

[REDACTED]
West Palm Beach, FL [REDACTED]

To:

Nissan North America, Inc.
Attn: Consumer Affairs / Customer Support
P.O. Box 685003
Franklin, TN 37068-5003

Cc:

National Highway Traffic Safety Administration (NHTSA)**
Office of Defects Investigation (ODI)**
1200 New Jersey Avenue SE
Washington, D.C. 20590

Subject: Formal Complaint and Demand for Immediate Resolution – Defective
Driver Seat Airbag Module and Unreasonable Repair Delay
Vehicle: 2018 Nissan Altima – VIN: [REDACTED]

Dear Nissan North America and NHTSA Representatives,

I am writing to file a formal complaint and demand immediate corrective action regarding a serious safety defect in the driver seat airbag module of my 2018 Nissan Altima (VIN: [REDACTED]) and the unacceptable two-month delay—and counting—in obtaining the required replacement part. The part remains on indefinite back order with no estimated delivery date or timeframe provided by Nissan or the servicing dealership.

- Vehicle: 2018 Nissan Altima
- VIN: [REDACTED]
- Mileage: 71,274
- Servicing Dealership: Northlake Kia, Palm Beach Gardens, Florida]
- Service Order Number [REDACTED]
- Date of Initial Service Notification: [REDACTED]

ML

[REDACTED]
Formal Complaint and Demand for Immediate Resolution

On [REDACTED] I was informed by the service department at Northlake Kia that my vehicle's driver seat airbag module is defective and must be replaced. The dealership advised that the part is currently on national back order, with no estimated shipping or delivery date. I was also advised that this defect directly affects the airbag's ability to deploy correctly in the event of a crash, presenting a serious and immediate safety risk.

Since that date, I have repeatedly contacted both the dealership and Nissan Altima Parts Department on Blue Heron Blvd. Each time, I have been told that there is no further information and no projected availability date for the necessary part. More than two months have passed, and my vehicle remains unrepaired and unsafe to drive. This ongoing delay is unreasonable, unsafe, and in violation of Nissan's obligations under the National Traffic and Motor Vehicle Safety Act (49 U.S.C. Chapter 301). As you are aware, Nissan is legally required to:

1. Promptly notify owners of any safety-related defects, and
2. Provide a free and timely remedy to ensure that affected vehicles comply with all federal safety standards.

Nissan's failure to make the required replacement part available within a reasonable timeframe constitutes a failure to remedy a known safety defect as required by law. Moreover, it represents a breach of express and implied warranty obligations and potentially a violation of state consumer protection laws, including those prohibiting deceptive or unfair business practices.

As a direct result of Nissan's delay and lack of resolution:

- I have been unable to safely operate my vehicle since [REDACTED]
- I have not been provided a loaner vehicle, rental reimbursement, or compensation for the extended loss of use;
- I have incurred out-of-pocket costs for transportation and inconvenience; and

[REDACTED]
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- I remain at continued risk due to Nissan's failure to address a known safety defect in a timely and lawful manner.

This situation is not only a breach of Nissan's duty of care to its customers but also a failure to meet federal safety and consumer protection standards.

Formal Demand for Immediate Action

I am hereby demanding that Nissan:

1. Immediately provide a written update on the status and expected availability of the replacement driver seat airbag module for VIN [REDACTED]
2. Prioritize shipment and installation of this part at Northlake Kia upon availability;
3. Provide a comparable loaner vehicle or full reimbursement for loss of use during this delay; and
4. Provide written confirmation of Nissan's compliance with all federal safety and consumer protection requirements related to this defect.

If Nissan fails to provide a satisfactory written response within 10 business days of receipt of this letter, I will proceed with further legal and administrative action, including but not limited to:

- Filing a formal defect investigation request with the NHTSA Office of Defects Investigation (ODI);
- Submitting a consumer protection complaint to the Florida Attorney General's Office; and
- Considering civil litigation for breach of warranty, negligence, and violations of consumer protection statutes to recover damages, costs, and appropriate equitable relief.

Enclosed are the following:

- Service documentation and diagnostic report from Northlake Kia dated [REDACTED]
[REDACTED]

[REDACTED]
Formal Complaint and Demand for Immediate Resolution

- Correspondence with the dealership and Nissan Consumer Affairs; and
- Proof of vehicle ownership.

This matter involves a critical safety component and an unacceptable delay in providing a lawful and safe remedy. Nissan's lack of timely action has placed me, and potentially many other consumers, in ongoing danger. I expect immediate and written confirmation from Nissan detailing the specific steps being taken to resolve this matter without further delay.

Sincerely,

[REDACTED]

Enclosures:

- Service Documentation (Northlake Kia - [REDACTED])

NAPLETON NORTHLAKE KIA

3626 Northlake Boulevard
 Palm Beach Gardens, FL 33403
 Main: (561) 429-2061
 Fax: (561) 429-2081
 www.northlakekia.com

CUSTOMER

INVOICE

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Florida Registration Number: MV# 82588 VF# 1024070

SERVICE ADVISOR: 4010 ERIC DANIEL

BLACK	18	NISSAN	VIN	LICENSE	MILEAGE IN / OUT	TAG
DEL. DATE	PROD. DATE	MODEL	YEAR	PLATE	RATE	PAID
28JAN22 DD	19AUG25				CASH	10OCT25
R.O. OPENED		SOLD-STK:KTDH251643 ENG:2.5_Liter				

LINE	OPCODE	TECH	LIST	NET	TOTAL
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ESTIMATE: 0.00 TIME: 07:47 SA: 4010

CONTACT:

*****10/9 PART IS NOT IN STOCK. THANK YOU FOR DOING BUSINESS WITH US. YOUR COMPLETE SATISFACTION IS IMPORTANT TO US. IF YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING YOUR SERVICE VISIT, PLEASE CONTACT OUR SERVICE MANAGER AT [REDACTED]

ASSURANT



ARBITRATION AGREEMENT
 kind or nature that may arise out of or result from the servicing of the vehicle shall be settled by binding arbitration. The rules of the American Arbitration Association shall apply. The arbitration shall be held in Florida, and judgment upon the award rendered by any court having jurisdiction shall be enforceable as if it were an order of the court. In the event of a dispute, or payment for, the goods and services itemized above, the consumer shall be bound by the arbitration provision and its terms. Arbitrability shall not be waived by the consumer's failure to object to the arbitration provision at the time of purchase or lease of the vehicle.

*SHOP SUPPLY COSTS: We have included a charge for shop supplies and waste disposal. F.S. 403.718 requires a \$1.50 fee for each new or repaired vehicle.

By signing below, you acknowledge that you have read and understand the terms of this invoice and that the vehicle is being returned to you.

DATE CUSTOMER SIGNATURE

Section 501.98, Florida Statutes, requires that a consumer receive a copy of this invoice and address of the dealer. If you are unable to receive a copy, please contact the dealer. A copy of this invoice must be delivered by the United States Postal Service or by a nationally recognized carrier, return receipt requested, to the address at which the dealer is located.

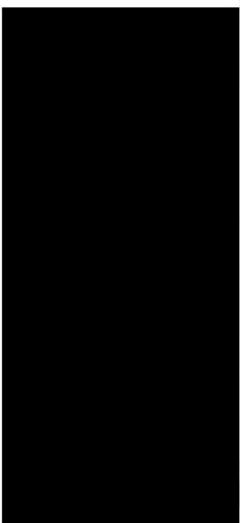
Customer X

Customer X

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

CUSTOMER COPY

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00



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