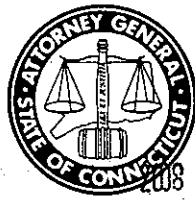


RICHARD BLUMENTHAL
ATTORNEY GENERAL



MacKenzie Hall
110 Sherman Street
Hartford, CT 06105-2294

2008 JUN -4 AM 6:57

Office of The Attorney General
State of Connecticut

May 13, 2008

CG-10230628-1980

[REDACTED]
Newington, CT [REDACTED]

Dear [REDACTED]:

This is to acknowledge receipt of your correspondence and to thank you for contacting our Office in connection with this matter.

By copy of this letter, we are forwarding your correspondence to the National Highway Transportation Safety Administration, which will follow-up with you. We sincerely apologize for any delay this transfer may cause, but the subject of your letter can best be reviewed by that agency.

Please do not hesitate to contact this Office in the future if we can be of further assistance to you.

Very truly yours,


M.G. Alonzo

Assistant Attorney General

MGA/pb

Enc.

NHTSA
Office of Objects Investigation/CRD
NVS - 216
1200 New Jersey Ave. SE
Washington, DC 20590

NIM
6/13/08
KB

April 29, 2008

Dear Attorney General Blumenthal,

On March 18, 2008 I purchased a new vehicle from Harte Nissan in Hartford and on March 26, 2008 bolts fell out of the vehicle that caused the tension belt for the power steering to break. Since I do a lot of driving, especially on Avon Mountain, this incident could have proven fatal because I would not have been able to steer my vehicle around the 45-degree curves going down the mountain. If this had happened 30 minutes later another fatal crash could have resulted while I was going down Avon Mountain.

I have negotiated with Harte Nissan and Nissan Corp for more than a month to exchange my vehicle because of serious safety concerns I have with the one I purchased. I have made everyone aware of my concerns with feeling unsafe driving this vehicle but to no avail. Throughout these negotiations I have been lied to and deceived numerous times by Harte Nissan. This incident needs to be investigated because I believe that Harte Nissan is more concerned with selling vehicles than with the safety of their costumers. I would like to explain my situation and I will try to be as brief and accurate with the details.

On March 17, 2008 I agreed to purchase a used vehicle and was told I could pick it up on March 18 after 5:00 pm. I was under the impression they needed a day to do a safety check before they could release the vehicle to me. On March 18, one half hour before I was to pick up my vehicle, I was told that in order to get me a better deal on my purchase, Harte Nissan could offer me a new vehicle for only a few thousand dollars more. Since this new vehicle had only 21 miles my wife persuaded me to accept their offer. Within 2 hours the deal was made and Harte Nissan allowed me to drive the vehicle home without doing a safety check on the vehicle. Before I took the vehicle I asked if a safety check needed to be done and I was told that was done when the vehicle first came in.

IF HARTE NISSAN AND THEIR SALESMEN HAD ACTED MORE RESPONSIBLE AND NOT RUSH THE SALE OF THIS VEHICLE, THEY WOULD HAVE NOTICED THAT THIS VEHICLE HAD A SAFETY RECALL ON JANUARY 2008 REGARDING THE ELECTRICAL SYSTEM AND THEY SHOULD NOT HAVE ALLOWED ME TO DRIVE THIS VEHICLE THAT NIGHT.

One week later, as I was making a right turn, bolts fell out of my vehicle, which caused problems with the steering. Since I was going about 10 mph I was able to somehow pull to the side of the road and had the vehicle towed to the dealership. I was told to contact Nissan Corp as soon as possible and to file a report on what happened to my vehicle. I was told by an employee from Nissan Corp that what happened could have been disastrous if I was in traffic or in an undesirable situation. I was also told this vehicle had a safety recall for some electrical issue but this had nothing to do with what caused my breakdown.

After a few days of discussions with the service manager at Harte Nissan, I informed him that I did not feel safe with driving this vehicle and I insisted on a comparable replacement vehicle.

One day before my vehicle was repaired and ready for me to pick up, I again informed the service manager that I did not want that vehicle and that I WOULD NOT pick up the vehicle because I did not feel it was safe to drive. He said he understood how I felt and told me he would try to help me get a new vehicle under the CT lemon law. I informed him that I read where this could take up to 30 to 60 days and I needed a vehicle now because of my work as a courier. He asked me if I was still driving the rental they put me into and I said I was. He told me to KEEP DRIVING THE RENTAL UNTIL WE CAN WORK THIS OUT. I REPEAT "KEEP DRIVING THE RENTAL UNTIL WE CAN WORK THIS OUT".

On Monday, after almost a week with no new developments, I met with the general manager at Harte Nissan, Paul Abraham, and I explained the entire situation to him. He asked me if I would allow him 48 hours to see how he can resolve the situation. The next day he called me to tell me that he spoke with Nissan Corp and that they would have an answer for me shortly. On Friday, after numerous attempts to reach Mr. Abraham during the week the regional representative called me to tell me that she and Mr. Abraham agree that I should be given a new vehicle and that she should hear from Nissan Corp in a day or two with their decision.

After waiting almost another week with no new developments I went to Harte Nissan and spoke to the service manager. He informed me that Harte Nissan has been trying very hard to get me into a new vehicle but that Nissan Corp felt my situation did not warrant it unless I could put down another \$2500 toward a new vehicle. I found out later that Nissan Corp NEVER asked for \$2500 and in fact it was Harte Nissan who was trying to exploit this serious situation at my expense. I informed him that I now had no choice but to hire an attorney.

On Monday after almost one month, I received a call from Enterprise Rental asking for payment on my rental. They informed me that Harte Nissan was only willing to pay for one week because the vehicle was repaired after one week and I refused to pick it up. Harte Nissan told me to KEEP DRIVING THE RENTAL UNTIL WE COULD WORK THIS OUT and almost everyone involved at Harte Nissan knew I still had the rental. They were putting me on hold all these weeks knowing I was driving a rental. The next day I returned the rental and I had my vehicle towed from Harte Nissan to my home because I still felt unsafe driving this vehicle.

I have been offered some compensation from Nissan Corp if I release all parties from any future damages or lawsuits. I am not willing to accept this offer because I am being forced to drive a vehicle that I consider very unsafe. I own a courier business and I drive 60,000 to 65,000 miles a year. For me to have drive a vehicle that I feel is very unsafe and defected is not wise. I now have an emotional fear every time I drive on Avon Mountain thinking what might happen if this vehicle lost another bolt and locked my steering or if I lost my brakes going down the mountain.

I believe that the practices of Harte Nissan should be looked into and if they in fact disregard the safety of their customers because of their greed to sell automobiles. They sold me a different vehicle that night from what I had originally chosen and had me drive it out of their lot knowing (or unknowingly) that there was a safety issue. Either way I feel they were negligent and put me in harms way.

If you need more information and more details you can contact me at:

[REDACTED]
Newington, Ct [REDACTED]
[REDACTED]

Sincerely,

[REDACTED]