

From: [Reid, Randy \(NHTSA\)](#)

Subject: FW: Consumer Complaint

Date: Tuesday, August 23, 2011 11:07:48 AM

Attachments: [BluebirdNHTSAfail080911.doc](#)
[VerdictFinal.pdf](#)

[REDACTED]
Sent: Tuesday, August 09, 2011 9:54 AM

Subject: Trial

I believe that you personally maybe somewhat trapped in the middle. The 450 LXi Wanderlodges should not be on the road. Most of them have very few miles and are now changing ownership to those uninformed and unaware of the risks. NHTSA may be involved in the next accident.

Information as to the trial outcome is soon to be released.

Respectfully,

[REDACTED]
[REDACTED]
Indian Shores,
Florida, [REDACTED]

August 8, 2011

Sir,

We were recently involved in a jury trial against Bluebird that was a direct result of the NHTSA recall. During that trial Bluebird used the Closing summary as an indication that the case was closed and that NHTSA approved of Bluebirds methods and demanded no further action. We knew that there was a NHTSA petition still open DP09006 and asked NHTSA to officially confirm that this was still open. NHTSA denied to confirm, stating that it was against agency policy. Not being allowed to show that NHTSA had a petition open was detrimental to our case.

There are real NHTSA policies and rules that are obvious and searchable. The "Safety Recall Compendium" is a guide for the Reporting, Notification and Remedy of Motor Vehicle and Motor Vehicle equipment in accordance with title 49 of the United States code, Chapter 301.

This prescribes that a safety defect or non compliance must be reported within 5 days and notification to owners cannot be over 30 days. Neither of these were enforced.

The facts are:

RR
082911
TGW

Bluebird knew of the overweight front axle issue in 2005 and although this went to several management meetings, it was ignored.

Bluebird sold the company without notification of the extent of the overweight issues and passed some liabilities to the purchaser.

In September, 2007, the two companies agreed that there should be a recall. This date is also declared in the original recall documents. There was no recall notification sent to NHTSA within the prescribed 5 days.

In October 2007, there was a fatal accident which caused Bluebird to take the responsibility of calling a recall. Still, no recall was declared until December, 2007.

The NHTSA rules dictate that there can be no sales of affected units once a recall is declared. In the delay from October to December 2007, Bluebird sold three 450 LXi's. One of these owners was given the recall notice as they took delivery.

The recall was written with devious intent of suggesting that defective tie rods were the cause of the recall. In fact and as indicated to NHTSA in February, 2008, the tie rods were not defective for the RV. They only had to be replaced as the RV was overweight and increased axle capacity was required. The defect was that the RV was unsafely overweight and this was admitted by Bluebird personnel.

The NHTSA rules indicate a maximum of 30 days to notify owners.

In February, NHTSA and Bluebird were informed that my 450LXi unsafely exceeded front axle maximums by 2400 pounds. I spent 2 weeks at the Bluebird facility in Riverside.

In March, there was another 450 LXi crash. This prompted the Recall amendment, the notification to owners and having my RV removed from the road.

There have been many safety and non compliance complaints by owners. And 17 to FTC.

There is no mention in the Recall of "Remedy Developments" about modification of the coach, including genset relocation, or the structural changes .

There is no mention of the removal of the front stabilization system and the resulting structural twisting of the coach and the inability to align the front.

There have been two separate trials, both with verdicts of fraud, deception, failure to honour warranties.

Documents were presented indicating that Bluebird considered lawsuits less expensive than a fix.

The placards are devious by omission. They appear to indicate the one side bay weight when in fact they are for both sides of the coach and include the segment above the floor, inside the coach. (fridge, pantry etc.). The maximums listed are with only 2 persons and ¼ water, not with the original certified 4 persons and full water. This is not indicated.

Steve Mitchell, owner of Parliament coach said their sales people do not comment weights, capacity and information about the placards unless they are specifically asked.

Excel data has been submitted to NHTSA showing that some "Repaired" coaches are overweight on the front axle with the standard of 4 persons on board with full water. Some coaches entered the modifications with less front loading than some of the "repaired" coaches.

The relocation of the genset and the reduction of load to the tag results in loading the drive axle to above DOT legal limits of 20,000 pounds.

NHTSA failed to demand or penalize Bluebird for not filing a safety recall within 5 days. The Recall document itself indicates that Bluebird knew of the defect in September 2007.

NHTSA failed to demand that owners be notified within the times required as per rules.

NHTSA failed to require any "Remedy Development" as required.

NHTSA failed to demand: "The performance and/or compliance of the remedy should be established prior to implementing the remedy campaign"

NHTSA failed to ensure that the "Recall remedy will perform satisfactorily", and was not informed of modifications to the remedy. NHTSA was informed many times of the failure of the remedy and of changes in standard, NHTSA accepted weighing procedures.

NHTSA continues to allow sales of these units without a valid recall remedy. NHTSA has been given weights and loading data that was supplied by Bluebird that shows that several RV's are unsafely over front GAWR with only full fuel, water and 4 persons. It has been shown that there are 450's without bay weight limit placards and being sold without the mandatory new compressor.

NHTSA has failed to respond to the unsafe removal of the only front stabilization system which causes the inability to properly align and causes abnormal and excessive tire wear.

At the trial Bluebird was found to be devious, deceitful, deceptive, manipulative and fraudulent. A previous ruling in Michigan also found Bluebird fraudulent and had not honoured warranties. Not reasonable traits for a supplier of school buses. The failure of NHTSA to enforce its rules and its failure to penalise offenders sets a weak precedent for vehicle safety.

[REDACTED]
Via email
[REDACTED]

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Bluebird sold the company without notification of the extent of the overweight issues and passed some liabilities to the purchaser.
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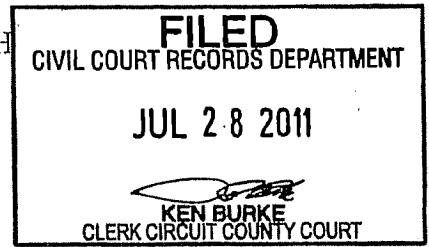
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[REDACTED]

Via email

[REDACTED]

IN THE CIRCUIT COURT FOR THE SIXTH
CIRCUIT OF FLORIDA, IN AND FOR
PINELLAS COUNTY, FLORIDA



ROSS MACKILLOP,

Plaintiff,

CASE NO.: 08-10912 CI

v.

PARLIAMENT COACH CORPORATION,
BLUE BIRD BODY COMPANY, and
BLUE BIRD CORPORATION,

Defendants.

VERDICT FORM

WE, THE JURY IN THE ABOVE CAPTIONED MATTER, return our verdict as follows:

1. Was there a breach of implied warranty on the part of Blue Bird Body Company that was a legal cause of loss to Plaintiff such that Plaintiff is entitled to revocation of acceptance?

[CHECK ONE BOX ONLY]

Yes

No

2. Was there a breach of implied warranty on the part of Blue Bird Corporation that was a legal cause of loss to Plaintiff such that Plaintiff is entitled to revocation of acceptance?

[CHECK ONE BOX ONLY]

Yes

No

3. Was there a breach of implied warranty on the part of Parliament Coach Corporation that was a legal cause of loss to Plaintiff such that Plaintiff is entitled to revocation of acceptance?

[CHECK ONE BOX ONLY]

Yes

No

If you answered "No" to questions #1, #2, and #3 then do not answer question #4 and proceed to question #5. If you answered "Yes" to any one of questions #1, #2, or #3 then proceed to question #4 below.

4. What is the total amount of damages which Plaintiff sustained as a result of the conduct which caused you to answer "Yes" to questions #1, #2, and/or #3?

[INSERT AMOUNT]

Direct Damages: \$ 630,528

Incidental and Consequential Damages: \$ 22,944.00

5. Was there a breach of implied warranty on the part of Blue Bird Body Company that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

6. Was there a breach of implied warranty on the part of Blue Bird Corporation that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

7. Was there a breach of implied warranty on the part of Parliament Coach Corporation that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

If you answered "No" to questions #5, #6, and #7 then do not answer question #8 and proceed to question #9. If you answered "Yes" to any one of questions #5, #6, or #7 then proceed to question #8 below.

8. What is the total amount of damages which Plaintiff sustained as a result of the conduct which caused you to answer "Yes" to questions #5, #6, and/or #7?

[INSERT AMOUNT]

Direct Damages: \$ 515,000

Incidental and Consequential Damages: \$ 22,944

9. Was there a breach of express warranty on the part of Blue Bird Body Company that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

10. Was there a breach of express warranty on the part of Blue Bird Corporation that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

11. Was there a breach of express warranty on the part of Parliament Coach Corporation that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

If you answered "No" to questions #9, #10, and #11 then do not answer question #12 and proceed to question #13. If you answered "Yes" to any one of questions #9, #10, or #11 then proceed to question #12 below.

12. What is the total amount of damages which Plaintiff sustained as a result of the conduct which caused you to answer "Yes" to questions #9, #10, and/or #11?

[INSERT AMOUNT]

Direct Damages: \$ 515,000

Incidental and Consequential Damages: \$ 98,472

13. Was there a breach of written limited warranty on the part of Blue Bird Body Company that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

If you answered "No" to question #13, then do not answer question #14 and proceed to question #15. If you answered "Yes" to question #13 then proceed to question #14 below.

14. What is the total amount of damages which Ross MacKillop sustained as a result of the conduct which caused you to answer "Yes" to question #13?

[INSERT AMOUNT]

Direct Damages: \$ 515,000

Incidental and Consequential Damages: \$ 98,472

15. Was there a deceptive and unfair trade practice on the part of Blue Bird Body Company that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

16. Was there a deceptive and unfair trade practice on the part of Blue Bird Corporation that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

17. Was there a deceptive and unfair trade practice on the part of Parliament Coach Corporation that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

If you answered "No" to questions #15, #16, and #17 then do not answer question #18 and proceed to question #19. If you answered "Yes" to any one of questions #15, #16, or #17 then proceed to question #18 below.

18. What is the total amount of damages which Ross MacKillop sustained as a result of the conduct which caused you to answer "Yes" to questions #15, #16, and/or #17?

[INSERT AMOUNT]

Actual Damages: \$ 355,000

19. Was there a breach of statutory warranty on the part of Blue Bird Body Company that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

20. Was there a breach of statutory warranty on the part of Blue Bird Corporation that was a legal cause of loss to Plaintiff?

[CHECK ONE BOX ONLY]

Yes No

If you answered "No" to questions #19 and #20 then do not answer the remaining questions and simply sign and date this verdict form below. If you answered "Yes" to any one of questions #19 or #20 then proceed to question #21 below.

21. What is the total amount of damages which Ross MacKillop sustained as a result of the conduct which caused you to answer "Yes" to questions #19, and/or #20?

[INSERT AMOUNT]

\$ 613,472

[FILL IN THE DATE AND FOREPERSON TO SIGN BELOW]

SO SAY WE ALL THIS 28 DAY OF JULY 2011.

Albert Stickler
FOREPERSON
ALBERT STICKLER



STATE OF FLORIDA - PINELLAS COUNTY

I hereby certify that the foregoing is a true copy as the same appears among the files and records of this court.

This 29 day of July 2011

KEVIN BURKE
Clerk of Circuit Court

By [Signature]
Deputy Clerk