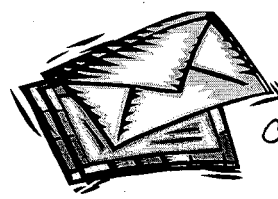


# NHTSA ccmMercury Routing Slip



CL-10649139-6411

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

Printed: 10/15/2014

|  |                                  |                                |
|--|----------------------------------|--------------------------------|
| <b>NHTSA #:</b> ES14-004592  | <b>Rec'd Date:</b> 10/15/2014    | <b>Referred By:</b> NPO-011    |
| <b>XREF #:</b>   | <b>Doc Type:</b> GEN             | <b>Doc Date:</b>               |
| <b>Delivery:</b> EXP   | <b>Address To:</b> NHTSA         | <b>Due Date:</b>               |
| <b>S10 #:</b>  | <b>DOT/I #:</b>                  | <b>RMP #:</b>                  |
| <b>Subject:</b> SUBMISSION FROM [REDACTED] RE TO FILE AN OFFICIAL COMPLAINT AGAINST HONDA MOTOR CORPORATION, ALSO INCLUDING RUSTY WALLACE HONDA IN KNOXVILLE AND COOKEVILLE HONDA SERVICE DEPARTMENTS AS OFFICIAL WARRANTY SERVICERS (FULL DOC NOT IMAGED) |                                  |                                |
| <b>Ack Date:</b>   | <b>Ack By:</b>                   | <b>Signed For:</b>             |
| <b>Sign Office:</b> ENFORCEMENT  | <b>Signature:</b> AS APPROPRIATE | <b>Cleared For:</b>            |
| <b>Cleared Date:</b>   | <b>Cleared By:</b>               | <b>Closed Date:</b> 10/15/2014 |
| <b>File Loc:</b>   | <b>XREF File:</b>                |                                |
| <b>Added By:</b> CBUTLER x60180  | <b>Modified By:</b> Chris.Butler |                                |
| <b>Most Recent Comment:</b>  |                                  |                                |

**Author:**



HARRIMAN, TN

Tel: [REDACTED] Fax: E-mail: [REDACTED]

OCT 16 2014

| Assigned To | Task        | Asgn Date  | Deadline | Returned Date |
|-------------|-------------|------------|----------|---------------|
| NVS-200     | APPROPRIATE | 10/15/2014 |          | 10/15/2014    |
| NVS-010     | INFORMATION | 10/15/2014 |          | 10/15/2014    |

NM  
10/16/14  
SMD

To whom it may concern:

Please accept this as notice to file my official complaint against Honda Motor Corporation, also including Rusty Wallace Honda in Knoxville and Cookeville Honda Service Departments as official warranty servicers.

They have violated the Consumer Protection Act of 1977 Tenn. Code Annotated:

47-2-314

47-18-101

47-18-104 (19)

47-18-104 (27)

47-18-104 (28) (A) (i)

55-24-103

55-24-105

55-24-112

They were also in violation of the Magnuson-Moss Warranty Act (P.L. 93-637) (House Report No. 93-1197, 93d Cong 2d Sess.)

I purchased a used Honda Civic on March 2, 2013 from Rusty Wallace Honda in Knoxville, TN. It had a clear car fax and several warranty and service records as you see attached. We had the oil changed and the car serviced at a dealership.

On the night of September 13, 2013 after my grandmother's funeral, the car lost power and quit on the side of the roadway near Middlesboro, Ky. A nice policeman helped move the car out of the roadway. We had to have the car towed about 175 miles.

Upon taking the car to the dealership, Rusty Wallace Honda, the initial conversation was very odd. They told me the car would be covered under factory warranty or insurance. They would have to check it out to see what was going on.

Upon the initial call from the dealership, I was told I had hit something which made the water run out and caused the engine to blow. I should notify my car insurance company and an adjustor would call.

This was very hard for me to believe because I had not hit anything. I had been driving for over 2 hours. I told them I wanted to see it because I did not understand.

I took yet another day off work to go look at it. I lied down on the ground in front of the car and could not see anything. No holes, no dents, no broken plastic. I then went inside and asked them to show me.

ES14-004592

Two service techs came outside. I was told I was not allowed in the shop, but there was a bent bracket. I could not see anything bent.

I felt like this company did not know what they were doing. I asked them to run a compression test. I was told by Ron Manning, my service advisor, they could not do it because when they pulled the valve cover off, it had antifreeze in there.

I then left and went back another day to pick up my car. I told them I wanted a second opinion after speaking to the service manager. He explained there was no way to determine which came first (the chicken or the egg). He said any tests they ran would be a waste of money because they knew the engine was blown.

I then took the car to Cookeville Honda after speaking to their service manager. I received a call a few days later that the engine was blown. I was told the district manager had already looked at it and said it was not covered under warranty because the car had been wrecked and aftermarket parts were used on it. I was angry and told them over and over I had never wrecked it and I did not hit anything. I had a clear car fax.

I then filed with corporate Honda to appeal. My appeal was denied after a few months because they felt the car had been wrecked and aftermarket parts were used.

I would like to file any and all complaints possible.

1. I feel this is a violation of the Magnuson Act which is attached. The technician at Cookeville Honda plainly told me whoever wrecked the car and put it back together knew what they were doing. He said they were a professional and did a really good job. He said they just used aftermarket parts which voided the warranty. He said they didn't believe I had wrecked it, but somewhere in the past it had been. I even have in writing the claim was denied because an aftermarket part was used.
2. In 2011 the FTC validated the right to use aftermarket parts. See attached. Therefore, in the event the car had been wrecked sometime before we purchased it, it would be a violation of the Federal Trade Commission to deny my claim.
3. It is also a violation of the Consumer Protection Commission.
4. Cars are very expensive. I specifically purchased this car because it was under a manufacturer's warranty. I feel the warranty was not honored because it was an expensive item. I have never had to use the drivetrain warranty in my entire life. The one time I ever need to use it, it does not work.
5. I feel this is a common practice by the dealerships to turn work into private insurance companies which should actually be worth. Since this is one of the very first things I was told, it seems like very common practice.

It would have been much easier to do this and my problems solved. However, I do not think it right; it is lying and it is illegal.

I am a Boy Scout leader. I teach my scouts to be honest and trustworthy. I would not be much of a person if I did not practice this myself.

Once I started pulling up information on the internet, it appears Honda knew their engine were bad and we cracking. There are numerous consumer complaints.

Honda Corporation has lost a lifelong customer and an entire family. Honda does not stand behind their product or warranty.

I spoke to a private attorney. I was told Honda is basically too big to sue. He said it would cost me \$20,000 to sue them.

I have attached several consumer complaints. A few of the laws they have violated. I have also provided the letter I sent to Honda with pictures.

My car sat there all winter with water inside the cylinder head. It ruined any parts the heating and blowing of the engine had not already ruined.

I feel Honda violated my right to my warranty. They caused lots of stress and inconvenience. Many tow bills, a lot of money to sell the car for a huge loss and several missed days of work. When I picked up the car, there were body parts laying everywhere. Some in the seats, some in the trunk, etc. it wasn't even put back together, so we knew what we had. We were not told the front end of the car was not attached or that the bolts were removed. When the car finally got back to our house, it was unloaded. As soon as they started taking the car off the trailer, the whole front end got caught on the trailer. It ripped it and ruined it. I had no choice but to sell this 6 month old car for scrap. Someone then rebuilt the engine. He also got all the missing parts for the body of the car. Once he finished, I had to go with him to trade the car to the dealership.

This has been a complete nightmare. I had to pay insurance on the car for months and months without use. I also had to go without the car for nearly a year before I could buy another car.

I feel this practice has violated my rights and broke several laws. I ask for your help to help me recover my losses.

Thank you in advance,

[REDACTED]

Published on *Specialty Equipment Market Association* [REDACTED]

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# FTC Validates Right to Install Aftermarket Parts

In a Consumer Alert issued by the Federal Trade Commission (FTC), the agency confirmed that "The Magnuson-Moss Warranty Act makes it illegal for companies to void your warranty or deny coverage under the warranty simply because you used an aftermarket part." The alert outlines key provisions in the law that provides protections to car owners. As defined by the FTC, an "aftermarket" part is a part made by a company other than the vehicle manufacturer or the original equipment manufacturer."

"The FTC's reference to aftermarket parts is equally applicable to specialty parts," said Russ Deane, SEMA's General Counsel. "Under the Magnuson-Moss Warranty Act, the warranty cannot be conditioned to a specific brand of parts, services or vehicle modifications unless those parts or services are provided free of charge."

The alert notes that a consumer has the right to patronize independent retail stores and repair shops for parts and service without fear of voiding the new car warranty. The dealer/vehicle manufacturer has the right to deny a warranty repair but they must demonstrate that the aftermarket part caused the problem. The warranty remains in effect for all other covered parts.

The FTC alert may be downloaded using this link:

[REDACTED]

The alert was issued in response to an FTC complaint filed last August by the Automotive Aftermarket Industry Association (AAIA), Automotive Oil Change Association (AOCA) and the Tire Industry Association (TIA).

Questions? Contact Stuart Gosswein at [REDACTED]

[Breaking News](#)   [Government Affairs](#)

Source URL [REDACTED]

# Magnuson–Moss Warranty Act

From Wikipedia, the free encyclopedia

The **Magnuson–Moss Warranty Act** (P.L. 93-637) is a United States federal law, (15 U.S.C. § 2301 (<http://www.law.cornell.edu/uscode/15/2301.html>) *et seq.*). Enacted in 1975, it is the federal statute that governs warranties on consumer products. The Act was sponsored by Senator Warren G. Magnuson of Washington and U.S. Representative John E. Moss of California, both Democrats, as well as Senator Frank Moss of Utah, who co-sponsored it with Magnuson.

## Contents

- 1 Purpose
- 2 Definitions used
- 3 Requirements
  - 3.1 Full Warranty Requirements
- 4 Limitations
- 5 Remedies under the Act
- 6 See also
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## Purpose

According to the Report of the House of Representatives which accompanied the law (House Report No. 93-1197, 93d Cong 2d Sess.) the Magnuson-Moss act was enacted by Congress in response to the widespread misuse by merchants of express warranties and disclaimers. The legislative history indicates that the purpose of the Act is to make warranties on consumer products more readily understood and enforceable and to provide the Federal Trade Commission with means to better protect consumers.<sup>[1]</sup>

The statute is remedial in nature and is intended to protect consumers from deceptive warranty practices. Consumer products are not required to have warranties, but if one is given, it must comply with the Magnuson-Moss Act.

## Definitions used

The Magnuson-Moss Act contains many definitions:

- A "consumer" is a buyer of consumer goods for personal use. A buyer of consumer products for resale is not a consumer.<sup>[2]</sup>
- A "supplier" is any person engaged in the business of making a consumer product directly or indirectly available to consumers.<sup>[3]</sup>
- A "warrantor" is any supplier or other person who gives or offers a written warranty or who has some

obligation under an implied warranty.<sup>[4]</sup>

- A "consumer product" is generally any tangible personal property for sale and that is normally used for personal, family, or household purposes. It is important to note that the determination whether a good is a consumer product requires a factual finding, on a case-by-case basis. *Najran Co. for General Contracting and Trading v. Fleetwood Enterprises, Inc.*, 659 F. Supp. 1081 (S.D. Ga. 1986).
- A "written warranty" (also called an express warranty) is any written promise made in connection with the sale of a consumer product by a supplier to a consumer that relates to the material and/or workmanship and that affirms that the product is defect-free or will meet a certain standard of performance over a specified time.
- An "implied warranty" is defined in state law. The Magnuson-Moss Act simply provides limitations on disclaimers and provides a remedy for their violation.
- Designations:
  - A "full warranty" is one that meets the federal minimum standards for a warranty. Such warranties must be "conspicuously designated" as full warranties. If each of the following five statements is true about your warranty's terms and conditions, it is a "full" warranty:
    - You do not limit the duration of implied warranties.
    - You provide warranty service to anyone who owns the product during the warranty period; that is, you do not limit coverage to first purchasers.<sup>[5]</sup>
    - You provide warranty service free of charge, including such costs as returning the product or removing and reinstalling the product when necessary.
    - You provide, at the consumer's choice, either a replacement or a full refund if, after a reasonable number of tries, you are unable to repair the product.
    - You do not require consumers to perform any duty as a precondition for receiving service, except notifying you that service is needed, unless you can demonstrate that the duty is reasonable.
  - A "limited warranty" is one that does not meet the federal minimums. Such warranties must be "conspicuously designated" as limited warranties.
- A "multiple warranty" is part full and part limited.
- A "service contract" is different from a warranty because service contracts do not affirm the quality or workmanship of a consumer product. A service contract is a written instrument in which a supplier agrees to perform, over a fixed period or for a specified duration, services relating to the maintenance or repair, or both, of a consumer product. Agreements that meet the statutory definition of service contracts, but are sold and regulated under state law as contracts of insurance, do not come under the Act's provisions.
- Disclaimer or Limitation of Implied Warranties when a service contract is sold:

Sellers of consumer products who make service contracts on their products are prohibited under the Act from disclaiming or limiting implied warranties.<sup>[6]</sup> (Remember also that sellers who extend written warranties on consumer products cannot disclaim implied warranties, regardless of whether they make service contracts on their products.) However, sellers of consumer products that merely sell service contracts as agents of service contract companies and do not themselves extend written warranties can disclaim implied warranties on the products they sell.

## Requirements

The Act provides that any warrantor warranting a consumer product to a consumer by means of a written warranty must disclose, fully and conspicuously, in simple and readily understood language, the terms and conditions of the warranty to the extent required by rules of the Federal Trade Commission. The FTC has enacted regulations governing the disclosure of written consumer product warranty terms and conditions on consumer products actually costing the consumer more than \$15. The Rules can be found at 16 C.F.R. Part 700.

Under the terms of the Act, ambiguous statements in a warranty are construed *against* the drafter of the warranty.

Likewise, service contracts must fully, clearly, and conspicuously disclose their terms and conditions in simple and readily understood language.

Warrantors cannot require that only branded parts be used with the product in order to retain the warranty.<sup>[7]</sup> This is commonly referred to as the "tie-in sales" provisions,<sup>[8]</sup> and is frequently mentioned in the context of third-party computer parts, such as memory and hard drives.

## Full Warranty Requirements

Under a full warranty, in the case of a defect, malfunction, or failure to conform with the written warranty, the warrantor:

- can remedy the consumer product within a reasonable time and without charge;
- may not impose any limitation on the duration of any implied warranty on the product;
- may not exclude or limit consequential damages for a breach of any written or implied warranty on the product, unless the exclusion or limitation conspicuously appears on the face of the warranty; and
- if the product, or a component part, contains a defect or malfunction, must permit the consumer to elect either a refund or replacement without charge, after a reasonable number of repair attempts.

In addition, the warrantor may not impose any duty, other than notification, upon any consumer, as a condition of securing the repair of any consumer product that malfunctions, is defective, or does not conform to the written warranty. However, the warrantor may require consumers to return a defective item to its place of purchase for repair.

## Limitations

The Magnuson–Moss Warranty Act does not invalidate or restrict any right or remedy of any consumer under any other federal law, nor does the Act supersede the Federal Trade Commission Act as it pertains to antitrust actions.

The Act does not invalidate or restrict any right or remedy of any consumer under state law. The Act is not the dominant regulation of consumer product warranties, and while it prescribes certain disclosures and restricts certain limitations on warranties, it leaves other warranty law untouched.<sup>[9]</sup>

Although the Act covers warranties on repair or replacement parts in consumer products, warranties on services for repairs are not covered.

The federal minimum standards for full warranties are waived if the warrantor can show that the problem associated with a warranted consumer product was caused by damage while in the possession of the consumer, or by unreasonable use, including a failure to provide reasonable and necessary maintenance.

## Remedies under the Act

The Act is meant to provide consumers with access to reasonable and effective remedies where there is a breach of warranty on a consumer product. The Act provides for informal dispute-settlement procedures and for actions brought by the government and by private parties.

The FTC has been mandated by Congress to promulgate rules to encourage the use of alternative dispute resolution, and full warranties may require mediation and/or arbitration as a first step toward settling disputes.

In addition, the federal government has the authority to take injunctive action against a supplier or warrantor who fails to meet the requirements of the act.

Finally, consumers may seek redress in the courts for alleged violations of the Magnuson-Moss Act. A consumer who has been injured by the noncompliance of a supplier may bring an action in federal court if the amount in controversy is over \$25,000 or a class action if the number of class plaintiffs is greater than 100. If the jurisdictional amount, or number of plaintiffs, do not meet these thresholds, an action under the act may be brought only in state court.<sup>[10]</sup> Moreover, one of the key aids to the effectiveness of the Act is that a prevailing plaintiff may recover reasonable costs of suit, including attorney fees.<sup>[11]</sup>

## See also

- Specialty Equipment Market Association
- Warranty claim
- Lemon Law

## Sources

- American Jurisprudence, 2nd
- Federal Trade Commission
- 15 U.S.C. § 2301
- 16 Code of Federal Regulations 700
- House Report No. 93-1606, 93d Cong 2d Sess.
- *\_\_\_\_\_ v. Southern Energy Homes, Inc.* 305 F.3d 1268 (11th Cir. 2002).
- *\_\_\_\_\_ v. Palm Harbor Homes, Inc.*, 254 F.3d 1321, 45 U.C.C. Rep. Serv. 2d 56 (11th Cir. 2001).
- *Najran Co. for General Contracting and Trading v. Fleetwood Enterprises, Inc.*, 659 F. Supp. 1081 (S.D. Ga. 1986).

## References

1. *\_\_\_\_\_ v. Southern Energy Homes, Inc.* 305 F.3d 1268 (11th Cir. 2002)
2. *^ "CONSUMER PRODUCT WARRANTIES chapter 50" \_\_\_\_\_ols/15C50.txt*.  
*http://uscode.house.gov*. Retrieved 1 February 2013.
3. *^ "2301 - Definitions" \_\_\_\_\_uscode/text/15/2301) \_\_\_\_\_*  
*\_\_\_\_\_* Retrieved 1 February 2013.
4. *^ "WARRANTY INFORMATION" \_\_\_\_\_*  
*\_\_\_\_\_* Retrieved 1 February 2013.

5. ^ "Warranties: Titling Written Warranties as "Full" or "Limited"" (<http://www.smallbusinessnotes.com/managing-your-business/warranties-titling-written-warranties-as-full-or-limited.html>). Retrieved 1 February 2013.
6. ^ "Warranties: Offering Service Contracts" (<http://www.smallbusinessnotes.com/managing-your-business/warranties-offering-service-contracts.html>). Retrieved 1 February 2013.
7. ^ 15 USC 2302(c)
8. ^ [www.ftc.gov/bcp/edu/pubs/business/adv/bus01.shtm#Magnuson-Moss](http://www.ftc.gov/bcp/edu/pubs/business/adv/bus01.shtm#Magnuson-Moss)
9. ^ [www.ftc.gov](http://www.ftc.gov) v. Palm Harbor Homes, Inc., 254 F.3d 1321 (11th Cir. 2001)
10. ^ See 15 U.S.C. 2310(d)(1)
11. ^ 15 U.S.C. 2310(d)(1)(B)(2).

## External links

- Text of the law ([www.uscode.html/uscode15/usc\\_sup\\_01\\_15\\_10\\_50.html](http://www.uscode.html/uscode15/usc_sup_01_15_10_50.html)) (one page printable version ([www.uscode.html/download/pls/15C50.txt](http://www.uscode.html/download/pls/15C50.txt))).
- A Businessperson's Guide to Federal Warranty Law, from [ftc.gov](http://www.ftc.gov)
- American Law Encyclopedia: Magnuson-Moss Warranty Act ([www.americanlawencyclopedia.com/bcp/edu/pubs/business/adv/bus01.shtm#Magnuson-Moss](http://www.americanlawencyclopedia.com/bcp/edu/pubs/business/adv/bus01.shtm#Magnuson-Moss))
- The John E. Moss Foundation ([www.johnemossfoundation.org/pages/8384/Magnuson-Moss-Warranty-Act.html](http://www.johnemossfoundation.org/pages/8384/Magnuson-Moss-Warranty-Act.html))

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Categories: 1975 in law United States federal commerce legislation

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## **Can an automotive dealership void your warranty?**

### **Understanding the Magnuson-Moss Warranty Act of 1975.**

Nearly everyone has heard about someone who has taken a vehicle that has been modified with aftermarket parts to a dealer for warranty service, only to have the dealer refuse to cover the defective items. The dealer usually states that because of the aftermarket parts the warranty is void, without even attempting to determine whether the aftermarket part caused the problem.

This is illegal.

Vehicle manufacturers are not allowed to void the vehicle warranty just because aftermarket parts are on the vehicle. To better understand this problem it is best to know the differences between the two types of new car warranties and the two types of emission warranties.

When a vehicle is purchased new and the owner is protected against the faults that may occur by an expressed warranty - an offer by the manufacturer to assume the responsibility for problems with predetermined parts during a stated period of time. Beyond the expressed warranty, the vehicle manufacturer is often held responsible for further implied warranties. These state that a manufactured product should meet certain standards. However, in both cases, the mere presence of aftermarket parts doesn't void the warranty.

There are also two emission warranties (defect and performance) required under the clean air act. The defect warranty requires the manufacturer to produce a vehicle which, at the time of sale, is free of defects that would cause it to not meet the required emission levels for its useful life as defined in the law. The performance warranty implies a vehicle must maintain certain levels of emission performance over its useful life. If the vehicle fails to meet the performance warranty requirements, the manufacturer must make repairs at no cost to the owner, even if an aftermarket part is directly responsible for a warranty claim, the vehicle manufacturer cannot void the performance warranty. This protection is the result of a parts self - certification program developed by the Environmental Protection Agency (EPA) and the Specialty Equipment Market Association (SEMA).

In cases where such a failed aftermarket part is responsible for a warranty claim, the vehicle manufacturer must arrange a settlement with

the consumer, but by law the new - vehicle warranty is not voided.

Overall, the laws governing warranties are very clear. The only time a new vehicle warranty can be voided is if an aftermarket part has been installed and it can be proven that it is responsible for an emission warranty claim. However, a vehicle manufacturer or dealership cannot void a warranty simply because an aftermarket equipment has been installed on a vehicle.

If a dealership denies a warranty claim and you think the claim falls under the rules explained above concerning the clean air act (such as an emission part failure), obtain a written explanation of the dealers refusal. Then follow the steps outlined in the owners manual. However, if this fails, then phone your complaint in to the EPA at (202) 233-9040 or (202) 326-9100.

If a dealer denies a warranty claim involving an implied or expressed new car warranty and you would like help, you can contact the Federal Trade Commission (FTC). The FTC works for the consumer to prevent fraudulent, deceptive and unfair business practices in the marketplace and to provide information to help consumers spot, stop and avoid them. To file a complaint, you can call toll-free, 1-877-FTC-HELP (1-877-382-4357), or use the online complaint form. The FTC enters Internet, telemarketing, and other fraud-related complaints into Consumer Sentinel, a secure, online database available to hundreds of civil and criminal law enforcement agencies worldwide.

### **WHAT IS THE MAGNUSON-MOSS WARRANTY ACT?**

On January 4, 1975, President Ford signed into law the Magnuson-Moss Warranty Act, Title 1, ..101-112, 15 U.S.C. ..2301 et seq. This act, effective July 4, 1975, is designed to "improve the adequacy of information available to consumers, prevent deception, and improve competition in the marketing of consumer products. . . ." The Magnuson-Moss Warranty Act applies only to consumer products, which are defined as "any tangible personal property which is distributed in commerce and which is normally used for personal, family, or household purposes (including any such property intended to be attached to or installed in any real property without regard to whether it is so attached or installed)." Under Section 103 of the Act, if a warrantor sells a consumer product costing more than \$15 under written warranty, the writing must state the warranty in readily understandable language as determined by standards set forth by the Federal Trade Commission. There is, however, no requirement that a warranty be given nor that any product be warranted for any length of time. Thus the Act only requires that when there is a written warranty, the warrantor

clearly disclose the nature of his warranty obligation prior to the sale of the product. The consumer may then compare warranty protection, thus shopping for the "best buy." To further protect the consumer from deception, the Act requires that any written warranty must be labeled as either a "full" or a "limited" warranty. Only warranties that meet the standards of the Act may be labeled as "full." One of the most important provisions of the Act prohibits a warrantor from disclaiming or modifying any implied warranty whenever any written warranty is given or service contract entered into. Implied warranties may, however, be limited in duration if the limitation is reasonable, conscionable, and set forth in clear and unmistakable language prominently displayed on the face of the warranty. A consumer damaged by breach of warranty, or noncompliance with the act, may sue in either state or federal district court. Access to federal court, however, is severely limited by the Act's provision that no claim may be brought in federal court if: (a) The amount in controversy of any individual claim is less than \$25,000; (b) the amount in controversy is less than the sum or value of \$50,000 computed on the basis of all claims in the suit; or (c) a class action is brought, and the number of named plaintiffs is less than 100. In light of these requirements it is likely that most suits will be brought in state court. If the consumer prevails, he is awarded costs and attorneys' fees. Nothing in the Act invalidates any right or remedy available under state law, and most suits should proceed on claims based on both the Code and the Act.

### **Understanding the Magnuson-Moss Warranty Act**

The Magnuson-Moss Warranty Act is the federal law that governs consumer product warranties. Passed by Congress in 1975, the Act requires manufacturers and sellers of consumer products to provide consumers with detailed information about warranty coverage. In addition, it affects both the rights of consumers and the obligations of warrantors under written warranties.

To understand the Act, it is useful to be aware of Congress' intentions in passing it. First, Congress wanted to ensure that consumers could get complete information about warranty terms and conditions. By providing consumers with a way of learning what warranty coverage is offered on a product before they buy, the Act gives consumers a way to know what to expect if something goes wrong, and thus helps to increase customer satisfaction.

Second, Congress wanted to ensure that consumers could compare warranty coverage before buying. By comparing, consumers can choose a product with the best combination of price, features, and warranty

coverage to meet their individual needs.

Third, Congress intended to promote competition on the basis of warranty coverage. By assuring that consumers can get warranty information, the Act encourages sales promotion on the basis of warranty coverage and competition among companies to meet consumer preferences through various levels of warranty coverage.

Finally, Congress wanted to strengthen existing incentives for companies to perform their warranty obligations in a timely and thorough manner and to resolve any disputes with a minimum of delay and expense to consumers. Thus, the Act makes it easier for consumers to pursue a remedy for breach of warranty in the courts, but it also creates a framework for companies to set up procedures for resolving disputes inexpensively and informally, without litigation.

### **What the Magnuson-Moss Act Does Not Require**

In order to understand how the Act affects you as a businessperson, it is important first to understand what the Act does not require.

First, the Act does not require any business to provide a written warranty. The Act allows businesses to determine whether to warrant their products in writing. However, once a business decides to offer a written warranty on a consumer product, it must comply with the Act.

Second, the Act does not apply to oral warranties. Only written warranties are covered.

Third, the Act does not apply to warranties on services. Only warranties on goods are covered. However, if your warranty covers both the parts provided for a repair and the workmanship in making that repair, the Act does apply to you.

Finally, the Act does not apply to warranties on products sold for resale or for commercial purposes. The Act covers only warranties on consumer products. This means that only warranties on tangible property normally used for personal, family, or household purposes are covered. (This includes property attached to or installed on real property.) Note that applicability of the Act to a particular product does not, however, depend upon how an individual buyer will use it.

The following section of this manual summarizes what the Magnuson-Moss Warranty Act requires warrantors to do, what it prohibits them from doing, and how it affects warranty disputes.

## **What the Magnuson-Moss Act Requires**

In passing the Magnuson-Moss Warranty Act, Congress specified a number of requirements that warrantors must meet. Congress also directed the FTC to adopt rules to cover other requirements. The FTC adopted three Rules under the Act, the Rule on Disclosure of Written Consumer Product Warranty Terms and Conditions (the Disclosure Rule), the Rule on Pre-Sale Availability of Written Warranty Terms (the Pre-Sale Availability Rule), and the Rule on Informal Dispute Settlement Procedures (the Dispute Resolution Rule). In addition, the FTC has issued an interpretive rule that clarifies certain terms and explains some of the provisions of the Act. This section summarizes all the requirements under the Act and the Rules.

The Act and the Rules establish three basic requirements that may apply to you, either as a warrantor or a seller.

As a warrantor, you must designate, or title, your written warranty as either "full" or "limited."

As a warrantor, you must state certain specified information about the coverage of your warranty in a single, clear, and easy-to-read document. As a warrantor or a seller, you must ensure that warranties are available where your warranted consumer products are sold so that consumers can read them before buying.

The titling requirement, established by the Act, applies to all written warranties on consumer products costing more than \$10. However, the disclosure and pre-sale availability requirements, established by FTC Rules, apply to all written warranties on consumer products costing more than \$15. Each of these three general requirements is explained in greater detail in the following chapters.

## **What the Magnuson-Moss Act Does Not Allow**

There are three prohibitions under the Magnuson-Moss Act. They involve implied warranties, so-called "tie-in sales" provisions, and deceptive or misleading warranty terms.

### **Disclaimer or Modification of Implied Warranties**

The Act prohibits anyone who offers a written warranty from disclaiming or modifying implied warranties. This means that no matter how broad or narrow your written warranty is, your customers always will receive the basic protection of the implied warranty of merchantability.

There is one permissible modification of implied warranties, however. If you offer a "limited" written warranty, the law allows you to include a provision that restricts the duration of implied warranties to the duration of your limited warranty. For example, if you offer a two-year limited warranty, you can limit implied warranties to two years. However, if you offer a "full" written warranty, you cannot limit the duration of implied warranties.

If you sell a consumer product with a written warranty from the product manufacturer, but you do not warrant the product in writing, you can disclaim your implied warranties. (These are the implied warranties under which the seller, not the manufacturer, would otherwise be responsible.) But, regardless of whether you warrant the products you sell, as a seller, you must give your customers copies of any written warranties from product manufacturers.

### **"Tie-In Sales" Provisions**

Generally, tie-in sales provisions are not allowed. Such a provision would require a purchaser of the warranted product to buy an item or service from a particular company to use with the warranted product in order to be eligible to receive a remedy under the warranty. The following are examples of prohibited tie-in sales provisions.

In order to keep your new Plenum Brand Vacuum Cleaner warranty in effect, you must use genuine Plenum Brand Filter Bags. Failure to have scheduled maintenance performed, at your expense, by the Great American Maintenance Company, Inc., voids this warranty.

While you cannot use a tie-in sales provision, your warranty need not cover use of replacement parts, repairs, or maintenance that is inappropriate for your product. The following is an example of a permissible provision that excludes coverage of such things.

While necessary maintenance or repairs on your AudioMundo Stereo System can be performed by any company, we recommend that you use only authorized AudioMundo dealers. Improper or incorrectly performed maintenance or repair voids this warranty.

Although tie-in sales provisions generally are not allowed, you can include such a provision in your warranty if you can demonstrate to the satisfaction of the FTC that your product will not work properly without a specified item or service. If you believe that this is the case, you should contact the warranty staff of the FTC's Bureau of Consumer Protection for information on how to apply for a waiver of the tie-in

sales prohibition.

### **Deceptive Warranty Terms**

Obviously, warranties must not contain deceptive or misleading terms. You cannot offer a warranty that appears to provide coverage but, in fact, provides none. For example, a warranty covering only "moving parts" on an electronic product that has no moving parts would be deceptive and unlawful. Similarly, a warranty that promised service that the warrantor had no intention of providing or could not provide would be deceptive and unlawful.

### **How the Magnuson Moss Act May Affect Warranty Disputes**

Two other features of the Magnuson-Moss Warranty Act are also important to warrantors. First, the Act makes it easier for consumers to take an unresolved warranty problem to court. Second, it encourages companies to use a less formal, and therefore less costly, alternative to legal proceedings. Such alternatives, known as dispute resolution mechanisms, often can be used to settle warranty complaints before they reach litigation.

### **Consumer Lawsuits**

The Act makes it easier for purchasers to sue for breach of warranty by making breach of warranty a violation of federal law, and by allowing consumers to recover court costs and reasonable attorneys' fees. This means that if you lose a lawsuit for breach of either a written or an implied warranty, you may have to pay the customer's costs for bringing the suit, including lawyer's fees.

Because of the stringent federal jurisdictional requirements under the Act, most Magnuson-Moss lawsuits are brought in state court. However, major cases involving many consumers can be brought in federal court as class action suits under the Act.

Although the consumer lawsuit provisions may have little effect on your warranty or your business, they are important to remember if you are involved in warranty disputes.

### **Alternatives to Consumer Lawsuits**

Although the Act makes consumer lawsuits for breach of warranty easier to bring, its goal is not to promote more warranty litigation. On the contrary, the Act encourages companies to use informal dispute resolution mechanisms to settle warranty disputes with their customers.

Basically, an informal dispute resolution mechanism is a system that works to resolve warranty problems that are at a stalemate. Such a mechanism may be run by an impartial third party, such as the Better Business Bureau, or by company employees whose only job is to administer the informal dispute resolution system. The impartial third party uses conciliation, mediation, or arbitration to settle warranty disputes.

The Act allows warranties to include a provision that requires customers to try to resolve warranty disputes by means of the informal dispute resolution mechanism before going to court. (This provision applies only to cases based upon the Magnuson-Moss Act.) If you include such a requirement in your warranty, your dispute resolution mechanism must meet the requirements stated in the FTC's Rule on Informal Dispute Settlement Procedures (the Dispute Resolution Rule). Briefly, the Rule requires that a mechanism must:

- Be adequately funded and staffed to resolve all disputes quickly;
- Be available free of charge to consumers;
- Be able to settle disputes independently, without influence from the parties involved;
- Follow written procedures;
- Inform both parties when it receives notice of a dispute;
- Gather, investigate, and organize all information necessary to decide each dispute fairly and quickly;
- Provide each party an opportunity to present its side, to submit supporting materials, and to rebut points made by the other party; (the mechanism may allow oral presentations, but only if both parties agree);
- Inform both parties of the decision and the reasons supporting it within 40 days of receiving notice of a dispute; Issue decisions that are not binding; either party must be free to take the dispute to court if dissatisfied with the decision (however, companies may, and often do, agree to be bound by the decision);
- Keep complete records on all disputes; and
- Be audited annually for compliance with the Rule.

It is clear from these standards that informal dispute resolution mechanisms under the Dispute Resolution Rule are not "informal" in the sense of being unstructured. Rather, they are informal because they do not involve the technical rules of evidence, procedure, and precedents that a court of law must use.

Currently, the FTC's staff is evaluating the Dispute Resolution Rule to determine if informal dispute resolution mechanisms can be made simpler and easier to use. To obtain more information about this review,

contact the FTC's warranty staff.

As stated previously, you do not have to comply with the Dispute Resolution Rule if you do not require consumers to use a mechanism before bringing suit under the Magnuson-Moss Act. You may want to consider establishing a mechanism that will make settling warranty disputes easier, even though it may not meet the standards of the Dispute Resolution Rule.

You can view a slightly more detailed legal explanation of the Magnuson - Moss Warranty act of 1975 by clicking on the following link: <http://www.pipeline.com/~rmantis/webdoc14.htm>

Sources of the above information include:

Superchips Inc. Newsletter / Car Craft September 1994 issue.  
Federal Trade Commission Website.  
State Bar of Texas Website (texasbarcle.com)



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CONSUMER INFORMATION

## Auto Warranties & Routine Maintenance

If you own a car, you know how important it is to keep up with routine maintenance and repairs. But can a dealer refuse to honor the warranty that came with your new car if someone else does the routine maintenance or repairs?

The Federal Trade Commission (FTC), the nation's consumer protection agency, says no. In fact, it's illegal for a dealer to deny your warranty coverage simply because you had routine maintenance or repairs performed by someone else. Routine maintenance often includes oil changes, tire rotations, belt replacement, fluid checks and flushes, new brake pads, and inspections. Maintenance schedules vary by vehicle make, model and year; the best source of information about routine scheduled maintenance is your owner's manual.

### What is a warranty?

A warranty is a promise, often made by a manufacturer, to stand behind its product or to fix certain defects or malfunctions over a period of time. The warranty pays for any covered repairs or part replacements during the warranty period.

### Do I have to use the dealer for repairs and maintenance to keep my warranty in effect?

No. An independent mechanic, a retail chain shop, or even you yourself can do routine maintenance and repairs on your vehicle. In fact, the Magnuson-Moss Warranty Act, which is enforced by the FTC, makes it illegal for manufacturers or dealers to claim that your warranty is void or to deny coverage under your warranty simply because someone other than the dealer did the work. That said, there may be certain situations where a repair may not be covered. For example, if you or your mechanic replaced a belt improperly and your engine is damaged as a result, your manufacturer or dealer may deny responsibility for fixing the engine under the warranty. However, according to the FTC, the manufacturer or dealer must be able to demonstrate that it was the improper belt replacement — rather than some other defect — that caused the damage to your engine. The warranty would still be in effect for other parts of your car.

### Will using 'aftermarket' or recycled parts void my warranty?

No. An 'aftermarket' part is a part made by a company other than the vehicle manufacturer or the original equipment manufacturer. A 'recycled' part is a part that was made for and installed in a new vehicle by the manufacturer or the original equipment manufacturer, and later removed from the vehicle and made available for resale or reuse. Simply using an aftermarket or recycled part does not void your warranty. The Magnuson-Moss Warranty Act makes it illegal for companies to void your warranty or deny coverage under the warranty simply because you used an aftermarket or recycled part. Still, if it turns out that the aftermarket or recycled part was itself defective or wasn't installed correctly, and it causes damage to another part that is covered under the warranty, the manufacturer or dealer has the right to deny coverage for that part and charge you for any repairs. The FTC says the manufacturer or dealer must show that the aftermarket or recycled part caused the need for repairs before denying warranty coverage.

### Tips To Avoid Warranty Issues

Here's how to get the most out of your vehicle's warranty:

- **Read your warranty.** Often bundled with your owner's manual, the warranty gives a general description and specific details about your coverage. If you have misplaced your owner's manual, look for it online. Check the "Owners" section of your manufacturer's website.
- **Be aware of your warranty period.** If problems arise that are covered under the warranty, get them checked out before the warranty expires.

- **Service your car at regular intervals.** This is a good idea in any case. But for the sake of keeping your warranty intact, follow the manufacturer's recommended service schedule. Details are in your owner's manual.
- **Keep all service records and receipts, regardless of who performs the service.** This includes oil changes, tire rotations, belt replacement, new brake pads, and inspections. Create a file to keep track of repairs; it will come in handy if you have to use your warranty. If you ever have a warranty claim and it appears that you did not maintain your vehicle, your claim could be denied.
- **Complain.** If you think a dealer's service advisor denied your warranty claim unfairly, ask to speak with a supervisor. If you still aren't satisfied, contact the manufacturer or go to another dealer. You also may wish to file a complaint with your state Attorney General, local consumer protection office, or the FTC.

This article was previously available as *Auto Warranties, Routine Maintenance, and Repairs: Is Using the Dealer a Must?*

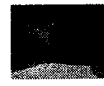
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## Warranty and Aftermarket Parts

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Ad ORIGINAL Posted: Jul 01, 2008 | By: Tom Torbjomsen

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Recently, a listener called my radio show with this question: "If I install a supercharger and aftermarket ignition system on my Neon, will it void the warranty?"

To which I responded: "Possibly."

This question prompted me to comment on installing aftermarket parts and how such installation could void the vehicle's warranty. During my soliloquy, an e mail arrived at the studio from the CEO of an aftermarket parts company listening on XM Radio while traveling across Arizona. His comment:

**"YOU SHOULD GET A COPY OF THE MAGNUSON-MOSS WARRANTY ACT OF 1975 BEFORE COMMENTING ANY FURTHER!"**

He carried on in a more colorful manner, basically informing me that I didn't know my rear end from third base. What had I said that so infuriated this guy? When I checked into the Magnuson-Moss Warranty Act of 1975 I understood.

Here is how the act reads as per the SEMA (Specialty Equipment Market Association) website ([www.sema.org](http://www.sema.org)).

Magnuson-Moss Warranty Act, Title 1, \_\_\_101-112, 15 U.S.C. \_\_\_2301 et seq. This act, effective July 4, 1975, is designed to "improve the adequacy of information available to consumers, prevent deception, and improve competition in the marketing of consumer products . . ." The Magnuson-Moss Warranty Act applies only to consumer products, which are defined as "any tangible personal property which is distributed in commerce and which is normally used for personal, family, or household purposes (including any such property intended to be attached to or installed in any real property without regard to whether it is so attached or installed)." Under Section 103 of the Act, if a warrantor sells a consumer product costing more than \$15 under written warranty, the writing must state the warranty in readily understandable language as determined by standards set forth by the Federal Trade Commission. There is, however, no requirement that a warranty be given nor that any product be warranted for any length of time. Thus the Act only requires that when there is a written warranty, the warrantor clearly disclose the nature of his warranty obligation prior to the sale of the product. The consumer may then compare warranty protection, thus shopping for the "best buy." To further protect the consumer from deception, the Act requires that any written warranty must be labeled as either a "full" or a "limited" warranty. Only warranties that meet the standards of the Act may be labeled as "full." One of the most important provisions of the Act prohibits a warrantor from disclaiming or modifying any implied warranty whenever any written warranty is given or service contract entered into.

This means that, under the provisions of the Magnuson-Moss Warranty Act of 1975, an automotive dealership/carmaker cannot void your warranty because your vehicle has been modified with aftermarket parts. They (the manufacturers) have to prove that the failure was the direct result of the installed aftermarket part. Unfortunately, too many folks have gone to a dealer to have warranty service performed on their modified vehicle only to have the dealer refuse to cover the defective items. The dealer usually states, that because of the aftermarket parts installed, the warranty is void (without even attempting to determine whether or not the aftermarket part caused the problem). This is illegal..period.

Below are illustrations of aftermarket installations that WOULD cause the voiding of a vehicle's warranty.

### Example 1:

You install an aftermarket electronic cruise control. While you're driving down the road, the cruise unit develops an internal short causing the accelerator pedal to depress to the floor and over-revving the engine. After this episode the engine develops an engine knock under acceleration or under load. The car is still under warranty so you take it into your local dealer and they determine that the short in the cruise unit over-revved the engine, causing the rod bearings to spin and causing damage to the crankshaft and connecting rods. In this case, your warranty is void because the aftermarket cruise unit caused the engine problem. Not only are you responsible for the engine replacement, the dealer is within his rights to charge you for the diagnosis. Too bad, you lose.

### Example 2:

You install an aftermarket air dam system to channel more air to the cold air intake system that you installed. The

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air dam system causes the vehicle to overheat because it restricts airflow over the radiator. As a result of overheating, the engine blows a head gasket and a cylinder head is warped. The car is still under warranty. You take it to your dealer and they determine that the aftermarket air dam system caused the overheating and thus the cylinder head damage and gasket failure. The carmaker is not obligated to perform any repairs under the provisions of the warranty.

**Example 3:**

You install a 6' "Personal Snowplow" on your SUV (aftermarket companies are making these plows for smaller trucks). The warranty expressly states that the installation of a snowplow voids all warranty if the vehicle comes in with frame, suspension, steering linkage or any other damage that can be attributed to the plow installation. You go ahead and install the plow anyway. While plowing you drive hard into a snow bank and the air bag deploys. You take it into your dealer and they determine that the airbag deployed because of the hard impact of the plow into the snow bank. But you took the plow off! Yes, but the mounting brackets, winch, and hydraulics are still there, and there is indication of stress to the frame where the plow is mounted. Warranty void! You are left holding the bag (pun intended).

**Example 4:**

You install a high energy ignition system along with a special performance chip in your car's computer to increase performance, as well as aftermarket headers (of course you had to disconnect the O2 sensor); maybe you are a street racer. The car is due for state inspection and it fails for the emissions part of the inspection. You take it into your dealer for warranty service to the emissions system. The dealer determines that the car failed because you modified the performance system as well as the exhaust system. Sure it runs like a racecar, but it will never pass the state emissions test set up this way. And oh, by the way, you just voided your warranty because the car was set up for racing and the OEM system was cannibalized.

In any one of these scenarios, if the dealer just lifted the hood, saw the modifications, and stated that the warranty was void based on what they saw (without verifying that the failure was due to the aftermarket installation), the dealer would be in violation of the Magnuson-Moss Warranty Act of 1975. The cause of the failure must be searched out and proven in order for the carmaker to void a warranty.

If you want to 'play it safe' when modifying your vehicle, consider this. Carmakers are manufacturing performance parts and accessory systems for their cars now more than ever before. Before installing anything aftermarket on a vehicle that has a warranty in place, check with your dealer/carmaker to see if there are parts/systems available for your particular vehicle from the manufacturer that would provide for the vehicle's warranty. For instance, consider Scion. The accessory products that Scion and their parent company Toyota has come out with for this vehicle are numerous and impressive to say the least. Installation of this product line should not void your warranty or put it into question.

Hopefully this information clears things up a bit regarding aftermarket parts and your vehicle's warranty. I wish you success!

'Til next time ... Keep Rollin'

Filed under: Car Buying Tips, Car Warranties

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So I added a heavier duty suspension and a mild lift kit (1.5") to my 2008 Toyota FJ Cruiser. Recently while backing up a trailer with only 60 bales of hay on it the rear diff input seal suddenly blew out. Vehicle only has 70K on it and has the platinum factory extended warranty as I am 1st owner. The dealer is having the factory rep come in to look at the vehicle because the aftermarket suspension has changed the angle of the driveshaft to the diff. The actual truth is that with the loaded trailer, the driveshaft angle was actually lower than factory. I believe something happened internally to the diff causing the pinion to move under the load and subsequently causing the diff seal to fail. Is the installation of a 1.5" lift sufficient reason to void a warranty? To add to the picture, an all steel rear bumper was installed which added to the weight on the rear axle and probably lowering the whole lift issues to maybe 1"...

August 26 2011 at 7:44 PM

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### Honda Limited Warranty Information

- 3-Year/36,000-Mile New Vehicle Limited Warranty.
- 5-Year/60,000-Mile Limited Powertrain Warranty. Ordinary maintenance or adjustments, parts subject to normal wear and replacement, and certain items are excluded.
- Accessory Limited Warranty—All Honda Genuine Accessories are covered for 3 years or 36,000 miles when installed at the time of new vehicle purchase.
- Replacement Parts Limited Warranty—Honda Genuine Parts are covered for 1 year. The warranty coverage for replacement parts purchased from and installed by a Honda dealer includes parts replacement and labor.
- 5-Year/Unlimited-Mile Corrosion Limited Warranty.

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### Other Resources

#### Honda Financial Services (HFS)

Questions about your finance account? Contact a HFS Customer Service Representative at <http://www.hondafinancialservices.com/contact-us>

Questions about your lease? Call 1-800-708-6555, Hours: 9:00 a.m. - 5:00 p.m. CST

#### Order an update for your DVD Navigation System.

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A guide to what every driver and passenger should know about their Honda vehicle's safety equipment.

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## FTC Validates Right to Install Aftermarket Parts

In a Consumer Alert issued by the Federal Trade Commission (FTC), the agency confirmed that "The Magnuson-Moss Warranty Act makes it illegal for companies to void your warranty or deny coverage under the warranty simply because you used an aftermarket part." The alert outlines key provisions in the law that provides protections to car owners. As defined by the FTC, an "aftermarket" part is a part made by a company other than the vehicle manufacturer or the original equipment manufacturer."

"The FTC's reference to aftermarket parts is equally applicable to specialty parts," said Russ Deane, SEMA's General Counsel. "Under the Magnuson-Moss Warranty Act, the warranty cannot be conditioned to a specific brand of parts, services or vehicle modifications unless those parts or services are provided free of charge."

The alert notes that a consumer has the right to patronize independent retail stores and repair shops for parts and service without fear of voiding the new car warranty. The dealer/vehicle manufacturer has the right to deny a warranty repair but they must demonstrate that the aftermarket part caused the problem. The warranty remains in effect for all other covered parts.

The FTC alert may be downloaded using this link:  
[www.fda.gov/oc/pubs/consumer/alerts/alt192.shtml](http://www.fda.gov/oc/pubs/consumer/alerts/alt192.shtml).

The alert was issued in response to an FTC complaint filed last August by the Automotive Aftermarket Industry Association (AAIA), Automotive Oil Change Association (AOCA) and the Tire Industry Association (TIA).

Questions? Contact Stuart Gosswein at [sema.org](mailto:stuart.gosswein@sema.org).

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- **Service your car at regular intervals.** This is a good idea in any case. But for the sake of keeping your warranty intact, follow the manufacturer's recommended service schedule. Details are in your owner's manual.
- **Keep all service records and receipts, regardless of who performs the service.** This includes oil changes, tire rotations, belt replacement, new brake pads, and inspections. Create a file to keep track of repairs; it will come in handy if you have to use your warranty. If you ever have a warranty claim and it appears that you did not maintain your vehicle, your claim could be denied.
- **Complain.** If you think a dealer's service advisor denied your warranty claim unfairly, ask to speak with a supervisor. If you still aren't satisfied, contact the manufacturer or go to another dealer. You also may wish to file a complaint with your state Attorney General, local consumer protection office, or the FTC.

This article was previously available as *Auto Warranties, Routine Maintenance, and Repairs: Is Using the Dealer a Must?*

July 2011

UNITED STATES OF AMERICA  
FEDERAL TRADE COMMISSION

*In the Matter of*

**AMERICAN HONDA MOTOR COMPANY, INC., a corporation**

**DOCKET NO.**

**COMPLAINT**

The Federal Trade Commission, having reason to believe that American Honda Motor Company, Inc. ("respondent") has violated the provisions of the Federal Trade Commission Act, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent American Honda Motor Company, Inc. is a California corporation with its principal office or place of business at 1919 Torrance Boulevard, Torrance, California 90501.
2. Respondent has manufactured, advertised, labeled, offered for sale, sold, and distributed products to the public, including lawn mowers.
3. The acts and practices of respondent alleged in this complaint have been in or affecting commerce, as "commerce" is defined in Section 4 of the Federal Trade Commission Act.
4. Respondent has disseminated or has caused to be disseminated advertisements for its Honda Masters, Honda Harmony II 3-in-1 and Honda Harmony II lawn mowers, including but not necessarily limited to the attached Exhibits A through C. These advertisements contain the following statements:

**A. Exhibit A, advertisement for Honda Masters**

"MADE IN AMERICA BY HONDA"

**B. Exhibit B, advertisement for Honda Harmony II 3-in-1**

"MADE IN AMERICA BY HONDA"

**C. Exhibit C, advertisement for Honda Harmony II**

"MADE IN AMERICA BY HONDA"

5. Through the means described in Paragraph 4, respondent has represented, expressly or by implication, that its Honda Masters, Honda Harmony II 3-in-1, and Honda Harmony II lawn mowers are made in the United States, *i.e.*, that all, or virtually all, of the component parts of the lawn mowers are made in the United States, and that all, or virtually all, of the labor in manufacturing the lawn mowers is performed in the United States.

6. In truth and in fact, a substantial portion of the components of the Honda Masters, Honda Harmony II 3-in-1 and Honda Harmony II lawn mowers is, or has been, of foreign origin.

Therefore, the representations set forth in paragraph 5 were, and are, false or misleading.

7. The acts and practices of respondent as alleged in this complaint constitute unfair or deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the Federal Trade Commission Act.

THEREFORE, the Federal Trade Commission this \_\_\_\_\_ day of \_\_\_\_\_, 1998, has issued this complaint against respondent.

By the Commission.

Donald S. Clark  
Secretary

SEAL:



**PLEASE NOTE:**

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**2010 HONDA CIVIC**

| Recalls | Investigations | Complaints | Service Bulletins |
|---------|----------------|------------|-------------------|
| 0       | 0              | 123        | 11                |

Below is a list of Service Bulletins issued for this product. Service Bulletins are instructions from the Manufacturer regarding the repair of a product.

**SERVICE BULLETINS: Displaying 6 - 10 out of 11**

| Service Bulletin No.:                                | NHTSA ID Number: 10043248 |                |
|--|---------------------------|----------------|
| SB-12-002  |                           |                |
| Component(s): ELECTRICAL SYSTEM                      |                           |                |
| All Products Associated with this Service Bulletin ▲ |                           |                |
| Vehicle Make   | Model                     | Model Year(s)  |
| HONDA  | ACCORD                    | 2005-2012      |
| HONDA  | ACCORD CROSSTOUR          | 2010-2011      |
| HONDA  | CB250                     | 2005-2008      |
| HONDA  | CB250 NIGHTHAWK           | 2007-2008      |
| HONDA  | CB600F                    | 2006           |
| HONDA  | CB900F                    | 2005-2007      |
| HONDA  | CB900F 919                | 2007           |
| HONDA  | CBR1000RR                 | 2005-2010      |
| HONDA  | CBR250R                   | 2011           |
| HONDA  | CBR600F                   | 2005-2006      |
| HONDA  | CBR600RR                  | 2005-2010      |
| HONDA  | CH80                      | 2005-2007      |
| HONDA  | CH80 ELITE                | 2006-2007      |
| HONDA  | CHF50                     | 2005-2009      |
| HONDA  | CHF50 METROPOLITAN        | 2007-2008      |
| HONDA  | CHF50 S METROPOLITAN      | 2006           |
| HONDA  | CIVIC                     | 2005-2012      |
| HONDA  | CIVIC HYBRID              | 2005-2009      |
| HONDA  | CMX250C                   | 2005-2009      |
| HONDA  | CN250                     | 2005-2007      |
| HONDA  | CN250 HELIX               | 2006-2007      |
| HONDA  | CR-V                      | 2005-2012      |
| HONDA  | CR-Z                      | 2011           |
| HONDA  | CRF230L                   | 2008-2009      |
| HONDA  | CRF250R                   | 2006           |
| HONDA  | CRF450X                   | 2005           |
| HONDA  | CROSSTOUR                 | 2010,2012      |
| HONDA  | ELEMENT                   | 2005-2010      |
| HONDA  | FCV                       | 2005,2008      |
| HONDA  | FCX CLARITY               | 2008-2009      |
| HONDA  | FIT                       | 2007-2012      |
| HONDA  | FOURTRAX                  | 2005           |
| HONDA  | FSC600                    | 2005-2009      |
| HONDA  | FURY                      | 2010           |
| HONDA  | GL 1800                   | 2011           |
| HONDA  | GL1800                    | 2005-2010,2012 |
| HONDA  | GL1800 GOLD WING          | 2007           |
| HONDA  | GL1800 GOLDWING           | 2006           |
| HONDA  | GOLD WING                 | 2006,2010      |
| HONDA  | GOLDWING                  | 2005,2008,2010 |

|       |                       |                     |
|-------|-----------------------|---------------------|
| HONDA | INSIGHT               | 2005-2006,2010-2011 |
| HONDA | NHX110                | 2010                |
| HONDA | NPS50                 | 2005-2009           |
| HONDA | NPS50 RUCKUS          | 2007-2008           |
| HONDA | NRX1800               | 2005                |
| HONDA | NSA700                | 2009                |
| HONDA | NSS250                | 2005-2007           |
| HONDA | NSS250 REFLEX         | 2007                |
| HONDA | NSS250A               | 2006                |
| HONDA | NSS250AS REFLEX       | 2006                |
| HONDA | NSS250S               | 2006                |
| HONDA | NT700                 | 2010                |
| HONDA | ODYSSEY               | 2005-2012           |
| HONDA | PCX125                | 2010                |
| HONDA | PILOT                 | 2005-2012           |
| HONDA | PRELUDE               | 2005-2006           |
| HONDA | PS250                 | 2005-2006           |
| HONDA | REBEL                 | 2005                |
| HONDA | REBEL 250             | 2008                |
| HONDA | RIDGELINE             | 2005-2012           |
| HONDA | RVT1000R              | 2005-2006           |
| HONDA | S2000                 | 2005-2009           |
| HONDA | SH150I                | 2010                |
| HONDA | ST1300                | 2005-2010           |
| HONDA | ST1300A               | 2006,2008-2010      |
| HONDA | ST1300P               | 2006                |
| HONDA | ST1300PA              | 2009                |
| HONDA | TOURING               | 2008                |
| HONDA | TRX450R               | 2006                |
| HONDA | VFR1200               | 2010                |
| HONDA | VFR800                | 2005-2006           |
| HONDA | VFR800A               | 2006                |
| HONDA | VFR800FI              | 2005-2009           |
| HONDA | VFR800FI INTERCEPTOR  | 2007-2008           |
| HONDA | VT1100C               | 2005-2007           |
| HONDA | VT1100C2              | 2007                |
| HONDA | VT11C27               | 2007                |
| HONDA | VT1300CR              | 2010                |
| HONDA | VT1300CRA             | 2010                |
| HONDA | VT1300CT              | 2010                |
| HONDA | VT13C                 | 2010                |
| HONDA | VT13CX                | 2010                |
| HONDA | VT600                 | 2006,2008           |
| HONDA | VT600C                | 2005-2007           |
| HONDA | VT600C SHADOW VLX     | 2007                |
| HONDA | VT750                 | 2005-2011           |
| HONDA | VT750 SHADOW AERO     | 2007                |
| HONDA | VT750C                | 2005-2006           |
| HONDA | VT750DC SHADOW SPIRIT | 2007                |
| HONDA | VT75C2B               | 2011                |
| HONDA | VR1000F               | 2005                |
| HONDA | VTX1300               | 2005-2009           |
| HONDA | VTX1800               | 2005-2008           |
| HONDA | VTX1800C              | 2006                |
| HONDA | VTX1800F              | 2006                |
| HONDA | VTX1800N              | 2006                |
| HONDA | VTX1800R              | 2006                |
| HONDA | VTX1800S              | 2006                |
| HONDA | XR650L                | 2005-2009           |

0 Associated Documents

**Details**

Manufacturer: Honda (American Honda Motor Co.)

**SUMMARY:**

HONDA: ON SOME MODEL VEHICLES, THERE IS AN ALTERNATOR/STARTER TESTER (AST) MODULE CAPABLE OF TESTING ALTERNATORS, INSTALLED ON GR8 DIAGNOSTIC BATTERY STATION. \*PE

Service Bulletin No.: SB-01-005

Component(s): FUEL SYSTEM, GASOLINE

NHTSA ID Number: 10040494

All Products Associated with this Service Bulletin ▲

| Vehicle Make | Model | Model Year(s) |
|--------------|-------|---------------|
| HONDA        | CIVIC | 1998-2012     |

0 Associated Documents

Details ▲

Manufacturer: Honda (American Honda Motor Co.)

SUMMARY:

HONDA: FUEL TANK ASSEMBLY WARRANTY INFORMATION. \*RM

Service Bulletin No.: SB-11-021

NHTSA ID Number: 10039525

Component(s): COMMUNICATIONS

All Products Associated with this Service Bulletin ▲

| Vehicle Make | Model | Model Year(s) |
|--------------|-------|---------------|
| HONDA        | CIVIC | 2009-2010     |

0 Associated Documents

Details ▲

Manufacturer: Honda (American Honda Motor Co.)

SUMMARY:

HONDA: THE HORN INTERMITTENTLY SOUNDS WHEN DRIVING OR WHILE TURNING THE STEERING WHEEL. THERE IS METAL CONTAMINATION INSIDE THE HORN, THAT CONDUCTS ELECTRICITY AND SOUNDS THE HORN. \*RM

Service Bulletin No.: SB-11-005

NHTSA ID Number: 10038365

Component(s): POWER TRAIN

All Products Associated with this Service Bulletin ▲

| Vehicle Make | Model   | Model Year(s) |
|--------------|---------|---------------|
| HONDA        | ACCORD  | 2008-2009     |
| HONDA        | CIVIC   | 2006-2010     |
| HONDA        | ELEMENT | 2006-2010     |

0 Associated Documents

Details ▲

Manufacturer: Honda (American Honda Motor Co.)

SUMMARY:

HONDA: THE CLUTCH PEDAL POPS OR SQUEAKS WHEN IT IS PRESSED. THERE IS INSUFFICIENT CLEARANCE OF THE MASTER CYLINDER. \*RM  
UPDATED 7/29/11. \*PE

Service Bulletin No.: AER-11030A

NHTSA ID Number: 10036958

Component(s): LATCHES/LOCKS/LINKAGES , STRUCTURE

All Products Associated with this Service Bulletin ▲

| Vehicle Make | Model | Model Year(s) |
|--------------|-------|---------------|
| HONDA        | CIVIC | 2009-2011     |

0 Associated Documents

Details ▲

Manufacturer: Honda (American Honda Motor Co.)

SUMMARY:

HONDA: AMERICAN HONDA WOULD INSPECT, BEFORE ANY REPAIRS ARE DONE, CERTAIN MODEL YEAR 2009-2011 VEHICLES (4 DOOR) CIVIC REGARDING ONE OF THE DOORS WILL NOT OPEN FROM THE USE OF THE INNER HANDLE. \*PE



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**2010 HONDA CIVIC**

| Recalls | Investigations | Complaints | Service Bulletins |
|---------|----------------|------------|-------------------|
| 0       | 0              | 123        | 11                |

Below is a list of Service Bulletins issued for this product. Service Bulletins are instructions from the Manufacturer regarding the repair of a product.

SERVICE BULLETINS: Displaying 11 - 11 out of 11

| Service Bulletin No.: SB-10-075  |         | NHTSA ID Number: 10034885 |
|--|---------|---------------------------|
| Component(s): ENGINE AND ENGINE COOLING  |         |                           |
| All Products Associated with this Service Bulletin ▲   |         |                           |
| Vehicle Make   | Model   | Model Year(s)             |
| HONDA  | ACCORD  | 2006-2010                 |
| HONDA  | CIVIC   | 2006-2010                 |
| HONDA  | CR-V    | 2005-2010                 |
| HONDA  | ELEMENT | 2006-2010                 |
| Details ▲  |         | 0 Associated Documents    |
| Manufacturer: Honda (American Honda Motor Co.)   |         |                           |
| <b>SUMMARY:</b>  |         |                           |
| HONDA VEHICLE: ENGINE OIL LEAK AT THE CYLINDER HEAD COVER. THERE IS PAINT OVERSPRAY IN THE GASKET GROOVE OF THE CYLINDER HEAD COVER. *PE |         |                           |

1200 New Jersey Avenue, SE, West Building Washington, DC 20590 USA 1.888.327.4236 TTY 1.800.424.9153

October 24, 2013

Car: Honda Civic EX Silver

Date Purchased: 3/2/13

Miles when purchased: 33,847

Current Miles: 42,760 (as per dealer)

VIN: 2HGFG1B88AH [REDACTED]

Last Service: Sexton Automotive Group on 6/14/13 with 38,815 miles, Lube, Oil & Filter change

Summary:

On 9/13/13, my 2010 Honda Civic started losing power and quit. I had it towed to Rusty Wallace Honda who determined it had been in an accident and a bracket had come through the radiator. Although the car has not been in an accident of any kind to my knowledge and has run perfect for the 6 months I have owned it and the 8,000 miles I have driven it; Rusty Wallace Honda maintains something has punctured the bottom of the radiator and blew the engine. They could not perform a compression test or leak down test on the engine because they said the cylinders were full of coolant, however the oil looked good. They wanted me to file an insurance claim, but could not show me evidence on the underside of the car showing it had been hit. It seemed like they had tunnel vision and could not get past the fact that the coolant had leaked out of the radiator. However, they did not test the radiator for leaks to determine the cause of the radiator leaking. I wanted another opinion and lost confidence in their work because I wanted to see some kind of evidence of their claims. I was told I was not allowed in the shop and they tried to show me where they thought it was busted. I then had the car towed to Tennessee College of Technology Automotive for a compression test and leak down test. They determined the head gasket was blown between cylinders 1 and 2. Since the car is still under warranty, I then had it towed to Honda of Cookeville. Honda of Cookeville first indicated the radiator was punctured and had caused the engine to blow like Rusty Wallace Honda. However, upon further testing, they discovered the radiator did not have a hole in it. The radiator had separated between the seam and the core. This is very strong evidence the radiator separated from pressure most likely from the head gasket blowing in the engine. Both the technician at Service Advisor at Honda of Cookeville agreed the car has been in an accident at some point in its history, but was repaired in an excellent manner and those repairs had nothing to do with the radiator or engine failure. Rusty Wallace Honda provided proof there was still coolant in the engine even after the radiator did not have coolant in it. However, the Honda district rep indicated it did not matter because the car had been in an accident at some point and was not repaired with original Honda parts. Therefore I have a car with 41,000 miles and is still well under the drivetrain warranty. The engine has not been torn down at this point,

but all testing that has been completed to this point indicates the engine blew a head gasket which in turn busted the radiator. Honda representatives are denying the claim solely on the fact that aftermarket parts have been used on the car at some point before my purchase of the car (which has a clean car fax). The denial of warranty would be illegal based on the Magnuson Moss Act. I am therefore asking corporate Honda to reconsider this warranty claim based on the timeline of events, detail of events and evidence attached.

**Quick Summary of Events:**

7/6/10 Car purchased from Southeastern Honda  
7/20/10 Title issued to 1<sup>st</sup> owner  
7/27/11 Vehicle purchased by 2<sup>nd</sup> owner  
10/4/12 Vehicle offered for sale by dealer  
12/12/12 Warranty work performed at Honda Carland in Alpharetta, GA  
10/5/12 Oil purchased at Advance Auto Parts, Alpharetta, GA  
10/5/12 Brake pads and rotors purchased at Advanced Auto Parts Alpharetta, GA  
10/5/12 Oil changed and brake pads installed at Auto Clinic, Alpharetta, GA  
10/12/12 Tires installed at Wood & Fullerton Stores, Alpharetta, GA  
12/12/12 Warranty work performed at Honda Carland in Alpharetta, GA  
3/2/13 Car purchase at Salton Automotive  
6/14/13 Car serviced at Sexton Automotive  
9/13/13 Car quit in Middlesboro, KY  
9/13/13 Car towed approx. 175 miles + or -  
9/19/13 Car towed to Rusty Wallace Honda, Knoxville, TN  
10/4/13 Car towed from Rusty Wallace Honda in Knoxville to Tennessee College of Applied Technology, Crossville, TN  
10/5/13 Car towed from Tennessee College of Applied Technology in Crossville, to Cookeville Honda in Cookeville, TN

**Detailed Events:**

On **Sept. 13, 2013**, at approx. 12:45 A.M., I was traveling in Middlesboro, KY. I was going through the long tunnel between Kentucky and Tennessee and my 2010 Honda Civic started losing power. I looked down at the dash to see if I had any lights on. No warnings or lights were on, but the temperature bar was about 2 bars above normal. I was trying to get to a place to pull over to see what was going on. As soon as I got to the end of the tunnel, the car quit. I didn't even get to pull over to the side of the road. A nice policeman came and helped me push the car out of the road. It didn't have any smoke or steam coming out of it. It didn't have any

warning lights on the dash. No fluids were under the car. We talked while the car cooled off a little bit. He opened the hood of the car up to try to see why it quit. He pulled the oil dip stick out and it was gone. He told me not to start the car because the rest of the dip stick must be in the motor. My grandmother had just passed away and we had just buried her a few hours before. I locked the car and left it overnight until I could deal with it the following day.

The next morning **Sept. 14**, I called a wrecker and had the car towed which was approx. 150 to 200 miles. It was late in the afternoon and I figured I would start calling when the dealers opened up at the first of the week to have it towed in to the dealership. The following week was a very busy work week because I had been out of work the previous week with my grandmothers death. I called and made an appointment to bring the car in. I told them what had happened. The man I spoke to was Ron Manning in the service department. I had the car towed to Rusty Wallace Honda in Knoxville on **Sept. 19**. Ron said they would check it out and give me a call.

On **Sept. 20**, Ron Manning called me. He said they needed to run some tests on the car. He said if the warranty covered it, the tests would be covered by warranty. He said if the insurance covered it, the tests would be covered by insurance. He said the worst case scenario I may be required to pay about \$150 for some testing. He told me to call my husband and talk to him about it. I told him I would call my dad. I called my dad and he said that is very normal. He said they needed to run some diagnostic tests. I then called Ron back and told him to go ahead and run the tests.

On **Sept. 23**, Ron called me and said he wasn't working, but the radiator on the car was definitely broken. He said a bracket had run through the radiator and caused the coolant to leak from the car. He said I needed to contact my insurance company and they would probably want to have an adjustor come out. This was a total shock to me because I had not hit anything. It seemed odd because when I first took the car in, they mentioned it would be covered under insurance or under warranty. I called Ron and told him I had not hit anything. He said it was a bracket that had gone through it. This ran through my mind all day. I just couldn't think of what kind of bracket had ran through the radiator.

On **Tuesday, Sept. 24**, I decided this was driving me crazy and I just needed to see what they were talking about before I could make the insurance report. I drove to the dealership so they could show me what was going on. My service advisor Ron was off. I asked if I could speak to the person who had worked on the car. The advisor who was helping me looked the car up in the computer. He asked which car it was and I told him it was a silver Honda civic. He said, "Oh yes...I know which one your talking about. The one that has been wrecked." I was shocked. I told him, no....my car had not been wrecked. I didn't know what he was talking about. While I was waiting, I told him I was going to go out and look at the car. The front spoiler was perfectly

in place. I looked under the car and didn't see anything out of order except the plastic piece they had taken loose to look underneath. I went back inside to see if they had found someone for me to talk to. This young man said I needed to wait and come back another day when my service advisor was in. I explained to him that it was approx. 1 to 1 ½ hours each way for me to drive to the dealership. I had already taken ½ day off of work to come see what they were talking about. I then asked for my keys so I could open up the hood. I proceeded to my car to get my camera. I laid up under the car and held my camera to take pictures the best way I could. I could not see anything out of the ordinary under the car, but I wanted to take home pictures so my dad could see it. While I was there, my service advisor Ron called. He said he was having the technicians come outside and talk to me. Two technicians named Aaron and Will came outside. I told them I didn't know what bracket had come through the radiator, but I needed to see it so I would understand what I was filing an insurance claim for. He said a bracket had not come loose, the car had been wrecked. I was again shocked and told them I had not wrecked the car. I told him to look at the front spoiler. There was nothing there that was broke. There was some clips that were broke when we had first purchased the car. Since the clips were molded parts of the spoiler & bumper, we put zip ties underneath to make sure the spoiler and front plastic pieces weren't moving. We tried to buy new clips and it wasn't possible to purchase them because they were molded plastic made into the original plastic. The dealership we purchased this from had showed us this. They thought it was done when the car was brought to them. I asked them to show me where the car was wrecked. He said something had come up and hit the bottom of the radiator and busted it. I told him I had not wrecked the car. He said he wasn't saying it was me, it could have been before I ever purchased it. I explained we had owned the car since March and had not had a minutes worth of trouble out of it. I didn't understand how something could have happened before I bought it and caused all of this. He said someone had worked on the car and it had been wrecked sometime. I told him we ran a car fax on it when we purchased it and took my father with me to look at it. The car had a clean car fax. The boys said they weren't allowed to take me in the shop due to insurance reasons, but there was 2 places the radiator was busted. They said it was a V busted on each side of the bottom radiator hose. I held my cell phone down in the car and took some pictures. They showed me on the pictures where they were saying it was busted. They said I just needed to call my insurance adjustor. I told him I felt the car had possibly blown a head gasket and it had then busted the radiator due to the pressure from the motor. The technicians said that wouldn't be possible because water would be all over the hood of the car and the overflow bottle would have been empty and all of the coolant would have blown out of it. The coolant bottle was still ½ full. He said they also checked the oil and it looked surprisingly good. It didn't have any water or antifreeze mixed with it. If the motor had blowed a head gasket, it would have water mixed with the oil. It didn't. The oil looked very

good. I asked him if they had checked the codes to see if the car had a code in it. I told the technicians that no lights came on. He said they were no codes in the compute.

At this point, I left very frustrated. I called my father and spoke to him. I told him I would get the pictures from my phone developed in the next few days as well as the ones from my camera. I would come over and talk to him about it. I asked him what he thought. He said at this point, I didn't have enough information. He would like to see my pictures and he needed the results of those tests they were going to run. The diagnostic tests. I had forgotten to even ask about the tests once I heard I had a bracket through the radiator.

On **Wednesday, Sept. 25**, I called my service advisor Ron Manning. I asked him what the results of the diagnostic tests were. He informed me they didn't run any because the radiator was busted. I told him my dad wanted to know what those results were so he could try to figure out what was going on with it. My father was specifically wanting to know the results of the compression test and the leak down test. My dad knew I had not wrecked this car.

On **Thursday, Sept. 26** late afternoon, Ron Manning called me back. He said they were not able to do any diagnostic tests. He said to explain to my father when they took out the spark plugs, the motor was full of antifreeze. Therefore he couldn't do a compression test. The motor was blown. I told him I would relay the message to my father. I then called my dad and explained to him what I was told. My dad said they could run the test if they would drain the coolant out of the motor. I tried to call Ron back. He was with another customer. I left him a message and also told him I would be out of the country for several days. I would call him when I returned.

I also took the pictures to my father that night. I told him I could not see where there were any signs of a wreck or anything coming up and hitting my car. I showed him the pictures under my car and showed him no plastic was broken or anything. I told him I was going to go back to the dealership the next week and discuss this further with them.

On **Wednesday, Oct. 2**, I went back to Rusty Wallace Honda. My service advisor Ron was off. I asked to speak to the service manager. He was at lunch so we waited for him to return. When Mr. David Lichlyter returned, we talked to him. I showed him my pictures which he wasn't very interested in looking at. I told him I had not wrecked this car and I had not hit anything. I told him it felt like they were saying I had wrecked it and was lying to them. He said they were not saying I had wrecked it. They said sometime in the past, the car had been wrecked. He said it could have been a curb that someone ran over in the past, but it had been worked on at some point. I told him I wasn't an idiot about cars. I had grown up around them. I was not a genius by any means, but not an idiot either. My father was a Master Certified ASE technician. He trains technicians in a college type setting to work on cars for a living. I told him I know when the lights come on, to pull over. I know to have my oil changed and my car serviced. I also told

him I had service records and would be glad to show them. I had a car fax pulled when I purchased this car and it had not been wrecked. He then looked up at me and asked me what exactly I was wanting. I told him the car had a 60,000 mile drive train warranty from Honda. I didn't understand why this was not being covered by warranty. Why they were saying I had wrecked the car when I clearly had not wrecked it. He said when a car hits something and the radiator is busted, it is not covered by warranty. He is not saying I did it, but it has hit something in the past. He said when it hit something, the water came out of the radiator. This caused the engine to blow. I then explained to him I felt the engine blowed and busted the radiator. If I had hit something, the plastic on the bottom of the car would be broken, split or have a hole in it. There was no hole. If the radiator had been punched, it would be like you were sticking a stick in a milk jug full of water. The water and antifreeze would be all under the car. It wasn't. There wasn't anything slung around under the car. I also explained I had already driven over 200 miles that day. If the car was out of water, it would not have made it 200 miles. Something happened, it happened all of a sudden. I told him I thought what happened all of a sudden was the car blowed a head gasket. The pressure then caused the radiator to blow. My father had stated the weakest link would break. When the pressure comes out of the motor, it is not going to go all the way through the radiator like the technician had stated to push water out of the overflow. It is a lot of pressure and it has to go somewhere quickly. My father also thought this may be one of the cars with a plastic radiator. If the car had been hit in the past like the technician was saying, plastic doesn't bend. It was not possible for the radiator hose to be bent up then it finally break loose. There were no bent brackets and no signs of external damage in the photos he saw. I told him I was going to file a complaint with Honda and ask to speak to a representative. He said he had already spoke to Honda and Honda said it would not be covered because the car had been wrecked. I asked him how the car could have been driven over 200 miles the same day. We had owned it since March and driven it about 10,000 miles without as single problem. Then all of a sudden it just quits. No warning lights, no anything. Mr. Lichlyter said the question would be what came first...the chicken or the egg. I told him I had been online the night before doing some research. The technician told me it had to be the radiator because there was no water in the oil. He said the oil looked great in the car. I told him when I put it in online, it said most technicians would say that, but not always. There was a Honda forum I found that said if the head gasket had blown in between the cylinders, it would not necessarily have antifreeze in the oil. He said that was correct. I told him we couldn't determine this because I had asked for the tests to be run, but they weren't. I was told they could not run a compression test because the cylinder was full of antifreeze when the technician pulled the spark plug out. Mr. Lichlyter said they were not going to run test after test when they already knew the engine was blown. It was pointless to keep running tests. I explained to him that my father had said they could run the test if they would drain the coolant out of the engine. This also should have shown them that there was coolant in the car when

this happened. If the car had ran out of water like they thought, the engine would have been dry with no coolant in it. The fact the spark plug holes were full of coolant shows there was coolant in it. When the head gasket blowed, the coolant went in the engine and most likely out the exhaust. I told him they could probably check the exhaust system and catalytic convertor and find coolant in it. We were also probably going to have to have a new exhaust system and sensors from this whole ordeal. He said I was more than welcome to speak to Honda. He said sometimes they change their mind, but he was told no and his hands were tied. He was not accusing me of doing anything wrong or wrecking the car. He figures this probably happened before I purchased it. He said they too had ran a car fax on it and it showed nothing. It was not showing wrecks or anything. It was a clean car fax. I then told him what I really really wanted to do it to let my father look at the car. My father was unable to take off work because we all had just missed a whole week of work when my grandmother passed away. I would really like to have him take a look at it. I would like to come get the car and take it to him. He said that was completely fine. The Honda Rep would be there on Oct. 9. If I wanted to talk to them, they should be through sometime between 10 and 2. I was more than welcome to take the car and bring it back for the rep. Whatever I wanted to do. I then left and went home. I called my father when he got off of work. I told him I would really just like for him to look at the car and see if he could figure out what happened. I knew I had not wrecked this car.

On **Thursday, Oct. 3**, I went back to Rusty Wallace Honda. My service advisor was off and the service manager was also off. I got the car towed to my father's school. I asked if I owed them anything to this point and I was told I did not.

On **Thursday, Oct. 3**, my father got the car in and ran a compression test and leak down test that he had wanted the dealership to perform. He also did an inspection of the underside of the car. There was no visible damage to the underside of the car. After I got finished working and my father got off work, we sat down to discuss the findings of their testing. The compression tested show "0 psi" on cylinders 1 and 2. It showed "60 psi " on cylinders 3 and 4. The results of the leakdown test were: "When 100 psi was put in spark plug hole number 1, it blowed out spark plug hole number 2." "When 100 psi was put in spark plug hole number 2, it blowed out spark plug hole number 1." This revealed there was a blown head gasket. The leak down test was not performed on cylinders 3 and 4. It had already been determined the car had a blown head gasket in cylinders 1 and 2. My father said it definitely had a blown head gasket. The car had been hot enough to melt the dip stick tube and it also melted the drive belt. He said the car had been very hot and the engine was definitely blown. He said I should take it back to a dealership because this would be warranty work since the car has a 60,000 mile drive train warranty. We discussed it and decided we would take it to a different dealership and get a 2<sup>nd</sup> opinion. I did not have confidence in the technicians at Rusty Wallace Honda. I just didn't

feel they knew what they were doing. I believed they looked at the car and determined the radiator was busted. They never did any research afterwards to even try to find out why.

I then decided I would like to try the Honda dealership in Cookeville, TN. I told my dad I would like for him to talk to them and explain what was going on. I wanted to see when we could bring the car to their dealership. My dad spoke to a service advisor named Kenny. He said we could bring the car anytime. We told him we would have it towed down there on Friday as soon as we got off of work.

On **Friday, Oct. 4** in the late afternoon, I had the car towed from my father's school to Cookeville Honda which is also about 1 ½ hours away. We met with Kenny and his technician was eager to look at the car and figure out what was going on. We explained to Kenny everything that had happened when the car quit. We explained how we took it to Rusty Wallace Honda. We explained we just felt the technician who had looked at the car couldn't look past the busted radiator. I felt the technician had tunnel vision and just couldn't see past the radiator to figure out what had caused it to bust. My dad told him the results of the compression test and leak down test. We showed them the pictures where the technician at Rusty Wallace had said the radiator was busted. He said they would get the car in the shop at the first of the week. They were going to take the radiator off and see if it held pressure. He said he would call us as soon as they had results.

On **Tuesday, Oct. 8**, Kenny called. He called my father and told him the radiator was busted and we needed to call our insurance company. My father then asked him if they had indeed found evidence that something had come up and hit the car. He said no, not actually. He said they took the radiator off of the car and performed a pressure test on it. The radiator wasn't punctured, it had busted at the seam between the tank and the core. Then my dad told him this confirmed his suspicions that the head gasket blowed first and pressurized the radiator. This then caused the tank to separate from the radiator core. My dad told him he would like to see what they were talking about because he needed to know how to describe it to the insurance company if we needed to file a claim. At this point, we sat up an appointment with the service advisor Kenny, the technician (Jeremy I believe) and the service manager for Wednesday, Oct. 9 between 4:00 and 5:00.

It said it was aftermarket and had failed. He said there was also an aftermarket fan on the car. These things had caused the coolant problems and caused the engine to blow up. He said it is not covered under warranty if aftermarket parts are used. My dad questioned him. He told him there is a place under the car that was bent.

On **Wednesday, Oct. 9**, my dad, my husband and I went to Cookeville Honda to see what was going on with the car. We arrived at approx. 4:30 P.M. We met with the service advisor Kenny

been changed out. It was still the original motor because the VIN number on the motor and the VIN number on the car matched. The paint colors matched up great. It looked like a great car.

My dad then asked the technician if he felt like the head gasket had blowed and caused the radiator to bust. The technician replied that he could make a strong case either way. He could make a strong case that the radiator had busted and caused the head gasket to blow or he could make a strong case that the head gasket blowed and caused the radiator to bust. Then my dad started telling him how Rusty Wallace Honda had told us they could not do a compression test. Our service advisor Ron Miller at Rusty Wallace had told me when they took the spark plugs out of the engine, coolant ran out everywhere. Therefore they could not perform a compression test. We explained that I told the service advisor Ron my father really needed the results of the compression test. Ron told me I wasn't understanding. It wasn't possible to do one because the cylinders were full of coolant. Then my dad asked the technician what that meant to him. The technician thought for a minute and said it tells him if the radiator had busted first, then there would be no coolant in the engine or the cylinders. The technician then stated this new information makes it sound like the head gasket blowed first and then the pressure busted the radiator. The technician also stated he had discussed with the service advisor Kenny before we ever got there this scenario. Kenny asked the technician if he could without a doubt say the radiator broke and caused the head gasket to blow. The technician told Kenny he could not say that without a doubt. It could go either way. However, this was before he knew about Rusty Wallace Honda finding the coolant in the spark plug holes and cylinders. The technician then stated even with the new evidence he wasn't aware of, there was nothing he could do. Honda had already said no and he can't over rule what Honda says. He said it didn't matter even if we could prove it, the warranty was voided because who ever had repaired the car in the past did not use original Honda parts.

I then started thinking. As much of a shock as this was to find out this car had possibly been wrecked, it still didn't explain what had happened to it. We have owned this car for approximately 6 months and had not had a minutes worth of problems. I had driven it over 200 miles already that day and not a minutes worth of problems. If the car had been wrecked and repaired, it had been nearly a year without any problems. These repairs had obviously held together for a year without issue. So I asked the technician. I told him I wasn't trying to be mean, but I needed to ask him a few things. I had not wrecked it. He said he knew that. The parts had dust and had not just been installed. They had to wipe a lot of dust off to even see those writing numbers. I then asked what that had to do with the motor. He said anytime you put aftermarket parts on the car, it voids the warranty. He said since the radiator and the fan were aftermarket parts, the Honda rep would not allow it to be covered under warranty. He said he knew we were very honest people and were not lying to them, but it was all he could do. I then asked him where we went from here. He said the people that made the decisions

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Cookeville Honda had stated they could not prove the radiator caused the motor to blow. Their hands were just tied because Honda said no. Honda said no because the car had some aftermarket parts.

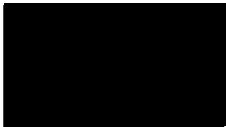
As much of a shock as it has been to find out something has happened to this car, it still does not add up why Honda isn't covering this engine failure. I am left with many more questions than I had a couple of weeks ago. It is a fact the engine, belts, convertor, pipes and sensors will have to be replaced on this engine. It really disturbs me that a company with a reputation like Honda would attempt to use a scapegoat to get out of paying the warranty claim. A warranty is something you hope you will never ever have to use. I am [REDACTED] years old and I have never had a drive train warranty claim on any vehicle I've ever owned. I have never know of my parents or anyone close to me using their drivetrain warranty. I then also discover it is illegal to be denied a warranty claim due to replacement parts being used on the car as per the Magnuson Moss Act.

This whole experience has been an absolute complete nightmare. We have a fortune in tow expenses as well as days lost from work. This does not even begin to touch on the fact we have been without the car for nearly two months. My husband, myself and my father have all missed several hours of work trying to get this resolved. My husband and I have missed several ½ and whole days of work trying to get this resolved. Therefore I am writing this letter. I still have a hard time believing Honda will not stand behind their product. I feel like I have been given the run around.

I am writing to request Honda corporate look into this matter and try to resolve it quickly. Our feelings of Honda customer satisfaction at this time are very low. We were actually planning to trade our next car in for a Honda Accord. However, I do not intend to purchase a car that is only going to last 40,000 miles. I sincerely request you investigate this matter. I would definitely be happy to speak to any one about it. I am very confident Honda corporate is the company I have always thought they were....One that stands behind their product and name. I would like to give Honda corporate the opportunity to resolve this matter before I take any further steps. I would be happy to speak to anyone at their convenience. [REDACTED]

Sincerely,

[REDACTED]  
Harriman, TN [REDACTED]



Cell



Front of Car



Front of car



Front of Car



Front of Car



No exterior damage/fluids on ground



No damage, fluids on ground



Fan & Bottom Radiator Hose



Bottom of Engine



Underneath the car



Underneath the Engine



Bottom of Radiator



Underneath the Engine



Where Rusty Wallace Honda said it was bro-



Where Rusty Wallace said it was broke



Bottom Radiator No bent brackets



Fan Housing



Underneath the car



Underneath the Engine



Underneath the car



Underneath the Engine



Underneath the Radiator from bottom of car



Underneath the Radiator looking at bottom radiator hose



Bottom Radiator Hose



Hoses and fan



Underneath the car



Bottom Radiator hose w/factory markings on it



Bottom of Engine



Underneath the Oil Pan



Oil pan and fluids dripping off of it



Fluids under car and no damage



No signs of damage to grill



Hoses & belts



Upper hose



Overflow bottle



Engine



Melted Dipstick



Melted Drive Belt



Engine



Engine



Engine

**Cookeville**



**HONDA**

560 Neal Street, Cookeville, TN 38501 Phone: (931) 528-6009  
Toll Free: (800) NEW HONDA (639-4663) Fax: (931) 526-4629

[REDACTED]  
HARRIMAN TN [REDACTED]  
HO CIVIC CPE 10  
2HGFG1B88AH [REDACTED]

VEHICLE WAS TOWED TO COOKEVILLE HONDA WOULD NOT START AND HAD NO COOLANT IN THE VEHICLE. CUSTOMER STATES VEHICLE WAS TRAVELING DOWN THE HIGHWAY AND BEGAN TO LOOSE POWER UNTIL IT COMPLETELY STOPPED. VEHICLE WAS TAKEN TO RUSTY WALLACE HONDA IN KNOXVILLE BEFORE IT CAME TO US AT COOKEVILLE HONDA. OUR TECHNICIAN CHECKED OUT VEHICLE AND FOUND THAT THE RADIATOR HAS FAILED AND IT HAS A BLOWN HEAD GASKET ALSO. FURTHER INSPECTION FOUND THE VEHICLE HAS BEEN INVOLVED IN AN ACCIDENT AND THE SUBFRAME HAD BEEN REPLACED WITH SALVAGE PARTS, THE CORE SUPPORT SHOW SIGNS OF BEING HAND WELDED BACK INTO PLACE. HONDA REPRESENTATIVE WAS ON SIGHT FOR INSPECTION AND STATED DUE TO VEHICLE BEING INVOLVED IN A COLLISION AND NON HONDA PARTS WERE USED PERFORM THE REPAIR (AFTERMARKET RADIATOR) IS WHY THE REPAIR CANNOT BE PERFORMED UNDER FACTORY WARRANTY.

## Description

|           |             |       |       |           |        |
|-----------|-------------|-------|-------|-----------|--------|
| VIN       | 2HGFG1B88AH | Model | CIVIC | Year      | 2010   |
| Door      | 2           | Grade | EX    |           |        |
| Area      | KA          | Mfg   | CN2   | Trans     | 5AT    |
| Clr Label | A-BLACK     |       |       | Ext Color | NH700M |
| Pricing   | MSRP        |       |       |           |        |
| Memo      |             |       |       |           |        |

| No | Part Number   | Part Description                        | Qty | Unit Price | EXT Price  | Illustration            |
|----|---------------|---|-----|------------|------------|-------------------------|
| 1  | 10002-RNA-A50 | GENERAL ASSY., CYLINDER BLOCK (DOT)     | 1   | \$1,581.36 | \$1,581.36 |                         |
| 2  | 10003-RNB-A00 | GENERAL ASSY., CYLINDER HEAD            | 1   | \$2,070.58 | \$2,070.58 |                         |
| 3  | 06110-RNA-000 | GASKET KIT, CYLINDER HEAD               | 1   | \$267.02   | \$267.02   |                         |
| 4  | 37870-RTA-005 | SENSOR ASSY., WATER TEMPERATURE (DENSO) | 1   | \$37.18    | \$37.18    | RADIATOR (1.8L) (DENSO) |
| 5  | 19010-RNB-C51 | RADIATOR (DENSO)                        | 1   | \$320.00   | \$320.00   | RADIATOR (1.8L) (DENSO) |
| 6  | 19050-RNB-A01 | FILLER ASSY., WATER (DENSO)             | 1   | \$14.63    | \$14.63    | RADIATOR (1.8L) (DENSO) |
| 7  | 19051-RNA-A01 | HOSE, WATER FILLER                      | 1   | \$5.33     | \$5.33     | RADIATOR (1.8L) (DENSO) |
| 8  | 19511-PFB-003 | CLIP, WATER HOSE                        | 2   | \$2.97     | \$5.94     | RADIATOR (1.8L) (DENSO) |
| 9  | 15650-RNA-A00 | DIPSTICK, OIL                           | 1   | \$7.72     | \$7.72     | RADIATOR (1.8L) (DENSO) |
| 10 | 90005-RNA-A01 | BOLT-WASHER (11X176)                    | 10  | \$3.55     | \$35.50    | RADIATOR (1.8L) (DENSO) |
| 11 | 30520-RNA-A01 | COIL, PLUG HOLE                         | 4   | \$73.43    | \$293.72   | RADIATOR (1.8L) (DENSO) |
| 12 | 14530-RNA-A01 | GUIDE, CAM CHAIN                        | 1   | \$14.50    | \$14.50    | RADIATOR (1.8L) (DENSO) |
| 13 | 14520-RNA-A01 | ARM, CAM CHAIN TENSIONER                | 1   | \$14.33    | \$14.33    | RADIATOR (1.8L) (DENSO) |
| 14 | 90003-PNA-000 | BOLT, TENSIONER PIVOT                   | 1   | \$5.58     | \$5.58     | RADIATOR (1.8L) (DENSO) |
| 15 | 14510-RNA-A01 | TENSIONER, CAM CHAIN                    | 1   | \$30.40    | \$30.40    | RADIATOR (1.8L) (DENSO) |
| 16 | 14401-RNA-A01 | CHAIN (136L)                            | 1   | \$109.68   | \$109.68   | RADIATOR (1.8L) (DENSO) |

**COONVILLE HONDA**

Shopping Cart Name \_\_\_\_\_  
 Description \_\_\_\_\_  
 VIN \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_  
 Door \_\_\_\_\_ Grade \_\_\_\_\_  
 Area \_\_\_\_\_ Mfg \_\_\_\_\_ Trans \_\_\_\_\_  
 Clr Label \_\_\_\_\_ Ext Color \_\_\_\_\_  
 Pricing \_\_\_\_\_ MSRP \_\_\_\_\_  
 Memo \_\_\_\_\_

| No | Part Number | Part Description  | Qty | Unit Price | EXT Price | Illustration |
|----|-------------|---|-----|------------|-----------|--------------|
| 1  | 08718-0004  | HONDABOND HT  | 1   | \$13.57    | \$13.57   |              |
|    |             | <p>Parts 4827.04<br/>                     Labor 1930.50<br/> <hr/>                     6757.54<br/>                     + tax</p> |     |            |           |              |

RUSTY WALLACE HONDA

# Fax Cover Sheet

To: [REDACTED] From: Lon Manning

Fax: 877-740-3232 Date: 10/23/13

Phone: \_\_\_\_\_ Pages: 2

Re: \_\_\_\_\_ CC: \_\_\_\_\_

- Urgent    For Review    Please Comment    Please Reply    Please Recycle

**Comments:**

DESCRIPTION OF DIAGNOSIS & RECOMMENDATION  
ESTIMATE TO REPLACE 1994'S ENGINE (55K miles - RISKY  
ON AVAILABILITY), RADIATOR, EVAC & RECHARGE A/C,  
ALIGNMENT, CHANGE OIL & OIL FILTER, TRANSMISSION  
SERVICE. ALL FLUIDS APPROX \$4,000 + TAX & FEES.



# Rusty Wallace Honda

109 CALLAHAN DRIVE P.O. BOX 26200  
 KNOXVILLE, TENNESSEE 37912  
 Phone: (865) 938-4222 Toll Free: (866) 647-8789  
 Web Site: www.rustywallacehonda.com

|                                       |           |                   |                            |                 |                |
|---------------------------------------|-----------|-------------------|----------------------------|-----------------|----------------|
| DATE: 10/23/13                        | TIME: 235 | INVOICE NO: 34148 | PLATE: 90.00               | MILEAGE: 42,760 | COLOR: SILVER/ |
| VIN: 10/HONDA/CIVIC CPE/2DR CPE EX AT |           |                   | VIN: 2 H G F G 1 B 8 8 A H |                 |                |
| HARRIMAN, TN                          |           |                   | MO: 42760                  |                 |                |

**JOB# 1 CHARGES**

**LABOR**  
 CUSTOMER STATES ENGINE QUIET RUNNING WHILE DRIVING, ENGINE RAN A LITTLE HOT. OIL DIPSTICK IS MELTED  
 DIAGNOSIS TIME INCLUDED  
 FOUND NO COOLANT IN ENGINE. RADIATOR OR RESEVOIR, RAN COOLING SYSTEM TEST. FOUND DAMAGE TO BOTTOM OF RADIATOR. BRACKET HAD BEEN PUSHED UP AGAINST RADIATOR CAUSING COOLANT TO LEAK OUT. ENGINE OVERHEATED. PERFORMED LEAK DOWN TEST. COOLANT SHOT OUT OF ALL 4 CYLINDERS; COOLANT IN CYLINDERS. HEADGASKET BLOWN; RECOMMEND REPLACE ENGINE CATALYTIC CONVERTER AND O2 SENSOR.

**JOB# 1 TOTALS**  
 LABOR 182.99  
 JOB# 1 JOURNAL PREFIX HOCS JOB# 1 TOTAL 182.99

**MISC**  
 JOB # A A1 SHOP SUPPLIES 5.99  
 TOTAL - MISC 5.99

**ESTIMATE**  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$206.00 (+TAX)

**COMMENTS**  
 TOW IN

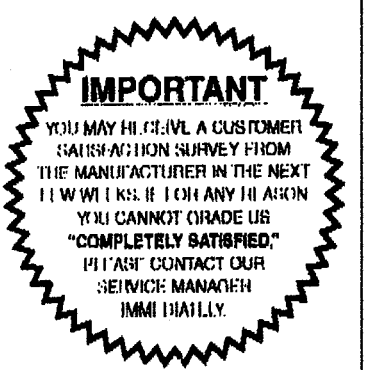
**TOTALS**

|                         |               |
|-------------------------|---------------|
| TOTAL LABOR....         | 182.99        |
| TOTAL PARTS....         | 0.00          |
| TOTAL SUBLET....        | 0.00          |
| TOTAL G.O.G....         | 0.00          |
| TOTAL MISC CHG.         | 5.99          |
| TOTAL MISC DISC         | 0.00          |
| TOTAL TAX.....          | 17.48         |
| <b>TOTAL INVOICE \$</b> | <b>206.46</b> |

THANK YOU FOR YOUR BUSINESS!!  
 WERE YOU COMPLETELY SATISFIED WITH THE EXPLANATION OF YOUR SERVICE/REPAIR BY OUR SERVICE ADVISOR AND/OR CASHIER  
 YES.....NO.....

CUSTOMER SIGNATURE \_\_\_\_\_

**THANK YOU**  
 FOR BRINGING YOUR CAR  
 TO US FOR SERVICE.



Customer Number: [REDACTED]

Invoice No: [REDACTED]



INVOICE

S. ROANE ST. P.O. BOX 729  
HARRIMAN, TN 37748

Sales: (865) 882-0833 · Service: (865) 882-2416  
1-800-688-0833 · Fax: (865) 882-0840

Chevrolet Cadillac Buick GMC Truck Chrysler Dodge Jeep

HARRIMAN, TN

Phone: [REDACTED] Cell: [REDACTED]  
Email: EMAIL||

SERVICE ADVISOR: 48 BOBBY PATRICK

| COLOR         | YEAR          | MAKE/MODEL             | VIN                    | LICENSE | MILEAGE IN / OUT | TAG     |           |
|---------------|---------------|------------------------|------------------------|---------|------------------|---------|-----------|
|               | 10            | HONDA CIVIC            | 2HGFG1B88AH [REDACTED] |         | 38815 38815      |         |           |
| DEL. DATE     | PROD. DATE    | WAHR. EXP.             | PROMISED               | PO NO.  | RATE             | PAYMENT | INV. DATE |
| 01JAN10 D     |               |                        | 17:30 14JUN13          |         | 80.00            | CASH    | 14JUN13   |
| R.O. OPENED   | READY         | OPTIONS: ENG:1.8_Liter |                        |         |                  |         |           |
| 16:27 14JUN13 | 16:34 14JUN13 |                        |                        |         |                  |         |           |
| SECTION       | OPCODE        | TECH                   | TYPE                   | LIST    | NET              | TOTAL   |           |

|   |                          |                    |           |      |      |       |
|---|--------------------------|--------------------|-----------|------|------|-------|
| A | LUBE OIL & FILTER CHANGE |                    |           |      |      |       |
|   | QL QUICK LUBE SERVICE    |                    |           |      |      |       |
|   | 148                      | COL                | 0.20 hrs. | 5.00 | 6.50 | 6.50  |
|   | 1                        | MO4812 O/FILTER    |           | 4.50 | 5.00 | 5.00  |
|   | 4                        | 12107 CASTROL 5W20 |           |      | 4.50 | 18.00 |

\*\*\*\*\*

**SERVICE DEPARTMENT HOURS:**  
8:00 am - 5:00 pm  
MONDAY through FRIDAY

THANK YOU FOR THIS OPPORTUNITY TO SERVE YOU. IT IS OUR AIM TO PERFORM ALL THE REPAIRS REQUESTED ON THIS REPAIR ORDER TO YOUR COMPLETE SATISFACTION. IF OUR SERVICE WAS SATISFACTORY TELL YOUR FRIENDS. IF NOT, PLEASE TELL US IMMEDIATELY.

**STATEMENT OF DISCLAIMER**  
Any warranties on the products sold hereby are those made by the manufacturer. The selling Dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Selling Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service.

Buyer shall not be entitled to recover from the Selling Dealer any consequential damages, damages to property, damages for loss of use, loss time, loss of profit or income, or any other incidental damages.

CUSTOMER SIGNATURE

| DESCRIPTION                   | TOTALS       |
|-------------------------------|--------------|
| LABOR AMOUNT                  | 6.50         |
| PARTS AMOUNT                  | 23.00        |
| GAS, OIL, LUBE                | 0.00         |
| SUBLET AMOUNT                 | 0.00         |
| MISC. CHARGES                 | 0.00         |
| TOTAL CHARGES                 | 29.50        |
| LESS INSURANCE                | 0.00         |
| SALES TAX                     | 2.81         |
| <b>PLEASE PAY THIS AMOUNT</b> | <b>32.31</b> |

Customer Copy

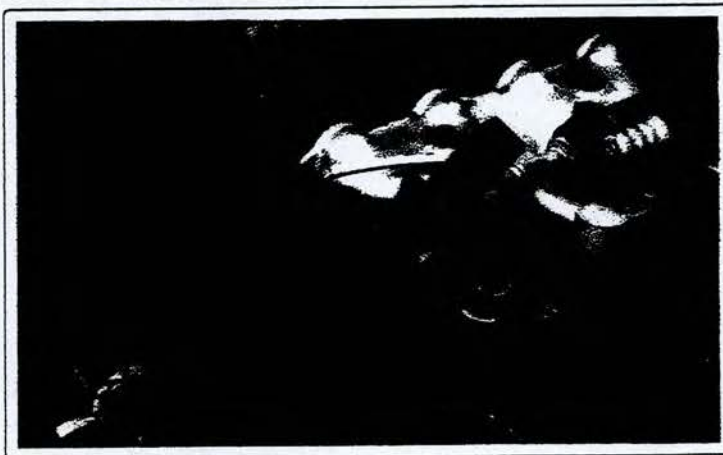
Home > Honda > 1.5L, 1.6L > How To Test for a Blown Head Gasket (Honda 1.5L, 1.6L)

## How To Test for a Blown Head Gasket (Honda 1.5L, 1.6L)

April 01, 2011 Updated: February 03, 2013 Written by: Abraham Torres-Arredondo

Page 1 Page 2 Page 3

### HEAD GASKET TEST 2: Coolant Shooting Out From Open Radiator

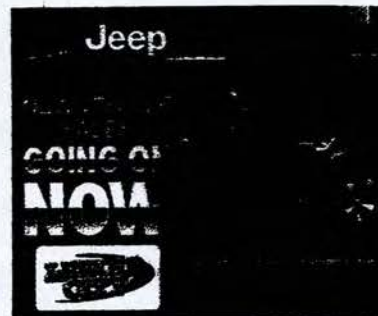


Another of the most common symptoms of a Blown Head Gasket is the Engine's Compression or Combustion Gases entering the Cooling System. This can easily be tested and in this test step I'll show you how.

A word of caution: If your Honda Civic has been running for an extended amount of time, let the Engine cool down for at least an hour, since this test step will ask you to remove the Radiator Cap. Be careful and remember that a Radiator Cap should never be removed from a hot Radiator.

There's a good chance that your Honda Civic is not starting, in this case... you don't have to worry about a Hot Engine.

- 1 Remove the Radiator's Cap. Check to see if there is Coolant in the Radiator. If the Radiator is empty... add some water or Coolant to bring it up to the Radiator's neck level.
- 2 Now, have a helper crank the engine, while you stand at a safe distance from the open Radiator.
- 3 You'll see one of two results:
  - 1.) The water or Coolant inside the Radiator will shoot up and out of the now open Radiator.



Applies To:

Honda Vehicles:

Civic 1.5L, 1.6L

1984, 1985, 1988, 1987,  
1988, 1989, 1990, 1991,  
1992, 1993, 1994, 1995,  
1996, 1997, 1998, 1999, 2000

Civic del Sol 1.5L, 1.6L

1993, 1994, 1995, 1996, 1997

CRX 1.5L, 1.6L

1988, 1989, 1990, 1991

1.5L, 1.6L



How to Test the Throttle Position Sensor  
(Honda 1.5L, 1.6L)

How to Test the MAP Sensor (Honda 1.5L,  
1.6L)

How To Test for a Broken Timing Belt  
(Honda 1.5L, 1.6L)

All Articles: Honda 1.5L, 1.6L

2.) The Coolant will not be disturbed. In other words, cranking the engine will have no effect on the level of the Water or Coolant in the Radiator.

OK, now that the testing part is done... let's take a look at what your results mean:

**CASE 1: The Coolant bubbled out or shot out from the Radiator:** This is a clear indication that the Head Gasket is blown.

This test result only happens when the Head Gasket has blown and/or the Cylinder Head has warped due to the engine overheating. No further testing is required.

**CASE 2: The Coolant DID NOT bubble out NOR shoot out from the Radiator:** If cranking the engine had no visible effect on the level of the Coolant in the open Radiator... this is normal.

If you were to ask 10 persons, what is the most common symptom of a Blown Head Gasket, 9 out of 10 would say, without hesitation, Engine Oil mixing with Coolant and Engine Compression/ Combustion Gases shooting out of an open Radiator neck... and yes they would be right but not in all of the cases. There are times when this doesn't happen and so the next test will help to further verify this, **GO TO: HEAD GASKET TEST 3: Engine Compression Test.**

### **HEAD GASKET TEST 3: Engine Compression Test**

What leads a lot of folks to misdiagnose a blown Head Gasket is that, in their particular case, they checked the Engine Oil and it was not mixed with Coolant. They also did the Radiator with the Cap off Test and the Engine's Compression or Combustion Gases were not escaping from there.

They never realized that a Head Gasket can get blown without causing the Coolant to mix with the Engine Oil and without causing Combustion Gases from entering the Cooling System. I have seen this enough to know that one more test has to be done.

How is this possible? Well, this happens because the Head Gasket has burned at a point between two Cylinders (see image 2 of 2 in the image viewer), the resulting gap in the Head Gasket will let only the Compression/ Combustion of one cylinder to leak into the other and vice-versa, but nothing else (like Coolant). If this happens, in a Honda Civic, this will cause a No Start Condition.

This condition can be very easily verified by doing a Compression Test. In this test step I'll show you how and more importantly, how to interpret the Compression Test results to see if the Head Gasket is burned or not. This is what you'll do:

- 1 The Ignition System must be disabled so that Spark won't be created and delivered to the Spark Plug Wires.

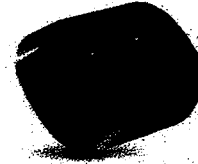
You can do this by disconnecting the Ignition Coil's connector, if the Ignition Coil is located outside of the Distributor on your Honda. If your Honda Civic has the Ignition Coil inside the Distributor, disconnect the Distributor's connectors, and this will disable the Ignition Coil.

- 2 Remove all four Spark Plug Wires and then remove all of the Spark Plugs.

- 3 Thread in the Compression Tester by hand, on the first Spark Plug hole you're gonna's start with.

Do not use any tools to tighten the Compression Tester. Hand tightening the Compression Tester is more than enough to get the proper results.

**HOTSPOT UP TO  
10 WI-FI ENABLED DEVICES**  
ON VERIZON'S POWERFUL 4G LTE NETWORK



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30 DAY TRIAL

VERIZON JETPACK 4G LTE  
MOBILE HOTSPOT MIFI 5500

Verizon **Jetpack**

- 4 Have a helper crank the engine while you keep your eyes on the Compression Tester. The needle will climb, as the engine cranks, till it reaches the maximum Cylinder Compression. At the point it stops climbing, have your helper stop cranking the engine.

On a piece of paper, write down the reading and what cylinder it belongs to (you can use the image in the Image viewer to help you identify the cylinder). Repeat the above steps in the remaining 3 cylinders.

If your Honda Civic's Head Gasket is burned at a location between 2 Cylinders... your Compression Test readings will give you 2 good compression readings and 2 Compression readings that will be 0 PSI. Let me give you a more specific example:

Let's say that I tested my Honda Civic and I got the following Cylinder Compression readings:

- Cylinder #1 = 175 PSI
- Cylinder #2 = 165 PSI
- Cylinder #3 = 0 PSI
- Cylinder #4 = 0 PSI

As you can see from the above compression readings, Cylinders #3 and #4 have 0 PSI readings. And this is a clear indication that the Head Gasket has burned at the point between them both. Now, in your specific case... you may not see those exact same Cylinders with 0 PSI readings. It may be #1 and #2 or it may be #2 and #3... the main idea is that whatever Cylinders are affected, they will always be side by side.

**CASE 1: All Cylinder Compression readings where normal:** These Compression Gauge readings confirm that the Head Gasket is OK and not burned at a point between two cylinders.

OK, 3 out of 3 tests have confirmed that the Head Gasket on your Honda Civic is not blown.

**CASE 2: Two side by side Cylinders had 0 PSI Compression:** This Engine Compression reading confirms that the Head Gasket is burned thru' at the point between those two Cylinders. You will need to replace the Head Gasket.

[< Prev](#)

[Next >](#)

**"I bought a perfect second car... a tow truck."**  
*Rodney Dangerfield*

#### MORE TUTORIALS:



How to Test the Throttle Position Sensor (Honda 1.5L, 1.6L)



How to Test the MAP Sensor (Honda 1.5L, 1.6L)



How To Test for a Broken Timing Belt (Honda 1.5L, 1.6L)



How to do a Cylinder Balance Test (Honda 1.5L, 1.6L)



How to Test Engine Compression (Honda 1.5L, 1.6L)



How to Troubleshoot a No Start (Honda 1.5L, 1.6L)

# BILL OF SALE

DEALER SALTON MOTOR CARS, INC

ADDRESS 5645 ATLANTA HWY

CITY ALPHARETTA

STATE GA

ZIP 30004

PHONE 404-343-0238

DATE 3/02/2013

STOCK NO. JS1249

SALES PERSON NATALIE SALTON

BUYER [REDACTED]  
 D.L. # [REDACTED] D.O.B. [REDACTED]  
 ADDRESS [REDACTED]  
 CITY HARRIMAN  
 STATE TN ZIP [REDACTED]  
 HOME PHONE [REDACTED]  
 BUSINESS [REDACTED] CELL [REDACTED]

CO-BUYER [REDACTED]  
 D.L. # [REDACTED] D.O.B. [REDACTED]  
 ADDRESS [REDACTED]  
 CITY HARRIMAN  
 STATE TN ZIP [REDACTED]  
 HOME PHONE [REDACTED]  
 BUSINESS [REDACTED] CELL [REDACTED]

## PURCHASE VEHICLE

| YEAR | MAKE  | MODEL     | BODY STYLE | COLOR  | SERIAL NUMBER          | MILEAGE |
|------|-------|-----------|------------|--------|------------------------|---------|
| 2010 | HONDA | CIVIC CPE | 2DR        | SILVER | 2HGFG1B88AH [REDACTED] | 33847   |

| DESCRIPTION OF TRADE-IN #1 |     |               |     |
|----------------------------|-----|---------------|-----|
| YEAR                       | N/A | MAKE          | N/A |
| MODEL                      | N/A | MILEAGE       | N/A |
| BODY STYLE                 | N/A | COLOR         | N/A |
| SERIAL #                   | N/A |               |     |
| AMOUNT ALLOWED:            | N/A | BALANCE OWED: | N/A |
| BALANCE OWED TO:           | N/A |               |     |
| STREET                     | N/A |               |     |
| CITY, ST ZIP               | N/A |               |     |
| LIEN HOLDER PHONE #        | N/A |               |     |
| PAYOFF QUOTED BY:          | N/A |               |     |
| (Good Until)               | N/A |               |     |

|                       |           |
|-----------------------|-----------|
| SELLING PRICE         | 12,902.00 |
| MINUS TRADE ALLOWANCE | N/A       |
| SUBTOTAL              | 12,902.00 |
| DEALER SERVICE FEE(S) | 299.00    |
| SERVICE AGREEMENT     | N/A       |
| N/A                   | N/A       |
| N/A                   | N/A       |
| N/A                   | N/A       |
| SUBTOTAL              | 299.00    |
| TITLE AD VALOREM TAX  | N/A       |
| COUNTY                | N/A       |
| TITLE FEE             | N/A       |

| DESCRIPTION OF TRADE-IN #2 |     |               |     |
|----------------------------|-----|---------------|-----|
| YEAR                       | N/A | MAKE          | N/A |
| MODEL                      | N/A | MILEAGE       | N/A |
| BODY STYLE                 | N/A | COLOR         | N/A |
| SERIAL #                   | N/A |               |     |
| AMOUNT ALLOWED:            | N/A | BALANCE OWED: | N/A |
| BALANCE OWED TO:           | N/A |               |     |
| STREET                     | N/A |               |     |
| CITY, ST ZIP               | N/A |               |     |
| LIEN HOLDER PHONE #        | N/A |               |     |
| PAYOFF QUOTED BY:          | N/A |               |     |
| (Good Until)               | N/A |               |     |

|   |           |
|---|-----------|
| BALANCE OWED ON TRADE-IN(S)                   | N/A       |
| SUBTOTAL                                      | N/A       |
| TOTAL SALE PRICE                              | 13,201.00 |
| CASH PAID                                     | 13,201.00 |
| DEFERRED CASH PICKUP DOWN PAYMENT             | N/A       |
| BALANCE TO BE FINANCED OR CASH DUE            | N/A       |
| Installment Sales Contract to be assigned to: |           |
| INSURANCE COMPANY                             |           |
| STREET  |           |
| CITY, ST ZIP                                  |           |
| AGENT   | PHONE #   |

USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACIÓN DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TODA DISPOSICIÓN EN GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARIO DE LA VENTANILLA PARA ESTE VEHÍCULO CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

PURCHASER, BY SIGNING THIS AGREEMENT, ACKNOWLEDGES THAT HE/SHE HAS READ BOTH PAGES OF THIS AGREEMENT, AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. If this agreement consists of two pages, be sure to read and initial page two as indicated.

Buyer Signature [REDACTED]  
 Date 3/02/2013  
 Co-Buyer Signature [REDACTED]  
 Date 3/02/2013

Dealership Name SALTON MOTOR CARS, INC  
 Dealer Rep Signature N. Salton  
 Representative Printed Name \_\_\_\_\_  
 Date 3/02/2013

ST-8 (REV. 12/01)



STATE OF GEORGIA
DEPARTMENT OF REVENUE
TAXPAYER SERVICES DIVISION
1800 Century Boulevard, NE, Ste. 8200
Atlanta, Georgia 30345-3205
Telephone: (404) 417-6601

NONRESIDENT CERTIFICATE OF EXEMPTION PURCHASE OF MOTOR VEHICLE

(O.C.G.A. § 48-5-440 defines "motor vehicle" as a vehicle which is designed for use upon the public roads)

Form with fields: TRADE NAME OF DEALER (SALTON MOTOR CARS, INC), NAME OF NONRESIDENT PURCHASER OR CORPORATION, DRIVER'S LICENSE NUMBER, STATE OF ISSUE (TN), STREET, PRINCIPAL PLACE OF BUSINESS, CITY (HARRIMAN), COUNTY (ROANE), STATE (TN), ZIP CODE, MAKE (HONDA), DESCRIPTION OF MOTOR VEHICLE (USED), MODEL, CIVIC CPE, MANUFACTURER'S ID NUMBER (2HGFG1B88AH), DATE OF PURCHASE (3/02/13), INVOICE NUMBER, TOTAL SALES PRICE (\$12,902.00), ALLOWANCE FOR TRADE-IN (\$N/A), NET AMOUNT PAID.

AFFIDAVIT OF NONRESIDENT PURCHASER

(Purchaser must be a non-Georgia resident, living in another state or corporation with its principal business location outside Georgia)

I, [redacted], have examined this form and attest that all information contained herein is true and correct and that I will immediately transport the motor vehicle out of the State of Georgia, register it and operate it in the State of TENNESSEE

This 2ND day of MARCH, 20 13.

(Signature of Nonresident Purchaser or Authorized Signature for Corporation)

Sworn to and subscribed before me this \_\_\_ day of \_\_\_, 20\_\_.

Notary Public My Commission Expires

AFFIDAVIT OF MOTOR VEHICLE DEALER

I, SALTON MOTOR CARS, INC, of 5645 ATLANTA HWY, ALPHARETTA, GA 30004 (address)

being duly sworn, depose and hereby certify that to the best of my knowledge and belief the above named purchaser is presently a legal resident of and actually lives in another state and that said motor vehicle will be immediately transported out of the State of Georgia by the State of TENNESSEE and, registered and operated in

This 2ND day of MARCH, 20 13.

(Authorized Signature of Dealer)

Sworn to and subscribed before me this \_\_\_ day of \_\_\_, 20\_\_.

Notary Public My Commission Expires

INSTRUCTIONS: Nonresident Certificate of Exemption Purchase of Motor Vehicle (Form ST-8) must be executed by the nonresident purchaser and the dealer at the time of the purchase of the motor vehicle. The dealer must retain the properly executed and notarized certificate on file in order to be relieved from collecting the tax on motor vehicle shown above, and for examination by Revenue Department Representatives. Do not mail a copy of this Certificate to the Taxpayer Services Division.

# ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I, SALTON MOTOR CARS, INC, state that the odometer now reads **33847** miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements has been checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.  
WARNING: ODOMETER DISCREPANCY.

Vehicle Description: 10 HONDA CIVIC CPE, SILVER  
Body style: 2DR  
VIN: 2HGFG1B88AH [REDACTED]  
Stock #: JS1249

Transferors (Seller) Information: SALTON MOTOR CARS, INC  
5645 ATLANTA HWY  
ALPHARETTA, GA 30004

Acknowledged by Transferor (Seller):

Salton 3/02/13  
Printed Name: \_\_\_\_\_

Transferees (Buyer) Information: [REDACTED]  
HARRIMAN, TN [REDACTED]

Acknowledged by Transferee (Buyer):

[REDACTED] 3/02/13  
Printed Name: \_\_\_\_\_

[REDACTED] 3/02/13  
Printed Name: \_\_\_\_\_



# CARFAX Vehicle History Report™

An independent company established in 1986

US \$39.99

### Vehicle Information:

2010 HONDA CIVIC EX

VIN: 2HGFG1B88AH

COUPE

1.8L L4 MPI SOHC 16V

FRONT WHEEL DRIVE

### Standard Equipment | Safety Options

### CARFAX Report Provided By:

Salton Motor Cars

5645 Atlanta Hwy

Alpharetta, GA 30004



No accident / damage reported to CARFAX



2 Previous owners



2 Service records available



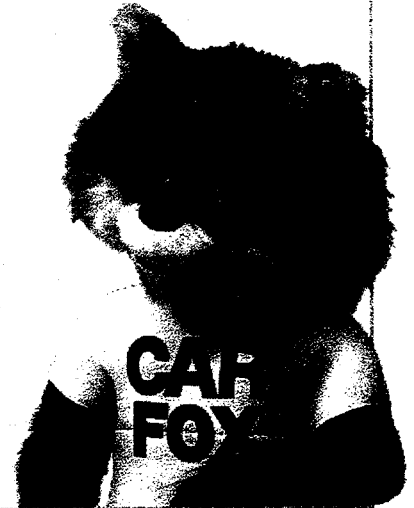
Personal vehicle



33,364 Last reported odometer reading



\$260 Above retail book value



This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 3/2/13 at 6:58:51 PM (EST). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.



### Price Calculator™

Adjust the value of this 2010 Honda Civic EX based on the information available in this report.



### Ownership History

The number of owners is estimated.

Year purchased

Type of owner

Owner 1

Owner 2

2010  
Personal

2011  
Personal

|   |         |             |
|---|---------|-------------|
| Estimated length of ownership           | 1 year  | 1 yr. 2 mo. |
| Owned in the following states/provinces | Florida | Florida     |
| Estimated miles driven per year         | ---     | 13,223/yr   |
| Last reported odometer reading          | 12      | 33,364      |

### Title History

Owner 1

Owner 2

CARFAX guarantees the information in this section

**Salvage | Junk | Rebuilt | Fire | Flood | Hail | Lemon**

**Not Actual Mileage | Exceeds Mechanical Limits**

Guaranteed  
No Problem

Guaranteed  
No Problem

Guaranteed  
No Problem

Guaranteed  
No Problem

**GUARANTEED** - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. [View Certificate](#)

### Additional History

Owner 1

Owner 2

Not all accidents / issues are reported to CARFAX

|  |  |  |
|--|--|--|
| <p><b>Total Loss</b><br/>No total loss reported to CARFAX.</p> <p><b>Structural Damage</b><br/>No structural damage reported to CARFAX.</p> <p><b>Airbag Deployment</b><br/>No airbag deployment reported to CARFAX.</p> <p><b>Odometer Check</b><br/>No indication of an odometer rollback.</p> <p><b>Accident / Damage</b><br/>No accidents or damage reported to CARFAX.</p> <p><b>Manufacturer Recall</b><br/>No open recalls reported to CARFAX.</p> <p><b>Basic Warranty</b><br/><u>Original warranty</u> estimated to have 5 months or 2,636 miles remaining.</p> | <p><input checked="" type="checkbox"/> No Issues Reported</p> <p><input checked="" type="checkbox"/> No Issues Reported</p> <p><input checked="" type="checkbox"/> No Issues Reported</p> <p><input checked="" type="checkbox"/> No Issues Indicated</p> <p><input checked="" type="checkbox"/> No Issues Reported</p> <p><input checked="" type="checkbox"/> No Recalls Reported</p> <p><input checked="" type="checkbox"/> Warranty Active</p> | <p><input checked="" type="checkbox"/> No Issues Reported</p> <p><input checked="" type="checkbox"/> No Issues Reported</p> <p><input checked="" type="checkbox"/> No Issues Reported</p> <p><input checked="" type="checkbox"/> No Issues Indicated</p> <p><input checked="" type="checkbox"/> No Issues Reported</p> <p><input checked="" type="checkbox"/> No Recalls Reported</p> <p><input checked="" type="checkbox"/> Warranty Active</p> |
|--|--|--|

Tell us what you know about this vehicle

### Detailed History

Security

| <div style="display: flex; align-items: center;"> <b>Owner 1</b> </div>                             | Date:      | Mileage: | Source:   | Comments:   |
|---|------------|----------|---|---|
| Purchased: 2010<br>Type: Personal<br>Where: Florida<br>Est. length owned: 7/6/10 - 7/27/11 (1 year) | 06/22/2010 | 2        | Southeastern Honda<br>Palm Bay, FL<br>321-984-4224<br>southeasternhonda.com | Pre-delivery inspection completed<br>Maintenance inspection completed |
|   | 07/06/2010 | 12       | Southeastern Honda<br>Palm Bay, FL<br>321-984-4224<br>southeasternhonda.com | Vehicle sold  |
|   | 07/06/2010 |          | Florida<br>Motor Vehicle Dept.  | Vehicle purchase reported<br>Title issued or updated                  |

www.carfax.com/VehicleHistory/p/Report.cfx?partner=CFL\_0&vin=2HGFG1B88AH


2/4

|            |   |  |
|------------|---|--|
|            | Rockledge, FL<br>Title # [REDACTED]                                   | Registration issued or renewed<br>Registered as<br>personal vehicle<br>Vehicle color noted as Silver   |
| 07/06/2010 | Florida<br>Motor Vehicle Dept.<br>Melbourne, FL<br>Title # [REDACTED] | Title issued or updated<br>Registered as<br>personal vehicle<br>Vehicle color noted as Silver  |
| 07/20/2010 | Florida<br>Motor Vehicle Dept.<br>Rockledge, FL<br>Title # [REDACTED] | Title issued or updated<br>First owner reported<br>Registration updated when owner moved<br>the vehicle to a new location<br>Vehicle color noted as Silver |

**Owner 2**

Purchased: 2011  
 Type: Personal  
 Where: Florida  
 Est. miles/year: 13,220  
 Est. length owned: 7,270 (1 yr., 2 mo.)

**Low mileage!**  
 This owner drove less than the industry average of 15,000 miles per year.



| Date:      | Mileage: | Source:   | Comments:  |
|------------|----------|---|--|
| 07/27/2011 | 17,602   | Florida<br>Motor Vehicle Dept.<br>Miami, FL                       | Vehicle purchase reported  |
| 07/28/2011 |          | Florida<br>Motor Vehicle Dept.<br>Miami, FL<br>Title # [REDACTED] | Title issued or updated<br>Title or registration issued<br>New owner reported<br>Registered as<br>personal vehicle<br>Loan or lien reported<br>Vehicle color noted as Silver |
| 04/12/2012 |          | Florida<br>Motor Vehicle Dept.<br>Miami, FL<br>Title # [REDACTED] | Registration issued or renewed<br>Registered as<br>personal vehicle<br>Loan or lien reported<br>Vehicle color noted as Silver  |
| 09/06/2012 | 33,359   | Florida<br>Motor Vehicle Dept.<br>Miami, FL                       | Odometer reading reported  |
| 09/18/2012 |          | Florida<br>Motor Vehicle Dept.<br>Miami, FL<br>Title # [REDACTED] | Title issued or updated<br>Vehicle repossessed<br>Vehicle color noted as Silver  |
| 10/04/2012 | 33,361   | Dealer Inventory  | Vehicle offered for sale   |
| 10/08/2012 | 33,364   | Auto Clinic<br>Alpharetta, GA<br>678-240-9079                     | Vehicle serviced   |
| 02/15/2013 |          | Dealer Inventory<br>Atlanta, GA                                   | Vehicle offered for sale   |



I'm here to help! Print and bring my SmartBuyer Checklist when you go to test drive this 2010 Honda Civic EX.

**Print this CARFAX Report and take it to your pre-purchase inspection**

Tell us what you know about this vehicle

Have Questions? Please visit our Help Center at [www.carfax.com](http://www.carfax.com).

**CARFAX Price Adjustment™**

Accidents, service records, number of owners and many other history factors can affect a vehicle's value. The CARFAX Price Adjustment is a tool that analyzes millions of used car transactions to measure how the combination of all the information reported to CARFAX affects the value of a particular vehicle. The vehicle's retail book value plus the CARFAX Price Adjustment will give you a more accurate measure of the vehicle's value. Use this tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

**First Owner**

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

**New Owner Reported**

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

**Ownership History**

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1994 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

**Repossession**

When a repossession occurs a vehicle owner fails to make loan payments, and the financial institution holding the title takes possession of the vehicle.

**Title Issued**

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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3/2/13 6:58:51 PM (EST)

# Salton Motor Cars, Inc

5645 Alpharetta Hwy  
Alpharetta GA 30004  
Phone: 4043430238



SELL | FINANCE | FUND | PROTECT

## NADA® Retail Value (Retail) Details

Bookout Date: 03/02/2013

Guide Edition: NADA March 2013, SOUTHEAST Edition.

---

### Vehicle Information

---

2010 HONDA CIVIC-4 CYL. COUPE 2D EX

VIN: 2HGFG1B88AH [REDACTED] Stock No: N/A

\$15,375

---

### Optional Equipment

---

Aluminum/Alloy Wheels

included

Retail Value with Options

\$15,375

Mileage Adjustment (33800 miles)

\$700

NADA® Retail Value

\$16,075

Printed On: 03/02/2013

Copyright 2013 by NADA Services Corporation. All Rights Reserved. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations will vary based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction or the parties to the transaction. This pricing is intended for the use of the individual generating this pricing only and shall not be sold to another party. NADA Services Corporation and DealerTrack, Inc. assume no responsibility for errors or omissions.

# Salton Motor Cars, Inc

5645 Alpharetta Hwy  
Alpharetta GA 30004  
Phone: 4043430238



SELL | FINANCE | FUND | PROTECT

## NADA® Wholesale Value (Trade) Details

Bookout Date: 03/02/2013

Guide: NADA March 2013, SOUTHEAST Edition.

---

### Vehicle Information

---

2010 HONDA CIVIC-4 CYL. COUPE 2D EX

VIN: 2HGFG1B88AH [REDACTED] Stock No: N/A

\$13,225

---

### Optional Equipment

---

Aluminum/Alloy Wheels

included

Wholesale Value with Options

\$13,225

Mileage Adjustment (33800 miles)

\$700

NADA® Wholesale Value

\$13,925

Printed On: 03/02/2013

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11300 State Bridge Rd.  
 Alpharetta, GA 30022  
 (678) 624-0050  
 Fax: (678) 624-0854  
 www.carlandservice.com

051244  
~~00000000~~

**SERVICE DEPARTMENT HOURS**  
 7:00 a.m. to 7:00 p.m.  
 Monday - Friday  
 8:00 a.m. to 4:00 p.m. Saturday

|                 |             |
|-----------------|-------------|
| R.O. Open Date  | R.O. Number |
| 12/12/12        |             |
| R.O. Close Date | Status      |
| 12/13/12        | Pre-Invoice |
| Mileage In      | Mileage Out |
| 33609           | 33613       |

Service Advisor Tag #  
**Aaron Lunsford/457\*W\***

|                   |       |           |              |                               |                 |
|-------------------|-------|-----------|--------------|-------------------------------|-----------------|
| SALTON MOTOR CARS |       |           | Work Phone   | Vehicle Identification Number |                 |
|                   |       |           | Home Phone   | 2HGFG1B88AH                   |                 |
|                   |       |           | 770-652-3981 | Delivery Date                 | In-Service Date |
| Year              | Make  | Model     | Body         | Color                         | License Number  |
| 2010              | HONDA | CIVIC CPE | 2DR AUTO EX  | SILVER                        |                 |

| DESCRIPTION OF SERVICE AND PARTS   | AMOUNT               |
|--|----------------------|
| #2 - 00HOZOFMPI: FREE MULTI-PT. INSP.<br>Work performed by Jason Love (487)<br>INSPECTION<br>Sub Total: .00  |                      |
| #3 - 10HOZ11: ENGINE CONCERN<br>C/S THAT THER IS A VIBRATION WHEN DRIVING. MORE SO AT IDLE.<br>Work performed by Jason Love (487)<br>Installed 50820-SNB-H01 :RUBBER ASSY.<br>DUPLICATED CUSTOMERS CONCERN, INSPECTED AND FOUND SIDE ENGINE MOUNT COMING APART, REMOVED AND INSTALLED NEW SIDE ENGINE MOUNT, RECHECKED AND OK, OP#112 101, DEFECT 01801, LABOR .6<br>Qty: 1                    | Warranty<br>Warranty |
| #4 - 45HOZ: STEERING/SUSPENSION<br>C/S THAT THERE IS A ROARING COMING FROM THE REAR. CHECK AND ADVISE<br>Work performed by Jason Love (487)<br>Installed 42200-SNA-A52 :BEARING ASSY., RR.<br>TEST DROVE VEHICLE AND DUPLICATED CONCERN, FOUND T HAT R/REAR WHEEL BEARING MAKING NOISE, REMOVED AND INSTALLED NEW R/REAR WHEEL BEARING ASSEMBLY, OP#4 181A1, DEFECT 00504, LABOR .4,<br>Qty: 1 | Warranty<br>Warranty |
| #5 * 45HOZ: STEERING/SUSPENSION<br>AFTER REPLACING THE RIGHT REAR WHEEL BEARING, TECH OTEST DROVE VEHICLE AND FOUND LEFT REAR WHEEL BAR ING MAKING NOISE ALSO. REPLACE LEFT REAR PER S.R.  |                      |

**POSTED**

TERMS: STRICTLY CASH OR CREDIT CARD ONLY. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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|   |  |
|---|--|
| LABOR                                     |  |
| PARTS                                     |  |
| DEDUCTIBLE                                |  |
| SUBLET                                    |  |
| SHOP SUPPLIES                             |  |
| HAZARDOUS MATERIALS / TIRE DISPOSAL, ETC. |  |
| SALES TAX OR TAX I.D.                     |  |
| DISCOUNTS                                 |  |
| TOTAL DUE                                 |  |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS.

X



11300 State Bridge Rd.  
 Alpharetta, GA 30022  
 (678) 624-0050  
 Fax: (678) 624-0854  
 www.carlandservice.com

**SERVICE DEPARTMENT HOURS**  
 7:00 a.m. to 7:00 p.m.  
 Monday - Friday  
 8:00 a.m. to 4:00 p.m. Saturday

|                         |             |
|-------------------------|-------------|
| R O Open Date           | R O Number  |
| 12/12/12                |             |
| R O Close Date          | Status      |
| 12/13/12                | Pre-Invoice |
| Mileage In              | Mileage Out |
| 33609                   | 33613       |
| Service Advisor / Tag # |             |
| Aaron Lunsford/457*W*   |             |

|                   |       |           |              |                               |                |
|-------------------|-------|-----------|--------------|-------------------------------|----------------|
| SALTON MOTOR CARS |       |           | Work Phone   | Vehicle Identification Number |                |
|                   |       |           |              | 2HGFG1B88AH                   |                |
|                   |       |           | Home Phone   | Delivery Date                 |                |
|                   |       |           | 770-652-3981 | In-Service Date               |                |
| Year              | Make  | Model     | Body         | Color                         | License Number |
| 2010              | HONDA | CIVIC CPE | 2DR AUTO EX  | SILVER                        |                |

| DESCRIPTION OF SERVICE AND PARTS  | AMOUNT               |
|---|----------------------|
| Work performed by Jason Love (487)<br>Installed 42200-SNA-A52 :BEARING ASSY., RR. Qty: 1<br>ON TEST DRIVE FOUND SLIGHT NOISE STILL PRESENT AFT<br>ER R/SIDE REAR BEARING REPLACED, FOUND L/REAR WHEE<br>L BEARING MAKING NOISE, REMOVED AND INSTALLED NEW<br>L/REAR WHEEL BEARING, OP#4181A0, DEFECT 00504, LAB<br>OR .4  | Warranty<br>Warranty |
| #6 * 11HOZ06: ENGINE NOISE<br>UPON INSPECTION TECH NOTED AN EXHAUST BOLT MISSING<br>FROM THE DOWN PIPE AND GASKET DEFECTIVE.<br>Work performed by Jason Love (487)<br>Installed 18303-SM4-020 :GASKET, MUFFLER 1@12.77<br>FOUND BOLT MISSING IN DOWN PIPE AND GASKET DAMAGED<br>INSTALLED NEW DOWN PIPE GASKET AND INSTALLED NEW N<br>UT, RECHECKED ALL TORQUE ON EXHAUST AND OK AT THIS<br>TIME.<br>Sub Total: 44.27 | 31.50<br>12.77       |

TERMS: STRICTLY CASH OR CREDIT CARD ONLY. "I hereby authorize the repair work hereinafter to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto."

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|   |              |
|---|--------------|
| LABOR                                     | 31.50        |
| PARTS                                     | 12.77        |
| DEDUCTIBLE                                | .00          |
| SUBLET                                    | .00          |
| SHOP SUPPLIES                             | 4.10         |
| HAZARDOUS MATERIALS / TIRE DISPOSAL, ETC. | .00          |
| SALES TAX OR TAX I.D.                     | 1.18         |
|   | .00          |
| DISCOUNTS                                 | .00          |
| <b>TOTAL DUE</b>                          | <b>49.55</b> |

NO RETURN ON ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

# WOOD & FULLERTON STORES LLC

OWNED AND OPERATED BY A PROUD GOODYEAR INDEPENDENT DEALER  
 5855 GATEWAY DR ON HWY 9  
 ALPHARETTA, GA 30004  
 (770)754-0905  
 FEDERAL TAX ID# 208105373  
 WFMW@BELLSOUTH.NET



## INVOICE

M- [REDACTED]

10/10/12 10/10/12  
 06:50 AM 09:50 AM  
 TERR: 7785  
 NONSIG: 197253

PAGE: 01

BILL TO: SALTON MOTOR CARS  
 JEFF SALTON  
 5645 ATLANTA HWY  
 ALPHARETTA, GA 30004

PHONE 1..... (770)652-3981 EXT.  
 PHONE 2..... (404)343-0238 EXT.  
 DATE REQUESTED 10/09/12  
 TIME REQUESTED  
 RETURN PARTS.. NO  
 SALESMAN..... 030 / 030  
 PRIOR INVOICE. [REDACTED]

VEH YEAR/MAKE. 10 HONDA  
 VEHICLE MODEL. CIVIC EX  
 VEHICLE COLOR. SILVER  
 LICENSE/STATE. DEALER / GA  
 ODOMETR IN/OUT 033438 / 33438  
 VEHICLE ID #.. 2HGFG1B88AH [REDACTED]

ACCOUNT # COB TC CUST# TYPE/STATE AUTHORIZATION CREDIT CARD NO.  
 [REDACTED] V 01 [REDACTED] 1 GA 00659G HDC [REDACTED]

| SLSM | TECH | PRODUCT CODE                        | BC | QTY | DESCRIPTION                            | PARJS | LBR/EXCISE | LINE TOTAL |
|------|------|-------------------------------------|----|-----|--|-------|------------|------------|
| 030  |      | 669-801-032-0<br>669-246-500-0      | R  | 2   | 205-55R16 NEGOTIATOR S-1023            | 62.99 | .00        | 125.98     |
| 030  | 103  | 041-263                             | R  | 2   | NEW VALVE STEM                         | 1.00  | .00        | 2.00       |
| 030  | 103  | 044-275<br>FOR THE LIFE OF THE TIRE | R  | 2   | WHEEL BALANCE - AUTO - LIFETIME        | 2.00  | 6.00       | 16.00      |
| 030  | 001  | 093-110                             | R  | 2   | GA CERTIFIED TIRE CARRIER DISPOSAL FEE | .00   | 3.00       | 6.00       |

WE THANK YOU FOR YOUR BUSINESS. FOR ANY QUESTIONS CALL RON, TONY OR JEFF AT (770)754-0905.  
 NOW OPEN MON-FRI 7:00-6:00, SAT 7:30-5:00

PARTS TOTAL..... 131.98  
 LABOR TOTAL..... 18.00  
 MISC SHOP SUPPLIES. .48  
 SUB TOTAL..... 150.46  
 SALES TAX..... .00

CHARGED AMOUNT 150.46  
 TAXABLE AMOUNT .00

## INVOICE TOTAL

**\$150.46**

X-----  
 CUSTOMER AUTHORIZATION FOR TOTAL

TREAD L/F..... 5/32

TREAD R/F..... 5/32

TREAD R/R..... 10/32

TREAD L/R..... 10/32

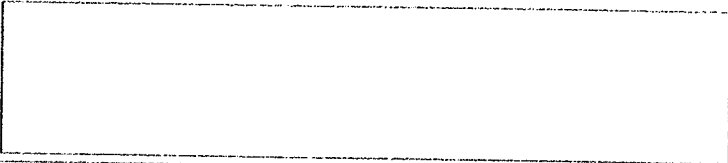
### HAVE A QUESTION OR PROBLEM?

Please tell our store manager. We value your opinion as much as your business. Should you need additional assistance, call our  
**CUSTOMER ASSISTANCE LINE 1-800-321-2136**



**Service is our best part:**

Store 6169 5596 Highway 9 North Alpharetta, GA 30004 Phone: (770) 346-8665  
 Questions or feedback? Contact the Commercial Customer Support Team  
 at 1-877-280-5965 or email us at service@advanceautoparts.com



|   |                   |              |                |            |
|---|-------------------|--------------|----------------|------------|
| <b>Salton Motor Cars</b><br>5645 Atlanta Highway<br><br>ALPHARETTA, GA 30004<br>Phone: (404) 343-0238<br>Account ID: 9622604003 | P.O. #:           | h [REDACTED] | Invoice/Trans: | [REDACTED] |
|   | Date:             | 10/05/12     | Time:          | 5:15:12PM  |
|   | Register:         | 9            | Delivery:      | Yes-       |
|   | Store/Unit#:      |              | Salesperson:   | Brian      |
|   | Internet Order #: |              | Payment Terms: | Weekly     |

| Product Line  | Part #                                  | Description             | SKU      | Warranty                        | Qty | List  | Cost  | Extended |        |
|---|---|-------------------------|----------|---------------------------------|-----|-------|-------|----------|--------|
| <b>2010 HONDA CIVIC EX,1.8L - 1799 L4 FI - R18A</b> |   |                         |          |                                 |     |       |       |          |        |
| <input type="checkbox"/> Weavever Gold              | GNAD537                                 | BRAKE PAD SET-GOLD 1 EA | 20750118 | LIMITED LIFETIME REPLACEMENT    | 1   | 52.83 | 23.70 | 23.70    |        |
| <input type="checkbox"/> Weavever                   | YH145765                                | BRAKE ROTOR WREVR       | 20671529 | 2 YEAR REPLACEMENT IF DEFECTIVE | 2   | 45.48 | 18.11 | 36.22    |        |
| <b>Tender</b>                                       | AAP Comm Credit XXXXXXXXXXXX [REDACTED] |                         |          |                                 |     |       |       |          | -59.92 |

JS1249

\*\*\* In store payments on AAP Comm Credit accounts will be applied to oldest invoices by date. \*\*\*



|                      |                 |
|----------------------|-----------------|
| <b>SUBTOTAL</b>      | 59.92           |
| <b>TOTAL INVOICE</b> | 59.92           |
| <b>PAYMENT</b>       | AAP Comm Credit |
| <b>CHANGE</b>        | 0.00            |

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All cores need to be in the original box and in rebuildable condition to receive full core credit. Invoice required as proof of purchase for all returns.

THANK YOU FOR YOUR BUSINESS!



**Service is our best part!**

Store 6169 5596 Highway 9 North Alpharetta, GA 30004 Phone: (770) 346-8665  
 Questions or feedback? Contact the Commercial Customer Support Team  
 at 1-877-280-5965 or email us at service@advanceautoparts.com

|   |   |  |
|---|---|--|
| <b>Salton Motor Cars</b><br>5645 Atlanta Highway<br><br>ALPHARETTA, GA 30004<br>Phone: (404) 343-0238<br>Account ID: 9622604003 | <b>P.O. #:</b> h [REDACTED]<br><b>Date:</b> 10/05/12<br><b>Register:</b> 9<br><b>Store/Unit#:</b><br><b>Internet Order #:</b> | <b>Invoice/Trans:</b> [REDACTED]<br><b>Time:</b> 3:45:38PM<br><b>Delivery:</b> Yes<br><b>Salesperson:</b> Joseph<br><b>Payment Terms:</b> Weekly |
|---|---|--|

| Product Line  | Part #                                  | Description           | SKU      | Warranty                           | Qty | List  | Cost  | Extended |
|---|---|-----------------------|----------|------------------------------------|-----|-------|-------|----------|
| <b>2010 HONDA CIVIC EX,1.8L - 1799 L4 FI - R18A</b> |   |                       |          |                                    |     |       |       |          |
| <input type="checkbox"/> Promotive                  | PH4612                                  | OIL FILTER 1 EA PRMTV | 3720002  | 30 DAY REPLACEMENT IF DEFECTIVE    | 1   | 9.61  | 1.50  | 1.50     |
| <input type="checkbox"/> AAP                        | A25                                     | OIL 5W30 5.1 QT AAP   | 10062201 | REPLACE OR REFUND AT MGR DISCRETIC | 1   | 34.98 | 12.99 | 12.99    |
| <b>Tender</b>                                       | AAP Comm Credit XXXXXXXXXXXX [REDACTED] |                       |          |                                    |     |       |       | -14.49   |

*JS1249*

\*\*\* In store payments on AAP Comm Credit accounts will be applied to oldest invoices by date. \*\*\*



D2KK61JGFN1JDH1CHL1B11GX1B1CKD

|                      |                 |
|----------------------|-----------------|
| <b>SUBTOTAL</b>      | 14.49           |
| <b>TOTAL INVOICE</b> | 14.49           |
| <b>PAYMENT</b>       | AAP Comm Credit |
| <b>CHANGE</b>        | 0.00            |

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, including interest and penalties if applicable. All cores need to be in the original box and in rebuildable condition to receive full core credit. Invoice required as proof of purchase for all returns.

**THANK YOU FOR YOUR BUSINESS!**



**Customer:**

Salton Motors  
 Jeff/natalie Salton  
 5645 atlanta hwy #100  
 Alpharetta, GA 30004  
 Pn: (770) 652-3981

**Vehicle:**

2010 Honda Civic FWD  
 Eng: L4-110 1.8L SOHC Tran: Automatic  
 VIN: 2HGFG1B88AH [REDACTED]  
 Mileage In: 33364 Out:  
 P Date: Clr: silver  
 Lic: St: GA

**Repair Order:**

Service Writer: G Robbins  
 PO Number:  
 Date In: 10/05/2012  
 Date Out:  
 Driver:

| Labor:                  | Description            | Extended      |
|-------------------------|------------------------|---------------|
|                         | oil change             | 17.00         |
|                         | p.d.i.                 | 51.00         |
|                         | r&r rear pads / rotors | 102.00        |
| <b>Labor Sub Total:</b> |                        | <b>170.00</b> |
| <b>Parts:</b>           | <b>No parts on job</b> |               |
| <b>Job Sub Total:</b>   |                        | <b>170.00</b> |

Estimate Only - Subject to Inspection

(SAMPLE - REVIEW and GET LEGAL COUNCEL) I hereby authorize the repair work listed hereon, including sublet work, to be done along with necessary materials, and hereby grant you and/or your employees, permission to operate car, truck or vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. ESTIMATES DO NOT INCLUDE APPLICABLE TAXES. You have the right to: (A) the return of your replaced parts unless they are required for core return. (B) know the prices, terms and conditions of all warranties, if any. Your old parts will be saved for inspection or return upon receipt of the vehicle or for (1) working day thereafter only if requested at time of estimate. A fee will be charged for hazardous waste disposal. (your company) will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond our control. An express mechanic's lien is hereby acknowledged on above car, truck or vehicle to secure the amount of repairs thereto. Vehicles not picked up within 3 days of completion can be charged \$20/day storage. . The final invoice is to be paid in "CASH ONLY" unless agreed upon by both parties in writing before repairs are made to vehicle. In the event it is necessary to retain an attorney to collect for the services and good shown on this estimate, (your company) will be entitled to a reasonable attorney fee in addition to its court cost.

|                  |               |
|------------------|---------------|
| <b>Parts:</b>    | <b>0.00</b>   |
| <b>Labor:</b>    | <b>170.00</b> |
| <b>Sublets:</b>  | <b>0.00</b>   |
| <b>Misc:</b>     | <b>0.00</b>   |
| <b>Subtotal:</b> | <b>170.00</b> |
| <b>Tax1:</b>     | <b>0.00</b>   |
| <b>Tax2:</b>     | <b>0.00</b>   |
| <b>TOTAL:</b>    | <b>170.00</b> |
| <b>Balance:</b>  | <b>170.00</b> |

Customer Signature

Date