

August 9, 2005

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Better Business Bureau Auto Line
Council of Better Business Bureaus, Inc.
4200 Wilson Boulevard, Suite 800
Arlington, Virginia 22203-1804

Re: 2000 Cadillac Eldorado ESC (VIN: 1G6EL12Y7YU [REDACTED])
Mileage: Less than 52,300
Problem: Catastrophic Engine Failure & Cadillac Customer Assistance Center's
Lack of Response
Cadillac Customer Assistance Center File [REDACTED]

Dear Sir/Madam:

I am the very unhappy, frustrated, and irritated owner of a 2000 Cadillac Eldorado, the Vehicle Identification Number for which is listed above (hereafter, the "Eldorado"). After experiencing a catastrophic engine failure that left me stranded in the Arizona desert on a hot July afternoon for about two (2) hours without water (described more fully below), I am finding that being without my car is only slightly less frustrating than dealing with Cadillac's totally unresponsive Customer Assistance Center. As a result, I respectfully ask for your assistance in dealing with Cadillac and General Motors to achieve a fair, just, and equitable outcome.

Background and Relevant Facts

I purchased the Eldorado on July 10, 2002, from the used car lot at Acura of Brookfield in Brookfield, Wisconsin. At the time of purchase, the Eldorado had approximately 28,300 miles and was covered by the factory warranty of 4 years or 50,000 miles. About six (6) weeks after my purchase, the air conditioner and my driver's-side power window began working sporadically. Since the car was still under the factory warranty, I had Ahrens Cadillac in Madison, Wisconsin examine the car and make the necessary repairs in September, 2002. Unfortunately, these repairs did not fully solve the problems and the air conditioner was not completely fixed until August, 2004.

On Friday, July 22, 2005, I was driving home after about a 25 mile trip. Approximately 3 miles from my home, I heard a horrible metal-on-metal crunching noise—almost as if the engine or transmission was eating itself. The car immediately lost all power and I could only get about halfway off of the road. When I looked under the car, I saw several small pieces of metal (what I later learned was part of the engine block) scattered on the road.

I called AAA and after waiting approximately 2 hours, I was towed to the nearest AAA-approved repair shop, Hardin Brothers Automotive, Inc. [(520) 818-3200] (hereafter, "Hardin Brothers"). Hardin Brothers was the shop that had finally fixed my air conditioning, and after examining the car they determined that the Eldorado had experienced a total engine loss. According to a message left on my answering machine,

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the mechanic at Hardin Brothers said that the problem was that my engine was "seized up" because one of the connecting rods experienced an internal failure and crashed through the back of the engine block. He told me, and I later saw, that the connecting rod left about a two-inch hole at the back of the Eldorado's engine. Hardin Brothers verbally advised me that the engine would need to be completely replaced at a cost of around at least \$8500.

The following weekend, I did some research on the internet and discovered on a discussion board focusing on Cadillacs that two (2) other people with 2000 Cadillacs had also sustained catastrophic engine failures. One, in fact, was the same problem I experienced—a connecting rod being thrown through the engine block. In addition, Hardin Brothers told me that one of their other customers who owned a Cadillac experienced a catastrophic engine failure of a different nature on a car with many more miles than were on my Eldorado. I was advised to contact the Cadillac Customer Assistance Center, as each of these three (3) owners was able to reach a settlement with Cadillac.

On Monday, July 25, 2005, I contacted the Cadillac Customer Assistance Center [1-800-458-8006] and was connected with Mr. Jason Gist [1-866-932-4368, ext. 35417] (hereafter, "Mr. Gist"). I explained my problems to Mr. Gist and he took down my information and told me that a Cadillac dealer would need to examine the problem to see if Cadillac would be able to offer me some assistance even though the car was out of the factory warranty period. While I was on hold, Mr. Gist contacted the nearest Cadillac dealer, Don Mackey Cadillac in Tucson, Arizona [(520) 624-0481] (hereafter, "Don Mackey"). Mr. Gist said that the car would need to be towed to Don Mackey at my expense, but that if Cadillac would assist me I would also be reimbursed for the tow charges. Mr. Gist then said that he would call me on Wednesday, July 27, 2005, to check my progress. He also informed me that if we didn't speak on July 27, he would be unavailable until the following Monday, August 1, 2005.

On Tuesday, July 26, 2005, I had the Eldorado towed to Don Mackey at a cost of \$99.00. Before being towed, I discovered that the battery in the Eldorado, which had been replaced only one (1) year ago, was now also dead. Upon arriving at Don Mackey, I spoke to the Service Manager that Mr. Gist assigned to my case, Mr. Todd Lowe (hereafter, "Mr. Lowe"). Mr. Lowe suggested that I wait around the dealership because "luckily" the Area Vehicle Manager for Cadillac was at the dealership that day. After about ten minutes of waiting, Mr. Lowe confirmed that I did have a hole in the back of my engine that would require a new engine. He was not able to quote me a price on how much it would be to fix, but he said he would talk to the Area Vehicle Manager to see if Cadillac would help me. About twenty minutes later, Mr. Lowe informed me that the Area Vehicle Manager said that the car was too far out of warranty time wise, and that Cadillac would not help me. I asked him if he could contact someone else and he said he would think about who else he could call.

On Thursday, July 28, 2005, Mr. Lowe and I spoke on the phone and he told me that he had talked to two or three more people and they all said that Cadillac would offer no help

because the car was too far out of warranty. I told Mr. Lowe that I wanted to speak to Mr. Gist, from whom I had not heard since we spoke on July 24, 2005, before I made any decisions about the car. Mr. Lowe agreed and said that there would be no storage fees for holding the car while I waited for Mr. Gist to contact me.

Because Mr. Gist said he would return on Monday, August 1, 2005, I held off calling him until August 1, 2005. Since then, I have tried contacting him and leaving voice mail messages every day. To date, neither Mr. Gist nor anyone else at the Cadillac Customer Assistance Center has responded to me.

On August 3, 2005, Mr. Lowe called to see how my conversation with Mr. Gist had gone. I told him that Mr. Gist was not returning my phone calls and I reiterated that I needed to speak to Mr. Gist before I could even begin to make a decision about the Eldorado. I also asked Mr. Lowe who the Area Vehicle Manager was who saw my car on July 26, 2005, and he said his name was Mr. Bill Brooks (hereafter, "Mr. Brooks"). Mr. Lowe then said that he was not entirely sure if Mr. Brooks had actually seen my car but they had discussed it.

Runarounds, Unresponsiveness, and Safety Concerns

As you can imagine, I am terribly frustrated. My car was towed (entirely at my expense) to a Cadillac dealership on the promise that Cadillac would examine it to see if they would assist me. My reliance on Cadillac was reasonable given that it was further strengthened by: (1) the experiences of the three other people (described above) who experienced catastrophic engine losses that Cadillac worked with to produce a just result; and (2) language in the Warranty Booklet for the 2000 Cadillac, a copy of which is attached hereto and marked Exhibit A, which reads as follows:

Special Policy Adjustment Programs Beyond the Warranty Period.
Cadillac is proud of the protection afforded by its warranty coverages. *In order to achieve maximum customer satisfaction, there may be times when Cadillac will establish a special policy adjustment program to pay all or part of the cost of certain repairs not covered by the warranty or to reimburse certain repair expenses you may have incurred.*

2000 Cadillac Warranty Booklet, p. 27 (emphasis added).

As I see it now, the \$99 I paid to the towing company to have the car transported to Don Mackey was a complete waste of my time and my money because Cadillac merely repeated what I already knew—that my car had a two-inch hole in the back of its engine and that it was out of its factory warranty period. I'm really not sure that the appropriate person(s) even bothered looking at the Eldorado (or gave it more than just a cursory review) or that they considered that Cadillac's own 2000 Warranty Booklet clearly gives its employees the discretion to assist customers who experience problems with their Cadillac after the factory warranty is over in order to "achieve maximum customer satisfaction." The only thing Cadillac seemed to consider was that the car was out of its

warranty period, so they would not help me in any way. In my opinion, such a decision could have been made over the phone without having the Eldorado towed at my expense.

Further adding to my frustration is that the Eldorado was properly maintained and never abused. In fact, the engine coolant was just replaced at Don Mackey on June 24, 2005—less than one (1) month and about 600 miles before my engine failed—as recommended by GM. While I imagine that it is merely a coincidence that my engine failed so shortly after this service, I still had to pay \$149.35 for it to be done. (A copy of my invoice for the coolant change is attached hereto as Exhibit B.) And I have always changed the oil before the on-board Oil Life Monitor (OLM) has said that an oil change is necessary—oftentimes, well before the OLM said an oil change was needed.

The final source of my frustration is the lack of response from Mr. Gist and the rest of the Cadillac Customer Assistance Center. I understand that waiting a day or two before responding to a voice mail from a customer happens in the business world; however, not calling a customer back when you say you will and not responding to a customer's voice mail messages asking for a response **SHOULD NOT EVER HAPPEN**. Such behavior is not only discourteous but also totally unprofessional. A simple call or message on my answering machine from Mr. Gist (or, if Mr. Gist were unavailable for an extended period of time, from another employee of the Cadillac Customer Assistance Center) updating me either on what was being done to help me or that a final decision on the Eldorado had been reached would have alleviated much of my anxiety.

The one thing that I am truly grateful for is that the Eldorado didn't experience its catastrophic engine loss two days earlier when I made a roundtrip from Tucson to Phoenix to drop my parents at Sky Harbor Airport. If such a failure had occurred on the very busy Interstate 10 at 75 miles per hour, which was the main route I took, I shudder to think how many people in addition to me (and possibly my parents) would have been killed and/or injured. Luckily for me, no one was following very closely behind me when the Eldorado died.

In my case, Cadillac has hardly achieved the "maximum customer satisfaction" it gives lip service to in its 2000 Warranty Booklet. A premium luxury car with the highly-touted NorthStar engine that is properly maintained should not, under any circumstances, last for less than 52,300 miles. There was no way for me to know about such a latent defect and have it serviced before the total engine failure occurred, as neither the "Service Engine Soon" light nor any other warning light ever came on until immediately before the engine went dead. And opening up an engine and looking around for problems is not something mechanics at a typical shop do on a whim or just for fun (and certainly not the type of "fishing expedition" a customer of a luxury car like an Eldorado should have to pay for at such a low number of miles).

Conclusion

In conclusion, I am extremely frustrated with Cadillac's unresponsiveness and their seemingly discriminatory behavior as to who they will (and who they will NOT help).

And as my auto insurance agent told me after speaking to an auto repair specialist about my problem, my Eldorado will never be the same as it was before. He cautioned that the stress placed on the car may have wrecked other vital components, possibly including but not limited to, the electrical system and transmission. In total, he warned, fixing everything that is wrong with the car to make it merely run again could very well cost me much, much more than the car is actually worth. Therefore, while Cadillac has settled with some people described above to split the cost of a new engine I do not believe that I would be amenable to any settlement of this type. In addition, I want to make it clear that I currently refuse to authorize or allow Cadillac or its agents, dealers, employees, or any employees of its dealers to: (1) begin or perform any repairs on the Eldorado without first obtaining my express written consent (which I have not yet given); and (2) perform any testing (diagnostic or otherwise), inspection, or removal of the engine or any other component of the Eldorado without first obtaining my express written consent (which I also have not yet given).

Therefore, I respectfully request any assistance you can provide me with in dealing with Cadillac and/or General Motors to reach a fair, equitable, and just result in this case. If you require any additional information from me, I can be reached at the following address, telephone number, and e-mail address:

[REDACTED]
Tucson, AZ
[REDACTED]

Thank you very much for your help in this matter.

Very truly yours,
[REDACTED]

State Bar of Wisconsin #1031040

State Bar of Arizona #023042

Enclosures -- As Stated

cc: Arizona Attorney General Terry Goddard
Wisconsin Attorney General Peggy A. Lautenschlager
Cadillac Customer Assistance Center
✓ National Highway Traffic Safety Administration
Better Business Bureau of Tucson, Arizona

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State Warranty Enforcement Laws

Laws in many states permit owners to obtain a replacement vehicle or a refund of the purchase price under certain circumstances. The provisions of these laws vary from state to state. To the extent allowed by state law, General Motors requires that you first provide us with written notification of any service difficulty you have experienced so that we have an opportunity to make any needed repairs before you are eligible for the remedies provided by these laws. Your written notification should be sent to the Cadillac Customer Assistance Center at the address shown on this page.

Special Policy Adjustment Programs Beyond the Warranty Period

Cadillac's goal of the protection afforded by its warranty coverage. In order to achieve maximum customer satisfaction, there may be times when Cadillac will establish a special policy adjustment program to pay all or part of the cost of certain repairs not covered by the warranty or to reimburse certain repair expenses you may have incurred. Check with your Cadillac dealer or call the Cadillac Customer Assistance Center to determine whether any special policy adjustment program is applicable to your vehicle.

When you make an inquiry, you will need to give the year, model and mileage of your vehicle and your Vehicle Identification Number (VIN).

Customer Assistance Offices

Cadillac encourages customers to call the toll-free number for assistance. If a U.S. customer wishes to write to Cadillac, the letter should be addressed to Cadillac's Customer Assistance Center in Pontiac, Michigan.

United States

Customer Assistance Center
Cadillac Motor Car Division
P.O. Box 436014
Pontiac, MI 48343-6014
1-800-458-8000
1-800-833-2622 (For Text Telephone devices (TTYs))
Roadside Service: 1-800-882-1112

EXHIBIT A

**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).**