

[REDACTED]
Port St. Lucie, FL
[REDACTED]

and

[REDACTED]
Lewes, DE [REDACTED]

May 17, 2024

Mr. Toshihiro Mibe
President & CEO & Director
American Honda Motor Company, Inc.
1919 Torrance Blvd
Torrance, CA 90501

and
President & CEO & Director
Honda Motor Co., Ltd.
2-1-1 Minami-Aoyama,
Minato-ku, Tokyo 107-8556
Japan

Mr. Melvin Burkett, General Manager
Mr. Eric Osborn, Service Manager
Coggin Honda of Ft. Pierce
4450 South U.S. 1
Ft. Pierce, FL 34982

RE: Our 2024 Honda CR-V Hybrid
Defective Emission System Causing Raw Gasoline to Accumulate
In the Emission System Potentially Causing Explosion

Dear Messrs. Mibe, Burkett and Osborn:

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We leased a new Honda CR-V Hybrid AWD from you on or about April 15, 2024.

On May 11, 2024 as we were driving it back to our home in the PGA Verano Development in Port St. Lucie, Florida, an engine warning light came on saying that there was a problem in the emission system which will reduce vehicle power and we should immediately take it to our dealer, Coggin Honda of Ft. Pierce Florida. We made an appointment for Monday, May 13, 2024 at 11:00 a.m. and we did not drive the car the rest of the weekend.

My wife [REDACTED] drove the car to your dealership and I followed in our Mercedes. [REDACTED] reported on her iPhone that the car was behaving strangely. She said it could not get above 40 mph and it felt as though it was down shifted in a lower gear. She also said that the power steering was difficult to control. She pulled over to the side and turned off the engine. Then after a short break she restarted it and was able to move forward but again could not get over 35 mph in a 45-50 mph zone. We left the car with the Coggin Honda dealership for examination.

Mr. Eric Osborn, the Service Manager, called me around 1:00 pm and said they found dirty water in the emission system and he asked if we had driven through water or poured water in the gas line. Since there has been a drought here in South Florida, running through water was unlikely, and we doubted that anyone poured water down our gas line as the car sat underneath a street light.

He then called back two hours later and said they made a mistake. It was not water in the emission system, but rather raw gasoline. On questioning, they did not know the source of the gasoline, and they claimed we must have overfilled the tank. I told them the car had been filled up three times since we purchased--leased it, and I did the gas pumping, and on each occasion I put between 11 and 12 gallons in the 14 gallon tank and never overfilled it.

They said they would order parts to replace the accumulator-filter designed to filter air being displaced from the gas tank as you fill it with new gas. But they do not know how the raw gas got into the emission system, and Coggin Honda said they would only tear apart the emission system AFTER they received the new accumulator filter, but it was on back order for three weeks. So, nothing could be done until then.

We had already paid the dealership, at the time the lease was signed, to transport the vehicle to our home in Lewes, Delaware, and it had been scheduled to bring to the dealership for shipment before the emission issue happened.

I told Coggin that we were very upset with this news and particularly since Coggin did not know the source of the gasoline in the accumulator-filter, and they initially told us it would not be a warranty repair on a one-month old vehicle. Later after consulting with American Honda they said it would be a warranty repair.

We were extremely concerned that the car had been accumulating raw gasoline in places it should not be. Since the emission system includes the hot catalytic converter and delivers the hot exhaust from the engine to the tailpipe, it sounded like this could cause a high risk of explosion of the gasoline vapors rising from the accumulated raw gasoline. And at this point Coggin still did not know the source of the gasoline or how it got into the accumulator-filter, so they did not even know if the new part would solve the problem as the gas was coming from somewhere into this accumulator-filter, and they did not know the source of the gasoline and they were not going to look for the gas source until they received the new accumulator-filter in about three weeks due to the back order. Coggin agreed that the car was not in drivable condition until all repairs were completed and the source of the gas leakage was found.

Not receiving satisfactory answers and very concerned that the car might explode, we did not want a car that could explode due to an uncorrected Honda manufacturing defect, so we told them this was unsatisfactory.

We suggested a swap transaction where they would give us a new car from their inventory of the same model and type and they would transfer the financing from the defective car to the substitute. We also said they should, at least, pay us the rental cost of a car for a month or more until the CR-V Hybrid was "repaired" and fixed. since the back order and need for further investigation of the gas leakage source would take at least that long.

Mr. Osborn agreed to email American Honda Motor Company, Inc. to inquire if they would agree to the swap and/or a rental.

On May 16, 2024, Mr. Osborn left me a voicemail saying that American Honda refused to either do a swap transaction or to reimburse us for car rental payments while they were supposedly "repairing" the car. He said they would

repair the car and then ship it to us in Lewes, Delaware.

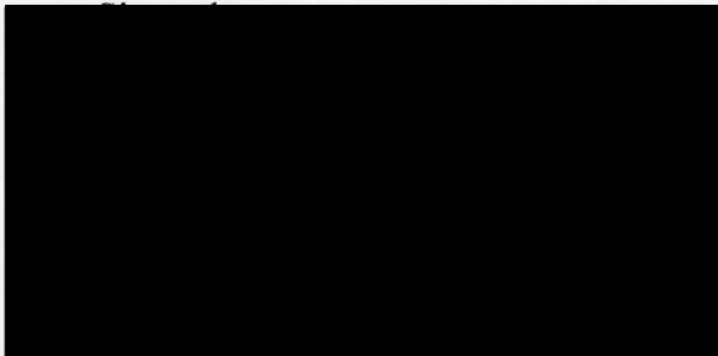
But Coggin Honda as of this date does not know the source of the gasoline, does not know what is to be done to stop the flow of raw gasoline into the emission system, and cannot assure us that the car would not explode as the raw gas in the emission system is ignited by hot emissions or the catalytic converter.

We therefore reject the proposal of Coggin Honda and American Honda to do this partial repair without identifying and solving the underlying problem of the source of the raw gasoline leak into the accumulator-filter and the emission system and potentially, and we believe there is the potential of a fiery gasoline explosion. We are also upset that American Honda even rejected reimbursing us for the cost of a rental car in the interim while they are investigating and/or repairing the very serious problem in this one-month old Honda CR-V Hybrid.

Instead, we demand that the Lease Agreement be terminated, that you refund all deposit payments, financing charges, monthly lease payments already made to you together with our substitute car rental costs, consequential damages, attorney fees and litigation costs, if necessary. We do so by asserting our rights under the Florida Lemon Law, the Motor Vehicle Warranty Enforcement Act, Chapter 681, Fla. Stat., as amended, the Magnuson-Moss Warranty Act, 15 U.S.C. §§2301-12, as amended, and the Florida U.C.C. §2-715 and other provisions of the U.C.C.

Please advise us if you will accept our proposed settlement as outlined above and terminate the lease and all lease payment obligations for the explosive 2024 Honda CR-V that you leased-sold to us.

Please respond by no later than May 30, 2024.



cc: Honorable Pete Buttigieg,
Secretary of Transportation
National Highway Traffic Safety Administration



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National Highway Traffic Safety Administration
1200 New Jersey Avenue, SE
Washington, D.C. 20590



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