

Santa Maria, CA

2005 JAN 13 AM 12:08

December 22, 2004

N. H. T. S. A.  
U.S. Department of Transportation  
Washington, DC 20590

To Whom It May Concern:

My name is \_\_\_\_\_ and am writing on behalf of \_\_\_\_\_, my father. The purpose of this letter is to call to your attention the particulars of a yet unresolved problem with a G. M. C. vehicle purchased approximately five years ago by \_\_\_\_\_. More importantly, this correspondence seeks to contribute to an eventual resolution of said problem—provided that the following automotive complaint is commonplace to the abovementioned vehicle type in general.

The signing of contract and delivery date of my father's 2000 G. M. C. Safari was November 15, 1999. Seven months after the aforesaid date a hazardous defect surfaced: the Safari's engine unpredictably stopped when covering a short distance. Henceforth, five other similar incidents occurred throughout the 3-year/36,000-mile coverage period. These incidents were characterized by any of the following three scenarios: 1) the engine shutting off while in reverse in pulling out of a parking space, 2) the engine shutting off while on drive, immediately after having pulled out of a parking space, and 3) a combination of the former scenarios. \_\_\_\_\_ on each occasion, would take the vehicle to the nearest G. M. C. dealer no later than a day after the problem occurred. On the first two incidents the vehicle was taken to Stephens Airport Auto Center, the dealership of purchase, while on the latter occasions the car was inspected by Stowasser, the dealer closest to home. The general result of each inspection was the inability to "duplicate" the condition of a dying engine that would allow for a diagnosis and an expected resolution of the problem. Albeit the invoice of the third visit to Stowasser suggests a fixing of the engine trouble, the fact that the vehicle continued to be inspected for the same problem even after the coverage period attests otherwise.

After the 3-year/36,000-mile warranty expired, the Safari's mechanical trouble worsened. On the two occasions following warranty expiration the engine ceased working after being driven over a longer distance relative to the incidents during the coverage period. Considering the momentum acquired from traversing this distance—approximately the length of one city block in one of the post-coverage incidents—, the once uncertain brake malfunction became clearly evident. Specifically, the brake pedal had to be stepped down completely and held as such before arriving to a full stop. The degree of force on the pedal needed to halt the vehicle was, compared to a totally well functioning car, unnecessary, that is, less force on the brake should have stopped the car. The last invoice at Stowasser attests to the complaint of the Safari's malfunctioning brakes. Despite the difference between the pre- and post-coverage incidents, the

*Jessica*  
1/18/05

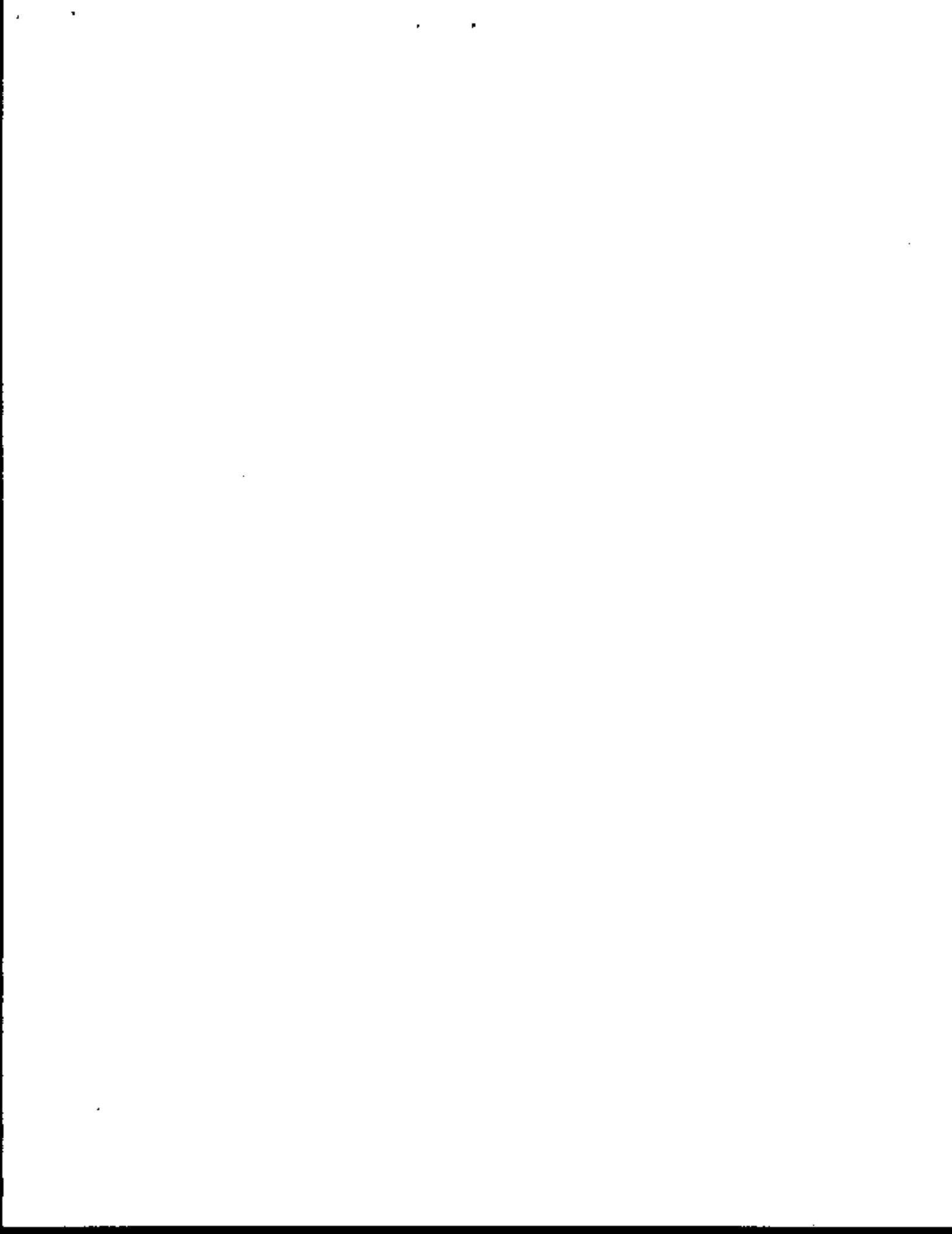
technicians had the same answer throughout: cannot duplicate or verify Mr. Macias' complaints. Consequently, the problems persist.

It is unlikely the vehicle's malfunctioning engine and brakes are associated with improper maintenance—the enclosed photocopy of the car's history printout vouch its upkeep, while Pep Boys' records surely also bear witness—, accident, or customizing. The vehicle has never been subjected to misuse and it remains as it was when originally delivered. What most damns material and/or workmanship as responsible is the fact that engine trouble first emerged a mere seven months after the delivery date. The photocopy of the vehicle's history confirms this as the exact date being 06/21/2000, with "DRIVEABILITY" being reference to the engine complaint. Appreciating the seriousness of the car's unresolved problems, my father has gone through steps one and two of the Customer Satisfaction Procedure outlined under "Owner Assistance" in the *Light Duty Truck Warranty and Owner Assistance Information 2000* booklet. Considering that these steps proved fruitless, a letter has been recently sent and, in turn, filed with the General Motors/B. B. B. Auto Line Program—an out of court program and last venue of relief offered by G. M. C. to settle automotive problems of our nature.

The Safari's defected make compromises the integrity of a tool essential to the execution of daily errands—the vehicle is my kid brother's school transportation to-and-fro and used for grocery shopping during weekdays. Surely a car's utility is universally understood and thus it is senseless to continue illustrating our Safari's usefulness. The unreliability of the engine and brakes has, moreover, issued and menaces to further give psychological traumas to my family members. For a period of time my mother actually abstained from driving the vehicle, for instance. Of most paramount importance is the threat to life, limb, and sense posed by the defected Safari to family and bystanders. Are we to just wait for the unfortunate before our Safari's mechanical troubles—troubles most likely rooted in its material and/or workmanship—are assessed and solved? The fact that the vehicle's defects remained unresolved throughout the 3-year/36,000-mile warranty period only increases the urgency and responsibility of G. M. C. to address the problem. There are already numerous potential dangers faced by the common driver on the road and the automobile being drive per se should not be one of them. Thus, for the sake of perhaps instigating a due investigation of the G. M. C. automobile in question in general and contributing to a safeguarding of my family's welfare in particular, it is here rendered to the attention of the entity/entities bearing jurisdiction over automotive problems such as ours the existence of a potential safety risk inherent to a particular G. M. C. vehicle, which is possibly rooted in material and/or workmanship.

For your convenience I have enclosed, in chronological order and bearing relevant highlights, photocopies of the Safari contract, dealership invoices, a G. M. A. C. letter indicating the vehicle's complete payoff, an invoice from Pep Boys—the automotive store inspected the car as well—, and a printout bearing the van's service history. Albeit my father does not possess invoices from Stephens Airport Auto Center verifying the vehicle's first two engine failures and inspections, the abovementioned printout nevertheless refers to these two incidents under the term "driveability" for the dates of 6/21/2000 and 10/24/2000.

Sincerely and respectfully,



# GENERAL MOTORS ACCEPTANCE CORPORATION

P.O.Box 12699 Glendale AZ 85318

1-800-200-4622

BRANCHES THROUGHOUT  
THE WORLD

EXECUTIVE OFFICES  
DETROIT

November 25, 2002

SANTA MARIA CA

Account No.: 085-012973493  
Contract Date: 11/15/1999  
VIN: 1GKDM19W5YB  
Vehicle: 2000 GMC SAFARI  
PIF Date: 11/20/2002

Dear Customer:

Thank you for concluding your account with GMAC. We appreciate the opportunity to have served you and hope you will consider GMAC for your automotive financing and leasing needs in the future.

We hope that GMAC financing proved to be convenient and easy. Please contact your local General Motors dealer to continue on the EXPRESSWAY HOME with GMAC Financial Services.

Sincerely,

Title Service Representative

SANTA MARIA CA

DAC001  
RT OWNIT  
085-012973493

11/15/2004  
16:21:17

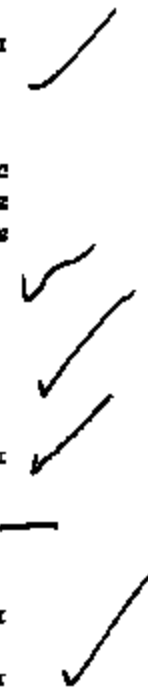
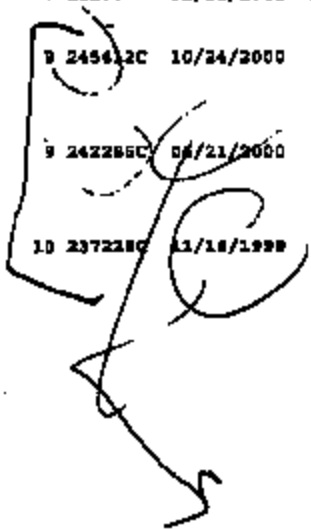
SUMMARY HISTORY DISPLAY

3852

PAGE 1

CUSTOMER NAME SERIAL NO. LGHMDLWSTYR000078  
TOTAL R/O'S 10 TOTAL SERV. DATE 9 MAKE GC GMC

LINE NO.	NO.	REQ. DATE	MILES.	ADV/TECH	J&T	OPERATION CODE	DESCRIPTION
1	31443	06/23/2003	33343	A	158		
				T	201	1 C 01PNE000	OIL FILTER SERVI
2	26910	10/14/2002	27894	A	158		
				T	156	1 W 11PNE004	FLUID LEAK-ENGINE
				T	156	2 W 10PNE	DRIVEABILITY
				T	156	3 W 51PNE005	HEADLIGHTS
				T	156	4 C 51PNE000	OIL FILTER SERVI
3	23127	03/20/2002	21194	A	158		
				T	29	1 W 51PNE10	POWER WINDOWS
				T	29	2 W 51PNE	BODY ELECTRICAL
				T	29	3 W 00PNE01	FUEL SYSTEM CONC
				T	29	4 W 51PNE01	BODY ELECT CONC
				T	29	5 W 10PNE01	DRIVEABILITY CON
4	21839	01/04/2002	19627	A	158		
				T	29	1 C 51PNE10	POWER WINDOWS
				T	29	2 C 10PNE	DRIVEABILITY
5	21376	12/03/2001	18990	A	134		
				T	29	1 W 51PNE	BODY ELECTRICAL
6	21197	11/19/2001	18762	A	134		
				T	156	1 C 01PNE000	OIL FILTER SERVI
				T	156	2 W 51PNE	BODY ELECTRICAL
				T	156	3 W 10PNE	DRIVEABILITY
				T	156	4 C 45PNE	WHEELS/TIRES
7	18277	05/21/2001	13566	A	20		
				T	110	1 C 01PNE000	OIL FILTER SERVI
8	245612C	10/24/2000	9312	A	9050		
				T	9350	1 C 01PNE000	OIL FILTER SERVI
				T	99	2 C 10PNE	DRIVEABILITY
9	242285C	05/21/2000	3403	A	9254		
				T	9213	1 X 01PNE000	OIL FILTER SERVI
				T	99	2 X 10PNE	DRIVEABILITY
10	237228C	11/18/1999	10	A	9148		
				T	9231	1 I 639GC	



**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).**