

ATTORNEY GENERAL OF THE STATE OF NEW YORK
BUREAU OF CONSUMER FRAUDS AND PROTECTION

In the Matter of

Investigation by LETITIA JAMES,
Attorney General of the State of New York,
of

Assurance No. 25-071

NISSAN MOTOR ACCEPTANCE
COMPANY LLC

Respondents.

ASSURANCE OF DISCONTINUANCE
PURSUANT TO EXECUTIVE LAW § 63(15)

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation into unlawful and deceptive charges for the purchase of leased vehicles by various car dealerships financed by Nissan Motor Acceptance Company LLC (“NMAC”) pursuant to Executive Law § 63(12) (collectively, the “Parties”). This Assurance of Discontinuance (“Assurance”) references the findings of the OAG’s investigation and the relief agreed thereto by the OAG and NMAC, whether acting through their respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries.

OAG’s FINDINGS

Background

1. Nissan North America, Inc. (“NNA”) is the primary U.S. subsidiary of Nissan Motor Co., Ltd., an automobile manufacturer with its principal place of business in Yokohama, Japan. Nissan Motor Acceptance Company LLC is the successor by corporate conversion to Nissan Motor Acceptance Corporation (both referred to as “NMAC”) and serves as a captive

finance company to support NNA vehicle sales activity. Nissan Infiniti LT LLC (“NILT”), is a subsidiary of NMAC that facilitates NMAC’s leasing activities. NNA, NMAC, and NILT share a principal place of business at One Nissan Way, Franklin, TN 37067, U.S.A.

2. In common with many other automobile manufacturers, NNA sells and leases its vehicles in New York through a network of licensed dealerships.

3. NMAC requires that licensed dealerships that seek to obtain financing from it for their retail and leasing business sign a separate agreement with NMAC (the “Retailer Agreement”) that specifies precisely how a licensed dealership must warrant its business operations and prepare its contracts in order to obtain financing for such contracts from NMAC.

4. In order to enter a financed lease agreement, a consumer wishing to lease their vehicle from a Nissan franchised dealership that intends to obtain the financing for such from NMAC first executes a lease agreement with the dealer using a form agreement provided by NMAC itself (“the SignatureLease”). Next, if NMAC agrees to finance the lease, the dealer assigns its lessor interest in the lease, and, by extension, the ultimate title to the vehicle, to NMAC; the consumer then makes its lease payments to NMAC until the lease term concludes.

5. During the time period covered by this investigation, when the lease term expired, the SignatureLease obliged lessees to choose one of three options. First, they could return the vehicle to the dealership, and terminate their lease obligation upon paying any outstanding charges, excess wear and use and mileage, and a \$300 “disposition fee” to NMAC. In this situation, NMAC would continue to own the vehicle, and usually sold it to the dealership that has grounded the vehicle, or offers it at auction. Second, consumers could, upon turning in their lease vehicle at a dealership (“the grounding dealership”), agree to lease or buy a subsequent vehicle from the grounding dealership, under a new contract with that dealership, which may be financed

by NMAC or another finance company, credit union or bank, which may involve a short extension of their existing lease.

6. Third, the SignatureLease gave consumers the option to purchase the vehicle outright, an option that could be invoked either at the end of the lease term or beforehand; if executed before the last lease payment is made, the lease required consumers to pay the adjusted lease balance as well as the lease purchase option price and other specific charges denoted in the lease. OAG's investigation focused on this third option, conventionally called a "lease buyout" or "LBO" in industry parlance.

7. Because any vehicle leased through NMAC was owned by NMAC, it was not necessary for consumers who leased their vehicles from one dealer to purchase them through that same dealer (although many consumers did so). Instead, the Retailer Agreement obligated any signatory to that Agreement to process exercises of the purchase option for any Nissan vehicle lessee who asked, regardless of whether the dealer originated the lease.

The SignatureLease Makes Specific Representations About the Price of a Purchased Leased Vehicle

8. As relevant here, the SignatureLease contains two passages giving customers the right to purchase their leased vehicle.

9. The first passage, in section 6 of the SignatureLease, reads in relevant part "Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the lease term for \$[the residual value of the vehicle, discussed below], and a Purchase Option Fee of \$300. See Section 15."

10. The second passage, in section 15 of the SignatureLease, reads as follows (emphasis and size differences in original):

You have the option to purchase this Vehicle "AS IS" from the

originating dealer, or other location we specify, in cash for the Purchase Option Price, *plus* any official fees and taxes, vehicle inspection costs required in connection with the purchase, and a Purchase Option Fee of **\$300**, which fees, taxes and costs are not included in the Purchase Option Price agreed to in Section 6. If you purchase the Vehicle at the end of the lease term, the Purchase Option Price will be the Residual Value shown in Section 5.d). If you purchase the Vehicle before the end of the lease term, the Purchase Option Price will be the Adjusted Lease Balance disclosed in Section 14). In either case, you must also pay other amounts due under this Lease at the time of purchase.

The COVID-19 Pandemic Results in Higher Prices for Used Cars and Creates Incentives for Dealerships to Defraud Consumers

11. As a result of shortages in semiconductor chips and shutdowns in new car production during the COVID-19 pandemic, demand for used cars spiked and supplies of used cars plummeted.

12. This led many more consumers to purchase their leased vehicles than previously, for two reasons. First, it was more economical for them to do so: the purchase price of the vehicle, set at origination, prior to the pandemic's effect on the market, was now below the market value of the car in the high-demand low-supply used car market. Second, many of them had no alternative: once their lease term was up, there would be fewer available vehicles to buy or lease, and even if there were, the pandemic-inflated value of vehicles could make a new lease or retail transaction more expensive.

13. At the same time as consumers were incentivized to purchase their leased vehicles, dealerships faced the opposite incentives. Every lease term that ended without a purchase meant another used car became available for resale by that dealership, now at sharply elevated prices. Conversely, every lease term that ended with selling the car to the lessee at its pre-pandemic price was a lost opportunity for that dealer to take advantage of higher market prices.

14. Certain New York Nissan-licensed dealerships (“the Investigated Dealerships”) responded to these incentives by engaging in what OAG concluded were various forms of fraud.¹

15. **First**, OAG received numerous complaints that Investigated Dealerships simply refused to process LBOs, despite being contractually obliged to do so and holding themselves out as able to process such LBOs, in the hopes of running out the clock such that the lease term would lapse, and the car would revert to the leasing dealership. This refusal belied NMAC’s representations to consumers that they could secure an LBO at *any* dealership.

16. **Second**, the Investigated Dealerships agreed to process an LBO only if the customer consented to large additional “documentation fees” or fees for nonexistent after-sale products, often in the thousands of dollars, backed by the threat of the lease term lapsing (along with title to the car) if the lessee did not agree to these illegal fees.

17. One particularly common dealership practice used to disguise illegal overcharges was bundling different and closely related after-sale products into a single line item along with an overcharge, submerging an illegal overcharge within a single price. Thus, for example, a dealership might propose to sell a legitimate warranty for \$1,000 and a bona fide repair for \$500, then insert an additional \$500 overcharge and bill the collection as “Aftersales: \$2,000”. Even when the entire bundle contained valid after-sale products, such “bundling” of after-sale products on a bill of sale was a deceptive business practice under New York law.

18. **Third**, in some deals, dealerships refused to honor the SignatureLease price altogether, instead pricing the car at the dealer’s (inflated) estimate of the current market value of the car. In some instances, the dealership hid these inflated costs in the purchase invoice or by surreptitiously increasing the price of after-sale products like extended warranties.

¹ The conclusions that follow are solely OAG’s; NMAC has not admitted to the OAG’s Findings.

19. This form of deception was facilitated by the universal dealership practice, which does not appear to have been consistently monitored by NMAC, of not separately itemizing the \$300 lease buyout fee on the final bill of sale, instead rolling it into the total vehicle price. Disconnecting the figure on the bill of sale from the NMAC printout made it easier for dealerships to mislead consumers into paying more for their car than in fact they owed.

20. *Fourth*, some dealers manipulated the Nissan Certified Pre-Owned (“CPO”) program to impose additional unlawful fees. The CPO program allowed the owner or lessee of a used car to have the car inspected by a licensed dealership; if the vehicle passed inspection (or, if faults were detected, had those faults remedied), Nissan would “Certify” the vehicle and provide it with an extended warranty. Nissan sold this CPO service by imposing a \$399 charge on dealers per car certified. Because (in Nissan’s own words) “federal law prohibits upselling a warranty,” dealers would ordinarily recover this \$399 charge by increasing the base price of the vehicle by that amount in each ordinary used car sale.

21. This option was not available to dealers processing LBOs, however, because the SignatureLease represented that the base price would be no more and no less than the amounts set by section 15 of the agreement. For LBO CPOs, the dealer would simply be obliged to pay \$399 out of its own funds to certify the vehicle. Recognizing that this created problematic dealership incentives, at certain times NMAC would offer dealers a program called “Dealer Cash” that would functionally cover the cost of such CPO certifications for some—but not all—LBOs.

22. Many Investigated Dealerships responded to these incentives by charging consumers \$399 for the CPO inspection and extended warranty despite NMAC’s instructions not to.

23. Some Investigated Dealerships went well beyond even these charges and imposed “CPO Certification” charges of \$2,500 or more by misclassifying the CPO inspections as “repairs.” Most were nothing of the sort: one consumer reported the “repair” consisting of the dealer hosing the car down. Another customer was charged \$2,563 for electrical tape (total cost, according to the Investigated Dealership’s own internal systems: 8 cents).

24. Still other customers were charged as much as \$3,200 for repairs necessary to implement with safety recall, which a federal law, 49 U.S.C. § 30120, requires be provided to consumers for free. Tellingly, the dealerships did not document these “repairs” in an itemized invoice despite a state statute, Vehicle and Traffic Law § 398-d(1), requiring it do so.

25. Between January 1, 2020 to August 31, 2022, the Investigated Dealerships processed nearly 10,000 LBOs. OAG examined the documentation for each of these LBOs and determined that more than 3,000 deals were subject to the overcharges discussed above. Altogether, the Investigated Dealerships fraudulently extracted more than \$4 million from their victims.

NMAC Learns of and Profits from the Dealers’ Overcharges, But Waits Nearly a Year to Take Effective Action

26. Although NMAC’s Retailer Agreement expressly forbids dealers from overcharging consumers for LBOs and requires retailers to acknowledge and agree that they will not charge consumers “any fees in connection with the gross payoff other than what is disclosed in the Lease or required by state law,” the inclusion of this provision does not immunize NMAC for failing to ensure that its dealers did not overcharge consumers for LBOs in violation of the law.

27. This is particularly so given NMAC’s efforts to equip itself with the tools to both oversee and penalize dealerships that overcharged consumers. For example, the Retailer

Agreement expressly authorizes NMAC to penalize any dealership that overcharges consumers as well as employ measures to monitor any aspect of the dealer's operations necessary to ensure the dealer was complying with this obligation.

28. Under sections 6 and 7 of the Retail Lease Agreement:

in the event any duty owed . . .to NMAC [i.e. Nissan] by Retailer . . . or to the Customer by Retailer in connection with a Contract is breached or [a statement made by the dealership to NMAC is] untrue, NMAC shall have the following rights and remedies, any or all of which may be elected or exercised by NMAC without any prior required notice, action, or opportunity to cure: NMAC may suspend or terminate, without any prior written notice or opportunity to cure, any or all of its business activities with Retailer, including, without limitation, purchase by NMAC from Retailer of Contracts, all without relieving Retailer of its obligations to honor any of its other contractual commitments to NMAC or NMAC Customers pursuant to this Agreement or any other agreement; and NMAC may exercise offset rights in order to secure Retailer's performance of obligations under this Agreement or any other agreement with NMAC; and NMAC may apply such funds and credits to the payment or reduction of any amount which Retailer may owe NMAC pursuant to Retailer's breach of any representations or warranties in this Agreement.

29. Although this language authorized NMAC to act upon a violation by the dealership, including suspending or terminating the dealership outright, NMAC did not use these tools for many months after the problems arose.

30. OAG's investigation indicates that systemic overcharges began in the Investigated Dealerships as early as August 2020 and reached their peak by mid-2021. Although NMAC began to offer direct LBOs to those consumers who thought to complain to it and issued bulletins to dealerships reiterating the rules applicable to LBOs, these bulletins were not effective in restraining overcharges.

31. For example, although NMAC issued notices to dealerships in October and November 2021 prohibiting overcharging, LBO processing data from Investigated Dealerships

indicates these notices had no apparent impact on dealer overcharge behavior, at least at those dealerships. Although Investigated Dealership overcharges did begin to decline from February 2022, the date of another notice, this decrease followed, and is more likely attributable to, the release of Channel 7 New York On Your Side's investigation into the overcharging practices of various dealerships following OAG's commencement of its investigation into certain of the Investigated Dealerships.

32. And even NMAC's October 2021 notices came late in the day. The evidence suggests NMAC was aware of fraud underway at the Investigated Dealerships almost as soon as it began. From as early as April 1, 2021, NMAC received a steady stream of consumer complaints complaining, accurately, about rampant LBO overcharging. NMAC's internal complaint database recorded over 1,000 overcharge complaints made to it against more than 60 separate New York Nissan dealerships.

33. And even if the complaints could be dismissed as one-offs, data was available to NMAC that would, or should, have revealed a systemic problem. Although NMAC does not appear to have required dealers to report the entire amount charged in an LBO inclusive of documentation or add-on fees, that amount was reported when consumers used NMAC financing to complete the LBO. Although NMAC financing was used for only a small fraction of the LBOs, with the remainder diffused between a wide variety of other financing options, those LBOs that were financed bore evidence of overcharges.

34. Indeed, on October 28, 2021, a Financial Services Manager at NMAC, wrote an email, apparently to all New York dealerships, identifying "some recent instances where the payoff quote amount is different from the value stated in [DealerTrack] during the grounding/purchase process," showing that NMAC had these facts at its fingertips.

The Overcharging Dealerships' Conduct Violated Applicable Statutes and Regulations, and NMAC Shares in the Dealerships' Liability

35. The Investigated Dealers' conduct violated federal and state law.

36. Regulation M, issued by the Consumer Financial Protection Bureau, made applicable to motor vehicle leases by New York State law, which requires that a lease include "statement of whether or not the lessee has the option to purchase the leased property, and . . . the purchase price . . . or the method for determining the price and when the lessee may exercise this option," (12 CFR § 213.4[i][1]-[2]); 15 U.S.C. § 1667a[5] [portion of the Consumer Leasing Act of 1976 underlying this regulation, requiring disclosure of "whether or not the lessee has the option to purchase the leased property and at what price and time"]; Personal Property Law § 337[5][a] [New York State Motor Vehicle Retail Leasing Act ("MVRLA") obliging retail lease agreements contain "[a]ll items required to be disclosed by the act of Congress entitled 'Consumer Leasing Act of 1976' and the regulations thereunder"]]).

37. By repeatedly charging lease purchase consumers more than the price guaranteed by the SignatureLease, the Investigated Dealerships violated Regulation M and the MVRLA.

38. The Investigated Dealerships also engaged in fraudulent and illegal conduct in violation of Executive Law § 63(12), by misrepresenting the price at which consumers could purchase their leased vehicle at the end of the lease term, failing to honor the purchase price stated in the lease and concealing fees or fabricating fees, and in some cases illegally charging for recall repairs and fraudulently representing pure overcharges as repair fees. Such practices violated Section 350 of the General Business Law which prohibits false advertising, General Business Law Section 349 which prohibits deceptive business practices, Vehicle and Traffic Law § 398-d(1), which prohibits deceptive practices specifically in the context of automotive sales, and 15 N.Y.C.R.R. § 78.13(a) which requires dealers to provide accurate receipts.

39. By not more effectively monitoring the acts of these dealerships, and by indirectly or directly benefiting from the frauds in the cases of overcharged leases that NMAC financed, NMAC created an atmosphere conducive to fraud, in violation of Executive Law § 63(12).

AGREEMENT

40. WHEREAS, NMAC neither admits nor denies the OAG's Findings, paragraphs 1-39 above, but has agreed to this Assurance in the interest of addressing the concerns of the OAG, and in the interest of ensuring its affected customers in New York are fully rectified by the dealers' referenced conduct, in settlement of the violations described therefor and to avoid the time, expense, and distraction of litigation;

41. WHEREAS, the OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest, such that the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), based on the conduct described above;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

RELIEF

General Injunction

42. NMAC shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to General Business Law § 349, General Business Law § 350, Personal Property Law § 337, Executive Law § 63(12), 12 CFR § 213.4, and 15 U.S.C. § 1667 et seq.

Overcharge Audits

43. For all LBOs processed between January 1, 2020 and March 1, 2022 by New York dealerships other than the Investigated Dealerships, as well as all LBOs processed directly

by NMAC for New York consumers, NMAC shall identify all consumers subject to an Unlawful Overcharge, and ensure all such consumers are directly refunded by New York dealerships or by NMAC. For purposes of this paragraph:

- a. An Unlawful Overcharge for a given LBO is the sum of that LBO's Unlawful Pre-Financing Overcharge and Unlawful Financing Overcharge, if any.
- b. An "Unlawful Pre-Financing Overcharge" is any amount the consumer was obligated by the dealership or by NMAC to pay in the course of the LBO (including in the form of charges for repairs, after-sale products, or CPO certifications) in excess of the Total Allowed Charge, before financing.
- c. The "Total Allowed Charge" is the sum of the Purchase Option Price as determined by application of the SignatureLease's terms at the time the LBO was made, \$300, sales tax, charges for legitimate after-sale or repair products (exclusive of any CPO fee charged, whether under that name or another), the so-called "optional dealer fee," currently \$150, that New York State permits dealers to charge to facilitate title transfer paperwork, and the appropriate State DMV title and inspection fees.
- d. A "Financing Overcharge" is any amount a consumer subject to an Unlawful Pre-Financing Overcharge was obligated to pay NMAC in fees, principal, or interest for financing an LBO that the consumer would not have paid had the consumer not been subject to an Unlawful Pre-Financing Overcharge.
- e. Direct refunds shall take the form of a check made out to the name of the consumer who purchased the vehicle and sent to the last known address of the consumer and be accompanied by the letter set out in Exhibit 1.

- f. All sums paid to the consumer should, after they are determined in nominal dollars as of the date of the LBO being processed, be increased to account for inflation using the Bureau of Labor Statistics' CPI calculator for the New York-Newark-Jersey City area.

44. For all LBOs processed by Investigated Dealerships between January 1, 2020, and March 1, 2022, NMAC shall identify any consumers subject to Financing Overcharges imposed by NMAC in the course of financing such LBOs (as defined above), and directly refund all such overcharged consumers.

45. NMAC shall provide OAG with documents sufficient to determine all refunds made to New Yorkers, including refunds made following NMAC's prior audit, as well as documents sufficient to permit OAG to determine that all consumers subject to an Unlawful Overcharge were in fact refunded.

Changes to Nissan-Dealership Lease Buyout Agreements and Practices

46. Within 365 days of the Effective Date of this Assurance, NMAC must establish policies and procedures to either terminate the dealership role in processing LBOs or, if the dealership role is retained, put into place measures sufficient to ensure that, at all Nissan dealerships in the State honor the contractual terms of LBOs, such as:

- a. Requiring dealership reporting of final (post-after-sale product) price of LBOs for both NMAC-financed and non-NMAC-financed LBOs;
- b. Automated systems that add the buyout price to the correct amount of government charges and flag any final LBO price that exceeds that amount if technologically practicable, and preventing completion of an LBO (i.e. preventing the transfer of title to the dealership) if an overcharge is attempted;

- c. ;Means of determining whether any after-sale, financing, or repair products are legitimate or disguised overcharge fees and flagging the latter, or eliminating the ability for dealers to add such charges, as part of an LBO financed by NMAC;
- d. Auditing and preventing any off-book overcharges, including but not limited to dealer documentation fees for new financing that are overcharges in disguise, fraudulent repair charges (either in the guise of repair-linked CPO fees or other repair costs not documented as required by New York State law);
- e. Revising Nissan dealership documentation to clearly and conspicuously set out rules regarding LBO charges, in particular that LBO consumers must not be charged for certified-pre-owned certifications (other than necessary repairs) or, in the alternative, prohibiting the ability for LBOs to be eligible for CPO;

47. Within 365 days of the Effective Date of this Assurance, NMAC must establish effective measures to monitor whether New York Nissan dealerships properly and accurately itemize LBO fees as well as each after-sale product and additional government fee/tax on the final bill of sale for an LBO.

48. Within 180 days of the Effective Date of this Assurance, NMAC must revise all consumer-facing paperwork it provides either to dealerships or consumers regarding lease buyouts to clarify that all financing methods for an LBO share the same strictures against charging for a CPO or imposing documentation or additional fees.

49. Within 180 days of the Effective Date of this Assurance, NMAC must revise Section 15 of the SignatureLease (for leases going forward) to make plain that:

- a. The proviso that an LBO be paid for “in cash” does not permit charging more than the Total Allowed Charge if the consumer applies for dealer-provided financing (or indeed provides their own financing);
- b. LBOs are capped at the Total Allowed Charge no matter whether the LBO is processed by NMAC, the lease-originating dealership, or a different dealership; and,
- c. That NMAC and/or the dealership will not charge any CPO fees as part of an LBO.

50. Prior to the implementation of the measures required in the above paragraphs 46 through 49, NMAC must submit the measures to OAG for review, and OAG shall convey any comments or concerns prior to their implementation. NMAC agrees to notify the AG when it has completed the revisions in paragraphs 46-49.

MISCELLANEOUS

Subsequent Proceedings

51. NMAC expressly agrees and acknowledges that a default in the timely performance of any obligation under paragraphs 42-50 is a violation of the Assurance, and that the OAG thereafter may commence a civil action or proceeding and evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described in paragraph 39, pursuant to Executive Law § 63(15).

52. In any subsequent investigation, civil action, or proceeding by the OAG to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 61, NMAC expressly agrees and acknowledges:

- a. that any statute of limitations or other time-related defenses are tolled from the Effective Date of this Assurance until a) NMAC certifies in writing to the OAG that it has completed the Overcharge Audit for paragraphs 43-45, and b) has implemented the measures in paragraphs 47-49 for those paragraphs, under paragraphs 46 and 50, respectively;
- b. that the OAG may use statements, documents or other materials produced or provided by NMAC prior to or after the Effective Date of this Assurance;
- c. that any civil action or proceeding must be adjudicated by the courts of the State of New York, and that NMAC irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue.

53. If a court of competent jurisdiction determines that the NMAC has violated this Assurance, NMAC shall pay to OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation attorneys' and other legal fees, expert fees, other expenses, and court costs.

54. To the extent not already provided under this Assurance, NMAC shall, upon request by OAG, provide all documentation and information reasonably necessary for OAG to verify compliance with this Assurance and to effectuate the terms of this Assurance.

Effects of Assurance

55. Acceptance or approval of this Assurance by OAG, or of any of the measures that must be approved pursuant to this Assurance, is not an approval or endorsement by OAG of any of NMAC's practices or procedures, and NMAC shall make no representation to the contrary.

56. All terms and conditions of this Assurance shall continue in full force and effect and inure to the benefit of the parties to this Assurance and their successors, assignees, or

transferees. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of OAG.

57. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

58. Any failure by the Attorney General to insist upon the strict performance by NMAC of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the Attorney General, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by NMAC.

Communications

59. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 25-071, and shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery; express courier; or electronic mail at an address designated in writing by the recipient, and shall be addressed as follows:

1. If to NMAC, to:

General Counsel
Nissan Motor Acceptance Company LLC
One Nissan Way
Franklin, TN 37067

If to the OAG, to:

New York State Office of the Attorney General
Bureau of Consumer Frauds and Protection
Attn: Alec Webley, Assistant Attorney General
28 Liberty Street
New York, NY 10005
Telephone: 212-416-8133

Email address: alec.webley@ag.ny.gov

or in that person's absence, to the person holding the title of Bureau Chief, Consumer Frauds and Protection Bureau at the same mailing address.

60. Within 30 days of a change in the address of OAG or NMAC, the party whose address has changed shall provide the other with written notice of the change.

Representations and Warranties

61. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to OAG by NMAC and its counsel and OAG's own factual investigation as set forth in its Findings, paragraphs 1-39 above. NMAC represents and warrants that neither it nor its counsel have made any material representations to OAG that are inaccurate or misleading. If any material representations by NMAC or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.

62. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by NMAC in agreeing to this Assurance.

63. NMAC represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. NMAC shall not take any action or make any statement denying, directly or indirectly, the propriety of this Assurance. Nothing in this paragraph affects NMAC's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party.

General Principles

64. Nothing in this Agreement shall relieve NMAC of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

65. Nothing contained herein shall be construed to limit the remedies available to the OAG if NMAC violates the Assurance after its effective date.

66. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

67. If any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

68. NMAC acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

69. The obligations under Assurance may be amended by mutual agreement of the OAG and NMAC.

70. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.


71. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

72. This Assurance may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.


73. The Effective Date of this Assurance shall be the date upon which it has been fully executed by all the signatories hereto.

IN WITNESS WHEREOF, this Assurance is executed by the parties hereto on the dates set forth below:

LETITIA JAMES
Attorney General of the State of New York
28 Liberty Street
New York, NY 10005

By: 


Jane M. Azia
Bureau Chief

By:  Digitally signed by
Alec Webley
Date: 2026.01.01
16:06:05 -05'00'

Alec Webley
Assistant Attorney General

Date: January 1, 2026

NISSAN MOTOR ACCEPTANCE COMPANY LLC
One Nissan Way
Franklin, TN 37067, U.S.A.

DocuSigned by:


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Andre Medeiros
Vice President, Operations