



U.S. Department  
of Transportation

National Highway  
Traffic Safety  
Administration

400 Seventh Street, S.W.  
Washington, D.C. 20590

OCT 14 2004

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. William R. Willen  
Managing Counsel, Product Regulatory Office  
American Honda Motor Company, Inc.  
1919 Torrance Boulevard  
Torrance, CA 90501

NVS-213dsy  
DP04-006

Dear Mr. Willen:

The Office of Defects Investigation (ODI) of the National Highway Traffic Safety Administration (NHTSA) has been petitioned (a copy of the letter is attached) to investigate the ignition-park interlock system on (MY) 1999 - 2001 Honda Accord vehicles with automatic transmission manufactured by American Honda Motor Company. The petitioner, who filed a VOQ report under ODI number 10093469, owns a 1999 Accord that has an inoperative interlock system; it fails to prevent ignition key removal when the shift lever is in non-park positions. The vehicle is not within the scope of safety recall NHTSA number 03V423 (Honda recall number 03-088) which Honda conducted to address an interlock system failure.

Additionally, this office has received twelve (12) other reports alleging the ignition-park interlock system fails to prevent ignition key removal when the shift lever is in non-park positions in MY 1999 - 2000 automatic transmission Honda Accord vehicles; none of the vehicles are within the scope of recall 03V423.

A report containing details on the thirteen (13) VOQ reports (titled "DP04-006 VOQ Reports.pdf") is contained on the enclosed CD-ROM for your information. Electronic copies of paper documents related to these reports are contained in four (4) separate Adobe files, with the pertinent ODI number contained in the file name. A list of the ODI numbers of these reports appears at the bottom of this document.

Unless otherwise stated in the text, the following definitions apply to these information requests:

- **Subject vehicles:** all MY 1999 - 2001 Honda Accord vehicles equipped with automatic transmission that were not within the scope of recall action 03V423 which were manufactured for sale or lease in the United States.



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- **Subject component:** all components that make up the ignition-park interlock system manufactured on the subject vehicles, including the steering lock assembly, the key interlock switch, the key interlock solenoid, the park pin switch, all related electrical wiring, fuses and connectors, and any other related components including the steering/ignition lock assembly subcomponents.
- **Honda:** American Honda Motor Company, Inc., its parent, Honda Motor Company, LTD, all of their past and present officers and employees, whether assigned to their principal offices or any of their field or other locations, including all of their divisions, subsidiaries (whether or not incorporated) and affiliated enterprises and all of their headquarters, regional, zone and other offices and their employees, and all agents, contractors, consultants, attorneys and law firms and other persons engaged directly or indirectly (e.g., employee of a consultant) by or under the control of Honda (including all business units and persons previously referred to), who are or, in or after 1995, were involved in any way with any of the following related to the alleged defect in the subject vehicles:
  - a. Design, engineering, analysis, modification or production (e.g. quality control);
  - b. Testing, assessment or evaluation;
  - c. Consideration, or recognition of potential or actual defects, reporting, record-keeping and information management, (e.g., complaints, field reports, warranty information, part sales), analysis, claims, or lawsuits; or
  - d. Communication to, from or intended for zone representatives, fleets, dealers, or other field locations, including but not limited to people who have the capacity to obtain information from dealers.
- **Alleged defect:** the ignition-park interlock system fails to prevent ignition key removal when the shift lever is in non-park positions.
- **Document:** "Document(s)" is used in the broadest sense of the word and shall mean all original written, printed, typed, recorded, or graphic matter whatsoever, however produced or reproduced, of every kind, nature, and description, and all non-identical copies of both sides thereof, including, but not limited to, papers, letters, memoranda, correspondence, communications, electronic mail (e-mail) messages (existing in hard copy and/or in electronic storage), faxes, mailgrams, telegrams, cables, telex messages, notes, annotations, working papers, drafts, minutes, records, audio and video recordings, data, databases, other information bases, summaries, charts, tables, graphics, other visual displays, photographs, statements, interviews, opinions, reports, newspaper articles, studies, analyses, evaluations, interpretations, contracts, agreements, jottings, agendas, bulletins, notices, announcements, instructions, blueprints, drawings, as-builts, changes, manuals, publications, work schedules, journals, statistical data, desk, portable and computer calendars, appointment books, diaries, travel reports, lists, tabulations, computer printouts, data processing program libraries, data processing inputs and outputs, microfilms, microfiches, statements for services, resolutions, financial statements, governmental records, business records, personnel records, work orders, pleadings, discovery in any form, affidavits, motions, responses to discovery, all transcripts,

administrative filings and all mechanical, magnetic, photographic and electronic records or recordings of any kind, including any storage media associated with computers, including, but not limited to, information on hard drives, floppy disks, backup tapes, and zip drives, electronic communications, including but not limited to, the Internet and shall include any drafts or revisions pertaining to any of the foregoing, all other things similar to any of the foregoing, however denominated by Honda, any other data compilations from which information can be obtained, translated if necessary, into a usable form and any other documents. For purposes of this request, any document which contains any note, comment, addition, deletion, insertion, annotation, or otherwise comprises a non-identical copy of another document shall be treated as a separate document subject to production. In all cases where original and any non-identical copies are not available, "document(s)" also means any identical copies of the original and all non-identical copies thereof. Any document, record, graph, chart, film or photograph originally produced in color must be provided in color. Furnish all documents whether verified by Honda or not. If a document is not in the English language, provide both the original document and an English translation of the document.

- **Other Terms:** To the extent that they are used in these information requests, the terms "claim," "consumer complaint," "dealer field report," "field report," "fire," "fleet," "good will," "make," "model," "model year," "notice," "property damage," "property damage claim," "rollover," "type," "warranty," "warranty adjustment," and "warranty claim," whether used in singular or in plural form, have the same meaning as found in 49 CFR 579.4.

In order for my staff to evaluate the alleged defect, certain information is required. Pursuant to 49 U.S.C. § 30166, please provide numbered responses to the following information requests. Insofar as Honda has previously provided a document to ODI, Honda may produce it again or identify the document, the document submission to ODI in which it was included and the precise location in that submission where the document is located. When documents are produced, the documents shall be produced in an identified, organized manner that corresponds with the organization of this information request letter (including all individual requests and subparts). When documents are produced and the documents would not, standing alone, be self-explanatory, the production of documents shall be supplemented and accompanied by explanation.

Please repeat the applicable request verbatim above each response. After Honda's response to each request, identify the source of the information and indicate the last date the information was gathered.

1. State, by model year, the number of subject vehicles Honda has manufactured for sale or lease in the United States. Separately, for each subject vehicle manufactured to date by Honda, state the following:
  - a. Vehicle identification number (VIN);
  - b. Date of manufacture;
  - c. Date warranty coverage commenced; and

- d. The State in the United States where the vehicle was originally sold or leased (or delivered for sale or lease).

Provide the table in Microsoft Access 2000, or a compatible format, entitled "PRODUCTION DATA." See Enclosure 1, DP04-006 IR Attachments, for a pre-formatted table (response template) which provides further details regarding this submission. Honda's response must adhere precisely to the format defined in this file.

2. State the number of each of the following, received by Honda, or of which Honda is otherwise aware, which relate to, or may relate to, the alleged defect in the subject vehicles:
  - a. Consumer complaints, including those from fleet operators;
  - b. Field reports, including dealer field reports;
  - c. Reports involving a crash, injury, or fatality, based on claims against the manufacturer involving a death or injury, notices received by the manufacturer alleging or proving that a death or injury was caused by a possible defect in a subject vehicle, property damage claims, consumer complaints, or field reports;
  - d. Property damage claims;
  - e. Third-party arbitration proceedings where Honda is or was a party to the arbitration; and
  - f. Lawsuits, both pending and closed, in which Honda is or was a defendant or codefendant.

For subparts "a" through "d," state the total number of each item (e.g., consumer complaints, field reports, etc.) separately. Multiple incidents involving the same vehicle are to be counted separately. Multiple reports of the same incident are also to be counted separately (i.e., a consumer complaint and a field report involving the same incident in which a crash occurred are to be counted as a crash report, a field report and a consumer complaint).

In addition, for items "c" through "f," provide a summary description of the alleged problem and causal and contributing factors and Honda's assessment of the problem, with a summary of the significant underlying facts and evidence. For items "e" and "f," identify the parties to the action, as well as the caption, court, docket number, and date on which the complaint or other document initiating the action was filed.

3. Separately, for each item (complaint, report, claim, notice, or matter) within the scope of your response to Request No. 2, state the following information:
  - a. Honda's file number or other identifier used;
  - b. The category of the item, as identified in Request No. 2 (i.e., consumer complaint, field report, etc.);
  - c. Vehicle owner or fleet name (and fleet contact person), address, and telephone number;
  - d. Vehicle's VIN;
  - e. Vehicle's make, model and model year;
  - f. Vehicle's mileage at time of incident;
  - g. Incident date;
  - h. Report or claim date;
  - i. Whether a crash is alleged;
  - j. Whether property damage is alleged;
  - k. Number of alleged injuries, if any;

- l. Number of alleged fatalities, if any; and,
- m. Summary (items "c" through "f" only).

Provide this information in Microsoft Access 2000, or a compatible format, entitled "COMPLAINT DATA." See Enclosure 1, DP04-006 IR Attachments, for a pre-formatted table (response template) which provides further details regarding this submission. Honda's response must adhere precisely to the format defined in this file.

4. Produce copies of all documents related to each item within the scope of Request No. 2. Organize the documents separately by category (i.e., consumer complaints, field reports, etc.) and describe the method Honda used for any further organization of the documents.
5. State, by model year, a total count for all of the following categories of claims, collectively, that have been paid by Honda to date that relate to, or may relate to, the alleged defect in the subject vehicles: warranty claims; extended warranty claims; claims for good will services that were provided; field, zone, or similar adjustments and reimbursements; and warranty claims or repairs made in accordance with a procedure specified in a technical service bulletin or customer satisfaction campaign.

Separately, for each such claim, state the following information:

- a. Honda's claim number;
- b. Vehicle owner or fleet name (and fleet contact person) and telephone number;
- c. VIN;
- d. Repair date;
- e. Vehicle mileage at time of repair;
- f. Repairing dealer's or facility's name, telephone number, city and state or ZIP code;
- g. Labor operation number;
- h. Problem code;
- i. Replacement part number(s) and description(s);
- j. Concern stated by customer; and
- k. Comment, if any, by dealer/technician relating to claim and/or repair.

Provide this information in Microsoft Access 2000, or a compatible format, entitled "WARRANTY DATA." See Enclosure 1, DP04-006 IR Attachments, for a pre-formatted table (response template) which provides further details regarding this submission. Honda's response must adhere precisely to the format defined in this file.

6. Describe in detail the search criteria used by Honda to identify the claims identified in response to Request No. 5, including the labor operations, problem codes, part numbers and any other pertinent parameters used. Provide a list of all labor operations, labor operation descriptions, problem codes, and problem code descriptions applicable to the alleged defect in the subject vehicles. State, by make and model year, the terms of the new vehicle warranty coverage offered by Honda on the subject vehicles (i.e., the number of months and mileage for which coverage is provided and the vehicle systems that are covered). Describe any extended warranty coverage option(s) that Honda offered for the subject vehicles and

state by option, model, and model year, the number of vehicles that are covered under each such extended warranty.

7. Produce copies of all service, warranty, and other documents that relate to, or may relate to, the alleged defect in the subject vehicles, that Honda has issued to any dealers, regional or zone offices, field offices, fleet purchasers, or other entities. This includes, but is not limited to, bulletins, advisories, informational documents, training documents, or other documents or communications, with the exception of standard shop manuals. Also include the latest draft copy of any communication that Honda is planning to issue within the next 120 days.
8. Describe all assessments, analyses, tests, test results, studies, surveys, simulations, investigations, inquiries and/or evaluations (collectively, "actions") that relate to, or may relate to, the alleged defect in the subject vehicles that have been conducted, are being conducted, are planned, or are being planned by, or for, Honda. For each such action, provide the following information:
  - a. Action title or identifier;
  - b. The actual or planned start date;
  - c. The actual or expected end date;
  - d. Brief summary of the subject and objective of the action;
  - e. Engineering group(s)/supplier(s) responsible for designing and for conducting the action; and
  - f. A brief summary of the findings and/or conclusions resulting from the action.

For each action identified, provide copies of all documents related to the action, regardless of whether the documents are in interim, draft, or final form. Organize the documents chronologically by action.

9. Describe all modifications or changes made by, or on behalf of, Honda in the design, material composition, manufacture, quality control, supply, or installation of the subject component, from the start of production to date, which relate to, or may relate to, the alleged defect in the subject vehicles. For each such modification or change, provide the following information:
  - a. The date or approximate date on which the modification or change was incorporated into vehicle production;
  - b. A detailed description of the modification or change;
  - c. The reason(s) for the modification or change;
  - d. The part numbers (service and engineering) of the original component;
  - e. The part number (service and engineering) of the modified component;
  - f. Whether the original unmodified component was withdrawn from production and/or sale, and if so, when;
  - g. When the modified component was made available as a service component; and
  - h. Whether the modified component can be interchanged with earlier production components.

Also, provide the above information for any modification or change that Honda is aware of which may be incorporated into vehicle production within the next 120 days.

10. State the number of recall completion kits, Key Interlock Repair Kit A, part number 06351-S84-000, H/C 7647829 and Key Interlock Repair Kit B, part number 06352-S84-000, H/C 7647837, that Honda has sold by month and year of sales.
11. For the vehicles within the scope of recall action 03V423, state by make, model and model year:
  - a. The total number of vehicles involved in the action;
  - b. The number of recall repairs with warranty claim operation number 725502 that Honda has performed (paid for) to date; and,
  - c. The number of recall repairs with warranty claim operation number 725503 that Honda has performed (paid for) to date.
12. Furnish Honda's assessment of the alleged defect in the subject vehicle, including:
  - a. The causal or contributory factor(s);
  - b. The failure mechanism(s);
  - c. The failure mode(s);
  - d. The risk to motor vehicle safety that it poses;
  - e. What warnings, if any, the operator and the other persons both inside and outside the vehicle would have that the alleged defect was occurring or subject component was malfunctioning; and
  - f. The reports included with this inquiry.

This letter is being sent to Honda pursuant to 49 U.S.C. § 30166, which authorizes NHTSA to conduct any investigation that may be necessary to enforce Chapter 301 of Title 49 and to request reports and the production of things. It constitutes a new request for information. Honda's failure to respond promptly and fully to this letter could subject Honda to civil penalties pursuant to 49 U.S.C. § 30165 or lead to an action for injunctive relief pursuant to 49 U.S.C. § 30163. (Other remedies and sanctions are available as well.) Please note that maximum civil penalties under 49 U.S.C. § 30165 have increased as a result of the recent enactment of the Transportation Recall Enhancement, Accountability, and Documentation (TREAD) Act, Public Law No. 106-414 (signed November 1, 2000). Section 5(a) of the TREAD Act, codified at 49 U.S.C. § 30165(b), provides for civil penalties of up to \$5,000 per day, with a maximum of \$15 million for a related series of violations, for failing or refusing to perform an act required under 49 U.S.C. § 30166. This includes failing to respond to ODI information requests.

If Honda cannot respond to any specific request or subpart(s) thereof, please state the reason why it is unable to do so. If on the basis of attorney-client, attorney work product, or other privilege, Honda does not submit one or more requested documents or items of information in response to this information request, Honda must provide a privilege log identifying each document or item withheld, and stating the date, subject or title, the name and position of the person(s) from, and the person(s) to whom it was sent, and the name and position of any other recipient (to include all carbon copies or blind carbon copies), the nature of that information or material, and the basis for the claim of privilege and why that privilege applies.

Honda's response to this letter, in duplicate, together with a copy of any confidentiality request, must be submitted to this office by November 26, 2004. Please refer to DP04-006 in Honda's

response to this letter. If Honda finds that it is unable to provide all of the information requested within the time allotted, Honda must request an extension from me at (202) 366-5207 no later than five business days before the response due date. If Honda is unable to provide all of the information requested by the original deadline, it must submit a partial response by the original deadline with whatever information Honda then has available, even if an extension has been granted.

If Honda claims that any of the information or documents provided in response to this information request constitute confidential commercial material within the meaning of 5 U.S.C. § 552(b)(4), or are protected from disclosure pursuant to 18 U.S.C. § 1905, Honda must submit supporting information together with the materials that are the subject of the confidentiality request, in accordance with 49 CFR Part 512, as amended (69 Fed. Reg. 21409 et seq; April 21, 2004), to the Office of Chief Counsel (NCC-113), National Highway Traffic Safety Administration, Room 5219, 400 Seventh Street, S.W., Washington, D.C. 20590. Honda is required to submit two copies of the documents containing allegedly confidential information (except only one copy of blueprints) and one copy of the documents from which information claimed to be confidential has been deleted.

If you have any technical questions concerning this matter, please call Scott Yon of my staff at (202) 366-6761.

Sincerely,



Jeffrey Quandt, Chief  
Vehicle Control Division  
Office of Defects Investigation

Enclosure 1, one CD ROM titled Data Collection Disc containing three (3) database files (response templates), one report with data on thirteen (13) VOQ reports, and four (4) Adobe files with additional information related to the VOQ reports.

Enclosure 2, letter of petition dated 9/21/2004 (2 pages).

ODI numbers of 13 VOQ reports: 10049917, 10052034, 10053375, 10054990, 10057385, 10063415, 10065953, 10079839, 10087971, 10090947, 10092423, 10093469, 10094247



September 21, 2004

Dr. Jeffrey W. Runge  
Administrator

National Highway Traffic Safety Administration  
400 Seventh Street, S.W.  
Washington, DC 20590

RE: Recall Petition

Dear Administrator:

I am formally petitioning the National Highway Traffic Safety Administration ("NHTSA") to reopen its investigation into the ignition interlock defects on 1999-2001 Honda Accords pursuant to 49 CFR 552.4. The investigation and recall numbers are PE03014/EA03017 and 03V423000 respectively. I believe the manufacturer may have misled NHTSA with respect to the scope and duration of the problem. I am the owner of a 1999 Honda Accord EX manufactured after February 1999, VIN 1HGCG1656XA [REDACTED]. When I first suffered damage to my vehicle from a rollback of my Accord, I thought nothing of it. When NHTSA later issued a recall of 1998-99 Accords with automatic transmissions because of this problem, I realized that I was not alone and that the interlock failure is a serious safety defect needing repair, even if the vehicle is out of warranty. I contacted Honda on several occasions, and after some stonewalling by Honda, was told that my vehicle was not included in the recall because as far as Honda was concerned, there was no defect with my Accord.

After doing some research I discovered that 49 USC §30120 requires the manufacturer replace safety related defects without cost within ten calendar years from the original date of purchase. Even though my safety related defect has been clearly established, and my Accord is clearly less than ten years old, Honda refuses to replace the defective interlock device, or pay for the damage done to my vehicle following its rollback. I am concerned that Honda has not acted in good faith regarding the cause of this defect, the complaints they have received or their analysis of their data. Each of these failure is a violation of 49 USC §30118 and potentially subjects Honda to substantial fines.

From reading the documents available on NHTSA's web site it seems as though NHTSA agreed to limit the recall based on NHTSA's analysis of the thirteen complaints NHTSA received and Honda's analysis of the 135 complaints Honda received.<sup>1</sup> It is my understanding that Honda has

<sup>1</sup>It is clear from the data provided by Honda, that has not been withheld from the public pursuant to Honda's confidentiality request, that there were vehicles with interlock defects reported to Honda, but not included in the recall. See INRD-PE03014-15848P

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a duty to inform NHTSA of the results of a recall, including among other things, whether the recall sparked any new complaints that would require a reevaluation and widening of the scope of the recall. It would be interesting to see if Honda has in fact complied with this requirement. Over the past three quarters of a year, I have complained extensively to Honda about the defect, their refusal to even have a Honda dealer examine the vehicle, and their refusal to repair either the defective interlock or pay for the damage it has already caused to my 1999 Accord. It is my understanding that NHTSA limited the recall based on Honda's representations, yet it is clear from my experience that Honda has not hesitated to misrepresent and/or ignore facts that are not beneficial to Honda's bottom line.

It is without doubt that it would be quite expensive for Honda to recall all of the Accords, Odysseys, CR-Vs, Acura TLs & CLs over the six year period that this defect may have existed. Upon initial investigation of the Accord defect, over one million Accords were within the potential recall group. Even with limited access to the documents involved in this recall, I find two very troubling details. First, in answering NHTSA's defect inquiry Honda identified no less than four potential problems causing the interlock to fail.<sup>2</sup> See INRL-PE03014-15816P. Honda admits that for each of the four problems "No warning exists." Based on these four problems and Honda's admission that no warning will exist, NHTSA's decision to limit the recall based on the complaints received, is extremely disturbing. The second detail I find disturbing is NHTSA's acceptance of Honda's rationale for limiting the recall to 1998 and certain 1999 Accords. A change in cylinder body suppliers in February 1999 was credited with solving the manufacturing process defect that caused the interlock defect to occur. Three problems with this analysis are clear. First, why was Honda using left over components from before February 1999, in 2002 Honda CR-Vs?<sup>3</sup> Second, in light of the data Honda provided and my complaint, the change in cylinder body suppliers in February 1999 cannot possibly have solved the problem. Finally, a mere change in part suppliers without a change in part specifications usually does not result in the part's physical characteristics.

I look forward to a prompt response to my petition to have NHTSA expand the scope of recall campaign 03V423000, as well as possibly reevaluating the scope of the related recalls on other Honda and Acura models.

Respectfully Submitted,



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<sup>2</sup>One potential source of the interlock failure was the use of the wrong part in the interlock assembly.

<sup>3</sup>Note NHTSA Recall Campaign 03V422000.