

CL-11524461-1000



STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

LETITIA JAMES
ATTORNEY GENERAL

DIVISION OF ECONOMIC JUSTICE
BUREAU OF CONSUMER FRAUDS AND PROTECTION

May 1, 2023

[REDACTED]
Franklin Square, NY [REDACTED]

Re: Our File Number: [REDACTED]
Subject: Nissan North America, Inc.

Dear [REDACTED]

On behalf of Attorney General Letitia James, I am writing to notify you that we have received your correspondence.

We appreciate your alerting us to this matter. We believe the agency shown below may be able to assist you and we are forwarding your correspondence there.

If you do not receive a response in the near future, please follow up directly with that agency. I suggest you attach a copy of this letter or, if appropriate, mention that you are adding new information.

Thank you for writing to our office. We will keep your correspondence on file for future reference.

Very truly yours,

[REDACTED]
Marisol Lugo
Bureau of Consumer Frauds and Protection

cc: National Highway Traffic Safety Administration
Office Of Defects Investigation
West Bldg, 1200 New Jersey Ave SE
Washington, DC 20590-0001

OFFICE OF THE ATTORNEY GENERAL LETITIA JAMES
STATE OF NEW YORK DEPARTMENT OF LAW



BUREAU OF CONSUMER FRAUDS AND PROTECTION
200 Old Country Road, Suite 240
Mineola, NY 11501-4239
Tel: (516)248-3301 | Fax (516)747-6432

Consumer Hotline
(800)771-7755
TDD (800)788-9898
<http://www.ag.ny.gov>

Intake Id

[REDACTED]

Complaint Bureau

Bureau Where You Filed Your Complaint

NASSAU

Your Information

First Name

[REDACTED]

Last Name

[REDACTED]

Your Business/Organization Name

Street Address

[REDACTED]

Address Line 2

City/Town

Franklin Square

State

NY

County

NASS

Zip/Postal Code

[REDACTED]

Country

US

Email Address

[REDACTED]

Phone Number

[REDACTED]

Alternate Phone Number

Subject of Your Complaint

Are you complaining about a person or a company?

COMPANY

Business Name

Nissan

Street Address

Address Line 2

City/Town

State

Zip/Postal Code

Email Address

Phone Number

Website

Additional Complaint Information

Location of Incident/Transaction

Nassau County

Date of Incident/Transaction

[REDACTED]

22

Name of Product or Service Nissan 2015 Rogue

Cost of Product or Service \$7,000

Method of Payment

Complaint Description

My transmission was part of a class action lawsuit against Nissan which resulted in an extended warranty. I fell just months outside of the extended warranty but am below the required mileage. Nissan never notified me that my transmission was part of that lawsuit and that I was entitled to having it replaced. I feel that for something this important it should have been recalled. However, I just found out that Nissan had incorrect information in their system regarding my car specifically such as it was pre-owned - which it was not. I drove it off the showroom. And that it had 3,000 miles when I bought it - on the bill of sale it states 24 miles. They are offering to only cover 50% of the cost of the new transmission but if other owners are receiving 100% of the cost covered, I most certainly should have the same benefit especially since they did not notify me when the warranty was extended due to the class action lawsuit.

Did you sign a contract? N

Was product or service advertised? N

Have you already complained to company/individual? Y

How? BY TELEPHONE

Complaint Date 2023-03-08

Person contacted Consumer Affairs

Job title Senior Executive Specialist

Nature of response They will only offer 50% instead of 100% as they are doing with other owners

Date of response 2023-03-20

Has matter been submitted to another agency or attorney? N

Is court action pending? N

What form of relief are you seeking, e.g., refund, credit, exchange, repair?

I would like Nissan to replace the faulty transmission for 100% of the cost as is being done with other Nissan owners with the same transmission model even if I am outside of the extended warranty by 8 months but 20,000 miles under the mileage limit that was set by the lawsuit.

Manufacturer of Product Nissan

Street Address

City/Town

State/Town

Zip/Postal Code

Product Model or Serial Number

Warranty Expiration Date

Did Business Arrange Financing?

Uploaded Documents

User Uploaded Document Names

[REDACTED]

Stringer v. Nissan North America, Inc.

WELCOME TO THE ROGUE-PATHFINDER-QX60 CVT SETTLEMENT WEBSITE

SUBMIT A CLAIM BY THE DEADLINE

CLICK HERE (<https://kccsecure.com/roguepathfinderqx60cvtsettlement>)

IF YOU HAVE A QUESTION ABOUT A CLAIM PLEASE DO NOT CALL OR WRITE TO THE COURT. PLEASE
SEND US AN EMAIL AT Admin@roguepathfinderqx60cvtsettlement.com
(<mailto:Admin@roguepathfinderqx60cvtsettlement.com>).

A Settlement has been reached in a class action lawsuit against Nissan North America, Inc. ("NNA"), regarding the Continuously Variable Transmissions ("CVTs") in 2014-2018 model year Nissan Rogue, 2015-2018 model year Nissan Pathfinder and 2015-2018 model year Infiniti QX60 vehicles ("Class Vehicles"). NNA denies it engaged in any wrongdoing. The Court did not rule in favor of either party.

On March 21, 2022, the Court held the Final Fairness Hearing in this case. The Court entered a written Order approving the proposed class action settlement on March 23, 2022. The Order is posted [here \(/media/3803416](#)

[/2022-03-23_order_judgment_granting_final_approval_of_class_action_settlement_award.pdf\)](#).

The Settlement became effective on May 23, 2022 and a warranty extension will be implemented on June 1, 2022. This website will be updated with further developments.

You are a Class Member and part of the Settlement if you purchased or leased a 2014-2018 model year Nissan Rogue, 2015-2018 model year Nissan Pathfinder or 2015-2018 model year Infiniti QX60 vehicle equipped with a CVT in the United States or its territories including Puerto Rico. This page contains a summary of the key benefits of the Settlement, important dates, and your rights and options. Additional details of the Settlement and your rights and options are included in the [Notice \(/media/3710232/nir_not_211217.pdf\)](#).

KCC Class Action Services LLC

Your legal rights are affected whether or not you act.
[Terms of Use \(http://www.kccllc.com/terms-of-use/\)](http://www.kccllc.com/terms-of-use/)
[Privacy Statement \(http://www.kccllc.com/privacy/\)](http://www.kccllc.com/privacy/)

IMPORTANT DATES

Opt-Out/Objection Deadline: (February 22, 2022)

Final Approval Hearing: (March 21, 2022)

Claims Deadline: (March 22, 2022, or 30 days after a qualifying transmission repair, whichever is later)

In filing this complaint, I understand that:

The Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from misleading or unlawful business practices. My filing this complaint does not mean that the Attorney General has initiated a lawsuit or proceeding on my behalf or that it will do so.

The Attorney General cannot give me legal advice or represent me in court. If I have any questions concerning my legal rights or responsibilities, I should contact a private attorney.

In order to resolve my complaint, the Attorney General may send a copy of my complaint and any documents I provide to the person or business about whom I am complaining and I authorize that person or business to release information concerning my complaint to the Attorney General.

The Attorney General works with other state, local and federal government agencies to investigate complaints and coordinate law enforcement and may also share my complaint with them. In addition, the Attorney General may use information from my complaint in legal proceedings to establish violations of law.

Any false statement made in this complaint are punishable as crimes, including under Section 175 and/or Section 210 of the Penal Law.

Signature

[REDACTED]

Date of Affirmation

03-20-2023

WARRANTY EXTENSION

Nissan will extend the terms of the New Vehicle Limited Warranty for the transmission assembly (including the valve body and torque converter) and Automatic Transmission Control Unit ("ATCU") in all Class Vehicles by twenty-four (24) months or twenty-four thousand (24,000) miles, whichever occurs first (the "Warranty Extension") as follows:

2014-2018 model year Nissan Rogue and 2015-2018 model year Nissan Pathfinder vehicles:

- The original coverage of 60 months or 60,000 miles, whichever comes first, will be extended to 84 months or 84,000 miles, whichever comes first.

2015-2018 model year Infiniti QX60 vehicles:

- The original coverage of 72 months or 70,000 miles, whichever comes first, will be extended to 96 months or 94,000 miles, whichever comes first.

The Warranty Extension will be subject to the terms and conditions of the original New Vehicle Limited Warranty applicable to the Class Vehicle.

Dealers will be able to make necessary warranty repairs under the Warranty Extension beginning on June 1, 2022.

REIMBURSEMENT PAYMENTS

SUBMIT A CLAIM (<https://kccsecure.com/roguepathfinderqx60cvtsettlement>)

Nissan will reimburse Class Members for parts and labor actually paid by the Class Member for qualifying repairs involving the replacement of or repair to the transmission assembly or ATCU of their Class Vehicle if the work was done after the expiration of the powertrain coverage under the original New Vehicle Limited Warranty but within the mileage and time limits of the Warranty Extension. If the replacement or repair was performed by a Nissan or Infiniti dealer, the full amount the Class Member paid will be reimbursed. If the replacement or repair was performed by a non-Nissan/Infiniti automotive repair facility, Nissan will reimburse up to \$5,000 for that replacement or repair. In both cases, the replacement or repair must have occurred on or within the mileage and time limits of the Warranty Extension. If you paid for repairs on more than one occasion, you can be reimbursed for all qualifying repairs subject to the above limits.

To receive a reimbursement payment, you must complete and submit a claim form by the deadline, along with appropriate documentation of the repair(s) for which you are seeking reimbursement.

YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING

You are included in the Settlement Class and, if the Settlement is approved, you will automatically receive a 24-month or 24,000-mile extension (whichever occurs first) of the warranty on the transmission of your Class Vehicle; be eligible for a Voucher towards the purchase or lease of a new Nissan or Infiniti vehicle for current or former owners of Class Vehicles, if you qualify; and be covered by an expedited resolution program through the BBB if you have a future claim related to your transmission.

SUBMIT A CLAIM

You do not have to do anything to be included in the Settlement Class, but to be eligible for reimbursement of qualifying transmission repairs, you must submit a Claim Form by the deadline. **The deadline to submit a Claim Form is on March 22, 2022, or within 30 days of the qualifying repair to your vehicle, whichever is later.**

OPT OUT OF THE SETTLEMENT

Ask to get out of the Settlement. You get no Settlement benefits, but keep your right to file your own lawsuit against Nissan. **Opt out requests must be postmarked no later than February 22, 2022.**

OBJECT

Remain a Class Member and tell the Court what you do not like about the Settlement. You will still be bound by the Settlement if the Court approves it. **Objections to the Settlement must be filed no later than February 22, 2022.**

If you want your own attorney to represent you, you must pay for him or her yourself. **Your attorney must file a Notice of Appearance by February 22, 2022.**

*Claim Forms must be submitted to the Settlement Administrator by March 22, 2022, or within 30 days of the qualifying repair to your vehicle, whichever is later.

No Settlement benefits will be distributed unless the Court approves the Settlement and it becomes final.

For more information, you may call 1-855-786-1043.



State of New York
Office of the Attorney General
28 Liberty Street
New York, NY 10005

CONSUMER FRAUDS & PROTECTION BUREAU

FIRST CLASS



US POSTAGE PAID BY FITNEY BOWES



ZIP 10005 \$ 000.60⁰
02 1W
0001395467 MAY 02 2023

TO: N. J. ...
OF ...
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