

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

FOR AGENCY USE ONLY 100148



Vehicle Owner's Questionnaire
To Report Vehicle Safety Defects
1-888-DASH-2-DOT
(1-888-327-4236)
INTERNET: www.nhtsa.dot.gov/hotline

Date Received

16-AUG-2016

Repository

Reference No.
10896361

OWNER INFORMATION (Type or Print)

Daytime Telephone Number

E-mail Address

Evening Telephone Number

YELLOW SPRING

State WV

Zip Code

The information you provide will be used to identify potential safety-related defects. We may share your information with the applicable vehicle manufacturer during an investigation or recall in accordance with the routine uses described in the agency's Privacy notice. See 49 FR 53971 (Sep. 3, 2004).

VEHICLE INFORMATION

digit Vehicle Identification Number Located at bottom of windshield on driver's side

Make

HONDA

Model

FIT

Model Year

2013

1MGE8H33DC

Date Purchased

March 2013

Dealer's Name and Telephone Number

Miller Honda 888-819-5799

Engine:

No: Cylinders

4

Fuel Type:

gas

Original Owner

Dealer's City

Winchester

State

WV

Zip Code

22602

Transmission Type

Sept. A/T

Antilock Brakes

Cruise Control

Powertrain

1500/Civic?

Multiple Failure:

See attached

Incident Date(s)

23-MAR-2016

see attached

FAILED COMPONENT(S)/PART(S) INFORMATION

Vehicle Component Code: 140000 AIR BAGS

Failure Mileage

800

Failure Speed

standing

Suspected →

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A TIRE FAILURE

Tire Make

Tire Model (Name or Number)

Tire Size (Example P215/65R15)

DOT No. (Example: DOTM19ABC036)

Original Equipment
 Prior Repair

Failure Location:

Vehicle Component Code

Tire Failure Type:

ADDITIONAL ITEMS TO BE COMPLETED WHEN REPORTING A CHILD SEAT FAILURE

Model Name:

Date Manufactured:

Model No./Name:

Seat Type:

Installation System:

Child Seat Component Code:

Failed Part:

APPLICABLE INCIDENT INFORMATION

(Please describe in detail the incident(s), Failure(s), Crash(es), and injury(ies).)

Crash

Fire

Number of Persons Injured

Number of Deaths

Reported to Police

Yes No

Yes No

N

Narrative Description of Incident(s), Crash(es), and Injury(ies). Please describe (1) events leading up to the failure, (2) failure and its consequences, and (3) what was done to correct the failure; e.g., parts repaired or replaced (and if old part is available).

FL* TAKATA RECALL. THE CONTACT OWNS A 2013 HONDA FIT. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 16V06100 (AIR BAGS); HOWEVER, THE PARTS TO DO THE REPAIR WERE UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE MANUFACTURER WAS NOTIFIED OF THE ISSUE. THE CONTACT HAD NOT EXPERIENCED A FAILURE. VIN TOOL CONFIRMS PARTS NOT AVAILABLE. really?

Include, if available: Police/Fire Department Report, Photos, and Repair Invoice.

ATTACH ADDITIONAL SHEETS IF NECESSARY

Privacy Act of 1974-Public Law 93-579 This information is requested pursuant to authority vested in the National Highway Traffic Safety Act and subsequent amendments. You are under no obligation to respond to this questionnaire. Your response may be used to assist the NHTSA in determining whether a Manufacturer would take appropriate action to correct a safety defect. If the NHTSA proceeds with administrative enforcement or litigation against a manufacturer, your response, or a statistical summary thereof, may be used in support of the agency's action.

Narrative Description of Incident(s), Failure(s), Crash(es), and Injury(ies)

See attached (only) 250+ pages total - (several) some sent to NHTSB since 3-16 - 3 letters in your file!
21st Century (comprehensive) Insurance carrier would not interview/cast/visit side Farnas. (fire damage or take report (Honda owns the insurer/as told to me by WV InsurComm
"Bld only" It's a Honda (problem "fires 3+)" - then hung up abruptly!

ATTACH ADDITIONAL SHEETS IF NECESSARY

U.S. Department of Transportation

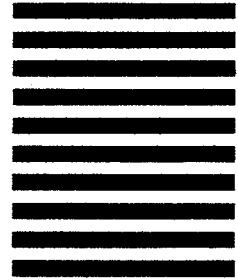
National Highway Traffic Safety Administration

1200 New Jersey Avenue SE, Washington, D.C. 20077-9382

Official Business Penalty for Private Use \$300



NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES



BUSINESS REPLY MAIL

FIRST CLASS MAIL PERMIT NO. 1888 WASHINGTON, DC

POSTAGE WILL BE PAID BY ADDRESSEE

US Department of Transportation
National Highway Traffic Safety Administration
Office of Defects Investigation, NEF-100
1200 New Jersey Avenue SE.
Washington, D.C. 20077-9382



Think your vehicle has a safety defect?



If so:

Use the enclosed form to file a report.

or visit:

www.safercar.gov

or call:

Vehicle Safety Hotline
888-327-4236



Vehicle Owner's Questionnaire (VOQ)
U.S. Department of Transportation
National Highway Traffic Safety Administration



Sept 16 2016

Randy Reid Chief
Corvus Res. Div.
Office of Defects Invest. Enforcement

Ref: 10896361

Mr. Reid: Thank you for the opportunity to correspond with a fellow "enforcement" person. I'll try not to bore you or give you more info than you need. Please feel ~~free~~ free (encourage you) to call me at [redacted]

(on file) no Internet/Cell etc available where I live!

* Brief Bio: I have worked as a field Investigator (retired) for 35 yrs (1960's-90's) for Local/States (2) / (2003)

Reg III Federal PHS/FDA Investigator [redacted] So I put a possible "different" slant on this Tallata "thing". I have investigated untold number of dangerous/fatal complaints about products regulated by my agencies. A blunt statement about Honda Tallata (3) difficult to define (I know the difference) but the defensive "shred" is closely shaved, in my opinion, maybe too close? Just saying?

I purchased a 2013 Honda "Fit" in March 2013, but after about Four Hundred miles the vehicle became "electrically" dangerous / not likely to

- unexpected battery failures 3-units (15+ "dangerous" road discharges)
 - Power loss on road / stall / power bleed (limp home (35mph top) (limp home))
- (I'm told) brillig (weirdness) to point of tippy / swaying (by mechanic) (Garage 1) ^{new}

Final
mike
2000
m.
(2A)
kellys
multifunction

• loss of accessory use HVAC / Defog fan / wipers etc in very poor weather that caused me to buy a magnetic battery "hazard flash" as not more than one thing could be used on road at one time (< 500mi) ebr lights, or wipers, or fan HVAC but not more than one at a time. My second independent garage (at my cost) told me the sound system was "fried" and the dash was "melted" few words, neither garage would testify (only way they would invest) made me too immediately (both)

• "Stalling" at intersections, slow starting, I was told by a friend that "parasitic elect drain make these 4 comp cars hazardous/deathtraps! I tend to agree!

Possible
to elect
to change

• I tried to go through "Lemon law" in Va. but was refused by 2 lawyers that said Honda cannot be sued successfully. I also went through the NDS as in Honda manual, I was told I did not

- ① "drive enough" (never defined)
 - ② send a temp chand wrecker
 - ③ told to unhook battery (203 car?) when not in use?
 - ④ charge the battery between drivij
- (I don't need to do this, on my 1952 Ford FI 6volt!!)

Bottom
line

My claim was refused for repurchase of < 1000 mile car (failure to prove factory defect!) me
The car remained at the dealer for 5 months (deal said car was fine) it was roll back in ad
wreck by me on roll back 6 roll backs - < 1900 miles (hundred)

Yellow Spring, WV

When the car was towed roll back to private garage #1 ^{9-14th} the car showed "etching" windshield by (corrosive ^{fumes} gas?), buckled front drive sander (heat?) - fire blistered under hood with hood/roof paint heat "stained" (not blistered) What a mess!! ^{(not repairable w/o repaint) when rep'd} in know - windows down

When Garage #1 kept the car (battery recharge # ?) battery #2, the garage owner called me to tell me he wanted the car off his property as he feared "fire" or explosions as the car was "smoking" (not running) under hood around steering column and would emit explosive sounds not unlike a pistol round! So they refused further ^{research} ~~research~~ etc brought it back to my house...

"uncerimonially dumping it to be recycled (too near my house, as it was foul out! About 5 days after the return the car began (as battery failed) by Voltarcing, exploding, "vaporizing", smoking, and the headlights would flash (Not on!) red in unison five times from Red to amber to white to stop.

(then repeat) I don't have to tell you this - Scared the S... out of me! But just as the lights stopped flashing (leg in hand), the smoke about ^{size} a camp fire - acid "stink" came out below the steering ^{column} for 15-20 seconds. I got a fire extinguisher (we like 8 mks 20 mins from FD.) as I extinguish the fire "electrical" I noticed ~~in my estimate~~ ground

my expense all

Mikes 10 days from Dealer Just said

1 cigarette size
fire #2
under passenger size

Yellow Spring, WV

area below the steel column 3' x 3'
"burned" vegetation (less than 15' from my house that was in danger, I point out.)

At this point the electrical system was "dead" (battery fresh charged to 24 volts in less than 1-2 hours)

I was unable to move the car (dead electric) but could not roll it aside. A/T would not go out of "P". I tried to leave it park in "neutral" to remove the car by tow (tractor) if fire, the tow ~~driver~~ ^{driver} showed me how to use an ice pick to defeat the shift. Why am I having to do this? The dealer ~~threw~~ ^{threw} me out of the dealership with threat of arrest and evict by court. talk to Gaye!

I was at this junction calling every garage I could reach, but none of these garages would touch the "smelly" hull (.12") I finally contacted Gaye #2 - al had him pick up the car (exchange) did not want to do it at all! When he saw the underhood blisters burn, etc he turned to leave. He said to call insurance, he "pretend" to ^(pleads) tow it to his ^(fire) garage, I warned him not to leave inside or locked as it would not open! He ^{said} ~~said~~ it took 1 hour to recharge the seriously discharged battery!!

Yellow Spring, WV

I've seen a lot in [redacted] cases but I was stumped! I called 21st Century/Farmers

"Comprehensive coverage" was total (6 hours later by cell phone in Loudoun Co by an adjuster that he would not interview me ² nor my pictures or ³ review for ^{site} ground/new house fire damage! (I heard that 21st Cent is owned by Honda) (The adjuster told me "This is a Honda Problem" and hung up! W. Insurance Comm still on review that they "could do what they wanted" case closed! I have heard this phrase about 8 times ^(41 months) to date!

When I called my residential insurance for advice, he suggested I move/remove the car from the property as it could affect my Prop ~~Insurance~~! I then called auto recycler that told me a smoke-firedamaged car would not be insurable in it, even if I gave it to (!) them (\$17200 - 0) less tax ^(?) 1500mi - 30mdist)

Honda
Tow
roadside

So I am "screwed" as Honda refuses to help Honda Care still told me that I had used too many resources - breakdowns (34), 3⁺ toll backs w/ no satisfactory fix. (1500-2000 _{mi max}) (total 5-)

Meanwhile, I was referred to an attorney who refused to file Lemon Suit in time allowed at which had an attorney ^{send} ~~send~~ me ^{attached} a ~~letter~~ study that I had assaulted him among other nonsense! (remember what I used to do for 11yrs - violence never accomplishes anything! yes?)

20'
(by cable/fractor) Yellow Spring, WV

I towed the car to a pasture where it sat (40' from any residence etc) sank up to the door sills and occasionally smoked. The interior odor was between a locker room/fue place remains. I have respiratory problems and I could smell this car from several feet away.

Since I had been "ejected" from the dealership (3-14?) and the car evidently left (7-14) I had no recourse but HMC, Touance that was a mixture, repeat letters respond in provoking - I tense/insulting call from the (After) Customer Service (fall 14) and told that I was insulting them hanging upon "Case Closed #?" I kept writing, etc, got a second call that lasted two hours of insults / and told it was "my fault" as I had installed an accessory clock? hung up again. Case Closed (why could I not understand that

The car sat for over a year, no car except my 1990 Geo (w/200,000) miles that was to be replaced by the "excellent" Honda still driving it 41 months later.

"Geo" not Honda

Let's go to my receipt of your Takata recall 10896361 received March 30 2016. After I would to hear from Honda - Still not (dealer) 6 months later! You may appreciate that

Yellow Spring, WV

a [redacted] year old (me) would be reluctant to visit the dealer that threw me out under arrest that!?!?

In intimidation would I no longer had (my budget)

So I wrote you (on file) several letters, during the last 6 months, but I heard that Takata/Honda had no Completion Date? Is this so?

When I was in the field, we had a "Voluntary" Recall procedure that was useless, to say the least! We did however, have the power to close/sure the Honda (ie Iwako Shipy Plant).

I shall conclude with an observation that Honda/Takata et al really do not intend to perform their obligations to their customers, so they just hope for "attrition", dead, or otherwise! *Note 9-9-16 HMC Torrance asked if

* Nothing in writing from Torrance (ever)

I still had the car, if not, they had no obligation to honor any fix. (more than otherwise)

In addition, to Cust. Serv. (Lorette) HMC Torrance told me that HMC Torrance could ^{not} involve themselves in any action w/ customer money/vehicle. Re dealer in front me, 2014. That Honda MC would not allow a "buyback" no matter how bad the car was!

I am certain you have by now become numb to all this! Allow one

find piece!

mtw
Feb
2013

As you know; Japan experienced a
Tsunami / Nuclear holocaust just
before the 2012-13 ^{auto time} in dia, I heard that
the components for cars were not
available or "were" ^{were} "soured" affected, "just in time"

It is believed that assembly / sub assemblies, etc
were sub standard as research shows,
Honda had to "delay" / repair the cars they
produced during this period. 2013 was
date code 1-13, but the components were
~~probably~~ probably made in 2012!

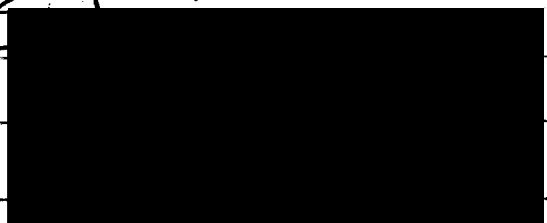
Big Big Problem ^{8 million (more) you would agree}
Just saying... Honda has no financial
incentive to fix either the cars/
or the air bags !!

As my cousin said "Japan is
a favored nation ^{worldwide}" and therefore
treated differently?!

While people are "pinned" killed
maimed etc...

Please look at this, as I
hope you will...

Call if you wish
I have



August 20, 2016

Honda Automobile Customer Service

Mail Stop 500-2N-7A

1919 Torrance Blvd.

Torrance, Ca 90501-2746

- NHTSB Reference
10896361

VIN
JHMGE8H33D

Allan/etc:

I purchased a "new" Honda Fit in March 2013, to date I have been unable to drive the car because of the following (<1800 (3 yrs) miles)

- Total Electrical failures (Smoke) etc at least 3 times requiring fire suppression.
- Equipment failure while driving brakes engine throttle (probably linked) requiring 5 rollback services. (Honda Care refuses to do anymore)
- NCDs dispute resulted in being told car was not driven enough, "too cold" weather, not suitable owner by Miller (John)
- Vehicle last towed to Miller Honda - vehicle was inoperable 3rd battery in 14 months - battery would discharge in <3 hrs - the more I drove this vehicle the worse it became w/ ⁽¹⁾explosions, ⁽²⁾smoke
- ⁽³⁾unexplained deceleration/acceleration/stalling etc. The vehicle was deemed ~~no~~ problem, but I could not trust its reliability (above), so it sat for 5 months until August 2015 when it was evicted and I was escorted off the property (told not to return)

at 3 months
Miller Honda

Yellow Spring, WV

I have paid several independent "shops" to evaluate at my cost (would not take the vehicle on site) for fear of fire, and I have engaged two attorneys Long Va/ Walker Va. who told me no one could sue Honda under "Lemon Law, Va" and succeed!

* Attached Pond Pond etc

* Miller ^{countered} ~~countered~~ my last attorney who very strangely (quit/returned my deposit refused my calls) Miller would only trade ^{even} a brand new Honda mine for a used Toyota Yaris 2013 (in stock) with 30000 miles (sticker 11,995) even for my

17,000 sticker Honda. Miller stated it would be "reliable" as opposed to the Honda Fit (mine) as I am on fixed income. [REDACTED] years old,

I had saved for 10 years to buy my last "new" car, I have lost my entire investment, as I contacted Miller Honda with "Fear of Trepidation" August 16, with no reply of any kind in 2 weeks see attached Honda "Tallaha recall". My hope is (w/o credential) that the air bags have destroyed the electrical system. (smoke etched to windshield, round the interior, heat warped the hood/paint, and buckled in the drivers side fender. The electrical system is "toast" (recytr will not ^{due to fires} purchase)

It has now been 4 months of refusals by Miller, accusations, insults, etc. This is Honda legacy?

250 pages on Fit Miller Honda
Covers destroyed

[REDACTED]



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

March 2016

NHTSA Recall 16V-061

IMPORTANT SAFETY RECALL

This notice applies to your vehicle: JHMGE8H33DC [REDACTED]

Dear [REDACTED]

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

What is the reason for this notice?

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

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

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

What should you do?

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

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

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

WHO TO CONTACT IF YOU EXPERIENCE PROBLEMS?

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

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

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

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

888-327-4236

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

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

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

LESSOR INFORMATION:

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

IF YOU HAVE QUESTIONS:

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

* We apologize for any inconvenience this recall may cause you.

Sincerely,

American Honda Motor Co., Inc.
 Honda Automobile Division

Campaign #JY1 / Service Bulletin #16-016

0503-09-00-016-4790-0002-0330107

POND, POND & WILLIAMS, PC

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

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

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

July 2, 2015

D. Burke Walker, Esq.
The Walker Law Firm, PLC
15 Loudoun Street
SW, Suite C
Leesburg, VA 20175

Re: [REDACTED] v. Miller Honda-

Dear Mr. Walker:

As discussed with you on June 30, 2015, my client denies that they would be liable in any way to [REDACTED]. Further, we are not sure what theory of liability your client would even be proceeding under.

My client provided service as requested and Honda Motor Company cleared the vehicle of any defects. My client had previously offered to repurchase the vehicle form [REDACTED] to which he refused. Your client's current request for \$20,000 is not reasonable given his actions and is declined.

As you admitted, you have reviewed all of the paperwork previously submitted in this matter to the Attorney General's office which remains my client's position in this matter. Your client's continued harassment of this issue will be defended to the fullest extent of the law. Please do not hesitate to contact me should you have any further questions.

Sincerely,



Nancie S. Williams

cc: File, John Grist, Darin Jenkins

POND, POND & WILLIAMS, PC

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

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NANCIE SNEAD WILLIAMS
DARYL L. FUNK

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

January 30, 2015

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

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Re: [REDACTED] v. Miller Honda- 918782

Dear Ms. Bishop:

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

Factual Summary:

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

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

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

400709
OO → August 7 2013
4 month prior to
(complete effect failure)

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

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

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

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

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

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

Thrown out

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

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

Legal Argument:

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

Conclusion:

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

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

Sincerely,

Nancie S. Williams

10 months ?

10 months

all efforts

all efforts

Enclosures

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

Sept 16 2016

[REDACTED]
Yellow Spring, WV [REDACTED]

Mr. Reid:

Thanks for sending
me this questionnaire.
If I may assist you
in any way, please
contact me

The owners of
countless Honda Cars
should get their say^{2/1?}
like our W.W. boys^{2/1?}
did VW.

Thanks
[REDACTED] [REDACTED]