

FORMAL DEMAND FOR REPURCHASE & WRITTEN NOTICE OF WARRANTY VIOLATION

PURSUANT TO CALIFORNIA CIVIL CODE § 1793.2 & § 1794

DATE: May 20th, 2026

TO: National Highway Traffic Safety Administration (NHTSA)

RE: FAILURE TO HONOR WARRANTY, BAD FAITH EVASION, AND UNRESOLVED SAFETY RECALL (25V-655) * Registered Owner: [REDACTED]

- Authorized Representative: [REDACTED]
- Vehicle: 2020 Nissan Leaf (VIN: [REDACTED])
- Current Odometer: 99,934 miles (Strictly preserved under the 100k-mile Warranty)
- Service Facility: Tracy Nissan (3195 Naglee Rd, Tracy, CA 95304)
- Repair Order / Invoice #: [REDACTED]
- Corporate Case # [REDACTED] - 12-03-2026

I. STATUTORY WARRANTY ELIGIBILITY & TRANSFERABILITY

This vehicle was purchased with the explicit balance of Nissan's **8-year/100,000-mile Lithium-ion Battery Limited Warranty** fully intact and active. Under California's Song-Beverly Consumer Warranty Act, express warranties bind the manufacturer to honor all coverage terms regardless of subsequent changes in vehicle ownership. Nissan's obligation to repair or replace the defective battery pack is an absolute statutory requirement.

II. CHRONOLOGICAL EVIDENCE OF SUBSTANTIAL IMPAIRMENT

On September 8, 2025, the vehicle was delivered to Tracy Nissan due to an intermittent, severe safety defect: a **Sudden State of Charge (SOC) Drop**, where the battery capacity depleted from 60% to 20% within 1–2 seconds during active operation. This failure was fully documented via video and photographic evidence provided directly to the service department.

- **Official Verification:** After an extensive diagnostic window of approximately 5–6 weeks, Service Advisor **Jorge Zurita (ID: 170800)** and the Service Manager explicitly confirmed to me that their certified technician successfully duplicated and verified the severe rapid-discharge defect during a live test drive.
- **85-Day Unreasonable Delay:** The vehicle was held continuously from September 8, 2025, until December 2, 2025 (totaling **85 days in shop**), under the false pretense that the facility was awaiting authorized replacement parts.

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- **Corporate Bad-Faith Denial:** After nearly three months of deprivation of use, Nissan Corporate/Techline summarily denied the repair, absurdly claiming that a 40% near-instantaneous voltage collapse constituted "normal operation" because "all cells dropped evenly." The vehicle was returned to the consumer unrepaired on December 2, 2025.

III. EVIDENTIARY WARRANTY EVASION & INTENTIONAL LOSS OF USE

The vehicle's current odometer reads **99,932 miles**. Given that the substantial defect was formally presented and verified at **99,129 miles**, we contend that Nissan's corporate denial is a calculated, bad-faith effort to delay service until the odometer eclipses the 100,000-mile expiration threshold.

Consequently, since Nissan's wrongful denial in December 2025, we have been completely unable to drive our vehicle. We are forced to keep the vehicle parked solely to preserve the remaining 68 miles of warranty coverage and prevent Nissan from escaping its lawful liability. This has caused an egregious, ongoing **Loss of Use** and immense financial hardship for our household, which is a direct result of Nissan's deceptive tactics.

Pursuant to **California Civil Code § 1795.6**, the warranty period is automatically **tolled (paused)** from the date the vehicle is delivered for warranty repairs until the date it is returned repaired. Nissan cannot legally claim this vehicle is out of warranty, as the defect was documented and verified within the warranty parameters.

IV. GROSS NEGLIGENCE AND CONTRADICTION OF RECALL 25V-655

Nissan Consumer Affairs explicitly acknowledged that this exact vehicle is subject to **NHTSA Safety Recall 25V-655** (Severe Battery Fire Risk during Level 3 Quick Charging).

- It is a legal and technical absurdity for Nissan to issue an active federal safety recall warning of battery thermal runaway (fire), while simultaneously instructing its dealership to return a vehicle with a verified, severely malfunctioning battery pack under the guise of "normal operation."
- Forcing a consumer to drive an electric vehicle with a massive, unmitigated electrical defect is an act of gross corporate negligence that compromises public safety.

V. FORMAL STATUTORY DEMANDS

As a result of Nissan's failure to conform this vehicle to express warranties after an egregious 85 days in service and months of subsequent forced loss of use, we demand that Nissan North America provide a definitive resolution choosing one of the following within **10 business days**:

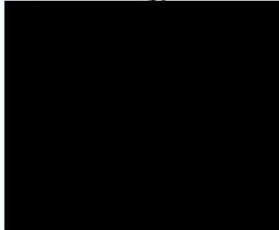
1. **Statutory Lemon Law Repurchase (Buyback):** Immediate restitution and repurchase of the vehicle pursuant to **California Civil Code § 1793.2(d)(2)**, including full

reimbursement of all collateral charges and significant damages for the intentional loss of use since December 2025.

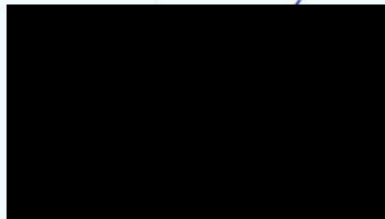
2. **Complete Warranty Compliance (Battery Replacement or Repair):** Immediate, unconditional authorization for a **full battery pack replacement or complete repair at zero cost**, fully honoring the active factory warranty. This must be backed by an official written acknowledgment that the mileage limit has been legally tolled due to Nissan's 3-month repair delay and subsequent forced parking.
3. **Written Mileage Tolling Confirmation:** Formal, written documentation verifying that the 100,000-mile threshold is extended by the exact mileage and time accumulated during the bad-faith diagnostic period and the months the vehicle sat unusable.

NOTICE OF INTENT TO SUE: If Nissan North America fails to provide a meaningful remedy within 10 business days, we will file a formal complaint with the California Attorney General and initiate a private Lemon Law suit. Under **California Civil Code § 1794**, a consumer may recover a civil penalty of up to **two times (200%) the amount of actual damages** for a manufacturer's willful violation of the Act.

Sincerely,



Registered Owner



Authorized Representative / Primary Driver)



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