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

CI-10462658 - 3884

[redacted]
Waltham, MA [redacted]

JUN 14 2012

June 8, 2012

American Honda Motor Co., Inc.
1919 Torrance Boulevard
Torrance, CA 90501-2746
Attention: Mediation Department
Case No. N012012-05-2200235

Mr. Rob Giacchino
Honda Cars of Boston
100 Broadway, RT 99
Everett, MA 02149
Order No. 85016/ Customer No. 71945

Dear Sirs:

I am writing to you under the provisions of the Massachusetts Lemon Law (Massachusetts General Laws, Chapter 90, Section 7N1/2), the Massachusetts Consumer Protection Act (Massachusetts General Laws, Chapter 93A, Section 9) and Section 2 of the Uniform Commercial Code ("UCC"). I am writing to request relief as outlined in the aforementioned statutes.

I believe that the new 2012 Honda Accord Sedan Model EX-L-V6 with a Navigation System, VIN 1HGCP3F82CA[redacted] (the "Vehicle") that I purchased for cash (inclusive of a credit card deposit) from Honda Cars of Boston in Everett, MA on April 25, 2012, with an odometer reading of 85 miles, is a "lemon" as defined under MGL c. 93A, §7N1/2. Further, I believe that American Honda Motor Co., Inc. ("AHM" or the "Manufacturer") and its authorized dealer, Honda Cars of Boston (the "Dealership"), have engaged in unfair or deceptive acts and/or practices from the inception of this transaction on April 22, 2012 through my most recent communication with AHM on June 4, 2012.

Since taking delivery of the Vehicle on April 25, 2012, I have returned it eight (8) times to only authorized Honda dealership(s) to correct a defect related to shaking/vibration in the steering wheel which occurs at highway speeds between 60-80 MPH. The Vehicle has been road tested by Honda Service Repair Managers at two different dealerships and the AHM District Parts & Service Manager ("AHM DPSM") for a total of over 126 miles and each time it is acknowledged and documented that a vibration in the steering wheel exists.

Within the first seven days of ownership of the Vehicle, I twice brought the Vehicle in for service and immediately notified the Dealership, per the notice provisions contained in the Motor Vehicle Purchase Agreement under "Additional Provisions" (reference Attachment A), that the Vehicle was not operating properly. The Vehicle was first brought in for service on April 28, 2012 (See Work Order/ Repair Attempt No. 1), and when on the following day April 29, 2012, the defect remained the Dealership was notified by phone, and the Vehicle was subsequently brought to the Dealership on Monday, April 30, 2012 for repair (See Work Order/ Repair Attempt No. 2, which is incorrectly dated May 1, 2012). From April 29, 2012 through May 29, 2012 I have been in contact with the Dealership on at least 14 occasions including a phone conversation with the Owner of Honda Cars of Boston on May 24, 2012 (after the

NM
062112
DW

fourth repair attempt) and a face to face meeting with said Owner on May 25, 2012 wherein I requested that my purchase price be refunded in full, or as a second alternative I be offered an in-kind replacement vehicle at no additional cost to me.

My demand for relief follows after eight repair attempts by Honda authorized technicians including, the Manufacturer's final repair opportunity which was conducted on June 4, 2012, to correct the defect. At the conclusion of the fourth repair attempt by the Dealership, and reportedly with consultation from the Manufacturer, the written representation per Work Order dated May 24, 2012 was that the **"Vehicle is considered to he operating normally"**. This representation is again repeated in the Work Order dated June 4, 2012 (Honda Village) which states that after a 6 mile road test ranging from 30 – 80 MPH the Service Manager "**did not feel any abnormal vibration**", despite the Consumer's complaint that on this date (June 4, 2012) and three days prior on June 1, 2012 the steering wheel and front passenger seat were shaking substantially after traveling approximately 100 miles at highway speeds and after the tires were rebalanced at this dealership the prior day, May 31, 2012.

The below Summary and attached Work Orders (Reference Attachment B) document the number of times, dates, and repair attempts conducted by Honda authorized repair technicians to correct the shaking/vibration. Please note on May 25, 2012 the direction to bring the Vehicle to Honda Village in Newton, MA (for a fifth repair attempt, despite having 24 hours earlier been told this "vibration" was a normal operating characteristic of the Vehicle) came from the AHM DPSM on the basis that this dealership had the equipment to conduct a road force balance test. At this point in time, AHM knew or should have known that 3 or more repair attempts had been conducted whereby triggering notice to the Manufacturer for one more repair opportunity, not to exceed 7 business days. On May 31, 2012 the AHM DSPN was given and also faxed to the attention of the AHM Regional Manager a summary of the chronology of events (Reference Attachment C) provided by the Consumer. When the AHM DPSM conducted her own road test of the Vehicle on May 31, 2012, she orally represented the condition as "Not Acceptable". When on June 4, 2012, I asked the AHM Regional Manager for a copy of the written claim report submitted by the AHM DPSM, I was told that these records only become public, if subpoenaed by an attorney.

Summary of Repair Attempts after Consumer Complaints of Shaking/Vibration in Steering Wheel

April 28, 2012 – Rebalanced all four tires and rotated tires (Honda Hyannis)

April 30, 2012 – Rebalanced all tires, as needed (Honda Cars of Boston). Note Work Order has incorrect date of May 1, 2012

May 14, 2012 – Replaced left front tire after determination that the tire had a shifted belt. (Honda Cars of Boston)

May 24, 2012 – Replaced all four wheels and tires. (Honda Cars of Boston)

May 25, 2012 – Performed road force balance on all four wheels (Honda Village)

May 29, 2012 – Checked all tires and reset TPMS light after testing all sensors (Honda Village)

May 31, 2012 – Vehicle was road tested by AHM DSPM. AHM DSPM directed Honda Village to perform a road force balance on all four wheels

June 4, 2012 – Final Repair Opportunity. Per the direction of AHM Regional Manager (located in Torrance, CA) Vehicle was to be road tested only. No further repair attempt was conducted by Honda Village.

On June 1, 2012 the Consumer again reported complaints to the AHM DSPM, AHM Regional Manager, and the Dealership that the Vehicle was vigorously shaking at highway speeds. The AHM Regional Manager indicated that the Vehicle should be brought back to a dealership. It was determined that the Vehicle would be brought to Honda Village on June 4, 2012 and that arrangements would be made to provide a loaner Vehicle to the Consumer. On June 4, 2012 the Vehicle was again road tested but no other repair attempt was undertaken. After speaking with the dealership at Honda Village, the AHM Regional Manager verbally indicated to the Consumer that the Manufacturer's determination for this Case was that no further action(s) would be taken by the Manufacturer and that the Manufacturer would not provide any relief as this matter "**appears to be a characteristic of the Vehicle and not related to safety**". As the Consumer, I maintain that this serious defect continues and substantially impairs the use, market value and/or safety of my Vehicle.

I further believe that the conduct that has occurred relating to unfair or deceptive acts relates to several factors including, but not limited to:

1) Whether the Manufacturer and/or Dealership knew or should have known and therefore should have disclosed, prior to purchase, that the model vehicle has a history of shaking/vibration issues dating back to 2008 (at which time the Manufacturer changed the design of the suspension). Reference is made to this very same consumer concern reflected in one hundred and eleven (111) consumer posts which I discovered on June 2, 2012 at the website of Edmonds.com (**http://townhall-talk.edmunds.com/direct/view/.f197b14/0**) and in the most recent complaint of a similar safety claim filed in 2012 with the National Highway Traffic Safety Administration dated February 3, 2012 (copy which may be found at **http://safercar.gov**)

2) When taking delivery of the Vehicle I had specifically inquired if the Vehicle had been fully prepped by the Dealership. Despite affirmative assurances to the same, the Dealership's business practice to responsibly and properly "prep" the Vehicle remains in serious question as the Vehicle violently shook the first time it was driven by the Consumer on the highway (see Work Order Repair Attempt Nos. 1and 3).

3) Prior to entering into the sales transaction at the Dealership on April 22, 2012, my husband and I test drove a like model to the one I intended to purchase. Neither of us felt any vibration from this particular vehicle during the highway road test. After the road test, I had asked the salesperson how the 2012 models handle and he said "these cars sell themselves they handle so well". Having owned 3 previous Honda Accord Sedans of a similar model in the last 12 years, I had no reason to doubt this statement or the implied warranty associated with the transaction. Given that the position of AHM is that that shaking/vibration is as they represent a common operating characteristic of the vehicle and this position is also allegedly validated by the Dealership road testing another similar vehicle on the lot (Per Work Order dated May 24, 2012), it has now become apparent that their intent was to waste my time and that of my husband's time by having us repeatedly bring the Vehicle back for repairs on four (4) additional occasions. Repairs that Honda had no apparent intention of actually repairing, as all was "apparently operating normally" from their perspective.

4) The Dealership, to date, has not honored its own policy to remit a $100.00 Customer Referral Fee to the individual who referred me to the Honda Cars of Boston dealership.

I believe that these acts or practices are declared unlawful by Section 2 of Chapter 93A, which declares unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce unlawful.

This letter serves as my request for direct, indirect and consequential damages, including but not limited to attorney fees. Under the provisions of Section 9 Chapter 93A, I am providing you with the opportunity to make a written offer of settlement of this claim within 30 days. If you fail to make a good faith offer of settlement in response to this request, and I institute legal action, a court may award me double or triple damages, and attorney's fees and costs, if the court finds in my favor. I may be reached at the address written above or at [redacted] and my attorney, Michael K. Gillis, Esq. of Gillis & Bikofsky, P.C. may be reached at 1150 Walnut Street, Newton, MA 02461 or at (617) 244-4300.

I look forward to an immediate resolution of this consumer protection matter.

[redacted]

Attachments:
Attachment A (Additional Provisions)
Attachment B (Work Orders)
Attachment C (Summary of Chronology of Events as of May 30, 2012)

cc: Martha Coakley, Massachusetts Attorney General
Honda Village, Newton, MA
Chase Freedom Credit Card (dispute dept.)
✓National Highway Traffic Safety Board
John Adams, GM of Manufacturing and Director of Honda America Mfg, Inc.
Better Business Bureau
Consumer Reports

ATTACHMENT A

ADDITIONAL PROVISIONS

I agree to accept delivery of the vehicle purchased by me within forty-eight (48) hours after I have been notified by you that it is ready for delivery and to pay the cash due on delivery simultaneously with its delivery.

If I traded a car or truck to you and failed to take delivery, as aforesaid, you agree - (i) If the trade-in has not been sold or disposed of to return it to me upon payment of reasonable storage charges for the period I left it in your possession together with all expenses incurred by you in reconditioning it, repairing it and preparing it for sale, or (ii) if the trade-in has been disposed of, to pay me an amount equal to the actual sales price less a selling commission in the amount of twenty percent (20%) of the sales price and all expenses incurred by you in reconditioning it, repairing it and preparing it for sale.

If the car or truck to be traded in is not to be delivered to you until I take delivery of the vehicle purchased by me, it is agreed and understood that the trade-in may, at your option be reappraised at such time and, in accordance with and subject to limitations imposed by applicable law and regulation, the cash difference to be paid by me on delivery will be adjusted accordingly.

If the vehicle purchased by me is not in inventory and must be ordered from the manufacturer, it is agreed and understood that the manufacturer may change prices under certain circumstances permitted by applicable law, colors, materials, equipment, specifications and models and also discontinue the manufacture of the same or any component thereof. If I do not agree in writing to any such change and to pay any lawful additional cost occasioned thereby or charged by the manufacturer, this Motor Vehicle Purchase Contract shall be deemed cancelled by me and you will promptly refund my deposit, return my trade-in (if it has not been disposed of) or, if it has been disposed of, pay the net proceeds derived from its sale computed as set forth above.

I acknowledge that delays may be experienced by you in obtaining the vehicle purchased by me which are beyond your control. For this reason I further acknowledge and understand that any time for delivery quoted in this Motor Vehicle Purchase Contract is for informational and planning purposes only and shall not be binding upon either of us. You will keep me informed of the progress of this transaction and if delays may be encountered.

I acknowledge and understand that you have not warranted or represented the mileage as shown in the odometer of the used car or truck purchased by me to be accurate.

In the event I take delivery of the vehicle purchased by me and pay all or any portion of the price (including deposit) in any manner other than cash, bank or certified check, title thereto shall not pass until payment has been finally settled. In the event any uncertified personal check or other form of payment is for any reason whatsoever dishonored or refused you shall have a security interest in and to said vehicle and the rights and remedies of a secured party under the Uniform Commercial Code. In the event the amount quoted by me or the holder of any lien covering the trade-in is not correct and the amount necessary to satisfy any such lien exceeds the amount taken into account in the obverse side of this Motor Vehicle Purchase Contract, I agree to pay such deficiency immediately upon demand therefor. In the event I fail to disclose the existence of a lien covering the trade-in and you pay or otherwise satisfy the same, you shall have a security interest in and to the vehicle purchased by me and the rights and remedies of a secured party under the Uniform Commercial Code.

I agree to pay all costs incurred by you, including reasonable attorneys' fees, in enforcing your rights under this Motor Vehicle Purchase Contract.

(IF THIS CONTRACT COVERS A USED CAR) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

I agree to pay all costs incurred by you, including reasonable attorneys' fees, in enforcing your rights under this Motor Vehicle Purchase Contract.

ATTENTION PURCHASER: If you have mechanical or operating problems or if this vehicle does not pass safety inspection within seven (7) days of purchase, you should notify the dealer immediately. He may be required to fix the vehicle or refund your money. This vehicle is covered by the implied warranties of merchantability and fitness for a particular purpose. THESE IMPLIED WARRANTIES ARE IN ADDITION TO ANY OTHER WARRANTIES GIVEN BY THE DEALER.

[redacted]
WALTHAM, MA
HOME: [redacted] C ONT:N/A CELL:
EMAIL:

1ST REPAIR ATTEMPT

Invoice #: 429326
Tag #: +122
Customer #: 5762
Service Advisor: 363 PATRICK MCPHERSON

ORIGINATED 04/30/12 CONTINUED

Hyannis HONDA
660 West Main St. - Hyannis, MA 02601
Service: 508.778.7878
Body Shop: 508.771.1760
Fax: 508-775-4532
www.hyannishonda.com
service@hyannishonda.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	MILEAGE OUT
WHITE	12	HONDA ACCORD	1HGCP3F82CA[redacted]		210	210

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	P.O. NO.	RATE	PAYMENT	INV. DATE	R.O. OPENED	READY
01JAN12 D		01JAN2012	20:00 28APR12		101.00	CASH	28APR12	28APR12	28APR12

OPTIONS:

Service Hours

Mon - Fri: 8:00AM - 5:00PM
Thurs: 8:00AM - 8:00PM
Sat: 8:00AM - 2:00PM

We at Hyannis Honda strive to make your service experience an "EXCELLENT" one.

If for any reason you don't feel you had "EXCELLENT" service, please call me and I will make it right.

Regards,

Rene Dansereau
Service Manager

		LIST	NET	TOTA
A	CUST STATES SHIMMY FELT IN STEERING WHEEL AT 60-65 MPH, VEHICLE JUST PURCHASED			
	MISC MISC REPAIR			
	306 CH 0.00 hrs.			
	LABOR: 0.00 PARTS: 0.00 OTHER: 0.00 TOTAL LINE A:		$	0.0 0.0
	210 REBALANCED ALL FOUR TIRES, ROTATED TIRES WITH LEAST ROADFORCE TO FRONT AXLE			
B	[redacted]			
	CELL CELL PHONE NUMBER			
	306 CH 0.00 hrs.			
	LABOR: 0.00 PARTS: 0.00 OTHER: 0.00 TOTAL LINE B:		$	0.0 0.0

IF YOU HAVE QUESTIONS ABOUT REPAIRS AFTER PICK UP, PLEASE CALL YOUR SERVICE ADVISOR.
PLEASE NOTE!!!!
SERVICE CLOSES AT 5:00PM
YOUR CAR MUST BE PICKED UP BY 6:00PM

ATTACHMENT B

Customer Copy

DISPOSAL OF HAZARDOUS WASTE
The State of Massachusetts requires that all hazardous waste (Oil, Solvents, Anti-Freeze, etc.) must be disposed of by a licensed contractor in an environmentally safe manner.
Any charges for disposal of hazardous waste reflects our conformity to state law in addition to our concern for the preservation of the environment.

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty or merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing of that data with the manufacturer for diagnostic and research purposes.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.0
PARTS AMOUNT	0.0
GAS, OIL, LUBE	0.0
SUBLET AMOUNT	0.0
MISC. CHARGES	0.0
TOTAL CHARGES	0.0
LESS DISCOUNT	0.0
SALES TAX	0.0
PLEASE PAY THIS AMOUNT	0.0

SERVICE: 508-778-7878

2ND
Visit Repair Attempt

VIBRATION
DAYS
OF
OWNERSHIP

Honda Cars of Boston

100 Broadway - Route 99 EVERETT, MA. 02149
A REPUTATION YOU CAN TRUST
Tel. (617) 381-9000 Fax (617) 389-0882
1-800-65HONDA
www.hondacarsofboston.com

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
71945	JAY GRATTON 175	9441	05/01/12	HOCS311849

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		368	WHITE DIAMO	3390

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HONDA/ACCORD SEDAN/4DR EXL V6 NAV	04/25/12	85

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 H G C P 3 F 8 2 C A [redacted]		

R.T. E. NO.	R.O. NO.	R.O. DATE
		04/30/12

[redacted]
WALTHAM, MA [redacted]

[redacted]

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
[redacted]		

LABOR & PARTS----------

J# 1 10HOZ01	DRIVEABILITY CONCERN	TECH(S):314	0.00

THERE IS A BAD VIBRATION FELT IN STEERING WHEEL AND IN
THE SEAT AROUND 65 MPH
WE REBALANCED ALL TIRES AS NEEDED

JOB # 1 TOTAL LABOR & PARTS 0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] CHARGE [ ] OTHER

New extended service hours as of March 21, 2011
Monday through Friday 7am-7pm
Saturdays 8am-4pm
We hope you had an "Excellent" experience with our service department and will count on us for all of your vehicle's service needs. Sincerely, Your Honda Service Team

CUSTOMER SIGNATURE

HONDA

Maintain the Quality
with Genuine Honda Parts and Service

Thank you for having your vehicle serviced at Honda Cars of Boston. We realize that you have many choices when it comes to servicing your Honda.

We value your opinion about your experience with our dealership. Please feel free to contact us with any questions, concerns, comments or suggestions. You may soon receive a survey from American Honda. We would appreciate it if you would take the time to complete and return the survey. The information that you provide will help us to enhance our service in the future.

Again, thank you for the opportunity to service your Honda.

Steve Whalen
Service Manager
617-381-9000 or
1-800-65HONDA
swhalen@hondacarsofboston.com

HOIS313016

HONDA

CARS OF BOSTON

100 Broadway - Route 99 EVERETT, MA. 02149
A REPUTATION YOU CAN TRUST
Tel. (617) 381-9000 Fax (617) 389-7146

HOIS313016

3RD REPAIR ATTEMPT

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
71945	ERIC MARCELLO 255	1778	05/14/12	HOIS313016

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		730	WHITE DIAMO	3390

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HONDA/ACCORD SEDAN/4DR EXL V6 NAV	04/25/12	85

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1HGCP3F82CA[redacted]		

F. T. E. NO.	P. O. NO.	R. O. DATE
		05/14/12

[redacted]
WALTHAM, MA [redacted]
[redacted]

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
[redacted]		

LABOR & PARTS----------

J# 1 10H0Z01 DRIVEABILITY CONCERN HOURS: TECH(S):314 0.00

C/S THAT THE VECHICLE VIBRATES OVER 60MPH. LAST SERVICE
THE TIRES WERE BALANCED AND THE VIBRATION CONTINUED.
CUSTOMER BROGHT THE VEHICLE TO HYANNIS HONDA TO HAVE THE
VEHICLE LOOKED AT AND THEY BALANCED THE TIRES TOO BUT STILL
DID NOT CORRECT THE VIBRATION. THE VIBRATION CAN BE FELT
IN THE SEAT AS WELL AS THE STEERING WHEEL. CHECK AND ADVISE.
TECHNICIAN NOTED THAT THE LEFT FRONT TIRE HAS A SHIFTED
BELT
MOUNT AND BALANCED NEW TIRE AS NEEDED

JOB # 1 TOTAL LABOR & PARTS 0.00

TOTALS----------

CONTROL#	ACCOUNT NUMBER	AMOUNT..
3390		

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC.CHG.	0.00
TOTAL MISC.DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

APPROVED BY SIGNATURE

********** DUPLICATE INVOICE **********

SERVICE FILE COPY-I

[END OF INVOICE] 10:09am

HONDA CARS OF BOSTON
100 Broadway - Route 99 EVERETT, MA. 02149
A REPUTATION YOU CAN TRUST
Tel. (617) 381-9000 Fax (617) 389-0882
1-800-65HONDA
www.hondacarsofboston.com

4 M Repair Attempt

Odometer Out 1064

CELL: [redacted]

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
71945	ERIC MARCELLO 255	2110	05/24/12	HOCS313979
[redacted]	LABOR RATE / LICENSE NO. / MILEAGE: 1,040		COLOR: WHITE DIAMO	STOCK NO.: 3390
WALTHAM, MA [redacted]	YEAR/MAKE/MODEL: 12/HONDA/ACCORD SEDAN/4DR EXL V6 NAV		DELIVERY DATE: 04/25/12	DELIVERY MILES: 85
[redacted]	VEHICLE I.D. NO.: 1 H G C P 3 F 8 2 C A [redacted]		SELLING DEALER NO.	PRODUCTION DATE
	R.T.E. NO.	P.O. NO.	R.O. DATE: 05/24/12	
[redacted] BUSINESS PHONE	COMMENTS			

LABOR & PARTS---------- WARRANTY

J# 1 10HOZ01 DRIVEABILITY CONCERN TECH(S):99

C/S THAT THE STEERING WHEEL VIBRATES AT HIGHWAY SPEEDS AFTER WE REPLACED TIRE WITH SHIFTED BELT. CUTOMER STATES THAT THE VIBRATION HAS IMPROVED BUT IS STILL FELT AT HIGHWAY SPEEDS. THE LEFT FRONT TIRE WAS REPLACED DURING LAST SERVICE. CHECK AND ADVISE.
STEVE WHALEN DROVE CAR ON THE HIGHWAY AND FELT SLIGHT VIBRATION IN THE STEERING WHEEL AT 65-70 MPH. REPLACED ALL 4 WHEELS AND TIRES WITH NEW VEHICLE IN INVENTORY CHECKED BALANCE AND AIR PRESSURE AND TEST DROVE VEHICLE AT 65-70 MPH. SLIGHT VIBRATION FELT IN STEERING WHEEL AT 65-70 MPH. TEST DROVE SAME MODEL VEHICLE FROM NEW CAR INVENTORY AND FEL T SIMILAR VIBRATION IN FACT SLIGHTLY WORSE THAN VEHICLE OF CONCERN. VEHICLE IS CONSIDERED TO BE OPERATING NORMALLY.

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	INTERNAL
JOB # 1	1	GAS	GAS		
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

ESTIMATE----------
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING
ORIGINAL ESTIMATE OF $0.00 (+TAX)

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	-0.00-
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DISCOVER
[ ] CHARGE [ ] OTHER

New extended service hours as of March 21, 2011
Monday through Friday 7am-7pm
Saturdays 8am-4pm
We hope you had an "Excellent" experience with our service department and will count on us for all of your vehicle's service needs. Sincerely, Your Honda Service Team

CUSTOMER SIGNATURE

Thank you for having your vehicle serviced at Honda Cars of Boston. We realize that you have many choices when it comes to servicing your Honda.

We value your opinion about your experience with our dealership. Please feel free to contact us with any questions, concerns, comments or suggestions. You may soon receive a survey from American Honda. We would appreciate it if you would take the time to complete and return the survey. The information that you provide will help us to enhance our service in the future.

Again, thank you for the opportunity to service your Honda.

Steve Whalen
Service Manager
617-381-9000 or
1-800-65HONDA
swhalen@hondacarsofboston.com

hondavillage

Putting Our Customers First

371 WASHINGTON STREET
NEWTON, MA 02458
(617) 965-8200

5TH REPAIR ATTEMPT

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
49265	TONY SALTALAMACCHI 1183	994	05/25/12	HOCS487485

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		1,154	WHITE/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HONDA/ACCORD		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1HGCP3F82CA[redacted]		

R.T.E. NO.	P.O. NO.	R.O. DATE
043033346		05/25/12

~~HONDA CARS OF BOSTON~~
~~100 BROADWAY RT 99~~
~~EVERETT, MA 02149~~
[redacted]

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
617-381-9000	617-389-1700	

LABOR & PARTS

J# 1 14HOZROADFORCE *ROAD FORCE BALLANCE TECH(S):74 0.00
CUSTOMER STATES TRE STEERING WHEEL IS SHAKING AT
60-TO-70-MPH
PERFORMED ROAD FORCE BALLANCE ON ALL 4 WHEELS.
SET ALL TIRE PRESSURE AND ROAD TESTED A TOTAL OF 13 MILES

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 01HOZQC QUALITY CONTROL TECH(S):74 0.00
PLEASE HAVE THIS VEHICLE QUALITY INSPECTED BY SHOP
COORDINATOR FOR QUALITY CONTROL PURPOSES.
VEHICLE WAS INSPECTED AND PASSED QUALITY CONTROL INSPECTION
BY SHOP COORDINATOR.

JOB # 2 TOTAL LABOR & PARTS 0.00

TECHNICIAN CERTIFICATION

74 STEPHEN F BREEN D004584

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

****
Please rate your experience with Honda Village:

Your feedback is important to us, please take a moment and rate us Honda Village on 3rd party websites such as:

WWW.DEALERRATER.COM WWW.GOOGLE.COM WWW.YELP.COM

We encourage you to join our facebook page, where we offer contests, unadvertised specials & important information about your Honda.

WWW.FACEBOOK.COM/HONDAVILLAGEMA

CUSTOMER SIGNATURE

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NEW SATURDAY HOURS

8 AM - 4 PM

IMPORTANT
YOU MAY RECEIVE A SURVEY FROM THE MANUFACTURER IN THE NEXT FEW DAYS. IF YOU CANNOT GRADE US AS EXCELLENT PLEASE CALL OR EMAIL TONY SALTALAMACCHIA SERVICE MANAGER tonys@hondavillage.com YOUR COMPLETE SATISFACTION IS OUR #1 GOAL. THANK YOU HONDA VILLAGE (617) 614-1485

hondavillage

Putting Our Customers First

371 WASHINGTON STREET
NEWTON, MA 02458
(617) 965-8200

6 M Repair Attempt

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
49265	TONY SALTALAMACCHI 1183	886+	05/29/12	HOCS487699

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		1,413	WHITE/	

HONDA CARS OF BOSTON
100 BROADWAY RT 99
EVERETT, MA 02149

[redacted]

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HONDA/ACCORD		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 H G C P 3 F 8 2 C A [redacted]		

R.T.E. NO.	P.O. NO.	R.O. DATE
043033346		05/29/12

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
617-381-9000	617-389-1700	

LABOR & PARTS

J# 1 14HOZTPMS TPMS LIGHT TECH(S):74 0.00

CUSTOMER STATES THE TPMS LIGHT IS ON
CHECK ALL TIRES
RESET TPMS LIGHT AFTER TESTING ALL SENSORS

JOB # 1 TOTAL LABOR & PARTS 0.00

TECHNICIAN CERTIFICATION

74 STEPHEN F BREEN D004584

TOTALS

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

****
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TONY SALTALAMACCHIA
SERVICE MANAGER
tonys@hondavillage.com
YOUR COMPLETE SATISFACTION IS OUR #1 GOAL
THANK YOU
HONDA VILLAGE
(617) 61[illegible]

CUSTOMER COPY

[END OF INVOICE] 04:23pm

hondavillage
Putting Our Customers First
371 WASHINGTON STREET
NEWTON, MA 02458
(617) 965-8200

1M Repair Attempt

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
49265	TONY SALTALAMACCHI 1183	654	05/31/12	HOCS487895

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		1,445	WHITE/	

HONDA CARS OF BOSTON
100 BROADWAY RT 99
EVERETT, MA 02149

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HONDA/ACCORD		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 H G C P 3 F 8 2 C A [redacted]		

F.T.E. NO.	P. O. NO.	R. O. DATE
043033346		05/31/12

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
617-381-9000	617-389-1700	

LABOR & PARTS----------

J#.1 14HOZ WHEELS & TIRES TECH(S):74 0.00

CUSTOMER TO TEST DRIVE WITH DPSM
DPSM ROADTESTED WITH MR FALCO (OWNERS HUSBAND) AND DID FEEL STEERING WHEEL SHIMMY BETWEEN 61-68 MPH. FELT MORE DRAMATIC THAN DPSM THOUGHT IT SHOULD. TECHNICIAN #74 PUT WHEELS ON ROAD FORCE BALANCER AND FOUND THE FOLLOWING: L/F 11 R/F 4 LR/10 R/R 3
ADDED .25 TO R/F AND .25 TO R/R/. DPSM AND SM ROADTESTED OTHER HONDA ACCORDS ON LOT AND FOUND THE SAME SHIMMY AT VARIOUS HIGHWAY SPEEDS. ROADTESTED CUSTOMERS CAR AGAIN AND SHIMMY NOW FELT BETWEEN 61-64 MPH ONLY. OFFERED FOR CUSTOMER TO DRIVE OTHER ACCORD ON LOT AND HE DECLINED. PROVIDED INFO TO ACS. CUSTOMER NOT SATISFIED THAT THIS COULD BE CHARACTERISTIC.

JOB # 1 TOTAL LABOR & PARTS 0.00

TECHNICIAN CERTIFICATION----------

74 STEPHEN F BREEN D004584

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	**0.00**

****
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CUSTOMER SIGNATURE

********** DUPLICATE INVOICE **********

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The Reynolds and Reynolds Company ERA12RINVE Dcs88880 C (04/11)

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Putting Our Customers First
371 WASHINGTON STREET
NEWTON, MA 02458
(617) 965-8200

8 M REPAIR ATTEMPT . FINAL REPAIR OPPORTUNITY

CUSTOMER NO.	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO.
49265	TONY SALTALAMACCHI 1183	996+	06/04/12	HOCS488179

HONDA CARS OF BOSTON
100 BROADWAY RT 99
EVERETT, MA 02149

LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		1,683	WHITE/	

YEAR / MAKE / MODEL	DELIVERY DATE	DELIVERY MILES
12/HONDA/ACCORD		

VEHICLE I.D. NO.	SELLING DEALER NO.	PRODUCTION DATE
1 H G C P 3 F 8 2 C A [redacted]		

F.T.E. NO.	P.O. NO.	R.O. DATE
043033346		06/04/12

RESIDENCE PHONE	BUSINESS PHONE	COMMENTS
617-381-9000	617-389-1700	

LABOR & PARTS----------

J# 1 14HOZ WHEELS & TIRES TECH(S):74 0.00

CUSTOMER STATES THE STEERING WHEEL IS SHAKING WHEN DIVING
WHEN DRIVING FROM 60 MPH UP
SERVICE MANAGER TEST DROVE THE CAR 6 MILES RANGING FROM
30 MPH TO 80 MPH AND DID NOT FEEL ANY ABNORMAL VIBRATION

JOB # 1 TOTAL LABOR & PARTS 0.00

TECHNICIAN CERTIFICATION----------

74 STEPHEN F BREEN D004584

TOTALS----------

TOTAL LABOR....	0.00
TOTAL PARTS....	0.00
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	0.00
TOTAL INVOICE $	0.00

****

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THANK YOU
HONDA VILLAGE
(617) 674-1443

The Reynolds and Reynolds Company ERALDRNVS CC838930 0 (04/11)

ATTACHMENT C

Summary of Chronology of events (as of May 30th, 2012) regarding purchase of new 2012 Honda Accord Sedan/4dr/EXL V6 with Navigation

Date of Cash Purchase: 4/25/12
Dealer: Honda Cars of Boston (Everett, MA)
Vehicle ID No.: 1HGCP3F82CA[redacted] Odometer Reading 85
Current Odometer Reading: 1,426
Consumer: [redacted]
Contact No. [redacted]

Complaint: Currently automobile vibration felt in steering wheel at highway speeds between 60-70MPH which substantially impair the use, market-value and safety of the vehicle.

Attempts at Repair: Six as of May 29, 2012.
Total Number of Miles Road Tested by Honda Reps: 120 (excluding road test scheduled for May 31st)

Number of Contacts (Conversations/Meetings) with Honda Cars of Boston Regarding Repair of Vehicle and Request for Purchase Price Refund: 14
Number of Contacts with Honda America: 3 - Case Manager Assigned (Charles 800-999-1009, ext 117741)
Number of Contacts with Honda America Local Rep: 1 – Cheryl Cobber, road test to be conducted on May 31st at noon at Honda Village Newton, MA.
Number of Contacts with the Office of the Attorney General: 1 on May 30, 2012
Number of Contacts with the National Highway Transit Safety Administration: 1 on May 30, 2012

Summary: As of May 30, 2012 there have been a total of 6 attempts to repair the vehicle. Vehicle operating conditions have improved since the fifth repair attempt on May 25th, but non-conforming vibration in steering wheel remains at highway speeds. Honda maintains this is a normal operating characteristic of the vehicle – see Work Order of May 24, 2012

Per the attached work orders said vehicle has been in Honda authorized dealership(s) six times on the following dates with the following repair attempts to correct the vibration:
April 25, 2012 – Vehicle Purchased and allegedly dealer prepped.
April 28, 2012 – Rebalanced all four tires and rotated tires.
April 30, 2012 – Rebalanced all tires, as needed.
May 14, 2012 – Replaced left front tire after determination that the tire had a shifted belt.
May 24, 2012 – Replaced all four wheels and tires.
May 25, 2012 – Performed road force balance on all four wheels
May 29, 2012 – Checked all tires an reset TPMS light after testing all sensors

Result: Substantive Defect Remains. Consumer Request: Full reimbursement of Vehicle Purchase Price inclusive of all fees and sales tax.

6/31/12
faxed to
Durwin &
Gonzales

A SHARED HERITAGE [redacted] Waltham, MA

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400 7TH STREET, S.W.

WASHINGTON, DC 20590

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