12/28/11	12/28/11	17:00	1/03/12				

01 CHECK TIRE CONDITION
ALL TIRES GOOD

TIRES ARE 5/32 OR HIGHER-GTIRE

Add-On? Tech
No DUAR14

Labor
***** Dealer

02 Multi Point Inspection
P/S PUMP LEAKING \$1.160 PARTS & LABOR
ALL BRAKES GOOD FRT 8MM LEFT REAR 6MM LEFT

Add-On? Tech
No DUAR14

Labor
***** Dealer

Multi Point Inspection-INSP

03 CAR TOWED IN ENGINE CRANKS BUT WONT START FUEL GAUGE STAYS
AT FULL EVEN WHEN EMPTY
REPLACED FUEL SENDING UNIT, FUEL FILTER AND PRINTED PLATE
BOARD

Add-On? Tech
No DUAR14

Labor
580.00 Customer

Misc-Fuel System-C0001

Parts
PLATE ASSY-PRINTED C-24814-CR900
SENDER UNIT-FUEL GAU-25060-AT30A
STRAINER FUEL-16400-41B1A ASR
RING-O FUEL GAG-17342-01A00 ASR

Qty	Each	Parts
1	357.39	357.39 Customer
1	211.22	211.22 Customer
1	31.47	31.47 Customer
1	15.93	15.93 Customer

 * Totals Amount *
 * Labor..... 580.00 *
 * Parts..... 616.01 *
 * Tax..... 53.89 *
 * Total..... 1,249.90 Customer*

Page 1 Last Page

No vehicles released after cashier hours. We accept cash or VISA, MasterCard, American Express and Discover credit cards. Thank you!

Original Estimate	Total Revised Estimate	I acknowledge notice and oral approval of an increase in the original estimated price.	Customer acknowledges receipt thereof.
\$	\$	CUSTOMER SIGNATURE x	x CUSTOMER SIGNATURE

LIMITED WARRANTY ON GENUINE NISSAN REPLACEMENT PARTS AND GENUINE INFINITI ACCESSORIES

WHAT IS COVERED

Nissan® warrants to correct defects in materials or workmanship in all genuine Nissan replacement parts and Genuine Infiniti accessories, distributed by Nissan North America in the Continental United States, installed and used on Infiniti (if an appropriate use and application of the part or accessory) vehicles only, except as described under the caption below, "WHAT IS NOT COVERED."

This warranty covers any repairs needed to correct defects in materials or workmanship. *Nissan indicates Nissan North America, Inc., P.O. Box 686003, Franklin, TN 37068-6003, which distributes Infiniti vehicles and provides related consumer services in the United States of America.

HOW LONG IS THE WARRANTY

Except for replacement audio components, this warranty is for 12 months or 12,000 miles from the date of installation or purchase, whichever is earlier. However, the warranty on Genuine Nissan replacement parts and Genuine Infiniti accessories installed in an Infiniti vehicle while the vehicle is covered by a Nissan warranty, which would have covered the part had it been installed in the vehicle at manufacture, will not end before the end of that warranty.

REPLACEMENT AUDIO COMPONENTS

A replacement Radio, Tape Deck, Amplifier or Compact Disc Player/Auto Changer supplied by Nissan is covered for 12 months from the time of installation or the balance of the Basic Vehicle Warranty as it applies to audio components, whichever is greater.

WHAT IS NOT COVERED

This warranty does not cover:

1. Tires, batteries or truck bed liners. These items are covered by separate warranties.
2. Nissan Motorsports and NISMO R-tune parts, including NISMO Legacy parts are sold "AS IS" without warranties, express or implied unless expressly prohibited from doing so by applicable law, in which case the warranty provided is the minimum required by law.
3. Normal maintenance service and parts replacement as outlined in the maintenance schedule of your OWNER'S MANUAL.
4. Damage or failures resulting from:
 - Misuse (your OWNER'S MANUAL is your guide to proper use.)
 - Accident
 - Chemical fallout, tree sap, silt, sand, hail or other environmental conditions.
 - Modification or improper repair of the part or of the vehicle in which the part is installed.
 - Use of parts not equivalent in quality or design to parts supplied by Nissan.

WARRANTY NOTICE FOR CALIFORNIA BUYERS ONLY

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:

A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject in either case to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws.

- Lack of performance of required maintenance services as outlined in your OWNER'S MANUAL.

- Use of improper or dirty fuel, fluids or lubricants.

5. **Salvage Title.** This warranty does not cover damage, failures or corrosion to any Nissan replacement part, Genuine NISMO S-tune Part, or Genuine Nissan or Infiniti Accessory, installed in the vehicle, if the vehicle is issued a "salvage" or similar title. (This exclusion does not extend to new Genuine Nissan replacement parts, NISMO S-tune parts or Genuine Nissan or Infiniti accessories, installed in an Infiniti vehicle after the issuance of a "salvage" or similar title.)

WHAT YOU MUST DO

In order to obtain warranty service you must deliver the warranted part or accessory, or the vehicles, on which the part or accessory is installed, to an authorized Infiniti dealer in the United States or Canada at your expense with proof of purchase (parts invoice or service repair order from an authorized Infiniti dealer). The names and addresses of authorized Infiniti dealers are listed in telephone directories. You must also pay for labor charges to remove and replace the part or accessory if it was not originally installed on your vehicle by an authorized Infiniti dealer.

WHAT NISSAN WILL DO

If the part or accessory to be repaired was originally installed by an authorized Infiniti dealer, it will be removed and reinstalled after repair at no charge for parts and labor. If the part or accessory was not installed by an authorized Infiniti dealer, the part or accessory will be repaired or exchanged only. Any needed parts replacement or exchange will be made using new or remanufactured parts at Nissan's option.

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS

EXTRA EXPENSES - LIMITATIONS OF DAMAGES.

This warranty does not cover incidental or consequential damages such as loss of the use of the vehicle, inconvenience or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.



Los Angeles, CA

LOS ANGELES CA 900

13 JUL 1993 12 12 1



ADMINISTRATOR
NHTSA
1200 NEW JERSEY AVENUE, SE
WASHINGTON, DC 20590

20590

