

PE14-014

NISSAN

7/31/2014

REQUEST 4 DOCUMENTS

LEGAL FIELD REPORT

1

AUG 26 2013

John A. Clarke, Executive Officer/Clerk
By SHAUNZA WESLEY Deputy

1 CONSUMER LEGAL SERVICES, P.C.
2 M. Nicholas Nita, Esq. (SBN 225194)
3 2330 Long Beach Blvd.
4 Long Beach, California 90806
5 Telephone: (562) 424-3293
6 Facsimile: (562) 595-1849

7 Attorney for Plaintiff,
8 [REDACTED]

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 BC519539

12 [REDACTED] an)
13 individual,)

14 Plaintiff,)

15 v.)

16 NISSAN NORTH AMERICA, INC., a)
17 California corporation; and)
18 DOES 1 through 20, inclusive,)

19 Defendants.)

CASE NO.:
Assigned for all purposes to:
Dept.:

COMPLAINT FOR DAMAGES:

1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
2. Breach of Express Warranty under the Song-Beverly Warranty Act.
3. Breach of Express Warranty under the Magnuson-Moss Warranty Act.
4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.

JURY TRIAL DEMANDED

1 PLAINTIFF [REDACTED] hereby alleges and complains as
2 follows:

3 GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

4 1. Plaintiff is an individual, residing in the City of
5 Fontana, County of San Bernardino, in the State of California.

6 2. Defendant NISSAN NORTH AMERICA, INC. (hereinafter
7 referred to as "Manufacturer") is a corporation doing business in
8 the County of Los Angeles, State of California, and, at all times
9 relevant herein, was/is engaged in the manufacture, sale,
10 distribution, and/or importing of Nissan motor vehicles and
11 related equipment.

12 3. The true names and capacities, whether individual,
13 corporate, associate, or otherwise, of the Defendants, Does 1
14 through 20, inclusive, are unknown to Plaintiff who therefore sues
15 these Defendants by such fictitious names. Plaintiff will seek
16 leave to amend this Complaint to set forth their true names and
17 capacities when they have ascertained them. Further, Plaintiff is
18 informed and believes, and thereon alleges, that each of the
19 Defendants designated herein as a "Doe" is responsible in some
20 manner for the events and happenings herein referred to and caused
21 injury and damage to Plaintiff as herein alleged.

22 4. Plaintiff is informed and believes, and thereon alleges,
23 that at all times herein mentioned, Defendants, and each of them,
24 were the agents, servants, and/or employees of each of their Co-
25 Defendants. Plaintiff is informed and believes, and thereon
26 alleges, that in doing the things hereinafter alleged Defendants,
27 and each of them, were acting in the course and scope of their
28 employment as such agents, servants, and/or employees, and with

1 the permission, consent, knowledge, and/or ratification of their
2 Co-Defendants, principals, and/or employers.

3 5. Before May 23, 2013, Defendants, Manufacturer and Does
4 1 through 20 inclusive, manufactured and/or distributed into the
5 stream of commerce a **2013 Nissan Sentra VIN: 3N1AB7AP9DL** [REDACTED]
6 (hereinafter referred to as the "Vehicle") for its eventual
7 sale/lease in the State of California.

8 6. On or about May 23, 2013, Plaintiff purchased, for
9 personal, family, and/or household purposes, the subject Vehicle
10 from the Seller for a total consideration over the term of the
11 installment contract of \$35,139.52. Retail Installment Sale
12 Contract is in the possession of Defendants.

13 7. The subject Vehicle was/is a "new motor vehicle" under
14 the Song-Beverly Warranty Act.

15 8. Along with the purchase of the Vehicle, Plaintiff
16 received written warranties and other express and implied
17 warranties including, but not limited to, warranties from
18 Manufacturer and Seller that the Vehicle and its components would
19 be free from all defects in material and workmanship; that the
20 Vehicle would pass without objection in the trade under the
21 contract description; that the Vehicle would be fit for the
22 ordinary purposes for which it was intended; that the Vehicle
23 would conform to the promises and affirmations of fact made; that
24 Defendants, and each of them, would perform any repairs,
25 alignments, adjustments, and/or replacements of any parts
26 necessary to ensure that the Vehicle was free from any defects in
27 material and workmanship; that Defendants, and each of them, would
28 maintain the utility of the Vehicle for three years or 36,000

1 miles pursuant to the basic warranty, five years or 60,000 miles
2 pursuant to the drivetrain warranty, and would conform the Vehicle
3 to the applicable express warranties. (A copy of the written
4 warranty is in the possession of the Defendants).

5 9. Plaintiff has duly performed all the conditions on
6 Plaintiff's part under the purchase agreement and under the
7 express and implied warranties given to plaintiff, except insofar
8 as the acts and/or omissions of the Defendants, and each of them,
9 as alleged herein, prevented and/or excused such performance.

10 10. Plaintiff has delivered the Vehicle to the
11 Manufacturer's authorized service and repair facilities, agents
12 and/or dealers, including Seller, on several separate occasions
13 resulting in the Vehicle being out of service by reason of repair
14 of nonconformities. Repair Orders/Invoices are in the possession
15 of Defendants.

16 11. By way of example, and not by way of limitation, the
17 defects, malfunctions, misadjustments, and/or nonconformities with
18 Plaintiff's Vehicle include the following: the vehicle shakes and
19 stalls; engine clicking noise; brake noise; the vehicle shakes at
20 idle and the RPMs fluctuate; and vehicle jerks, among other
21 concerns.

22 12. Each time Plaintiff delivered the nonconforming Vehicle
23 to a Manufacturer-authorized service and repair facility,
24 Plaintiff notified Defendants, and each of them, of the defects,
25 malfunctions, misadjustments, and/or nonconformities existent with
26 the Vehicle and demanded that Manufacturer or its representatives
27 repair, adjust, and/or replace any necessary parts to conform the
28 Vehicle to the applicable warranties.

1 13. Each time Plaintiff delivered the nonconforming Vehicle
2 to a Manufacturer-authorized service and repair facility,
3 Defendants, and each of them, represented to Plaintiff that they
4 could and would conform the Vehicle to the applicable warranties,
5 that in fact they did conform the Vehicle to said warranties, and
6 that all the defects, malfunctions, misadjustments, and/or
7 nonconformities have been repaired; however, Manufacturer or its
8 representatives failed to conform the Vehicle to the applicable
9 warranties because said defects, malfunctions, misadjustments,
10 and/or nonconformities continue to exist even after a reasonable
11 number of attempts to repair was given.

12 **FIRST CAUSE OF ACTION**

13 (Breach of Implied Warranty of Merchantability under Song-
14 Beverly Warranty Act against all Defendants)

15 14. Plaintiff realleges each and every paragraph (1-14) and
16 incorporates them by this reference as though fully set forth
17 herein.

18 15. The distribution and sale of the Vehicle was accompanied
19 by the Manufacturer and Seller's implied warranty that the Vehicle
20 was merchantable.

21 16. Furthermore, Defendants, and each of them, impliedly
22 warranted, *inter alia*, that the Vehicle would pass without
23 objection in the trade under the contract description; that the
24 Vehicle was fit for the ordinary purposes for which it was
25 intended; that the Vehicle was adequately assembled; and/or that
26 the Vehicle conformed to the promises or affirmations of fact made
27 to Plaintiff.

28 17. As evidenced by the defects, malfunctions,

1 misadjustments, and/or nonconformities alleged herein, the Vehicle
2 was not merchantable because it did not have the quality that a
3 buyer would reasonably expect, because it could not pass without
4 objection in the trade under the contract description; because it
5 was not fit for the ordinary purposes for which it was intended;
6 because it was not adequately assembled; and/or because it did not
7 or could not be conformed to the promises or affirmations of fact
8 made to Plaintiff.

9 18. Upon discovery of the Vehicles's nonconformities,
10 Plaintiff took reasonable steps to notify Defendants, and each of
11 them, within a reasonable time that the Vehicle did not have the
12 quality that a buyer would reasonably expect and, further,
13 justifiably revoked acceptance of the nonconforming Vehicle.

14 19. Plaintiff hereby gives written notice and justifiably
15 revokes acceptance of the nonconforming Vehicle under the
16 Commercial Code sections 2607 and 2608. Plaintiff further demands
17 that the Manufacturer cancel the sale, take back the nonconforming
18 Vehicle, refund all the money expended, pay the difference between
19 the value of the Vehicle as accepted and the value the Vehicle
20 would have had if it had been as warranted, and/or pay damages
21 under the Commercial Code sections 2711, 2714, and 2715.

22 20. Plaintiff hereby gives written notice and makes demand
23 upon Manufacturer and Seller for replacement or restitution,
24 pursuant to Song-Beverly. Defendants, and each of them, knew of
25 their obligations under Song-Beverly; however, despite Plaintiff's
26 demand, Defendants and each of them, have intentionally failed and
27 refused to make restitution or replacement pursuant to Song-
28 Beverly.

1 21. As a result of the acts and/or omissions of the
2 Defendants, and each of them, Plaintiff has sustained damage in
3 the amount actually paid or payable under the contract, plus
4 prejudgement interest thereon at the legal rate. Plaintiff will
5 seek leave to amend this Complaint to set forth the exact amount
6 thereof when that amount is ascertained.

7 22. As a further result of the actions of Defendants, and
8 each of them, Plaintiff has sustained incidental and consequential
9 damages in an amount yet to be determined, plus interest thereon
10 at the legal rate. Plaintiff will seek leave to amend this
11 Complaint to set forth the exact amount of incidental damages when
12 that amount is ascertained.

13 23. As a further result of the actions of Defendants, and
14 each of them, Plaintiff has sustained damages equal to the
15 difference between the value of the Vehicle as accepted and the
16 value the Vehicle would have had if it had been as warranted.

17 24. As a direct result of the acts and/or omissions of
18 Defendants, and each of them, and in pursuing Plaintiff's claim,
19 it was necessary for Plaintiff to retain legal counsel. Pursuant
20 to Song-Beverly, Plaintiff, in addition to her other remedies, is
21 entitled to the recovery of her attorneys' fees based upon actual
22 time expended and reasonably incurred, in connection with the
23 commencement and prosecution of this action.

24 **SECOND CAUSE OF ACTION**

25 (Breach of Express Warranty under Song-Beverly Warranty Act
26 against all Defendants)

27 25. Plaintiff realleges each and every paragraph (1-25) and
28 incorporates them by this reference as though fully set forth

1 herein.

2 26. The Vehicle had defects, malfunctions, misadjustments,
3 and/or nonconformities covered by the warranty that substantially
4 impaired its value, use, or safety to Plaintiff.

5 27. Plaintiff delivered the Vehicle to Manufacturer or its
6 authorized repair facilities for repair.

7 28. Defendants, and each of them, failed to service or
8 repair the Vehicle to match the written warranty after a
9 reasonable number of opportunities to do so.

10 29. The acts and/or omissions of Defendants, and each of
11 them, in failing to perform the proper repairs, part replacements,
12 and/or adjustments, to conform the Vehicle to the applicable
13 express warranties constitute a breach of the express warranties
14 that the Manufacturer provided to Plaintiff, thereby breaching
15 Defendants' obligations under Song-Beverly.

16 30. Defendants, and each of them, failed to perform the
17 necessary repairs and/or service in good and workmanlike manner.
18 The actions taken by Defendants, and each of them, were
19 insufficient to make the Subject Vehicle conform to the express
20 warranties and/or proper operational characteristics of like
21 Vehicles, all in violation of Defendants' obligations under Song-
22 Beverly.

23 31. Plaintiff hereby gives written notice and makes demand
24 upon Manufacturer and Seller for replacement or restitution,
25 pursuant to Song-Beverly. Defendants, and each of them, knowing
26 their obligations under Song-Beverly, and despite Plaintiff's
27 demand, failed and refused to make restitution or replacement
28 according to the mandates of Song-Beverly. The failure of

1 Defendants, and each of them, to refund the price paid and payable
2 or to replace the Vehicle was intentional and justifies an award
3 of a Civil Penalty in an amount not to exceed two times
4 Plaintiff's actual damages.

5 32. As a result of the acts and/or omissions of Defendants,
6 and each of them, and pursuant to the provisions of the Song-
7 Beverly, Plaintiff is entitled to replacement of the Vehicle or
8 restitution of the amount actually paid or payable under the
9 contract, at Plaintiff's election, plus prejudgment interest
10 thereon at the legal rate. Plaintiff will seek leave of Court to
11 amend this Complaint to set forth the exact amount of restitution
12 and interest, upon election, when that amount has been
13 ascertained.

14 33. Additionally, as a result of the acts and/or omissions
15 of Defendants, and each of them, and pursuant to Song-Beverly,
16 Plaintiff has sustained and is entitled to consequential and
17 incidental damages in amounts yet to be determined, plus interest
18 thereon at the legal rate. Plaintiff will seek leave of the court
19 to amend this complaint to set forth the exact amount of
20 consequential and/or incidental damages, when those amounts have
21 been ascertained.

22 34. As a direct result of the acts and/or omissions of
23 Defendants, and each of them, and in pursuing Plaintiff's claim,
24 it was necessary for Plaintiff to retain legal counsel. Pursuant
25 to Song-Beverly, Plaintiff, in addition to other remedies, is
26 entitled to the recovery of her attorneys' fees based upon actual
27 time expended and reasonably incurred, in connection with the
28 commencement and prosecution of this action.

1 44. As a direct result of the Manufacturer and/or Seller's
2 acts and/or omissions, Plaintiff has suffered damages as set forth
3 herein. Therefore, Plaintiff is entitled to a judgment and the
4 following relief against all Defendants: (1) A declaration that
5 acceptance has been properly revoked by Plaintiff and for damages
6 incurred in revoking acceptance; (2) A refund of the purchase
7 price paid by Plaintiff for the Vehicle; (3) Cancellation of
8 Plaintiff's retail installment contract and payment in full of the
9 balance of same; (4) Consequential, incidental, and actual damages
10 to be proved at trial; (5) Costs and expenses including actual
11 attorneys' fees reasonably incurred; (6) Prejudgment interest at
12 the legal rate; and (7). Such other relief the Court deems
13 appropriate.

14 **FOURTH CAUSE OF ACTION**

15 (Breach of Implied Warranty under Magnuson-Moss Warranty Act
16 against all Defendants)

17 45. Plaintiff realleges each and every paragraph (1-45) and
18 incorporates them by this reference as though fully set forth
19 herein.

20 46. The above-described actions on the part of the Seller
21 constitute a breach of the implied warranties of merchantability
22 actionable under the Warranty Act, 15 USC 2301(7), 2308,
23 2310(d)(1), (2).

24 47. As a direct result of the Seller's acts and/or
25 omissions, Plaintiff has suffered damages as set forth herein.
26 Therefore, Plaintiff is entitled to judgment against all
27 Defendants declaring acceptance has been properly revoked by
28 Plaintiff and for damages incurred in revoking acceptance, for a

1 refund of the purchase price paid by Plaintiff for the Vehicle,
2 for cancellation of Plaintiff's retail installment contract and
3 for payment in full by Defendants and all of them on the balance
4 of the installment contract, for consequential, incidental, and
5 actual damages, for costs, prejudgment interest at the legal rate,
6 for actual attorneys' fees reasonably incurred, and such other
7 relief the Court deems appropriate.

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1 **WHEREFORE,** Plaintiff prays for judgment against all
2 Defendants, and each of them, as follows:

- 3 A. For replacement or restitution, at Plaintiff's election,
4 according to proof;
- 5 B. For incidental damages, according to proof;
- 6 C. For consequential damages, according to proof;
- 7 D. For a civil penalty as provided in Song-Beverly, in an
8 amount not to exceed two times the amount of Plaintiff's
9 actual damages;
- 10 E. For actual attorney's fees, reasonably incurred;
- 11 F. For costs of suit and expenses, according to proof;
- 12 G. For the difference between the value of the Vehicle as
13 accepted and the value the Vehicle would have had if it
14 had been as warranted;
- 15 H. For remedies provided in Chapters 6 and 7 of Division 2
16 of the Commercial Code;
- 17 I. For pre-judgment interest at the legal rate;
- 18 J. Such other relief the Court deems appropriate.

19
20 Date: 8-15-13

Respectfully submitted,
CONSUMER LEGAL SERVICES, P.C.

21
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23 By: _____

M. Nicholas Nita, Esq.
Attorney for Plaintiff,
[REDACTED]

IN THE CIRCUIT COURT OF THE
THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

Case No.: **13 011020**

[REDACTED] and
Plaintiffs,

v.

NISSAN NORTH AMERICA, INC.,
Defendant.

SUMMONS

THE STATE OF FLORIDA:
To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the complaint or petition, in this action on:

NISSAN NORTH AMERICA, INC.
By serving its Registered Agent:

LEXISNEXIS DOCUMENT SOLUTIONS, INC
1201 HAYS STREET
TALLAHASSEE, FL 32301

Each Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, Patrick J. Cremeens, Esq., whose address is 4707 W. Gandy Blvd., Suite 8, Tampa, FL 33611, within twenty (20) days after service of this summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against that Defendant for the relief demanded in the complaint or petition.

DATED on AUG 27 2013, 2013.

PATRICK J. CREMEENS, ESQ.
Florida Bar #0025848
The Law Office of Patrick J. Cremeens
4707 W. Gandy Blvd.
Suite 8
Tampa, Florida 33611
ph. (813) 839-2000 / fax (813) 839-3500
E-mail: admin@cremeenslaw.com



Clerk of the Court

By: VERONICA PHILLIPS
Deputy Clerk

VERONICA PHILLIPS

AUG 28 2013

Received by _____
James Kady #065 2nd Judicial Circuit
Served Date: _____ Time: 10:30am
JK

**IN THE CIRCUIT COURT OF THE
THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

Case No.:

[REDACTED] and
Plaintiffs,

v.

**NISSAN NORTH AMERICA, INC.,
Defendant.**

COMPLAINT AND JURY DEMAND

The Plaintiffs, **[REDACTED]**
(hereinafter "Plaintiffs"), by and through the undersigned counsel, files this Complaint and sues the Defendant, NISSAN NORTH AMERICA, INC. (hereinafter "Manufacturer"), for violations of the Magnuson Moss Warranty Act, 15 U.S.C. 2301 et al. (hereinafter "MMWA"), for defects associated with a 2013 Nissan Sentra, VIN: 3N1AB7AP2DL **[REDACTED]** (hereinafter "vehicle" or "subject vehicle") which was purchased from Autoway Nissan of Brandon in Tampa, Florida (hereinafter "Dealer") and warranted by Manufacturer.

STATEMENT OF JURISDICTION

1. The amount in controversy **DOES** exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00), exclusive of interest and costs.
2. Plaintiffs are individuals and a residents of Hillsborough County, Florida.
3. Defendant Manufacturer is a foreign corporation authorized to conduct business in the State of Florida, and at all times material hereto was engaged

in the regular practice of warranting and servicing automobiles in Hillsborough County, Florida.

4. Dealer is a Florida corporation authorized to conduct business in the State of Florida, and at all times material hereto was engaged in the regular practice of selling and servicing automobiles in Hillsborough County, Florida.

FACTS

5. On or about February 23, 2013, Plaintiffs purchased the vehicle from Dealer. See Exhibit 'A', attached hereto.
6. Along with the purchase of the vehicle, Plaintiffs received an express warranty from Manufacturer. See Exhibit 'B', attached hereto.
7. Specifically the relevant terms of the warranty were as follows:
 - (a) Manufacturer's 3-year/36,000 mile bumper-to-bumper warranty covered the vehicle.
 - (b) Manufacturer promised in the express warranty that Manufacturer would repair defects and replace defective parts within the specified time frame above, through its own authorized servicing agents as defined in the express warranty.
8. Plaintiffs have taken the vehicle to Dealer, as authorized servicing agent for Manufacturer, pursuant to the warranty, a combined total of at least four (4) times for repairs of defects and/or defective parts, including complaints about the performance of the vehicle's brake and airbag systems, which are component parts that are covered under the express warranty. See Composite Exhibit 'C', attached hereto.

9. A summary of said repairs is as follows:

<u>DATE</u>	<u>DAYS</u>	<u>MILE</u>	<u>RO#</u>	<u>COMPLAINT</u>
4/8/13	3	2070	321818	<p>Interior: Customer states interior panels coming off. (Leather and recall xmisc necessary to order new side panels for headliner at windshield. Not fitting properly coming loose over bumps).</p> <p>Brakes: Customer states when at stop sign and foot on brake pedal goes to the floor and customer has to pump pedal to get brakes back. Happened a couple of times, now there is a noise. (Perform diagnosis on brake pedal going down and noise in brakes, replace master cylinder ASM bleed and adjust brakes).</p> <p>Windows: Customer states D/S window bezels loose, has to keep putting back in place. (Window switch door bezels are operating as designed, showed customer other Sentra and they are the same).</p> <p>Airbag System: Customer states when husband is sitting in front seat the air back light blinks on and off [husband is 200 lbs.]. (Perform zero relearn to airbag system).</p> <p>Upholstery: Customer states stain on D/S seat bottom, P/S seat getting black [vehicle is supposed to have a protectant on seats to prevent this please check]. (Remove stain from driver side seat bottom).</p> <p>Engine Idle: Recall 3212, engine idle. (Perform recall).</p>
4/19/13	39	2403	323382	<p>Front Seats: Customer states both front seat sides are coming loose. (Replace right front seat side bezel, replace left front seat side bezel).</p>

Engine: Customer states after driving for 30 miles and putting car in park then turn off A/C the vehicle stalls. (Check engine idle, perform idle relearn. Also reset target idle. Vehicle road-tested by factory representative, operating normally at this time).

Brakes: Customer states when stopped at a traffic light with foot on brake and letting up slightly to move up in line then pushing brake pedal to stop, brake pedal goes to floor. (Check complete brake system, road test by factory rep, unable to duplicate concern, operating normally at this time).

6/1/13 5 2760 328823 **Brakes:** Brake concern, when stopping pedal to floor. (Road test vehicle for brake pedal going to floor, contact tech line, unable to verify concern at this time, vehicle operating normally).

Brake Noise: Rear brake noise. (Road test vehicle for noise in brakes, remove rear brake drums and lubricate wheel cylinder slides, re road test, vehicle noise is gone).

6/29/13 21 3389 332297 **Vehicle Noise:** Customer states when stopping at the end of the stop there is a noise coming from the rear of the vehicle on the right side. (Road test vehicle unable to duplicate concern, vehicle operating as designed).

Brakes: Customer states when at a stop brake pedal goes to the floor and they hear a clicking sound, has to use the E-brake to stop at times. (Road test vehicle unable to duplicate concern, vehicle operating as designed).

Front Seats: Customer states both seat moldings keep falling off check and advise. (Re-secure seat panels).

10. In addition to the above-summary, in or around June 2013, the vehicle's pedal brake completely failed to engage, which resulted in a collision that was solely caused by the brakes' failure.
11. Manufacturer participated in at least one repair attempt and had notice of the vehicle's unrepaired defects both directly and through Dealer, its authorized servicing agent under the warranty. See Composite Exhibit 'C'.
12. Despite the repair attempts, the defects have not been adequately repaired and the vehicle remains in a defective condition, including the brake system, which is a problem that is becoming progressively worse with the passage of time.
13. Manufacturer's inability or refusal to perform warranty repairs, despite that the vehicle was defective, is in derogation of Manufacturer's obligation to Plaintiffs under the express warranty.

COUNT 1

BREACH OF EXPRESS WARRANTY UNDER MMWA, 15 U.S.C. 2310(d)(1)

14. Plaintiffs incorporate and adopt paragraphs 1 to 13 as though fully set forth herein.
15. Plaintiffs are "consumers" as defined in the MMWA, 15 U.S.C. 2301(3).
16. The vehicle is a "consumer product" as defined in the MMWA, 15 U.S.C. 2301(1).
17. The vehicle was manufactured and purchased after July 4, 1975.

18. The express written warranty is a "written warranty" as defined in the MMWA, 15 U.S.C. 2301(6).
19. Manufacturer is a "supplier" and "warrantor" as defined in the MMWA, 15 U.S.C. 2301(4), (5).
20. The vehicle's failures, including the defective brake and airbag systems, are the direct result of one or more defects in manufacturing workmanship or materials.
21. The vehicle's defects could not reasonably have been discovered by Plaintiffs prior to Plaintiffs' purchase of the vehicle.
22. Plaintiffs have provided Manufacturer with notice and reasonable opportunity to cure the vehicle's defects.
23. The express written warranty was part of the basis of the bargain of the contract, upon which Plaintiffs relied, for the purchase of the vehicle.
24. The vehicle has not been properly repaired under such express warranty and continues to be in a defective condition through no fault of Plaintiffs.
25. Manufacturer's failure or refusal to adequately repair the above-described defects is a breach of the express warranty.
26. The express warranty has failed of its essential purpose.
27. Plaintiffs have been damaged as a result of Manufacturer's failure to comply with the express warranty.
28. All conditions precedent prior to bringing this action have occurred, have been performed, or have been waived.

WHEREFORE, Plaintiffs pray that judgment be entered against Manufacturer:

- A. For the difference in value of the vehicle as promised and as actually delivered;
- B. For special circumstantial damages in a proximate amount to be determined at or before trial;
- C. For actual, incidental, and consequential damages;
- D. For costs, interest and actual attorneys' fees pursuant to 15 U.S.C. 2310(d)(2); and
- E. For such other relief this Court deems appropriate.

JURY TRIAL DEMAND

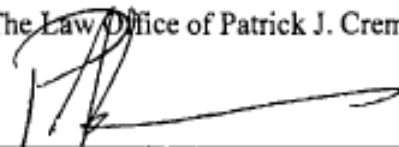
29. Plaintiffs hereby demand trial by jury.

DATED: _____

8/26/13

Respectfully submitted,

The Law Office of Patrick J. Cremeens, P.L.



Patrick J. Cremeens, Esq.
Fla. Bar No. 0025848
De'Anne A. Jackson, Esq.
Fla. Bar No. 099005
4707 W. Gandy Boulevard, Suite 8
Tampa, Florida 33611
Phone (813) 839-2000 / Fax (813) 839-3500
Primary e-mail: admin@cremeenslaw.com
Attorneys for Plaintiffs, Bryant Naccaratto
and Ashley Pantaleon

EXHIBIT "A"

PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW USED DEMO PREVIOUS SHORT TERM LEASE EXECUTIVE VEHICLE OTHER
 DATE 02/21/2013 DEAL #292397 SALES #1 F&I MGR. MCCAW, LINDSEY C
 STOCK # [REDACTED] CUSTOMER # [REDACTED] SALES #2 LEADINGHAM, MARK SALES MGR BENNANI, YACINE LAHKI

Purchaser: [REDACTED] DL# [REDACTED] DOB [REDACTED]
 Co-Purchaser: [REDACTED] DL# [REDACTED] DOB [REDACTED]
 Street Address: [REDACTED] City BRANDON State FL Zip [REDACTED]
 Home Phone: [REDACTED] Bus Phone: [REDACTED] Cell Phone: [REDACTED]
 E-Mail Address: [REDACTED] TPP Number: [REDACTED]

Year 2013 Make Nissan Model SENTRA Body Type SD Vehicle Identification No. 3N1AB7AP2D1
 No. Cyl 4 Engine Size [REDACTED] Transmission A Color AMETHYST CRAY Mileage 19

TRADE-IN VEHICLE #1
 YEAR 2000 MAKE BMW MODEL 323T BODY TYPE SD
 STOCK # [REDACTED] MILEAGE 152532 ACTUAL INACCURATE
 COLOR/TRIM PLATE# [REDACTED] DECAL # [REDACTED]
 VIN # WBAAM3343YF [REDACTED]

TRADE-IN VEHICLE #2
 YEAR [REDACTED] MAKE [REDACTED] MODEL [REDACTED] BODY TYPE [REDACTED]
 STOCK # [REDACTED] MILEAGE [REDACTED] ACTUAL INACCURATE
 COLOR/TRIM [REDACTED] PLATE# [REDACTED] DECAL # [REDACTED]
 VIN # [REDACTED]

LIENHOLDER / PAYOFF INFORMATION
 LIENHOLDER [REDACTED]
 ADDRESS [REDACTED]
 PHONE [REDACTED] ACCOUNT # [REDACTED]
 PAYOFF [REDACTED] ESTIMATE/ACTUAL [REDACTED]
 GOOD TILL [REDACTED] VERIFIED BY [REDACTED]

The balance owed on your Trade-In Vehicle(s) as disclosed above is based on the information you have provided to Us. This payoff amount is only an estimate. We have not been able to confirm the exact balance owed as of the date of this Agreement. If We tender payment to payoff the remaining balance(s) owed, You authorize the Lienholder(s) to release the title(s) to the Trade-In(s) to Us. If the actual amount of the balance owed on the Trade-In Vehicle(s) is greater than the amount of the balance owed as listed in this Agreement, You agree to pay the difference to Us within 48 hours of Our demand. If the actual amount of the balance

Purchaser guarantees that the Trade-In Vehicle _____ HAS _____ HAS NOT (f) been in an accident requiring repairs in excess of \$2,000 (f) is welded or bent frame (d) suffered flood damage (N) been designated as a "salvage vehicle" or "restored salvage" by any agency (v) liens or encumbrances other than as represented (v) sustained substantial physical damage (v) latent mechanical defects. Purchaser agrees to be liable for any damages Seller may incur if any of the above statements are untrue including attorneys' fees and costs.
 If Purchaser checked "HAS" above, specify details:
 [REDACTED]

OPTIONAL ACCESSORIES (SUPPLY PRODUCT SERVICE) You have elected to purchase the optional items listed. The Dealer does not require you to purchase any of these items. The amount for these items represents cost and profit to the Seller. See TERMS AND CONDITIONS on reverse side.
 This charge represents costs and profit to the Dealer for items such as inspecting, cleaning, adjusting vehicles, and preparing documents related to the sale.

WARRANTY STATEMENT
 WE ARE SELLING THIS VEHICLE TO YOU AS-IS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE INDICATED BELOW. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. WE DISCLAIM ALL WARRANTIES AND AUTHORITY FOR ANY OTHER PERSON TO ASSURE

ITEMIZATION OF COSTS	
SELLING PRICE	\$ 17,662.13
SELLER INSTALLED EQUIPMENT: The following options which have been provided through your dealer, are not products of the manufacturer. Please note that any warranty on these items is not through the manufacturer and should the need arise, you should contact your dealer or the vendor that provided the option.	
OPTIONAL ACCESSORIES/PRODUCTS/SERVICES*	+
ADDED EQUIPMENT/ACCESSORIES	+ 1,299.00
TIRE AND WHEEL PROTECTION 5 YRS	+ 369.00
APPEARANCE PROTECTION 5 YR	+ 499.00
TOTAL SELLING PRICE INCLUDING ACCESSORIES	= 19,829.13
LESS: DISCOUNT AND/OR TRADE-IN ALLOWANCE	- 500.00
CASH DIFFERENCE	= 19,329.13
DEALER SERVICE FEE**	+ 699.95
FLORIDA BATTERY FEE	+ 1.50
FLORIDA TIRE FEE	+ 5.00
TAG AGENCY/ELEC FILING FEE**	+ 98.75
SUBTOTAL	= 20,134.33
SALES TAX @ 6.00%	+ 1,208.06
HILLSBOROUGH COUNTY SURTAX @.00%	+ 50.00
COUNTY TAX ON PRODUCTS @ 1.00%	+ 3.69
MVWEA	+ 2.00
REG/TAG/TITLE/FEES	+ 165.40
SUBTOTAL	= 21,563.48
BALANCE OWED ON TRADE-IN	+ n.a.
	+ n.a.
	+ n.a.
	+ n.a.
	+ n.a.
	+ n.a.

Purchaser [REDACTED] DL# [REDACTED]
 Co-Purchaser [REDACTED] DL# [REDACTED] DOB [REDACTED]
 Street Address [REDACTED] City BRANDON State FL Zip [REDACTED]
 Home Phone [REDACTED] Bus. Phone [REDACTED] Call Phone -- [REDACTED]
 E-Mail Address [REDACTED] TPP Number [REDACTED]

Year 2013 Make Nissan Model SENTRA Body Type SD Vehicle Identification No. 3N1AB7AP2DL [REDACTED]
 No. of Cyl 4 Engine Size [REDACTED] Transmission A Color AMETHYST GRAY Mileage 19

TRADE-IN VEHICLE #1
 YEAR 2000 MAKE BMW MODEL 323I BODY TYPE SD
 STOCK # YFP79327 MILEAGE 152532 ACTUAL INACCURATE
 COLOR/TRIM PLATE [REDACTED] DECAL # [REDACTED]
 VIN # WBAAM3343YF [REDACTED]

ITEMIZATION OF COSTS
SELLING PRICE \$ 17,662.13
SELLER INSTALLED EQUIPMENT: The following options which have been provided through your dealer, are not products of the manufacturer. Please note that any warranty on these items is not through the manufacturer and should the need arise, you should contact your dealer or the vendor that provided the option.

TRADE-IN VEHICLE #2
 YEAR [REDACTED] MAKE [REDACTED] MODEL [REDACTED] BODY TYPE [REDACTED]
 STOCK # [REDACTED] MILEAGE [REDACTED] ACTUAL INACCURATE
 COLOR/TRIM [REDACTED] PLATE [REDACTED] DECAL # [REDACTED]
 VIN # [REDACTED]

OPTIONAL ACCESSORIES/PRODUCTS/SERVICES*
 + n.a.
ADDED EQUIPMENT/ACCESSORIES + 1,299.00
 + n.a.
 + n.a.
 + n.a.

LIENHOLDER / PAYOFF INFORMATION
 LIENHOLDER [REDACTED]
 ADDRESS [REDACTED]
 PHONE [REDACTED] ACCOUNT # [REDACTED]
 PAYOFF n.a. ESTIMATE/ACTUAL [REDACTED]
 GOOD TILL [REDACTED] VERIFIED BY [REDACTED]

+ n.a.
TIRE AND WHEEL PROTECTION 5 YRS + 369.00
 + n.a.
 + n.a.
APPEARANCE PROTECTION 5 YR + 499.00
 + n.a.
 + n.a.

The balance owed on Your Trade-In Vehicle(s) as disclosed above is based on the information you have provided to Us. This payoff amount is only an estimate. We have not been able to confirm the exact balance owed as of the date of this Agreement. If we lender payment to payoff the remaining balance(s) owed, you authorize the Lienholder(s) to release the title to the Trade-In(s) to Us. If the actual amount of the balance owed on the Trade-In Vehicle(s) is greater than the amount of the balance owed as listed in this Agreement, you agree to pay the difference to Us within 48 hours of Our demand, if you

TOTAL SELLING PRICE INCLUDING ACCESSORIES = 19,829.13
 LESS: DISCOUNT AND/OR TRADE IN ALLOWANCE - 500.00
CASH DIFFERENCE = 19,329.13

Purchaser guarantees that the Trade-In Vehicle [REDACTED] HAS had not to been in an accident requiring repairs in excess of \$2,000 (3) a welded or bent frame (4) suffered flood damage (4) been designated as a "salvage vehicle" or "restored salvage" by any agency (5) liens or encumbrances other than as represented (6) sustained substantial physical damage (6) latent mechanical defects. Purchaser agrees to be liable for any damages Seller may incur if any of the above statements are untrue including attorney's fees and costs.
 If [REDACTED]
 X [REDACTED]

DEALER SERVICE FEE** + 699.95
 FLORIDA BATTERY FEE + 1.50
 FLORIDA TIRE FEE + 5.00
 TAG AGENCY/ELEC FILING FEE** + 98.75
 + n.a.
SUBTOTAL = 20,134.33
SALES TAX @ 6.00% + 1,208.06
HILLSBOROUGH COUNTY SURTAX @ 0.00% + 50.00
COUNTY TAX ON PRODUCTS @ 1.00% + 3.69
 MYWEA + 2.00
REG/TAG/TITLE/FEES + 165.40
SUBTOTAL = 21,563.48

*OPTIONAL ACCESSORIES/PRODUCTS/SERVICES: You have elected to purchase the optional items listed. The Seller does not require you to purchase any of these items. The amount for these items represents cost and profit to the Seller. See TERMS AND CONDITIONS on reverse side.
 **This charge represents costs and profit to the Dealer for items such as inspecting, cleaning, adjusting vehicles, and preparing documents related to the sale.

BALANCE OWED ON TRADE-IN + n.a.
 + n.a.
 + n.a.
 + n.a.
 + n.a.
 + n.a.
TOTAL DUE = 21,563.48

WARRANTY STATEMENT
 WE ARE SELLING THIS VEHICLE TO YOU AS IS AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE INDICATED BELOW. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. WE NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED GOODS AND SERVICES. IF WE SELL A SERVICE CONTRACT ON OUR OWN BEHALF, ANY IMPLIED WARRANTIES WILL APPLY ONLY WITH RESPECT TO THE ITEMS COVERED IN THE SERVICE CONTRACT.
 CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
 USED VEHICLE LIMITED WARRANTY APPLIES. We are providing the attached Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties are limited in duration to the term of the Used Vehicle Limited Warranty.

FACTORY CASH / REBATE ASSIGNED TO SELLER - n.a.
DEPOSIT / PARTIAL PAYMENT - 3,400.00
 DEPOSIT / PARTIAL PAYMENT - n.a.
UNPAID BALANCE DUE = 18,163.48

By signing below, I represent that I am at least 18 years of age and have authority to enter into this Agreement. I have read the terms and conditions of this Agreement, including those that appear on the reverse side (which I agree to the same as if they were printed above my signature) and hereby acknowledge that this Agreement is complete and accurately reflects the negotiations and agreements between the Seller and myself. If I did not understand any of the above, I have had my own representative present and accurately reflects the negotiations and agreements between the Seller and myself. I have had the opportunity but have elected not to do so (all of the above and foregoing).

EXHIBIT “B”



2013
WARRANTY INFORMATION BOOKLET

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WARRANTY COVERAGE AT A GLANCE

1

Summary of Warranty Coverage*

	0 miles	90,000 miles
Basic Coverage	36 months / 36,000 miles	
Corrosion Coverage (Perforation)	60 months / unlimited mileage	
Powertrain Coverage	60 months / 60,000 miles	
Federal Emission Performance	24 months / 24,000 miles	
Federal Emission Defect	36 months / 36,000 miles	
Federal Emission Long Term Defect	96 months / 80,000 miles	
California Emission Performance	36 months / 50,000 miles	
California Emission Defect	36 months / 50,000 miles**	
California Emission Long-Term Defect	84 months / 70,000 miles**	
Seat Belt	120 months/unlimited mileage	

* See the express terms of the appropriate warranty printed in this booklet, which terms control if there is a conflict with this chart.

** California emissions for Altima SULEV (non-PZEV) and Sentra SULEV (non-PZEV) ONLY; Long-term defect warranty coverage is 8 years / 100,000 miles, whichever occurs first.

NISSAN CARES...

Both Nissan and your Nissan dealer are dedicated to serving all your automotive needs. Your complete satisfaction with your vehicle and your Nissan dealer are our primary concerns. Your Nissan dealer is always available to assist you with all your automobile service requirements.

If, however, a situation arises that you believe has not been addressed to your satisfaction, we ask that you take the following steps:

STEP 1:

Discuss the situation with the dealership's manager. If a problem still exists, contact the dealership's Consumer Affairs Manager or owner. They are best equipped to resolve the matter for you.

STEP 2:

If the concern has still not been addressed to your satisfaction, please contact our (Nissan's) Consumer Affairs Department using our toll free number:



The Consumer Affairs Department will ask for the following information:

- Your name, address, and telephone number
- Vehicle identification number (on dashboard)
- Date of purchase
- Current odometer reading
- Your Nissan dealer's name
- Details of the concern

Or you can write to Nissan with the above information at:

Nissan North America, Inc.
Consumer Affairs Department
P.O. Box 685003
Franklin, TN 37068-5003

STEP 3:

In the event that you believe Nissan has been unable to satisfactorily address the issue with your vehicle, a special automotive complaint resolution program called **BBB AUTO LINE** is available to you. The **BBB AUTO LINE** program is independently operated by the Council of Better Business Bureaus, Inc. (BBB).

For information about the **BBB AUTO LINE** in your area, please call us (Nissan) at the same toll free number 1-800-NISSAN-1 (1-800-647-7261). We will be happy to provide you with information about **BBB AUTO LINE**. Or, you may contact the BBB directly at:

BBB Auto Line
Council of Better Business Bureaus, Inc.
3033 Wilson Blvd.
Suite 600
Arlington, VA 22201
1 (800) 955-6100

If you call the BBB, its staff will take down details of your complaint by telephone. They will ask for the same information as described in Step 2.

The **BBB AUTO LINE** program consists of two parts, **mediation** and **arbitration**. The BBB will attempt to assist you to resolve the problem during mediation. If a satisfactory resolution has not been achieved during mediation, you will have the opportunity to personally present your case before an impartial arbitrator or three-person panel. The arbitrator(s) will make a decision after the arbitration hearing.

The BBB will, in most cases, send you a final decision within forty (40) days (plus 7 if you have not contacted the proper person from the dealership or Nissan) unless you delay the process. If you accept the decision, it will be legally binding on you and Nissan. If you do not accept the decision, it will not be legally binding on you or Nissan. However in some states, if the decision is not accepted, it may be introduced either by you or by Nissan, as evidence in any potentially related court action.

(Continued on next page)

BBB AUTO LINE is an informal dispute settlement mechanism operated to comply with applicable Federal law and regulations. In states where BBB AUTO LINE is available, you are required to use BBB AUTO LINE before exercising rights or seeking remedies under Title I of the Federal Magnuson-Moss Warranty Act, 15 U.S.C. §2301, et. seq. If you choose to seek remedies other than those created by Title I of the Magnuson-Moss Warranty Act, (for example, under state law), that Federal Act does not require you to first use BBB AUTO LINE. The program is still available to you, however, and may be of considerable assistance. Some states specify that informal dispute settlement mechanisms such as BBB AUTO LINE must be used before you may use state-operated complaint resolution processes, before you may file a lawsuit under state law, and/or before you may have certain other rights or remedies available under state law. In accordance with those states' laws, Nissan requires the prior use of BBB AUTO LINE in good faith before you resort to such other processes, file a lawsuit, or seek other remedies provided by state law. Please see the "Supplement to 2013 Nissan Warranty Information Booklet & 2013 Nissan OWNER'S MANUAL" for additional information.

BBB AUTO LINE may not be available in all states. We, Nissan, would be pleased to provide you with information about the availability of BBB AUTO LINE in your state, or call the BBB AUTO LINE number listed above.

For additional information on the Auto Line program, please refer particularly to the information on your state in the "Supplement to 2013 Nissan Warranty Information Booklet, and 2013 Nissan OWNER'S MANUAL".

ASSISTANCE OUTSIDE OF WARRANTY

In our continuing effort to convey our commitment to service and customer satisfaction, Nissan may occasionally offer to pay or reimburse for part or all of the cost of making certain, specific repairs beyond or outside of the terms of the warranty for some specific vehicle models. (Some states refer to such programs as "adjustment programs"). In such circumstances Nissan mails notices to all known registered owners of affected vehicles. You may additionally inquire of your authorized Nissan dealer or of Nissan directly at the number listed below of the applicability of such programs to your vehicle.

Nissan may occasionally offer special assistance that may pay for part or all of vehicle repairs beyond the expiration of the limited warranty period on a case by case basis. Should you experience unusual difficulties with your vehicle please discuss the situation with your dealer. If your dealer is unable to assist you, you may call the Nissan Consumer Affairs Department at 1-800-NISSAN-1 (1-800-647-7261) to discuss your concern. You will need to provide the Model, Model Year, VIN (Vehicle Identification Number), mileage, maintenance history, a detailed explanation of the concern, and why you believe that Nissan should be responsible for the repair. Your request will be individually investigated and you will be informed of Nissan's decision.



1-800-NISSAN-1
(1-800-647-7261)

Please review the "Supplement to the 2013 Nissan Warranty Information Booklet & 2013 Nissan OWNER'S MANUAL" for important information concerning consumer rights in your state.

WHO IS THE WARRANTOR

Nissan warrants all parts of your 2013 Nissan vehicle supplied by Nissan, except for those listed elsewhere under the caption "WHAT IS NOT COVERED."

APPLICABILITY

- This warranty is provided to the original and subsequent owner(s) of a Nissan vehicle originally distributed by Nissan which is originally sold by a Nissan authorized Nissan dealership in the United States, and which is registered in the U.S. and normally operated in the United States (including Alaska and Hawaii), the United States territories (specifically Guam, Saipan, American Samoa, Puerto Rico and the U.S. Virgin Islands), and Canada.
- This warranty is generally transferable from the original "owner other than a Nissan dealer" (OWNER) to subsequent owners of the vehicle at any time ownership of the vehicle is transferred, without any action on your part; except that this warranty is not transferable but is instead VOID if during the first six months after delivery to the original OWNER: (1) ownership of the vehicle is transferred from the original OWNER, and (2) the vehicle is registered outside of the United States.

- Your Nissan vehicle is manufactured to meet U.S. regulations and environmental requirements. With the exception of privately owned vehicles belonging to members of the U.S. military or employees and officers of the United States Government stationed abroad, this warranty does not apply if an otherwise covered vehicle is operated in, or relocated to, a country other than those listed above under this caption, except that it continues to apply if the vehicle is operated in full compliance with its proper use as described in the applicable OWNER'S MANUAL while touring outside of the United States, the U.S. territories or Canada for a period not exceeding sixty (60) consecutive days or sixty (60) days in any one 12 month period. Subject to the transferability restriction described above, this warranty applies to a relocated vehicle which is returned to, and is registered and normally operated in the United States, the U.S. territories or Canada, except for conditions due to the vehicle's foreign operation, e.g., use of inappropriate fuels or other fluids.

Nissan makes available to you, and you are specifically required by Federal Law to use BBB AUTO LINE [(800) 955-5100] before exercising rights or seeking remedies under the Federal Magnuson-Moss Warranty Act, 15 U.S.C. 52301, et. seq. You are not required to first use BBB AUTO LINE if you seek remedies not created by Title I of that Federal law, except that you are required to first use BBB AUTO LINE in good faith if you seek remedies created by state law, including your state's lemon law, if applicable state law provides for using a 703 compliant or similar process before filing suit. Please refer to pp. 2-3 of this booklet and the "Supplement to 2013 Nissan Warranty Information Booklet & 2013 Nissan OWNER'S MANUAL" for additional information.

(Continued on next page)

1 Nissan indicates Nissan North America, Inc., P.O. Box 685003, Franklin, TN 37068-5003 which distributes Nissan vehicles in the United States.

2 See the Owner's Manual for information relevant to proper operation of the vehicle, including the recommended fuels and fluids.

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS

EXTRA EXPENSES - LIMITATIONS OF DAMAGES

This warranty does not cover incidental or consequential damages such as loss of the use of the vehicle, inconvenience or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.

THE WARRANTY BEGINS

The warranty period begins on the date the vehicle is delivered to the first retail buyer or put into use, whichever is earlier.

FOR HOW LONG AND WHAT IS COVERED

■ **BASIC COVERAGE**

- The basic coverage period is 36 months or 36,000 miles, whichever comes first.
- This warranty covers any repairs needed to correct defects in materials or workmanship of all parts and components of each new Nissan vehicle supplied by Nissan subject to the exclusions listed under the heading "WHAT IS NOT COVERED" or, if the part is covered by one of the separate coverages described in the following sections of this warranty, that specific coverage applies instead of the basic coverage.
- Bedliners will be repaired to commercially acceptable standards subject to the conditions and limitations listed in "WHAT IS NOT COVERED."

■ **POWERTRAIN COVERAGE**

- The Powertrain coverage period is 60 months or 60,000 miles, whichever comes first.
- This warranty covers any repairs needed to correct defects in materials or workmanship.
- Powertrain coverage applies to components listed below under the headings, Engine, Transmission and Transaxle, Drivetrain, and Restraint System, supplied by Nissan subject to the exclusions listed under the heading "WHAT IS NOT COVERED".

ENGINE

Cylinder heads and block and all internal parts, rocker covers and oil pan, valve train and front cover, timing chain and tensioner, oil pump, water pump and fuel pump, fuel injectors, intake and exhaust manifolds and supercharger, flywheel, seals, and gaskets.

TRANSMISSION AND TRANSAXLE

Case and all internal parts, torque converter and converter housing, automatic transmission control module, transfer case and all internal parts, seals and gaskets, clutch cover and housing A/T cooler, and electronic transmission controls.

DRIVETRAIN

Drive shafts, final drive housing, and all internal parts, propeller shafts, universal joints, bearings, seals and gaskets.

RESTRAINT SYSTEM

Air bags and related electronic control systems.

■ **CORROSION COVERAGE (PERFORATION FROM CORROSION)**

Any body sheet metal panel supplied by Nissan found to have developed perforation (rust-through) due to corrosion in normal use is covered for 60 months, regardless of mileage, subject to the exclusions listed under the heading "WHAT IS NOT COVERED". No additional rust proofing applications are required. Perforation is a condition in which any body sheet metal panel has corroded from one surface through to another.

(Continued on next page)

TOWING COVERAGE

If your vehicle is inoperative due to the failure of a warranted part, during any of the New Vehicle Limited Warranties, including Emission and Seat-belt warranties, towing service to the nearest authorized Nissan dealership is covered.

ADJUSTMENT COVERAGE

Service adjustments not usually associated with the replacement of parts, such as wheel alignment, are covered only during the first 12 months or 12,000 miles, whichever comes first.

REFRIGERANT RECHARGE ONLY COVERAGE

Refrigerant recharge not associated with the repair or replacement of a warranted part is covered only during the first 12 months, regardless of the mileage.

NO CHARGE

Warranty repairs will be made at no charge for parts and/or labor (except for tires, in which case you may pay certain charges as noted above or as described in the applicable tire warranty found later in this booklet). Any needed parts replacement will be made using Genuine Nissan or Nissan approved new or remanufactured parts. Nissan reserves the right to make changes at any time, without notice, to production and service parts in their specifications, colors, and materials, including those used in connection with warranty repairs. For this reason, when approved by Nissan and at Nissan's discretion, functionally equivalent replacement parts may be used that do not exactly match the original production part.

OBTAINING WARRANTY SERVICE

- You must take the vehicle to an authorized Nissan dealer in the United States or Canada during regular business hours at your expense in order to obtain warranty service. The names and addresses of authorized Nissan dealers are listed in telephone directories and in WWW.NISSANUSA.COM.
- If you require warranty service outside of the United States (see terms under caption "APPLICABILITY"), contact an authorized Nissan dealer in that country.

MAINTENANCE, DATA ACCESS, AND RECORDS

As a condition of this warranty, you are responsible for properly using, maintaining and caring for your vehicle as outlined in your OWNER'S MANUAL and your NISSAN SERVICE & MAINTENANCE GUIDE, and maintaining copies of all maintenance records & receipts for review by Nissan.

You are also required to provide consent to give Nissan access to data stored on vehicle systems. Failure to do so is likely to result in the denial of warranty coverage.

Evidence of the performance of the required maintenance should be kept and presented as proof of such maintenance in connection with related warranty repairs. To assist you in maintaining appropriate records, the maintenance log located in your NISSAN SERVICE & MAINTENANCE GUIDE can be used along with supporting repair invoices, receipts and other such records.

WHAT IS NOT COVERED**GENERAL EXCLUSIONS**

This warranty does not cover damage, failures or corrosion resulting from or caused by:

- Failure to operate the vehicle in accordance with the OWNER'S MANUAL
- Misuse, such as using the vehicle to tow
- Failure of a component not covered by warranty
- Racing and competitive driving
- Theft, vandalism, fire, or flooding (including engine water ingestion)
- Accident, collision, being towed
- Repairs performed by anyone other than an authorized Nissan dealer
- Glass breakage, unless resulting from defects in material or workmanship
- Normal wear and tear, including dings, dents, chips, or scratches
- Damage caused by any automated or manually operated car wash or by using a pressure washer

Note that complaints related to failure to comply with proper use of the vehicle as described in the applicable OWNER'S MANUAL (including the lack of availability or use of proper fluid), or the vehicle's lack of compliance with local regulations or environmental requirements of any country (other than the U.S. or Canada) are NOT covered by this warranty.

(Continued on next page)

DAMAGE OR FAILURES DUE TO ALTERATION OR MODIFICATION

This warranty does not cover damage, failures or corrosion resulting from or caused by:

- Alteration, tampering, or improper repair.
- Installation of non-Nissan approved accessories or components.
- Improper installation of any Nissan approved after-market accessory or component.
- A vehicle whose odometer mileage has been altered, or the odometer repaired or replaced and the actual vehicle mileage cannot be correctly and readily determined.

SALVAGE TITLE

This limited warranty does not apply to any vehicle, and is rendered VOID if the vehicle is (or ever has been) issued a "salvage" or similar title including, but not limited to junk, scrap, rebuilt, or flood titles under any state's law; or has ever been determined to be a "total loss" or equivalent by any insurance company, such as by payment of a cash payment of claim in lieu of repairs because of a determination that the cost of repairs exceeded the actual cash value of the vehicle.

DAMAGE, FAILURES OR CORROSION FROM ENVIRONMENTAL CONDITIONS

This warranty does not cover damage, failures or corrosion resulting from or caused by:

- Stone chipping, chemical fallout (acid rain), tree sap, salt, hail, windstorm, lightning, flood or other environmental conditions.

- The items listed below are not covered under corrosion coverage (perforation from corrosion).

- Exhaust system components.
- Corrosion of outer trim parts, such as moldings. However, corrosion of outer trim parts is warranted for 12 months or 12,500 miles, whichever comes first.
- Corrosion other than perforation, such as cosmetic or surface corrosion due to defects in materials or workmanship. This is covered under the Basic Coverage of the New Vehicle Limited Warranty.
- Special bodies or equipment not manufactured or supplied by Nissan.

DAMAGE, FAILURES OR CORROSION DUE TO LACK OF OR IMPROPER MAINTENANCE OR REPAIRS

This warranty does not cover damage, failures or corrosion resulting from or caused by:

- Lack of performance of proper maintenance services as outlined in your NISSAN SERVICE & MAINTENANCE GUIDE.
- Fuel, fluids, or lubricants that are contaminated or that do not meet the specification as outlined in your OWNER'S MANUAL.
- Use of parts not equivalent in quality or design to parts supplied by Nissan.

MAINTENANCE SERVICE EXPENSE

This warranty does not cover normal maintenance services as specified in your NISSAN SERVICE & MAINTENANCE GUIDE such as engine tune-up; cleaning and polishing; wheel alignment; headlight aiming; replacement of filters; replacement of windshield wiper inserts, lubricants, coolant; worn brake shoes, pads, drums and rotors and worn clutch discs.

SEAT BELTS, TIRES, DROP-IN BEDLINERS AND EMISSION CONTROL SYSTEM

Seat belts, tires, drop-in bedliners and the emission control system are not covered by this warranty, but are covered by separate warranties.

NISSAN SPRAY-IN BEDLINERS

Nissan Spray-in Bedliners will be repaired to commercially acceptable standards which may include minor appearance differences from the original bedliner.

(See following pages for separate warranties which may apply to your Nissan, such as those covering vehicle emissions, seat belts, and tires.)

EMISSION DEFECTS WARRANTY

Nissan¹ warrants that your vehicle was designed, built and equipped to conform at the time of sale with all applicable United States emission standards.

This warranty covers any repairs needed to correct defects in materials or workmanship which would cause your vehicle not to meet these standards.

WHAT IS COVERED UNDER THE DEFECTS WARRANTY

Covered components are listed below under the caption "WARRANTY PARTS LIST." Exceptions to this warranty are listed below under the caption "WHAT IS NOT COVERED UNDER EITHER THE DEFECTS OR PERFORMANCE WARRANTIES."

HOW LONG IS THE DEFECTS WARRANTY

This warranty is for 3 years or 36,000 miles, whichever occurs first. The warranty begins the date the vehicle is delivered to the first retail buyer or put into use, whichever is earlier. Additionally, the engine control module / onboard diagnostic device and catalytic converter(s) listed below and indicated by an "O" under the caption "Warranty Parts List" are covered for 8 years or 80,000 miles, whichever occurs first.

EMISSIONS PERFORMANCE WARRANTY WHEN DOES THIS WARRANTY APPLY

The Emission Performance warranty applies to your 2013 Nissan vehicle ONLY when both of the following occur.

1. The vehicle fails to meet applicable emissions standards as judged by an emissions test approved by the Environmental Protection Agency (EPA).
2. This failure results or will result in some penalty to you, such as a monetary fine or the denial of the right to use your vehicle, under local, state or federal law.

For example, if your state requires an EPA approved yearly vehicle inspection before you receive a renewed license, this warranty applies to your vehicle. In areas where there is no approved test program, this warranty does not apply.

WHAT IS COVERED AND FOR HOW LONG UNDER THE PERFORMANCE WARRANTY

Nissan¹ warrants that it will remedy any non-conformity in your vehicle which causes it to fail an approved emissions test during the first 24 months or 24,000 miles, whichever occurs first. This warranty begins the date the vehicle is delivered to the first retail buyer or put into use, whichever is earlier.

Additionally, failure of an approved emissions test resulting from the failure of those parts listed below under the caption "Warranty Parts List" are covered by the Emissions Defects Warranty described above.

Exceptions to this warranty are listed below under the caption "WHAT IS NOT COVERED UNDER EITHER THE DEFECTS OR PERFORMANCE WARRANTIES."

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS

EXTRA EXPENSES - LIMITATIONS OF DAMAGES

This warranty does not cover incidental or consequential damages such as loss of the use of the vehicle, inconvenience or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.

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¹ Nissan indicates Nissan North America, Inc., P.O. Box 685003, Franklin, TN 37068-5003 which distributes Nissan vehicles in the United States.

WHAT IS NOT COVERED UNDER EITHER THE DEFECTS OR PERFORMANCE WARRANTIES

These warranties do not cover:

1. Normal maintenance, service and parts replacement as outlined in the emissions control maintenance instructions of your OWNER'S MANUAL and your NISSAN SERVICE & MAINTENANCE GUIDE.
2. Failures directly as a result of:
 - Failure to perform required emission control maintenance as outlined in your OWNER'S MANUAL and your NISSAN SERVICE & MAINTENANCE GUIDE.
 - Misuse, accident or modification.
 - Improper adjustment or installation of parts during the performance of maintenance services.
 - Tampering with or disconnecting any part affecting vehicle emissions.
 - Fuel, fluids, or lubricants that are contaminated or that do not meet the specification as outlined in your OWNER'S MANUAL.
3. In the case of the Performance Warranty, the use of any part not certified in accordance with Federal requirements which is defective or not equivalent from an emissions standpoint to the original equipment part.
4. In the case of the Performance Warranty, costs of determining the cause of a vehicle failing an EPA approved emissions test if such failure is found not to be covered.

5. In the case of the Defects Warranty, parts not supplied by Nissan or damage to other parts caused directly by non-Nissan parts.

WHAT YOU MUST DO

In order to obtain warranty service you must deliver the vehicle to an authorized Nissan dealer in the United States at your expense.

You must also maintain your vehicle as outlined in the maintenance instructions in your NISSAN SERVICE & MAINTENANCE GUIDE.

WHAT NISSAN WILL DO

Warranty repairs will be made at no charge for parts and/or labor, including diagnosis and tax. Any needed parts replacement will be made using new or remanufactured parts.

OTHER WARRANTY TERMS

PERFORMANCE WARRANTY CLAIMS PROCEDURE

You may make a claim under the Performance Warranty immediately after the failure of an EPA approved emissions test. You must provide proof of this failure when making your claim.

You will be told whether Nissan will honor your claim within 30 days of the date you make the claim unless a shorter time period is required by law. If your claim is denied, Nissan will notify you in writing of the reason. If we do not notify you within this time period, we will repair your vehicle under this warranty at no cost to you. The time period for notification will not apply if you request a delay or a delay is caused by events not under the control of Nissan dealers.

No claim will be denied under the Performance Warranty because you use a non-Nissan but EPA certified part for maintenance or repair.

MAINTENANCE SERVICE AND REPLACEMENT PARTS

Important information concerning maintenance service and replacement parts is in the Limited Warranty on Nissan Parts and Accessories section of this booklet.

MAINTENANCE RECORDS

Receipts covering the performance of regular maintenance should be kept in the event questions arise concerning maintenance. The receipts should be transferred to subsequent owners.

IF YOU HAVE QUESTIONS

You may obtain further information concerning these warranties by following the procedure outlined in the "CUSTOMER CARE" section of this booklet. In the case of the Performance Warranty, you may also contact or report any violations to the Office of Transportation and Air Quality, Vehicle Compliance Programs Group, U.S. Environmental Protection Agency, Ariel Rios Building (6405J), 1200 Pennsylvania Avenue, N.W., Washington, D.C. 20460

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WARRANTY PARTS LIST

- Fuel injection system
- Engine control module/onboard diagnostic device
- Oxygen sensor(s)
- Mass air flow sensor
- Intake manifold
- Throttle body
- Catalytic converter(s)
- Exhaust manifold(s)
- Exhaust tube from manifold to catalytic converter
- Front exhaust tube with catalytic converter permanently attached
- Camshaft position sensor(s)
- Crankshaft position sensor(s)
- Spark plugs, ignition coil and wires
- Ignition control module
- Exhaust manifold with catalytic converter permanently attached
- Evaporative emission control system
- Fuel filler neck restrictor and check valve
- Fuel tank and filler cap
- Idle air control system
- Positive crankcase ventilation system
- Exhaust gas recirculation (EGR) control system
- Pulsed secondary air injection system and valves
- Hoses, clamps, fittings, tubing, sealing gaskets or devices and mounting hardware used in above systems
- Vacuum and temperature sensitive valves and switches used in above systems
- Electronic sensors and controls used in above systems

The Emission Performance or Defect Warranty may be subject to future governmental administrative action. Nissan reserves the right to change the terms of the warranty to be consistent with these actions. See your dealer for information regarding possible changes.

○ = Long Term Federal Emission Parts covered for 96 months/or 80,000 miles.

The following statement is required to be provided by regulations of the California Air Resources Board.

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board is pleased to explain the emission control system warranty on your 2013 vehicle³. In California, new motor vehicles must be designed, built and equipped to meet the State's stringent anti-smog standards. Nissan⁴ must warrant the emission control system on your vehicle for the periods of time listed below provided there has been no abuse, neglect or improper maintenance of your vehicle.

Your emission control system may include parts such as the fuel-injection system, the ignition system, catalytic converter and engine computer. Also included may be hoses, belts, connectors and other emission-related assemblies.

Where a warrantable condition exists, Nissan will repair your vehicle at no cost to you including diagnosis, parts and labor.

MANUFACTURER'S WARRANTY COVERAGE

For 3 years or 50,000 miles (whichever occurs first):

- 1) If your vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made by Nissan to ensure that your vehicle passes the inspection. This is your emission control system **PERFORMANCE WARRANTY**.
- 2) If any emission-related part on your vehicle is defective, the part will be repaired or replaced by Nissan. This is your short-term emission control system **DEFECTS WARRANTY**.

For 7 years or 70,000 miles (8 years/100,000 miles for Altima and Sentra SULEV only) (whichever occurs first):

If an emission-related part listed in this warranty booklet specially noted with coverage for 7 years or 70,000 miles (Altima and Sentra SULEV ONLY) is defective, the part will be repaired or replaced by Nissan. This is your long-term emission control system **DEFECTS WARRANTY**.

OWNER'S WARRANTY RESPONSIBILITIES

As the vehicle owner, you are responsible for the performance of the required maintenance listed in your **OWNER'S MANUAL**. Nissan recommends that you retain all receipts covering maintenance on your vehicle, but Nissan cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

You are responsible for presenting your vehicle to a Nissan dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

As the vehicle owner, you should also be aware that Nissan may deny you warranty coverage if your vehicle or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

If you have any questions regarding your warranty rights and responsibilities, you should contact Nissan's Consumer Affairs Department at 1-800-NISSAN-1 (1-800-647-7261) or the California Air Resources Board at 9528 Telstar Avenue, El Monte CA 91731.

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¹ These warranties apply to all California and 50-state emission equipped 2013 model year Nissan vehicles sold for registration as new vehicles in California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont, or Washington only.

² These warranties additionally apply to all Model Year 2013 Zero Emission Vehicles (ZEVs) and Partial Zero Emission Vehicles (PZEVs) sold in the state of New York.

³ Throughout this Limited Emission Control Warranty, "vehicle" means a Nissan model vehicle.

⁴ Nissan indicates Nissan North America, Inc., P.O. Box 685003, Franklin, TN 37068-5003 which manufactures and distributes Nissan vehicles in the United States.

The following is Nissan's¹ new vehicle emission control warranty statement for vehicles certified for sale in California and sold for registration as a new vehicle in California, Connecticut, Maine, Maryland, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont or Washington only.

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS

EXTRA EXPENSES - LIMITATIONS OF DAMAGES

This warranty does not cover incidental or consequential damages such as loss of the use of the vehicle, inconvenience or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.

EMISSIONS DEFECTS WARRANTY

WHAT IS COVERED

Nissan warrants that your vehicle was designed, built and equipped to conform with all applicable requirements of the California Air Resources Board. This warranty covers any part which affects applicable regulated emission(s).

Exceptions to this warranty are listed below under the caption "WHAT IS NOT COVERED."

HOW LONG IS THE WARRANTY

This warranty is for 3 years or 50,000 miles, whichever occurs first. Additionally, the components listed under the caption "Long-Term Emission System Defects Warranty Parts List" are covered for 7 years or 70,000 miles, (except for Altima and Sentra SULEV ONLY which is 8 years or 100,000 miles) whichever occurs first, and except that the catalytic converter and engine control module (ECM) are warranted for 8 years or 80,000 miles, whichever occurs first. The warranty begins the date the vehicle is delivered to the first retail buyer or put into use, whichever is earlier.

Some items require scheduled replacement before 50,000 miles. These items are warranted only up to the replacement interval. The replacement intervals are outlined in the maintenance instructions in your NISSAN SERVICE & MAINTENANCE GUIDE.

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**LONG-TERM EMISSION SYSTEM
DEFECTS WARRANTY PARTS LIST**

	EGI Wiring Harness	Fuel Tank	Engine Control Module ³	Throttle Body	Intake Manifold	Intake Manifold Collector	Exhaust Manifold w/Catalytic Converter ⁴	Exhaust Manifold, RH	Exhaust Manifold	Front Exhaust Tube w/Catalytic Converter ⁴	Front Exhaust Tube	Three-Way Catalyst ⁵	Flywheel	Signal Plate	Torque Converter Drive Plate	Transmission Control Module	Air Fuel Ratio Sensor, Front	Knock Sensor	Mass Air Flow Sensor	Turbocharger
Juke	X	X	X	X	X		X			X				X					X	X
Versa	X	X	X	X						X										X
cubo	X	X	X	X	X					X										X
cubo SULEV	X	X	X	X	X		X			X ^{6,7}										X
Sentra	X	X	X	X	X					X										
Sentra SULEV ⁸	X	X	X	X	X		X			X										
Rogue	X	X	X	X	X		X			X						X				X
Altima Coupe 2.5L	X	X	X	X			X			X ^{9,10}						X				X
Altima Sedan 2.5L	X	X	X				X			X ^{9,10}						X				X
Altima Sedan SULEV 2.5L ¹¹	X	X	X				X			X ^{9,10}						X				
Frontier 2.5L	X	X	X	X	X		X			X ^{9,10}		X								X
Murano	X	X	X	X		X				X		X			X	X	X			X
Murano Convertible	X	X	X	X		X				X		X			X	X	X			X
Quest	X	X	X	X		X				X		X			X	X				X
Pathfinder	X	X	X	X		X				X		X ¹²			X	X	X			X
Altima Sedan/Coupe 3.5L	X	X	X	X		X		X		X		X			X	X	X			X
Maxima	X	X	X	X				X		X ^{9,10}		X			X	X				X

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CALIFORNIA VEHICLE EMISSION CONTROL WARRANTIES^{1, 2}

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	EGI Wiring Harness	Fuel Tank	Engine Control Module ^a	Throttle Body	Intake Manifold	Intake Manifold Collector	Exhaust Manifold w/Catalytic Converter ^a	Exhaust Manifold, RH	Exhaust Manifold	Front Exhaust Tube w/Catalytic Converter ^a	Front Exhaust Tube	Three-Way Catalyst ^a	Flywheel	Signal Plate	Torque Converter Drive Plate	Transmission Control Module	Air Fuel Ratio Sensor, Front	Knock Sensor	Mass Air Flow Sensor	Turbocharger
370Z Coupe	X	X	X	X	X				X		X	X	X		X			X	X	
370Z Roadster	X	X	X	X	X				X		X	X	X		X			X	X	
Frontier 4.0L	X	X	X	X				X		X ^{ooo}		X	X		X			X	X	
Xterra	X	X	X	X				X		X ^{ooo}		X	X		X			X	X	
Armada	X	X	X				X			X ^{ooo}									X	
Titan	X	X	X				X			X ^{ooo}									X	

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^a = Long Term Federal Emission Parts covered for 96 months or 80,000 miles

^{oo} = Altima and Sentra SULEV ONLY: All Long Term Emission Parts covered for 96 months or 100,000 miles (also see note below)

^{ooo} = These part repairs are less than the California high cost threshold; however, they are classified as Long Term Federal Emission Parts and are covered for 96 months or 80,000 miles

EMISSIONS PERFORMANCE WARRANTY

WHEN DOES THIS WARRANTY APPLY

This warranty applies to your 2013 Nissan vehicle only if it fails to pass a California "smog check" test or equivalent.

WHAT IS COVERED AND FOR HOW LONG³

Nissan warrants that if your vehicle fails to pass a California "smog check" test, it will make the necessary repairs so that your vehicle will pass. This warranty is for 3 years or 50,000 miles, whichever occurs first. The warranty begins the date the vehicle is delivered to the first retail buyer or the date it is first put in to service, whichever is earlier.

Exceptions to this warranty are listed under the caption "WHAT IS NOT COVERED".

WHAT IS NOT COVERED

These warranties do not cover:

1. Normal maintenance, service and parts replacement as outlined in the emission control maintenance instructions of your OWNER'S MANUAL and your NISSAN SERVICE & MAINTENANCE GUIDE.
2. Failures directly as a result of:
 - Lack of performance of required emission control maintenance as outlined in your OWNER'S MANUAL and your NISSAN SERVICE & MAINTENANCE GUIDE.
 - Misuse, accident or modification.

- Improper adjustment or installation of parts during the performance of maintenance (non-warranty) services.
 - Tampering with or disconnecting any part affecting vehicle emissions.
 - Fuel, fluids, or lubricants that are contaminated or that do not meet the specification as outlined in your OWNER'S MANUAL.
3. In the case of the Performance Warranty, the use of any non-Nissan part not certified in accordance with Federal requirements which is defective or not equivalent from an emissions stand point to the original equipment part.
 4. In the case of the Defects Warranty, parts not supplied by Nissan or damage to other parts caused directly by non-Nissan parts.
 5. In the case of the Performance Warranty, costs of determining the cause of a vehicle failing a California "smog check" test if such failure is found not to be covered.

WHAT YOU MUST DO

In order to obtain warranty service you must deliver the vehicle to any authorized Nissan dealer in the United States at your expense. You are responsible for the required maintenance on your vehicle as outlined in the maintenance instructions in your NISSAN SERVICE & MAINTENANCE GUIDE. Nissan recommends that you retain all receipts covering maintenance on your vehicle, but Nissan cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

WHAT NISSAN WILL DO

Warranty repairs will be made at no charge for parts and/or labor, including diagnosis and tax. Any needed parts replacement will be made using new or remanufactured parts.

OTHER WARRANTY TERMS

Performance Warranty Claims Procedure

You may make a claim under the Performance Warranty immediately after the failure of a "smog check" test. You must provide proof of this failure when making your claim in order to avoid additional "smog check" test charges.

You will be told whether Nissan will honor your claim within 30 days of the date you make the claim, unless a shorter time period is required by law. If your claim is denied, Nissan will notify you in writing of the reason. If we do not notify you within this time period, we will repair your vehicle under this warranty at no cost to you. The time period for notification will not apply if you request a delay or a delay is caused by events not under the control of Nissan dealers. No claim will be denied under the Performance Warranty because you use a certified part for maintenance or repair.

Maintenance Service and Replacement Parts

Important information concerning maintenance service and replacement parts is in the Limited Warranty on Nissan Replacement Parts and Accessories section of this booklet. No warranty claim will be denied solely because a non-Nissan part was used for maintenance or repair.

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California Vehicle Inspection Program

Under this program, if your vehicle fails a "smog check" test, you may choose to have diagnosis of the failure and repairs made at a Nissan dealer or at another service facility. If the inspection failure is the result of a condition covered by these warranties, you must take your vehicle to an authorized Nissan dealer for warranty repairs. This includes parts, labor and diagnosis. You must pay for diagnostic costs if performed at another service facility except in the case of emergency repairs as outlined below.

You must pay for all diagnostic and repair costs of an inspection failure as required by law if the failure was caused by conditions not covered by these warranties. If the failure is the result of a combination of conditions, you must pay for only the diagnostic and repair costs related to items not covered by these warranties.

After the 3 year/50,000 mile performance warranty has passed, a "smog check" test failure due to a defect in a part which is warranted for 7 years/70,000 miles (except for Altima and Sentra SULEV ONLY which is 8 years/100,000 miles) is covered³.

Emergency Repairs

In case of an emergency, when an authorized Nissan dealer is not reasonably available, warranty repairs may be performed at any service facility or by the owner using any replacement parts. Nissan will reimburse you for such repairs, including diagnosis, up to the amount of Nissan's suggested retail price for parts and labor charges based on Nissan's recommended time allowance for the warranty repair and the geographically appropriate hourly labor rate. A part not being available or a repair not being complete within 30 days also constitutes an emergency. You must take the replaced part and paid receipts to an authorized Nissan dealer for repayment in such emergency situations.

Maintenance Records

Receipts covering the performance of regular maintenance are not required but should be kept in the event questions arise concerning maintenance. The receipts should be transferred to subsequent owners.

If you have Questions

You may obtain further information concerning these warranties by following the procedure outlined in the "CUSTOMER CARE" section of this booklet. You may also contact or report any violations to the Office of Transportation and Air Quality, Vehicle Compliance Programs Group, U.S. Environmental Protection Agency, Ariel Rios Building (6405J), 1200 Pennsylvania Avenue, N.W., Washington, D.C. 20460 or the Chief, Mobile Source Division, Air Resources Board, 9528 Telstar Ave., El Monte, CA, 91731.

Other Obligations

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.

Warranty for 2013 vehicles certified for sale in California may be subject to future governmental administrative or judicial action. As a result, this warranty may be changed because Nissan reserves the right to, and, will make those changes required by future law, regulation, or judicial or administrative action in order to be consistent with such governmental actions.

WHO IS THE WARRANTOR

Nissan¹ warrants all parts of your 2013 Nissan vehicle seat belt system supplied by Nissan.

WHAT IS COVERED AND FOR HOW LONG

This warranty covers any Nissan supplied seat belt or related component, that fails to function properly during normal use within ten (10) years of the date the vehicle is delivered to the first retail buyer or put into service, whichever is earlier. Warranty repairs are free of charge for parts and labor.

OBTAINING WARRANTY SERVICE

You must take the vehicle to an authorized Nissan dealer in the United States or Canada during regular business hours at your expense in order to obtain warranty service. The names and addresses of authorized Nissan dealers are listed in telephone directories.

WHAT IS NOT COVERED

- Damage or failure due to misuse, alteration, accident or collision damage. (Proper use is outlined in your OWNER'S MANUAL).
- Color fading, spotting or other cosmetic items when the belt is otherwise functioning properly.
- Air bags and related electronic control systems which are covered by the Powertrain warranty.

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS**EXTRA EXPENSES - LIMITATIONS OF DAMAGES**

This warranty does not cover incidental or consequential damages such as loss of the use of the vehicle, inconvenience or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.

¹ Nissan indicates Nissan North America, Inc., P.O. Box 685003, Franklin, TN 37068-5003, which distributes Nissan vehicles in the United States.

WHO IS COVERED

The owner of a BFGoodrich Passenger or Light Truck tire which bears the BFGoodrich name and complete DOT identification number.

WHAT IS COVERED AND FOR HOW LONG

BFGoodrich Passenger and Light Truck tires, used in normal service on the vehicle on which they were originally fitted and in accordance with the maintenance recommendations and safety warnings contained in the owner's manual and in the Important Tire Safety Information Section of this booklet, are covered by this limited warranty against defects in workmanship and material for the life of the original usable tread, or 6 years from the date of purchase, whichever comes first. At that time, all warranties, express or implied, are terminated. The usable tread is the original tread down to the level of the tread wear indicators - 2/32nds of an inch (1.6mm) of tread remaining. Date of purchase is documented by new vehicle registration or tire sales invoice. If no proof of purchase is available, the date of manufacture, as molded on the sidewall, will be used. Replacement will be made in accordance with the terms and conditions described under "What BFGoodrich Will Do".

WHAT IS NOT COVERED

Tires which become unserviceable due to:

- Road hazard injury (e.g., a cut, snag, bruise, impact damage, or puncture, whether repairable or not);
- Incorrect mounting of the tire, tire/wheel imbalance, or improper repair;
- Misapplication, underinflation, overinflation, improper maintenance, racing or other abuse;
- Uneven or rapid wear which is caused by mechanical irregularity in the vehicle such as wheel misalignment (a measured tread difference of 2/32nds of an inch (1.6mm) or more across the tread on the same tire) resulting in uneven or rapid wear;
- Accident, fire, chemical corrosion, tire alteration, or vandalism;
- Ozone or weather cracking;
- Flat spotting caused by improper storage or brake-lock;
- The adding of liquid, solid or gaseous materials other than air, nitrogen, or carbon dioxide (e.g. waterbase sealers or balancing substances).

WHAT BFGOODRICH WILL DO**PASSENGER AND LIGHT TRUCK TIRES**

A tire which becomes unserviceable due to a condition covered by this limited warranty will be replaced with a comparable new BFGoodrich tire, free of charge, when 2/32nds of an inch (1.6mm) or less of the original tread is worn, (or 25% or less, whichever is most beneficial to the user) and within 12 months of the date of purchase. Mounting and balancing of tires is included. The cost of any other service charges and applicable taxes are payable by the user.

When more than 2/32nds of an inch of original tread has been worn (or more than 25%, whichever is most beneficial to the user) or after 12 months from date of purchase, the user must pay the cost of a comparable new BFGoodrich passenger or light truck replacement tire on a pro rata basis. The dealer shall determine the charge by multiplying the percentage of the original usable tread worn by the current actual selling price at the adjustment location or the price on the current BFGoodrich Brand Base Price List, whichever is lower. This List is based on a predetermined price intended to fairly represent the actual selling price of the tire. The cost of mounting, balancing and any other service charges and applicable taxes are payable by the user.

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WHAT THE CONSUMER MUST DO

When making a claim under the terms of this limited warranty, the consumer must present the tire to an authorized BFGoodrich Dealer. To locate an Authorized Tire Dealer, check the yellow pages under "Tire Dealers - Retail."

The vehicle on which the tire was used should be available for inspection.

It is essential that you read and understand the safety and maintenance recommendations (see Safety Maintenance Information) for your tires.

CONDITIONS AND EXCLUSIONS

THIS LIMITED WARRANTY DOES NOT PROVIDE COMPENSATION FOR LOSS OF TIME, LOSS OF USE OF VEHICLE, INCONVENIENCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGE.

TIRES PRESENTED FOR CLAIM REMAIN THE PROPERTY OF THE CONSUMER AND BFGOODRICH BRAND ACCEPTS NO RESPONSIBILITY FOR LOSS OF, OR DAMAGE TO, TIRES WHICH ARE IN THE CUSTODY OR CONTROL OF A BFGOODRICH TIRE DEALER FOR THE PURPOSE OF INSPECTION FOR WARRANTY ADJUSTMENT. IN THE EVENT OF A DISPUTED CLAIM, THE CONSUMER MUST MAKE THE TIRE AVAILABLE FOR FURTHER INSPECTION.

NO BFGOODRICH REPRESENTATIVE, EMPLOYEE OR DEALER HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

THIS LIMITED WARRANTY APPLIES ONLY IN THE UNITED STATES AND CANADA.

CONSUMER RIGHTS

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE.

SAFETY MAINTENANCE INFORMATION

Read your vehicle owners manual, the information on the sidewall of your tires, the vehicle tire information placard and the Important Tire Safety Information section of this booklet for essential safety and maintenance information.

THE WARRANTOR

The warrantor of BFGoodrich Tires is Michelin North America, Inc. 1 Parkway South, P.O. Box 19001, Greenville, South Carolina 29602-9001.

For Consumer Assistance, Please Call Toll Free:

1-877-788-8899 (U.S.)
1-888-871-8888 (Canada)
www.bfgoodrichtires.com (U.S.)
www.bfgoodrich.ca (Canada)

Or Write:

Consumer Care
P.O. Box 19026, Greenville, SC 29602-9026

DANGER

Disregarding any of the safety precautions and instructions contained in the Owner's Manual or the Important Tire Safety Information in this booklet may result in tire failure or explosion causing serious personal injury or death.

ORIGINAL EQUIPMENT PASSENGER AND LIGHT TRUCK TIRES INCLUDING RFT TIRES WITH RUN-FLAT TECHNOLOGY ELIGIBILITY

This Limited Warranty covers BRIDGESTONE and FIRESTONE brand passenger and light truck tires, including RFT and temporary spare tires, originally installed by the vehicle manufacturer on a new vehicle. You are covered under the terms of this Limited Warranty if the tire was produced after July 4, 2004 (DOT serial 2704 or later) and has been used only on the vehicle on which it was originally installed in non-commercial service.

WHAT IS WARRANTED AND FOR HOW LONG

Before wearing down to 2/32 inch (1.6 mm) remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves) and within 6 years from the date of purchase (proof of purchase date required; without proof of purchase date, then within 6 years from the date of tire manufacture), for any reason other than those excluded in the section entitled "What This Limited Warranty Does Not Cover," any eligible tire that becomes unusable for any reason within the manufacturer's control will be replaced with an equivalent new tire on the basis set forth in this Limited Warranty.

WHAT THE WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

1. Tire damage or irregular wear due to:
 - A. **Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
 - B. **Improper use or operation**, including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, use of an improper wheel, tire chain damage, misuse, misapplication, negligence, fire alteration, or for racing or competition purposes.
 - C. **Insufficient or improper maintenance**, including, without limitation: Failure to rotate tires as recommended in this manual, wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, or other vehicle conditions, defects, or characteristics.
 - D. **Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation.
 - E. **Improper repair**. Improper repair voids this Limited Warranty.
 - F. **For RFT tires only, improper run-flat or low tire pressure operation**, including, without limitation: Exceeding speed, distance, or other run-flat/low pressure operation limitations.

2. Rapid tread wear or wear-out. Original equipment tires have no mileage warranty.
3. Weather/ozone cracking after 4 years from date of tire manufacture.
4. Ride disturbance or vibration after 1/32 inch (0.8 mm) of tread wear use.
5. Tires with sealant, balance, or other filler material that was not originally applied or inserted by the tire manufacturer.
6. Tires used in commercial service.
7. Tires purchased and normally used outside the United States and Canada.
8. The cost of applicable federal, state, and local taxes.
9. Failure to follow any of the safety and maintenance recommendations or warnings contained in this manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations.

REPLACEMENT PRICE

Radial passenger and light truck tires adjusted under this Limited Warranty will be replaced free of charge during the first 25% of tread wear or within 12 months from the date of purchase (proof of purchase date required; without proof of purchase date, then within 12 months from the date of tire manufacture), whichever occurs first. During the free replacement period, mounting and balancing are included free of charge.

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To determine the replacement price after the free tire replacement period, the percent of used tread wear is multiplied by the current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, disposal fee, and other service charges may be added to the adjustment replacement price.

In Canada, the tire will be adjusted at dealerships (subject to dealer discretion) at a predetermined "Adjustment Price."

REPLACEMENT WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized Bridgestone Firestone retailer. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers" or the internet at www.bridgestonetire.com for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state or in Canada from province to province.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Firestone North American Tire, LLC disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for inconvenience, incidental, or consequential damages, loss of time, loss of vehicle use or, inconvenience. Some states do not allow the exclusion or

limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually using the tire in the United States and Canada. For warranty conditions outside the United States and Canada, see your local Bridgestone Firestone distributor.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Firestone North American Tire, LLC, 535 Marriott Dr., Nashville, TN 37214 and in Canada by Bridgestone Firestone Canada Inc., 5770 Hurontario St., Suite 400, Mississauga, Ontario, Canada L5R 3G5.

OWNER'S OBLIGATIONS

In order to keep this Limited Warranty valid, we require you to have your tires regularly inspected and rotated per the vehicle OWNER'S MANUAL and to furnish proof of same in order to receive an adjustment. Such proof should show the date, mileage, and servicing location. A sales receipt containing this information will suffice. It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance. To request an adjustment, you must present the tire to an authorized Bridgestone Firestone retailer. Complete and sign the customer section of the Bridgestone Firestone North American Tire, LLC Limited War-

ranty adjustment form and pay appropriate replacement price, taxes, disposal fee, and service charges, if any.

ARBITRATION

You and Bridgestone Firestone North American Tire, LLC agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and Bridgestone Firestone North American Tire, LLC shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

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THE WARRANTOR

The warrantor of Bridgestone and Firestone tires is:
Bridgestone Firestone North American Tire LLC
535 Marriott Dr.
Nashville, TN 37214

Please contact Bridgestone Firestone for a copy of their
"Tire Maintenance, Safety and Warranty Manual".

For Customer Assistance:
1-800-847-3272

SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of serious personal injury or property damage. To reduce risk of tire failure, we strongly recommend you read and follow all safety information contained in the Important Tire Safety Information section contained in this booklet, the tire placard in the vehicle or the OWNER'S MANUAL.

**HIGHWAY AUTO AND LIGHT TRUCK
TIRE REPLACEMENT AND
ADJUSTMENT POLICY (EXCLUDES
GOODYEAR UNISTEEL® RADIAL
LIGHT TRUCK TIRES)**

WHO IS ELIGIBLE?

You are eligible for the benefits of this Limited Warranty if you meet all the following criteria:

- You are the owner or authorized agent of the owner of new Goodyear or Dunlop highway auto or light truck tires supplied as Original Equipment on your vehicle.
- Your tires bear Department of Transportation prescribed tire identification numbers.
- Your tires have been used only on the vehicle on which they were originally installed according to the vehicle manufacturer or Goodyear's recommendations.
- Your tires were purchased on or after March 1, 2009.

Light truck tires are defined as all tires identified with the "LT" designation in the sidewall stamping plus the 8-19.5 and 8R19.5 sizes which do not carry the "LT" designation.

WHAT IS COVERED AND FOR HOW LONG?

FREE TIRE REPLACEMENT

Any new Goodyear or Dunlop highway radial auto or radial light truck tire, covered by this policy, removed from service due to a covered warranty condition during the first 2/32" of usable treadwear or twelve months from date of purchase, whichever comes first, will be

replaced with a comparable new Goodyear or Dunlop tire at no charge, including mounting and balancing. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

ALL OTHER HIGHWAY AUTO OR LIGHT TRUCK TIRES

Any new Goodyear or Dunlop highway auto or light truck tire, other than radial auto, radial light truck tires, removed from service due to a covered warranty condition during the first 1/32" of usable treadwear will be replaced with a comparable new Goodyear or Dunlop tire at no charge, including mounting and balancing.

TEMPORARY SPARE TIRES

Any Goodyear or Dunlop temporary spare tire removed from service due to a covered warranty condition during the first 50% of usable treadwear (1/32") will be replaced with a comparable new Goodyear or Dunlop temporary spare tire at no charge, including mounting.

PRORATED ADJUSTMENT

Tires not eligible for free replacement that are removed from service due to a covered warranty condition will be replaced with a comparable new Goodyear or Dunlop tire on a prorated basis for up to six (6) years from the date of original new tire purchase or when the treadwear indicators become visible (worn to 2/32"), whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

HOW WILL PRORATED CHARGES BE CALCULATED?

Replacement price will be calculated by multiplying the tire's advertised retail selling price at the time of adjustment by the percentage of usable original tread that has

been worn off. You pay for mounting and balancing, and an amount equal to the current Federal Excise Tax (F.E.T. - U.S. only) any other applicable taxes and government-mandated charges.

EXAMPLE: If your disabled tire had an original 8/32" of usable treadwear and is worn to 4/32" usable tread remaining, you have used 50%, and therefore must pay 50% of the advertised retail selling price of the comparable tire.

In addition, you must pay an amount equal to the full current Federal Excise Tax (U.S. only) or any other applicable taxes and government-mandated charges for the comparable new replacement tire at the time of adjustment. If the price of the new comparable tire is \$80, the cost to you would be \$40 plus F.E.T. (U.S. only) plus any other applicable taxes and government-mandated charges.

WHAT IS A COMPARABLE TIRE?

A "comparable" new Goodyear or Dunlop tire will be the same brand tire and may either be the same line of tire or, in the event that the tire is not available, the same brand tire with the same basic construction and quality with a different sidewall or tread configuration. If a higher priced tire is accepted as replacement, the difference in price will be at an additional charge to you.

Any replacement tire provided pursuant to this warranty will be covered by the Goodyear or Dunlop warranty in effect at the time of replacement.

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ADDITIONAL PROVISIONS

A tire has delivered its full original tread life and the coverage of this limited warranty ends when the tread-wear indicators become visible (worn to 2/32"), or six (6) years from the date of new tire purchase, whichever occurs first. (Without proof of purchase the date of manufacture will be used to determine eligibility.)

LIMITATIONS

This limited warranty is applicable only in the United States and Canada.

WHAT IS NOT COVERED BY THIS WARRANTY?

This limited warranty does not cover the following:

- Tires submitted for ride disturbance complaints that are worn beyond the first two thirty-seconds of an inch (2/32") tread depth or 6 months from date of new vehicle purchase, whichever occurs first, or tires submitted for ride disturbance due to damaged wheels or any vehicle condition.
- Goodyear & Dunlop do not warrant or give credit in any adjustment transaction for any kind of material added to a tire (e.g., tire fillers, sealants, balancing substances) after the tire leaves a factory producing Goodyear or Dunlop tires, nor will it adjust any tire that has failed as a result of adding such material.
- Irregular wear or damage due to mechanical condition of the vehicle, improper inflation, overloading, high speed spin-up, misapplication, misuse, negligence, racing, use of tire chains, improper mounting or demounting, improper repair, wreck, collision or fire.
- Road hazards (includes, but not limited to, punctures, cuts, snags, impact breaks, etc.).
- Any tire that, after leaving a factory producing Goodyear or Dunlop tires, has been intentionally altered to change its appearance (e.g., white inlay on a black tire or regrooved).
- Tires with weather-cracking that were purchased more than four (4) years prior to presentation for adjustment or, if purchase date cannot be verified, manufactured more than four years prior to presentation for adjustment.
- Tires removed from service due to improper repairs.
- Temporary spare tires used on vehicles used in racing and on passenger cars in special applications such as police pursuit service.
- Goodyear Unisteel Commercial Radial Light Truck Tires.
- Loss of time, inconvenience, loss of vehicle use, incidental or consequential damages.
- Tires supplied as Original Equipment are not eligible for any tread life warranty consideration.

WHAT ARE YOUR LEGAL RIGHTS?

No Representative or Dealer has authority to make any representation, promise, or agreement on behalf of Goodyear or Dunlop except as stated herein.

Any tire, no matter how well constructed, may fail in service or otherwise become unserviceable due to conditions beyond the control of the manufacturer. Under no circumstances is this warranty a representation that a tire failure cannot occur.

This warranty gives you specific legal rights and you may also have other rights that vary from state to state or province to province.

DISCLAIMER: THIS WARRANTY IS IN LIEU OF, AND GOODYEAR HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND IS MADE BY GOODYEAR OR SHALL BE IMPLIED BY LAW.

LIMITATION OF DAMAGES: IN NO EVENT AND UNDER NO CIRCUMSTANCE SHALL GOODYEAR BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, LOST PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, PUNITIVE OR OTHER DAMAGE, COST (INCLUDING FOR REPLACEMENT TRANSPORTATION), EXPENSE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

HOW DO YOU OBTAIN AN ADJUSTMENT?

- A. You must present the tire to be adjusted to an authorized Goodyear or Dunlop service facility. Tires replaced on an adjustment basis become the property of The Goodyear Tire & Rubber Company, Goodyear Dunlop Tires North America, Ltd. or Goodyear Canada Inc.

(Continued on next page)

- B. You must pay for taxes and any additional services you order at the time of adjustment plus any additional service that may be unique to your application, e.g. Tire Pressure Monitoring System.
- C. You must submit your claim on an approved claim form supplied by an authorized Goodyear or Dunlop service facility. The form must be filled out completely and signed, where you the owner or your authorized agent presented the tire for adjustment.

SAFETY WARNINGS

Property damage, serious injury or death may result from:

- **TIRE FAILURE DUE TO UNDERINFLATION/OVERLOADING/ MISAPPLICATION.**
Follow the vehicle owner's manual or tire placard in vehicle.
- **TIRE FAILURE DUE TO IMPACT DAMAGE/ IMPROPER MAINTENANCE.**
Tires should be inspected regularly by a qualified technician for signs of damage, such as punctures or impacts.
- **TIRE FAILURE DUE TO IMPROPER REPAIRS.**
See Rubber Manufacturer's Association (RMA) established repair procedures at www.rma.org and/or go to www.goodyear.com for information on proper repair procedures.
- **EXPLOSION OF TIRE/RIM ASSEMBLY DUE TO IMPROPER MOUNTING.**
Only specially-trained persons should mount tires. When mounting tires, use safety cage and clip-on extension air hose to inflate.
- **FAILURE TO MOUNT RADIAL TIRES ON APPROVED RIMS.**

- **FAILURE TO DEFLATE SINGLE OR DUAL ASSEMBLIES COMPLETELY BEFORE DEMOUNTING.**

- **TIRE SPINNING.**

On slippery surfaces such as snow, mud, ice, etc., do not spin tires in excess of 35 mph (55 kph), as indicated on the speedometer.

- **EXCESSIVE WHEEL SPINNING.**

This can also result in tire disintegration or axle failure.

WARNING: Vehicle handling, traction, ride comfort and other performance parameters may be significantly affected by a change in tire size or type. Before replacing tires, always consult and follow the vehicle owner's manual because some vehicle manufacturers prohibit changing tire size. When selecting tires that are different from the original equipment size make certain: (1) The tires have adequate load carrying capacity based on the vehicle placard, (2) The tires have sufficient inflation pressure to carry the load and (3) There is proper clearance with no interference points between the tire and vehicle. The consumer must be aware to always drive safely and obey all traffic laws. Avoid sudden, sharp turns or lane changes. Failure to follow any of these warnings may result in loss of control of the vehicle, leading to an accident and serious injury or death.

TIRE CARE AND MAINTENANCE GUIDE

The easiest way to help ensure satisfactory mileage and performance from your Goodyear or Dunlop tires is to give them a simple but frequent (at least monthly) inspection for proper inflation, even treadwear, and the presence of any damage.

DO MAINTAIN PROPER INFLATION PRESSURE IN YOUR TIRES

Proper inflation pressure is necessary for optimum tire performance, safety and fuel economy. To maintain proper inflation pressure, frequently (at least monthly) check tires (when they are cool) with an accurate tire pressure gauge.*

For example, it is difficult to tell just by looking at radial tires whether they are underinflated.

Furthermore, when operating a vehicle equipped with radial tires, it is difficult to notice when a tire has gone flat or nearly flat since the "feel" of the vehicle does not change significantly.

***Evidence of air loss or repeated underinflation always requires expert inspection to determine the source of leakage and tire removal to determine reparability. To avoid injury, NEVER attempt to inflate a tire that has been run severely underinflated.**

Progressive air loss may result from punctures, cuts, curbing, impacts or partial bead unseating. Some fitment causes for air loss are (1) incomplete bead seating, (2) bead tearing caused by a machine tool due to insufficient lubrication or improper adjustment, (3) leaking valve core or rubber valve components. These should be replaced when problems are detected and whenever tires are replaced.

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Always maintain inflation pressure at the level recommended by the vehicle manufacturer as shown on the vehicle placard, vehicle certification label or in the vehicle owner's manual:

Underinflation is the leading cause of tire failure and may result in severe cracking, component separation or "blowout." It reduces tire load capacity, allows excessive sidewall flexing and increases rolling resistance, resulting in heat and mechanical damage. Maintaining proper inflation pressure is the single most important thing you can do to promote tire durability and maximize tread life.

Overinflation increases stiffness, which may deteriorate ride and generate unwanted vibration. Overinflation also increases the chances of impact damage.

DON'T OVERLOAD YOUR VEHICLE OR TIRES

Check your vehicle owner's manual to determine the load limits. Overloading your vehicle places stress on your tires and other critical vehicle components. Overloading a vehicle can cause poor handling, increased fuel consumption and may cause tire failure. Overloading your tires can result in severe cracking, component separation or "blowout".

Never fit your vehicle with new tires that have less load capacity than shown on the vehicle tire placard and remember that optimum rim width is important for proper tire load distribution and function.

The maximum load capacity stamped on the sidewalls of P-Metric tires is reduced by 10% when used on a light truck, utility vehicle or trailer. Never fit P-Metric tires to light trucks that specify LT-type replacement tires.

DON'T SPIN YOUR TIRES EXCESSIVELY

Avoid excessive tire spinning when your vehicle is stuck in snow, ice, mud or sand. The centrifugal forces generated by a free-spinning tire/wheel assembly may cause sudden tire explosion resulting in vehicle damage and/or serious personal injury to you or a bystander. Never exceed 35 mph/55 km/h, as indicated on your speedometer. Use a gentle backward and forward rocking motion to free your vehicle for continued driving. Never stand near or behind a tire spinning at high speeds. For example, while attempting to push a vehicle that is stuck or when an on-the-car spin balance machine is in use.

DO CHECK YOUR TIRES FOR WEAR

Always remove tires from service when they reach two thirty-seconds of an inch (2/32) remaining tread depth. All new tires have treadwear indicators which appear as smooth banks in the tread grooves when they wear to the two thirty-seconds of an inch (2/32) level. Many wet weather accidents result from skidding on bald or nearly bald tires. Excessively worn tires are also more susceptible to penetrations.

DO CHECK YOUR TIRES FOR DAMAGE

Frequent (at least monthly) inspection of your tires for signs of damage and their general condition is important for safety. If you have any questions, have your tire Dealer inspect them. Impacts, penetrations, cracks, knots, bulges or air loss always require tire removal and expert inspection. Never perform a temporary repair or use an inner tube as a substitute for a proper repair. Only qualified persons should repair tires.

PROPER TIRE REPAIR NOTE:

Goodyear and Dunlop do not warrant any inspection or repair process. The repair is entirely the responsibility of the repairer and should be made in accordance with established Rubber Manufacturers Association (RMA) procedures.

THE CONVENIENCE (TEMPORARY) SPARE

The Convenience (Temporary) Spare is designed, built, and tested to the high engineering standards set by North America's leading car manufacturers and to Goodyear and Dunlop's own high standards of quality control. It is designed to take up a minimum of storage space and, at the same time, fulfill the function of a spare tire when needed. The spare is kept in its storage space, fully inflated at 60 psi. To be sure it is always ready for use, the air pressure should be checked on a regular basis.

The Convenience (Temporary) Spare can be used in combination with the original tires on your vehicle. You can expect a tire tread life of up to 3,000 miles (4,800 kilometers), depending on road conditions and your driving habits. To conserve tire tread life, return the spare to the storage area as soon as it is convenient to have the standard tire repaired or replaced.

The Convenience (Temporary) Spare weighs less than a standard tire so it's easier to handle. It also helps reduce the total car weight which contributes to fuel economy.

The wheels used with the Convenience (Temporary) Spare are specifically designed for use with high pressure spares and should never be used with any other type tire.

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DON'T ATTEMPT TO MOUNT YOUR OWN TIRES

Serious injury or Death may result from explosion of tire/rim assembly due to improper mounting procedures. Follow tire manufacturer's instructions and match tire diameter to rim diameter. Mount light truck radials on rims approved for radial service. Do not apply bead sealer. This can inhibit bead seating. Lubricate beads and tire rim (including tube or flap) contact surfaces. Lock assembly on mounting machine or place in safety cage. **STAND BACK** and never exceed 40 psi to seat beads. Never use a volatile substance or a rubber "donut" (also known as a bead expander or "O-Ring") to aid bead seating. Only specially-trained persons should mount tires.

DON'T MIX TIRES OF DIFFERENT SIZES AND TYPES ON THE SAME AXLE

For optimum handling and control, Goodyear and Dunlop recommend fitment of four (4) tires of the same type and size unless otherwise specified by the vehicle manufacturer.

WARNING: Before you replace your tires, always consult the vehicle owner's manual and follow the vehicle manufacturer's replacement tire recommendations. Vehicle handling may be significantly affected by a change in tire size or type. When selecting tires that are different than the Original Equipment size, see a professional installer in order to make certain that proper clearance, load carrying capacity and inflation pressure is selected. Never exceed the maximum load capacity and inflation

pressure listed on the sidewall of the tire. Always drive safely and obey all traffic laws. Avoid sudden, sharp turns or lane changes. Failure to follow this warning may result in loss of control of the vehicle, leading to an accident and serious injury or death.

When replacing tires, you must maintain the outside diameter and load carrying capacity of the Original Equipment tire. Inflation pressure may need to be adjusted to avoid overloading the tire. Consult the Tire & Rim Association Load and Inflation Tables, ETRTO or JATMA standards for correct load and inflation information.

NEVER FIT TIRES TO A VEHICLE THAT HAVE LESS LOAD CARRYING CAPACITY THAN AS REQUIRED BY THE ORIGINAL EQUIPMENT MANUFACTURER

Examples: Many vehicles, such as large passenger vans, require Load Range E tires as designated by the vehicle manufacturer. Fitment of a tire, such as a Load Range D, with less carrying capacity is not allowed.

In other cases, tires of the same size may carry different load indexes in the service description. You must make certain the replacement tires fitted to the vehicle have a load carrying capacity equal to or greater than what the Original Equipment manufacturer specifies.

FOLLOW THESE ADDITIONAL GUIDELINES

Fit newest tires on rear axle. If radials and non-radials must be fitted to the same vehicle, fit radials on rear axle.

Never mix radials and non-radials on the same axle. When fitting snow tires or all-season tires to performance vehicles, always fit in sets of four. It is not recommended to fit tires with different speed ratings. If tires with different speed ratings are installed on a vehicle, they should be installed with like pairs on the same axle. The speed capability of the vehicle will become limited to that of the lowest speed rated tires. It is also recommended that the lower speed rated tires be placed on the front axle regardless of which axle is driven to help prevent potential oversteer.

Use of lift kits with some vehicle/tire combinations can cause instability. When changing tire sizes, always consult Dealer for optimum rim width and carefully check vehicle/tire clearances.

RETRADED TIRES

Retreaded passenger and light truck tires are not warranted by Goodyear and Dunlop for any reason. Goodyear and Dunlop speed ratings and U.S. Department of Transportation test compliance certifications are voided for retreaded tires.

DO MAINTAIN VEHICLE SUSPENSION, WHEEL ALIGNMENT AND BALANCE AND ROTATE YOUR TIRES

Lack of rotation, worn suspension parts, underinflation/overinflation, wheel imbalance and misalignment can cause vibration or irregular tire wear. Rotate your tires according to your vehicle manufacturer's recommendations or at maximum intervals of 6,000 miles/10,000 km.

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FOR ADDITIONAL INFORMATION, SEE THE "CONSUMER TIRE GUIDE" PUBLISHED BY THE TIRE INDUSTRY SAFETY COUNCIL, P.O. BOX 1801, WASHINGTON, DC 20013-1801, OR WRITE THE GOODYEAR CONSUMER RELATIONS, DEPT. 728, 1144 E. MARKET ST., AKRON, OH 44316. IN CANADA YOU CAN WRITE TO GOODYEAR CUSTOMER ASSISTANCE CENTRE, 450 KIPLING AVENUE, TORONTO, ONT. M8Z 5E1. YOU MAY ALSO CALL GOODYEAR AT 1-800-321-2136 IN THE UNITED STATES OR AT 1-800-387-3288 IN CANADA.

You must go to an authorized Goodyear or Dunlop outlet for replacement tires and all warranty service.

TIRE SERVICE LIFE

Tires are designed and built to provide many thousands of miles of excellent service. For maximum benefit, tires must be maintained properly to avoid tire damage that may result in removal from service before the tread is worn down to minimum depth.

It is not practical to accurately predict the service life of any specific tire in chronological time since service conditions vary widely. The serviceability of a tire over time is a function of the storage and service conditions (inflation pressure, load, speed, road hazard injury, etc.) to which a tire is subjected. Consumers should not rely solely on the appearance of the tire, but should be aware of any change in dynamic performance such as increased air loss, noise or vibration, which could be a sign to remove the tire. Therefore, it is essential to have tires, including spares, inspected regularly (at least monthly) for proper inflation pressure, damage and treadwear.

FOR SERVICE ASSISTANCE OR INFORMATION, FIRST CONTACT THE NEAREST GOODYEAR OR DUNLOP RETAILER.

- 1) For assistance in locating the nearest Goodyear or Dunlop Retailer, look in the Yellow Pages under Tire Dealers - New.
- 2) If additional assistance is required: in U.S.A., call the Customer Assistance Center at 1-800-321-2136 or write to:
Customer Assistance Center
Dept 728
1144 East Market Street
Akron, OH 44316-0001

In Canada, call the Customer Assistance Centre at 1-800-387-3288 or write to:
Customer Assistance Centre
450 Kipling Avenue
Toronto, Ont. M8Z 5E1

GENERAL TIRE LIMITED WARRANTY AND ADJUSTMENT POLICY

This Limited Warranty and Adjustment (the "Policy") is issued by Continental Tire North America, Inc. (the "Company") and is applicable for Continental and General-brand original equipment tires and is a promise of replacement under certain specified conditions. This Policy applies to tires in normal service displaying adjustable conditions (see Section 4) and does not require the existence of a workmanship or material related condition in order to qualify for adjustment. THIS POLICY IS NOT A WARRANTY THAT YOUR TIRE WILL NOT FAIL OR BECOME UNSERVICEABLE IF NEGLECTED OR MISTREATED.

1. ELIGIBILITY

- This Policy applies to the owner of Passenger Car, Light Truck and Serva-Spare tires bearing the Continental or General brand name and serial numbers, and operated in normal service.
- Eligible tires must be the original equipment tires, used on the vehicle on which they were originally installed by the vehicle manufacturer.
- Tires branded "used" are not eligible under this Policy.

2. WHAT IS THE ADJUSTMENT POLICY AND FOR HOW LONG?

Limited warranty coverage is for a maximum period of 72 months from the date of purchase*, determined by the new vehicle registration date or new vehicle sales invoice showing date of purchase.

If an eligible Passenger or Light Truck or Serva-Spare tire, used in normal service, becomes unserviceable from a condition other than those listed under Section 4, during or after the time or treadwear periods shown below, it will be replaced with a comparable** new Continental or General brand tire according to (A) and (B) below.

(A) Free Replacement Policy:

	Time*	Treadwear
Passenger Tire	First 12 Months or First 2/32nds , (whichever comes first).	
	Mounting & Balancing included free of charge.	Owner pays all applicable taxes.
Light Truck Tire	First 12 Months or First 2/32nds , (whichever comes first).	
	Mounting & Balancing included free of charge.	Owner pays all applicable taxes. (Excluding F.E.T.)
Serva-Spare Tires	No Time Limit First 1/32nd	
	Mounting & Balancing included free of charge.	Owner pays all applicable taxes.

(B) Pro Rata Replacement Policy: Passenger/Light Truck Tires

After the "Free Replacement Policy" expires (set forth in section 2A), and the tire is still within 72 months from the date of purchase*, you will pay, on a pro rata basis, for a comparable** new Continental or General brand replacement tire. A tire is eligible for an adjustment on a pro rata basis until the tread is worn down to the tread wear indicators (2/32nds of an inch of tread remaining). The tire tread is worn out at this point and this Policy ends regardless of time period. Owner pays all applicable taxes (including F.E.T.), mounting and balancing charges.

Serva-Spare Tires

After the "Free Replacement Policy" expires (set forth in section 2A), no adjustment will be made.

* At the time of claim, you need to present your new vehicle registration or new vehicle sales invoice showing date of purchase. If satisfactory proof-of-purchase date is not provided, the D.O.T. certification date of manufacture (tire serial number) will be used.

** A "comparable" new Continental or General brand tire may be either the same tire line or the same basic construction but with a different sidewall or tread configuration. If a higher-priced tire is accepted as replacement, the owner will pay the difference in price. Any tire replaced under this Policy will be covered by the current Continental/ General Tire Limited Warranty and Adjustment Policy.

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3. HOW A PRO RATA PRICE IS CALCULATED

The replacement tire price will be determined by multiplying the percentage of the usable tread worn by the Dealers Selling Price (excluding all applicable taxes) at the time of the adjustment or the Continental/General brand current published Adjustment Base Price, whichever is lower. The usable tread is the original tread down to the tread wear indicators (2/32nds of an inch of tread remaining). The Adjustment Base Price is intended to fairly represent a Dealer's Selling Price for the same or comparable tire.

4. WHAT IS NOT COVERED BY THE ADJUSTMENT POLICY

a. The following conditions are not covered:

Road Hazard: Cuts, snags, punctures, bruises or impact breaks and any damage caused by puncture or tire repair.

Ride/Vibration: After "Free Replacement Policy" (set forth in section 2A) expires.

Tire Damage or Failure Resulting From Improper Operation or Maintenance: Load, speed, and inflation practices causing excessive operational temperatures to exceed the tire capabilities.

Tire damage (including irregular treadwear) or failure resulting from: improper mounting or demounting, damaged rim, wheel alignment, tire truing, chain damage, brakes or any similar mechanical problem, extreme temperature exposure, misuse, negligence, and abusive driving such as tire spinning, racing or accident damage.

Tire failure resulting from intentional alterations: such as adding a white inlay on a blackwall or sealant materials.

Age Conditions: Weather checking/cracking coverage is for a maximum period of 48 months from the date of purchase.

b. Continental/General Exclusions -

Tire(s) submitted for an adjustment in service for longer than 72 months from date of purchase*, are not covered by this policy.

Tire(s) on any vehicle registered and normally operated outside the United States and Canada are not covered under this Policy. For tires on vehicles normally operated outside the United States and Canada, see the nearest Continental or General Tire dealer or distributor for local coverage.

Tire(s) transferred from the vehicle on which they were originally installed are not covered under this Policy.

Company does not offer tread wearout coverage up to a predetermined mileage under this Policy. Tire(s) used in racing related activities or competitive events are not covered by this Policy.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE OR INTENDED BY COMPANY. COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PAR-

TICULAR PURPOSE, ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

NO COMPANY EMPLOYEE, RETAILER OR DEALER HAS THE AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, PROMISE OR AGREEMENT ON BEHALF OF COMPANY EXCEPT AS STATED IN THIS LIMITED WARRANTY.

TO THE EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS LIABILITY FOR ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

(Continued on next page)

5. COMPANY'S OBLIGATIONS

Any replacement qualifying under this Adjustment Policy will be made by any Continental/General brand authorized dealer or vehicle dealer authorized to handle Continental or General brand tire adjustments. Company will replace the tire pursuant to the terms of this Adjustment Policy.

6. OWNER'S OBLIGATIONS

To make a claim under this Policy concerning any tire which is covered by this Policy, you must present your claim with the tire to any Continental or General brand tire dealer or vehicle dealer authorized to handle Continental or General brand tires. For the nearest Continental or General brand tire dealer, check the Yellow Pages, or use the Continental or General brand Internet address, or one of the "800" numbers shown under "For Customer Assistance." To be eligible for the terms of this Policy, you need to present your new vehicle registration form or new vehicle sales invoice showing date of purchase. Tires replaced on an adjustment basis become the property of Company. You will be required to sign the Company Limited Warranty Claim Form or dealer replacement sales receipt.

You are responsible for payment of all applicable taxes demounting, mounting and balancing charges set forth under this Policy. You are also responsible for payment of local tire-disposal fees and any parts or service regardless of mileage or months of service. This includes payment for tire rotation, alignment, towing, road service, valve stems and tire repairs.

Owner is responsible for maintaining proper tire air pressure and for proper maintenance of the tire.

THE WARRANTOR

The warrantor of Continental and General brand tires is Continental Tire North America, Inc., 1830 McMillan Park Drive, Fort Mill, SC 29707.

For Customer Assistance:
1-800-847-3348 (Nationwide)
1-800-461-1776 (In Canada)
<http://www.generaltire.com>
<http://www.continentaltire.com>

SAFETY WARNING

Disregarding any of the safety precautions and instructions contained in the Owner's Manual or the Important Tire Safety Information in this booklet may result in tire failure or explosion causing serious personal injury or death.

WHO IS COVERED

The owner of a Michelin Passenger or Light Truck tire which bears the Michelin name and complete DOT identification number.

WHAT IS COVERED AND FOR HOW LONG

Michelin Passenger and Light Truck tires, used in normal service on the vehicle on which they were originally fitted and in accordance with the maintenance recommendations and safety warnings contained in the owner's manual and in the Important Tire Safety Information Section of this booklet, are covered by this limited warranty against defects in workmanship and material for the life of the original usable tread, or 6 years from the date of purchase, whichever comes first. At that time, all warranties, express or implied, are terminated. The usable tread is the original tread down to the level of the tread wear indicators - 2/32nds of an inch (1.6mm) of tread remaining. Date of purchase is documented by new vehicle registration or tire sales invoice. If no proof of purchase, coverage will be based on date of manufacture. Replacement will be made in accordance with the terms and conditions described under "What Michelin Will Do".

WHAT IS NOT COVERED

Tires which become unserviceable due to:

- Road hazard injury (e.g., a cut, snag, bruise, impact damage, or puncture, whether repairable or not);
- Incorrect mounting of the tire, tire/wheel imbalance, or improper repair;
- Misapplication, underinflation, overinflation, improper maintenance, racing, or other abuse;
- Uneven or rapid wear which is caused by mechanical irregularity in the vehicle such as wheel misalignment (a measured tread difference of 2/32nds of an inch (1.6mm) or more across the tread on the same tire) resulting in uneven or rapid wear;
- Accident, fire, chemical corrosion, fire alteration, or vandalism;
- Ozone or weather cracking;
- Flat spotting caused by improper storage or brake-lock;
- The adding of liquid, solid or gaseous materials other than air, nitrogen, or carbon dioxide (e.g. waterbase sealers or balancing substances).

WHAT MICHELIN WILL DO**PASSENGER AND LIGHT TRUCK TIRES**

A tire which becomes unserviceable due to a condition covered by this limited warranty will be replaced with a comparable new Michelin tire, free of charge, when 2/32nds of an inch (1.6mm) or less of the original tread is worn, (or 25% or less, whichever is most beneficial to the user) and within 12 months of the date of purchase. Mounting and balancing of tires is included. The cost of any other service charges or applicable taxes are payable by the user.

When more than 2/32nds of an inch of original tread has been worn (or more than 25%, whichever is most beneficial to the user) or after 12 months from date of purchase, the user must pay the cost of a comparable new Michelin passenger or light truck replacement tire on a pro-rata basis. The dealer shall determine the charge by multiplying the percentage of the original usable tread worn by the current actual selling price at the adjustment location or the price on the current Michelin Base Price List, whichever is lower. This List is based on a predetermined price intended to fairly represent the actual selling price of the tire. The cost of mounting, balancing and any other service charges or applicable taxes are payable by the user.

WHAT THE CONSUMER MUST DO

When making a claim under the terms of this limited warranty, the consumer must present the tire to an authorized Michelin Dealer. To locate an Authorized Tire Dealer, check the yellow pages under "Tire Dealers - Retail."

The vehicle on which the tire was used should be available for inspection.

It is essential that you read and understand the safety and maintenance recommendations (see Safety Maintenance Information) for your tires.

(Continued on next page)

CONDITIONS AND EXCLUSIONS

THIS LIMITED WARRANTY DOES NOT PROVIDE COMPENSATION FOR LOSS OF TIME, LOSS OF USE OF VEHICLE, INCONVENIENCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGE.

TIRES PRESENTED FOR CLAIM REMAIN THE PROPERTY OF THE CONSUMER AND MICHELIN ACCEPTS NO RESPONSIBILITY FOR LOSS OF, OR DAMAGE TO, TIRES WHICH ARE IN THE CUSTODY OR CONTROL OF A MICHELIN TIRE DEALER FOR THE PURPOSES OF INSPECTION FOR WARRANTY ADJUSTMENT. IN THE EVENT OF A DISPUTED CLAIM, THE CONSUMER MUST MAKE THE TIRE AVAILABLE FOR FURTHER INSPECTION.

NO MICHELIN REPRESENTATIVE, EMPLOYEE OR DEALER HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS LIMITED WARRANTY.

THIS LIMITED WARRANTY APPLIES ONLY IN THE UNITED STATES AND CANADA.

CONSUMER RIGHTS

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE.

SAFETY MAINTENANCE INFORMATION

Read your vehicle owners manual, the information on the sidewall of your tires, the vehicle tire information placard and the important Tire Safety Information section of this booklet for essential safety and maintenance information.

THE WARRANTOR

The warrantor of Michelin Tires is Michelin North America, Inc. 1 Parkway South, P.O. Box 19001, Greenville, South Carolina 29602-9001.

For Customer Assistance:
1-800-TIRE HELP (800-847-3435) (U.S.)
1-888-871-4444 (Canada)
www.michelinman.com (U.S.)
www.michelin.ca (Canada)

Or write to:
Consumer Care
P.O. Box 19026
Greenville, SC 29602-9026

DANGER

Disregarding any of the safety precautions and instructions contained in the Owner's Manual or the important Tire Safety Information in this booklet may result in tire failure or explosion causing serious personal injury or death.

PASSENGER TIRES AND LIGHT TRUCK TIRES LIMITED WARRANTY

Toyo Tire (U.S.A.) Corporation warrants Toyo brand passenger tires, light truck tires and "T" Type temporary spare tires mounted on vehicles as original equipment for adjustable conditions as follows:

Important: In accordance with Federal Law, this warranty has been designated as a "Limited Warranty." Nothing in this limited warranty is intended to be a representation that tire failures cannot occur.

WHAT IS COVERED BY THE LIMITED WARRANTY

Toyo brand passenger tires, light truck tires and full size spare tires are warranted for adjustable conditions for the new, original usable tread until worn down to the tread wear indicators (2/32nds of an inch of tread remaining) or for 60 months from the date of purchase (as verified by a copy of the original new vehicle purchase invoice), whichever comes first. In the event the original new vehicle purchase invoice is unavailable, the DOT serial number will be used to determine eligibility. See "What Is Not Covered" listed below. Presence of a manufacturing anomaly is not necessarily required to qualify for adjustment.

- (1) When 25% or less of the original usable tread of a radial tire has been worn, the tire will be replaced with a comparable new Toyo tire free of charge, including mounting and balancing. The original usable tread is the original tread down to the level of the tread wear indicators (2/32nds of an inch of tread remaining). Adjustments for ride disturbances or vibration, which cannot be corrected by balancing, are only adjustable in the first 25% of usable tread (a set of four tires will not be accepted for ride disturbance). Service charges or any applicable taxes are payable by you.
- (2) When more than 25% of the original usable tread of a radial tire has been worn, the user must pay for the cost of a comparable new Toyo replacement tire based on the amount of tread used. This is calculated by dividing the number of 32nds of an inch used by the original usable tread depth and multiplying by the actual current dealer selling price. The original usable tread is the original tread down to the level of the tread wear indicators (2/32nds of an inch of tread remaining). Service charges or any applicable taxes are payable by you.
- (3) The tires must be used in normal highway service on the vehicle they were originally installed, used in non-commercial service and in accordance with the maintenance recommendations and safety warnings contained in the Owner's Manual and in the Important Tire Safety Information section of this booklet.

"T" TYPE TEMPORARY SPARE TIRE

If an examination by Toyo shows that the "T" Type temporary spare tire does not conform to this limited warranty, it will be replaced with a comparable new Toyo tire by an authorized Toyo dealer as follows:

- (1) When 50% or less of the original usable tread has been worn, the tire will be replaced with a comparable new Toyo tire free of charge. Mounting and balancing, service charges or any applicable taxes are payable by you.
- (2) When more than 50% of the original usable tread has been worn, you must pay for the cost of a comparable new Toyo replacement tire based on the amount of tread used. Mounting and balancing, service charges or any applicable taxes are payable by you.

(Continued on next page)

- (3) Limited warranty duration is the life of the original usable tread (down to 2/32nds of an inch of tread remaining) or for 80 months from the date of purchase (as verified by a copy of the original new vehicle purchase invoice), whichever comes first. In the event the original new vehicle purchase invoice is unavailable, the DOT serial number will be used to determine eligibility.

TEMPORARY SPARE TIRE SAFETY INFORMATION

The spare tire your car is equipped with may be of a different size and construction from the other tires on your vehicle. When using any temporary type spare tire, be sure to follow the vehicle manufacturer's instructions. **FAILURE TO OBSERVE RECOMMENDED PRECAUTIONS COULD LEAD TO ERRATIC VEHICLE BEHAVIOR AND/OR TIRE DAMAGE POSSIBLY RESULTING IN AN ACCIDENT.**

- (1) A "T" Type temporary spare tire is designed for temporary use only. It must not be used as a standard tire continuously. The temporary spare tire should be returned to the trunk as soon as it is convenient to have your standard tire repaired or replaced.
- (2) "T" Type temporary spare tires should NOT BE used for speeds exceeding 50 miles per hour.
- (3) NEVER use chains on "T" Type temporary spare tires because it could cause damage to your vehicle.
- (4) When you replace the temporary spare tire, replace it only with the same type of tire.
- (5) Check inflation pressure before use. Failure to have proper inflation pressure when using your spare tire can result in serious personal injury or death. Maintain inflation pressure of 35 psi for the temporary full size spare and 60 psi for the "T" Type, high pressure, temporary spare tire. When inflating or adding air to a "T" Type temporary spare tire, be very careful since the smaller tire volume can gain pressure much more rapidly than a normal full size tire.
- (6) Placing (mounting) your temporary use tire on a wheel which is not specifically designed for use with the temporary use tire or placing another type tire on your temporary use wheel can be dangerous. Your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle Owner's Manual for proper use of your "temporary use" spare tire.
- (7) The "T" Type high pressure temporary spare tire should not be used with any other wheel nor should standard tires, snow tires, wheel covers or trim rings be used on the high pressure spare tire wheel.
- (8) Do not operate your vehicle with more than one temporary spare in use (this does not apply to a full size spare) and only at limited speeds and distances as indicated on the sidewall of the tire.
- (9) The "T" Type temporary spare tire may lower ground clearance when used. Avoid driving over large obstacles and other road hazards. Check your vehicle Owner's Manual for other special clearance precautions when using the "T" Type temporary spare tire provided in your vehicle.
- (10) Follow the maintenance recommendations and safety warnings contained in the Owner's Manual and in the Important Tire Safety Information section of this booklet.

(Continued on next page)

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY

- (1) Mileage is not warranted.
- (2) Damage due to road hazards, whether repairable or not (such as cut, snag, bruise, impact break, bulge, puncture, improper use of tire chains, stone drill, chip, scale). These types of damages or air loss always require tire removal and inspection by a qualified tire professional.
- (3) Irregular tread wear or rapid tread wear due to failure to rotate the tires at recommended intervals or from vehicle misalignment.
- (4) Damage resulting from improper repair materials or procedures such as rope type plugs. Toyo does not warrant any inspection or repair process. The repair is entirely the responsibility of the repairer and should be made in accordance with procedures as specified by the Rubber Manufacturers Association (RMA).
- (5) Damage from incorrect mounting or dismounting of the tire, incorrect wheel size, water or other material trapped inside the tire during mounting or failure to balance the tires.
- (6) Damage or uneven tread wear from incorrect inflation, overloading, fire, theft, defective mechanical conditions such as brakes, shocks, rims, wreck or collision, misuse, misapplication, negligence, willful damage or abuse, vandalism, tire alteration, tire spinning, racing or competition purposes.
- (7) Damage, corrosion or rubber deterioration due to the use of oil-based chemicals, water-based sealers, balancing substances, or flammable gases.
- (8) Uniformity problems such as ride, balance and vibration complaints after the first 25% of tread wear.
- (9) Replacement of four (4) or more tires from the same vehicle will not be accepted for ride disturbance complaints i.e. vibration, out of round, out of balance, pulling, noise, due to the unlikely event of multiple tires with uniformity problems.
- (10) Claims for weather/ozone cracking after 5 years from the date of manufacture.
- (11) Any tire which has been run with low air pressure or while flat.
- (12) Tires used in commercial service.
- (13) Tires on vehicles regularly operated outside the United States.
- (14) Claims made by anyone other than the original retail purchaser of the vehicle.
- (15) Tires with the D.O.T. identification number removed or rendered illegible.
- (16) Any tire not presented and available for Toyo's inspection.
- (17) Any tire for which mileage and tire rotation records are not available or verifiable.
- (18) Any tires worn beyond the wear bars (less than 2/32nds of an inch of tread remaining).
- (19) Tires not supplied as original equipment on new vehicles (refer to Owner's Manual for coverage).
- (20) "T" Type temporary spare tires used at speeds over 50 miles per hour, exhibiting such damage.
- (21) Dealer service charges are not covered for routine or required maintenance of the tires such as alignments, rotation or balancing.
- (22) The cost of applicable federal, state and local taxes and fees.
- (23) Retreaded passenger and light truck tires are not warranted.

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CONSUMER'S OBLIGATION

The consumer is responsible for proper tire care and maintenance:

- (1) It is recommended tires be rotated every 3,500 miles or less for high performance (low profile) tires or every 7,500 miles or less for standard passenger and light truck tires. More frequent rotation may be necessary if, upon inspection, irregular or erratic tread wear is beginning to appear. As a general rule, front and rear tire tread depth differential should be kept to 2/32nds of an inch or less. Keep a record of the rotation.
- (2) The consumer must maintain the recommended air pressure in the tires according to vehicle manufacturer's recommendation. Check inflation pressures on all your tires, including the spare tire, when tires are cold, at least once a month before driving. Maintaining proper inflation pressure is the single most important thing you can do to ensure optimum tread life and tire durability. To avoid injury, NEVER reinflate a tire that has been run severely underinflated.
- (3) The consumer must maintain the vehicle's alignment in accordance with vehicle manufacturer's specifications.
- (4) The load capacity of the tires must not be exceeded.

- (5) The tire's maximum speed capability must not be exceeded.
- (6) Follow the maintenance recommendations and safety warnings contained in the Owner's Manual and in the Important Tire Safety Information section of this booklet.

TO MAKE A CLAIM UNDER THIS LIMITED WARRANTY

In the event that you make a claim under the terms of the warranty, we ask the consumer to:

- (1) Present your tires and your vehicle to an authorized Toyo dealer. Call consumer relations at (800) 442-8898 (Pacific Time) or (888) 444-8696 (Eastern Time) for assistance locating the nearest Toyo tire dealer or visit our web site at www.toyo.com for our dealer locator.
- (2) Complete and sign the Toyo Limited Warranty Claim form provided by the dealer and leave the tire with the dealer for warranty processing.

NOTE: Check with your vehicle dealership. They may also assist you with your tire service requirements or in obtaining tire warranty service from the tire manufacturer.

The consumer is entitled to an adjustment in accordance with the warranty that was in effect when the tire was installed on the vehicle as original equipment. The adjustment policy provides for replacement with a comparable new Toyo tire if a Toyo tire becomes unservice-

able due to an adjustable condition verified by Toyo's inspection of the tire. Free replacement or a pro rata charge depends on the remaining usable tread when tire is presented for adjustment.

LIMITATIONS AND EXCLUSIONS

THIS LIMITED WARRANTY APPLIES ONLY TO THE 50 UNITED STATES, AND THE DISTRICT OF COLUMBIA. THIS WARRANTY IS THE ONLY WRITTEN WARRANTY PROVIDED BY TOYO. No Toyo employee, representative or dealer has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this limited warranty.

LIMITATION AND EXCLUSION ON DAMAGES: TOYO SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY, (including, for example loss of time, loss of use of vehicle, towing charges, road service or inconveniences). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to you.

YOUR RIGHTS UNDER STATE LAW

This limited warranty gives you specific legal rights; and you may also have other rights, which vary from state to state.

THE WARRANTOR

The warrantor of Toyo Tires is Toyo Tire (U.S.A.) Corporation, 8261 Katella Ave., Suite 2B, Cypress, California 90630.

(Continued on next page)

FOR ASSISTANCE

Contact your authorized Toyo Tire retailer or call Toyo Tire Consumer Relations at (800) 442-8696 (Pacific Time) or (888) 444-8696 (Eastern Time) Monday through Friday 8:00 am to 4:45 pm.

IMPORTANT SAFETY AND MAINTENANCE INFORMATION!

Any tire, no matter how well constructed, can fail as a result of punctures, impact damage, improper inflation or other conditions resulting from use. Tire failures may create a risk of property damage or personal injury. To reduce the risk of tire failure, we strongly recommend the following:

WARNING!**SERIOUS INJURY MAY RESULT FROM:**

- (1) Tire failure due to underinflation, vehicle overloading or use in excess of legal speeds – follow Owner's Manual and tire data placard in your vehicle.
- (2) Explosion of tire/rim assembly due to improper mounting – only specially trained persons should mount tires.

Refer to the tire data placard, the Owner's Manual and Important Tire Safety Information and instructions contained in this booklet.

WHO IS THE WARRANTOR

The warrantor of the tires supplied as original equipment on your new Nissan vehicle is the tire manufacturer or tire distributor of your specific tires. Nissan is **NOT** the warrantor of your original equipment tires. The warrantor for each of the tire brands which may be installed as original equipment on your new Nissan is listed below.

- **BFGoodrich Tires**
P.O. Box 19026
Greenville, South Carolina 29602-9026
1-877-788-8889 (U.S.)
1-888-871-8886 (Canada)
- **Bridgestone Firestone North American Tire LLC**
535 Mariott Dr.
Nashville, Tennessee 37214
1-800-847-3272
- **Continental General Tire, Inc.**
1830 McMillan Park Drive,
Fort Mill, South Carolina 29707
1-800-847-3348
1-800-461-1776 (in Canada)
<http://www.continentaltire.com>
<http://www.continentaltire.ca>
<http://www.generaltire.com>
- **Goodyear Tire & Rubber Company**
(Goodyear and Dunlop Tires)
1144 E. Market Street
Akron, Ohio 44316
1-800-321-2136

- **Michelin North America, Inc.**
1 Parkway South
P.O. Box
19001 Greenville, South Carolina 29602-9001
1-800-TIRE HELP (1-800-847-3435) - U. S.
1-888-871-4444 (Canada)
- **Toyo Tire (U.S.A.) Corporation**
6261 Katella Ave., Suite 2B
Cypress, California 90630
1-800-442-8696 (Pacific Time)
1-888-444-8696 (Eastern Time)
<http://www.toyo.com>

WHAT IS COVERED

The tire manufacturer's warranty for the specific tires supplied as original equipment on your vehicle may be found on the preceding pages.

Please refer to the following pages for important safety information.

WHAT YOU MUST DO

To obtain information on tire warranties and tire dealer service locations or for customer service, contact the appropriate warrantor listed above.

In order to obtain warranty service, you must present the unserviceable tire to an authorized Nissan dealer or to an authorized dealer of the warrantor in the United States or Canada. Their names and addresses are listed in your local telephone directory. Your Nissan dealer will also assist you with your tire service requirements or in obtaining tire warranty service from the tire manufacturer.

Any tire, no matter how well constructed, may fail due to improper maintenance or service factors. This could create a risk of property damage and serious or fatal injury. Disregarding any of the safety precautions and instructions contained in this manual may result in tire failure or explosion causing serious personal injury or death. For your safety, comply with the following:

TIRE INFLATION

Keep tires inflated to the pressures recommended on the tire data placard. (See your OWNER'S MANUAL for location.) These inflation pressures must be maintained as a minimum. However, do not exceed the maximum pressure rating indicated on the tire sidewall.

CHECK INFLATION PRESSURES ON ALL YOUR TIRES, INCLUDING THE SPARE, WHEN TIRES ARE COLD, AT LEAST ONCE A MONTH BEFORE DRIVING.

Failure to maintain correct inflation may result in improper vehicle handling and may cause rapid and irregular tire wear, sudden tire destruction, loss of vehicle control and serious personal injury. Therefore, inflation pressures should be checked at least once a month and always prior to long distance trips.

Pressures should be checked when tires are cold. The tires are cold when your vehicle has been driven less than a mile at moderate speed after having stopped for three or more hours.

CHECKING PRESSURE WHEN TIRES ARE HOT

If you must add air when your tires are hot, add four pounds per square inch (psi) (28kPa) above the recommended cold air pressure. Recheck the inflation pressure when the tire is cold.

For Example Only:

Gauge reading of hot tire: 32psi

If recommended pressure is: 30psi

Desired gauge reading of hot tire 30 + 4psi = 34psi

Check cold pressures as soon as possible, at least by the next day. Never "bleed" air from hot tires as your tire will be underinflated. Use an accurate tire gauge to check pressures. Never allow children to air up tires.

DRIVING ON ANY TIRE THAT DOES NOT HAVE THE CORRECT INFLATION PRESSURE IS DANGEROUS. For replacement tires, the correct inflation pressure will be provided by your tire dealer. If not, refer to the vehicle decal.

Underinflation produces extreme flexing of the sidewalls and builds up heat which may result in sudden tire destruction and serious personal injury. Overinflating can cause the tire to be more susceptible to impact damage.

LOAD LIMITS

DO NOT OVERLOAD. DRIVING ON ANY OVERLOADED TIRE IS DANGEROUS. Never load your tires beyond the load carrying limits molded into the sidewall of the tires or the maximum vehicle load limit as shown on the vehicle tire data placard, whichever is

less. Overloading causes heat to build up which can lead to sudden tire failure and serious personal injury.

SPEED LIMITS AND SPEED RATED TIRES

HIGH SPEED DRIVING CAN BE DANGEROUS. Never operate your vehicle in excess of lawful speeds or the maximum speeds justified by the driving conditions. Excessive speeds or racing can cause heat buildup in a tire leading to possible failure and serious personal injury.

Correct inflation pressure is especially important. However, at high speeds, even with the correct inflation pressure, a road hazard, for example, is more difficult to avoid and if contact is made, there is a greater chance of causing tire damage than at the lower speed. Moreover, driving at high speed reduces the reaction time available to avoid accidents and bring your vehicle to a safe stop. If you see any damage to a tire or wheel, replace it with your spare tire and see your tire dealer at once.

Tire speed ratings do not imply that a vehicle can be safely driven at the maximum speed for which the tire is rated. In addition, some damages or improper repairs may cause a speed-rated tire to lose its speed rating. Exceeding the tire's maximum speed rating will cause the tire to build up excessive heat which can cause tire damage that could result in sudden tire destruction and rapid air loss. Failure to control a vehicle with sudden air loss can lead to an accident. In any case, you should not exceed reasonable speeds as indicated by the legal limits and driving conditions.

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1 Provided by and published at the request of the tire manufacturers/warrantors.

SPEED SYMBOLS -are shown on the sidewall of some tires. The following table shows the maximum speed corresponding to the symbol.

SPEED RATINGS

†Speed Rating	Speed	
	mph	km/Hr
M	81	130
N	87	140
P	93	150
R	99	160
R	106	170
S	112	180
T	118	190
H	130	210
W	168	270
Y	186	300
V*	149	240
Z**	149	240

*Some V (or VR) rated tires may have a speed capacity of greater than 149 mph (240 km/h). Consult your tire manufacturer for maximum speed ratings if your vehicle capability exceeds this speed.

**Z (or ZR) rated tires are designed for use on cars with maximum speed capabilities in excess of 149 mph (240 km/h). Consult your tire manufacturer for maximum speed capabilities.

†Although a tire may be speed rated, we do not endorse the operation of any vehicle in an unsafe or unlawful manner. Speed ratings are based on laboratory tests

which relate to performance on the road, but are not applicable if tires are underinflated, overloaded, worn out, damaged, altered, improperly repaired, or retreaded. Furthermore, tire speed ratings do not imply that vehicles can be safely driven at the maximum speed for which the tire is rated, particularly under adverse road and weather conditions or if the vehicle has unusual characteristics. Most highway passenger tires that do not have a speed symbol in the sidewall have a maximum speed rating of 105 mph. Light truck highway tires that do not have a speed symbol on the sidewall of the tire have a maximum speed of 87 mph. Some light truck tires may have higher maximum speeds; consult your tire dealer. The speed and other ratings of retreaded tires are assigned by the retreader and voids the original manufacturer's ratings.

IMPORTANT: In order to maintain the speed capability of the vehicle, replacement tires must have speed ratings equal to or higher than those fitted as original equipment (as indicated on the vehicle placard or OWNER'S MANUAL). If tires with lower speed ratings are fitted, the speed capability of the vehicle will be lowered to the maximum speed capability of the replacement tire as indicated on the above table.

Remember...High speed driving can be dangerous and may be damaging to your tires.

And...When driving at highway speeds, correct inflation pressure is especially important.

Contact the manufacturer of your tires for their position and assistance on the repair of speed-rated tires. When you are replacing tires that have a speed rating, you

must replace with tires of the same or higher speed rating if the speed capability of the vehicle is to be maintained.

VISUAL INSPECTION

INSPECT YOUR TIRES. DO NOT DRIVE ON A DAMAGED TIRE OR WHEEL. Check your tires frequently for scrapes, bulges, separations, cuts, snags, cracks, penetrations or excessive localized wear from hard braking. Also check for abnormal tire wear, particularly on the edges of the tire tread which may be caused by misalignment or underinflation. Impacts can damage the inner portion of the tire without being visible on the outside. If damage can be seen on the tires or wheels, or if you suspect that possible impact damage may have occurred, replace with spare at once and have your tire store or dealer inspect your tires immediately. Use of a damaged tire could result in tire destruction. When inspecting your tires, including the spare, check your air pressures. If your pressure check indicates that one of your tires has lost pressure of two pounds or more, look for signs of penetrations, valve leakage, or wheel damage that may account for the air loss.

All tires will wear out faster when subjected to high speeds as well as hard cornering, rapid starts, sudden stops, frequent driving on roads which are in poor condition, and off-road use. Roads with holes and rocks or other objects can damage tires and cause misalignment of your vehicle. When you drive on such roads, drive on them carefully and slowly, and before driving again at normal or highway speeds, examine your tires for any damage, such as cuts, bulges, penetrations, unusual wear patterns, etc.

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TREAD WEAR INDICATORS (WEAR BARS): Tires contain Tread Wear Indicators (Wear Bars) in the grooves of the tire tread which show up when only 2/32nds of an inch (1.6mm) of tread is remaining. At this stage, your tires must be replaced. Tires worn beyond this stage are dangerous.

* Provided by and published at the request of the tire manufacturers/warrantors.

HAZARDS

Objects in the road that threaten a tire should be safely avoided. These objects are potholes, glass, metal, rocks, wood debris and the like. Unavoidable contact should prompt a thorough tire inspection.

You may not always recall hitting an object that can damage or injure your tires. If while driving your vehicle experiences any unusual vibrations, ride disturbance or noise and/or you suspect that possible damage to the tires or vehicle has occurred, **DO NOT JAM OR LOCK YOUR BRAKES!** Rather reduce your speed and drive with caution until you can safely pull off the road. Stop and inspect the tires. If the tire is underinflated or damaged, deflate, remove the tire and rim assembly and replace it with your spare. If you cannot detect a cause, have the vehicle towed to the nearest vehicle or tire dealer to have the vehicle inspected.

REPAIRING, MOUNTING AND DEMOUNTING OF TIRES

Do not attempt to repair, mount or demount a tire yourself. Tire changing can be dangerous and must be done by professionally trained persons using proper tools and procedures as specified by the Rubber Manufacturers Association (RMA). Follow these mounting recommendations. Your tires should be mounted on wheels of correct size and type and which are in good, clean condition. Bent, chipped or rusted wheels may cause tire damage. The inside of the tire must be free from foreign materials. Have your dealer check the wheels before mounting new tires. Mismatched tires and rims can explode during mounting. Also, mismatched tires and rims can result in dangerous tire failure on the road. If a tire is mounted by error on the wrong-sized rim, do not remount it on the proper rim - scrap it. It may be damaged internally (which is not externally visible) by being dangerously stretched and could fail on the highway.

Old valves may leak. When new tubeless tires are mounted, have new valves of the correct type installed. Tubeless tires must be mounted only on wheels designed for tubeless tires, i.e., wheels which have safety humps or ledges.

Never perform a temporary repair, use an innertube or inject sealant as a permanent substitute for a proper repair. Only qualified persons should repair tires.

Be sure that all your valves have suitable valve caps. This will keep valve cores clean and clear and guard against leakage.

REPAIRS - WHENEVER POSSIBLE, SEE A TIRE DEALER AT ONCE.

Some tire manufacturers do not warrant any inspection or repair process. The repair is entirely the responsibility of the repairer. Punctures in the tread of a passenger tire which do not exceed 1/4 of an inch (6mm) in diameter can usually be repaired by following the Rubber Manufacturer's Association (RMA) Passenger and Light Truck Repair procedures. Contact the manufacturer of your tires for its position and assistance as to the acceptable location for a proper repair and the repair of speed rated tires. **Do not use plug repairs. They may cause further damage to the tire. They are not always air tight and the plug may fail.** Do not exceed posted speed limits on any repaired tire. Certain tire manufacturers speed ratings are voided if the tire is repaired.

Although a tire was properly repaired, internal structural damage resulting from the puncture may have occurred. Sometime later the damage may cause the tire to be removed from service.

If the tire has a puncture in the tread which exceeds 1/4 inch (6mm), the tire must be replaced. If any tire has sustained a puncture, have the tire inspected internally by a tire dealer for possible damage that may have occurred.

Improper mounting and inflation procedures can cause an explosion of the tire/rim assembly. Only specially trained persons should perform these tasks. Contact your tire store or dealer for assistance.

CAUTION -Never, under any circumstance, introduce a flammable substance into a tire.

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† Provided by and published at the request of the tire manufacturers/warrantors.

WHEEL ALIGNMENT AND BALANCING

Wheel alignment and balancing are important for safety and maximum mileage from your tires. Check how your tires are wearing at least once a month. If your tires are wearing unevenly, such as the inside shoulder of the tire wearing faster than the rest of the tread, or if you detect excessive vibration, your vehicle may be out of alignment or balance. These conditions not only shorten the life of your tires, but adversely affect the handling characteristics of your vehicle which could be dangerous. If you detect irregular wear or vibration, have your alignment and balance checked immediately. Tires which have been run underinflated will show more wear on the shoulders than in the center of the tread.

HARD BRAKING

You must inspect your tires after any hard braking circumstances or after tires have slid on the pavement. This can cause a flat spot in a section of the tire tread.

TIRE SPINNING

Never spin your tires above a speedometer reading of 35 mph (55 km/h) if your vehicle becomes stuck. The centrifugal force generated by the free spinning tire/wheel assembly may cause a sudden tire explosion, resulting in vehicle damage and/or serious personal injury or death. Never allow anyone to stand near or behind a tire spinning at high speed while attempting to push a vehicle that is stuck. When in mud, sand, snow, ice or other slippery conditions, do not indulge in excessive wheel spin. In such conditions, with automatic transmission vehicles, by accelerating the engine excessively, it is possible to spin one of the drive tires

beyond its speed capability. This is also true when balancing a drive tire/wheel assembly using the engine of the vehicle to spin the wheel.

TIRE TREAD

Tires must be replaced when the depth of the tread reaches 2/32 inch (1.6 mm). Tires are manufactured with tread wear indicators molded into the tire grooves which indicate tread wearout. As tires approximate 2/32 inch (1.6 mm) wearout, the tread gauge becomes thinner and more vulnerable to the effects of road hazards. Also, worn tires are more subject to hydroplaning, which can cause loss of control. Therefore, visual tire inspection becomes more crucial as the tires wear out.

WORN TIRES

Never drive on worn tires. Tires should be replaced by trained personnel when 2/32nds of an inch tread depth remains, as indicated by the tread wear indicators molded into the tread grooves. In most states, it is illegal to drive with less than 2/32nds of an inch of tread remaining.

TIRE MIXING

For best performance select tires similar in size and load rating to the original equipment tires. It is recommended that the same size and type of tire be used on all four wheel positions. In certain tires, casing ply material and ply construction may vary as indicated on the sidewall of the tire. When changing or replacing tires, it is preferred that all four tires are the same construction type (i.e., High Performance, All Season, Mud & Snow) and construction (Radial or Bias Ply). Before mixing tires of

different types on a vehicle in any configuration, be sure to check the vehicle OWNER'S MANUAL for its recommendations.

Tires which meet the Rubber Manufacturer's Association (RMA) definition of mud and snow tires are marked M/S, M+S, M&S. On such tires, this designation is molded into the sidewall. Tires without this notation are not recommended for mud and/or snow driving.

If snow tires are needed, it is necessary to select tires equivalent in size and load rating to the original equipment tires. Always fit performance snow tires in sets of four (4) for optimum mud & snow traction and maintenance of vehicle handling characteristics. If you do not, it may adversely affect the safety and handling of your vehicle. It is also important to check the vehicle OWNER'S MANUAL before mixing or matching tires on 4-wheel drive vehicles as this may require special precautions.

Please refer to your OWNER'S MANUAL for more information on tire replacement precautions.

TIRE ROTATION

Tires on your Nissan vehicle should be rotated every 7,500 miles or as irregular wear develops. If irregular wear becomes apparent or if the wear rate on the tires is perceptibly uneven, the tires should be rotated in such a way to alleviate the problem. Check your vehicle for any mechanical problems and correct if necessary. Any rotation pattern or procedure may be followed including those indicated in the OWNER'S MANUAL. Some tires have arrows on the sidewall showing the direction in

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¹ Provided by and published at the request of the tire manufacturers/warrantors.

which the tire should turn. When rotating this type of tire, care must be taken to maintain the proper turning direction as indicated by the arrows. Some vehicles have different tire sizes specified for front and rear axles. Tires on these vehicles should not be rotated side to side (unless they are non-directional). Where a temporary type spare tire is available, it should not be included in the tire rotation schedule. Such tires are intended for temporary use only.

REPLACING TWO TIRES

If your vehicle was originally equipped with four tires that were the same size and you are only replacing two of the four tires, install the new tires on the rear axle. Placing new tires on the front axle may cause loss of vehicle control in some driving conditions and cause an accident and personal injury.

TRAILER TOWING

If you anticipate towing a trailer, you should see a tire dealer for advice concerning the correct size of tire and pressure. Tire size and pressure will depend on the type and size of the trailer and hitch utilized, but in no case must the maximum cold inflation pressure or the tire load rating be exceeded. Check the tire decal and your OWNER'S MANUAL for further recommendations on trailer towing.

TIRE ALTERATIONS

Do not perform any alterations on your tires. Alterations may prevent proper performance, leading to tire damage, which can result in an accident. Tires which become unserviceable due to alterations such as truing, whitewall inlays, addition of balancing or sealant liquids, may be excluded from warranty coverage. Consult your tire warranty.

HIGH PRESSURE TEMPORARY SPARE TIRES

- 1) The high-pressure spare tire in your Nissan vehicle is designed for temporary use only and must not be used continually as a regular tire. The standard tire should be repaired and/or replaced as soon as possible.
- 2) Avoid driving over obstacles that may damage the tire through impact or cutting, such as potholes, glass, metal, etc.
- 3) Speed must not exceed 50MPH (80km/h) for non-speed-rated temporary spare tires.
- 4) Temporary spare tires have a limited treadlife which can vary depending on road conditions and your driving habits. The spare tire should be returned to the trunk as soon as the standard tire can be repaired or replaced.
- 5) Because the high-pressure spare tire was specifically designed for your car, it should not be used on any other vehicle.

- 6) Do not use snow chains on your high-pressure spare. This could cause damage to your vehicle.
- 7) Check the tire's cold inflation pressure monthly and maintain at 60psi (4.2kg/cm²) even when not in use.
- 8) The high-pressure spare tire should not be used with any other rim nor should standard tires, wheel covers, or trim rings be used on the high-pressure spare tire rim which was originally installed.
- 9) When the tread wear indicator appears on the tire, replace it only with the same type spare tire.
- 10) Do not enter an automatic carwash with a temporary spare tire fitted.
- 11) Do not make a sharp turn or apply the brakes suddenly when driving on a high-pressure temporary spare.

Note: When using any temporary type spare tire, be sure to follow the vehicle OWNER'S MANUAL instructions.

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TIRE STORAGE

All tires should be stored in a cool dry place indoors so that there is no danger of water collecting inside them.

When tires are stored they should be stored in a cool place away from sources of heat and ozone such as hot pipes and electric generators. Be sure that surfaces on which tires are stored are clean and free from grease, gasoline or other substances which could deteriorate the rubber. (Tires exposed to these materials during storage or driving could be subject to sudden failure.)

To Avoid Damage to your Tires and Possible Accident:

- Check tire pressure at least once a month when tires are cold and before long trips.
- Do not underinflate/overinflate.
- Do not overload.
- Drive at moderate speeds, observe legal limits.
- Avoid driving over potholes, obstacles, curbs or edges of pavement.
- Avoid excessive wheel spinning.
- If you see any damage to a tire, replace with spare and see the tire manufacturer's dealer or your Nissan dealership.

For further information, the Consumer Tire Guide on passenger tire care, safety and mileage performance is available in the United States by writing the Tire Industry Safety Council, Box 1801, Washington, D.C. 20013.

WHAT IS COVERED

Nissan² warrants to correct defects in materials or workmanship in all genuine Nissan replacement parts, Genuine NISMO S-tune parts, and Genuine Nissan accessories, distributed by Nissan North America in the United States, installed and used on Nissan (if an appropriate use and application of the part, accessory, or Genuine NISMO S-tune part) vehicles only, except as described under the caption below, "WHAT IS NOT COVERED."

This warranty covers any repairs needed to correct defects in materials or workmanship. Bedliners will be repaired to commercially acceptable standards subject to the conditions and limitations listed in "WHAT IS NOT COVERED."

HOW LONG IS THE WARRANTY

Except for replacement audio components, this warranty is for 12 months or 12,000 miles from the date of installation or purchase, whichever is earlier. However, the warranty on Genuine Nissan replacement parts, Genuine NISMO S-tune parts, and Genuine Nissan accessories installed during the Nissan New Vehicle Limited Warranty will extend through, and will not end before, the end of that original warranty.

REPLACEMENT AUDIO COMPONENTS

A replacement Radio, Amplifier/navigation, Bluetooth®, control unit, or Compact Disc Player/Auto Changer supplied by Nissan is covered for 12 months from the time of installation or the balance of the Basic Vehicle Warranty as it applies to audio components, whichever is greater.

WHAT IS NOT COVERED

This warranty does not cover:

1. Tires or replacement batteries. These items are covered by separate warranties.
2. Nissan Motorsports and NISMO R-tune parts, including NISMO Legacy parts are sold "AS IS" without warranties, express or implied unless expressly prohibited from doing so by applicable law, in which case the warranty provided is the minimum required by law.
3. Normal maintenance service and parts replacement as outlined in the maintenance schedule of your NISSAN SERVICE & MAINTENANCE GUIDE.
4. Damage or failures of parts resulting from:
 - Misuse (your OWNER'S MANUAL is your guide to proper use).
 - Accident, theft, fire, driving through water resulting in engine water ingestion.
5. Chemical fallout, tree sap, salt, sand, hail, flood or other environmental conditions.
- Modification or improper repair of the part or of the vehicle in which the part is installed.
- Use of parts not equivalent in quality or design to parts supplied by Nissan.
- Lack of performance of required maintenance services as outlined in your NISSAN SERVICE & MAINTENANCE GUIDE.
- Use of improper or dirty fuel, fluids or lubricants.
- Normal wear and tear, including dings, dents, dirts, chips or scratches.

5. SALVAGE TITLE. This warranty does not cover damage, failures or corrosion to any Nissan replacement part, Genuine NISMO S-Tune Part, or Genuine Nissan Accessory, installed in the vehicle, if the vehicle is issued a "salvage" or similar title including, but not limited to junk, scrap, rebuilt, or flood titles, under any state's law. (This exclusion does not extend to new Genuine Nissan replacement parts, NISMO S-tune parts or Genuine Nissan accessories, installed in a Nissan vehicle after the issuance of a "salvage" or similar title.)

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¹ Actual warranty is provided by the dealer at time of purchase and should be read carefully. This warranty is subject to change and the applicable warranty will be that which is in effect on the date of purchase.

² Nissan indicates Nissan North America, Inc., P.O. Box 665003, Franklin, TN 37068-5003 which distributes and provides consumer services for Nissan Vehicles in the United States.

WHAT YOU MUST DO

In order to obtain warranty service you must deliver the warranted part or accessory, or the vehicles, on which the part or accessory is installed, to an authorized Nissan dealer in the United States or Canada at your expense with proof of purchase (parts invoice or service repair order from an authorized Nissan dealer).

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS**EXTRA EXPENSES - LIMITATIONS OF DAMAGES**

This warranty does not cover incidental or consequential damages such as loss of the use of the vehicle, inconvenience or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.

The names and addresses of authorized Nissan dealers are listed in telephone directories.

You must also pay for labor charges to remove and replace the part or accessory if it was not originally installed on your vehicle by an authorized Nissan dealer.

WHAT NISSAN WILL DO

If the part or accessory to be repaired was originally installed by an authorized Nissan dealer, it will be removed and reinstalled after repair at no charge for parts and labor. If the part or accessory was not installed by an authorized Nissan dealer, the part or accessory will be repaired or exchanged only. Any needed parts replacement will be made using Genuine Nissan or Nissan approved new or remanufactured parts. Nissan reserves the right to make changes at any time, without notice, to production and service parts in their specifications, colors, and materials, including those used in connection with warranty repairs. For this reason, when approved by Nissan and at Nissan's discretion, functionally equivalent replacement parts may be used that do not exactly match the original production part.

WHAT IS COVERED

Nissan² warrants to the first retail purchaser ("Original Repairing Vehicle Owner"), that Nissan will either repair or replace the Genuine Nissan Outer Sheet Metal Panels you install or have installed on your Nissan vehicle should the purchased panels develop inside out rust-through corrosion perforation. Replacement sheet metal panels must be installed on vehicles owned and operated in the United States and Canada. Nissan warrants to the Original Repairing Vehicle Owner that the replacement and refinishing of panels will be carried out at no cost to the Original Repairing Vehicle Owner subject to the exclusions listed below under the heading What is not Covered.

WHAT IS NOT COVERED

This warranty becomes void when damage results from:

1. Accidents, collision, faulty installation, or any alteration to the panel, panels, or vehicle that could be reasonably expected to affect the performance of the covered panels.
2. Environmental pollution or conditions, including acid rain, hail, or lightning.
3. Vehicle neglect, abuse, or use of the vehicle for unintended purposes.
4. Stone chips, scratches, or other paint damage that lead to surface rust damage.
5. Cleaning and polishing agents, chemicals, and solvents, including improper undercoating or use of other rust prevention materials.

¹ Actual warranty is provided by the dealer at time of purchase and should be read carefully. This warranty is subject to change and the applicable warranty will be that which is in effect on the date of purchase.

² Nissan indicates Nissan North America, Inc., P.O. Box 685003, Franklin, TN 37068-5003, which distributes Nissan vehicles in the United States.

WHAT YOU MUST DO

The purchaser must present the original receipts and/or repair orders to a Nissan dealer in order to invoke this warranty. The dealership will then validate and verify warranty coverage prior to authorization for replacement or repair of the panels.

WHAT NISSAN WILL DO

Nissan will pay for the cost of the repair, including parts, labor, paint, and supplies necessary to repair or replace and refinish the panels purchased.

The repair may be completed at an authorized Nissan dealership's collision repair shop or an independent collision repair shop that will install Genuine Nissan replacement parts. Whether a Nissan dealership collision repair shop or independent collision repair shop completes the repair, only authorized Nissan dealership personnel or authorized Nissan personnel can approve a repair or replacement under this warranty.

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS

EXTRA EXPENSES - LIMITATIONS OF DAMAGES

This warranty does not cover incidental or consequential damages such as loss of the use of the vehicle, inconvenience or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.

WHAT IS COVERED AND FOR HOW LONG

Nissan² warrants to correct defects in materials or workmanship, or for failure due to normal wear and tear, of all replacement **Genuine Nissan Original Equipment muffler assemblies, Genuine Nissan vehicle suspension system shock absorbers and strut assemblies** installed on Nissan vehicles only, except as described under the caption below, "WHAT IS NOT COVERED". **THE LIFETIME FEATURE OF THIS WARRANTY APPLIES ONLY IF** the parts are purchased and paid for by the owner of the vehicle on which they are installed, and only if they are installed by an authorized Nissan dealer, for as long as the original purchaser of the replacement **muffler assembly, shock absorber and/or strut assembly** owns the Nissan vehicle on which the parts are installed.

IMPORTANT: The lifetime feature of this warranty does not apply to parts (a) paid for in whole or in part by Nissan, to include warranty replacement, campaigns or goodwill adjustments, or (b) which are paid for under the terms of any service contract. Such parts are instead warranted against defects in material or workmanship only (but not failure due to normal wear and tear) for 12 months or 12,000 miles from the date of installation or purchase, whichever is earlier. In no case shall the warranty from defects in material or workmanship end prior to the end of the applicable Nissan New Vehicle Limited Warranty on the Nissan vehicle on which the parts are installed, had the part(s) been installed in the vehicle at manufacture.

1 Actual warranty is provided by the dealer at time of purchase and should be read carefully. This warranty is subject to change and the applicable warranty will be that which is in effect on the date of purchase.

2 Nissan indicates Nissan North America, Inc., P.O. Box 685003, Franklin, TN 37068-5003 which provides consumer service for Nissan vehicles in the United States.

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS**Extra Expenses - Limitations of Damages**

This warranty does not cover incidental or consequential damages such as loss of the use of a vehicle, substitute transportation, inconvenience or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with the part(s) subject to this express limited warranty.

WHAT IS NOT COVERED

This warranty does not cover:

1. Genuine Nissan Key Value[®] Muffler Assemblies.

2. Shock absorbers and strut assemblies installed before July 1, 1999. Muffler assemblies installed before October 1, 1999.
3. Motorsports Parts and Genuine NISMO R-Tune parts are sold "AS IS" without warranties, express or implied unless expressly prohibited from doing so by applicable law, in which case the warranty is the minimum provided by law.
4. Damage or failure(s) of parts resulting from:
 - Misuse (your OWNER'S MANUAL is your guide to proper use.)
 - Accident, theft, fire, driving through water.
 - Salt, sand, flood or other environmental conditions.
 - Modification or improper repair of the part or of the vehicle in which the part is installed.
 - Use of parts not equivalent in quality or design to parts supplied by Nissan.
5. Salvage Title. This warranty does not apply and is rendered VOID if the vehicle is issued a "salvage," "flood," or similar title under any state's law after the part(s) is purchased unless state law expressly states otherwise. (This exclusion does not extend to new Genuine Nissan Original Equipment muffler assemblies, Genuine Nissan shock absorbers or strut assemblies purchased and installed in the vehicle after the issuance of a "salvage," "flood," or similar title.)

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WHAT YOU MUST DO

In order to obtain lifetime limited warranty service, bring your vehicle, proof-of-purchase (service repair order from an authorized Nissan dealer in the United States) and personal identification (driver's license, etc.) to any authorized Nissan dealer in the United States. The names and addresses of authorized Nissan dealers are listed in telephone directories.

WHAT NISSAN WILL DO

If the lifetime feature of this warranty applies to a Genuine Nissan Original Equipment **muffler assembly, shock absorber** or **strut assembly** it will be removed and reinstalled after repair at an authorized Nissan dealer at no charge for parts or labor.

Otherwise a warranted Genuine Nissan Original Equipment **muffler assembly, shock absorber** or **strut assembly** will be exchanged only unless you can provide proof that it was originally installed by a Nissan dealer, in which case it will be removed and reinstalled after repair at no charge to you for parts or labor during the term of the warranty. Any needed parts replacement or exchange will be made using new or remanufactured parts at Nissan's option.

WHAT IS COVERED?

Nissan² warrants your Genuine Nissan Replacement Battery as described below except as stated under "What is not covered?"

This warranty covers defects in materials and workmanship.

HOW LONG IS THE WARRANTY AND WHAT WILL NISSAN DO

If your battery becomes unserviceable within the first 24 months of service Nissan will replace your battery, including labor, without charge, providing the battery was originally installed in your vehicle by an authorized Nissan dealer.

If the battery becomes unserviceable after 24 months of use, Nissan will provide a replacement battery at a reduced price, charging only for the portion of the life of the battery actually used. This is called a "pro-rata adjustment". You will be responsible for all labor charges for the replacement of the battery.

This warranty and the "pro-rata adjustment" end 84 months after the date of the battery's purchase or installation, whichever is earlier. However, the warranty on a Genuine Nissan replacement battery installed during the Nissan New Vehicle Limited Warranty will extend through, and will not end before, the end of that original warranty.

WHAT IS NOT COVERED?

This warranty does not cover:

1. Damage or failure resulting from:
 - Accident, theft, fire or freezing.
 - Misuse of the battery or vehicle in which it is installed, including the use in applications for which the battery was not designed. Proper use is described in the vehicle's OWNER'S MANUAL.
 - Improper installation or battery charging.
 - Vehicle electrical malfunctions not covered by your New Vehicle Limited Warranty.
 - Modification or improper repair of the vehicle or a part of the vehicle.
 - Use of parts not equivalent in quality or design to parts supplied by Nissan.
 - Environmental conditions, including, but not limited to flood, and salt spray or salt water.
2. Normal maintenance service and recharging of discharged batteries.
3. Batteries in service more than 84 months.
4. Salvage Title. This warranty does not cover damage, failure, or corrosion to any Genuine Nissan battery installed in the vehicle, if the vehicle is issued a "salvage" or similar title under any state's law, and this warranty is rendered void for any battery installed in a vehicle prior to the vehicle being issued a "salvage" or similar title unless state law expressly states otherwise. (This exclusion does not extend to a new

Genuine Nissan battery installed in the vehicle after the issuance of a "salvage" or similar title).

WHAT YOU MUST DO

In order to obtain warranty service, you must deliver the warranted battery or the vehicle in which the battery is installed to an authorized Nissan dealer in the U.S. or Canada at your expense, with proof of purchase (parts invoice or service repair order from an authorized Nissan dealer). The names and addresses of authorized Nissan dealers are listed in telephone directories or www.NissanUSA.com

If the "pro-rata adjustment" applies, you must pay for the portion of the 84 month warrantable life that you actually used. The amount you pay is computed in two steps. First, the customer pay percentage is determined from the chart shown below based upon the months of actual battery service.

Months in Service	Customer Pay Percentage
0-24	0%
25-32	25%
33-50	50%
51-84	75%

Second, the current suggested retail price of the new battery is multiplied by the customer pay percentage. For example, should the battery fail after 40 months of service you would pay 50% of the suggested retail price of the new battery.

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¹ Actual warranty is provided by the dealer at time of purchase and should be read carefully. This warranty is subject to change and the applicable warranty will be that which is in effect on the date of purchase.

² NISSAN indicates Nissan North America, Inc. PO Box 685003, Franklin, TN 37068-5003, which distributes Nissan vehicles and provides related consumer services in the United States of America.

LIMITATION OF WARRANTIES AND OTHER WARRANTY TERMS AND STATE LAW RIGHTS

EXTRA EXPENSES-LIMITATIONS OF DAMAGES

This warranty does not cover incidental or consequential damages such as, but not limited to, loss of wages or loss of use of the vehicle, inconvenience, or commercial loss.

ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE LIMITED WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Nissan does not authorize any person to create for it any other warranty, obligation or liability in connection with this vehicle.

Nissan North America, Inc. and your Nissan dealer realize that there are numerous sources for parts and accessories in today's automotive parts aftermarket. However, Genuine Nissan parts and accessories are designed and manufactured to meet the same factory fit, performance and quality specifications of your Nissan vehicle.

The Parts Department of your Nissan dealership maintains a complete inventory of high quality Genuine Nissan new and remanufactured replacement parts - parts that are backed by one of the most comprehensive parts warranties available in the automotive industry today.

To ensure that your warranty, maintenance and repair parts requirements are satisfied as quickly as possible, Nissan and the Nissan dealer organization maintain a combined inventory consisting of several hundred million dollars worth of readily available parts and popular accessories. In the event a critical part is required that is not stocked by your local dealership, Nissan's ordering system includes a computerized means of ensuring the quickest possible shipment to Nissan dealers by the use of expeditious handling and premium transportation - all of which is supported by one of the most extensive and efficient parts distribution systems in the United States.

Nissan North America, Inc., has a total of 11 Parts Distribution Centers. Five Parts Distribution Centers (Speed Centers), stock 25,000 of the highest demand part numbers. Four Parts Distribution Centers (Mega Centers), stock approximately 80,000 different parts, including the 25,000 highest demand parts. Nissan's Parts Distribution Center in Memphis Tennessee (Low Volume Center) maintains an inventory of 100,000 low volume part numbers and services all Nissan dealers

nationally. The Nissan Parts Redistribution Center in Mt. Juliet, Tennessee, processes North American supplier receipts and expedites high priority back ordered parts direct to dealers. All Nissan parts distribution facilities are linked via a computer system which searches and fills orders to ensure coordinated parts ordering, inventory and distribution of available parts.

The Nissan name represents quality and a commitment to your satisfaction as a valued customer. So when you select parts or accessories for your Nissan vehicle, see your Nissan dealer. Only Nissan builds Nissan replacement parts and accessories to exact factory specifications.

**RECOMMENDATION FOR
MAINTENANCE SERVICE AND
REPLACEMENT PARTS FOR YOUR
VEHICLE'S EMISSION SYSTEM**

To assure best results and to maintain the original quality built into the emission control systems, it is recommended that genuine Nissan parts be used when servicing or repairing the systems. **THE WARRANTY OBLIGATIONS ARE NOT DEPENDENT UPON THE USE OF ANY PARTICULAR BRAND OF REPLACEMENT PARTS AND THE OWNER MAY ELECT TO USE EQUIVALENT NON-GENUINE NISSAN PARTS FOR REPLACEMENT PURPOSES.**

The use of replacement parts which are not equivalent to genuine Nissan parts may reduce the effectiveness of the emission control system.

Therefore, if it becomes necessary to use other than genuine Nissan parts, the owner should assure himself that such parts are warranted by their manufacturer to be equivalent in quality to genuine Nissan parts.

MAINTENANCE, REPLACEMENT OR REPAIR OF THE EMISSION CONTROL DEVICES AND SYSTEMS MAY BE PERFORMED BY ANY AUTOMOTIVE REPAIR ESTABLISHMENT OR INDIVIDUAL USING ANY EQUIVALENT REPLACEMENT PART.

HOWEVER, UNLESS OTHERWISE REQUIRED BY LAW, WARRANTY SERVICE MUST BE PERFORMED BY AN AUTHORIZED NISSAN DEALER.

The emission standards may be satisfied by having the vehicle inspected periodically and by following the requirements outlined in your OWNER'S MANUAL and your NISSAN SERVICE MAINTENANCE GUIDE.

In order to help protect your vehicle against corrosion, it is important that you care for your vehicle regularly, following these suggestions:

- Wash your vehicle regularly using cold clean water and a mild vehicle wash soap.
- If insects, tar or other similar deposits have accumulated on your vehicle, wash it as soon as possible.
- If you drive on salted or dust controlled roads, or if you drive near the ocean, hose off the under carriage at least once a month.
- It is important that the drain holes in the lower edges of the doors and rocker panels be kept clear.
- If you detect any stone chips or scratches in the paint, touch them up immediately.
- If you do much driving on gravel roads, consider installing mud or stone shields behind each wheel.
- If your Nissan is damaged due to an accident or similar cause which destroys the paint and protective coating, have your vehicle repaired as soon as possible. The cost of such repairs is considered the responsibility of the owner.
- This corrosion warranty does not cover non-genuine sheet metal parts or damage caused by the installation of such non-genuine sheet metal parts.

SEE YOUR OWNER'S MANUAL FOR FURTHER DETAILS.



Security+Plus®

VEHICLE PROTECTION PLAN

LONG TERM MECHANICAL PROTECTION FOR YOUR NISSAN...

For extra peace of mind you can add Nissan's own Security+Plus® Vehicle Protection Plan which provides you with long term mechanical breakdown protection. Backed by Nissan, and designed exclusively for Nissan owners, Security+Plus® is available from your Nissan dealer in a variety of comprehensive coverages and a multitude of time and mileage intervals enabling you to customize a plan to suit your personal driving habits and length of ownership.

Just a few of its major features:

1. With Security+Plus®, you can choose from a full spectrum of term options to fit your ownership (time) and driving (mileage) needs.
2. Repairs are performed at participating Nissan dealerships throughout the U.S., excluding U.S. Territories. Repairs at those dealerships are performed by factory trained technicians using Genuine Nissan or Nissan approved new or remanufactured parts, to keep your vehicle in top running condition.
3. All new Security+Plus® Service Agreements are transferable to subsequent owners, thus ensuring flexibility of your investment and enhancing the resale value of your Nissan.

YOU SIMPLY CAN'T GET BETTER LONG-TERM PROTECTION FOR YOUR MONEY THAN WITH NISSAN'S SECURITY+PLUS®!

For details, please contact your authorized Nissan Dealer or complete the attached business reply card (no postage necessary) and mail it to:

Nissan Security+Plus® Headquarters
P.O. Box 685004
Franklin, TN 37068-9965

We'll send you a complete information packet by return mail. Do it today! The quicker you act, the sooner you can have the full protection of a Nissan Security+Plus® Service Agreement.

NOTE: Security+Plus® Service Agreements for previously owned Nissan vehicles can only be purchased from your authorized Nissan dealership at the time of vehicle sale. Vehicles still under the Basic 3 year 36,000 miles New Vehicle Limited Warranty are eligible for a Pre-owned Security+Plus® Service agreement. See your local Nissan dealer for details.

OWNER INFORMATION

Owner's Name

Address

City

State

Zip Code

VEHICLE IDENTIFICATION

Vehicle Identification

miles

Date of Delivery

Selling Dealer Name

Mileage at Delivery

Address

City

State

Zip Code

SECURITY+PLUS® INFORMATION

Policy No.

Expiration Date

Months of Coverage

Expiration Mileage

Security+Plus® coverage must be confirmed. See your Security+Plus® Agreement for details.

ODOMETER REPLACEMENT

Date

Mileage

miles

Dealer's Name

Address

City

State

Zip Code

NOTE: read this booklet carefully and keep it in your vehicle. Present it to an authorized NISSAN dealer when warranty service is required. It should remain with your vehicle when you sell it so subsequent owners will know any remaining warranty coverage.



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Publication No.: WB3E NALLU4
Printing : May 2013

**COMPOSITE
EXHIBIT "C"**

CUSTOMER # [REDACTED]

**AutoWay Nissan
of Brandon**

321818

INVOICE

8920 ADAMO DRIVE
TAMPA, FL 33618
(813) 623-1148

BRANDON, FL

PAGE 1

STATE OF FLORIDA
REGISTRATION NUMBER
MV-01732

HOME [REDACTED] CONT [REDACTED]

SERVICE ADVISOR: 7710 JAMES FOULKROD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
AMETHYST G	13	NISSAN SENTRA	3N1AB7AP2DL	[REDACTED]	2070/2078	T3071	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21FEB13 DC			19:00 08APR13		0.00	CASH	10APR13
R.O. OPENED		READY	OPTIONS: STK:DL [REDACTED] DLR:26386 TRN:A				

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C/S	INTERIOR PANELS COMING OFF, LEATHER AND RECALL X MISC NECESSARY TO ORDER NEW SIDE PANELS FOR HEADLINER AT WINDSHIELD (NOT FITTING PROPERLY COMING LOOSE OVER BUMPS)					

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: (N/C) 0.00

B Customer requested to have Multi Point Inspection performed this visit

- GBATT GOOD BATTERY (N/C)
- GTIRE INDICATES GOOD TIRE CONDITION (N/C)
- GHE INDICATES GOOD BRAKE CONDITION (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: (N/C) 0.00

C CUSTOMER STATES WHEN PASTOR SIGN AND FOOT ON BRAKE PEDAL GOES TO THE FLOOR AND THE AMERICAN FLAG STAMP PEEL TO THE BRAKE PADDLE, HAPPEN A COUPLE OF TIMES, NOW THERE IS A NOISE WG

- 1 PERFORM DIAGNOSIS ON BRK PEDAL GOING DOWN AND NOISE IN BRAKES, REPLACE MASTER CYLINDER ASM BLEED AND ADJUST BRAKES (N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: (N/C) 0.00

D CUSTOMER STATES D/S WINDOW BEZELS LOOSE HAS TO KEEP PUTTING BACK IN PLACE

- 1 WINDOW SWITCH DOOR BEZELS ARE OPERATING AS DESIGNED (SHOWED CUSTOMER OTHER SENTRA AND

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any repaired parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.
If Payment is Made By Check When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee us to the maximum amount permitted by law.

NISSAN FINANCIAL SERVICES, We have added a \$100.00 to \$100.00 (100% of the total cost of labor and parts, whichever is greater) to the Repair Order. This charge is for the amount of the charge (representing ACS and parts) to the repair which repair facility or subcontractor has reported and were discussed. The total of Florida Reports is \$100.00 fee is to be collected for each new tag on the state (445.718) and a \$1.50 fee is to be collected for each new or re-registered 1990-2000 battery 100 in the state (445.718)

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

DATE: _____ CUSTOMER SIGNATURE: _____ AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE: _____

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

CUSTOMER #: [REDACTED]

321818

AutoWay Nissan of Brandon

9920 ADAMO DRIVE
TAMPA, FL 33619
(813) 823-1148

INVOICE

BRANDON, FL

PAGE 2

STATE OF FLORIDA
REGISTRATION NUMBER
8MV-41732

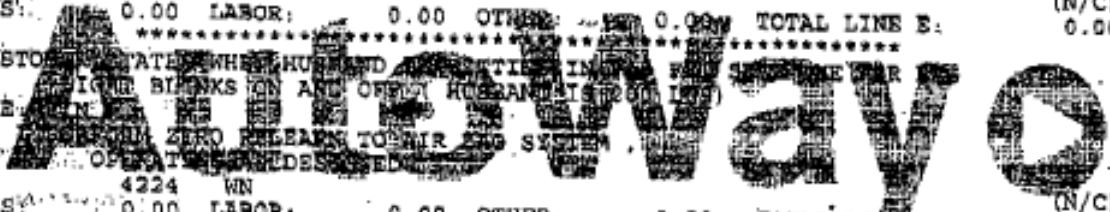
HOME [REDACTED] CONT [REDACTED]

SERVICE ADVISOR: 7710 JAMES FOULKROD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
AMETHYST G	13	NISSAN SENTRA	3N1AB7AP2DL [REDACTED]		2070/2078	T3071	
DEL. DATE	PROC. DATE	WARR. EXP.	PROMISED	PONO.	RATE	PAYMENT	INV. DATE
21FEB13 DD			19:00 08APR13		0.00	CASH	10APR13
R.O. OPENED		READY	OPTIONS: STK:DL [REDACTED]	DLR:26386		TRN:A	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
THEY ARE THE SAME)							
4224	WN						(N/C)
MISC SHIPPING							
MISC SHIPPING							
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00							

E-recall#pc213
CAUSE: EIN
1 PERFORM RECALL
4224 WN
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00



F CUSTO STATE WHEEL HUB AND TIE IN...
CAUSE: IN...
4224 WN
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

G** C/S/STAIN ON D/S SEAT BOTTOM, P/S SEAT GETTING BLACK (VEHICLE IS
SUPOSED TO HAVE A PRETECTANT ON SEATS TO PREVENT THIS PLEASE
CHECK)
1 REMOVE STAIN FROM DRIVER SIDE SEAT BOTTOM
4224 INNC
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00

H** RECALL #3212 ENGINE IDLE
CAUSE: F...
1 PERFORM RECALL
4224 WN
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

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

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.
CUSTOMER COPY

CUSTOMER #: [REDACTED]

321818

**AutoWay Nissan
of Brandon**

8820 ADAMO DRIVE
TAMPA, FL 33619
(813) 623-1148

INVOICE

PAGE 3

STATE OF FLORIDA
REGISTRATION NUMBER
#MV-01732

BRANDON, FL
HOME [REDACTED] CONT [REDACTED]
Repair Shop Registration Number BELL

SERVICE ADVISOR: 7710 JAMES POITLKROD

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
AMETHYST G	13	NISSAN SENTRA	3N1AB7AP2DL [REDACTED]		2070/2078	T3071	
DEL. DATE	PROC. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21FEB13 DD			19:00 08APR13		0.00	CASH	10APR13
R.O. OPENED	READY	OPTIONS	STK:DI	DLR:26386	TRN:A		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
09:35	08APR13	14:09	10APR13				
SUBL REMOVE STAIN FROM D/S SEAT BOTTOM INNC							

* CALLED AT 4:55PM ON 4/9 L/M
TO PICKUP ANOTHER RENTAL CAR
AND DROP OFF PATHFINDER.
CUSTOMER'S CAR SHOULD BE DONE
TOMORROW; (JF)

(N/C)



By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.
If Payment is Made By Check When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

*SHOP SUPPLY COSTS: We have added a charge equal to 10% or 12% of the total cost of labor and parts, whichever is greater, to the Repair Order. This charge will not exceed \$50.00. This charge represents costs and profits to the repair vehicle repair facility for miscellaneous shop supplies and waste disposal. The shop at [REDACTED] has a \$1.00 fee to be collected for each new tire used in the state (L-403718) and a \$1.00 fee to be collected for each new or re-manufactured (282-000) battery sold in the state (L-420718).

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

DATE _____ CUSTOMER SIGNATURE _____ AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE _____

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

AutoNation

AutoNation Nissan Brandon

9920 ADAMO DRIVE
 TAMPA, FL 33619
 (813) 623-1148

STATE OF FLORIDA
 REGISTRATION NUMBER
 MVR - 01732

STOMER #: [REDACTED]

323382

INVOICE

DUPLICATE 1
 PAGE 1

SERVICE ADVISOR: 7710 JAMES FOULKROD

BRANDON, FL

HOME [REDACTED] CONT: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MI/AGE IN/OUT	TAG	
AMETHYST G	13	NISSAN SENTRA	3N1AB7AP2DL [REDACTED]		2403/2412	T2010	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
21 FEB 13 DL			21:00, 19 APR 13		0.00	CASH	28 MAY 13
A.O. OPENED	READY	OPTIONS: STK:DL [REDACTED] DLR:26386 TRN:A					
15:08 19 APR 13	10:29 28 MAY 13						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES BOTH FRONT SEAT SIDES ARE COMING LOOSE
 CAUSE: EE
 1 REPLACE RIGHT FRONT SEAT SIDE BEZEL 7 REPLACE
 LEFT FRONT SEAT SIDE BEZEL
 1 87330-3SA0B FINISHER ASMY-C (N/C)
 1 87380-3SA0B FINISHER ASMY-C (N/C)
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00

B CUSTOMER STATES AFTER DRIVING FOR 30 MILES AND PUTTING CAR IN PARK
 THEN TURN OFF A/C VEHICLE STALLS
 CAUSE: EE
 1 CHECK ENGINE IDLE , PERFORM IDLE RELEARN ALSO
 RESET TARGET IDLE . VEHICLE ROADTESTED BY
 FACTORY REPRESENTATIVE OPERATING NORMALLY AT
 THIS TIME
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

C CUSTOMER STATES WHEN STOPPED AT A TRAFFIC LIGHT WITH FOOT ON BRAKE
 AND LETTING UP SLIGHTLY TO MOVE UP IN LINE THEN PUSHING BRAKE
 PEDAL TO STOP , BRAKE PEDAL GOES TO FLOOR
 CAUSE: EE
 1 CHECK COMPLETE BRAKE SYSTEM , ROAD TEST BY
 FACTORY REP. UNABLE TO DUPLICATE CONCERN
 OPERATING NORMALLY AT THIS TIME
 1 46010-38G1A CYLINDER ASMY-B (N/C)
 2 895MP-A4100P BRAKE FLUID (DO (N/C)
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

D RENTAL
 CAUSE: EE
 1 RENTAL VEHICLE

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.
 If Payment is Made By Check When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

*SHOP SUPPLY COSTS: We have added a charge of \$200.00 to 15% of the total cost of labor and parts, whenever a repair is made to the Power-Steering. This charge will not exceed \$18.00. The charge represents costs and profits on the repair vehicle repair facility for materials, shop supplies and waste disposal. The State of Florida requires a \$1.00 fee to be obtained for each new tire sold in the state (LA-03,715), and a \$1.00 fee to be collected for each new or remanufactured lead-acid battery sold in the state (LA-03,716).
 ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

T-071 P003/005 F-972

STOMER # [REDACTED]

323382

AutoNation

AutoNation Nissan Brandon

9920 ADAMO DRIVE
TAMPA, FL 33610
(813) 823-1146

STATE OF FLORIDA
REGISTRATION NUMBER
MVA - 01732

INVOICE
DUPLICATE 1
PAGE 2

SERVICE ADVISOR: 7710 JAMES FOULKROD

BRANDON, FL

HOME: [REDACTED] CONT: [REDACTED]

Repair Shop Registration No. [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
AMETHYST G	13	NISSAN SENTRA	3N1AB7AP2DL [REDACTED]		2403/2412	T2010	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
21FEB13 DD			21:00 19APR13		0.00	CASH	28MAY13
REG. OPENED	READY	OPTIONS	STK: DL	DLR: 26386	TRN: A		
15:08 19APR13	10:29 28MAY13						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00

E Customer requested to have Multi Point Inspection performed this visit

MULTI-N Multi Point Inspection not completed this visit

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00
--------	------	--------	------	--------	------	---------------	------

SUBLENTAL	WN	8135554269	(N/C)
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DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, DR. 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

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

CUSTOMER COPY

AutoNation

AutoNation Nissan Brandon

8920 ADAMO DRIVE
TAMPA, FL 33619
(813) 623-1148

STATE OF FLORIDA
REGISTRATION NUMBER
MV# 01732

CUSTOMER #: [REDACTED]

328823

INVOICE

DUPLICATE 1
PAGE 1

SERVICE ADVISOR: 7710 JAMES FOULKROD

BRANDON, FL

HOME: [REDACTED] CONT [REDACTED]

889 5803 8606 450 70 CELL

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
AMETHYST G	13	NISSAN SENTRA	3N1AB7AP2D1 [REDACTED]		2760/2768	T5476	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO	RATE	PAYMENT	INV. DATE
21FEB13 DD			21:00 01JUN13		0.00	CASH	05JUN13
NO. OPENED	READY	OPTIONS	STK:DI	DLR:26386	TRN:A		
15:46 01JUN13	13:10 05JUN13						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A BRAKE CONCERN, WHEN STOPPING PEDAL TO FLOOR
CAUSE: EE

MISC ROADTEST VEHICLE FOR BRAKE PEDAL GOING TO FLOOR, CONTACT TECH LINE, UN ABLE TO VERIFY CONCERN AT THIS TIME, VEHICLE OPERATING NORMALLY

4224INEPS							(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00

B REAR BRAKE NOISE
CAUSE: EE

MISC ROADTEST VEHICLE FOR NOISE IN BRAKES, REMOVE REAR BRAKE DRUMS AND LUBRICATE WHEEL CYLINDER SLIDES REROAD TEST VEHICLE NOISE IN GONE

4224 W							(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00

C Customer requested to have Multi-Point Inspection performed this visit

MULTI-A Customer requested to have Multi-Point Inspection performed this visit

4224INEPS							(N/C)
G TIRE INDICATES GOOD TIRE CONDITION							(N/C)
G BATT GOOD BATTERY							(N/C)

4224INEPS							(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. This vehicle is being returned to you in exchange for your payment of the Amount Due.
If Payment is Made By Check When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

*SHOP SUPPLY COSTS: We have added a charge of \$1.00 (12% of the total cost of labor and parts) which is greater to the Repair Order. This charge will not exceed \$25.00. This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies and is also disposed. The State of Florida requires a \$1.00 fee to be collected for each new or remanufactured lead-acid battery sold in the state (S.403.7(1) and S.41.50 fee to be collected for each new or remanufactured lead-acid battery sold in the state (S.403.7(1)).

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

DATE: _____ CUSTOMER SIGNATURE: _____ AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE: _____

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

DealerCAP © 2009 ADP (04/11) SERVICE INVOICE TYPE 2 - 825 - AUTONATION - LIMITED WARRANTY - FLORIDA - 8814011
CUSTOMER COPY

AutoNation

STOMER #:

332297

AutoNation Nissan Brandon

9920 ADAMO DRIVE
TAMPA, FL 33619
(813) 823-1148

INVOICE

STATE OF FLORIDA
REGISTRATION NUMBER
MV# 01732

PAGE 1

SERVICE ADVISOR: 5741 MICHAEL MANZI

BRANDON EL
HOME
CONT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
AMETHYST G	13	NISSAN SENTRA	3N1AB7AP2DL		3389/3389	T5101
DEL. DATE	PROOF. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT
21FEB13 DD			21:00 29JUN13		0.00	CASH
R.O. OPENED	READY	OPTIONS	STK:DL633453 DLR:26386 TRN:A			
10:21 29JUN13	17:40 19JUL13					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	C/S						
ON STOPPING AT THE END OF THE STOP THERE IS A NOISE COMING FROM THE REAR OF THE VEHICLE ON THE RIGHT SIDE							
1 ROADTEST VEHICLE UNABLE TO DUPLICATE CONCERN VEHICLE OPERATING AS DESIGNED							
999INEPS (N/C)							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00

B	C/S						
WHEN AT A STOP BRAKE PEDAL GOES TO THE FLOOR AND THEY HEAR A CLICKING SOUND HAS TO USE THE E BRAKE TO STOP AT TIMES							
1 ROADTEST VEHICLE UNABLE TO DUPLICATE CONCERN VEHICLE OPERATING AS DESIGNED							
999INEPS (N/C)							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE B:	0.00

C	C/S						
BOTH SEAT MOLDINGS KEEP FALLING OFF CHECK AND ADVISE							
1 RESECURE SEAT PANELS							
999INEPS (N/C)							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

D	Multi Point Inspection						
not completed this visit							
MULTI-N Multi-Point inspection not completed this visit							
999INEPS (N/C)							
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received for had the opportunity to inspect any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

If Payment is Made By Check When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

SHOP SUPPLY COSTS: We have added a charge equal to 12.00% to 13% of the total cost of labor and parts, whichever is greater, to the Repair Order. This charge will not exceed \$59.95. This charge represents costs and profits to the other vehicle repair facility for miscellaneous shop supplies and waste disposal. The State of Florida requires a \$1.00 fee to be collected for each new tire sold in the state (S.403.716), and a \$1.60 fee to be collected for each new or re-manufactured 1900-amp battery sold in the state (S.403.7195).

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE DEALERSHIP'S LIMITED WARRANTY ON THE REVERSE SIDE OF THIS REPAIR INVOICE.

1 CONSUMER LEGAL SERVICES, P.C.
M. Nicholas Nita, Esq. (SBN 225194)
2 2330 Long Beach Blvd.
Long Beach, California 90806
3 Telephone: (562) 424-3293
Facsimile: (562) 595-1849
4

5 Attorney for Plaintiff,
6 [REDACTED]

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

MAR 01 2013

John A. Clarke, Executive Officer/Clerk

By:  Deputy

7 *Esq*
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10
11 [REDACTED] an individual,)

12 Plaintiff,)

13)
14)
15)
16 v.)

17)
18)
19 NISSAN NORTH AMERICA, INC., a)
California corporation;)
20 HNL AUTOMOTIVE INC d/b/a)
HOUMAN NISSAN OF LONG BEACH,)
a California corporation; and)
21 DOES 1 through 20, inclusive,)

22 Defendants.)
23)
24)

CASE NO.: NC058697

Assigned for all purposes to:
Dept.:

COMPLAINT FOR DAMAGES:

1. Breach of Implied Warranty
of Merchantability under the
Song-Beverly Warranty Act.

2. Breach of Express Warranty
under the Song-Beverly Warranty
Act.

3. Breach of Express Warranty
under the Magnuson-Moss
Warranty Act.

4. Breach of Implied Warranty
of Merchantability under the
Magnuson-Moss Warranty Act.

JURY TRIAL DEMANDED

1 **PLAINTIFF** [REDACTED] hereby alleges and complains as
2 follows:

3 GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

4 1. Plaintiff is an individual, residing in the City of Los
5 Angeles, County of Los Angeles, in the State of California.

6 2. Defendant NISSAN NORTH AMERICA, INC. (hereinafter
7 referred to as "Manufacturer") is a corporation doing business in
8 the County of Los Angeles, State of California, and, at all times
9 relevant herein, was/is engaged in the manufacture, sale,
10 distribution, and/or importing of Nissan motor vehicles and
11 related equipment.

12 3. Defendant HNL AUTOMOTIVE INC d/b/a HOOMAN NISSAN OF LONG
13 BEACH (hereinafter referred to as "Seller") is a corporation doing
14 business in the County of Los Angeles, State of California, and,
15 at all times relevant herein, a Manufacturer-authorized agent
16 engaged in the business of selling/leasing and servicing and
17 repairing Manufacturer's vehicles.

18 4. The true names and capacities, whether individual,
19 corporate, associate, or otherwise, of the Defendants, Does 1
20 through 20, inclusive, are unknown to Plaintiff who therefore sues
21 these Defendants by such fictitious names. Plaintiff will seek
22 leave to amend this Complaint to set forth their true names and
23 capacities when they have ascertained them. Further, Plaintiff is
24 informed and believes, and thereon alleges, that each of the
25 Defendants designated herein as a "Doe" is responsible in some
26 manner for the events and happenings herein referred to and caused
27 injury and damage to Plaintiff as herein alleged.

28 5. Plaintiff is informed and believes, and thereon alleges,

1 that at all times herein mentioned, Defendants, and each of them,
2 were the agents, servants, and/or employees of each of their Co-
3 Defendants. Plaintiff is informed and believes, and thereon
4 alleges, that in doing the things hereinafter alleged Defendants,
5 and each of them, were acting in the course and scope of their
6 employment as such agents, servants, and/or employees, and with
7 the permission, consent, knowledge, and/or ratification of their
8 Co-Defendants, principals, and/or employers.

9 6. Before October 24, 2012, Defendants, Manufacturer and
10 Does 1 through 20 inclusive, manufactured and/or distributed into
11 the stream of commerce a 2013 Nissan Sentra VIN: 3N1AB7AP9DL [REDACTED]
12 (hereinafter referred to as the "Vehicle") for its eventual
13 sale/lease in the State of California.

14 7. On or about October 24, 2012, Plaintiff purchased, for
15 personal, family, and/or household purposes, the subject Vehicle
16 from the Seller for a total consideration over the term of the
17 installment contract of \$30,606. Retail Installment Sale Contract
18 is in the possession of Defendants.

19 8. The subject Vehicle was/is a "new motor vehicle" under
20 the Song-Beverly Warranty Act.

21 9. Along with the purchase of the Vehicle, Plaintiff
22 received written warranties and other express and implied
23 warranties including, but not limited to, warranties from
24 Manufacturer and Seller that the Vehicle and its components would
25 be free from all defects in material and workmanship; that the
26 Vehicle would pass without objection in the trade under the
27 contract description; that the Vehicle would be fit for the
28 ordinary purposes for which it was intended; that the Vehicle

1 would conform to the promises and affirmations of fact made; that
2 Defendants, and each of them, would perform any repairs,
3 alignments, adjustments, and/or replacements of any parts
4 necessary to ensure that the Vehicle was free from any defects in
5 material and workmanship; that Defendants, and each of them, would
6 maintain the utility of the Vehicle for three years or 36,000
7 miles pursuant to the basic warranty, Five years or 60,000 miles
8 pursuant to the drivetrain warranty, and would conform the Vehicle
9 to the applicable express warranties. (A copy of the written
10 warranty is in the possession of the Defendants).

11 10. Plaintiff has duly performed all the conditions on
12 Plaintiff's part under the purchase agreement and under the
13 express and implied warranties given to plaintiff, except insofar
14 as the acts and/or omissions of the Defendants, and each of them,
15 as alleged herein, prevented and/or excused such performance.

16 11. Plaintiff has delivered the Vehicle to the
17 Manufacturer's authorized service and repair facilities, agents
18 and/or dealers, including Seller, on several separate occasions
19 resulting in the Vehicle being out of service by reason of repair
20 of nonconformities. Repair Orders/Invoices are in the possession
21 of Defendants.

22 12. By way of example, and not by way of limitation, the
23 defects, malfunctions, misadjustments, and/or nonconformities with
24 Plaintiff's Vehicle include the following: brake system
25 malfunction, internal radio circuit fault, grinding noise coming
26 from the rear brakes, brake fluid leak, and the brake pedal will
27 go to the floor when breaking, among other concerns.

28 13. Each time Plaintiff delivered the nonconforming Vehicle

1 to a Manufacturer-authorized service and repair facility,
2 Plaintiff notified Defendants, and each of them, of the defects,
3 malfunctions, misadjustments, and/or nonconformities existent with
4 the Vehicle and demanded that Manufacturer or its representatives
5 repair, adjust, and/or replace any necessary parts to conform the
6 Vehicle to the applicable warranties.

7 14. Each time Plaintiff delivered the nonconforming Vehicle
8 to a Manufacturer-authorized service and repair facility,
9 Defendants, and each of them, represented to Plaintiff that they
10 could and would conform the Vehicle to the applicable warranties,
11 that in fact they did conform the Vehicle to said warranties, and
12 that all the defects, malfunctions, misadjustments, and/or
13 nonconformities have been repaired; however, Manufacturer or its
14 representatives failed to conform the Vehicle to the applicable
15 warranties because said defects, malfunctions, misadjustments,
16 and/or nonconformities continue to exist even after a reasonable
17 number of attempts to repair was given.

18 **FIRST CAUSE OF ACTION**

19 (Breach of Implied Warranty of Merchantability under Song-
20 Beverly Warranty Act against all Defendants)

21 15. Plaintiff realleges each and every paragraph (1-14) and
22 incorporates them by this reference as though fully set forth
23 herein.

24 16. The distribution and sale of the Vehicle was accompanied
25 by the Manufacturer and Seller's implied warranty that the Vehicle
26 was merchantable.

27 17. Furthermore, Defendants, and each of them, impliedly
28 warranted, *inter alia*, that the Vehicle would pass without

1 objection in the trade under the contract description; that the
2 Vehicle was fit for the ordinary purposes for which it was
3 intended; that the Vehicle was adequately assembled; and/or that
4 the Vehicle conformed to the promises or affirmations of fact made
5 to Plaintiff.

6 18. As evidenced by the defects, malfunctions,
7 misadjustments, and/or nonconformities alleged herein, the Vehicle
8 was not merchantable because it did not have the quality that a
9 buyer would reasonably expect, because it could not pass without
10 objection in the trade under the contract description; because it
11 was not fit for the ordinary purposes for which it was intended;
12 because it was not adequately assembled; and/or because it did not
13 or could not be conformed to the promises or affirmations of fact
14 made to Plaintiff.

15 19. Upon discovery of the Vehicles's nonconformities,
16 Plaintiff took reasonable steps to notify Defendants, and each of
17 them, within a reasonable time that the Vehicle did not have the
18 quality that a buyer would reasonably expect and, further,
19 justifiably revoked acceptance of the nonconforming Vehicle.

20 20. Plaintiff hereby gives written notice and justifiably
21 revokes acceptance of the nonconforming Vehicle under the
22 Commercial Code sections 2607 and 2608. Plaintiff further demands
23 that the Manufacturer cancel the sale, take back the nonconforming
24 Vehicle, refund all the money expended, pay the difference between
25 the value of the Vehicle as accepted and the value the Vehicle
26 would have had if it had been as warranted, and/or pay damages
27 under the Commercial Code sections 2711, 2714, and 2715.

28 21. Plaintiff hereby gives written notice and makes demand

1 upon Manufacturer and Seller for replacement or restitution,
2 pursuant to Song-Beverly. Defendants, and each of them, knew of
3 their obligations under Song-Beverly; however, despite Plaintiff's
4 demand, Defendants and each of them, have intentionally failed and
5 refused to make restitution or replacement pursuant to Song-
6 Beverly.

7 22. As a result of the acts and/or omissions of the
8 Defendants, and each of them, Plaintiff has sustained damage in
9 the amount actually paid or payable under the contract, plus
10 prejudgement interest thereon at the legal rate. Plaintiff will
11 seek leave to amend this Complaint to set forth the exact amount
12 thereof when that amount is ascertained.

13 23. As a further result of the actions of Defendants, and
14 each of them, Plaintiff has sustained incidental and consequential
15 damages in an amount yet to be determined, plus interest thereon
16 at the legal rate. Plaintiff will seek leave to amend this
17 Complaint to set forth the exact amount of incidental damages when
18 that amount is ascertained.

19 24. As a further result of the actions of Defendants, and
20 each of them, Plaintiff has sustained damages equal to the
21 difference between the value of the Vehicle as accepted and the
22 value the Vehicle would have had if it had been as warranted.

23 25. As a direct result of the acts and/or omissions of
24 Defendants, and each of them, and in pursuing Plaintiff's claim,
25 it was necessary for Plaintiff to retain legal counsel. Pursuant
26 to Song-Beverly, Plaintiff, in addition to his other remedies, is
27 entitled to the recovery of his attorneys' fees based upon actual
28 time expended and reasonably incurred, in connection with the

1 commencement and prosecution of this action.

2 SECOND CAUSE OF ACTION

3 (Breach of Express Warranty under Song-Beverly Warranty Act
4 against all Defendants)

5 26. Plaintiff realleges each and every paragraph (1-25) and
6 incorporates them by this reference as though fully set forth
7 herein.

8 27. The Vehicle had defects, malfunctions, misadjustments,
9 and/or nonconformities covered by the warranty that substantially
10 impaired its value, use, or safety to Plaintiff.

11 28. Plaintiff delivered the Vehicle to Manufacturer or its
12 authorized repair facilities for repair.

13 29. Defendants, and each of them, failed to service or
14 repair the Vehicle to match the written warranty after a
15 reasonable number of opportunities to do so.

16 30. The acts and/or omissions of Defendants, and each of
17 them, in failing to perform the proper repairs, part replacements,
18 and/or adjustments, to conform the Vehicle to the applicable
19 express warranties constitute a breach of the express warranties
20 that the Manufacturer provided to Plaintiff, thereby breaching
21 Defendants' obligations under Song-Beverly.

22 31. Defendants, and each of them, failed to perform the
23 necessary repairs and/or service in good and workmanlike manner.
24 The actions taken by Defendants, and each of them, were
25 insufficient to make the Subject Vehicle conform to the express
26 warranties and/or proper operational characteristics of like
27 Vehicles, all in violation of Defendants' obligations under Song-
28 Beverly.

1 32. Plaintiff hereby gives written notice and makes demand
2 upon Manufacturer and Seller for replacement or restitution,
3 pursuant to Song-Beverly. Defendants, and each of them, knowing
4 their obligations under Song-Beverly, and despite Plaintiff's
5 demand, failed and refused to make restitution or replacement
6 according to the mandates of Song-Beverly. The failure of
7 Defendants, and each of them, to refund the price paid and payable
8 or to replace the Vehicle was intentional and justifies an award
9 of a Civil Penalty in an amount not to exceed two times
10 Plaintiff's actual damages.

11 33. As a result of the acts and/or omissions of Defendants,
12 and each of them, and pursuant to the provisions of the Song-
13 Beverly, Plaintiff is entitled to replacement of the Vehicle or
14 restitution of the amount actually paid or payable under the
15 contract, at Plaintiff's election, plus prejudgment interest
16 thereon at the legal rate. Plaintiff will seek leave of Court to
17 amend this Complaint to set forth the exact amount of restitution
18 and interest, upon election, when that amount has been
19 ascertained.

20 34. Additionally, as a result of the acts and/or omissions
21 of Defendants, and each of them, and pursuant to Song-Beverly,
22 Plaintiff has sustained and is entitled to consequential and
23 incidental damages in amounts yet to be determined, plus interest
24 thereon at the legal rate. Plaintiff will seek leave of the court
25 to amend this complaint to set forth the exact amount of
26 consequential and/or incidental damages, when those amounts have
27 been ascertained.

28 35. As a direct result of the acts and/or omissions of

1 Defendants, and each of them, and in pursuing Plaintiff's claim,
2 it was necessary for Plaintiff to retain legal counsel. Pursuant
3 to Song-Beverly, Plaintiff, in addition to other remedies, is
4 entitled to the recovery of his attorneys' fees based upon actual
5 time expended and reasonably incurred, in connection with the
6 commencement and prosecution of this action.

7 **THIRD CAUSE OF ACTION**

8 (Breach of Written Warranty under Magnuson-Moss Warranty Act
9 against all Defendants)

10 36. Plaintiff realleges each and every paragraph (1-35) and
11 incorporates them by this reference as though fully set forth
12 herein.

13 37. Plaintiff is a "Consumer" as defined in the Magnuson-
14 Moss Warranty Act (hereinafter referred to as the "Warranty Act")
15 15 USC 2301(3).

16 38. The Seller is a "Supplier" and "Warrantor" as defined by
17 the Warranty Act, 15 USC 2301(4), (5).

18 39. The Manufacturer is a "Supplier" and "Warrantor" as
19 defined by the Warranty Act, 15 USC 2301(4), (5).

20 40. The Vehicle is a "Consumer Product" as defined in the
21 Warranty Act, 15 USC 2301(1).

22 41. The Vehicle was manufactured, sold, and leased
23 /purchased after July 4, 1975.

24 42. The express warranty given by the Manufacturer
25 pertaining to the Vehicle is a "Written Warranty" as defined in
26 the Warranty Act, 15 USC 2301(6).

27 43. The Seller is an authorized dealership/agent of the
28 manufacturer designated to perform repairs on Vehicles under

1 Manufacturer's warranties.

2 44. The above-described actions (failure to repair and/or
3 properly repair the above-mentioned defects, etc.), including
4 failure to honor the written warranty, constitute a breach of the
5 written warranty by the Manufacturer and Seller actionable under
6 the Warranty Act, 15 USC 2310(d)(1), (2).

7 45. As a direct result of the Manufacturer and/or Seller's
8 acts and/or omissions, Plaintiff has suffered damages as set forth
9 herein. Therefore, Plaintiff is entitled to a judgment and the
10 following relief against all Defendants: (1) A declaration that
11 acceptance has been properly revoked by Plaintiff and for damages
12 incurred in revoking acceptance; (2) A refund of the purchase
13 price paid by Plaintiff for the Vehicle; (3) Cancellation of
14 Plaintiff's retail installment contract and payment in full of the
15 balance of same; (4) Consequential, incidental, and actual damages
16 to be proved at trial; (5) Costs and expenses including actual
17 attorneys' fees reasonably incurred; (6) Prejudgment interest at
18 the legal rate; and (7) Such other relief the Court deems
19 appropriate.

20 **FOURTH CAUSE OF ACTION**

21 (Breach of Implied Warranty under Magnuson-Moss Warranty Act
22 against all Defendants)

23 46. Plaintiff realleges each and every paragraph (1-45) and
24 incorporates them by this reference as though fully set forth
25 herein.

26 47. The above-described actions on the part of the Seller
27 constitute a breach of the implied warranties of merchantability
28 actionable under the Warranty Act, 15 USC 2301(7), 2308,

1 2310(d)(1), (2).

2 48. As a direct result of the Seller's acts and/or
3 omissions, Plaintiff has suffered damages as set forth herein.
4 Therefore, Plaintiff is entitled to judgment against all
5 Defendants declaring acceptance has been properly revoked by
6 Plaintiff and for damages incurred in revoking acceptance, for a
7 refund of the purchase price paid by Plaintiff for the Vehicle,
8 for cancellation of Plaintiff's retail installment contract and
9 for payment in full by Defendants and all of them on the balance
10 of the installment contract, for consequential, incidental, and
11 actual damages, for costs, prejudgment interest at the legal rate,
12 for actual attorneys' fees reasonably incurred, and such other
13 relief the Court deems appropriate.

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1 WHEREFORE, Plaintiff prays for judgment against all
2 Defendants, and each of them, as follows:

- 3 A. For replacement or restitution, at Plaintiff's election,
4 according to proof;
- 5 B. For incidental damages, according to proof;
- 6 C. For consequential damages, according to proof;
- 7 D. For a civil penalty as provided in Song-Beverly, in an
8 amount not to exceed two times the amount of Plaintiff's
9 actual damages;
- 10 E. For actual attorney's fees, reasonably incurred;
- 11 F. For costs of suit and expenses, according to proof;
- 12 G. For the difference between the value of the Vehicle as
13 accepted and the value the Vehicle would have had if it
14 had been as warranted;
- 15 H. For remedies provided in Chapters 6 and 7 of Division 2
16 of the Commercial Code;
- 17 I. For pre-judgment interest at the legal rate;
- 18 J. Such other relief the Court deems appropriate.

19
20 Date: 2/28/13

Respectfully submitted,
CONSUMER LEGAL SERVICES, P.C.

21
22
23 By:

M. Nicholas Nita, Esq.
Attorney for Plaintiff,
24
25 [REDACTED]

HOOVAN NISSAN OF LONG BEACH

562-264-4000

FAX COVER SHEET

TO: Sarah (Nissan Corp.)

FAX: 1-800-791-9940

FROM: Service Department

TEL: 562-264-4000

Total pages including cover sheet: 9

COMMENT: _____

NICP33779

NICP33779



0301NICP33779

CUSTOMER NO. 100	ADVISOR NANCY VALENZUELA 36718	TAG NO. 7948	INVOICE DATE 10/25/12	INVOICE NO. NICP33779
HOOUMAN NISSAN 1800 E. SPRING STREET SIGNAL HILL, CA 90755	LABOR RATE	LICENSE NO.	MILEAGE 4	COLOR ASPEN WHT/C
	YEAR / MAKE / MODEL 13/NISSAN/SENTRA/4DR SDN I4 CVT SL	DELIVERY DATE 10/24/12		STOCK NO. 13N0381
	VEHICLE I.D. NO. 3 N 1 A B 7 A P 9 D L	SELLING DEALER NO.		DELIVERY MILES 26
NO EMAIL	F.T.E. NO.	P.O. NO.	R.O. DATE 10/23/12	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE 562-264-4000	COMMENTS		

MO: 4

JOB# 1 CHARGES

LABOR
 J# 1 75NIZ PDI TECH(S):38 WARRANTY
 PERFORM PDI
 DONE

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX NICP JOB# 1 TOTAL 0.00

TOTALS

-----	TOTAL LABOR....	0.00
[] CASH [] CHECK -> CHECK # []	TOTAL PARTS....	0.00
[] VISA [] MASTERCARD [] DISCOVER	TOTAL SUBLET...	0.00
[] AMEX [] OTHER [] CHARGE	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00

TOTAL INVOICE \$ 0.00

SCHEDULE YOUR NEXT SERVICE APPOINTMENT ONLINE
WWW.HOOUMANAUTOMOTIVE.COM

PARTS AND LABOR WARRANTY IS
12 MONTHS OR 12,000 MILES WHICHEVER COMES FIRST

CUSTOMER SIGNATURE

DUPLICATE INVOICE

NICS34260

NICS34260



0301NICS34260

CELL: [REDACTED]

CUSTOMER NO. 48048	ADVISOR NANCY VALENZUELA 36718	TAG NO. 1597	INVOICE DATE 11/01/12	NICS34260
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 311	COLOR ASPEN WHT/C
LOS ANGELES, CA	YEAR / MAKE / MODEL 13/NISSAN/SENTRA/4DR SDN I4 CVT SL			STOCK NO. 13N0381
	VEHICLE I.D. NO. 3 N I A B 7 A P 9 D L			DELIVERY DATE 10/24/12
	F.T.E. NO.			DELIVERY MILES 26
	P.O. NO.			PRODUCTION DATE
	R.O. DATE 11/01/12			
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 311

JOB# 1 CHARGES-----

LABOR-----

J# 1 85NIZ ACCESSORIES TECH(S):38303 INTERNAL

INSTALL LOJACK PER DUE BILL: LJU/EW COMPLETED

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	S7E	LOJACK EARLYWRN		INTERNAL
				TOTAL - PARTS	0.00

JOB# 1 TOTALS-----

JOB# 1 JOURNAL PREFIX NICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----

LABOR-----

J# 2 70NIZ03 RENTAL TECH(S):40031 INTERNAL

ONE DAY LOANER AS PER DUE BILL COMPLETED

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	
	12231	LNN	5387	11/01/12	RENTAL	INTERNAL
					TOTAL - SUBLET	0.00

JOB# 2 TOTALS-----

JOB# 2 JOURNAL PREFIX NICS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----

LABOR-----

J# 3 01NIZCARBTIREPR INSPECT-SET TIR PRES TECH(S):40031 INTERNAL

PER CALIFORNIA AIR RESOURCES BOARD, CHECK AND SET TIRE PRESSURE TO FACTORY RECOMMENDATION

SET LEFT FRONT TIRE AT 36 LBS. P.S.I. SET RIGHT FRONT TIRE 36 LBS. P.S.I. SET LEFT REAR TIRE AT 36 LBS. P.S.I. SET RIGHT REAR TIRE AT 36 LBS. P.S.I (P.S.I.= PER SQUARE INCH)

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX NICS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----

LABOR-----

J# 4 10NIZLAMP1 M.P.I. INSP TECH(S):40031 INTERNAL

PERFORM M.P.I. WORLD CLASS INSPECTION COMPLETED M.P.I. INSPECTION

JOB# 4 TOTALS-----

JOB# 4 JOURNAL PREFIX NICS JOB# 4 TOTAL 0.00

COMMENTS-----

CALLED CUSTOMER 11/1/12 2:00PM VEHICLE IS READY FOR PICK UP

NICS34260

NICS34260



0301INICS34260

CELL: [REDACTED]

CUSTOMER NO. 48048		ADVISOR NANCY VALENZUELA 36718	TAG NO. 1597	INVOICE DATE 11/01/12	INVOICE NO. NICS34260
[REDACTED]		LABOR RATE	LICENSE NO.	MILEAGE 311	COLOR ASPEN WHT/C
LOS ANGELES, CA [REDACTED]		YEAR / MAKE / MODEL 13/NISSAN/SENTRA/4DR SDN I4 CVT SL			STOCK NO. 13N0381
		VEHICLE I.D. NO. 3 N I A B 7 A P 9 D L [REDACTED]			DELIVERY DATE 10/24/12
		F.T.E. NO.			DELIVERY MILES 26
		P.O. NO.			SELLING DEALER NO.
RESIDENCE PHONE		BUSINESS PHONE			PRODUCTION DATE
		COMMENTS			R.O. DATE 11/01/12

MO: 311

TOTALS		
-----	TOTAL LABOR....	0.00
[] CASH [] CHECK -> CHECK # []	TOTAL PARTS....	0.00
[] VISA [] MASTERCARD [] DISCOVER	TOTAL SUBLET....	0.00
[] AMEX [] OTHER [] CHARGE	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

SCHEDULE YOUR NEXT SERVICE APPOINTMENT ONLINE		
WWW.HOOMANAUTOMOTIVE.COM		

PARTS AND LABOR WARRANTY IS		
12 MONTHS OR 12,000 MILES WHICHEVER COMES FIRST		

CUSTOMER SIGNATURE

DUPLICATE INVOICE

NICS37887

NICS37887



0301NICS37887

CELL: [REDACTED]

CUSTOMER NO. 48048	ADVISOR MICHAEL TEYECHEA	19	TAG NO. 035	INVOICE DATE 02/21/13	INVOICE NO. NICS37887
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 3,696	COLOR ASPEN WHT/C	STOCK NO. 13N0381
LOS ANGELES, CA	YEAR / MAKE / MODEL 13/NISSAN/SENTRA/4DR SDN I4 CVT SL			DELIVERY DATE 10/24/12	DELIVERY MILES 26
	VEHICLE I.D. NO. 3 N 1 A B 7 A P 9 D L			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.		R.O. NO.	R.O. DATE 01/14/13	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

MO: 3801

JOB# 1 CHARGES

LABOR
J# 1 40NIZ07 BRAKE NOISE TECH(S):15662 WARRANTY

C/S WHEN STEPPING ON BRAKE PEDAL HEARS A CLICKING NOISE FROM REAR BRAKES (CHECK & ADJUST) AFTER DRIVING THE VEHICLE FOR SEVERAL MINUTES IN A STOP AND GO TRAFFIC WE HEARD A RATTLE TYPE NOISE WHEN BRAKING AT A SLOW SPEED.(LESS THAN 5 MPH) - THE NOISE WAS MORE PRONOUNCE AS WE USED THE HAND BRAKE AT ABOUT 5 MPH.(NOT HARD BRAKING) WE INSPECTED THE REAR BRAKES BECAUSE THE NOISE WAS ISOLATED TO THE AREA OF THE REAR BRAKE BUT WE ONLY FOUND GLAZED DRUMS AND SHOES, ENGINEER ADVISE TO REPLACE REAR BRAKE SHOES, DRUM S AND ALL HARDWARE TO FURTHER INVERTIGATE THE SAID COMPONENT S. PC13AA 0.8 - PC15AA 1.1
REMOVED AND REPLACED THE REAR BRAKE DRUMS, SHOES AND ALL HARDWARE KIT, INCLUDING BOTH SLAVE CYLINDERS, BLEED SYSTEM. ADJUSTED REAR BRAKE SHOES CLEARANCE TO FACTORY SPECIFICATION TEST DROVE VEHICLE. THIS FIXED CUSTOMER'S CONCERN.

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	
	1	D4060-3SG0A	SHOE SET-REAR B		WARRANTY
	2	44100-3SG0A	CYLINDER REAR W		WARRANTY
	2	44200-3HA0A	ADJUSTER ASSY-R		WARRANTY
	1	44090-3SG0A	SPRING-RETURN,R		WARRANTY
	2	44083-CY001	SPRING-SHOE		WARRANTY
	2	44084-3HA0A	RETAINER-SPRING		WARRANTY
	2	44091-3HA0A	SPRING		WARRANTY
	2	44081-3HA0A	PIN-ANTI SHOE R		WARRANTY
	2	44005-1HJ2A	BOLT		WARRANTY
	2	44098-1HJ2A	PLUG-ADJUST HOL		WARRANTY
	2	43206-3SG0B	DRUM-BRAKE,REAR		WARRANTY
				TOTAL - PARTS	0.00

SUBLET	PO#	VEND INV#	INV DATE	DESCRIPTION	
	13794	LNN6091	01/16/13	RENTAL	WARRANTY
	14566	LNN-6452	02/21/13	RENTAL	WARRANTY
				TOTAL - SUBLET	0.00

G.O.G. & SUPPLIES				
	FREIGHT (PARTS)		WARRANTY	
			TOTAL - GOG	0.00

JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX NICS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2 04NIZVIP COURTESY OIL CHANGE TECH(S):15662 INTERNAL

PERFORM HOOVAN NISSAN OF LONG BEACH COURTESY OIL CHANGE PER SALES CONTRACT
COMPLIMENTARY FOR SPECIFIED AMOUNT OF TIME IN THE PURCHASE O F A NEW OR USED NISSAN VEHICLE
COMPLETED VIP OIL CHANGE SERVICE.

NICS37887

NICS37887



0301NICS37887

CELL: [REDACTED]

CUSTOMER NO. 48048	ADVISOR MICHAEL TEYECHEA	19	TAG NO. 035	INVOICE DATE 02/21/13	INVOICE NO. NICS37887
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 3,696	COLOR ASPEN WHT/C	STOCK NO. 13N0381
LOS ANGELES, CA	YEAR / MAKE / MODEL 13/NISSAN/SENTRA/4DR SDN I4 CVT SL		DELIVERY DATE 10/24/12	DELIVERY MILES 26	
	VEHICLE I.D. NO. 3 N 1 A B 7 A P 9 D L		SELLING DEALER NO.	PRODUCTION DATE	
	F.T.E. NO.	R.O. NO.	R.O. DATE 01/14/13		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

MO: 3801

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	15208-65FC	OIL FILTER		INTERNAL
	1	11026-JA00A	WASHER DRAIN		INTERNAL
				TOTAL - PARTS	0.00
G.O.G. & SUPPLIES					
	5.0	CASTROL GTX 5W30	@ /UNIT		INTERNAL
				TOTAL - GOG	0.00
MISC	CODE	DESCRIPTION	CONTROL NO.		
	VIP	VIP SERVICES			INTERNAL
				TOTAL - MISC	0.00
JOB# 2 TOTALS					
JOB# 2 JOURNAL PREFIX NICS				JOB# 2 TOTAL	0.00
JOB# 3 CHARGES					

LABOR
#3 5INIZ15 POWER ACCESSORIES * TECH(S):15662 WARRANTY

C/S WHILE DRIVING STEREO SYSTEM WILL GO TO A BLACK SCREEN CUSTOMER HAS TO PULL OVER AND RESTART VEHICLE FOR SYSTEM TO WORK / RESTART (CHECK & ADVISE)
CUSTOMER'S CONCERN WAS DUPLICATED AFTER HAVING THE RADIO ON FOR MORE THAN 20 MINUTES. RADIO SCREEN WHEN BLANK AND AFTER SLIGHTLY TAPPING ON THE RADIO SCREEN CAME BACK. REMOVED THE RADIO UNIT AND INSPECT ALL THE CONNECTORS IN THE BACK TO MAKE SURE THEY ARE SECURED PROPERLY. GENTLE PULLED ALL HARNESS IN THE BACK OF THE RADIO AND PROBLEM WAS NOT DUPLICATED BY TAPPING IN THE FRONT OF THE RADIO UNIT. TURN THE RADIO OFF. THE FAILURE WAS ISOLATED TO THE INTERNAL RADIO CIRCUIT. RN11RA 0.9
REMOVED AND REPLACED THE RADIO UNIT. TEST DROVE VEHICLE AND NO MORE BLANK SCREEN WAS NOTICED. TAPPED ON RADIO UNIT AND CONCERN WAS NOT DUPLICATED. THIS FIXED CUSTOMER'S CONCERN.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	25915-3SG0D	CONTROL ASY-NAV		WARRANTY
				TOTAL - PARTS	0.00
JOB# 3 TOTALS					
JOB# 3 JOURNAL PREFIX NICS				JOB# 3 TOTAL	0.00
JOB# 4 CHARGES					
LABOR					
#4 10NIZLAMP1		M.P.I. INSP	TECH(S):15662		INTERNAL
PERFORM M.P.I. WORLD CLASS INSPECTION COMPLETED M.P.I. INSPECTION					
JOB# 4 TOTALS					
JOB# 4 JOURNAL PREFIX NICS				JOB# 4 TOTAL	0.00

NICS37887

NICS37887



0301INICS37887

CELL: [REDACTED]

CUSTOMER NO. 48048		ADVISOR MICHAEL TEYECHA	19	TAB NO. 035	INVOICE DATE 02/21/13	INVOICE NO. NICS37887
[REDACTED]		LABOR RATE	LICENSE NO.	MILEAGE 3,696	COLOR ASPEN WHT/C	STOCK NO. 13N0381
LOS ANGELES, CA		YEAR / MAKE / MODEL 13/NISSAN/SENTRA/4DR SDN I4 CVT SL			DELIVERY DATE 10/24/12	DELIVERY MILES 26
[REDACTED]		VEHICLE I.D. NO. 3 N 1 A B 7 A P 9 D L			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]		F.T.E. NO.			F.O. NO.	R.O. DATE 01/14/13
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS				

MO: 3801

JOB# 5 CHARGES

LABOR
 J# 5 01NIZCARBTIREPR INSPECT-SET TIR PRES TECH(S):15662 INTERNAL
 PER CALIFORNIA AIR RESOURCES BOARD, CHECK AND SET TIRE
 PRESSURE TO FACTORY RECOMMENDATION
 SET LEFT FRONT TIRE AT 36 LBS. P.S.I. SET RIGHT FRONT TIRE
 36 LBS. P.S.I. SET LEFT REAR TIRE AT 36 LBS. P.S.I. SET
 RIGHT REAR TIRE AT 36 LBS. P.S.I (P.S.I.= PER SQUARE INCH)

JOB# 5 TOTALS

JOB# 5 JOURNAL PREFIX NICS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES

LABOR
 J# 6+70NIZ03 RENTAL TECH(S):15662 INTERNAL
 LOANER CAR

JOB# 6 TOTALS

JOB# 6 JOURNAL PREFIX NICS JOB# 6 TOTAL 0.00

COMMENTS

2/15/13 7:55AM LEFT MESSAGE PARTS ARE HERE AND READY TO BE
 INSTALLED
 02/21/13 9:05 LEFT MESSAGE VEHICLE REPAIRS COMPLETED ANDREADY FOR
 PICK UP

TOTALS

-----	TOTAL LABOR....	0.00
[] CASH [] CHECK -> CHECK # []	TOTAL PARTS....	0.00
[] VISA [] MASTERCARD [] DISCOVER	TOTAL SUBLET....	0.00
[] AMEX [] OTHER [] CHARGE	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00

TOTAL INVOICE \$ 0.00

SCHEDULE YOUR NEXT SERVICE APPOINTMENT ONLINE
 WWW.HOOMANAUTOMOTIVE.COM

PARTS AND LABOR WARRANTY IS
 12 MONTHS OR 12,000 MILES WHICHEVER COMES FIRST

CUSTOMER SIGNATURE

DUPLICATE INVOICE

NICS39850

NICS39850



0301NICS39850

CELL: [REDACTED]

CUSTOMER NO. 48048	ADVISOR MICHAEL TEYECHEA	19	TAG NO. 063	INVOICE DATE 02/25/13	INVOICE NO. NICS39850
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 5,258	COLOR ASPEN WHT/C	STOCK NO. 13N0381
LOS ANGELES, CA	YEAR / MAKE / MODEL 13/NISSAN/SENTRA/4DR SDN I4 CVT SL			DELIVERY DATE 10/24/12	DELIVERY MILES 26
	VEHICLE I.D. NO. 3 N 1 A B 7 A P 9 D L			SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.		R.O. DATE 02/21/13	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

MO: 5258

JOB# 1 CHARGES-----					
LABOR-----					
J# 1 40NIZ01	BRAKE CONCERN	TECH(S):15662		INTERNAL	
C/S BRAKE PEDAL GOES TO THE FLOOR AND FLUID LEAKING FROM LEFT REAR WHEEL (CHECK & ADVISE) RECHECK BRAKE FLUID RETAITEND FIRRNGS THAT GO TO CALIPER ALL OK					
JOB# 1 TOTALS-----					
JOB# 1 JOURNAL PREFIX NICS JOB# 1 TOTAL					0.00
JOB# 2 CHARGES-----					
LABOR-----					
J# 2 70NIZ03	RENTAL LOANER CAR	TECH(S):15662		INTERNAL	
SUBLET-----PO#-----VEND INV#-INV.DATE-DESCRIPTION-----					
	14650	LNN-6482	02/25/13	RENTAL	
TOTAL - SUBLET					INTERNAL 0.00
MISC-----CODE-----DESCRIPTION-----CONTROL NO-----					
		CDL LOANER CARS			
TOTAL - MISC					INTERNAL 0.00
JOB# 2 TOTALS-----					
JOB# 2 JOURNAL PREFIX NICS JOB# 2 TOTAL					0.00
JOB# 3 CHARGES-----					
LABOR-----					
J# 3 10NIZLAMP1X	EXPRESS LUBE INSPECT	TECH(S):15662		INTERNAL	
PERFORM EXPRESS MULTI-POINT INSPECTION N					
JOB# 3 TOTALS-----					
JOB# 3 JOURNAL PREFIX NICS JOB# 3 TOTAL					0.00
JOB# 4 CHARGES-----					
LABOR-----					
J# 4 01NIZCARBTIREPR	INSPECT-SET TIR PRES	TECH(S):15662		INTERNAL	
PER CALIFORNIA AIR RESOURCES BOARD, CHECK AND SET TIRE PRESSURE TO FACTORY RECOMMENDATION SET LEFT FRONT TIRE AT 36 LBS. P.S.I. SET RIGHT FRONT TIRE 36 LBS. P.S.I. SET LEFT REAR TIRE AT 36 LBS. P.S.I. SET RIGHT REAR TIRE AT 36 LBS. P.S.I (P.S.I.= PER SQUARE INCH)					
JOB# 4 TOTALS-----					
JOB# 4 JOURNAL PREFIX NICS JOB# 4 TOTAL					0.00

NICS39850

NICS39850



0301INICS39850

CELL: [REDACTED]

CUSTOMER NO. 48048	ADVISOR MICHAEL TEYECHA	19 TAG NO. 063	INVOICE DATE 02/25/13	INVOICE NO. NICS39850
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 5,258	COLOR ASPEN WHT/C
LOS ANGELES, CA	YEAR / MAKE / MODEL 13/NISSAN/SENTRA/4DR SDN I4 CVT SL	DELIVERY DATE 10/24/12	STOCK NO. 13N0381	DELIVERY MILES 26
	VEHICLE I.D. NO. 3 N 1 A B 7 A P 9 D L	SELLING DEALER NO.	PRODUCTION DATE	
RESIDENCE PHONE	BUSINESS PHONE	F.T.E. NO.	P.O. NO.	R.O. DATE 02/21/13
COMMENTS				

MO: 5258

TOTALS

-----	TOTAL LABOR....	0.00
[] CASH [] CHECK -> CHECK # []	TOTAL PARTS....	0.00
[] VISA [] MASTERCARD [] DISCOVER	TOTAL SUBLET...	0.00
[] AMEX [] OTHER [] CHARGE	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	0.00
	TOTAL TAX.....	0.00
	TOTAL INVOICE \$	0.00

SCHEDULE YOUR NEXT SERVICE APPOINTMENT ONLINE
WWW.HOOBANAUTOMOTIVE.COM

PARTS AND LABOR WARRANTY IS
12 MONTHS OR 12,000 MILES WHICHEVER COMES FIRST

CUSTOMER SIGNATURE _____
 ***** DUPLICATE INVOICE *****



CUSTOMER #: [REDACTED]
 UNIT# [REDACTED]

58091

INVOICE

FONTANA, CA

PAGE 1

PUENTE HILLS NISSAN
 17320 E. GALE AVE.
 CITY OF INDUSTRY, CA 91748
 PHONE (626) 626-2600
 FAX (626) 626-2648

HOME: [REDACTED] CONT:N/A
 BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1188 JESUS MARTINEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SUPER BLAC	13	NISSAN SENTRA	3N1AB7AP9D1 [REDACTED]		3739/3742	T9026	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23MAY13 DD			18:00 03AUG13		0.00	CASH	03AUG13
R.O. OPENED	READY	OPTIONS: STK: P31948					
07:12 03AUG13	13:22 03AUG13						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES VEHICLE FEELS AS IF ITS STALLS WHILE COMIGN TO A STOP
 00 INSPECTED AND UNABLE TO DUPLICATE CONCERN AT THIS TIME
 1209 ISP (N/C)

B CUSTOMER STATES CEAKING SOUND WHEN APPLYING BRAKES...SOP IN
 CAUSE: TEST DROV EAND CONFIRM CONCERN ,INSP BRAKE MASTER CYLINDER AND
 LOW ON FLUID,
 PFI0AA RPL BRAKE BOOSTER ASS'Y *
 1209 W (N/C)
 1 47210-3SG0A BOOSTER ASMY-BR (N/C)
 1 46010-3SG1A CYLINDER ASMY-B (N/C)

PERFORM TEST WITH SPECIAL TOOL AND FLUID ON BOOSTER DUE TO BRAKE
 MASTER CYLINDER LEAK,REPLACE BRAKE MASTER CYLINDER AND BRAKE BOOSTER
 BLED SYSTEM ,TEST DROVE AND NO FURTHER ISSUE AT THIS TIME

C CUSTOMER STATES VEHICLE SHAKES AT IDLE IN DRIVE WHILE AT A COMPLETE
 STOP ...RPMs FLUXUATE
 00 ROAD TEST VEHICLE AND WAS NOT ABLE TO
 DUPLICATE CONCERN AT THIS TIME
 1209 ISP (N/C)

D CUSTOMER STATES VEHICLE JERKS AT LIGHT ACEL FROM A SOCMPLETE STOP
 00 ROADTEST VEHICLE AND WAS NOT ABLE TO DUPLICATE
 CONCERN AT THIS TIME
 1209 ISP (N/C)

E PUENTE HILLS NISSAN CUSTOMER APPRECIATION 1ST OIL AND FILTER
 CHANGE.CHANGE OIL AND FILTER, TOP OFF FLUID LEVELS, SET TIRE
 PRESSURES,MULTIPOINT INSPECTION
 CAUSE: MAINTENANCE
 LOF1 PUENTE HILLS NISSAN CUSTOMER APPRECIATION
 1ST OIL AND FILTER CHANGE.CHANGE OIL AND
 FILTER, TOP OFF FLUID LEVELS, SET TIRE

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

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE
 INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE
 SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO
 OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE
 VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED
 UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY
 ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS
 CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT.
 NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY
 MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

STATEMENT OF DISCLAIMER
 The factory warranty constitutes all
 of the warranties with respect to
 the sale of this item/items. The
 Seller hereby expressly disclaims all
 warranties, either express or
 implied, including any implied
 warranty of merchantability or
 fitness for a particular purpose.
 Seller neither assumes nor
 authorizes any other person to
 assume for it any liability in
 connection with the sale of this
 item/items.

CUSTOMER SIGNATURE

BAR # ARD261341 EPA # CAL000349705



CUSTOMER #: [REDACTED]
 UNIT# [REDACTED]

58091

INVOICE

PUEENTE HILLS NISSAN

17320 E. GALE AVE.
 CITY OF INDUSTRY, CA 91748
 PHONE (626) 626-2600
 FAX (626) 626-2648

FONTANA, CA

PAGE 2

HOME: [REDACTED] CONT: N/A

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1188 JESUS MARTINEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
SUPER BLAC	13	NISSAN SENTRA	3N1AB7AP9DL [REDACTED]		3739/3742	T9026	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23MAY13 DD			18:00 03AUG13		0.00	CASH	03AUG13
R.O. OPENED	READY	OPTIONS: STK:P31948					

07:12 03AUG13	13:22 03AUG13	LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
---------------	---------------	------	--------	------	------	-------	------	-----	-------

PRESSURES, MULTIPOINT INSPECTION									
1209 IFO									(N/C)
1 15208-65F0C OIL FILTER									(N/C)
1 11026-JA00A WASHER DRAIN									(N/C)
5 OIL ENGINE OIL									(N/C)

I authorize PUEENTE HILLS NISSAN to contact me at my above-noted telephone numbers and/or e-mail address on any matter concerning my vehicle.
 Signature _____

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.

STATEMENT OF DISCLAIMER
 The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

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

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

CUSTOMER SIGNATURE

BAR # ARD261341 EPA # CAL000349705

CUSTOMER #: P31948
 UNIT# P31948

57311



* INVOICE *

PUEENTE HILLS NISSAN
 17320 E. GALE AVE.
 CITY OF INDUSTRY, CA 91748
 PHONE (626) 626-2600
 FAX (626) 626-2648

PAGE 1

SERVICE ADVISOR: 1188 JESUS MARTINEZ

FONTANA, CA
 HOME:
 BUS:

CONT:
 CELL:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
SUPER BLAC	13	NISSAN SENTRA	3N1AB7AP9DL		2993/2994	T6060	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
23MAY13 DD			17:00 20JUL13		0.00	CASH	20JUL13

R.O. OPENED: 08:45 20JUL13
 READY: 14:38 20JUL13
 OPTIONS: STK:P31948

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES VEHICLE STALLS AT TIMES WHILE DRIVING ATA TIMES,
 PARTS ORDERED ARE IN BUSINESS DAYS, PLEASE CONTACT US TO
 SCHEDULE AN APPOINTMENT.
 CAUSE: FOUND FUE PUMP NOT WORKING PROPERLY AT TIMES CAUSING VEHICLE TO
 STALL OUT
 DG20AA R&R/RPL ELECTRIC FUEL PUMP *
 1209 W (N/C)
 1 17040-3SG0A PUMP COMPL-FUEL (N/C)
 1 17342-EM30A PACKING-FUEL GA (N/C)
 REPLACE FUEL PUMP AND TEST DROVE AND NO FURTHER ISSUE AT THE TIME

B CUSTOMER STATES THERES A CLICKING NOISE AT FRONT WHILE APPLYING
 SOP IT WAS NECESSARY FOR US TO ORDER A PART TO
 COMPLETE THE SERVICE ON YOUR VEHICLE. THE
 PARTS (S) SHOULD BE AVAILABLE IN
 APPROXIMATELY 5 DAYS. IF YOU DO NOT HEAR
 FROM US WITH IN 7 BUSINESS DAYS, PLEASE
 CONTACT US TO SCHEDULE AN APPOINTMENT.
 1209 ISP (N/C)

C STATE INSPECTION. CARB TIRE INFLATION TO REDUCE GREEN HOUSE EMISSIONS
 IN CALIFORNIA. (RR ___ PSI) (LR ___ PSI) (RF ___ PSI) (LF ___ PSI)
 TP DEFAULT
 1209 ISP (N/C)

D COMPREHENSIVE HAND HELD BATTERY TEST
 TBAT DEFAULT
 1209 ISP (N/C)

created 2013-06-03 04:46:00pm I authorize PUEENTE HILLS NISSAN to contact
 taken by Lisa Ree d me at my above-noted telephone numbers and/or
 e-mail address on any matter concerning my
 vehicle.
 Signature

ON BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE
 INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE
 SHOWN. SERVICES DESCRIBED WERE PERFORMED AT NO CHARGE TO
 OWNER. THERE WAS NO INDICATION FROM THE APPEARANCE OF THE
 VEHICLE OR OTHERWISE, THAT ANY PART REPAIRED OR REPLACED
 UNDER THIS CLAIM HAD BEEN CONNECTED IN ANY WAY WITH ANY
 ACCIDENT, NEGLIGENCE OR MISUSE. RECORDS SUPPORTING THIS
 CLAIM ARE AVAILABLE FOR (1) YEAR FROM THE DATE OF PAYMENT
 NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY
 MANUFACTURER'S REPRESENTATIVE.

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)

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 of the warranties with respect to
 the sale of this item/items. The
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 warranties, either express or
 implied, including any implied
 warranty of merchantability or
 fitness for a particular purpose.
 Seller neither assumes nor
 authorizes any other person to
 assume for it any liability in
 connection with the sale of this
 item/items.

CUSTOMER SIGNATURE

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

BAR # ARD261341 EPA # CAL000349705

PE14-014

NISSAN

7/31/2014

REQUEST 4 DOCUMENTS

LEGAL FIELD REPORT

2





TEXAS
BLW-350
The Lone Star State

LIFT



NISSAN

VERSA

SE

ELECTRIC



CONSULT-III plus

Ver.31.11

Ver.CSP19.1



Back



Home



Print Screen



Diagnosis (All Systems)

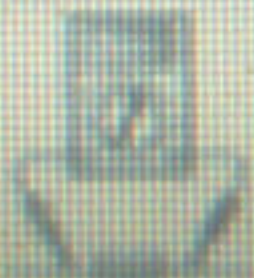


S

VIN:3N1CN7AP3EL [REDACTED]



Screen
capture



Measurement
Mode



Record
Data

Vehicle : VERSA Sedan N17 2014



Help



13.2V



VI

Result

Detailed

ENGINE

NO DTC

ABS

NO DTC

METER/M&A

NO DTC

BCM

NO DTC

...

NO DTC

BCM

NO DTC

AIR BAG

NO DTC

TRANSMISSION

NO DTC

EPS/DAST 3

NO DTC

result

IPDM E/R

NO DTC

OCCUPANT
DETECTION

No support
for Self Diag

Diagnosis (All Systems)

Select Vehicle

Confirm Vehicle

Diagnosis (All Systems)

All DTC

CAN Diag

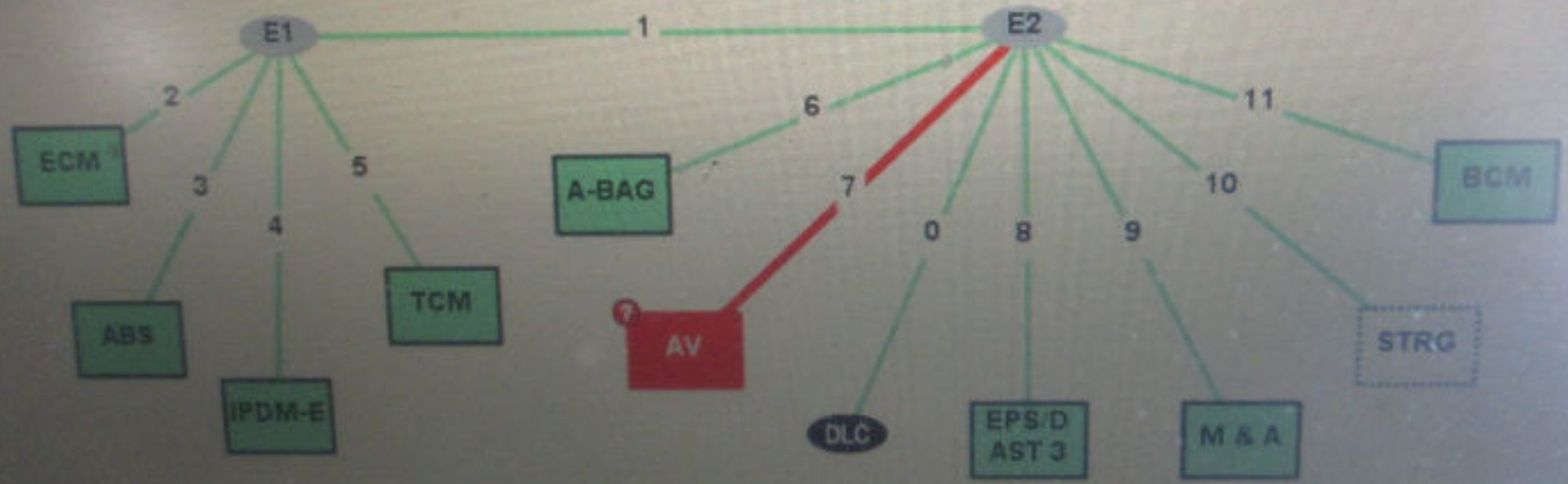
CAN DIAG SUPPORT MNTR

SRT & P-DTC

MACRO



V-CAN



Battery Voltage

13.183V

IGN SW Status

ON

CAN High Max.

4.069V

CAN High Min.

2.373V

CAN Low Max.

2.589V

CAN Low Min.

Re-Select CAN Type

List View

Explanation

Print

Diagnose (All Systems)

Select Vehicle

Confirm

CAN DIAG SUPPORT MNTR

SRT & P-DTC

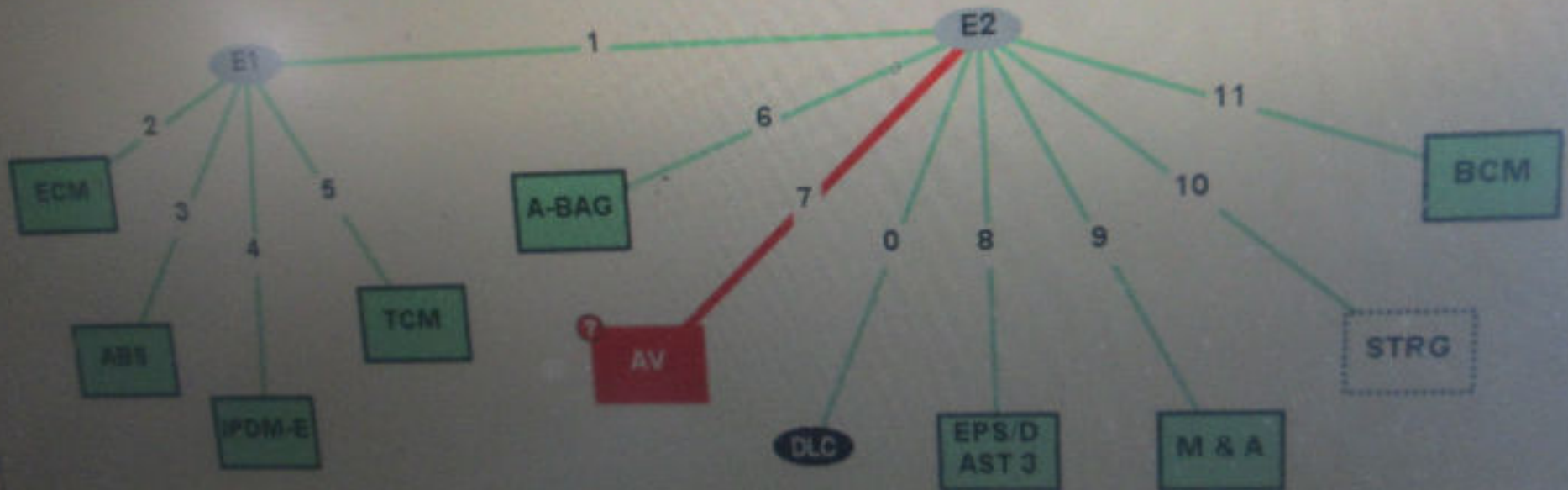
All DTC

CAN Diag

MACRO



V-CAN



Battery Voltage

13.187V

IGN SW Status

ON

CAN High Max.

4.069V

CAN High Min.

2.373V

CAN Low Max.

2.509V

Re-Select CAN Type

List View

Explanation

Print



ODO TRIP



H

907

mpg mls →

10:00

1/2

C



0

GAWR FR: 1750 LBS GVWR: [REDACTED]
GAWR RR: [REDACTED]

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL
VEHICLE SAFETY, BUMPER AND THEFT PREVENTION STANDARDS
IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
SEE OWNER'S MANUAL FOR ADDITIONAL INFORMATION.

VIN: 3N1CN7AP3EL [REDACTED] PASSENGER
COLOR TRIM TRANS AXLE ENGINE

K23 G REOF11A GM3B HR16DE1
MODEL: BDTALBZ-EUC 4Z0



3N1CN7AP3EL [REDACTED]

MANUFACTURED BY NISSAN MOTOR CO., LTD.
DATE: 06/13. GVWR: 3389 LBS
GAWR FR: 1750 LBS GAWR RR: 1687 LBS

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR
VEHICLE SAFETY, BUMPER AND THEFT PREVENTION STANDARDS
IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
SEE OWNER'S MANUAL FOR ADDITIONAL INFORMATION.

VIN: 3N1CN7AP3EL [REDACTED] PASSENGER CAR.
COLOR TRIM TRANS AXLE ENGINE
K23 G 'REDF11A GM3B'HR16DE1598 CC
MODEL: BDTALBZ-EUC 42000



3N1CN7AP3EL [REDACTED]



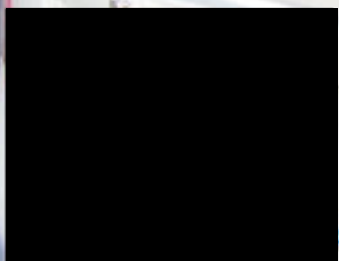












3V







Informational tag on the left side of the windshield.

06-15

6 4





VERSA







SRS

AIRBAG



VERSA



PRESS

PRESS



A close-up photograph of a metal buckle. The buckle is rectangular with rounded corners and a central rectangular cutout. It is attached to a dark grey woven fabric strap. Below the buckle is a black plastic component. The buckle has the alphanumeric code "FT3305" stamped on its lower half. The background is out of focus, showing parts of a vehicle's interior.

FT3305



SRS

AIRBAG



SRS AIRBAG







SRS AIRBAG





VERSA



PRESS

PRESS



CT3313

A close-up photograph of a metal tool, possibly a punch or a similar mechanical part. The tool has a rectangular hole in the center. The metal is a reddish-brown color, likely steel. The handle is black and has a textured, pebbled surface. The background is out of focus, showing a blue fabric and a grey plastic component.

CT3313



SRS

AIRBAG



NISSAN

SEAT BELT FOR AUTOMOBILES

MEETS/CUMPLE:

MVSS NO.209, NO.302

HECHO EN MEXICO

MODEL/MODELO: TI-G319

MFD. DATE/FECHA: 2013

LOT NO/LOTE: 3147

FABRICANTE :/

MANUFACTURED BY:

TK HOLDINGS INC.

PRE







H

ODO

905



mpg

18.8

1/2





7

8

1



200

140

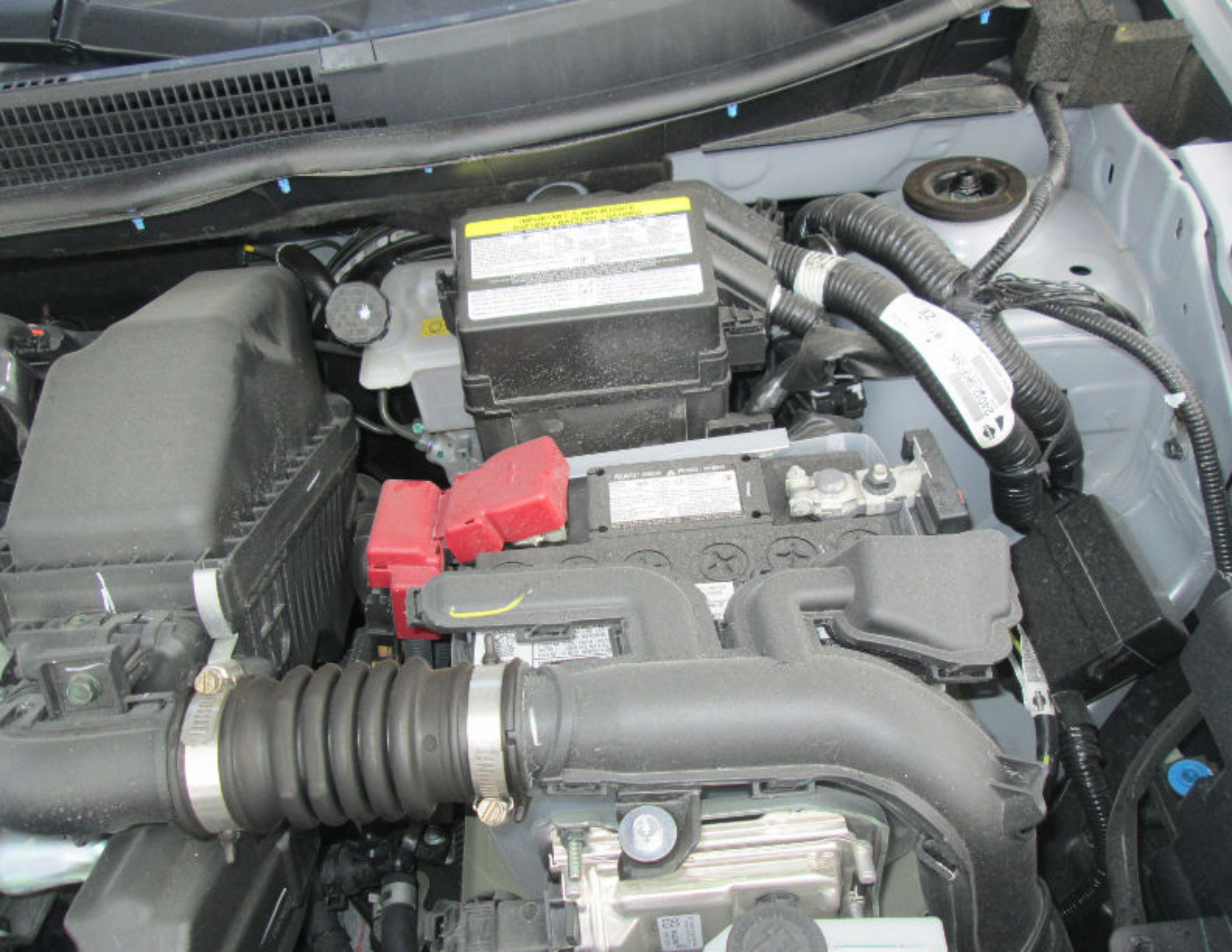
CRUISE

PS

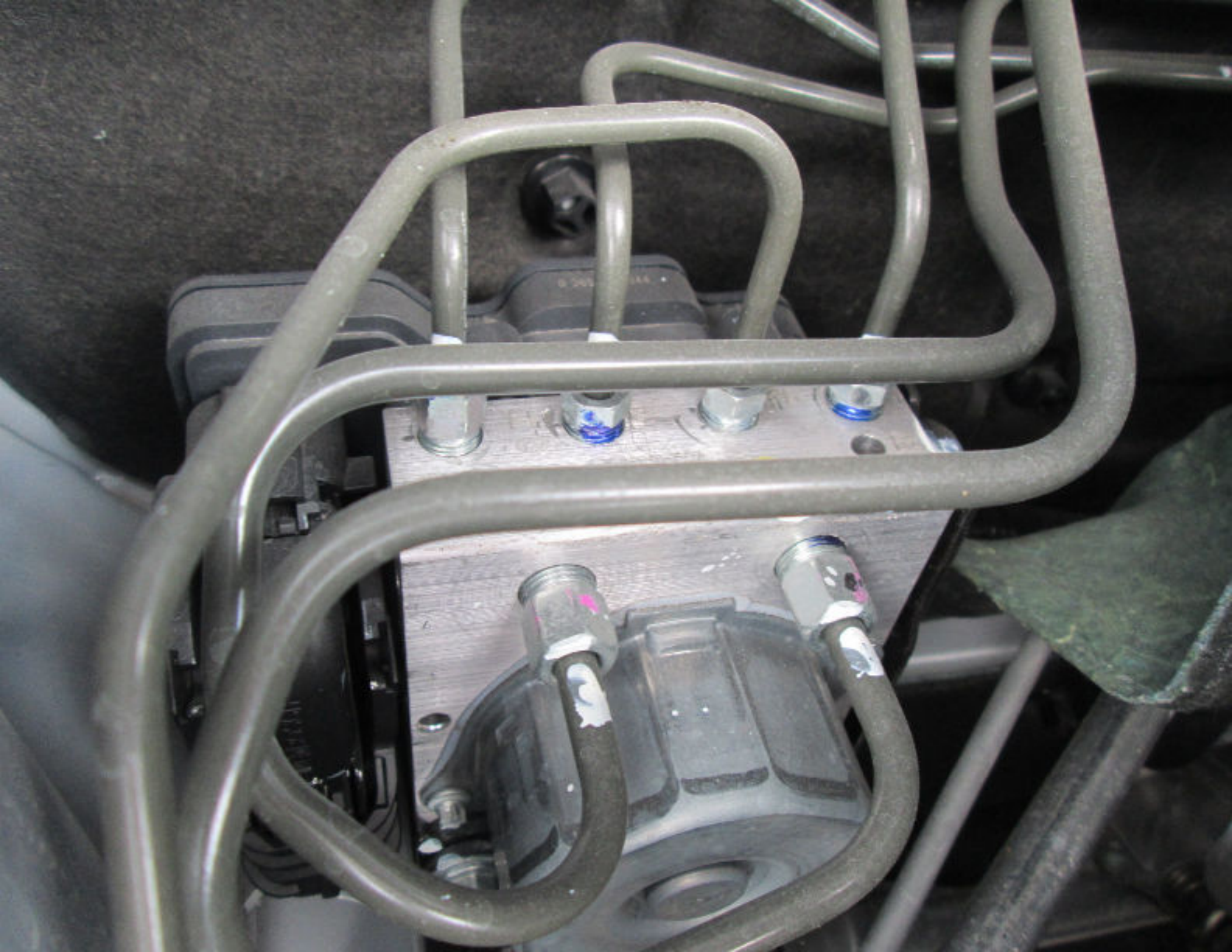
ABS BRAKE















MAX

MIN

X-PIPE
BR6A



DOT 100
010213

A5

0223035NET





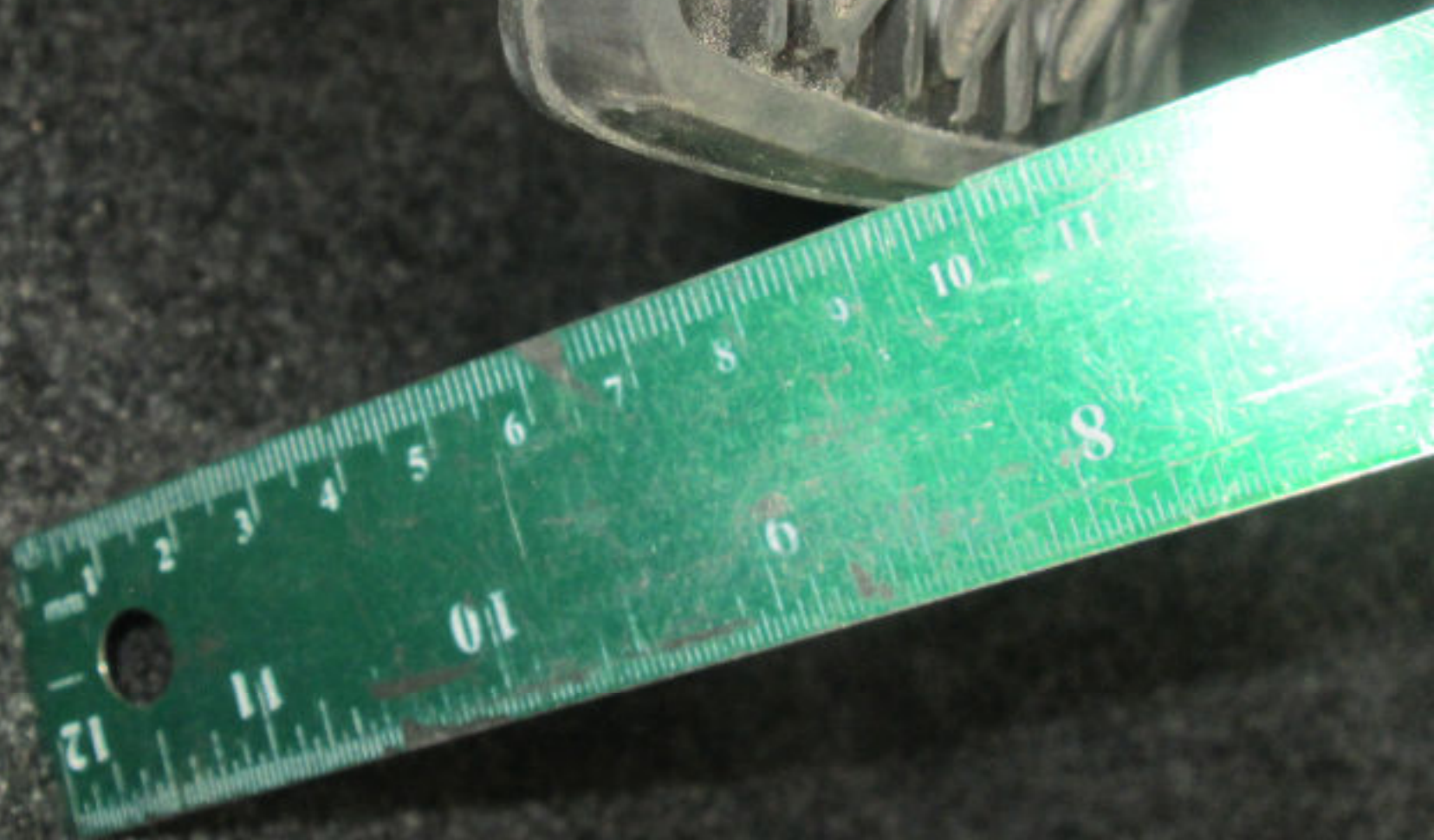




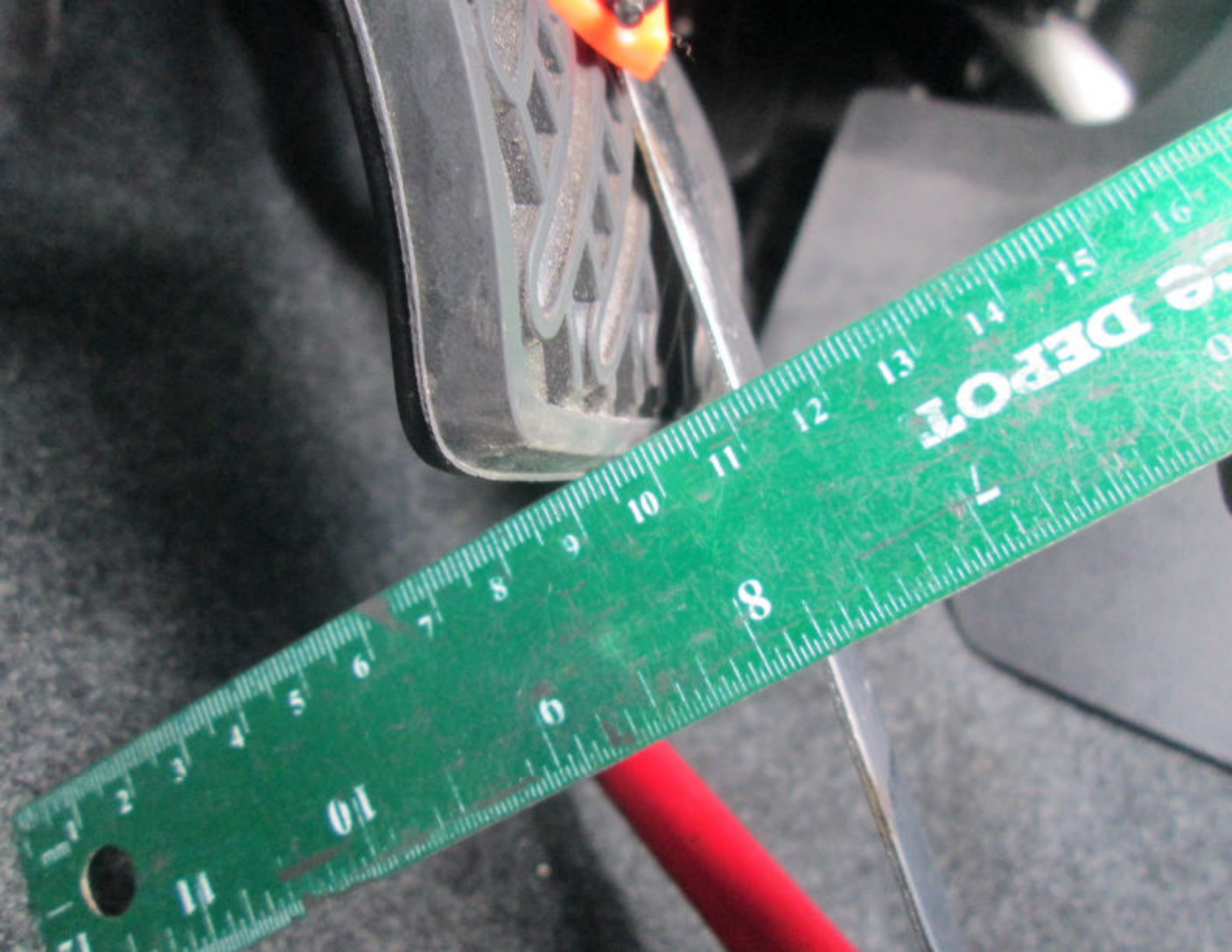














Office DEPOT

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

0 1 2 3 4 5 6 7 8 9 10



5

6

7

8

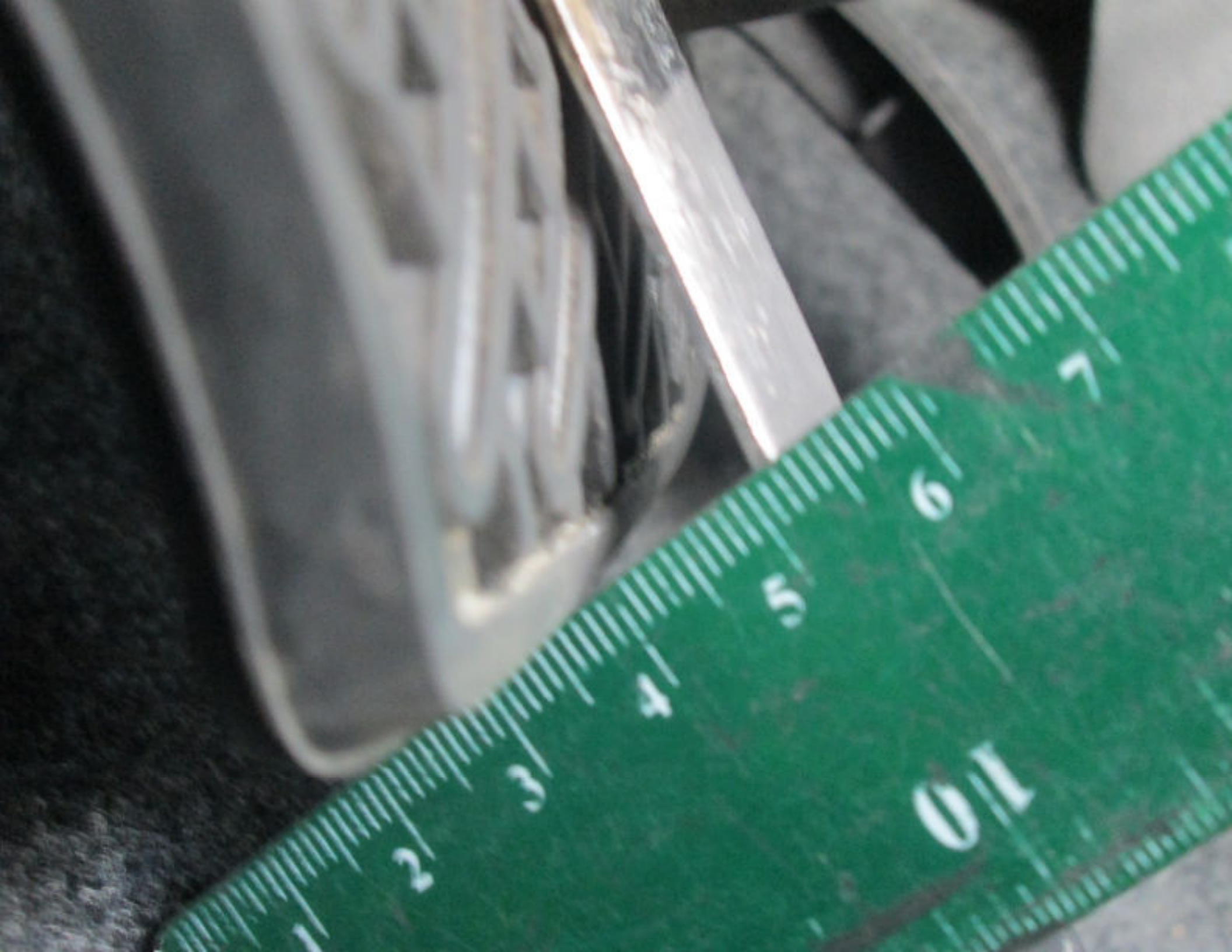
9

10

11

8

6





LF





Continental



www.conti@line.com

1111 1016 1016 1016

Continental



CONTI PRO CONTACT

0221850

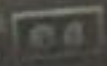
0221000-0



ALL SEASON

ContiProContactE

0231850



ALL SEASON

Tubeless

Commercial



500 TRACTION AA TEMPERATURE A

P185/65 R 15 86

SAFETY WARNING

DOT P5FP

3YP

1113



RF







Continental

www.conti-online.com

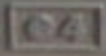
MAXIMUM LOAD 4150 LBS

CONTAINS TREAD SEPARATION

ContiProContacte



0281650
0226002-F



ALL SEASON



CONTINENTAL
AGEL 75

TREADWEAR 500 TRACTION AA TEMPERATURE A

P185/65 R 15 86

MADE IN MEXICO

SAFETY WARNING
SERVIR EN UNO PUNTO RESERVA

DOT P5FP

3YP

(2013)



RR





Continental



www.conti-online.com
150KG (330 LBS)
SPEED 200 KM/H (125 MPH)
SPEED 100 KM/H (62 MPH)



ContiProContact E

ALL-SEASON M+S



TREADWEAR 600 TRACTION AA TEMPERATURE C

P185/65R15

MADE IN MEXICO

86

DOT P5FP 3YP

1113



3YP

1113



LR





Continental

www.conti-online.com

MAX. INFLATION PRES. 3.5 BAR (51 PSI)
MAX. LOAD 530 KG (1168 LBS)

HIGHWAY TYP. PERFORMANCE
TREAD & PLIES: POLYESTER



ContiProContact

M+S - ALL-SEASON



TREADWEAR

500

TRACTION

AA

TEMPERATURE

C

P185/65 R 15

86



SAFETY WARNING
SERIOUS INJURY OR DEATH MAY RESULT FROM
IMPROPER USE

MADE IN TEXAS

DOT P5FP

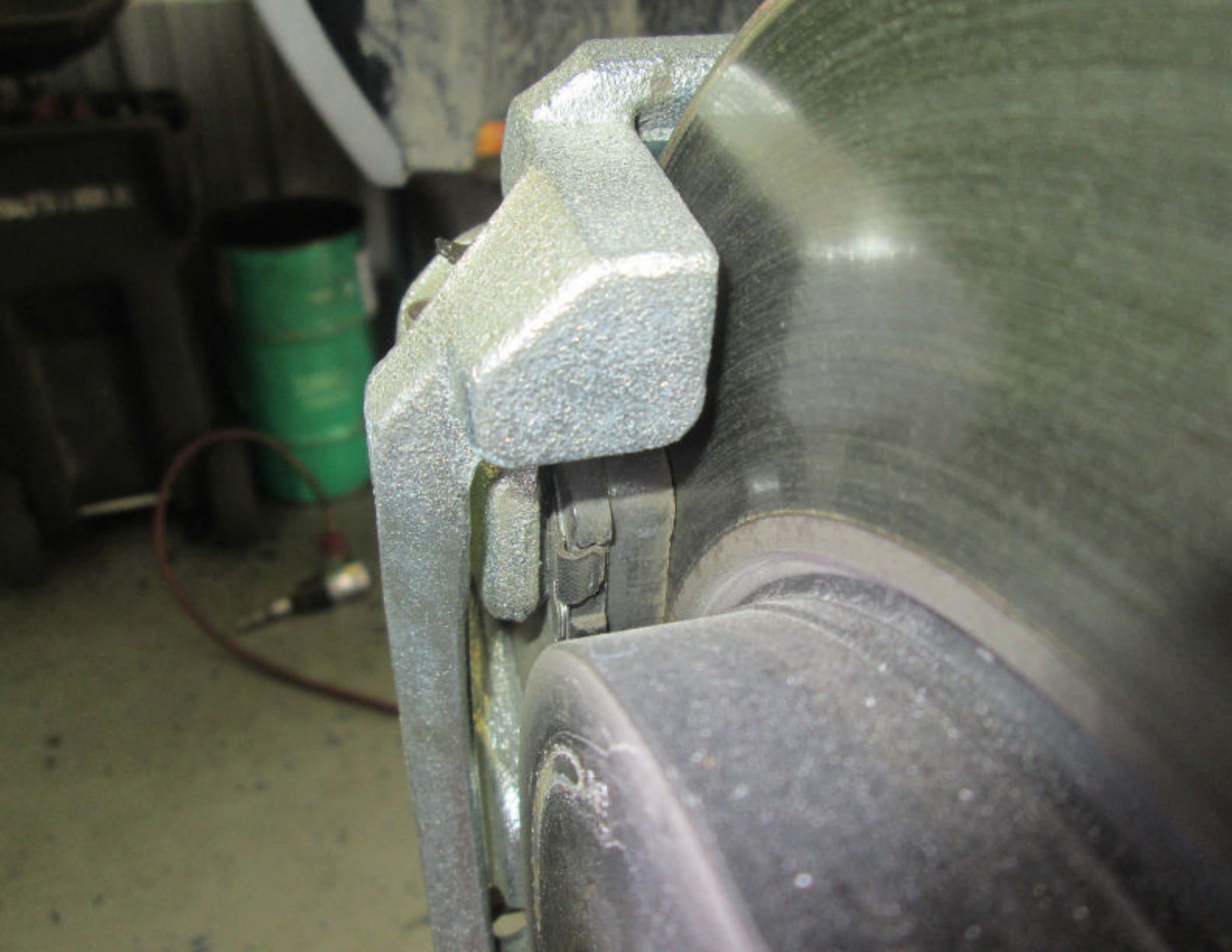
3YP

1113

LF





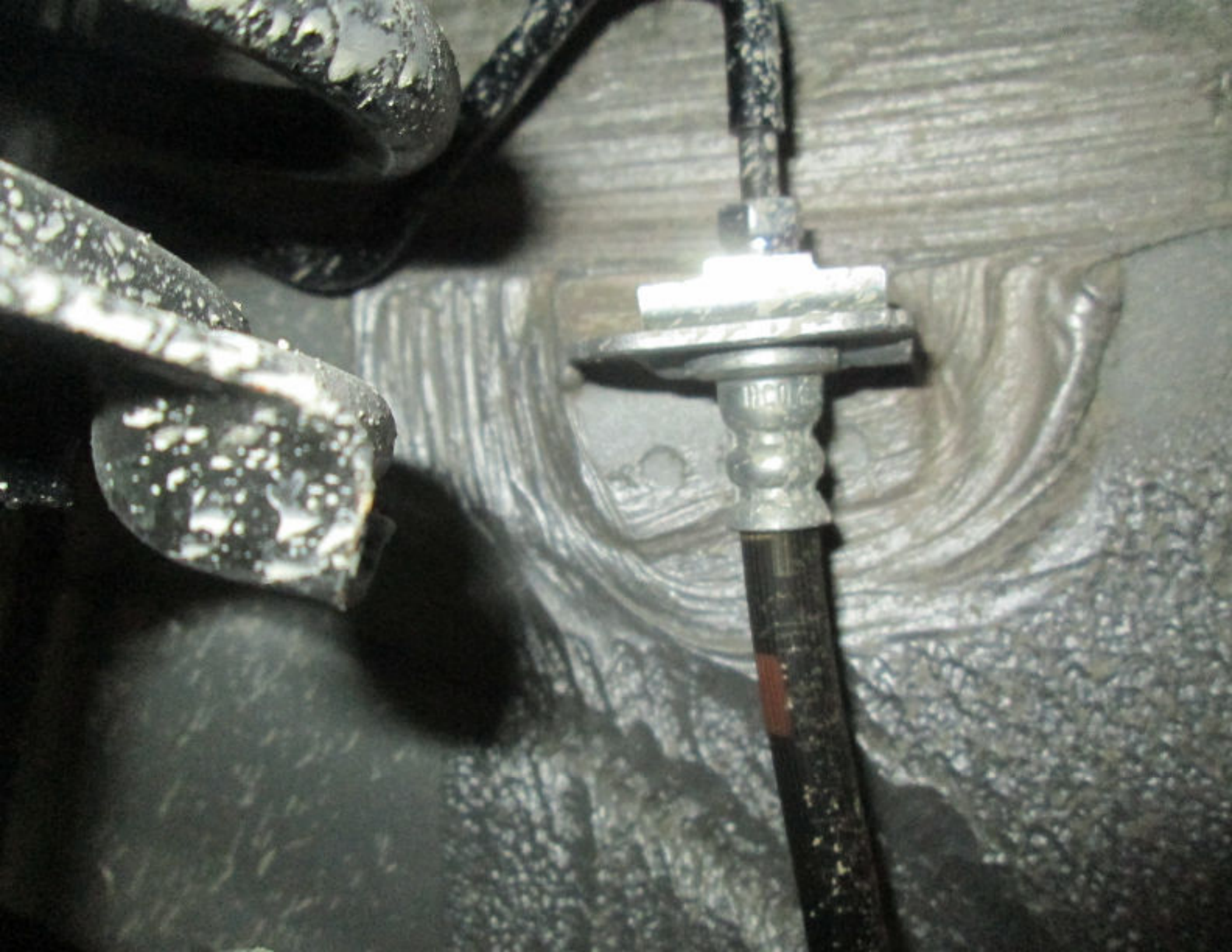














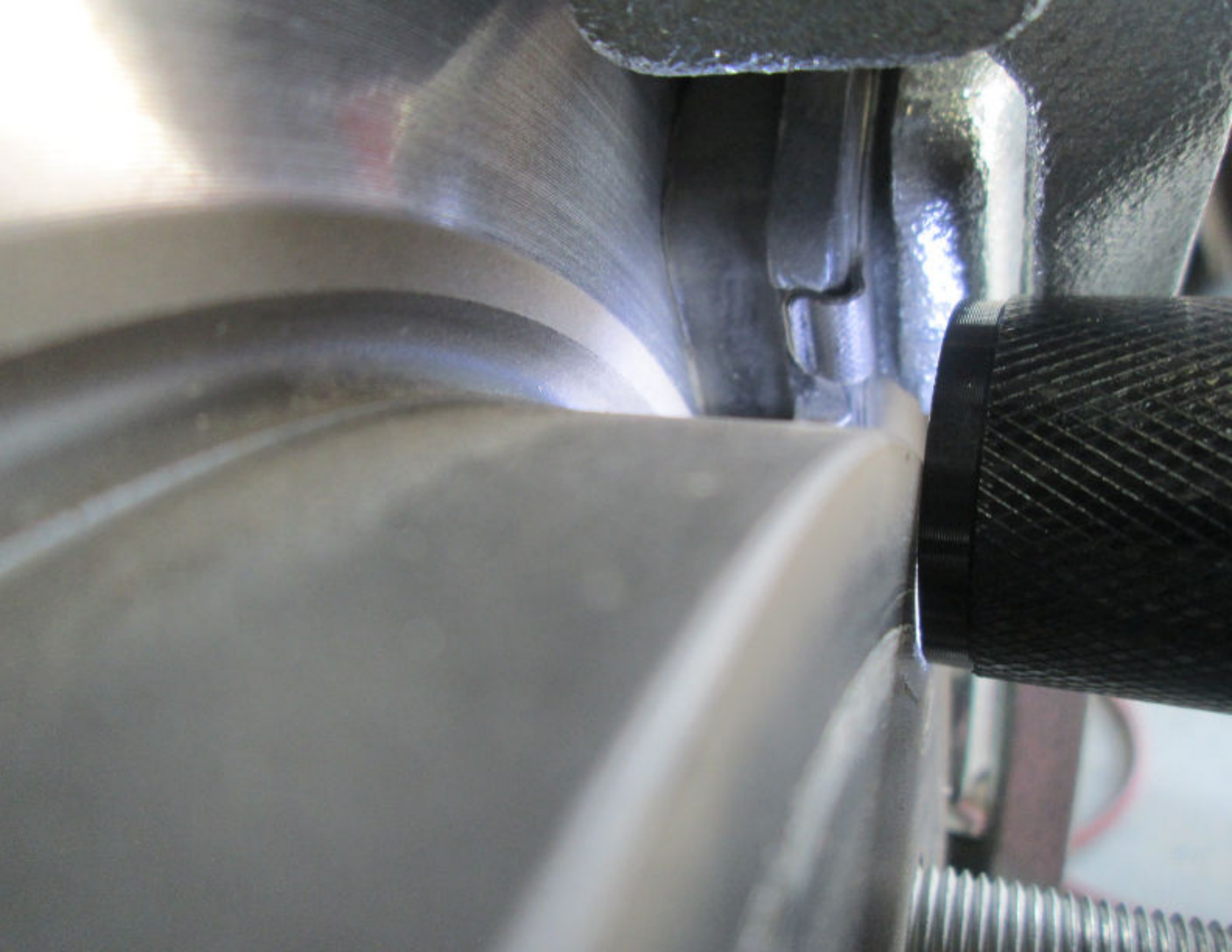


RF











24000
24150





MILWAUKEE
M18









RR

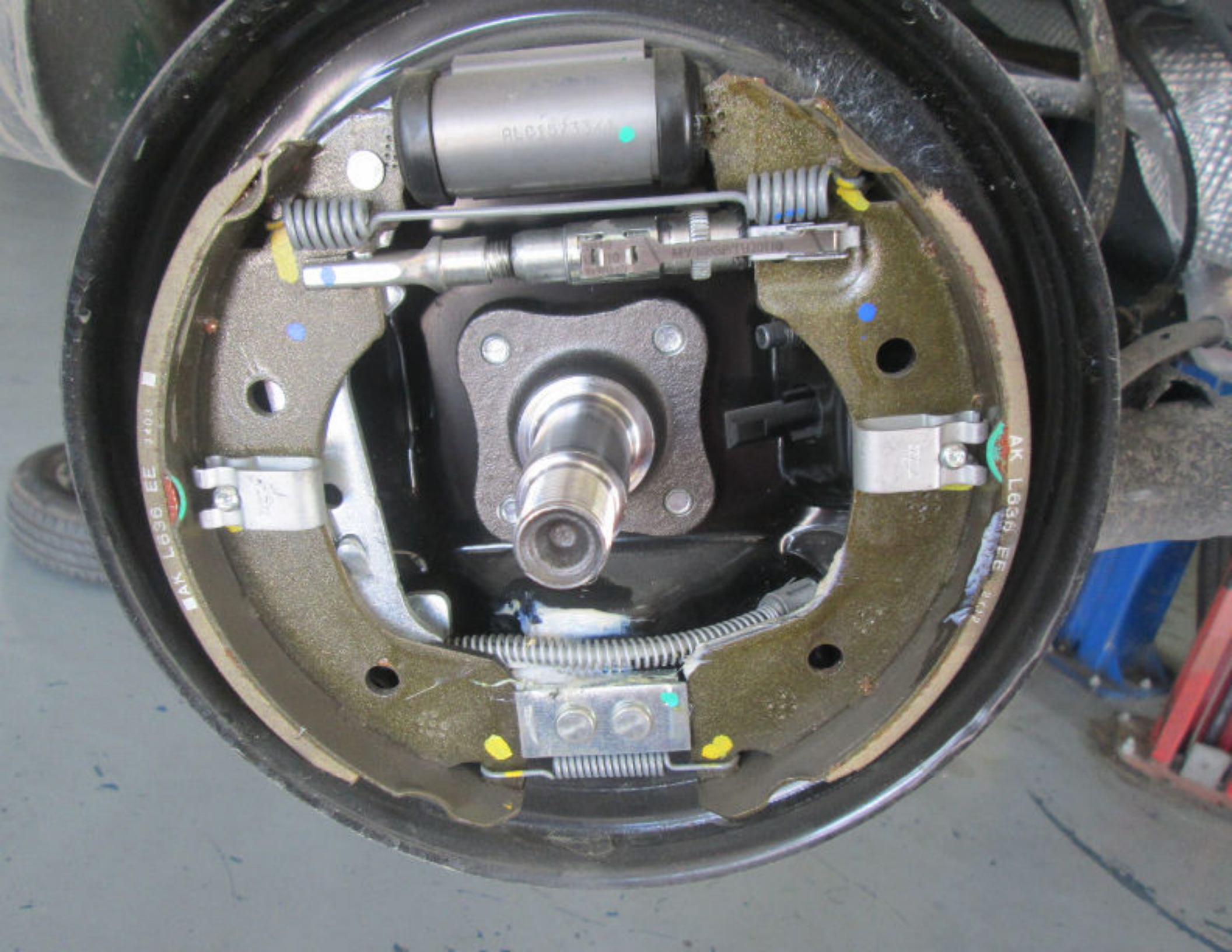


RR

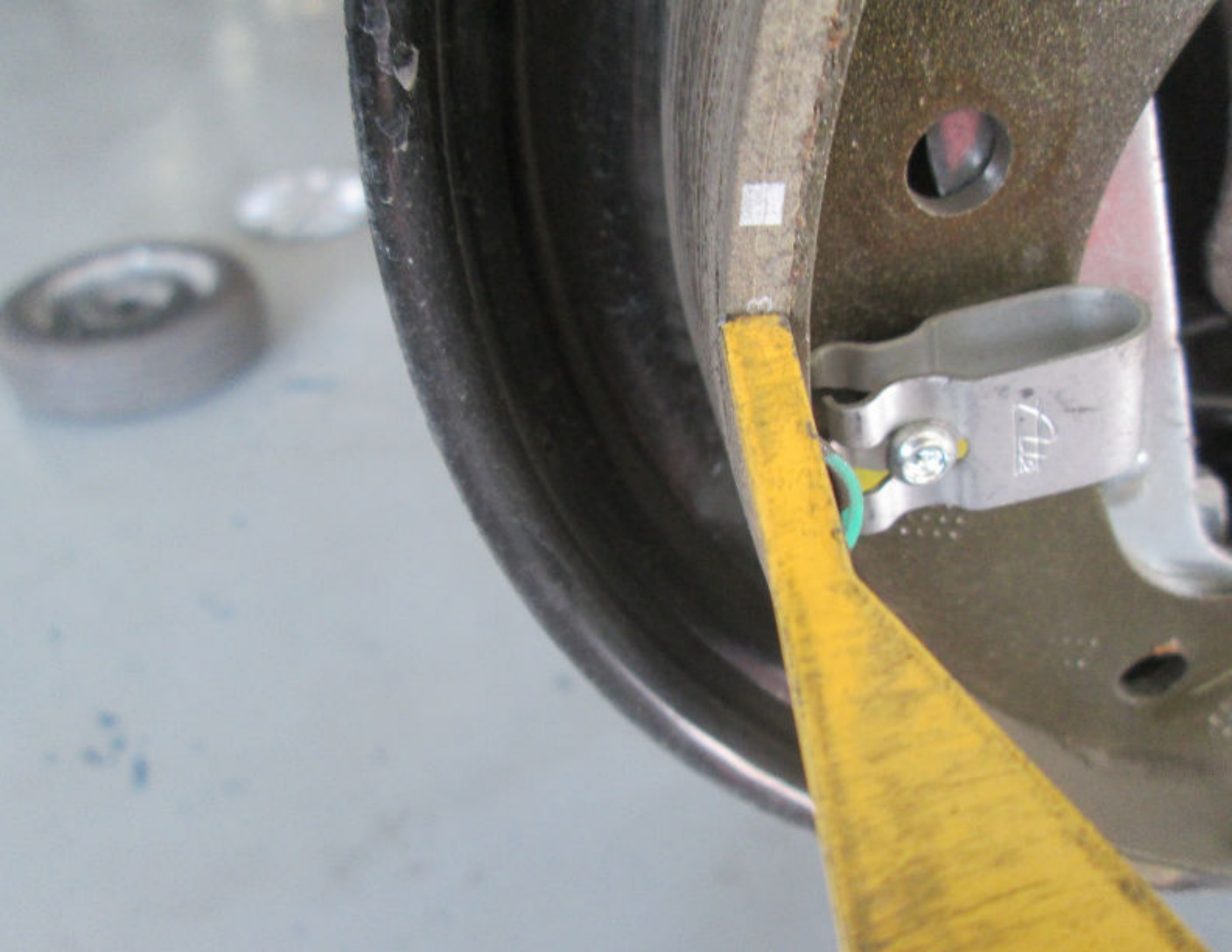
ALC15733/4

MY 10RSP/TH20110











1 D09C

LEIT



1.305141450



1008A

MILSTEIN

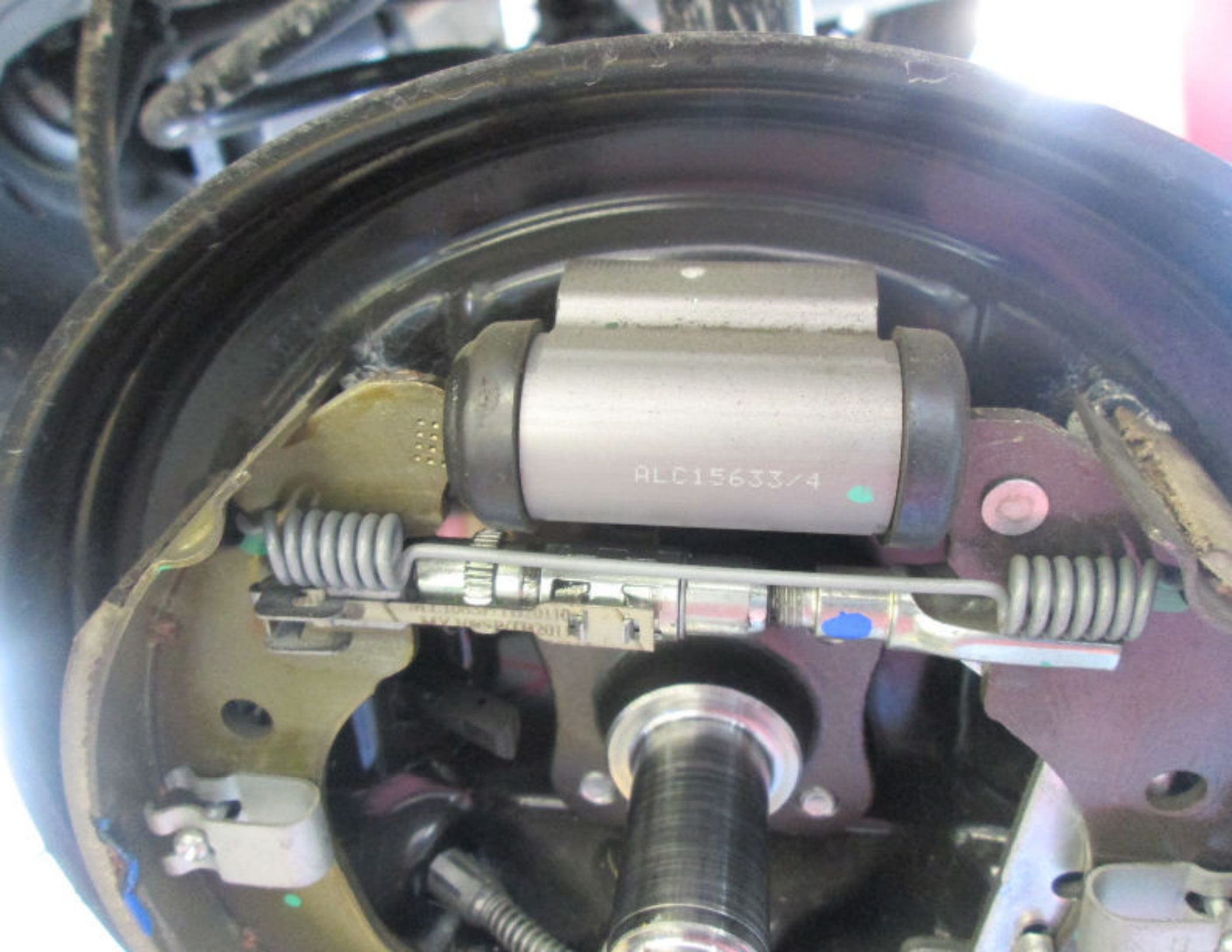




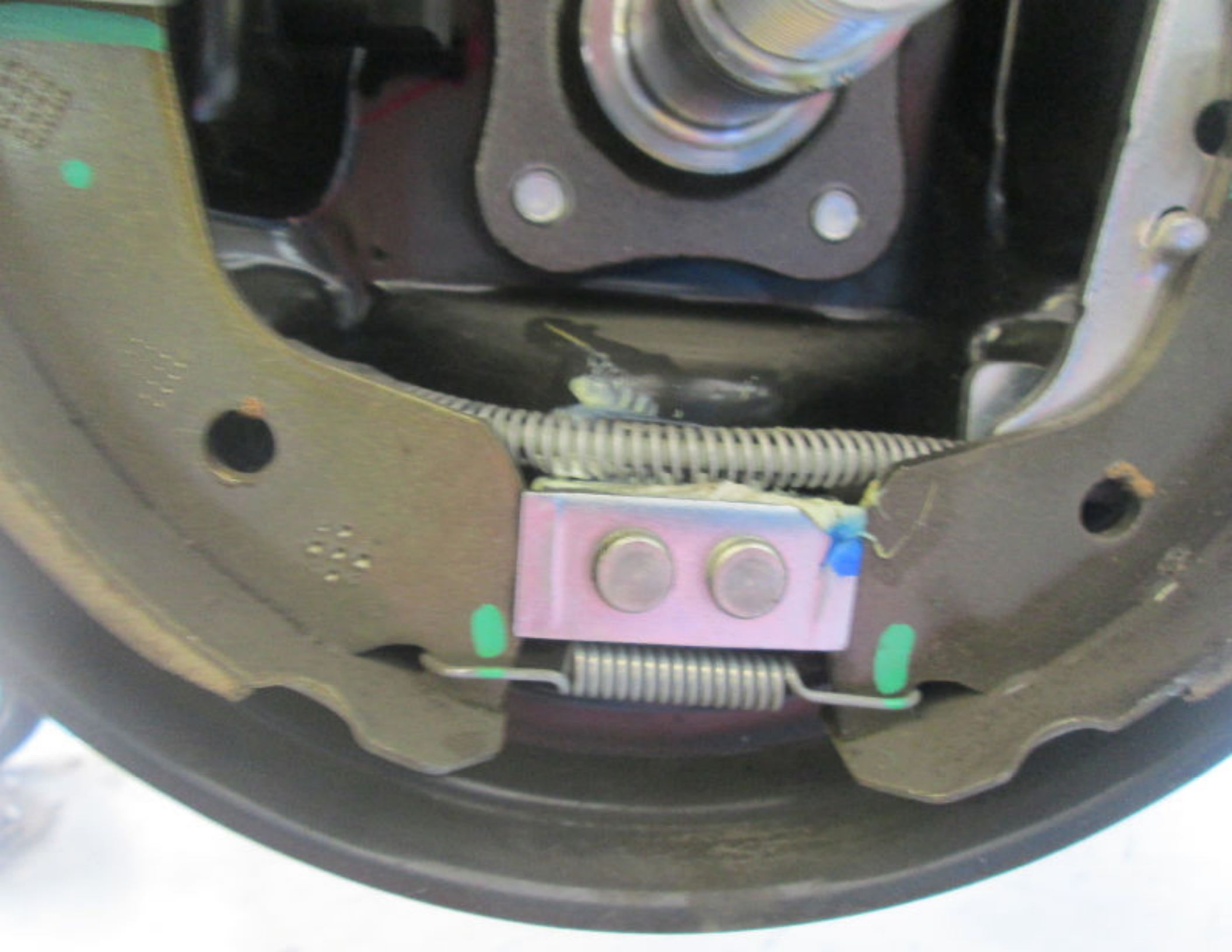
LR







ALC15633/4











3606A



MADE IN

K&N GIN



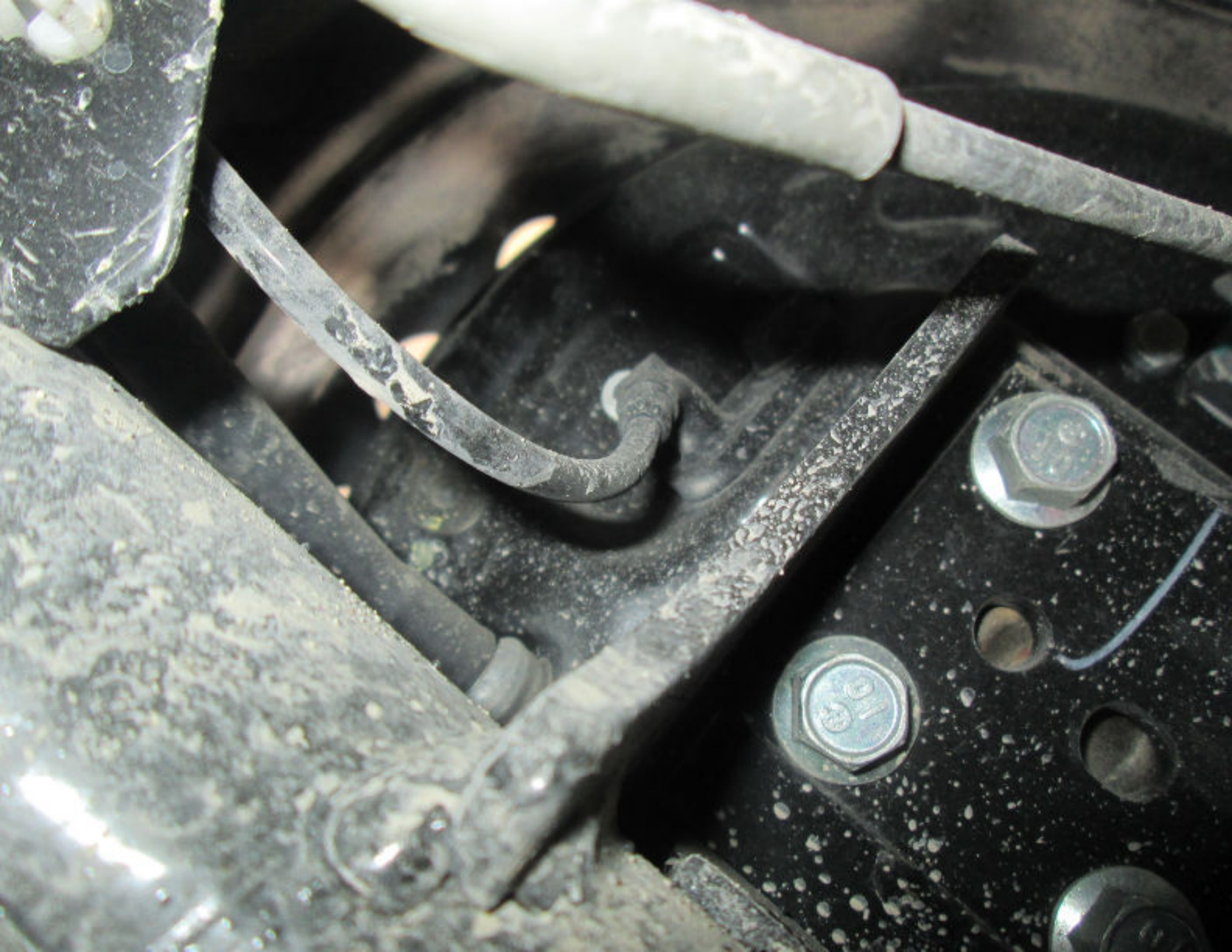
R10

L422



A close-up photograph of a piece of light-colored, crumpled paper with the number 'RRR' written in large, bold, black marker. The paper is secured to a dark, metallic surface by a small piece of blue tape. The background shows a circular metal structure with several circular holes, possibly a wheel or a part of a machine. The lighting is somewhat dim, and the overall scene appears to be an industrial or workshop setting.

RRR













Incident Investigation Report

CAR #: 11997928
Claimant: [REDACTED]
VIN: 3N1CN7AP3EL [REDACTED]

I. Claimant

Claimant name: [REDACTED] . Unknown Day phone: [REDACTED] 1
 Address: [REDACTED] Friendswood, TX [REDACTED] Eve. Phone: [REDACTED]

Driver Name: Unknown Unknown Day phone: Unknown
 Address: Unknown Eve. Phone: Unknown

Owner name: [REDACTED] DOB: Unknown Day phone: [REDACTED]
 Address: [REDACTED] Fort Lauderdale, FL [REDACTED] Eve. Phone: [REDACTED]

Who notified NNA of incident? Claimant CAR #: 11997928
 If represented, claimant's attorney name, address, phone: None

II. Vehicle

Model year & model name: 2014 Versa Sdn Mfg. date: 06/13 VIN: 3N1CN7AP3EL [REDACTED]
 Mileage: 905 License #: [REDACTED] State: TX
 Special equipment & accessories: None

Number	Description	Status (Open/Closed)
Unknown	A rear seat latch bolt may have been "manufactured incorrectly"	Open

III. Description of Incident & Claim

Source of information (unless otherwise noted): Claimant
 Date & time of incident:: 008/07/2013 06:30 PM
 Location of incident (describe fully):
 Market St & Miles St Houston, TX 77015
 Nature of weather: Unknown Vision obstruction (describe): None
 Claimant's description of incident and statement of cause (be as detailed as possible):

- Claimant's description of the "sequence of events" that occurred:

The Driver (renter) stated the brake pedal needed to be applied very hard for them to work. The driver damaged the front bumper.

- Relation to roadway (on-road, off-road, left side, right side):

Unknown

- Driver action (braking, steering, etc):

Braking

- Special circumstances:

This is a rental vehicle and the driver was a renter. The rental company did not get a complete report from the driver. The rental company will not release the driver's information for business purposes. The information was received from the local (Houston) shop manager.

Incident Investigation Report

CAR #: 11997928

Claimant: [REDACTED]

VIN: 3N1CN7AP3EL [REDACTED]

III. Description of Incident & Claim - continued

Vehicle estimated speed: Unknown Source of estimate: Claimant Posted speed limit: Unknown
 None Source of estimate: Posted speed limit:

Name & address of witnesses:

None

Police report taken? (Yes/No/#): No Reporting officer name & station (if report not attached): NA

List each allegation made. Be as specific as possible and list affected components and detailed reasons for allegation.

#	Allegation	Allegation made by
1	The brake pedal must be pressed hard for it to hold. The brakes fade at slow speed.	Claimant
2		
3		
4		
5		

IV. Occupants & Injuries

Source of information: Claimant

Name: Unknown The Rental company will not release the driver's information DOB: Unknown
 Address: Unknown Height: Unkn Unkn Unknown
 own wn

1	1	B	N	Nature & extent of Injuries: None
---	---	---	---	-----------------------------------

Name: DOB:
 Address: Height: Weight:

				Nature & extent of Injuries:
--	--	--	--	------------------------------

Name: DOB:
 Address: Height: Weight:

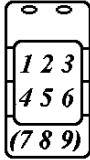
				Nature & extent of Injuries:
--	--	--	--	------------------------------

Name: DOB:
 Address: Height: Weight:

				Nature & extent of Injuries:
--	--	--	--	------------------------------

Where, when, and by whom were the injured treated?

(Legend for Section IV.)

Location:	1. Incident vehicle 2. Other Vehicle 3. Pedestrian 4. Other
Seating Position:	 10. Unknown 11. Other
Seat Belts Worn:	U. Unknown L. Lap Only S. Shoulder Only B. L+S belt N. None Worn C. Child Restraint
Airbag Status:	NA. Not equipped N. Airbag not deployed D. Airbag deployed

Incident Investigation Report

CAR #: 11997928

Claimant: [REDACTED]

VIN: 3N1CN7AP3EL [REDACTED]

V. Other Property Damage

Source of information (unless otherwise noted): None
Other vehicle model year, make, model name: None
Name, address, phone of other vehicle owner: None
Name, address, phone of other vehicle driver: None
Nature & extent of other vehicle damage: None
Nature & extent of property (other than motor vehicle) damage & name of owner:
None

Incident Investigation Report

VI. Investigation Results

Date of vehicle inspection: 09/06/2013 Location of inspection: McDavid Nissan 11911 Gulf Frwy Houston, TX

Nature & extent of damages to vehicle & estimated cost of repairs (Attach estimate if available):

Front bumper damaged Repairs completed

Have you located any related prior repair orders? (Yes/No): No

Photos taken by: Eddie Jenkins # photos: 158

Observations / findings. Be as detailed as possible, put "Not Available" in sections that you are not able to inspect. Include observations and findings from test drives and Consult diagnostics.

- Exterior / Body:

The front bumper had been replaced prior to the inspection

- Engine / Transmission / Drivetrain:

No Damage

- Underbody / Suspension / Steering / Wheels & Tires:

No Damage

- Interior Observations / Seats / Instrument Panel / Headliner / Trim:

No Damage

- Seat Belts / Child Restraints (if applicable):

No Damage

- Air Bags:

No deployment

- Additional Observations / Findings (describe any inspection items not covered under headings above, e.g. vehicle test drive with customer, site observations, etc.):

There were no DTCs recorded. The brake pads/shoes were in good condition. The fluid was clear and full. There were no apparent leaks. The vehicle was test driven and the brake pedal would fade, go to the floor, at low speed. By pumping the pedal one time the pedal would become firm and stop the vehicle. The brake fade would occur in forward or reverse motion.

- Summary. List factual inspection findings pertaining to each allegation made by claimant. Ensure appropriate IIR supplements are filled out.

#	Allegation	Factual Findings
1	The brake pedal had to be pressed hard and the pedal would go to the floor.	In a test drive the Claimant concerns were duplicated. The pedal would go to the floor with the pedal pressed at slow speeds in forward and reverse motion.
2		
3		
4		
5		

Have alleged defective parts been removed from vehicle? (Yes/No): No

If yes, by whom? NA

Present location: NA

Reporter's Signature: EDDIE JENKINS

Reporter's Name & Region: EDDIE JENKINS

Incident Investigation Report

CAR #: 11997928
 Claimant: [REDACTED]
 VIN: 3N1CN7AP3EL [REDACTED]

IIR Supplement: Restraint System Checklist

** On seat belt systems with more than one belt, buckle or retractor, please specify (e.g. Lap or Shoulder).*

DRIVER'S SEAT BELT*	
Model #:	TF-G310
Mfg. Date:	2013
Lot #:	3143
Manufacturer:	TK Holdings, Inc.
AS-FOUND CONDITION*	
Fully Stowed? (Yes/No):	Yes
If extended, measure webbing length from outboard floor anchor to D-ring:	NA
Buckled? (Yes/No):	No
BUCKLE*	
Model #:	FT 3305
Buckle latches/unlatches (Yes/No):	Yes
RETRACTOR*	
Retractor(s) spring functioning? (Yes/No):	Yes
Retractor Locked? (Yes/No):	No
Emergency locking function operable? (Yes/No):	Yes
Describe how ELR was checked:	Quickly pulled

RF PASSENGER SEAT BELT*	
Model #:	TI-G319
Mfg. Date:	2013
Lot #:	3147
Manufacturer:	TK Holdings, Inc.
AS-FOUND CONDITION*	
Fully Stowed? (Yes/No):	Yes
If extended, measure webbing length from outboard floor anchor to D-ring:	NA
Buckled? (Yes/No):	No
BUCKLE*	
Model #:	CT 3313
Buckle latches/unlatches (Yes/No):	Yes
RETRACTOR*	
Retractor(s) spring functioning? (Yes/No):	Yes
Retractor Locked? (Yes/No):	No
Auto locking (ALR) function operable? (Yes/No):	No
Emergency locking function operable? (Yes/No):	Yes
Describe how ELR was checked:	Quickly pulled

AIRBAG DEPLOYMENT INFORMATION

Driver "front" airbag deployed? (Yes/No): **No**
 Driver "side" airbag deployed? (Yes/No/NA): **No**
 Left curtain airbag deployed? (Yes/No/NA): **No**

RF pass "front" airbag deployed? (Yes/No): **No**
 RF pass "side" airbag deployed? (Yes/No/NA): **NO**
 Right curtain airbag deployed? (Yes/No/NA): **No**

Airbag Warning Lamp Status (when ignition is turned ON):

X	Illuminates for approximately 7 seconds and goes off (normal)
	Does not illuminate at all
	Remains illuminated continuously
	Flashes continuously

Consult or CDR Data Included in Report (Yes/No)

Consult DTCs (all items in sub-menus below)	Yes
o Current DTCs	Yes
o Past DTCs	Yes
o Trouble Diag Record	
Consult Hexadecimal data	
Consult EDR data (all items in sub-menus below)	
o All High-frequency data	
o All Low-frequency data	
o All Static Data	
OR	
CDR data (includes DTCs, EDR, and hex data)	Yes

Always use diagnostic tool appropriate for vehicle. Photograph or scan Consult-II printout since thermal paper will degrade over time.

If any Consult or CDR data above is marked as "No", please explain here why not included in report:

Incident Investigation Report

CAR #: 11997928
Claimant: [REDACTED]
VIN: 3N1CN7AP3EL [REDACTED]

Incident Investigation Report

CAR #: 11997928
Claimant: [REDACTED]
VIN: 3N1CN7AP3EL [REDACTED]

IIR Supplement: Restraint System Photograph Checklist

VIN plate (door jam)
Odometer
8 external views
Windshield (from standing in front of hood)
Exterior damage close-ups
Underbody views
(if possible and accident circumstances dictate)
Overhead view (if possible)
Engine compartment (hood open)
Engine compartment close-ups (hood open)
Front airbag sensors (where applicable)
Driver side open door view (angled forward)
Driver seat position
(perpendicular view documenting initial position)
Overview of drivers seating area (downward view)
Driver knee bolster area
Driver side upper instrument panel
Header and visor area
Headliner over driver and passenger seating area
Driver "front" airbag overall
Close-ups of any marks on driver "front" airbag
Driver "front" airbag deployment door (upper)
Driver "front" airbag deployment door (lower)
Steering wheel rim side view
Passenger side open door view (angled forward)
RF seat position
(perpendicular view documenting initial position)
Overview of RF seating area (downward view)
RF knee bolster area
RF upper instrument panel
RF passenger "front" airbag overall
Close-ups of any marks on RF pass. "front" airbag
RF passenger "front" airbag deployment door
Driver "side" airbag
RF passenger "side" airbag
Left curtain airbag
Right curtain airbag

Drivers seatbelt - seatbelt label(s)
Drivers seatbelt - overall
Drivers seatbelt - webbing (any marks-note location)
Drivers seatbelt - latchplate metal (both sides)
Drivers seatbelt - latchplate pass thru (both sides)

Drivers seatbelt - pillar guide loop (D-ring)
Driver seatbelt - buckle (side view-inboard & outboard)
Drivers seatbelt - buckle (end view)

RF seatbelt - seatbelt label(s)
RF seatbelt - overall
RF seatbelt - webbing (any marks-note location)
RF seatbelt - latch plate metal (both sides)
RF seatbelt - latchplate pass through (both sides)
RF seatbelt - pillar guide loop (D-ring)
RF seatbelt - buckle (side view-inboard & outboard)
RF seatbelt - buckle (end view)

CASE BY CASE BASIS

LR seatbelt - seatbelt label(s)
LR seatbelt - overall
LR seatbelt - webbing (any marks-note location)
LR seatbelt - latchplate metal (both sides)
LR seatbelt - latchplate pass through (both sides)
LR seatbelt - pillar guide loop (D-ring)
LR seatbelt - buckle (side view-inboard & outboard)
LR seatbelt - buckle (end view)
CR seatbelt - seatbelt label(s)
CR seatbelt - overall
CR seatbelt - webbing (any marks-note location)
CR seatbelt - latchplate metal (both sides)
CR seatbelt - latchplate pass through (both sides)
CR seatbelt - buckle (side view-inboard & outboard)
CR seatbelt - buckle (end view)
RR seatbelt - seatbelt label(s)
RR seatbelt - overall
RR seatbelt - webbing (any marks-note location)
RR seatbelt - latchplate metal (both sides)
RR seatbelt - latchplate pass through (both sides)
RR seatbelt - pillar guide loop (D-ring)
RR seatbelt - buckle (side view-inboard & outboard)
RR seatbelt - buckle (end view)
Any visible prior damage (unrelated to subject accident)
Prior repairs to vehicle
Extrication/towing damage
Any non-OEM components (accessories, etc.)
Center console SRS diagnostic module (if necessary)

Incident Investigation Report

IIR Supplement: Brake Checklist

I. Pedal behavior (check / fill in appropriate boxes per claimant's statement)

<input type="checkbox"/>	Pedal went to floor and stayed there	
<input type="checkbox"/>	Pedal returned after pumping	
<input type="checkbox"/>	Pedal felt solid, would not move	
<input type="checkbox"/>	Pedal felt spongy	
<input checked="" type="checkbox"/>	Other (describe):	The pedal was firm and held when the vehicle was still. The pedal would go to the floor when pressed with the vehicle moving.

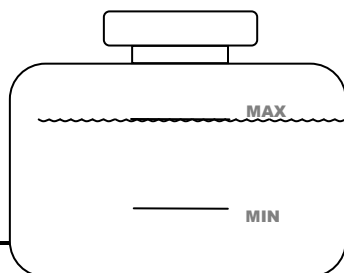
II. Vehicle Inspection

Include photographs in report

Yes	No		Comments
<input checked="" type="checkbox"/>		ABS equipped, if yes, turn ignition ON:	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> • ABS warning lamp illuminates for approximately 1 second and turns off (normal) 	
<input checked="" type="checkbox"/>		VDC equipped, if yes, turn ignition ON:	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> • VDC OFF lamp illuminates for approximately 1 second and turns off (normal) 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> • VDC OFF lamp turns on and off as VDC switch is cycled 	
<input checked="" type="checkbox"/>		TCS equipped, if yes, turn ignition ON:	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> • TCS OFF lamp illuminates for approximately 1 second and turns off (normal) 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> • TCS OFF lamp turns on and off as TCS switch is cycled 	
<input checked="" type="checkbox"/>		Brake controller Consult diagnostic printout included (perform diagnostic if vehicle is equipped)	
<input checked="" type="checkbox"/>		PKB adjustment within specifications	
<input checked="" type="checkbox"/>		Fluid quality OK	
	<input checked="" type="checkbox"/>	Foreign material present in filter screen	
<input checked="" type="checkbox"/>		Visual inspection of brake circuit:	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Reservoir and Master cylinder leaks visible 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • ABS/TCS/VDC actuator leaks visible (if applicable) 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Brake line leaks visible in engine compartment 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Brake line leaks visible on underbody 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Flexible connector line leaks visible by wheel brakes 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Pistons and piston seal leaks visible (disc brakes) 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> • Wheel cylinder leaks visible (drum brakes) 	

Master cylinder fluid level

(click and drag fluid line to level)



Comments

Incident Investigation Report

CAR #: 11997928
Claimant: [REDACTED]
VIN: 3N1CN7AP3EL [REDACTED]

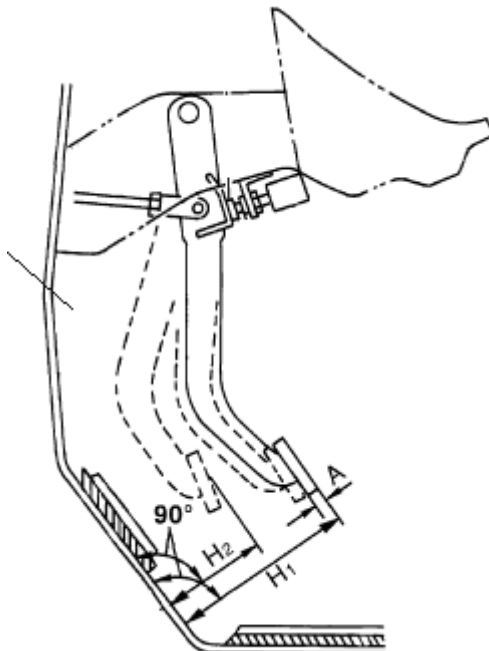
Incident Investigation Report

IIR Supplement: Brake Checklist (continued)

III. Pedal Adjustment (Refer to Service Manual):

	Measured Data	Comments
Free height (H1)	110 mm	
Free play (A)	9 mm (110-101 mm)	
Depressed Height (pedal to floor-H2)	50 mm	

Note: When equipped with adjustable pedal, the pedal must be in the forward most (closest to the floor) position for pedal height measurement.



IV. Booster Check (complete if engine can be started)

Instructions: Operation Check

1. Depress brake pedal several times with engine off.
2. Depress brake pedal and hold.
3. Start engine.

Yes	No		Comments
X		Pedal goes down slightly	

Instructions: Airtight Check

1. Start engine, let run 2 - 3 minutes, turn off.
2. Depress brake pedal several times.

Yes	No		Comments
X		Pedal goes down 1st time then raises 2nd and 3 rd	

3. Restart engine.
4. Depress brake pedal and hold.
5. Stop engine.

Yes	No		Comments
	X	Pedal height does not change after 30 seconds	
X		Is vacuum supply hose connected properly	

Incident Investigation Report

IIR Supplement: Brake Checklist (continued)

V. Measurements:

Instructions for brake pads / shoes:

1. Measure friction material thickness only
2. Report minimum thickness and location measured
3. Report uneven wear, cracking, and other conditions / observations in Comments
4. For rear brakes, fill out either disc or drum section as appropriate for vehicle
5. Include photographs in report

		Outboard Pad	Inboard Pad	Comments
Front Pad Thickness	LF	8	8	
	RF	8	8	
Front Rotor Thickness	LF	26 mm		
	RF	26 mm		

		Outboard Pad	Inboard Pad	Comments
Rear Pad Thickness	LR			
	RR			
Rear Rotor Thickness	LR			
	RR			

		Leading Shoe	Trailing Shoe	Comments
Rear Shoe Thickness	LR	5 mm	5 mm	
	RR	5 mm	5 mm	
Drum Inner Diameter	LR			
	RR			

VI. Tire Inspection

Include photographs in report

Loc.	Make	Model	Size	DOT#	Tread Depth	PSI
LF	Continental	ContiproContact	P185/65R15	P5FP 3YP 1113	12/32	32
Condition/Comments:						
RF	Continental	ContiproContact	P185/65R15	P5FP 3YP 2013	12/32	33
Condition/Comments:						
RR	Continental	ContiproContact	P185/65R15	P5FP 3YP 1113	12/32	32
Condition/Comments:						
LR	Continental	ContiproContact	P185/65R15	P5FP 3YP 1113	12/32	32
Condition/Comments:						

Incident Investigation Report

IV. Check Driver Floor Mat

Floor mat # 1 (positioned directly on vehicle floor)

						Comments	
Floor mat type	<input checked="" type="checkbox"/>	OEM	<input type="checkbox"/>	NON-OEM	<input type="checkbox"/>	None	
Floor mat material	<input checked="" type="checkbox"/>	Carpt	<input type="checkbox"/>	Rubber	<input type="checkbox"/>	Other	
Floor mat condition	<input type="checkbox"/>	Poor	<input type="checkbox"/>	Fair	<input type="checkbox"/>	Good	
If OEM mat, correct for vehicle model?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No			
Retaining hook(s) present	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No			
Floor mat engaged on hook	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No			
Brake pedal interference	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			
Throttle pedal interference	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No			
Rubber knobs present on lower surface of mat	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No			
Rubber knobs hold floor mat in position (without hook)	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No			

V. Shifter Checks

	Yes	No	Comments
Vehicle equipped with Shift Interlock System (S.I.S.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
S.I.S. operational (need to apply brake to shift from "P")	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Indicators correspond to selected shift position	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Shifter positively engages into "P" position (ICE, HEV)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vehicle shifts into "P" when "P" button is pressed (EV)	<input type="checkbox"/>	<input type="checkbox"/>	NA
Vehicle shifts into "P" automatically when turned off (EV)	<input type="checkbox"/>	<input type="checkbox"/>	NA

VI. Switch Checks

	Yes	No	Comments
Need to apply brake / clutch (A/T / M/T) to start vehicle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Vehicle cannot be started in "R" or "D" (ICE, HEV)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Brake lights illuminate when brake pedal is pressed	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Incident Investigation Report

CAR #:
Claimant:
VIN:

VII. Diagnostic Download and EDR Data

Instructions:

1. Perform full diagnostic download of vehicle.
2. If vehicle was involved in a collision (even without air bag deployment), download EDR data.
3. Submit downloaded data with report.

	Yes	No	Comments
Full diagnostic download included in report?	X		
EDR download included in report?	X		

X. Vehicle Test Drive

Instructions:

1. Drive vehicle on public roads only and accelerate / brake over a range of legal speeds.
2. For ICE vehicles equipped with electronic throttle control, HEVs, and EVs, perform brake override test: depress accelerator pedal to the floor and allow engine RPM and vehicle speed to rise, then depress brake pedal while holding accelerator to the floor.

	Yes	No	Comments
Test drive conducted?	X		
Brake override test conducted?	X		
Brakes slow vehicle down with accel. fully depressed?	X		

PE14-014

NISSAN

7/31/2014

REQUEST 4 DOCUMENTS

LEGAL FIELD REPORT

3



MONDAY-FRIDAY
7:00 A.M. - 7:00 P.M.
SATURDAY
7:00 A.M. - 5:00 P.M.
APPOINTMENTS PREFERRED, NOT NECESSARY

Nissan of Stafford
1 Coachman Circle
STAFFORD, VA 22554
(540) 628-2500

SERVICE APPOINTMENTS BY EMAIL
www.rosnerauto.com

RECOMMENDED SERVICES

Visit us at our website. www.rosnerauto.com

OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL	OPERATION	OPERATION DESCRIPTION	MO/MI	TOTAL

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICIAN	TYPE	OPERATION	OPERATION DESCRIPTION
09/30/13	36520	3944	324	107 107 107	I I C	02NIZRROF 02NIZ27 96NIZ01	LUBE, OIL, FILTER 27 POINT CHECK GENERAL BODY REPAIR
07/23/13	33384	128	277	107 213 156	C I I	46NIZTPS 75NIZ02 03NIZ	TIRE PRESSURE LIGHT DLR TRADE INSPECTION STATE INSPECTION

SALESPERSON NO. 125 ERIC MARSHALL

S E R V I C E

STATE REG# 3

VEHICLE I.D. NO. 3N1CN7AP2EL	YEAR/MAKE/MODEL 14/NISSAN/VERSA SEDAN/4DR SDN CVT 1	PRODUCTION DATE	STOCK NO. 3189N	LICENSE NO.	R.O. NO. 37983
CUSTOMER NO. 31116	SERVICE CONTRACT	DELIVERY DATE 08/03/13	DELIVERY MILES 130	SELLING DEALER NO.	R.O. DATE 11/04/13
COLOR BRILL SILV/BLK LE	CONTRACT NO.	EXPIRATION DATE	EXPIRATION MILES	TAG NO. 044	
TURBO NIZZ	M/MC	AIR COND.	P. S.	TRANS	MILEAGE 6,729
ADVISOR NO. 325	ADVISOR CHRISTINA GILEAU				

CD's, Tapes, Tachometers, Extra Speakers, Tape Players or Radios and Personal Articles MUST be removed before the car is left for service. We are not responsible for these items.

VEHICLES LEFT OVER 72 HOURS SUBJECT TO A CHARGE OF \$10.00 PER DAY.
I hereby authorize the repair work hereinafter set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on vehicle to secure the amount of repairs thereto.

WE GLADLY ACCEPT THE FOLLOWING CREDIT CARDS:

APPOINTMENT: Yes No

LABOR RATE: 10:56am 11/04/13 07:00pm

<p>ORIGINAL CUSTOMER ESTIMATE: TOTAL 0.00</p> <p><input checked="" type="checkbox"/> W 61NIZ01 *EXT TRIM CONCERN CUSTOMER STATES THE MANUAL MIRRORS WERE INOPERATIVE. S.O.P. IS HERE..</p> <p>2 W 40NIZ01 *BRAKE CONCERN CUSTOMER STATES THE BRAKES GOES TO THE FLOOR AND NO FUNCTION OF BRAKES.</p> <p>3 I* 02NIZ27 27 POINT CHECK DO COMPLETE MULTI POINT INSPECTION</p> <p>4+ W 70NIZ SUBLET BODY DAMAGE DUE TO FAULTY BRAKES.</p>	<p>"CUSTOMER'S RIGHTS"</p> <ol style="list-style-type: none"> 1. YOU MAY REQUEST A WRITTEN ESTIMATE FOR REPAIRS WHICH COST IN EXCESS OF \$25. 2. YOU MAY NOT BE CHARGED ANY AMOUNT TEN PERCENT IN EXCESS OF THE WRITTEN ESTIMATE WITHOUT YOUR CONSENT. 3. YOU ARE ENTITLED TO THE RETURN OF ANY REPLACED PARTS EXCEPT WHEN PARTS ARE REQUIRED TO BE RETURNED TO THE MANUFACTURER UNDER A WARRANTY AGREEMENT. PLEASE ASK BEFORE THE REPAIRS ARE DONE. 4. REPAIRS NOT ORIGINALLY AUTHORIZED BY YOU OR YOUR REPRESENTATIVE MAY NOT BE CHARGED TO YOU WITHOUT YOUR CONSENT. <p>ORIGINAL ESTIMATE: \$ _____ CUSTOMER ACCEPTANCE: \$ _____</p> <p>AUTHORIZED ADDITIONS: \$ _____ ADDITIONS OK'D BY: _____</p> <p>DATE: _____ TIME: _____</p> <p>In the event that you, the customer, authorize commencement but do not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly or partially completed work. Such charge will be directly related to the actual amount of labor or parts involved in the inspection, repair or service.</p> <p>NOTICE: OUR MINIMUM DIAGNOSTIC FEE IS \$38.45. THIS IS TO COVER BASIC TESTING, INSPECTION AND ESTIMATION FOR NON-WARRANTY REPAIRS. THIS IS A NON-REFUNDABLE FEE UNLESS OTHERWISE NOTED IN WRITING SHOULD WORK BE PERFORMED AT A LATER DATE. I AGREE TO PAY THE DIAGNOSTIC FEE AS STATED.</p> <p><input checked="" type="checkbox"/></p>
---	---

www.rosnerauto.com
(540) 628-2500
Next visit due by:
10479 MILES
or by
2/18/2014
PLEASE PEEL OFF SLOWLY







Left Rear

A close-up photograph of a black tire tread. A white rectangular label is placed across the tread, with the text "Left Rear" printed in bold black font. A blue-gloved hand is visible on the left side, holding the label. The background is a light-colored, slightly textured surface.

Left Rear

Left Rear





Left Rear







Right Rear

A close-up photograph showing a hand wearing a blue nitrile glove holding a small white rectangular label. The label is positioned against the tread of a black tire. The text on the label is printed in a bold, black, sans-serif font. The tire tread features a series of parallel longitudinal grooves with wavy sipes between them. The background is a light-colored, slightly textured surface.

Right Rear

Right Rear



Right Rear







Right Front

A close-up photograph showing a hand wearing a light blue nitrile glove holding a small, white, rectangular label. The label is positioned against the tread of a black tire. The text on the label is printed in a bold, black, sans-serif font and reads "Right Front". The tire tread features a complex pattern of longitudinal and transverse grooves. The background is a plain, light-colored surface, possibly a wall or a workbench.

Right Front

Right Front



Right Front

72224















WARNING
CLEAN FILTER CAP
BEFORE REMOVING
USE ONLY A DOT 4 BRAKE
FLUID FROM APPROVED
CONTAINER



CAUTION
BRAKE
MADE IN
D'AM
CER
DRE





Navigation icons: Back, Home, Print Screen, Screen Capture, Measurement Mode, Recorded Data, Help, OLV, VI, MI, and a close button.

Diagnosis (All Systems) → Select Vehicle → Confirm Vehicle → Diagnosis (All Systems)

Navigation tabs: All DTC, CAN Diag, CAN DIAG SUPPORT MNTR, SRT & P-DTC

System	Result
ABS	PAST
BCM	PAST
ENGINE	NO DTC
METER/M&A	NO DTC
AIR BAG	NO DTC
TRANSMISSION	NO DTC
EPS/DAST 3	NO DTC

Detailed Information				
ABS				
C1155	BR FLUID LEVEL LOW	PAST	FFD	DTC Expla
BCM				
C1704	LOW PRESSURE FL	PAST	-	DTC Expla
C1705	LOW PRESSURE FR	PAST	-	DTC Expla
C1706	LOW PRESSURE RR	PAST	-	DTC Expla
C1707	LOW PRESSURE RL	PAST	-	DTC Expla

Print for Customer
Print
Save
ERASE

Diagnosis (All Systems) Diagnosis (All Systems)

All DTC CAN Diag CAN DIAG SUPPORT MNTR SRT & P-DTC

Result

IPDM E/R	NO DTC
OCCUPANT DETECTION	No support for Self Diag

Detailed Information

ABS				
C1155	BR FLUID LEVEL LOW	PAST	FFD	DTC Expla
BCM				
C1704	LOW PRESSURE FL	PAST	-	DTC Expla
C1705	LOW PRESSURE FR	PAST	-	DTC Expla
C1706	LOW PRESSURE RR	PAST	-	DTC Expla
C1707	LOW PRESSURE RL	PAST	-	DTC Expla







VERSA





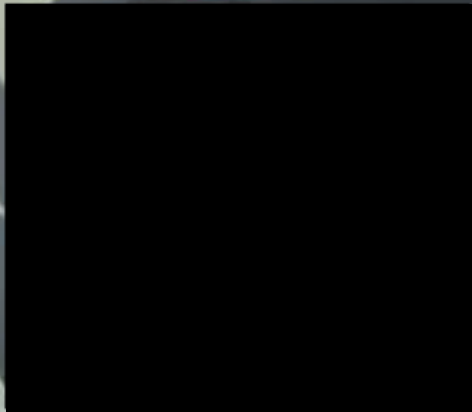






[REDACTED]

THE WEEK
Self-inflicted Wounds
VERS



VERSA

THE WEEK

Self-inflicted wounds













AT8116



PRESS



NISSAN

SEAT BELT FOR AUTOMOBILES

MEETS/CUMPLE:

MVSS NO.209, NO.302

HECHO EN MEXICO

MODEL/MODELO: TI-G310

MFD. DATE/FECHA: 2013

LOT NO/LOTE: 3102

FABRICANTE :/

MANUFACTURED BY:

TK HOLDINGS INC.

SEE

NISSAN

SEAT BELT FOR AUTOMOBILES

MEETS/CUMPLE:

MVSS NO.209, NO.302

HECHO EN MEXICO

MODEL/MODELO: TI-G310

MFD. DATE/FECHA: 2013

LOT NO/LOTE: 3102

FABRICANTE :/

MANUFACTURED BY:

TK HOLDINGS INC.

PRE







NISSAN

FBI

FILE WEEK













CROSS





MANUFACTURED BY NISSAN MOTOR CO., LTD.
DATE: 04/13. GVWR: 3389 LBS
GAWR FR: 1750 LBS GAWR RR: 1687 LBS

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR
VEHICLE SAFETY, BUMPER AND THEFT PREVENTION STANDARDS
IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
SEE OWNER'S MANUAL FOR ADDITIONAL INFORMATION.

VIN: 3N1CN7AP2EL [REDACTED] PASSENGER CAR.
COLOR TRIM TRANS AXLE ENGINE
K23 G REOF11A GM38 HR16DE1598 CC
MODEL: BDTALAZ-EUC 47000



3N1CN7AP2EL [REDACTED]



540-628-2500

staffordnissan.com

NIS
OF STA

NISSAN











NISSAN
OF STAFFORD

VERSA



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EXPRESS
SERVICE

ROSNE
REWARD





540-628-
staff

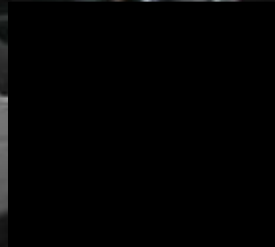


MAXIMA
PASSPORT



40-628-2500
fordal.com

NISSAN







Left Front

A close-up photograph of a tire tread. The tread pattern consists of several longitudinal grooves with wavy sipes. A white rectangular label with the text "Left Front" is being held against the tire by a hand wearing a light blue nitrile glove. The background is out of focus, showing a workshop environment with red equipment.

Left Front

Left Front





Left Front







Incident Investigation Report

CAR #: 12488673
Claimant: [REDACTED]
VIN: 3N1CN7AP2EL [REDACTED]

I. Claimant

Claimant name: [REDACTED] DOB: [REDACTED] Day phone: [REDACTED]
 Address: [REDACTED] r, Stafford, VA [REDACTED] Eve. Phone: [REDACTED]

Driver Name: [REDACTED] DOB: [REDACTED] Day phone: [REDACTED]
 Address: [REDACTED] Stafford, VA [REDACTED] Eve. Phone: [REDACTED]

Owner name: [REDACTED] DOB: [REDACTED] Day phone: [REDACTED]
 Address: [REDACTED], Stafford, VA [REDACTED] Eve. Phone: [REDACTED]

Who notified NNA of incident? [REDACTED] CAR #: 12488673
 If represented, claimant's attorney name, address, phone:

II. Vehicle

Model year & model name: 2014 Nissan Versa Mfg. date: 04/13 VIN: 3N1CN7AP2EL [REDACTED]
 Mileage: 6,729 License #: [REDACTED] State: VA

Special equipment & accessories: None
 List all applicable recalls and service campaigns in table below:

Number	Description	Status (Open/Closed)
None	None	

III. Description of Incident & Claim

Source of information (unless otherwise noted): [REDACTED]
 Date & time of incident: 11/03/2013 @ 6:00 PM
 Location of incident (describe fully): [REDACTED], Stafford, VA [REDACTED]
 Nature of weather: Dry, dark, 60 degrees Vision obstruction (describe): None
 Claimant's description of incident and statement of cause (be as detailed as possible):

- Claimant's description of the "sequence of events" that occurred:

The customer stated that he was driving home, and his brake pedal started dropping to the floor as he was coming to a stop. He proceeded to drive home using his parking brake to stop the vehicle. When he arrived home, he was pulling into his driveway, using the parking brake to stop, but the vehicle was slow to come to a stop and he hit a portable basketball hoop, which tumbled down across his left front fender and hood. The following day, he stated that he drove the vehicle to his local dealer, using his parking brake to stop the vehicle. The customer alleges brake failure.

- Relation to roadway (on-road, off-road, left side, right side):

On the road going home, and in the customer's driveway

- Driver action (braking, steering, etc):

The customer stated he used his parking brake to slow and stop the vehicle

- Special circumstances:

None

Incident Investigation Report

CAR #: 12488673
 Claimant: [REDACTED]
 VIN: 3N1CN7AP2EL [REDACTED]

III. Description of Incident & Claim - continued

Vehicle estimated speed: 1-5 MPH Source of estimate: [REDACTED] Posted speed limit: None
 Other vehicle estimated speed: N/A Source of estimate: [REDACTED] Posted speed limit:
 Name & address of witnesses:
 None
 Police report taken? (Yes/No/#): No Reporting officer name & station (if report not attached): N/A

List each allegation made. Be as specific as possible and list affected components and detailed reasons for allegation.

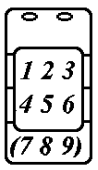
#	Allegation	Allegation made by
1	Brake failure, the brake pedal went to the floor	[REDACTED]
2		
3		
4		
5		

IV. Occupants & Injuries

Locati on:	Seat Pos.	Seat Belts:	Air Bags:	Source of information:
Name:	[REDACTED]			DOB: [REDACTED]
Address:	[REDACTED]	Stafford, VA	[REDACTED]	Height: 6'3" Weight: 230 lbs.
1	1	B	N	Nature & extent of Injuries: No injuries
Name:				DOB:
Address:				Height: Weight:
				Nature & extent of Injuries:
Name:				DOB:
Address:				Height: Weight:
				Nature & extent of Injuries:
Name:				DOB:
Address:				Height: Weight:
				Nature & extent of Injuries:

Where, when, and by whom were the injured treated?

(Legend for Section IV.)

Location:	1. Incident vehicle 2. Other Vehicle 3. Pedestrian 4. Other
Seating Position:	 10. Unknown 11. Other
Seat Belts Worn:	U. Unknown L. Lap Only S. Shoulder Only B. L+S belt N. None Worn C. Child Restraint
Airbag Status:	NA. Not equipped N. Airbag not deployed D. Airbag deployed

Incident Investigation Report

CAR #: 12488673
Claimant: [REDACTED]
VIN: 3N1CN7AP2EL [REDACTED]

V. Other Property Damage

Source of information (unless otherwise noted): [REDACTED]

Other vehicle model year, make, model name: N/A

Name, address, phone of other vehicle owner:

Name, address, phone of other vehicle driver:

Nature & extent of other vehicle damage:

Nature & extent of property (other than motor vehicle) damage & name of owner:

Mobile basketball hoop, rim bent as per owner/drive Jean Larned

Incident Investigation Report

CAR #: 12488673
Claimant: [REDACTED]
VIN: 3N1CN7AP2EL [REDACTED]

VI. Investigation Results

Date of vehicle inspection: 11/20/2013 Location of inspection: Rosner Nissan, 1 Coachman Circle, Stafford, VA 22554

Nature & extent of damages to vehicle & estimated cost of repairs (Attach estimate if available):

The dealer replaced the master cylinder under warranty. The customer does not as of yet have an estimate to repair the body damage to the vehicle.

Have you located any related prior repair orders? (Yes/No): Yes, just regular maintenance

Photos taken by: Joseph Di Fede # photos: 77

Observations / findings. Be as detailed as possible, put "Not Available" in sections that you are not able to inspect. Include observations and findings from test drives and Consult diagnostics.

- Exterior / Body:

The left front fender and hood were damaged by the customer's basketball unit falling on the vehicle

- Engine / Transmission / Drivetrain:

No damages detected. No DTCs were found in any applicable modules.

- Underbody / Suspension / Steering / Wheels & Tires:

No damages detected. There were past DTCs stored for low tire pressure for all 4 tires.

- Interior Observations / Seats / Instrument Panel / Headliner / Trim:

No damages detected

- Seat Belts / Child Restraints (if applicable):

All seat belt components were inspected and no abnormalities were found. Each belt latched and unlatched, as well as retracted. The emergency locking mechanism was tested for each seating position by tugging on each belt. All belts repeatedly locked when tugged. The seat belt warning lamp was extinguished when buckling the belt while seated.

- Air Bags:

No airbags deployed, nor was any damage detected to any air bag. No DTCs were found in the airbag control module.

- Additional Observations / Findings (describe any inspection items not covered under headings above, e.g. vehicle test drive with customer, site observations, etc.):

The vehicle was test driven for 5 miles after the inspection. The brakes stopped the vehicle quickly and did not pull or lock-up, even during a simulated panic stop. The brake pedal was high and firm, and did not sink under foot pressure. The parking brake was adjusted properly and held the vehicle to 1800 RPM in drive.

- Summary. List factual inspection findings pertaining to each allegation made by claimant. Ensure appropriate IIR supplements are filled out.

Prior to inspection, the dealer removed the master cylinder and found that the plunger was broken, and that the brake booster had fluid in it. The dealer replaced the master cylinder, inspected the brakes, bled the brake system and road tested the vehicle. There was a past DTC for low brake fluid level stored in the ABS module.

Incident Investigation Report

CAR #: 12488673
Claimant: [REDACTED]
VIN: 3N1CN7AP2EL [REDACTED]

#	Allegation	Factual Findings
1	Brake pedal went to the floor	The plunger in the master cylinder was broken. No other defects were found.
2		
3		
4		
5		

Have alleged defective parts been removed from vehicle? (Yes/No): **Yes**

If yes, by whom? **Rosner Nissan**

Present location: **Rosner Nissan Parts Department**

Reporter's
Signature: Joseph Di Fede

Reporter's Name & Region: **Joseph Di Fede, Richmond, VA**

Incident Investigation Report

IIR Supplement: Restraint System Checklist

* On seat belt systems with more than one belt, buckle or retractor, please specify (e.g. Lap or Shoulder).

DRIVER'S SEAT BELT*	
Model #:	TI-G310
Mfg. Date:	2013
Lot #:	3102
Manufacturer:	TK Holdings
AS-FOUND CONDITION*	
Fully Stowed? (Yes/No):	Yes
If extended, measure webbing length from outboard floor anchor to D-ring:	
Buckled? (Yes/No):	No
BUCKLE*	
Model #:	AT3116
Buckle latches/unlatches (Yes/No):	Yes
RETRACTOR*	
Retractor(s) spring functioning? (Yes/No):	Yes
Retractor Locked? (Yes/No):	No
Emergency locking function operable? (Yes/No):	Yes
Describe how ELR was checked:	
The belt was tugged, and it repeatedly locked in place each time.	

RF PASSENGER SEAT BELT*	
Model #:	
Mfg. Date:	
Lot #:	
Manufacturer:	
AS-FOUND CONDITION*	
Fully Stowed? (Yes/No):	
If extended, measure webbing length from outboard floor anchor to D-ring:	
Buckled? (Yes/No):	
BUCKLE*	
Model #:	
Buckle latches/unlatches (Yes/No):	
RETRACTOR*	
Retractor(s) spring functioning? (Yes/No):	
Retractor Locked? (Yes/No):	
Auto locking (ALR) function operable? (Yes/No):	
Emergency locking function operable? (Yes/No):	
Describe how ELR was checked:	

LR PASSENGER SEAT BELT*	
Model #:	
Mfg. Date:	
Lot #:	
Manufacturer:	
AS-FOUND CONDITION*	
Fully Stowed? (Yes/No):	
If extended, measure webbing length from outboard floor anchor to D-ring:	
Buckled? (Yes/No):	
BUCKLE*	
Model #:	
Buckle latches/unlatches (Yes/No):	
RETRACTOR*	
Retractor(s) spring functioning? (Yes/No):	
Retractor Locked? (Yes/No):	
Auto locking (ALR) function operable? (Yes/No):	
Emergency locking function operable? (Yes/No):	
Describe how ELR was checked:	

RR PASSENGER SEAT BELT*	
Model #:	
Mfg. Date:	
Lot #:	
Manufacturer:	
AS-FOUND CONDITION*	
Fully Stowed? (Yes/No):	
If extended, measure webbing length from outboard floor anchor to D-ring:	
Buckled? (Yes/No):	
BUCKLE*	
Model #:	
Buckle latches/unlatches (Yes/No):	
RETRACTOR(S)*	
Retractor(s) spring functioning? (Yes/No):	
Retractor Locked? (Yes/No):	
Auto locking (ALR) function operable? (Yes/No):	
Emergency locking function operable? (Yes/No):	
Describe how ELR was checked:	

Incident Investigation Report

CAR #: 12488673
 Claimant: [REDACTED]
 VIN: 3N1CN7AP2EL [REDACTED]

IIR Supplement: Restraint System Checklist (continued)

CENTER REAR PASSENGER SEAT BELT* Model #: Mfg. Date: Lot #: Manufacturer:	BUCKLE* Model #: Buckle latches/unlatches (Yes/No):
AS-FOUND CONDITION* Fully Stowed? (Yes/No): If extended, measure webbing length from outboard floor anchor to D-ring: Buckled? (Yes/No):	RETRACTOR* Retractor(s) spring functioning? (Yes/No): Retractor Locked? (Yes/No): Auto locking (ALR) function operable? (Yes/No): Emergency locking function operable? (Yes/No): Describe how ELR was checked:

If more than 5 passengers, please add additional information here:

There was only the driver in the vehicle at the time of the incident

Child Restraint Observations (if applicable):

No child restraints present when inspected

AIRBAG DEPLOYMENT INFORMATION

Driver "front" airbag deployed? (Yes/No):	No	RF pass "front" airbag deployed? (Yes/No):	No
Driver "side" airbag deployed? (Yes/No/NA):	No	RF pass "side" airbag deployed? (Yes/No/NA):	No
Left curtain airbag deployed? (Yes/No/NA):	No	Right curtain airbag deployed? (Yes/No/NA):	No

Airbag Warning Lamp Status (when ignition is turned ON):

Y	Illuminates for approximately 7 seconds and goes off (normal)
	Does not illuminate at all
	Remains illuminated continuously
	Flashes continuously

Consult or CDR Data Included in Report (Yes/No)

Consult DTCs (all items in sub-menus below)		
o Current DTCs		
o Past DTCs		
o Trouble Diag Record		
Consult Hexadecimal data		
Consult EDR data (all items in sub-menus below)		
o All High-frequency data		
o All Low-frequency data		
o All Static Data		
OR		
CDR data (includes DTCs, EDR, and hex data)		Yes

Always use diagnostic tool appropriate for vehicle. Photograph or scan Consult-II printout since thermal paper will degrade over time.

If any Consult or CDR data above is marked as "No", please explain here why not included in report:

Incident Investigation Report

CAR #: 12488673
Claimant: [REDACTED]
VIN: 3N1CN7AP2EL [REDACTED]

IIR Supplement: Restraint System Photograph Checklist

VIN plate (door jam)
Odometer
8 external views
Windshield (from standing in front of hood)
Exterior damage close-ups
Underbody views
(if possible and accident circumstances dictate)
Overhead view (if possible)
Engine compartment (hood open)
Engine compartment close-ups (hood open)
Front airbag sensors (where applicable)
Driver side open door view (angled forward)
Driver seat position
(perpendicular view documenting initial position)
Overview of drivers seating area (downward view)
Driver knee bolster area
Driver side upper instrument panel
Header and visor area
Headliner over driver and passenger seating area
Driver "front" airbag overall
Close-ups of any marks on driver "front" airbag
Driver "front" airbag deployment door (upper)
Driver "front" airbag deployment door (lower)
Steering wheel rim side view
Passenger side open door view (angled forward)
RF seat position
(perpendicular view documenting initial position)
Overview of RF seating area (downward view)
RF knee bolster area
RF upper instrument panel
RF passenger "front" airbag overall
Close-ups of any marks on RF pass. "front" airbag
RF passenger "front" airbag deployment door
Driver "side" airbag
RF passenger "side" airbag
Left curtain airbag
Right curtain airbag

Drivers seatbelt - seatbelt label(s)
Drivers seatbelt - overall
Drivers seatbelt - webbing (any marks-note location)
Drivers seatbelt - latchplate metal (both sides)
Drivers seatbelt - latchplate pass thru (both sides)

Drivers seatbelt - pillar guide loop (D-ring)
Driver seatbelt - buckle (side view-inboard & outboard)
Drivers seatbelt - buckle (end view)

RF seatbelt - seatbelt label(s)
RF seatbelt - overall
RF seatbelt - webbing (any marks-note location)
RF seatbelt - latch plate metal (both sides)
RF seatbelt - latchplate pass through (both sides)
RF seatbelt - pillar guide loop (D-ring)
RF seatbelt - buckle (side view-inboard & outboard)
RF seatbelt - buckle (end view)

CASE BY CASE BASIS

LR seatbelt - seatbelt label(s)
LR seatbelt - overall
LR seatbelt - webbing (any marks-note location)
LR seatbelt - latchplate metal (both sides)
LR seatbelt - latchplate pass through (both sides)
LR seatbelt - pillar guide loop (D-ring)
LR seatbelt - buckle (side view-inboard & outboard)
LR seatbelt - buckle (end view)
CR seatbelt - seatbelt label(s)
CR seatbelt - overall
CR seatbelt - webbing (any marks-note location)
CR seatbelt - latchplate metal (both sides)
CR seatbelt - latchplate pass through (both sides)
CR seatbelt - buckle (side view-inboard & outboard)
CR seatbelt - buckle (end view)
RR seatbelt - seatbelt label(s)
RR seatbelt - overall
RR seatbelt - webbing (any marks-note location)
RR seatbelt - latchplate metal (both sides)
RR seatbelt - latchplate pass through (both sides)
RR seatbelt - pillar guide loop (D-ring)
RR seatbelt - buckle (side view-inboard & outboard)
RR seatbelt - buckle (end view)
Any visible prior damage (unrelated to subject accident)
Prior repairs to vehicle
Extrication/towing damage
Any non-OEM components (accessories, etc.)
Center console SRS diagnostic module (if necessary)

Incident Investigation Report

IIR Supplement: Brake Checklist

I. Pedal behavior (check / fill in appropriate boxes per claimant's statement)

<input checked="" type="checkbox"/>	Pedal went to floor and stayed there
<input type="checkbox"/>	Pedal returned after pumping
<input type="checkbox"/>	Pedal felt solid, would not move
<input type="checkbox"/>	Pedal felt spongy
<input type="checkbox"/>	Other (describe):

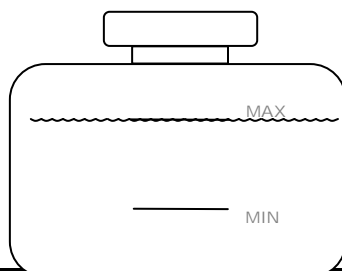
II. Vehicle Inspection

Include photographs in report

Yes	No	Inspection Item	Comments
<input checked="" type="checkbox"/>		ABS equipped, if yes, turn ignition ON:	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> ABS warning lamp illuminates for approximately 1 second and turns off (normal) 	
	<input checked="" type="checkbox"/>	VDC equipped, if yes, turn ignition ON:	
		<ul style="list-style-type: none"> VDC OFF lamp illuminates for approximately 1 second and turns off (normal) VDC OFF lamp turns on and off as VDC switch is cycled 	
<input checked="" type="checkbox"/>		TCS equipped, if yes, turn ignition ON:	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> TCS OFF lamp illuminates for approximately 1 second and turns off (normal) 	
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> TCS OFF lamp turns on and off as TCS switch is cycled 	
<input checked="" type="checkbox"/>		Brake controller Consult diagnostic printout included (perform diagnostic if vehicle is equipped)	DTC for low brake fluid level, Consult 3+ photo attached
<input checked="" type="checkbox"/>		PKB adjustment within specifications	
<input checked="" type="checkbox"/>		Fluid quality OK	
	<input checked="" type="checkbox"/>	Foreign material present in filter screen	
		Visual inspection of brake circuit:	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> Reservoir and Master cylinder leaks visible 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> ABS/TCS/VDC actuator leaks visible (if applicable) 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> Brake line leaks visible in engine compartment 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> Brake line leaks visible on underbody 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> Flexible connector line leaks visible by wheel brakes 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> Pistons and piston seal leaks visible (disc brakes) 	
	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> Wheel cylinder leaks visible (drum brakes) 	

Master cylinder fluid level

(click and drag fluid line to level)



Comments
Brake fluid level full. Master cylinder replaced by dealer prior to inspection.

Incident Investigation Report

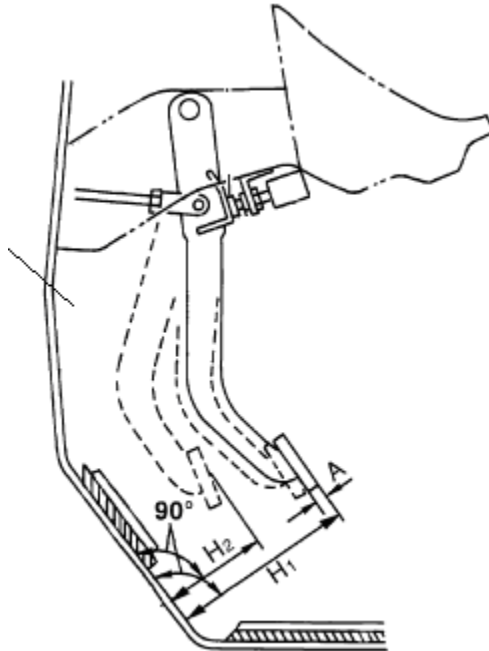
CAR #: 12488673
 Claimant: [REDACTED]
 VIN: 3N1CN7AP2EL [REDACTED]

IIR Supplement: Brake Checklist (continued)

III. Pedal Adjustment (Refer to Service Manual):

	Measured Data	Comments
Free height (H1)	110 mm	To carpet
Free play (A)	2 mm	
Depressed Height (pedal to floor-H2)	62 mm	To carpet

Note: When equipped with adjustable pedal, the pedal must be in the forward most (closest to the floor) position for pedal height measurement.



IV. Booster Check (complete if engine can be started)

Instructions: Operation Check

1. Depress brake pedal several times with engine off.
2. Depress brake pedal and hold.
3. Start engine.

Yes	No		Comments
X		Pedal goes down slightly	

Instructions: Airtight Check

1. Start engine, let run 2 - 3 minutes, turn off.
2. Depress brake pedal several times.

Yes	No		Comments
X		Pedal goes down 1st time then raises 2nd and 3 rd	

3. Restart engine.
4. Depress brake pedal and hold.
5. Stop engine.

Yes	No		Comments
X		Pedal height does not change after 30 seconds	
X		Is vacuum supply hose connected properly	

Incident Investigation Report

IIR Supplement: Brake Checklist (continued)

V. Measurements:

Instructions for brake pads / shoes:

1. Measure friction material thickness only
2. Report minimum thickness and location measured
3. Report uneven wear, cracking, and other conditions / observations in Comments
4. For rear brakes, fill out either disc or drum section as appropriate for vehicle
5. Include photographs in report

		Outboard Pad	Inboard Pad	Comments
Front Pad Thickness	LF	8 mm	8 mm	
	RF	8 mm	8 mm	
Front Rotor Thickness	LF	.862"		
	RF	.860 "		

		Outboard Pad	Inboard Pad	Comments
Rear Pad Thickness	LR			
	RR			
Rear Rotor Thickness	LR			
	RR			

		Leading Shoe	Trailing Shoe	Comments
Rear Shoe Thickness	LR			The shop foreman stated that he had checked the rear brakes and they were at 4-5mm. This vehicle is not equipped with slide-off drums. Drums were not pulled again to avoid having to replace the locking nuts.
	RR			
Drum Inner Diameter	LR			
	RR			

VI. Tire Inspection

Include photographs in report

Loc.	Make	Model	Size	DOT#	Tread Depth	PSI
LF	Continental	ContiPro Contact	P185/65R15	P5FP 3YP 1213	8/32"	31
Condition/Comments:						
RF	Continental	ContiPro Contact	P185/65R15	P5FP 3YP 1213	8/32"	32
Condition/Comments:						
RR	Continental	ContiPro Contact	P185/65R15	P5FP 3YP 1213	9/32"	31
Condition/Comments:						
LR	Continental	ContiPro Contact	P185/65R15	P5FP 3YP 1213	9/32"	31
Condition/Comments:						
All tires wearing evenly						

Incident Investigation Report

CAR #: 12488673
Claimant: [REDACTED]
VIN: 3N1CN7AP2EL [REDACTED]
