

# GORDON MURRAY TILDEN LLP

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April 24, 2007

## *VIA MESSENGER*

Stephen M. Rummage  
Davis Wright Tremaine LLP  
1501 Fourth Avenue, Suite 2600  
Seattle, Washington 98101-1688

### **Re: Microsoft Corporation—Opportunity to Cure Pursuant to Magnuson-Moss Warranty Act**

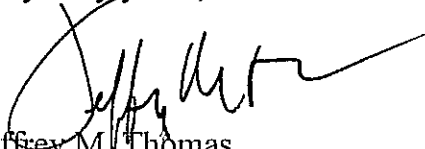
Dear Mr. Rummage:

On behalf of our client in the above-referenced case, including the class of consumers she purports to represent, and pursuant to Section 2310(e) of the Magnuson-Moss Warranty Act, Microsoft Corporation is hereby being afforded an additional opportunity to cure its breach of the written warranty it provided to consumers through its Windows Vista Capable program. The particulars of Microsoft's Windows Vista Capable warranty stickers, and the problems posed to consumers resulting from its breach of that warranty, were known by Microsoft at the time of each consumer's purchase. In any event, they are evident from the complaint filed in this matter on March 29, 2007, which Microsoft received on March 30, 2007.

As authorized under Magnuson-Moss, this opportunity to cure should be construed by Microsoft to apply to a nationwide class of consumers who purchased new PCs with Windows XP pre-installed, to which Microsoft's Windows Vista Capable warranty (but not its Premium Ready warranty) was affixed or otherwise made applicable.

Please let us know, in writing, within ten days whether Microsoft has a genuine interest in taking advantage of this further opportunity to cure its breach. If so, we can then discuss how much additional time Microsoft would need to develop a meaningful cure. If not, we will proceed to amend the complaint to add a cause of action under Magnuson-Moss.

Very truly yours,



Jeffrey M. Thomas

JMT:clr