

NVS-200

CL10376211-5366

JAN 3 2011

December 20, 2010

Administrator
National Highway Traffic Safety Administration
1200 New Jersey Ave. SE
Washington, DC 20590

EXECUTIVE SECRETARIAT

2011 JAN -3 A 11:51

RECEIVED - NHTSA



Winnebago, IL.

Home

Cell

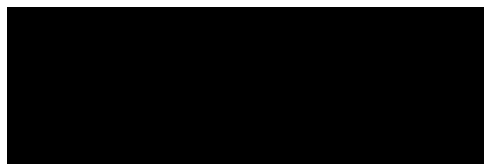
Dear Administrator;

I am contacting you regarding a problem we are having with WorkHorse Custom Chassis, seeking reimbursement for a towing bill. We are requesting this under **Safety Recall # 51101-C**.

On September 16, 2010 we experienced a problem with our motor home, while traveling on I-90 to Wisconsin. Knowing we were out of warranty I contacted our mechanic and had the unit towed to his garage. After his exam we were told the problem was with the brakes. The following day I discovered on Workhorse Custom Chassis', web site that recall notices were going to be sent out shortly. I then contacted Workhorse to see how to proceed and they had the unit towed to Rockford Truck Sales for repair under recall # 51101-C.

Our first request to Workhorse was denied by reason of warranty, with no reference made to the recall. I realize that the motor home was towed twice, but the recall process had not been started.

Thank you in advance for any help you can be in this matter.



Enc: Fist Request to WorkHorse Custom Chassis for reimbursement
 Invoice from Rockford Truck Sales
 Towing bill from Dennys Towing & Auto
 Copy of cancelled check for towing bill
 Denial from Workhorse Custom Chassis for towing reimbursement
 Copy of our reply to Workhorse Custom Chassis on denial of reimbursement

MC
011111
TW

September 27, 2010

[REDACTED]

Winnebago, IL. [REDACTED]

Enclosed is an invoice for towing my 2002 Itasca Sunrise motor home, Vin. # 5B4MP67G923 [REDACTED] on September 16, 2010 from Dennys Towing & Automotive. The brakes failed to release that evening while we were traveling to Wisconsin. We were on Interstate 90, and had to travel some distance to a safe area. I believe this should be covered under recall # 51101-C. Having been informed of the recall the motorhome has since been towed to Rockford Truck and is awaiting repairs under the above mentioned recall, any consideration you can give this matter would be appreciated.

I can be contacted at above address or my phone number is [REDACTED], cell [REDACTED]

[REDACTED]

CUSTOMER #: 110724

6 7 6 3 5

ROCKFORD TRUCK SALES & SERVICES, INC.

4301 N. BELL SCHOOL RD.
I-90 & EXIT RIVERSIDE WEST
LOVES PARK, IL 61111
815-639-2000
FAX # 815-639-0100



INVOICE

PAGE 1

WINNEBAGO, IL

HOME: [REDACTED] CONT: N/A

BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 242 SAMANTHA PETER

GMC [REDACTED] VOLVO ISUZU

UNIT #	YEAR	MAKE/MODEL	VIN		LICENSE	MILEAGE IN/ OUT	TAG
	02	ITASCA SUNRISE	5B4MP67G923			27191/27192	TBURNS
DEL DATE	PROD. DATE	WARR. EXP	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
22MAR02 DD			23:54 30OCT10		0.00	CASH	15OCT10

R.O. OPENED 14:55 20SEP10
READY 18:21 15OCT10

OPTIONS:

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A					COACH WAS TOWED IN BY DENNY'S TOWING IN WINNEBAGO FOR BRAKES STICKING, GETTING HOT & IT BLEW ALL BRAKE FLUID OUT. ALSO HAS OPEN CAMPAIGN 51101-C FOR BRAKE CALIPER REPLACEMENT.		
13					BRAKE REPAIR		
	249	WW		23.07			(N/C)
	81	WW		0.48			(N/C)
				23.55			(N/C)
	4	W8001709	ABS/SENOR				(N/C)
	2	W8000352	KIT				(N/C)
	2	W8000124	CAP				(N/C)
	2	W8000036	SEAL				(N/C)
	2	W8000276	SEAL				(N/C)
	2	W8000275	GSKT				(N/C)
	1	W8810906	PAD KIT				(N/C)
	2	3B4636	COTTER PIN				(N/C)
	2	98HL97	75W90/SYN/GR/LB				(N/C)
SUBL	TURN	ROTORS	PO#39072				
		WW					(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE A:	0.00

27141 PULLED IN GOT UP ON STANDS. CHECKED ABS CODES AND HAVE CODES FOR ALL FOUR WHEEL ENDS. REMOVED HUBCAPS AND WHEELS. REMOVED CALIPERS AND INSPECT FOR DAMAGE. FOUND PAD TRANSFER TO ALL 4 ROTORS, FRONT AXLE HUB CAPS MELTED, SEALS LEAKING, AND HEAT DAMAGE TO ALL FOR ABS SENSORS. TAKE PICTURES, CONTACT WORKHORSE & OPEN CASE #25097 WITH TECH SUPPORT. TOOK CALIPERS AND PADS OFF. PARTIALLY INSTALLED NEW CALIPERS. REMOVED ALL 4 HUBS TO BE SENT OUT AND ROTORS TURNED. INSTALLED ALL 4 SEALS, HUBS, AND CALIPERS. INSTALLED SET OF NEW PADS ON THE FRONT. INSTALLED WHEELS. TIPPED AXLE TO ENSURE THAT THE BEARINGS ARE WELL LUBRICATED. LET DOWN OFF OF JACKS, TORQUED LUGS AND INSTALLED HUBCAPS. TEST DROVE, OK.

B** CUSTOMER PAY FOR 1 SET OF BRAKE PADS AND TO INSTALL GREASE ZERK FITTING INTO BRAKE LINKAGE BELL-CRANK.

EXCLUSION OF WARRANTIES

Any warranties on the parts and accessories sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that dealer makes no warranties of any kind, express or implied, and disclaims all warranties, including warranties of merchantability or fitness for a particular purpose, with regard to the parts and/or accessories purchased; and that in no event shall dealer be liable for incidental or consequential damages or commercial losses arising out of such purchase. The undersigned purchaser further agrees that the warranties excluded by dealer, include, but are not limited to any warranties that such parts and/or accessories are of merchantable quality or that they will enable any vehicle or any of its systems to perform with reasonable safety, efficiency, or comfort.

AUTHORIZATION FOR REPAIRS

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The dealership is not responsible for damages from freezing due to lack of antifreeze.

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

ALL SALES STRICTLY CASH UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE. ALL AMOUNTS DUE BY 10TH OF MONTH FOLLOWING BILLING. A CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS. PURCHASER AGREES TO PAY ALL COSTS OF COLLECTING AMT'S DUE INCLUDING ALL LEGAL FEES.



ALL SALES STRICTLY CASH UNLESS PREVIOUS ARRANGEMENTS HAVE BEEN MADE. ALL AMOUNTS DUE BY 10TH OF MONTH FOLLOWING BILLING A CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL BE ADDED TO ALL PAST DUE ACCOUNTS. CREDIT SALES OBLIGED TO PAY ALL COSTS OF COLLECTING AMT'S DUE INCLUDING ALL LEGAL FEES.

**903B N. ELIDA ST.
WINNEBAGO, IL 61088
815-335-7070
Fax # 815-335-1121**

61620

2002 ITASCA SUNRISE MOTORHOME
5B4MP67G923 [REDACTED]
8.0

WINNEBAGO IL

\$300.00

DENNYS TOWING AND AUTOMOTIVE

☐ Please check box if address is incorrect or has changed, and indicate change(s) on reverse side.

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

Invoice #		P.O. No.	DUE UPON RECEIPT	Project	
61620				2002 ITASCA SUNRISE MOTORHOME	
Item	Description	Qty	Rate	Amount	
TOWING	TOWING TOW VEHICLE FROM I-90 TO SHOP.		300.00	300.00	

Subtotal	\$300.00
Sales Tax (7.25%)	\$0.00
Total	\$300.00
Payments/Credits	\$0.00
Balance Due	\$300.00

Billing Inquiries? Call 815-335-7070

Check Images

This image contains confidential and personal information. If you print it, please store it in a secure place to prevent unauthorized use or theft of this information. For your safety, we recommend that you shred the document if you choose to discard or destroy the image copy.

Account #: [REDACTED] Date Processed: 10/20/10 Check #: [REDACTED] Amount: \$300.00

70-57/719 [REDACTED]

WINNEBAGO, IL

Date 10-11-10

Dennis Towing \$300.00

Three hundred & no/100

usbank

FD-10 # 69620

Motor Vehicle

[REDACTED]

ENDORSE HERE

FOR DEPOSIT ONLY

DENNY'S TOWING AND AUTOMOTIVE

107514

[REDACTED]



A NAVISTAR COMPANY

December 1, 2010

[REDACTED]
Winnebago, IL [REDACTED]

Dear [REDACTED]

First of all, I would like to thank you for selecting a Workhorse Custom Chassis. Workhorse Custom Chassis is a company that strives to produce a world-class product. We realize you have choice in chassis and appreciate you choosing Workhorse.

Workhorse Custom Chassis has received your letter seeking reimbursement. Please be aware that the warranty period for your chassis is 3 years or 36,000 miles, whichever ever occurs first. According to our records, the warranty period for your vehicle expired on March 22, 2005, which would indicate that your warranty had actually expired prior to the towing for which you are seeking reimbursement. When a necessary repair or tow is required outside of warranty, the customer or extended warranty is responsible. Since, there was no prior authorization for the towing, Workhorse will be unable to financially assist you.

In closing, I would like to thank you for investing your time to write and allowing me the opportunity to address your concerns. I trust the rest of your journeys will be problem free.

Most Sincerely,

A handwritten signature in cursive script that reads "Debra Anderson".

Debra Anderson
Reimbursement Coordinator
Workhorse Custom Chassis

File No.23347370

850 Stephenson Highway
Suite 510
Troy, Michigan 48063-1174
Direct: 248.588.5300
Toll Free Sales: 877.294.6773
Toll Free Service: 877.246.7731
Facsimile Sales: 248.588.7931
Facsimile Service: 248.588.6978
www.workhorse.com

Workhorse Custom Chassis
850 Stephenson Highway
Suite 510
Troy Mi. 48083-1174

December 20, 2010

[REDACTED]
Winnebago, Il. [REDACTED]

Home [REDACTED]

Cell [REDACTED]

Re.: VIN # -5B4MP67G923 [REDACTED]
File # 23347370

Dear Ms. Anderson,

In response to your letter dated December 1, 2010, denying our request for reimbursement on a towing bill from September 16, 2010. Your reasoning is based on "Warranty". We are not asking this be covered under warranty, we are aware that the motorhome was out of warranty at this time. We proceeded by calling our mechanic and having the unit towed because it was undrivable. We are seeking reimbursement under "**Recall Notice 51001-C**". Unfortunately this happened prior to receiving the recall notice. I discovered that a recall notice was to be sent when I checked your web site the following day. I then contacted WorkHorse Custom Chassis to see how to proceed in the matter and have the vehicle repaired.

Enclosed is a copy of the bill I received for having this recall completed at Rockford Truck Sales, that totaled \$220.79. I did agree to this expense and am not asking for reimbursement on this bill. This is all for a Safety Recall issue due to a manufacturing defect.

Therefore, I believe your decision is incorrect. Because a recall notice had not been sent to consumers at the time of this occurrence I feel justified in being reimbursed for the expense of having the vehicle towed.

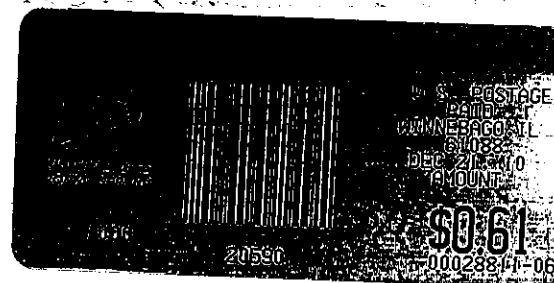
Thank you in advance for any further consideration in this matter.

Sincerely,

[REDACTED]

CC: National Highway Traffic Safety Administration
ENC: Invoice from Rockford Truck Sales
Towing Bill From Dennys Towing & Auto
Copy of cancelled check for towing bill

Winnebago, Il



Administrator
National Highway Traffic Safety Administration
1200 New Jersey Ave., SE
Washington, DC 20590

