

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

OCT 19 2011

OCTOBER 7, 2011

[REDACTED]  
LANSDALE, PA [REDACTED]

ADMINISTRATOR  
NATIONAL HIGHWAY TRAFFIC  
SAFETY ADMINISTRATION  
1200 NEW JERSEY AVE., SE  
WASHINGTON, DC 20590

RE: NHTSA RECALL 11V-395

DEAR SIR OR MADAM,

THE NOTICE RELATES TO A DISCOVERED TANGIBLE DEFECT IN DESIGNATED RECORDS, AND TO ENSURE SAFETY IT PROVIDES FOR CORRECTION OF THE DEFECT. I HAVE NOT COMPLIED WITH YOUR INSTRUCTION TO MAKE APPOINTMENT FOR CORRECTION WITH MY DEALER. READ FURTHER, PLEASE.

FIVE YEARS AGO I HAD REPORTED A DEFECT TO MY DEALER CONCERNING OUR 2006 ACCORD. ITS WINDOWS WOULD OPEN UNPREDICTABLY AT ANY TIME WHILE PARKED, EVEN AT NIGHTTIME SLEEPING HOURS - WITHOUT COMMAND OF THE REMOTE. BOTH OF US IN OUR 80's, MY WIFE AND I WERE CONCERNED ABOUT PERSONAL SAFETY, INTRUSION, THEFT OF CONTENTS, ETC. ETC. THE PROBLEM CONTINUED FOR MONTHS WITHOUT SOLUTION, A LATENT DEFECT. OUR INSURER TOLD US WE WERE NOT COVERED FOR DAMAGES RESULTING FROM AN UNCORRECTED DEFECT.

I CAN'T BOTHER YOU WITH 3 YEARS OF EVENTS, AND OUR UNSUCCESSFUL SUIT AGAINST HONDA. FOR A SAMPLING OF FRUSTRATION, SCRUTINIZE THE ENCLOSEURES.

[REDACTED]

NH  
102711  
DW

MAY 12, 2007.

LANSDALE, PA

(GENERAL MANAGER)  
J. FREED INC.

DEAR MR. FRANKS,

MY WIFE AND I ARE EMOTIONALLY DRAINED. TO SAFEGUARD OUR SANITY, WE MUST TERMINATE THIS CHARADE. WE HAVE BEEN EXTREMELY PATIENT WHILE FREED'S PROFESSIONALS STRIVED TO DISCOVER AND REMEDY THE UNPREDICTABILITY OF OUR ACCORD'S WINDOW OPENINGS, AND WE COOPERATED BY SURRENDERING OUR CAR WHEN NEEDED FOR TESTING OR FOR HODDGEKILL SOLUTIONS. DURING A 6-MONTH PERIOD WE HAVE BEEN FORTUNATE (1) THAT OUR PERSONAL SAFETY HAS IN NO WAY BEEN COMPROMISED, (2) THAT OUR ACCORD OR ITS CONTENTS HAVE NOT BEEN STOLEN OR VANDALIZED, AND (3) THAT THE CAR'S INTERIOR WHEN SUBJECTED TO FOUL WEATHER HAS NOT SUFFERED DAMAGE. ALL OF THESE DISTINCT POSSIBILITIES, WHEN COUPLED WITH OUR INSURER'S WARNING THAT COVERAGE DOES NOT EXTEND TO DAMAGE FROM DEFECTS KNOWN IN ADVANCE, IS QUITE ALARMING.

WE WERE GRATIFIED A WEEK AGO TO LEARN WE WOULD MEET WITH YOU ON MAY 8TH, AND WE UNDERSTOOD THAT RON AND STEVE WOULD ATTEND. AGAIN, DEMONSTRATING OUR DESIRE TO COOPERATE, MY WIFE CANCELLED A DENTAL APPOINTMENT SO AS TO JOIN THE MEETING. WE HAD HOPED FINALLY TO DISCUSS SOME TYPE OF SETTLEMENT WHICH WOULD SERVE AS A CLOSURE TO MONTHS OF FEARS AND FRUSTRATIONS. WROO! NO RON, NO STEVE, INSTEAD, WE WERE INTRODUCED TO A HONDA REPRESENTATIVE WHO QUICKLY ASSUMED A DOMINANT ROLE AND HAD THE AUDACITY TO IMPEACH MY INTEGRITY ABOUT THE POSSIBILITY OF LYING.

FURTHER ABOUT HONDA! UPON RETURNING HOME THAT DAY, I PULLED MY RECORDS ON AUTOMOBILES FOR THE PURPOSE OF CHECKING IDENTITIES IN THE PURCHASE AGREEMENT. I FIND FREED REFERRED TO AS SELLER OR DEALER, THEN MYSELF AND MY WIFE AS PURCHASER OR CUSTOMER. THE REVERSE OF THE DOCUMENT (FAINT GRAY ON PINK BACKGROUND - DIFFICULT TO BE READ BY GLAUCOMA EYES) SPEAKS OF US AS CONTRACTUAL PARTIES. FINDING NO PROVISION TO ALLUDE TO A 3RD PARTY CONTRACTUAL RELATIONSHIP, IT HAS BEEN TO SEEMS FULLY PROPER TO ME THAT HONDA SHOULD BE EXCLUDED FROM OUR DISCUSSIONS AND THAT I SHOULD CONTINUE TO REGARD HONDA MERELY AS SUPPLIER AND GUARANTOR.

AT THE PSEUDO-MEETING I ATTEMPTED TO INTERJECT AN IMPORTANT CONSIDERATION - LATENT DEFECTS - BUT BOGDAN THE TOPIC WAS BRUSHED ASIDE BY TURKI. I WILL REVISE MY POINT ON PAPER ALTHOUGH I AM CERTAIN OF YOUR PRIOR AWARENESS.

A LATENT DEFECT EXISTS WHEN ITS CAUSE IS NOT DISCOVERABLE BY THE PARTIES AT INTEREST WITHIN A REASONABLE PERIOD OF TIME, A CONDITION WHICH CANNOT BE REMEDIED TO ACHIEVE ITS INTENDED PURPOSE.

I AM NOT AN ATTORNEY NOR HAVE I ENGAGED THE SERVICES OF ONE, BUT I CONTEND THAT WE ARE BURDENED HERE WITH AN IMPASSE ESTABLISHED BY A LATENT DEFECT. A REASONABLE PERIOD OF TIME HAS DEFINITELY ELAPSED. I MUST BE CONTRACTUALLY RESTORED BY FREED SOLELY. I DO NOT INTEND TO INTERFERE IN FREED'S DIRECT RELATIONSHIP WITH THE MANUFACTURER.

AS PREARRANGED, I WILL RETURN TO RON MILLER ON MAY 15TH, REQUESTING THAT MY DISABLED REMOTE BE RESTORED. HOWEVER, I CANCEL MY VERBAL AGREEMENT TO ALLOW HONDA A PERIOD OF 1 TO 3 MONTHS - FOR ADDITIONAL TROUBLESHOOTING.

I AWAIT YOUR POSITIVE RESPONSE!

SINCERELY,



JUNE 6, 2007

[REDACTED]  
LANSDALE, PA [REDACTED]

Ms. SHERRY HAYES, MANAGER  
AMERICAN HONDA CUSTOMER SERVICE  
P.O. Box 1149  
CYPRESS, CA 90630-9947

VIN 1HGCN56156A [REDACTED]

DEAR Ms. HAYES,

I APPRECIATE RECEIPT OF YOUR SATISFACTION STUDY QUESTIONNAIRE. CONTRARY TO ITS OPENING STATEMENT, PLEASE NOTE THAT I HAVE NEVER HAD THE OPPORTUNITY TO SPEAK WITH JEFF McCRAUGHEN, NOR DO I KNOW ANY INDIVIDUAL BY THAT NAME. I BELIEVE, HOWEVER, THAT YOU ARE REFERRING TO A CONTACT WITH HONDA CUSTOMER SERVICE WHICH WAS INITIATED ON MY BEHALF BY YOUR DISTRICT MANAGER JOSEPH McFADDEN OF MT. LAUREL, NJ, OR POSSIBLY BY GENERAL MANAGER DONALD FRANKS OF THE FREED DEALERSHIP IN LANSDALE, PA. MY WIFE AND I MET WITH THEM ON MAY 8 TO DISCUSS UNPREDICTABLE OPENINGS OF OUR 2006 ACCORD'S WINDOWS.

ALTHOUGH I HAVE ATTEMPTED TO COMPLETE YOUR FORM AS BEST I CAN, FOR BETTER UNDERSTANDING I HAVE DESCRIBED PERTINENT EVENTS CHRONOLOGICALLY IN NARRATIVE FORM. I INVITE YOUR ATTENTION TO THE ATTACHED DOCUMENT. MY APOLOGY FOR ITS LENGTH, BUT I WANTED YOU TO BE FULLY AWARE OF CIRCUMSTANCES.

IF THERE ARE FURTHER QUESTIONS, PLEASE CALL ME AT [REDACTED] ANY TIME OF DAY.

SINCERELY,  
[REDACTED]

ENCL 2

COPIES TO: DONALD FRANKS  
JOSEPH McFADDEN



HONDA

CUSTOMER SERVICE SATISFACTION STUDY

LANSDALE, PA  
1HGCM56156A

You recently spoke with Jeff McCaughan at American Honda's Customer Service Office to request information or assistance. We would appreciate your taking a few minutes to complete this questionnaire and tell us how we did.

Please return your completed questionnaire in the pre-addressed, postage-paid envelope that we have provided, or for your convenience, the questionnaire can be completed at <http://www.hondaacs.com/survey2.html>

Sincerely,

Sherry Hayes  
Manager, Automobile Customer Service

1. What was the main issue involved in your contact with American Honda's Customer Service Office?

<input type="radio"/> Sales	<input type="radio"/> Campaign/Recall	<input type="radio"/> General Information (e.g., literature, dealer location)
<input type="radio"/> Service	<input type="radio"/> AHFC (Finance)	<input type="radio"/> Website/Internet problems
<input type="radio"/> Parts	<input type="radio"/> Accessories	<input type="radio"/> Product
<input type="radio"/> Warranty	<input type="radio"/> Advertised Promotion	<input checked="" type="radio"/> Other: <u>ERRATIC WINDOW OPERATIONS</u>

INITIAL CONTACT (SEE COVER LETTER)

2. How soon did you receive a response back after your initial contact to the Customer Service office?

Same day     1-2 day     3-4 days     5 or more days

3. Please rate the timeliness of the response

Excellent	Very Good	Good	Fair	Poor	Not Applicable
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>

HONDA CASE MANAGER

	Excellent	Very Good	Good	Fair	Poor	Not Applicable
4. Please rate the overall support of your case manager	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>
5. Please rate Jeff McCaughan on the following:						
a. Courtesy	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Professionalism	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Understanding your request	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Knowledge	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
e. Helpfulness	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
f. Timeliness	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
g. Spent adequate time with you	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
h. Kept you informed	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
i. Kept commitments	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Comments: NO BASIS FOR RATING HIM.

Case #: N012007-05-0900803  
H2 Week #: 162 HG

PLEASE CONTINUE ON BACK

**FINAL OUTCOME**

6. Has your issue been resolved?  Yes  No

7. How many contacts did you make regarding this issue?  1  2  3  4  5 or more

8. Please rate your satisfaction with the final outcome

	Excellent	Very Good	Good	Fair	Poor	Not Applicable
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**YOUR VEHICLE**

9. Please rate your satisfaction with your vehicle

	Excellent	Very Good	Good	Fair	Poor	Not Applicable
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

10. If you were to purchase another automobile, how likely are you to purchase another Honda?

Definitely will  Probably will not  Probably will  Definitely will not

Why not? UNDECIDED

**YOUR DEALER** 27 YEARS CONTINUOUS SERVICE FOR 7 HONDAS - ENOUGH SAID.

11. Please rate your satisfaction with the dealer involved

	Excellent	Very Good	Good	Fair	Poor	Not Applicable
	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**ADDITIONAL COMMENTS**

PLEASE REFER TO MY COVER LETTER AND THE DETAILED NARRATIVE ATTACHED.

SEE ABBREVIATED COMMENTS BELOW.

THANK YOU FOR YOUR VALUABLE INPUT! American Honda Motor Co., Inc.  
1-800-999-1009

2 MONTHS WASTED - FORMAL COMPLAINT TO DEALER 11-28-06 WHICH WAS VERBALLY RENEWED EARLY IN DECEMBER WAS IGNORED BY DEALER UNTIL PRODDED ON 2-9-07. DEALER'S DIAGNOSTIC TESTING, DOOR SWITCH REPLACEMENT, FUSE BOX REPLACEMENT DID NOTHING TO SOLVE OR CORRECT THE PROBLEM.

APRIL WASTED - NO ACTION BY DEALER. CUSTOMER SUGGESTED SEEKING HONDA INPUT.

LATENT DEFECT EXISTS WHEN IT'S CAUSE IS NOT DISCOVERABLE, WHEN THE PARTIES AT INTEREST HAVE FAILED IN THEIR DISCOVERY EFFORTS WITHIN A REASONABLE PERIOD OF TIME, A CONDITION WHICH RESULTS AND CANNOT BE REMEDIED.

RECOMMENDATION: SINCE WE HAVE NO CLUE AS TO HOW HONDA RESOLVES A MATTER THAT HAS NO SOLUTION, WE CAN ONLY REPEAT WHAT WE SAID TO THE SALES MANAGER IN APRIL. WE TOLD HIM TO TAKE OUR DEFECTIVE CAR AND GIVE US A NEW ONE. IS THAT A FAIR EXCHANGE? NO! HONDA CANT BEGIN TO FULLY REPAY US FOR OUR 6 MONTHS OF MENTAL ANXIETY AND STRESSFUL FEAR OF EXPOSURE TO UNPREDICTABLE DANGERS, BUT HONDA BEARS A RESPONSIBILITY TO CONSIDER IT.

WE AWAIT YOUR PROMPT RESPONSE.



JUNE 6, 2007

VIN 1HGCM56156A [REDACTED]  
CHRONOLOGY OF ERRATIC EVENTS

2006

JUNE UPON RETURNING TO ACCORD IN WEIS PARKING AREA (REMOTE NOT USED) WE OBSERVED OPEN WINDOWS. WE DISCUSSED WITH FAMILY ON JULY 4, THEN DISMISSED IT.

SUMMER INTERMITTENTLY WHILE DRIVING, WE FELT AIR DRAFTS AND PULLED WINDOW TABS TO CLOSE THEM TIGHT.

SEPT. AT ANNUAL STATE INSPECTION CASUALLY MENTIONED THE FAULTY WINDOWS TO THE DEALER (FREED) ADVISOR, BUT HE SUGGESTED A FUTURE APPOINTMENT TO CHECK IT OUT.

NOV. ON 11-17, WE NOTICED ALL WINDOWS WERE SLIGHTLY OPEN (REMOTE NOT USED). WE SCHEDULED AN APPOINTMENT.

FREED INVOLVEMENT

NOV. ON 11-28, FREED PERSONNEL EXAMINED THE ACCORD, THEN INFORMED ME THAT ALL WINDOWS WERE OPERATING AS DESIGNED. WHEN I DISAGREED, I WAS TOLD TO BRING THE CAR BACK IF IT HAPPENED AGAIN BUT TO LEAVE WINDOWS IN THEIR OPEN POSITION.

DEC WE WERE CHRISTMAS SHOPPING AT BED, BATH & BEYOND, BUT IN THE PARKING LOT (REMOTE NOT USED), WE SAW ALL OF THE WINDOWS OPEN. PER FREED INSTRUCTIONS, WE KEPT THEM OPEN - NICE DAY, BUT WINDY - AND DROVE 3 MILES TO FREED. THE CHIEF SERVICE ADVISOR COULDN'T BELIEVE WHAT HE SAW, AND HE REMARKED THAT ANOTHER ACCORD OWNER MUST BE ON OUR FREQUENCY. HE SAID HE WOULD GIVE IT MORE THOUGHT AFTER THE HOLIDAYS.

2007

JAN. NO ADVICE FROM FREED. AS DAYS PASSED, MY WIFE AND I BECAME OVERLY CAUTIOUS, AND CHECKING OUR CAR WINDOWS WERE A PART OF OUR LIFESTYLE. LOOKING FROM THE BEDROOM AFTER ARISING ON SUNDAY 1-28, I WAS SHOCKED TO SEE WINDOWS ON THE PASSENGER SIDE SLIGHTLY OPEN! I WONDERED IF THEY HAD BEEN OPEN ALL NIGHT, AND IF OUR DRIVEWAY WAS AN UNSAFE PLACE TO PARK THE CAR. IN A DISCUSSION AGAIN WITH FAMILY MEMBERS, IT WAS DECIDED WE MUST INSIST ON FREED GIVING US MORE ATTENTION.

FEB. ON 2-9, I FAMILIARIZED THE SALES MANAGER WITH ALL OF THE FOREGOING EVENTS. HE ALREADY KNEW ABOUT THEM FROM TALKS WITH THE SERVICE ADVISOR.

ON 2-13, I CALLED THE SALES MANAGER AGAIN. SINCE HE WILL BE AWAY FROM THE OFFICE FOR 2 WEEKS, HE HAS DESCRIBED OUR FRUSTRATIONS TO THE SERVICE MANAGER WHO WILL BE AVAILABLE TO DISCUSS OUR QUESTIONS.

ON 2-16, ACCORD WINDOWS OPEN AGAIN. I WAS UNABLE TO REACH THE SERVICE MANAGER. LATER IN THE DAY THE SERVICE ADVISOR INFORMED ME THAT "DIAGNOSTIC TESTING" BY A FACTORY-TRAINED TECHNOLOGIST WAS BEING SCHEDULED.

ON 2-21, WE SURRENDERED THE ACCORD FOR OVERNIGHT TESTING.

ON 2-22, WE RETRIEVED OUR CAR AND LEARNED THAT FREED WAS ORDERING A REPLACEMENT DOOR SWITCH.

MAR. ON 3-5, FREED REPLACED THE DRIVER SIDE DOOR SWITCH.

ON 3-16, I DISCOVERED IN EARLY MORNING THAT FREED FORGOT TO RE-PROGRAM THE COMPUTERIZED REMOTE; I WAS LATE FOR MY OPHTHALMOLOGIST'S LASER PROCEDURE.

ON 3-18, THE REMOTE WAS RE-PROGRAMMED. THE TECHNOLOGIST REVIEWED THE MANUAL'S OPERATING PROCEDURE IN OUR PRESENCE TO ASSURE PROPER WINDOW OPERATION, BUT HE SAID HE COULD NOT GUARANTEE AGAINST THE UNPREDICTABLE OPENING OF THE WINDOWS.

ON 3-22, WE TOOK THE TRAIN TO PRIN. FOR MY WIFE'S QUARTERLY PULMONOLOGIST APPOINTMENT. YES, THE ACCORD'S WINDOWS WERE ALL OPEN AT THE RAILROAD PARKING LOT. WE MEASURED  $1\frac{1}{2}$ ". THE SALES MANAGER ARRANGED FOR AN ENTERPRISE RENTAL CAR AND WE LEFT OUR ACCORD WITH FREED.

ON 3-23, AS REQUESTED BY THE SALES MANAGER, WE RETURNED THE RENTAL CAR TO FREED AND RECEIVED A LOANER.

NOTE: UNPREDICTABILITY OF REPETITIOUS OCCURRENCES CAUSES FEAR OF BODILY HARM, EMOTIONAL UPSET, AND MENTAL ANXIETY. WE PHONED OUR ACCORD INSURER (SAME COMPANY 40+ YEARS) TO CHECK ON OUR COVERAGES FOR: (A) DAMAGE TO INTERIOR FROM SOUL WEATHER, (B) DAMAGE BY VANDALISM OR THEFT OF CONTENTS, AND (C) THEFT OF CAR ITSELF. THE INSURER'S REPLY WAS QUICK:  
YOU ARE NOT COVERED FOR AN INCIDENT WHICH ARISES FROM A DEFECT KNOWN IN ADVANCE AND WHICH HAS NOT BEEN REMEDIED.

MAR. ON 3-29, FRED ASKED US TO RETURN THE LOANER, AND OUR ACCORD WAS GIVEN BACK TO US. WE UNDERSTOOD THAT A NEW FUSE BOX HAD BEEN INSTALLED.

ON 3-31, FIRST TRIP OF MORE THAN 25 MILES SINCE LAST SUMMER. NO PROBLEMS!

APR. ON 4-19, WE WENT TO BALL GAME, BUT IN GOING BACK TO PARKING LOT (REMO NOT IN USE) WE OBSERVED THE FRONT WINDOW ON PASSENGER SIDE TO BE FULLY OPEN, ALL OTHERS TIGHTLY CLOSED.

ON 4-20, WE ASKED SALES MANAGER (AS PROVIDED ON P. 278 OF OWNER'S MANUAL) TO SOLICIT HONDA HELP.

ON 4-25, ALL WINDOWS WERE SLIGHTLY OPEN IN DRIVEWAY.

MAY ON 5-3, ALL WINDOWS HAD OPENED ABOUT 1" WHILE WE SHOPPED AT SUPER FRESH.

ON 5-4, FRED SALES MANAGER ARRANGED FOR MEETING WITH GENERAL MANAGER, SCHEDULED FOR 5-8.

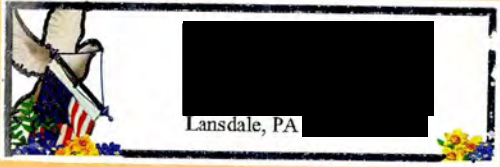
### HONDA INVOLVEMENT

MAY ON 5-8, MY WIFE AND I MET WITH DEALER'S GENERAL MANAGER AND HONDA'S DISTRICT MANAGER. WHEN I TRIED TO DISCUSS LATENT DEFECTS THE TOPIC WAS BRUSHED ASIDE. AT THE END OF AN UNPRODUCTIVE MEETING WE WERE ASKED TO ALLOW OUR REMOTES TO BE DE-ACTIVATED FOR A WEEK. WE AGREED.

ON 5-15, WE RETURNED TO HAVE REMOTE BATTERIES INSTALLED, BUT DEALER REQUESTED A SECOND WEEK.

ON 5-22, SAME SCENARIO. WE INSISTED THIS NONSENSE MUST END AND REQUESTED A SETTLEMENT OFFER BY 5-25.

ON 5-25, INSTEAD OF SETTLEMENT, WE WERE QUOTED FIGURES ON A TRADE-IN WHICH WE HAVE TEMPORARILY REJECTED. ADD, WE ARE STILL CONFINED A MONTH LATER TO MANUAL OPERATION.



ADMINISTRATOR  
NATIONAL HIGHWAY TRAFFIC  
SAFETY ADMINISTRATION  
1200 NEW JERSEY AVE., SE  
WASHINGTON, DC 20590

