

NISSAN GROUP  
OF NORTH AMERICA



Nissan North America, Inc.

Consumer Affairs

P.O. Box 685003

Franklin, TN 37068-5003

Telephone: 1-800-647-7261

Telephone: 1-800-647-7261

September 5, 2023

Alexis A Toda

San Diego, CA 92130

**Re: 2016 Nissan Leaf / 1N4BZ0CP8GC314873**

Dear Alexis A Toda:

Nissan North America, Inc. (NNA) wishes to resolve this matter amicably. NNA has reviewed your repurchase demand and determined that NNA must repurchase your vehicle in compliance with the Song Beverly Consumer Warranty Act.

Under the Song Beverly Consumer Warranty Act, you are entitled to the following:

1. Purchase Price. The actual price paid for the vehicle, including any charges for transportation and manufacturer-installed options, but not including charges for non-manufacturer items installed by you or the dealer.
2. Collateral charges. Official fees associated with the sale of the vehicle, including sales tax, license fees, and registration fees.
3. Incidental Damages. Reasonable expenses incident to the vehicle problem for which NNA is repurchasing the vehicle, not including charges for which you are justly responsible. Incidental damages include but are not limited to: (a) reasonable repair, towing and rental car costs actually incurred by you; and (b) prepayment penalties, early termination charges and earned finance charges, if actually paid, incurred, or to be incurred by you.
4. Lien amount (if any).

NNA is entitled to deduct a use charge. The amount that is charged for use is determined by multiplying the actual price of the new vehicle by a fraction having as its denominator 120,000 and as its numerator the number of miles traveled by the vehicle before it was *first* brought in for correction of the popping noise when turning.

Based on the Song Beverly Consumer Warranty Act and the documents we have received, we calculate the repurchase calculations as follows:

<b>Retail Repurchase - Payment Method</b>	
Down Payment:	\$2,500.00
Additional Payments:	\$30,147.60
<b>Total Amounts Paid:</b>	<b>\$32,647.60</b>
Less Usage:	\$3,082.60
Less SW DLR Services:	\$795.00
<b>Total Refund:</b>	<b>\$28,770.60</b>

If you agree with the repurchase calculations delineated herein, we anticipate completing the repurchase/vehicle surrender within 2 to 4 weeks of that acceptance. At some point after your acceptance, an agent from Morley VSPC, our third-party vendor, will contact you to schedule the vehicle surrender.

Once the vehicle has been successfully surrendered, Morley VSPC will provide you with a refund check for **\$28,770.60. A separate check will be sent to the lienholder to close out the account.**

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It is also important to note Morley VSPC will be instructed by NNA to do the following:

- (1) Ensure the customer signs the necessary paperwork to provide a clear certificate of title to Nissan North America. Signing valid documents is also critical in paying off the account, transferring the customer's name from the title and releasing the customer of his or her responsibility to the vehicle.
- (2) Ensure the customer returns all factory-installed options and equipment; this includes the returning of all keys and remotes that accompanied the vehicle at the time of purchase. The customer will be responsible for the replacement and reprogramming of the missing keys and remotes.
- (3) Inspect the vehicle prior to the completion of the transaction to ensure the vehicle has not been subject to abnormal wear and tear concerns. Normal wear and tear is reasonable cosmetic or mechanical depreciation a car undergoes as a result of day-to-day use. We consider excess wear and tear to be anything beyond that.

**Customer will return the subject vehicle in an undamaged condition except for normal wear and tear and except for the alleged non-conformities, and free of any other liens or encumbrances. Abnormal wear and tear includes, but is not limited to, cracked windshield, body damage, mechanical failures due to poor or improper maintenance of the vehicle and accessories or modifications that would alter the safety or emission certification of the vehicle.**

If you agree with the repurchase calculations outlined in this letter, and accept the resolution pursuant to the Song Beverly Consumer Warranty Act proposed herein, please sign and date the acceptance form that follows. Please fax back **THE ENTIRE DOCUMENT (ALL 3 PAGES)** to me at 615.984.5943. Once received, I will begin the repurchase process immediately.

Sincerely,

[Redacted Signature]  
[Redacted Name]  
Arbitration Specialist  
Dispute Resolution Programs  
Nissan North America, Inc.



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**ACCEPTANCE OF VEHICLE REPURCHASE CALCULATIONS**

**2016 Nissan Leaf / 1N4BZ0CP8GC314873**

I understand I am legally and financially responsible for this vehicle until all documents have been properly signed, executed and returned to Morley VSPC.

I understand Nissan strongly recommends my account be kept current and failing to make monthly payments may adversely affect my credit rating.

I understand I am financially responsible for any and all abnormal wear and tear conditions outlined in the repurchase calculation letter and agree to have the vehicle repaired and unacceptable aftermarket equipment removed **prior** to the vehicle surrender date.

I agree the vehicle will be returned with all factory-installed options and equipment.

I understand all legal owners of this vehicle must be present at the time of vehicle surrender.

I agree to and accept the terms and conditions outlined herein.

A handwritten signature in black ink, appearing to read "Alexis A Toda", written over a horizontal line.

Alexis A Toda

9/5/2023

Date

**Instructions:** Once signed, please fax all 3 pages to 615.984.5943 OR email to Andrew.haywood@infiniti.com