

**IN THE UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF TENNESSEE**

TERESA STRINGER, KAREN BROOKS  
WILLIAM PAPANIA, JAYNE NEWTON,  
MENACHEM LANDA, ANDREA ELIASON,  
BRANDON LANE, DEBBIE O’CONNOR,  
MICHELLE WILLIAMS, and WAYNE  
BALNICKI Individually and on Behalf of All  
Others Similarly Situated,

Plaintiffs,

v.

NISSAN OF NORTH AMERICA, INC, and  
NISSAN MOTOR CO., LTD.

Defendants.

Case No.: 3:21-cv-00099

**AMENDED CONSOLIDATED CLASS  
ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

District Judge William L. Campbell, Jr  
Magistrate Judge Barbara D. Holmes

**AMENDED CONSOLIDATED CLASS ACTION COMPLAINT AND JURY DEMAND**

Plaintiffs Teresa Stringer, Karen Brooks, William Papania, Jayne Newton, Menachem Landa, Andrea Eliason, Brandon Lane, Debbie O’Connor, Michelle Williams, and Wayne Balnicki (“Plaintiffs”) bring this action against Nissan of North America, Inc. and Nissan Motor Co., Ltd. (“Defendants” or “Nissan”), by and through their attorneys, individually and on behalf of all others similarly situated, and allege as follows:

**I. INTRODUCTION**

1. Plaintiffs bring this action individually and on behalf of all similarly situated persons (“Class Members”) who purchased or leased any 2014 through 2018 Model Year Nissan Rogue, 2015 through 2018 Model Year Nissan Pathfinder or 2015 through 2018 Model year Infiniti QX60 vehicle in the United States (“Class Vehicles”) that was designed, manufactured, distributed, marketed, sold or leased by Defendants.

2. Beginning in 2013, if not before, Defendants knew that the Class Vehicles contain one or more design and/or manufacturing defects that can cause their continuously variable transmission (“CVT”) to malfunction (“CVT Defect”). A “CVT” is a type of automatic transmission that does not use conventional gears to achieve the various ratios required during

normal driving. Instead, it uses a segmented steel belt between pulleys that can be adjusted to change the reduction ratio in the transmission. This is supposed to occur smoothly and continuously. Like a conventional transmission, a CVT is electronically controlled by a Transmission Control Module (“TCM”).

3. Numerous Class Vehicle owners have reported a significant delay in the Class Vehicle’s response while attempting to accelerate from a stop or while attempting to merge into freeway traffic, or pass another vehicle, which requires the ability to accelerate quickly. This delay in response is typically accompanied with reports of the engine revving while the driver depresses the gas pedal without little to no increase in vehicle speed. Class Vehicle owners have also experienced and reported stalling, jerking, lurching, juddering, and/or shaking while operating their Class Vehicles, as well as premature transmission failure.

4. The CVT Defect has been documented to occur without warning during vehicle operation and poses an extreme and unreasonable safety hazard to drivers, passengers and pedestrians for obvious reasons. These safety hazards include being unable to maintain the proper speed to integrate seamlessly into the flow of traffic, especially on highways or freeways, putting drivers at risk of being rear ended or otherwise causing an accident unless they pull off the road. Two owners complained to the National Highway Transportation Safety Authority (“NHTSA”) as follows:<sup>1</sup>

- **NHTSA ID: 11375131, Incident Date: September 19, 2020:** CAR DOES NOT ACCELERATE AFTER STOPPING AND TRYING TO YIELD TO ONCOMING TRAFFIC OR TURN AT A STOP SIGN. EXTREMELY DANGEROUS BECAUSE IT WILL ALL OF A SUDDEN DECIDE TO GO AND THE RPM GOES UP REALLY HIGH.
- **NHTSA ID: 1126587 Incident Date September 26, 2019:** 2015 NISSAN ROGUE, BROUGHT BRAND NEW, HAS 63,000 MILES. HAVING TRANSMISSION ISSUES FOR >9 MONTHS. I HAVE HAD NO PREVIOUS ISSUES UNTIL THEN. I CANNOT DRIVE FOR MORE THAN 30+ MIN BEFORE MY VEHICLE STARTS STALLING AT STOPLIGHTS/STOP SIGNS. WHEN I GO TO ACCELERATE AFTER BRIEFLY STOPPING, THE CAR STUTTERS AND BUCKS UNTIL I PRESS HARDER ON THE

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<sup>1</sup> Spelling and grammatical errors in consumer complaints reproduced herein remain as found in the original.

ACCELERATION. THE STUTTERING GETS WORSE THE LONGER YOU DRIVE IT. THE SAFETY ISSUE WITH A CAR NOT PROPERLY ACCELERATING WHEN YOU NEED IT TO, IS CONCERNING. I HAVE TAKEN IT TO THE NISSAN DEALERSHIP MULTIPLE TIMES AND THEY CLAIM THEY CANNOT "DUPLICATE" THE ISSUE, WHILE THE TECHNICIAN ADMITTED TO EXPERIENCING MY COMPLAINT WHILE HE DROVE IT A FEW TIMES. THEY SAY NOTHING CAN BE DONE BECAUSE NO CODES ARE RENDERING A PROBLEM AND I HAVE TO WAIT FOR THE "PROBLEM" TO GET WORSE OR ULTIMATELY, UNTIL THE TRANSMISSION "GOES OUT" AS THE NISSAN REP TOLD ME.

5. In addition to these obvious safety hazards, the cost to repair the CVT Defect can be exorbitant. The Class Vehicles thus differ materially from the product Nissan intended to sell. Nissan intended to produce vehicles with CVTs that shift smoothly and continuously. Instead, Nissan produced vehicles that do not accelerate when prompted to accelerate, and that shake, shudder, jerk and judder.

6. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew the Class Vehicles were defective and not fit for their intended purpose of providing consumers with safe and reliable transportation at the time of the sale and thereafter. Defendants have actively concealed the true nature and extent of the CVT Defect from Plaintiffs and the other Class Members, and failed to disclose it to them, at the time of purchase or lease and thereafter. Had Plaintiffs and prospective Class Members known about the CVT Defect, they would not have purchased the Class Vehicles or would have paid less for them.

7. Plaintiffs are informed and believe, and based thereon allege, that despite notice of the CVT Defect from, among other things, pre-production testing, numerous consumer complaints, warranty data dealership repair orders and prior experience with earlier model vehicles with the same or substantially similar CVTs, Defendants have not recalled the Class Vehicles to repair the CVT Defect, have not offered their customers a suitable repair or replacement free of charge, and have not offered to reimburse all Class Vehicle owners and leaseholders the costs they incurred relating to diagnosing and repairing the CVT Defect.

8. Plaintiffs are further informed and believe, and based thereon allege, that despite being on notice of the CVT Defect, Defendants regularly deny the existence of the CVT Defect

until after consumers' New Vehicle Limited Warranty Powertrain Coverage ("Powertrain Warranty") has expired or require payment to repair the CVT Defect even while the Class Vehicles are under warranty.

9. Nissan knew of and concealed the CVT Defect that is contained in every Class Vehicle, along with the attendant dangerous safety problems and associated repair costs, from Plaintiffs and the other Class Members both at the time of sale or lease and thereafter. As a result of their reliance on Defendants' omissions, owners and lessees of the Class Vehicles have suffered ascertainable loss of money, property, and/or loss in value of their Class Vehicles.

## **II. PARTIES**

### **A. Plaintiffs**

#### **Teresa Stringer (Alabama)**

10. Plaintiff Teresa Stringer is an Alabama citizen who lives in Troy, Alabama. Ms. Stringer purchased a new 2015 Nissan Rogue from Mitchell Nissan in Enterprise, Alabama in or around September 2015. Prior to purchase, Ms. Stringer spoke with the dealer sales representative about the vehicle, inspected the Monroney sticker posted by Nissan on the vehicle and test drove the vehicle. Ms. Stringer was never informed by the dealer sales representative that the vehicle suffered from the CVT Defect and relied upon this fact in purchasing the vehicle. Had Ms. Stringer been informed that her vehicle suffered from the CVT Defect, she would not have purchased it. Ms. Stringer purchased her vehicle primarily for personal, family or household purposes. Ms. Stringer's vehicle was designed, manufactured, sold, distributed, advertised, marketed and warranted by Nissan.

11. Sometime in or around 2017, Ms. Stringer began to experience the CVT Defect which gradually worsened over time. For example, Ms. Stringer's vehicle hesitates when attempting to pick up speed after slowing down, and when taking off from a stop. This hesitation is sometimes accompanied by excessive revving in which the rpm meter moves but the vehicle does not accelerate commensurately, followed by a jerk or judder when the vehicle does engage. In addition, Ms. Stringer's transmission slips when driven at highway speeds.

12. Ms. Stringer has brought her vehicle to authorized Nissan dealerships repeatedly for servicing but has been provided no remedy to date. During the 2017-2020 timeframe Ms. Stringer took her vehicle to Headquarter Nissan in Columbus, Georgia on multiple occasions complaining of the CVT issues she was experiencing. Initially she was told there was nothing wrong; ultimately, she was charged for ineffective repairs and servicing. For example, on or about October 4, 2018 Headquarter Nissan performed a throttle body cleaning for which Ms. Stringer paid \$50.05 out-of-pocket. Her CVT issues continued. On or about December 12, 2018, Headquarter Nissan performed a transmission service with complete exchange of transmission fluid for which Ms. Stringer paid \$248.03 out-of-pocket. Her CVT issues continued. On or about June 15, 2020, Ms. Stringer returned to Headquarter Nissan again complaining of CVT issues and paid \$99.95 for a diagnostic. Her CVT issues continued. On or about August 7, 2020 Ms. Stringer brought her vehicle to Mitchell Nissan and complained of the hesitation issues she was experiencing, but they told her they did not find anything wrong. Her CVT issues continue to this day. As described in further detail herein, further repair attempts would have been futile given Defendants' steadfast refusal to acknowledge the true nature and extent of the CVT Defect and provide an adequate remedy.

13. At all times, Ms. Stringer driven her vehicle in a foreseeable manner and in the manner in which it was intended to be used.

**Brandon Lane (California)**

14. Brandon Lane is a California citizen who lives in Chino, California. Mr. Lane purchased a new 2017 Nissan Pathfinder from Metro Nissan of Montclair in Montclair, California, in June of 2017. Prior to purchase, Mr. Lane spoke with the dealer sales representative about the vehicle, inspected the Monroney sticker posted by Nissan on the vehicle and test drove the vehicle. Mr. Lane was never informed by the dealer sales representative that the vehicle suffered from the CVT Defect and relied upon this fact in purchasing the vehicle. Had Mr. Lane been informed that his vehicle suffered from the CVT Defect, he would not have purchased it. Mr. Lane purchased his vehicle primarily for personal, family or household

purposes. Mr. Lane's vehicle was designed, manufactured, sold, distributed, advertised, marketed, and warranted by Nissan.

15. Approximately a year after purchase, Mr. Lane began to experience the CVT Defect, including jerking and hesitation when accelerating from a stop and when accelerating while in motion such as, for example, when attempting to merge on to the highway. On or about June 10, 2020, Mr. Lane took his vehicle to Metro Nissan to complain about the problems he was experiencing. Metro Nissan confirmed that the problems were due to an internal transmission failure and replaced the transmission assembly with a "remanufactured" transmission with an unknown number of miles on it under warranty.

16. Unfortunately, within weeks of this replacement the symptoms returned. For example, when accelerating from a stop the vehicle hesitates and then jerks into gear. When merging on to the free way or attempting to pass other cars on the freeway, the CVT "slips" before changing gears. On information and belief, this is because when CVT repairs and replacements are performed, one defective component is simply replaced with another. On or about October 15, 2020, Mr. Lane returned to Metro Nissan to complain again of the problems he was experiencing. The dealership performed a diagnostic and test drove the vehicle but claimed that there were "no problems at this time." As described in further detail herein, further repair attempts would have been futile given Defendants' steadfast refusal to acknowledge the true nature and extent of the CVT Defect and provide an adequate remedy.

17. At all times, Mr. Lane has driven his vehicle in a foreseeable manner and in the manner in which it was intended to be used.

**Wayne Balnicki (Colorado)**

18. Plaintiff Wayne Balnicki is a Colorado citizen. He purchased his 2015 Nissan Pathfinder from Valley Nissan in Longmont, Colorado, in 2015. He paid approximately \$37,350 for the vehicle, which is equipped with the defective CVT. At the time of purchase, the vehicle and its transmission were still covered by the manufacturer's warranty. Since purchasing his 2015 Pathfinder, Mr. Balnicki has experienced an intermittent shudder. Had Nissan or its dealers

disclosed the defective CVT transmission or its safety-related symptoms, Mr. Balnicki would not have purchased the vehicle or would have paid considerably less for it.

**Jayne Newton (Nebraska)**

19. Plaintiff Jayne Newton (“Newton”) is a resident of O’Neill, Nebraska. In 2015, Ms. Newton purchased a new 2015 Nissan Rogue from Nissan of Omaha. Ms. Newton’s 2015 Rogue was manufactured, advertised, initially sold, and placed into the stream of commerce by Nissan at the time Nissan North America was headquartered in Franklin, Tennessee. Ms. Newton lives several hours from the Nissan dealer. During a trip to Denver, Colorado from O’Neill, Nebraska, Plaintiff experienced the CVT Defect. The 2015 Nissan Rogue failed to accelerate when Plaintiff pressed on the accelerator to speed up the vehicle on a freeway, even though the tachometer showed increased RPM. On several occasions, it felt like the vehicle wanted to move forward, but instead shudders, requiring Ms. Newton to move the gear shift back and forth between drive and neutral to move ahead and stop the shuddering. This has occurred several times.

**Menachem Landa (New York)**

20. Plaintiff Menachem Landa is a citizen of New York, residing in Brooklyn, New York. Mr. Landa purchased his certified pre-owned 2016 Nissan Rogue from Nissan City of Port Chester in Port Chester, New York, on or around October 31, 2019.

21. Prior to purchasing his vehicle, Mr. Landa visited and reviewed Nissan websites, including the Nissan City of Port Chester website, and read information about the Rogue touting the vehicle’s attributes and benefits. Mr. Landa also test drove the vehicle with a Nissan sales representative in the vehicle. The Nissan sales representative touted the vehicle’s attributes and benefits, including the smooth ride of the vehicle, which was a material factor in Mr. Landa’s purchasing decision. He also reviewed the window sticker on the vehicle. He reviewed materials that discussed the vehicle’s warranty program and discussed the warranty with a Nissan sales representative.

22. Shortly after he purchased his vehicle, Mr. Landa observed performance problems with his transmission. Specifically, his vehicle felt sluggish when accelerating, such as when

merging onto a highway, with the engine revving with high RPMs. He also experienced his vehicle being slow to respond, sluggish, and jerky when driving on inclines, such as on mountain highways. In addition, when attempting to slow the vehicle by pressing the brake pedal, Mr. Landa would have to bear down unusually hard on the pedal and would experience hard jerking. Accordingly, on or around July 22, 2020, with approximately 49,973 miles on his vehicle, Mr. Landa returned to Nissan City of Port Chester to complain about the performance of his vehicle's transmission. A Nissan technician rode with him in the vehicle, specifically driving up the hill, and the Nissan technician acknowledged the vehicle's sluggishness and delayed responsiveness. According to Mr. Landa's service record, the technician also noticed "slight vibration [, and] performed [a] system diagnostic" but found "no codes stored or active." The technician "performed [a] TCM update," failed to diagnose the defect in the transmission, and did not make any repairs.

23. Despite the TCM update, Mr. Landa continues to experience the symptoms of his vehicle's defect, including sluggishness and delayed acceleration particularly when driving uphill or merging onto the highway, delayed responsiveness, jerking, and other issues.

24. On December 8, 2020, Mr. Landa, through his counsel, wrote to Nissan North America, Inc. to inform the company that he was experiencing the CVT Defect and to request appropriate relief, including repair of his Class Vehicle. To date, Nissan has not repaired Mr. Landa's vehicle, nor has it provided him any other relief.

25. On February 3, 2021, Mr. Landa returned to Nissan City of Port Chester and requested repair of the CVT Defect. The technician failed to diagnose the defect in the transmission and did not make any repairs.

26. At all times, Mr. Landa, like all Class Members, has attempted to drive his vehicle in a foreseeable manner in the sense that Mr. Landa has not abused his vehicle or used it for purposes unintended by Nissan. However, despite this normal and foreseeable driving, the Defect has rendered his vehicle unsafe and unfit to be used as intended.

**Debbi O'Connor (Ohio)**



27. Debbie O'Connor is an Ohio citizen who lives in Cincinnati, Ohio. Ms. O'Connor purchased a new 2015 Nissan Pathfinder from Jeff Wyler Nissan at Kings Automall in Cincinnati, Ohio, in about December of 2015. Prior to purchase, Ms. O'Connor spoke with the dealer sales representative about the vehicle, inspected the Monroney sticker posted by Nissan on the vehicle and test drove the vehicle. Ms. O'Connor was never informed by the dealer sales representative that the vehicle suffered from the CVT Defect and relied upon this fact in purchasing the vehicle. Had Ms. O'Connor been informed that her vehicle suffered from the CVT Defect, she would not have purchased it. Ms. O'Connor purchased her vehicle primarily for personal, family or household purposes. Ms. O'Connor's vehicle was designed, manufactured, sold, distributed, advertised, marketed, and warranted by Nissan.

28. Shortly after purchase, Ms. O'Connor's vehicle began to exhibit the CVT Defect. For example, Ms. O'Connor's vehicle would hesitate to accelerate both from a stop and when attempting to pick up speed while cruising, and jerk abruptly when it did engage. Ms. O'Connor took her vehicle to Jeff Wyler Nissan and explained the problems she was experiencing. However, the service representative who inspected the vehicle stated that it was operating normally and did not perform any repairs. Ms. O'Connor's vehicle continues to exhibit the CVT Defect. As described in further detail herein, further repair attempts would have been futile given Defendants' steadfast refusal to acknowledge the true nature and extent of the CVT Defect and provide an adequate remedy.

29. At all times, Ms. O'Connor has driven her vehicle in a foreseeable manner and in the manner in which it was intended to be used.

**Michelle Williams (Ohio)**

30. Michelle Williams is an Oregon citizen who lives in Corvallis, Oregon. Ms. Williams purchased a new 2015 Nissan Pathfinder from Jeff Wyler Nissan at Kings Automall in Cincinnati, Ohio, in about December of 2015. Prior to purchase, Ms. Williams spoke with the dealer sales representative about the vehicle, inspected the Monroney sticker posted by Nissan on the vehicle and test drove the vehicle. Ms. Williams was never informed by the dealer sales

representative that the vehicle suffered from the CVT Defect and relied upon this fact in purchasing the vehicle. Had Ms. Williams been informed that her vehicle suffered from the CVT Defect, she would not have purchased it. Ms. Williams purchased her vehicle primarily for personal, family or household purposes. Ms. Williams's vehicle was designed, manufactured, sold, distributed, advertised, marketed, and warranted by Nissan.

31. In or about May of 2018, Ms. Williams experienced a jerking sensation while she was driving. On or about May 31, 2018, Ms. Williams took her vehicle to Nissan of Staten Island, in Staten Island, New York and told the service representative of the problems she was experiencing. The service representative inspected her vehicle, but told her nothing was wrong with it and that she had probably just put bad gasoline in her vehicle.

32. In or about mid-December 2020, Ms. Williams felt a jerking/chugging sensation while driving on the highway. When she depressed the gas pedal the vehicle would hesitate and then lunge. Going uphill it felt as if the vehicle was going to lose power altogether, and going downhill the vehicle shuddered. On or about December 22, 2020, Ms. Williams took her vehicle to Kiefer Nissan of Corvallis in Corvallis, Oregon and told the service representative of the problems she was experiencing. The service representative inspected her vehicle and told her that she needed a new transmission for which she would have to pay approximately \$5,800 out-of-pocket.

33. A day after Ms. Williams's counsel notified Nissan that Ms. Williams intended to participate as a representative plaintiff in a class action lawsuit concerning her CVT, a Nissan representative informed her that her CVT replacement would be covered by Nissan. Kiefer Nissan proceeded to install a "remanufactured" transmission with an unknown number of miles on it in Ms. Williams' vehicle free of charge. When Ms. Williams asked her service representative why she was not receiving a new transmission, he responded that Nissan does not have new transmissions just laying around. On information and belief, Ms. Williams's remanufactured transmission suffers from the same CVT Defect as her original transmission. As described in further detail herein, further repair attempts would have been futile given Defendants' steadfast

refusal to acknowledge the true nature and extent of the CVT Defect and provide an adequate remedy.

34. At all times, Ms. Williams drove her vehicle in a foreseeable manner and in the manner in which it was intended to be used.

**Karen Brooks (Tennessee)**

35. Plaintiff Karen Brooks is a Tennessee citizen who lives in Hollow Rock, Tennessee. Ms. Brooks purchased a new 2015 Nissan Rogue from Premier Nissan, in Paris, Tennessee in or around December of 2014.<sup>2</sup> Prior to purchase, Ms. Brooks spoke with the dealer sales representative about the vehicle, inspected the Monroney sticker posted by Nissan on the vehicle and test drove the vehicle. Ms. Brooks was never informed by the dealer sales representative that the vehicle suffered from the CVT Defect and relied upon this fact in purchasing the vehicle. Had Ms. Brooks been informed that her vehicle suffered from the CVT Defect, she would not have purchased it. Ms. Brooks purchased her vehicle primarily for personal, family or household purposes. Ms. Brooks' vehicle was designed, manufactured, sold, distributed, advertised, marketed and warranted by Nissan.

36. Shortly after purchasing her vehicle, Ms. Brooks began to experience the CVT Defect. For example, her vehicle hesitates when she attempts to accelerate to merge into traffic or pass a car on the freeway. Ms. Brooks' vehicle also hesitates when she drives uphill, when she attempts to accelerate after slowing down, and when she attempts to accelerate from a stop. When Ms. Brooks' vehicle finally does go into gear when accelerating from a stop or at a low speed, it shakes. Ms. Brooks' vehicle has been serviced regularly and her husband has complained to Nissan of Paris on multiple occasions of the problems they have experienced, but they have been offered no remedy. As described in further detail herein, further repair attempts would have been futile given Defendants' steadfast refusal to acknowledge the true nature and extent of the CVT Defect and provide an adequate remedy.

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<sup>2</sup> Premier Nissan subsequently changed its name to Nissan of Paris.

37. At all times, Ms. Brooks has driven her vehicle in a foreseeable manner and in the manner in which it was intended to be used.

**William Papania (Texas)**

38. Plaintiff William Papania is a Texas citizen who lives in Port Neches, Texas. Mr. Papania purchased a new 2015 Nissan Rogue from Twin City Nissan, in Port Arthur, Texas in on or around October of 2015. Prior to purchase, Mr. Papania spoke with the sales representative about his vehicle, inspected the Monroney sticker posted on the vehicle by Nissan and test drove the vehicle. Mr. Papania was never informed by the dealer sales representative that the vehicle suffered from the CVT Defect and relied upon this fact in purchasing the vehicle. Had Mr. Papania been informed that his vehicle suffered from the CVT Defect, he would not have purchased it. Mr. Papania purchased his vehicle primarily for personal, family or household purposes. Mr. Papania's vehicle was designed, manufactured, sold, distributed, advertised, marketed and warranted by Nissan.

39. In the summer of 2020, Mr. Papania was driving his vehicle when his check engine light turned on. Mr. Papania took the vehicle to Twin City Nissan but the dealer did not find anything wrong. A few days later the check engine light illuminated again and Mr. Papania took the vehicle to a third-party repair facility that ran a diagnostic which showed the transmission was failing. Mr. Papania returned to Twin City Nissan which confirmed that the transmission was failing and needed to be replaced, and that Mr. Papania would have to pay several thousand dollars out-of-pocket for the replacement. Due to the exorbitant cost, Mr. Papania has not replaced his transmission, and is currently making extremely limited use of his vehicle.

40. At all times, Mr. Papania has driven his vehicle in a foreseeable manner and in the manner in which it was intended to be used.

**Andrea Eliason (Utah)**

41. Plaintiff Andrea Eliason is a Utah citizen who resides in Lehi, Utah. She purchased her 2016 Nissan Rogue from Tim Dahle Nissan in South Jordan, Utah, in March 2016. She paid approximately \$37,000 for the vehicle, which is equipped with the defective CVT. At the time of

purchase, the vehicle and its transmission were still covered by the manufacturer's warranty. Ms. Eliason was promised by the Nissan dealer that the vehicle did not have transmission problems.

42. Since purchasing her 2016 Rogue, Ms. Eliason has often been scared for her own safety and the safety of her family while driving. Despite regular servicing of the vehicle, including its transmission, the vehicle frequently jerks unsafely. Ms. Eliason has had to pull over to the side of the road many times in hopes that turning the vehicle off then on again might resolve the problem, but to no lasting effect. Had Nissan or its dealers disclosed the defective CVT transmission or its safety-related symptoms, Ms. Eliason would not have purchased the vehicle or would have paid considerably less for it.

**B. Defendants**

43. Defendant Nissan North America, Inc. ("NNA") is a California corporation with its principal place of business located at One Nissan Way, Franklin, Tennessee 37067 and doing business in Tennessee and throughout the United States.

44. Founded in 1933 and headquartered in Yokohama, Japan, Defendant Nissan Motor Co., Ltd. ("NML") is a corporation organized under the laws of Japan. NML manufactures and distributes automobiles and related parts. It also provides financing services. NML delivers a comprehensive range of products under various brands that are manufactured in Japan, the United States, Mexico, the United Kingdom and other countries. NML is the parent and 100% owner of NNA.

45. At all relevant times, NNA and NML were engaged in the business of designing, manufacturing, marketing, distributing, and selling automobiles, including but not limited to the Class Vehicles, and other motor vehicles and motor vehicle components, in Tennessee and throughout the United States.

46. Whenever, in this Complaint, reference is made to any act, deed or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of their officers, directors, agents, employees or representatives who was

actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

### **III. JURISDICTION**

47. This is a class action.

48. This Court has jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum value of \$5,000,000, exclusive of interests and costs. This court also has federal question jurisdiction over this action under 28 U.S.C. § 1331 because Plaintiffs' claims under the Magnuson-Moss Act arise under federal law. This Court has personal jurisdiction over NNA because its principal place of business is in Franklin, Tennessee, and Defendants' otherwise have sufficient minimum contacts with Tennessee, and/or otherwise intentionally avails themselves of the markets within Tennessee, through the promotion, sale, marketing and distribution of their vehicles in Tennessee, so as to render the exercise of jurisdiction by this Court proper and necessary.

### **IV. VENUE**

49. Venue is proper pursuant to 28 U.S.C. § 1391, because a substantial part of the events and omissions giving rise to Plaintiffs' claims occurred within the Middle District of Tennessee.

### **V. NISSAN'S KNOWLEDGE OF THE CVT DEFECT**

50. For years, Nissan has designed, manufactured, distributed, sold, and leased the Class Vehicles. Upon information and belief, Defendants have sold, directly or indirectly through dealers and other retail outlets, many thousands of Class Vehicles nationwide.

51. Plaintiffs and Class Members are intended third-party beneficiaries of contracts between Nissan and its dealerships; specifically, they are the intended beneficiaries of Nissan's warranties. The dealerships were not intended to be the ultimate consumers of the Class Vehicles, and the warranty agreements were designed for and intended to benefit the ultimate consumers only.

52. The CVT Defect causes the Class Vehicles' to unexpectedly malfunction by hesitating, stalling, jerking, lurching, revving, shaking, juddering and/or failing prematurely. The CVT Defect presents a safety hazard that renders the Class Vehicles unreasonably dangerous to consumers due to, *inter alia*, the impact of the Defect on driver's ability operate the Class Vehicle as expected.

53. Plaintiffs are informed and believe, and based thereon allege, that, prior to placing the Class Vehicles in the stream of commerce, Nissan became aware of the CVT Defect through sources not available to Plaintiffs and Class Members, including, but not limited to, pre-production testing, pre-production design failure mode and analysis data, production design failure mode and analysis data, early consumer complaints made exclusively to Nissan's network of dealers and directly to Nissan, aggregate warranty data compiled from Nissan's network of dealers, testing conducted by Nissan in response to consumer complaints, and repair order and parts data received by Nissan from Nissan's network of dealers. On information and belief, Nissan actively monitors and records consumer complaints made to Nissan's network of dealers as well as all service and repair work done related to the CVT Defect at its network of dealers

54. Nissan's CVT has been plagued with the same or similar recurrent problems (i.e., hesitation, shaking, juddering, premature failure, etc.) for over a decade. In 2009 Nissan voluntarily doubled the powertrain warranty coverage of 5 years/60,000 miles to 10 years/120,000 miles for a large part of its fleet, including the 2003-2010 Murano; 2007-2010 Versa SL; 2007-2010 Sentra; 2007-2010 Altima; 2007-2010 Maxima; 2008-2010 Rogue; and 2009-2010 Cube.<sup>3</sup> Nissan also reported that "in the unlikely event that your vehicle's transmission should need repair beyond the extended warranty period we are working to decrease the cost of repair."<sup>4</sup>

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<sup>3</sup> Frequently Asked Questions, available at:

<https://web.archive.org/web/20100323050249/http://www.nissanassist.com/faqs.php?menu=3>

<sup>4</sup> See Customer Satisfaction Program, CVT Program Details available at:

<https://web.archive.org/web/20100124032242/http://www.nissanassist.com/ProgramDetails.php?menu=2> (last visited Jan. 22, 2021).

55. Nissan continued to experience such trouble with its CVTs that in December 2013 Nissan's then-CEO, Carlos Ghosn, announced that Nissan would increase its oversight of CVT supplier JATCO, Ltd.<sup>5</sup> Nissan further explained that it was necessary to increase its oversight of JATCO because continued customer service issues had begun to cut into Nissan's profits.<sup>6</sup> However, Nissan's vehicles continued to be plagued with CVT issues thereafter.

56. Technical Service Bulletins ("TSBs") issued by Nissan to its dealers, and other remedial actions it has taken concerning the Class Vehicles and other vehicles with the same or substantially similar CVT, evidence Nissan's knowledge of the CVT Defect.

57. On information and belief, the four-cylinder 2013-2016 Nissan Altima has the same or substantially similar transmission as the 2014-2018 Nissan Rogue (which is only available in a four-cylinder). On information and belief, the six-cylinder 2013-2016 Model Year Nissan Altima and 2013-2014 Model Year Nissan Pathfinder have the same or substantially similar transmission as the 2015-2018 Model Year Nissan Pathfinder and the 2015-2018 Model Year Infiniti QX60 (which only come in six-cylinder). Nissan recently extended the 2013-2016 Model Year Nissan Altima Powertrain Warranty for both the four and six-cylinder models an additional two years or 24,000 miles, whichever comes first, and offered to reimburse those who paid for transmission-related repairs during the extended warranty period in connection with a class action settlement. *See Gann, et al. v. Nissan North America, Inc.*, Case No. 3:18-cv-00966 (M.D. Tenn.). Nissan previously offered nearly identical relief to 2013-2014 Model Year Nissan Pathfinder and Infiniti QX60 owners and lessees. *See Batista, et al. v. Nissan North America, Inc.*, Case No. 1:14-cv-24728 (S.D. Fla). It has offered no such relief to Class Vehicle owners and lessees.

58. On or about September 27, 2012 Nissan initiated a voluntary service campaign to "reprogram the Transmission Control Unit (TCM)" to "improve transmission durability" in the

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<sup>5</sup> Nissan Presses Jatco to end CVT glitches, Automotive News <https://www.autonews.com/article/20131202/OEM10/312029972/nissan-presses-jatco-to-end-cvt-glitches> (Dec. 2, 2013).

<sup>6</sup> *Id.*



2013 Altima with four-cylinder engine. *See* NTB12-081. In a customer satisfaction letter implementing the campaign, Nissan stated:

Under certain unique driving conditions, the Continuously Variable Transmission (CVT) belt may slip in some affected 2013 Nissan Altima vehicles. An indicator that the CVT belt has slipped is a shaking or “judder” from the CVT when coasting. Continuing to drive the vehicle in this condition can lead to accelerated wear and damage to the CVT. Reprogramming of the Transmission Control Module (TCM) will prevent the belt slip condition from occurring. This is not a safety issue, and the vehicle still meets and/or exceeds all applicable safety standards.

On information and belief, while Nissan acknowledged a problem, it did so in a manner that was false and misleading. On information and belief, Nissan was aware that the problem was not limited “to certain unique driving conditions,” that the purported fix it was offering did not in fact resolve the problem, and that the problem did in fact constitute a safety issue.

59. On or about September 10, 2013 Nissan issued NTB13-086 applicable to 2013-2014 Altima vehicles and 2013-2014 Pathfinder vehicles with six-cylinder engines concerning “JUDDER DURING LIGHT ACCELERATION.” This TSB prescribed various fixes including reprogramming of the TCM, and replacement of the CVT.

60. On or about October 7, 2015 Nissan issued NTB15-083 applicable to 2013-2015 Nissan Altima and 2014-2016 Nissan Rogue vehicles regarding the reprogramming of the TCM to address “a transmission judder (shake, shudder, single or multiple bumps or vibration).” The next month on or about November 11, 2015, Nissan issued NTB15-084a applicable to the same set of vehicles to address the same condition outlining a procedure for replacement of the CVT assembly.

61. Also on or about November 11, 2015 Nissan issued NTB15-086a applicable to 2013-2015 Nissan Altima and 2014-2016 Nissan Rogue vehicles. This TSB notes that the affected vehicles may “hesitate and/or have a lack of power” and prescribes various service procedures including replacement of the CVT assembly. On information and belief, this TSB was preceded by its original iteration, NTB15-086.

62. On or about April 1, 2016 Nissan issued NTB15-084b to address a “transmission judder (shake, shudder, single or multiple bumps or vibration)” in 2013-2016 Nissan Altima and 2014-2016 Nissan Rogue vehicles. This TSB set forth a procedure through which either the CVT assembly or the Valve Body would need to be replaced.

63. On or about April 5, 2016, Nissan issued ITB15-011b, entitled “2013 JX35 AND 2014-2015 QX60; ENHANCED DIAGNOSTIC LOGIC FOR CVT JUDDER,” applicable to the 2014-2015 Infiniti QX60, among other vehicles. This TSB prescribes a new diagnostic logic to be employed when a customer reports “a transmission judder (shake, shudder, single or multiple bumps or vibration).”

64. On or about August 25, 2016, Nissan issued NTB16-085 applicable to 2015-2016 Pathfinder vehicles and 2015-2016 Altima vehicles with six-cylinder engines, among other vehicles. This TSB prescribed a “new diagnostic logic ... to enhance the diagnostic process by storing diagnostic trouble codes (DTCs)” on vehicles that exhibit “a transmission judder (shake, shudder, single or multiple bumps or vibration).”

65. On or about February 10, 2017 Nissan issued NTB15-086f to address “HESITATION AND/OR LACK OF POWER” in 2013-2014 Altimas and 2014-2016 Rogues. This TSB similarly describes procedures for replacing the CVT assembly or the Valve body as well as reprogramming the TCM if necessary.

66. On or about April 18, 2017, Nissan updated TSB NTB15-084b to include more model years. *See* TSB NTB15-084c. This TSB is applicable to 2013-2016 Nissan Altima and 2014-2016 Nissan Rogue vehicles was also designed to address “a transmission judder (shake, shudder single or multiple bumps or vibration).” *Id.* This TSB similarly sets forth a procedure through which either the CVT assembly or the Valve Body would need to be replaced. TSB NTB15-084c was again updated on August 29, 2017 with TSB NTB15-084d. Meanwhile, on November 14, 2016 Nissan had also issued TSB NTB16-110 for 2015-2016 Altima vehicles when Diagnostic Trouble Code (DTC) P0776 was stored, which TSB provided the instructions for specific internal CVT repairs, instead of replacing a complete transmission assembly. After

six revisions from February 9, 2017 to November 2, 2017, on December 19, 2018, Nissan issued TSB NTB16-110g, which combined the issues in the previous NTB16-110 variations as well as NTB15-084d. This TSB was entitled “2013-2017 ALTIMA AND 2014-2016 ROGUE; 4 CYLINDER WITH DTC P0776 AND/OR JUDDER WITH P17F0 OR P17F1 STORED” and included updated directions to replace either the valve body or the CVT assembly when a “customer reports a transmission judder (shake, shudder, single or multiple bumps or vibration).” However, this TSB was again limited and inadequate, as shown by Nissan’s requiring six additional revisions to the TSB (NTB16-110h- NTB16-110m) from March 13, 2018 to October 1, 2019.

67. On or about April 27, 2017, Nissan issued NTB15-015h applicable to 2015-2017 Pathfinder and 2013-2017 Altima vehicles with six-cylinder engines, among other vehicles. This TSB directed service technicians to replace either the valve body or the CVT assembly when a “customer reports a transmission judder (shake, shudder, single or multiple bumps or vibration).”

68. On or about October 8, 2019, Nissan issued NTB17-039g applicable to 2013-2017 Pathfinder and 2013-2017 Altima vehicles with six-cylinder engines, among other vehicles. Like the previous TSBs, this TSB instructed service technicians to replace various components of the vehicles’ transmissions or reprogram the TCM software when a “customer reports a transmission judder (shake, shudder, single or multiple bumps or vibration).”

69. On or about October 22, 2019, Nissan issued ITB15-012h, entitled “2013 JX35 AND 2014 -2018 QX60; CVT JUDDER AND DTC P17F0 OR P17F1 STORED,” applicable to the 2014-2018 Infiniti QX60, among other vehicles. This TSB applies if the “customer reports a transmission judder (shake, shudder, single or multiple bumps or vibration” in combination with DTC P17F0 or P17F1, and prescribes a procedure for replacement of the entire CVT assembly or valve body depending on the DTC stored.

70. On or about September 30, 2020, Nissan issued NTB17-039k applicable again when a “customer reports a transmission judder (shake, shudder, single or multiple bumps or vibration).” This TSB expanded the vehicles covered by preceding Altima/Pathfinder TSBs to

include 2013-2019 Pathfinder and 2013-2018 Altima vehicles with six-cylinder engines, among other vehicles. Like previous TSBs, this TSB instructed service technicians to replace various components of the vehicles' transmissions or reprogram the TCM software.

71. Nissan has continued to issue TSBs addressing Nissan Rogue, Nissan Pathfinder and Infiniti QX60 CVT issues.

72. On information and belief, Defendants issued the above TSBs to address problems being caused by the CVT Defect. Defendants had and have a duty to disclose the CVT Defect and the associated repair costs to Class Vehicle owners, among other reasons, because the Defect poses an unreasonable safety hazard; because Defendants had and have exclusive knowledge and/or access to material facts about the Class Vehicles and their CVTs that were and are not known to or reasonably discoverable by Plaintiffs and other Class Members; and, because Defendants have actively concealed the CVT Defect from its customers. Further, because none of the above TSBs were issued as part of a formal recall, they were much more likely to be overlooked by dealers, and unknown to consumers.<sup>7</sup>

## VI. EXAMPLE CONSUMER COMPLAINTS

73. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles have experienced the CVT Defect.

74. Nissan monitors customers' complaints made to the NHTSA. Federal law requires automakers like Nissan to be in close contact with NHTSA regarding potential auto defects, including imposing a legal requirement (backed by criminal penalties) compelling the confidential disclosure of defects and related data by automakers to NHTSA, including field reports, customer complaints, and warranty data. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat.1800 (2000).

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<sup>7</sup> When a vehicle identification number is entered into a dealer computer, the dealer is automatically instructed to perform applicable recalls. Dealers generally search for other TSBs based on customer complaints, which requires them to often sift through multiple TSBs and attempt to interpret which, if any, are applicable.

75. Automakers have a legal obligation to identify and report emerging safety-related defects to NHTSA under the Early Warning Report requirements. *Id.* Similarly, automakers monitor NHTSA databases for consumer complaints regarding their automobiles as part of their ongoing obligation to identify potential defects in their vehicles, including safety-related defects. *Id.* Thus, Nissan knew or should have known of the many complaints about the CVT Defect logged by NHTSA Office of Defect Investigation (ODI), and the content, consistency, and large number of those complaints alerted, or should have alerted, Nissan to the CVT Defect.

76. The following example complaints filed by consumers with the NHTSA and other websites which continue to accrue and demonstrate that the CVT Defect is a widespread, dangerous and unresolved problem:

**Example Nissan Rogue Complaints:**

- **NHTSA ID: 11375131, Incident Date September 19, 2020:** CAR DOES NOT ACCELERATE AFTER STOPPING AND TRYING TO YIELD TO ONCOMING TRAFFIC OR TURN AT A STOP SIGN. EXTREMELY DANGEROUS BECAUSE IT WILL ALL OF A SUDDEN DECIDE TO GO AND THE RPM GOES UP REALLY HIGH.
- **NHTSA ID: 11374927, Incident Date November 2, 2020:** CAR DROVE FINE THEN IN THE MIDDLE OF GOING THROUGH AN INTERSECTION THE VEHICLE STOPPED ACCELERATING AND CHECK ENGINE LIGHT CAME ON. CHECK CODE IT WAS P1778 FOR STEPPER MOTOR. VEHICLE ONLY HAS 87000 MILES ON IT. BROUGHT TO A TRANSMISSION STOP TO REPLACE THE VALVE BODY TO HAVE A NEW STEPPER MOTOR. HAD THE PART PUT IN TO FIND OUT THE WHOLE TRANSMISSION FAILED. WE COULD'VE BEEN KILLED IN THE BUSY INTERSECTION WITH THIS HAPPENING WITHOUT WARNING.
- **NHTSA ID: 11353588, Incident Date February 1, 2019:** TL\* THE CONTACT OWNS A 2014 NISSAN ROGUE. THE CONTACT STATED WHILE DRIVING AT APPROXIMATELY 40 MPH, THE VEHICLE JERKED, SHOOK, AND VIBRATED. THE CONTACT STATED THAT TRANSMISSION FLUID NEEDED TO BE ADDED TO THE VEHICLE TWICE DAILY FOR THE TRANSMISSION TO OPERATE AS DESIGNED. THE CONTACT STATED THAT THE TRANSMISSION WAS REPLACED MARCH 2019. THE MANUFACTURER ASSISTED THE CONTACT WITH THE COST OF THE TRANSMISSION REPLACEMENT. THE TRANSMISSION WAS REPLACED BY AN UNKNOWN NISSAN DEALER HOWEVER, THE TRANSMISSION REPLACEMENT FAILED TO CORRECT OR PREVENT THE FAILURE. THE MANUFACTURER WAS NOTIFIED OF THE

FAILURE. THE VEHICLE WAS NOT REPAIRED. THE APPROXIMATE FAILURE MILEAGE WAS 84,000.

- **NHTSA ID: 11339213, Incident Date July 12, 2020:** WHILE DRIVING ON AN INTERSTATE, MY 2014 NISSAN ROGUE WOULD REV AND THE RPM'S WOULD SURGE UNEXPECTEDLY AND WITHOUT WARNING. WHILE DRIVING IT WOULD RANDOMLY JERK, SHUDDER, AND HESITATE. WE EXPERIENCED A SUDDEN LOSS OF ACCELERATION LEADING PREMATURE TRANSMISSION FAILURE. MY CHECK ENGINE LIGHT DID NOT COME ON UNTIL THE CAR LOST THE ACCELERATION CAPABILITY. THIS PUT US IN GREAT DANGER BEING THAT WE BARELY MADE IT ONTO THE SIDE OF THE INTERSTATE. MY CAR HAD TO BE TOWED TO NISSAN AND SINCE I HAVE BEEN ADVISED THAT THE TRANSMISSION NEEDS TO BE COMPLETELY REPLACED.
- **NHTSA ID: 11297342, Incident Date October 5, 2019:** VEHICLE CURRENTLY HAS 70,300 MILES ON IT. VEHICLE BEGAN LOSING POWER WHILE ON THE INTERSTATE AT 70 MPH. THE RPM'S WOULD GO UP AND DOWN AND THE VEHICLE WOULD JERK AS IF THE TRANSMISSION WAS TRYING TO FIND THE RIGHT GEAR. WITH IN A FEW MINUTES, THERE WAS HARDLY ANY POWER TRANSFERRING TO THE WHEELS. I HAD THE VEHICLE TOWED TO THE DEALER. NO WARNING FOR TRANSMISSION FAILURE. DEALER RECOMMENDS CVT TRANSMISSION REPLACEMENT FOR TRANSMISSION JUDDER.
- **NHTSA ID: 11257661, Incident Date September 16, 2019:** CVT TRANSMISSION PROBLEM POSSIBLY. THIS IS A WELL MAINTAINED VEHICLE. CAR STARTS TO DELAY IN DRIVE GEAR AND REVERSE. BUCKING AND IDLING AND REVING RPM WHILE DRIVING NORMAL SPEEDS. MANY OTHER NISSAN ROUGE OWNERS ARE HAVING THE SAME ISSUE. NEARLY BEEN HIT ON THE ROAD AND HIGHWAY AT LEAST 3 TIMES. WHY ISN'T THIS ISSUE BEING LOOKED AT AND RECALLED?
- **NHTSA ID: 11242861, Incident Date July 19, 2019:** TL\* THE CONTACT OWNS A 2014 NISSAN ROGUE. WHILE DRIVING VARIOUS SPEEDS, THE VEHICLE JERKED. THERE WERE NO WARNING INDICATORS ILLUMINATED BEFORE OR AFTER THE FAILURE OCCURRED. THE VEHICLE WAS TAKEN TO AN UNKNOWN NISSAN DEALER WHERE FAILURE CODE: P1740 (TRANSMISSION SELECT SOLENOID) WAS LOCATED. THE DEALER STATED THAT THE TRANSMISSION NEEDED TO BE REPLACED. THE DEALER ALSO TEST DROVE THE VEHICLE, BUT WAS UNABLE TO DUPLICATE THE FAILURE. THE MANUFACTURER WAS NOT CONTACTED. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS 60,000.
- **NHTSA ID: 11234938, Incident Date May 1, 2019:** WHILE DRIVING ON THE INTERSTATE THE CAR COMPLETELY LOST ABILITY TO ACCELERATE. IT WOULD MAINTAIN SPEED WITH ACCELERATOR PEDAL PRESSED ALL THE

WAY TO THE FLOOR. THE RPM'S WOULD NOT GO ABOVE 3000. ONCE STOPPED COULD NOT ACCELERATE TO GET THROUGH INTERSECTION. AFTER STOPPING AND SITTING FOR AN HOUR THE CAR THEN BEGAN OPERATING BACK NORMAL. THIS NOW HAS HAPPENED MULTIPLE TIMES.

- **NHTSA ID: 11231085, Incident Date January 16, 2019:** TL\* THE CONTACT OWNS A 2014 NISSAN ROGUE. THE CONTACT STATED THAT THE VEHICLE EXPERIENCED JERKING, LUNGING, AND A LOSS OF POWER ONCE IT CAME TO A COMPLETE STOP. IN ADDITION, THE ESP FAULTY WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHO DIAGNOSED THAT THERE WAS AN ELECTRICAL FAILURE. THE VEHICLE WAS REPAIRED, BUT THE FAILURE RECURRED. NISSAN OF DOWNTOWN LA (4111, 635 W WASHINGTON BLVD, LOS ANGELES, CA 90015, (213) 477-7361) WAS CONTACTED TO SCHEDULE AN APPOINTMENT. THE DEALER INFORMED THE CONTACT THAT THE VIN WAS NOT INCLUDED IN A RECALL. THE CONTACT REFERENCED NHTSA CAMPAIGN NUMBER: 16V149000 (FUEL SYSTEM, GASOLINE), BUT THE VIN WAS NOT INCLUDED. THE DEALER PROVIDED CASE NUMBER: 36341350 FOR THE CALL. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND CONFIRMED THAT THE VIN WAS NOT INCLUDED IN A RECALL. THE FAILURE MILEAGE WAS APPROXIMATELY 30,000.
- **NHTSA ID: 11230561 Incident Date July 6, 2019:** TL\* THE CONTACT OWNS A 2014 NISSAN ROGUE. WHILE THE VEHICLE WAS STOPPED AT A STOP SIGN, THE VEHICLE STALLED WHEN THE ACCELERATOR PEDAL WAS DEPRESSED. ON ANOTHER OCCASION, THE VEHICLE WAS UNABLE TO SHIFT FROM PARK INTO REVERSE. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. A DEALER WAS NOT CONTACTED. THE MANUFACTURER WAS NOTIFIED. THE FAILURE MILEAGE WAS 72,000.
- **NHTSA ID: 11221437 Incident Date June 4, 2019:** TL\* THE CONTACT OWNS A 2014 NISSAN ROGUE. WHILE DRIVING 70 MPH, THE CONTACT APPLIED THE ACCELERATOR PEDAL, BUT THE VEHICLE FAILED TO RESPOND. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE CONTACT ATTEMPTED TO APPLY THE ACCELERATOR PEDAL AGAIN AND THE VEHICLE TOOK 34 SECONDS TO RESPOND. THE VEHICLE WAS TAKEN TO BATTLES NISSAN (60 MACARTHUR BLVD, BOURNE, MA 02532, (774) 302-0313) WHERE IT WAS DIAGNOSED THAT A CVT FUEL COOLER HAD TO BE INSTALLED IN ORDER FOR THE POWER TRAIN TO RETURN TO NORMAL THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND PROVIDED CASE NUMBER: 36126158. THE CONTACT WAS INFORMED TO CALL NHTSA. THE FAILURE MILEAGE WAS APPROXIMATELY 154,000.
- **NHTSA ID: 11221437 Incident Date June 4, 2019:** TL\* THE CONTACT OWNS A 2014 NISSAN ROGUE. WHILE DRIVING 70 MPH, THE CONTACT APPLIED THE

ACCELERATOR PEDAL, BUT THE VEHICLE FAILED TO RESPOND. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE CONTACT ATTEMPTED TO APPLY THE ACCELERATOR PEDAL AGAIN AND THE VEHICLE TOOK 34 SECONDS TO RESPOND. THE VEHICLE WAS TAKEN TO BATTLES NISSAN (60 MACARTHUR BLVD, BOURNE, MA 02532, (774) 302-0313) WHERE IT WAS DIAGNOSED THAT A CVT FUEL COOLER HAD TO BE INSTALLED IN ORDER FOR THE POWER TRAIN TO RETURN TO NORMAL THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND PROVIDED CASE NUMBER: 36126158. THE CONTACT WAS INFORMED TO CALL NHTSA. THE FAILURE MILEAGE WAS APPROXIMATELY 154,000.

- **NHTSA ID: 11210278 Incident Date May 22, 2019:** "CVT FAILURE" BETWEEN MARCH 2019 AND MAY 2019 RANDOMLY STALLING WHILE TRAVELING AND WHEN COMPLETE STOP, THIS WENT ON FOR ABOUT 1 MONTH. MOST NOTICEABLE OCCURRENCES WERE WHEN THE TEMPERATURE WARM AND/OR DRIVING FOR AN EXTENDED PERIOD OF TIME. VEHICLE THEN SHUDDERED/SHAKE WHEN ACCELERATING. RPM LEVEL WOULD FLUCTUATE BETWEEN 4K-5K RMPMS WHEN ATTEMPTING TO ACCELERATE. WOULD NOT SHIFT UP OR DOWNWARD AS DESIGNED. WOULD RANDOMLY DOWNSHIFT CAUSING A FORWARD JERKING. MOST NOTICEABLE JERK/SHUDDERING WAS BETWEEN 40-40MPH. LOSS OF OR LIMITED POWER WHEN TRAVELING UP HILL. SPEED WOULD BE LIMITED TO 60 MPH. ON MAY 19, 2019 REVERSE WOULD NOT ENGAGE UNLESS THE VEHICLE HAD NOT BEEN DRIVEN FOR SOME TIME, ENOUGH TO COOL DOWN. NEUTRAL WOULD NOT BE PRESENT EITHER. THERE WAS NO DIFFERENTIATION BETWEEN DRIVE/LOW/NEUTRAL. MAY 20 BROUGHT TO NISSAN DEALER THEY ADVISED CVT REPLACEMENT NEEDED. MAY 21 AND MAY 22 CVT DID NOT ENGAGE, VEHICLE STOPPED PROCEEDING WHILE ON HIGHWAY. TURNED VEHICLE OFF FOR 15 MINUTES. TURNED ON AND WAS ABLE TO PROCEED. STILL SHUDDERED AND JERKED WHEN SHIFTING.

STARTED VEHICLE AFTER PARKING PLACED IN DRIVE WITH NO MOVEMENT. TURNED OFF THEN ON PLACED IN DRIVE WAS ABLE TO PROCEED.

VEHICLE LIMITED TO 40 MPH, LOST POWER TO CVT UNABLE TO MOVE. STOPPED FOR 45 MINUTES AND WAS ABLE TO PLACE INTO DRIVE. DROVE FOR APPROXIMATELY ½ HALF MILE, LOST POWER WHILE TRAVELING UP HILL AND ROLLED BACKWARDS LUCKILY INTO A DRIVEWAY WITHOUT BEING STRUCK BY OTHER VEHICLES. NEUTRAL DID NOT EXIST. VEHICLE TOWED 5/22/19. COMPLAINTS MADE TO NISSAN 5/23/19. WAS ADVISED 5/24 THEY WOULD ONLY COVER 70% ALTHOUGH THERE IS A SIGNIFICANT PROBLEM WITH THEIR CVTS.



- **NHTSA ID: 11209416 Incident Date May 22, 2019:** CARS LOSES POWER WHEN DRIVING, SHAKES, REVS HIGH HAS A HARD TIME ACCELERATING UP HILLS TOO
- **NHTSA ID: 112095014 Incident Date April 23, 2019:** WHILE DRIVING MY CAR TO WORK, THE TRANSMISSION HAS BEEN SLIPPING OUT OF GEAR. THE SPEED WILL DECREASE AS I CAN'T ACCELERATE. THE RPM'S SHOOT UP BUT THE CAR WILL GO NOWHERE. IT HAS HAPPENED AND BOTH HIGH AND LOW SPEEDS BUT NORMALLY AFTER THE CAR ENGINE IS WARM. SOMETIMES WHEN IT HAPPENS, AFTER 10-15 SECONDS, THE GEAR WILL GO BACK TO DRIVE ON IT'S OWN AND I CAN CONTINUE ON MY WAY. LATELY, AS IT'S GOTTEN WORSE, THE CAR WILL COME TO A DEAD STOP (AS I CAN'T ACCELERATE) AND THERE IS NOTHING THAT I CAN DO TO GET IT BACK INTO GEAR. I HAVE TRIED TURNING THE CAR ON AND OFF, PUTTING IT IN NEUTRAL OR LOW AND IT CAN TAKE UP TO 20 MINUTES BEFORE I CAN GET THE VEHICLE DRIVING PROPERLY. AFTER RESEARCH, IT IS A COMMON ISSUE WITH THE VEHICLE HOWEVER AFTER TAKING THE CAR TO THE DEALERSHIP I PURCHASED IT FROM TWICE, THEY WILL NOT FIX IT. THEY STATE IT HASN'T HAPPENED DURING THEIR TEST DRIVE AND THERE IS NOTHING THEY CAN DO AND THEY ARE RELEASING THE CAR TO ME. EVEN AFTER MULTIPLE PHONE CALLS AND ASKING THEM TO PERFORM OTHER TESTS- THEY WON'T. THEY HAVE ONLY RUN DIAGNOSTIC MACHINE TESTS AND DID A SHORT TEST DRIVE (EVEN THOUGH THEY LIED AND TOLD ME IT WAS LONGER). AFTER TAKING THE VEHICLE HOME YESTERDAY- IT HAPPENED TO ME TWICE TODAY. THIS IS UNSAFE TO DRIVE.
- **NHTSA ID: 11172967 Incident Date January 29, 2019:** ENGINE HESITATION AND TRANSMISSION DOES NOT AUTOMATICALLY SHIFT TO LOWER GEAR
- **NHTSA ID: 11166254 Incident Date December 29, 2018:** TL\* THE CONTACT OWNS A 2014 NISSAN ROGUE. WHILE DRIVING APPROXIMATELY 45 MPH, THE VEHICLE JERKED AND SHUT OFF WITHOUT WARNING. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHO DIAGNOSED THAT THE TRANSMISSION NEEDED TO BE REPLACED. THE CONTACT CALLED EDDIE TOURELLE'S NORTHPARK NISSAN (985-893-0079, LOCATED AT 955 N HWY 190, COVINGTON, LA 70433) AND WAS INFORMED THAT THEY WERE AWARE OF THE FAILURE AND IT WAS DUE TO THE TRANSMISSION. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 124,000. THE VIN WAS NOT PROVIDED.
- **NHTSA ID: 11132441 Incident Date October 1, 2016:** TL\* THE CONTACT OWNS A 2014 NISSAN ROGUE. WHILE ACCELERATING FROM A STOP, THE VEHICLE JUMPED AND THE TRANSMISSION LAGGED. THE DEALER WAS NOT CONTACTED. THE MANUFACTURER STATED THAT THERE WERE NO RECALLS ON THE VEHICLE REGARDING THE TRANSMISSION. THE CONTACT

ALSO STATED THAT THE VEHICLE STRAINED WHEN DRIVING ABOVE 70 MPH ON THE HIGHWAY. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE FAILURE MILEAGE WAS 24,000. \*TT\*JB

- **NHTSA ID: 11098274 Incident Date May 23, 2018:** TRANSMISSION WENT OUT WHILE TRAVELING ON INTERSTATE. 90,000 MILES ON CAR.
- **NHTSA ID: 11096877 Incident Date May 7, 2018:** CVT TRANSMISSION DEFECT. JERKING,SHUDDER, RPM VARY UP TO 3500 RPM WHEN IT SHOULD BE AR 2,000 RPM. SOMETIME IT QUILTS IN TRAFFIC. DOES THE SAME IN CITY,ON HIGHWAY,TRAFFIC HAZARD TO ME AND OTHER MOTORIST.
- **NHTSA ID: 11093652 Incident Date May 13, 2018:** THE CAR SHUDDERS AND JERKS WHILE ACCELERATING, CAUSING THE ENGINE TO STALL. IT STALLED ON THE INTERSTATE AND IN THE CITY. BOTH THEMES THE ENGINE STALLED, IT WAS ACCELERATING FROM A STOP.
- **NHTSA ID: 11013326 Incident Date August 2, 2017:** TRANSMISSION BEGAN JOLTING AND SHUTTERING THIS PAST WEEK AT ALL SPEEDS. WHEN ACCELERATING IT'S NOT AN ISSUE, HOWEVER , WHEN MAINTAINING SPEED THE RPMS INCREASES AND DECREASES AS THE TRANSMISSION SHIFTS UP AND DOWN. THIS CAUSES THE CAR TO SLOW ON THE FREEWAY AND ROADWAYS. IT FEEL VERY DANGEROUS.
- **NHTSA ID: 10965793 Incident Date March 13, 2017:** CVT TRANSMISSION IS SLIPPING AND SHACKING VIOLENTLY AT LOW SPEEDS
- **NHTSA ID: 10870850 Incident Date May 17, 2016:** NISSAN IS COVERING-UP A VERY SERIOUS AND ON-GOING PROBLEM WITH ITS CVT TRANSMISSION. I BOUGHT A 2014 NISSAN ROGUE NEW IN MAY 2014. THE VEHICLE NOW HAS 70,700 MILES ON IT. AFTER ONLY 24 MONTHS, THE CVT TRANSMISSION FAILED AND, ACCORDING TO THE LOCAL NISSAN DEALERSHIPS, I NEED A NEW TRANSMISSION AT A COST OF \$4,000. THE NISSAN DEALERSHIP IMPLIED (BUT WOULD NOT STATE DIRECTLY) THAT THERE IS A PROBLEM WITH NISSAN'S CVT TRANSMISSION WHICH HAS BEEN ON-GOING FOR 10+ YEARS. HOWEVER, MY CAR IS OUT OF WARRANTY AND I MUST PAY FOR THE NEW TRANSMISSION. THE TRANSMISSION SHOULD NOT FAIL AFTER 24 MONTHS. NISSAN SHOULD ADDRESS THE SYSTEMIC PROBLEM WITH ITS CVT TRANSMISSIONS AND EXTEND ITS WARRANTY FOR CVT TRANSMISSIONS AS IT DID IN 2010 FOR NISSAN VEHICLES IN MODEL YEARS 2003 TO 2010.
- **NHTSA ID: 10778560 Incident Date September 2, 2015:** THE ISSUE PRESENTS ITSELF WHEN THE TEMPERATURE IS ABOVE 90 DEGREES AND I HAVE BEEN DRIVING THE CAR FOR AT LEAST 20-30 MINUTES. WHEN THE CAR IS AT A COMPLETE STOP AND YOU TRANSITION FROM THE BRAKE TO THE GAS, THE

CAR DOES NOT IMMEDIATELY RESPOND. IT IS AS IF YOU ARE NOT PRESSING THE GAS PEDAL AT ALL. YOU CAN PRESS IT ALMOST ALL THE WAY TO THE FLOOR BEFORE THE CAR WILL RESPOND. WHEN IT STARTS TO OCCUR, IT IS CONSISTENT WITH OCCURRING EVERY TIME THE CAR COMES TO A STOP. THERE DOES NOT APPEAR TO BE ANY OTHER ISSUES WHILE THE CAR IS IN MOTION. THIS IS EXTREMELY DANGEROUS WHEN YOU ARE MAKING A LEFT OR RIGHT TURN OR ACCELERATING FROM A STOP LIGHT. I HAVE ALMOST BEEN REAR ENDED SEVERAL TIMES BECAUSE THE LIGHT HAS TURNED GREEN AND MY CAR WILL NOT IMMEDIATELY ACCELERATE. I TOOK THE CAR TO THE DEALER ON 9/15, ABOUT 2 WEEKS AFTER THIS STARTED. I WAS INFORMED THAT THIS MIGHT BE DUE TO THE FUEL PUMP RECALL. THEY REPLACED THE FUEL PUMP AND DROVE THE CAR WITHOUT EXPERIENCING ANY ISSUES. AS I WAS DRIVING HOME FROM THE DEALER THAT AFTERNOON, THE ISSUE PRESENTED ITSELF AGAIN. I CALLED THE DEALER AND WAS TOLD TO BRING THE CAR BACK THE FOLLOWING MORNING. THEY KEPT MY CAR FOR 3 DAYS. THEY WERE ABLE TO REPLICATE THE ISSUE AT THE DEALER WHILE CONNECTED TO A COMPUTER. THEY SPOKE TO NISSAN ENGINEERING AND SENT THEM THE FILES. NISSAN ENGINEERING DIDN'T KNOW THE CAUSE AND SAID TO "DRIVE IT UNTIL IT GETS WORSE". MY CAR WAS ALMOST AT THE END OF THE 36,000 MILE WARRANTY. THEY REPLACED A BRAKE SENSOR TO SEE IF THAT WORKED. I PICKED UP THE CAR AND BROUGHT IT BACK TO THE DEALER THE FOLLOWING WEEK WHEN THE ISSUE PRESENTED ITSELF AGAIN. THEY RECORDED MORE DATA TO SEND TO NISSAN. AGAIN, THEY REQUESTED MORE DATA FROM ME YESTERDAY. WHILE IN THE CAR WITH THE TECHNICIAN RECORDING THE ISSUE, MY CAR WOULD NO LONGER ACCELERATE OVER 20 MPH WHILE REVVING THE ENGINE. THIS CAR IS UNSAFE TO DRIVE.

- **NHTSA ID: 10563387 Incident Date January 7, 2013:** TL\* THE CONTACT OWNS A 2014 NISSAN ROGUE. THE CONTACT STATED THAT WHEN DEPRESSING THE ACCELERATOR PEDAL, THE VEHICLE WOULD NOT RESPOND UNTIL THE PEDAL WAS DEPRESSED APPROXIMATELY HALF WAY. THE VEHICLE WOULD THEN RAPIDLY ACCELERATE FOR SIXTY SECONDS BEFORE RETURNING TO NORMAL FUNCTION. THE CONTACT INDICATED THAT THE DEFECT WAS ONLY PRESENT AFTER THE ENGINE WAS WARM AND THE DEFECT WOULD RECUR INTERMITTENTLY. THE DEALER WAS UNABLE TO DUPLICATE THE FAILURE AND NO REPAIRS WERE PERFORMED. THE MANUFACTURER WAS NOTIFIED OF THE ISSUE. THE FAILURE MILEAGE WAS 300.
- **NHTSA ID: 11384219 Incident Date June 6, 2020:** CAR STOPS ACCELERATING RANDOMLY. SOME DAYS IT WON'T GO OVER 60MPH WHILE I'M ALREADY DRIVING ON THE THRUWAY. OTHER DAYS IT WILL DROP SPEED FROM 70 TO 60 AND I HAVE NO CONTROL OVER ACCELERATION. THIS ALWAYS HAPPENS ON THE HIGHWAY.

- **NHTSA ID: 11366972 Incident Date October 26, 2020:** I WAS TURNING ON A ROAD WITH A 50 MPH SPEED LIMIT AND MY CAR STARTED SHUDDERING AND THERE WAS WEAK ACCELERATION HAVING TROUBLE GETTING UP TO SPEED. I HAD PLENTY OF TIME TO MAKE THE TURN BUT THE CARS WEAK ACCELERATION CAUSED MY FAMILY TO BE IN AN UNSAFE CONDITION, WE COULD HAVE BEEN HIT. CAR VIBRATIONS, SHUDDERING, WEAK ACCELERATION, AND A LOUD NOISE WAS DETECTED IN THE CVT. I TOOK MY VEHICLE IN TO CHECK THE ISSUE, AND THE REPAIR SHOP STATED I WOULD NEED A NEW TRANSMISSION BECAUSE THESE TRANSMISSIONS HAVE A HISTORY OF PROBLEMS CAUSING A DRIVER AND PASSENGERS TO BE PUT AT RISK.
- **NHTSA ID: 11360909 Incident Date June 25, 2019:** THE VEHICLE SOME TIME SHAKES, SHUDDERS, NOISY AND SOME MORE... IT'S TRANSMISSION ISSUE AND THAT'S WHY WORRIED WHAT IS SOMETHING HAPPEN ON ROAD DURING DRIVING???
- **NHTSA ID: 11360450 Incident Date August 2, 2020:** JJERKY ON LOW SPEED AND SUDDEN HESITATION WHILE DRIVING ON FREEWAY
- **NHTSA ID: 11353298 Incident Date September 1, 2020:** THE NISSAN ROGUE 2013-2016 HAVE A BAD TRANSMISSION ISSUE ON THE CVT DRIVING ON THE HIGHWAY MY CAR GOT STUCK IN GEAR AND WOULD NOT DRIVE MY SISTER ALSO OWN A ROUGE SAME YEAR 2015 HER CAR TRANSMISSION GOT HER STUCK IN THE MIDDLE OF A CITY STREET
- **NHTSA ID: 1135270 Incident Date August 30, 2020:** 2015 NISSAN ROGUE CVT HAS BAD HESITATION WHEN ACCELERATING FROM A COMPLETE STOP. THIS BEGINS TO HAPPEN ONCE THE VEHICLE HAS BEEN DRIVEN IN STOP AND GO TRAFFIC FOR ABOUT A HALF HR.
- **NHTSA ID: 11351830 Incident Date July 7, 2020:** TOOK MY NISSAN TO MECHANIC AND HE TOLD ME THAT THE TRANSMISSION IS BAD AND I'VE JUST HAD THE CAR FOR LESS THAN 2 YEARS . I BOUGHT IT AND IT HAD 82,000 AND NOW AT 116,000 THE TRANSMISSION IS ALREADY BAD, THAT IS NOT RIGHT AT ALL. I BOUGHT THIS CAR THINKING I WOULDN'T HAVE NOTHING BUT REGULAR MAINTENANCE TO DO IN IT NOT A FREAKING \$3000 TO \$4000 MAYBE MORE TO PUT INTO IT. MY GOD I PAYED A LOT FOR THIS CAR AND NOW THE TRANSMISSION IS OUT OF IT . THAT'S UNCALLED FOR. NISSAN NEEDS TO STEP UP AND TAKE CARE OF THIS PROBLEM . WHEN I GET IN THE CAR AND START IT UP IT DOESN'T MAKE ANY LOUD SOUNDS THEN WHEN YOU PUT IT IN DRIVE AND ACCELERATE IT MAKES A LOUD ROARING SOUND. AS YOU ACCELERATE IT GETS LOUDER. I'M SO DISGUSTED WITH NISSAN . I WILL NEVER BUY ANOTHER NISSAN IN MY LIFETIME

- **NHTSA ID: 11341869 Incident Date July 7, 2020:** TL\* THE CONTACT OWNS A 2015 NISSAN ROUGE. THE CONTACT STATED THAT WHILE DRIVING AT AN UNDISCLOSED SPEED, THE CHECK ENGINE WARNING LIGHT ILLUMINATED. THE VEHICLE WAS TAKEN TO NISSAN 24 (1016 BELMONT ST, BROCKTON, MA 02301) WHERE THEY DIAGNOSED THE VEHICLE WITH A DEFECTIVE CVT TRANSMISSION. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND A CASE WAS FILED. THE MANUFACTURER OFFERED NO ADDITIONAL ASSISTANCE. THE FAILURE MILEAGE APPROXIMATELY 70,000.
- **NHTSA ID: 11340945 Incident Date July 19, 2020:** OUR CVT TRANSMISSION WENT OUT WHILE GOING 70 DOWN THE HIGHWAY. COMPLETELY OUT OF THE BLUE, NO PRIOR SYMPTOMS. NO ACCELERATION. ALMOST GOT INTO MULTIPLE ACCIDENTS. NISSAN WILL NOT PAY ANYTHING TO HELP US WITH THIS, DESPITE THE THOUSANDS OF SUBMITTED ISSUES WITH CVT TRANSMISSIONS. OUR FAMILY HAS 3 NISSANS AND 2 HAVE HAD CVT FAILURES. WE WILL NEVER BUY NISSAN'S AGAIN.
- **NHTSA ID: 11339436 Incident Date July 14, 2020:** MY CAR STARTED SHAKING WHILE IN REVERSE AND SLOW TO SHIFT GEARS WHILE ACCELERATING AT ABOUT 60K MILES I TOOK IT INTO MULTIPLE NISSAN DEALERSHIPS AND THEY TOLD ME THERE WAS NOTHING WRONG WITH MY CAR. I TOOK IT IN AGAIN AT 80K MILES AND THEY TOLD ME THAT I WAS ON THE WAY TO NEEDING A NEW TRANSMISSION AT 80K! AND THEY HAD SEEN LOTS OF OTHER CARS LIKE MINE BUT THE WARRANTY JUST LAPSED. NOW AT 98K MILES MY CHECK ENGINE LIGHT CAME ON AND I HAD THE CODE RAN TO FIND OUT IT IS THE TRANSMISSION. ANOTHER SIDE EFFECT IS MY GAS MILEAGE HAS DROPPED TO ABOUT 20 MILES TO THE GALLON HIGHWAY .
- **NHTSA ID: 11328205 Incident Date June 3, 2020:** I HAVE BEEN BRINGING MY VEHICLE INTO THE DEALERSHIP FOR 4 YEARS COMPLAINING OF THE TRANSMISSION MESSING UP. ( WON'T GO AT RED-LIGHT, SHUDDERS WHEN TAKING OFF, WEIRD NOISES). THEY ALWAYS JUST TEST DROVE IT SAID NOTHING WAS WRONG. I BROUGHT IT IN YESTERDAY FOR AN OIL CHANGE AND AGAIN COMPLAINED ABOUT TRANSMISSION. THE TECH COMES IN AND SAYS I NEED A NEW ONE AND IT HAD BEEN LIKE THAT FOR A WHILE. I BRING MY CAR THERE ALL THE TIME FOR SERVICE AND THEY LIE SAYING THEY CHECK EVERYTHING. NOW I NEED A NEW TRANSMISSION AND THEY WON'T HELP CAUSE THE WARRANTY IS UP BUT THEY WOULD NOT FIX IT WHEN I HAD THE WARRANTY. I WANT EITHER MY CAR FULLY FIXED OR MY MONEY BACK ON THE CAR. I CALLED CONSUMER AFFAIRS AND THEY SAID THEY CAN'T/WON'T HELP. \*TR
- **NHTSA ID: 11325891 Incident Date May 21, 2020:** LACK OR POWER,HESITATION WHILE ACCELERATING,MAKING WHINING NOISE AND IS SHUTTING OFF PLUS TOPPED WHEN I WAS DRIVING AND WAITING ON THE LIGHT

- **NHTSA ID: 11325261 Incident Date January 1, 2020:** MY NISSAN ROGUE'S TRANSMISSION STARTING SLIPPING AROUND 70,000 WHILE ACCELERATING FROM 20 -30 MILE PER HOUR
- **NHTSA ID: 11321460 Incident Date August 18, 2020:** VEHICLE WAS BOUGHT NEW, 77K MILES AND I EXPERIENCED SUDDEN SHAKING, SHUDDERING AND I TRIED TO AT LEAST GET IT HOME BUT IT WILL NOT ACCELERATE AT ALL. CVT TRANSMISSION ABSOLUTELY AND PREMATURELY QUIT ON ME! RIDICULOUS! GET IT TOGETHER NISSAN, LIVES ARE AT RISK WITH THIS!!
- **NHTSA ID: 11297127 Incident Date May 1, 2019:** CVT TRANSMISSION JERKS IN ECO MODE EACH TIME AFTER RELEASING THE GAS PEDAL, ALSO EVEN WHEN NOT USING ECO MODE THE GRINDING NOISE COMING FROM TRANSMISSION WHEN GOING DOWN THE HILL EVEN IF YOU'RE NOT APPLYING ON THE BRAKE PEDAL, ALSO FRONT PASSENGER SEAT VIBRATES WHEN IN DRIVE MODE AND HOLDING THE BRAKE PEDAL AT THE LIGHT, THE SUV HAS ONLY 33,500 MILES ON IT. IN MY OPINION ALL ISSUES ARE DUE TO MANUFACTURED FAULTY TRANSMISSION. ACCORDING TO MECHANICS CONSULTED WAS TOLD JATCO COMPANY THAT MAKES TRANSMISSION FOR NISSAN MAKES BAD CVT TRANSMISSIONS.

A FRIEND'S DAD OWNS A NISSAN ALSO AND HAD HIS CVT TRANSMISSION THAT WENT BAD REPLACED WITH A NEW PURCHASED CVT TRANSMISSION FROM NISSAN DEALERSHIP AND AFTER ABOUT 60,000 MILES HE'S HAVING TRANSMISSION ISSUES AGAIN.

- **NHTSA ID: 11292424 Incident Date December 28, 2019:** THE CAR SHAKES AT LOW SPEED. TRANSMISSION IS BAD.
- **NHTSA ID: 11292294 Incident Date December 16, 2019:** TL\* THE CONTACT OWNS A 2015 NISSAN ROGUE. WHILE DRIVING 50 MPH, THE VEHICLE JERKED WITHOUT WARNING. THE CONTACT TOOK THE VEHICLE TO FUCCILLO NISSAN (3893 NY-31, LIVERPOOL, NY 13090) FOR DIAGNOSTIC TESTING. THE VEHICLE WAS REPAIRED. THE DIAGNOSIS RESULTS WERE NOT PROVIDED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE FAILURE MILEAGE WAS 87,000. \*LN \*DT \*BF

CONSUMER WAS NOTIFIED THAT THE VEHICLE CODE WAS: P17F0 CUT JUDDER. THE VEHICLE WAS REPAIRED ON 01/16/20 AT TERRY'S TRANSMISSION (N. SYRACUSE, NY). \*DL\*JB

- **NHTSA ID: 1126587 Incident Date September 26, 2019:** 2015 NISSAN ROGUE, BROUGHT BRAND NEW, HAS 63,000 MILES. HAVING TRANSMISSION ISSUES FOR >9 MONTHS. I HAVE HAD NO PREVIOUS ISSUES UNTIL THEN. I CANNOT

DRIVE FOR MORE THAN 30+ MIN BEFORE MY VEHICLE STARTS STALLING AT STOPLIGHTS/STOP SIGNS. WHEN I GO TO ACCELERATE AFTER BRIEFLY STOPPING, THE CAR STUTTERS AND BUCKS UNTIL I PRESS HARDER ON THE ACCELERATION. THE STUTTERING GETS WORSE THE LONGER YOU DRIVE IT. THE SAFETY ISSUE WITH A CAR NOT PROPERLY ACCELERATING WHEN YOU NEED IT TO, IS CONCERNING. I HAVE TAKEN IT TO THE NISSAN DEALERSHIP MULTIPLE TIMES AND THEY CLAIM THEY CANNOT "DUPLICATE" THE ISSUE, WHILE THE TECHNICIAN ADMITTED TO EXPERIENCING MY COMPLAINT WHILE HE DROVE IT A FEW TIMES. THEY SAY NOTHING CAN BE DONE BECAUSE NO CODES ARE RENDERING A PROBLEM AND I HAVE TO WAIT FOR THE "PROBLEM" TO GET WORSE OR ULTIMATELY, UNTIL THE TRANSMISSION "GOES OUT" AS THE NISSAN REP TOLD ME.

- **NHTSA ID: 11252706 Incident Date August 26, 2019:** WHEN I STARTED MY CAR TO LEAVE WORK IT STARTED FINE. I PUT IT IN REVERSE BUT THERE WAS A DELAY OF A FEW SECONDS. THEN ANOTHER DELAY TO GO INTO DRIVE. THE NEXT DAY I HAD A DR APPOINTMENT I COULDN'T MISS SO I START MY CAR & THE SAME DELAYS. I GO TO LEAVE THE DR OFFICE & MY CAR WOULDN'T GO IN ANYWHERE. I SAT IN THE CAR IN DRIVE FOR 10 MINUTES & IT NEVER ENGAGED.
- **NHTSA ID: 11245760 Incident Date August 21, 2019:** TL\* THE CONTACT OWNS A 2015 NISSAN ROGUE. THE CONTACT STATED THAT THE VEHICLE JERKED, LUNGED, AND LOST POWER WHILE DRIVING VARIOUS SPEEDS. THE FAILURE OCCURRED WITHOUT WARNING. THE CONTACT STATED THAT THE VEHICLE RESUMED NORMAL OPERATION AFTER THE VEHICLE CAME TO A COMPLETE AND WAS TURNED OFF FOR AT LEAST 24 HOURS. THE DEALER AND MANUFACTURER WERE NOT NOTIFIED. THE CONTACT REFERENCED TECHNICAL SERVICE BULLETIN NUMBER: 15-084A. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 119,000.
- **NHTSA ID: 11229150 Incident Date June 1, 2019:** WHEN I SHIFT INTO DRIVE OR REVERCE IT TAKE A FEW SECONDS TO INGAGE
- **NHTSA ID: 11221596 Incident Date June 6, 2019:** TRANSMISSION FAILED AT 62912 MILES. SHUDDER, JERKING, POWER LOSS, WHINING NOISE, LURCHING. THE CAR "JUMPING" FORWARD ALMOST CAUSED ME TO HIT A CAR IN FRONT OF ME ON THE THOMAS JOHNSON BRIDGE DURING RUSH HOUR TRAFFIC. . THE SUDDEN POWER LOSS CAUSED GREAT CONCERN FOR SAFETY ON THE I-95 BELTWAY. I AM GRATEFUL NO ONE GOT HURT.
- **NHTSA ID: 11210685 Incident Date April 17, 2019:** TL\* THE CONTACT OWNS A 2015 NISSAN ROGUE. WHILE OPERATING THE VEHICLE, THERE WAS A HARD VIBRATION COMING FROM THE STEERING WHEEL. THE VEHICLE WAS

TAKEN TO STAR NISSAN (4020 172TH STREET, FLUSHING, NY 11358) WHERE IT WAS DIAGNOSED THAT THE CONTINUOUSLY VARIABLE TRANSMISSION CAUSED THE VIBRATION, WHICH WAS NORMAL. THE VEHICLE WAS TAKEN TO THE DEALER FOUR TIMES FOR THE FAILURE. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE APPROXIMATE FAILURE MILEAGE WAS 28,000

- **NHTSA ID: 11174944 Incident Date February 7, 2019:** WHEN DRIVING AND THE CAR HITS ~35MPH, THE CVT CONTINUOUSLY LOSES POWER AND BEGINS CAUSING VIBRATIONS AND SHUDDERING. CAR HAS ~64,000 MILES.
- **NHTSA ID: 11121087 Incident Date August 19, 2018:** VEHICLE LOSES POWER. THIS IS RANDOM BUT THE ESP LIGHT IS ALWAYS ON WHEN IT HAPPENS. THIS PROBLEM IS WORSE ON INCLINES. THE CAR WILL NOT MOVE. CAR HESITATES WHEN TRYING TO ACCELERATE. YOU CAN HAVE THE GAS PEDAL ALL THE WAY TO THE FLOOR AND THE CAR WON'T GO, OR BARELY MOVES.
- **NHTSA ID: 11092037 Incident Date April 29, 2018:** 86,000 AND THE CVT TRANSMISSION NEED TO BE REPLACED/REBUILT. I HAVE SPOKEN WITH SEVERAL SHOPS AND THIS CVT TRANSMISSION ON THE 2016 NISSAN ROGUE IS KNOWN FOR HAVING PROBLEMS AND COMMONLY HAS TO BE REPLACED. COST OVER \$3000
- **NHTSA ID: 11044480 Incident Date September 28, 2017:** AFTER DRIVING IN CITY TRAFFIC ALL DAY THE ROGUE WOULD NOT MOVE AS I WAS HEADING HOME FOR THE DAY. I BOUGHT THE ROGUE NEW IN 2015 AND IN OCTOBER 2016 THIS HAPPENED. TOOK TO A DEALERSHIP AND WORK WAS DONE. CAR OK UNTIL:

SEPTEMBER 2017 THE ROGUE WAS SHIFTING LATE AND NOT DOWN SHIFTING GOING DOWNHILL. TOOK IT BACK TO DEALERSHIP. NISSAN SAID JUST TO DRAIN SOME OF THE TRANSMISSION FLUID AND PUT IN NEW TRANSMISSION FLUID.

- **NHTSA ID: 11000299 Incident Date June 5, 2017:** WHEN THE TEMPERATURE IS OVER 90 DEGREES AND THE CAR HAS BEEN RUNNING FOR AT LEAST 10 MINUTES THE CAR HAS ACCELERATION ISSUES. WHEN AT A FULL STANDSTILL SUCH AS AT A STOPLIGHT THE CAR WILL NOT ACCELERATE QUICKLY AND RESPOND TO PEDAL PRESSURE. WHEN THE PEDAL IS FLOORED AND TRYING TO START AGAIN IT HAS A LONG DELAY LIKE THE TRANSMISSION IS IN A HIGH GEAR OR IS OVERHEATED. I KNOW THERE HAVE BEEN MANY ISSUES ONLINE ABOUT THE CVT OF THE ROGUE. THIS ONLY SEEMS TO HAPPEN WHEN IT IS HOT OUT. THERE ARE ALSO ISSUES WHEN GOING UP AN INCLINE IN HOT TEMPERATURE THE CAR DOES NOT RESPOND TO PEDAL PRESSURE AND ACCELERATION. THIS IS A SAFETY



ISSUE IN THAT WHEN TRYING TO TURN LEFT AT A LIGHT I EXPECT MY CAR TO GO AND NOT STUTTER AND THERE HAVE BEEN MANY CLOSE CALLS TO BEING BROADSIDED.

- **NHTSA ID: 10920174 Incident Date August 15, 2016:** TL\* THE CONTACT OWNS A 2015 NISSAN ROGUE. AFTER APPLYING THE BRAKES ABRUPTLY TO AVOID A COLLISION AND ATTEMPTING TO ACCELERATE, THE VEHICLE LOST POWER. IN ADDITION, THE ACCELERATOR PEDAL WAS DEPRESSED, BUT THE VEHICLE FAILED TO ACCELERATE AND INCREASED IN RPMS. THE FAILURE RECURRED ON NUMEROUS OCCASIONS. THE VEHICLE WAS TAKEN TO A DEALER WHO WAS UNABLE TO DIAGNOSE OR REPAIR THE VEHICLE. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 7,000. UPDATED 01/11/2017\*CT
- **NHTSA ID: 10865144 Incident Date June 20, 2015:** TRANSMISSION WAS REPLACED WITHIN 6 MONTHS OF HAVING THE CAR. THEY ALSO ADJUST IDLE SPEED WITHIN A MONTH OF HAVING THE CAR AND ALSO HAD ISSUES WITH POWER SOCKETS. CAR MAKES RATTLE NOISE WHEN ACCELERATING AND MAKE LESS GAS MILAGE THAN AVERAGE . THEY HAD REPROGRAMMED THE TCM ALREADY. THEY ALSO CHANGED THE SHIFTER . THEY HAD ADJUST BOTH FRONT BRAKE BACKING PLATES. I WON'T RECOGNIZE THE SMART KEY SOMETIMES. THEY REPLACED ONE HEADLIGHT ALREADY. IT HAS SEVERAL RECALLS.
- **NHTSA ID: 10839975 Incident Date December 4, 2014:** THERE IS A VIBRATION NOTICEABLE IN THE FLOOR, PEDALS AND STEERING WHEEL AT AROUND 1250 ENGINE RPM WHENEVER THE CAR SPEED IS STEADY. IT CORRESPONDS TO ABOUT 45-50 MPH WHEN DRIVING IN ECO MODE. IT HAPPENS WHILE CRUISING AT STEADY SPEEDS ON STRAIGHT OR CURVED ROADS. I HAVE COMPLAINED TWO OR MORE TIMES TO THE DEALER AND NISSAN USA AND THE ONLY REPLY I HAVE RECEIVED IS THAT IT IS NORMAL FOR THAT MODEL. OTHER OWNERS HAVE REPORTED THIS PROBLEM ON INTERNET FORUMS. I AM AFRAID THIS VIBRATION WILL AFFECT THE LONG TERM RELIABILITY OF THIS CAR.
- **NHTSA ID: 10779181 Incident Date September 26, 2015:** I WAS DRIVING HOME FROM WORK ONE EVENING, AND SINCE THE OTHER VEHICLES WERE PASSING ME ON THE FREEWAY. I DECIDED TO CHANGE FROM "ECO" MODE TO "SPORT" MODE BECAUSE THE ACCELERATION IS MORE RESPONSIVE AND SMOOTH. WHEN I DID THIS I HIT 3 RPM'S AND TRAFFIC WAS SLOWING DOWN SO I APPLIED THE BRAKES AND THE NEEDLE JUST STEADILY SHOOK AT 3 RPM'S AND I COULD HEAR THE ENGINE REVING AND ACCELERATING AS I WAS PUSHING THE BREAKS. SO JUST TO MAKE SURE I KNEW WHAT I EXPERIENCED WAS TRUE I MOVED ALL THE WAY TO THE LEFT LANE. THEN PROCEEDED TO ACCELERATE UP TO 3 RPM'S AND SURE ENOUGH WHEN I APPLIED THE BRAKES IT CONTINUED TO ACCELERATE. I REPEATED THIS 4

MORE TIMES. THEN THE RPM FINALLY CAME BACK DOWN. WHAT I TRIED TO EXPLAIN TO THE SERVICE DEPARTMENT IS YES "SPORT" MODE DOES KEEP RPM'S HIGH I LIKE THAT THAT'S THE REASON WHY I DRIVE IN THAT MODE ON THE FREEWAY. THE ISSUE IS THEY'RE SUPPOSED TO COME DOWN AND NOT REV WHENEVER I PUSH THE BRAKES. I DON'T KNOW IF THIS IS EXCLUSIVE TO MY VEHICLE OR NOT. I JUST DON'T WANT TO BE IN AN ACCIDENT DUE TO THE FACT OF A DETERIORATED FAULTY SYSTEM IN THE VEHICLE.

- **NHTSA ID: 10678846 Incident Date January 13, 2015:** MY NISSAN ROGUE HAS A VIBRATION DEFECT, TOOK TO WHARTON AUTO GROUP IN PARKERSBURG W VA THIS IS THE DEALER THAT I PURCHASED ROGUE FROM , DON'T KNOW IF THIS PROBLEM IS A SAFETY DEFECT . DEALERSHIP SAYS THERE IS NO FIX. DEFECT OCCURS FROM 10 MPH UP .. \*TR
- **NHTSA ID: 10672112 Incident Date January 13, 2015:** MY CAR STARTED TO REV TO OVER 4000 RPMS AT 30 MPH IT WAS LIKE IT WAS STOCK IN LOW FOR OVER 3 MILES I HAD TO PULL OVER STOP THE CAR AND TRY IT AGAIN I WAS UNABLE TO GET IT TO RUN NORMAL I TOOK IT RIGHT TO NISSAN SERVICE THEY CHECKED THE CAR OUT TOLD ME NOTHING WAS WRONG WITH IT. THEY ASKED ME IF I HAD IT IN LOW I TOLD HIM THAT A BIG D WAS SHOWING SO IT WAS IN DRIVE AND I WAS TOLD THEY SEE THAT AT ABOUT 40,000 MILES THEY WOULD NOT GIVE AND PAPER WORK FOR THE SERVICE THAT WAS DONE IF ANY. THERE IS PROBLEM WITH THE TRANSMISSION THIS IS THE 2ND TIME IT HAPPENED TO ME BUT IT CLEARED UP AFTER A LITTLE.
- **NHTSA ID: 10668154 Incident Date December 6, 2014:** TL\* THE CONTACT OWNS A 2015 NISSAN ROGUE. THE CONTACT STATED THAT WHILE DRIVING AT APPROXIMATELY 10 MPH FROM A STOP SIGN, THE ENGINE BEGAN TO REV AND THE VEHICLE FAILED TO ACCELERATE OVER 10 MPH. IN ADDITION, THE VEHICLE STALLED. THE VEHICLE WAS RESTARTED BUT FAILED TO DRIVE OR REVERSE. THE VEHICLE WAS TOWED TO THE DEALER, WHO DIAGNOSED THAT THE TRANSMISSION NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE VIN WAS UNAVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 500.
- **NHTSA ID: 10662439 Incident Date December 4, 2014:** THE CAR REVS UP TO 5 RPMS AT 60MPH LIKE ITS STUCK IN NEUTRAL. NEED TO TAKE THE FOOT OFF THE GAS GET DOWN TO 50MPH AND WAS ABLE TO GET IT BACK UP TO 65MPH. I DID THIS IN RUSH HOUR TRAFFIC. I WAS AFRAID THE PERSON BEHIND WAS GOING TO HIT TO CHANGE SPEEDS SO FAST. NISSAN LOOKED AT THE CAR TODAY AND SAID THERE WASN'T AN ISSUE AND I NEEDED TO DO THAT TO LET THE TRANSMISSION CATCH UP. NEVER HEARD OF SUCH A

THING. MY LAST NISSAN AT 98K DIED BECAUSE OF THE TRANSMISSION. BEFORE IT DIED IT WAS DOING THE SAME THING. \*TR

- **NHTSA ID: 11386228 Incident Date August 19, 2020:** WHEN IN GEAR (DRIVE, REVERSE, LOW) THE CAR WILL VIBRATE CONSTANTLY AS WELL AS AT A STOP NOT JUST WHILE DRIVING. THE SEATS ARE CONSTANTLY MOVING (VIBRATING, CREAKING WHILE TURNING) WHEN SPEEDING UP IT HESITATES TO SHIFT OR SHIFTS ROUGH.
- **NHTSA ID: 11385290 Incident Date November 15, 2020:** HE TRANSMISSION ON THIS CAR BEGAN SLIPPING AND REFUSED TO GO INTO GEAR. IT CLUNKED AND BUCKED ALONG AT LOW SPEEDS. ONCE IN DRIVE IT WAS FINE, BUT WOULD NOT GO INTO ANOTHER GEAR. WE WERE ABLE TO GET IT HOME AND THERE IS HAS SAT UNTIL 12/28/20 WHEN WE WERE ABLE TO GET IT TOWED. WHEN WE TRIED TO GET IT INTO GEAR, IT WOULD NOT MOVE FROM PARK TO NEUTRAL EVEN. WE DID NOT GO TO A DEALER AS THEY WERE TWICE AS FAR AS THE MECHANIC WE FOUND. NISSAN REFUSED TO CONSIDER A RECALL OR ISSUE EVEN WITH A SETTLED LAWSUIT ON OTHER CVT TRANSMISSIONS. THEY WOULDN'T EVEN PAY FOR THE TOW AND SIMPLY SAID "SORRY".
- **NHTSA ID: 11384163 Incident Date November 27, 2020:** WAS DRIVING CAR AND TRANSMISSION DIED IN THE MIDDLE OF THE ROAD. HAD TO HAVE IT TOWED TO REPAIR SHOP AND NEEDS A NEW TRANSMISSION. NISSAN ONLY COVERS UP TO 60000 MILES AND I AM OVER THAT SO IF IS COSTING ME \$5000 TO REPLACE IT
- **NHTSA ID: 11372855 Incident Date November 3, 2020:** TL\* THE CONTACT OWNS A 2016 NISSAN ROGUE. THE CONTACT STATED WHILE DRIVING AT AN UNDISCLOSED SPEED, THE VEHICLE SHUDDERED AND JERKED WHILE THE GEAR SHIFTER FAILED TO SHIFT. THE CONTACT ATTEMPTED TO RESTART THE VEHICLE HOWEVER, THE VEHICLE CONTINUED TO EXHIBIT THE SAME FAILURE. THE TRACTION CONTROL WARNING LIGHT WAS ILLUMINATED. THE VEHICLE WAS TOWED TO FOX NISSAN OF GRAND RAPIDS (4430 28TH ST SE, GRAND RAPIDS, MI 49512, (616) 942-8040) BUT WAS NOT DIAGNOSED NOR REPAIRED THE MANUFACTURER WAS CONTACTED AND INFORMED OF THE FAILURE. THE CONTACT WAS REFERRED TO THE LOCAL DEALER HOWEVER, NO FURTHER ASSISTANCE WAS PROVIDED. THE FAILURE MILEAGE WAS 108,000.
- **NHTSA ID: 11362232 Incident Date September 1, 2020:** ROGUE TURNED OFF WHILE DRIVING ON A MAIN ROAD. NO CHECK ENGINE LIGHTS WERE ON. VEHICLE THEN WOULD SLOWLY SHUTTER AND AFTER A WEEK WOULD SHUTTER EVEN MORE BETWEEN 20-45 MPH. AFTER 60 MPH, THE CAR WOULD STRART TO REV ON ITS OWN WHILE I WAS DRIVING. IT ALSO STARTING HUMMING WITH ACCELERATION AND RATTLE WHEN I WOULD LET GO OF

THE GAS PEDAL. SHIFTING INTO REVERSE WOULD TAKE MORE THAN 10 SECS TO SHIFT, AND SAME WITH GOING INTO DRIVE. THE WARMER THE CAR WAS, THE MORE IT SHUTTERED.

- **NHTSA ID: 11359775 Incident Date September 18, 2020:** WHILE DRIVING ON THE ROAD, MY VEHICLE SUDDENLY EXPERIENCED ISSUES WITH ITS CVT. THE VEHICLE WAS OVERWORKING AND IN 4TH GEAR GOING 20 MPH ON A RURAL ROAD. THIS OCCURRED WITHIN A MONTH AFTER AN INSPECTION, WITH MY VEHICLE PASSING WITH FULL MARKS. THE NISSAN CVT IS FLAWED AND SHOULD BE RECALLED.
- **NHTSA ID: 11354367 Incident Date September 31, 2020:** NOTICED VEHICLE WAS HAVING TROUBLE WHEN INTERMITTENT PAUSES OCCURED WHILE DRIVING ON THE HIGHWAY. I WAS WORRIED ABOUT THE CONDITION OF MY CAR, SO LIMITED MY DRIVING TO CLOSE IN-TOWN TRIPS UNTIL I COULD GET IT TO THE DEALERSHIP FOR SERVICE. DROVE 2 MILES YESTERDAY (09/10/20) AND IT STARTED JUTTING AND IS NO LONGER SAFE TO DRIVE.
- **NHTSA ID: 11349346 Incident Date July 17, 2020:** I FIRST NOTICED THIS WHILE DRIVING HOME ON MY STREET WITH A SPEED LIMIT OF 45 IT HAPPENED WHEN I WAS ACCELERATING AND FROM THEN ON IT WOULD HAPPEN RANDOMLY. EITHER ON THE HIGHWAY, A CITY STREET, STARTING FROM A COMPLETE STOP MY CAR STARTED TO JUMP, SHUDDER/SHAKE, STALL, AND VIBRATE, WHICH HAD NEVER HAPPENED BEFORE. THERE WILL BE TIMES WHERE I AM PUT IN A DANGEROUS SITUATION AS I CANNOT CONTROL THE CARS ACCELERATION AND IT WILL SPEED UP VERY RAPIDLY OR NOT ALLOW ME TO SPEED UP AT ALL. I HAVE AN APPOINTMENT WITH THE NISSAN ROUGE DEALERSHIP NEAREST TO ME ON 8/20/2020 AND I WILL KEEP THE INFORMATION FROM THIS APPOINTMENT IN MY RECORDS.
- **NHTSA ID: 11343692 Incident Date August 6, 2020:** 2016 NISSAN ROUGE, 84, 000 MILES. VEHICLE BEGAN HAVING TROUBLE SHIFTING GEARS WHILE DRIVING IT. SHUDDERING AND JERKING. RPM'S FLUCTUATING ALL OVER THE TACH. CHECK ENGINE LIGHT CAME ON. I TOOL IT TO MY MECHANIC TO PULL THE CODES, WHICH THEY DID, AND THEY REFERRED ME TO THE DEALERSHIP. ON MY WAY HOME, DURING WHICH THE VEHICLE COULD GO NO MORE THAN 25 MILES AN HOUR, IT COMPLETELY LOST POWER ON A SMALL INCLINE. REVERSE AND DRIVE DID NOT WORK. I HAD TO HAVE SOMEONE PUSH THE CAR BACK OUT OF THE INTERSECTION IT WAS STUCK IN. I HAD TO HAVE IT TOWED. PROBLEM IS THE CVT TRANSMISSION.
- **NHTSA ID: 11341730 Incident Date August 24, 2020:** DEFECTIVE TRANSMISSIONS JERK, STALL, SHUDDER, HESITATE, AND EVEN SUFFER FROM PREMATURE TRANSMISSION FAILURE. UNEXPECTED SURGE OF POWER FROM THE ENGINE. I CARRIED IT IN THE NISSAN CROSSROADS WAKE FOREST NC. THEY TOLD ME CVT UNIT NEEDS REPLACING.

THE VEHICLE LEFT ME STRANDED ON INTERSTATE 40 DRIVING BACK FROM MORRISVILLE NC FROM WORK. AFTER SEVERAL TRIES I FINALLY GOT IT TO THE DEALERSHIP AT 11PM LEAVING ME STALLED AGAIN . I COULD HAVE CAUSED AN ACCIDENT.

THE VEHICLE ONLY HAS 92,612 MILES. NISSAN WON'T TAKE ANY INTEREST IN PAYING FOR THE REPAIRS EVEN THOUGH THEY HAVE HAD LAWSUITS ALONG WITH MULTIPLE COMPLAINTS ABOUT THEIR CVT TRANSMISSION.

I'M A SINGLE MOM WORKING DURING THIS COVID VIRUS TO SHIPPER MYSELF AND MY CHILD WITH NO OTHER INCOME. THIS VEHICLE IS TOO NEW TO HAVE THESE PROBLEMS. I HAVE TO DRIVE AN HOUR TO WORK AND AN HOUR BACK. I NEED A VEHICLE ASAP . I'M STILL LOCK IN PAYMENTS WITH THIS VEHICLE AND CANNOT AFFORD TO TRADE WITH THIS VEHICLE MALFUNCTIONING.

- **NHTSA ID: 1133752 Incident Date July 15, 2020:** PREMATURE FAILURE OF CVT TRANSMISSION

OTHER ROUGE COVERED TO 120,000 MILES

- **NHTSA ID: 11337747 Incident Date June 2, 2020:** CAR BEGAN LOSING POWER WHEN ACCELERATING AND SHUTTERING BEFORE FINALLY CATCHING GEAR AND MOVING. CAR WOULD ALSO EXHIBIT A "WHINING OR WHIRLING" NOISE WHEN ACCELERATING. EVENTUALLY THE CAR BEGAN VIBRATING FROM THE BACK END AT APPROXIMATELY 60 MPH. TOOK CAR TO ABC NISSAN IN PHOENIX AND THEY DIAGNOSED WITH FAILING REAR DIFFERENTIAL. WAS ADVISED TO CONTACT NISSAN CUSTOMER CARE AS CAR WAS 4 YEARS OLD AND 70,000 MILES. CUSTOMER CARE DRAGGED OUT A "NOTHING WE CAN DO FOR YOU" RESPONSE" FOR NEARLY 1 MONTH. THIS IS A VERY DANGEROUS PROBLEM WHEN TURNING INTO TRAFFIC AS INTERMITTENTLY, THE CAR WILL NOT ACCELERATE WHEN MAKING A TURN.I AM WORRIED NOW THAT THE NOTORIOUS CVT TRANSMISSION WILL GO OUT NEXT.
- **NHTSA ID: 11337369 Incident Date June 24, 2020:** TOOK CAR IN TO DEALER DUE TO NOISE, CORPORATE INVESTIGATOR NEEDED TO COME IN TO REVIEW, AND REPLACED TRANSFER CASE. UPON PICKING CAR UP, NOISE STILL THERE AND UPON FURTHER INSPECTION CVT TRANSMISSION ASSEMBLY REPLACED. UPON PICKING UP THIRD TIME, GRINDING NOISE EASILY HEARS WHEN ACCELERATING. ALL ISSUES OCCURRED WHILE DRIVING, AND LUCKILY TRANSMISSION DID NOT FAIL. CONCERN NOT ONLY ABOUT TRANSMISSION ISSUE PREVALENT IN OTHER NISSAN MODELS INCLUDING OLDER ROGUES, BUT DEALER CONTINUING TO RETURN VEHICLE WHEN

EASILY DISCERNIBLE TO NON-MECHANIC THAT ISSUES HAVE NOT BEEN CORRECTED.

- **NHTSA ID: 11330135 Incident Date June 20, 2020:** WHEN I PUSH THE GAS THE CAR BARELY MOVES - LITERALLY - AND THEN IT WILL GO ALL THE SUDDEN. IT HAS ALMOST CAUSED MULTIPLE ACCIDENTS BECAUSE I CAN FIND NO RHYME OR REASON TO WHEN IT WILL HAPPEN.
- **NHTSA ID: 11329905 Incident Date June 10, 2020:** BAD CVT TRANSMISSION
- **NHTSA ID: 11329627 Incident Date June 18, 2020:** EVERY TIME I ACCELERATE MY CAR IDLES HIGH AND IS SLUGGISH. \*TR
- **NHTSA ID: 11326827 Incident Date September 12, 2019:** AT ABOUT 58000 MILES SEPT 2019 I FIRST NOTICED ISSUES WITH ACCELERATION AND NOISE. I WAS ABOUT TO GO OUT OF TOWN AND WAS AFRAID TO GET ON THE HIGHWAY. I TOOK MY CAR TO NISSAN OF BOWIE. THE SERVICE REPRESENTATIVE SAID THERE WERE NO CODES ACTIVATED AND NO RECALLS ON THE CAR. HE GAVE ME A LIST OF OTHER CONCERNS FOR MY CAR (BRAKES, ROTORS, AND TIRES). I LEFT THE DEALERSHIP AND DID NOT DRIVE OUT OF TOWN AS PLANNED. MY HUSBAND REPLACED MY ROTORS, BRAKES, AND TIRES. STILL THE CAR WAS SHAKY. NEXT TRIP OUT OF TOWN WAS IN MAY 2020. MY CAR STALLED OUT WHILE WE WERE ON THE HIGHWAY TO VISIT MY FAMILY IN KENTUCKY. WE WERE AN HOUR AWAY FROM OUR HOTEL AND DROVE EXTREMELY SLOW. NO DEALERSHIPS WERE OPEN ON SUNDAY. WE TOOK MY CAR TO COYLE NISSAN IN SOUTHERN INDIANA. THIS TIME THE CHECK ENGINE LIGHT WAS ON. THEY EXPLAINED THAT THE TRANSMISSION WAS COMPLETELY TRASHED AND OUT OF WARRANTY. I TRIED TO SEE IF MY INSURANCE COMPANY WOULD COVER IT. A SERVICE TECHNICIAN AT THIS LOCATION TOLD MY INSURANCE COMPANY THERE IS NOTHING I COULD HAVE DONE TO DAMAGE THE TRANSMISSION. IT GOES OUT ON ITS OWN. THE CVT TRANSMISSIONS HAVE HAD THIS PROBLEM FOR YEARS. I CALLED THE NISSAN WARRANTY PEOPLE TO GET SUPPORT. THEY AGREED TO PAY PARTS AND NOT LABOR. WHILE I WAS STRANDED OUT OF TOWN AND STUCK IN A HOTEL, I HAD TO PAY 2000 DOLLARS FOR LABOR TO GET BACK ON THE ROAD AND RETURN TO MARYLAND. I FILED A BBB AUTOLINE COMPLAINT AND THEY SAID THEY ONLY HELP WITH CARS LESS THAN 3 YEARS OLD. MY SECOND TRANSMISSION WAS PUT IN ON MAY 14TH AND WENT OUT LESS THAN TWO WEEKS LATER ON MAY 27TH. I NOTICED ISSUES THIS TIME AS SOON AS WE HEADED TO MARYLAND. IT STALLED OUT COMPLETELY WHILE I WAS ON THE HIGHWAY AGAIN. THIS CAR IS NOT SAFE. I AM STILL MAKING PAYMENTS ON THIS CAR AND AM ON A THIRD TRANSMISSION. THERE WAS A CLASS-ACTION LAWSUIT AGAINST NISSAN FOR THE EXACT TRANSMISSION IN 2019 ON OTHER MODELS. \*TR

- **NHTSA ID: 11325266 Incident Date March 4, 2020:** TL\* THE CONTACT OWNS A 2016 NISSAN ROGUE. THE CONTACT STATED THAT WHILE AT A STOP LIGHT AND ATTEMPTING TO MOVE FROM THE STOPPED POSITION, THE ACCELERATOR PEDAL WAS DEPRESSED HOWEVER, THE VEHICLE LOSS POWER AND HESITATED. THE CONTACT ALSO STATED THAT THE VEHICLE WAS SLOW TO MOVE OFF FROM A STOP. THE VEHICLE WAS TURNED OFF AND RESTARTED AND OPERATED AS INTENDED. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC BUT WAS NOT DIAGNOSED NOR REPAIRED. THE INDEPENDENT MECHANIC INFORMED THE CONTACT TO CONTACT THE LOCAL DEALER FOR ASSISTANCE. A DEALER WAS NOT CONTACTED. THE MANUFACTURER WAS CONTACTED AND INFORMED OF THE FAILURE. THE CONTACT WAS INFORMED THAT NEITHER THE DIAGNOSTIC TEST NOR THE REPAIR WERE COVERED UNDER THE VEHICLE WARRANTY. THE FAILURE MILEAGE WAS APPROXIMATELY 64,000.
- **NHTSA ID: 11325266 Incident Date March 4, 2020:** TL\* THE CONTACT OWNS A 2016 NISSAN ROGUE. THE CONTACT STATED THAT WHILE AT A STOP LIGHT AND ATTEMPTING TO MOVE FROM THE STOPPED POSITION, THE ACCELERATOR PEDAL WAS DEPRESSED HOWEVER, THE VEHICLE LOSS POWER AND HESITATED. THE CONTACT ALSO STATED THAT THE VEHICLE WAS SLOW TO MOVE OFF FROM A STOP. THE VEHICLE WAS TURNED OFF AND RESTARTED AND OPERATED AS INTENDED. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC BUT WAS NOT DIAGNOSED NOR REPAIRED. THE INDEPENDENT MECHANIC INFORMED THE CONTACT TO CONTACT THE LOCAL DEALER FOR ASSISTANCE. A DEALER WAS NOT CONTACTED. THE MANUFACTURER WAS CONTACTED AND INFORMED OF THE FAILURE. THE CONTACT WAS INFORMED THAT NEITHER THE DIAGNOSTIC TEST NOR THE REPAIR WERE COVERED UNDER THE VEHICLE WARRANTY. THE FAILURE MILEAGE WAS APPROXIMATELY 64,000.
- **NHTSA ID: 11324042 Incident Date March 10, 2020:** THIS VEHICLE SPONTANEOUSLY HESITATES UPON PRESS OF THE HAS PEDAL. \*TR
- **NHTSA ID: 11320350 Incident Date April 3, 2020:** BEARING WORN OUT IN TRANSMISSION AT 67000 MILES; THE ONLY WARNING I HAD WAS A NOISE COMING FROM UNDER THE CAR WHEN CAR WAS IN MOTION SOUNDED LIKE THE SPIN CYCLE OF A WASHING MACHINE, NO NOISE HEARD WHEN CAR WAS STOPPED NO WARNING LIGHT ON THE DASH BOARD BUT HAD TO REPLACE ENTIRE TRANSMISSION
- **NHTSA ID: 11301259 Incident Date January 18, 2020:** BOUGHT THIS CAR FOR OUR 16 YEAR OLD DAUGHTER TO DRIVE. IT HAS 16,000 MILES ON IT. IT HAS STARTED SHUTTERING AND LURCHING UPON ACCELERATION. AT ONE POINT SHE WAS DRIVING IT ON A BUSY FOUR LANE HIGHWAY AND IT STARTED LURCHING AND THE CAR DIED IN THE MIDDLE OF THE HIGHWAY. LUCKILY SHE WAS ABLE TO MOVE TO THE SHOULDER. THIS IS A MAJOR

SAFETY ISSUE. WE TOOK THE CAR TO THE DEALERSHIP AND THEY UPDATED THE SOFTWARE. MY HUSBAND WENT TO PICK IT UP AND IT DID IT AS HE WAS LEAVING THE DEALERSHIP. HE IMMEDIATELY TURNED AROUND AND LEFT THE VEHICLE AGAIN. THEY ARE SAYING THAT IT MAY BE THE BELT INSIDE THE TRANSMISSION.

- **NHTSA ID: 11300472 Incident Date January 20, 2020:** SITTING IN HEAVY TRAFFIC ON THE INTERSTATE, TRAFFIC WAS MOVING VERY SLOW (STOP AND GO) AS I DEPRESSED THE GAS PEDAL THE CAR BEGAN TO SHUDDER AND JOLT. I RELEASED THE GAS PEDAL AND TRIED AGAIN AND RECEIVED THE SAME RESULT. ONCE I WAS ABLE TO ACCELERATE MORE I WAS ABLE TO CONTINUE. I THEN TOOK MY VEHICLE TO MY MECHANIC WHERE HE EXPLAINED MY TRANSMISSION WAS GOING TO STOP WORKING AND I WILL NEED A NEW TRANSMISSION. HE HAD A MACHINE THAT WAS HOOKED UP TO MY VEHICLE SHOWING THE CVT CODE. I DID NOT THINK TO ASK FOR A COPY OF THE READ OUT.
- **NHTSA ID: 11278314 Incident Date July 10, 2019:** TL\* THE CONTACT OWNS A 2016 NISSAN ROGUE. THE CONTACT STATED THAT THE TRANSMISSION VIBRATED WHILE DRIVING 30 TO 60 MPH. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE VEHICLE WAS TAKEN TO AN UNKNOWN DEALER WHO STATED THAT THE TRANSMISSION VIBRATION WAS NORMAL. THE VEHICLE WAS EQUIPPED WITH A CONTINUOUSLY VARIABLE TRANSMISSION. ON ONE OCCASION, THE RPMS INCREASED WHEN THE GEAR WAS SHIFTED. THE MANUFACTURER WAS CONTACTED AND PROVIDED CASE NUMBER: 37751621. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE FAILURE MILEAGE WAS 46,000.
- **NHTSA ID: 11222944 Incident Date June 14 2019:** I PURCHASED A 2016 ROGUE SV (VIN [XXX], I HAVE HAD NOTHING BUT PROBLEMS WITH THIS VEHICLE SINCE I BROUGHT IT HOME. I HAD THE HEAD UNIT REPLACE NO LESS THAN 4 SEPARATE TIMES BECAUSE IT WOULD STOP WORKING AND GO BLACK. THE CAR HAD LESS THAN 10,000 MILES ON IT. I WAS TOLD IT WAS BEING REPLACED WITH A "BRAND NEW UNIT". THE DEALERSHIP FORGOT TO TRANSFER MY XM SUBSCRIPTION TO THE NEW UNIT, SO WHEN I CALLED TO ACTIVATE I FIND OUT NOT ONLY IS IT NOT NEW, ITS 4 YEARS OLDER THAN THE CAR I OWN. WHILE REPLACING THIS THE TECHNICIANS DESTROYED THE SURROUNDING TRIM.

LAST JUNE MY CAR STARTED STALLING OUT, THIS HAPPENED ON MULTIPLE OCCASIONS. THE ENGINE DIED BUT THE ELECTRICAL COMPONENTS STAYED ON. IT HAS DIED AT GAS STATIONS, STOP LIGHTS AND PULLING ONTO A ROADWAY. IT CONTINUES TO SHUDDERS AT STOP LIGHTS. NISSAN WAS UNABLE TO REPLICATE THE EVENTS SO I WAS TOLD TO TAKE IT HOME.



LAST WEEK MY ROGUE BEGAN TO PUSH 6000 RPMS WHILE ON THE HIGHWAY, PEDAL TO THE FLOOR AND I NEVER MADE IT ABOVE 45MPH. DURING THIS EVENT THE CAR WOULDN'T GO BELOW 4000RPMS, THIS EVENT LASTED ABOUT 30MINS. THIS HAPPENED MULTIPLE TIMES AND WE HAVE VIDEO OF THE EVENTS, ABOUT 15 MINUTES WORTH. I WAS TOLD THIS WEEK THAT THE DEALERSHIP HAD SENT THE ISSUES TO NISSAN, AND THAT WITH THE VIDEO/THE COMPLAINTS THAT NISSAN WOULD REPLACE AND FIX WHAT THEY BELIEVED TO BE THE PROBLEM, SOMETHING WITH THE TRANSMISSION. THE DEALERSHIP THEN CALLED MY HUSBAND AND TOLD HIM THAT WE COULD PICK UP THE VEHICLE AND TAKE IT HOME. THEY TOLD HIM THAT "NISSAN CREATED A TECHNOLOGY" THAT IS NOW INSTALLED IN THE VEHICLE SO THE NEXT TIME AN EVENT HAPPENS IT WILL RECORD IT, TO CONTINUE DRIVING IT FOR A 1,000 MILES.

I FEEL UNSAFE IN THIS VEHICLE. I DO NOT TRUST THIS VEHICLE TO DELIVER MY DAUGHTER AND I SAFELY AND RELIABLY TO OUR DESTINATION. I WILL BE HAPPY TO SHARE THE VIDEO AS WELL

INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). \*TT

- **NHTSA ID: 11206860 Incident Date May 9, 2019:** -CAR HAS 56,000 MILES

-A FEW TIMES OVER THE PAST FEW MONTHS, IT HESITATES WHEN ACCELERATING FROM A FULL STOP

-YESTERDAY, IT HAPPENED A LOT, AND SEVERAL TIMES I EVEN PUSHED THE ACCELERATOR TO THE FLOOR, AND NOTHING HAPPENED...THEN IT SUDDENLY REVVED AND SHOT FORWARD AFTER A FEW SECONDS. TERRIFYING.

-I RESEARCHED AND IT'S A KNOWN ISSUE, BUT TODAY THE DEALER SAID THEY WON'T DO ANYTHING BECAUSE NO ERROR CODES, ETC., ARE SHOWING UP.

- **NHTSA ID: 11202709 Incident Date April 20, 2019:** ABOUT A YEAR AGO (2018) MY CAR STARTED OCCASIONALLY LOSING POWER AFTER I HAD STOPPED AT A LIGHT OR STOP SIGN AFTER DRIVING ON A CITY STREET OR GETTING OFF THE HIGHWAY. I WOULD PUSH THE GAS PEDAL AND MY CAR WOULD NOT MOVE UNTIL ABOUT 5 SECONDS LATER. IF I KEEP DRIVING WHILE THIS HAPPENS, EVENTUALLY THE CAR WILL NOT GO OVER 40 MPH, THE RPMS WILL GO UP TO 4K-5K AND THE ENGINE WILL REV WITHOUT GAINING SPEED. IT WILL THEN START LURCHING FORWARD AND JERKING BACK AND FORTH. I FINALLY FIGURED OUT THAT IF I STOP AND THEN RESTART MY CAR, THE ISSUE SUBSIDES. HOWEVER, THIS ISSUE HAS STARTED HAPPENING MORE AND MORE FREQUENTLY. I WOULD ESTIMATE DRIVING

THE CAR FOR AN HOUR, IT WILL HAPPEN 7-8 TIMES (WHEN TURNING THE CAR OFF, THEN ON AGAIN). IT MAKES DRIVING DANGEROUS WHEN I AM NOT ABLE TO ACCELERATE WHEN NEEDED OR WHEN MY CAR IS JERKING UNCONTROLLABLY.

MY STRUTS ALSO KEEP SQUEAKING WHEN I GO OVER SPEED BUMPS OR ANY OTHER BUMP. THE DEALER REPEATEDLY TELLS ME IT'S A KNOWN ISSUE BUT NOTHING THAT NEEDS TO BE REPLACED SINCE IT'S NOT A SAFETY ISSUE.

- **NHTSA ID: 11193278 Incident Date March 30, 2019:** TRANSMISSION FAILED AT 59,000 MILES. TRUCK JUST STOP AND LOST POWER. IT WOULDN'T GO INTO GEAR ACCELERATE OR ANYTHING. THIS HAPPENED WHILE I WAS DOING 55MPH IT JUST SHUT DOWN AND THANK GOD I WAS ABLE TO ROLL TO THE SHOULDER. THERE WAS NO WARNING.
- **NHTSA ID: 11166223 Incident Date January 7, 2019:** TL\* THE CONTACT OWNS A 2016 NISSAN ROGUE. THE CONTACT STATED THAT THE TRANSMISSION WOULD NOT SHIFT INTO GEAR CORRECTLY AND THE RPM READING WAS INACCURATE. IN ADDITION, THE CHECK ENGINE WARNING INDICATOR ILLUMINATED AND "FRONT END COLLISION" APPEARED ON THE INSTRUMENT PANEL. THE VEHICLE WAS TAKEN TO A LOCAL MECHANIC WHO DIAGNOSED THAT THE TRANSMISSION WAS FAULTY. THE VEHICLE WAS NOT REPAIRED. THE DEALER AND MANUFACTURER WERE NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 82,000.
- **NHTSA ID: 11152378 Incident Date November 10, 2018:** TRANSMISSION FAILURE AT 69450 MILE SOLENOID COMPARTMENT B INSIDE TRANSMISSION DEALER SAYS TRANSMISSION NEEDS REPLACING CAR OUTSIDE OF WARRANTEE FOR POWERTRAIN OF 60000 MILES. CAR TRANSMISSION STARTED SLIPPING WHILE ON HIGHWAY IN CRUISE CONTROL RPM REVIVING HIGH WITHOUT PRESSING THE ACCELARATOR EVENTUALLY STOPPED HAD TO TOW TO DEALER.
- **NHTSA ID: 11132341 Incident Date September 28, 2018:** CAR DOES NOT GO INTO GEAR. SLIPS OUT OF GEAR WHEN DRIVING. WILL NOT ACCELERATE AFTER STOPPING. IT REVS UP AND THEN ACCELERATES QUICKLY ALMOST CAUSING ME TO HIT THE CAR IN FRONT OF ME.
- **NHTSA ID: 11119320 Incident Date August 2, 2018:** MY 2016 NISSAN ROGUE EXPERIENCED AN ABRUPT AND TOTAL FAILURE OF THE CVT TRANSMISSION. I WAS NOT ABLE TO ACCELERATE AND THE VEHICLE WOULD LURCH AND LOSE POWER. THIS ABRUPT FAILURE MAKES ME FEEL VERY UNSAFE FOR MYSELF AND MY FAMILY THAT RIDES IN THIS CAR, HAD IT STALLED ON THE BUSY ST LOUIS MO INTERSTATES WE WOULD HAVE BEEN HIT AND POSSIBLY KILLED, LUCKILY I WAS ON A BUSY, BUT LESS

TRAVELED ROAD AND I WAS ABLE TO LIMP THE CAR TO THE DEALERSHIP. MY VEHICLE ONLY HAS 41,000 MILES ON IT. ONCE I GOT TO THE DEALERSHIP, I INSISTED THAT THEY RIDE WITH ME SO THEY KNEW WHAT WAS HAPPENING AND NOT TRY TO SAY THAT THEY COULDN'T REPLICATE THE ISSUE WHEN DRIVING IT ALONE. THE SERVICE PROFESSIONAL WAS VERY UPFRONT AND HONEST WITH ME AND TOLD ME IT WAS DEFINITELY THE TRANSMISSION AND NISSAN HAS TONS OF THESE ISSUES WITH THEIR VEHICLES. MY CAR HAS BEEN IN THE SHOP FOR OVER A WEEK NOW FOR A TRANSMISSION REBUILD. HOWEVER, NISSAN IS NOT OFFERING AN EXTENDED WARRANTY OR ANYTHING ON IT, EVEN THOUGH THEY KNOW THEY ARE FAULTY AND DANGEROUS, I WILL ONLY HAVE 20,000 MILES LEFT ON MY WARRANTY ONCE I PICK MY CARE UP FROM THE DEALERSHIP. NISSAN DOESN'T OFFER LOANER CARS TO THOSE WITH WARRANTY WORK THAT NEEDS DONE, WE HAVE TO PAY \$35 A DAY DUE TO THEIR FAULTY VEHICLES, THE LEAST THEY CAN DO IS OFFER LOANER VEHICLES FOR WARRANTY WORK! NISSAN NEEDS TO BE HELD ACCOUNTABLE FOR THEIR LEMON VEHICLES AND BE REQUIRED TO BUY THEM BACK ON THE FIRST TRANSMISSION FAILURE. I NO LONGER FEEL SAFE DRIVING THIS CAR, EVEN WITH THE REBUILT TRANSMISSION AND I DON'T THINK THAT IT SHOULD BE MY RESPONSIBILITY TO TRADE THE CAR IN, ROLL OVER THOUSANDS TO ANOTHER VEHICLE LOAN AND PAY \$1500 OR MORE IN TAXES TO LICENSE AND TITLE ANOTHER VEHICLE. NISSAN NEEDS TO TAKE CARE OF THIS AND THEY NEED TO BE FINED FOR THEIR CONTINUED USE OF FAULTY TRANSMISSIONS AND MADE TO BUY BACK FAULTY AND DANGEROUS VEHICLES.

- **NHTSA ID: 11118369 Incident Date August 7, 2018:** TL\* THE CONTACT OWNS A 2016 NISSAN ROGUE. WHILE DRIVING 65 MPH, THE TRANSMISSION FAILED. UPON DEPRESSING THE ACCELERATOR PEDAL, A LOUD DRAGGING NOISE WAS HEARD. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHO DIAGNOSED THAT THE CVT WAS FAULTY. A DEALER AND THE MANUFACTURER WERE NOT MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 69,000.
- **NHTSA ID: 11118369 Incident Date August 7, 2018:** TL\* THE CONTACT OWNS A 2016 NISSAN ROGUE. WHILE DRIVING 65 MPH, THE TRANSMISSION FAILED. UPON DEPRESSING THE ACCELERATOR PEDAL, A LOUD DRAGGING NOISE WAS HEARD. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHO DIAGNOSED THAT THE CVT WAS FAULTY. A DEALER AND THE MANUFACTURER WERE NOT MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 69,000.
- **NHTSA ID: 11063774 Incident Date September 11, 2017:** TL\* THE CONTACT LEASED A 2016 NISSAN ROGUE. THE DRIVER STATED THAT THE TRANSMISSION FAILED TO FUNCTION PROPERLY. AN INDEPENDENT MECHANIC DETERMINED THAT THE VEHICLE WAS NOT SAFE TO DRIVE AND

SUGGESTED THAT IT BE SERVICED BY THE DEALER WHO SOLD THE VEHICLE. THE CONTACT STATED THAT THE VEHICLE HESITATED AND THE GEARS WERE DIFFICULT TO SHIFT. THE VEHICLE WAS TAKEN TO THE DEALER (HILLTOP NISSAN, 258 NJ-10, EAST HANOVER, NJ 07936, (973) 887-5400) WHERE THE TRANSMISSION WAS REPLACED TWICE, BUT INDICATED THAT IT NEEDED TO BE REPLACED A THIRD TIME. THE DEALER WAS UNCERTAIN IF THEY COULD OFFER A LOANER VEHICLE UNTIL THE FAILURE WAS REMEDIED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE VIN WAS NOT AVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 45,000.

- **NHTSA ID: 11063166 Incident Date November 2, 2017:** AS I WAS TRAVELLING ON A MAJOR FREEWAY, MY BRAND NEW 2016 NISSAN ROGUE BEGAN TO FEEL LIKE IT WAS "JUMPING." AT THAT POINT I NOTICED MY RPMS WERE HIGH FOR THE SPEED I WAS GOING. NOT EVEN 30 SECONDS AFTER, MY CAR COMPLETELY STALLED. I WAS IN THE FAST LANE OF THE FREEWAY AND BARELY HAD TIME TO REACT. I ENDED UP STUCK ON THE MEDIAN OF THE FREEWAY. I ENDED UP HAVING THE CAR TAKEN TO THE DEALER DOWN THE ROAD. THEY SAID THEY COULDN'T FIND ANYTHING WRONG WITH IT. I REFUSED TO DRIVE IT AND BEGAN SEEKING FURTHER HELP THROUGH NISSAN CONSUMER AFFAIRS. AFTER NEARLY A MONTH, AN ENGINEER FROM NISSAN TOOK 5 MINUTES TO LOOK AT IT AND NOTICED THE TRANSMISSION WAS SLIPPING. THE PREVIOUS WEEK BEFORE THIS MAJOR INCIDENT, THE CAR IS STALLED A FEW BLOCKS FROM MY HOME ON A RESIDENTIAL STREET AFTER ACCELERATING FROM A COMPLETE STOP. THE DEALERSHIP HAD TOLD ME THERE WAS NOTHING WRONG WITH IT AND IT WAS SAFE TO DRIVE. NOW HERE WE ARE 2 MONTHS LATER, AND IT FEELS AS IF THE TRANSMISSION IS SLIPPING AGAIN.
- **NHTSA ID: 10955290 Incident Date January 27, 2017:** TL\* THE CONTACT OWNS A 2016 NISSAN ROGUE. WHILE DRIVING 20-40 MPH, THE VEHICLE EXPERIENCED MODERATE CONSTANT VIBRATION WITHOUT WARNING. THE DEALER DIAGNOSED THAT THE VEHICLE RAN AS INTENDED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 500....UPDATED 05/17/17 \*BF

**NHTSA ID: 10955053 Incident Date January 27, 2017:** A NISSAN DEALER HAD PREFORMED A SERVICE CAMPAIGN PC4900 TO MY 2016 NISSAN ROGUE IT INVOLVED THE CVT TRANSMISSION SOFTWARE AND SINCE THEY DID IT THE CAR IS NOT DRIVING LIKE BEFORE. THE SHIFTING IS SLOWER AND TAKES LONGER TO SHIFT, THE ENGINE IS LOUDER AND REVVING HIGHER AND THE FUEL ECONOMY GOT VERY BAD. CONTACTED THE DEALER AND ASKED IF THIS SERVICE CAMPAIGN CAN BE REVERSED AND THEIR ANSWER WAS "NO" I WILL BE TAKING THE CAR BACK TO THEM HAVE THEM CHECK

IT AND ALSO CONTACTED NISSAN CORP AND OPENED A CASE. I HOPE THEY FIX THIS PROBLEM AS SOON AS POSSIBLE

### **Example Nissan Pathfinder Complaints**

- **NHTSA ID: 11366849 Incident Date October 27, 2020:** GOOD DAY. SINCE THE 1ST DAY OF PURCHASING THIS VEHICLE I WAS EXPERIENCING ISSUES WITH TRANSMISSION LIKE HESITATION, JERKING / SHUDDERING / SHAKING AND ABNORMAL WHINING NOISE WHILE DRIVING AT LOW SPEEDS. I WAS NOT AWARE ABOUT NISSAN'S MAJOR CVT ISSUES UNTIL RECENTLY. VEHICLE'S BRAKING IS AFFECTED BECAUSE OF THIS ABNORMAL TRANSMISSION'S OPERATION AS THE VEHICLE DOES NOT IMMEDIATELY STOP AS NEEDED OR REQUESTED INSTEAD OFTEN SLIPPING OCCURS WHEN DOWNSHIFTING TO LOWER GEARS. NISSAN SERVICE CENTER WAS VISITED ONCE ABOUT A YEAR AGO OR LESS. I WAS TOLD THAT THE SOFTWARE FOR TRANSMISSION WAS SOMEHOW MISSING ON THE VEHICLE, WITHOUT EXPLAINING HOW CAN A VEHICLE BE MANUFACTURED WITHOUT TRANSMISSION SOFTWARE. AFTER INSTALLING THE SOFTWARE, THE DEALERSHIP WAS UNABLE TO PIN POINT WHAT IS THE PROBLEM WITH MY VEHICLE. I WAS CHARGED ABOUT \$140 WITHOUT BEING PROVIDED A CLEAR DIAGNOSE, BUT WAS TOLD THAT MOST LIKELY THE CAR NEEDS A NEW TRANSMISSION. CONTROL VALVE BODY WAS REPLACED SINCE THEN, HOWEVER VEHICLE DRIVES THE SAME EXACT WAY. PLEASE, ADVISE HOW CAN GET ASSISTANCE FROM.
- **NHTSA ID: 11364341 Incident Date October 12, 2020:** MY CAR HAS LESS THAN 28000 MILES AND I HAD TO HAVE A NEW TRANSMISSION.
- **NHTSA ID: 11323835 Incident Date April 1, 2020:** VEHICLE WILL NOT ACCELERATE WHEN STOPPED AT LIGHT, STOP SIGN, SWITCHING FROM REVERSE TO DRIVE INTERMITTENTLY. THIS HAPPENS WHEN IT WANTS TO. THE BRAKE LIGHT SWITCH WAS REPLACED A COUPLE WEEKS AGO WHEN THE BRAKE LIGHTS WERE NOTICED TO NOT SHUT OFF AND VEHICLE WOULD TURN ON WITHOUT PRESSING THE BRAKE PEDAL. SEEMED TO FIX THE SITUATION BUT NOW AGAIN HAVING THE SAME ISSUES. BRINGING CAR BACK TO NISSAN DEALER FOR REPAIR. FOUND THAT YEARS PRIOR THERE WAS A SAFETY RECALL BUT NOT FOR THE 2015. THIS IS VERY DANGEROUS ESPECIALLY WHEN PULLING OUT IN FRONT OF TRAFFIC. CAR WILL NOT ACCELERATE UNTIL BRAKE PEDAL IS PRESSED OR LETTING OFF THE GAS PEDAL, THEN REENGAGING. THIS IS IN CITY OR STOPPED THEN ACCELERATING TO RAMP TO GET ONTO THE HIGHWAY. BRAKE LIGHTS STAY ON WHICH IS ALSO HAZARDOUS WHEN OTHERS WOULDN'T KNOW WHEN I'M ACTUALLY STOPPING. THE ACCELERATION ISSUE SEEMS TO HAPPEN WHEN STOPPED THEN ACCELERATING. THE BRAKE LIGHTS SEEM TO STAY ON WHEN THEY

WANT TO STICK. THE BRAKE LIGHT IS HARD TO TURN OFF. PRESSING THE BRAKE PEDAL WHEN CAR IS OFF A FEW TIMES HELPED AFTER 3 TRIES. HARD TO KNOW IF BRAKE LIGHTS ARE ON CONSTANTLY IN THE DAY BUT WHEN IT'S DARKER OUT ABLE TO NOTICE MORE. \*TR

- **NHTSA ID: 11323632 Incident Date April 30, 2020:** AFTER USING BRAKES EITHER AT A STOP LIGHT OR WHILE DRIVING, WHEN I REAPPLY THE GAS PEDAL NOTHING HAPPENS. THE RPMS STAY AT IDLE AND THE VEHICLE BARELY MOVES. PROBLEM INTERMITTENT AND UNPREDICTABLE. IT APPEARS THAT THE BRAKE LIGHTS STAY ON WHEN THIS IS HAPPENING. I HAVE EVEN PARKED THE CAR AND TURNED OFF THE VEHICLE AND THE BRAKE LIGHTS STAY ON. HAS HAPPENED WHEN TRYING TO ACCELERATE ONTO A HIGHWAY. VERY DANGEROUS! I HAVE ALMOST BEEN REAR ENDED AT TRAFFIC LIGHTS. \*TR
- **NHTSA ID: 11310671 Incident Date February 8, 2020:** THE VEHICLE SHAKES, JERKS AND SHUDDERS DURING ACCELERATION AT LOW SPEEDS I.E. 20-40 MPH. IT FEELS LIKE IT STALLS AND THEN GOES AGAIN. THIS HAPPENED IN TRAFFIC ON THE FREEWAY AND ON THE FREEWAY ON RAMP, IN A ROUNDABOUT AND JUST TURNING OR GOING THROUGH A LIGHT. AFTER SOME RESEARCH IT APPEARS IT IS THE CVT TRANSMISSION. THE VEHICLE ALSO HAS A VERY LOUD AC BLOWER INSIDE. IT SOUNDS LIKE A JET ENGINE WHEN THE FAN IS TURNED HIGHER.
- **NHTSA ID: 11299545 Incident Date January 13, 2020:** THIS VEHICLE JERKS AND STUTTERS AT LOW SPEEDS, LIKE THE TRANSMISSION DOESN'T KNOW WHAT TO DO AND ALSO DOESN'T ALWAYS SHIFT INTO THE GEAR IT SHOULD BE IN. I CAN ALSO FEEL THAT THE CAR SEEMS FAINTLY JITTERY AT HIGHWAY SPEEDS, EVEN ON NEW PAVEMENT. I HAVE RESEARCHED THIS AND THE 2015 PATHFINDERS HAVE A CVT TRANSMISSION LIKE THE 2013-2014 MODELS THAT WERE, APPARENTLY, RECALLED THERE ARE MANY COMPLAINTS AND CONCERNS FOR THIS MODEL YEAR AS WELL, I WONDER WHY NO ACTION HAS BEEN TAKEN TO RESOLVE THIS CONSISTENT DEFECT.
- **NHTSA ID: 11287090 Incident Date June 1, 2019:** TL\* THE CONTACT OWNS A 2015 NISSAN PATHFINDER. WHILE DRIVING, THE VEHICLE JERKED AND LOST POWER. BOMMARITO NISSAN HAZELWOOD (661 DUNN RD, HAZELWOOD, MO 63042, (314) 731-2228) DIAGNOSED THAT THE ENTIRE TRANSMISSION NEEDED TO BE REPLACED, WHICH WOULD COST OVER \$5,000. THE MANUFACTURER WAS CONTACTED AND OFFERED A PARTIAL REPAIR TO REPLACE THE VALVE BODY AND A PARTIAL REPLACEMENT OF THE TRANSMISSION FOR ONLY \$500. THE REPAIRS

WERE COMPLETED IN JUNE OF 2019. THE FAILURES RECURRED. THE VEHICLE WAS TAKEN BACK TO THE SAME DEALER, BUT THEY FOUND NO FAILURE. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS 101,000. \*DT

- **NHTSA ID: 11282658 Incident Date November 13, 2019:** TL\* THE CONTACT OWNS A 2015 NISSAN PATHFINDER. WHILE DRIVING 30 MPH, THE CONTACT DEPRESSED THE ACCELERATOR PEDAL, BUT THE VEHICLE FAILED TO ACCELERATE. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE CONTACT ACTIVATED THE HAZARD WARNING LIGHTS AND CONTINUED DRIVING. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC AND WAS INFORMED THAT THE STOP LAMP SWITCH NEEDED TO BE REPAIRED. THE VEHICLE WAS TAKEN TO PASSPORT NISSAN OF ALEXANDRIA (LOCATED AT 150 S PICKETT ST, ALEXANDRIA, VA 22304, (703) 823-9000), BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 68,000.
- **NHTSA ID: 11257633 Incident Date November 5, 2018:** MY 2015 NISSAN PATHFINDER WAS PURCHASED IN NOV. 2018. IT'S BEEN IN THE NISSAN SHOP NUMEROUS TIMES SINCE NOV. WE HAVE ISSUES WITH THE TRANSMISSION STUDDERING/DELAYED ACCELERATION. IT CANT BE REPRODUCED ON DEMAND SO IT'S HARD TO DIAGNOSE. YOU HAVE TO LET OFF THE GAS BEFORE IT WILL GO PROPERLY. ALSO, THE COOLING FAN ASSEMBLY HAS BEEN REPLACED TWICE WITHIN 1 MONTH WITH NEW PARTS . THIS 3RD TIME ONE OF THE FANS WILL NOT CONTINUE TO BLOW.  
I'VE READ ONLINE THAT THESE 2 ISSUES ARE VERY COMMON WITH THIS VEHICLE. DISAPPOINTED DOESN'T EVEN DESCRIBE WHAT I FEEL ABOUT THIS VEHICLE AND HAVING A DEALERSHIP LIKE GRAY DANIELS FORD IN MS TREAT US THE WAY THEY HAVE DOES NOT HELP WITH THE ISSUES.
- **NHTSA ID: 11255416 Incident Date May 8, 2019:** I HAD MY TRANSMISSION FLUSHED AT APPROX. 52K MILES ON 2/23/2019. IN APRIL 2019, THE TRANSMISSION BEGIN HAVING ISSUES. RPMS WOULD RIDE HIGH; HOWEVER, TRANSMISSION WOULD NOT UP-SHIFT. OCCURRED DESPITE ACCELERATOR PRESSED TO THE FLOOR. WHEN RELEASING THE ACCELERATOR AND PRESSING AGAIN, THE TRANSMISSION WOULD JERK AND BEGIN TO UP-SHIFT. ISSUE IS INTERMITTENT. CAN OCCUR WHEN TAKING OFF AFTER STOPPING AT AN INTERSECTION, AND SUDDENLY WHEN SMOOTHLY ACCELERATING UPON ENTERING FREEWAYS. HAVING SAFETY CONCERNS, I TOOK THE VEHICLE TO NISSAN AND EXPLAINED THE ISSUE AS NOTED ABOVE ON 5/8/2019. DESPITE TELLING JOSH KERN THE ISSUE WAS THE TRANSMISSION, I LATER DISCOVERED HE RECORDED THE ISSUE AS "... THE THROTTLE WASN'T RESPONSIVE." HE CALLED SAYING THE CAR WAS DRIVEN 60 MILES AND THE ISSUE WAS

RESOLVED BY PERFORMING A "IDLE RELEARN" AND "SELF LEARN" SOFTWARE UPDATE. BECAUSE OF THIS, THE VEHICLE NOW IDLED VERY HIGH. AFTER DRIVING IT A FEW DAYS, THE ISSUE OCCURRED AGAIN. REVIEWING THE SERVICE DOC, I REALIZED THE VEHICLE WAS ONLY DRIVEN 1 MILE AND NOT THE 60 MILES. IT ALSO HAD NOTES FROM THE TECHNICIAN THAT "ISSUE COULD NOT BE DUPLICATED." I RETURNED TO NISSAN TO SPEAK TO THE SERVICE MANAGER, BUT HE WAS NOT AVAILABLE. WHILE THERE, I REQUESTED ALL HARD-COPIES OF WORK PERFORMED. ON ONE PAGE WAS WRITTEN NOTES ABOUT ERASING CODES, MENTION OF THE TRANS., ENGINE & IACV-AAC, ECM ON FADED PRINT-OUT OF CODES. MADE OTHER ATTEMPTS TO CONTACT MANAGER WITH NO SUCCESS. IN AUG.2019, THE DEALERSHIP GM PUT ME IN CONTACT W STEVE ZANI (ASST. SERV. MGR.) HE WAS VERY HELPFUL, BUT WAS UNABLE TO DUPLICATE ISSUE. HIGH IDLE FROM UPDATE SEEMS TO BE MASKING ISSUE FREQUENCY. CALLED NISS CON AFFAIRS-CASE36982668. RENEE' WAS NO HELP. REFUSED TO UPDATE CASE OR CALL DEALERSHIP. HAD MY NAME WRONG, ELUSIVE AND SHORT ON PHONE. WORRIED ISSUE NOT GIVEN PROPER CREDENCE; DESPITE DEFECT AND SAFETY CONCERNS.

- **NHTSA ID: 11254715 Incident Date August 14, 2019:** WHEN ACCELERATING AND MAINTAINS NORMAL COMMUTER SPEEDS 34-70MPH THE TRANSMISSION IS LOUD AND IN INSTANCES JERKS AS IF IT IS NOT CATCHING THE NEXT GEAR. MY CAR IS 4YRS OLD WITH 77K MILES AND THERE SHOULDN'T BE A NEED FOR A NEW TRANSMISSION, WHICH LOCAL NISSAN DEALER SAYS I NEED. REVIEW HAVE SHOWN THIS IN THE PAST SO I WANT TO MAKE AWARE THAT THE PROBLEM IS NOT FIXED.
- **NHTSA ID: 11246407 Incident Date August 26, 2019:** I HAVE A 2015 NISSAN PATHFINDER STARTING AT 64000 MILES I HAVE TAKEN THE CAR IN SEVERAL TIMES DUE TO THE HEATING AND COOLING SYSTEM. LATELY I HAVE BEEN HAVING PROBLEMS WHEN I PRESS ON THE ACCELERATOR THE CAR DOESN'T WANT TO GO. IN ADDITION, IT SEEMS TO HYDROPLANE AND JERK IF THE ROAD IS WET AND YOU GO OVER 40 MILES PER HOUR. THIS IS SO VERY DANGEROUS!! IS THIS BEING ADDRESSED BY NISSAN? I NEED SOMEONE TO CONTACT ME FOR A FIX.
- **NHTSA ID: 11240470 Incident Date July 29, 2019:** HAVE HAD VEHICLE IN THREE TIMES FOR SHUDDERING AND JERKING, NOW THAT IT'S OUT OF WARRANTY THEY SAY IT'S THE REAR END. IT WAS SAME COMPLAINT 1ST AND 2ND TIME, BUT NOW WANT ME TO PAY OUT OF POCKET THAT IS OBVIOUS BY THIS WEBSITE IS A MAJOR PROBLEM WITH 2015 PATHFINDERS. I AM ON PHONE CALLING CORPORATE. THIS IS OBSCURE CAR IS ONLY 4 YEARS OLD.
- **NHTSA ID: 11222931 Incident Date June 25, 2019:** PATHFINDER RECAL. CAR "SHUTTERS" AND "STUTTERS" WHEN TRANSITIONING IN BETWEEN



GEARS. ADDITIONALLY, WHILE IN DRIVE, ENTERING A FREEWAY ON RAMP, MOVING AT APPROXIMATELY 30 MPH, THE CAR WOULDN'T ACCELERATE, IT WAS AS IF IT WAS IN NEUTRAL. THE CAR HAS 69,000 MILES ON IT, AND FOR THE PAST YEAR, AT APPROXIMATELY 53,000 MILES, IT'S BEEN "STUTTERING AND SHUTTERING" WHILE TRANSITIONING IN BETWEEN GEARS.

- **NHTSA ID: 11206334 Incident Date May 5, 2019:** VEHICLE WILL NOT ACCELERATE (NO THROTTLE RESPONSE) RANDOMLY AND WITHOUT WARNING. RPMS DO NOT BUDGE DESPITE PEDAL BEING TO THE FLOOR. PROBLEM SEEMS TO BE MORE COMMON WHEN THE STEERING WHEEL IS TURNED. SHIFTING VEHICLE I TO NEUTRAL BRIEFLY AND THEN BACK TO DRIVE SEEMS TO RESOLVE PROBLEM, BUT THIS ISN'T AT ALL SAFE TURNING INTO IN AN INTERSECTION WITH CARS COMING. SEEMS KIND OF RIDICULOUS THIS ISN'T A BIG DEAL TO AN OEM.
- **NHTSA ID: 11193263 Incident Date April 1, 2019:** IN THE LAST SEVERAL WEEKS, I AM EXPERIENCING LOSS OF ACCELERATION FOR MY NISSAN PATHFINDER 2015 (33,000 MILES). FOR SOME REASONS, THERE IS NO ACCELERATION NOR RPM INCREASED WHEN I FLOORED THE GAS PEDAL FOR SEVERAL SECONDS AFTER RELEASING THE GAS PEDAL (COASTING) DUE TO TRAFFIC STOPS OR WANT TO MAKE A TURN OR AFTER FULL STOP. THE CAR WAS COASTING AROUND 20 MPH AND DIDN'T ACCELERATE.
- **NHTSA ID: 11185986 Incident Date March 11, 2019:** BREAK LIGHTS WILL STAY ON EVEN IF THE CAR IS PARKED. IT WILL STAY ON WHILE DRIVING. WHEN THIS HAPPENS I HAVE TO DISCONNECT THE BATTERY FOR THE BREAK LIGHTS TO GO OFF. REDICULOUS! THE OTHER ISSUE IS LOSS OF POWER. USUALLY WHEN THIS HAPPENS THE SKID DUMMY LIGHT WILL TURN ON AND STAY ON. WHEN ACCELERATING FROM A COMPLETE STOP, THE CAR WILL NOT GO WHEN I PUSH THE GAS. EVEN IF THE ACCELERATOR IS FULLY DEPRESSED THE CAR WILL NOT MOVE. THIS ALSO OCCURS WHILE IN MOTION. IT HAS HAPPENED WHILE TRYING TO ACCELERATE ONTO THE HIGHWAY AND THERE WAS LOSS OF POWER. I HAVE ALMOST GOTTEN INTO SEVERAL ACCIDENTS WITH MY CHILDREN IN THE CAR AND FROM MY RESEARCH I AM NOT THE ONLY OWNER OF PATHFINDER THAT THIS HAS HAPPENED TO. THIS IS A TOTAL SAFETY ISSUE AND THE VEHICLE NEEDS TO BE RECALLED BEFORE SOME ONE IS SERIOUSLY INJURED OR KILLED!!!
- **NHTSA ID: 11173825 Incident Date January 19, 2019:** ON OR ABOUT JANUARY 19, 2019 WHILE ATTEMPTING TO MAKE A LEFT HAND TURN AT THE INTERCEPTION OF ROSCOE AND WOODMAN AVE. IN PANORAMA CITY, CALIFORNIA AND WHEREAS WITH NO WARNING NOR ANY INDICATOR LIGHT CAME ON EITHER BEFORE OR AFTER THE VEHICLE STALLED WHEN I TRIED TO QUICKLY ACCELERATE BUT INSTEAD THE

TRANSMISSION STALLED AND ENDED UP THRUSTING THE VEHICLE FORWARD ONLY TO LEAVE ME THE MIDDLE OF THE INTERCEPTION AND EXPOSED TO THE ONCOMING TRAFFIC AND OF WHICH IT CAME TO SCREECHING STOP AND LITERALLY COMING WITHIN INCHES OF POSSIBLY T-BONING OUR VEHICLE AND OR CAUSING A SERIOUS ACCIDENT.

- **NHTSA ID: 11130546 Incident Date September 1, 2016:** WHEN DRIVING AND PUSHING THE GAS THE CAR WILL NOT GO, IT SEEMS IT GETS STUCK AND THE CAR JUST DOESNT MOVE, AFTER PUSHING THE GAS HARD A FEW TIMES AND SITTING IN THE MIDDLE OF TRAFFIC THE CAR THEN GOES. THIS HAS HAPPENED SO MANY TIMES. HAVE TAKEN IT TO THE NISSAN DEALER AND THEY SAY THEY FIXED IT BY REPLACING A PART. AFTER MAYBE 1000 MILES LATER IT STARTS DOING IT AGAIN. TAKE IT BACK TO DEALER AND THEY SAY NOTHING IS WRONG THEY CHECKED THE COMPUTER AND THIS WAS AT 59K WHICH HAD ME MAD AS THE WARRANTY WOULD BE EXPIRING SOON AND THE DEALER SAYS TO BAD WE WILL BE AT FAULT IF IT HAPPENS AGAIN SINCE OUT OF WARRANTY. THIS HAPPENS ON A STREET. AND IS VERY SCARY WHEN PULLING OUT IN FRONT OF CARS AND THEN THE CAR WONT GO.
- **NHTSA ID: 11096913 Incident Date January 4, 2016:** SINCE THE PURCHASE OF THE VEHICLE, MY NISSAN PATHFINDER HAS FAILED TO ACCELERATE EITHER AT A STOP OR DURING NORMAL SPEED. THE ENGINE WOULD NOT STALL, BUT WOULD ONLY ACCELERATE ALMOST AT IDLE SPEED. THE SYMPTOM OF THE PROBLEM WOULD OCCUR A COUPLE OF TIME THEN THE SLIP INDICATOR LIGHT WOULD DISPLAY AND STAY ON UNTIL THE CAR WAS SHUT DOWN AND RESTARTED, I HAVE SEVERAL PICTURES DEMONSTRATING THE ISSUE AS DESCRIBED FOR WHEN THE INDICATOR SLIP LIGHT FOR THE LIMITED SLIP CONTROL WOULD DISPLAY IN CLEAR CONDITIONS. THIS WOULD OCCUR IN IDEAL WEATHER CONDITIONS AND ROAD CONDITIONS WERE CLEAR AND MY FOOT WAS DEFINITELY NOT ENGAGING THE BRAKE PEDAL. THIS PRESENTS A SIGNIFICANT SAFETY ISSUE, ESPECIALLY WHEN ATTEMPTING TO PULL INTO ONCOMING TRAFFIC OR ATTEMPTING TO PASS A SLOWER VEHICLE. I COULD DEPRESS THE GAS PEDAL TO THE FLOOR WITH NO IMPACT ON ACCELERATION. I HAVE HAD SEVERAL NEAR MISSES WITH ONCOMING TRAFFIC DUE TO FAILURE TO ACCELERATE. I TOOK IN THE VEHICLE INTO D-PATRICK NISSAN IN EVANSVILLE, INDIANA SEVERAL TIMES AND TO ANDY MOHR NISSAN, INDIANAPOLIS INDIANA. IN BOTH CASES, THE DEALERSHIP WAS UNABLE TO DETECT ANY ISSUES WITH CODE ERRORS OR REPLICATE THE ISSUE EVEN AFTER I PROVIDE PHOTO EVIDENCE OF THE ISSUE I WAS HAVING. THE FAILURE TO ACCELERATE IS SO RANDOM AND CAN HAPPEN SEVERAL DAYS IN ONE WEEK OR AT LEAST ONCE A WEEK. WHEN IT DOES HAPPEN I KNOW IT WILL NOT CHANGE UNTIL I CAN SHUT DOWN THE VEHICLE AND RESTART. SOME INSTANCES THE FAILURE TO ACCELERATE WOULD PERSIST BUT MOST OF THE TIME IT

WOULD CORRECT ITSELF AFTER RESTARTING. I AM AFRAID TO DRIVE THE CAR WITH MY WIFE AND THREE CHILDREN IN IT. I FINALLY DECIDED TO FILE A COMPLAINT AFTER I FOUND ANOTHER NISSAN PATHFINDER OWNER WHO WAS HAVING THE EXACT SAME ISSUE WITH HIS NISSAN PATHFINDER.

- **NHTSA ID: 11071844 Incident Date February 2, 2018:** 2015 NISSAN PATHFINDER SOMETIMES WILL NOT GO WHEN THE GAS PEDAL IS PRESSED FROM A STOPPED POSITION. 3 DIFFERENT TIMES THIS HAS HAPPENED TO ME AND MY WIFE. THIS IS AN EXTREMELY DANGEROUS SITUATION. IT HAPPENED THE LAST TIME AS WE WERE TRYING TO CROSS FOUR LANES OF TRAFFIC AT AN INTERSECTION. AS THE LIGHT TURNED GREEN AND WE TRIED TO GO IT ONLY IDLED ACROSS THE INTERSECTION WE GOT IT TO THE DEALERSHIP ASAP IT'S BEEN THERE A WEEK SO FAR. VEHICLE WAS MANUFACTURED IN AUG 2015. I PURCHASED IT USED BUT CERTIFIED!  
PLEASE INVESTIGATE TO SEE IF THE PROBLEMS THEY HAD WITH THE 2013-2014 MODELS ARE CONTINUING. I HAVE HEARD IT MIGHT BE THE TRANSMISSION? ALL MAINTENANCE HAS BEEN PERFORMED ACCORDING TO CARFAX, INCLUDING AT 9,774 AN ENGINE POWER TRAIN COMPUTER MODULE REPROGRAMMED. CERTIFICATION WAS DONE BY NISSAN ON 8/21/2018 AND PURCHASED BY US. ON 9/2/2017.  
ANY HELP TO KEEP ME AND MY WIFE SAFE WILL BE APPRECIATED.
- **NHTSA ID: 11043198 Incident Date October 27, 2017:** WHEN ACCELERATING FROM A STOP, AT LOW SPEEDS, THE VEHICLE STUTTERS/JUDDERS FOR A FEW SECONDS. IT HAS BEEN PROGRESSIVELY GETTING WORSE, EVEN STARTING TO SHOW UP AT MEDIUM SPEEDS, TO THE POINT WHERE WE THINK THE VEHICLE IS GOING TO STALL. IF YOU PUSH ON THE GAS IT EVENTUALLY GOES THROUGH THE STUTTERING. SINCE NO CODES ARE INDICATING THEY WILL NOT LOOK AT THE ISSUE.
- **NHTSA ID: 11034739 Incident Date October 2, 2017:** THE CAR MAKES A LOUD SHUDDERING NOISE AND OFTEN WILL NOT ACCELERATE.
- **NHTSA ID: 11022222 Incident Date September 1, 2015:** EVERY TIME I TRY DRIVE FROM STOP CAR KEEPS JERKING FOR FEW MINUTES
- **NHTSA ID: 10970639 Incident Date February 21, 2017:** WARNING LIGHT APPEARED - DEALER INDICATED NEEDED NEW TRANSMISSION UNDER WARRANTY HAS BEEN WITH DEALER FOR SEVEN WORKING DAYS AND THEY ARE HAVING DIFFICULTY REPAIRING THE ISSUE DEALER INDICATED OTHER PATHFINDERS HAVE SAME PROBLEM. LIGHT APPEARED WHEN I TURNED ON VEHICLE -
- **NHTSA ID: 10955750 Incident Date February 18, 2017:** WHEN STARTING FROM STOP ( AT A STOP SIGN OR TRAFFIC LIGHT) THE VEHICLE

PERIODICALLY WILL NOT ACCELERATE. THE VEHICLE HAS BEEN IN THE SHOP TWO TIMES NOW WITH NO CHANGE. THE FIRST TIME IT WAS IN THEY DID A SOFTWARE UPDATE AND THOUGHT THAT WOULD CORRECT IT, IT DID NOT. THE SECOND TIME THEY SAID IT WAS BECAUSE THE VEHICLE WAS IN 2WD AND IT WAS WET OUT. IT HAS HAPPENED AGAIN WITH THE VEHICLE IN AUTO AND THE GROUND BONE DRY. I CALLED NISSAN CONSUMER AFFAIRS AND STARTED A CASE. I WAS TOLD TO GET A SECOND OPINION. THE VEHICLE IS UNSAFE BECAUSE WHEN PULLING INTO A LANE OF TRAFFIC YOU MAY NOT MOVE FOR A FEW SECONDS AND ON COMING TRAFFIC MAY NOT STOP.

- **NHTSA ID: 10937092 Incident Date December 20, 2016:** POSSIBLY RELATED TO THE PAST YEAR MODELS NISSAN CVT ISSUES. 2015 PATHFINDER WITH LESS THAN 10K MILES UNDER 2 YEARS OLD TRANSMISSION FAILURE. MY WIFE WAS DRIVING ON THE HIGHWAY WITH MY 3 KIDS (4 YEAR, 2 YEAR, AND 1 MONTH OLD) WHEN THE VEHICLE STOP ACCELERATING. SHE WAS LUCKY ENOUGH TO PULL OVER TO THE SHOULDER SAFETY. WHEN SHE TRIED TO RESTART THE VEHICLE, THE VEHICLE WOULD NOT MOVE WHEN IT WAS IN DRIVE MODE OR LOW GEAR. THE VEHICLE HOWEVER DID MOVE IN REVERSE. MY WHOLE FAMILY WAS STUCK ON THE SIDE OF A FAST MOVING HIGHWAY, WITHOUT ME, UNTIL I WAS ABLE TO LEAVE WORK, AN HOUR AWAY, TO GET TO THEIR LOCATION AND SAFETY GET ALL THE KIDS AND MY WIFE TO A SAFER LOCATION. TOWED THE VEHICLE TO THE DEALERSHIP WHERE WE BOUGHT THE CAR AND THEY SAID THAT THEY HAVE TO REPLACE THE TRANSMISSION. THE ISSUES MAY STEM FROM THE SAME ISSUE IN PREVIOUS MODEL PATHFINDERS AND OTHER VEHICLE MODELS WITH NISSAN'S CVT IN THEM. LESS THAN 10K MILES ON A BRAND NEW VEHICLE. UNDER 2 YEARS IN AGE AND THE TRANSMISSION FAILS. MAKES ME RETHINK IF I WANT TO KEEP THE VEHICLE KNOWING MY FAMILY WILL MAINLY BE DRIVING IN IT WITHOUT ME THERE. \*TR
- **NHTSA ID: 10928332 Incident Date May 2, 2016:** WHILE TAKING OFF FROM 0-20MPH THE CAR WILL HESITATE AND JERK. TOOK THE VEHICLE TO NISSAN SERVICE DEPT. BACK IN MAY 2016 AND THEY COULD NOT FIND NOTHING WRONG WITH CAR. NOW IT HAS BEEN HAPPENING MORE FREQUENTLY AND WE TOOK IT BACK ON 11/18/16 AND THE SERVICE DEPT. SAID THEY STILL CAN'T FIND NOTHING WRONG WITH VEHICLE BECAUSE THERE ARE NOT CHECK ENGINE CODE POPPING UP, SO THEY NEEDED PERMISSION TO HAVE A SERVICE TECH TAKE IT HOME TO SEE IF HE CAN SEE WHAT WE ARE EXPERIENCING AND WILL FOLLOW UP WITH US TOMORROW. I BELIEVE THIS PROBLEM STARTED BACK IN EARLY 2015 WHEN WE BOUGHT THE CAR, BUT IT WOULD ONLY HAPPEN SO RARELY THAT I NEVER THOUGHT ABOUT IT UNTIL MY WIFE WHO DRIVES IT EVERY DAY BROUGHT IT UP TO MY ATTENTION.

- **NHTSA ID: 10906937 Incident Date August 15, 2015:** TL\* THE CONTACT OWNS A 2015 NISSAN PATHFINDER. WHILE DRIVING APPROXIMATELY 40 MPH, THE VEHICLE JERKED AND SPATTERED WITHOUT WARNING. THE FAILURE RECURRED NUMEROUS TIMES. THE VEHICLE WAS TAKEN TO THE DEALER, BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 2,015.
- **NHTSA ID: 10865044 Incident Date May 15, 2016:** WHILE DRIVING OUR PATHFINDER IN STOP AND GO TRAFFIC, I'VE STARTED TO NOTICE AND FEEL A JUDDERING & JERKING MOTION COMING FROM THE TRANSMISSION/POWERTRAIN EVERY TIME I DEPRESS OR PRESS ON THE GAS PEDAL AT BETWEEN SPEEDS OF 15 TO 40 MPH. I PLAN TO REPORT THIS TO NISSAN ALONG WITH A COUPLE MORE ISSUES LIKE THE CRACKLING SOUND COMING FROM THE FRONT SUSPENSION USUALLY AFTER REVERSING BACK OUT OF A DRIVEWAY THEN MOVING FORWARD WHILE SLIGHTLY TURNING THE WHEEL BACK TO A STRAIGHT POSITION. COULD BE A BEARING ISSUE, RACKING PINION OR POSSIBLY THE BRAKE ISSUES THAT HAVE BEEN RECALLED. I WILL ALSO REPORT THE CONSTANT ANNOUNCE OF A CRACKLING SOUND COMING FROM THE WOOD PANELING AROUND STEREO AND AIR CONDITION CONTROLS. LAST BUT NOT LEAST THE SCARY & VISIBLE SHAKING OF THE FRONT HOOD WHILE DRIVING AT SPEEDS OF OVER 80MPH. THIS VIOLENTLY SHAKING FROM THE HOOD WILL CERTAINLY LET YOU KNOW THAT IF YOU GO ANY FASTER CHANCES ARE THE HOOD WILL FLY OFF OR CAUSE SERIOUS DAMAGE TO THE VEHICLE OR POSSIBLY CAUSE AN ACCIDENT. THERE IS NO DOUBT IN MY MIND THAT THIS IS ISSUE IS CLEARLY AN AERO DYNAMIC FLAW. HOW CAN THEY NOT HAVE BEEN AWARE OF THIS POSSIBLE SERIOUS SAFETY ISSUE ?
- **NHTSA ID: 10808069 Incident Date October 1, 2015:** JUDDER IS FOUND BETWEEN 20-25 MILES FOR MORE THAN 5 SECOND WHEN ACCELERATING SMOOTHLY. THE MECHANIC RECORDED THE JUDDER AND SENT IT TO THE ENGINEER. THE ENGINEER AT CORPORATE NISSAN TOLD US THAT IT IS A NORMAL THING BUT ANY CAR SHOULDN'T HAVE A JUDDER(ESPECIALLY 2015 NEWEST MODEL). A JUDDER ALSO SHOWS IN THE HIGH SPEED, BUT NOT AS MUCH AS SLOW SLEEP. A JUDDER ALSO APPEARS WHEN THE CAR SLOWS DOWN TO A STOP. I HAVE TO WAIT UNTIL CHECK ENGINE LIGHT IT UP FOR THEM TO FIX THE ISSUE. IT DOES NOT MAKE SENSE WHEN THERE IS A RECORD OF JUDDER BUT WAIT UNTIL SOMETHING HAPPENS TO THE CAR.
- **NHTSA ID: 10790327 Incident Date October 8, 2015:** VEHICLE WAS TAKEN INTO SHOP BECAUSE OF SHUDDER IN TRANSMISSION AND HESITATION FROM STOP WHEN APPLYING ACCELERATOR. THE NISSAN DEALER INSTALLED A NEW VALVE BODY IN THE TRANSMISSION WHICH SEEMED TO STOP THE SHUDDER UNTIL TODAY WHEN IT HAS RETURNED. THE

HESITATION FROM STOP PROBLEM WAS NOT FIXED AND I RETURNED THE PATHFINDER A SECOND TIME TO FIX THIS PROBLEM BUT SINCE IT DID NOT THROW A CODE AND COULD NOT BE DUPLICATED IT WAS NOT FIXED. THE HESITATION PROBLEM IS AN INTERMITTENT PROBLEM BUT WHEN IT HAPPENS THE VEHICLE DOES NOT MOVE FORWARD WHEN THE GAS IS FIRST APPLIED FOR A SECOND OR TWO. I HAVE ALMOST HAD TWO ACCIDENT BECAUSE OF THIS PROBLEM WHEN PULLING INTO TRAFFIC AND THE CAR WILL NOT MOVE WHEN GAS APPLIED. THE SHUDDER PROBLEM AS RETURNED AND CAN BE FELT AT AROUND 40MPH.

- **NHTSA ID: 10789823 Incident Date September 10, 2015:** CVT TRANSMISSION SHUDDERS AT LOW SPEED (20-40 MPH) WITH LIGHT THROTTLE APPLICATION. THIS PROBLEM HAS BEEN EXPERIENCED SINCE WE PURCHASED THE VEHICLE ON 9/10/2015
- **NHTSA ID: 10765148 Incident Date September 1, 2015:** AFTER PURCHASING THE VEHICLE FROM AUTOMATION NISSAN DALLAS THE TRANSMISSION , CVT, FAILED AT 2300 MILES. THERE WAS NO HEAVY USE ON THE TRANSMISSION. WE HAVE NOT EVEN TOWED WITH IT. THIS IS UNACCEPTABLE AND THE DEALER REFUSES TO DO ANYTHING BEYOND FIX THIS LEMON.  
PICKED UP VEHICLE, 9/17/15 AND ON THE MORNING OF 9/18/15 THE FUEL LIGHT CAME ON. WE DID NOT FUEL THE VEHICLE OR OPEN THE FUEL CAP 9/18/15 THE CHECK ENGINE LIGHT CAME ON AGAIN AND THE VEHICLE IS BACK AT THE DEALER.
- **NHTSA ID: 11289003 Incident Date October 7, 2019:** THE VEHICLE STOPS ACCELERATING WHILE DRIVING. NO MATTER HOW MUCH YOU PRESS THE GAS IS DOESN'T GO. WE HAVE FOUND OUT THAT WE MUST PRESS THE BRAKE DOWN NEARLY ALL THE WAY AND THEN PRESS THE GAS. THIS IS DANGEROUS ESPECIALLY IN A BIG CITY. THERE IS NO PATTERN IT DOES IT WHILE GETTING ON/OFF EXITS AND WHILE DRIVING ON RESIDENTIAL ROADS AS WELL.
- **NHTSA ID: 11240367 Incident Date July 1, 2019:** AT RANDOM, LITTLE TO NO ACCELERATION AT INITIAL TAKE OFF AND/OR WHILE DRIVING IN TRAFFIC ON A HIGHWAY OR STREET EVEN IF PRESSING GAS PEDAL TO FLOOR. VEHICLE WILL START WITHOUT PRESSING BRAKE. BRAKE LIGHT REMAINS ON AFTER CAR IS TURNED OFF. I'VE HAD CATALYTIC CONVERTER AND BRAKE WORK DONE TO CORRECT THE PROBLEM TO NO AVAIL. ALSO, I WANTED TO CHECK SPEED CONTROL AS A AFFECTED PART BUT IT WOULDN'T SELECT.
- **NHTSA ID: 11233193 Incident Date March 1, 2019:** I'VE BEEN EXPERIENCING PROBLEMS WITH MY VEHICLE STALLING OUT. I TOOK IT TO NISSAN ON NUMEROUS OCCASIONS AND NO PROBLEM COULD'VE BEEN FOUND

UNTIL THE LAST TIME. THEY INFORMED ME THAT THE BRAKES WOULD COME ON AUTOMATICALLY. THEY BELIEVE IT WAS A SENSOR PROBLEM, HOWEVER, THE PROBLEM STILL HAPPENS ALL THE TIME.

- **NHTSA ID: 11190871 Incident Date March 18, 2019:** ENGINE RATTLING, TURNED OUT TO BE A FAULTY RADIATOR COOLING FAN. NEEDED TO REPLACE WHOLE FAN ASSEMBLY AFTER 50,000 MILES. INTERMITTENTLY BRAKE LIGHTS WILL STAY ON WHEN CAR IS PARKED, DRAINING THE BATTERY. PERHAPS A BRAKE RELAY SWITCH. ALSO INTERMITTENTLY, THE VEHICLE HAS SEVERE ISSUES ACCELERATING. IF GOING 40 MPH, AND ATTEMPT TO ACCELERATE, THERE IS LITTLE TO NO RESPONSE. FROM FULL STOP, THERE IS OCCASIONALLY NO RESPONSE AT ALL UNTIL RELEASING AND REAPPLYING THE GAS PEDAL. THIS IS INCREDIBLY DANGEROUS!
- **NHTSA ID: 11187002 Incident Date March 14, 2019:** THREE TIMES THIS WEEK WE HAVE TRIED TO ACCELERATE OUR VEHICLE WITH NO RESPONSE. IN ADDITION, THREE TIMES THIS WEEK THE BRAKE LIGHTS HAVE STAYED ON AFTER SHUTTING THE VEHICLE OFF. THE BRAKE LIGHTS WILL STAY ON UNTIL YOU OPERATE THE VEHICLE AGAIN. THE ONE DAY WE DIDNT NOTICE FOR ABOUT 40 MINUTES. I HAVE READ THERE HAVE BEEN RECALLS FOR THE 2013 AND 2014 BRAKE RELAY SWITCH SO I'M THINKING THIS IS THE SAME ISSUE.
- **NHTSA ID: 11376290 Incident Date November 24, 2020:** I JUST PURCHASED A USED 2015 NISSAN PATHFINDER WITH 24,000 MILES THREE MONTHS AGO. IN THE LAST FEW WEEKS I HAVE BEEN EXPERIENCING PROBLEMS ACCELERATING AFTER COMING TO A COMPLETE STOP AND WHILE DRIVING AT NORMAL SPEEDS. I WOULD START TO ACCELERATE AFTER A COMPLETE STOP AND THE PATHFINDER WOULD ONLY MOVE AT A SLIGHTLY HIGHER THAN IDLE SPEED UNTIL I PUT MY FOOT ON THE BRAKE AND THEN ONCE AGAIN ON THE ACCELERATOR PEDAL. OTHER TIMES I WILL BE DRIVING AT A SPEED ABOVE 20 MILES PER HOUR AND THE PATHFINDER WILL NO LONGER ACCELERATE PAST THE CURRENT SPEED NO MATTER HOW HARD I PRESS THE ACCELERATOR UNTIL I TAP THE BRAKE AND THEN THE ACCELERATOR. I ALSO NOTICED THAT SOME TIMES WHEN ONE OF THESE EVENTS HAPPENS, THE SLIP LIGHT INDICATOR WILL COME ON AND STAY ON UNTIL THE PATHFINDER IS TURNED OFF AND BACK ON. THIS ISSUE CAN HAPPEN SEVERAL TIMES IN ONE DAY OR NOT AT ALL FOR SEVERAL DAYS. I WAS ALMOST T-BONED TODAY WHILE CROSSING A STREET WHEN I HAD NO POWER. THIS IS A HUGE SAFETY ISSUE. I TOOK IT TO THE DEALER WHERE I BOUGHT IT AND THEY FOUND NOTHING WRONG.
- **NHTSA ID: 11182202 Incident Date February 1, 2019:** IN 2017 I STARTED EXPERIENCING PROBLEMS ACCELERATING AFTER COMING TO A

COMPLETE STOP AND WHILE DRIVING AT NORMAL SPEEDS. I WOULD START TO ACCELERATE AFTER A COMPLETE STOP AND THE PATHFINDER WOULD ONLY MOVE AT A SLIGHTLY HIGHER THAN IDLE SPEED UNTIL I PUT MY FOOT ON THE BRAKE AND THEN ONCE AGAIN ON THE ACCELERATOR PEDAL. OTHER TIMES I WILL BE DRIVING AT A SPEED ABOVE 20 MILES PER HOUR AND THE PATHFINDER WILL NO LONGER ACCELERATE PAST THE CURRENT SPEED NO MATTER HOW HARD I PRESS THE ACCELERATOR UNTIL I TAP THE BRAKE AND THEN THE ACCELERATOR. EVERY TIME EITHER OF THESE EVENTS HAPPENS, THE SLIP LIGHT INDICATOR WILL COME ON AND STAY ON UNTIL THE PATHFINDER IS TURNED OFF AND BACK ON. THIS ISSUE CAN HAPPEN 10 TIMES IN ONE DAY OR NOT AT ALL FOR SEVERAL DAYS. IN 2017 I FOUND A LOT OF PATHFINDER OWNERS HAVING THE SAME PROBLEM ONLINE, SO I TOOK IT TO NISSAN D'PATRICK IN EVANSVILLE, IN. I EXPLAINED THE PROBLEM AND SPENT A COUPLE OF HOURS IN THE DEALERSHIP AND THEY SAID THAT THEY ADJUSTED A FEW THINGS BUT COULD NOT FIND A PROBLEM. I WAS TOLD THAT THEY HAD NO KNOWLEDGE OF ANY PROBLEM ALONG THE LINES OF WHAT I WAS TELLING THEM. I WENT BACK TO D'PATRICK LETTING THEM KNOW THAT WHATEVER THEY ADJUSTED DID NOT WORK. I WAS TOLD THAT THERE IS NOTHING THEY CAN DO. THERE HAVE BEEN SEVERAL CLOSE CALLS WHEN TURNING INTO TRAFFIC AND THE PATHFINDER NOT ACCELERATING. I HAVE LEARNED TO BE PATIENT WHEN TURNING ON TO A BUSY STREET BECAUSE I NEVER KNOW WHEN THE PATHFINDER WILL NOT PERFORM THE SIMPLE DUTY OF ACCELERATING. THIS VEHICLE IS A HUGE SAFETY RISK TO MY FAMILY AND OTHER INNOCENT PEOPLE ON THE ROAD. I MET SOMEONE WITH THE SAME PROBLEM LOCALLY AND HE TOLD ME THAT HE FILED A COMPLAINT ON NISSAN AND HAD THE DEALERSHIP PULL UP ALL OF THE COMPLAINTS AND THEY ADMITTED THAT THEY KNEW ABOUT THE PROBLEM AND THAT THEY HAVE A WORK AROUND FOR THE ISSUE BY BYPASSING A HARNESS SYSTEM.

- **NHTSA ID: 11170502 Incident Date January 17, 2019:** I PURCHASED A USED 2015 PATHFINDER. IT'S BEEN IN THE SHOP 4 TIMES IN 7 MONTHS. TRANSMISSION ISSUE, JERKING THE CAR...IN MIDDLE OF INTERSECTION..PART INSIDE THE TRANSMISSION. THE GEAR SHIFTER WENT OUT & NOW THE FAN. OF COURSE I'VE HAD TO FIGHT WITH NISSAN AFFAIRS AND THEY ARE ONLY WILLING TO PAY 60%! AFTER READING ALL THE COMPLAINTS THERE SHOULD BE A RECALL!
- **NHTSA ID: 11092097 Incident Date March 1, 2018:** AT INTERMITTENT TIMES WHILE DRIVING THE VEHICLE WILL NOT ACCELERATE WHEN YOU PUSH ON THE GAS, THIS IS VERY DANGEROUS NOT ONLY TO ME BUT TO OTHER PEOPLE BECAUSE IT HAS ALMOST CAUSED ACCIDENTS . WHEN THIS OCCURS THE TRACTION CONTROL LIGHT WILL COME ON AND REMAIN LIT UNTIL THE CAR IS RESTARTED. ALSO THE BRAKE LIGHTS WILL STAY



LIGHT . IT HAS BEEN TAKEN TO THE DEALERSHIP WHERE NO CODES COULD BE FOUND, ON 05/02/2018 IT WAS TAKEN BACK TO THE DEALERSHIP AFTER MANY CALLS TO NISSAN MOTORS ABOUT THIS PROBLEM THEY GAVE ME A REFERENCE CASE # OF 30341997 ALL THIS WAS GIVEN TO THE DEALERSHIP TO TRY TO FIND THE PROBLEM A SECOND TIME AFTER THEY WERE CONTACTED BY NISSAN AND MYSELF. AFTER 7 HOURS OF HAVING MY CAR FOR DIAGNOSTICS I WAS TOLD IT APPEARS TO BE A FACTORY DEFECT THAT NEEDS 3 PARTS ORDERED TO DO A WORK AROUND. TWO NEW WIRING HARNESSSES AND A SWITCH THAT WILL ALLOW THEM TO BYPASS BRAKE SWITCH RELAY AND REROUTE TO BODY CONTROL MODULE , I WAS TOLD THIS WOULD COST AND ADDITIONAL \$500 PLUS ON TOP OF THE \$121.62 I ALREADY PAID FOR THE DIAGNOSTICS I DO NOT THINK A CONSUMER SHOULD HAVE TO PAY FOR A FACTORY DEFECT FIRSTLY, THEN HOW IS THIS WORK AROUND GOING TO AFFECT THE SAFETY OF MY VEHICLE FOR MYSELF AND OTHERS? ALSO NISSAN MUST BE WELL AWARE OF THIS PROBLEM FOR THEM TO ALREADY HAVE MANUFACTURED THESE PARTS TO DO A WORK AROUND TO CORRECT IT. ARE THEY TRYING TO RISK PEOPLE LIVES TO SAVE A DOLLAR? SO IN SUMMERY I HAVE AN ACCELERATION PROBLEM THAT IS GOING TO GET SOMEONE KILLED TRACTION CONTROL ISSUE THAT I HAVE NO IDEA IF IT IS WORKING CORRECTLY OR NOT OR IF IT IS GOING TO BE DISABLED. BRAKE LIGHTS THAT STAY ON WHEN DRIVING WHEN THIS HAPPENS THAT OTHER DRIVERS CAN'T TELL IF I AM APPLYING THE BRAKES OR NOT. DON'T LIKE THE IDEA OF HAVING SUCH A NEW MODEL CAR HAVE A SAFETY ISSUE WORKAROUND DONE ON IT THAT IT WAS NOT DESIGNED FOR.

- **NHTSA ID: 11088859 Incident Date April 17, 2018:** AFTER APPLYING BRAKES BEFORE MAKING A LEFT HAND TURN, PRESSING ON THE GAS PEDAL YIELDED NO RESULTS, NO ACCELERATION, NO RPM MOVEMENT, PUSHING THE GAS PEDAL ALL THE WAY TO THE FLOORBOARD YIELDED NO RESULTS. ONLY AFTER STEPPING OFF OF GAS PEDAL AND REAPPLYING THE BRAKES THEN PUSHING GAS PEDAL DID THE CAR RETURN TO NORMAL OPERATIONS. THIS HAS BEEN AN INTERMITTENT PROBLEM AND HAS ALMOST CAUSED SEVERAL ACCIDENTS. BELIEVE IT TO BE RELATED TO THE BRAKE RELAY WHICH IS WHY IT WILL NOT THROW A CODE.
- **NHTSA ID: 11046993 Incident Date November 16, 2017:** LOSS OF ACCELERATION AFTER STOPPING. PUSHED THE GAS PEDAL TO THE FLOOR & NO RESPONSE, NO RPM CHANGE. PUMPED GAS PEDAL SEVERAL TIMES, FINALLY THE VEHICLE RESPONDED AFTER ALMOST BEING HIT. MY VEHICLE IS AN AUTOMATIC. THIS HAS HAPPENED SEVERAL TIMES & ALWAYS SEEMS TO BE AFTER BREAKING. I DO NOT HAVE MY FOOT ON THE BREAK BUT IT DOES SEEM TO RESPOND AFTER I SWITCH FROM BREAK TO GAS SEVERAL TIMES AS IF IT IS A FAULTY SWITCH.

- **NHTSA ID: 10924471 Incident Date November 6, 2016:** WHILE DRIVING MY VEHICLE HOME FROM WORK IT STARTED JERKING AND THEN IT JUST STOPPED. AND IT WON'T START BACK UP
- **NHTSA ID: 10850927 Incident Date March 18, 2016:** IT STARTED WITH THE DREADED HESITATING/JERKING THING I HAVE READ ABOUT NISSAN CVT TRANNYS. THE DEALERSHIP STATED IT WAS A VALVE INSIDE THE TRANSMISSION, AND NOT THE TRANNY ITSELF. HOW IS A VALVE INSIDE THE TRANSMISSION NOT BE A PART OF THE TRANSMISSION?!?! THEY NEEDED TO REPLACE IT AND IT WILL TAKE APPROXIMATELY 3 DAYS. THEY SAID IF IT MIGHT OR MIGHT NOT SOLVE THE PROBLEM. IF AFTER REPAIR, IT CONTINUES, THEY WILL HAVE TO REPLACE THE WHOLE TRANSMISSION.I THOUGHT NISSAN ALREADY FIXED THIS CVT TRANSMISSION ISSUE?
- **NHTSA ID: 11355424 Incident Date August 30, 2020:** ON MULTIPLE OCCASIONS (AT LEAST 6 - TWICE WITHIN 10 MINUTES OF EACH OTHER), WHEN TURNING AFTER SLOWING DOWN OR BEING AT A COMPLETE STOP, THE CAR SEEMS TO LOSE POWER. IT WILL NOT ACCELERATE UNLESS YOUR FOOT IS TAKEN OFF THE GAS PEDAL AND THE GAS PEDAL IS PRESSED DOWN AGAIN. IT A A SAFETY CONCERN BECAUSE THERE HAS BEEN ONCOMING TRAFFIC WHEN THIS HAS HAPPENED. AN ACCIDENT IS BOUND TO OCCUR. THE CAR DEALER CAN'T ISOLATE THE ISSUE. THEIR RECOMMENDATION IS TO REPLACE THE ABS MODULE WHICH THEY THINK MIGHT FIX THE PROBLEM.. THE COST IS \$2100 FOR THE PART ALONE TO REPAIR WHAT THEY HOPE WILL FIX IT. THIS SHOULD ABSOLUTELY BE A RECALL.
- **NHTSA ID: 11355134 Incident Date March 20, 2020:** TO WHOM IT MAY CONCERN; I HOPE THAT THIS EMAIL DOESN'T FALL UNDER DEAF EARS AND SOMEONE CAN REACH OUT AND ASSIST ME WITH MY VEHICLE PROBLEM. THIS IS A SAFETY CONCERN AND NEEDS YOUR IMMEDIATE ATTENTION. I HAVE TAKEN THE VEHICLE TO MY LOCAL DEALERSHIP WHO HAS INFORMED ME THAT THIS IS A MANUFACTORY PROBLEM. I HAVE THREE LOVELY KIDS THAT DEPEND ON THEIR MOTHER TO DRIVE THEM AROUND. AS A LOYAL NISSAN OWNER, THE BRAND HISTORY AND QUALITY IS WHY I HAVE BEEN WITH YOU FOR YEARS AND THE REASON I INVESTED IN THE PURCHASE OF YOUR VEHICLE (BRAND NEW). MY ENTIRE FAMILY HAS ALWAYS BEEN NISSAN LOYAL CUSTOMERS FOR YEARS AND THIS HAS ERODED OUR CONCERNS IN THE QUALITY AND BRAND. MY FAMILY AND I HAVE NEVER EXPERIENCED THIS POOR QUALITY ON PREVIOUS VEHICLES THAT WE PURCHASED IN THE PAST SO THIS IS WHY I COME TO YOU NOW THAT THE DEALERSHIP IS UNABLE TO ASSIST US. I HOPE THIS LAST EFFORT TO REACH OUT TO YOU AND ADDRESS MY SAFETY CONCERNS. WE EXPECT THAT YOU ARE AS LOYAL

TO YOUR CUSTOMERS AS YOUR CUSTOMERS ARE LOYAL TO YOU WHEN THERE IS AN ISSUE. MY VEHICLE SEEMS TO SHUDDERS (JERKS AND STUTTERS) DURING ACCELERATION OR DRIVING FOR NO APPARENT REASON. IT HAS HAPPENED SEVERAL TIMES AND WITHOUT WARNING AND FOR NO APPARENT REASON. MY LOCAL DEALERSHIP INSPECTED THE VEHICLE AND INFORMED ME THAT THIS IS A MANUFACTORY ISSUE/DEFECT AND I NEEDED TO CONTACT YOU. I ATTACHED A COPY OF THE DEALERSHIP INSPECTION. I REVIEWED THE US NHTSA WEBSITE AND NOTICED SEVERAL SIMILAR ISSUES RELATED TO MY MODEL FROM VARIOUS CUSTOMERS SEEM TO HAVE THIS PROBLEM. PLEASE REVIEW AND INFORMED ME WHAT COURSE OF ACTION I NEED TO PROCEED. WE WAIT FOR YOUR RESPONSE AND HOPE TO SEE THIS MATTER RESOLVED.

- **NHTSA ID: 11203799 Incident Date April 25, 2019:** LOSS OF POWER WHILE IN MOTION FROM A 35 MPH ZONE AND WENT DOWN TO 20 MPH RELEASE GAS PEDAL AND REGAINED POWER. I SEE THE SAME ISSUE REPORTED OTHER POSTS. PLEASE INVESTIGATE BEFORE THE LOSS OF LIFE.
- **NHTSA ID: 11192068 Incident Date March 27, 2019:** I HAVE A 2015 NISSAN PATHFINDER. I HAD MY TRANSMISSION CHANGED UNDER WARRANTY AFTER TWO YEARS AND 8 MONTHS LATER I'VE STARTED TO HAVE ACCELERATION PROBLEMS AND THE BREAK LIGHTS STAY ON AFTER THE VEHICLE IS TURNED OFF. USUALLY AFTER A COMPLETE STOP OR YIELDING I CAN PUSH THE GAS PEDAL TO THE FLOOR AND NOTHING WILL HAPPEN FOR SEVERAL SECONDS. I ACTUALLY THOUGHT THE CAR TURNED OFF THE FIRST TIME IT HAPPENED. I TOOK IT TO THE DEALER AND THEY COULDN'T DUPLICATE THE ISSUE. ONE WEEK LATER THE SAME THING HAPPENED AGAIN. THIS TIME I CALLED NISSAN CORPORATION AND WAS PROVIDED A CASE NUMBER AND TOLD TO TAKE IT BACK TO THE DEALER. THE DEALER HAD THE CAR FOR 4 DAYS AND ONCE AGAIN STATED THEY COULDN'T FIND ANYTHING. TWO DAYS AFTER PICKING THE CAR UP, IT DID THE EXACT SAME THING. ONCE AGAIN I CALLED NISSAN CORPORATION AND LEFT THEM A MESSAGE. I CALLED THE DEALER AND WAS SURPRISED THAT THEY TOLD ME I COULDN'T BRING THE CAR IN, BECAUSE THEY CAN'T DUPLICATE THE PROBLEM. I SUBMIT THIS IS A SAFETY CONCERN THAT SHOULD FORCE NISSAN TO RECALL ALL VEHICLES AFFECTED WITH NO ACCELERATION.
- **NHTSA ID: 11180140 Incident Date January 30, 2019:** WHEN TURNING THE VEHICLE STALLS. UNABLE TO ACCELERATE. BREAK LIGHT SWITCH RELAY.ALREADY A PREVIOUS RECALL.
- **NHTSA ID: 11176027 Incident Date February 9, 2019:** WHEN TRYING TO ACCELERATE AFTER BRAKING FOR A TRAFFIC SIGNAL, OFTEN I CANNOT GET THE CAR TO ACCELERATE PAST 10 MPH. I SHIFT INTO NEUTRAL, BACK INTO DRIVE, AND CAN ACCELERATE PROPERLY. I HAVE TAKEN

MY VEHICLE TO WOLFCHASE NISSAN IN BARTLETT, TN. THEY ARE UNABLE TO RELOCATE THE PROBLEM, THUS PREVENTING THEM FROM ADDRESSING THE ISSUE. THIS HAPPENS IF I'M STOPPED AT A TRAFFIC LIGHT, ALSO IF I AM MAKING A TURN IN EITHER DIRECTION. IT DOESN'T HAPPEN EVERY TIME, BUT OFTEN ENOUGH TO BE CONSIDERED DANGEROUS.

- **NHTSA ID: No. 11171698 Incident Date December 22, 2018:** I PURCHASED MY NISSAN IN AUGUST OF 2018. IT ONLY HAD A LITTLE OVER 23K MILES. ON 12/22/2018 I TOOK MY VEHICLE TO BARON NISSAN WHERE I PURCHASED IT AND ADVISED THAT THE VEHICLE WOULD NOT ACCEL WHEN SPEED WAS BELOW 20 MILES PER HOUR. IF I ATTEMPTED TO SLOW DOWN AND THEN BEGIN TO ACCEL AGAIN THE VEHICLE WOULD NOT MOVE. IT JUST ROLLS AS I PRESS THE GAS PEDAL MANY TIMES. THEN ALL OF A SUDDEN THE VEHICLE WOULD BEGIN TO ACCEL. THE DEALER ADVISED THE STOP LAMP SWITCH NEEDED TO BE REPLACED AND IT WAS COVERED UNDER WARRANTY. I LEFT WITH THE VEHICLE AND THEN TWO DAYS LATER I BEGAN TO HAVE THE SAME ISSUE AGAIN. IT IS RANDOM AND YOU NEVER CAN TELL WHEN IT'S GOING TO HAPPEN. THIS IS VERY DANGEROUS WHEN ATTEMPTING TO GET ON A HIGHWAY OR MAKING A LEFT TURN AND THE CAR DOESN'T ACCELERATE. CAR WENT BACK TO BARON NISSAN ON 12/29/2018. THE VEHICLE WAS CHECKED, DRIVEN PERSONALLY BY SERVICE MANAGER AND I WAS TOLD THEY COULD NOT FIND AN ERROR CODE STATING WHAT THE PROBLEM COULD BE. NOW I HAVE REVIEWED THIS SITE AND SEE 3 OTHER OWNERS ARE HAVING THE SAME PROBLEM. NOW I HAVE RECORDED MY CAR SLIP LIGHT BEING ON MORE THAN ON ONE OCCASION, MY BRAKE LIGHTS STAY ON EVEN WHEN THE VEHICLE IS OFF AND I BEGIN TO FEEL THE SAME PROBLEM WITH THE VEHICLE NOT ACCELERATING. IM TRYING TO TEACH MY SON HOW TO DRIVE AND CAR WOULD NOT ACCEL AS HE WAS MAKING A LEFT TURN. THIS PROBLEM IS A VERY SERIOUS SAFETY ISSUE AND NISSAN NEEDS TO GET A PERMINANT FIX IMMEDIATELY. AT THIS TIME MY VEHICLE HAS ONLY 29K MILES AND I WILL BE REPORTING PROBLEM TO NISSAN CORPORATE
- **NHTSA ID: No. 11073114 Incident Date June 1, 2017:** TL\* THE CONTACT OWNS A 2015 NISSAN PATHFINDER. WHILE DRIVING 25 MPH, THE ACCELERATOR PEDAL WAS APPLIED, BUT FAILED TO RESPOND. THE VEHICLE STALLED WITHOUT WARNING. THE VEHICLE WAS TAKEN THREE TIMES TO A LOCAL DEALER (SANDY SANSING NISSAN, 5705 PENSACOLA BLVD, PENSACOLA, FL 32505), BUT THEY WERE UNABLE TO DUPLICATE THE FAILURE. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED. THE FAILURE MILEAGE WAS 57,353.

- **NHTSA ID: 11219315 Incident Date June 11, 2019:** TL\* THE CONTACT OWNS A 2015 NISSAN PATHFINDER. WHILE DRIVING 10 MPH, THE ACCELERATOR PEDAL WAS APPLIED, BUT THE VEHICLE FAILED TO ACCELERATE AND STALLED. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE VEHICLE WAS TAKEN TO NALLEY NISSAN OF CUMMING (1310 BUFORD HWY, CUMMING, GA 30041, (678) 648-7290) WHERE IT WAS DIAGNOSED THAT THE STOP LAMP SWITCH NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT CONTACTED. THE FAILURE MILEAGE WAS 38,000.
- **NHTSA ID: 11206013 Incident Date May 5, 2019:** 2015 NISSAN PATHFINDER WITH 43,000 MILES FOR THE LAST 6 MONTHS VEHICLE HAS GIVING US PROBLEMS ACCELERATING AFTER COMING TO A COMPLETE STOP AND WHILE DRIVING AT NORMAL SPEEDS. I WOULD START TO ACCELERATE AFTER A COMPLETE STOP AND THE PATHFINDER WOULD ONLY MOVE AT A SLIGHTLY HIGHER THAN IDLE SPEED UNTIL I PUT MY FOOT ON THE BRAKE AND THEN ONCE AGAIN ON THE ACCELERATOR PEDAL. OTHER TIMES I WILL BE DRIVING AT A SPEED ABOVE 20 MILES PER HOUR AND THE PATHFINDER WILL NO LONGER ACCELERATE PAST THE CURRENT SPEED NO MATTER HOW HARD I PRESS THE ACCELERATOR UNTIL I TAP THE BRAKE AND THEN THE ACCELERATOR. I ALSO NOTICED THAT SOME TIMES WHEN ONE OF THESE EVENTS HAPPENS, THE SLIP LIGHT INDICATOR WILL COME ON AND STAY ON UNTIL THE PATHFINDER IS TURNED OFF AND BACK ON. THIS ISSUE CAN HAPPENS RANDOMLY. THIS VEHICLE IS USED TO TRANSPORT MY KIDS TO SCHOOL & ALMOST GOT INTO A COUPLE OF ACCIDENTS DUE TO VEHICLE NOT ACCELERATING FAST ENOUGH. WIFE WILL NOT DRIVE VEHICLE DUE TO SAFETY CONCERNS NOW.
- **NHTSA ID: 11187173 Incident Date March 15, 2019:** BREAK LIGHTS WILL STAY ON EVEN IF THE CAR IS PARKED. IT WILL STAY ON WHILE DRIVING. WHEN THIS HAPPENS I HAVE TO DEPRESS BRAKE PEDAL TWICE. THE OTHER ISSUE IS LOSS OF POWER. WHEN ACCELERATING FROM A COMPLETE STOP, THE CAR WILL NOT GO WHEN I PUSH THE GAS. EVEN IF THE ACCELERATOR IS FULLY DEPRESSED THE CAR WILL NOT MOVE. THIS ALSO OCCURS WHILE IN MOTION. IT HAS HAPPENED WHILE TRYING TO ACCELERATE ONTO THE HIGHWAY AND THERE WAS LOSS OF POWER.
- **NHTSA ID: 11149759 Incident Date November 6, 2018:** DURING ACCELERATION THERE IS A SUDDEN COMPLETE LOSS OF POWER. ENGINE DOESN'T TURN OFF AND THE RPMS DO NOT RISE. THE POWER WILL COME BACK WITHIN A FEW SECONDS. I WAS ON A SURFACE STREET MAKING A LEFT HAND TURN ONTO TO AN ACCESS ROAD THE FIRST TIME IT HAPPENED. TODAY, THE NEXT DAY, A WAS STOPPED AT A STOP LIGHT AND WHEN I TRIED TO GO AFTER THE LIGHT TURNED GREEN I HAD ZERO POWER FOR 3-4 SECONDS.

- **NHTSA ID: 11104768 Incident Date June 27, 2018:** MY TRUCK IS CURRENTLY AT THE DEALERSHIP AND THEYRE CLAIMING THAT THE TRANSMISSION NEEDS TO BE REPLACED. THIS IS A NEW TRUCK WITH 71000 MILES
- **NHTSA ID: 11079512 Incident Date March 15, 2018:** ACCELERATING FROM STOP AND EXPERIENCE A STUDDER OR DELAYED ACCELERATION. MUST RELEASE ACCELERATOR AND THEN PRESS AGAIN TO ACCELERATE. THIS IS AN INTERMITTENT ISSUE AND CANNOT BE REPRODUCED ON DEMAND SO IT MAKES IT HARD TO DIAGNOSE WITH A MECHANIC.
- **NHTSA ID: 11359899 Incident Date October 27, 2019:** OCTOBER 2019, I NOTICED A LOUD CLANKING NOISE ON OUR 2017 NISSAN PATHFINDER. I DO NOT LIVE NEAR DEALERSHIP, SO WE CALLED AND DESCRIBED SYMPTOMS. THE SERVICER REPORTED THAT WHILE HE COULDN'T DIAGNOSE WITHOUT SEEING THE VEHICLE, GUESSED OUR RADIATOR FAN NEEDED REPLACED DUE TO BEING A COMMON PROBLEM, NOT UNDER WARRANTY AT APPROXIMATELY 65K (\$1800 EST.) COOLING FAN REPLACED BY LOCAL MECHANIC FOR APPROXIMATELY \$600 WITH AN AFTERMARKET PART. THIS FAN IS IMPERATIVE IN KEEPING THE TEMPERATURE REGULATED AND CAN CAUSE FURTHER DAMAGE AND SAFETY CONCERNS. WHICH LEADS ME TO MY NEXT COMPLAINT. SUMMER 2020. I TAKE MY PATHFINDER TO MY MECHANIC (BRAKES, TIRES, OIL CHANGE). UPON PICK-UP, HE INFORMS OF GRITTY OIL THAT HE HAS NEVER NOTED IN PREVIOUS OIL CHANGES AND RECOMMENDS I CHANGE IT AGAIN, BEFORE MY ROUTINE 3-5K. I TAKE IT BACK A MONTH LATER, AUGUST 2020 FOR INSPECTION, OILED CHANGED AGAIN. WITHIN THE NEXT FEW WEEKS MY CHECK ENGINE LIGHT TURNS ON. THE CODE IS READING A FUEL PRESSURE TEMP SENSOR. MECHANIC IS UNABLE TO LOCATE PART, EVEN FROM DEALERSHIP. I BEGIN HAVING ISSUES WITH ENGINE SURGING WHILE DRIVING/IDLING, RATTLING ENGINE, STALLING AT LIGHTS, ISSUES STARTING INCLUDING HESITANCY FOLLOWED BY REVING. OVER TWO WEEKS, I WAS EXPERIENCING INTERMITTENT FLASHING INDICATOR LIGHTS. NO MECHANIC, AUTO PARTS WAS ABLE TO FIND A CODE. I CALLED MY CLOSEST DEALERSHIP THE LAST WEEK OF AUGUST AND RECEIVED AN APPOINTMENT FOR 9/14, 3 WEEKS AWAY. I GREW CONCERNED WITH MY FAMILIES SAFETY EACH DRIVE AND BEGAN REACHING OUT TO OTHER DEALERS (2+ HRS AWAY). MY PATHFINDER WAS TAKEN TO A DEALER 9/4/20. DIAGNOSED WITH TIMING CHAIN, GUIDE, TENSIONER ISSUES. ESTIMATE \$3100. IT HAS BEEN THERE 2 WEEKS TODAY AND THEY ARE STILL UNABLE TO GET PARTS NEEDED FOR REPAIR AND ARE UNABLE TO DETERMINE WHEN THIS WILL HAPPEN. MY FAMILIES ONLY VEHICLE, LESS THAN 3 YEARS OLD, 75,000 MILES. NISSAN REFUSES TO HELP AT ALL.

- **NHTSA ID: 11301073 Incident Date December 30, 2019:** I PULLED OUT TO TURN LEFT ON A FOUR LANE CITY STREET, ENTERED INTO THE FIRST 2 LANES (TRAFFIC COMING FROM DRIVER'S SIDE) WHEN THE CAR STOPPED ACCELERATING AND JUST SAT MOTIONLESS WHILE CARS IN BOTH LANES WERE MOVING TOWARD ME. SPEED LIMIT ON THAT STREET IS 50 MPH. I MAINTAINED PRESSURE ON THE GAS, AND EVENTUALLY THE CAR BEGAN TO MOVE. THE NEXT MORNING, I TOOK THE CAR TO THE BRANDON FLORIDA NISSAN DEALER AND IT WAS DETERMINED THAT THE TRANSMISSION HAD FAILED AND NEEDED TO BE "REBUILT". THIS IS A 2017 PATHFINDER WITH 45000 MILES.
- **NHTSA ID: 11256746 Incident Date September 14, 2019:** TL\* THE CONTACT OWNS A 2017 NISSAN PATHFINDER. WHILE DRIVING 55 MPH, THE VEHICLE BEGAN TO STALL WITHOUT WARNING. THE CONTACT TOOK THE VEHICLE TO NISSAN OF ATHENS (4735 ATLANTA HWY, BLDG. C, ATHENS, GA 30606, 706-410-1914) WHERE IT WAS DIAGNOSED THAT THE TRANSMISSION NEEDED TO BE REPLACED. THE VEHICLE WAS COVERED UNDER WARRANTY AND THE CONTACT HAD TO PAY A \$50 DEDUCTIBLE FOR THE REPAIR. THE CONTACT STATED THAT THE FAILURE CONTINUED TO OCCUR INTERMITTENTLY WITHOUT WARNING AFTER THE REPAIR. THE CONTACT RETURNED THE VEHICLE TO THE DEALER, BUT THEY WERE UNABLE TO FIND A FAILURE WITH THE VEHICLE. THE MANUFACTURER WAS NOT NOTIFIED. THE VEHICLE HAD NOT BEEN REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 70,381. \*BF CONSUMER STATED THAT VEHICLE HESITATES TO EXCEL.\*JB
- **NHTSA ID: 11183354 Incident Date February 15, 2019:** I WAS DRIVING 60 MPH WHEN I SUDDENLY NOTICE THE TRUCK LOST POWER AND WAS MAKING REALLY LOUD NOISE UNDER THE FRONT BETWEEN THE FRONT TIRES. PULLED OVER TO THE SIDE OVER HIGHWAY AND CALL FOR ASSISTANTCE. TOWED THE TRUCK TO THE DEALER AND WAS TOLD MY TRANSMISSION WAS COMPLETELY DESTROYED. I WILL NEED NEW ONE LIKE NOW AND THE COST WAS 4500 DOLLARS. LUCKY I STILL HAVE MY FACTORY WARRANTY LEFT FOR ABOUT 4000 BEFORE IT EXPIRES AND I HOPE NISSAN MAN UP AND FIXES IT.
- **NHTSA ID: 11155797 Incident Date December 3, 2018:** WE OWN A 2015 AND A 2017 PLATINUM PATHFINDER BOTH WITH 25K MILES. THE 2017 HAS 20-30 MORE HORSEPOWER THAN THE 2015, BUT THE 2017 IS MUCH SLOWER. THE 2017 IS VERY SLUGGISH FROM 0-35MPH. THE ACCELERATION HAS PROGRESSIVELY GOTTEN WORSE. I'VE PUT THE HIGHEST OCTANE IN AS INSTRUCTED BY NASHVILLE NISSAN; STILL SLOW. ACCELERATING UPHILL AT LOW RPMS MAKES THE ENGINE RATTLE (ABLE TO HEAR IT WHEN DRIVING BY A STRUCTURE TO BE ABLE TO HEAR THE SOUND REVERB OFF BACK TO VEHICLE). TRIED MULTIPLE DIFFERENT AIR FILTERS TO HELP ENGINE BREATHE, STILL SLOW. ANY HELP WILL HELP.

- **NHTSA ID: 11144797 Incident Date October 15, 2018:** CVT TRANSMISSION SHOWS SIGNIFICANT HESITATION WHEN INCREASING SPEED ON A HILLY ROAD AND FUEL IMMOBILIZER MAKES ENGINE SHOWS SIGN OF IDOLING WHICH FEELS LIKE ENGINE IS ABOUT TO STALL
- **NHTSA ID: 11121811 Incident Date August 21, 2018:** TL\* THE CONTACT OWNS A 2017 NISSAN PATHFINDER. WHILE DRIVING 35 MPH, THE VEHICLE JOLTED FORWARD, THE CHECK ENGINE INDICATOR ILLUMINATED, AND THE VEHICLE STALLED. THE VEHICLE WAS TOWED TO NISSAN OF BRADENTON (1611 CORTEZ RD W, BRADENTON, FL 34207, (941) 755-1571) WHERE IT WAS DETERMINED THAT THERE WAS A JUDDER CODE FOR THE TRANSMISSION. THE CONTACT WAS ALSO INFORMED THAT THE TRANSMISSION BODY BELT NEEDED TO BE REPLACED AND, IF THE FAILURE PERSISTED, THE TRANSMISSION WOULD ALSO NEED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT CONTACTED. THE APPROXIMATE FAILURE MILEAGE WAS 25,000. THE VIN WAS NOT AVAILABLE.
- **NHTSA ID: 11096894 Incident Date January 5, 2018:** THE CVT TRANSMISSION DOESN'T SHIFT CORRECTLY. I HAVE BROUGHT MY CAR INTO THE DEALERSHIP AND CALLED THE MANUFACTURE 6 TIMES. THEY SAY IF IT DOESN'T SHOW A CODE THERE IS NOTHING THEY CAN DO. THE CAR WHILE DRIVING WILL NOT SHIFT CORRECTLY CAUSING YOU NOT TO BE ABLE TO MOVE AT THE SPEED OF TRAFFIC FOR UPWARDS OF 20 SECONDS AT A TIME.
- **NHTSA ID: 11072082 Incident Date February 9, 2018:** WHILE DRIVING ON AN COUNTRY ROAD GOING 35, MY 2017 PATHFINDER SUV ALL OF A SUDDEN HESITATED TO GO PAST 40 FOR A FEW SECONDS. HAD MY FOOT TO THE FLOOR, THE RPM GAUGE WAS SPINNING BUT I COULDN'T GET PAST 40.
- **NHTSA ID: 11283210 Incident Date September 1, 2019:** WHENEVER I ACCELERATE ON STREET FROM 10-30 MPH CAR JERKS/STUTTERS DURING ACCELERATION, ALSO WHEN I RELEASE THE GAS PEDAL CAR SLOWS DOWN AND LIGHTLY JERKS
- **NHTSA ID: 11207123 Incident Date May 10, 2019:** FAULTY TRANSMISSION CAME OUT OF PARK. STATIONARY. DRIVE WAY.
- **NHTSA ID: 11176073 Incident Date November 2, 2018:** WE PURCHASED A 2017 NISSAN PATHFINDER FOR OUR FAMILY 5 FROM PETERS NISSAN IN NASHUA N.H. AUGUST 2017. IN NOVEMBER 2018 WE STARTED HAVING PROBLEMS WITH THE VEHICLE LOSING POWER, AND SHAKING LIKE IT'S READY TO STALL OUT. WE TOOK IT IN TO NISSAN AND THEY CLAIMED THEY REPLACED ALL 6 FUEL INJECTORS AND 5 UPPER INJECTOR 0-RINGS. WE BROUGHT IT BACK ON DEC 3, 2018 FOR THE SAME PROBLEM AND NISSAN DOCUMENTATION STATES THAT THEY PERFORMED ROAD



TEST AND VEHICLE ROAD GAUGE READ ALL THE WAY EMPTY EVEN THOUGH THE VEHICLE HAD ONE HALF A TANK OF FUEL. THEY CLAIMED TO HAVE REPLACED INTERNAL FUEL PUMP AND AND THE VEHICLE FUEL GAUGE WAS THEN READING AT THE APPROPRIATE LEVEL AND THE VEHICLE WAS RETURNED TO US. ON JAN 14, 2019 WE TOOK THE VEHICLE BACK TO NISSAN FOR THE SAME MECHANICAL PROBLEM AND THEY KEPT IT UNTIL FEB 6 CLAIMING THAT THEY WERE DOING EXTENSIVE RESEARCH TO DIAGNOSE AND FIX THE PROBLEM. AFTER 3 WEEKS WITHOUT OUR VEHICLE WE WERE CALLED TO PICK IT UP AND THE WORK ORDER STATED "ROAD TESTED VEHICLE AND COULD NOT DUPLICATE CONDITION". HOWEVER THE PAPERWORK INDICATES THAT THE MILEAGE IN WAS 23181 AND THE MILEAGE OUT WAS EXACTLY THE SAME, 23181, INDICATING THAT NISSAN NEVER REALLY DID ANYTHING TO RESOLVE THE PROBLEM. WE ARE A FAMILY OF 5 AND FOR US THIS VEHICLE WAS A HUGE INVESTMENT, WE'RE CONFIDENT IN THE NISSAN BRAND NAME BUT NOW WE ARE REGRETTING OUR DECISION. WE HAVE REQUESTED THAT NISSAN BUY THE VEHICLE BACK SO WE CAN PURCHASE A RELIABLE VEHICLE FROM ANOTHER BRAND NAME CORPORATION OR AT A MINIMUM REPLACE THIS VEHICLE WITH A NEW NISSAN PATHFINDER TO NO AVAIL, SO NOW WE FEEL WE ARE STUCK WITH THIS HIGH PRICED LEMON.

- **NHTSA ID: 11035353 Incident Date September 14, 2017:** I HAVE A 2017 NISSAN PATHFINDER LAST MONTH I STARTED TO HAVE PROBLEM WITH THE VEHICLE WENT ENTERING A HIGHWAY THE VEHICLE BEGINS TO STUTTERS AND SOMETIMES IT HESITATE FOR A FEW SECONDS AND RETURNS TO NORMAL BUT THAT'S CONSTANTLY I TOOK IT TO THE DEALER BUT DID SAID THAT NOTHING IS WRONG WITH THE VEHICLE TO KEEP DRIVING UNTIL IT GIVE A CODE IT HAS HAPPEN SEVERAL TIMES AND THE DEALER CANT FIND ANYTHING WHAT'S NEXT WAIT UNTIL THE TRANSMISSION GOES AND I HAVE TO PAY FOR IT NOT FARE
- **NHTSA ID: 11288743 Incident Date September 6, 2019:** CAR CONSTANTLY STUTTERS, WHEN DRIVING ON THE HIGHWAY IT FEELS LIKE WHEN YOU RUN OUT OF GAS, I'VE HAD MULTIPLE PROBLEMS WITH THE MASS AIRFLOW SENSOR WHICH IS UNRESOLVED AND UNABLE TO BE DUPLICATED WHEN NEEDED TO BE FOUND. THE 2 WEEKS AFTER PURCHASE THE FAN WENT OUT. I'VE REPLACED THE MASS AIR FLOW SENSOR AND STILL SAME ISSUE. THE TOUCH SCREEN GOES BLACK AND ALSO IS NO LONGER WORKING. ALL PROBLEMS STARTED RIGHT AFTER WARRANTY ENDED. I'VE BEEN STRANDED MULTIPLE TIMES IN DIFFERENT CITIES. WHEN THE CAR IS STATIONARY AND ON IT BLOWS OUT WHITE SMOKE AFTER A CERTAIN AMOUNT OF TIME. I'M SCARED TO PULL OUT IN TRAFFIC BECAUSE THE HESITATION AND THE FEELING OF IT GOING TO LOSE POWER.

- **NHTSA ID: 11360815 Incident Date August 28, 2018:** TL\* THE CONTACT OWNS A 2018 NISSAN PATHFINDER. THE CONTACT STATED WHILE DRIVING 60 MPH, THE VEHICLE HESITATED WITHOUT WARNING. THE CONTACT CONTINUED DRIVING TO HIS DESTINATION. THE VEHICLE WAS TAKEN TO COULTER NISSAN LOCATED AT 13301 N AUTOSHOW AVE, SURPRISE, AZ 85388, (833) 782-8468, HOWEVER, THE MECHANIC WAS UNABLE TO DUPLICATE THE FAILURE. THE CONTACT STATED THAT THE FAILURE PERSISTED. THE CONTACT ALSO STATED THAT THE BATTERY WAS REPLACED THREE TIMES. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER HAD NOT BEEN INFORMED OF FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 7,000.
- **NHTSA ID: 11310448 Incident Date January 10, 2020:** THE TRANSMISSION SEEMS TO BE SLIPPING. AT LOW RPMS THERE IS A NOTICEABLE METALLIC SOUND AND LOSS OF POWER, ESPECIALLY WHEN MAKING LEFT OR RIGHT TURNS. I HAVE TAKEN THE VEHICLE TO MY LOCAL DEALERSHIP AT LEAST THREE TIMES WITHOUT THEM FINDING A SOLUTION OR BEING ABLE TO FIX THE ISSUE. INSTEAD I'M BEING TOLD THAT THE HEAT SHIELD IS THE ISSUE AND THAT IT HAS BEEN TAKEN CARE OFF EVEN THOUGH THE PROBLEM STILL EXISTS.
- **NHTSA ID: 11289203 Incident Date December 15, 2019:** TRANSMISSION SLIPPING UNDER CLOSE WEATHER. SQUEAKY NOISE AS WELL.
- **NHTSA ID: 11267852 Incident Date September 22, 2019:** WHEN DRIVING AT DIFFERING SPEEDS, THE TRANSMISSION REDUCES, THEN STOPS APPLYING POWER TO THE WHEELS, AND ACTS AS THOUGH IT'S IN NEUTRAL. THIS HAS HAPPENED AT FREEWAY SPEEDS, DOWN TO BELOW 20 MPH, AND A ALL OPERATING TEMPERATURES. THE BRAKE PEDAL WAS NOT TOUCHED IN CONJUNCTION WITH THE GAS PEDAL, AND THE VEHICLE WAS ALWAYS IN DRIVE. THIS HAS NOW HAPPENED TO US A MINIMUM OF 6 TIMES, WITH NO RESOLUTION FROM NISSAN.
- **NHTSA ID: 11330258, Incident Date June 23, 2020:** MY VEHICLE IS A 2017 NISSAN PATHFINDER. WHEN DRIVING AND COMING TO A STOP, THEN ATTEMPTING TO ENTER TRAFFIC OR CLIMB A HILL, THERE IS NO ACCELERATION. IT HAS A HESITATION WHICH IS VERY CONCERNING WHEN ATTEMPTING TO MERGE INTO TRAFFIC. MY VEHICLE ALMOST APPEARS TO SPUTTER OUT. THIS HAS OCCURRED WITH ME SEVERAL TIMES BUT WITH FRIENDS AND FAMILY IN THE VEHICLE AT LEAST FOUR TIMES. THE DEALER DID ATTEMPT TO REMEDY THE SITUATION WITH A RECALLED PART ON THE TRANSMISSION, HOWEVER, IT IS STILL HAPPENING. I HAVE BEEN DEALING WITH THIS ISSUE SINCE FEBRUARY 2017, STILL ONGOING.

### **Example Infiniti QX60 Complaints**

- **NHTSA ID: 11075418 Incident Date February 27, 2018:** AT APPROXIMATELY 40K MILES, THE DEALER REPLACED THE CVT BECAUSE THE CAR WAS "BUCKING" AND CREATED A CODE THAT THE MECHANICS COULD SEE. THAT FIXED THE PROBLEM UNTIL A FEW THOUSAND MILES LATER; THE CAR NOW JUTTERS AROUND 20-25MPH ON FLAT ROADS AND VERY PRONOUNCED ON INCLINES THEN PRODUCES A WOBBLE THROUGHOUT THE CAR AT SPEEDS ABOVE 25MPH. WHEN I TAKE MY FOOT OFF THE GAS, THE SYMPTOM STOPS. BOTH THE SERVICE MANAGER AND TRANSMISSION SPECIALIST TOOK THE CAR FOR A RIDE WITH ME AND EXPERIENCED THE SYMPTOMS. DEALER SAID THAT BECAUSE IT IS NOT PRODUCING A CODE, THERE IS NOTHING THEY CAN DO. ASKED THAT I DRIVE IT FOR A FEW MORE WEEKS TO SEE IF A CODE APPEARS. YESTERDAY, I BROUGHT IT BACK TO THE DEALER WITH THE SAME SYMPTOMS TO CHECK FOR A FAULT CODE; NONE WERE PRESENT. DEALER SAID THERE WAS NOTHING THEY COULD DO WITHOUT A CODE AND SUGGESTED I CONTACT INFINITI CONSUMER AFFAIRS. I DID THAT AND WAS TOLD A REGIONAL REPRESENTATIVE WILL CONTACT ME IN 24 HOURS. IN ABOUT 3 HOURS, THAT TIME WILL HAVE PASSED. I AM CONCERNED THAT THE TRANSMISSION ISSUE WILL LEAVE MY WIFE AND YOUNG KIDS STRANDED. WE ARE DUE TO LEAVE TOMORROW FOR A VACATION 4 HOURS AWAY; I WILL BE RENTING AN SUV FOR OVER \$500 FOR THE TRIP BECAUSE OF A LACK OF CONFIDENCE WITH THE VEHICLE.
- **NHTSA ID: 11103062 Incident Date December 28, 2016:** TL\* THE CONTACT OWNS A 2015 INFINITI QX60. WHILE DRIVING 65 MPH WITH THE ACCELERATOR PEDAL DEPRESSED, THE VEHICLE BEGAN TO JERK. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE CONTACT STATED THAT THE FAILURE OCCURRED SEVERAL TIMES. THE VEHICLE WAS TOWED TO THE DEALER (BOB MOORE INFINITI, 13000 N KELLEY AVE, OKLAHOMA CITY, OK 73131, (405) 748-8000) WHERE IT WAS DIAGNOSED THAT THE TRANSMISSION NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 52,800.
- **NHTSA ID: 11186345 Incident Date March 12, 2019:** JUST PURCHASED ON 3/10/19 INFINITI QX60 FROM CAR MAX WITH 25,727 MILES AT PURCHASE AND ON 3/12 VEHICLE SHUTTERS AND JERKS VIGOROUSLY AT HIGH AND LOW SPEEDS IN MOTION ON CITY STREET AND WHILE TURNING.
- **NHTSA ID: 11196021 Incident Date April 12, 2017:** SAME ISSUE AS 2014 INFINITI QX60 AUTOMATIC TRANSMISSION RECALL CUT TRANSMISSION IS SLIPPING. VEHICLE ONLY HAS 70,000.
- **NHTSA ID: 11206026 Incident Date May 6, 2019:** 4 DAYS AFTER COMPLETING SCHEDULED MAINTENANCE AT THE INFINITI DEALERSHIP THE VEHICLE EXHIBITED DIFFICULTY ACCELERATING AND ENGAGING IN THE GEARS WHILE DRIVING ON THE HIGHWAY. IF I HAD TO SLOW DOWN AND THEN

TRIED TO ACCELERATE, THE CAR WOULD NOT RESPOND. I HAD TO REMOVE MY FOOT FROM THE GAS PEDAL AND REENGAGE THE ACCELERATOR TO MAKE THE CAR PICK UP SPEED. I DID REACH MY DESTINATION BUT UPON ARRIVAL COULD NOT GET THE CAR TO ACCELERATE BEYOND 10-15 MPH. I HAD TO HAVE THE CAR TOWED FROM TALLAHASSEE, FL. BACK TO TAMPA, FL. INFINITI DEALERSHIP. I'VE JUST BEEN INFORMED THE ENTIRE TRANSMISSION MUST BE REPLACED.

- **NHTSA ID: 11258936 Incident Date September 1, 2019:** TRANSMISSIONS FEELS LIKE IT IS 'SLIPPING' WHEN DRIVING SLOW AROUND 20-25 MPH/1000-1500 RPMS. MAKES CAR SHUDDER/SHAKE LIKE IT'S RUNNING OUT OF GAS. TOOK TO INFINITI DEALERSHIP - THEY COULD NOT REPLICATE THE ISSUE AND GET A CODE. WAS TOLD THIS WAS JUST HOW THE CVT TRANSMISSION FEELS. REPROGRAMMED TRANSMISSION - CAR STILL DOES IT. GETTING WORSE. AROUND 58K MILES ON CAR.
- **NHTSA ID: 11292499 Incident Date November 18, 2019:** SHUDDERING WHILE DRIVING P0776 CODE TRANSMISSION SKIPPING WHILE DRIVING STALLING WHILE DRIVING
- **NHTSA ID: 11366207 Incident Date October 1, 2020:** FIRST OFF THERE IS A SAFETY BULLETIN ALREADY RELEASED. AND I KNOW 2 OTHERS WHO OWN THIS VEHICLE WHO HAVE THE EXACT SAME ISSUES. IT'S TIME TO ACTUALLY TAKE CARE OF YOUR CLIENTS AND FIX THE DRIVE TRAIN ISSUE. WHERE WHEN DRIVING AND TURNING ESPECIALLY AT SLOW SPEEDS THERE IS A VIOLENT VIBRATION THAT COMES FROM THE FRONT OF THE VEHICLE. PLEASE TAKE CARE OF YOUR CUSTOMERS. THE DEALERSHIP ORIGINALLY TOLD US THIS ISSUE WOULD BE REPLACED UNDER RECALL. THEN SAID SORRY IT'S JUST A BULLETIN NOW. BUT IT WILL TURN INTO A RECALL BEFORE THE WINTER. AND THAT WAS LAST YEAR. SO WE HAVE WAITED OVER A YEAR NOW AND THERE IS STILL NO OFFICIAL INFINITI QX60 2015 RECALL.
- **NHTSA ID: 11385425 Incident Date December 22, 2020:** WE OWN THIS VEHICLE FOR ALMOST THREE YEARS, SEVERAL TIME THE TRANSMISSION SEEMS SLUGGISH, SHUTTER, AND STOP IN HIGHWAYS WHILE IT ALMOST CAUSED SEVERAL ACCIDENTS. I PULLED IT ON THE SIDE GET IT TOWED TO DEALERSHIP AND WAS TOLD THE TRANSMISSION FAILED AND TOLD TO CALL INFINITI CONSUMER SERVICES, I DID THAT BUT WAS TOLD TO BAD WE CAN'T DO ANYTHING, IT SEEMS THAT SEVERAL OWNERS HAVE THE SAME KIND OF ISSUES, AND THE INFINITI CORPORATION KNOWS ABOUT IT. HERE IS THE RESPONSE I GOT FROM INFINITI CUSTOMER SERVICE. 12/29/2020 CASE # [XXX] VIN # [XXX] DEAR [XXX] , THANK YOU FOR TAKING THE TIME TO CONTACT INFINITI AND ALLOWING US THE OPPORTUNITY TO BE OF ASSISTANCE. PLEASE HAVE YOUR ATTORNEY SEND A LETTER OF REPRESENTATION TO THE

FOLLOWING ADDRESS: INFINITI CLIENT AFFAIRS P.O. BOX 685003 FRANKLIN, TN 37068-5003 CASE #[XXX] HAS BEEN UPDATED TO DOCUMENT THIS CONCERN. PLEASE FEEL FREE TO SEND US AN EMAIL OR CONTACT US DIRECTLY AT 1-800-662-6200 (OPTION 7) WITH ANY QUESTIONS OR COMMENTS. HERE IS SOME LINK WITH CUSTOMER WITH THE SAME ISSUES [HTTPS://WWW.TRUEDELTA.COM/INFINITI-QX60/TRANSMISSION-PROBLEMS-1224](https://www.truedelta.com/infiniti-qx60/transmission-problems-1224) [HTTPS://YOUTU.BE/LQFBKCTQHYO](https://youtu.be/LQFBKCTQHYO) INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). \*TR

- **NHTSA ID: 11414215 Incident Date April 22, 2021:** VEHICLE HAS 73,000 MILES. WHEN DRIVING AND ACCELERATING, THE VEHICLE BEGINS TO SHAKE, JERK AND VIBRATE VIOLENTLY. THIS HAPPENS AT BOTH LOCAL AND HIGHWAY SPEEDS. THE FREQUENCY IN WHICH THIS OCCURS HAS INCREASED SIGNIFICANTLY OVER THE PAST WEEK. THE VEHICLE WAS TAKEN TO THE NISSAN DEALERSHIP. THE DEALERSHIP STATES THAT THIS IS A "PREMATURE TRANSMISSION FAILURE" AND IS RECOMMENDING A FULL REPLACEMENT OF THE TRANSMISSION AT THE CUSTOMERS EXPENSE. NISSAN/INFINITI IS WELL AWARE OF THIS ISSUE, BUT IS APPARENTLY TAKING NO OWNERSHIP IN HELPING CUSTOMERS WITH RESOLVING THIS PREMATURE TRANSMISSION FAILURE. THE BULLETIN THAT THE MANUFACTURE HAS ISSUED NEEDS TO BE ESCALATED TO A RECALL. AN INVESTIGATION INTO THIS MATTER IS OVERDUE AS NUMEROUS CUSTOMERS HAVE EXPERIENCED THIS TRANSMISSION FAILURE.

77. Although Defendants were aware of the widespread nature of the CVT Defect in the Class Vehicles, and the grave safety risk posed by it, Defendants took no steps to notify customers of the CVT Defect or to provide them with any relief.

78. Customers have reported the CVT Defect in the Class Vehicles to Defendants directly and through its dealers. As a result of these reports and its own internal testing, among other things, Defendants were fully aware of the CVT Defect contained in the Class Vehicles throughout the Class Period. Nevertheless, Defendants actively concealed the existence and nature of the CVT Defect from Plaintiffs and the other Class Members at the time of purchase or repair and thereafter. Specifically, Defendants:

- a. Failed to disclose and/or actively concealed, at and after the time of purchase or repair, any and all known material defects or material nonconformities of the Class Vehicles, including the CVT Defect;

b. Failed to disclose and/or actively concealed, at and after the time of purchase or repair, that the Class Vehicles and their CVTs were not in good working order, were defective, and were not fit for their intended purpose; and

c. Failed to disclose and/or actively concealed, at and after the time of purchase or repair, the fact that the Class Vehicles and their CVTs were defective, despite the fact that Defendants learned of such defects as early as 2013, if not before.

79. Defendants have deprived Class Members of the benefit of their bargain, exposed them all to a dangerous safety Defect, and caused them to expend money at its dealerships or other third-party repair facilities and/or take other remedial measures related to the CVT Defect contained in the Class Vehicles.

80. Defendants have not recalled the Class Vehicles to repair the CVT Defect, has not offered to its customers a suitable repair or replacement of parts related to the CVT Defect free of charge, and has not offered to reimburse Class Vehicle owners and leaseholders who incurred costs for repairs related to the CVT Defect.

81. Class Members have not received the value for which they bargained when they purchased or leased the Class Vehicles.

82. As a result of the CVT Defect, the value of the Class Vehicles has diminished, including without limitation the resale value of the Class Vehicles. Reasonable consumers, like Plaintiffs, expect and assume that a vehicle's CVT is not defective and will not place vehicle occupants at an increased risk of an accident. Plaintiffs and Class Members further expect and assume that Defendants will not sell or lease vehicles with known safety defects, such as the CVT Defect, and will disclose any such defect to its customers prior to selling or leasing the vehicle, or offer a suitable repair. They do not expect that Defendants would fail to disclose the CVT Defect to them, and continually deny the defect.

## **VII. TOLLING OF THE STATUTE OF LIMITATIONS**

83. Plaintiffs and the other Class Members were not reasonably able to discover the CVT Defect, despite their exercise of due diligence.

84. Despite their due diligence, Plaintiffs and the other Class Members could not reasonably have been expected to learn or discover that they were deceived and that material information concerning the Class Vehicles and their continuously variable transmission was concealed from them.

85. In addition, even after Class Members contacted Nissan and/or its authorized agents for vehicle repairs concerning the defective nature of the Class Vehicles and their continuously variable transmissions, they were routinely told by Nissan and/or through their authorized agents for vehicle repairs that the Class Vehicles are not defective.

86. Hence, any applicable statute of limitation, if any, has been tolled by Nissan's knowledge, active concealment, and denial of the facts alleged herein. Nissan is further estopped from relying on any statute of limitation because of its concealment of the defective nature of the Class Vehicles and their continuously variable transmissions.

#### **VIII. CLASS ACTION ALLEGATIONS**

87. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all others similarly situated as members of the proposed Class and Subclasses pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and/or (b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance and superiority requirements of those provisions.

88. The Class and Subclasses are defined as:

**Class:** All individuals who purchased or leased any 2014-2018 Model Year Nissan Rogue vehicle, 2015-2018 Model Year Nissan Pathfinder vehicle or 2015-2018 Model Year Infiniti QX60 vehicle equipped with a CVT in the United States or its Territories.

**Subclass A:** All individuals who purchased or leased any 2014-2018 Model Year Nissan Rogue vehicle equipped with a CVT in the United States or its Territories.

**Subclass B:** All individuals who purchased or leased any 2015-2018 Model Year Nissan Pathfinder vehicle or 2015-2018 Model Year Infiniti QX60 vehicle equipped with a CVT in the United States or its Territories.

89. Excluded from the Classes and Subclasses are: (1) Defendants, any entity or division in which Defendants have a controlling interest, and its legal representatives, officers,

directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's staff; and (3) those persons who have suffered personal injuries as a result of the facts alleged herein. Plaintiffs reserve the right to amend the Class definitions, and to add further subclasses, if discovery and further investigation reveal that the Class and subclasses should be expanded or otherwise modified.

90. **Numerosity**: Although the exact number of Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. The Class Members are readily identifiable from, *inter alia*, information and records in Defendants' possession, custody, or control.

91. **Typicality**: The claims of the representative Plaintiffs are typical of the claims of the Classes and Subclasses in that the representative Plaintiffs, like all Class Members, paid for a Class Vehicle designed, manufactured, and distributed by Defendants which is subject to the CVT Defect. The representative Plaintiffs, like all Class Members, have been damaged by Defendants' misconduct in that he has incurred or will incur the cost of repairing or replacing his malfunctioning continuously variable transmission and related parts as a result of the CVT Defect. Further, the factual bases of Defendants' misconduct are common to all Class Members and represent a common thread of fraudulent, deliberate, and/or grossly negligent misconduct resulting in injury to all Class Members.

92. **Commonality**: There are numerous questions of law and fact common to Plaintiffs and the Classes and Subclasses that predominate over any question affecting only individual Class Members. These common legal and factual questions include the following:

- a. whether the Class Vehicles suffer from the CVT Defect;
- b. whether the CVT Defect constitutes an unreasonable safety hazard;
- c. whether Defendant knows about the CVT Defect and, if so, how long Defendant has known of the Defect;



- d. whether the defective nature of the Class Vehicles' CVT constitutes a material fact;
- e. whether Defendant had and has a duty to disclose the defective nature of the Class Vehicles' CVT to Plaintiffs and the other Class Members;
- f. whether Plaintiffs and the other Class Members are entitled to equitable relief, including, but not limited to, a preliminary and/or permanent injunction;
- g. whether Defendant knew or reasonably should have known of the CVT Defect contained in the Class Vehicles before it sold or leased them to Class Members; and,
- h. Whether Defendants are liable for the consumer protection, common law and warranty claims asserted in the twenty-eight causes of action set forth below.

93. **Adequate Representation:** Plaintiffs will fairly and adequately protect the interests of the Class Members. Plaintiffs have retained attorneys experienced in the prosecution of class actions, including consumer and product defect class actions, and Plaintiffs intend to prosecute this action vigorously.

94. **Predominance and Superiority:** Plaintiffs and the Class Members have all suffered and will continue to suffer harm and damages as a result of Defendant's unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the controversy. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class Members' claims, it is likely that only a few Class Members could afford to seek legal redress for Defendants' misconduct. Absent a class action, Class Members will continue to incur damages, and Defendants' misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal

litigation in that class treatment will conserve the resources of the courts and the litigants and will promote consistency and efficiency of adjudication.

### **FIRST CAUSE OF ACTION**

(Violations of the Alabama Deceptive Trade Practices Act, Ala. Code §§ 8-19-1 *et seq.*, (“ADTPA”) on behalf of the Class and, in the alternative, Subclass A)

95. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

96. Plaintiff Teresa Stringer brings this cause of action on behalf of herself and on behalf of the members of the Class and, in the alternative, Subclass A.

97. Nissan is a “person” as defined by Ala. Code § 8-19-3(5).

98. Plaintiff and Class Members are “consumers” within the meaning of Ala. Code § 8-19-3(2).

99. By failing to disclose and concealing the defective nature of the Class Vehicles’ continuously variable transmission from Plaintiff and prospective Class Members, Defendants violated Ala. Code § 8-19-5 by (1) “Representing that goods...ha[d] characteristics ... benefits, or qualities that they do not have”; (2) Representing that goods ... are of a particular standard, quality, or grade ... [when] they are of another”; (3) “Engaging in ... other unconscionable, false, misleading, or deceptive act or practice in the conduct of ...commerce”. *See* Ala. Code § 8-19-5 (5), (7), (27).

100. Defendants’ unfair and deceptive acts or practices occurred repeatedly in Defendants’ trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

101. Defendants knew that the Class Vehicles’ continuously variable transmissions suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

102. Defendants were under a duty to Plaintiff and the Class Members to disclose the defective nature of the Class Vehicles' continuously variable transmissions and/or the associated repair costs because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles' continuously variable transmissions;
- b. Plaintiff and the Class Members could not reasonably have been expected to learn or discover that their continuously variable transmissions have a dangerous safety defect until after they purchased the Class Vehicles; and,
- c. Defendants knew that Plaintiff and the Class Members could not reasonably have been expected to learn about or discover the CVT Defect.

103. By failing to disclose the CVT Defect, Defendants knowingly and intentionally concealed material facts and breached its duty not to do so.

104. The facts concealed or not disclosed by Defendants to Plaintiff and the other Class Members are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles' continuously variable transmissions were defective, they would not have purchased the Class Vehicles or would have paid less for them.

105. Plaintiff and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from a CVT Defect. That is the reasonable and objective consumer expectation for vehicles and their continuously variable transmissions.

106. As a result of Defendants' misconduct, Plaintiff and the other Class Members have been harmed and have suffered actual damages in that the Class Vehicles and their continuously variable transmissions are defective and require repairs or replacement.

107. As a direct and proximate result of Defendants' unfair or deceptive acts or practices, Plaintiff and the other Class Members have suffered and will continue to suffer actual damages.

108. By a letter dated December 8, 2020 and sent via certified mail, Plaintiff provided Defendants with notice of its alleged violations of the ADTPA pursuant to Ala. Code § 8-19-10(e)

and demanded that Defendants rectify the problems associated with the behavior detailed above. On or about December 31, 2020, Nissan responded with a “No Offer Letter” which stated “Nissan is not willing to comply with your client’s demands nor are we willing to make any offer of settlement.”

109. Accordingly, Plaintiff seeks actual damages, restitution, statutory and punitive damages, attorneys’ fees and costs, and any other relief that the Court deems proper under §§ Ala. Code § 8-19-10 and 8-19-1, *et seq.*, due to Defendants’ failure to rectify or agree to adequately rectify its violations as detailed above.

### **SECOND CAUSE OF ACTION**

(Violation of the California Consumers Legal Remedies Act,  
California Civil Code § 1750 *et seq.* (“CLRA”), on behalf of the Class and, in the  
alternative, Subclass B)

110. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

111. Plaintiff Brandon Lane brings this cause of action on behalf of himself and on behalf of the members of the Class and, in the alternative, Subclass B.

112. Nissan is a “person” as defined by California Civil Code § 1761(c).

113. Plaintiff and the other Class Members are “consumers” within the meaning of California Civil Code § 1761(d).

114. By failing to disclose and concealing the defective nature of the Class Vehicles’ continuously variable transmission from Plaintiff and prospective Class Members, Defendants violated California Civil Code § 1770(a), as they represented that the Class Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the Class Vehicles with the intent not to sell them as advertised. *See* Cal. Civ. Code §§ 1770(a)(5), (7) & (9).

115. Defendants’ unfair and deceptive acts or practices occurred repeatedly in Defendants’ trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

116. Defendants knew that the Class Vehicles' continuously variable transmissions suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

117. Defendants were under a duty to Plaintiff and the Class Members to disclose the defective nature of the Class Vehicles' continuously variable transmissions and/or the associated repair costs because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles' CVTs;
- b. Plaintiff and the Class Members could not reasonably have been expected to learn or discover that their continuously variable transmissions have a dangerous safety defect until after they purchased the Class Vehicles;
- c. Defendants knew that Plaintiff and the Class Members could not reasonably have been expected to learn about or discover the CVT Defect; and
- d. Defendants actively concealed the defective nature of the Class Vehicles' CVTs from Plaintiff and Class Members at the time of sale and thereafter.

118. By failing to disclose the CVT Defect, Defendants knowingly and intentionally concealed material facts and breached their duty not to do so.

119. The facts concealed or not disclosed by Defendants to Plaintiff and the other Class Members are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles' continuously variable transmissions were defective, they would not have purchased the Class Vehicles or would have paid less for them.

120. Plaintiff and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from a CVT Defect. That is the reasonable and objective consumer expectation for vehicles and their transmissions.

121. As a result of Defendants' misconduct, Plaintiff and the other Class Members have been harmed and have suffered actual damages in that the Class Vehicles and their continuously variable transmissions are defective and require repairs or replacement.

122. As a direct and proximate result of Defendants' unfair or deceptive acts or practices, Plaintiff and the other Class Members have suffered and will continue to suffer actual damages.

123. By a letter dated October 23, 2020, and sent via certified mail, Plaintiff provided Defendants with notice of their alleged violations of the CLRA pursuant to California Civil Code Section 1782(a) and demanded that Defendants rectify the problems associated with the behavior detailed above. As of the filing of this Class Action Complaint, Defendants have failed to agree to Plaintiffs' demands and have failed to give notice to all affected consumers, as required by California Civil Code Section 1782.

124. Accordingly, Plaintiff seeks an order enjoining the acts and practices described above.

125. Plaintiff additionally seeks actual damages, restitution, statutory and punitive damages, attorneys' fees and costs, and any other relief that the Court deems proper under Section 1780(a) of the CLRA pursuant to Civil Code Section 1782(d), due to Defendants' failure to rectify or agree to adequately rectify its violations as detailed above.

### **THIRD CAUSE OF ACTION**

(Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1 *et seq.*, and Cal. Comm. Code §2314, on behalf of Class and, in the alternative, Subclass B)

126. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

127. Plaintiff Brandon Lane brings this cause of action on behalf of himself and on behalf of the members of the Class and, in the alternative, Subclass B.

128. Defendants were at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased.

129. Defendants provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles were and are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because the Class Vehicles suffer from a CVT Defect that can make driving unreasonably dangerous.

130. Defendants impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' CVTs designed, manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' CVTs would be fit for their intended use while the Class Vehicles were being operated.

131. Contrary to the applicable implied warranties, the Class Vehicles' CVTs, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above.

132. Defendants' actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of California Civil Code sections 1792 and 1791.1, and California Commercial Code section 2314.

#### **FOURTH CAUSE OF ACTION**

(Violation of the Colorado Consumer Protection Act, Colo. Rev. Stat. §§ 6-1-101, *et. seq.* ("CCPA"), on behalf of the Class and, in the alternative, Subclass B)

133. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

134. Plaintiff Wayne Balnicki brings this cause of action on behalf of himself and on behalf of the members of the Class and, in the alternative, Subclass B.

135. At all times, Defendants were and are "person[s]" within the meaning of the Colorado Consumer Protection Act CCPA, Colo. Rev. Stat. § 6-1-102.

136. The CCPA prohibits a person from engaging in a "deceptive trade practice," including "knowingly mak[ing] a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods [...];" "represent[ing] that goods, good, services, or property are of a particular standard, quality, or grade, [...] if he knows or should know that they are of another;" and "advertis[ing] goods, services, or property with intent not to sell them as advertised." Colo. Rev. Stat. §§ 6-1-105(1)(e),(g), and (i).

137. By failing to disclose and concealing the defective nature of the Class Vehicles' continuously variable transmission from Plaintiff and prospective Class Members, Defendants violated Colo. Rev. Stat. §§ 6-1-105(1)(e),(g), and (i), as they represented that the Class Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the Class Vehicles with the intent not to sell them as advertised.

138. Defendants' unfair and deceptive acts or practices occurred repeatedly in Defendants' trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

139. Defendants knew that the Class Vehicles' continuously variable transmissions suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

140. Defendants were under a duty to Plaintiff and the Class Members to disclose the defective nature of the Class Vehicles' continuously variable transmissions and/or the associated repair costs because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles' CVTs;
- b. Plaintiff and the Class Members could not reasonably have been expected to learn or discover that their continuously variable transmissions have a dangerous safety defect until after they purchased the Class Vehicles;



c. Defendants knew that Plaintiff and the Class Members could not reasonably have been expected to learn about or discover the CVT Defect; and

d. Defendants actively concealed the defective nature of the Class Vehicles' CVTs from Plaintiff and Class Members at the time of sale and thereafter.

141. By failing to disclose the CVT Defect, Defendants knowingly and intentionally concealed material facts and breached their duty not to do so.

142. The facts concealed or not disclosed by Defendants to Plaintiff and the other Class Members are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles' continuously variable transmissions were defective, they would not have purchased the Class Vehicles or would have paid less for them.

143. Plaintiff and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from a CVT Defect. That is the reasonable and objective consumer expectation for vehicles and their transmissions.

144. As a result of Defendants' misconduct, Plaintiff and the other Class Members have been harmed and have suffered actual damages in that the Class Vehicles and their continuously variable transmissions are defective and require repairs or replacement.

145. As a direct and proximate result of Defendants' unfair or deceptive acts or practices, Plaintiff and the other Class Members have suffered and will continue to suffer actual damages.

146. Accordingly, Plaintiff seeks an order enjoining the acts and practices described above.

147. Plaintiff additionally seeks actual damages, restitution, statutory and punitive damages, attorneys' fees and costs, and any other relief that the Court deems proper under the CCPA, due to Defendants' failure to rectify or agree to adequately rectify its violations as detailed above.

## **FIFTH CAUSE OF ACTION**

(Breach of the Implied Warranty of Merchantability, Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-21 on behalf of the Class and, in the alternative, Subclass B)

148. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

149. Plaintiff Wayne Balnicki brings this cause of action on behalf of himself and on behalf of the members of the Class and, in the alternative, Subclass B.

150. Defendants were at all relevant times the merchant, manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased.

151. Defendants provided Plaintiffs and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles were and are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because the Class Vehicles suffer from a CVT Defect that can make driving unreasonably dangerous.

152. Defendants impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' CVTs designed, manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' CVTs would be fit for their intended use while the Class Vehicles were being operated.

153. Contrary to the applicable implied warranties, the Class Vehicles' CVTs, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above.

154. Defendants' actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of Colorado law.

## SIXTH CAUSE OF ACTION

(Violation of the Nebraska Consumer Protection Act, Neb. Rev. Stat. §§ 59-1601, 1602, and 1609, *et. seq.* (“Nebraska CPA”), on behalf of the Class and, in the alternative, Subclass A)

155. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

156. Plaintiff Jayne Newton brings this cause of action on behalf of herself and on behalf of the members of the Class and, in the alternative, Subclass A.

157. Nissan is a “person” as defined by Neb. Rev. Stat. § 59-1601.

158. Nissan engaged in “trade and commerce” within the meaning of Neb. Rev. Stat. § 59-1601.

159. By failing to disclose and concealing the defective nature of the Class Vehicles’ continuously variable transmission from Plaintiff and prospective Class Members, Defendants violated Neb. Rev. Stat. § 59-1602, as they represented that the Class Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the Class Vehicles with the intent not to sell them as advertised.

160. Defendants’ unfair and deceptive acts or practices occurred repeatedly in Defendants’ trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

161. Defendants knew that the Class Vehicles’ continuously variable transmissions suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

162. Defendants were under a duty to Plaintiff and the Class Members to disclose the defective nature of the Class Vehicles’ continuously variable transmissions and/or the associated repair costs because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles’ CVTs;

b. Plaintiff and the Class Members could not reasonably have been expected to learn or discover that their continuously variable transmissions have a dangerous safety defect until after they purchased the Class Vehicles;

c. Defendants knew that Plaintiff and the Class Members could not reasonably have been expected to learn about or discover the CVT Defect; and

d. Defendants actively concealed the defective nature of the Class Vehicles' CVTs from Plaintiff and Class Members at the time of sale and thereafter.

163. By failing to disclose the CVT Defect, Defendants knowingly and intentionally concealed material facts and breached their duty not to do so.

164. The facts concealed or not disclosed by Defendants to Plaintiff and the other Class Members are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles' continuously variable transmissions were defective, they would not have purchased the Class Vehicles or would have paid less for them.

165. Plaintiff and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from a CVT Defect. That is the reasonable and objective consumer expectation for vehicles and their transmissions.

166. As a result of Defendants' misconduct, Plaintiff and the other Class Members have been harmed and have suffered actual damages in that the Class Vehicles and their continuously variable transmissions are defective and require repairs or replacement.

167. As a direct and proximate result of Defendants' unfair or deceptive acts or practices, Plaintiff and the other Class Members have suffered and will continue to suffer actual damages.

168. Accordingly, Plaintiff seeks an order enjoining the acts and practices described above.

169. Plaintiff additionally seeks actual damages, restitution, statutory and punitive damages, attorneys' fees and costs, and any other relief that the Court deems proper under Neb.

Rev. Stat. § 59-1609, due to Defendants' failure to rectify or agree to adequately rectify its violations as detailed above.

### **SEVENTH CAUSE OF ACTION**

(Breach of Implied Warranty of Merchantability, Neb. Rev. Stat. § 2-314, *et seq.*, on behalf of the Class and, in the alternative, Subclass A.)

170. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

171. Plaintiff Jayne Newton brings this cause of action on behalf of herself and on behalf of the members of the Class and, in the alternative, Subclass A.

172. Defendants are merchants with respect to motor vehicles.

173. Defendants provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' transmission designed, manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' transmission would be fit for their intended use while the Class Vehicles were being operated.

174. Contrary to the applicable implied warranties, the Class Vehicles, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above,

175. Defendants were on notice of the CVT Defect as discussed more fully above.

176. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff has been damaged in an amount to be proven at trial.

### **EIGHTH CAUSE OF ACTION**

(Violation of New York General Business Law §§ 349, 350, *et seq.* ("N.Y. GBL") on behalf the Class and, in the alternative, Subclass A)

177. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

178. Plaintiff Menachem Landa brings this cause of action on behalf of himself and on behalf of the members of the Class and, in the alternative, Subclass A.

179. Plaintiff and Class Members are “persons” within the meaning of N.Y. GBL § 349(h).

180. The N.Y. GBL § 349 makes unlawful “[d]eceptive acts or practices in the conduct of any business, trade or commerce.”

181. The N.Y. GBL § 350 also makes unlawful “[f]alse advertising in the conduct of any business, trade or commerce[.]” False advertising includes “advertising, including labeling, of a commodity ... if such advertising is misleading in a material respect,” taking into account “the extent to which the advertising fails to reveal facts material in the light of ... representations [made] with respect to the commodity....” N.Y. Gen. Bus. Law § 350-a.

182. Defendants’ conduct, as described above and below, constitutes “deceptive acts or practices” within the meaning of the N.Y. GBL §§ 349 and 350. Furthermore, Defendants’ deceptive acts and practices, which were intended to mislead consumers who were in the process of purchasing and/or leasing the Defective Vehicles, was conduct directed at consumers.

183. Defendants’ unfair and deceptive acts or practices occurred repeatedly in Defendants’ trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

184. Defendants knew that the Class Vehicles’ continuously variable transmissions suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

185. In failing to disclose the CVT Defect, Defendants knowingly and intentionally concealed material facts and breached their duty not to do so, thereby engaging in deceptive acts or practices and false advertising within the meaning of the N.Y. GBL §§ 349 and 350.

186. Defendants were under a duty to Plaintiff and the other Class Members to disclose the defective nature of the Class Vehicles' continuously variable transmissions because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect in the Class Vehicles' transmissions;
- b. Defendants made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles' transmissions; and
- c. Defendants actively concealed the defective nature of the Class Vehicles' transmission from Plaintiffs and Class Members at the time of sale and thereafter.

187. The facts concealed or not disclosed by Defendants to Plaintiff and the other Class Members are material because a reasonable person would have considered them to be important in deciding whether or not to purchase or lease Defendants' Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles suffered from the CVT Defect described herein, they would not have purchased or leased the Class Vehicles or would have paid less for them.

188. Plaintiff and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from a CVT Defect. That is the reasonable and objective consumer expectation for vehicles and their transmissions.

189. As a result of Defendants' misconduct, Plaintiff and the other Class Members have been harmed and have suffered actual damages in that the Class Vehicles and their continuously variable transmissions are defective and require repairs or replacement.

190. As a direct and proximate result of Defendants' unfair or deceptive acts or practices, Plaintiff and the other Class Members have suffered and will continue to suffer actual damages.

191. Plaintiff also asserts a violation of public policy arising from Defendants' withholding of material safety facts from consumers. Defendants' violation of consumer protection and unfair competition laws resulted in harm to consumers.

192. Defendants' omissions of material facts, as set forth herein, also constitute deceptive acts or practices because they violate consumer protection laws, warranty laws and the common law as set forth herein.

193. Thus, by their conduct, Defendants have engaged in deceptive acts or practices and false advertising within the meaning of the N.Y. GBL §§ 349 and 350.

194. Defendants' deceptive acts or practices occurred repeatedly in Defendants' trade or business, and were capable of deceiving a substantial portion of the purchasing public.

195. Since Defendants' willful and knowing conduct caused injury to Plaintiff, Plaintiff seeks recovery (a) under the N.Y. GBL § 349 for actual damages or \$50, whichever is greater, discretionary treble damages up to \$1,000; (b) under the N.Y. GBL § 350 for actual damages or \$500, whichever is greater, discretionary treble damages up to \$10,000; punitive damages, reasonable attorneys' fees and costs, and any other just and proper relief available under the N.Y. GBL §§ 349 and 350.

#### **NINTH CAUSE OF ACTION**

(Breach of Express Warranty, N.Y. U.C.C. § 2-313, on behalf of the Class and, in the alternative, Subclass A)

196. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

197. Plaintiff Menachem Landa brings this cause of action on behalf of himself and on behalf of the members the Class and, in the alternative, Subclass A.

198. Defendants provided all purchasers and lessees of the Class Vehicles with the express warranty described below, which became a material part of the bargain. Accordingly, Defendants' express warranty is an express warranty under New York law.

199. Defendants provided all purchasers and lessees of the Class Vehicles with a written Warranty that "begins on the date the vehicle is delivered to the first retail buyer or put into use, whichever is earlier." Under the Warranty's Powertrain Coverage, Defendants expressly warranted that the Warranty "covers any repairs needed to correct defects in materials or workmanship." The



Warranty's Powertrain Coverage covers the vehicles for 60 months or 60,000 miles, whichever comes first. Defendants promised to cover listed powertrain components under the Warranty, including the transmission components such as the "[t]ransmission and [t]ransaxle [c]ase and all internal parts, torque converter and converter housing, automatic transmission control module, transfer case and all internal parts, seals and gaskets, clutch cover, A/T cooler, and electronic transmission controls."

200. Defendants breached the express warranty through the acts and omissions described above.

201. Plaintiff was not required to notify Defendants of the breach because affording Defendants a reasonable opportunity to cure their breach of written warranty would have been futile. Defendants were also on notice of the CVT Defect from the complaints and service requests received from Class Members, from repairs and/or replacements of the Class Vehicles' transmissions, and through other internal sources.

202. As a result of Defendants' breach of the express warranty, owners and/or lessees of the Class Vehicles suffered, and continue to suffer, an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the CVT Defect, Plaintiff and Class Members were harmed and suffered actual damages in that the Class Vehicles' continuously variable transmissions are substantially certain to fail before their expected useful life has run.

203. As a result of Defendants' breach of the express warranty, Plaintiff and Class Members are entitled to legal and equitable relief against Defendants, including actual damages, specific performance, attorneys' fees, costs of suit, and other relief as appropriate.

#### **TENTH CAUSE OF ACTION**

(Breach of the Implied Warranty of Merchantability, N.Y. U.C.C. § 2-314, on behalf of the Class and, in the alternative, Subclass A)

204. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

205. Plaintiff Menachem Landa brings this cause of action on behalf of himself and on behalf of the members of the Class and, in the alternative, Subclass A.

206. Defendants are merchants with respect to motor vehicles.

207. Defendants provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' transmission designed, manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' transmission would be fit for their intended use while the Class Vehicles were being operated.

208. Contrary to the applicable implied warranties, the Class Vehicles, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above,

209. Defendants were on notice of the CVT Defect as discussed more fully above.

210. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff and Class Members have been damaged in an amount to be proven at trial.

### **ELEVENTH CAUSE OF ACTION**

(Violation of Ohio's Consumer Sales Practices Act, Ohio Rev. Code § 1345 *et seq.* ("Ohio CSPA"), on behalf of the Class and, in the alternative, Subclass B)

211. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

212. Plaintiffs Debbie O'Connor and Michelle Williams bring this cause of action on behalf of themselves and on behalf of the members of the Class and, in the alternative, Subclass B.

213. Nissan is a "supplier" as defined by Ohio Rev. Code Ann. § 1345.01(C).

214. Plaintiffs and the other Class Members are “consumers” within the meaning of § 1345.01(D).

215. By failing to disclose and concealing the defective nature of the Class Vehicles’ continuously variable transmission from Plaintiffs and prospective Class Members Defendants violated the OHIO CSPA, as they represented that the Class Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the Class Vehicles with the intent not to sell them as advertised.

216. Defendants’ unfair and deceptive acts or practices occurred repeatedly in Defendants’ trade or business, were capable of deceiving a substantial portion of the purchasing public and imposed a serious safety risk on the public.

217. Defendants knew that the Class Vehicles’ continuously variable transmissions suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

218. Defendants were under a duty to Plaintiffs and the Class Members to disclose the defective nature of the Class Vehicles’ continuously variable transmissions and/or the associated repair costs because:

219. a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles’ CVTs;

220. b. Plaintiffs and the Class Members could not reasonably have been expected to learn or discover that their continuously variable transmissions have a dangerous safety defect until after they purchased the Class Vehicles;

221. c. Defendants knew that Plaintiffs and the Class Members could not reasonably have been expected to learn about or discover the CVT Defect; and

222. d. Defendants actively concealed the defective nature of the Class Vehicles’ CVTs from Plaintiff and Class Members at the time of sale and thereafter.

223. By failing to disclose the CVT Defect, Defendants knowingly and intentionally concealed material facts and breached its duty not to do so.

224. The facts concealed or not disclosed by Defendants to Plaintiffs and the other Class Members are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiffs and other Class Members known that the Class Vehicles' continuously variable transmissions were defective, they would not have purchased the Class Vehicles or would have paid less for them.

225. Plaintiffs and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from a CVT Defect. That is the reasonable and objective consumer expectation for vehicles and their continuously variable transmissions.

226. The Ohio Attorney General has made available for public inspection prior state court decisions which have held that the same types of acts and omissions complained of by Plaintiffs in this Complaint, including, but not limited to, the failure to honor both implied and express warranties, the making and distribution of false, deceptive, and/or misleading representations, and the concealment and/or non-disclosure of a dangerous defect, constitute deceptive sales practices in violation of OCSPA. These cases include, but are not limited, the following:

- a. *Mason v. Mercedes Benz USA, LLC* (OPIF #10002382);
- b. *State ex rel. Betty D. Montgomery v. Volkswagen Motor Co.* (OPIF #10002123);
- c. *State ex rel. Betty D. Montgomery v. Bridgestone/Firestone, Inc.* (OPIF #10002025);
- d. *Bellinger v. Hewlett-Packard Co.*, No. 20744, 2002 Ohio App. LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);
- e. *Borrow v. MarineMax of Ohio*, No. OT-06-010, 2007 Ohio App. LEXIS 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);
- f. *State ex rel. Jim Petro v. Craftmatic Organization, Inc.* (OPIF #10002347);
- g. *Mark J. Craw Volkswagen, et al. v. Joseph Airport Toyota, Inc.* (OPIF #10001586);

- h. *State ex rel. William J. Brown v. Harold Lyons, et al.* (OPIF #10000304);
- i. *Brinkman v. Mazda Motor of America, Inc.* (OPIF #10001427);
- j. *Khoury v. Don Lewis* (OPIF #100001995);
- k. *Mosley v. Performance Mitsubishi aka Automanage* (OPIF #10001326);
- l. *Walls v. Harry Williams dba Butch's Auto Sales* (OPIF #10001524); and
- m. *Brown v. Spears* (OPIF #10000403).

227. As a result of Defendants' misconduct, Plaintiffs and the other Class Members have been harmed and have suffered actual damages in that the Class Vehicles and their continuously variable transmissions are defective and require repairs or replacement.

228. As a direct and proximate result of Defendants' unfair or deceptive acts or practices, Plaintiffs and the other Class Members have suffered and will continue to suffer actual damages.

229. Accordingly, Plaintiffs seek an order enjoining the acts and practices described above.

230. Plaintiffs additionally seek actual damages, restitution, statutory and punitive damages, attorneys' fees and costs, and any other relief that the Court deems proper under Ohio Rev. Code § 1345.09 *et seq.* due to Defendants' failure to rectify or agree to adequately rectify its violations as detailed above.

### **TWELFTH CAUSE OF ACTION**

(Breach of Implied Warranty in Tort, Ohio Rev. Code § 1302.27,  
on behalf of the Class and, in the alternative, Subclass B)

231. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

232. Plaintiffs Debbie O'Connor and Michelle Williams bring this cause of action on behalf of themselves and on behalf of the members of the Class and, in the alternative, Subclass B.

233. Defendants were at all relevant times the merchant, manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendants knew or had reason to know of the specific use for which the Class Vehicles were purchased.

234. Defendants provided Plaintiffs and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles were and are not fit for their ordinary purpose of providing reasonably reliable and safe transportation because the Class Vehicles suffer from a CVT Defect that can make driving unreasonably dangerous.

235. Defendants impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' CVTs designed, manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' CVTs would be fit for their intended use while the Class Vehicles were being operated.

236. Contrary to the applicable implied warranties, the Class Vehicles' CVTs, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiffs and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above.

237. Defendants' actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of Ohio law.

### **THIRTEENTH CAUSE OF ACTION**

(Negligence (OH) on behalf of the Class and, in the alternative, Subclass B)

238. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

239. Plaintiffs Debbie O'Connor and Michelle Williams bring this cause of action on behalf of themselves and on behalf of the members of the Class and, in the alternative, Subclass B.

240. Nissan had a duty to design and manufacture a product that would be safe for its intended and foreseeable uses and users, including the use to which its products were put by Plaintiffs and other Class Members. Nissan breached its duties to Plaintiffs and other class members because it was negligent in the design, development, manufacturer, and testing of the Class Vehicles, and Nissan is responsible for this negligence.

241. Nissan was negligent in the design, development, manufacturer, and testing of the Class Vehicle's CVT because it knew, or in the exercise of reasonable care should have known, that the vehicles equipped with defective CVTs pose an unreasonable risk of serious bodily injury to Plaintiffs and other class members, other motorists, pedestrians, and the public at large.

242. A finding that Nissan owed a duty to Plaintiffs and other class members would not significantly burden Nissan.

243. As a direct, reasonably foreseeable, and proximate result of Nissan's failure to exercise reasonable care to inform Plaintiffs and the class members about the CVT Defect or to provide appropriate repair procedures for it, Plaintiffs and Class Members have suffered damages in that they spent more money than they otherwise would have on Class Vehicles with diminished value.

244. Plaintiffs and Class Members could not have prevented the damages caused by Nissan's negligence through the exercise of reasonable diligence. Neither Plaintiffs nor Class Members contributed in any way to Nissan's failure to provide appropriate notice and repair procedures.

245. Plaintiffs and Class Members seek to recover the damages caused by Nissan. Because Nissan acted fraudulently

#### **FOURTEENTH CAUSE OF ACTION**

(Violation of the Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101, *et. seq.*, ("Tennessee CPA"), on behalf of the Class and, in the alternative, Subclass A)

246. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

247. Plaintiff Karen Brooks brings this cause of action on behalf of herself and on behalf of the members of the Class and, in the alternative, Subclass A.

248. Plaintiff is a “natural person” and “consumer” within the meaning of Tenn. Code Ann. § 47-18-103(2).

249. Defendants are “person(s)” within the meaning of Tenn. Code. Ann. § 47-18-103(2).

250. Defendants’ conduct described herein affected “trade,” or “commerce” or “consumer transactions” within the meaning of Tenn. Code. Ann. § 47-18-103(19).

251. By failing to disclose and concealing the defective nature of the Class Vehicles’ continuously variable transmission from Plaintiffs and prospective Class Members, Defendants violated the Tennessee Consumer Protection Act by: (1) “Representing that goods or services have ... characteristic, [or] ... benefits .... that they do not have ....;” (2) “Representing that goods or services are of a particular standard, quality or grade ... if they are of another;” and (3) “Advertising goods or services with intent not to sell them as advertised.” Tenn. Code. Ann. § 47-18-104.

252. Defendants’ unfair and deceptive acts or practices occurred repeatedly in Defendants’ trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

253. Defendants knew that the Class Vehicles’ continuously variable transmissions suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

254. Defendants were under a duty to Plaintiff and the Class Members to disclose the defective nature of the Class Vehicles’ continuously variable transmissions and/or the associated repair costs because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles’ continuously variable transmissions;



b. Plaintiff and the Class Members could not reasonably have been expected to learn or discover that their continuously variable transmissions have a dangerous safety defect until after they purchased the Class Vehicles; and,

c. Defendants knew that Plaintiff and the Class Members could not reasonably have been expected to learn about or discover the CVT Defect.

255. By failing to disclose the CVT Defect, Defendants knowingly and intentionally concealed material facts and breached its duty not to do so.

256. The facts concealed or not disclosed by Defendants to Plaintiff and the other Class Members are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles' continuously variable transmissions were defective, they would not have purchased the Class Vehicles or would have paid less for them.

257. Plaintiff and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from a CVT Defect. That is the reasonable and objective consumer expectation for vehicles and their continuously variable transmissions.

258. As a result of Defendants' misconduct, Plaintiff and the other Class Members have been harmed and have suffered actual damages in that the Class Vehicles and their continuously variable transmissions are defective and require repairs or replacement.

259. As a direct and proximate result of Defendants' unfair or deceptive acts or practices, Plaintiff has suffered and will continue to suffer actual damages.

260. Accordingly, Plaintiff seeks actual damages, restitution, statutory and punitive damages, attorneys' fees and costs, and any other relief that the Court deems proper under Tenn. Code. Ann. § 47-18-109(a), *et seq.*, due to Defendants' failure to rectify or agree to adequately rectify its violations as detailed above.

### **FIFTEENTH CAUSE OF ACTION**

(Breach of Implied Warranty, Tenn. Code. Ann. § 47-2-314 *et. seq.*, on behalf of the Class and, in the alternative, Subclass A)

261. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

262. Plaintiff Karen Brooks brings this cause of action on behalf of herself and the members of the Class and, in the alternative, Subclass A.

263. Defendants are merchants with respect to motor vehicles.

264. Defendants provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' transmission designed, manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' transmission would be fit for their intended use while the Class Vehicles were being operated.

265. Contrary to the applicable implied warranties, the Class Vehicles, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above,

266. Defendants were on notice of the CVT Defect as discussed more fully above.

267. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff has been damaged in an amount to be proven at trial.

### **SIXTEENTH CAUSE OF ACTION**

(Violation of the Texas Deceptive Trade Practices Act, Tex. Bus. Comm. Code §§ 17.41 *et. seq.* ("TDTPA"), on behalf of the Class and, in the alternative, Subclass A)

268. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

269. Plaintiff William Papania brings this cause of action on behalf of himself and on behalf of the members of the Class and, in the alternative, Subclass A.

270. Plaintiff and Class Members are “consumers” within the meaning of TDTPA § 17.45(4).

271. The Class Vehicles are “goods” under TDTPA § 17.45(1).

272. By failing to disclose and concealing the defective nature of the Class Vehicles’ continuously variable transmission from Plaintiff and prospective Class Members Defendant violated the TDTPA which makes unlawful “[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce.” Tex. Bus. & Com. Code Ann. § 17.46. Defendants’ conduct, as described above and below, constitutes “deceptive acts or practices” within the meaning of the TDTPA §§ 17.50 and 17.46. In that Defendants: (1) “represent[ed] that goods or services have .... characteristics...uses, benefits, or quantities which they do not have...”; (2) “represent[ed] that goods ... are of a particular standard, quality, or grade...if they are of another” (TDTPA §17.46(7)); (3) “advertis[ed] goods or service with intent not to sell them as advertised” (TDTPA §17.46(9)); (4) “represent[ed] that a guaranty or warranty confers or involves rights or remedies which it does not have or involve” (TDTPA §17.46(20)); (5) engaged in an ‘unconscionable action or course of action’ (TDTPA §17.50(3)). Furthermore, Defendants’ deceptive acts and practices, which were intended to mislead consumers who were in the process of purchasing and/or leasing the Defective Vehicles, was conduct directed at consumers.

273. Defendants knew that the Class Vehicles’ continuously variable transmissions suffered from an inherent defect, were defectively designed and/or manufactured, would fail prematurely, and were not suitable for their intended use.

274. In failing to disclose the CVT Defect, Defendants knowingly and intentionally concealed material facts and breached their duty not to do so, thereby engaging in deceptive acts or practices within the meaning of the TDTPA § 17.46.

275. Defendants were under a duty to Plaintiff and the other Class Members to disclose the defective nature of the Class Vehicles’ continuously variable transmissions because:

276. Defendants were in a superior position to know the true state of facts about the safety defect in the Class Vehicles’ CVTs;

277. Defendants made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles' CVT; and

278. Defendants actively concealed the defective nature of the Class Vehicles' CVTs from Plaintiff and Class Members at the time of sale and thereafter.

279. The facts concealed or not disclosed by Defendants to Plaintiff and the other Class Members are material because a reasonable person would have considered them to be important in deciding whether or not to purchase or lease Defendants' Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles suffered from the CVT Defect described herein, they would not have purchased or leased the Class Vehicles or would have paid less for them.

280. Defendants continued to conceal the defective nature of the Class Vehicles and their CVT even after Class Members began to report problems. Indeed, Defendants continue to cover up and conceal the true nature of this systematic problem today.

281. Plaintiff also asserts a violation of public policy arising from Defendants' withholding of material safety facts from consumers. Defendants' violation of consumer protection and unfair competition laws resulted in harm to consumers.

282. Defendants' omissions of material facts, as set forth herein, also constitute deceptive acts or practices because they violate consumer protection laws, warranty laws and the common law as set forth herein.

283. Thus, by its conduct, Defendants have engaged in deceptive acts or practices within the meaning of the TDTPA §§ 17.50 and 17.46.

284. Defendants' deceptive acts or practices occurred repeatedly in Defendants' trade or business, and were capable of deceiving a substantial portion of the purchasing public.

285. As a direct and proximate result of Defendants' deceptive acts or practices, Plaintiff and Class Members have suffered and will continue to suffer actual damages.

286. Accordingly, Plaintiff seeks an order granting the following injunctive relief: that Nissan notify all Texas Sub- Class Members of the CVT Defect and offer to provide them with

non-defective CVTs free of charge; that Nissan extend the warranty for the Texas Class Members' CVTs to ten years/unlimited mileage; and, that Defendants cease the sale and leasing of the Class Vehicles in the State of Texas and otherwise cease Defendants' deceptive conduct described herein. Plaintiff also seeks reasonable attorneys' fees and costs, as allowed.

287. By a letter dated December 8, 2020 and sent via certified mail, Plaintiff provided Defendants with notice of its alleged violations of the TDTPA pursuant to Tex. Bus. & Com. Code Ann. § 17.505(a) and demanded that Defendants rectify the problems associated with the behavior detailed above. By letter dated December 30, 2021, "Nissan is not willing to comply with your client's demands nor are we willing to make any offer of settlement." Accordingly, Plaintiff also seeks an award of economic damages and any other damages he is entitled to pursuant to. Tex. Bus. & Com. Code Ann. § 17.50(b).

#### **SEVENTEENTH CAUSE OF ACTION**

(Breach of Implied Warranty of Merchantability, Tex. Bus. & Com. Code § 2.314 *et seq.* on behalf the Class and, in the alternative, Subclass A)

288. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

289. Plaintiff William Papania brings this cause of action on behalf of himself and the members of the Class and, in the alternative, Subclass A.

290. Defendants are merchants with respect to motor vehicles.

291. Defendants provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' transmission designed, manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' transmission would be fit for their intended use while the Class Vehicles were being operated.

292. Contrary to the applicable implied warranties, the Class Vehicles, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above,

293. Defendants were on notice of the CVT Defect as discussed more fully above.

294. As a direct and proximate result of Defendants' breach of the implied warranty of merchantability, Plaintiff has been damaged in an amount to be proven at trial.

### **EIGHTEENTH CAUSE OF ACTION**

(Violation of Utah Consumer Sales Practices Act, Utah Code Ann. §§ 13-11-1 *et. seq.* ("Utah CSPA"), on behalf the Class and, in the alternative, Subclass A)

295. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

296. Plaintiff Andrea Eliason brings this cause of action on behalf of herself and the Class and, in the alternative, Subclass A.

297. Nissan qualifies as a "supplier" under the Utah CSPA, Utah Code Ann. § 13-11-3.

298. Plaintiff and the Utah Subclass Members are "persons" under Utah Code Ann. § 13-11-3. Sales of the Class Vehicles to Plaintiff and the Utah Subclass Members were "consumer transactions" within the meaning of Utah Code Ann. § 13-11-3.

299. By failing to disclose and concealing the defective nature of the Class Vehicles' continuously variable transmission from Plaintiff and prospective Class Members, Defendants violated Utah Code Ann. § 13-11-4, as they represented that the Class Vehicles had "sponsorship, approval, performance characteristics, accessories, uses, or benefits" that they do not have, and represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the Class Vehicles with the intent not to sell them as advertised. Utah Code Ann. § 13-11-4. "An unconscionable act or practice by a supplier in connection with a consumer transaction" also violates the Utah CSPA. Utah Code Ann. § 13-11-5.

300. Defendants' unfair and deceptive acts or practices occurred repeatedly in Defendants' trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

301. Defendants knew that the Class Vehicles' continuously variable transmissions suffered from an inherent defect, were defectively designed or manufactured, would fail prematurely, and were not suitable for their intended use.

302. Defendants were under a duty to Plaintiff and the Class Members to disclose the defective nature of the Class Vehicles' continuously variable transmissions and/or the associated repair costs because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles' CVTs;
- b. Plaintiff and the Class Members could not reasonably have been expected to learn or discover that their continuously variable transmissions have a dangerous safety defect until after they purchased the Class Vehicles;
- c. Defendants knew that Plaintiff and the Class Members could not reasonably have been expected to learn about or discover the CVT Defect; and
- d. Defendants actively concealed the defective nature of the Class Vehicles' CVTs from Plaintiff and Class Members at the time of sale and thereafter.

303. By failing to disclose the CVT Defect, Defendants knowingly and intentionally concealed material facts and breached their duty not to do so.

304. The facts concealed or not disclosed by Defendants to Plaintiff and the other Class Members are material because a reasonable consumer would have considered them to be important in deciding whether or not to purchase the Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles' continuously variable transmissions were defective, they would not have purchased the Class Vehicles or would have paid less for them.

305. Plaintiff and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from a CVT Defect. That is the reasonable and objective consumer expectation for vehicles and their transmissions.

306. As a result of Defendants' misconduct, Plaintiff and the other Class Members have been harmed and have suffered actual damages in that the Class Vehicles and their continuously variable transmissions are defective and require repairs or replacement.

307. As a direct and proximate result of Defendants' unfair or deceptive acts or practices, Plaintiff and the other Class Members have suffered and will continue to suffer actual damages.

308. Accordingly, Plaintiff seeks an order enjoining the acts and practices described above.

309. Plaintiff additionally seeks actual damages, restitution, statutory and punitive damages, attorneys' fees and costs, and any other relief that the Court deems proper under Utah Code Ann. § 13-11-4 *et. seq.*, due to Defendants' failure to rectify or agree to adequately rectify its violations as detailed above.

### **NINETEENTH CAUSE OF ACTION**

(Breach of Implied Warranty of Merchantability, Utah Code Ann. § 70A-2-314, on behalf of the Class and, in the alternative, Subclass A)

310. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

311. Plaintiff Andrea Eliason brings this cause of action on behalf of herself and the members of the Class and, in the alternative, Subclass A.

312. Defendants are merchants with respect to motor vehicles.

313. Defendants provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' transmission designed, manufactured, supplied, distributed, and/or sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Class



Vehicles' transmission would be fit for their intended use while the Class Vehicles were being operated.

314. Contrary to the applicable implied warranties, the Class Vehicles, at the time of sale and thereafter, were not fit for their ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above,

315. Defendants were on notice of the CVT Defect as discussed more fully above.

316. As a direct and proximate result of Defendant's breach of the implied warranty of merchantability, Plaintiff has been damaged in an amount to be proven at trial.

### **TWENTIETH CAUSE OF ACTION**

(Breach of Implied Warranty Under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, on behalf of the Class and, in the alternative, Subclasses A and B)

317. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

318. Plaintiffs Jayne Newton, Menachem Landa, Karen Brooks, William Papania, Andrea Eliason, Brandon Lane, Wayne Balnicki, Debbie O'Connor and Michelle Williams bring this cause of action on behalf of themselves and on behalf of the members of the Class. In the alternative, Plaintiffs Jayne Newton, Menachem Landa, Karen Brooks, William Papania and Andrea Eliason bring this cause of action on behalf themselves and the members of Subclass A, and Plaintiffs Brandon Lane, Wayne Balnicki, Debbie O'Connor and Michelle Williams bring this cause of action on behalf themselves and the members of Subclass B.

319. Plaintiffs and Class Members are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

320. Defendants are "supplier(s)" and "warrantor(s)" within the meaning of 15 U.S.C. §§ 2301(4)-(5).

321. The Class Vehicles are "consumer products" within the meaning of 15 U.S.C. § 2301(1).

322. Defendants' implied warranty is an "implied warranty" within the meaning of 15 U.S.C. § 2301(7).

323. Defendants breached the implied warranty by virtue of the above-described acts.

324. Plaintiffs and the other Class Members notified Defendants of the breach within a reasonable time and/or were not required to do so. Defendants were also on notice of the CVT Defect from, among other sources, the complaints and service requests it received from Class Members and its dealers.

325. Defendants' breach of the implied warranty deprived Plaintiffs and Class Members of the benefits of their bargains.

326. As a direct and proximate result of Defendants' breach of the implied and express warranties, Plaintiffs and the other Class Members sustained damages and other losses in an amount to be determined at trial. Defendants' conduct damaged Plaintiffs and the other Class Members, who are entitled to recover actual damages, consequential damages, specific performance, diminution in value, and costs, including statutory attorney fees and/or other relief as appropriate.

### **TWENTY FIRST CAUSE OF ACTION**

(Breach of Express Warranty Under Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.*, on behalf of the Class and, in the alternative, Subclass B)

327. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

328. Plaintiff Menachem Landa brings this cause of action on behalf of himself and on behalf of the members of the Class and, in the alternative, Subclass B.

329. Plaintiffs and Class Members are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

330. Defendants are “supplier(s)” and “warrantor(s)” within the meaning of 15 U.S.C. §§ 2301(4)-(5).

331. The Class Vehicles are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

332. Defendants’ implied warranty is an “implied warranty” within the meaning of 15 U.S.C. § 2301(7).

333. Defendants’ express warranty is a “written warranty” within the meaning of 15 U.S.C. §2301(6).

334. Defendants breached the express warranty by virtue of the above-described acts.

335. Plaintiff and the other Class Members notified Defendants of the breach within a reasonable time and/or were not required to do so. Defendants were also on notice of the CVT Defect from, among other sources, the complaints and service requests it received from Class Members and its dealers.

336. Defendants’ breach of the implied warranty and express warranty deprived Plaintiff and Class Members of the benefits of their bargains.

337. As a direct and proximate result of Defendants’ breach of the implied and express warranties, Plaintiff and the other Class Members sustained damages and other losses in an amount to be determined at trial. Plaintiff and Class Members are entitled to legal and equitable relief against Defendants, including actual damages, specific performance, attorneys’ fees, costs of suit, and other relief as appropriate.

## **TWENTY SECOND CAUSE OF ACTION**

(Fraudulent Omission behalf of the Class and, in the alternative, Subclasses A and B)

338. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

339. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the members of the Class. In the alternative, Plaintiffs Teresa Stringer, Jayne Newton, Menachem Landa, Karen Brooks, William Papania and Andrea Eliason bring this cause of action on behalf

themselves and the members of Subclass A, and Plaintiffs Brandon Lane, Wayne Balnicki, Debbie O'Connor and Michelle Williams bring this cause of action on behalf themselves and the members of Subclass B.

340. Defendants knew that the Class Vehicles' suffered from an inherent defect, were defectively designed and/or manufactured and were not suitable for their intended use.

341. Defendants concealed from and failed to disclose to Plaintiffs and Class Members the defective nature of the Class Vehicles and their CVTs.

342. Defendants were under a duty to Plaintiffs and Class Members to disclose the defective nature of the Class Vehicles' CVTs because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect in the Class Vehicles' CVTs;
- b. Plaintiffs and the Class Members could not reasonably have been expected to learn or discover that their CVTs have a dangerous safety defect until after they purchased or leased the Class Vehicles;
- c. Defendants knew that Plaintiffs and the Class Members could not reasonably have been expected to learn about or discover the CVT prior to purchase or lease; and
- d. Defendants actively concealed the defective nature of the Class Vehicles' CVTs from Plaintiffs and Class Members at the time of sale and thereafter.

343. The facts concealed or not disclosed by Defendants to Plaintiffs and the other Class Members are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease Defendants' Class Vehicles or pay a lesser price for them. Had Plaintiffs and Class Members known about the defective nature of the Class Vehicles' CVTs, they would not have purchased or leased them, or would have paid less for them.

344. Defendants concealed or failed to disclose the true nature of the design and/or manufacturing defects contained in the Class Vehicles' CVTs in order to induce Plaintiffs and Class Members to act thereon. Plaintiffs and the other Class Members justifiably relied on

Defendants' omissions to their detriment. This detriment is evident from Plaintiffs' and Class Members' purchase or lease of Defendants' defective Class Vehicles.

345. Defendants continued to conceal the defective nature of the Class Vehicles' transmissions even after Class Members began to report the problems. Indeed, Defendants continue to cover up and conceal the true nature of the problem today.

346. As a direct and proximate result of Defendants' misconduct, Plaintiffs and Class Members have suffered and will continue to suffer actual damages.

### **TWENTY THIRD CAUSE OF ACTION**

(Unjust Enrichment on behalf of the Class and, in the alternative, Subclasses A and B)

347. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

348. Plaintiffs bring this cause of action on behalf of themselves and the members of the Class. In the alternative, Plaintiffs Teresa Stringer, Jayne Newton, Menachem Landa, Karen Brooks, William Papania and Andrea Eliason bring this cause of action on behalf themselves and the members of Subclass A, and Plaintiffs Brandon Lane, Wayne Balnicki, Debbie O'Connor and Michelle Williams bring this cause of action on behalf themselves and the members of Subclass B.

349. As a result of their wrongful and fraudulent acts and omissions, as set forth above, pertaining to the CVT Defect in their vehicles and the concealment of the Defect, Defendants charged a higher price for the Class Vehicles than the vehicles' true value and Defendants obtained monies which rightfully belong to Plaintiffs and other Class Members. It would be inequitable and unjust for Defendants to be unjustly enriched in this manner. Plaintiffs seek the return of these ill-gotten gains.

### **RELIEF REQUESTED**

350. Plaintiffs on behalf of themselves and all others similarly situated, request that the Court enter judgment against Defendants, and issue an order providing the following relief:

a. Certifying the proposed Class and Subclasses, designating Plaintiffs as a named representatives of the Class and Subclasses, and designating the undersigned as Co-Lead Class Counsel and Executive Committee Counsel;

b. A declaration that Nissan is financially responsible for notifying all Class Members about the defective nature of the CVT in the Class Vehicles;

c. An order directing Defendants to provide notice, in a form pre-approved by the counsel identified below, to all current owners or lessees of the Class Vehicles, and in the said notice offer to replace the defective CVT contained in every Class Vehicle with a non-defective CVT;

d. An order directing Defendants to provide notice, in a form pre-approved by the counsel identified below, to all current owners and lessees of the Class Vehicles, of an appropriate warranty extension of the Class Vehicles' CVT and related components.

e. An order directing Defendants to offer reimbursement to all current and former owners and lessees of the Class Vehicles, for all expenses already incurred as a result of the CVT Defect, including but not limited to repairs, diagnostics, and any other consequential and incidental damages (*e.g.*, towing charges, vehicle rentals, etc.).

f. An order directing Defendants to immediately cease the sale and leasing of the Class Vehicles at authorized Nissan dealerships nationwide without first notifying the purchasers of the CVT Defect, and otherwise immediately cease to engage in the violations of law as set forth above.

g. Damages and restitution in an amount to be proven at trial.

h. Any and all remedies provided pursuant to the state consumer protection laws, implied warranty laws, the Magnuson-Moss Warranty Act, common law fraud, common law unjust enrichment and all other legal and equitable claims brought by Plaintiffs;

i. An award to Plaintiffs and the Class of compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;

j. That Defendants disgorge, for the benefit of the Class, all or part of the ill-gotten profits they received from the sale or lease of the Class Vehicles, and/or make full restitution to Plaintiffs and Class Members;

k. An award of attorneys' fees and costs, as allowed by law;

l. An award of pre-judgment and post-judgment interest, as allowed by law;

m. Leave to amend the Complaint to add further subclasses and to conform to the evidence produced at trial; and,

n. Such other relief as may be appropriate under the circumstances.

**DEMAND FOR A JURY TRIAL**

351. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable as of right.

Dated: July 15, 2021

Respectfully submitted,

By: /s/ J. Gerard Stranch, IV

J. Gerard Stranch, IV (BPR #23045)

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**CERTIFICATE OF SERVICE**

The undersigned certifies the foregoing document was filed with the Court's Case Management/Electronic Case Filing System, this 9<sup>th</sup> day of July, 2021, and served upon the following counsel:

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