

Mr. Mike Cox, Attorney General
Consumer Protection Division
P.O. Box 30213-7713
Lansing, MI 48909

January 9, 2008

CL-10216 104-5119

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Dear Attorney General Mike Cox,

We are seeking your assistance in the failure of Daimler Chrysler to correct warranty problems for a brand new 2008 Winnebago View WD524H. We haven't had success in getting our Winnebago View repaired over the past 71 days and have repeatedly been told that **no fuel tank supporting a generator connection is in existence**. How any manufacturer does not have a 'fuel tank with generator connection' for an RV that they're responsible for building is beyond our understanding. Especially since these RV's are continually being produced! Daimler Chrysler has sent fuel tank parts twice that are not appropriate for the Winnebago (lacking connection to the generator). Exactly, how is the part being produced for those that have been manufactured if Daimler Chrysler can't produce it? This part is warrantied by Daimler Chrysler, headquartered in Michigan so we are contacting you for help. George Bonanski (sp?) at Daimler Chrysler considered the lack of a fuel tank appropriate for the Winnebago to be an 'insignificant problem' and didn't support replacement of the RV as we requested. We continue to pay for a vehicle that broke down within 111 miles of new ownership; it sits in a Winnebago authorized repair facility 60 miles from our home since October 31st.

In our letter to Daimler Chrysler on November 21st, we sought corrective action by December 13th this has been denied by Daimler Chrysler and Winnebago. These two corporations point fingers at each other or 'anywhere' to avoid taking responsibility. The warranty should dictate!

We seek a brand new 2008 Winnebago View H replacement with the same features and amenities as the original purchase, and:

- a) DMV or insurance adjustments made by LaMesa RV without further expense or inconvenience to us,
- b) reimbursement for the past 3 months of: storage fees (\$204.85), paid insurance premiums (\$167.25), Sirius Satellite radio/TV payments (\$60.00), and loan payments of (\$1882.50)
- c) \$132.24 as would have been earned on \$9,500 @ 4.64% interest rate (from our savings account withdrawal upon RV purchase) and \$157.35 for the 10.49% interest rate on credit of \$5000 down from October 7th,
- d) 2 full tanks of gas for replacement RV (\$162.50) from LaMesa RV
- e) \$25 gift card to replace cell phone charger from LaMesa RV
- f) 3 months of Sam's Club and Camping World recreational memberships prorated (\$16.25) from date of membership to delivery of new or repaired RV
- g) Postage associated with letters to Winnebago, Daimler Chrysler (certified), CAP-RV, and LaMesa RV (\$9.48)

We expect the above compensation from Daimler Chrysler with a new, fully working replacement Winnebago View WD524H and extension of all warranties to begin on date of delivery of such new replacement. **If this does not happen this month, we want our full purchase refund (including taxes, licensing,**

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interest, etc.) plus \$2,500 in lost expenses. We purchased an 'extended warranty' with this brand new motorhome (total price \$88,724.92 before interest). To date, any promised warranty is fraudulent; it hasn't been honored in any form.

We will provide supporting documentation to claim associated costs (with exception of .41 stamps purchased for previously mailed letters) upon resolution. Chronology of our experience plus the warranty in question is attached.

Your assistance in this matter is greatly appreciated. We can be reached at [REDACTED]
[REDACTED] if you have any questions.

[REDACTED]

Fairfield, CA [REDACTED]

cc: Daimler Chrysler, P.O. Box 21-8004, Auburn Hills, MI 48321-8004
Tom Miller, Iowa Attorney General (re: Winnebago Industries)
Winnebago Industries, Owner Relations Dept., 605 W. Crystal Lake Rd.,
P.O. Box 152, Forest City, Iowa 50436
LaMesa RV, Terry Bridgewater, 5200 Chiles Rd., Davis, CA 95618
LaMesa RV, Javier Carlos, 7430 Copley Park Pl., San Diego, CA 92111
✓ Office of Defects Investigation, U.S. Dept. of Transportation, NHTSA,
400-7th St., SW, Washington, D.C. 20590

10/31/07 Original gas tank ordered by Auto West wasn't the right one when received. It didn't have an adapter for the generator.

11/2/07 I went online to the Winnebago website to find out how to contact customer service. The site said to call first so I called 800-537-1885 and spoke to Troy. He said that W wasn't responsible for the problems we were having. That their drivers were professional and would have reported a problem and that what happens after delivery isn't an issue for them. I was told to call Dodge regarding engine issues and I called 800-992-1997. That automatically referred me to Chrysler at 800-521-9922. I spoke to James and he referred me to Winnebago Customer Relations again. I then spoke to Steve who insisted that there wouldn't be need for a fuel tank to be replaced (though Auto West said that was needed). Steve said the fuel tank doesn't have an adapter going to the generator and that Auto West was in error. I told him that what Auto West was doing was specific to the problem they identified. Steve was quite indignant and non-helpful nor interested in resolving the matter.

I spoke to Matt Kelly who called from LaMesa, he said they'll do what's needed to make things right. And, that I was to stop in after RV is fixed for wash & tank of gas. I Told him what all had happened to sate. He said some things may get by them but they want to maintain their good reputation.

11/11/07 Terry Bridgewater, General Sales Manager of LaMesa called & advised that we needed to visit with him when we get the motorhome back. That he would make things right; gas as requested and detailing + inspection and another walk through with him personally.

11/15/07 Robert Towe at Auto West has been given a new part number today & Chrysler said that tank is on back order. It's being noted as 'off-road' so that is supposed to make it a priority order.

I called Terry Bridgewater at La Mesa RV and asked for him to do something—having owned this RV for 1 month now, we can't use it nor can we expect to see it anytime soon though we've fully paid for cost of a new RV out-of-pocket and have nothing to show for it. He's to call us back in 1-2 hours. He called back around 4:30 and said he'd have another person (from Winnebago) on the line tomorrow a.m. to discuss solution and action needed.

11/16/07 At about 9:30, Terry called & then got Javier Carlos on the line from Winnebago. Javier will get onto this and wants me to call him @ 10:30 if I don't hear from him first (he has a meeting to go to first).

I spoke to Javier around 10:30 and he said he's working with a couple of high level W contacts. He offered to loan us an RV if we'd like to have one for Thanksgiving week (as we'd earlier hoped for). And, though the part isn't available, they'd work on getting it to fix our RV. He said he'd be sure we're compensated for the losses we incur associated with this whole ordeal. He'd get back to me on Monday with an update.

11/19/07 Javier called and said they haven't been able to find a part anywhere but there 'must be one somewhere'. He said he spoke to Troy who 'didn't recall saying what he said about the part Auto West ordered being incorrect'. In any event, Javier said he'd be in contact when he has news for me. He continued the offer to have a loaner RV if we need to take a trip sometime prior to getting our RV back.

11/20/07 I called Chrysler Service Contract line at 800-521-9922 and spoke with Rhonda. She's looking into locating the part and has a part number. She'll be calling Auto West to speak with Terry (as Robert is off today) and will call me back with info. I'd also spoken with Terry earlier today and got the official mileage as 2111 and he's sending the 'incomplete' work order copy to us by mail. I also spoke to Javier this morning and he said to send him a copy of the November 20th letter I just composed for corrective action being sought. I never heard back from Rhonda.

I spoke with my husband and the following is what we require for corrective measures at this time:

No later than December 13, 2007, from LaMesa RV, if our purchased RV is not repaired and delivered to us in 'new, perfect condition, a brand new (replacement) 2008 Winnebago View H,

same amenities as the one originally purchased with any DMV or insurance adjustments to be made by LaMesa RV with no outlay of expense by us.

Reimbursement for 2 months of storage fees, paid insurance premiums, Sirius Satellite radio/TV payments, and loan payments as paid for the RV we 'should have had'. Actual 'interest that would have been earned on \$9,500 (from our savings account that was depleted upon RV purchase)' and 'interest charges to credit card used on \$5000 down' October 10, 2007. 2 full tanks of gas for new RV, a \$25 gift card to replace cell phone charger, and 2 months membership fees with Sam's Club and any other recreational membership that started prior to date of new RV delivery.

If the RV we purchased is repaired and delivered to us prior to December 13, 2007, compensation for all items above that are underlined are still due as corrective compensation for the losses we've incurred.

12/13 Called CAP-RV after getting a letter that our claim isn't eligible for the program. Contact at CAP-RV said that Daimler Chrysler doesn't participate in CAP-RV and that they don't respond to any complaints except via litigation. She's to call back 12/14.

12/14 Troy from Winnebago said the part for Sprinter is coming from overseas in a few weeks. None are built here. I told him we want a new RV then. He replied that Dodge is responsible, not Winnebago. Didn't the dealer explain the warranties for 'house' and 'coach'? He said that W wouldn't replace RV and that Auto West actually damaged the tank on removal. That was why it needed to be replaced. I told him if we'd gotten the RV new and working as required, this wouldn't have all occurred so it's still Winnebago's issue since the W driver coming out west should have reported the problem to start with. He said if it goes to court, they'll just go after Auto West. He said that the sensing unit has been replaced and the RV can be driven. What doesn't work is the cab free heater or generator. There's no drop to hook up the generator.

I told him how the W 'tow' also had gotten the RV filthy with grease and it's been long enough it's likely not going to come clean. The whole situation is just disgraceful and Winnebago needs to make it right. He said it's not.

I asked for the name & # of his contact at Dodge, he said he could give me the name (only dealers can talk to this person). General # is 800-992-1997. Then, he said 'George' doesn't accept calls from customers.

I asked for a recap of what he (Troy) has said in writing.

Right afterward, Javier called and said he'll get a new RV replacement from Winnebago, this has gone on long enough. He's making calls to the 'top' and it'll take 2-3 business days for it to be arranged. (December 12).

Javier called back again and asked about the sensing unit being installed and it's drivable, did I know about it? I said I heard that, but that the cab free heater and generator don't work, per Troy. I wanted the RV working fully for why we purchased it. Right now it's essentially just an SUV. I told him how Troy said Auto West damaged the fuel tank on removal and that W would go after Auto West if it goes to court. Javier asked me what our monthly payments were, I told him \$627.50. He said 'okay' and he'd talk with me later.

I called Robert Towe who said he heard Feb-Mar before part will arrive. I asked if he knew about any damage to the fuel tank? He said no but I could talk with Brian. I asked Brian and he said that upon removal of the tank there's a fracture in a fitting on top of the tank for the vent and impossible to tell whether it was there from the start or occurred in removal of tank. I asked him what he'd recommend as a solution. This is just an SUV without the generator, etc. He suggested a replacement RV or to get an RV

from LaMesa to obtain the fuel tank part needed and insert it into our RV to resolve the non-existent part problem.

I called and relayed this info to Javier. He said he's in conference calls about our RV problem. And, he's asking Winnebago to make a few months payments for us too.

12/10/07 George Bomanski from Chrysler called and said the problem isn't significant since a fuel tank (albeit without generator connection) was installed. The correct part is coming from Germany is on the way and expected before the holidays (differs from Auto West, Robert, saying Feb-Mar). I said we've waited 6 weeks and I finally hear from him but that we didn't purchase an SUV and have been more than patient. That we're out \$2200, have nothing for Christmas, couldn't make my brother's memorial service, and don't have a working RV as purchased. That the 12/13 date of getting a new replacement RV or ours fully functioning are the two options they must choose from. He said it doesn't meet a 'major' flaw criteria so doesn't call for eligibility to replace and that taking an existing tank out isn't an option due to hazardous fuel already in existing tanks. I told him that it does meet eligibility to replace - it's been down for over 30 days and is not a working RV as we purchased and are paying for. George wouldn't support replacement, I was upset and told him if he were in my shoes, he'd certainly see differently. I said I appreciated his call and goodbye....no point in continuing the conversation since he clearly wouldn't do anything for us to be in a working RV. (During the call, I'd compared what we have to him going to a store and buying a steak to find out it was really 70% hamburger....he'd be back there for a steak replacement and nothing less.)

12/12 Javier called & said things were a bit complicated but that Daimler Chrysler now said the part will be in this coming Monday and fixed on Tuesday. DC is willing to make a couple months of payments and Javier will also ask Winnebago to make some adjustments for us. Was that okay with us? I said yes.

12/18 I called Auto West and spoke to Terry who said that the wrong part was sent again. He spoke to Javier around 10:30 a.m. and advised him also. Terry thought perhaps Winnebago has modified the tank so anything being sent by Daimler Chrysler isn't correct for the RV. I said I would be requesting a new RV since this has gone on way too long. Terry agreed that's quite appropriate.

12/18 I called Javier and he confirmed that he knew the wrong part came in again and that he had a face-to-face meeting with the Winnebago rep today about my situation. He'd hoped it would be good news and that a couple payments would also be made to offset this mess. Since there's no part, there's no payments nor any ETA for any possible part, being they aren't in existence. I said I've lost faith entirely in any promises by Winnebago or Daimler Chrysler. I demanded either a new replacement RV this week or our money back plus corrective adjustment. Also, I mentioned if we get a replacement, I'm not sure I'd want another Winnebago after this disastrous experience. Perhaps another manufacturer is better. Javier said he'd have a decision within 24-48 hours for us.

(Javier called later to say nothing would occur before the end of the holidays.)

1/7/08 We went up to AutoWest to get more personal items out of the RV. We asked Terry for a photo of the fuel tank. He said the old one had been reinstalled in the RV since the 'parts' sent were never correct (missing the generator drop from the fuel tank) so a photo wasn't presently possible. We provided him with a complaint form to have Brian (service manager) complete for us (to send to the NHTSA regarding defective part and RV).

1/9/08 I'm mailing letters to seek a new replacement RV and lost costs to be recouped OR all money back including lost costs to date. I was advised today that State Attorney Generals over corporations within their states will provide assistance for situations like ours. Cc's also are going to everyone involved to date and to the NHTSA, Defects Investigation address.

*Per Terry @ Auto West on 1/7/08,
the old fuel tank is back in the RV (it has
a fracture as recorded on 12/12/07)*

2. What's Covered Under DaimlerChrysler's Warranties

2.1 Basic Limited Warranty

A. Who Is Covered?

You are covered by the Basic Limited Warranty if you are a purchaser for use of the vehicle.

B. What's Covered

The Basic Limited Warranty covers the cost of all parts and labor needed to repair any item on your Sprinter vehicle when it left the manufacturing plant that is defective in material, workmanship or factory preparation. There is no list of covered parts since the only exception is tires. You pay

WHAT'S COVERED UNDER DAIMLERCHRYSLER'S WARRANTIES

nothing for these repairs. These warranty repairs or adjustments — including all parts and labor connected with them — will be made by your dealer at no charge, using new or remanufactured parts.

C. Items Covered by Other Warranties

The following are covered by separate warranties offered by their makers. They are not covered by the Basic Limited Warranty:

- tires; or
- items added or changed after your Sprinter vehicle left the manufacturing plant, such as accessories or protection products, or items changed because of customization or van conversion (except genuine DaimlerChrysler / MOPAR accessories designed for Sprinter, and installed by an authorized Sprinter dealer).

WARRANTIES REQUIRED BY LAW

Emission Warranties Required by Law

Basic Emission Warranty - Gasoline Passenger Duty Vehicle

Parts Covered for 2 Years or 24,000 Miles
Federal law requires DaimlerChrysler Motors
Company LLC ("DaimlerChrysler") to warrant the
following emissions parts for 2 years or 24,000
miles, whichever occurs first. DaimlerChrysler
warrants all of these parts under the Basic Limited
warranty for 3 years or 36,000 miles, whichever
occurs first.

I. Air Induction:

Air cleaner housing
Intake air ducts
Intake manifold
Intake air valve
Variable intake system
actuator

Variable intake system
switching valve
CMP actuator
Tumble flap actuator
Tumble flap actuator
switching valve

II. Fuel Metering System:

Fuel rail
Throttle actuator
Fuel pump
Fuel pump relay

Fuel injector
Fuel pressure regulator
w/integrated fuel filter

III. Ignition System:

Spark plugs
Ignition coil

Ignition cable

IV. Position Crankcase Ventilation:

Oil filler cap

V. Fuel Evaporative Control:

EVAP canister
EVAP purge valve
OBD II valve
Fuel filler cap

Fuel tank assembly
Fuel tank pressure sensor
Fill pipe

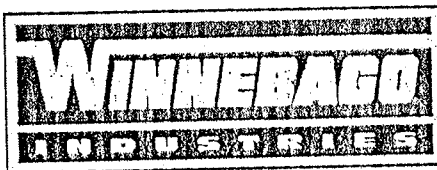
VI. Secondary Air Injection Sys.:

Electric AIR injection pump
AIR injection pump relay
(AIR)
AIR control valve

AIR switching valve
Vacuum check valve

VII. Exhaust:

Exhaust manifold

2008 NEW VEHICLE LIMITED WARRANTY
WINNEBAGO INDUSTRIES, INC.WARRANTY COVERAGE TO OWNER

Winnebago Industries, Inc. of Forest City, Iowa, ("Winnebago") warrants each new Winnebago and Itasca motor home to the owner for recreational use in the U.S.A. and Canada as follows:

BASIC LIMITED WARRANTYWINNEBAGO'S RESPONSIBILITY

Any part of the vehicle subject to this warranty that is found to be defective in material or workmanship under normal use and maintenance will be repaired or replaced at Winnebago's option without charge to the customer for parts or labor upon notice of the defect.

WARRANTY PERIOD

The basic Warranty Period is 12 months or 15,000 miles (24,135 kilometers), on the odometer, whichever occurs first. The Warranty Period for all coverages begins on the date the vehicle is delivered to the first retail purchaser or first placed in service as a demonstrator or company vehicle.

ONLY WARRANTY

This limited warranty is the only warranty made or authorized by Winnebago. Winnebago makes no other promises, representations or warranties concerning the vehicle or other matters set forth herein. Winnebago does not authorize any person to create for it any other obligations or liability in connection with this vehicle.

DEALER'S REPRESENTATIONS EXCLUDED

Winnebago shall not be bound by any undertaking, representation, or warranty made by any dealers selling its product to any purchaser of its products.

EXCLUSIVE REMEDY

THE PERFORMANCE OF REPAIRS IS THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY OR ANY IMPLIED WARRANTY. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THIS VEHICLE ARISING BY WAY OF STATE LAW IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY AS HEREINBEFORE OR HEREINAFTER PROVIDED.

LIMITATION ON LIABILITY

WINNEBAGO SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF TIME, INCONVENIENCE, OR OTHER CONSEQUENTIAL DAMAGE INCLUDING EXPENSE FOR GASOLINE, TELEPHONE, TRAVEL, LODGING, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR LOSS OF REVENUE.

Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

ITEMS NOT SUBJECT TO WARRANTY COVERAGE

Chassis, drivetrain and related components*

Wheels*

Tires*

Any other part or component covered by a written warranty issued by its manufacturer*

Service Items, such as Windshield Wiper Blades, Lubricants, Fluids & Filters

Adjustments

*These items are covered under the manufacturer's individual warranty.

ADDITIONAL EQUIPMENT NOT COVERED

Winnebago cannot and does not accept any responsibility in connection with any of its motor homes for additional equipment or accessories installed at any dealership or other place of business, or by any other party other than Winnebago. Such installation of equipment or accessories by any other party will not be covered by the terms of this warranty.

36 MONTH/36,000 MILE STRUCTURAL WARRANTY

At the expiration of the Basic Coverage and for the remainder of the period of 36 months or 36,000 miles (57,924 kilometers), on the odometer, whichever occurs first, Winnebago Industries warrants the following:

1. Structural defects of the subfloor, floor, and slide-out room assembly. Floor lamination failure and lamination failure of the subfloor panels and risers are covered by the structural warranty.
2. Body Thermo-Panel® Lamination of the sidewalls and backwall against delamination. Body Thermo-Panel® Lamination is the bonding of the exterior skin and the interior paneling to an insulating core material. Delamination (separation of layers) caused by other factors such as physical damage or failed sealants is not covered by this warranty.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Also, this warranty shall not apply to failures, damage or malfunctions resulting from normal wear, misuse, abuse, negligence, alteration, accident, fire, improper repair of the vehicle or failure to follow recommended maintenance requirements.

OWNER'S RESPONSIBILITY-CARE AND MAINTENANCE

It is the owner's responsibility to perform the care, maintenance and proper load distribution described in the operator's manual which accompanies your motor home. Any damage which results to your vehicle as a result of your failure to perform such duties, is not covered.

Damage to appearance items such as fiberglass, metal, paint, fabrics and trim, may occur during manufacturing or transporting. Normally, any factory defect or damage is corrected at the factory. In addition, dealers are obligated to inspect each vehicle upon delivery to them and prior to delivery to you. You should also immediately inspect appearance items and advise your selling dealer of any discrepancies. Damage and normal deterioration due to use and exposure is not covered by this warranty.

SECTION 1 - INTRODUCTION

View

OBTAINING WARRANTY REPAIRS

While any Winnebago Industries motor home dealer can perform warranty service, we recommend you return to the dealership that sold you your vehicle. If you are touring or have moved, contact any Winnebago Industries motor home dealer in the United States or Canada for warranty service.

If a part of the system covered by this limited warranty fails to function or requires service during the warranty period:

1. Promptly take the vehicle to the selling dealer for repair or inspection.
2. Written notice of defects must be given to the selling dealer and manufacturer.
3. If the dealer is incapable of making the repairs, request that he contact Winnebago Industries, Inc.
4. If, after the above steps are completed and the repair is not made, the customer should contact Winnebago Industries, Inc., 605 West Crystal Lake Road, P.O. Box 152, Forest City, Iowa 50436, Attention: Owner Relations Department (800-537-1885) and furnish the following information:
 - The complete serial number of the vehicle
 - Date of retail purchase
 - Selling dealer's name
 - Nature of the service problem, and a brief explanation of the steps or service the dealer has performed, and the results obtained. The customer may be directed to another dealer or service center for repairs to be completed, if such a dealer or service center is better able to complete the repair.

Winnebago Industries may, at its option, request the vehicle be returned to Forest City, Iowa for repair. If the customer refuses to allow repairs to be performed at the Forest City, Iowa facility, the warranty on that repair will be voided.

5. If after the above steps are completed and the repairs are not satisfactory, the customer may contact the Service Administration Manager of Winnebago Industries, and request a customer relations board meeting to resolve the problem. This action, however, is not mandatory.
6. Certain components are covered by warranties provided by individual component manufacturers. Please refer to the component's information supplied in the vehicle's InfoCase.

COMMENCEMENT OF ACTIONS

Any action for breach of The Basic Limited or Structural Warranty or any implied warranty shall be commenced within one-year after expiration of the warranty.

CHANGES IN DESIGN

Winnebago Industries, Inc. reserves the right to make changes in design and changes or improvements upon its products without imposing any obligation upon itself to install the same upon its products theretofore manufactured.

NEW YORK:

If your motor home has been repaired three or more times for the same nonconformity, defect, or condition, or if your motor home has been out of service by reason of repair for twenty-one days, Section 198-a of the General Business Law of the State of New York requires you to provide written notice by certified mail, return receipt requested, to Winnebago Industries or its authorized dealer before making any claim under that section of the law. If you do have problems with your motor home, you should provide written notice to Winnebago Industries at the following address:

Winnebago Industries, Inc.
605 West Crystal Lake Road
P.O. Box 152
Forest City, Iowa 50436

Attn: Owner Relations

CALIFORNIA:

Winnebago Industries participates in the Consumer Arbitration Program for Recreation Vehicles (CAP-RV). This third-party dispute resolution program is available, at no charge to you, to settle unresolved warranty disputes for recreational vehicles. This dispute resolution program reviews eligible product and service related complaints involving warranty covered components.

To find out more about the program, or to request an application/brochure, please call the Arbitration Administration office toll-free 800-279-5343.

The CAP-RV program operates as a certified mechanism under the review of the California Arbitration Certification Program. You must utilize the arbitration program before claiming rights conferred by 15 USC section 2310 (Uniform Commercial Code) or Civil Code section 1793.22(b) (Tanner Consumer Protection Act). You are not required to use the program if you choose to seek redress by pursuing rights and remedies not created by those laws.