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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

DEENA KHALIFA, on behalf of herself and all  
others similarly situated,

Plaintiff,

v.

NISSAN NORTH AMERICA, INC.

Defendant.

Case No. 3:25-cv-02777

**CLASS ACTION COMPLAINT**

DEMAND FOR JURY TRIAL

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1 Plaintiff Deena Khalifa (“Plaintiff”), on behalf of herself and a class of other similarly  
2 situated individuals (collectively, “the Class”), complain of and allege the following causes of action  
3 against Defendant Nissan North America, Inc. (“Nissan” or Defendant”) as follows:

4 **I. INTRODUCTION**

5 1. This putative class action lawsuit arises from Nissan’s long-standing concealment of  
6 a uniform latent defect in the door lock actuators of several vehicle models: the 2013-25 Altima,  
7 2014-25 Rogue, and 2013-25 Sentra. (“Class Vehicles”)

8 2. When this door lock defect manifests, the power door locks fail to operate correctly,  
9 resulting in doors flying open during operation, spontaneous and unintended locking or unlocking  
10 of doors, and/or an inability for passengers to open the doors at all. (“Door Lock Defect”)

11 3. As a result of the defect, consumers have reported being trapped inside their vehicles,  
12 often having to crawl out of windows to free themselves.

13 4. In multiple other reports, the door locking mechanism and automatic windows have  
14 malfunctioned simultaneously, eliminating the window as an emergency exit and requiring the use  
15 of force to rescue trapped occupants.

16 5. Unintentional and spontaneous door openings are equally harrowing. They can occur  
17 while the vehicle is in motion, even at highway speeds, jeopardizing the lives of all vehicle  
18 occupants, including young children and others who are particularly vulnerable to being ejected  
19 from Nissan vehicles as a result.

20 6. When the vehicle is not moving, the spontaneous unlocking of doors also exposes  
21 vehicle owners to increased risks of crime, further failing to meet the basic safety and reliability  
22 standards consumers reasonably expect when purchasing vehicles at a premium price from a brand  
23 that promises safety and excellence.

24 7. Nissan has been aware of the defect and resulting dangers for over a decade but has  
25 failed to take adequate corrective action. Despite receiving numerous complaints, Nissan has  
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1 neglected to properly notify consumers of the defect, refused to repair the defective door locks  
2 without charge, and failed to offer reimbursement for out-of-pocket repair costs.

3 8. By concealing the defect and failing to address it, Nissan has acted unfairly,  
4 deceptively, and fraudulently, in violation of multiple consumer protection and other laws. Vehicle  
5 owners have suffered financial losses by overpaying for defective vehicles, with many incurring  
6 additional repair costs for which they should also be compensated.

7 9. Legal intervention is also required as a matter of public safety. Because the defect can  
8 manifest while in operation, Nissan's ongoing inaction threatens the lives of not only vehicle drivers  
9 and their passengers, but also everyone forced to share the road with the unreasonably dangerous  
10 vehicles.

## 11 II. JURISDICTION AND VENUE

12 10. This Court has diversity jurisdiction over this action pursuant to the Class Action  
13 Fairness Act of 2005, 28 U.S.C. § 1332 (d) because the proposed Class consists of 100 or more  
14 members, the amount in controversy for the Class exceeds \$5,000,000 and Plaintiff is a citizen of  
15 a different state than Nissan.

16 11. This Court has specific personal jurisdiction over Nissan because it is registered to  
17 conduct business in California, has purposefully availed itself of the benefits and protections of  
18 California by conducting continuously and systematically conducting substantial business in this  
19 judicial district, directing advertising and marketing materials to districts within California, and  
20 intentionally and purposefully placing Class Vehicles into the stream of commerce within the  
21 districts of California and throughout the United States with the expectation and intent that they  
22 would be purchased by consumers.

23 12. Venue as to Nissan is proper in this judicial district under 28 U.S.C § 1391 because  
24 Defendant sells a substantial number of automobiles in this District, has dealerships in this District,  
25 and many of Nissan's acts complained of herein occurred within this District, including the  
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1 marketing, sale, and leasing of the Class Vehicles to Plaintiff and members of the putative Class in  
2 this District.

3 **III. PARTIES**

4 **Plaintiff Deena Khalifa**

5 13. Plaintiff Deena Khalifa is a citizen and resident of Rohnert Park, California.

6 14. On or around March 13, 2020, Plaintiff Khalifa purchased a new model year 2020  
7 Nissan Rogue (for this section, “the vehicle”) from San Leandro Nissan, an authorized Nissan  
8 dealership located in San Leandro, California.

9 15. Plaintiff Khalifa purchased the vehicle for personal, family, and/or household  
10 purposes.

11 16. Prior to purchasing the vehicle, Plaintiff Khalifa reviewed the Monroney label<sup>1</sup> that  
12 Nissan affixed to its window. The Monroney label advertised the various features of the vehicle  
13 (such as the manufacture suggested retail price (“MSRP”), specifications, fuel economy, equipment  
14 and warranty details and crash test ratings) and Plaintiff Khalifa relied on the advertisements  
15 contained within the window sticker when deciding to purchase the Vehicle. The Monroney label  
16 did not state that the vehicle suffered from any defects. Nissan also omitted any information  
17 regarding this defect in its advertising of the Class Vehicles, despite knowing of the issue years prior  
18 to Khalifa’s purchase.

19 17. Prior to purchasing the vehicle, Plaintiff Khalifa spoke with one or more sales  
20 representatives at San Leandro Nissan regarding the various features, benefits, and attributes of the  
21 vehicle and relied on their representations when deciding to purchase the vehicle. None of the sales  
22 representatives at San Leandro, Nissan informed Plaintiff Khalifa of the latent Door Lock Defect  
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24 <sup>1</sup> Manufacturers of new automobiles are required under Federal law to affix the Monroney label or  
25 window sticker to their vehicles, and the labels must include specific information, including make,  
26 model, MSRP, engine specs, fuel economy, crash test ratings, and warranty details. *See* 15 U.S.  
27 Code § 1232; The purpose of the Monroney label is to provide consumers with relevant  
28 information—including critical safety related information—at the point of sale. *See also* 49 CFR §  
575.301.

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1 that plagued the Class Vehicles. Moreover, neither Nissan, nor any of its agents, dealers, or other  
2 representatives informed Plaintiff Khalifa of the Door Lock Defect’s existence prior to, or any time  
3 after, her purchase.

4 18. Neither Nissan, nor any of its agents, dealers or other representatives informed  
5 Plaintiff Khalifa of the existence of the Door Lock Defect prior to her purchase of the vehicle.

6 19. Had Plaintiff Khalifa known about the Door Lock Defect at the time she purchased  
7 the vehicle, she would not have purchased the vehicle or would have paid substantially less for it.

8 20. Plaintiff Khalifa has suffered an ascertainable loss as a result of Nissan’s omissions  
9 associated with the Door Lock Defect, including, but not limited to, her overpayment for the vehicle  
10 and the cost necessary to repair the defective vehicle.

11 **Defendant Nissan North America, Inc.**

12 21. Nissan North America, Inc. is a corporation incorporated in the state of and with its  
13 principal place of business located at One Nissan Way, Franklin, Tennessee, 37067. Nissan was and  
14 is authorized to do and is doing business—and has regularly conducted business—in the State of  
15 California.

16 22. At all times herein mentioned, Nissan designed, engineered, developed,  
17 manufactured, fabricated, assembled, equipped, tested or failed to test, inspected or failed to inspect,  
18 repaired, retrofitted or failed to retrofit, failed to recall all affected Class Vehicles, labeled,  
19 advertised, promoted, marketed, supplied, distributed, wholesaled, and/or sold the Class Vehicle,  
20 including the Class Vehicles purchased by Plaintiff.

21 23. Nissan does not sell vehicles directly to consumers; instead, Nissan’s vehicles are sold  
22 exclusively to authorized Nissan dealerships who, in turn, sell them to consumers.

23 24. Nissan exclusively controlled the content of and affixed the Monroney label to each  
24 new Class Vehicle offered for sale at its authorized dealerships, systematically omitting any  
25 disclosure of the Door Lock Defect.

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1 25. Nissan also developed the marketing materials to which Plaintiff and the Class were  
2 exposed, owner’s manuals, informational brochures, warranty booklets, and information included  
3 in maintenance recommendations and/or schedules for the Class Vehicles, all of which fail to  
4 disclose the Door Lock Defect.

5 **IV. FACTUAL ALLEGATIONS**

6 **A. The Class Vehicles’ Door Lock Actuators Are Substantially the Same**

7 26. Door lock actuators are compact electromechanical devices that convert electrical  
8 signals into mechanical action to lock and unlock vehicle doors. When activated by a key fob,  
9 interior switch, or vehicle security system, the actuator’s electric motor engages a series of gears  
10 that amplify torque, which then moves a linkage rod or cable connected directly to the door lock  
11 mechanism. These actuators are integrated with the vehicle’s body control module<sup>2</sup> (“BCM”),  
12 allowing for programmable features such as automatic locking at certain speeds or emergency  
13 unlocking during accidents.

14 27. All of the Class Vehicles are equipped with door lock actuators that are the same or  
15 substantially in materials and design similar from an engineering standpoint, consisting of an  
16 electronic switch, circuit board, connection cables, and actuator motor.

17 28. **Figure 1** and **Figure 2** below provide illustrative examples of the door lock actuator  
18 and its internal component parts (also referred to as the door lock assembly) in the Class Vehicles.  
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26 <sup>2</sup> The BCM is an electronic control unit is responsible for monitoring and handling various handles  
27 electronic accessories and functions in the vehicle, including, *inter alia*, lighting, climate control,  
28 keyless entry, anti-theft duties, and managing communications between other modules.

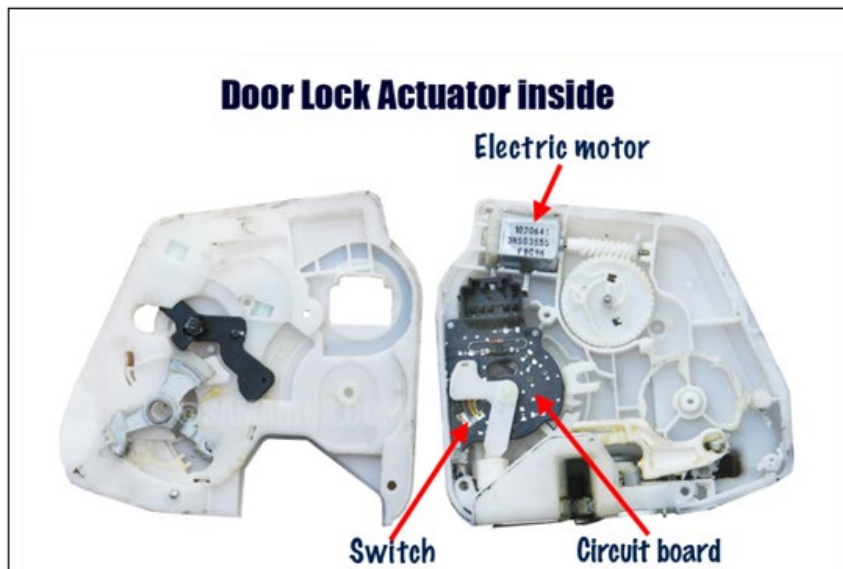
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**FIGURE 1**



**FIGURE 2**





**B. The Class Vehicles' Door Lock Actuators Suffer from an Unreasonable Safety Defect**

29. As demonstrated by the scores of complaints reported by Class Vehicle owners and lessees, the door lock actuators in the Class Vehicles are plagued by a latent manufacturing and/or design defect, the manifestation of which results in the inability to unlock or lock the vehicles' doors, among other problems. When the Door Lock Defect is in effect, it results in a range of reported unreasonably dangerous safety risks.

30. One customer driving a 2019 Rogue had the Door Lock Defect manifest during a crash event, and relayed: "My rogue immediately caught fire from under the hood and the doors wouldn't open. . . . [the other party] ram[md] his body repeatedly into the rear passenger window and yanked me out of the car. Within 10 seconds of him doing that the vehicle exploded."<sup>3</sup>

31. A 2018 Nissan Rogue reported that she and her niece had the Door Lock Defect while attempting to flee from being followed in a parking lot by a strange acting man: "We took off running toward my vehicle trying to reach safety, but what happens? The door lock actuator fails and [I]'m unable to enter my own vehicle! Our only saving grace was that another man in the parking lot noticed that we were trying to fle[e] from danger and intervened."<sup>4</sup>

32. A 2020 Nissan Sentra owner reported "while driving at speeds above 15 mph the rear passenger side safety lock did not activate, and [my] 9-year-old grandchild was able to open the door [while moving]."<sup>5</sup>

33. One customer with a 2019 Nissan Rouge had the horrifying experience of having "all four car doors lock[] up on the side of the road with [her] 5 month old infant inside. . . . [She] had to break the driver['s] side glass to even have access to open the door to get the infant out."<sup>6</sup>

34. These are only a few of the approximately 151 complaints reported to NHTSA on this safety defect. Beyond these unreasonably dangerous circumstances, in many instances, consumers

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<sup>3</sup> Exhibit 1 at 62.

<sup>4</sup> Exhibit 1 at 90.

<sup>5</sup> Exhibit 1 at 99.

<sup>6</sup> Exhibit 1 at 61.

1 have incurred and will continue to incur expenses for the continued repair and/or replacement of the  
 2 defective door lock assemblies despite the defect having been contained in the Class Vehicles when  
 3 manufactured by Defendant.

4 **C. Nissan’s Knowledge and Concealment of the Door Lock Defect**

5 35. Nissan has long-standing knowledge of the Door Lock Defect and the unreasonable  
 6 risk of danger resulting from it. Indeed, the collective publicly available evidence of consumer  
 7 complaints and Technical Service Bulletins (“TSBs”) over the course last decade indicates that  
 8 **Nissan has known about the Door Lock Defect as early as 2014.**

9 36. Nissan’s knowledge of the Door Lock Defect in the Class Vehicles is evidenced by  
 10 its (1) an inadequately scoped safety recall in 2015 (2) records from and to NHTSA, (3) its own  
 11 records of customers’ complaints, (4) dealership repair records; (5) warranty and post-warranty  
 12 claims, (6) pre-sale durability testing, and (7) other various sources.

13 **1. July 2015 Safety Recall**

14 37. On July 16, 2015, Nissan publicly acknowledged issues with the Door Lock Defect  
 15 for this first time by conducting a voluntary safety recall on driver’s side door locks for a limited  
 16 number of 2015 model Sentra, Versa Note, and Rogue vehicles.<sup>7</sup> The recall was extremely limited  
 17 and applied to only 6,595 vehicles—41 of which were 2015 Nissan Rogues and 5,281 of which  
 18 were 2015 Nissan Sentras.

19 38. In providing a reason for the recall, Nissan shifted blame to its Tier 2 supplier,  
 20 contending that door latch mounting plates had been manufactured out of specification, which  
 21 “could lead to a binding of the ratchet mechanism which captures the door striker as the door  
 22  
 23

24 \_\_\_\_\_  
 25 <sup>7</sup> Exhibit 2, Letter from Donald Neff, Manager, Technical Compliance, Nissan North America, Inc.,  
 26 to Frank S. Borris II, Acting Associate Administrator for Enforcement, National Highway Traffic  
 27 Safety Administration (July 16, 2015). ), <https://static.nhtsa.gov/odi/rcl/2015/RCORRD-15V453-1379.pdf>, (Last accessed March 24, 2025)

1 closes.”<sup>8</sup> In other words, Nissan had determined that recalled vehicles had a problem that prevented  
2 their door lock actuators from functioning properly.

3 39. In announcing this limited recall, Nissan further acknowledged the safety implications  
4 of door lock actuators that malfunction, stating that “the driver’s side front and rear doors might not  
5 to fully latch when closed” and that “the doors may open while the vehicle is in motion, increasing  
6 the risk of injury in a crash.”

7 40. Nissan incorrectly limited and isolated the malfunctioning door lock actuators to a  
8 limited manufacturing issue in its 2015 recall. Moreover, Nissan knew or should have known that  
9 it had incorrectly determined that the door lock actuator malfunctions in the 2015 Nissan Altima  
10 and 2015 Sentra were not limited to a limited manufacturing problem alone, but to a broader latent  
11 design defect affecting the entire vehicle population.

12 41. Indeed, despite the 2015 recall, complaints of failing door lock actuators in the Class  
13 Vehicles—all of which have door lock actuators that are the same or substantially similar from an  
14 engineering standpoint—have persisted through the present date without Nissan providing a  
15 wholesale remedy to Class Vehicle owners or informing them of the widespread and uniform Door  
16 Lock Defect affecting their vehicles.

## 17 2. NHTSA Complaints

18 42. The NHTSA’s Consumer Complaint Database is one of the most important sources  
19 of field data regarding the Door Lock Defect. This publicly available database contains all motor  
20 vehicle-related consumer complaints submitted to NHTSA since January 2000. Consumers submit  
21 what is called a “Vehicle Owner Questionnaire” in which they asked to provide information that  
22 includes the make, model, and year of the vehicle; the approximate incident date; the mileage at  
23 which the incident occurred; whether the incident involved a crash or a fire; whether any persons  
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25 <sup>8</sup> The “ratchet mechanism” in a door lock actuator is a consists of a toothed wheel and moveable  
26 lever that allows the wheel to rotate in only one direction by catching on the teeth. When applied to  
27 locks, this enables one-way movement for locking or unlocking while preventing the mechanism  
28 from reversing unless deliberately released.

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1 were injured or killed in the incident; the speed of the vehicle at the time of the incident; and a  
 2 description of the incident along with a description of the vehicle components they believe were  
 3 involved in the incident. The majority of consumer complaints are submitted online at  
 4 [www.safercar.gov](http://www.safercar.gov), where consumers can input this information directly into the database. They  
 5 can also submit complaints by telephone through the Auto Safety Hotline, through submitting a  
 6 paper Vehicle Owner Questionnaire form, or by mailing consumer letters to NHTSA. This  
 7 information is then entered into NHTSA’s ARTEMIS database where it can be searched and  
 8 reviewed by the general public and vehicle manufacturers alike, by make, model, year, and  
 9 component. NHTSA promotes this database as a valuable consumer information tool.

10 43. Nissan routinely monitors the NHTSA for consumer complaints and is keenly aware  
 11 of the complaints included there and attached to this Complaint.

12 44. Since 2014, Class Vehicle Owners have submitted approximately 151 complaints<sup>9</sup> to  
 13 NHTSA regarding the Door Lock Defect in their vehicles, demonstrating a widespread and common  
 14 problem with the Class Vehicles’ door lock actuators, as exemplified below:

**NISSAN ROGUE**

17 **April 14, 2014 NHTSA ID NUMBER: 10579705**  
 18 **Components: ELECTRICAL SYSTEM, EXTERIOR LIGHTING, STRUCTURE**  
 19 **NHTSA ID Number: 10579705**  
 20 **Incident Date March 24, 2014**  
 21 **Consumer Location SAN GABRIEL, CA**  
 22 **Vehicle Identification Number 5N1AT2MT2EC\*\*\*\***  
 23 **Summary of Complaint**  
 24 **CRASHNo**  
 25 **FIRENo**  
 26 **INJURIES0**  
 27 **DEATHS0**  
 28 IM DRIVING IN THE FREEWAY AND IT SHOW THE WARNING LEFT SIDE PASSENGER  
 DOOR IS OPEN AND THE LOCKING SYSTEM START ENGAGING ON & OFF AND LIGHT  
 INSIDE ON & OFF ALSO. \*JS

<sup>9</sup> All 151 NHTSA complaints are included in Exhibit 1 to this complaint.

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**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2014

October 3, 2016 NHTSA ID NUMBER: 10911263  
**Components: ELECTRICAL SYSTEM, STRUCTURE, LATCHES/LOCKS/LINKAGES**

NHTSA ID Number: 10911263  
 Incident Date September 29, 2016  
 Consumer Location IOWA, LA  
 Vehicle Identification Number KNMAT2MT2GP\*\*\*\*

**Summary of Complaint**

**CRASH**No  
**FIRE**No  
**INJURIES**0  
**DEATHS**0

TL\* THE CONTACT OWNS A 2016 NISSAN ROGUE. WHEN IT RAINED OR WHEN THERE WAS MORNING CONDENSATION, THE FRONT PASSENGER DOOR WOULD LOCK AND UNLOCK AUTOMATICALLY. ALSO, THE DOME LIGHT REMAINED ILLUMINATED AND THE RED AND YELLOW PASSENGER DOOR AJAR WARNING SENSOR ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER, BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER STATED THAT THEY WOULD ESCALATE THE ISSUE AND GET BACK WITH THE CONTACT. THE FAILURE MILEAGE WAS APPROXIMATELY 5,900.

**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2016

September 11, 2017 NHTSA ID NUMBER: 11022632  
**Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER**

NHTSA ID Number: 11022632  
 Incident Date September 10, 2017  
 Consumer Location ABERDEEN, MD  
 Vehicle Identification Number 5N1AT2MV1GC\*\*\*\*

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**Summary of Complaint**

**CRASHNo**

**FIRENo**

**INJURIES0**

**DEATHS0**

NISSAN'S INTELLIGENT KEY SYSTEM AUTOMATICALLY LOCKS THE CAR WHEN A DOOR IS SHUT, EVEN THOUGH THE KEY IS INSIDE. WE HAVE HAD THIS HAPPENS TWO TIMES THIS WEEK. MAYBE THE LATEST VERSION OF THEIR CAR SOFTWARE? WE JUST GOT THAT UPDATED. MY WIFE UNLOCKS ALL DOORS, OPENS PASSENGER CAR DOOR, PUTS PURSE WITH SMART KEY IN PASSENGER SEAT, SHUTS DOOR, OPENS REAR PASSENGER SEAT DOOR, PUTS SON IN CAR SEAT, SHUT DOOR AND BOOM, CAR LOCKS ITSELF. TWO TIMES. FIRE DEPARTMENT HAD TO COME.

**1 Affected Product**

**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2016

[September 27, 2017 NHTSA ID NUMBER: 11030106](#)

**Components: ELECTRICAL SYSTEM**

**NHTSA ID Number:** 11030106

**Incident Date** September 4, 2017

**Consumer Location** PASSAIC, NJ

**Vehicle Identification Number** JN8AS5MVXDW\*\*\*\*

**Summary of Complaint**

**CRASHNo**

**FIRENo**

**INJURIES0**

**DEATHS0**

OUT OF NO WHERE MY DRIVER DOOR STOPPED RESPONDING TO THE BUTTON ON THE KEY OR OPEN SWITCH INSIDE. IN ORDER TO PROPERLY LOCK OR UNLOCK MY CAR I MUST MANUALLY INSERT THE KEY . THIS HAPPENED OUT OF NO WHERE. AT FIRST I THOUGH THE BATTER DIED ON THE KEY SO I REPLACED IT AND NOTHING.

**1 Affected Product**

**Vehicle**

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MAKE	MODEL	YEAR
NISSAN	ROGUE	2013

November 21, 2019 NHTSA ID NUMBER: 11281563  
**Components: STRUCTURE, UNKNOWN OR OTHER**  
 NHTSA ID Number: 11281563  
 Incident Date November 21, 2018  
 Consumer Location MANCHESTER, NH  
 Vehicle Identification Number 5N1AT2MV9FC\*\*\*\*  
**Summary of Complaint**  
 CRASHNo  
 FIRENo  
**INJURIES0**  
 DEATHS0  
 THE PASSENGER DOOR DOESN'T LATCH PROPERLY. WHENEVER SOMEONE LEANS ON THE DOOR, IT CAUSES THE WARNING LIGHTS AND THE INTERIOR LIGHTS TO TURN ON.THIS HAPPENS WHETHER OR NOT THE CAR IS IN MOTION. IT'S TERRIFYING.  
**1 Affected Product**  
**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2015

October 28, 2020 NHTSA ID NUMBER: 11366930  
**Components: ELECTRICAL SYSTEM**  
 NHTSA ID Number: 11366930  
 Incident Date October 28, 2020  
 Consumer Location HOLLADAY, UT  
 Vehicle Identification Number KNMAT2MV3GP\*\*\*\*  
**Summary of Complaint**  
 CRASHNo  
 FIRENo  
**INJURIES0**  
 DEATHS0  
 2016 NISSAN ROGUE, I HAVE TAKEN IN TWICE FOR THE PASSENGER DOOR WARNING

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LIGHT BEING ON, THAT THE DOOR IS OPEN , BUT THE DOOR IS CLOSED, THEY SAID THEY FIXED IT, THE FIRST TIME IT DID LAST LONG THEN 2 ,MONTHS AGO I TOOK IT IN AGAIN, THEY SAID THEY FIXED, BUT NOW IT IS BACK IN AGAIN 10/28/ 2020 AND IT IS GOING TO COST ME AGAIN FOR THEM LOOK AT IT, THIS IS WITH THE CAR IN MOTION GOING DOWN THE STREET

**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2016

December 6, 2020 NHTSA ID NUMBER: 11378146

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11378146

Incident Date November 15, 2020

Consumer Location FORT MYERS, FL

Vehicle Identification Number KNMAT2MT3KP\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

FRONT DRIVER DOOR DOES NOT LOCK/UNLOCK WITHBUTTON ON REMOTE OR DOOR HANDLE OR INSIDE LOCK/UNLOCK BUTTON. HAS TO MANUALLY LOCK FROM INSIDE. FOR A WEEKS I WAS NOT AWARE THAT MY VEHICLE FRONT DRIVER DOOR WAS UNLOCK SINCE WITH REMOTE IT MAKES LOCK BEEP NOISE. DEALER SAYS IT WILL COST MORE THAN 100 DOLLAR TO JUST FIND PROBLEM. ITS JUST TWO YEAR OLD VEHICLE WITH 38000 MILES(JUST 2000 MORE MILES OVER WARRANTY). LOCAL MECHANIC SAYS ITS DOOR LOCK ACTUATOR THAT SHOULD NOT GO BAD WITHIN TWO YEAR, MUST BE FAULTY PART.

**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2019



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December 30, 2020 NHTSA ID NUMBER: 11385576

**Components: UNKNOWN OR OTHER**

**NHTSA ID Number:** 11385576

**Incident Date** December 27, 2020

**Consumer Location** LANCASTER, NY

**Vehicle Identification Number** JN8AS5MV1DW\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

CAR LOCKING MECHANISM FREEZES IN COLD WEATHER, MAKING IT IMPOSSIBLE TO OPEN DOOR DESPITE 'UNLOCKING' CAR. HAD THE ISSUE FIXED 2 YEARS AGO AND HAD TO HAVE IT FIXED AGAIN.

**1 Affected Product**

**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2013

February 19, 2021 NHTSA ID NUMBER: 11396924

**Components: ELECTRICAL SYSTEM**

**NHTSA ID Number:** 11396924

**Incident Date** October 14, 2020

**Consumer Location** LITHONIA, GA

**Vehicle Identification Number** KNMAT2MT6JP\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

When my vehicle is parked and turned off i am unable to lock or unlock it using the power button on the doors' exterior. My vehicle started doing this after a visit to a nissan dealership (2551 the nalley way, atlanta, ga 30360) for a simple oil change. I took it back the following day when the issue began and they told me they were not responsible and that it was a common issue of my front-door lock actuator failing and that it would have to be replaced. Feeling defeated after trying to reason with management that it was not having this issue before they serviced my vehicle, i decided to leave it alone. However, recently my niece and i were out shopping and noticed that we were being followed by a strange acting man. We took off running toward my vehicle trying to reach safety, but

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what happens? The door lock actuator fails and i'm unable to enter my own vehicle! Our only saving grace was that another man in the parking lot noticed that we were trying to flea from danger and intervned to get the other man away from us. It was terrifying! I'm not sure what may have happened to my niece and i had he not stepped in and i hate to even think about it. Fast forward a few days and it begins to rain for days straight and i'm left fiddling with my keys to open my door, while also holding a purse, baby bag, and baby on my hip and trying to balance an umbrella to keep us dry. Imagine the sight of that. It's so frustrating! At first i thought that maybe my key battery was dying and decided to get the battery replaced before returning to the dealership but the battery was not the issue. I've never heard of door lock actuator failure and believe it to be a manufacturing error and safety hazard. I bought the 2018 nissan rogue because i loved my 2017 rogue and never experienced the issues that this newer model has given me. Boy was i wrong!!! Nissan should be held accountable!

**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2018

**March 2, 2022 NHTSA ID NUMBER: 11454868**  
**Components: ELECTRICAL SYSTEM**  
**NHTSA ID Number: 11454868**  
**Incident Date** March 1, 2022  
**Consumer Location** FOREST HILLS, NY  
**Vehicle Identification Number** 5N1AT2MV6FC\*\*\*\*

**Summary of Complaint**

**CRASH**No  
**FIRE**No  
**INJURIES**0  
**DEATHS**0

The contact owns a 2015 Nissan Rogue. The contact stated that while driving approximately 55 MPH, the vehicle lost motive power and stalled in the middle of the highway. The contact was able to restart the vehicle. The contact stated that the door locks would open automatically. There were no warning lights illuminated. The contact was able to drive to her destination. The vehicle was not diagnosed nor repaired. The contact had received notification of NHTSA Campaign Number: 22V024000 (Electrical System) and was concerned that the failure was due to the recall. The manufacturer was made aware of the failure and informed the contact that parts would be available sometime in March 2022. The failure mileage was not available. Parts distribution disconnect.

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**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2015

March 11, 2022 NHTSA ID NUMBER: 11456326

Components: **ELECTRICAL SYSTEM**

NHTSA ID Number: **11456326**

Incident Date **January 11, 2022**

Consumer Location **CALUMET PARK, IL**

Vehicle Identification Number **knmat2mtxgp\*\*\*\***

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

The contact owns a 2016 Nissan Rogue. The contact stated that the driver's side of the vehicle was experiencing electrical failures. The contact stated that the driver's side power window switch was intermittently inoperable. Additionally, an unknown warning light illuminated whenever she sat in the front driver's seat, causing the doors to lock and unlock independently. The contact received notification of NHTSA Campaign Number: 22V024000 (Electrical System) however, the part to do the recall repair was not yet available. The local dealer was contacted. The vehicle was not diagnosed or repaired. The contact stated that the manufacturer had exceeded a reasonable amount of time for the recall repair. The manufacturer was not made aware of the failure. The failure mileage was approximately 75,000. Parts distribution disconnect. - (RECALL RELATED INCIDENT) TS

1 Affected Product

Vehicle

MAKE	MODEL	YEAR
NISSAN	ROGUE	2016

March 24, 2022 NHTSA ID NUMBER: 11458262

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**Components: ELECTRICAL SYSTEM, AIR BAGS**

**NHTSA ID Number:** 11458262

**Incident Date** February 9, 2022

**Consumer Location** ALBUQUERQUE, NM

**Vehicle Identification Number** JN8AT2MVOGW\*\*\*\*

**Summary of Complaint**

**CRASHNo**

**FIRENo**

**INJURIES0**

**DEATHS0**

My battery completely drained around 24,000 miles, my car just hit 31,000 miles. My air bag light stays on continuously, after this happened my drivers side window quit working, worked fine no noise or anything, then 1 minute later quit working. The lock, unlock button on the outside door handle quits working at times. The remote, key fob doesn't work all the time even after replacing the battery in it. At least 1 to 2 times a week my radio and navigation system won't come on when I start my cars, I have to turn off the car 2 to 3 times to get it to start working. Sometimes the power tailgate won't work for days at a time with the button inside the car. Sometimes the button to start the car does nothing, just have to keep trying. Random warning lights will come on while driving then just turn off. Sometimes both myself and others in the car smell something electrical burning. All of this started within a few days of each incident.

**1 Affected Product**

**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2016

**August 7, 2022 NHTSA ID NUMBER: 11478072**

**Components: ELECTRICAL SYSTEM**

**NHTSA ID Number:** 11478072

**Incident Date** August 1, 2022

**Consumer Location** PLANO, TX

**Vehicle Identification Number** KNMAT2MT3KP\*\*\*\*

**Summary of Complaint**

**CRASHNo**

**FIRENo**

**INJURIES0**

**DEATHS0**

When the driver side door reaches an internal temperature of over 100 degrees in direct sunlight, the actuator that controls the door lock will no longer function until the door

1 cools down. The problem is easily reproducible but I have not been to the dealer as of  
 2 yet. There is no warning system I know of to indicate this problem. My only safety issue  
 3 was trying to get into my car. I was forced to do it from the rear drivers door, reach in and  
 4 manually unlock the front drivers door. The key will not turn the lock when this occurs.  
 5 None of the other doors seem to be affected, but I have not tried to reproduce it with  
 6 other doors.

7 **1 Affected Product**  
 8 **Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2019

9  
 10 **August 23, 2022 NHTSA ID NUMBER: 11480879**  
 11 **Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER, ENGINE**  
 12 **NHTSA ID Number: 11480879**  
 13 **Incident Date August 7, 2022**  
 14 **Consumer Location CHILLICOTHE, OH**  
 15 **Vehicle Identification Number 5N1AT2MV0JC\*\*\*\***

16 **Summary of Complaint**

17 **CRASHNo**  
 18 **FIRENo**  
 19 **INJURIES0**  
 20 **DEATHS0**

21 Used key fob to unlock driver's door. Would not work. Used valet key. Started car, open  
 22 drivers window and notice that nothing else in the cabin was operational. A/C would not  
 23 turn on, could not put it in gear. Radio wouldn't function. The dash and console were  
 24 dark. No message flashed. Couldn't exit the car as door wouldn't open. However, THE  
 25 ENGINE CONTINUED TO RUN. Hung out open door to unlock with valet key. Called AAA,  
 26 they couldn't stop engine from running and stated they weren't "authorized" to do  
 27 anything else. Called Nissan emergency number and person came out and couldn't shut  
 28 off engine and finally had to disconnect the alternator to stop car from running. After  
 reconnecting the alternator, he could not start car. I called a tow truck the next morning  
 and at that time, the car started. Nissan service garage couldn't replicate that problem  
 except said that the actuator in the door had failed and needed replaced - but that  
 wouldn't cause the other issues. They had car for over a week and could not replicate the  
 problem of the car engine running while every other car function was not operational. The  
 car has only 3824 miles on it although it is a 2018. This is a major safety issue.  
 Contacted Nissan Customer Care Service. Since the problem wasn't replicated, they said  
 they couldn't help. I feel unsafe and won't drive car due to no one being able to explain  
 why that happened or whether it will happen again.

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**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2018

August 23, 2022 NHTSA ID NUMBER: 11480807

Components: **ELECTRICAL SYSTEM**

NHTSA ID Number: 11480807

Incident Date January 3, 2021

Consumer Location CHATTANOOGA, TN

Vehicle Identification Number JN8AS5MT7DW\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

The contact owns a 2013 Nissan Rogue. The contact stated while driving approximately 30 MPH, there was an unknown noise coming from the driver's door. There were no warning lights illuminated. The contact pulled over safely, and there was a consistent locking sound coming from the vehicle. The contact stated that the vehicle was previously repaired under recall due to water leakage. The contact's friend drove the vehicle to the residence. The vehicle was then towed to the dealer and diagnosed. The dealer repaired the door lock, actuator, and door handle; however, the failure reoccurred. The manufacturer was notified of the failure. The approximate failure mileage was 32,775.

**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2013

November 17, 2022 NHTSA ID NUMBER: 11493898

Components: **ELECTRICAL SYSTEM, UNKNOWN OR OTHER, ENGINE**

NHTSA ID Number: 11493898

Incident Date **October 14, 2022**

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Consumer Location **Unknown**

Vehicle Identification Number **KNMAT2MT6KP\*\*\*\***

**Summary of Complaint**

**CRASH**Yes

**FIRE**Yes

**INJURIES**3

**DEATHS**0

On October 14 2022 I was driving my vehicle at about 35mph and came suddenly upon a stop sign. I hit the brakes and skidded through the intersection and collided with a pick up truck going about 15 mph. My rogue immediately caught fire from under the hood and the doors wouldn't open. The person I collided with was the only person amongst a dozen people who was brave enough and cared enough about my life to ram his body repeatedly into the rear passenger window and yanked me out of the car. Within 10 seconds of him doing that the vehicle exploded. I almost lost my life from what would be considered a minor collision due to the unexplained fire and explosion

1 Affected Product

**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ROGUE	2019

**December 22, 2022 NHTSA ID NUMBER: 11498615**

**Components: UNKNOWN OR OTHER**

**NHTSA ID Number:** 11498615

**Incident Date** November 19, 2022

**Consumer Location** ROSEDALE, NY

**Vehicle Identification Number** KNMAT2MV7KP\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

A few weeks ago all four car doors locked up on the side of the road with my 5 month old infant inside. The key was in the ignition, the car was running, the heat was on and the radio was running. I had to contact the emergency line for assistance. I also had to break the driver side glass to have access to open the door to get the infant out .A week ago my unit just won't start even numerous jumps attempted. I unlocked the unit ti go inside to unlock the gas tank lid and the radio came on for at least 5 mins without the key being in the ignition.

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1 **1 Affected Product**  
 2 **Vehicle**

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3 MAKE	4 MODEL	5 YEAR
6 NISSAN	7 ROGUE	8 2019

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9 [January 13, 2025 NHTSA ID NUMBER: 11635650](#)

10 **Components: LATCHES/LOCKS/LINKAGES**

11 **NHTSA ID Number: 11635650**

12 **Incident Date** January 10, 2025

13 **Consumer Location** MILWAUKEE, WI

14 **Vehicle Identification Number** 5N1AT2MV5FC\*\*\*\*

15 **Summary of Complaint**

16 **CRASH**No

17 **FIRE**No

18 **INJURIES**0

19 **DEATHS**0

20 The contact owns a 2015 Nissan Rogue. The contact stated that while driving at various  
 21 speeds and occasionally while the vehicle was idling, the door locks would lock and  
 22 unlock independently. The contact stated that all four doors were making a vibrating  
 23 sound while driving. While driving at approximately 50 MPH, the driver's side rear door  
 24 was able to be opened while the door was locked. The contact had to pull over to close  
 25 the door. The message indicating that the trunk was ajar was displayed even though the  
 26 trunk was closed and securely locked. The dealer had been informed of the failure. The  
 27 vehicle had not been diagnosed or repaired. The manufacturer had not been informed of  
 28 the failure. The failure mileage was 117,456.

1 **1 Affected Product**  
 2 **Vehicle**

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3 MAKE	4 MODEL	5 YEAR
6 NISSAN	7 ROGUE	8 2015

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9 **NISSAN ALTIMA**

10 [April 24, 2020 NHTSA ID NUMBER: 11322197](#)



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**Components: UNKNOWN OR OTHER**

**NHTSA ID Number:** 11322197

**Incident Date** April 20, 2020

**Consumer Location** RIDGELAND, MS

**Vehicle Identification Number** 1N4AL3AP2GN\*\*\*\*

**Summary of Complaint**

**CRASHNo**

**FIRENo**

**INJURIES1**

**DEATHS0**

I HAVE A NISSAN ALTIMA, VIN#[XXX]-WHILE DRIVING THROUGH MY NEIGHBORHOOD-ALL 4 WINDOWS DOWN, MY ELDERLY MOTHER WAS IN THE BACK SEAT TAKING PICTURES OUT THE WINDOW WHILE OPEN AND THE DOOR OPENED BY ITSELF WHILE GOING AROUND CURVE AND FELL OUT. NO ONE TOUCHED THE LATCH. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). \*TR

**1 Affected Product**

**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2016

**April 24, 2020 NHTSA ID NUMBER: 11322099**

**Components: STRUCTURE**

**NHTSA ID Number:** 11322099

**Incident Date** March 15, 2019

**Consumer Location** CHICAGO, IL

**Vehicle Identification Number** 1N4AL3AP6GC\*\*\*\*

**Summary of Complaint**

**CRASHNo**

**FIRENo**

**INJURIES0**

**DEATHS0**

THE LATCH LOCK CABLE MAY NOT HVE BEEN ROUTED PROPERLY IN THE FRONT PASSENGER DOOR, WHENEVER LOWERING THE WINDOW THE FRONT PASSENGER DOOR TO UNLATCH AND INADVERTENTLY OPEN WHEN THE WINDOW IS LOWERED OR NOT. MOST OF THE TIMES YOU NEED TO CLOSE TWO OR THREE TIMES TO PROPERLY LOCK.

**1 Affected Product**

**Vehicle**

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MAKE	MODEL	YEAR
NISSAN	ALTIMA	2016

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**May 15, 2020 NHTSA ID NUMBER: 11324609**

**Components: UNKNOWN OR OTHER**

**NHTSA ID Number: 11324609**

**Incident Date** March 1, 2019

**Consumer Location** MEXICO, MO

**Vehicle Identification Number** 1N4AL3AP1HC\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

THE FOB HAD STOPPED WORKING ONLY THING IT'S DOES IS START THE CAR NO REMOTE START NOT UNLOCK DOORS. AFTER PAYING 200 FOR A NEW PHONE TO BE PROGRAMMED NOT TO MUCH THE THOUSANDS OF DOLLARS I HAVE SPENT IN GETTING LOCK OUT ASSISTANCE FOR LOCKING KEYS IN CAR A FOB IS EASILY LOST WHEN IT HAD TO BE UNATTACHED FROM THE DOOR KEY ITSELF. \*TR

**1 Affected Product**

*Vehicle*

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MAKE	MODEL	YEAR
NISSAN	ALTIMA	2017

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**May 22, 2020 NHTSA ID NUMBER: 11325521**

**Components: STRUCTURE, EQUIPMENT**

**NHTSA ID Number: 11325521**

**Incident Date** June 30, 2019

**Consumer Location** MOUNT PLEASANT, SC

**Vehicle Identification Number** 1N4AL3AP3HN\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

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**INJURIES0**

**DEATHS0**

THE REAR PASSENGER DOOR CAN'T BE OPENED FROM THE INSIDE. CABLING CAME LOOSE FROM THE HANDLE APPARENTLY. DOOR IS ABLE TO BE OPEN FROM THE OUTSIDE. IT WAS LIKE THE CHILD SAFETY LOCK WAS ON. ALSO THE FRONT FLOOR MAT EYE HOOK RING TORE AWAY FROM THE FLOOR MAT ALLOWING IT TO MOVE UP UNDER THE GAS AND BREAK PEDAL. \*TR

**1 Affected Product**

**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2017

June 1, 2020 NHTSA ID NUMBER: 11326806

Components: **ELECTRICAL SYSTEM, STRUCTURE**

NHTSA ID Number: 11326806

Incident Date March 17, 2020

Consumer Location BROWNS SUMMIT, NC

Vehicle Identification Number 1N4BL4CV4KC\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES0**

**DEATHS0**

MY DOORS ARE NOT LOCKING OR UNLOCKING... KEY FOB, INTERIOR SWITCH, AND ACTUAL KEY WORKS SOMETIMES BUT NEVER AT THE SAME TIME! \*TR

**1 Affected Product**

**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2019

July 23, 2020 NHTSA ID NUMBER: 11341084

Components: **ELECTRICAL SYSTEM, UNKNOWN OR OTHER**

NHTSA ID Number: 11341084

Incident Date June 30, 2020

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**Consumer Location** AMITYVILLE, NY  
**Vehicle Identification Number** 1N4AL3AP1HN\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

DRIVER SIDE REAR DOOR WONT LOCK AS WELL AS WINDOW DOES NOT GO DOWN ALL THE WAY.

**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2017

August 24, 2020 NHTSA ID NUMBER: 11351011

**Components: LATCHES/LOCKS/LINKAGES**

**NHTSA ID Number:** 11351011

**Incident Date** April 1, 2019

**Consumer Location** CARY, NC

**Vehicle Identification Number** 1N4AL3AP7EC\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

TL\* THE CONTACT OWNS A 2014 NISSAN ALTIMA. THE CONTACT STATED THAT THE FRONT DRIVER'S AND FRONT PASSENGER'S SIDE DOOR LATCHES BECAME DEFECTIVE AND NEEDED TO BE REPLACED. THE CONTACT HAD TAKEN THE VEHICLE TO FRED ANDERSON NISSAN OF RALEIGH (9225 GLENWOOD AVE, RALEIGH, NC 27617) TWICE TO HAVE BOTH DOOR LATCHES REPLACED UNDER WARRANTY. THE CONTACT STATED THAT THE DEALER ACKNOWLEDGED THAT THERE WAS A FAILURE WITH THE DOOR LATCHES HOWEVER, A RECALL WAS NOT PLACED ON THE VEHICLE FOR THE DOOR LATCHES. A MECHANIC EXPLAINED TO THE CONTACT THAT THE TWO CLIPS INSIDE THE DOOR LOOSENED OVER TIME WHICH CAUSED THE DOOR LATCHES TO BECOME DEFECTIVE. THE MANUFACTURER HAD YET TO BE NOTIFIED OF THE FAILURE. THE VEHICLE WAS REPAIRED. THE FAILURE MILEAGE WAS APPROXIMATELY 60,000.\*DT\*JB

**1 Affected Product Vehicle**

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MAKE	MODEL	YEAR
NISSAN	ALTIMA	2014

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September 11, 2020 NHTSA ID NUMBER: 11354484  
**Components: UNKNOWN OR OTHER**  
**NHTSA ID Number:** 11354484  
**Incident Date** September 11, 2020  
**Consumer Location** SOUTH GATE, CA  
**Vehicle Identification Number** 1N4AL3AP7DN\*\*\*\*  
**Summary of Complaint**  
**CRASH**No  
**FIRE**No  
**INJURIES**0  
**DEATHS**0  
 ALL INTERIOR DOOR LATCHES DO NOT FUNCTION PROPERLY. DOORS DO NOT OPEN FROM THE INSIDE. A SERIOUS SAFETY DEFECT.  
**1 Affected Product**  
**Vehicle**

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MAKE	MODEL	YEAR
NISSAN	ALTIMA	2013

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December 9, 2020 NHTSA ID NUMBER: 11378666  
**Components: UNKNOWN OR OTHER**  
**NHTSA ID Number:** 11378666  
**Incident Date** November 13, 2020  
**Consumer Location** COACHELLA, CA  
**Vehicle Identification Number** 1N4BL4CV7KC\*\*\*\*  
**Summary of Complaint**  
**CRASH**No  
**FIRE**No  
**INJURIES**0  
**DEATHS**0  
 MY REAR DOORS WON'T UNLOCK OR LOCK USING THE KEY FOB OR PRESSING THE

UNLOCK/LOCK BUTTON ON MY DOOR. I HAVE TO MANUALLY LOCK IT OR UNLOCK IT. THIS HAPPENED OUT OF NOWHERE. I CHECKED THE FUSE BOX BUT ALL FUSES ARE GOOD.

**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2019

May 5, 2021 NHTSA ID NUMBER: 11415293

Components: UNKNOWN OR OTHER

NHTSA ID Number: 11415293

Incident Date April 24, 2021

Consumer Location FRANKLIN, NC

Vehicle Identification Number 1N4BL3AP9DC\*\*\*\*

**Summary of Complaint**

CRASHNo

FIRENo

**INJURIES0**

DEATHS0

THE PASSENGER SIDE DOOR HANDLE WILL NOT OPEN THE DOOR, I HEARD AND FELT A CRACK WHEN TRYING TO GET OUT OF THE VEHICLE. YOU HAVE TO OPEN BY USING THE OUTSIDE DOOR HANDLE. IF THIS CAR WAS TOO BE IN AN ACCIDENT THE PASSENGER COULD BECOME TRAPPED INSIDE. THIS HAPPEN WHILE PARKED.

**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2013

May 17, 2021 NHTSA ID NUMBER: 11417522

Components: UNKNOWN OR OTHER, ENGINE

NHTSA ID Number: 11417522

Incident Date May 3, 2021

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**Consumer Location** AURORA, CO  
**Vehicle Identification Number** 1N4BL4BV2KC\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

The Check engine light came on and I took it to Nissan dealer. My car is at 39,000 mileage. On the previous Nissan Altima (2016) I had, the same thing happened while I was driving from Minnesota to Louisville. We almost crashed at Chicago due to some engine issue. When I arrived to Louisville, KY, I stopped by Nissan dealership and ask them what happen and they told me it will take up to two weeks to fix but recommended to get a new vehicle. I had no choice but to change to a new 2019 Nissan. Now the same thing is happening to this new Nissan Altima and Nissan is not willing to fix the issue without charge. This is very frustrating. I been having issue with the door not unlocking with a remote and they fixed it once and now I have the same issue they are willing to fix again. But My main concern is not the door but the engine light they refuse to fix. Please help.

**1 Affected Product**  
**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2019

[August 20, 2021 NHTSA ID NUMBER: 11429819](#)

**Components: UNKNOWN OR OTHER**

NHTSA ID Number: **11429819**

Incident Date **August 19, 2021**

Consumer Location **GAINESVILLE, GA**

Vehicle Identification Number **1N4AL3AP9GC\*\*\*\***

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

I was driving the car was driving fine. No indicator lights came on to warn me. I drove to my cousin house. And when I turned the car off my doors didn't unlock like they usually do. I tried to turn the car back on I wouldn't do anything. The whole time my windows was up. I was stuck in the car . I had to climb out through my trunk.s That is dangerous.

1 Affected Product

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**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2016

August 28, 2021 NHTSA ID NUMBER: 11430824

Components: **POWER TRAIN, ENGINE**

NHTSA ID Number: 11430824

Incident Date August 2, 2021

Consumer Location NORTH FAIRFIELD, OH

Vehicle Identification Number 1N4AL3AP5DC\*\*\*\*

**Summary of Complaint**

CRASHNo

FIRENo

**INJURIES0**

DEATHS0

my car over heats passanger door wont open from the inside its a latch issue ive told the dealer ship in mansfield and they done nothing about it front suspenction has issues still dealer does nothing about it every since they did the recall update with programing my car its like my tranny slips and jerks

**1 Affected Product**

**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2013

September 18, 2021 NHTSA ID NUMBER: 11433434

Components: **STRUCTURE**

NHTSA ID Number: 11433434

Incident Date September 17, 2021

Consumer Location BALTIMORE, MD

Vehicle Identification Number 1N4AL3AP4EC\*\*\*\*

**Summary of Complaint**

CRASHNo

FIRENo



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**INJURIES0**  
**DEATHS0**

I parked my car, I tried to exit my automobile. The front driver side door would not open, the handle being very loose. I had to climb over the console and exit the passenger side of the auto. At 82 years of age, this maneuver was something certainly not expected. After exiting the car, I tried the driver side door from the outside, the door opened. I drove the car to the Nissan service center. The service employee said that he has seen this happen about 3 or 4 times and that it was a poorly designed This interior. He quoted me a price of \$500 to \$600 to fix the problem. I would hate to think of my husband who has arthritis as well as circulatory problems being in this situation. God forbid if someone had to exit the car in an emergency. I wouldn't want to think of being trapped in this vehicle if an emergency exit was warranted.

**1 Affected Product**  
**Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2014

January 25, 2022 NHTSA ID NUMBER: 11448805  
**Components: STRUCTURE, LATCHES/LOCKS/LINKAGES**  
 NHTSA ID Number: 11448805  
 Incident Date January 24, 2022  
 Consumer Location TERRE HAUTE, IN  
 Vehicle Identification Number 1N4BL4EV0MN\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES0**  
**DEATHS0**

The contact rented a 2021 Nissan Altima. The contact stated that the driver's side door was locked and failed to open with the door handle or the key fob. The contact was able to exit the vehicle through the passenger's side window. The contact was also unable to open the door from the outside. The contact had to use the key to unlock the door. The contact called the local dealer, but the vehicle was not diagnosed or repaired. The manufacturer was not contacted. The failure mileage was approximately 2,000.

**1 Affected Product**  
**Vehicle**

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MAKE	MODEL	YEAR
NISSAN	ALTIMA	2021

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**February 26, 2022 NHTSA ID NUMBER: 11454283**

**Components: UNKNOWN OR OTHER**

**NHTSA ID Number:** 11454283

**Incident Date** February 26, 2022

**Consumer Location** MONROE, LA

**Vehicle Identification Number** 1N4AL3AP7GN\*\*\*\*

**Summary of Complaint**

**CRASHNo**

**FIRENo**

**INJURIES0**

**DEATHS0**

My door locks all failed and do not lock when I get to speed or at all. My previous Nissan Altima was a 2011 Model and I had the same issues with multiple actuators replaced that failed to solve the problem. This is an obvious defect that was not fixed in at least Models 2011-2016. I feel this is a safety risk when doors will not lock when driving and also a safety risk when someone jumps in your car when you thought doors were locked. I actually had people jump in my car trying to get money multiple times hthat put me at risk and this is a problem that should be fixed by Nissan at no charge for all consumers between these year models for failing to fix obvious defective locks.

**1 Affected Product**

**Vehicle**

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MAKE	MODEL	YEAR
NISSAN	ALTIMA	2016

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**May 26, 2023 NHTSA ID NUMBER: 11524064**

**Components: ELECTRICAL SYSTEM**

**NHTSA ID Number:** 11524064

**Incident Date** July 1, 2021

**Consumer Location** Unknown

**Vehicle Identification Number** 1N4BL4CV8KC\*\*\*\*

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**Summary of Complaint**

**CRASHNo**

**FIRENo**

**INJURIES0**

**DEATHS0**

All Door Lock Actuators. This is available for inspection. The safety of myself and passengers is at risk due to not being able to unlock and lock my vehicle at any given time. This is a security risk for any occupants in the event of needing to quickly lock doors or unlock in the event of an emergency. This also puts my vehicle at risk of theft and being stolen. The door actuators will not activate from the remote key or the unlock/lock buttons inside the vehicle. Yes, I had Jim Johnson Nissan (Bowling Green, KY) look at the problem and they confirmed and quoted me for this. No, it has not been inspected by the manufacturer. There was no warning to the problem. The first door actuator failed at around 50,000 miles (2021) and progressed to all door actuators failing. This problem is reoccurring in this model of the Nissan Altima

**1 Affected Product Vehicle**

MAKE	MODEL	YEAR
NISSAN	ALTIMA	2019

**NISSAN SENTRA**

April 21, 2021 NHTSA ID NUMBER: 11413250

**Components: STRUCTURE**

**NHTSA ID Number: 11413250**

**Incident Date** November 23, 2020

**Consumer Location** AUSTIN, TX

**Vehicle Identification Number** 3N1AB7APXFY\*\*\*\*

**Summary of Complaint**

**CRASHNo**

**FIRENo**

**INJURIES0**

**DEATHS0**

WHEN DRIVING THE PASSENGER SIDE DOOR WON'T LATCH CORRECTLY. WHEN DRIVING AT A SPEED OF 45-60 MPH YOU CAN HEAR A NOISE LIKE AIR IS COMING INSIDE THE CAR. ESPECIALLY ON A VERY WINDY DAY THE NOISE IS LOUDER AND IT FEELS LIKE THE DOOR WILL OPEN.

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**1 Affected Product**

*Vehicle*

MAKE	MODEL	YEAR
NISSAN	SENTRA	2015

October 20, 2021 NHTSA ID NUMBER: 11437550

Components: **LATCHES/LOCKS/LINKAGES**

NHTSA ID Number: 11437550

Incident Date August 20, 2021

Consumer Location TAVERNIER, FL

Vehicle Identification Number 3N1AB7AP0FL\*\*\*\*

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

The contact owns a 2015 Nissan Sentra. The contact stated while his wife was driving 30 MPH, the driver's side door inadvertently opened. There was no warning light illuminated. The contact's wife veered to the side of the road, locked the driver's side door, and continued to drive the vehicle. The contact also stated that the driver's side door would not totally latch upon closing. Additionally, the door handles were fractured, preventing them from easily accessing the vehicle. The vehicle was taken to the dealer who diagnosed that the door handles needed to be replaced. The contact referenced NHTSA Campaign Number: 15V453000 (Latches/Locks/Linkages). The manufacturer was notified of the failure but provided no assistance because the vehicle was not included in the recall. The manufacturer opened a case. The vehicle was not repaired. The approximate failure mileage was 42,000.

**1 Affected Product**

*Vehicle*

MAKE	MODEL	YEAR
NISSAN	SENTRA	2015

October 28, 2021 NHTSA ID NUMBER: 11438459

Components: **ELECTRICAL SYSTEM**

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**NHTSA ID Number:** 11438459  
**Incident Date** October 28, 2021  
**Consumer Location** CLAYTON, NC  
**Vehicle Identification Number** 3N1AB7AP2GY\*\*\*\*

**Summary of Complaint**

**CRASH**No  
**FIRE**No  
**INJURIES**0  
**DEATHS**0

In the event of an accident this vehicle doors will not open until the key is in the off position and removed from the ignition. You cannot exit the vehicle doors at any time when the motor is running or the key is still in the ignition. Death trap !

**1 Affected Product**

*Vehicle*

MAKE	MODEL	YEAR
NISSAN	SENTRA	2016

**February 2, 2022 NHTSA ID NUMBER: 11449922**

**Components: LATCHES/LOCKS/LINKAGES**

**NHTSA ID Number:** 11449922  
**Incident Date** January 30, 2022  
**Consumer Location** VIRGINIA BEACH, VA  
**Vehicle Identification Number** 3N1AB8BV6LY\*\*\*\*

**Summary of Complaint**

**CRASH**No  
**FIRE**No  
**INJURIES**0  
**DEATHS**0

The contact owns a 2020 Nissan Sentra. The contact stated that while driving at speeds above 15 mph the rear passenger side child safety lock did not activate and the 9-year-old grandchild was able to open the rear passenger side door. The cause of the failure was not determined. The local dealer was notified of the failure. The contact indicated that the rear driver-side door was serviced previously for the same failure. The manufacturer was not contacted. The failure mileage was 39,800.

**1 Affected Product**

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1 Vehicle

2 MAKE	3 MODEL	4 YEAR
5 NISSAN	6 SENTRA	7 2020

8 **March 14, 2022 NHTSA ID NUMBER: 11456597**

9 **Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER, SERVICE BRAKES**

10 NHTSA ID Number: **11456597**

11 Incident Date **March 12, 2022**

12 Consumer Location **MANSFIELD, TX**

13 Vehicle Identification Number **3N1AB8DV5LY\*\*\*\***

14 **Summary of Complaint**

15 **CRASH**No

16 **FIRE**No

17 **INJURIES**0

18 **DEATHS**0

19 Locks on doors would not work with remote, and to get out keys to get fixed. When to  
 20 Nissan 2 times for them to fix. Dark at night could not get in car safely. No warning signs  
 21 Windows would not go up or down, had to get windows fixed, due to rain can hinder my  
 22 vision while driving. No warnings, Nissan fixed after going back two times Back up  
 23 Camera had to be replaced or fixed. Car would not start. Said it was a break lamp sensor,  
 24 which was recalled on 2019 and prior Nissan Sentra's. I have a 2020 no recall yet No  
 25 incident has happened yet, but could cause grave danger if not fixed! This whole car  
 26 needs to be recalled!

27 1 Affected Product

28 Vehicle

29 MAKE	30 MODEL	31 YEAR
32 NISSAN	33 SENTRA	34 2020

35 **May 1, 2022 NHTSA ID NUMBER: 11462928**

36 **Components: ELECTRICAL SYSTEM, UNKNOWN OR OTHER**

37 NHTSA ID Number: **11462928**

38 Incident Date **April 27, 2022**

Consumer Location **LONGVIEW, TX**  
 Vehicle Identification Number **3N1AB8DVXLY\*\*\*\***

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

The radio will turn it volume up own its own and the doors will lock you in the car and sometimes will not let you unlock the doors from inside or outside.

1 Affected Product

**Vehicle**

MAKE	MODEL	YEAR
NISSAN	SENTRA	2020

**May 24, 2022 NHTSA ID NUMBER: 11465868**

**Components: STEERING, SERVICE BRAKES**

NHTSA ID Number: **11465868**

Incident Date **May 16, 2022**

Consumer Location **RALEIGH, NC**

Vehicle Identification Number **N/A**

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**1

**DEATHS**0

The contact rented a 2016 Nissan Sentra with Turo. The contact stated while driving approximately 60 mph, she heard an abnormal noise before the steering wheel and brakes seized. The contact stated the air bag warning light was illuminated before. The contact stated the vehicle steered independently out of control and drove through bushes and trees. The contact stated she ended up on the opposite side of the road and with the side air bags deployed but the driver's side air bag did not deploy. The contact stated she hit her head on the windshield and was unconscious when the paramedics assisted her. The contact stated she was a bit banged and bruised up. The contact refused to seek medical attention at a hospital. The contact stated the driver's side door was unable to unlatch and needed assistance from the paramedics to exit the vehicle. A police report was filed. The vehicle was not drivable. The vehicle was towed to towing lot. The contact called the Turo call center and made them aware of the failure. The vehicle was not diagnosed or repaired. A dealer was not contacted. The manufacturer had not been informed of the failure. The failure mileage was unknown. The VIN was not available.

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1 1 Affected Product  
 2 Vehicle

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MAKE	MODEL	YEAR
NISSAN	SENTRA	2016

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7 [November 17, 2022](#) NHTSA ID NUMBER: 11493985

8 **Components: STRUCTURE**

9 NHTSA ID Number: 11493985

10 Incident Date **November 4, 2022**

11 Consumer Location **BUENA PARK, CA**

12 Vehicle Identification Number **3n1ab8cv5ly\*\*\*\***

13 **Summary of Complaint**

14 **CRASH**No

15 **FIRE**No

16 **INJURIES**0

17 **DEATHS**0

18 1) The front passenger door will not open. This is a recurring problem and I have  
 19 experienced it four times already. 2) CVT Malfunction warning is persistent. CVT resets  
 20 when the engine is turned off and comes back on after about 10 to 15 minutes after the  
 21 engine is started again, which creates a problem when you come to a complete stop. The  
 22 transmission does not immediately get in gear and there is a very slow start-up in moving  
 23 forward. The "ECO" engaged by itself and this problem started when I disengaged the  
 24 "ECO" when I was headed up a hill. The problem with the "ECO" is intermittent. I took the  
 25 car to a private mechanic and they did not have enough information from Nissan to  
 26 correct this problem. I contacted Kimmel- Silverman, Lemon Law Attorney, and was told  
 27 that Nissan was aware of the problem and has not issued a recall, as of this moment.

28 1 Affected Product  
 Vehicle

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MAKE	MODEL	YEAR
NISSAN	SENTRA	2020

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29 [December 29, 2022](#) NHTSA ID NUMBER: 11499302

30 **Components: ELECTRICAL SYSTEM**

31 NHTSA ID Number: 11499302



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1 Incident Date **December 21, 2022**  
 2 Consumer Location **HILLSBORO, AL**  
 3 Vehicle Identification Number **3N1AB8CV9LY\*\*\*\***

4 **Summary of Complaint**

5 **CRASHNo**

6 **FIRENo**

7 **INJURIES0**

8 **DEATHS0**

9 The back door lock actuators does not lock automatic or not work at all with fob you  
 10 have to manual lock the door from the inside button it does not lock when the car reach a  
 11 certain speed my child open the door going down road and i just happen to see it when  
 12 he did these need to be looked at before someone child gets hurt the lock does not work  
 13 at all remotely or when it going certain speed

14 1 Affected Product

15 **Vehicle**

MAKE	MODEL	YEAR
NISSAN	SENTRA	2020

16 **March 9, 2023 NHTSA ID NUMBER: 11510976**

17 **Components: LATCHES/LOCKS/LINKAGES**

18 NHTSA ID Number: **11510976**

19 Incident Date **January 1, 2023**

20 Consumer Location **Unknown**

21 Vehicle Identification Number **3N1AB7AP9FY\*\*\*\***

22 **Summary of Complaint**

23 **CRASHNo**

24 **FIRENo**

25 **INJURIES0**

26 **DEATHS0**

27 The contact owns a 2015 Nissan Sentra. The contact stated all four door locks would  
 28 unlatch independently and the door ajar chime would be activated. The contact stated  
 there was no warning light illuminated. The contact called the local dealer and made  
 them aware of the failure. The vehicle was not diagnosed or repaired. The manufacturer  
 had not been informed of the failure. The failure mileage was approximately 38,000.

1 Affected Product

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**Vehicle**

MAKE	MODEL	YEAR
NISSAN	SENTRA	2015

April 20, 2023 NHTSA ID NUMBER: 11518142

**Components: SUSPENSION**

NHTSA ID Number: 11518142

Incident Date **April 7, 2023**

Consumer Location **HEMET, CA**

Vehicle Identification Number **3N1AB7AP2HY\*\*\*\***

**Summary of Complaint**

**CRASH**No

**FIRE**Yes

**INJURIES**0

**DEATHS**0

MY NAME IS [XXX] I HAD A NISSAN SENTRA 2017 MY CAR MALFUCTIONED THE DOORS HAD LOCKED ON MY I WAS FINALLY ABLE TO EXIT THE CAR BUT MY CAR WENT UP IN FLAMES WAS A TOTAL LOSS. SOMEONE PLEASE CALL ME I NEED ANSWERS AND HELP INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6).

1 Affected Product

**Vehicle**

MAKE	MODEL	YEAR
NISSAN	SENTRA	2017

September 4, 2023 NHTSA ID NUMBER: 11542463

**Components: SEAT BELTS, STRUCTURE, SEATS**

NHTSA ID Number: 11542463

Incident Date **February 10, 2023**

Consumer Location **OAK RIDGE, NJ**

Vehicle Identification Number **3N1AB7AP9HY\*\*\*\***

**Summary of Complaint**

**CRASH**No

**FIRE**No

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**INJURIES0**  
**DEATHS0**

My driver door opens while i'm driving, the first time it happened in feb 2023 had i not have my seatbelt on I would have fell out of car. It has happened severals more times, it feels like the lock or the pin is not engaging. Now my front passenger door is starting as well. I contacted Nissan Consumer affairs the woman was arrogant with No concern over my safety, maybe it's a defective door or lock or something and the mgr [XXX] said nissan can't help me, I asked a question if this fell under the NJ lemon law and she said no. I also complained that a dealer will not fix my stop light recall PM971 -21V-135 They put me on a waiting list 1 yr ago, I merely asked if this caused an accident what would happen? She sent me an email stating this I should have my attorney contact them. I never even mentioned an attorney and when I asked for the transcript of our conversation she said she cannot release it to me, I asked if she had one and she said yes.. Why wouldn't they release a convo I had with them, can it be used against them? My Life is Not there concern, I have had nissans for over 40 years with no issues, i have an issue now and they merely shrugged it off. I would like help regarding these matters as Nissan refuses to help with the safety of my being and to save a buck!! Please contact me asap the doors are a major concern INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

1 Affected Product  
**Vehicle**

MAKE	MODEL	YEAR
NISSAN	SENTRA	2017

October 25, 2023 NHTSA ID NUMBER: 11551844

**Components: ELECTRICAL SYSTEM**

NHTSA ID Number: 11551844

Incident Date **September 25, 2023**

Consumer Location **EVERETT, MA**

Vehicle Identification Number **3N1AB8DV2LY\*\*\*\***

**Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

I am writing to bring to your attention a critical issue regarding the recent malfunction of the actuator system in my 2020 Nissan Sentra. As a concerned consumer, I am compelled to report the circumstances that have led to significant safety concerns and financial burden. The details of this case are as follows: Vehicle Information: 2020

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1 Nissan Sentra with approximately 43,000 miles. Initial Observation: It was discovered  
 2 post-warranty that the car's locking mechanism was not functioning correctly. While I  
 3 had assumed that the vehicle was locking upon using the key fob, it was only recently  
 4 brought to my attention that this was not the case. Diagnostic Evaluation: Upon  
 5 consulting a Nissan dealership, it was determined that the Actuator of the driver's door  
 6 was defective and required immediate replacement. I consented to the suggested repair,  
 7 which incurred an unexpected cost of \$750. Unforeseen Complications: Following the  
 8 initial repair, I was informed that the remaining actuators would also require replacement,  
 9 posing an exorbitant additional financial burden. This development led to a grave  
 10 concern as the sudden failure of all four actuators within a short span indicates a  
 11 potential systemic issue rather than an isolated incident. Communication with Nissan: A  
 12 formal request was made to Nissan for a thorough review of my case, under the  
 13 reference number #49629281. However, despite the seriousness of the matter, I have yet  
 14 to receive any substantial response or acknowledgement from Nissan, even after a  
 15 waiting period of nearly two months. Considering the potential safety hazards and the  
 16 unjustifiable financial strain imposed on me as a consumer, it is imperative that this  
 17 matter is investigated further. The concurrent failure of all four actuators in a relatively  
 18 new vehicle strongly suggests the possibility of an underlying electrical fault or a  
 19 systemic defect in the manufacturing process.

20 1 Affected Product

21 **Vehicle**

MAKE	MODEL	YEAR
NISSAN	SENTRA	2020

22 **January 28, 2025 NHTSA ID NUMBER: 11639223**

23 **Components: POWER TRAIN, ELECTRICAL SYSTEM, ENGINE**

24 **NHTSA ID Number: 11639223**

25 **Incident Date** January 28, 2025

26 **Consumer Location** Unknown

27 **Vehicle Identification Number** 3N1AB8BV6RY\*\*\*\*

28 **Summary of Complaint**

**CRASH**No

**FIRE**No

**INJURIES**0

**DEATHS**0

Started having problems within first two months of purchase, bought new in April 24. Charge ports stopped working. Also reported to dealer electric burn smell. Hesitate to start/stop with push button. Feels like loses power while driving. Rpm's revs unexpectedly. Almost wrecked a few times due to this. Happens during continuous

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1 driving, not stop and go traffic. Sometimes when put in park, it will jerk hard. Sometimes  
 2 when put in park and turn off, doors don't unlock automatically. Car will jerk when  
 3 starting at times. Forward collision light comes on often. Sounds like front rotors or  
 4 something in the front rubs while driving. Auto engine off/on sometimes doesn't work.  
 5 The first time I took it to the dealer, they didn't record their visual inspection. They  
 6 blamed a lot of stuff on rodent nests. The second time I took it to the dealership, I made  
 7 it a point to have the visual inspection recorded and sent to me. Surprise, no rodent nests  
 8 found! Both inspections were completed in less than two hours even though I told them I  
 9 could stay as long as needed. Since then, the burning smell has worsened.

10 **1 Affected Product**  
 11 **Vehicle**

MAKE	MODEL	YEAR
NISSAN	SENTRA	2024

12  
 13 **3. Technical Service Bulletins**

14 45. Technical Service Bulletins (TSBs) are documents created by manufacturers to  
 15 provide authorized repair technicians with detailed information about specific mechanical problems  
 16 and their solutions. Automobile manufacturers, including Nissan, create TSBs when they identify  
 17 patterns of similar repair issues across their products. Nissan does not directly distribute TSBs to its  
 18 customers.

19 46. Instead of addressing Door Lock Defect, Nissan—undoubtedly motivated by cost  
 20 saving measures—has implemented a fragmented strategy to address complaints of the Door Lock  
 21 Defect, issuing various TSBs and an inadequate 2015 recall. However, as demonstrated by the  
 22 growing number of complaints filed with NHTSA and continuation of these services bulletins, these  
 23 measures have failed to resolve the fundamental root cause of the Door Lock Defect, cover the cost  
 24 of necessary repairs, and inform customers of the ongoing safety problem.

25 47. Following its inadequate 2015 recall, Nissan has issued two TSBs regarding the door  
 26 lock defect, further evidencing their knowledge of the problem affecting the Class Vehicles. These  
 27 TSBs consistently describe owner reports of similar door lock failure patterns across all three Class  
 28

1 Vehicle models—specifically, doors that are difficult to close/latch and doors that fail to open or  
2 unlock properly.

3 **a. September 27, 2016, TSB No. NTB16-092**

4 48. In September 2016, Nissan quietly attempted to address the door lock actuator  
5 problem again—this time in a broader set of vehicles, including the 2013-2016 Nissan Rogue and  
6 2013-2016 Nissan Altima—by discreetly issuing a technical service bulletin to its service  
7 technicians. Rather than relying on the same limited manufacturing problem it had cited in its 2015  
8 recall, Nissan attributed the issue to severe weather conditions—describing the door lock actuator  
9 malfunction in their TSB as one that made “doors difficult to close with temperature below  
10 freezing.”<sup>10</sup> Instead of informing customers of this problem, Nissan secretly instructed service  
11 departments to replace the door lock actuators on the vehicles identified in the September 2016 TSB  
12 only if customers specifically mentioned that their vehicle had been sitting (not running) in  
13 temperatures below 14°F (-10°C) for an extended period (such as overnight). Otherwise, dealers  
14 were instructed not to replace door lock actuators automatically.

15 49. This restrictive approach to addressing the issue, despite expanding the affected  
16 vehicle list, further indicates that Nissan was well aware of widespread door lock actuator failures  
17 across these years and models of the Class Vehicles. By implementing such narrow qualification  
18 criteria for warranty repairs, Nissan appeared to be deliberately attempting to minimize its warranty  
19 repair costs despite knowing the defect affected vehicles under a much broader range of conditions  
20 than those specified in the TSB.

21 **b. December 12, 2022, TSB No. NTB22-104**

22 50. In December 2022, Nissan quietly issued another TSB to dealer service departments  
23 outlining a comprehensive diagnostic procedure for door lock operation issues affecting 2021-2023  
24

25  
26 \_\_\_\_\_  
27 <sup>10</sup> Exhibit 3, Nissan North America, Inc., Technical Bulletin: Nissan; Doors Difficult to Close with  
28 Temperature Below Freezing, NTB16-092 (Sept. 27, 2016).

1 Altima, Rogue, Sentra, and other Nissan models.<sup>11</sup> The bulletin outlined a detailed step-by-step  
2 troubleshooting process for technicians to diagnose various door lock concerns including doors that  
3 won't open/close, stick in half-lock position, or have electrical issues, thereby evidencing Nissan's  
4 and its dealerships' continued and ongoing receipt of widespread customer complaints of door lock  
5 malfunctions in the Class Vehicles.

6 51. Together, the foregoing safety recall, NHTSA complaints, and TSBs evidence the  
7 ongoing and widespread nature of the Door Lock Defect, which Nissan until this day has failed to  
8 disclose to Plaintiff and the Class.

#### 9 **4. Warranty Repairs and Customer Complaints to Nissan**

10 52. Moreover, Nissan knew about the Door Lock Defect because its customer relations  
11 department, which interacts with Nissan-authorized service technicians in order to identify  
12 potentially widespread vehicle problems and assist in diagnosing vehicle issues, has received  
13 numerous reports that the Door Lock Defect causes a failure of the Class Vehicles' doors to lock  
14 and unlock.

15 53. Nissan's customer relations department also collects and analyzes field data  
16 including, but not limited to, repair requests made at dealerships and service centers, technical  
17 reports prepared by engineers that have reviewed vehicles for which warranty coverage is requested,  
18 parts sales reports, and warranty claims data.

19 54. Nissan's warranty department similarly reviews and analyzes warranty data submitted  
20 by its dealerships and authorized technicians to identify defect trends in its vehicles. Nissan dictates  
21 that when a repair is made under warranty (or warranty coverage is requested), service centers must  
22 provide Nissan with detailed documentation. Nissan also requires service centers to save broken  
23 parts from completed repairs, in case Nissan audits the dealership or otherwise acts to verify the  
24 warranty repair. Because Nissan withholds payment for warranty repairs if the complaint, cause,  
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26 <sup>11</sup> Exhibit 4, Nissan Group of the Americas, Technical Service Bulletin: Diagnosing Door Lock  
27 Operation, NTB22-104 (Dec. 12, 2022).

1 and correction are not sufficiently described, service centers are meticulous in maintaining and  
2 providing this detailed information.

3 55. Nissan also monitors the internet for complaints similar in substance to those quoted  
4 above. Nissan's customer relations department routinely monitors the internet for customer  
5 complaints, and on information and belief, Nissan has retained the services of third-parties to do the  
6 same. Further, Nissan's customer relations division regularly receives and responds to customer  
7 calls concerning, inter alia, product defects.

8 56. Through the foregoing sources, Nissan was made aware of the Door Lock Defect  
9 before Plaintiff purchased her Class Vehicle.

## 10 V. TOLLING OF STATUTES OF LIMITATIONS

### 11 A. Discovery Rule

12 57. Nissan's knowing and active concealment and denial of the facts alleged act to toll  
13 any applicable statute(s) of limitations. Plaintiff and other Class members could not have reasonably  
14 discovered the true, latent nature of the Door Lock Defect until shortly before commencing this  
15 class-action litigation.

16 58. Plaintiff and Class members had no realistic ability to discover the presence of the  
17 Door Lock Defect in the Class Vehicles within the applicable statute of limitations and could not  
18 have discovered through the exercise of reasonable diligence that Nissan was concealing the Door  
19 Lock Defect in the Class Vehicles, or misrepresenting the safety, quality and reliability of the Class  
20 Vehicles.

### 21 B. Fraudulent Concealment

22 59. All applicable statutes of limitation have also been tolled by Nissan's knowing, active  
23 and ongoing fraudulent concealment of the facts alleged herein – for over a decade Nissan knew of  
24 the Door Lock Defect, and yet, had continued to conceal this safety issue.

25 60. As a result of Nissan's active concealment, any and all applicable statutes of  
26 limitations otherwise applicable to the allegations herein have been tolled.



1           61. Nissan has had, and continues to have, a duty to disclose the true character, quality,  
2 and nature of the Class Vehicles to Plaintiff and the other Class members, including that the Class  
3 Vehicles require costly repairs, pose safety concerns, and have a diminished resale value.

4           62. Instead, Nissan concealed the true character, quality, and nature of the Class Vehicles  
5 and knowingly made misrepresentations about the quality, reliability, characteristics, and  
6 performance of the Class Vehicles.

7           63. Based on the foregoing, Nissan is estopped from relying on any statutes of limitation  
8 in defense of this action.

9 **C. Estoppel**

10           64. Nissan has, and continues to have, a duty to disclose to Plaintiff and the other Class  
11 members the true character, quality, and nature of the Class Vehicles, including the facts that the  
12 Class Vehicles require costly repairs and pose safety concerns. As a result of Nissan’s active  
13 concealment, any and all applicable statutes of limitations otherwise applicable to the allegations  
14 herein have been tolled.

15 **VI. CLASS ACTION ALLEGATIONS**

16           65. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil Procedure  
17 23(a), (b)(2), and (b)(3) on behalf of the following class:

18 **Nationwide Class:**

19 All persons or entities in the United States who purchased or leased a Class  
20 Vehicle in the United States.

21           66. , Plaintiff also proposes the following state-specific sub-class:

22 **California Class:**

23 All persons or entities in California who purchased or leased a Class Vehicle  
24 in the United States.

25           67. Excluded from the Classes are Nissan, its affiliates, employees, officers and directors,  
26 persons or entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this  
27

1 case. Plaintiff reserves the right to modify, change, or expand the Class definition.

2 68. Certification of Plaintiff's claims for class-wide treatment is appropriate because  
3 Plaintiff can prove the elements of their claims on a class-wide basis using the same evidence as  
4 would be used to prove those elements in individual actions alleging the same claim.

5 69. This action has been brought and may be properly maintained on behalf of each of the  
6 Classes proposed herein under Federal Rule of Civil Procedure 23.

7 70. **Numerosity:** The members of the Class are so numerous that their individual joinder  
8 is impracticable. Hundreds of thousands of Class Vehicles were sold across the United States. The  
9 number and identity of Class members can be obtained through business records regularly  
10 maintained by Defendant, its employees, and agents and state agencies. Members of the Class can  
11 be notified of the pending action by e-mail and mail, supplemented by published notice, if necessary.

12 71. **Commonality and Predominance:** There are questions of law and fact common to  
13 the Class. These questions predominate over any questions only affecting individual Class members.  
14 The common legal and factual issues include, but are not limited to:

- 15 a) Whether Defendant engaged in the conduct alleged herein;
- 16 b) Whether Defendant designed, advertised, marketed, distributed, leased, sold, or  
17 otherwise placed Class Vehicles into the stream of commerce in the United States;
- 18 c) Whether Defendant designed, manufactured, marketed, distributed, leased, sold, or  
19 otherwise placed Class Vehicles into the stream of commerce in the United States  
20 knowing the door latching system was prone to malfunction;
- 21 d) When Defendant learned of the Door Lock Defect;
- 22 e) Whether Defendant concealed the Door Lock Defect from consumers;
- 23 f) Whether Plaintiff and other Class members have been harmed by the fraud alleged  
24 herein;
- 25 g) Whether Defendant was unjustly enriched by its deceptive practices;
- 26
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1 h) Whether Plaintiff and members of the Class are entitled to equitable relief in the form  
2 of rescission of the purchase agreement or other injunctive relief and, if so, in what  
3 amount.

4 72. **Typicality:** Plaintiff’s claims are typical of the claims of each member of the Class.  
5 Plaintiff, like all other members of the Class, have sustained damages arising from Nissan’s conduct  
6 as alleged herein. Plaintiff and the members of the Class were and are similarly or identically harmed  
7 by Nissan’s unlawful, deceptive, unfair, systematic, and pervasive pattern of misconduct.

8 73. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of  
9 the Class members and has retained counsel who are experienced and competent trial lawyers in  
10 complex litigation and class action litigation. There are no material conflicts between Plaintiff’s  
11 claims and those of the members of the Class that would make class certification inappropriate.  
12 Counsel for the Class will vigorously assert the claims of all Class members.

13 74. **Superiority:** A class action is superior to all other available means of fairly and  
14 efficiently adjudicating the claims brought by Plaintiff and the Class. The injury suffered by each  
15 individual Class member is small when compared to the burden and expense of individual  
16 prosecution of the complex and extensive litigation necessitated by Nissan’s conduct. It would be  
17 virtually impossible for Class members on an individual basis to effectively redress the wrongs done  
18 to them. Even if Class members could afford such individual litigation, the courts cannot.  
19 Individualized litigation presents a potential for inconsistent or contradictory judgments.  
20 Individualized litigation increases the delay and expense to all parties and to the court system,  
21 particularly where the subject matter of the case may be technically complex. By contrast, the class  
22 action device presents far fewer management difficulties, and provides the benefits of single  
23 adjudication, an economy of scale, and comprehensive supervision by a single court. Individual  
24 Class members can be readily identified and notified based on, *inter alia*, Nissan’s vehicle  
25 identification numbers, warranty claims, registration records, and database of complaints. Plaintiff  
26 contemplates the eventual issuance of notice to the proposed Class members setting forth the subject  
27

1 and nature of the instant action. Nissan’s own business records and electronic media can be utilized  
2 for the contemplated notices. To the extent that any further notices may be required, Plaintiff would  
3 contemplate the use of additional media and/or mailings.

4 **VII. CAUSES OF ACTION**

5 **COUNT I**

6 **BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

7 **(Cal. Civ. Code §§ 1792, 1791.1, *et seq.*)**

8 **(On Behalf of the Nationwide Class, or in the Alternative, the California Class)**

9 75. Plaintiff and the Class incorporate by reference each preceding and succeeding  
10 paragraph as though fully set forth at length herein.

11 76. Plaintiff brings this count on behalf of herself and the Nationwide Class, or in the  
12 Alternative, the California Class.

13 77. At all relevant times hereto, Nissan was/is the manufacturer, distributor, warrantor,  
14 and/or seller of the Class Vehicles. Nissan knew or should have known of the specific use for which  
15 the Class Vehicles were purchased, yet it did not take any adequate actions to ensure that the Door  
16 Lock Defect is fixed. Given that Nissan has known of this serious safety issue – especially in light  
17 of hundreds of consumer complaints discussing the Door Lock Defect – and yet it continued to fail  
18 to remedy this issue, leaving consumers with no choice but to sue.

19 78. Nissan provided Plaintiff and the Class members with an implied warranty that the  
20 Class Vehicles, and any parts thereof, are merchantable and fit for the ordinary purposes for which  
21 they were sold. The Class Vehicles, however, are not fit for their ordinary purpose because, *inter*  
22 *alia*, the Class Vehicles suffered from the latent Door Lock Defect at the time of sale.

23 79. The Class Vehicles are not fit for the purpose of providing safe and reliable  
24 transportation because of the defect – and provide an unreasonably dangerous safety issues for the  
25 drivers and passengers of the vehicles.

26 80. Nissan impliedly warranted that the Class Vehicles were of merchantable quality and  
27

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1 fit for such use. This implied warranty included, *inter alia*, the following: (i) a warranty that the  
2 Class Vehicles were manufactured, supplied, distributed, and/or sold by Nissan were safe and  
3 reliable for providing transportation and would not prematurely and catastrophically fail; and (ii) a  
4 warranty that the Class Vehicles would be fit for their intended use – providing safe and reliable  
5 transportation – while the Class Vehicles were being operated.

6 81. Contrary to the applicable implied warranties, the Class Vehicles were not fit for their  
7 ordinary and intended purpose. Instead, the Class Vehicles are defective for reasons of the Door  
8 Lock Defect described in detail herein.

9 82. Nissan’s actions, as complained of herein, breached the implied warranty that the  
10 Class Vehicles were of merchantable quality and fit for such use in violation of Cal. Civ. Code  
11 §§ 1792 and 1791.1.

12 83. As a direct and proximate result of Nissan’s breach of the implied warranty of  
13 merchantability, Plaintiff and the Class members have been damaged in an amount to be proven at  
14 trial.

15 84. Plaintiff and the Class members were third-party beneficiaries of the sale contracts  
16 and/or purchase agreements between Nissan and the retail dealers, which ultimately sold Plaintiff  
17 her Class Vehicle. On information and belief, Plaintiff and the Class members were and are the  
18 intended beneficiaries of those sales, as Nissan marketed, sold, manufactured, and designed the  
19 Class Vehicle for the sole purposes and intention that said vehicles would be purchased or leased  
20 and utilized by Plaintiff and the Class members.

21 **COUNT II**

22 **UNJUST ENRICHMENT/QUASI CONTRACT**

23 **(On Behalf of the Nationwide Class, or in the Alternative, the California Class)**

24 85. Plaintiff incorporates by reference each preceding and succeeding paragraph as  
25  
26  
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28

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1 though fully set forth at length herein.

2 86. Plaintiff brings this count on behalf of herself and the Nationwide Class, or in the  
3 Alternative, the California Class.

4 87. To the extent required by law, this cause of action is alleged in the alternative to legal  
5 claims, as permitted under Fed. R. Civ. P. 8.

6 88. Plaintiff and Class members conferred monetary benefits on Defendant by purchasing  
7 the Class Vehicles. Defendant's profits are funded entirely from their generated revenues –  
8 payments made by or on behalf of Plaintiff and Class Members.

9 89. Defendant knew that Plaintiff and the Class conferred a benefit which Defendant  
10 accepted, and through which, Defendant was unjustly enriched in retaining the revenues derived  
11 from Plaintiff and Class members' purchases of the Class Vehicles. Retention of Plaintiff's and  
12 Class members money under these circumstances is unjust and inequitable because Defendant failed  
13 to disclose that the Class Vehicles had a latent defect, placing Plaintiff and the Class in unreasonable  
14 danger, and causing injuries to Plaintiff and Class members because they would not have purchased  
15 the Class Vehicles if the true facts were known.

16 90. Defendant enriched itself by saving the costs they reasonably should have spent on  
17 ensuring that the Class Vehicles were fit for purchase.

18 91. Because Defendant's retention of the non-gratuitous benefits conferred on them by  
19 Plaintiff and Class members is unjust and inequitable, Defendant has been unjustly enriched in an  
20 amount to be determined at trial.

21 92. No adequate remedy is available at law, as discussed in more detail below.

22 **COUNT III**

23 **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT ("CLRA")**

24 **(Cal. Civ. Code § 1750, *et seq.*)**

25 **(Brought By Plaintiff on Behalf of the California Class)**

26 93. Plaintiff incorporates by reference each preceding and succeeding paragraph as  
27

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1 though fully set forth at length herein.

2 94. Plaintiff brings this count on behalf of herself and the California Class.

3 95. Plaintiff, the California Class members, and Nissan are “persons” as that term is  
4 defined in Cal. Civil § 1761(c).

5 96. Plaintiff and the California Class members are “consumers” as that term is defined in  
6 Cal Civ. Code §1761(d).

7 97. Nissan engaged in unfair and deceptive acts in violation of the CLRA by the practices  
8 described above, and by knowingly and intentionally concealing from Plaintiff and Class members  
9 that the Class Vehicles suffer from a defect(s) (and the costs, risks, and overpayment for the vehicles  
10 as a result of this problem). These acts and practices violate, at a minimum, the following sections  
11 of the CLRA:

- 12 • (a)(5) Representing that goods or services have sponsorships,  
13 characteristics, uses, benefits or quantities which they do not have, or  
14 that a person has a sponsorship, approval, status, affiliation or  
15 connection which he or she does not have;
- 16 • (a)(7) Representing that goods or services are of a particular  
17 standard, quality, or grade, or that goods are of a particular style  
18 or model, if they are of another; and
- 19 • (a)(9) Advertising goods and services with the intent not to sell  
20 them as advertised.

21 98. Nissan’s unfair or deceptive acts or practices occurred repeatedly in Nissan’s trade or  
22 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a  
23 serious safety risk on the public.

24 99. Nissan knew that the Class Vehicles, including the door lock assembly and their  
25 components, were defectively designed or manufactured, would fail prematurely, and were not  
26 suitable for their intended use.

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1           100. Nissan has a duty to Plaintiff and the California Class members to disclose the  
2 defective nature of the Class Vehicles and the door latch assembly because:

- 3           a) Nissan was in a superior position to know the true state of facts about  
4 the Door Lock Defect and associated repair costs of the door lock  
5 actuators for the Class Vehicles;
- 6           b) Plaintiff and the California Class members could not reasonably have  
7 been expected to learn or discover that the Class Vehicles had dangerous  
8 latent safety defect prior to the sale of the Class Vehicles; and
- 9           c) Nissan knew that Plaintiff and the California Class members could not  
10 reasonably have been expected to learn or discover the safety and  
11 security defect and the associated repair costs that it causes prior to the  
12 sale of the Class Vehicles.

13           101. In failing to disclose the Door Lock Defect and the associated safety risks and repair  
14 costs that result from it, Nissan knowingly and intentionally concealed material facts and breached  
15 their duty to disclose.

16           102. The facts concealed or not disclosed by Nissan to Plaintiff and the California Class  
17 members are material in that a reasonable consumer would have considered them to be important in  
18 deciding whether to purchase or lease the Class Vehicles or pay a lesser price. Had Plaintiff and the  
19 California Class members known about the defective nature of the Class Vehicles they would not  
20 have purchased or leased the Class Vehicles or would have paid less for them.

21           103. Plaintiff provided Nissan with notice of their violations of the CLRA pursuant to  
22 California Civil Code § 1782(a) on March 24, 2024, and seeks only equitable relief under the CLRA  
23 at this time. Should Nissan fail to cure the violation within the 30-day statutory requirement,  
24 Plaintiff intends to amend this Complaint to pursue monetary damages under the CLRA.



**COUNT IV**

**FRAUD BY OMISSION**

**(Based on California Law)**

**(Brought by Plaintiff on Behalf of the California Class)**

104. Plaintiff and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

105. Plaintiff brings this count on behalf of herself and the California Class members.

106. Nissan made material omissions concerning the existence of the Door Lock Defect, a presently existing or past fact that they did not fully and truthfully disclose to its customers. The Door Lock Defect Door was not readily discoverable until many years after purchase or lease of the Class Vehicles. These facts, and other facts as set forth above, were material because reasonable people attach importance to their existence or nonexistence in deciding which vehicle to purchase or lease.

107. Because Nissan stated facts upon which Plaintiff and Class Members relied upon, Nissan was under a duty to disclose all facts, including those omitted, and not to conceal any facts which materially qualify stated facts. Once Nissan volunteered information, all information must be truthful, and the calculated telling of a half-truth to deceive is fraud.

108. In addition, Nissan had a duty to disclose these omitted material facts because they were known and/or accessible only to Nissan who had superior knowledge and access to the facts, and Nissan knew they were not known to or reasonably discoverable by Plaintiff and the California Class members. These omitted facts were material because they directly impacted the safety of the Class Vehicles.

109. Nissan was in exclusive control of the material facts and such facts were not known to the public or the Class members. Nissan also possessed exclusive knowledge of the defects rendering Class Vehicles inherently more dangerous and unreliable than similar vehicles.

110. Nissan omitted these material facts, in whole or in part, with the intent to induce

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1 Plaintiff and the California Class members to purchase or lease the Class Vehicles at a higher price  
2 for the vehicles, which did not match the vehicles’ true value.

3 111. Plaintiff and the California Class members were unaware of these omitted material  
4 facts and would not have acted as they did if they had known of the concealed and/or suppressed  
5 facts. The actions of Plaintiff and the California Class members were justified.

6 112. Plaintiff and the California Class members reasonably relied on these omissions and  
7 suffered damages as a result.

8 113. As a result of the omission, concealment and/or suppression of the facts, Plaintiff and  
9 the California Class members sustained damage. Plaintiff and the California Class members reserve  
10 their right to elect either to (a) rescind their purchase or lease of the Class Vehicles and obtain  
11 restitution or (b) affirm their purchase or lease of the Class Vehicles and recover damages.

12 114. Nissan’s acts were done maliciously, oppressively, deliberately, with intent to  
13 defraud, and in reckless disregard of the rights of Plaintiff and the California Class members.  
14 Nissan’ conduct warrants an assessment of punitive damages in an amount sufficient to deter such  
15 conduct in the future, which amount is to be determined according to proof.

16 **COUNT V**

17 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**

18 **(Cal. Bus. & Prof. Code § 17200, et seq.)**

19 **(Brought by Plaintiff on Behalf of the California Class)**

20 115. Plaintiff and the Class incorporate by reference each preceding and succeeding  
21 paragraph as though fully set forth at length herein.

22 116. Plaintiff brings this cause of action on behalf of herself and the California Class.

23 117. The California Unfair Competition Law (“UCL”) prohibits acts of “unfair  
24 competition,” including any “unlawful, unfair or fraudulent business act or practice” and “unfair,  
25 deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200.

26 118. Nissan has engaged in unfair competition and unfair, unlawful, or fraudulent business  
27 practices by the conduct, statements, and omissions described above, and by knowingly and  
28

1 intentionally omitting and concealing from Plaintiff and the California Class members that the Class  
2 Vehicles suffer from the Door Lock Defect. Nissan should have disclosed this information because  
3 it was in a superior position to know the true facts related to the Door Lock Defect, and Plaintiff  
4 and California Class members could not have been reasonably expected to learn or discover these  
5 true facts.

6 119. The Door Lock Defect constitutes a safety issue triggering Nissan's duty to disclose.

7 120. By its acts and practices, Nissan has deceived Plaintiff and is likely to have deceived  
8 the California Class members and the general public. In failing to disclose the Door Lock Defect  
9 and suppressing other material facts from Plaintiff and other California Class members, Nissan  
10 breached its duty to disclose these facts, violated the UCL, and caused injuries to Plaintiff and the  
11 California Class members. Nissan's omissions and acts of concealment pertained to information  
12 material to Plaintiff and other California Class members, as it would have been to all reasonable  
13 consumers.

14 121. The injuries Plaintiff and the California Class members suffered greatly outweigh any  
15 potential countervailing benefit to consumers or to competition, and they are not injuries that  
16 Plaintiff and the California Class members could or should have reasonably avoided.

17 122. Nissan's acts and practices are unlawful because they violate California Civil Code  
18 §§ 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code § 2313.

19 123. As a direct and proximate result of Nissan's violations of the CLRA, Plaintiff and the  
20 California Class have suffered injury-in-fact and/or actual damage.

21 124. Plaintiff and the California Class members seek to enjoin Nissan from further  
22 unlawful, unfair, and/or fraudulent acts or practices, to obtain restitutionary disgorgement of all  
23 monies and revenues Nissan has generated as a result of such practices, and all other relief allowed  
24 under California Business & Professions Code § 17200.

25 125. **No Adequate Remedy at Law.** Plaintiff and Class Members are entitled to equitable  
26 relief as no adequate remedy at law exists.

- 1 a. **Broader statutes of limitations:** The statutes of limitations for the causes of  
2 actions pled herein vary. For instance, the statutes of limitations for UCL and  
3 unjust enrichment is longer than the CLRA. In addition, the statutes of  
4 limitations vary for certain states' laws for breach of warranty and unjust  
5 enrichment, and could even be extended to longer period of times. If equitable  
6 relief is not permitted under the UCL (and other claims i.e. unjust enrichment),  
7 some class members may be barred from recovery in the event the Court does  
8 not toll the statute of limitations. Nationwide Class members who purchased  
9 the Vehicles prior to the furthest reach-back under the statute of limitations for  
10 breach of warranty could be barred from recovery if equitable relief is not  
11 permitted for restitution/unjust enrichment.
- 12 b. **Broader Scope of Conduct:** In addition, the scope of actionable misconduct  
13 under the unfair prong of the UCL is broader than the other causes of actions.  
14 It includes, for example, Nissan's overall unfair marketing scheme to  
15 materially omit, across a multitude of media platforms for over a decade of a  
16 serious defect in the cars, and to take advantage of consumers' desire for the  
17 Class Vehicles and portrayed safety. The UCL also creates a cause of action  
18 for violations of law – such as statutory or regulatory requirements – and thus,  
19 it may provide class members with more straightforward recovery than the  
20 actions for damages. For instance, the CLRA is limited to only certain types  
21 of purchases (i.e. for personal use), while UCL and unjust enrichment provide  
22 recovery without proof of these additional elements.
- 23 c. **Injunctive Relief to Cease Misconduct and Dispel Misperception:**  
24 Injunctive relief is appropriate on behalf of Plaintiff and the Class Members  
25 because Nissan continues to sell and misrepresent Vehicles as safe, omitting  
26 material defects, and continuing to engage in the unfair, fraudulent, and  
27

1 unlawful conduct. Injunctive relief is necessary to prevent this future harm,  
2 and prevent Nissan from producing cars with similar defects.

3 d. **Procedural posture:** This is an initial pleading in this action, and discovery  
4 has not yet commenced. No class has been certified, nor expert discovery  
5 completed. Therefore, a determination of whether damages would be  
6 adequate, at this stage is premature.

7 **COUNT VI**

8 **VIOLATIONS OF THE SONG-BEVERLY ACT – BREACH OF IMPLIED WARRANTY**

9 **(Cal. Civ. Code §§ 1792, 1791.1, et seq.)**

10 **(Brought by Plaintiff on Behalf of the California Class)**

11 126. Plaintiff and the Class incorporate by reference each preceding and succeeding  
12 paragraph as though fully set forth at length herein.

13 127. Plaintiff brings this cause of action on behalf of herself and the California Class.

14 128. Plaintiff and the other Class members who purchased or leased the Class Vehicles in  
15 California are “buyers” within the meaning of California Civil Code § 1791(b).

16 129. The Class Vehicles are “consumer goods” within the meaning of California Civil  
17 Code § 1791(a).

18 130. Nissan is a “manufacturer” of the Class Vehicles within the meaning of California  
19 Civil Code § 1791(j).

20 131. Nissan impliedly warranted to Plaintiff and the other California Class members that  
21 its Class Vehicles were “merchantable” within the meaning of California Civil Code §§ 1791.1(a)  
22 & 1792, however, the Class Vehicles do not have the quality that a buyer would reasonably expect.

23 132. California Civil Code § 1791.1(a) states: “Implied warranty of merchantability” or  
24 “implied warranty that goods are merchantable” means that the consumer goods meet each of the  
25 following:

26 (1) Pass without objection in the trade under the contract description.

1 (2) Are fit for the ordinary purposes for which such goods are used.

2 (3) Are adequately contained, packaged, and labeled.

3 (4) Conform to the promises or affirmations of fact made on the container or label.

4 133. The Class Vehicles would not pass without objection in the automotive trade because  
5 the existence of the Door Lock Defect renders the Class Vehicles not fit for the purpose of providing  
6 safe and reliable transportation.

7 134. Nissan provided Plaintiff and the California Class members with an implied warranty  
8 that the Class Vehicles, and any parts thereof, are merchantable and fit for the ordinary purposes for  
9 which they were sold. The Class Vehicles, however, are not fit for their ordinary purpose because,  
10 inter alia, the Class Vehicles suffered from an inherent defect at the time of sale.

11 135. Nissan impliedly warranted that the Class Vehicles were of merchantable quality and  
12 fit for such use. This implied warranty included, inter alia, the following: (i) a warranty that the  
13 Class Vehicles were manufactured, supplied, distributed, and/or sold by Nissan were safe and  
14 reliable for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their  
15 intended use—providing safe and reliable transportation—while the Class Vehicles were being  
16 operated.

17 136. Contrary to the applicable implied warranties, the Class Vehicles were not fit for their  
18 ordinary and intended purpose. Instead, the Class Vehicles are defective, including, but not limited  
19 to, the Door Lock Defect.

20 137. As a direct and proximate result of Nissan’s breach of the implied warranty of  
21 merchantability, Plaintiff and the California Class members received goods whose defective  
22 condition substantially impairs their value to Plaintiff and the California Class members. Plaintiff  
23 and the California Class members have been damaged as result of overpayment for the Class  
24 Vehicles, cost necessary for repairs of the Class Vehicles, and/or the Class Vehicles’  
25 malfunctioning.

26 138. Pursuant to California Civil Code §§ 1791.1(d) and 1794, Plaintiff and the other  
27  
28

1 California Class members are entitled to damages and other legal and equitable relief including, at  
2 their election, the purchase price of their Class Vehicles, or the overpayment or diminution in value  
3 of their Class Vehicles.

4 139. Pursuant to Cal. Civ. Code § 1794, Plaintiff and the other California Class members  
5 are entitled to costs and attorneys' fees.

6 140. Nissan's actions, as complained of herein, breached the implied warranty that the  
7 Class Vehicles were of merchantable quality and fit for such use in violation of California Civil  
8 Code §§ 1792 and 1791.1.

### 9 VIII. PRAYER FOR RELIEF

10 WHEREFORE, Plaintiff, on behalf of herself and the members of the Class, respectfully  
11 request that this Court:

- 12 a. determine that the claims alleged herein may be maintained as a class action under  
13 Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the  
14 Class as defined above;
  - 15 b. appoint Plaintiff as the representatives of the Class and their counsel as Class  
16 counsel;
  - 17 c. award all actual, general, special, incidental, statutory, punitive, and consequential  
18 damages, and/or restitution to which Plaintiff and members of the Class are entitled;
  - 19 d. award pre-judgment and post-judgment interest on any monetary relief;
  - 20 e. grant appropriate injunctive and/or declaratory relief, including, without limitation,  
21 an order that requires Nissan to repair, recall, and/or replace the Class vehicles and  
22 to extend the applicable warranties to a reasonable period of time, or, at a minimum,  
23 to provide Plaintiff and Class members with appropriate curative notice regarding  
24 the existence and cause of the Door Lock Defect.
  - 25 f. award reasonable attorneys' fees and costs; and
  - 26 g. grant such further relief that this Court deems appropriate.
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**JURY TRIAL DEMANDED**

Plaintiff demands a trial by jury on all claims so triable.

Dated: March 24, 2025

**CLARKSON LAW FIRM, P.C.**

*/s/ Yana Hart* \_\_\_\_\_  
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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Nissan Door Lock Actuator Lawsuit Filed Over Alleged Defect Plaguing Altima, Rogue, Sentra Models](#)

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