

NEW MOTOR VEHICLE BOARD

1507 21ST Street, Suite 330, Sacramento, California 95811

Telephone: (916) 445-1888 Legal Fax: (916) 323-1632 Mediation Fax (916) 323-1631

Legal E-mail: nmvp@nmvb.ca.gov Mediation E-mail: nmvpmediation@nmvb.ca.gov

Website: www.nmvp.ca.gov

Arnold Schwarzenegger, Governor
State of California

2008 MAR -5 AM 10:09
Dale E. Bonner, Secretary
Business, Transportation & Housing Agency

Alan J. Skobin, President Robert T. (Tom) Flesh, Vice President

Ramon Alvarez C. Ryan L. Brooks Sossi Keuylian Haig Papaian Glenn E. Stevens David W. Wilson

February 26, 2008

CL-10220 613-6967

National Highway Traffic Safety Administration Headquarters
1200 New Jersey Avenue, SE
West Building, Washington, DC 20590

Case #

Enclosed please find a copy of the complaint we received from [REDACTED] concerning his 2001 Honda Odyssey.

We are referring the complaint to you since the facts appear to raise a matter within your jurisdiction. We are continuing our efforts on behalf of the complainant and have suggested that the complainant contact you for additional assistance.

Sincerely,

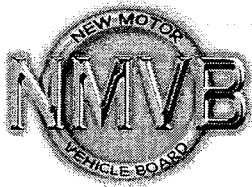
Jackie Grassinger
Mediation Services Representative

JG/ds

Enclosure

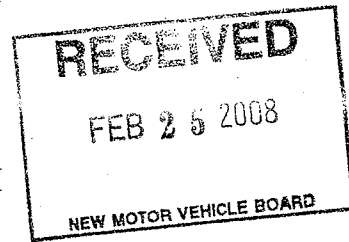
cc: [REDACTED]

ET
03/05/08
KB



NEW MOTOR VEHICLE BOARD
 Consumer Mediation Services Program
 1507 - 21st Street, Suite 330
 Sacramento, California 95811
 (916) 445-1888 (916) 323-1631 fax
 E-Mail: nmybMediation@nmyb.ca.gov
 Website: nmyb.ca.gov

C-0356-2008



MEDIATION REQUEST FORM

First Name: [redacted] Mi: [redacted] Last Name: [redacted]

Address: [redacted]

City: Syosset State: NY Zip Code: [redacted]

Telephone # (home): [redacted] Telephone # (business): [redacted]

E-Mail: [redacted]

Selling Dealer	Servicing Dealer	Manufacturer/Distributor
Name: Shearer Honda	Name: North Shore Honda	Name: American Honda Motor Co.
Address: 211 US Route 7 S	Address: 611 Glen Cove Rd	Address: 1919 Torrance Blvd.
City: Rutland	City: Glen Head	City: Torrance
State: VT Zip: 05701	State: NY Zip: 11545	State: CA Zip: 90501
Telephone# 802-773-4600	Telephone# 516-676-2300	Telephone# 800-999-1009

Vehicle(make)	Model	Year
Honda	Odyssey	2001
Date of Purchase / Lease March 2001	Vehicle License #	Current Mileage 111484
<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Lease	Mileage at Purchase / Lease 50	Vehicle I.D. No. 2HKRL18651H [redacted]
<input checked="" type="checkbox"/> New <input type="checkbox"/> Used	Type of Warranty on Vehicle <input checked="" type="checkbox"/> Manufacturer <input checked="" type="checkbox"/> Extended Warranty <input type="checkbox"/> No Warranty	

Have you given written notice of defects to manufacturer? Yes No

Has manufacturer (or designated agent) attempted repairs? Yes No

If yes, list repair dates: 1/28/08

COMPLAINT

Please explain the details of your complaint and the action you are seeking on the second page of this form, or attach a typed 1-2 page letter.

IMPORTANT NOTICE:

I understand a copy of this complaint may be sent to the dealer(s), manufacturer or distributor. Section 20 and 3000 of the California Vehicle Code make it unlawful to use a false or fictitious name or knowingly make false statements or knowingly conceal any material fact in any document filed with the New Motor Vehicle Board.

BASIS OF COMPLAINT		Sales:
<u>Mechanical Defects:</u>		
<input type="checkbox"/> Frame and Body	<input type="checkbox"/> Suspension system	<input type="checkbox"/> Contract
<input type="checkbox"/> Engine	<input type="checkbox"/> Tires	<input type="checkbox"/> Financing
<input checked="" type="checkbox"/> Transmission and Drive shaft	<input type="checkbox"/> Wheels	<input type="checkbox"/> Fraud
<input type="checkbox"/> Brake system	<input type="checkbox"/> Exhaust system	<input type="checkbox"/> Advertising
<input type="checkbox"/> Steering	<input type="checkbox"/> Inoperable accessories	<input type="checkbox"/> Damage by dealer during servicing
<input type="checkbox"/> Fuel system	<input type="checkbox"/> Cooling system	<input checked="" type="checkbox"/> Extended service contract
<input type="checkbox"/> Other	<input type="checkbox"/> Electrical system	

COMPLAINT – Explain the details of this complaint.

February 24, 2008

Re: American Honda Motor Co. (AHMC)
 D/B/A North Shore Honda/Saab
 611 Glen Cove Rd.
 PO Box 45
 Glen Head, NY 11545
 516-676-2300
 Reg # R7055191

I am the original owner of a 2001 Honda Odyssey, VIN # 2HKRL18651H [REDACTED], which I purchased new from Honda in March 2001. My case involves the failure of the transmission on this vehicle, the transmission warranty extension campaign conducted by AHMC and the offer I was provided by AHMC. According to information contained in the transmission warranty extension campaign obtained from the AHMC website, in September 2002 Honda was aware of transmission failure in Odyssey and Prelude models manufactured in model years 1999 – 2001. As a result of this recall Honda extended the transmission warranty coverage to 93 months or 109,000 miles for these select vehicles.

My Honda vehicle falls under the model and year of this warranty extension. In January 2008 I contacted AHMC Customer Service to notify them of the failure of my transmission. I spoke with Amanda Esquivel who instructed me to visit the service department of my local Honda dealer. On January 9, 2008 my vehicle was diagnosed by Carl Realmuto, Service Manager, North Shore Honda, Glen Head, NY who advised me my vehicle was experiencing a transmission failure consistent with the conditions outlined in the AHMC extended warranty campaign. On this date, I had owned the Honda vehicle for 82 months and 111,800 miles. By this time I had also been in contact with Liz Caldera, the manager assigned to my case by AHMC. Ms. Caldera advised me that although my vehicle ownership fell within the time period provided in the extended warranty campaign, the current mileage of my vehicle exceeded the warranty allowance by less than 3,000 miles (approximately 2%) and therefore full replacement coverage would not be provided by AHMC under the transmission warranty extension campaign. Both Ms. Caldera and Mr. Realmuto suggested a partial coverage may be provided by AHMC but that determination and its amount would be at the sole discretion of Mr. Russell XXX (surname would not be provided), the Honda District Parts and Service Manager and a superior of Mr. Realmuto. In conversation with Mr. Realmuto he informed me the amount of the coverage provided, again determined solely by Russell, would be based on a number of factors, including, whether I used a Honda dealer or independent provider for past service and my purchasing history with Honda. Ultimately I was advised by Ms. Caldera that Russell had determined AHMC would provide partial coverage and offered to replace my transmission for an out of pocket expense to me of \$1,600 + tax for full parts and labor. I was told by Ms. Caldera that I had no further recourse to arbitrate the \$1,600 offer, the determination of this amount, based on the factors described to me above are Russell's sole and final decision. Although I was extremely dissatisfied

with this offer and voiced my dissatisfaction to Ms. Caldera, I was left with no recourse but to move ahead with the replacement of the transmission at a total expense to me of \$1,731. For the protection and safety of my family, the immediate replacement of the transmission was mandated.

The partial coverage offer by AHMC, as determined by Russell, is completely inadequate and unjust. I am contacting your agency seeking your assistance in obtaining full warranty coverage for the replacement of the transmission and requesting a check from AHMC in the amount of \$1,731 be issued to me as reimbursement of my out of pocket expense. By identifying the transmission failure in 2002 and offering the extended transmission warranty campaign, AHMC clearly knew safety and operational problems existed with the 2001 Honda Odyssey transmission. Given the prior knowledge of AHMC, I am entitled to full warranty coverage under the extended campaign and am due reimbursement of \$1,731 from AHMC.

My family has been a loyal Honda customer for 25 years, having purchased two Honda vehicles in the past and intending to acquire additional Honda vehicles in the future. Until now, we have always been pleased with the performance of our Honda vehicles. I have always taken exemplary care of my vehicles, having routine service provided either by a Honda dealer or independent provider, on a regularly scheduled basis. Perhaps if I had not done so, the transmission would have failed sooner, certainly within the mileage allowance covered by this extension. But that has not been my history, for the safety and protection of my family I have opted to care for and service my vehicles properly and as scheduled. Having known transmission failure was inevitable, AHMC should have taken more diligent strides to inform owners of this pending failure. In failing to do so, AHMC should, without hesitation or delay, recognize the transmission failure was due to a manufacturing defect by Honda and take full responsibility for its replacement. Providing full replacement coverage is the right and just course of action for AHMC. Anything short of that level of coverage would represent total lack of concern by AHMC for complete customer safety and protection, particularly given the extended period of the known manufacturing defect and safety hazard of a transmission failure.

Prior to contacting your agency I submitted a formal request to AHMC seeking full warranty coverage and requesting full reimbursement of my expense. AHMC refused to provide any additional benefit. By contacting your agency and soliciting your assistance, I am hopeful your agency will be able to provide me with additional support in my quest to obtain reimbursement from AHMC in the amount of \$1731. I would be happy to provide your agency with any additional information or documentation you require to support my case.

Thank you for your time and assistance, I look forward to hearing from you.

[REDACTED]
Syosset, NY [REDACTED]
[REDACTED]