



JUL 18 2018

CL-1112718-8485

OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

July 6, 2018

National Highway Traffic Safety Administration
1200 New Jersey Ave., SE
West Building
Washington DC 20590

Re: [REDACTED] and
Nissan North America Inc.
[REDACTED]

To Whom It May Concern:

Enclosed please find a Consumer Complaint Form received in our office. Since the enclosed subject matter appears to fall within the jurisdiction of your department, it is respectfully referred to you for your consideration. By copy of this letter, the consumer has been notified of the referral and that any future correspondence should be directed to your office. However, we have also forwarded the complaint to Nissan North America Inc. and asked for a response to be filed with this office.

If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

SUSAN LAIB
LEAD CONSUMER SPECIALIST
CONSUMER PROTECTION UNIT

c:

[REDACTED]
Edmond OK [REDACTED]

AM
7-20-18
WD

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OKLAHOMA ATTORNEY GENERAL



CONSUMER COMPLAINT

File Number: [REDACTED]

Complainant

[REDACTED]
Edmond, OK [REDACTED]

Home Telephone: [REDACTED]

Work Telephone: [REDACTED]

Business or Individual

Nissan North America Inc.
Quincy
Nissan Consumer Affairs
PO Box 685003
Franklin, TN 37068-5003

Telephone 1-800-647-7261

Transaction Information (Provided by the complainant):

Date of Transaction:	10/09/2017	Place of Transaction:	Hudiburg Nissan
Product or Service involved:	Used Car Purchase		
Amount Paid:	\$6000	Paid by:	

Has complained to the business? Yes No

If yes, what action was taken?

The dealer referred me to the corporate office.

Filed complaint with any other agency or organization? Yes No

If yes, organization:

What action was taken?

Complaint Detail:

I purchased a used 08 Nissan Altima from Hudiburg Nissan in October of 2017. The car had

approximately 97,000 miles on it at that time. I have been driving the car normally since that time. About 3 weeks ago (June 12, 2018), I noticed an issue with the transmission. I took the car to the dealer (June 13, 2018), and after running diagnostics, they stated the car needed a whole new transmission.

Unbeknownst to me, this particular model of car has a known defect with the CVT transmission. Nissan doubled the power-train warranty on the car from 5yr/60,000 miles to 10yr/120,000 miles. According to Nissan, the car I purchased was put into service on 10/4/07, thus making the warranty expiration date 10/4/17...5 days before I purchased the car! Nissan knew this was a known defect with their car, and because the prior owner drove the car at a lesser mileage rate than the average user (97,000 mile in 10 years vs. 120,000 in 10 years), this defect did not present itself during the 10 year warranty period, but obviously within the 120,000 mileage period.

Doing some research online, it was easy to see that this problem is quite common in 2006-2010 Nissan Altima models. More often than not, this problem would present right around 100,000 miles. In my case, I have 102,000 miles on the car now. Nissan claims that there was no actual safety concern with this problem, so they never issued a recall. With no recall in place, there was no need to notify consumers of this issue, and Nissan relieved themselves of having to replace a significant amount of faulty transmissions. I beg to differ.

While driving my vehicle, I had the car engine turn itself off on more than one occasion while driving. This created an enormous safety hazard for me, and I was fortunate to not have been in any serious accident while the car died in the middle of the road.

It took Nissan over 2 weeks to make a determination to not offer any support to fix this dangerous issue. They had all of the pertinent information needed to make their determination the day they were initially contacted (June 14, 2018). That information included Vehicle VIN (to determine date in service), mileage at purchase, mileage when brought to dealer for repair, date I purchased the vehicle. The Nissan representative from Nissan Consumer Affairs (Quincy 1-615-725-7288, case # [REDACTED]) stated the main factor they relied upon to make their decision was that the car was purchased out of warranty, and as such, they were under no obligation to help in any way.

When asked if there was any appeal process, she stated "no." She stated that they evaluate each claim on a fact specific basis, but the most weight was given to when the vehicle was purchased. When pressed, it was difficult for her to articulate any additional factors used to evaluate my request for assistance.

The required repairs were quoted to be almost \$ 4,000. The car was purchased 8 months ago for \$6,000. Driving a car with a known defect, that has the potential to make a car stall and cut out while driving is a major safety issue. I am being punished for trying to be a responsible consumer by purchasing a low mileage vehicle. Had this car been driven even close to the "normal" amount of 1000mi/month, this defect would likely have been discovered more than 18 months before I purchased the vehicle, well within the 10year/120,000 mile warranty timeframe.

Nissan corporate has been gambling with the safety and lives of people, hoping to avoid making a costly repair to a known issue. This is not a case of driving a vehicle well outside the mileage limit (18,000 LESS than 120,000). This is not a case of driving a vehicle well outside the 10 year mark (8 months, purchased 5 days after the 10 year expiration!). This is Nissan valuing corporate greed and profits over consumer safety and satisfaction. Nissan is a billion dollar corporation. Any repair like this could easily be written off as debt and taken as a tax write off. They lose nothing by fixing this safety issue.

As a good corporate citizen, and as a decent person, it shouldn't be hard to make some kind of offer to help repair this known defect. There was no offer of any kind of assistance whatsoever. Not to pay for parts, not to pay for labor, not to split the costs of repairs in some fashion, NOTHING. They decided, arbitrarily, with no purported way to appeal their decision, to value their bottom line over

consumer safety and satisfaction.

I strongly object to this type of treatment. It is not just bad for me. It sets a poor precedent for other similarly situated consumers in the State of Oklahoma, not to mention the safety hazards posed to other innocent motorists should this known transmission issue cause a car to stop in the middle of the highway or street. To be told there is no appeals process or recourse for the decision the company made is an affront to the decency of the people of this State.

As an attorney of the Oklahoma Corporation Commission, I fight everyday for the people of Oklahoma to ensure their fair treatment by large public utilities. Even these large companies understand the importance of safety and customer satisfaction. They strive to provide a needed service to all, in a safe and reliable manner. Nissan should be expected to do nothing less. To provide a safe and reliable product at a reasonable cost. Hiding behind one half of a warranty term to avoid assisting a customer with a legitimate safety issue is insulting.

I implore you to let Nissan North America know that this is not the way to treat hard working consumers. Safety should be the number one priority for every auto maker, not profits. You can successfully run a company being mindful of both.

Desired Resolution:

Ideally, they would replace the transmission free of charge, pursuant to their warranty. However, I am willing to entertain any sort of cost sharing proposal. At this time, there has been no offer for any type of assistance.

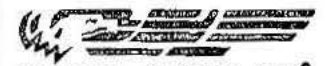


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