

CONSUMER & TRUST DIVISION
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APR 25 2002

DEPT. OF ATTORNEY GENERAL

Mrs. Lynn Norbury
Mr. Courtney Norbury
34 Valley Beach Ave
Hull, MA 02045

April 25, 2002

Attorney General G. Steven Rowe
6 State House Station
Augusta, ME 04333

Dear Mr. Rowe:

My wife and I are writing to you to inform your office of a very serious consumer safety issue regarding General Motors. This is an issue we believe may have ramifications similar to Firestone tires and the questionable safety of the Ford Explorer.

In short, the situation is that in July of 2001, General Motors recalled approximately 48,600 1997 GMC Jimmy's due to a defective ball joint. The ball joint on the vehicle holds the tire in place during operation and during a failure, the steering on the vehicle would be lost and the car would undoubtedly veer suddenly, or at a high-speed, roll over.

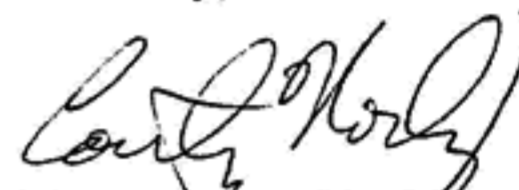
The General Motors recall notice (enclosed) states that this defect is caused due to corrosion and the recall is for vehicles in twenty states and the District of Columbia. Unfortunately, GM did not recall all of the effected vehicles. In January of 2002 GM voluntarily extended the warranty for the remaining 36,000 vehicles covering the ball joint in case of failure. This may seem like a remedy to the situation of the faulty ball joints but unfortunately, when a ball joint fails, all occupants are in danger of severe injury or death. General Motors also will not repair the damages unless the affected parties sign a waiver releasing General Motors of any liabilities and preventing the affected parties from discussing the matter with anyone.

As you can probably imagine, this happened to my wife while she was bringing my son to nursery school. Fortunately, the injuries sustained to my wife were considered non-catastrophic and our health insurance is covering much of her care. We truly feel fortunate in that regard. We do not feel fortunate in the regard that General Motors has refused, for the last 44 days, to fix our vehicle unless we agree to the gag order and refrain from notifying anyone regarding the dangers involved. I am enclosing a copy of the settlement form from General Motors. My wife and I will not sign the form due to the gag order clause that they refuse to black line from the agreement. We feel that it is our duty to inform the Attorney General's throughout the twenty states that have been affected by the partial recall of their defective product.

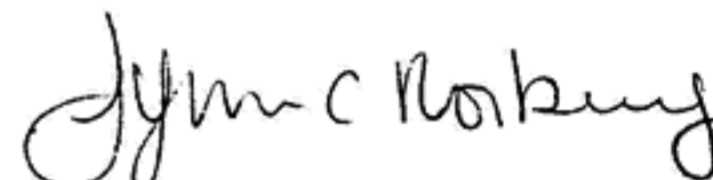
The bottom line is that people may die from this defect and General Motors is trying to effectively sweep this issue under the rug.

My wife and I sincerely hope that your office will investigate this issue and save lives in the process.

Sincerely,



Mr. Courtney Norbury



Mrs. Lynn Norbury
(781)925-9361

RELEASE OF ALL CLAIMS**FILE NO:** 8213-259-434601**KNOW ALL MEN BY THESE PRESENTS:**

That I, Lynn Norbury and Courtney Norbury, the Undersigned, being of lawful age, for the sole consideration of two thousand seven hundred fifteen dollars and ninety-two cents (*\$2,715.92) to the undersigned in hand paid, receipt whereof is hereby acknowledged, do/does hereby and for our heirs, executors, administrators, successors and assigns release, acquit and forever discharge ESIS/General Motors Corporation, Columbia GMC, Currier GMC and Ricky Smith GMC, and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, suppliers, corporations, associations or partnerships of and from any and all claims, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injury and property damage and the consequences thereof resulting or to result from the accident, casualty or event which occurred on or about March 14, 2002, at or near Hingham, MA.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said Releasees deny liability therefor and intend merely to avoid litigation and buy their peace.

The undersigned hereby declare(s) and represent(s) that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release, it is understood and agreed, that the undersigned rely/relies wholly upon the undersigned's judgment, belief and knowledge of the nature, extent, affect and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not mere recital. It is further understood that this settlement is a confidential settlement, the terms of which will not be disclosed to any third person except as required by law.

***This release does not include the Rawlings Company subrogation claim.**

ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 20__.

CAUTION: READ BEFORE SIGNING

WITNESS _____

Lynn Norbury LS

Courtney Norbury LS

State of _____ }

County of _____ }

On the ____ day of _____, 20____, before me personally appeared _____ to me known to be the person(s) named herein and who executed the foregoing Release and _____ acknowledged to me that _____ voluntarily executed the same.

My term expires _____, 20____

Notary Public

G. STEVEN ROWE
ATTORNEY GENERAL



Telephone: (207) 626-8800
TDD: (207) 626-8865

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

May 1, 2002

REGIONAL OFFICES:

84 HARLOW ST., 2ND FLOOR
BANGOR, MAINE 04401
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FAX: (207) 941-3075

44 OAK STREET, 4TH FLOOR
PORTLAND, MAINE 04101-3014
TEL: (207) 822-0260
FAX: (207) 822-0259
TDD: (877) 428-8800

128 SWEDEN ST., STE. 2
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

Courtney Norbury
34 Valley Beach Ave
Hull, MA 02045

Re: *General Motors Defective Ball Joints*

Dear Mr. Norbury:

Thank you for your letter of April 25, 2002. We will certainly keep it on file and be on the alert for complaints that match your situation. I am also forwarding your letter to the Center for Auto Safety, which along with NHTSA, does nationwide investigations of the kind you are seeking.

Sincerely,

A handwritten signature in black ink that reads 'James McKenna'.

James A. McKenna
Assistant Attorney General
(207) 626-8800
jim.mckenna@state.me.us

JAM/kle

cc: Center for Auto Safety, 2001 S Street, NW Suite 410, Washington, D.C. 20009