

American Honda Motor Co., Inc. 1919 Torrance Boulevard Torrance, CA 90501-2746 Phone (310) 783-2000

7 April 2010

PRODUCT REGULATORY OFFICE John W. (Jack) Alden Jr. jack_alden@ahm.honda.com (310) 781-4976 Direct (310) 783-2999 Fax

Via Overnight Delivery Detlef Fuchs

Re:

2003 GL 1800 Vin # 1HFSC47053A207162 2003 GL 1800 Vin # 1HFSC47033A210500

Dear Mr. and Ms. Fuchs,

I am writing you on behalf of American Honda Motor Co., Inc. ("Honda") about the 2003 GL1800 Gold Wing motorcycles, referenced above, that your companies purchased from Champions Honda, Cocoa, Florida.

As you may know from your agent/employee, Richard H. Croly Jr., who had conversations with and emails from Honda Motorcycle District Service Manager Denny Ray, the above referenced units were subject to a federal safety recall due to a potential factory frame weld defect that could result in a cracked frame and subsequent crash that could result in injury or death. Pursuant to that recall (as well as the resolution of certain class-action litigation against Honda concerning the factory frame welds), owners of affected motorcycles were entitled to have a frame weld repair on their affected unit and, if that repair was not properly done, a frame replacement, both at no charge to the owner.

As you may know, and should know if you are not already aware, in the case of the above referenced motorcycles, the recall frame weld repairs were not done according to the tested Honda procedure, but instead were done in a manner selected by the involved welder, without regard that the process used had not been subject to any testing or confirmation. As a result, Honda does not know how those frame weld repairs will perform, and therefore it cannot stand behind them; Honda therefore has offered to have the units' frames replaced without cost to the units' owners.

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Given the actions of Mr. Croly and your companies to date, and barring any positive action by your companies and you, any and all liability for any failure of the weld repairs on the listed units will run to you and your companies, as well as the welder and the motorcycle dealer that oversaw the welding repair process and sold the units to your companies. Specifically, should the frame on either or both of the above units crack and result in an injury or accident and any injured party (or representative thereof) present a claim (or pursue litigation) against Honda, Honda will seek indemnity from you and your companies for any and all damages paid by Honda.

To avoid that outcome, Honda strongly urges you and your companies to have the units' frames replaced. Further, with regard to unit '07162, we strongly urge you to assist us by providing us with any and all information in your possession, custody or control that would allow Honda to locate the unit and have it repaired before being released to the ultimate retail customer/end user. (As noted previously, the retail customer is entitled to a frame replacement, and we strongly urge that it be done, with customer authorization, prior to release of the unit to that customer.) We therefore again request the following information:

Shipping Destination (and mode of transport, including vessel name)
Destination ETA
Destination Receiving person / company
Destination purchaser / end user
Contact details (address, phone #s, fax #, e-mail, etc) for above persons / company:
Any and all other information (bill(s) of sale, bills of lading, shipping documentation, etc.) that would assist in our locating and repairing the unit.

Please contact me as soon as possible with the above information. To the extent that you and your companies refuse to provide all assistance that you could, we would most certainly raise that issue in any subsequent claim or litigation involving an end user who suffers harm as a result of the improper frame repair; while European civil litigation may differ than that here in the United States, I suspect that a refusal to assist in this matter would be grounds for seeking extraordinary damages for conduct that knowingly exposes a consumer to potential injury or death.

Thank you for your attention to this matter.

Sincerely,

John W. (Jack) Alden Jr.

Senior Counsel