

[Redacted]

NEF 010

3-28-16

CL-10595487-4028

[Redacted]
Yellow Spring, WV [Redacted]

APR - 0 2016

Sorry for amount of paper, just a sample of 250+ pgs., I am retired on fixed income, postage is expensive NO Email cell available where I live... [Signature]

[Redacted]

(only)

[Redacted]

NAM
41916
SMD

[Redacted]

Yellow Spring, WV

March 28, 2016

Administrator
NHTSA Admin
1200 New Jersey Ave SE
Washington, DC 20590

Attached

Folks; Just received Recall notice
NHTSA Recall 16V-061, re: vehicle
2013 Honda Fit-JHMG-E8H33DC

Since the unresolved (to date) explosions, fires,
3 batteries, 5 smths ^(at one time) at death (no resolution) other than
^(me) personal expulsion/vehicle ejection (5 smths) during
NCDS, I will not attempt to give detail ^(available if needed)
but will outline the "jist", as I have enclosed

Sample

some of the 250 pages of correspondence w/
NCDS, Milt Honda Dealer, Honda of America, attorney
mine walker, attorney theirs Williams to show my
sincerity.

I was
in Law
Enforcement
(regulatory)
for 30 yrs

- I have not only been "blamed" for auto defects by Death/manu. but I have been refused "Honda Care" Assistance, as I had become a "liability" ^{costly}, etc (excessive use?)
- Personal Ejection from Militer's, auto-ejected w/o eval (5 smths at death) ejected by Govt. letter, vehicle was smoke damaged (fires) vehicle left open to nd fires?

- Discussion with Honda Cust Service (Florence, CA)
Told it was my fault that I ~~had~~ added (aux clock?) at was hung up ^{on} twice by two individuals that were curt/unfriendly to extreme.

help
calls
to me

- Selling NCD's (dispute) ended w/ dealer denying everything (accepted) why? (no appeal)

- Two lawyers (at my expense) Walker, Long yielded the result: I was told **no one can successfully sue Honda!!**

- Since the car was a safety hazard, fire at my residence explosions (like gun fire) heavy residue on ground numerous tires, unexploded dead batteries (3) - performance reduction 40mph top speed - battery would deplete in 1 1/2 hr doctor appointment (bullet #1)

(smoky)
powder
tobacco like

- My attempts two independent repair facilities became afraid of the car/would it move I have health problems precluding breakdowns and smoke, explosions etc

- I pulled the car away from my home to a field where it sat for 18 months, had two ~~to~~ fires, while there (Fire Exting)

- Attempt at sale or trade were met with no response, except "recycler," that said no smoke or fire damage, cars are bought. (Total loss on \$17,000 investment?)

[Redacted]
Yellow Spring, WV [Redacted]

So it sat, sank into the ground!

I feel that the only thing I have learned in my [Redacted] years is that Honda has a very large problem with cars that are dangerous to drivers passengers, as others, as the elect brakes, accel. would operate or **not!** on their own!

I will not allow the car to be operated by another human, as it is a death trap. What if I told you I paid the car out for sale of crash parts on E. Bay?

Why have they been allowed Honda, US Gov't to keep these cars, ^{or repairs?} on the road?

[Redacted]

(assorted correspondence pertaining to case attach)

[Redacted]
Yellow Spring, WV [Redacted]



AUTOMOBILE DIVISION
 American Honda Motor Co., Inc.
 1919 Torrance Blvd., - P.O. Box 2215
 Torrance, CA 90509-9870

*Recall
 3-28-16*

March 2016

NHTSA Recall 16V-061

IMPORTANT SAFETY RECALL

This notice applies to your vehicle: JHMGE8H33DC [REDACTED]

Dear [REDACTED]

This notice is sent to you in accordance with the National Traffic and Motor Vehicle Safety Act.

What is the reason for this notice?

Honda has decided that a defect which relates to motor vehicle safety exists in certain 2009-2014 model year Fit vehicles.

The defect in these vehicles could kill or injure you or other people in your vehicle.

Specifically, in some vehicles, the driver's front airbag inflator could produce excessive internal pressure upon deployment. If an affected airbag deploys, the increased internal pressure may cause the inflator to rupture (break apart) and deploy abnormally. In the event of an inflator rupture, metal fragments could pass through the airbag cushion material possibly causing serious injury or fatality to you or others in the vehicle. Past ruptures like this have killed and injured vehicle drivers.

What should you do?

The remedy parts needed to conduct driver's airbag inflator recalls will become available in the Summer of 2016. Honda will send you another letter when parts become available to repair your vehicle.

Until parts become available for repairs, please feel free to discuss your specific needs and concerns with your dealer, including the provision of, or reimbursement for, temporary alternative transportation, as necessary. You may also contact Honda's Automobile Customer Service (at the number listed below) to address your needs and concerns.

If you have questions or concerns, we encourage you to visit www.recalls.honda.com or to call Honda Automobile Customer Service at 1-888-234-2138.

WHO TO CONTACT IF YOU EXPERIENCE PROBLEMS?

If you are not satisfied with the service you receive from your Honda dealer, you may write to:

American Honda Motor Co., Inc.
 Honda Automobile Customer Service
 Mail Stop 500-2N-7A
 1919 Torrance Blvd.
 Torrance, CA 90501-2746

If you believe that American Honda or the dealer has failed or is unable to remedy the defect in your vehicle, without charge, within a reasonable period of time (60 days from the date you first contact the dealer for a repair appointment), you may submit a complaint to:

Administrator
 National Highway Traffic Safety Administration
 1200 New Jersey Ave., SE
 Washington, DC 20590

Alternatively, you may call the NHTSA's toll-free Safety Hotline at 888-327-4236 (TTY 800-424-9153), or go to <http://www.safercar.gov>.

WHAT TO DO IF YOU FEEL THIS NOTICE IS IN ERROR?

If you are not the current owner or lessee of the 2009-2014 Honda Fit identified on the Information Change Card included in this mailing, or if the name/address information on the card is not correct, please complete and sign the card and return it in the enclosed postage-paid envelope. We will then update our records.

LESSOR INFORMATION:

Federal law requires that any lessor receiving this notice must forward a copy of this notice to the lessee (customer) within 10 days.

IF YOU HAVE QUESTIONS:

If you have any questions about this notice, or need assistance with locating a Honda dealer, please call Honda Automobile Customer Service at 1-888-234-2138. U.S. customers can also locate a dealer online at www.automobiles.honda.com. Customers in U.S. territories, please contact your local dealer/distributor.

We apologize for any inconvenience this recall may cause you.

Sincerely,

American Honda Motor Co., Inc.
 Honda Automobile Division

Campaign #JY1 / Service Bulletin #16-016

0503-09-00-0164790-0002-0330107

- OPEN LETTER

To: John Miller owner
Miller Honda Winchester Va
(Miller Auto Group) 2015

Dear John:
When I bought a new Honda Fit
April 2013, I thought I would get
courteous - competent, and "blameless"
ownership. I was wrong!

Over the last two years, I have not
been able to drive ^{my} new Honda, due
to electrical failures - 3 batteries, two electrical
fires (underhood), electrical based performance
issues, safety? stalling - low power - poor handling
loss of battery power after long trips (2)

So far (Feb 2015) I have been told by
Miller Honda-us that I am too old to undertake
new cars ^{Miller} denied problems, and was escorted off
the Dealership March 2014. Since the car was
unsafe/unreliable the car sat at the Dealer (Miller)

until August 2014 when it was "evicted" by
Federal Police. I was told I had to pay for
independent garage evaluation (I did 2 at my cost
Neither could find the problem, did not wish
to have ^{the car} on their property. Each evaluation by
me (2), returned the car, to have the car

2/1/15

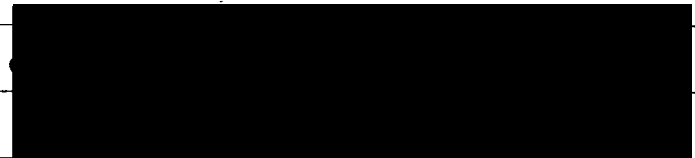
(5 notes)

16/11/14
2/11/14
3/11/14
22/11/14

have detected fire (S) August 2014,
and October 2014.

Now you tell me by ^{lawyer} letter that the
last time you "would ^{on} evaluate" the
car was March 2014 (1 year ago) remember
you "evicted" me from your dealership I
have been told by you/Honda that I
didn't drive the car enough? That has been
difficult as the car has not moved under
its own power in 1 year due to issues,
I used to call you (John), a
friend of 60 years - but now know
that isn't true, as real friends or
customers are not treated with
contempt, and told the product defects
are the customer's fault,

You (Tom) Friend



Oh, Did I mention 5 roll back trips
in 2000 miles (2000miles) 10% of
the driven miles?

one roll back for every 400 miles of
driven miles (8 battery charges on
3 batteries - now
dead)



COMMONWEALTH of VIRGINIA
Office of the Attorney General

Mark R. Herring
Attorney General

900 East Main Street
Richmond, Virginia 23219
804-786-2071
FAX 804-225-4378

November 05, 2014

Office of the President
Miller Honda, Volkswagen, Isuzu, Suzuki
3985 Valley Pike
Winchester, VA 22602

Re: [REDACTED] VS Miller Honda, Volkswagen, Isuzu, Suzuki

Dear Sir or Madam:

Enclosed is a copy of a complaint that has been filed with the Virginia Attorney General's Office regarding your company. This matter has been referred to the Dispute Resolution and Investigations Unit. Our unit utilizes neutral dispute resolution services such as facilitation, conciliation, mediation and/or arbitration at no cost to the participants. Through our services, consumer disputes can be resolved quickly and amicably without the time and expense of litigation. Participation in this process is voluntary and has resulted in the satisfactory resolution of approximately 80% of referred complaints.

Please review this complaint carefully and, if you would like to respond, please do so *in writing* within ten (10) business days from the date of this letter. All responses are shared with the consumer. I am available to answer any questions you may have about the process.

This Office will retain the complaint form and copies of all official correspondence regarding the complaint in accordance with the applicable state retention schedule. Under the Virginia Freedom of Information Act, please be advised that these materials will be available to the public for review, upon request.

I may be contacted at (804) 786-1244 or (800) 552-9963, extension 61244 within Virginia. My email address is ebishop@oag.state.va.us. The fax number is (804) 225-4378.

Sincerely,

A handwritten signature in black ink that reads "Erin B. Bishop".

Erin B. Bishop
Dispute Resolution Specialist
Dispute Resolution and Investigations Unit

Enclosure

cc: [REDACTED]

POND, POND & WILLIAMS, PC

ATTORNEYS AT LAW
35 N. ROYAL AVENUE
P.O. BOX 395
FRONT ROYAL, VIRGINIA 22630

PHONE (540) 635-2123
FAX (540) 635-7004
www.pondwilliamsllaw.com
PLEASE REPLY TO:
P.O. BOX 395

J. DANIEL POND II
J. DANIEL POND III
NANCIE SNEAD WILLIAMS
DARYL L. FUNK

January 30, 2015

Erin B. Bishop
Commonwealth of Virginia
Office of the Attorney General
900 East Main Street
Richmond, VA 23219

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Re: [REDACTED]

Dear Ms. Bishop:

I have been retained by Miller Honda to represent them in this dispute which has arisen from the sale of a Honda Fit to [REDACTED]. I am in receipt of your letter dated December 29, 2014 and this shall act as Miller Honda's position and response to [REDACTED] claims. Miller Honda appreciates the opportunity to address [REDACTED] concerns as Miller Honda strives for the highest levels of customer service and feel as if they have met that standard in this matter. *

Factual Summary:

The Miller Honda dealership is located at 3985 Valley Pike, Winchester, Virginia. Mr. [REDACTED] is a resident of Yellow Spring, West Virginia.

The Honda Fit ("Fit") was received by Miller Honda on February 25, 2013 for sale to customers. [REDACTED] purchased the Fit from Salesman George Waymack on March 28, 2013. Prior to the purchase, [REDACTED] test drove the vehicle. During the test drive, nothing was noted to be wrong with the vehicle and it was in good working order with no issues of starting or battery function. At the conclusion of the purchase, [REDACTED] signed an acknowledgement that he had ten (10) days in which to have a West Virginia State Inspection performed on the vehicle since that would be the place of residence for the Fit. See attached Acknowledgement as Miller Honda's **Exhibit 1**. The vehicle now has a valid West Virginia inspection, therefore, it was found to be in good working order within ten (10) days of its purchase from Miller Honda. 10 live *

Following the purchase, [REDACTED] returned the vehicle to Miller Honda on August 7, 2013 for inspection and recall service. See attached Repair Order ("R.O.") [REDACTED] as Miller Honda's **Exhibit 2**. There was no complaint of battery function during the service. According to

[REDACTED] → August 7 2013
4 months prior to
(complete effect failure)

the R.O., the Fit's odometer registered 1,091 miles. At the time of purchase, the Fit registered an odometer reading of 15 miles. See attached Buyer's Order as Miller Honda's **Exhibit 3**. Therefore, in a period of 132 days, [REDACTED] had driven the vehicle for 176 miles or an average of 1.33 miles per day.

[REDACTED] then returned the Fit on November 25, 2013 stating that the vehicle would not start and that it was "just clicking". See attached R.O. [REDACTED] as Miller Honda's **Exhibit 4**. According to the R.O., the vehicle had 1,660 miles at the time of service. By then, it had been 242 days since the date of purchase wherein [REDACTED] had driven the Fit 1,645 miles total for an average of 6.80 miles per day and 569 miles or an average of 5.16 miles per day since the vehicle had been serviced in August, 2013. Miller Honda inspected the vehicle which was found to be in good working order. Upon testing the battery, it was found to be in a low state of charge. However, the technician did not identify any faults within the charging system of the Fit. As a one-time good will measure and for [REDACTED] satisfaction, Miller Honda replaced the battery with a new one. At the conclusion of the service, [REDACTED] drove away in a vehicle with a brand new battery. [REDACTED] was also advised at that time that he needed to drive the vehicle more often in order to keep a sufficient charge on the battery.

[REDACTED] admits the he does not sufficiently operate the vehicle so as to keep it charged as evidenced in his correspondence to Miller Honda dated November 26, 2013 in which he states he had "1,700 miles on the car" and that his travel consisted of "20 miles (roundtrip) to get a newspaper [and] 100 miles for grocer[y] supplies. See attached letter as Miller Honda's **Exhibit 5**.

[REDACTED] returned again on March 24, 2014 stating that the battery had died. See attached R.O. # [REDACTED] as Miller Honda's **Exhibit 6**. At the time of service, the Fit had an odometer reading of 1,937. Therefore, in a period of 119 days, [REDACTED] drove the vehicle a total of 277 miles averaging 2.33 miles per day and thereby not adhering to the advice given by the technician in November, 2013. The battery was tested on March 25, 2014 and resulted in a good reading with no defects found but needed to be recharged. Miller Honda then recharged the battery and, on March 26, 2014, the vehicle was started at 10:00 a.m. and again at 12:30 p.m. with both times resulting in the vehicle starting without issue. The battery was retested on March 28, 2014 at 2:38 p.m. and again resulted in a good reading. The battery at that time was in good working order and operating according to design. The technician again noted that the vehicle had not been driven sufficiently to keep the vehicle properly charged and advised [REDACTED] of the same.

American Honda Motor Co., Inc. also found no defect with the vehicle as evidenced in their Arbitration Hearing submission as provided by [REDACTED] in his complaint and attached hereto as Miller Honda's **Exhibit 7**.

As a further measure of good will, Miller Honda offered to buy back the vehicle from Mr. [REDACTED] for a reasonable amount which was very close the amount originally paid for the vehicle but he refused. [REDACTED] behavior at the dealership was aggressive and bizarre even consisting in him appearing at Miller Honda at one point wearing a gas mask and refusing to

Never happened

Thrown out

remove his personal belongings from the vehicle. [redacted] behavior deteriorated to the point where Miller Honda found him to be a liability at the dealership and had to ask him not to return.

?

Following the conclusion of the matter at the dealership level, [redacted] attacked ✓? American Honda Motor Co., Inc. through the West Virginia Attorney General's Office. Mr. [redacted] issue was arbitrated and his claim was denied.

Legal Argument:

[redacted] attempts to base his claim on the defective nature of the vehicle sold to him by Miller Honda pursuant to Virginia Code §59.1-207.13, 1950 as amended, which states, in summary, that if a manufacturer or its agent does not correct a defect in the vehicle which **significantly impairs the use, market value or safety** of the motor vehicle then the dealer shall replace the vehicle or accept the return of such a vehicle. (emphasis added). [redacted] also appears to argue Virginia Code §59.1-207.3 (B)(1) or (2), 1950 as amended in his argument that he has repeatedly taken the vehicle in for servicing multiple times for the same issue without alleged success.

Conclusion:

10 months

The Honda Fit purchased by [redacted] from Miller Honda was in good working order. The vehicle was again inspected within 10 days of its purchase and nothing was noted as defective. The battery was changed and [redacted] was provided with a new one upon his first complaint. The new battery was continually checked and diagnostics run which all proved that there was no defect in the battery. The only reasonable conclusion which can be reached in the situation is what [redacted] admits to himself in that he failed to operate the vehicle often enough and for sufficient periods of time to keep the battery charged. [redacted] continued pursuit of what Miller Honda believes is a frivolous claim has become very burdensome especially in light of all of the efforts made by the dealership to make [redacted] whole. Mr. [redacted] Honda Fit is neither defective nor a safety hazard and would ask that [redacted] claim be denied.

10 months

all efforts

all efforts

Miller Honda is more than willing to cooperate with any requests you may have. We hope that this letter and the provided exhibits help you to better understand this situation. Please direct all correspondence and contact with me at the information above. Please do not hesitate to contact me should you have any further questions.

Sincerely,

Nancie S. Williams

Enclosures

cc: File, [REDACTED] (w/encl. via certified mail)

Miller Auto Group

Winchester, VA 22602

ACKNOWLEDGEMENT

I hereby acknowledge that I have ten (10) days from today's date to have a West Virginia Inspection performed by a certified inspection station within the State of West Virginia on the vehicle I purchased from the Miller Auto Group listed below:

Year: 13

Make: HOND

VIN: 1HMGE8H33DC

Model: FIT

Color: NH-731P/CRYSTAL

Stock #: [REDACTED]

Date: 28 MAR 2013

[REDACTED]

Date: 28 MAR 2013

Customer's Signature

Date: 28 MAR 2013

Dealer Representative

EXHIBIT

tabbler

1

CUSTOMER #: [REDACTED]

[REDACTED]



Drivemiller.com
MILLER
HONDA

INVOICE

3985 Valley Pike
Winchester, VA 22602
(540) 869-5000 1-888-875-5151

LESTER, WV
HOME:
BUS:

PAGE 1

SERVICE ADVISOR: 1600 JOHN FREDERICK MONGO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
NH-731P/CR	13	HONDA FIT	JHMGE8H33DC		1091/1091	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT
28MAR13 DD			WAIT 07AUG13		99.97	CASH
						07AUG13

R.O. OPENED	READY	OPTIONS: STK:	DLR:
09:29 07AUG13	10:35 07AUG13	ENG:1.5L 16-VALVE_4-CYLINDER_SOHC_I-VTEC	TRN:AUTOMATIC 5

LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
-------------	------	------	-------	------	-----	-------

A PERFORM MULTI-POINT INSPECTION

CAUSE: RECALL

MPI PERFORM MULTI-POINT INSPECTION
1580 PAINTER, CHRISTOPHER LIC#: 1580
CPH 0.00 0.00

B PERFORM RECALL

CAUSE: RECALL AUTOMATIC

4135A3 CAMPAIGN: VSA MODULATOR CONTROL UNIT
SOFTWARE UPDATE.

1580 PAINTER, CHRISTOPHER LIC#: 1580
WPH94 (N/C)

FC: 5UW00 PART#: COUNT:
CLAIM TYPE:
AUTH CODE:

C CUSTOMER STATES THAT AT ABOUT 50-55 MPH, THE TRANS FEELS AS IF IT
SHIFTS ERRATICALLY.

M THE TECH ROAD TESTED AND COULD NOT DUPLICATE
CONCERN, INSPECTED VEHICLE, CHECKED FOR

TSBs-NONE,
1580 PAINTER, CHRISTOPHER LIC#: 1580
CPH 0.00 0.00

D CUSTOMER STATES THAT WHEN GOING INTO REVERSE ROLLING BACK AND THEN
RELEASING THE BRAKES, THERE IS A "THUNKING" TYPE NOISE.

M THE TECH COULD NOT DUPLICATE CONCERN AND
INSPECTED FOR ANY SAFETY CONCERNS AND FOUND

NONE AT THIS TIME.
1580 PAINTER, CHRISTOPHER LIC#: 1580
CPH 0.00 0.00

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

*SHOP SUPPLY COSTS: We have added a charge equal to 12.5% of the total cost of labor and parts, not to exceed \$20.00, to the Repair Order for shop supplies used in connection with this repair.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	

EXHIBIT
2

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE PLEASE PAY THIS AMOUNT

VEHICLES WITH OVER 100,000 MILES: Vehicles with high mileage may require additional repairs. You will be notified if additional repairs are needed and if the cost of such repairs will exceed the original estimate.

CUSTOMER #: [REDACTED]

[REDACTED]



Drivemiller.com
MILLER
HONDA

INVOICE

3985 Valley Pike
Winchester, VA 22602
(540) 869-5000 1-888-875-5151

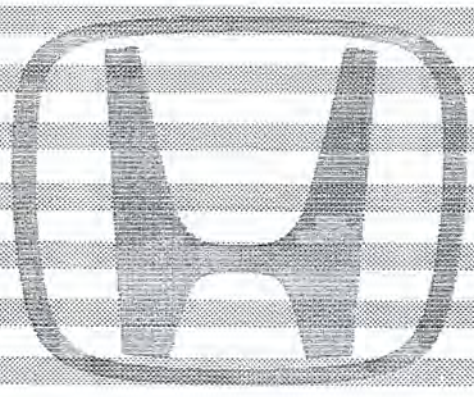
LESTER, WV [REDACTED]
HOME: [REDACTED]
BUS: [REDACTED]

PAGE 2

SERVICE ADVISOR: 1600 JOHN FREDERICK MONGO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
NH-731P/CR	13	HONDA FIT	JHMGE8H33DC [REDACTED]		1091/1091	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAR13 DD			WAIT 07AUG13		99.97	CASH	07AUG13
R.O. OPENED	READY	OPTIONS: STK: [REDACTED] DLR: [REDACTED]					
09:29 07AUG13	10:35 07AUG13	ENG:1.5L_16-VALVE_4-CYLINDER_SOHC_I-VTEC TRN:AUTOMATIC 5					
LINE OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL	

THANK YOU FOR USING OUR SERVICE FACILITY. YOU MAY RECEIVE A SURVEY REGARDING THIS SERVICE VISIT. PLEASE RESPOND AS WE WANT TO OFFER YOU SERVICE EXCELLENCE EVERY VISIT. YOUR NEXT SERVICE VISIT IS SCHEDULED FOR @ PLEASE CALL FOR ANY SERVICE ASSISTANCE YOU MAY REQUIRE



<p>WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.</p> <p>By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.</p>	<p>*SHOP SUPPLY COSTS: We have added a charge equal to 12.5% of the total cost of labor and parts, not to exceed \$20.00, to the Repair Order for shop supplies used in connection with this repair.</p>	DESCRIPTION	TOTALS
	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	LABOR AMOUNT	0.00
		PARTS AMOUNT	0.00
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES *	0.00
		TOTAL CHARGES	0.00
DATE	CUSTOMER SIGNATURE	AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE	
		PLEASE PAY THIS AMOUNT	0.00

VEHICLES WITH OVER 100,000 MILES: Vehicles with high mileage may require additional repairs. You will be notified if additional repairs are needed and if the cost of such repairs will exceed the original estimate.

WAIT

MAT

CUSTOMER #: [REDACTED]



Drivemiller.com
MILLER
HONDA

WORKORDER

PAGE 2

3985 Valley Pike
Winchester, VA 22602
(540) 869-5000 1-888-875-5151

LESTER, WV

HOME: [REDACTED]
BUS: [REDACTED]

SERVICE ADVISOR: 1600 MONGOLD, JOHN FREDERI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
NH-731P/CR	13	HONDA FIT	JHMGE8H33DC [REDACTED]	[REDACTED]	1091 / 1,098	[REDACTED]
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PD NO.	RATE	PAYMENT
28MAR13 DD			** WAITER **		99.97	CASH
R.O. OPENED	READY	OPTIONS: STK: [REDACTED] DLR: [REDACTED]		ENG: 1.5L 16-VALVE 4-CYLINDER SOHC I-VTEC		
07AUG2013 09:29		TRN: AUTOMATIC 5				
LINE OP CODE	TECH...	TYPE	DESCRIPTIONS/INSTRUCTIONS			
# A MPI		CPH	PERFORM MULTI-POINT INSPECTION			
# B RCL		CPH	PERFORM RECALL 134040 USA update			
# C M		CPH	CUSTOMER STATES THAT AT ABOUT 50-55 MPH, THE TRANS FEELS AS IF IT SHIFTS ERRATICALLY.			
# D M		CPH	CUSTOMER STATES THAT WHEN GOING INTO REVERSE ROLLING BACK AND THEN RELEASING THE BRAKES, THERE IS A "THINKING" TYPE NOISE.			

Completed

could not duplicate concern operating as designed

could not duplicate concern operating as designed

REPAIR ORDER OR W.O. NO.	EMPL.	TECH. PAY	FLAT RATE TIME	ACTUAL TIME	VW	A	C	G
[REDACTED]	1	13	update	07-13-13	OFF			

WARRANTY DISCLAIMER: ALL PARTS AND AC THE DEALERSHIP AS-IS. THE DEALERSHIP HE AND IMPLIED, INCLUDING ANY IMPLIED W, PARTICULAR PURPOSE, AND NEITHER ASSUM IT ANY LIABILITY IN CONNECTION WITH THE WARRANTIES ON PARTS AND ACCESSORIES. VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR SHALL BE CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

PAYMENT TERMS: I agree to pay for the inspection and repairs I authorize, along with the necessary materials, in Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express mechanics lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

CHARGES FOR DIAGNOSTIC / PARTIALLY COMPLETED WORK: If I authorize commencement of repairs or disassembly of the vehicle or a vehicle component for diagnostic purposes and do not authorize completion of a repair or service, I understand that a charge will be imposed for disassembly, reassembly or partially completed work and I agree to pay the same. Such charges will be directly related to the actual amount of labor and parts involved in the inspection, repair or service.

STORAGE CHARGES: I understand that a storage charge equal to \$8.00 will be assessed and shall accrue daily if I fail to pick up the vehicle within 5 working days from the date I am notified that the work on the vehicle has been completed or after the communication of an estimate if I fail to authorize repairs.

I understand that the Dealership is not responsible for any delays in completing a repair caused by an unexpected shortage of parts or labor, an act of God, or other causes beyond the control of the Dealership. I hereby grant the Dealership permission to operate the vehicle on streets, highways or public roadways for the purpose of testing and/or inspecting the vehicle. The Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, hail, wind or any other cause beyond its control.

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

VEHICLES WITH OVER 100,000 MILES: Vehicles with high mileage may require additional repairs. You will be notified if additional repairs are needed and if the cost of such repairs will exceed the original estimate.

Customer: [REDACTED] Date: [REDACTED]

Dealer: CAP (2006 ADP 105/11) SERVICE WORKORDER TYPE 2 - 25W2C - *AS-IS* - VIRGINIA - 9694519

IF REPAIR WORK MAY EXCEED \$25.00, OUR DU WITH A WRITTEN STATEMENT DESCRIBING FED COST OF LABOR AND PARTS, AND THE DRK CHARGE WILL NOT EXCEED THE WRITTEN VEHICLE IS AT LEAST 25 MODEL YEARS OLD) THE REPAIR WILL NOT BE MADE UNLESS YOU N TO INDICATE THE KIND OF ESTIMATE YOU

WANT TO RECEIVE: WRITTEN ESTIMATE ORAL ESTIMATE NO ESTIMATE

PRELIMINARY ESTIMATE \$ _____

SHOP SUPPLY COSTS: A charge equal to 12.5% of the total cost of labor and parts, not to exceed \$20.00, will be added to the Repair Order for shop supplies used in connection with the repair.

REVISED ESTIMATE (1)	DATE	TIME	BY
REVISED ESTIMATE (2)			
REVISED ESTIMATE (3)			

PARTS: All parts installed are new unless otherwise indicated. Upon request, replaced parts will be returned to you (except any part which is required to be returned to a manufacturer or distributor under a warranty agreement, trade-in agreement or core charge agreement for a reconditioned part). You may be required to pay an additional fee for the return of parts subject to a trade-in or core charge agreement.

Discard Replaced Parts (INITIAL) Save Replaced Parts (INITIAL)

VIRGINIA BUYERS ORDER-NA

03/28/13

DATE OF SALE



3985 VALLEY PIKE
WINCHESTER, VIRGINIA 22602
Service: Mon-Fri 8am - 6pm
Saturday 8am - 6pm
TELEPHONE: (540) 869-5000
1-800-662-4872

STOCK NO.

DEAL NO.

61055

PURCHASER'S NAME <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> COMPANY (PRINT OR TYPE)		HOME ADDRESS	
CO/PURCHASER NAME (PRINT OR TYPE)		CITY, STATE, ZIP YELLOW SPRING WV	
PLEASE ENTER MY ORDER FOR THE FOLLOWING: <input type="checkbox"/> NEW <input type="checkbox"/> USED		COUNTY HAMPSHIRE	E-MAIL ADDRESS
YEAR 13	MAKE HONDA	MODEL FIT	TYPE OF TRANSACTION <input type="checkbox"/> PURCHASE <input type="checkbox"/> LEASE
MILEAGE 13	VIN JHMGE8H-33DC		TYPE/DOORS HB
PRICE INCLUDING FREIGHT, HANDLING & DELIVERY		COLOR NH-731P/CRYSTAL BL	
		TOTAL PURCHASE PRICE 16188.00	
		PROCESSING FEE FOR CONSUMER SERVICES 259.00	
		TITLE TAX 809.40	
IF THIS BUYERS ORDER IS FOR A NEW VEHICLE WITH MORE THAN 750 MILES PLEASE READ THIS NOTICE. Notice: This new motor vehicle has accumulated mileage in excess of 750 miles as the result of use as a demonstrator and/or as the result of delivery to a prior prospective purchaser who never took title to it and who returned it.		DEALER'S BUSINESS LICENSE TAX 32.89	
		ONLINE FILING FEE 10.00 10.00	
		REGISTRATION FEE 30.00	TITLE FEE 15.00 45.00
		TOTAL DELIVERED PRICE 17344.29	
SUBMITTED WITH ORDER		(1)	
ALLOWANCE FOR USED CAR TRADE-IN AS APPRAISED		N.A.	
LESS BALANCE OWING TO - N.A.		(PURCHASER RESPONSIBLE FOR PAYOFF ACCURACY) APPROXIMATELY N.A.	
FOR "AS IS" SALE ONLY: I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. (SEE #13 ON REVERSE SIDE)		EQUITY ON TRADE-IN (2)	N.A.
DATE		ADDITIONAL DOWN PAYMENT ON DELIVERY (3)	N.A.
SIGNATURE		(4)	N.A.
DESCRIPTION OF TRADE-IN		TOTAL DOWN PAYMENT (1+2+3+4)	N.A.
YEAR	MAKE	MODEL	COLOR
MILEAGE	VIN	TAG NO.	
SALESPERSON WAYMACK, GEORGE A		EXTENDED SERVICE CONTRACT INCLUDING TAX OF N.A. N.A.	
		BALANCE DUE ON DELIVERY 17344.29	

The front and back of this buyer's order, along with other documents signed by Purchaser(s) in connection with this order, comprise the entire agreement between the parties affecting this purchase. No oral agreements or understandings shall be binding. Purchaser(s) acknowledges that he/she has been given the opportunity to review all documents prior to signing them and that he/she has not signed any documents in blank. By executing this Order, Purchaser(s) acknowledges he/she has read all of its terms and has received a fully completed copy. Purchaser(s) certifies he/she is 18 years of age or older. Until made effective, this order is not binding and Purchaser(s) may cancel and recover deposit.

NO LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED

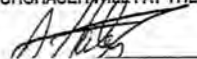
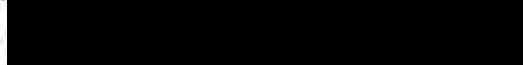
SECURITY AGREEMENT: Purchaser hereby grants Seller, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full.

IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE

YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE VIRGINIA CONSUMER PROTECTION ACT.

IF YOU ARE LEASING THIS VEHICLE, THE SAME PROCEDURES, RIGHTS, AND OBLIGATIONS APPLICABLE TO TRANSACTIONS INVOLVING A RETAIL INSTALLMENT SALES CONTRACT STATED ABOVE APPLY TO THIS LEASE TRANSACTION.

IF THERE IS A PAYOFF ON THE TRADE THEN THE PURCHASER AGREES TO THE FOLLOWING: IF THE ACTUAL PAYOFF IS GREATER THAN THE ESTIMATE PAYOFF THEN THE PURCHASER WILL PAY THE DIFFERENCE TO THE SELLER. IF THE PAYOFF IS LESS THEN THE SELLER WILL REFUND THE DIFFERENCE.

Approved  Signed (1) 



CUSTOMER #:

Drivemiller.com



MILLER
HONDA

INVOICE

3985 Valley Pike
Winchester, VA 22602
(540) 869-5000 1-888-875-5151

C

YELLOW SPRINGS, WV

PAGE 1

HOME:

BUS:

SERVICE ADVISOR: 1600 JOHN FREDERICK MONGO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
NH-731P/CR	13	HONDA FIT	JHMGE8H33DC		1660/1660	

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAR13 DD			18:00 25NOV13		99.97	CASH	26NOV13

R.O. OPENED	READY	OPTIONS:	STK:	DLR:
14:06 25NOV13	14:45 26NOV13	ENG:1.5L_16-VALVE_4-CYLINDER_SOHC_I-VTEC		
		TRN:AUTOMATIC 5		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							

A CUSTOMER STATES VEHICLE WILL NOT START, VEHICLE IS JUST CLICKING,
CHECK AND ADVISE

M DIAGNOSED--TESTED BATTERY--LOW CHARGE--PASSED
BATTERY TEST--REPLACED BATTERY FOR CUSTOMER
SATISFACTION

1580 PAINTER, CHRISTOPHER LIC#: 1580

CPH

1 31500-SNC-00100M BATTERY (44B19L-S)

	37.50	37.50
116.95	89.95	89.95

ONE-TIME GOODWILL REPAIR

ENVIRONMENTAL DISPOSAL AND/OR SHOP SUPPLIES	4.69
---	------

THANK YOU FOR USING OUR SERVICE FACILITY. YOU
MAY RECEIVE A SURVEY REGARDING THIS SERVICE
VISIT. PLEASE RESPOND AS WE WANT TO OFFER YOU
SERVICE EXCELLENCE EVERY VISIT. YOUR NEXT
SERVICE VISIT IS SCHEDULED FOR @
PLEASE CALL FOR ANY SERVICE ASSISTANCE YOU
MAY REQUIRE

EXHIBIT

tabbles

4

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

*SHOP SUPPLY COSTS:
We have added a charge equal to 12.5% of the total cost of labor and parts, not to exceed \$20.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	37.50
PARTS AMOUNT	89.95
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	4.69
TOTAL CHARGES	132.14
LESS INSURANCE	68.45
SALES TAX	4.77
PLEASE PAY THIS AMOUNT	68.46

DATE CUSTOMER SIGNATURE

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*VEHICLES WITH OVER 100,000 MILES: Vehicles with high mileage may require additional repairs. You will be notified if additional repairs are needed and if the cost of such repairs will exceed the original estimate.

DealerCAP

FILE COPY

Goodwill Repair NO Charge

NO, MA 1

Drivemiller.com



MILLER
HONDA

3985 Valley Pike
Winchester, VA 22602
(540) 869-5000 1-888-875-5151

CUSTOMER # [REDACTED]

Tuesday
By 5:00

WORKORDER

PAGE 2

YELLOW SPRINGS, WV [REDACTED]

HOME [REDACTED]
BUS: [REDACTED]

SERVICE ADVISOR: 1600 MONGOLD, JOHN FREDERI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
NH-731P/CR	13	HONDA FIT	JHMGE8H33DC [REDACTED]	[REDACTED]	1660/	[REDACTED]	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO-NO.	RATE	PAYMENT	INV. DATE
28MAR13 DD			18:00 25NOV13		99.97	CASH	
R.O. OPENED	READY	OPTIONS:	STK:	DLR:			
25NOV2013 14:06		ENG:1.5L_16-VALVE_4-CYLINDER_SOHC_I-VTEC			(580)		
		TRN:AUTOMATIC 5					

LINE OP CODE TECH. TYPE DESCRIPTIONS/INSTRUCTIONS
 # A DIAG WPH94 CUSTOMER STATES VEHICLE WILL NOT START, VEHICLE IS JUST CLICKING, CHECK AND ADVISE - Dup. Contains Test with

*ED18 - needs battery. Tested after jump start still fails to start.
 Hooked up*

2nd

HONDA

VERSION: 192-1103040

Test Report

207134
 MILLER HONDA
 3985 VALLEY PIKE
 WINCHESTER
 VA

22602

540-869-5000
 PHONENUMBER 2
 EMAIL ADDRESS
 WEBSITE

11/26/2013
 10:07 AM

BATTERY TEST

CUSTOMER VEHICLE
 JHMGE8H33DC [REDACTED]
 2013 HONDA
 FIT 1.5/5D

Rating: 340 CCA
 FLOODED

BATTERY RESULTS

VOLTS: 12.67V
 MEASURED: 326 CCA
 TEMPERATURE: 34.8 C/94.6 F
 5RS DIAGNOSTIC NEEDED

Test Code NOT REQUIRED

HONDA

VERSION 192-210007Q

Test Report

207134
 MILLER HONDA
 3985 VALLEY PIKE
 WINCHESTER
 VA

22602

ADDRESS
 ADDRESS
 PHONENUMBER
 PHONENUMBER

MILLERHONDA.COM

11/26/2013
 9:06 AM

DIAGNOSTIC CHARGE

Test Info
 CCA 340
 FLOODED

RESULTS

GOOD BATTERY
 RATED: 340 CCA
 MEASURED: 326 CCA
 MEASURED VOLTS: 12.67
 CHARGE TIME: 02:19:44
 AMP HOURS: 29.1

GOOD BATTERY

12.67V
 326 CCA
 BATTERY TEST
 TEST CODE
 43C24-01X3B

MID INFO
 82C106-9210601-5010801

CC55gmUser ID:

PAYMENT TERMS: I agree to pay for the inspection in Cash or approved credit card upon completion of arrangements in advance. An express mechanics materials and any other authorized charges.

CHARGES FOR DIAGNOSTIC / PARTIALLY COME disassembly of the vehicle or a vehicle component repair or service; I understand that a charge will be work and I agree to pay the same. Such charges will be involved in the inspection, repair or service.

STORAGE CHARGES: I understand that a storage charge will be assessed if I fail to pick-up the vehicle within 5 working days been completed or after the communication of an estimate.

I understand that the Dealership is not responsible for shortage of parts or labor, an act of God, or other the Dealership permission to operate the vehicle or testing and/or inspecting the vehicle. The Dealership articles left in the vehicle in case of fire, theft, hail, or other damage.

I authorize the retrieval of on-board data as needed the vehicle manufacturer for diagnostic and research.

*VEHICLES WITH OVER 100,000 MILES: Vehicles notified if additional repairs are needed and if the cost exceeds the value of the vehicle.

ED-18

VERSION 192-5936

Test Report

207134
 MILLER HONDA
 3985 VALLEY PIKE
 WINCHESTER
 VIRGINIA
 22602

540 869 5000
 300 662 4872

DRIVEMILLER.COM

11/26/2013
 9:03 AM

BATTERY TEST

Rating: 340 CCA
 FLOODED

RESULTS

5RS DIAGNOSTIC NEEDED

11.00V

[Redacted]
Yellow Spring, WV

✓

November 26, 2013

Honda Motor Company

copy to John Miller ^{Hi John}
Miller Honda _{Ja}

Dear Honda:

I am sorry to have to write this letter about my 2013 Honda Fit. I bought a new car from Miller Honda, Winchester, Virginia, about April 1, 2013. I now have about 1700 miles on the car. I am [Redacted] years old partially disabled, with a pacemaker. I bought this car at full price with the thought of Honda reputation for "Reliability" at Top Class service. Well, about two weeks into ownership I got a major recall for something to do with anti-lock or something. The car did not handle as well as my 200,000 mile clapped out Geo Prizm! I thought new cars give a chance? I had to spend an entire day in Honda 75mi roundtrip. The car had less than 200 miles to fix a factory defect. This happened before my first trip to Pa. (two days). I was a little apprehensive about the car, so I had to use my old car (I have a heart condition). From the beginning the car did not start or have the "snag", a new car should have. (Like a dog on the electrical system.) but the handling improved to "acceptable" after the recall.

To live in the country by myself, no living

EXHIBIT
5

belatedly, I bought the Honda to rely on its "reputation" for not letting me down. I have to travel 20 miles (round trip) to get a newspaper, 100 miles for groceries, supplies,

The Honda was "inspected" by Honda when the recall took place, but the sluggish starting remained. I thought it was because it was "new." I bought my last new car 16 years ago.

I live 28 miles from Milk Honda or any service facility. So I decided the sluggish electrical issue was "normal." Several weeks ago after running the car on errands, about 60°F the car stalled the starting, twice, once, worse than the other. It still was not obvious to me that something was wrong until November 24,

2013, when I needed to go shopping for Thanksgiving. The car was disabled with no starting action other than a "ratchet noise" (very loud).

So Monday 25th I called Milk Honda for help. After talking to the nice people there (Dennis, John, etc.) I was told that I would have to have the car towed (Carboosted better) to Milk at my cost. The car is 6 months old - 2013, with less than 2000 miles.

After talking to you - Honda Care and several other calls, I got a tow roll back at noon. The tow truck driver helped to get the car moved from the shed, in days so

we encountered a severely discharged battery
Suots by my voltmeter/digital/plug in. We had to
leave the boost on to get enough to even turn
it over.

When contacted on Tues 26th by John, a nice
kid service writer, told me the battery could
a recharge! Truly, a long under the tow truck guy
that Suots is a bad battery (to be replaced)
John said, not the policy of Honda to
replace a good battery. I said (oh), this is not
a good battery (months); I was not getting a
warm and "fuzzy" feeling.

At about 2:45 Nov 26, 2013, the mgr
Jeff called and stated that a new battery
would be installed at car delivered in about an
hour.

This has not been the experience
I expect from Honda, except the ending.
* -> My faith in the car is somewhat "fractured".
He told I was "not driving the car enough."
Please review your procedure on dealing with
the customer (especially new ones.)

[Redacted]

Sincerely

[Redacted]

Yellow Springs, WV

[Redacted]

CUSTOMER #: [REDACTED]

(C)



Drivemiller.com
MILLER
HONDA

INVOICE

3985 Valley Pike
Winchester, VA 22602
(540) 869-5000 1-888-875-5151

YELLOW SPRING, WV

PAGE 1

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1600 JOHN FREDERICK MONGO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
NH-731P/CR	13	HONDA FIT	JHMGE8H33DC [REDACTED]	[REDACTED]	1937/1937	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAR13 DD			18:00 24MAR14		99.97	CASH	28MAR14
R.O. OPENED	READY	OPTIONS:	STK:	DLR:			
09:07 24MAR14	16:22 28MAR14	ENG:1.5L_16-VALVE_4-CYLINDER_SOHC_I-VTEC	[REDACTED]	[REDACTED]	TRN:AUTOMATIC 5		

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A							
A CUSTOMER STATES BATTERY HAS DIED, CHECK AND ADVISE							
M DIAGNOSED/PERFORMED BATTERY TEST--BATTERY							
TESTED GOOD--NO DRAWS FOUND--CHARGED							
BATTERY--OPERATING AS DESIGNED							
502 FUNKHOUSER, DONALD LIC#: 502							
CPH							
						0.00	0.00

THANK YOU FOR USING OUR SERVICE FACILITY. YOU MAY RECEIVE A SURVEY REGARDING THIS SERVICE VISIT. PLEASE RESPOND AS WE WANT TO OFFER YOU SERVICE EXCELLENCE EVERY VISIT. YOUR NEXT SERVICE VISIT IS SCHEDULED FOR @ PLEASE CALL FOR ANY SERVICE ASSISTANCE YOU MAY REQUIRE

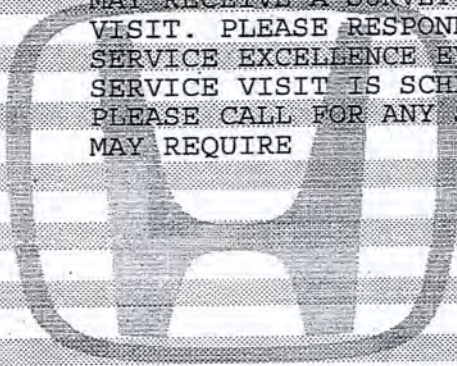


EXHIBIT
tabbler
6

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE _____ CUSTOMER SIGNATURE _____ AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE _____

***SHOP SUPPLY COSTS:**
We have added a charge equal to 12.5% of the total cost of labor and parts, not to exceed \$20.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	0.00
TOTAL CHARGES	0.00
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

VEHICLES WITH OVER 100,000 MILES: Vehicles with high mileage may require additional repairs. You will be notified if additional repairs are needed and if the cost of such repairs will exceed the original estimate.

CUSTOMER #:

By 6:00



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MILLER
HONDA

WORKORDER
REPRINT
PAGE 2

3985 Valley Pike
Winchester, VA 22602
(540) 869-5000 1-888-875-5151

YELLOW SPRING, WV

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1600 MONGOLD, JOHN FREDERI

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
NH-731P/CR	13	HONDA FIT	JHMGE8H33DC	[REDACTED]	19300	[REDACTED]	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
28MAR13 DD			18:00 24MAR14		99.97	CASH	
R.O. OPENED	READY	OPTIONS:	STK:	DLR:			

24MAR2014 09:07
 ENG:1.5L_16-VALVE_4-CYLINDER_SOHC_I-VTEC
 TRN:AUTOMATIC 5

SIR

LINE OP CODE TECH... TYPE DESCRIPTIONS/INSTRUCTIONS
 # A M CPH CUSTOMER STATES BATTERY HAS DIED, CHECK AND ADVISE

check for a draw
charles test battery no print out. (said battery good)
battery fully charged tested good see sheet.
✓ system draw none found

(Larry)
Started vehicle multiple times. battery tested good.
no issues. 12v no draw. tested 8am Tues. 0.10 draw

HONDA

VERSION 192-210007S

Test Report

207134
 MILLER HONDA
 3985 VALLEY PIKE
 WINCHESTER VA
 22602
 ADDRESS
 ADDRESS
 PHONENUMBER
 PHONENUMBER

[REDACTED]

3/28/2014
 2:38 PM

DIAGNOSTIC CHARGE

Test Info
 CCA 340
 FLOODED

RESULTS GOOD BATTERY	340 CCA
RATED:	456 CCA
MEASURED:	12.45
CHARGE TIME:	00:00:00
AMP HOURS:	0.0
GOOD BATTERY	
12.45V 456 CCA BATTERY TEST CODE 5NC24-0103H	
MID INFO 92M55GN-R20000-00000000	

In Cash or approved credit card upon completion of the Repairs unless the Dealership agrees to other payment arrangements in advance. An express mechanics lien is hereby acknowledged to secure the cost of labor, materials, and any other authorized charges.

PRELIMINARY ESTIMATE \$ _____
 SHOP SUPPLY COSTS: A charge equal to 12.5% of the total cost of labor and parts, not

HONDA

VERSION 192-210007R

Test Report

207134
 MILLER HONDA
 3985 VALLEY PIKE
 WINCHESTER VA
 22602
 ADDRESS
 ADDRESS
 PHONENUMBER
 PHONENUMBER

[REDACTED]

3/25/2014
 6:51 AM

DIAGNOSTIC CHARGE

Test Info
 CCA 330
 FLOODED

RESULTS GOOD BATTERY	330 CCA
RATED:	484 CCA
MEASURED:	12.55
CHARGE TIME:	00:00:00
AMP HOURS:	0.0
GOOD BATTERY	
12.55V 484 CCA BATTERY TEST CODE 60C22-010K4	
MID INFO 058664Q-910000-00000000	

Hearing Date: May 27, 2014

National Center for Dispute Settlement

NCDS Arbitration Hearing

Customer: [REDACTED]
Vehicle: 2013 Honda Fit
VIN: JHMGE8H33DC [REDACTED]
In Service Date: 03/28/2013
Case: [REDACTED]

Thank you for providing American Honda Motor Co., Inc. (AHM) the opportunity to review and address Mr. [REDACTED] concerns. Please accept the following timeline and position statement included in this transmission as testimony for your review and use in making your decision in this case.

Contention: Vehicle not starting

Warranty History:

R/O #: [REDACTED]
Dealer: Miller Honda
Date(s) opened: 11/25/2013-11/26/2013
→ Mileage: 1,660

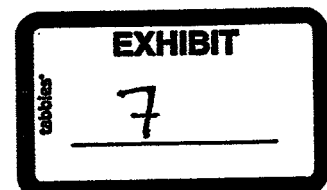
Concern: Customer states vehicle will not start, vehicle is just clicking.
Cause: Diagnosed, tested battery. Low charge – passed battery test.
Correction: Replaced battery for customer satisfaction. One time goodwill repair.

Battery 1
8.8 volts
CDD

R/O #: [REDACTED]
Dealer: Miller Honda
Date(s) opened: 3/24/2014-3/28/2014
→ Mileage: 1,937

Concern: Customer states battery has died.
Cause: Diagnosed/performed battery test. Battery tested good. No draws found.
Correction: charged battery.

Battery 2
8.8 volts



AHM Position

American Honda Motor Co., Inc. (AHM) reviewed the customer's complaint with the servicing dealership, Miller Honda. The dealership advised us the customer came in on November 25th, 2013 with 1,660 miles stating the vehicle will not start. The dealership thoroughly inspected the vehicle, and there were no defects found with this vehicle. The 12V battery was tested, and the battery was found to be in good condition, however the battery was in a low state of charge. There were no faults in the charging system of this vehicle. The dealership replaced the battery in the interest of customer satisfaction as a one time goodwill repair in order to appease the customer.

██████████ returned to Miller Honda on March 24, 2014 with 1,937 miles stating the battery has died. The dealership again thoroughly inspected the vehicle and did not find any defects with the vehicle. The dealership tested the battery of this vehicle, and found that the battery was in a low state of charge. There were no faults in the charging system. The dealership charged the battery and was able to confirm that the vehicle started normally afterwards. During this time, our District Parts and Service Manager had also inspected this vehicle and was able to confirm that the vehicle is operating as designed.

AHM recommends our consumers to drive their vehicles regularly over a distance of several miles. This recommendation can be found in every Warranty Manual provided with every new vehicle, and is found under a section titled, "Proper Operation." According to our records on this vehicle, ██████████ purchased this vehicle with 15 miles on the odometer reading from Miller Honda on March 28, 2013. The vehicle visited Miller Honda on August 7, 2013 with 1,091 miles. At this point the vehicle has been driven 1,076 miles in 4 months, averaging 8.15 miles a day. On November 25, 2013 the vehicle had 1,660 miles. At this point the vehicle has been driven 569 miles in three and a half months since the last visit to Miller Honda, averaging to 5.17 miles a day. As of March 24, 2014 the vehicle had 1,937 miles meaning the vehicle had been driven 277 miles, averaging to 2.33 miles a day.

The vehicle was driven 277 miles during four of the coldest months of the year from November 25, 2013 to March 24, 2014. In these four months, the battery of the vehicle is not being charged sufficiently as the vehicle is not being driven. Additionally, the battery state of charge would not have been at the optimum given the colder weather. The vehicle needs to be driven in order for the alternator to charge the battery, and in turn the battery's state of charge will become more stable. Starting the vehicle periodically and keeping the vehicle at idle will not sufficiently charge the battery. Consider that the battery's power will be utilized to start the vehicle, and that under normal circumstances the alternator charges the battery as the vehicle is driven, with the engine operating at a higher speed as opposed to staying idle. When the vehicle is at idle, the engine is operating at a lower speed therefore not charging the battery at the same rate as if the vehicle was driven. Ensuring the battery state of charge remains sufficient to ensure the vehicle will start is comparable to ensuring that the fuel level is sufficient to ensure the vehicle can be driven.

AHM recognizes that it is ultimately the consumer's choice based upon their needs or desires as to how often their vehicles are driven. However, it ultimately remains the consumer's responsibility to maintain the vehicle's condition and one of the methods to do so is to ensure that the vehicle is driven on a regular basis. Trickle chargers exist to assist the consumers that do not have the desire nor the need to sufficiently drive their vehicles to keep the state of charge on their automotive batteries. The fact that a commodity such as a trickle charger continues to exist in America's market suggests that the demand for them remains, and consumers have recognized their intended purpose which is to assist in maintaining an automotive battery's charge.

Based on the current available information, Miller Honda has worked with our District Parts and Service Manager to resolve the customer's concerns. American Honda submits that there are no defects on this vehicle that substantially impairs the use, value, or safety of this vehicle. There have been no defects found on this vehicle and there have been no diagnostic trouble codes stored. There are no issues with the charging system, as the Charging System Indicator (located in the instrument panel) would have illuminated. There has been neither

interest of customer satisfaction. Subsequently, the dealership tested the battery of this vehicle on March 25, 2014 and March 28, 2014. On both occasions the battery tested good.

Good Battery – This battery has at least 70% of its charge, 85% of its capacity, and requires no action.

GR8 Diagnostic Needed – The battery voltage is below 60% of its state of charge (SOC), and the condition of the battery is unknown. Use the GR8 to charge the battery and properly diagnose it.

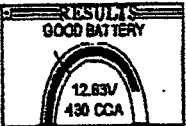
HONDA
VERSION XXX-XXXX

Test Report
HONDA-A
1818 TORRANCE BL
TORRANCE
90501
USA
800 824 6632

08/13/2009
3:21 PM

BATTERY TEST
Rating:650 CCA

RESULTS
GOOD BATTERY



BATTERY GOOD

Test Code
60J3E-4HX34

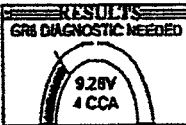
HONDA
VERSION XXX-XXXX

Test Report
HONDA-A
1818 TORRANCE BL
TORRANCE
90501
USA
800 824 6632

08/13/2009
3:21 PM

BATTERY TEST
Rating:650 CCA

RESULTS
GR8 DIAGNOSTIC NEEDED



Test Code
60J3E-4HX34

Replace Battery – The battery condition is poor. Replace it.

Bad Cell Replace – There is an internal problem with the battery. Replace it.

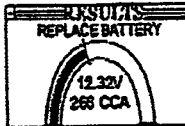
HONDA
VERSION XXX-XXXX

Test Report
HONDA-A
1818 TORRANCE BL
TORRANCE
90501
USA
800 824 6632

08/13/2009
3:21 PM

BATTERY TEST
Rating:550 CCA

RESULTS
REPLACE BATTERY



Battery replacement is highly recommended.

Test Code
3AA2Q-C1VJD

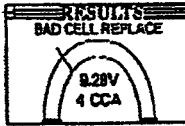
HONDA
VERSION XXX-XXXX

Test Report
HONDA-A
1818 TORRANCE BL
TORRANCE
90501
USA
800 824 6632

08/13/2009
3:21 PM

BATTERY TEST
Rating:380 CCA

RESULTS
BAD CELL REPLACE



Battery replacement is highly recommended.

Test Code
60J3E-4HX34

Shown above are the possible results that could have been received from testing the battery. A test result showing Good Battery indicates that it is in good condition. On the other hand, it may be possible to receive a test result showing that a battery replacement is necessary.

HONDA

VERSION [REDACTED]

Test Report

[REDACTED]
MILLER HONDA
3985 VALLEY PIKE
WINCHESTER
VA
22602
ADDRESS
ADDRESS
PHONENUMBER
PHONENUMBER

11/28/2013
9:08 AM

DIAGNOSTIC CHARGE

Test Info
CCA 380
FLOODED

RESULTS	
GOOD BATTERY	
RATED:	348 CCA
MEASURED:	326 CCA
MEASURED VOLTS:	12.67
CHARGE TIME:	02:19:44
SNP HOURS:	29.3
GOOD BATTERY	
BATTERY TEST CODE 43C24-U1X3B	
MID INFO 66C186-219822-8820001	

User ID:

HONDA

VERSION: [REDACTED]

Test Report

[REDACTED]
MILLER HONDA
3985 VALLEY PIKE
WINCHESTER
VA

22602

540-069-5000
PHONENUMBER 2
EMAIL ADDRESS
WEBSITE

11/26/2013
10:02 AM

BATTERY TEST

CUSTOMER VEHICLE
2013 HONDA
FIT 1.5/50

Rating: 340 CCA
FLOODED

BATTERY RESULTS	
VOLTS:	12.67
TEMPERATURE:	47
DIAGNOSTIC NEEDED	

Test Code
NOT REQUIRED

HONDA HONDA

VERSION [REDACTED]

Test Report

[REDACTED]
MILLER HONDA
3985 VALLEY PIKE
WINCHESTER
VA
22602
ADDRESS
ADDRESS
PHONENUMBER
PHONENUMBER

3/25/2014
8:51 AM

DIAGNOSTIC CHARGE

Test Info
CCA 330
FLOODED

RESULTS	
GOOD BATTERY	
RATED:	330 CCA
MEASURED:	484 CCA
MEASURED VOLTS:	12.55
CHARGE TIME:	00:00:00
SNP HOURS:	0.0
GOOD BATTERY	
BATTERY TEST CODE 66C22-U1W4	
MID INFO 66C640-219822-8820006	

VERSION [REDACTED]

Test Report

[REDACTED]
MILLER HONDA
3985 VALLEY PIKE
WINCHESTER
VA
22602
ADDRESS
ADDRESS
PHONENUMBER
PHONENUMBER

3/28/2014
2:38 PM

DIAGNOSTIC CHARGE

Test Info
CCA 340
FLOODED

RESULTS	
GOOD BATTERY	
RATED:	348 CCA
MEASURED:	436 CCA
MEASURED VOLTS:	12.45
CHARGE TIME:	00:00:00
SNP HOURS:	0.0
GOOD BATTERY	
BATTERY TEST CODE 5NC24-U1V3H	
MID INFO 5NC13N-220000-2000000	

User ID:

Above are the test results from the battery of this vehicle. The 2 test results shown to the very left were taken on November 26, 2013. The battery tested good on this occasion, and the dealership replaced the battery in the

(C)

THE WALKER LAW FIRM, PLC

ATTORNEYS AND COUNSELORS AT LAW

D. BURKE WALKER, ESQUIRE
MANAGING PARTNER

MATTHEW E. BASS ESQUIRE
ASSOCIATE ATTORNEY

April 29, 2015

Miller Honda
3985 Valley Pike
Winchester, Virginia 22602

RE: [REDACTED] Honda Fit Issues

To Whom It May Concern,

Please be advised that I have been retained to assist [REDACTED] regarding the purchase of his 2013 Honda Fit from your dealership. After reviewing a great deal of documentation provided by [REDACTED] as well as researching the issue, it seems clear that Honda has an issue with the battery/charging system of the Fit.

My client purchased the car in February of 2013 and after a 700 mile trip to Erie Pennsylvania in April 2013, the battery was so dead it would not unlock the doors. During this same trip, the vehicle's lights and wipers could not function simultaneously and the heating and cooling system's fan would not turn do to electrical issues. My client immediately contacted the owner of the dealership, John Miller, to provide notice of these issues. Mr. Miller informed my client that the vehicle needed no service and simply was not driven enough.

[REDACTED] on multiple occasions, made claims for service that fell within his new vehicle warranty after purchasing the vehicle. Instead of servicing his vehicle or even examining his vehicle, the dealership refused to service his vehicle and simply told him he was not driving enough.

One repeated example of [REDACTED] issues is that he would drive the vehicle to his doctor's office which was some 40 miles of highway driving away, and after seeing his doctor for about 30 minutes, the vehicle's battery would be completely dead to the point where the door locks would not operate. [REDACTED] did not leave any accessory or light on in the vehicle.

The lack of service provided by Miller Honda has caused [REDACTED] a great deal of damage. At this time he is considering a Lemon Law claim against Honda and a Virginia Consumer Protection Act claim against Miller Honda. Instead of rushing to Court, it is our firms policy to attempt to settle matters if at all possible. Please review this letter and do not hesitate to contact me with any questions or concerns you may have.

The Walker Law Firm PLC • 15 Loudoun St, SW, Suite C • Leesburg, Virginia 20175
Phone 703-779-0720 • Fax 703-779-0730 • contactus@walkerlawva.com

If I do not hear from you by May 18, 2015, I will assume that settlement is not possible and I will proceed to Court.

Sincerely,



D. Burke Walker

THE WALKER LAW FIRM, PLC

ATTORNEYS AND COUNSELORS AT LAW

D. BURKE WALKER, ESQUIRE
MANAGING PARTNER

MATTHEW E. BASS ESQUIRE
ASSOCIATE ATTORNEY

July 10, 2015

Nancie S. Williams
Pond, Pond & Williams, PC
Post Office Box 395
Front Royal, Virginia 22630
SENT VIA FACSIMILE AND MAIL

RE: [REDACTED] v. Miller Honda

Ms. Williams,

I am in receipt of your July 2 letter.

[REDACTED] has multiple theories of liability here. Miller Honda violated the contract when they refused to continue to work on [REDACTED] car while it was under warranty. This includes informing [REDACTED] he was not to bring to the vehicle back to them while it was still under warranty.

[REDACTED] also has a claim relating to the new battery warranty regarding the battery Miller Honda provided. When the battery died despite being ran and driven several miles, Miller Honda refused to address this matter any further with [REDACTED]

[REDACTED] also has Virginia Consumer Protection Act claims against Miller Honda regarding what he was told during the purchase and subsequent repairs versus the state of the actual vehicle.

I should be able to get [REDACTED] to sell back the vehicle to Miller Honda and accept a figure, when added to the sales proceeds, which totals \$20,000.00 to end this matter. If I do not hear back from you by the end of the month, [REDACTED] has instructed me to file suit. Please do not hesitate to contact me with any questions you may have regarding the above.

Sincerely,



D. Burke Walker

**MILLER
HONDA**



December 15, 2014

Dear Erin:

I am responding to a complaint filed to your office by [REDACTED]
[REDACTED] against Miller Honda regarding [REDACTED] 2013 Honda Fit.

American Honda Motor Company dictates the warranty on all new vehicles and Miller Honda has worked with American Honda to determine that there are no defects found on this vehicle that substantially impairs the use, value, or safety of this vehicle. There have been no defects found on this vehicle and there have been no diagnostic trouble codes stored. Miller Honda determined that the vehicle needed to be driven in order for the alternator to charge the battery.

I have enclosed a copy of the repair orders regarding this issue as well as the Position of American Honda Motor Company for your review.

Thanks,

A handwritten signature in black ink, appearing to read 'Darin Jenkins', written in a cursive style.

Darin Jenkins

General Manager, Miller Honda

Your Satisfaction Is Our Reputation...and Our Future.

Miller Honda, 3985 Valley Pike, Winchester, VA 22602 Phone (540) 869-5000, Toll Free (888) 875-5151

Sales Department Open
Mon. - Fri. 9 a.m. - 8 p.m.
Saturday 9 a.m. - 5 p.m.

Parts and Service Department Open
Mon. - Fri. 7:30 a.m. - 6 p.m.
Saturday 8 a.m. - 5 p.m.

AHM Position

American Honda Motor Co., Inc. (AHM) reviewed the customer's complaint with the servicing dealership, Miller Honda. The dealership advised us the customer came in on November 25th, 2013 with 1,660 miles stating the vehicle will not start. The dealership thoroughly inspected the vehicle, and there were no defects found with this vehicle. The 12V battery was tested, and the battery was found to be in good condition, however the battery was in a low state of charge. There were no faults in the charging system of this vehicle. The dealership replaced the battery in the interest of customer satisfaction as a one time goodwill repair in order to appease the customer.

██████████ returned to Miller Honda on March 24, 2014 with 1,937 miles stating the battery has died. The dealership again thoroughly inspected the vehicle and did not find any defects with the vehicle. The dealership tested the battery of this vehicle, and found that the battery was in a low state of charge. There were no faults in the charging system. The dealership charged the battery and was able to confirm that the vehicle started normally afterwards. During this time, our District Parts and Service Manager had also inspected this vehicle and was able to confirm that the vehicle is operating as designed.

AHM recommends our consumers to drive their vehicles regularly over a distance of several miles. This recommendation can be found in every Warranty Manual provided with every new vehicle, and is found under a section titled, "Proper Operation." According to our records on this vehicle, ██████████ purchased this vehicle with 15 miles on the odometer reading from Miller Honda on March 28, 2013. The vehicle visited Miller Honda on August 7, 2013 with 1,091 miles. At this point the vehicle has been driven 1,076 miles in 4 months, averaging 8.15 miles a day. On November 25, 2013 the vehicle had 1,660 miles. At this point the vehicle has been driven 569 miles in three and a half months since the last visit to Miller Honda, averaging to 5.17 miles a day. As of March 24, 2014 the vehicle had 1,937 miles meaning the vehicle had been driven 277 miles, averaging to 2.33 miles a day.

The vehicle was driven 277 miles during four of the coldest months of the year from November 25, 2013 to March 24, 2014. In these four months, the battery of the vehicle is not being charged sufficiently as the vehicle is not being driven. Additionally, the battery state of charge would not have been at the optimum given the colder weather. The vehicle needs to be driven in order for the alternator to charge the battery, and in turn the battery's state of charge will become more stable. Starting the vehicle periodically and keeping the vehicle at idle will not sufficiently charge the battery. Consider that the battery's power will be utilized to start the vehicle, and that under normal circumstances the alternator charges the battery as the vehicle is driven, with the engine operating at a higher speed as opposed to staying idle. When the vehicle is at idle, the engine is operating at a lower speed therefore not charging the battery at the same rate as if the vehicle was driven. Ensuring the battery state of charge remains sufficient to ensure the vehicle will start is comparable to ensuring that the fuel level is sufficient to ensure the vehicle can be driven.

AHM recognizes that it is ultimately the consumer's choice based upon their needs or desires as to how often their vehicles are driven. However, it ultimately remains the consumer's responsibility to maintain the vehicle's condition and one of the methods to do so is to ensure that the vehicle is driven on a regular basis. Trickle chargers exist to assist the consumers that do not have the desire nor the need to sufficiently drive their vehicles to keep the state of charge on their automotive batteries. The fact that a commodity such as a trickle charger continues to exist in America's market suggests that the demand for them remains, and consumers have recognized their intended purpose which is to assist in maintaining an automotive battery's charge.

Based on the current available information, Miller Honda has worked with our District Parts and Service Manager to resolve the customer's concerns. American Honda submits that there are no defects on this vehicle that substantially impairs the use, value, or safety of this vehicle. There have been no defects found on this vehicle and there have been no diagnostic trouble codes stored. There are no issues with the charging system, as the Charging System Indicator (located in the instrument panel) would have illuminated. There has been neither

HONDA

VERSION [REDACTED]

Test Report

MILLER HONDA
3985 VALLEY PIKE
WINCHESTER
VA
22602
ADDRESS
ADDRESS
PHONENUMBER
PHONENUMBER

11/26/2013
9:08 AM

DIAGNOSTIC CHARGE

Test Info
CCA 340
FLOODED

RESULTS	
GOOD BATTERY	
RATED:	340 CCA
MEASURED:	326 CCA
MEASURED VOLTS:	12.67
CHARGE TIME:	02:19:44
TEMP HOURS:	29.1
GOOD BATTERY	
BATTERY TEST CODE 43C24-U1X3B	
MID INFO 620194-220581-50182811	

User ID:

HONDA

VERSION: 172- [REDACTED]

Test Report

MILLER HONDA
3985 VALLEY PIKE
WINCHESTER
VA

22602

540-069-5000
PHONENUMBER 2
EMAIL ADDRESS
WEBSITE

11/26/2013
10:02 AM

BATTERY TEST

CUSTOMER VEHICLE
2013 HONDA
FIT 1.5/50

Rating: 340 CCA
FLOODED

BATTERY RESULTS	
GOOD BATTERY	
VOLTS:	12.67
TEMP:	29.1
TEMPERATURE:	47.5
NO DIAGNOSTIC NEEDED	

Test Code
NOT REQUIRED

HONDA HONDA

VERSION [REDACTED]

Test Report

MILLER HONDA
3985 VALLEY PIKE
WINCHESTER
VA
22602
ADDRESS
ADDRESS
PHONENUMBER
PHONENUMBER

3/25/2014
8:51 AM

DIAGNOSTIC CHARGE

Test Info
CCA 330
FLOODED

RESULTS	
GOOD BATTERY	
RATED:	330 CCA
MEASURED:	484 CCA
MEASURED VOLTS:	12.55
CHARGE TIME:	00:00:00
TEMP HOURS:	0.0
GOOD BATTERY	
BATTERY TEST CODE 60C22-U10K4	
MID INFO 650610-210000-9000000	

VERSION [REDACTED]

Test Report

MILLER HONDA
3985 VALLEY PIKE
WINCHESTER
VA
22602
ADDRESS
ADDRESS
PHONENUMBER
PHONENUMBER

3/26/2014
2:38 PM

DIAGNOSTIC CHARGE

Test Info
CCA 340
FLOODED

RESULTS	
GOOD BATTERY	
RATED:	340 CCA
MEASURED:	456 CCA
MEASURED VOLTS:	12.45
CHARGE TIME:	00:00:00
TEMP HOURS:	0.0
GOOD BATTERY	
BATTERY TEST CODE 51C24-U103H	
MID INFO 510530-220000-2000000	

User ID:

Above are the test results from the battery of this vehicle. The 2 test results shown to the very left were taken on November 26, 2013. The battery tested good on this occasion, and the dealership replaced the battery in the

interest of customer satisfaction. Subsequently, the dealership tested the battery of this vehicle on March 25, 2014 and March 28, 2014. On both occasions the battery tested good.

Good Battery – This battery has at least 70% of its charge, 85% of its capacity, and requires no action.


GR8 Diagnostic Needed – The battery voltage is below 60% of its state of charge (SOC), and the condition of the battery is unknown. Use the GR8 to charge the battery and properly diagnose it.

HONDA
VERSION XXX-XXXX

Test Report
HONDA-A
1919 TORRANCE BL
TORRANCE
90501
USA
800 824 6632
08/13/2008
3:21 PM

BATTERY TEST
Rating:560 CCA

RESULTS
GOOD BATTERY



12.83V
430 CCA

BATTERY GOOD

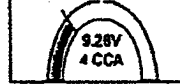
Test Code
60J3E-4HX34

HONDA
VERSION XXX-XXXX

Test Report
HONDA-A
1919 TORRANCE BL
TORRANCE
90501
USA
800 824 6632
08/13/2008
3:21 PM

BATTERY TEST
Rating:550 CCA

RESULTS
GR8 DIAGNOSTIC NEEDED



9.28V
4 CCA

Test Code
60J3E-4HX34

Replace Battery – The battery condition is poor. Replace it.

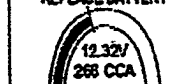
Bad Cell Replace – There is an internal problem with the battery. Replace it.

HONDA
VERSION XXX-XXXX

Test Report
HONDA-A
1919 TORRANCE BL
TORRANCE
90501
USA
800 824 6632
08/13/2008
3:21 PM

BATTERY TEST
Rating:550 CCA

RESULTS
REPLACE BATTERY



12.32V
268 CCA

Battery replacement is highly recommended.


Test Code
3AA2Q-C1VJD

HONDA
VERSION XXX-XXXX

Test Report
HONDA-A
1919 TORRANCE BL
TORRANCE
90501
USA
800 824 6632
08/13/2008
3:21 PM

BATTERY TEST
Rating:580 CCA

RESULTS
BAD CELL REPLACE



8.28V
4 CCA

Battery replacement is highly recommended.

Test Code
60J3E-4HX34

Shown above are the possible results that could have been received from testing the battery. A test result showing Good Battery indicates that it is in good condition. On the other hand, it may be possible to receive a test result showing that a battery replacement is necessary.

CUSTOMER #: [REDACTED]



MILLER
HONDA

INVOICE

3885 Valley Pike
Winchester, VA 22602
(540) 868-5000 1-888-875-5151

YELLOW SPRING, WV

PAGE 1

HOME: [REDACTED] CONT: [REDACTED]
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 1600 JOHN FREDERICK MONGO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
NH-731P/CR	13	HONDA FIT	JHMGE8H33DC		1937/1937		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO.	RATE	PAYMENT	INV DATE
28MAR13	DE		18:00 24MAR14		99.97	CASH	28MAR14

R.O. OPENED	READY	OPTIONS	STK	DLR
09:07 24MAR14	16:22 28MAR14	ENG:1.5L 16-VALVE 4-CYLINDER SOHC I-VTEC		
LINE OPCODE TECH TYPE HOURS		TRN: AUTOMATIC 5		

A CUSTOMER STATES BATTERY HAS DIED, CHECK AND ADVISE	LIST	NET	TOTAL
M DIAGNOSED/PERFORMED BATTERY TEST--BATTERY TESTED GOOD--NO DRAWS FOUND--CHARGED BATTERY--OPERATING AS DESIGNED 502 FUNKHOUSER, DONALD LIC#: 502 CPH		0.00	0.00

THANK YOU FOR USING OUR SERVICE FACILITY. YOU
 VISIT. PLEASE RE-SCHEDULE AS WE WANT TO OFFER YOU
 SERVICE EXCELLENCE EVERY VISIT. YOUR NEXT
 SERVICE VISIT IS SCHEDULED FOR @
 PLEASE CALL FOR ANY SERVICE ASSISTANCE YOU
 MAY REQUIRE



Customer

WARRANTY DECLARATION: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND DEEMER ASSUMES NO AUTHORITY TO ASSIGN FOR ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS ON THE REPAIR. THE ONLY WARRANTY ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE VEHICLE MANUFACTURER OR THE PARTS MANUFACTURER OR DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTY. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.	SHOP SUPPLY COSTS:	DESCRIPTION	TOTALS
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/parts listed in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in accordance with your payment of the Amount Due. <td>We have added a charge equal to 12.5% of the total cost of labor and parts, not to exceed \$20.00, to the Repair Order for shop supplies used in connection with this repair.</td> <td>LABOR AMOUNT</td> <td>0.00</td>	We have added a charge equal to 12.5% of the total cost of labor and parts, not to exceed \$20.00, to the Repair Order for shop supplies used in connection with this repair.	LABOR AMOUNT	0.00
DATE	ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.	PARTS AMOUNT	0.00
CUSTOMER SIGNATURE		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MSC. CHARGES*	0.00
		TOTAL CHARGES	0.00
		LESS INSURANCE	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

*VEHICLES WITH OVER 10,000 MILES: Vehicles with high mileage may require additional repairs. You will be notified if additional repairs are needed and if the cost of such repairs will exceed the original estimate.

DealerCARo

CUSTOMER COPY

CUSTOMER #:



Drivemiller.com
MILLER
HONDA

3985 Valley Pike
Winchester, VA 22602
(540) 869-5000 1-888-875-5151

INVOICE

PAGE 1

SERVICE ADVISOR: 1600 JOHN FREDRICK MONGO

LESTER, WV
HOME:
BUS:

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MI/AGE IN / OLR	TAG
		NH-731P/CR 13 HONDA FIT	JHMGE8H33DC		1091/1091	

DEL DATE	PROD DATE	WARR EXP	PROMISED	PO. NO.	RATE	PAYMENT	INV DATE
28MAR13	DD		WAIT 07AUG13		99.97	CASH	07AUG13

R.O. OPENED: READY
 OPTIONS: STK: [REDACTED] DLR: [REDACTED]
 ENG: 1.5L 16-VALVE 4-CYLINDER SOHC I-VTEC
 TRN: AUTOMATIC 5

A PERFORM MULT-POINT INSPECTION	LIST	NET	TOTAL
---------------------------------	------	-----	-------

CAUSE: RECALL
 MPI PERFORM MULT-POINT INSPECTION
 1580 PAINTER, CHRISTOPHER LIC#: 1580
 CPH
 ***** 0.00 0.00

B PERFORM RECALL
 CAUSE: RECALL AUTOMATIC

4135A3 CAMERIGN VSA MODULATOR ROMBERG UNIT
 SOFTWARE UPDATE
 1580 PAINTER, CHRISTOPHER LIC#: 1580
 WPH94
 FC: 5UW00 PART#: COUNT: (N/C)
 CLAIM TYPE:
 AUTH CODE:

CUSTOMER STATES THAT AT ABOUT 50-55 MPH, THE TRANS FEELS AS IF IT
 SHIFTS ERRATICALLY
 M THE TECH ROAD TESTED AND COULD NOT DUPLICATE
 CONCERN, INSPECTED VEHICLE, CHECKED FOR
 TSBs-NONE,
 1580 PAINTER, CHRISTOPHER LIC#: 1580
 CPH
 ***** 0.00 0.00

CUSTOMER STATES THAT WHEN GOING INTO REVERSE ROLLING BACK AND THEN
 RELEASING THE BRAKES, THERE IS A "THUNKING" TYPE NOISE
 M THE TECH COULD NOT DUPLICATE CONCERN AND
 INSPECTED FOR ANY SAFETY CONCERNS AND FOUND
 NONE AT THIS TIME
 1580 PAINTER, CHRISTOPHER LIC#: 1580
 CPH
 ***** 0.00 0.00

<small>WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AND NEITHER ASSUMES NOR HELD RESPONSIBLE FOR ANY DAMAGES, INCLUDING INCIDENTAL DAMAGES, DAMAGES TO PROPERTY, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.</small>	SHOP SUPPLY COSTS:	DESCRIPTION	TOTALS	
	WE HAVE ADDED A CHARGE EQUAL TO 12.5% OF THE TOTAL COST OF LABOR AND PARTS, NOT TO EXCEED \$20.00, TO THE REPAIR ORDER FOR SHOP SUPPLIES USED IN CONNECTION WITH THIS REPAIR.	LABOR AMOUNT		
		PARTS AMOUNT		
		GAS, OIL, LUBE		
		SUBLET AMOUNT		
		MISC. CHARGES *		
		TOTAL CHARGES		
		LESS INSURANCE		
		SALES TAX		
		PLEASE PAY THIS AMOUNT		

VEHICLES WITH OVER 100,000 MILES: Vehicles with high mileage may require additional repairs. You will be notified if additional repairs are needed and if the cost of such repairs will exceed the original estimate.

CUSTOMER COPY

TOMER #: [REDACTED]

Drivemiller.com



MILLER
HONDA

INVOICE

3885 Valley Pike
Winchester, VA 22602
(540) 869-5000 1-888-875-5151

LOW SPRINGS, WV [REDACTED]

PAGE 1

E: [REDACTED] CONT: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 1600 JOHN FREDERICK MONGO

QLO	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
-----	------	------------	-----	---------	----------------	-----

731P/CR 13	HONDA FIT	JHMGE8H33DC	[REDACTED]	[REDACTED]	1660/1660	[REDACTED]
------------	-----------	-------------	------------	------------	-----------	------------

DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
------	------------	------------	----------	---------	------	---------	-----------

AR13 DD			18:00 25NOV13		99.97	CASH	26NOV13
---------	--	--	---------------	--	-------	------	---------

LO. OPENED	READY	OPTIONS:	STK: [REDACTED]	DLR: [REDACTED]			
------------	-------	----------	-----------------	-----------------	--	--	--

06 25NOV13	14:48 26NOV13	ENG:1.5L 16-VALVE 4-CYLINDER SOHC I-VTEC				
E OPCODE TECH TYPE HOURS		TRN:AUTOMATIC 5				

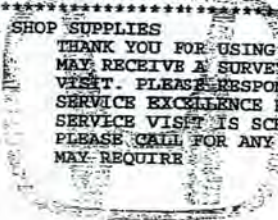
CUSTOMER STATES VEHICLE WILL NOT START, VEHICLE IS JUST CLICKING,

CHECK AND ADVISE
M DIAGNOSED--TESTED BATTERY--LOW CHARGE--PASSED
BATTERY TEST--REPLACED BATTERY FOR CUSTOMER
SATISFACTION

1580 PAINTER, CHRISTOPHER LIC#: 1580
CPH

1 31500-SNC-00100M BATTERY (44B19L-S)	116.95	37.50	37.50
E-TIME GOODWILL REPAIR		89.95	89.95

IRONMENTAL DISPOSAL AND/OR SHOP SUPPLIES 4.69



THANK YOU FOR USING OUR SERVICE FACILITY. YOU MAY RECEIVE A SURVEY REGARDING THIS SERVICE VISIT. PLEASE RESPOND AS WE WANT TO OFFER YOU SERVICE EXCELLENCE EVERY VISIT. YOUR NEXT SERVICE VISIT IS SCHEDULED FOR [REDACTED] @ [REDACTED] PLEASE CALL FOR ANY SERVICE ASSISTANCE YOU MAY REQUIRE

Customer

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* SHOP SUPPLY COSTS: We have added a charge equal to 12.5% of the total cost of labor and parts, not to exceed \$200.00, to the Repair Order for shop supplies used in connection with this repair.

DESCRIPTION	TOTALS
LABOR AMOUNT	37.50
PARTS AMOUNT	89.95
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	4.69
TOTAL CHARGES	132.14
LESS INSURANCE	68.45
SALES TAX	4.77
PLEASE PAY THIS AMOUNT	68.46

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

BY SIGNING THIS INVOICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE WARRANTY AND SERVICE CONTRACTS AND THAT YOU HAVE AGREED TO THE REPAIRS AND COSTS ESTIMATED IN THIS INVOICE AND THAT YOU HAVE AUTHORIZED THE DEALERSHIP TO PERFORM THE SERVICES/REPAIRS ESTIMATED IN THIS INVOICE AND THAT YOU HAVE AUTHORIZED THE DEALERSHIP TO OBTAIN THE NECESSARY PARTS AND ACCESSORIES FOR THE REPAIRS AND TO OBTAIN THE NECESSARY PARTS AND ACCESSORIES FOR THE REPAIRS AND TO OBTAIN THE NECESSARY PARTS AND ACCESSORIES FOR THE REPAIRS.

CUSTOMER SIGNATURE: _____ AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE: _____

*VEHICLES WITH OVER 100,000 MILES: Vehicles with high mileage may require additional repairs. You will be notified if additional repairs are needed and if the cost of such repairs will exceed the original estimate.

FCAR0

CUSTOMER COPY

No charge to customer Goodwill Repair

#1
0117
3-28-11

Yellow Spring, WV

September 12 2015

Peter D. Harzewski
Consumer Report Ref [redacted]
101 Truman Ave.
Yorkes, New York 10703-1057

Dear P.H.:

It's only been a few weeks since I sent you a letter about ^{my} Honda Motor Co. 2013 Honda Fit Base, August 15, 2015. However, since I sent a letter (copy) to Honda Motor Company, as well. I thought that I would not hear anything (as has been the case since 2014 (13)). In the past my 300 pages of letters to HMC, Torrance, Ca, have gone w/o response, except two angry phone calls from HMC (2014) (Allan), that ended in a ① rant, and ② hanging upon me. Honda appears to have been successful in "blaming" the customer and "berating" me, or "ignoring" me "all at the same time. The conversation w/ Honda MC (no phone tag) Customer Service September 9th 2015 at 5:25 PM EDT, lasted two very unpleasant hours. I'll try to be brief, but give you the just for your consideration:

1-800-999-1009
Honda Customer Service
Calif.

- HMC question to me #1. "Why did you send this letter to Honda?" (copy of letter to you) 8-15-15 - (CR)

This was becoming "unpleasant" in the first five minutes. I responded that it was an "Info" copy w/ sticky note. H argued that there was no sticky note, etc!

• Ah-hah! H then told me that Honda would not "Buy Back" the Honda 2013 at any time! I responded that this response was consistent for the last 30 months (13-15) nor could Honda effect repairs or ^{would} attempt to!

• H stated that I should have "contacted" Honda with the problems? I told H that, not only was ^I removed from Honda's DoH the car was "evicted." H said the "eviction" was "totally correct." I then said that 300 pages of complaints, NCDs, 2 "Ags", 2 lawyers, would indicate my attempts at contact (6 letters in 300 pages to Honda MC, etc.

• I mentioned that Honda Care refused to respond to my breakdowns, 4 roll backs ^{in use} but would only "boost" a dead battery, 3 batteries ^{in batt'ry} "dead" to date ⁽¹¹⁻¹³⁻⁶⁻¹⁴⁾ ^{2000mi}, about 7 months. (10 ^{recharges} Honda Care stated to me via lawyer that I had "harassed" the dealer and become a "burden" to Honda Care due to service calls.

I asked H, what recourse did I have? (I paid 2 private shops w/ no ^{the said} idea ^{what}) to do! 2014

3+ under hood "fires" →

Yellow Spring, WV

• H stated that I had to release the car to HMC for analysis, I responded that it seemed a little late for me to believe that Honda was being truthful with me. (or genuine)

As you can tell, this conversation was going nowhere, as did the previous calls (2013-14) I was told that Honda had decided that

H - "since I had not driven the car enough miles," "it was my fault!" I answered my usual response that 3 batteries replaced in <2000mi 3+ fires under hood, untold recharges on batteries with <5 volt residual, made it hard to drive the car with any assurance at all! This did not include the "stench" interior between a bad "lock room" mixed with stale wood ashes. I mentioned the exterior of the windshield was made "opaque," etched, really, by the fires?

Fire re sidual?

* * *

H reiterated that a decision by HMC was that "I failed to drive the car enough" (note: no one can give me a ^{or has} no. of miles) and Honda had no responsibility. I told him that this was hardly a change in 30 months. I said that a "business model" like Honda's is remarkable! End of conversation... (what an "attitude" to be a customer!)



Thanks for listening!

FYI
3-28-16

[Redacted]
Yellow Springs, WV [Redacted]

August 15 2015

Consumer Reports
Peter D. Harzewski
Analyst - Customer Care
101 Truman Ave
Yonkers, New York 10703-1057

File # [Redacted]
(May 14 2014)

7/11/15
back
available
request

Dear Mr. Harzewski -

I would like to update my "unresolved" case on my ≈ 2000 mi (electronically disabled) (3 fuses, 3 batteries etc). This complaint to (John) Miller Honda, Honda MC, has "devolved" to a complete denial of the parties to acknowledge that they have any involvement in my car.

I'll explain:

- My complaint (3+ to Miller was ⁽⁹⁻¹³⁻³⁻¹⁴⁾ met with devision ("Just Drive it!"), so I appealed to NCDS March 14 - June 14 (was denied by virtue that ① washer chart (too cold to drive?) ② Woman's Day? unhood? battery? ③ "to sell" to sell ^{me} a "Trickle Charger" for battery [Redacted] when not in use.

Case denied - no appeal!

- During this interlude, my car was left at Miller Honda for 5 months [without any repair attempted] a certified letter was sent to me to remove the car in 7-14.

I sent a tow truck to remove the car (cont'd) # 13 <2000 mi

and was met with "devison" as told to me by "lexi" ^(top driver) and told that I was "silly" (just drive it!) The serv. mgr. ^{Jeff} even called me to decide this removal as "it was my fault" and no analysis of car was done over the 5 months at the dealer.

The "5" months at the dealer followed my "eviction" from the dealer with prejudice, and I was accused by milk via (2015) response to my attorney that "I had threatened the milk staff with a gas mask!" In this day of SURV. cameras everywhere, I would demand to see the "tape". My lawyer, refuses to discuss this with me, prior to his "fire me"

(8-15) am? (+5 min-month for 6 mths (not ^{at all} interview etc) not respond to my calls/vis. f

The vehicle has experienced at least ^{#3 (at my home) 2} 3 underhood fires (noted when removed 8-14) from dealer. (+2 aftr that to 8-15)

"loud banging" has accompanied the smoke (in cabin - "campfire", acid - fire #2? was about "cigarette" level smoke (8-14)

The car not only has had 3+ fires underhood smoke "in cabin", but also has had 3+ batteries dead in a period of weeks, the last one in August 2014, 7 hours aftr returning from 2 independent shops (both could not find the problem) "500" milk/Honda could not understand - expenses, what's? (or rentals, taxis etc for 18 months) to understand

where? what?

known

hood

by

"I was reasonable" "would not have done it?"

Attorney Walker stated in his letter to me 8-15 that ^(was) he did not have the staff (ability) to sue Honda and that I had been ^{trade} "unwilling" to take the old car as even. John Miller with Honda, told me that Honda Motor was too powerful, lawyers etc to be sued (seems to be true off 2+ years) and rude, insulting, and defamatory response from Honda/Miller. When the vehicle was "evicted" I elected not to talk to the dealer for fear of "taunting" (more) but they called me ^(any way) instead, telling me I was "set up" (thrown out 3-14, etc)

It appears that Honda/Miller have no concern for their customer (me) and are "aggressively" their words defending their position. What position is that? I believe Honda has a very real problem with these cars, and cannot will not repair. It is easier to blame the customer (Little guy!!)

I am now faced with "salvaging" the car as a last resort, (cannot, will not be repaired to be safe function in

use, I will not allow someone else to get injured or killed in an unsafe car. I can only get a fraction of my investment on the car as parts (the electronics are "fried", in my opinion)

2000 miles

I would 35 years in "preventive care" and cannot "conscience" sell this new car to someone, (anyone) hence the "parting out". I have a still a friend to photograph the "salvage process" if you don't believe me.

Someone should address this issue, as I have exhausted 250 pages complaints, NCDs, 2 lawyers, 2 agencies in (CVA, Va).

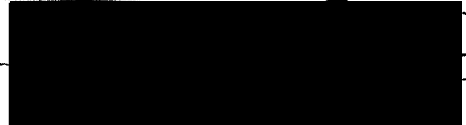
I would be happy to talk to your staff, interview, etc or provide backup documentation, if you desire. (250+ pages)

no, e-mail (Internet not available where I live)
no cell - available

Thank you



(land only)



**MILLER
HONDA**

*Purchase
2013*



March 29, 2013

[REDACTED]
Yellow Spring, WV [REDACTED]

Dear [REDACTED]

Congratulations on the purchase of your Honda FIT! On behalf of Miller Auto Sales Inc please accept my thank you for your business. It is my hope that we can make the ownership of your vehicle an enjoyable and rewarding experience.

Our interest in your satisfaction is just the beginning. I look forward to a continuing relationship, and it is my sincere desire that you remain completely happy with your vehicle and the service you receive from my dealership.

If you should have any questions regarding your vehicle, please call me or stop by at any time. I will continue to keep in touch with you on occasion to make sure everything is going great with your vehicle. Thank you again and welcome to the family.

Sincerely,

A handwritten signature in dark ink, appearing to read 'G. Waymack', written over the printed name.

George Waymack
Sales & Leasing Consultant
Miller Auto Sales Inc
(540)869-5000

Your Satisfaction Is Our Reputation...and Our Future.

Miller Honda, 3985 Valley Pike, Winchester, VA 22602 Phone (540) 869-5000, Toll Free (888) 875-5151

Sales Department Open
Mon. - Fri. 9 a.m. - 8 p.m.
Saturday 9 a.m. - 5 p.m.

Parts and Service Department Open
Mon. - Fri. 7:30 a.m. - 6 p.m.
Saturday 8 a.m. - 5 p.m.

[REDACTED]

03/20/16

[REDACTED]

[REDACTED]

QUAN.	CLASS	DESCRIPTION	PRICE	AMOUNT
1		TAXI FARE		63.10
		CAJON BRIDGE		7.00
DATE: 3-20-16			AUTHORIZATION	
REFERENCE NO.		REG/DEPT.	SUB TOTAL	
FOLIO/CHECK NO.		SERVER	CLERK	TAX
				TIPS
				MISC.
SALES SLIP				TOTAL 70.10

CUSTOMER COPY

PURCHASER SIGN HERE

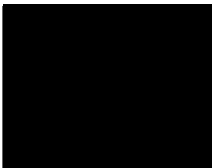
X [REDACTED]
Cardholder hereby accepts responsibility for goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer.

IMPORTANT: RETAIN THIS COPY FOR YOUR RECORDS

one of
receipts for TAXIS
due to breakdowns

does not include
rentals, etc

(no help from Milla or tbunda)



COUNCIL OF SALES
LEADERSHIP

SILVER



George Waymack
Sales Consultant

Miller Honda
3985 Valley Pike
Winchester, VA 22602
Dealer: 540.869.5000 Ext. 408
gwaymack@drivemiller.com
www.miller-honda.com

It has been a pleasure serving you!
We appreciate your business and the
confidence you have placed in us.

Again, thank you.

Happy 2 you arriving
on 2/21/13 FTS. Thanks for
your business plus sending of
your friend or family to see me
for a new Honda

J. Hill
Sales

"nice note for
copy car"

3-28-16

