



2006 FEB -7 AM 10:00

10150832

U.S. Department of Justice
Office of Consumer Litigation
Civil Division
Washington, DC 20530

January 20, 2006

[REDACTED]
Saint Joe, AR [REDACTED]

Re: GMC/Chevrolet

Dear [REDACTED]

This letter is in reply to your correspondence to the Attorney General which was referred to this Office for consideration and response. In your letter you explain that you have experienced alleged malfunctions with both your 1994 Chevy pickup and 1999 Chevy Blazer, and feel that the parts you have had problems with should have outlasted the vehicles themselves. You also express concern that these malfunctions may be manufacturer defects that could have put you in considerable danger under less than conservative driving conditions.

Since your inquiry raises a matter that may involve automotive safety, I am forwarding a copy to the National Highway Traffic Safety Administration (NHTSA), at the address shown below, for consideration. NHTSA is the federal agency that investigates reports of safety related defects and substantial equipment failures and enforces laws requiring recalls and remedies in appropriate circumstances. While NHTSA tries to help every consumer, it cannot investigate each complaint. Before a formal investigation or recall is ordered by NHTSA, there must be evidence that the reported problem poses a safety risk and is a problem common to a group of vehicles or items of equipment.

I hope this is of assistance to you. Thank you for contacting the Department of Justice.

Sincerely yours,

Kenneth L. Jost
Assistant Director
Office of Consumer Litigation
Civil Division

By: Melody Smith
Consumer Affairs Specialist

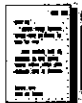
Melody
2/10/06

cc: National Highway Traffic Safety Administration
Department of Transportation
400 7th Street, SW, Rm. 5232
Washington, DC 20590
Toll free DOT Safety Hotline: 1-888-327-4236 (DASH 2 DOT)
TTY: 1-800-424-9153
www.nhtsa.dot.gov

FAX	
TRANSMISSION	
FaxTools	
BVRP	
[REDACTED]	
Saint Joe AR	
[REDACTED]	

FROM	932258 (3) [REDACTED]	<i>CW/CH</i>
TO	Dept of Justice / U.S. Atty Gen Hon. A.R. Gonzales, US Atty Gen	

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/	11/15/05 7:26 PM



Message

ATTN: Honorable Alberto R. Gonzales
Attorney General of U.S.
Dept of Justice

RE: Complaint

FAX attachments:

- 10-21-05 Complaint (2pgs)
 - 10-20-05 Receipt (Inv#3257) for 1994 Pickup
 - 9-28-05 Receipt (Inv#3205) for 1999 Blazer
- Contracts for vehicles

Thank you,

[REDACTED]

Fax	[REDACTED]	Phone	[REDACTED]
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CON-08301 2. [Signature]

Ken [Signature]

[REDACTED]
Saint Joe, AR [REDACTED]

PH: [REDACTED]

November 15, 2005

Honorable Alberto R. Gonzales
Attorney General of U.S.
Dept. of Justice
Room 4400
950 Pennsylvania Ave. NW.
Washington, DC. 20530-0001
PH: 1-202-514-2000
FAX 1-202-307-6777

RE: Complaint

Dear Honorable Alberto R. Gonzales;

We've pursued all avenues of our complaint, as you will see from the enclosed, and to no avail. So please, can you help us get resolved from GMC the parent company for Chevrolet, or the car dealerships of where we purchased our vehicles, of which there are no records that can be found to substantiate that the vehicles had been inspected for hazards before being resold.

As you can see from the enclosed 10-21-05 Fax Complaint, explains our dilemmas. GMC contacted us and said, "For us to contact directly Chevrolet and let them get the history of the vehicles from the technicians at the car dealerships." Of which we did, but conveniently, all the records were either lost due to a computer change, or purged six months ago; leaving us no records to acquire or to be faxed to Chevrolet where we relocated to.

Our concern was that we wondered if the malfunctions were manufactured defects, and wanted the history to be checked out because the problems we are having on the vehicles are items that should of out lasted the vehicle itself.

1) Our 1994 Chevy pickup, we were told by the repair places, Chevy and Cheever's Auto & Towing, that the ball-joints itself should break first before the rivets would sheer off as they did. My husband could have been killed, with such a road hazard endangerment, had he been going faster. We had only driven the pickup 53,916 miles within 5½ years, that's very conservative driving.

2) Our 1999 Chevy Blazer, we were told by Cheever's Auto & Towing that this particular model transmission is known to have more problems than usual, ending up with needing to be replaced, or updated. Their computer showed that the transmission is

slipping, and needing to be replaced. I have only had the Blazer 2 ½ years and have driven it only 21,604 miles, since our purchase, more than conservative driving.

What we don't understand is why would a transmission model be allowed to stay on the market and resold with a known problem fault of malfunctioning?

We just relocated to Arkansas 3 ½ months ago, and we had our vehicles up on trailers towed; then on 10-20-05 the rivets sheered off the pickup, and on 9-28-05 the demand on the Blazer transmission was not there, when you pushed the gas pedal, the vehicle barely moved, which prompted me to take it into Cheever's Auto.

I don't feel it is fair to us the unsuspecting buyer of the Blazer and pickup, purchasing in good faith a vehicles that will function properly, only to be duped with a known malfunctioning transmission model, just for the car dealership to make a profit. It is totally wrong and fraudulent. A vehicle, especially to the poor, such as ourselves, are unable to purchase a vehicle yearly, like the rich; nonetheless, a vehicle should last. And it should be against the law for a car dealership to resale a vehicle without a total hazardous inspection, and especially with a known problem of faulty transmission, or rivets. These vehicle items should out last the vehicle itself.

We are very warn out from the run-around we have been getting, and no resolution to our dilemmas. Now, my valued vehicle Chevy Blazer of \$12,000, sits in my driveway unable to be driven, while I have to still pay payments for nearly 3 years on it; because of a known problem faulty transmission model still allowed to be on the market, and the car dealerships are getting away with it.

It is wrong, totally wrong, why is this allowed to continue. I need my transmission fixed, as it should have been before being sold to the unsuspecting good faith buyer. Likewise, the pickup rivets, before someone is killed with the malfunctioning road hazard.

Kent Chevrolet, 1413 Hwy. 62 E., Mountain Home, AR 72653, Service Rep. Curt Knoll, said, "That they would do the repairs when authorized by GMC as manufactured defects."

Please Mr. Gonzales, help us resolve our dilemmas, we need our vehicles, they are our livelihood; I can't even go to work until I can get it repaired, and I need to go to work so we can make ends meet and survive here. I don't know what else to do, but beg for your help on this matter, and correct the circumstances that we have suffered.

Sincerely,


Attachments: 10-21-05 Complaint, Receipts for repairs, Contracts for vehicles

[REDACTED]

Saint Joe, AR [REDACTED]
PH: [REDACTED]

FAX
October 21, 2005

GMC / Chevy Customer Assistance
ATTN: Supvr. Mike Connell
Complaints Dept
P.O. Box 33170
Detroit, MI 48232-5170
FAX: 1-866-962-2868

GMC File # 1-371407426

RE: Ball-joints factory rivets on 1994 Chevy Truck Ext 4x4 VIN:1GCEK19K3RE [REDACTED]
Transmission on 1999 Chevy Blazer VIN: 1GNDT13WOX [REDACTED]

Complaints Dept; *GMC File # 1-371407425*

Our concerns and complaints are with both of our vehicles, and due to our very limited income. First, our 94' Chevy pick-up 4x4 truck; of which we do not go 4-wheeling in, on rouged terrain or on pavement; and we don't drive over 55mph, we have experienced now within approximately 5½ years from purchase, an incident of a broken front passenger-side ball-joints factory rivets being sheered off, that had to be repaired and replaced.

We purchased the pickup 3-30-00, from Bret's Auto Center, 1500 West El Monte Way, Dinuba, CA 93618; with mileage of 88,200. I have driven it 53,916 miles within 5½ years since purchase.

We then relocated to our present address 8-5-05, listed above. We had our vehicles up off the ground on towing trailers behind the two Budget trucks; and we drove the two Budget trucks to our present address.

Now, 5½ years since purchase, on 10-20-05, we had to have the truck towed and it repaired by Cheever's Auto & Towing, 421 Hwy. 235 South, Yellville, AR 72687. Mr. Jim Cheever, owner, told my husband and I, that, "He has never seen the factory rivets on the ball-joints ever break before, that they are made out of steal, and the ball-joints itself should break first before the rivets would sheer off, they were baffled as to how this could happen?" Nonetheless, the repair was done and we paid \$212.76 for the repair. The repairman, Carl, checked the other side (driver's side) and said, "It is ok." I have enclosed the receipt for the repairs.

Now our concern and complaint is that, could this ball-joints factory rivets sheering off be a manufactures defect on our truck? Is it safe to continue to drive? Or will it happen again? Thank God my husband was only going 10mph to 20mph up hill when it broke bringing him abruptly to a stop. Had he been going 50mph or 60mph on the highway, he would of flipped and been killed. We both need to be reassured that this is not going to happen again .

Secondly, my son informed us that he was notified that there was a 'Defected Break Switch' in the 1994 Chevy Pickup, and his was repaired at no charge. Does that apply to our 1994 Chevy Pickup also? If so, can you please let us know?

Thirdly, my 1999 Chevy Blazer I purchased on 3-27-03, from Denny Menholt Frontier Chevrolet, 3000 Kings Ave West, Billings, MT. 59102; with mileage of 101635. I have driven it 21,604 miles in 2½ years since purchase. I am a stay at home housewife, and very seldom drive. My concern and complaint is that my transmission is slipping according to the feeling of it when driving and the computer at Cheever's Auto, when I had my transmission filter changed.

The repairman, Carl told me that, "This particular make of Chevy Blazer transmission, is known to have more problems than usual, ending up with needing to be replaced, or updated. Even though, the inside of the transmission and fluid was sparkling clean and had no particles of any kind, like brand new, when taken apart to put in the new transmission filter." So why would it be slipping? Is this a manufacture defect? The Blazer has always ran so nice, quite, and smooth, up until now. Why would it be malfunctioning at all, Chevy's usually go for 300,000 miles, that is why we buy Chevy, they've always been so dependable. I have enclosed my receipt for your continece.

Shouldn't there be a law that, before a car sales lot can sale vehicles whether new or used, the vehicle be thoroughly checked for manufactured flaws? Or flaws of an endangering nature of any kind and repaired? But in our vehicles cases, it sounds and feels like our vehicles weren't checked as they should have been before being sold, endangering the customer on the roadway.

Because the items that have malfunctioned are the items that should pretty-much out last the vehicles, especially with conservative safe drivers that don't drive over 55mph like ourselves. Mainly because of our need to conserve gasoline, and our age. You can see from our mileage that we are very conservative drivers; in 2½ yrs. only 21,604 miles driven since our purchase on the Blazer, and in 5½ yrs. only 53,916 miles driven since purchase on the Pickup.

Please let us know on all concerns: 1) the factory rivets breaking or sheering off of the front passenger-side ball-joints; within a 5½ year period from purchase; is that a manufacture defect, and is our money refundable? and 2) the manufactured 'Defected Break Switch' to be replaced at no charge; does that apply to our pickup also? And 3) is the Blazer transmission within a 2½ year period from purchase, a manufactured defect also?

Please understand our concerns; we want our vehicles to be safe for driving. I will Fax a copy and also mail in the U.S.Postal Srv. a signed original of this concern.

Thank you for your time and consideration regarding our concerns, and we await your prompt response.

Sincerely,

Date: 10-24-05

Mr. Jim Cheever, Owner, Cheever's Auto & Towing

Mr. Carl Berner, Auto Repairman

From [REDACTED]

to 1-202-307-6777

at 11/15/05 7:26 PM

006/014

From [REDACTED]

to 1-866-962-2868

at 10/27/05 9:16 AM

001/005

FAX
TRANSMISSION

FaxTools

BYRP

[REDACTED]

Saint Joe AR
[REDACTED]

FROM [REDACTED]

TO GMC / Chevy Cust Asst
Spvr Mike Connell / Crmpt Dept

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10/27/05 9:16 AM



Message

ATTN: Supvr. Mike Connell
Complaints Dept
General Motors Corp. / Chevy Cust. Asst.

RE: Ball-joints factory rivets on 1994 Chevy Truck 4x4
VIN: 1GCEK19K3RE [REDACTED]
Transmission on 1999 Chevy Blazer
VIN: 1GNDT13WOX2 [REDACTED]

FAX attachments:

- 1-Complaint letter 10-21-05 (2pgs)
- 1 receipt for repairs on 10-20-05 (Inv.#3257) for 1994 Pickup
- 1 receipt for repairs on 9-28-05 (Inv.#3205) for 1999 Blazer

Signed originals to follow in the U.S. Postal Srv by mailing on 10-27-05.

Thank you,

[REDACTED]

ODOMETER DISCLOSURE STATEMENT

FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRED THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

DENNY HENHOLT FRONTIER CHEVROLET


STATE THAT


(TRANSFEROR'S NAME - SELLER - PRINT)

THE ODOMETER NOW READS 101635 MILES AND TO THE
(ODOMETER READING (NO TENTHS))
BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED BELOW, UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED.

- (1) I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.
- (2) I HEREBY CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY.

MAKE CHEVROLET TRUCK	MODEL BLAZER	BODY TYPE 4 DOOR UTILITY
VEHICLE IDENTIFICATION NO. 1GNDT13W0X2173389	YEAR 1999	DEALER STOCK NO. 29441

TRANSFEROR'S SIGNATURE (SELLER) X 	PRINTED NAME DENNY HENHOLT FRONTIER CHEVROLET	
TRANSFEROR'S BUSINESS ADDRESS (SELLER) 3000 RING AVE WEST		
CITY BILLINGS	STATE MT	ZIP CODE 59102
DATE OF STATEMENT 03/27/2003		

TRANSFEREE'S SIGNATURE (BUYER) X 	[REDACTED]	
TRANSFEREE'S BUSINESS ADDRESS (BUYER) [REDACTED]		
CITY COMPTON	STATE MT	ZIP CODE 59079

ODOMETER DISCLOSURE STATEMENT

FEDERAL LAW (AND STATE LAW, IF APPLICABLE) REQUIRES THAT YOU STATE THE MILEAGE UPON TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN PENALTY.

I, _____ STATE THAT
(TRANSFEROR'S NAME - SELLER - PRINT)

THE ODOMETER NOW READS 83299 MILES AND TO THE
BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE
DESCRIBED BELOW, UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED

- (1) I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.
- (2) I HEREBY CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING - ODOMETER DISCREPANCY.

MAKE OLDSMOBILE	MODEL CUTLASS	BODY TYPE 4 DOOR SEDAN
VEHICLE IDENTIFICATION NO. 1G3NG52H4V6308839	YEAR 1997	DEALER STOCK NO. 29442

TRANSFEROR'S SIGNATURE (SELLER) X [Signature]		
TRANSFEROR'S STREET ADDRESS (SELLER) 15666 MAGEE LN		
CITY SHEPHERD	(STATE) MT	(ZIP CODE) 59079
DATE OF STATEMENT 03/27/2003		

TRANSFEROR'S SIGNATURE (BUYER) X [Signature]	(PRINTED NAME) DENNY HENHOLT FRONTIER CHEVROLET	
(BUYER'S NAME) DENNY HENHOLT FRONTIER CHEVROLET		
BUYER'S STREET ADDRESS (BUYER) 500 W KING AVE WEST		
CITY BILLINGS	(STATE) MT	(ZIP CODE) 59102

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).