

**INFORMATION Redacted PURSUANT TO THE FREEDOM OF
INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)**

[REDACTED]
Tulsa, OK [REDACTED]
[REDACTED]

January 7, 2011

NHTSA Headquarters
1200 New Jersey Avenue, SE
West Building
Washington, DC 20590

Regarding: Unsafe 2010 Impala

Dear NHTSA:

Gentlemen:

Enclosed is a photograph the sticker labeled Enterprise Rental. I purchased a used car from Jim Glover Chevrolet in Tulsa, OK and the mileage is listed at 37,105 at the time that I purchased the car. I was not told by the dealership that the 2010 Impala that I purchased had been previously owned by Enterprise Rental Corp. Also, I related this same story to the CEO at General Motors. I believe that the gas pedal and brake pedal are dangerously too close together and also, the brake release sticks out too far, and even today, it caught my pants leg as I tried to get out of the car. Often, as I exit the car, I hit my left leg on the brake release. The leg could be constantly bumped, which leads to bruising to the skin and holds a potential for blood clots with the way this car is put together in the driver's side.

The week of Christmas, 2010 is the first time I drove the car over an hour and when I extended my left leg to get it in to a more comfortable position from a 45° angle to a 90° angle to give it a break and I found my foot under the brake pedal. This was shocking to me that the placement of the pedals was so close in proximity.

On three different occasions, coming out of my garage where the car is parked, I accidentally hit the gas pedal when I should have hit the brake pedal.

For the above reasons, I find that this 2010 Impala is unsafe – also General Motors, after I sent them a similar letter, telephoned Jim Glover Chevrolet to tell them to make good on another 2010 vehicle for me. They spoke to Jeff Glover, and when I took the vehicle back to the dealership on 11/16/2010, I was told by John Rathbone, a salesman who is supervised by Jeff Glover, that there were no 2010 vehicles on the lot.

Their only option for me was to add \$9,000 to \$6,000 more to purchase a new 2011 vehicle. I cannot afford to do this and told them so. I communicated the results of my visit to the GM Executive Office Customer Care representative, Ms. Rachael Watson, who can be reached by calling (313) 367-7153, who further stated that she had no knowledge of the Jim Glover dealership inventory.

NH
1-19-11
RW

I purchased the car on 10/15/2010 and while I was working on the transaction, was offered \$1,000 for my 1987 Buick LeSabre, and this was incorporated in to the sale of the car and they deducted it from the total. In actuality, the dealership had only given me \$780 and not \$1,000. I went back at a later date to discuss this discrepancy and a Mr. Cattrell, who was in charge of the used car sales department, yelled at me asking "why did you sign it?" I was exhausted that day by my experience at Jim Glover, I had chosen a 2008 Malibu to look at and waited over 2 hours while they searched for the keys to the Malibu and were never able to find them. Unfortunately, since my Buick was no longer operative, I needed a car that day and ended up with this 2010 Impala, which has been a nightmare for me.

Another complaint I have about this model is that the front bumper is too low and if I park where I have fronted in to a concrete block, I have to get out and check to make sure I don't scrape the bottom of the car, as I have done a time or two.

This one car might be a fluke off the assembly line, but I consider this particular 2010 Impala to be unsafe for the driver and would appreciate your help with a full refund of the amount that I spent to purchase this car. I went to Jim Glover to buy a Malibu but they couldn't find the keys after I waited for 2 hours so I said forget it; I was there to buy a car that day. The salesman, Chuck Freeman who said wait, I got a car for you and he failed to let me know that it had been a rental car, if I had wanted to do that, I could have gone to Enterprise Rental to purchase the car and could have saved \$3,000 to \$4,000.

The issue is: The fact that this car is unsafe of this car for the driver.

Lastly, the leg of my jeans catches on the brake release too often, especially on one occasion when I went to put my foot on the brake, luckily I was in local traffic and nothing happened.



cc: Dan Akerson
Chief Executive Officer
GM/Chevrolet
P.O. Box 33170
Detroit, MI 48232-5170

[REDACTED]
Tulsa, OK
[REDACTED]

November 10, 2010

Dan Akerson
Chief Executive Officer
GM/Chevrolet
P.O. Box 33170
Detroit, MI 48232-5170

Regarding: Unsafe 2010 Impala

Dear Mr. Akerson:

I am a senior citizen and have recently purchased a 2010 Impala, which was used from Jim Glover Chevrolet in Tulsa, OK. They sold me a car that had been a former rental car without disclosure, but that is another story and another issue.

I would have told the dealership that I want another Impala, one that had not been a rental, but I consider that the 2010 Impala is unsafe. I believe that this automobile is unsafe because the driver's side space is too compact, i.e., the gas pedal and brake pedal are too close together and unless I look down at the floorboard to see exactly where my foot is, because I can not tell by feel, as I always have in my many years of driving, I do not know which pedal I am touching. This is dangerous.

Also, I would like for you to know that although I am approximately 180lbs and am 5' 5" tall, I find it difficult to slide into and out of that seat. It is a very tight squeeze. I have adjusted the seat as far back as I can and still reach the pedals and I believe this to be unsafe, as well.

As far as the car rental non-disclosure from the dealership goes, when I discovered the Enterprise sticker on the side of the car where the gas tank is, it has a date of July, 2007 on it and the inner door of the driver's side of the door frame states that the car was made in 2009. I would also like to know exactly WHEN this car was made.

I believe that the only way to resolve this issue is to ask that I be provided with another car from Jim Glover, though not another Impala, as I feel that they are unsafe.

Thank you for your assistance with this matter.

Sincerely,

[REDACTED]

10/26/10

Jamie please
attached to my claim
against Jim Glover's
Chevrolet - this is the
Beecher in the Window



tulsa '00



MISSOURI FINANCIAL RESPONSIBILITY IDENTIFICATION STICKER
ENTERPRISE LEASING COMPANY
ST. LOUIS
ENTER ROAD
ST. LOUIS, MO 63124
SELF-INSURANCE CERTIFICATE # 71
EFFECTIVE DATE: 07/01/07
EXPIRATION DATE: CONTINUOUS
UNTIL CANCELED

APPLICABLE WITH RESPECT TO THE FOLLOWING MOTOR VEHICLE:

ALL OWNED OR LEASE VEHICLES

MAKE VEHICLE IDENTIFICATION



PGW 2004 PT 904 M504

MOTOR VEHICLE DELIVERY AGREEMENT

DATE: 10/15/2000

This Motor Vehicle Delivery Agreement is an agreement between dealer (Owner)

Co. JIM GLOVER CHEVROLET

Address 8130 E SKELLY DR

City, St, Zip TULSA OK 74129 Ph (918) 663-2300

and customer

(Consumer)

Name

Address

City, St, Zip TULSA OK

Driver License #

Ph

executed as a prelude to an exchange of ownership of the vehicle(s) described herein, subject to obtaining satisfactory financing arrangements, based upon credit information provided by the consumer, with loan approval being the sole responsibility of the lending institution.

Owner agrees:

1. that Consumer has a right to terminate the contract if financing is not arranged within fifteen (15) days;
2. to retain in storage the trade-in vehicle described herein until sale is completed and not expend any money on such trade-in vehicle except upon Consumer's signed approval of a specifically described work agreement and cost estimate;
3. to provide Consumer with copies of the signed contract containing all relevant terms prior to delivery of the vehicle; and,
4. that no detail or restocking fees will be charged to Consumer upon return of the vehicle.

Consumer agrees:

1. to provide complete credit information as required by prospective lending institution(s);
2. to pay the difference on the payoff of the trade-in vehicle if the payoff exceeds the amount stated on the loan;
3. to provide funds to pay in full and satisfy any check that is written as a part of the vehicle sales agreement;
4. to provide a certificate of title, clear of any liens and free of any salvage, rebuilt or insurance loss branding to any vehicle offered in trade on this sales transaction, or else disclose in writing prior to executing this document that such is not the case;
5. to promptly fulfill credit approval requirements (i.e. additional cash required down and/or copies of required documents, etc.);
6. to provide proof of insurance acceptable to Owner, unless waived by Owner;
7. to execute, together with Owner, a physical condition status report on any trade-in vehicle and the vehicle being delivered, prior to taking delivery, and upon return of vehicle to Owner, to assume liability for restoring vehicle to its pre-agreement physical condition and for any mechanical damage that occurs as a result of abuse of the vehicle during the term of this agreement (any dispute under this paragraph to be settled by the Appropriate Motor Vehicle Commission under its arbitration authority -- Commission phone #s are: Motor Vehicle Commission (new cars) -- 405-521-2375, FAX 405-521-6096, Used Motor Vehicle & Parts Comm. -- 405-949-2626 -- FAX 405-949-9996;
8. to return vehicle within 24 hours of any verbal or written notice that the deal cannot be completed and that failure to do so gives Owner the right of self help repossession with the reasonable cost of such action to be borne by Consumer; and,
9. that if the vehicle is returned for any reason, Consumer will pay to Owner the sum of thirty-five (35) cents per mile for miles driven in excess of fifty (50) mile per day during the term of this agreement.

THIS FORM APPROVED BY THE OKLAHOMA NEW AND USED MOTOR VEHICLE COMMISSIONS FOR USE IN THE SPOT DELIVERY OF MOTOR VEHICLES

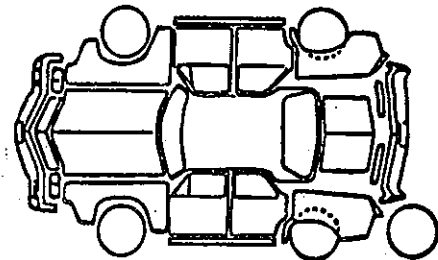
DELIVERED VEHICLE CONDITION REPORT

VEHICLE IDENTIFICATION NUMBER

2 6 1 1 A 5 E H X A 1

MILEAGE (NO TENTHS) 37125

Explain in REMARKS any damage to body, glass, or interior, as well as any missing parts or accessories.



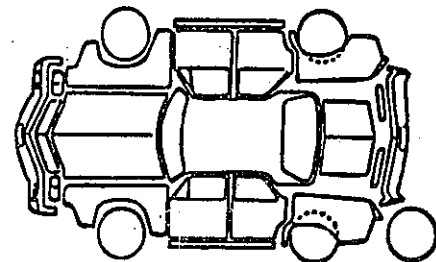
REMARKS:

TRADE IN VEHICLE CONDITION REPORT

VEHICLE IDENTIFICATION NUMBER

1 5 4 H H D I J 8 H H

Explain in REMARKS any damage to body, glass, or interior, as well as any missing parts or accessories.



REMARKS:

I UNDERSTAND THE PURPOSE FOR SIGNING THIS SPOT DELIVERY FORM IS THAT, AS OF THIS DATE, MY LOAN HAS NOT BEEN

CUSTOMER'S SIGNATURE (CONSUMER)

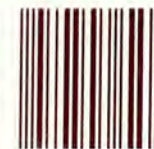




CERTIFIED MAIL™



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20590

U.S. POSTAGE
PAID
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74115
JAN 07, 11
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\$3.61
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JAN 12 2011
W48-224

~~NA~~ ~~HA~~ STA
Office of Desert Invest (RM NRS-210)
1200 Newtrey Ave SE-West Bldg
Washington, DC 20590