

# MICHIGAN RV LAW

A newsletter for RV Dealers and Manufacturers

Volume III, Issue I

Winter 2004

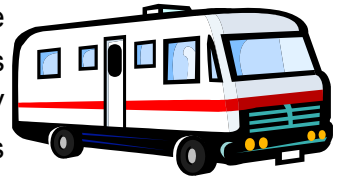
## Inside this Issue:

- 2004 Well Underway  
Page I
- MARVAC RV Seminar a Success  
Page I
- Legal Tidbits: 7 Tips All Personnel Should Follow to Avoid Liability  
Page 2-3
- Upcoming Legal News  
Page 4

## 2004 WELL UNDERWAY

The end of 2003 and beginning of 2004 saw a continued boom in RV sales and busy times for those of us assisting the RV industry. This newsletter is a bit behind the deadline because of that, but hopefully contains further information that our readers will find helpful in their work in the RV industry.

If you have questions regarding RV law, this newsletter or any other issues pertaining to lawyers assisting the RV industry, please feel free to contact our editor, Michael Dolenga at (248) 988-9922 or [mdolenga@dolengalaw.com](mailto:mdolenga@dolengalaw.com).



## MARVAC RV Seminar a Success

*MARVAC asked 2 of our attorneys to speak at one of their recent seminars. We have reprinted an article from the latest MARVAC Communicator below. Because of the success of our last two seminars, we are hopeful that there will be interest for another seminar in the Spring of 2004. If you have issues you would like to see addressed at a seminar please let us know.*

The MARVAC-sponsored "Two for One" Seminar held on November 5, was well received by all those who attended. Dr. Ed Mahoney, professor in the Department of Park, Recreation and Tourism Resources, gave those in attendance an update on the MARVAC quarterly dealer surveys conducted this past year. He emphasized the fact that to make the survey beneficial to all who participate, it is important to have substantial business submit their information. He reaffirmed the security and unique format of the university's information gathering process. He also

urged the dealer members in attendance to contact fellow RV dealers and suggest they take part in the annual survey to be conducted in early 2004.

Attorneys Michael Dolenga and Jeffrey Nowicki gave a very organized and informational presentation on the laws that expressly affect the RV dealer and the sales process. They covered topics that included revocation claims; express warranty; implied warranty; federal warranty; how to draft a purchase agreement; consumer protection act and the lemon law. Some of the comments from the dealers who attended the seminar included: "Very helpful, great;" "I think it's a shame more dealers weren't here to hear all the content;" "Excellent facility;" "I liked the way both Mike and Jeff spoke in their presentations. They both spoke on a very personable level. They did a great job. They were very informative and helpful, and know our industry."



# Legal Tidbits

## 7 TIPS ALL PERSONNEL SHOULD FOLLOW TO AVOID LIABILITY

*RV Executive Today will be printing an article written by our attorneys on how RV dealerships and manufacturers can avoid liability. We have reprinted most of that article here to give our readers an advanced look at the article that will be printed in the next edition of the RV Executive Today.*

### 1. Follow A Plan

Each dealership must have a process that is consistent in their sales and service departments. The plan must be flexible enough to address each customer's unique needs, but ridged enough to insure that all of your employees are confident that each customer is being treated equally and receiving the essential information. Having a game plan will also ensure that each customer receives exceptional service.

It is also important that each employee has defined responsibilities. That way each employee will know who to consult when a customer has a question that the employee cannot answer. Also, if you are sued having a plan will allow your personnel to testify with confidence regarding a transaction that may have occurred, even if it was years prior. For example, if the sales person explains the details of the warranties to every customer, they can testify that even though they cannot recall the transaction in question, they always explain the warranties to the customer because they have a game plan they always follow.

### 2. Sales and Service Work Together

Generally, the service department does not work with a customer until either the RV is sold or the customer has a complaint. Therefore, your service department needs to be able to rely upon your sales staff to consult with service regarding any particular customer, i.e. what are the customer's expectations, what is the best way to communicate with the customer, what concerns has the customer already addressed, etc. Further, the sales person is generally the only person at the dealership who has developed a relationship with the customer before the customer takes possession of their RV. Therefore, the customer often turns to the sales person for assistance if a problem arises. The sales person can often work as a buffer between the customer and the service department and head-off any potential conflicts, this not only prevents litigation, but it also makes it easier to defend if it arises.

### 3. Know Your Customer

Each customer is an individual who is distinct from every other customer. Each customer has different needs and expectations. It is important to quickly learn each particular customer's expectations of the RV they are going to purchase and your dealership. This assists in making the sale, and when the customer brings the RV in for service this information also acts as a tool to insure the customer receives the service they expect.

#### **4. Know Your Warranties**

Almost every RV lawsuit centers around the warranty. Often customers report that they were surprised to learn that the only warranty they received was from the manufacturer and the dealership did not offer any warranties. The confusion usually results because the customer did not deal directly with the manufacturer. Therefore, only the dealership personnel explained the manufacturer's warranty. Often we find that customers do not know what precisely the warranty covers, other than their claim of "bumper to bumper", and that they do not know that many of the component parts and appliances have their own warranty. Another common litigation theme is that the dealer violated a consumer protection law by not adequately explaining the warranty. Explaining to customers the scope and duration of the warranties can not only be an effective selling point, but also it can clear up any confusion as to who provided the customer with the warranty and it can head-off lawsuits before they are even filed.

#### **5. Be Friendly**

Most people will not file a lawsuit against someone they like. Often we wonder why a particular Plaintiff has not named the dealer, chassis manufacturer, or RV manufacturer as a Defendant in a certain lawsuit. We soon learn that because the customer is satisfied with the treatment from one of those entities he has directed his attorney not to sue them. The relationship that is developed between the customer and company is vital for sales, service and the prevention of litigation and avoidance of liability.

#### **6. Explain Everything**

Customers are often intimidated by the number of documents they must sign prior to taking possession of their motor home. Whether or not they were, customers almost always complain that they felt like they were rushed through the signing process. When questioned as to whether anyone told them to hurry up or whether anyone denied them the opportunity to read the documents the customers generally answer "no." Nevertheless, they also feel that they have not been given the opportunity to read the documents and that no one has explained them to them. Remember tip 1, and have a game plan. Dealership personnel who follow the same routine and always give the customers an extra minute or two to look everything over and answer all questions make better witnesses and prevent litigation.

Most customers do not read the "fine print" even when it is pointed out to them. Most people simply do not care, they cannot wait to drive off in their new RV. Therefore, even briefly explaining to a customer what they are signing, why they are signing it and whether there are terms and conditions on the reverse side of the agreement, will help avoid potential revocation and other claims in the future.

#### **7. Be Clear With Your Customers**

Another common complaint we hear from customers is that they were confused, or they were not given the opportunity to ask questions, or that their questions went unanswered. By taking the time to explain the RV manufacturing and sales process, and communicating with the customer in plain English confusion is avoided. Further, frequently inquiring as to whether the customer has any questions helps to avoid this problem before it results. This may take a little more time in the short term, but can help avoid long-term problems, legal or otherwise.

## UPCOMING LEGAL NEWS

One of the exciting things that happened regarding RV law in the winter of 2003/2004 is the dismissal of several cases filed against RV dealerships and/or manufacturers in Michigan. Many of our readers, and the attendees of our seminars, are familiar with the Watson decision. Lawyers have been using that decision in cases throughout Michigan (and in other states) as persuasive authority for judges to dismiss cases brought against RV manufacturers and dealerships, as well as the manufacturers of other types of goods. We are compiling many of these cases and plan



to update our readers in the next issue.

We have found that our case list is extremely beneficial to those defending RV litigation as numerous lawyers have contacted us. If you have cases pending and issues are ripe, such that they cannot wait to our Spring, 2004 issue of this newsletter, please feel free to contact us and we will supply you with cases where RV manufacturers and/or dealerships have been dismissed, or partially dismissed, from litigation, which will assist you in defending any claims that may be pending against your company.

DOLENGA & DOLENGA, PLLC

30850 Telegraph Road, Suite 250  
Bingham Farms, MI 48025

Phone: 248-988-9922 Fax: 248-988-9933

It is not our intention to send unwanted mail. If you do not want to receive Michigan RV Law Newsletter please send an e-mail to [mdolenga@dolengalaw.com](mailto:mdolenga@dolengalaw.com). Simply type unsubscribe newsletter, and you will be taken off our mailing list. Alternatively, call (248) 988-9922 and advise the receptionist that you wish to be taken off the mailing list. Also, if you have a different address where you would like the newsletter mailed to, or if you know of someone that you think would like to be added to our mailing list, please send an e-mail to [mdolenga@dolengalaw.com](mailto:mdolenga@dolengalaw.com) or call (248) 988-9922. Thank you.