

UNITED STATES OF AMERICA, )  
 )  
 ) Civil Action No.  
 Plaintiff, )  
 )  
 V. )  
 )  
 AMERICAN HONDA MOTOR CO., INC. )  
 )  
 Defendant. )

## CONSENT DECREE

## Introduction<sup>1</sup>

The United States asserts that American Honda Motor Co., Inc. ("Honda") equipped approximately 1.6 million model-year 1995, 1996, and 1997 vehicles with a misfire detection system (an element of the vehicles' Clean Air Act-required computerized on-board diagnostic ("OBD") system for detecting emissions-related defects) which does not fully perform in the manner that the U.S. Environmental Protection Agency believes is required by its OBD regulations under the Clean Air Act. Honda believes that it has complied with the Clean Air Act and EPA's requirements, and denies any violation of the Clean Air Act, but has agreed to provide an Extended Emissions Warranty plus certain vehicle maintenance measures to owners of the affected vehicles to reduce the chance that the cars will encounter misfire-related emissions problems and to maintain the related emissions performance of the vehicles. Honda has also agreed to pay a civil penalty and to implement an OBD-related environmental project.

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<sup>1</sup> This introduction is a general description of this settlement and not a substantive part of this Consent Decree. To the extent that any inconsistency exists between this introduction and the specific provisions of the Consent Decree, the specific provisions control.

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WHEREAS, plaintiff, the United States of America, at the request of the Administrator of the United States Environmental Protection Agency and by authority of the Attorney General, filed the Complaint herein against defendant American Honda Motor Co., Inc. ("Honda") alleging violations of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq., in connection with certain light duty vehicles manufactured and sold by Honda;

WHEREAS, Honda, upon being notified of the United States' potential claims, cooperated with the government's inquiry into this matter, responded to administrative information requests, provided documents and other information, including software and calibrations relating to Honda's OBD system, cooperated in tests of affected Honda vehicles, voluntarily addressed the OBD issues identified by the government with respect to Honda's model year 1998 vehicles, and negotiated in good faith toward a prompt and appropriate resolution of this matter.

WHEREAS, Honda has denied and continues to deny the violations alleged in the Complaint and nothing herein shall constitute, in any way, an admission of liability;

WHEREAS, the United States and Honda have consented to entry of this Consent Decree without trial of any issues;

WHEREAS, the United States and Honda assert, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the United States and Honda in good faith and implementation of this Consent Decree will avoid prolonged and complicated litigation between the United States and Honda, and that this Consent Decree is fair, reasonable, and in the public interest;

NOW, THEREFORE, it is hereby ORDERED AND DECREED as follows:

#### I. JURISDICTION AND VENUE

1. This Court has jurisdiction of the subject matter of this action and the parties hereto ("Parties") pursuant to 28 U.S.C. §§ 1331, 1345, 1355, and Title II of the Clean Air Act, 42 U.S.C. §§ 7521-7590. Venue in this District is proper.

#### II. DEFINITIONS

2. Unless specifically defined in this Section or elsewhere in this Consent Decree, terms used herein shall have the meanings currently set forth in Sections 216 and 302 of the Act, 42 U.S.C. §§ 7550 and 7602, and any regulations promulgated under Title II of the Act, 42 U.S.C. §§ 7521-7590.

3. "Act" means the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.

4. "Affected Vehicles" means the vehicles included in the vehicle families identified in Appendix A hereto.

5. "Auxiliary Emission Control Device" ("AECD") means any element of design which senses temperature, vehicle speed, engine RPM, transmission gear, manifold vacuum, or any other parameter for the purpose of activating, modulating, delaying or deactivating the operation of any part of the emission control system.

6. "California" means the State of California.

7. "California Vehicles" means those "Affected Vehicles" certified to California emissions standards and registered in the State of California.

8. "CARB" means the California Air Resources Board.

9. "Certificate of Conformity" means a certificate issued by the U.S. Environmental Protection Agency pursuant to Section 206 of the Act, 42 U.S.C. § 7525.

10. "Consent Decree" or "Decree" means this Consent Decree, including the Appendices identified herein.

11. "Correlatable Emissions Test" means a state or local emissions test approved by EPA and meeting all of the requirements of Section 207(b) of the Act, 42 U.S.C. § 7541(b),

including the requirement that such tests must be reasonably capable of being correlated with the applicable FTP.

12. "Day" means a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period.. shall run until the close of business of the next working day.

13. "Dealer" means an individual or entity having a written agreement with Honda authorizing the individual or entity to provide warranty service to vehicles distributed by Honda.

14. "Defect" means a defect or malfunction in design, materials, or workmanship in a device, system, part, or assembly which causes an Affected Vehicle to fail to conform, for the full period of the Extended Emissions Warranty provided under this Consent Decree, with the emissions regulations promulgated and in effect pursuant to Section 202 of the Act, 42 U.S.C. § 7521, at the time the vehicle was manufactured.

15. "EPA" means the United States Environmental Protection Agency.

16. "Emissions Maintenance Program" means the services and parts to be offered by Honda to Affected Vehicle Owners under this Consent Decree.

17. "Extended Emissions Warranty" means the warranty provided by Honda to Affected Vehicle owners under this Consent Decree.

18. "FTP" means the Federal Test Procedures for 1994 and later light-duty vehicles and light-duty trucks specified in 40 C.F.R. Part 86 for MYs 1995, 1996, and 1997.

19. "Honda" means American Honda Motor Co., Inc.

20. "Interest" means interest at the rate specified for debts owed to departments or agencies of the United States pursuant to 31 U.S.C. § 3717.

21. "LDVs" means light duty vehicles.

22. "MIL" means the malfunction indicator light required to be installed on all vehicles meeting the OBD II requirements.

23. "MY" means model year as defined in 40 C.F.R. § 86.082-2.

24. "Non-Honda Affected Vehicles" means MY 1996 and MY 1997 Isuzu Oasis vehicles.

25. "OEM" means original equipment manufacturer.

26. "OBD II" means the requirements found at Title 13, California Code of Regulations, 1968.1, as in effect for MYs



1995, 1996, and 1997 at the time the Affected Vehicle was manufactured.

27. "Paragraph" means a portion of this Consent Decree identified by an arabic numeral.

28. "Parties" means the United States and Honda, and each shall be a "Party."

29. "Pattern Failure" means that an Affected Vehicle, identifiable group of Affected Vehicles, or Affected Vehicle Family exhibits or will exhibit a pattern of failing a Correlatable Emissions Test, as defined above, despite the fact that the vehicle or vehicles would meet the applicable emissions standards if tested in accordance with the applicable FTP.

30. "Section" means a portion of this Consent Decree identified by a roman numeral.

31. "United States" means the United States of America, acting on behalf of EPA.

### III. APPLICABILITY

32. This Consent Decree applies to and is binding upon the United States and upon Honda and its agents, successors and assigns. Unless approved by the Parties, in writing, any change in Honda's ownership or corporate status shall in no way alter Honda's responsibilities under this Consent Decree. In any

action to enforce this Consent Decree, Honda shall not raise as a defense the failure of its officers, directors, agents, servants, contractors, or employees to take actions necessary to comply with the provisions hereof.

#### IV. FACTUAL BACKGROUND

33. Honda is incorporated under the laws of the State of California and does business in all fifty states and the District of Columbia. Honda is a "person" within the meaning of Section 302(e) of the Act, 42 U.S.C. § 7602(e), and a "manufacturer" within the meaning of Section 216(1) of the Act, 42 U.S.C § 7550(1).

34. At all times relevant to this action, Honda was engaged in the business of manufacturing and selling new motor vehicles in the United States.

35. Honda has sold, offered for sale, or introduced or delivered for introduction into commerce, or imported new motor vehicles in the United States, including the Affected Vehicles.

36. Each Certificate of Conformity issued to Honda by EPA for model year 1995, 1996, and 1997 vehicles purporting to comply with federal emission standards provides that the certificate covers only those new motor vehicles that conform, in

all material respects, to the vehicle design specifications provided to EPA in the certificate application for such vehicle.

37. Each Certificate of Conformity issued to Honda by EPA during the time period relevant to this Complaint for vehicles intended to be sold by Honda only in the State of California, or other states that have adopted the California emission standards, provides that the certificate covers only those new motor vehicles that conform, in all material respects, to the vehicle or engine design specifications described in the application submitted to CARB.

38. Honda equipped each of the Affected Vehicles with on-board diagnostic systems, including misfire monitoring systems, purporting to conform to OBD II. Honda represented in each certificate application for the Affected Vehicles that its misfire-monitoring system would monitor for misfire during all positive torque conditions below 4000 rpm with respect to non-expanded misfire-monitoring vehicles and during all positive torque conditions below approximately 7000 rpm with respect to expanded-misfire monitoring vehicles.

39. Honda disclosed in each application for a Certificate of Conformity for the Affected Vehicles certain misfire-monitoring disablements at very low temperatures (below

minus-9 degrees centigrade). The United States alleges, however, that Honda failed to disclose adequately in the Certificate applications additional disablements, as well as a software-based device (the "reset AECD") that resets the engine-revolution counter used in connection with the misfire-detection system under certain conditions.

40. The United States asserts further that the alleged disablements and the reset AECD specified in Paragraph 39 prevent the Affected Vehicles from performing consistent with applicable regulatory requirements, as construed by EPA.

41. Honda denies the allegations and assertions of the Complaint and this Consent Decree and denies that it has acted in a manner inconsistent with the Act or failed to comply with EPA's regulations as alleged or asserted in the Complaint and in this Consent Decree.

#### V. OBJECTIVES

42. The objectives of this Consent Decree are: (a) to implement an Extended Emissions Warranty and a Emissions Maintenance Campaign for the Affected Vehicles to minimize the potential incidence of misfire-related emissions and to maintain the related emissions performance of the Affected Vehicles over their useful lives; (b) to implement an OBD-related environmental

project; and (c) to settle and resolve all civil liability of Honda to the United States' relating to or arising out of the matters described in Paragraphs 93 and 94 of this Consent Decree.

#### VI. EXTENDED EMISSIONS WARRANTY AND EMISSIONS MAINTENANCE PROGRAM

##### A. Extended Emissions Warranty

43. Commencing upon entry of this Consent Decree and continuing, for each Affected Vehicle, through 14 years from the date of delivery of the vehicle to the initial purchaser, or 150,000 miles of use of the vehicle (whichever first occurs), Honda shall warrant to each current owner and each subsequent purchaser that if the Affected Vehicle is maintained and operated in accordance with the written instructions for proper maintenance furnished by Honda pursuant to Section 207(c) of the Act, Honda shall repair, at no cost to the owner: (a) any Defect that has resulted in the illumination of the MIL; (b) any Defect that has resulted or will result in the Affected Vehicle owner having to bear any penalty or other sanction (including the denial of the right to use the vehicle) under Federal, State, or local law as a result of failing a Correlatable Emissions Test (provided, however, that nothing in this Consent Decree shall be construed to make Honda responsible for any penalty or sanction or loss of use of the vehicle referenced above); and (c) any

emission-related Defect, including Defects in -- (i) any of the components identified in Appendix B hereto, (ii) any hardware utilized for OBD II monitoring, and (iii) the variable valve timing and valve lift electronic control solenoid valve and pressure switch. Nothing in this Consent Decree shall be construed to affect any other warranty provided to such owners or purchasers under Federal, State, or local law or otherwise.

44. A claim for coverage under the Extended Emissions Warranty may be denied where Honda can show that: (a) the components have been damaged by physical impact, whether intentional or accidental; (b) the Affected Vehicle owner or any previous owner has not complied with the written instructions for proper maintenance and use provided to the original vehicle owner pursuant to the Act, if such noncompliance was the likely cause of the failure which is the subject of the warranty claim; (c) the vehicle has been abused or tampered with; (d) the vehicle is part of a Pattern Failure that has been determined to exist pursuant to Paragraphs 47-49 below; or (e) the claim is otherwise not within the scope of the warranty.

45. In no case shall Honda deny an Extended Emissions Warranty claim on the basis of: (a) warranty work or pre-delivery service performed by any facility authorized by Honda to

perform such work or service; (b) work performed in an emergency situation to rectify an unsafe condition, including an unsafe driveability condition attributable to the manufacturer, provided the vehicle owner has timely taken steps to put the vehicle back in a conforming condition; (c) the use of any uncertified part or non-compliance with any written instruction for proper maintenance and use which is not relevant to the reason that the vehicle failed to comply with applicable emission standards; (d) any cause attributable to Honda; or (e) the use during the useful life of the vehicle, as defined by the Act and EPA's regulations at the time the vehicle was manufactured, of any fuel which is commonly available in the geographical area in which the vehicle is located, unless the written instructions for proper maintenance and use specify that the use of that fuel would adversely affect the emissions control devices and systems of the vehicle, and there is commonly available information for the owner to identify the proper fuels to be used.

46. Honda shall not deny a valid Extended Emissions Warranty claim on the basis of the use of a properly installed certified aftermarket part in the maintenance or repair of a vehicle, but nothing herein shall be construed to affect any right Honda may have to seek reimbursement from the part

manufacturer for reasonable expenses incurred in honoring a claim involving a certified aftermarket part. Nothing herein shall make Honda responsible for work performed by a non-Dealer.

47. If the Parties determine, based on engineering analysis or other credible evidence, that an Affected Vehicle, identifiable group of Affected Vehicles, or Affected Vehicle Family is part of a Pattern Failure, then the failure by the Affected Vehicle or Vehicles of a Correlatable Emissions Test for reasons associated with the Pattern Failure shall not give rise to a valid Extended Emissions Warranty claim. If Honda believes that it has credible evidence that a Pattern Failure exists, it may submit the evidence to EPA and request a determination by the Parties of the existence of the Pattern Failure. In such case, Honda shall specifically invoke the Pattern Failure provisions of this Consent Decree and describe with specificity the nature of the failure and any known cause or causes of the failure.

48. In the case of a submission by Honda, EPA shall notify Honda in writing of its agreement or disagreement with Honda's submission within 30 days of receipt of the petition. If EPA agrees with the submission, then the failure of an Affected Vehicle that is the subject of the petition to pass a Correlatable Emissions Test due to the identified pattern failure shall not give rise to a valid Extended Emissions Warranty claim.



and EPA shall issue public notice of and thereby notify state and local inspection and maintenance programs of the existence of the Pattern Failure.

49. If the United States does not agree with Honda's petition, or does not respond within 45 days, then Honda may invoke the Dispute Resolution provisions of Section X of this Decree.

50. An Extended Emissions Warranty claim may be raised upon: (a) the illumination of the vehicle's MIL; (b) the Affected Vehicle's failure of a Correlatable Emissions Test; or (c) the discovery or identification of any emission-related malfunction or defect otherwise covered by the Extended Emissions Warranty under this Consent Decree. An owner need not suffer the loss of the right to use a vehicle, be fined, incur repair costs, or actually bear any penalty or sanction to satisfy any requirement of this Paragraph.

51. An owner may submit an Extended Emission Warranty claim by bringing a vehicle to any Dealer authorized by Honda to service that model vehicle. To the extent required by any Federal or State law, whether statutory or common law, Honda shall provide for non-franchised repair facilities to perform Extended Emissions Warranty repairs.

52. Honda shall establish procedures for processing Extended Emissions Warranty claims under this Consent Decree providing for repair of the vehicle within a reasonable time, not to exceed 45 days from the time at which the vehicle is initially presented for repair, unless a delay is requested or caused by the vehicle owner, or is caused by an event not attributable to the vehicle manufacturer or the warranty repair facility.

Honda's process and procedures, as sent to the Dealers, shall provide that Dealers should use best efforts to have the vehicle repaired within the time required by Federal, State, or local law to allow the Affected Vehicle Owner to avoid incurring further penalties or sanctions. If Honda has any question regarding the validity of the warranty claim, the warranty claim procedures shall provide for a prompt final decision by Honda on the claim, so that the vehicle can be repaired within the required time period, should the claim be deemed valid. Honda's process and procedures, as sent to the Dealers, shall provide that, if the facility at which the vehicle is initially presented for repair is unable for any reason to honor the particular claim, then, unless this requirement is waived in writing by the vehicle owner, the repair facility shall promptly forward the claim to an individual or office authorized to make Extended Emission Warranty determinations for the manufacturer, so that the

decision can be made on the validity of the claim consistent with performing the repair within the required time period should the claim be deemed valid.

53. Within the time period specified in Paragraph 52 of this Consent Decree, Honda shall: (a) notify the owner that it will honor the claim; or (b) provide the owner, in writing, with an explanation of the basis upon which the claim is being denied and a notice that the owner may obtain further information concerning the Extended Emissions Warranty under this Consent Decree or report violations of the terms of the warranty by contacting:

Director, Air Enforcement Division  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460  
(202) 564-2255

54. Failure by Honda to notify an owner about a decision on a claim within the required time period shall result in such claim being deemed valid. If Honda is unable for reasons not attributable to the Affected Vehicle owner or events beyond the control of Honda or a Dealer, to repair a vehicle that is validly covered under the Extended Emissions Warranty within 60 days after the initial presentation of the vehicle to a Dealer, then the owner shall be entitled to have the warranty remedy

performed, at Honda's expense, by any licensed repair facility of the owner's choosing.

55. Honda's obligation under the Extended Emissions Warranty shall be to make all adjustments, repairs or replacements necessary to assure that the vehicle complies with applicable EPA emission standards and that it will continue to comply for the remainder of the warranty period (if proper maintenance and operation are continued). Honda shall bear all costs incurred as a result of this obligation, including all costs associated with a determination that an Extended Emissions Warranty claim is valid and all parts and labor costs related to diagnosing and repairing any Defect covered by the warranty as set forth in Paragraph 43 of this Consent Decree.

56. Any cost obligation of any Dealer incurred as a result of making any adjustment, repair or replacement under the Extended Emissions Warranty provided by this Consent Decree shall be borne by Honda. Honda shall not transfer any such cost obligation to any Dealer, or to any vehicle owner, through franchise agreements or otherwise.

B. Emissions Maintenance Campaign

57. In addition to, and independent of, any adjustments, repairs, or replacements provided to owners of

Affected Vehicles pursuant to the Extended Emissions Warranty under this Consent Decree, Honda shall provide, with respect to each Affected Vehicle and at no cost to the owner, the following maintenance measures:

a. With respect to each Affected Vehicle brought to a Dealer during the period from 50,000 through 75,000 miles of vehicle use, for scheduled maintenance or otherwise, Honda shall instruct and cause its Dealers, at no cost to the vehicle owner, to scan the OBD system, and to repair any identified malfunction or defect covered by the Extended Emissions Warranty under this Consent Decree. The OBD scan provided for in this subparagraph shall be available once per Affected Vehicle during the 50,000 through 75,000 mile period of use described above.

b. With respect to each Affected Vehicle brought into a Dealer during the period from 75,000 through 150,000 miles of vehicle use, Honda shall instruct and cause its Dealers, at no cost to the vehicle owner: (i) to replace the spark plugs, ignition wires, distributor cap, and rotor, using parts of like or similar quality to the OEM parts; (ii) to change the engine oil and engine oil filter; and (iii) to scan the OBD system to identify any emissions-related malfunctions covered by the Extended Emissions Warranty under this Consent Decree. The

package of replacements and services provided for in this subparagraph shall be available only once per Affected Vehicle during the 75,000 through 150,000 mile period of use described above and Honda shall have no obligation to permit Affected Vehicle owners to have separate components thereof performed or provided during separate service visits.

58. With respect to California Vehicles, Honda shall conduct the Emissions Maintenance Campaign specified in Paragraph 57 unless, prior to, or within 180 days of, the entry of this Consent Decree, Honda has reached agreement with CARB to conduct a CARB-approved Emissions Maintenance Program to ensure proper emission performance of the California Vehicles. Honda's implementation of any Emissions Maintenance Program agreed to by CARB for each California Vehicle will serve as satisfaction of its obligations under Paragraph 57 of this Decree regarding the California Vehicles. If Honda, despite diligent efforts, has not been able to reach an agreement with CARB with respect to a CARB-approved Emissions Maintenance Program within the time provided above, Honda may seek relief under the Force Majeure provisions of this Consent Decree. "Diligent efforts," for purposes of the preceding sentence shall include, at a minimum,

(a) the prompt initiation of discussions with CARB regarding an Emissions Maintenance Program for California Vehicles;

(b) timely compliance with reasonable information requests from California regarding the Affected Vehicles plan; and

(c) good faith negotiations with CARB toward an Emissions Maintenance Program for California Vehicles, including the absence of any refusal by Honda to agree to reasonable terms and conditions proposed by CARB for such a program.

C. Owner Notifications

59. Honda shall provide to each owner of an Affected Vehicle three written notices of the Extended Emissions Warranty and Emissions Maintenance Campaign provided under this Consent Decree. The first notice shall be sent to all owners of Affected Vehicles within 60 days of the entry of this Consent Decree. The second notice shall be sent to owners of 1995 model year vehicles on or before October 1, 1999 or within 60 days of entry of this Consent Decree, whichever is later; to 1996 model year owners, on or before October 1, 2000 or within 60 days of entry of this Consent Decree, whichever is later; and to 1997 model years owners, on or before October 1, 2001 or within 60 days of entry

of this Consent Decree, whichever is later. The third notice shall be sent to owners of 1995 model year vehicles on or before October 1, 2005; to 1996 model year owners, on or before October 1, 2006; and to 1997 model years owners, on or before October 1, 2007. Notices shall be sent by first class mail or by such other means approved by EPA upon request by Honda. Honda shall use commercial services such as R.L. Polk to locate vehicle owners; alternatively, Honda may use motor vehicle registration lists, as available from State or other commercial sources, or such other means as approved by the Parties, as necessary to obtain the names and addresses of current vehicle owners to ensure effective notification.

60. The first, second, and third notices to Affected Vehicle owners shall be in the form provided for each such notice in Appendix C to this Consent Decree. Each notice shall be accompanied by a postage-paid card to be used in the event the vehicle has been sold, retired, or otherwise removed from service, in the form attached as Appendix D. Honda shall not, in any notice sent to Affected Vehicle owners pursuant to this Consent Decree or otherwise, state or imply that a nonconformity with the requirements of the Act does not exist with respect to



the Affected Vehicles or that any nonconformity will not degrade air quality.

61. Should Honda decide to send or provide to Affected Vehicle Owners any communication regarding the Extended Emissions Warranty or the Emissions Maintenance Program under this Consent.. Decree other than those contained in Appendices C and D, Honda shall send EPA a copy of the proposed communication at least 30 days prior to its transmission to the recipients. Honda shall send to EPA a copy of all communications directed to Dealers who are to perform the work which relates to the Extended Emissions Warranty or the Emissions Maintenance Program contemporaneously with their transmission to the recipients.

D. Non-Honda Affected Vehicles

62. Within one year of the entry of this Consent Decree, Honda shall certify in writing to the United States that it has entered into contractual arrangements sufficient to ensure that (a) all owners of Non-Honda Affected Vehicles will be notified, consistent with the requirements of Paragraphs 59 and 60 of this Consent Decree, of the Extended Emissions Warranty and the Emissions Maintenance Program and (b) that all such owners will receive the benefits of the Extended Emissions Warranty and the Emissions Maintenance Program consistent with the

requirements of this Consent Decree. Should Honda, despite its best efforts, be unable to enter into satisfactory contractual arrangements within the time set forth above, Honda shall notify the United States of that fact, describing the steps taken to obtain such contractual arrangements and the reasons that Honda's efforts were not successful. Upon giving such notice, the Non-Honda Affected Vehicles shall be deemed withdrawn from the Extended Emissions Warranty and the Emissions Maintenance Program under this Consent Decree, but the amount that Honda is required to pay toward implementation of the SEP under this Consent Decree shall be increased by the amount saved by withdrawing these vehicles. Such amount will be calculated as \$200 times the total number of vehicles withdrawn, to provide a financial disincentive to the withdrawal of vehicles from the benefits of this Consent Decree.

E. Supplemental Environmental Project

63. Honda shall pay for, at an aggregate cost to Honda of not less than \$1 million (exclusive of Honda's internal costs incurred in connection with the development, reviews, and oversight of any project), and implement each Supplemental Environmental Project ("SEP") described in Appendix E to this Consent Decree. Honda shall provide the United States with

documentation of the total expenditures made in connection with each SEP in the SEP Completion Reports required by Paragraph 66.

64. Honda certifies that, as of the date of this Consent Decree, Honda is not required to perform or develop any of the SEPs by any federal, state, or local law or regulations; nor is Honda required to perform or develop the SEPs by any agreement, other than this Consent Decree, by grant, or as injunctive relief in this or any other case. Honda further certifies that it has not received, and is not presently negotiating to receive, credit for the SEPs in any other administrative or judicial enforcement action.

65. The United States' approval of any SEP or certification of its completion shall not be construed as a permit, modification to a permit, or determination concerning compliance with any local, state or federal law.

66. Honda shall submit to the United States a SEP Completion Report for each SEP no later than 120 days after the final completion date for each SEP set out in Appendix E. The report shall contain the following information:

a. a detailed description of the SEP as implemented;

b. itemized costs;

c. certification that the SEP has been implemented pursuant to the provisions of this Consent Decree and Appendix E hereto; and

d. a description of any environmental and or public health benefits resulting from implementation of the SEP .. including, where applicable, a quantification of the pollution reduction benefits.

67. In itemizing its costs in the SEP Completion Reports, Honda shall clearly identify and provide documentation for, all SEP costs, including invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and or services for which payment is being made.

68. In any prepared written materials intended for public dissemination, and in any prepared broadcast announcements by Honda, or paid for by Honda, in reference to any of the SEPS, Honda shall include the following language "[t]his project is required by an agreement with the United States Environmental Protection Agency."

69. Honda shall not use or rely on any emission reductions generated as a result of any of the the SEPs in any

federal or state emission averaging, banking, or trading or other similar emission-compliance program.

70. Honda shall: (1) allow EPA access, at reasonable times and with reasonable advance notice, to any Honda facilities where any of the SEPs is being implemented pursuant to this Consent Decree; and (2) respond to reasonable requests by EPA for information on the implementation of any such project.

71. Honda shall submit all notices and reports required by this Consent Decree related to the SEPs to the United States and EPA in the manner specified in Paragraph 101 of this Consent Decree.

F. Record Keeping and Reporting

72. Honda shall provide for the establishment and maintenance of records to enable the Parties to monitor the implementation of the Extended Emissions Warranty, the Emissions Maintenance Campaign, and the SEP. In addition to any other items required by this Consent Decree, the records shall include the following:

- a. the total number of Affected Vehicles.
- b. With respect to each of the required notifications, the date when the owner notification was begun with respect to each model year of Affected Vehicles.

c. The number of Affected Vehicles serviced under the Extended Emissions Warranty campaign during each 6-month reporting period under Paragraph 73 of this Consent Decree, the cumulative number of vehicles receiving such service from the date of entry of this Consent Decree, and a brief description of the services provided.

d. The number of Affected Vehicles serviced under the Emissions Maintenance Program during each reporting period, the cumulative number of vehicles receiving such service from the date of entry of this Consent Decree, and a brief description of the type of services provided (i.e., whether the services provided were those offered during the 50,000 to 75,000 miles-of-use interval or those offered during the 75,000 to 150,000 miles-of-use interval). The form attached hereto as Appendix F is deemed appropriate for use in connection with maintaining or submitting the records required by this Section.

73. Honda shall submit to EPA reports containing the information described in Paragraph 72 to EPA within 90 days following the close of each 6-month period commencing with the first full month after entry of this Consent Decree and ending with the 6-month period in which this Consent Decree is terminated in accordance with Paragraph 105 below. If Honda

determines that any information provided to EPA pursuant to this Paragraph is incorrect, Honda shall submit revised or corrected information together with an explanation of the discrepancy as soon as the revised or corrected information is available, but in any event no later than in the next report following discovery of the discrepancy unless the next report is less than 90 days after the discovery, in which case Honda shall have 90 days to make the report.

74. Honda shall maintain in a form suitable for inspection, such as computer information storage devices or card files, lists of the names and addresses of Affected Vehicle owners to whom notification must be given and an indication of what notices have been sent to each owner. The form attached hereto as Appendix G is deemed appropriate for maintaining or submitting this information. The records described in this Paragraph shall be made available to EPA upon request.

75. The records required by this Section shall be retained until termination of this Consent Decree pursuant to Paragraph 105 of this Consent Decree.

#### VII. CIVIL PENALTY

76. Honda shall pay to the United States \$10.1 million (\$10,100,000) in civil penalties within 30 days of entry of this

Consent Decree. Late payment of the civil penalty is subject to interest and fees as specified in 31 U.S.C. §3717.

77. Payment shall be made by Electronic Funds Transfers by 4:00 p.m. Eastern Time on the due date to the Department of Justice lockbox bank in accordance with specific instructions to be provided to Honda upon entry of this Consent Decree and shall reference Department of Justice Case No. 90-5-2-1-2071 and the civil action number of this matter. Honda shall transmit notice of such payments to the United States and EPA.

78. Penalty payments made pursuant to Paragraph 77 of this Consent Decree are civil penalties within the meaning of Section 162(f) of the Internal Revenue Code, 26 U.S.C. § 162(f) and are not tax deductible for the purposes of Federal Law.

#### VIII. STIPULATED PENALTIES

79. Honda shall pay stipulated penalties to the United States for failure by Honda to comply with the terms of this Consent Decree as follows:

a. for failure to commence mailing any of the 7 required owner notifications required under Paragraph 59 this Consent Decree by the date specified in this Consent Decree, \$200 per day per mailing for the first 30 days of delay, \$400 per day



per mailing for the next 30 days of delay, and \$500 per day per mailing for any delay beyond 60 days.

b. for failure to certify completion of each SEP as provided in Paragraph 66 (including submission of a SEP completion report) within the time required by this Consent Decree, \$200 per day for the first 30 days of delay, \$400 per day for the next 30 days of delay, and \$500 per day for any delay beyond 60 days. Should Honda certify completion of a SEP, Stipulated Penalties shall not run with respect to any inadequacy in the certification of the completion report until EPA has notified Honda of the inadequacy and Honda has failed to resolve such inadequacy within 30 days of such notice.

c. for failure to submit a semi-annual report within the time provided by Paragraph 74 of this Consent Decree, \$200 per day for the first 30 days of delay, \$400 per day for the next 30 days of delay, and \$500 per day for any delay beyond 60 days.

d. for failing or refusing to comply with a written request by EPA for the records described in Paragraph 72 or 75 of this Consent Decree, \$200 per day of delay in producing such records in excess of 30 days after the request.

e. for failing or refusing to comply with the terms and conditions of the Extended Emissions Warranty with respect to any Affected Vehicle, \$400 or 1.5 times Honda's cost associated with performing the subject work, whichever is greater, but not to exceed \$10,000, per vehicle per violation, provided that Honda shall be liable for a Dealer's failure or refusal to honor a valid Extended Emissions Warranty claim only if Honda is notified of the Dealer's action (by the Affected Vehicle owners or EPA) and fails or refuses to take action to honor the claim within 45 days of receiving such notice.

f. for failing or refusing to comply with the terms and conditions of the Emissions Maintenance Program with respect to any Affected Vehicle, \$400 per vehicle per violation, provided that Honda shall be liable for a Dealer's failure or refusal to honor a valid request for the services and replacements provided by the Extended Emissions Warranty claim only if Honda is notified of the Dealer's action (by the Affected Vehicle owners or EPA) and fails or refuses to take action to honor the request claim within 45 days of receiving such notice.

80. Honda shall pay stipulated penalties upon written demand by EPA within 45 days after Honda receives such demand, or if the Dispute Resolution provisions of Section X are invoked and

Honda is determined to be liable at the conclusion of that process, Honda shall pay stipulated penalties within 45 days after completion of the Section X Dispute Resolution process. Stipulated penalties shall be paid by cashier's or certified check, payable to the "Treasurer, United States of America," and sent to the United States Attorney for the District of Columbia, Judiciary Center Building, 555 Fourth Street, N.W., Washington, D.C. 20001, referencing the civil action number of this matter. A copy of the transmittal letter and check shall be sent to the United States and EPA.

81. Stipulated penalties shall continue to accrue during any Dispute Resolution process. Should Honda dispute its obligation to pay part or all of a stipulated penalty, it may place the disputed amount demanded by the United States in a commercial escrow account pending resolution of the matter and request that the matter be resolved through the Dispute Resolution provisions in Section X of this Consent Decree. In the event that the Court resolves the dispute in Honda's favor, the escrowed amount plus accrued interest shall be returned to Honda. In the event that the Court resolves the dispute in favor of the United States, the escrowed amount plus accrued interest shall be paid to the United States.

82. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Consent Decree. In addition, Honda shall not be liable for stipulated penalties for any failure or refusal to comply with the terms of this Consent Decree occurring more than five years prior to the date of EPA's demand for such penalties.

#### IX. FORCE MAJEURE

83. Force Majeure means any event or circumstance, or combination of events or circumstances, beyond the reasonable control of Honda or any entity controlled by Honda, that causes or may cause a delay in compliance with any provision of this Consent Decree. If a Force Majeure event occurs, Honda shall notify the United States in writing as soon as practicable, but in any event within 60 days of when Honda first knows of the event or should have known of the event by the exercise of due diligence. In this notice Honda shall specifically invoke the Force Majeure provisions of this Consent Decree and describe the anticipated length of time the delay may persist, the cause or causes of the delay, and the measures taken or to be taken by Honda to prevent or minimize the delay and the schedule by which

those measures will be implemented. Honda shall adopt all reasonable measures to avoid and minimize such delays.

84. The United States may void Honda's Force Majeure rights as to the specific event for which Honda has failed to comply with such notice requirement, and, if voided, such rights shall be of no effect as to the particular event involved. All issues between the Parties respecting the timeliness or adequacy of the notice required by this Section are subject to the Dispute Resolution provisions in Section X of this Decree.

85. The United States shall notify Honda in writing of its agreement or disagreement with Honda's Force Majeure claim within 30 days of receipt of the Force Majeure notice required by this Section. If the United States agrees the Parties shall stipulate to an extension of the particular compliance requirement(s) affected by the delay. Honda shall not be liable for stipulated penalties for the period of any such delay, or for any period of any delay by the United States, beyond the thirty-day period provided above, in giving Honda notice of its agreement or disagreement with Honda's Force Majeure claim.

86. If the United States does not agree with Honda's Force Majeure claim, or if the Parties cannot agree on an extension of the particular compliance requirements affected,

either Party may invoke the Dispute Resolution provisions in Section X of this Decree. In the case of a dispute regarding a Force Majeure claim, should the Parties ultimately agree, or the Court determine, that the violation has been or will be caused by circumstances beyond the control of Honda or any entity controlled by Honda, including its contractors, Honda shall be excused as to that violation and delay, including any stipulated penalty associated with the violation or delay. Any dispute regarding the appropriate extension of a compliance requirement shall also be resolved through the Dispute Resolution provisions of Section X.

87. In any dispute under the Dispute Resolution provisions of Section X of this Decree, Honda shall bear the burden of proving the existence and duration of the claimed Force Majeure. An extension of the compliance date based on a particular event shall result in extension of subsequent compliance dates to the extent that the delay in subsequent compliance is caused by the delay resulting from the Force Majeure event.

88. Unanticipated or increase costs or expenses associated with the performance of Honda's obligations under this

Decree, in and of themselves, do not constitute Force Majeure events.

#### X. DISPUTE RESOLUTION

89. The Dispute Resolution process required herein is invoked upon written notice by one of the Parties to this Consent Decree to the other advising of a dispute pursuant to this Section. The notice shall describe the nature of the dispute, and shall state the noticing Party's position with regard to such dispute. The Party receiving such a notice shall acknowledge receipt of the notice.

90. After notice of a dispute is sent and received, the Dispute Resolution process shall occur as follows:

a. The Parties shall expeditiously schedule a meeting, to occur not later than seven days from the receipt of such notice, to discuss the dispute informally and in good faith. Such period of informal negotiations between representatives of the United States and Honda shall not extend beyond 30 calendar days from the date of receipt of the notice under Paragraph 89, unless the Parties' representatives agree to extend this period.

b. In the event that the Parties cannot resolve a dispute by informal negotiations, then within seven days after the conclusion of the informal negotiation period, the Parties

shall submit the matter for mediation. If, at the time of submission for mediation occurs, the United States does not have budgetary authorization to pay its share of the mediator's fees and expenses, Honda shall bear all costs of the mediator in the subject dispute. Otherwise, consistent with Paragraph 97, each Party shall bear fifty percent of all mediator related costs associated with any dispute resolution pursuant to this section.

c. If the matter is submitted for mediation, the Parties shall make best efforts to mutually select a mediator within 15 days. Honda and the United States shall select this mediator by each proposing a list of up to three mediators qualified to perform mediation, and by working together to choose a mediator from this pool of mediators by mutual consent. The mediator shall have no authority to resolve the dispute, and shall not act as an advocate or attorney for the United States or for Honda.

d. In the event that mutual consent is not reached within the 15 days prescribed by subparagraph c above, the Parties shall refer the matter to the Director of Dispute Resolution, Office of the Circuit Executive of the United States Court of Appeals for the D.C. Circuit for the appointment of a mediator.



e. The period for formal mediation shall not exceed thirty days from the time a mediator is chosen by the Parties or appointed in accordance with subparagraph d above, unless it is extended by written agreement of the Parties.

91. In the event that the Parties are unable to reach agreement during the informal negotiation period or the mediation is unsuccessful in resolving the dispute, either Party has the right to file with the Court a petition which describes the nature of the dispute. The other Party shall respond to the petition within 30 calendar days of filing. Where the nature of the dispute is such that a more timely resolution of the issue is required, the time periods set out in this Section may be shortened upon mutual agreement by the Parties to the dispute.

92. As part of the resolution of any dispute submitted to Dispute Resolution, the Parties may ask the Court to extend or modify the schedule for meeting any deadlines under this Consent Decree to account for the delay that occurred as a result of Dispute Resolution.

## XI. GENERAL PROVISIONS

### A. Effect of Settlement

93. Satisfaction of all of the requirements of this Consent Decree constitutes full settlement of and shall finally

resolve all civil liability of Honda to the United States' for civil penalties and injunctive relief arising out of or relating to: the violations alleged in the Complaint or in this Consent Decree; the cold-start enablement, misfire-monitoring, or oxygen-sensor monitoring aspects of Honda's OBD system as installed on the Affected Vehicles; or any alleged failure by Honda to adequately disclose information relating to the foregoing aspects of its OBD system in applications for Certificates of Conformity for the Affected Vehicles.

94. EPA shall not determine under Section 207(c)(1) of the Act, 42 U.S.C. § 7541, that any class or category of the Affected Vehicles does not conform to the regulations prescribed under Section 202 of the Act, 42 U.S.C. § 7521, or a determination under Section 206 of the Act, 42 U.S.C. § 7525, to suspend or revoke a Certificate of Conformity, on the basis of: the violations alleged in the Complaint or in this Consent Decree; the cold-start enablement, misfire-monitoring, or oxygen-sensor monitoring aspects of the Honda's OBD system as installed on the Affected Vehicles; any alleged failure by Honda to adequately disclose information relating to the foregoing aspects of its OBD system in applications for Certificates of Conformity for the Affected Vehicles.

95. In reviewing or evaluating defect reports submitted to EPA by Honda with respect to the Affected Vehicles pursuant to 40 C.F.R. 85.1901, et seq., EPA shall take into consideration the fact that the number of specific emissions-related defects actually identified in Affected Vehicles of the same model year may partially reflect increased Dealer servicing of the Affected Vehicles as a result of the Extended Emissions Warranty and Emissions Maintenance Programs under this Consent Decree.

In addition, should EPA come to believe, following the entry of this Consent Decree, that any aspect of Honda's OBD system as installed on the Affected Vehicles, other than those listed above, does not conform to the requirements of the Clean Air Act or the applicable regulations, EPA shall take into consideration, before taking any enforcement action with respect to such noncompliance, the extent to which the remedy provided in this Consent Decree addresses any potential environmental or program impacts that could result from the subsequently-alleged OBD noncompliance. Honda shall be given the opportunity, before future enforcement action is taken by EPA with respect to a subsequently-alleged OBD noncompliance relating to the Affected Vehicles, to show cause why no further action is necessary or

appropriate in light of the action provided by this Consent Decree. EPA shall give due consideration to all information provided by Honda in support of such showing in any determination by EPA regarding further action, but nothing herein shall be construed to create any right of administrative or judicial review of any enforcement decision committed to EPA's discretion. Nothing herein shall be construed as a waiver by Honda of its right to assert in any future enforcement action, whether administrative or judicial, that the alleged noncompliance has been addressed fully by the remedy provided in this Consent Decree.

B. Third Parties

96. This Consent Decree does not limit, enlarge or affect the rights of any Party to the Consent Decree as against any third Parties.

C. Costs

97. Each Party to this action shall bear its own costs and attorneys' fees.

D. Public Documents

98. All information and documents submitted by Honda to the United States pursuant to this Consent Decree shall be subject to public inspection, unless the information or documents

are accompanied by a business confidentiality claim in accordance with 40 C.F.R. § 2.203(b).

E. Public Comments; Protection of Public Interest

99. The Parties agree and acknowledge that final approval by the United States and entry of this Consent Decree is subject to the requirements of 28 C.F.R. § 50.7. Honda consents to the entry of this Consent Decree without further notice.

F. Reports, Submissions, Notices, Communications

100. Each submission, report, and plan required by this Consent Decree shall be accompanied by a transmittal letter referencing this Consent Decree. Honda shall, through a responsible corporate official having knowledge of the report's or submission's contents, sign and certify under 28 U.S.C. § 1746 that the information contained in the report or submission is to the best of the representative's knowledge and belief true, accurate, and complete. Honda shall not object to the admissibility in evidence of any such reports in any proceeding to enforce this Consent Decree if relevant to the proceeding.

101. Unless otherwise provided herein, reports, notices of payment, submissions, notifications to, or communications with the United States, EPA, or Honda shall be deemed submitted on the date they are postmarked and sent by

first class mail, overnight receipt mail service or by certified or registered mail, return receipt requested. Except as otherwise provided herein, when written notification to or communication with the United States, EPA, or Honda is required by the terms of this Consent Decree, it shall be addressed as follows:

As to the United States:.

Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611, Ben Franklin Station  
Washington, D.C. 20044

As to the EPA:

Director, Air Enforcement Division (2242A)  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460

As to American Honda Motor Co. Inc.

William R. Willen  
American Honda Motor Co., Inc.  
1919 Torrance Boulevard  
Torrance, California 90501-2746

102. Any Party may change the address for providing notices to it by serving all other addressees identified above with a notice setting forth such new address.

#### G. Modification

103. There shall be no modification of this Consent Decree without written approval by both Parties to this Consent Decree and order of the Court.

#### H. Continuing Jurisdiction

104. The Court retains jurisdiction of this case after entry of this Consent Decree to enforce compliance with the terms and conditions of this Consent Decree and to take any action necessary or appropriate for its interpretation, construction, execution, or modification until termination of the Consent Decree. Any Party may apply to the Court for any relief necessary to construe or effectuate this Consent Decree.

#### I. Other Laws

105. Except as specifically provided herein, Nothing in this Consent Decree shall relieve Honda of its obligation to comply with applicable Federal, State and local laws and regulations. Except as provided herein, Honda specifically reserves its right to assert any rights, remedies, privileges and defenses at law and at equity to which it may be entitled in any proceeding for enforcement of this Consent Decree.

## XII. TERMINATION

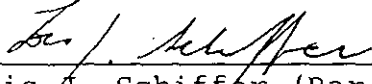
106. This Consent Decree will terminate upon further order of this Court after Honda certifies to the United States that it has (a) paid in full the civil penalties and any accrued interest imposed by this Consent Decree; (b) paid in full any stipulated penalties imposed by this Consent Decree; and (c) completed all other requirements of this Consent Decree. If the United States does not dispute Honda's certification within 120 days of its submission, then the Parties shall jointly petition the Court for early termination of this Consent Decree. If the United States disputes Honda's certification, then the Parties shall, within 30 days of certification, enter Dispute Resolution under Section X.



United States v. American Honda Motor Co., Inc. --  
Signature Page

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FOR PLAINTIFF, UNITED STATES OF AMERICA



Lois J. Schiffer (Bar No. 56630)  
Assistant Attorney General  
Environment and Natural Resources Division  
U.S. Department of Justice  
10th & Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

Dated: June 8, 1998



Thomas P. Carroll (Bar No. 388593)  
Trial Attorney, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
1425 New York Avenue, N.W.  
Washington, D.C. 20005

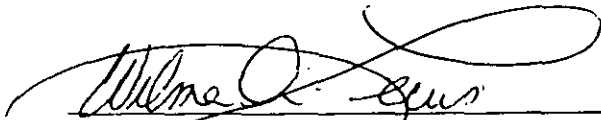
Dated: June 8, 1998

Wilma A. Lewis  
United States District Attorney  
District of Columbia

Dara Corrigan (Bar No. 437693)  
Assistant United States Attorney  
Judiciary Center Building  
555 Fourth St., N.W.  
Washington, D.C. 20001

Dated: \_\_\_\_\_

United States v. American Honda Motor Co., Inc. --  
Signature Page



WILMA A. LEWIS (Bar No. 358637)  
United States Attorney  
District of Columbia

Dated: 6/8/98



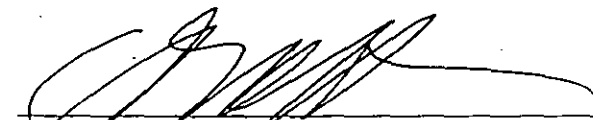
Dara Corrigan (Bar No. 437693)  
Assistant United States Attorney  
Judiciary Center Building  
555 Fourth Street, N.W.  
Washington, D.C. 20001  
(202) 514-7139

Dated: 6/8/98

United States v. American Honda Motor Co., Inc. --  
Signature Page

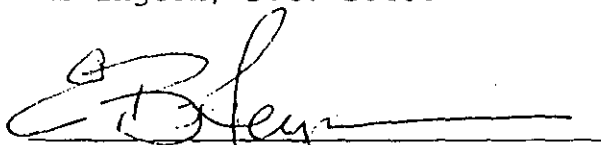
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FOR ENVIRONMENTAL PROTECTION AGENCY



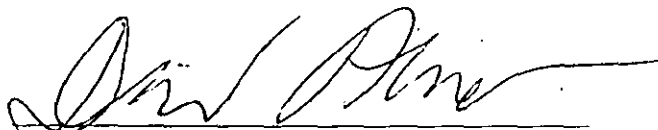
Steven A. Herman  
Assistant Administrator  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460

Dated: 6/5



E. Bruce Fergusson  
Attorney-Advisor  
Air Enforcement Division  
Office of Regulatory Enforcement  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460

Dated: June 5, 1998



David E. Alexander  
Attorney-Advisor  
Air Enforcement Division  
Office of Regulatory Enforcement  
U.S. Environmental Protection Agency  
401 M Street, S.W.  
Washington, D.C. 20460

Dated: June 5, 1998

United States v. American Honda Motor Co., Inc. --

Signature Page

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FOR AMERICAN HONDA MOTOR COMPANY, INC.



William R. Willen, Esq.  
Managing Counsel, Product Legal Group  
American Honda Motor Company, Inc.  
1919 Torrence Boulevard  
Torrence, California 90501-2746

Dated: June 3, 1998

So entered in accordance with the foregoing this \_\_\_\_  
day of \_\_\_\_\_, 1998.

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United States District Judge

# APPENDIX A TO CONSENT DECREE

## IDENTIFICATION OF "AFFECTED VEHICLES"

Model Year	ENGINE FAMILY	MODEL
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1995	SHN2.5VJGKEK	2.5TL
	SHN2.7VJGFEK	ACCORD EX/LX (V6)
	SHN2.7VJG1EK	ACCORD EX/LX (V6)
	SHN3.0VJGKEK	NSX, NSX-T

1996	THN1.6VJGKGK	CIVIC COUPE DX CIVIC SEDAN DX/LX CIVIC HB DX/CX DEL SOL S
	THN1.6VJG3EK	CIVIC COUPE DX CIVIC SEDAN DX/LX CIVIC HB DX/CX DEL SOL S
	THN1.6VJGKFK	CIVIC COUPE HX
	THN1.6VJG2EK	CIVIC COUPE HX
	THN1.6VJGKEK	CIVIC COUPE EX CIVIC SEDAN EX DEL SOL Si
	THN1.6VJGKHK	DEL SOL VTEC
	THN1.8VJGFFK	INTEGRA RS/LS
	THN1.8VJGFEK	INTEGRA GS-R

Model Year	ENGINE FAMILY	MODEL
1996	THN2.2VJG1EK	ACCORD DX/LX SEDAN ACCORD LX COUPE ACCORD LX WAGON
	THN2.2VJG2EK	ACCORD LX SEDAN
	THN2.2VJGKEK	ACCORD EX SEDAN ACCORD EX COUPE ACCORD EX WAGON
	THN2.7VJGF EK	ACCORD EX/LX (V6)
	THN2.7VJG1EK	ACCORD EX/LX (V6)
	THN2.2VJGKGK	ODYSSEY EX/LX ISUZU OASIS LS/S
	THN2.2VJGF EK	PRELUDE S
	THN2.2VJGFFK	PRELUDE VTEC
	THN2.3VJGF EK	PRELUDE Si
	THN2.5VJGKEK	2.5TL
	THN3.2VJGKEK	3.2TL
	THN3.0VJGKEK	NSX, NSX-T
	THN3.5VJGKEK	3.5RL
	THN2.2VJGKFK	ACCORD DX/LX SEDAN ACCORD LX COUPE ACCORD LX WAGON

Model Year	ENGINE FAMILY	MODEL
1997	VHN2.2VJGKEK	ACCORD EX SEDAN ACCORD EX COUPE ACCORD EX WAGON 2.2CL
	VHN2.7VJGF EK	ACCORD EX/LX (V6)
	VHN2.7VJG1EK	ACCORD EX/LX (V6)
	VHN2.2VJGKGK	ODYSSEY EX/LX ISUZU OASIS LS/S
	VHN2.2VJG1EK	PRELUDE PRELUDE TYPE- SH
	VHN2.2VJGKHK	PRELUDE PRELUDE TYPE- SH
	VHN2.5VJGKEK	2.5TL
	VHN3.2VJGKEK	3.2TL
	VHN3.0VJGKEK	3.0CL
	VHN3.0VJG2EK	3.0CL
	VHN3.0VJGKFK	NSXCOUPE NSX-T
	VHN3.2VJGKFK	NSX COUPE NSX-T
	VHN3.5VJGKEK	3.5RL

Model Year	ENGINE FAMILY	MODEL
1997	VHN1.6VJGKGK	CIVIC COUPE DX CIVIC SEDAN DX/LX CIVIC HB DX/CX DEL SOL S
	VHN1.6VJG3EK	CIVIC COUPE DX CIVIC SEDAN DX/LX CIVIC HB DX/CX DEL SOL S
	VHN1.6VJGKFK	CIVIC COUPE HX
	VHN1.6VJG2EK	CIVIC COUPE HX
	VHN1.6VJGKEK	CIVIC COUPE EX CIVIC SEDAN EX DEL SOL Si
	VHN1.6VJGKHK	DEL SOL VTEC
	VHN1.8VJGKFK	INTEGRA RS/LS/GS
	VHN1.8VJGKEK	INTEGRA GS-4
	VHN2.0IJGKEK	CR-V
	VHN2.0IJG2EK	CR-V
	VHN2.2VJGKFK	ACCORD DX/LX/SE SEDAN ACCORD LX/SE COUPE ACCORD LX WAGON
	VHN2.2VJG2EK	ACCORD LX/SE SEDAN



**U.S. Environmental Protection Agency**  
**Parts List for Section 207(a) Emission Design and Defect Warranty**  
**July 15, 1991**

July 15, 1991

**\*PARTS LIST FOR SECTION 207(a) EMISSION DESIGN AND DEFECT  
WARRANTY\***

**I. Air Induction System parts, components and seals  
including but not limited to:**

1. Temperature sensor elements
2. Air door
3. Air cleaner housing
4. Cold air duct
5. Heated air duct
6. Intake manifold
7. Turbocharger (including wastegate, pop-off, etc.),  
by-pass valves, ducting
8. Charge air cooler or intercooler
9. Supercharger
10. Vacuum motor for air control

**II. Fuel Metering System:**

1. Carburetor
  - a. Carburetor assembly, housing, and idle mixture  
adjustment limiting device
  - b. Internal carburetor parts, components, and seals,  
including but not limited to:
    - i) metering jets and rods
    - ii) needle and seat
    - iii) accelerator pump
    - iv) power valve
    - v) float circuit
  - c. External carburetor parts, components, and seals  
including but not limited to:
    - i) altitude compensator
    - ii) vacuum diaphragms
    - iii) engine coolant temperature sensor--ECTS
    - iv) intake air temperature sensor--IATS
    - v) manifold absolute pressure sensor--MAP
    - vi) manifold vacuum sensor--MVS



Recycled/Recycling  
Printed with Soy-based ink on paper that  
contains at least 50% recycled fiber

- vii) manifold vacuum zone switch--MVZS
- viii) mixture control solenoid--MSC

d. Throttle and throttle controls including, but not limited to:

- i) solenoids
- ii) dashpots
- iii) deceleration valve
- iv) idle stop solenoid, anti-dieseling assembly
- v) idle speed control (ISC) system
- vi) throttle position sensor--TPS

e. Choke Mechanism including, but not limited to:

- i) adjustment limiting device
- ii) heater
- iii) early fuel evaporative valve, device or system--EFE
- iv) choke delay valve

f. Non-maintenance adjustments

- i) idle mixture
- ii) idle speed
- iii) choke adjustment

2. Fuel Injection, Throttle Body or Multipoint (Mechanical or Electronic)

a. Temperature sensors including, but not limited to:

- i) engine coolant temperature sensor--ECTS
- ii) intake air temperature sensor--IATS
- iii) manifold surface temperature sensor--MSTS

b. Air flow devices or sensors including, but not limited to:

- i) air flow sensor
- ii) manifold pressure sensor--MAP
- iii) altitude/barometric pressure sensor
- iv) manifold vacuum sensor--MVS

c. Engine position sensors including, but not limited to:

- i) engine speed sensor

d. Fuel system including, but not limited to:

- i) early fuel evaporation switch or system
- ii) fuel damper or accumulator
- iii) fuel pressure regulator
- iv) injectors
- v) fuel delivery/return lines
- vi) fuel distributor (distribution manifold)

- vii) inertia fuel shut-off switch--IFSS
- viii) cold start valve or injector

e. Throttle body assembly and housing

f. Throttle and throttle controls including, but not limited to:

- i) idle air control valve system--IACV
- ii) idle speed control system--ISC
- iii) throttle position sensor--TPS

g. Fuel composition sensors and control system (e.g., oxygenated fuel sensor).

3. Fuel Injection--Diesel

- a. Injectors
- b. Fuel pressure regulator
- c. Fuel supply pump (only if no separate fuel injection pump exists)
- d. Fuel injection pump
- e. Smoke puff limiter--SPL
- f. Glow plugs
- g. Engine coolant temperature sensor--ECTS
- h. Crankshaft position sensor
- i. Metering valve solenoid
- j. Fast idle solenoid
- k. Cold start solenoid
- l. Altitude control solenoid

III. Ignition system including, but not limited to:

- 1. Distributor assembly and internal parts
- 2. Initial timing
- 3. Initial timing limiting device
- 4. Spark plugs
- 5. Spark plug wires/coil wire
- 6. Breakerless pickup (all types)
- 7. Ignition module
- 8. Spark timing control module
- 9. Coil/coil pack
- 10. Dwell/points
- 11. Vacuum advance assembly
- 12. Weights/springs
- 13. Spark delay devices
- 14. Knock sensors--KS
- 15. Engine speed sensors
- 16. Camshaft position sensor
- 17. Crankshaft position sensor--CPS

18. Engine coolant temperature sensor--ECTS
19. Thermal vacuum switch--TVS
20. Distributorless ignition control module
21. Vacuum switching valve
22. Vacuum by-pass valve
23. Vacuum solenoid
24. Transmission switch
25. Time delay

IV. Exhaust Gas Recirculation (EGR) System including, but not limited to:

1. EGR valve assembly(ies)
2. EGR flow sensor
3. EGR spacer plate
4. Internal passages and exhaust gas orifices
5. EGR function sensor--EGRS
6. EGR function control--EGRC
7. Delay solenoid/valves
8. Vacuum amplifier
9. Vacuum reservoir
10. Engine coolant temperature sensor--ECTS
11. Speed sensors
12. Solenoid vacuum valve
13. Thermal-controlled vacuum valve
14. Temperature-controlled vacuum valve
15. Vacuum reducing valve
16. EGR coolant override valve
17. Backpressure transducer
18. Exhaust pressure regulator

V. Positive Crankcase Ventilation System--PCV

1. PCV valve or orifice
2. Oil filler cap
3. PCV Connection Assembly

VI. Fuel Evaporative Control (EVAP) System including, but not limited to:

1. Canister
2. Canister purge solenoid/valve
3. Fuel filler cap
4. Fuel filler neck restrictor
5. Fuel fill pipe
6. Fuel tank
7. Fuel lines
8. Vapor separator
9. On-board refueling evaporative system
10. Pressure relief valve

11. Rollover valve
12. Anti-siphon valve (only if related to evaporative system)
13. Bowl vent valve

VII. Secondary Air Injection System, including but not limited to:

1. Secondary air management control valves including, but not limited to:
  - i) secondary air bypass valve--SABV
  - ii) secondary air anti-backfire valve--SABFV
  - iii) secondary air switching valve--SASV
  - iv) secondary air pulse valve--SAPV
2. Secondary air injection pump
3. Drive belt
4. Injection tubes or manifolds
5. Pressure relief valve
6. Pressure setting plug
7. Pulse air system
8. Deceleration control valve
9. Temperature sensors

VIII. Exhaust

1. Exhaust manifold
2. Thermal reactor casing and lining
3. Catalytic converters
4. Catalytic converter shell, nipples and heat shield
5. Traps, filters, precipitators, and any other device used to capture particulate emissions
6. Regenerators, oxidizers, fuel additive devices, and any other device used to regenerate or aid in the regeneration of the particulate control device
7. Control device enclosures and manifolding
8. Exhaust port liners
9. Double walled portion of exhaust system
10. Heat riser valve and control assembly
11. All parts or pipes between converters or between converters and exhaust manifold

IX. Engine Emission Control System Sensors (modules, sensors, solenoids, valves) including, but not limited to:

1. Ambient air temperature sensor
2. Electronic control unit (module)--ECU or ECM
3. Powertrain control module (engine)--PCM
4. Powertrain control module (transmission)--PCMT
5. Oxygen sensors
6. Heated oxygen sensors

7. Air conditioner sensor--ACS
8. Barometric absolute pressure sensor--BARO
9. Coolant level sensor--COLS
10. Engine coolant temperature sensor--ECTS
11. Fuel temperature sensor
12. Manifold absolute pressure sensor--MAP
13. Manifold vacuum sensor--MVS
14. Manifold vacuum zone switch--MVZS
15. Wide open throttle switch--WOTS
16. Engine speed sensor
17. Torque sensor
18. Cylinder chamber temperature sensor
19. Catalyst temperature sensor
20. Coolant fan control switch
21. Thermal vacuum switch--TVS
22. Vehicle speed sensor--VSS
23. Vehicle speed pulse generator--VSPG
24. Operating gear selector switch--OGSS
25. Gear selector switch--GSS
26. Torque converter lockup switch--TCLS
27. Park neutral switch--PNS

X. On Board Diagnostics--OBD

1. Malfunction indicator light--MIL
2. MIL bulb
3. OBD system
4. Service reminder
5. Data link connector--DLC

XI. Related Parts Associated With The Above Systems

1. Hoses
2. Switches, sensors, solenoids
3. Gaskets/seals
4. Wires/harnesses/connectors

- Effective for model year 1992, and later vehicles. EPA will use this list as guidance for all earlier model year vehicles.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

11 18 1995

OFFICE OF  
AIR AND RADIATION

SPECIFIED MAJOR EMISSION CONTROL  
COMPONENTS COVERED FOR 8 YEARS/80,000 MILES  
FOR 1995 AND NEWER MODEL YEAR VEHICLES

- A. Catalytic Converter, including any and all catalysts and the following parts that are an integral part of any converters and/or would necessitate converter replacement if they fail:
  - 1. Converter shell, nipples, and heat shield
  - 2. Heater and warmup circuits
- B. Electronic Emission control Unit, including any and all hardware, software, wires, harnesses, connectors and the case which are an integral part of the control unit or would necessitate repair or replacement of the unit or module if they fail.
- C. Onboard Emissions Diagnostic Device, including any and all hardware, software, wires, harnesses, connectors and the case which are an integral part of the device or would necessitate repair or replacement of the device if they fail.
- D. Related Parts and Labor Associated with the above components necessary for replacement, including:
  - 1. Hoses
  - 2. Gaskets/seals
  - 3. Wires/harnesses/connectors
  - 4. Nuts, bolts, screws, fasteners



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containing at least 50% recycled fiber



June 1998

## **Emissions Warranty Extension and Service Campaign**

Dear Acura Owner:

The purpose of this letter to inform you of an important change in your Acura's emission warranty coverage, a special vehicle inspection, and a free one-time service offer. These remedial actions are designed to maintain the emission control system and performance of your vehicle.

### **What is the reason for this notice?**

Acura recently agreed to a settlement with the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). This settlement concerns a technical problem with your Acura's On-board Diagnostic system (OBD). OBD is a required part of your vehicle's computer system that monitors the functions of the emission control system.

The EPA and CARB assert that the OBD system on certain Acura vehicles cannot detect engine misfire under some driving conditions and, therefore, does not meet the requirements of the Clean Air Act. The purpose of the OBD system is to alert the driver of the vehicle that the emission control system may be failing, and to aid service personnel in the repair of the vehicle. If misfire detection is delayed, or misfire is undetected, it may cause the vehicle to emit exhaust emissions that are higher than the law allows and/or affect the performance of the vehicle. Acura is concerned about any improper reduction in the performance of its vehicles and their emission control systems in the real world. Therefore, we have agreed with the government to undertake this remedial action.

The concerns noted above do not affect the current operation, driveability, or safety of your vehicle. Rather, it involves a part of the emission system's diagnostic function. Specifically, the problem is limited to the detection of a misfire condition in your vehicle's engine. You are strongly encouraged to participate in the remedial actions offered in this letter. Participation will decrease the risk that your vehicle may fail an emission inspection test in localities where such tests are required, and will maintain the proper functioning of your vehicle.

### **Description of the Program**

#### **Extended Warranty**

To resolve the concerns noted above, Acura has agreed to extend the coverage for parts and repairs covered under the Federal Emissions Warranties (in all states but California) and the California Emissions Warranties. The coverage now becomes 14 years from the date of purchase or 150,000 miles, whichever comes first. This extension covers (a) any defect that has resulted in the illumination of the malfunction indicator light on your vehicle dashboard display; (b) any defect that has resulted or will result in your vehicle failing a required state or local emissions test approved by the EPA; and (c) any emission-related defect, including but not limited to defects in certain emissions-related parts. The Emission Warranty Extension is transferable to a new owner if the vehicle is sold. (Owners are encouraged to keep all maintenance records). If you have questions about this Emissions Warranty Extension please call the American Honda Consumer Affairs Department at 1-800-999-1009.

This does not extend your New Car Limited Warranty.

This does not extend your Rust Perforation Limited Warranty.

Acura will also perform two special free-of-charge services.

**Additional services provided by Acura**

As part of the settlement, Acura has agreed to perform two services to your vehicle:

1. Acura dealers will inspect the your vehicle's emissions control system while it is in the mileage range of 50,000 to 75,000 miles. This inspection will ensure that your emission control system is performing properly. Any necessary repairs to the emission control system (including parts and labor) will be performed free of charge.
2. In the mileage range of 75,000 to 150,000 miles, Acura will replace certain emission components in your vehicle free of charge. These components include spark plugs, ignition wires, distributor cap, and rotor. A free oil and oil filter change will also be part of this one-time service, but remember—your vehicle is not eligible until it has reached 75,000 miles. At the time of this service, the OBD system will be inspected again and any necessary repairs performed free of charge. It is recommended that you have this one-time service performed in conjunction with the scheduled maintenance at 90,000 miles (refer to your owner's manual).

**What should you do?**

We strongly encourage you to take advantage of these additional services.

1. Your Acura dealer will automatically perform the OBD system inspection due between 50,000 and 75,000 miles when you take your car in for service and it is in the specified mileage range. If an independent shop normally services your car, at some time while your vehicle registers between 50,000 and 75,000 miles, you should contact your local Acura dealer for an appointment to have this inspection performed. Acura will send you a reminder notice about this inspection service on the fifth anniversary of the introduction of the model year of your vehicle.
2. At some time while your vehicle registers between 75,000 and 150,000 miles, contact your local Acura dealer for an appointment to have the one-time service performed. At the time of this service, the OBD system will be inspected again and any necessary repairs performed free of charge. This is in addition to the free oil change and the replacement of emission components. Acura will send you a reminder notice about this one-time service on the ninth anniversary of the introduction of the model year of your vehicle.

**What to do if you feel this notice is in error**

This notice was sent to you according to the most current information we have available. If you no longer own the Acura referred to in this notice, or some information in this notice is incorrect, please fill out and return the included, postage-paid *Information Change Card*. This will help us to update our records.

**If you have questions**

If you have any questions about this notice, or you need assistance with contacting a nAcura dealer, please call the American Honda Consumer Affairs Department at 1-800-999-1009.

Sincerely,

**AMERICAN HONDA MOTOR CO., INC.**  
**Acura Automobile Division**

1999, 2000, 2001

## Emissions Warranty Extension and Free Service Reminder

Dear Acura Owner:

In 1998, Acura entered into an agreement with the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). The reason for this agreement was an assertion by the EPA and CARB that there is a technical problem with your Acura's On-board Diagnostic system (OBD) that causes it to not comply with the Federal Clean Air Act and California regulations. OBD is a required part of your vehicle's computer system that monitors the functions of the emissions control system.

As part of this agreement, Acura is providing owners of certain 1995, 1996 and 1997 vehicles the following benefits.

1. The Federal Emissions Warranties (in all states but California) and the California Emissions Warranties have been extended to 14 years from the date your vehicle was first sold, or 150,000 miles, whichever comes first.
2. When the vehicle has between 50,000 and 75,000 miles, the Acura dealer will inspect your vehicle's emissions control system free of charge. Any repairs or replacements needed to make the emissions control system fully functional will be done free of charge, including all parts and labor.
3. When the vehicle has between 75,000 and 150,000 miles, the Acura dealer will again inspect your vehicle's emissions control system and make any needed repairs or replacements free of charge. In addition, the dealer will replace the spark plugs, ignition wires, distributor cap and rotor, and change the oil and oil filter, all free of charge to you.

### What You Should Do

1. If your vehicle fails a state Smog Check, or the Malfunction Indicator Lamp comes on (the amber Check Engine light on the instrument panel), take your vehicle to an Acura dealer. Under the terms of the warranty extension, the dealer will repair any emissions-related problem free of charge (including diagnosis, parts, and labor). You should maintain your vehicle according to the maintenance schedule in your Owner's Manual. This schedule is designed to keep your vehicle's emissions control systems functioning properly.
2. If your vehicle has between 50,000 and 75,000 miles, contact your local Acura dealer to make an appointment for an emissions control system inspection. The inspection and any necessary repairs are free of charge.
3. If your vehicle has between 75,000 and 150,000 miles, contact your local Acura dealer to make an appointment for an emissions control inspection, replacement of ignition parts, and an oil and filter change. All inspections, repairs, and replacements are free of charge. We recommend that you have this work done in conjunction with the normal scheduled maintenance at either 90,000 or 105,000 miles. Depending on model, either 90,000 miles or 105,000 miles is the normal interval for spark plug replacement. Please refer to the maintenance schedule in your owner's manual.

We are sending you this reminder because your Acura was introduced five years ago and, on average, should have between 50,000 and 75,000 miles. We encourage you to take advantage of the emissions control system inspection offered in that mileage range. If your vehicle has more than 75,000 miles, we encourage you to take advantage of the inspection, ignition parts replacement, and oil change at the 90,000 or 105,000 mile service. Acura will send you another reminder of this program on the ninth anniversary of the introduction of the model year of your vehicle.

If you have any questions about this notice or your emissions warranties, please call the American Honda Consumer Affairs Department at (800) 999-1009.

Sincerely,

**AMERICAN HONDA MOTOR CO., INC.**  
**Acura Automobile Division**

1999, 2000, 2001

## Emissions Warranty Extension and Free Service Reminder

Dear Honda Owner:

In 1998, Honda entered into an agreement with the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). The reason for this agreement was an assertion by the EPA and CARB that there is a technical problem with your Honda's On-board Diagnostic system (OBD) that causes it to not comply with the Federal Clean Air Act and California regulations. OBD is a required part of your vehicle's computer system that monitors the functions of the emissions control system.

As part of this agreement, Honda is providing owners of certain 1995, 1996 and 1997 vehicles the following benefits.

1. The Federal Emissions Warranties (in all states but California) and the California Emissions Warranties have been extended to 14 years from the date your vehicle was first sold, or 150,000 miles, whichever comes first.
2. When the vehicle has between 50,000 and 75,000 miles, the Honda dealer will inspect your vehicle's emissions control system free of charge. Any repairs or replacements needed to make the emissions control system fully functional will be done free of charge, including all parts and labor.
3. When the vehicle has between 75,000 and 150,000 miles, the Honda dealer will again inspect your vehicle's emissions control system and make any needed repairs or replacements free of charge. In addition, the dealer will replace the spark plugs, ignition wires, distributor cap and rotor, and change the oil and oil filter, all free of charge to you.

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1. If your vehicle fails a state Smog Check, or the Malfunction Indicator Lamp comes on (the amber Check Engine light on the instrument panel), take your vehicle to a Honda dealer. Under the terms of the warranty extension, the dealer will repair any emissions-related problem free of charge (including diagnosis, parts, and labor). You should maintain your vehicle according to the maintenance schedule in your Owner's Manual. This schedule is designed to keep your vehicle's emissions control systems functioning properly.
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If you have any questions about this notice or your emissions warranties, please call the American Honda Consumer Affairs Department at (800) 999-1009.

Sincerely,

**AMERICAN HONDA MOTOR CO., INC.**  
Honda Automobile Division

2005, 2006, 2007

## **Emissions Warranty Extension and Free Service Reminder**

Dear Honda Owner:

In 1998, Honda entered into an agreement with the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). The reason for this agreement was an assertion by the EPA and CARB that there is a technical problem with your Honda's On-board Diagnostic system (OBD) that causes it to not comply with the Federal Clean Air Act and California regulations. OBD is a required part of your vehicle's computer system that monitors the functions of the emissions control system.

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1. The Federal Emissions Warranties (in all states but California) and the California Emissions Warranties were extended to 14 years from the date your vehicle was first sold, or 150,000 miles, whichever comes first.
2. When the vehicle has between 50,000 and 75,000 miles, the Honda dealer will inspect your vehicle's emissions control system free of charge. Any repairs or replacements needed to make the emissions control system fully functional will be done free of charge, including all parts and labor.
3. When the vehicle has between 75,000 and 150,000 miles, the Honda dealer will again inspect your vehicle's emissions control system and make any needed repairs or replacements free of charge. In addition, the dealer will replace the spark plugs, ignition wires, distributor cap and rotor, and change the oil and oil filter, all free of charge to you.

### **What You Should Do**

1. If your vehicle fails a state Smog Check, or the Malfunction Indicator Lamp comes on (the amber Check Engine light on the instrument panel), take your vehicle to a Honda dealer. Under the terms of the warranty extension, the dealer will repair any emissions-related problem free of charge (including diagnosis, parts, and labor). You should maintain your vehicle according to the maintenance schedule in your Owner's Manual. This schedule is designed to keep your vehicle's emissions control systems functioning properly.
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We are sending this notice to encourage you to take advantage of the one-time 75,000-150,000 inspection and parts replacement offer detailed above. Because your Honda is approaching nine years old, it, on average, should fall within that mileage range. If your vehicle still has less than 75,000 miles, and it never had the 50,000-75,000 mile emissions control system inspection, please have it done at your convenience.

If you have any questions about this notice or your emissions warranties, please call the American Honda Consumer Affairs Department at (800) 999-1009.

Sincerely,

**AMERICAN HONDA MOTOR CO., INC.**  
Honda Automobile Division

2005, 2006, 2007

## Emissions Warranty Extension and Free Service Reminder

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### What You Should Do

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Sincerely,

**AMERICAN HONDA MOTOR CO., INC.**  
Acura Automobile Division

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SAVANNAH GA 31406

If the information on this card is not correct, please check the appropriate box and complete all entries below.

- ☐ Name or address has changed
- ☐ I no longer own this automobile. It was:
- ☐ Sold (print name and address of new owner below, if known)
- ☐ Exported
- ☐ Destroyed
- ☐ Stolen
- ☐ I do not own a Honda automobile.
- ☐ The Vehicle Identification Number on this card is incorrect. The VIN of my Honda is:
- 
- Please print the correct information below.

**Please print the correct information below.**

LAST NAME															FIRST NAME															INITIAL									
ADDRESS: NUMBER															STREET NAME																								
CITY																				STATE										ZIP									

APQ 16062 (9308)

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AMERICAN HONDA MOTOR CO INC  
PO BOX 2215  
TORRANCE CA 90509-9869



June 1998

## **Emissions Warranty Extension and Service Campaign**

Dear Honda Owner:

The purpose of this letter to inform you of an important change in your Honda's emission warranty coverage, a special vehicle inspection, and a free one-time service offer. These remedial actions are designed to maintain the emission control system and performance of your vehicle.

### **What is the reason for this notice?**

Honda recently agreed to a settlement with the U.S. Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). This settlement concerns a technical problem with your Honda's On-board Diagnostic system (OBD). OBD is a required part of your vehicle's computer system that monitors the functions of the emission control system.

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The concerns noted above do not affect the current operation, driveability, or safety of your vehicle. Rather, it involves a part of the emission system's diagnostic function. Specifically, the problem is limited to the detection of a misfire condition in your vehicle's engine. You are strongly encouraged to participate in the remedial actions offered in this letter. Participation will decrease the risk that your vehicle may fail an emission inspection test in localities where such tests are required, and will maintain the proper functioning of your vehicle.

### **Description of the Program**

#### **Extended Warranty**

To resolve the concerns noted above, Honda has agreed to extend the coverage for parts and repairs covered under the Federal Emissions Warranties (in all states but California) and the California Emissions Warranties. The coverage now becomes 14 years from the date of purchase or 150,000 miles, whichever comes first. This extension covers (a) any defect that has resulted in the illumination of the malfunction indicator light on your vehicle dashboard display; (b) any defect that has resulted or will result in your vehicle failing a required state or local emissions test approved by the EPA; and (c) any emission-related defect, including but not limited to defects in certain emissions-related parts. The Emission Warranty Extension is transferable to a new owner if the vehicle is sold. (Owners are encouraged to keep all maintenance records). If you have questions about this Emissions Warranty Extension please call the Honda Consumer Affairs Department at 1-800-999-1009.

This does not extend your New Car Limited Warranty.

This does not extend your Rust Perforation Limited Warranty.



Honda will also perform two special free-of-charge services.

**Additional services provided by Honda**

As part of the settlement, Honda has agreed to perform two services to your vehicle:

1. Honda dealers will inspect the your vehicle's emissions control system while it is in the mileage range of 50,000 to 75,000 miles. This inspection will ensure that your emission control system is performing properly. Any necessary repairs to the emission control system (including parts and labor) will be performed free of charge.
2. In the mileage range of 75,000 to 150,000 miles, Honda will replace certain emission components in your vehicle free of charge. These components include spark plugs, ignition wires, distributor cap, and rotor. A free oil and oil filter change will also be part of this one-time service, but remember—your vehicle is not eligible until it has reached 75,000 miles. At the time of this service, the OBD system will be inspected again and any necessary repairs performed free of charge. It is recommended that you have this one-time service performed in conjunction with the scheduled maintenance at 90,000 miles (refer to your owner's manual).

**What should you do?**

We strongly encourage you to take advantage of these additional services.

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**What to do if you feel this notice is in error**

This notice was sent to you according to the most current information we have available. If you no longer own the Honda referred to in this notice, or some information in this notice is incorrect, please fill out and return the included, postage-paid *Information Change Card*. This will help us to update our records.

**If you have questions**

If you have any questions about this notice, or you need assistance with contacting a Honda dealer, please call the Honda Consumer Affairs Department at 1-800-999-1009.

Sincerely,

**AMERICAN HONDA MOTOR CO., INC.**  
**Honda Automobile Division**

## **OBDII I&M Pilot Program**

Honda will conduct a pilot program to implement on-board diagnostics (OBDII) inspections in several State vehicle inspection and maintenance (I&M) programs. At the core of Honda's program is national and regional training on the use of on-board diagnostics in an I&M program. Honda will identify existing I&M programs that should participate in the OBDII implementation program. Honda will coordinate the training of emissions inspectors and the installation of appropriate equipment, and define procedures to evaluate Honda's Pilot program. A minimum of 4 states and up to 7 states will be included in the program.

The main goal of this project is to provide training and equipment to States who will be, or are contemplating, using OBDII as part of their I&M program. In addition, this project will identify and recommend solutions to obstacles that may impair successful implementation of an OBDII based I&M program. A final goal of this project is to collect data on the use of OBDII as part of an I&M program that will be valuable to States and other entities concerned about emissions from motor vehicles.

The overall objective of Honda's program is to provide car owner, service technicians, and States with better information to allow them to identify and fix malfunctioning cars that are emitting excess pollutants and thereby reduce overall air pollution.

### **ELEMENTS OF HONDA'S OBDII PILOT PROGRAM**

Honda will undertake the following actions as part of this project:

- a. Establish a pilot program in 4 to 7 states to check vehicle OBDII systems during I&M inspections, with an emphasis on States with decentralized programs. At least one of the pilot programs will focus on high mileage vehicles.
- b. As part of the pilot programs, provide OBDII training and equipment to State I&M personnel. Honda will utilize existing training programs, such as the ones developed at Colorado State University or Weber State University. At least one of the pilot programs will include the use of several different types of OBDII scan tools to allow a comparison of the usefulness of each tool.
- c. Collect data on each vehicle whose OBDII system is checked, including readiness codes, malfunction codes, temporary malfunction codes, repairs performed as a result of OBDII-detected emission control system malfunctions, and correlation data between OBD malfunction codes and tailpipe test failures.

- d. At the end of each pilot program, interview State I&M personnel regarding the success or failure of the program and suggestions for improving implementation of an OBDII check.
- e. Prepare a detailed summary document at the end of the project describing implementation of each pilot program, a summary of all data collected, and a summary of interviews with State I&M personnel, which can be used by States that wish to incorporate OBDII into their I&M programs.

### Establish Pilot Programs

Honda will validate the OBDII inspection proposal in a minimum of 4 and up to 7 programs. Honda will consider the following factors when selecting candidate I&M program areas:

- Type of network used to administer the inspections, i.e., centralized, where inspections are performed in high volume centrally located facilities or decentralized where inspections are performed in licensed private garages;
- Test procedure used to inspect vehicles. Tests include:
  - 1. Transient tests such as the IM240 test;
  - 2. Steady state loaded tests such as the acceleration simulation mode (ASM) test;
  - 3. Two-speed idle tests; and
  - 4. Parameter inspection where no emission test is performed, but different parameters on the vehicle are inspected, such as presence of the catalytic converter, oxygen sensor connection, and connection of the carbon canister.

Honda will give highest priority to programs that are planning to implement OBDII inspections. Because a majority of the I&M programs are decentralized, Honda will give higher priority to these programs. Following is a list of candidates from highest to lowest priority:

- Vermont -- OBDII inspections planned.
- Oregon -- Centralized Transient Test that plans to add OBDII inspections.
- New York -- Downstate Program, decentralized Transient Test that plans to add OBDII inspections.

- New York -- Taxi Program, Centralized Transient Test - source of high mileage vehicles.
- Northern Virginia -- Decentralized ASM test.
- New Hampshire -- Parameter inspections planned.
- Pennsylvania -- Decentralized ASM test.
- Utah -- Decentralized ASM test.
- Georgia -- Decentralized ASM test.
- Arizona -- Centralized Transient Test.
- Colorado -- Centralized Transient Test.
- Wisconsin -- Centralized Transient Test.

The first pilot program area will be an existing decentralized safety program that plans to add OBDII checks in the future to meet EPA's I&M requirements, e.g. Vermont or New Hampshire. Concurrently, Honda will implement OBDII inspections in a sophisticated program, e.g. Oregon. The first choice for the next two pilot areas will be the new program in the New York Metropolitan Area that intends to perform IM240 tests (using the NYTEST inspection protocol), and the centralized New York taxi I&M program that is operated by the Taxi and Limousine Commission will be another candidate. The New York taxi inspection program provides an opportunity to evaluate OBDII inspections on high mileage 1996 and newer model vehicles.

Honda will implement OBDII inspections in a minimum of 5 stations in each decentralized program:

- 2 relatively high volume test-only stations;
- 1 automotive dealership; and
- 2 test-and-repair facilities.

As the project proceeds, Honda will include additional decentralized and centralized programs as funds permit. These candidates include the following locations:

- One of the existing decentralized ASM programs. Candidates include Northern Virginia, Pennsylvania, Utah (Salt Lake County), and Georgia.
- A centralized contractor operated program that uses the IM240 test. Candidates include Arizona, Wisconsin and Colorado. Contractor operated programs generally use lower paid personnel than state operated programs and, therefore, may present challenges from a training stand point. The centralized ASM programs in Connecticut and Florida also are possible candidates.

- A basic decentralized I&M program. Candidates include decentralized I&M programs being performed in Utah County, Utah; Albuquerque, New Mexico; and North Carolina.

### **Training of Emissions Inspectors and Installation of Equipment**

Honda will arrange for training of emissions inspectors in the candidate I&M programs. The following specific activities will be performed in each state that participates in the program:

- Establish training curriculum;
- Train instructors responsible for training;
- Train inspectors that will participate in the pilot program;
- Administer qualification tests; and
- On-site testing and certification.

Honda will subcontract organizations that have experience with training I&M inspectors. Candidate organizations include, but will not be limited to, Colorado State University and Weber State University.

Honda will install test equipment for OBDII inspections. Honda will subcontract system integrators to integrate OBDII scan tools into laptop data collection computers. OBDII inspections will be piloted in two I&M areas at a time. At the end of the test period, equipment will be transferred to the next two areas. Therefore, Honda may provide at least two sets of OBD scan tools and data collection devices. One set will consist of at least 3 different scan tools.

### **Collect and Store Data**

Honda will have responsibility for the overall collection and storage of data from the program. Data will be collected on the following, at a minimum:

- readiness codes;
- hard malfunction codes;
- temporary malfunction codes;
- repairs; and
- emission results.

Data will be collected for 4 months in each pilot program area. Every week, participating stations will transfer test results via modem, or they will express mail data disks.

During the pilot program, Honda will coordinate quality assurance (QA) activities related to OBDII inspections. These activities will provide data to evaluate the competence of inspectors in performing OBDII inspections. QA activities will include frequent data review to identify improper testing and/or fraud.

At the end of the program, inspectors and/or State I&M personnel participating in the pilot program will be interviewed to obtain feedback on the success (or failure) of the program and suggestions for improving the implementation of OBDII checks.

### **Analyze Data Collected In the Program to Evaluate the Effectiveness of Training Programs and Recommend Improvements**

Honda will analyze the data and prepare reports for the interested parties. A detailed report will be prepared describing implementation of each program, a summary of data collected, and a summary of interviews with State I&M personnel and others involved with the program. The reports will include assessments of the effectiveness of OBDII training programs. Results of audits will be discussed, and recommendations will be presented. Specific recommendations will be prepared for States that plan to incorporate OBDII inspections in their programs. Where data are available, Honda will present correlations of OBDII inspection results with I&M emission test results.

### **ESTIMATED COST AND SCHEDULE**

Table 1 presents estimated costs for this project. This project is estimated to cost \$1,000,000. OBDII inspections will be implemented in a minimum of four and up to seven I&M programs. The actual number depends on on-site costs and amount of support provided by participants.

Table 2 presents the schedule for this project. Piloting OBDII inspections in 4 programs will be completed 2 years after initiation. Initiation of this project will occur 60 days after entry of the Consent Decree. The cost estimate and schedule assumes that data will be gathered for 4 months at each location and that at a given time, two pilot programs will be operated. When testing is terminated in a given area, the scan tools and data recording equipment will be transferred to the next pilot area. At the end of the pilot program, one program will be allowed to keep the scan tools and data recording equipment.

**Table 1. Estimated Cost**

1. Select State Programs, Develop Training Program, Define OBDII Inspection Protocol and Data Collection Methods	REDACTED*
Select I&M programs	
Develop Training Program	
Define Vehicle Selection Protocol	
Define Test Protocol	
Define Data Collection & Analysis Methods	
Define Reports	
2. Conduct Training	REDACTED*
3. Install Equipment	REDACTED*
4. Data Collection, Analysis, & Reporting	REDACTED*
<b>TOTAL</b>	REDACTED*

\* Unredacted version to be submitted under seal.

Table 2. Schedule

Schedule			
1	Select State Programs, Develop Training Program, Define OBDII Inspection Protocol and Data Collection Methods	0	5
2-3	Conduct Training and Install OBDII Equipment in First Two Programs -- One Decentralized and One Centralized	5	7
4	Complete Data Collection on OBDII Inspections in First Two Programs	7	11
2-3	Conduct Training and Install OBDII Equipment in Two Additional Decentralized Programs	11	13
4	Complete Data Collection on OBDII Inspections in Two Additional Decentralized Programs	13	17
2-3	Conduct Training and Install OBDII Equipment in Additional Decentralized Programs <sup>1/</sup>	17	19
4	Complete Data Collection on OBDII Inspections in Two Additional Decentralized Programs <sup>1/</sup>	19	23
4	Submit Final Report	17	21 <sup>2/</sup>

<sup>1/</sup> Additional I&M programs will be included within budget.

<sup>2/</sup> Or 4 months after completion of data collection, if more than 4 pilot programs are conducted.



## Emission Warranty Program

Total Extended Emission Warranty Affected Vehicles

**1.7 million**

### Notification Schedule

Model Year	Model	Notification 1	Notification 2	Notification 3	Total Notifications Sent
97	Accord				
	Civic				
	Prelude				
	Oasis				
	Odyssey				
	CRV				
96	Accord				
	Civic				
	Prelude				
	Oasis				
	Odyssey				
	CRV				
95	Accord V6				
	TL 2.5				
	NSX				
Grand Total					

### Extended Emission Warranty Serviced

	Period ending September 98	Period ending March 98	Period ending September 99	cont. every six months	Total Affected
Total Affected Vehicles Serviced					

# Affected Vehicles	Failed Part Number Description

### Emission Maintenance Program

	Period ending September 98	Period ending March 98	Period ending September 99	cont. every six months	Total Affected
Total Affected Vehicles Serviced					

### Repair Description of Emission Maintenance Warranty Vehicles

50-75 K	75-150K	Failed Part Number Description

## O.B.D. REPORT LA1001

VIN	OWNER NAME	ADDRESS	CITY	STATE	ZIP	MAIL DATE #1	MAIL DATE #2	MAIL DATE #3
IGCF854XWA000887	WARD, JEFFERY	832 SHANWOOD AVE	AKRON	OH	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA000890	SHAMMAS, LINDA	122 S. ROSEMONT	DALLAS	TX	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA000906	CHERENKO, BARBARA	RT3BOX243A	BONHAM	TX	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA000923	RUTKOWSKI, STACY K	1326 ALA PAI STREET #20	HONOLULU	HI	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA000937	BITTMAN-HOBBS, LEE	P.O. BOX 934	PUYALLUP	WA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA001666	STINE, ROXANN M	611 KINGLET ST	SUISUN	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA001683	COLANGELO, LYNO	2027 GLENVIEW TERRACE	ALTADENA	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA001697	PARRY, BARBARA	8880 VILLA LA JOLLA DR	LA JOLLA	CA	CF854	01/01/98	02/01/98	03/01/98
IGCF854XWA001702	COLMERNERO, PHILLI	920 DONLON AVE APT D	OXNARD	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA001716	HOWARD, PHILLIP	7813 KAMLOOPS DR	BAKERSFIELD	CA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA007189	MCCULLOUGH, LENNDY	511 AVACADO	CAMARILLO	CA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA007192	ALVARADO, MOISES	14060 HILLCREST DR	FONTANA	CA	CF854	01/01/98	02/01/98	03/01/98
IGCF854XWA007208	WINDER, CYNTHIA	424 FURNACE DOCK RD	CORTLANDT MANOR	NY	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA007211	RHODES, LARRY	1790 ELLIS ST APT 10	CONCORD	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA007225	PELTON, DENISE	9207 CATTARAUGUS	LOS ANGELES	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA007418	OBEJI, CATHY A	2067 ESTRELLA CT	PALMDALE	CA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA007421	MANLOVE, NATHAN A	10 KING ARTHURS HIGHWAY	NEWINGTON	CT	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA007435	TAFERE, MALISSA	16837 PRESIDENT DR.	SAN LEANDRO	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA007449	PEREZ, DENISE R	2300 S. LEWIS #40	ANAHEIM	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA007452	MARANVILLE, LAWREN	151 CALIFORNIA CT.	MISSION VIEJO	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA007466	YAMAZAKI, TOMOMI	1506 S. JELLYCK #6	ROWLAND HEIGHTS	CA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA012229	COOPER, REBECCA	1024 N "M" ST	TACOMA	WA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA012232	FREEMAN, JEREMY	2149 EAST DEER RUN DRIV	SOUTH WEBER	UT	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA012246	CARR, JAMES M	743 SEMINOLE ROAD	MELROSE	FL	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA012263	LOPEZ, RAUL	9342 W OAKRIDGE	ST JOHN	IN	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA012943	PHAN, HUNG M	215 N. MILTON DR	SAN GABRIEL	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA012957	DVINSKY, ANNA	300 HANOVER CENTER RD	ETNA	NH	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA012960	COSSETTE, CAROL	HCR 66 BOX 242	HOWLAND	ME	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA012974	JAMANILA, TERESITA	8119 LAUREL CANYON AVE	NORTH HOLLYWOOD	CA	CF854	01/01/98	02/01/98	03/01/98
IGCF854XWA012988	JOHNSON, RONALD	1149 ARAQUIPA CT	VACAVILLE	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA021528	MCLEOD, EILEEN	24712 148TH AVE E	GRAHAM	WA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA021545	DREWS, HALINA	6904 KEATS COURT	DERWOOD	MD	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA021559	MALCOLM, HENRY W	2512 POPLAR DR	BALTIMORE	MD	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA021562	SCEARCE, JAMES M	6617 LAKE SHORE DR	HICKORY	NC	CF854	01/01/98	02/01/98	03/01/98
IGCF854XWA021707	ROBINETTE, LISA	6738 E SANDRA TERRACE	SCOTTSDALE	AZ	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA021710	MADISON, TIFFANY	1113 FENIMORE ST	WINSTON SALEM	NC	CF854	01/01/98	02/01/98	03/01/98
IGCF854XWA021724	KING, LINDA N	11981 BELLAIRE ST H	THORNTON	CO	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA021738	APP, AMY S	10326 LEWIS DR.	DAMASCUS	MD	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA028608	PORTMAN, DOUGLAS K	76 FIELD STREET	TAUNTON	MA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA028611	ZHANG, WEIHUNG	20800 VALLEY GREEN DR 4	CUPERTINO	CA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA028639	ZALDIVAR, CESAR A	1324 SHELBY DR	FAIRFIELD	CA	CF	01/01/98	02/01/98	03/01/98
IGCF854XWA028642	SPOHR, AARON	4232 FRONTERA DR	DAVIS	CA	CF854	01/01/98	02/01/98	03/01/98
IGCF854XWA040533	NGUYEN, THANH V	2907 WISTERIA PL	SANTA ANA	CA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA040547	WONG, CONNIE L	1032 RIVERA STREET	SAN FRANCISCO	CA	CF854	01/01/98	02/01/98	03/01/98
IGCF854XWA040550	MALDONADO, FRINEE	11136 CREWE ST	NORWALK	CA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA040564	GONZALEZ, TERRI	155 DESCHUTES AVE.	VENTURA	CA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA040578	CAMBIANICA, JIM	1884 RICE RD	OJAI	CA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA040581	PETERSON, GYNN K	450 ASBURY ST.	HAMILTON	MA	CF85	01/01/98	02/01/98	03/01/98
IGCF854XWA053539	HANSEN, STEVEN	7630 NORCONK	BEAR LAKE	MI	CF854	01/01/98	02/01/98	03/01/98
IGCF854XWA053542	CHRISTIANSEN, TROY	14133 SW LIDEN DR	TIGARD	OR	CF85	01/01/98	02/01/98	03/01/98