



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 25-JUN-2015  
 AUG 25 2015

Repository

Reference No. 10730316

**OWNER INFORMATION (Type or Print)**

Name			Daytime Telephone Number		E-mail Address	
Address			Evening Telephone Number			
City	State	Zip Code				
CROFTON	MD					

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).

**VEHICLE INFORMATION**

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side JN8AF5MV2E		Make NISSAN	Model JUKE	Model Year 2014
Date Purchased 08/15/2014	Dealer's Name and Telephone Number BAYSIDE NISSAN OF ANNAPOLIS - 410-224-0707		Engine: No: Cylinders 4 CYLINDERS TURBO	Fuel Type: MID-GRADE
Original Owner <input checked="" type="checkbox"/>	Dealer's City ANNAPOLIS	State MD	Zip Code 210401	
Transmission Type <input checked="" type="checkbox"/> Antilock Brakes <input checked="" type="checkbox"/> Cruise Control	Powertrain AUTOMATIC TRANS	Multiple Failure:	Incident Date(s) 03-JUN-2015	

**FAILED COMPONENT(S)/PART(S) INFORMATION**

Vehicle Component Codes: 110000 ELECTRICAL SYSTEM, LIGHTING (PWS), 980000 UNKNOWN OR OTHER	Failure Mileage 7941	Failure Speed 40
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**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)	<input type="checkbox"/> Original Equipment <input type="checkbox"/> 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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Fire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Number of Persons Injured 0	Number of Deaths 0	Reported to Police N
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**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).

GAUGE CLUSTER NOT DISPLAYING THE FLASHING ARROWS WHEN THE TURN SIGNAL STALK IS ENGAGED TO EITHER SIDE BUT THE LIGHTS OUTSIDE THE CAR IS STILL OPERATIONAL. ALSO, THE POWER LOCKS WILL DISENGAGED INTERMITTENTLY WHILE THE VEHICLE IS IN MOTION, ON ANY SPEED.

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 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.

June 23, 2015

[REDACTED]  
Crofton, MD [REDACTED]

Telephone Number: [REDACTED]

Email Address: [REDACTED]

Re: CASE NUMBER [REDACTED]  
2014 NISSAN JUKE (VIN: JN8AF5MV2ET [REDACTED])  
Date of Purchase: August 14, 2014  
Mileage: 8108 miles

**Nissan Consumer Affairs**

P.O. Box 685003

Franklin, TN 37068-5003

Dear Sir or Madam,

I am writing to notify you of the problems I have been having with my car mentioned above and to request that you correct this problem within 30 days of your receipt of this letter.

I purchased my car from Bayside Nissan of Annapolis on August 14, 2014. Approximately 10 months after purchase, I began having trouble with the "gauge cluster not displaying the flashing arrows when the turn signal stalk is engaged to either side but the lights outside the car is still operational".

I took my car back to the dealer for repairs on June 3, 2015, at around 9am but the Service Advisor, Christian Salinas, told me that he could not replicate the problem. Without giving me a Service Ticket, I went home. When I arrived home, I told my husband about it, and he and I immediately went back the dealership. We spoke with the Service Manager, Dennis Soriano who told us to leave the car overnight. The following day, we received a call from D. Soriano to pick-up the car. According to him, they cannot replicate the problem; this time a Service Ticket was issued to us.

But on June 5, 2015, I noticed that the car's problem persisted. Being a Friday, D. Soriano told us to bring the car by Monday – so then we brought the car back to the dealership on June 8, 2015, and left the car for about 3 days.

On June 10, 2015, we picked-up the car. They "removed and replaced the multi-meter and calibrated it", as stated in the Service Ticket.

However, after a couple of days, I noticed that car's problem still persisted, so I brought back the car to the dealership on June 15, 2015 and to date, the car is still at the dealership. I now believe that the dealer is unable to correct the problem.

On June 15, at about 2:45 pm., my husband called NISSAN CORPORATION RE: CAR'S PROBLEM; SPOKE WITH SHEILA AT 800-NISSAN1 X 457375; CASE WILL BE FORWARDED TO NISSAN REGIONAL OFFICE; A NISSAN SPECIALIST WILL CONTACT ME ON MONDAY, JUNE 15, 2015 - CASE NUMBER: [REDACTED]

Attached are copies of the repair orders that document the dealership's attempts to repair my car.

This problem substantially impairs both the use and value of my car. Therefore, if you and/or your dealer are unable to correct this problem in a "reasonable number of attempts" as that phrase is defined in Maryland's Automotive Warranty Enforcement Act (Md. Code Ann., Com. Law, §14-1502 (d)), I will expect you to *repurchase or replace* the vehicle pursuant to §14-1502(c) of the Act.

Please contact me at the above address or telephone number to arrange a mutually convenient date and time for you to inspect my car and make the necessary repairs, and if proven futile, replace or repurchase the vehicle.

My Sincerest Thanks,

[REDACTED]

Enclosures: AS STATED

Cc: MD-OAG, Consumers Affairs Department

CUSTOMER COPY



**Bayside Nissan  
of Annapolis**

2542 Riva Road  
Annapolis MD 21401  
Phone: 410-224-0707

06/03/2015 14:39:40

Customer No. [REDACTED]	Primary Dealer [REDACTED]	License # [REDACTED]	Stock # [REDACTED]	Dealer # DEALER	Invoice Date 06/03/2015	Invoice # [REDACTED]
Customer Name & Address [REDACTED] [REDACTED] [REDACTED]	Mileage In 794	Mileage Out 794	Lot #/Bat # 1354	Color SILVER	Delivery Date 08/15/2014	
	Year/Make/Model 2014 NISSAN JUKE S SV SE			Prod Date	R.O. Date 06/03/2015	
	Vehicle ID # JN8AJ5MY2E [REDACTED]			Tech # [REDACTED]	P.O. #	
	Override	Service Write Up [REDACTED]		S.W. INT. EST	Engine Hours	
Extended Warranty Co.	Policy #		Deductible	Auth #	Adjustor	
Residence Phone [REDACTED]	Business Phone [REDACTED]	Cellphone [REDACTED]	Service Writer/Delivery Signature			

Type: C JOB # Tech

Complaint: A SIGNAL CLUSTER IS NOT DISPLAYING THE FLASHING ARROWS WHEN THE TURN SIGNAL SWITCH IS ENGAGED TO EITHER SIDE. THE LIGHTS OF INSIDE OF THE CAR ARE STILL OPERATIONAL. USE NOT THE INDICATOR LIGHTS ON THE CLUSTER.

Correction: CHECKED AND TESTED ALL FUNCTIONS OF SWITCH. ALL WORKING AT THIS TIME.

JOB TOTALS

TOTAL: 0.00

**CUSTOMER TOTALS: \$0.00**

ALL REPAIRS & PARTS HAVE A LIMITED WARRANTY OF 12 MONTHS OR UNLIMITED MILES WHICHEVER OCCURS FIRST UNDER NORMAL DRIVING CONDITIONS. 10% OF LABOR CHARGE & \$3 NOT TO EXCEED \$35 HAS BEEN ADDED TO HELP DEFRAY SHOP & RECYCLING FEES

Extended Warranty Pay		All labor charges are billed on flat rate hours unless otherwise noted.	Total Customer Pay
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**CUSTOMER COPY**



**Bayside Nissan  
of Annapolis**

2542 Riva Road  
Annapolis MD 21401  
Phone: 410-224-0707

06/25/2015 09:39:03

Customer No. Primary Driver [REDACTED]	License #	Stock #	Dealer # DEALER	Invoice Date 06/25/2015	Invoice #
Customer Name & Address [REDACTED] CROFTON, MD [REDACTED]	Mileage In 8245	Mileage Out 8245	Lot #/Hat # 2053	Color SILVE	Delivery Date 08/15/2014
	Year/Make/Model 2014 NISSAN JUKE S/SV/SL			Prod Date / /	R.O. Date 06/15/2015
	Vehicle ID # JN8AF5MV2ET [REDACTED]			Tech & #	P.O. #
	Override	Service Write Up DENNIS SORIANO		S.W. INT. EST.	Engine Hours
Extended Warranty Co.	Policy #	Deductible		Auth. #	Adjustor
Residence Phone	Business Phone	Cellphone	Service Writer Delivery Signature		

Type: W JOB #1 Tech: JAMES IRELAND SR  
**Complaint:** C/S THE BLINKER IS FLICKERING BUT INSIDE IT IS NOT SHOWING ITS WORKING. (WONT SHOW THE ARROW ) ALSO WHILE YOU ARE DRIVING AFTER ABOUT 20 MILES VEHICLE WILL SOMETIMES UNLOCK THE DOORS DURING THE NIGHT WHEN YOU TURN ON THE HEADLIGHTS, IT DOESNT SHOW THAT THE HEADLIGHTS ARE ON IN THE DASH

**Cause:** PER TECH LINE, REMOVE AND REPLACE MULTIMETER AND RADIO. CHECK DASH HARNESS NO PROBLEM FOUND. PER TECH LINE REPLACE BCM AND IPDM

**Correction:** TEST DROVE VEHICLE FOR 100 MILES AND SEVERAL DAYS, EVERYTHING OK

**Part:** 284B1-1KM0E CONTROLLER ASSY Qty: 1

Type: I JOB #2 Tech: JAMES IRELAND SR

MD Codes: 1 1 1

**Complaint:** 2ND FREE OIL CHANGE WE OWE AND TIR ROTATION CHARGE SALES

**Cause:** SCHEDULED MAINTENANCE

**Correction:** PERFORM OIL CHANGE SERVICE TO INCLUDE CHANGE ENGINE OIL AND FILTER, LUBRICATE CHASSIS AS NECESSARY, COMPLETE MULTI POINT VEHICLE INSPECTION, CHECK AND TOP OFF ALL NECESSARY FLUID LEVELS, RESET TIRE PRESSURE, INSPECT FILTERS, EXHAUST SYSTEM, DRIVE BELTS, LIGHTS AND BRAKES, CHECK TURN SIGNAL OPERATION.

**Part:** 15208-65FOE OIL FILTER Qty: 1  
**Part:** OIL1 MOTOR OIL Qty: 5  
**Part:** 11026-JA00A WASHER DRAIN Qty: 1

Type: WS JOB #3 Tech:

PO:147654

**Complaint:**

**Correction:** WARRANTY RENTAL

Tax: \$0.00

**CUSTOMER TOTALS: \$0.00**

ALL REPAIRS & PARTS HAVE A LIMITED WARRANTY OF 12 MONTHS OR UNLIMITED MILES WHICHEVER OCCURS FIRST UNDER NORMAL DRIVING CONDITIONS. 10% OF LABOR CHARGE & \$3 NOT TO EXCEED \$35 HAS BEEN ADDED TO HELP DEFRAY SHOP & RECYCLING FEES.

While a customer's motor vehicle is on the premises of the automotive repair facility, the automotive repair facility may not be responsible for any damage to the customer's motor vehicle under specified circumstances, and that the customer should ask a representative of the automotive repair facility about the extent of insurance coverage.

Extended Warranty Pay

All labor charges are billed on flat rate hours unless otherwise noted.

Total Customer Pay



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## FACSIMILE TRANSMITTAL SHEET

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From: [REDACTED]

Fax:

Date: 7/28/2015

Phone: [REDACTED]

Time: 11:43 AM

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To: VERBIA LOVELACE  
NISSAN NORTH AMERICA

Fax: 1-615-984-5980

Regarding: SETTLEMENT AGREEMENT - 2014 NISSAN JUKE

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Dear Verbia,

I received the Settlement Agreement and Release form you sent for our signatures, unfortunately, I found it to be one-sided, and all stipulations are for the benefits of Nissan Corporation. It is a "blanket" agreement releasing you of any liabilities in the future - specifically, paragraphs 1, 2 and 3. The \$1,000 you offered for the settlement is not acceptable to us.

The agreement, per se, does not leave us room for "renogiation" if something happens to the car for any unforeseen consequences which might be brought about by the same or similar "manufacturing defects" on it's electrical system.

May I suggest that this said agreement be rephrased reflecting Nissan North America's acknowledgement of the responsibilities and liabilities of the product defect(s) as mentioned on the Repair Tickets or Invoices written by Bayside Nissan of Annapolis. Therefore, any negative consequences which might happen to the mentioned vehicle, its occupants or any external damages resulting from these electrical defects be the sole responsibility of Nissan North America and its subsidiaries.

I wish to inform you that the OAG-Maryland has already received our Complaint and a Case Number was already assigned by said office.

n.b. A formal letter of the same will be forwarded to you.

My Sincerest Thanks,

[REDACTED]

cc: OAG-MD - Consumers Division



**SETTLEMENT AGREEMENT AND RELEASE**

██████████ and ██████████ ██████████ Crofton, MD, ██████████ has agreed to the following Settlement Agreement and Release ("the "Release"):

1. ██████████ and ██████████, in consideration of an inclusive cash settlement in the amount of \$1,000.00 (One Thousand Dollars), hereby releases and forever discharges Nissan North America, Inc., and all its associated or affiliated companies (including but not limited to Infiniti, a division of Nissan North America, Inc., Nissan Motor Co. Ltd., Nissan Motor Acceptance Corporation, Nissan Motor Manufacturing Corporation), and all their associated and subsidiary companies, officers, agents, heirs, executors, administrators, successors, assigns, dealers, (including but not limited to Bayside Nissan of Annapolis), and each of them, from all manner of actions, lawsuits, liens, debts, dues, damages, claims, judgments, executions and demands of every kind whatsoever, either at law or in equity, whether known or unknown, and whether past, present or future, which relate to a certain 2014 Nissan Juke, VIN JN8AF5MV2E1 ██████████ (the "Juke").

2. ██████████ and ██████████ warrants that she is the sole owner of (a) the Juke; and (b) the above mentioned actions, lawsuits, liens, debts, dues, damages, claims, judgments, executions and demands. Further, ██████████ and ██████████ agrees to hold the above-released parties entirely harmless from any and all actions, lawsuits, liens, debts, dues, damages, claims, judgments, executions and demands which may be asserted by any person(s) claiming an interest therein.

3. ██████████ and ██████████ expressly acknowledges that (a) this settlement is the compromise of a doubtful and disputed claim; (b) that this settlement is being made so that all parties may avoid uncertain and protracted litigation; (c) that the payment made pursuant to this Release is not an admission of liability; and (d) that, in fact, the released parties deny any liability.

4. **Nissan North America, Inc. will continue to honor the terms of the Juke's New Vehicle Limited Warranty.**



NISSAN NORTH AMERICA, INC.

Consumer Affairs  
P.O. Box 685003  
Franklin, TN 37068-5003  
Telephone: 1-800-647-7261

5. Notwithstanding any other provision in this Release, [REDACTED] and [REDACTED] does not hereby waive any unrelated personal injury or breach of warranty claims or causes of action, which may accrue after the execution of this Release.

6. [REDACTED] and [REDACTED] agrees not to disclose the financial terms of this settlement to any third party. It shall not, however, be a breach of [REDACTED] and [REDACTED] obligation of confidentiality to disclose the terms of this settlement in order to obtain confidential legal, tax or financial advice, or to respond to an inquiry from any governmental entity or agency regarding a tax filing.

7. This Release is the entire agreement between the parties. Any other agreement between the parties relating to the Juke or Case No. [REDACTED] whether written or oral, is hereby superseded by this Agreement. Further, [REDACTED] and [REDACTED] acknowledges the terms of this Release are contractual and not a mere recital.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
[REDACTED] and [REDACTED]

Subscribed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Notary Public