



U.S. Department
of Transportation
National Highway
Traffic Safety
Administration

DOT Auto Safety Hotline
Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

FOR AGENCY USE ONLY 100070

Date Received

Repository ☐

03-SEP-2004

2005 MAY -6 AM 6:50
Reference No.
10090387

OWNER INFORMATION (Type or Print)

Name

Address

City

LEWISTOWN

State PA

Zip Code

Daytime Telephone Number

E-mail Address

Evening Telephone Number

Do you authorize NHTSA to provide a copy of this report to the manufacturer of your vehicle? ☒ YES ☐ NO
In the absence of an _____ do your name or address to the vehicle manufacturer.
Signature of Owner _____ Date 9/17/04

VEHICLE INFORMATION

17 digit Vehicle Identification Number Located at bottom of windshield on driver's side
JS3TX82Y224

Make
SUZUKI

Model
GRAND VITARA

Model Year
2002

Date Purchased
7-02

Dealer's Name and Telephone Number
FIVE STAR SUZUKI - STEVE GOLDSTEIN

Engine:
No. Cylinders 6

Fuel Type:
Gas

Original Owner
☒

Dealer's City
STATE COLLEGE

State
PA

Zip Code
16801

Transmission Type
AUTOMATIC

☒ Antilock Brakes
☒ Cruise Control

Powertrain
4 WHEEL DRIVE

Vehicle Component Code
183000 VEHICLE SPEED CONTROL CABLES

Multiple Failures: 4

FAILED COMPONENT(S)/PART(S) INFORMATION

Incident Date(s)
03-SEP-2004

Failure Mileage

Failure Speed

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/85R15)

DOT No. (Example: DOTM189ABC038)

☐ Original Equipment
☐ Prior Repair

Failure Location:

Tire Component Code

Tire Failure Type

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Make:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), failure(s), crash(es), and injury(ies).)

Crash

☐ Yes ☒ No

Fire

☐ Yes ☒ No

Number of Persons Injured

Number of Deaths

Reported to Police

N

Narrative Description of Incident(s), Crash(es), and Injury(ies).

Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; i.e. parts repaired or replaced (and if old part is available).

INTERMITTENTLY VEHICLE BEGAN TO RAPIDLY ACCELERATE WHEN ENGAGED FROM NEUTRAL TO DRIVE. DEALERSHIP INSPECTED VEHICLE FOUR TIMES, AND REPLACED THE CABLE ACCELERATOR. *AK

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

This Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a manufacturer should take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

① My husband and I were at the grocery store on February 20, 2003. When done with our shopping we loaded our XL7 with our groceries and went to start the vehicle. When my husband placed the vehicle into drive the vehicle red lined and went flying into the parking space in front of ours. If there would have been another vehicle or person in front of us we would have hit them. My husband was pressing the brake to the floor of the vehicle, but the vehicle was still red lining and the engine was racing. My husband then put the car into neutral and nothing changed the car still was red lining, engine racing and my husband still trying to hold the car back with pressing the brake to the floor. My husband then put the vehicle into park and everything stayed the same. He then turned the ignition off and we could not believe the vehicle was performing in this matter. We waited a few minutes then started the vehicle again and placed it into drive and everything was fine. My husband and I discussed our concerns and thought that it just might have been a fluke, but if it would happen again that we would take it back to the dealer at once.

Then on May 25, 2003, my husband and daughter went to pick up my daughter's friend at her home. They pulled beside the house and shut to the vehicle off. My daughter's friend came out and they all got into the vehicle and started it up and put the vehicle into drive and exactly the same thing happened that happened in February. Only this time after shutting the engine off and restarting the vehicle it happened again when placing it into drive. They waited a few minutes and tried a third time and the vehicle performed as it should. This frightened everyone in the vehicle.

REFERENCE # 10090387

VIN # JS3TX92V224

April 22, 2004

I am informing Five Star Suzuki that they were in violation of my vehicle's warranty.

On March 28, 2004, my vehicle when engaging the shifter into drive made the engine red line. My husband was pressing the brake to the floor and he placed the shifter into neutral and still the engine red lined. Placing the shifter into park the engine still red lined. Turning the ignition off was the only way to stop the vehicle.

On March 29, 2004, at 9:30 a.m., I called Steve Goldstein at Five Star Suzuki. He had not yet arrived at the dealership, so I left my name and number and ask for him to please return my call. They assured me that he should be there in around 20 minutes.

At 11:00 a.m., March 29, 2004, I called Five Star Suzuki and ask for Steve Goldstein. They informed my that he was on the other line, so I ask to speak to Steve Boyles, Parts and Service Manager. They connected me to Steve Boyles and I said who I was and explained the problems that I was having with my vehicle (which Steve Boyles was well aware of from previous attempts of fixing). I ask to make an appointment to have my vehicle repaired. Steve Boyles informed my that "He could not make an appointment for me. He had to talk to his regional office." I once again asked, "So you are telling me I cannot make an appointment to have my vehicle repaired?" He needed to call the Regional office before he could make any arrangements in having my vehicle repaired. That is a violation of my warranty with Suzuki. I am under a full car warranty and I am not entitled to make an appointment to have my vehicle repaired ?

At approximately 2:00 p.m., March 29, 2004, Steve Goldstein returned my call. I informed him that I had spoken to Steve Boyles and that I could not make an appointment to have my vehicle repaired. He placed me on hold and Steve Boyles was now whom I was speaking with. Steve Boyles stated "I could bring the vehicle over to their dealership, but all they are willing to do is hook my vehicle up to the computer and check the history. Also, Steve Boyles stated "I would not be given a loaner or rental vehicle." I explained to Steve Boyles that I needed to contact my attorney and I would call him back. Previously when I had taken my vehicle to Five Star Suzuki for the same problem, they told me that the only way this problem would show up on the computer was that if it had just happened and the vehicle was not shut off. So more or less,

Steve Boyles was telling me that he was not going to do anything to my vehicle.

At 4:45 p.m., March 30, 2004, I called Steve Boyles and said "I would like to make an appointment to have my vehicle repaired." Steve Boyles said all he had open was April 7, 8, or 9, 2004. He also said "he would need my vehicle for the day." I did not understand why, because he previously told me all they were willing to do was hook it up to the computer. I live 29 miles from the dealership, so I again ask if I was going to be given a rental or loaner. He informed me he was not allowed to give me either. However, in the past I was given both a loaner and rental whenever my vehicle was serviced. I also explained to Steve Boyles that the bottom of the engine was soaked with oil again. I told Steve Boyles that I would have to check my husband's schedule and make arrangements for transportation for myself to get to and from work and call him tomorrow.

March 31, 2004, at 11:25 a.m., I called Steve Boyles to make an appointment for April 7, 2004, to have my vehicle repaired. Steve Boyles told me to bring my vehicle over April 6, 2004, in the evening to drop off. I ask for an itemized list of everything done to my vehicle. I told Steve Boyles that I was taking a reading of my odometer, and that I did not mind a mile or two, but in no way 1,500 miles like before. I ask Steve Boyles if he could guarantee my vehicle would be repaired by the end of the day of April 7, 2004. He could not, but reminded me I was not receiving a rental or loaner car.

On April 6, 2004, my husband and I took the vehicle to Five Star Suzuki. We left our vehicle and inside the dealership, in the service department we left the key and a note of what needed to be repaired and the problems we were having with the vehicle.

On April 7, 2004, at 2:40 p.m., I called Steve Boyles to ask if my vehicle was finished. He said it would not be until April 8, 2004, and I was not entitled to a loaner or rental. I informed him he was violating my warranty. My vehicle was rendered unsafe and need of a warranty repair and was required to stay overnight to complete and was within the 36 month/36,000 mile new vehicle warranty period.

On April 8, 2004, 6:00 p.m., we went over to Five Star Suzuki to pick up our vehicle. On the way home my husband was following me in his truck, pulled beside me to tell me to pull over. He showed me that I was burning oil so we went back to the dealership. When arriving at the dealership Steve Goldstein tried to tell us that it would burn off in a day or two. My husband ask to speak to a mechanic. Steve, my husband, and myself went to talk to the mechanic Jon. My husband ask why the car was smoking. Jon, the mechanic, explained the cleaner they used to clean the front seal that was leaking got down into the oil pan and was burning itself off. He also said that he had adjusted the timing belt and this could have been part of the problem. My

husband ask if he was the one who worked on the red lining problem and Jon said, "yes he was." My husband ask what he could tell him about it. Jon said he had "only ever seen this happen on one other vehicle before." My husband said "you're telling me this has happened before?" Jon said "not on your vehicle, another vehicle." My husband looked at Steve Goldstein and said, "your regional rep said to all of us in the June 2003 meeting this has never happen before on any of our vehicles."

In closing, I truly wish that Suzuki could look upon this problem for what it is. This is a major safety issue which could bring serious injury; although you treat it as if it were a leaky sunroof.

Sincerely,

A simple, handwritten signature consisting of a single, continuous, curved line.



SUZUKI

AMERICAN SUZUKI MOTOR CORPORATION
P.O. Box 1100
Brea, California 92622-1100

Another copy

IMPORTANT SAFETY RECALL NOTICE

Dear Suzuki Owner:

This notice is being sent to you in accordance with the requirements of the National Traffic and Motor Vehicle Safety Act.

Suzuki Motor Corporation has decided that a defect which relates to motor vehicle safety exists in all 1999 through 2003 Suzuki Grand Vitara and Grand Vitara XL-7 and certain 2004 Grand Vitara and Grand Vitara XL-7 sport utility vehicles. According to our records, you own one of the vehicles affected by this recall.

The accelerator cable casing cap that is attached to the vehicle firewall can crack due to extended exposure to forces from the accelerator cable and insufficient long-term durability of the plastic casing cap. If the casing cap becomes cracked, movement of the inner accelerator cable through the cap can cause the inner accelerator cable to become frayed. If the inner accelerator cable becomes frayed, it can stick during vehicle operation. In the case where the accelerator cable sticks, the driver could have difficulty controlling vehicle speed, which could result in a crash.

 Your Suzuki dealer will replace the accelerator cable, which includes the plastic casing cap, on your vehicle. This service will be performed at no cost to you for parts and labor.

Please contact your Suzuki dealer to schedule an appointment for this Important Safety Recall. Recall instructions and parts have already been sent to your dealer and the recall can be completed in about 30 minutes if you have an appointment. Additional time may be required to schedule and process your vehicle. If your dealer has a large number of vehicles awaiting service, this additional time may be significant. If you no longer own this vehicle, please complete the enclosed postage paid reply card and return it to us.

If your dealer does not complete the recall process without charge and within a reasonable period of time, we recommend that you contact the American Suzuki Customer Relations Department at (800) 934-0934. If you are still not satisfied that American Suzuki and your dealer have done their best to complete the recall process, you may wish to write the Administrator, National Highway Traffic Safety Administration, 400 Seventh Street, SW., Washington, DC 20590 or call the toll-free Auto Safety Hotline at (888) 327-4236.

(4)

4-6-04

Five Star Suzuki,

On Sunday evening March 28th 2004
I started the car, I put my foot
on the brake and engaged shifter
into drive. The engine red lined
and almost got away from me.

I depressed the brake pedal as
hard as I could to hold the
car back and put shifter into
neutral and it still wanted
to go. I then put the shifter
into park and the car still
would not stop moving. I finally
turned off the ignition to get
the car to stop. During

the engine
was running full throttle. About
minutes later I started the
car and it was running normal.
You also need to know that
the bottom of the engine is
soaked with oil again.

THE ATTACHMENTS TO THIS
DOCUMENT HAVE BEEN REMOVED
TO PROTECT UNWARRANTED
INVASION OF PERSONAL PRIVACY
PURSUANT TO EXEMPTION 6 OF
THE FREEDOM OF INFORMATION
ACT (FOIA), 5 U.S.C. 552(b)(6).