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Twentynine Palms, CA

760 367 7568

27 January 2005

US Department of Transportation
National Highway Traffic Safety
Administration Office of Defects Investigation (NVS-211)
400 7th Street SW
Washington, DC 20590

OFFICE OF
DEFECTS INVESTIGATION

2005 FEB -2 P 4:53

RECEIVED
NVS-215

Dear Sir or Madam,

Enclosed is a group of copies of communication, mainly to Tiffin Motorhomes Inc, Red Bay, AL.

I have tried honestly, fairly and patiently, to resolve the problems I have experienced with an RV I purchased in September 2002, and used twice, once during the month of April 2003, and again in July/August 2004.

The problems of safety items, drivers seat belt and both windshield wipers, were addressed to the Tiffin dealership outlet here in CA, La Mesa RV Sales and Service Center, San Bernardino, CA. These two items were among several others that were suppose to be corrected during a maintenance service in 2003.

La Mesa RV Service did claim that they corrected the two safety items, but in fact falsified that work, thus, they assured me that the seat belt had been replaced with a new one, and that the windshield wipers were found not to be correctly attached and secured, and that supposedly was corrected.

There was the matter of the electrical system that is internally installed that continued to trip the circuit breaker on the generator, or, in many cases, cause the 15 AMP fuse to blow out. Unknown to me this was more serious than I thought. The fuse panel is located very near the propane tank, and should the fuse fail and a fire was caused, then this very possibly could cause death.

*Coverman
2/16/05*

As the attachment show, I have bent over backwards to get these matter resolved, only to be "stonewalled" by Tiffin Motorhomes Inc. I accept the word of La Mesa RV Service Center that the work had been accomplished and corrected, only to find that the following trip out, both the seat belt and windshield wipers were in fact both inoperative, and nearly cause us to be in an accident during a flash rainstorm in MT.

The matter of the electrical was again brought to the attention on Tiffin Motorhomes Inc., and La Mesa RV Service Center. To this date, nothing has been undertaken to correct or resolve its danger.

In my duress, I thought maybe if I were to have Tiffin Motorhomes Inc, at least take this RV back, and get another one, maybe that would be the best route. I find I was "suckered into a shell game" being turned over to a "third party negotiator" for Tiffin Motorhomes Inc., and although Mr. Neal "conned" me over the telephone to let him handle the matter of the current RV, asking me not to contact La Mesa RV, just remove my RV from their Service Center after it being there for two months, still not corrected, and then after all my correspondence shows, I wanted full recovery due to the unsafe conditions this RV apparently was constructed under, and displays, Mr. Neal accomplished getting the RV back in my possession and then dropped the bombshell that the vehicle had depreciated \$37,000.00, in less than 24 months.

I want nothing from anyone, only some type input that would cause this unsafe vehicle to be removed from the highways, and not at my expense.

Tiffin Motorhomes Inc., are very receptive that if the RV is brought to AL, they will go over it 100%. Who can afford to take a product, this large, back to the manufacture every time it breaks down, or poor "quality control" crops up.

From: <webmaster@nhtsa.dot.gov>
To:
Sent: Thursday, January 27, 2005 5:15 AM
Subject: Re:Need Address

**U.S. Department of Transportation National Highway Traffic Safety
Administration Office of Defects Investigation (NVS-211) 400 7th Street, SW
Washington, DC 20590**

1/27/2005

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COUNCIL, C-167408
-21 349-9200

00-304038 0452

Twentynine Palms, CA

21 September 2004

Mr. Jim Kimbrell, CEO
La Mesa RV
7430 Copley Park
San Diego, CA 92111

Dear Mr. Kimbrell,

Attached is a copy of the E-Mail I sent to Mr. Tiffin, owner and manufacture of Allegro Motor Homes.

Without repeating the story again, it is all written, and at this point, I have little to add.

Received a call from one of your employees who has called me on several other occasions concerning my problems, and although that person isn't directly involved, he has shown interest in helping to get matters resolved.

I explained to the employee that this matter had gone on to long, and that I had contacted Mr. Tiffin, 9/13, but as of yet nothing had transpired to my knowledge.

This matter and the RV, itself, is like trying to revive a dead horse.

Making final contact with the Mortgage Company today. Having my attorney advise them, and both parties, of the situation and that payments will cease as of the last one they received early September.

Copy: Tiffin Motor Homes
E*Trade Financial
Attorney

From:
 To: <info@tiffinmotorhomes.com>
 Sent: Monday, September 13, 2004 7:57 PM
 Subject: Disgusted with product produce by your company!

09/13/04

Mr. Bob Tiffin
 President Tiffin Motor Homes, Inc.

Allegro 2002 5B4LP57G223350-004

Dear Mr. Tiffin,

I am dumping my problems on your desk, and you feel free to resolve and dismantle this mess, at your choosing. I have made my decision, and it is:

The vehicle I purchased for my family and myself, for enjoyment has caused me grief and expense, to the point, that the vehicle is now yours and La Mesa RV.

I have made my last payment, and should there be ANY problems coming from LaMesa RV or your organization, then let's settle it in court here in CA.

I would like to explain, best I can, and I consider this matter closed once I do. Any other talk, explanations or recourses will be handle outside of me.

In September 2002, I purchase the vehicle as listed by VIN above. Took delivery in AZ, late September 2002, and stored the vehicle for the required 90 days before I returned it to CA for registration. In January 2003, I drove the vehicle here to my home in Twentynine Palms, CA and spent the next two months getting it registered and getting it prepared for my first trip across the US, for a visit to my family on the east coast.

I left CA the last week of March 2003, drove down to San Antonio, TX, and for the few days I was there, we slept inside the host home, using the RV only for transportation up to that point. On the drive from CA to TX I observed several small items that needed to be taken care of, one of the floor linoleum tiles was completely raised up from the floor, there appeared to be some electrical glitches, but because the vehicle was new to me, I blamed myself for not knowing exactly what I was doing, so the problems may have rested with me. As it turned out, they were actual problems. After leaving TX, as I drove along I-10, I ran into stormy weather in Louisiana, and that was the real start of problems. The windshield wiper, which were there for safty and required by law, failed, the operated Intermittently, and erratic to the point I was forced to pull over until safe to drive again. It being the week-end, I just continued on, because of the emergency.

Within a few days after arrival in TX, I was notified that my Mother was gravely ill, and for me to get on to NC before she passed away. I made it home on Monday and my Mother died on Wednesday morning. So on top of the grief of that loss, I probley wasn't thinking very clearly.

We were attempting to stay in the RV, parked at my parent home, running electric from the house to the RV. The overhead AC wouldn't work, and several of the lights wouldn't come on, so finally I called La Mesa RV, and spoke with one of the employees in service, who told me to unplug from the house electric and try the on board generator, which I started, but still nothing. Was instructed to go back out and see if the breaker was "tripped" on the generator, which it was in the off position. When I told him it was "off" he told me to put it "on", and when I did the overhead AC came on, solved my problems, I thought. While I was at the generator location I noticed that the tail pipe was hanging free, attached to nothing on the body of the vehicle. My brother had someone come and weld a bracket on to the frame and attach the tail pipe to keep it from vibrating off later somewhere on the trip home.

After the overhead AC ran for about 10 minutes, I went to adjust the temperature, and it just cut off, stopped completely, generator was still running though. I had enough of that for the day, so I just stayed in a motel that night. The following day I called LaMesa RV again, and explained what had happed the day before, this time I was told to check the fuse box under the refrigator area, and found that a 20AMP fuse was blown, so I replace it,

9/13/2004

started the generator, turned on the AC, it worked. Lasted about 15 minutes and quit again. Fuse was still good, but the generator breaker had tripped to the off position. By now I really wanted to put the vehicle on the road back to your plant with a note from me.

After the funeral services, I decided to go on to my home in WV and spend a few days trying to get myself back to the point I could come back to CA, without causing harm to anyone by driving. During the time in WV I spoke with LaMesa RV/Service and explained my problem, because each time you call, its ends up being to a different person, but since I was staying in a friends home, I wasn't to pressed to have the AC operable. I was assured that when I got back to CA, this problem would be resolved, because by now we had spoken about 4 or 5 times by telephone.

Not taking into account that the windshield wiper were still a problem, I started from WV and within several hours I was in rain again going through KY, so we were tired anyway we stopped and stayed overnight. The next day it was clear, we left and started on home. Was in Little Rock, AR, and got hit, I think, with a gravel, but didn't see any break in the windshield, drivers side. Motored on along, weather okay, not to hot, so the AC wasn't a problem, the windshield wipers had be "coaxed" by quick turns on the lever to go back and set near their position at the center, and not over by the extreme left and right in front of the outside mirrors, which obstructed the drivers view when checking the mirrors.

Along about a day or so from WV, I started having problems with the drivers side seat belt, and when I attempted to hook it up, it reacted as if the brake was depressed and it wouldn't release. I toyed with it repeatedly, just trying to get it to release so I could buckle up and drive legally. After so many repeated times, I finally just unhooked the shoulder strap and hooked up across my lap, protecting nothing. As you may suspect by now, I'm not unhappy, I'm disgusted beyond words. The entrance door is so far out of alignment, we can't lock it from the inside, the "night shade" by the dining room table won't stay in the up position, and molding along the bottom fell off. Behind the drivers seat, the dining seats top raised up about one inch because it had nothing under it for security. **THIS VEHICLE IS OUT OF SOMEBODYS WORSE NIGHTMARE, THE TRUE "MONDAY MORNING" NIGHTMARE.**

We were within 80 miles of home here in CA, and this time a rock did in fact hit the passengers window and it broke, but also by that time the drivers window had displayed a crack that was extending from the top down through the center of it. So needless to say, crap happens, and I had a bag of it.

When I purchased the vehicle La Mesa RV, they sold me a insurance policy with Progressive Insurance, stating they were a great company, and that it would solve any problems to the customers satisfaction, no problem. First I'm a Christian, secondly I am a businessman, have had my own company since I retire in 1977 from the US Air Force. Not broke, don't normally want for anything I can't pay for, and in cash if necessary. Just want you to understand what my position is.

Being a truthful person I explained to the Progressive Insurance people what happen, exactly as I have to you, and was told to take the RV back to LaMesa RV, and have them replace the windshields, which made sense to me, because the problems I had needed to be taken care of. I live about 90 miles from LaMesa RV in San Bernardino, CA, and I didn't just drop everything and take care of the RV. I called LaMesa RV and they told me to bring the RV at my convience, and I worked almost everyday until we got a break in early September. I took the vehicle to them, went over everything that was suppose to be repaired, and they assured me that all the work on the RV, itself, was covered by warranty, with the exception of the windshields, and that was my problem and that the insurance would take care of that, minus my deductible. I agreed to that, and took extra care in explaining the AC problem, fuses, and breakers. Was assured "nothing to worry about", and I agreed to let them have the RV as long as they felt it would be necessary.

Several weeks, three to be exact, I was called and told I could come pick up the RV. When I got there, I was told, the Warranty covered the problems I outlined, but the insurance had billed me for two separate incidents, and that I was to pay \$1000.00 and they would pay the \$217.46 difference. I went up and spoke with the Sales Manager, and was informed that LaMesa RV, no longer dealt with Progressive Insurance because of problems that were arising with customers. Needless to say I was disappointed that LaMesa RV would have taken it upon themselves to replace the windshields without first contacting me, and let me go after the insurance. I told the truth, and like I said, I didn't need this type service. I paid, an again, not in the best mood, or frame of mind, I took the RV and came home, parked it on 10/11/03.

Didn't have the time nor occasion to use the RV again, until 18 July 04. Left CA heading for Salt Lake, 1st stop,

9/13/2004

and within the first 100 miles of leaving home, at the center post of the windshield, at the bottom, drivers side, a small half moon crack appeared about 2 inches from the corner. Been planning this vacation for 6 months, and starting off great. Before I arrived in Salt Lake the same thing, opposite the break on the drivers side, happen on the passengers side, but in that break it was 3 cracks instead of the one on the drivers side. The overhead AC had been turned on when we left CA, but within the first hour, nothing appeared to get any cooler, the thermostat was adjusted and the AC quit completely. Sound familiar? Went to a glass replacement company there in Salt Lake, and was told "they would replace both windshield, BUT, the windshields were NOT in the vehicle correctly. When I explained that they were replaced previously in CA, he ask me how many miles I had driven the vehicle since, and I told him about 90 to my home, and another 450 to Salt Lake City. They advise me either return to CA, or go on and enjoy my vacation, because there was no reason to believe that the windshields, even cracked, would fall out or cause any danger. BUT, they stressed I keep a record of the miles since I had the vehicle parked for almost 8 months between the time I had picked it up and got around to starting my vacation. I have kept that record. They also advise me that because the windows were not installed correctly, that possibly stress from movement would cause more cracks, and due to the distance I had mapped out to travel to keep a close watch on them. That happened, just as they had predicted.

We had 3 guest travelling with us, and I had stopped once just north of Las Vegas and checked the generator circuit breaker, it was in the "off" position, I reset it and the overhead AC came on, but only blew air, nothing cool or near what was expected. I ask the others not to touch the thermostat, just let me take care of it. Ran the generator about 8 hours like this, no AC "cool", but just blowing air, which helped some. When I got to MT, used house current, it was cool at night, no need for AC, but I called La Mesa RV, and explained my problem. Stupid on my part, I had forgotten about the fuse panel, and when the service man reminded me, I checked and found it to be blown. I went and purchased 5 fuses, 20 AMP, came and replace the one blown. Tried the overhead AC, it run, but not as a AC, only air.

On day two, the commode was used, and when it was flushed, the bottom door covering disappeared, leaving the holding tank exposed and open for the smells to come back into the vehicle. Just added more liquid and hoped for the best.

Stayed there 6 days, and before I left, I went to empty the holding tank, and wash the RV. After washing it I ran the windshield wipers, and after about 6 or 8 swipes I cut them off. They stayed at the mirror side of the windshield. Coaxing them with the off/on I managed to get them to center again correctly. Sound familiar? Don't make anything easy, when we left and started out to come home, hit rain within the first day, windshield wipers didn't operate correctly, AC still blowing "just air", and at Billings I got sandwiched between a vehicle on the left that wouldn't pass, and a semi entering on the right that wasn't going to yield, so when I applied brakes, the drivers side mirror, which I need desperately, moved on its axis, back, and I couldn't see the vehicle on my left. God, was the only thing that protected us on that close call. I stopped at the first safe pull over and used my tools to readjust the mirror, confirm the passenger side was secure, before pulling out again. I suspect the mirror was loosened when the new windshield was replace, and not secured properly.

Needless to say, I'm not happy. I intend to leave the rest of this trips novel for the Judge.

When I came back to CA, outside temp about 110 to 114 degrees, without AC, other than what was blowing from the dash, it made it a real thrill for all concerned.

I called LaMesa RV, made an appointment, and kept the schedule. When I spoke with two individuals a Mr. Jeff Schwach and Mr. Jack Fritz. Both came out to the RV with me, and I went over every item, including the commode. Went over every item(s) that had been "supposedly" taken care of previously under warranty, and got around to the matter of the windshields, explaining what transpired in Salt Lake City. NEITHER, one of them wrote one thing down on paper! One of them went inside and got another person to come out and "write up" the problems. While I was going over the problems when I got to the commode, one of the men made the statement "the missing door was just probely hung in the open position, and just needed to be released by reaching down in it". Don't know how I keep a level head after that, but didn't want to do anything stupid, just I related I didn't intend to put my hand in the commode each time the door, or whatever it was didn't close as manufactured to do. AGAIN, I went over the vehicle, item for item with the representative.

I want to clarify now, I think they use these tactics to confuse and irate to the point that everything can be blamed on confusion at a later date.

I signed the papers presented by the representative, and he told me that someone from Tiffin would be contacted.

I left the RV, came back home and in the process I had been given the name of the Tiffin representative, Dan Blanke. I called him on the way home and we spoke about the RV problems, past and present, and spoke almost 30 minutes going over everything. I was contacted by a person who works under the direction of Mr. Blanke, and spoke with Mr. Mike Byrd. Mr. Byrd, went to LaMesa RV, and called me and ask me if I would meet him there at an appointed time the following day. I made the appointment, and we went out into the service section where my RV had been moved.

I explained to the LaMesa RV reps and Mr. Blanke, that LaMesa RV had previously charged Tiffin for the replacement of the seat belt, because of the problem I encountered on the trip back east, and explained that most of the return trip from MT, the existing seat belt had failed also. I explained that I had used the system I used on the first encounter, by unhooking the shoulder strap, and only making a make shift lap strap. I ask the LaMesa rep to attempt to use the seat belt while it was parked there, and not one of the 3 could get it to release so it could be properly used. My opinion, it wasn't replaced, but Tiffin paid for it under Warranty, and again, there is no excuse for safety failure, and theres no excuse for anyone to place my or my familys life in jepordary.

When I met Mr. Byrd that morning we went inside the RV because Mr. Byrd wanted me to go over each item with him again. I started with the overhead AC, and started the generator to turn it on. As soon as the generator came on, I walked under the AC, and immediately felt cold air, as I should have, and remarked, "that feels good". I explained to him that the previous problems seemed like the thermostat or wiring was the problem, and he ask me to duplicate what I had previous. I moved the thermostat control one time and the AC quit. At that point I told him, "it wasn't fix correctly", went back to the dash board and cut the generator off. We then proceeded to go outside and look at the broken windshields, and while standing there a La Mesa RV service representative came over to the RV and told Mr. Byrd that he was a involved in windshield service. Mr. Byrd ask him for a tool, which was provided, and both pulled the rubber gasket that surrounds the entire windshield from the body opening, and both stated that "these aren't even remotely installed correct, not one lota of sealer was evident, anywhere in either windows installation. BUT, I already knew this from Salt Lake City. The La Mesa representative further stated that the window appeared to be cracked and broken from "stress", as I stated I had been told.

I went with Mr. Byrd, and we covered every item I could recall being wrong, and when we went back inside the RV, I also pointed out to him that 3 of the inside screens were out of the framing, and that I had two of them repaired in MT, but again, they were out with large openings on them. I did not drive with these window open, so no wind damage can be blamed.

I started to leave, and was discussing how poorly this vehicle appeared to have been built, when another LaMesa RV representative, came up and ask if we would go back to the RV. He explained that he was the one working on the vehicle, and that he had "fixed" the AC problem. Once we were in the RV, not telling him, we had ran the test previously, I ask him to show me that the AC problem had been "fixed" I started the generator, and told him to turn the AC on, naturally it wouldn't start, and he attempted to start it two or three times, until I told him I had already started it previously, and while showing the Tiffin rep, it had quit. I went outside and reset the breaker on the generator, because I knew it was thrown, and reset it. Once I did that, the overhead AC came on, and the LaMesa representative was satisfied that he was correct in his "fix". I told him it wasn't correct and he ask me to show him why. With the Tiffin rep standing there, again, I walked to the thermostat, moved it once up and started back down, when the AC quit, generator still running. I told the LaMesa Rep that to make it start again, the generator would have to be reset, and his reply is "I'll do it", to which I replied this vehicle wasn't designed that everytime the thermostat is reset, you have to pull off the road to reset the breaker on the generator.

At that point, Mr. Byrd ask the La Mesa rep what he found wrong with the windshield wipers, and the rep stated, " that both motor housings were hanging loose when he opened to work on it", I pointed out to both reps, that in my hand I had a copy of where LaMesa had previously stated and charged Tiffin, under Warranty, that they had replaced the motors, and/or repaired them, but appearently had not. Correctly, they weren't fixed or replaced, but Tiffin was charged.

At that point, Mr. Byrd, assured me that he personally would get to the bottom of all the problems, and that the vehicle would be made right, with all correction to my satisfaction, and that the matter of the windshields would be addressed and correct, to me meaning, replacements, not at my expense. I was told that the current windshields, the one in place now, were paid for by Tiffin. This is stupid on Tiffins part. LaMesa RV was the ones who contracted to have the windshields put in by All Star Glass, and they were the ones who did the replacement

Incorrectly, so why should Tiffin pay for their inadequate work?

I didn't hear from Mr. Byrd again, and almost a month went by before I was contacted by LaMesa RV service center. I was informed that the windshields would arrive and be installed by the 25th of August, and then I was called on 1 September 2004, and told the vehicle was ready for me to pick up. I made arrangement to go down on 2 September 2004, and when I arrived, I spoke with Jerry, in Service. I ask him if it would be okay if I went on out and started checking the RV, which he said "go ahead" and he would be right there with the paperwork.

I checked the outside first, went into the RV, looked inside the bathroom, the commode was corrected, probley replaced, I don't know, observed the screen in the bedroom was still not corrected, went to the front, saw one screen on the passenger side was repaired by not installed in its track, but the opposite side screen was still open and not useable as intended. By this time Jerry arrived with the paperwork, and we went outside to the front to started at the windshields, and they were replaced, the rubber was completely glued down at it was suppose to be, the windshield wiper were centered and appeared to be correct, but I was told then by Jerry, that "a wooden block had been used to correct the problem" maybe not exactly to those exact words, but the wood part was used. I told him that seems strange if it wasn't an original part of the system, and if it wasn't, why the modification? No answer on that one. Anyway, I checked the refrigerator, and it was moldy because it was parked and not hooked up to any external electric I suppose. I told him let me start the generator and we would run the overhead AC, generator was started, and nothing happen, on the AC or microwave. Probley going to loose my cool here, but, I told Jerry let me check the generator circuit breaker, and when I did, it was "off", so I flipped it on, and still nothing happen inside on the AC or microwave. Jerry ask me to wait a minute, because "usually" it took a minute for the generator to come on line. This is not true, but I waited, and nothing transpired, so I told Jerry, after cutting off the generator, I was going home, leaving the RV, and I would contact my attorney.

Once I was on the road, starting back, I called Mr. Dan Blankes office, had to leave a message, but I was extremely upset and let him know as politely as possible.

Within a few moments, I received a call from Mr. Byrd, who told me he had been instructed to contact me, and I went over every items with him on the telephone, told him that Mr. Blanke had assured me that if LaMesa RV couldn't correct the problems with my RV, that he would have it moved to another source for repairs. He lied to me, and Mr Byrd was more that apologetic, but that wasn't going to satisfy me. Mr. Byrd stated to me, that he would go to LaMesa RV the following day, 3 September 2004, and his intentions would be stay there all day if necessary to see this matter through. He also added that because of the Labor Day weekend, maybe the "powers to be" at La Mesa RV may not be available on Friday, but he would stay involved throught the completion if I would only give them another chance.

Well, since 3 September 2004, I have not heard one word from Mr. Blanke nor Mr. Byrd. I received a call on 7 September 2004, from someone who identified himself as "George", I think, from La Mesa RV, and we spent over 30 minutes going over the problems, for the 100th time, and he told me he couldn't duplicate the AC problem, I told him how to duplicate it, and once I told him how to duplicate it, it did fail, and he told me that he would continue checking the RV out, on Tuesday, and the following day Wednesday (8 September 2004), and that he would have the RV drove to my home on Thursday, for me to check out, and if it was corrected they would leave it.

Well Mr. Tiffin, I took off Thursday, 9 September, just so I could get this matter resolved. Since I spoke with the representative on 7 Septembers, NO ONE has appeared, nor has NO ONE called me.

There is no amount of apologies, nor no amount of monies that could entice me to continue on with this scam.

I am advising you at this time, I will not make one more payment, nor will I allow you or anyone from La Mesa RV put that vehicle back in my care and possession.

You need to contact LaMesa RV, at San Bernardino, that E-Trade Financial Consumer Finance Corporation, account #9200061402, 1 800 404 2847, needs to be contacted and whatever arrangements you can make to pay them the balance of about \$80K, needs to be paid and from that point you need to also determine just what you intend to do with me to resolve this matter.

I would ask you not to contact me directly, don't want to do nor say anything I would be sorry for later, but should you desire to cross that line, I promise you, zillionaire or not, we'll go to the ends necessary for resolve, and in my

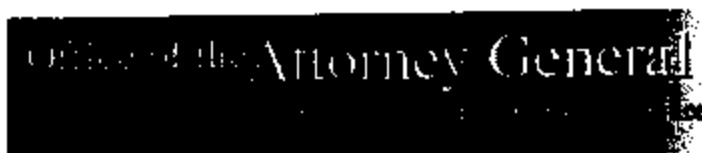
9/13/2004

favor I might add.

May God Bless you, and I apologize that it came to this point, and I assure you I tried to be a gentleman from day one, and will attempt to continue on the same, if possible.

Twentynine Palms, CA

9/13/2004



9/29

OFFICE OF THE AG PROGRAMS & SERVICES NEWS & ALERTS PUBLICATIONS CONTACT US SEARCH

REGISTERING WITH US CAREER OPPORTUNITIES LINKS TO STATE SITES

Motor Vehicle Warranty and Lemon Law

A purchaser or lessee of a motor vehicle has various rights under both state and federal law if the vehicle does not perform as provided under an express warranty. Warranty law can be complex, and it is impossible to describe comprehensively all of the law in a brief space. The following comments briefly explain the Song-Beverly Consumer Warranty Act and what is popularly known as the "Lemon Law."

This message is not a substitute for your contacting your own lawyer who can best advise you of your rights under the particular circumstances of your case. The Attorney General's office cannot advise you of your legal rights and cannot represent you in a warranty dispute.

1. COVERAGE FOR NEW MOTOR VEHICLES.

A. OVERVIEW OF SONG-BEVERLY WARRANTY RIGHTS

The Song-Beverly Consumer Warranty Act (beginning with Civil Code section 1790) provides protection for consumers who lease or buy new motor vehicles. The law requires that if the manufacturer or its representative in this state, such as an authorized dealer, is unable to service or repair a new motor vehicle to meet the terms of an express written warranty after a *reasonable number* of repair attempts, the manufacturer is required promptly to replace the vehicle or return the purchase price to the lessee or buyer. The purchase price that must be returned includes the price paid for manufacturer-installed items and transportation but does not include the price paid for nonmanufacturer items installed by the dealer. The lessee or buyer is completely free to choose whether to accept a replacement or a refund. Whatever the choice, the manufacturer is also responsible to pay for sales or use tax; license, registration, and other official fees; and incidental damages that the lessee or buyer may have incurred such as finance charges, repair, towing, and rental car costs.

The lessee or buyer may be charged for the use of the vehicle regardless of whether the vehicle is replaced or the purchase price is refunded. The amount that may be charged for use is determined by multiplying the actual price of the new vehicle by a fraction having as its denominator 120,000 and as its numerator the number of miles traveled by the vehicle before it was first brought in for correction of the problem. For example, if the car had traveled 6,000 miles before it was first brought in for correction of the problem, the lessee or buyer could be charged 5% ($6,000/120,000 = 5\%$) of the purchase price for usage.

The law applies for the entire period of your warranty. For example, if your vehicle is covered by a three-year warranty and you discover a defect after two years, the manufacturer will have to replace the vehicle or reimburse you as outlined above if the manufacturer or its representative is unable to conform the vehicle to the express warranty after a reasonable number of attempts to do so.

Song-Beverly does not apply if the problem was caused by abuse after the vehicle was delivered. Be sure you follow the terms of the warranty for maintenance and proper use of the vehicle.

Although there is a four-year statute of limitations to bring a law suit for breach of warranty or for violations of Song-Beverly, you should act promptly to try to resolve the problem fairly and quickly without legal action if possible.

B. THE "LEMON LAW" AND WHAT IS A REASONABLE NUMBER OF REPAIR ATTEMPTS

What is considered a reasonable number of repair attempts will depend on the circumstances including the seriousness of the defect. For example, one or two repair attempts may be considered reasonable for serious safety defects such as brake failure, depending on the exact situation.

A special provision, often called the "Lemon Law," helps determine what is a reasonable number of repair attempts for problems that substantially impair the use, value, or safety of the vehicle. The "Lemon Law" applies to these problems if they arise during the first 18 months after the consumer received delivery of the vehicle or within the first 18,000 miles on the odometer, whichever occurs first. During the first 18 months or 18,000 miles, the "Lemon Law" presumes that a manufacturer has had a reasonable number of attempts to repair the vehicle if either (1) The same problem results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven and the problem has been subject to repair two or more times by the manufacturer or its agents, and the buyer or lessee has at least once directly notified the manufacturer of the need for the repair of the problem as provided in the warranty or owner's manual or (2) The same problem has been subject to repair four or more times by the manufacturer or its agents and the buyer has at least once directly notified the manufacturer of the need for the repair of the problem as provided in the warranty or owner's manual or (3) The vehicle is out of service because of the repair of any number of problems by the manufacturer or its agents for a cumulative total of more than 30 days since delivery of the vehicle.

The "Lemon Law" presumption is a guide, not an absolute rule. A judge or arbitrator can assume that the manufacturer has had a reasonable number of chances to repair the vehicle if all of the conditions are met. The manufacturer, however, has the right to try to prove that it should have the chance to attempt additional repairs, and the consumer has the right to show that fewer repair attempts are reasonable under the circumstances.

Be sure to check your warranty and owner's manual for instructions. You may be required to directly notify the manufacturer of the problem(s). It is a good idea to send your written notice to the manufacturer at the address shown in the warranty or owner's manual by certified mail, return receipt requested so that you have proof that your letter was received. Keep a copy of all correspondence.

If the manufacturer maintains a state-certified arbitration program, the consumer must submit the warranty dispute to the arbitration program before the consumer can take advantage of the presumption in court. Arbitration is an alternative to court proceedings. The consumer may assert the presumption during arbitration. Information about any arbitration should be described in the warranty or owner's manual.

Not every manufacturer maintains a state certified program. You should check with the Department of Consumer Affairs' Arbitration Certification Program at (800) 952-5210 or on the Internet at www.dca.ca.gov/acp. You can also ask for the department's free pamphlet that explains more about arbitration, "Lemon Aid for Consumers."

C. WHO IS COVERED

The law applies to a new motor vehicle that is bought or used primarily for personal, family or household purposes. The law also applies to a new motor vehicle with a gross vehicle weight under 10,000 pounds that is bought or used primarily for business purposes by a person, including a partnership, limited liability company, corporation, association, or any

other legal entity, to which not more than five motor vehicles are registered in this state.

D. WHAT IS A NEW MOTOR VEHICLE

The law discussed above applies to "new motor vehicles." (Certain limited protection may apply to used vehicles as described in Section 2.) The term "new motor vehicle" includes not only new motor vehicles but also demonstrators; the chassis, chassis cab, and propulsion system of a new motor home; and any other motor vehicle sold with a manufacturer's new car warranty. For example, a two-year old used car sold with the remaining one year portion of a manufacturer's three-year new car warranty would be treated as a new motor vehicle. The term "new motor vehicle," however, does not include motorcycles or exclusively off-road vehicles.

2. Coverage For Vehicles That Are Not "New"

Although the special provisions discussed above apply to new motor vehicles, Song-Beverly has many general rules that apply to any consumer product sold with an express written warranty. As a result, there is important coverage for motorcycles, the living quarters of a mobile home, used vehicles sold with a dealer's express written warranty, "lemon" vehicles repurchased by the manufacturer and sold to consumers with an express written warranty covering the defect, and vehicles sold with a service contract.

A full description of warranty rights is beyond the scope of this message, but you should be aware that coverage is not identical to the coverage for new motor vehicles. For example, a warrantor who is unable to conform a consumer product to its express warranty within a reasonable number of attempts is required to replace the goods or refund the purchase price less an amount attributable to the consumer's use. Unlike the special rules on new motor vehicles, however, there is no set formula for determining the charge for the consumer's use before the discovery of the defect, and the Lemon Law presumption does not apply.

For complete advice concerning your legal rights, you should consult your own attorney.



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Tiffin Motorhomes, Inc.

105 2nd Street NW
Red Bay, Alabama 35582
www.tiffinmotorhomes.com



Phone: (256) 356-8661
Fax: (256) 356-8219
info@tiffinmotorhomes.com

October 7, 2004

Twentynine Palms, CA

RE: Your Allegro Motorhome

Dear

The writer is the Third Party Administrator of Claims for Tiffin Motorhomes, Inc. and a copy of your correspondence directed to Jim Kimbrell and Tiffin Motorhomes dated September 21, 2004, has been provided to the writer.

The writer has reviewed your correspondence and understand that your 2002 Allegro has been left at La Mesa RV's. You indicated that you feel La Mesa and/or Tiffin is now responsible for the balance of your loan with E-Trade Financial. I must advise that you remain obligated for the balance of the loan with E-Trade and this obligation is independent of any claim you may have against Tiffin and/or La Mesa RV's.

We noted in reviewing your correspondence that you have experienced some difficulty with Progressive Insurance Company. We would suggest that you review your policy and determine who with Progressive needs to be contacted about any problem with your insurance policy.

Sincerely

K. Neal
Kenneth Neal

Third Party Administrator of Claims for
Tiffin Motorhomes, Inc.

"Just ask someone who owns one"

10/7/04

*Spoke 49:31 minutes
10-12-04
Kawana
Spoke with Jack
37:43 min
10-13-04*

356-356-8219
10/11/04

From: [redacted]
 To: <info@tiffinmotorhomes.com>
 Sent: Monday, October 11, 2004 3:57 PM
 Subject: Ongoing problem with RV

10/11/04

Dear Mr. Tiffin.

Have sent you two E-Mails concerning the Allegro RV, purchased from LaMesa RV, San Bernardino, CA, Sept 2002.

Previously I outlined the problems and the recourse that LaMesa RV, claims they took to eliminate them. Without a shadow of doubt, they (?), falsified to you and me, when they made claims that the Warrant repairs were taken care of. This false information, caused me to take the RV out on a road trip, that proved beyond a shadow of a doubt that they lied, and put my family in jepordary of bodily harm, on two items, the windshield wipers and drivers seat belt.

I came directly to you, because I was assured that, "Mr. Tiffin, is the one person who stands behind his products and will not be satisfied until you are", well I didn't receive any response from the first two E-Mails, and I also sent you a letter, again, no response.

Contacted the CEO of LaMesa RV, and also found that fell on deaf ears.

Was called to come to the Service Center at San Bernardino, was assigned a time of 9AM 10/11/04. When I arrived on time, was told to wait, when the person who called me, got out of a meeting at about 9:25AM, he informed that he had written my appointment down for tomorrow. His mistake, because I had to make arrangement to have someone go with me to drive my vehicle home, and my calendar is marked.

Regardless, when they finally got around to seeing me, the LaMesa RV representative walked out to the RV, and we started at the front. He open the grill covering and told me to look inside and up, that I would see a new piece of wood that had been installed to accomidate the repair of the windshield wipers. I looked and then my question to him was, "If they (LaMesa RV) had stated previously, and charged Tiffin for the repair, why now was it necessary to add, or modify, the system with this installation of wood, to make it supposedly work now" The LaMesa rep didn't have an answer, and it would be foolish of me to expect one, other than it wasn't repaired before.

I was assured previously when the repair was necessary, that it had been accomplished, and took the vehicle out on the road, found out that it hadn't been repaired as claimed, and it almost caused me to wreck in Montana when the wiper were needed.

It was also at that point that the drivers seat belt was inoperative, and that also was a safty concern, since, LaMesa RV, had also claimed that the seat belt was replaced, under warranty, and that turned out to be a false statement.

I was called on 7 September, spoke with "George", who told me that he was attempting to take care of the overhead AC problem, and would get back to me by the 9th, and that turned out not to be true. Didn't hear from him for a week, and then, the Tiffin Rep was on vacation, so this thing has lingered on until today. Part of the last two weeks problem, was me, with a health problem, and couldn't go down to San Bernardino at the drop of the hat.

I was assured by "George" he couldn't duplicate the overhead AC problem of it making the generator kick off when changing the temperature control. When I inquired this morning "If" they found anything, that would have caused me the problems of the AC kicking the generator off line, "George" stated that there was a 3 AMP fuse inside the AC itself that had been replaced, and now it was working perfectly.

10/11/2004

By this point in time, your representative, Mike, and another LaMesa Service person, "Jerry" came out to the RV, when we went inside, and now I quote "George", he stated "that he had manually moved the control temperature gauge, up and down at least 100 times, without causing the generator to leave the line and the AC shut down". He started the generator and the overhead AC came on, blowing cool air. I went over the same controls that "George" claimed he had manually "run up and down 100 times", and I reset it once and the AC stopped immediately. All three of the representatives were present and observed what happen.

I ask them each politely, that I would leave, return to home, without the RV. Don't want to do something that would cause me to go to jail, especially over this and my age.

I asked your representative to contact you, since you failed to acknowledge any of my previous attempts, to request that you, or LaMesa RV, now take full charge of this RV, I don't require a refund, in cash, but I require a credit voucher toward the purchase of another RV, from your company, and that I would come to Red Bay and pick it up myself.

This vehicle will never be driven by me again.

When I left, was about 45 miles toward home, I had a call that "George" had called my home and wanted to have me come back to LaMesa RV, because he "had found that to change the temperature control you had to wait two minutes for the "something" to reset". I had another appointment here in Twentynine Palms, and couldn't, or I should say, wouldn't, go back. I have, as previously explained, traveled that 180 miles round trip from home to LaMesa RV, just to find the trip was wasted, four or five time now, on this venture, and have paid two people to accompany me so I could pick the vehicle up, and they could drive my car back home. Not going to do that anymore.

Now, my eyesight leaves some to be desired, but my hearing is pretty good, and when someone tells me something, I don't need a "spin doctor" to make it sound better or worse than what it actually is. "George" stated in front of your representative, that he had manually tried 100 times to trip the AC into shut down and it hadn't happen. No where did he assess that the "two minute rule" had to be observed. I believe I was mislead, and the "spin" concerning the operation of the AC was false, not knowing exactly what he did, the 100 manual attempts actual, was it one or none. let's just "spin" it.

I have stated to you prior, that when I was called by "Jerry" to come and pick the RV up on 10 September, that neither him nor me could make the overhead AC come on, regardless of what was tried. It wasn't fixed then, wasn't fixed on 5 August, and it wasn't fixed the first time it was turned in to LaMesa RV.

If the windshield wipers were promised to be repaired previously, and apparently they weren't, now "George" tells me that the "wood" was installed to correct the problem, and that they would "spray" it with something to keep it from rotting, then I know this is BS, and again, I am being put to the "spin" just to get me to take the RV.

Mr. Tiffin, I don't know you, but I am a business man, who has worked hard all my life to be able to retire and do the few things we have forsaken to make our security safe and available at our retirement age. I didn't buy this RV on a "lark", I attempted to make a God's honest purchase that would allow us to relax and travel in comfort. I didn't buy this RV, just so I could drive from A to B, and having to insure that B has a RV Service Center so I can spend every other day in a lounge while these problems can be resolved. My time and pleasure means more than that.

The outside temperature on my last trip got to 114 degrees, and when the AC didn't work, it was beyond miserable, and I absolutely will not be made to chance that again. As a man, I doubt you would never commit your family to that, and if I am wrong, I feel sorry for them. This AC has never worked correctly.

Only now, and repeatedly, to find out that the quality of service, didn't correct the previous problems, and now again, and again, they keep cropping up. This is a border line case of CA Lemon Law, and very possible winnable, but why go to that aggravation, when I have already had my fill.

Again, I am expecting a call from your rep here in CA, tomorrow, because he told me that you were closed and off today, but that he would speak to you, over my past problems and concerns, and that he would request that

10/11/2004

something be made to happen, that would resolve this vehicle.

Just take the vehicle, resale it, burn it up. I don't care at this point, I just want it to be history in my life, and allow me to get myself another RV, your product, or if you want me to go another route and purchase something else, so that I become history to your organization, regardless, make this nightmare go away.

God Bless

Twentynine Palms, CA

10/11/2004



E*TRADE Consumer Finance Corporation

May 19, 2004

+ 0000710 000000651 016001 0061932

TWENTYNINE PALMS CA

|||||

10-14-04
58530.89
5.79 Daily

Re: Account #: 9200061402

E*TRADE Consumer Finance Corporation is delighted to serve your financing needs. We are committed to providing you with the highest level of professional loan servicing in the industry.

You have chosen automatic deduction as your method of payment. Your first loan payment will be deducted on 06/06/2004 and then monthly thereafter from your designated account in the amount of \$855.23.

You may call our Automated Inquiry System 24 hours a day, 7 days a week or reach a Customer Service Representative Monday through Friday 8:00 AM to 5:00 PM Pacific Standard Time at 1-800-404-2647.

Please review the Privacy Notice that is on the reverse side, which contains important information about your privacy rights.

It is our pleasure to serve you. We look forward to assisting you throughout the life of your loan and in the future.

Sincerely,
E*TRADE Consumer Finance Corporation

D. Fran Smythe
Customer Service Department



000702

CALIFORNIA INSURANCE IDENTIFICATION CARD				CALIFORNIA INSURANCE IDENTIFICATION CARD			
COMPANY NUMBER	COMPANY ISSUING CARD	GMAC INSURANCE NATIONAL GENERAL INSURANCE CO P.O. BOX 66937 ST LOUIS, MISSOURI 63166-6937		COMPANY NUMBER	COMPANY ISSUING CARD	GMAC INSURANCE NATIONAL GENERAL INSURANCE CO P.O. BOX 66937 ST LOUIS, MISSOURI 63166-6937	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	
3015052A011	04/19/2004	10/19/2004		3015052A011	04/19/2004	10/19/2004	
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER
2002	MOTO	ALLEGRO	5B4LP57G2233	2002	MOTO	ALLEGRO	5B4LP57G2233
INSURED				INSURED			
TWENTYNINE PALMS CA				TWENTYNINE PALMS CA			
THIS CARD MUST BE CARRIED IN THE VEHICLE AT ALL TIMES. THIS POLICY MEETS THE REQUIREMENTS OF SECTION 16056 OF THE CALIFORNIA FINANCIAL RESPONSIBILITY LAW.				THIS CARD MUST BE CARRIED IN THE VEHICLE AT ALL TIMES. THIS POLICY MEETS THE REQUIREMENTS OF SECTION 16056 OF THE CALIFORNIA FINANCIAL RESPONSIBILITY LAW.			
CUSTOMER SERVICE: 1-800-325-1190 SEE IMPORTANT NOTICE ON REVERSE SIDE				CUSTOMER SERVICE: 1-800-325-1190 SEE IMPORTANT NOTICE ON REVERSE SIDE			
GY				GY			



14 October 2004

Dear Mr. Tiffin,

I am writing this letter today, in hope I will be able to meet and speak with you tomorrow at the Pomona RV Show here in CA.

I have spoke with Mr. Neal, your third party person in Alabama, on three separate occasions, and found him to at least try to help me resolve the area of concerns I have currently, and in the past, with an Allegro motor home I purchased from La Mesa RV, San Bernardino, CA in September 2002.

There are a multitude of things I want to cover, and if time should prevent it, then I will try to cover whatever I can, and use this letter to help cover the others.

1. Overhead AC - Enclosed are every unit of paperwork I was given at the time of sale, and any other paperwork I have generated during the time I have own it. I do not find anything written to explain the operation and malfunctions I have experienced since day one of ownership.

I have explained repeatedly, to everyone involved, that the overhead AC, has not worked from the date of purchase, until what appears to have been some kind of fix within the last week. I have explained that the fuse's are blown, repeatedly, that the unit had been placed into operation, at several occasions, without anyone touching anything, the unit would just go off line, on more than one occasion, it caused the generator to shut down, or just go off and the generator would continue to run, for no reason, because it was in operation strictly for the AC.

This AC unit evidently never worked from day one. My inexperience, and the time of the year that I purchase, time of the year I first used it, the non-use during the first trip, (my wife and myself only), the circumstance that happen during that trip, and the mental state I was under due to my mothers death on that trip, I take the blame. But, I don't take the blame for

an inoperative unit, and the calls back to LaMesa RV for information and guidance, wasn't corrective as they instructed and assured me.

To skip over the time and unconvinced caused by the inoperative unit wasn't helped by the service that was conducted on the "dash AC" versus the actual problem being told to them to correct the overhead AC. I never claimed nor complained that the "dash AC" was a problem, but after researching the paperwork of past maintenance, it was found that an error was made, not caught by me nor them.

Your representative, and the LaMesa RV representatives, about 6 personnel in total, all, were incorrect in their decisions concerning the inoperative AC, and they are employed to know and recognize these items, so really how can I even come into the equation of solving it?

When I complained that I felt, someone, other than me was not taking care of business and making the problems go away, I did say that I would get rid of the RV and get another, rather than put up with the current and past problems. At that, one of the LaMesa RV employees stated "no one would buy this RV, they just don't sell". If the statement was made to put me on the defensive, they succeeded.

As outlined and explained in my letters and E-Mails to you, I have covered every thing as close as I could with out laying blame on anyone, other than the blame on La Mesa RV Service Center who previously "SUPPOSEDLY" worked on the areas mentioned, and reoccurred on the next trip out. Ask them to spell INTEGRITY to me, and tell me what it means.

I was told by Mr. Neal, that I should pick the RV up, from LaMesa RV and take it home. Then yesterday he called me and stated "that he would be able to help resolve this matter if a trade-in was what I wanted to do." AND, "that whoever he made arrangements with to come pick it up, would have a cashiers check to give me". I never ask for a check. I left the office and went to another office for a meeting, and Mr. Neal called me within about 20 minutes of the first call and stated "that there wouldn't be a cashiers check, but there would be a credit against whatever I purchased to replace this RV", and that makes sense to me, because, this is all I ever ask for from the start.

When I purchased this RV, I also purchased several items for coverage of tires, paint, etc, and above that I purchased a policy for road side maintenance. attempting to make my life as comfortable as possible when I

started to travel. This I take a loss on, because, there is no recourse for recovery.

I do feel, I paid, \$70726.00 for the RV, with \$2612.00 Service Agreement, that turns out can't be used, and hasn't been used, and it includes the \$512.00 paid for Tire Guard Road Hazard.

I paid down toward the purchase \$6700.00.

I paid in 2002 (October-thru-December) \$1650.00 payments, and of that \$1112.82 in Interest, so only \$537.18 went toward the RV reduction.

I paid in 2003 (January- thru- December) \$6600.00 payments, and of that \$4451.28 in Interest, so only \$2148.72 went toward the RV reduction.

I paid in 2004 (January-thru-October) \$5960.00 payments, and of that \$3782.06 in Interest, so only \$2177.94 went toward the RV reduction.

There is a balance of \$58530.89 due to E-Trades for the RV financing. and based of what I feel I have paid from my pocket, the total amount is \$20910.00, and deducting the Interest, I have \$11563.84 in this RV, at a minimum.

I feel that this whole affair is beyond repair in my mind. I wanted this RV, my first, to be a pleasure, but found it to be everything but a pleasure.

2. Windshield wipers, that have to be modified by Service Center, just doesn't make sense. Modification coming after the Service Center previously claimed repairs were completed under Warranty. If they were so poorly constructed in the first place, and this is absolutely a safety feature, why weren't they discovered prior to being sold to the public?

3. Seat Belt, replaced/repaired under Warranty failed during an emergency situation, and now found that it also was not replaced/repaired as stated by Service Center. Again, this is a law required safety feature, that failed twice, just as the windshield wiper failed in use.

4. Commode having to be replaced because of faulty construction.

5. Windshields not replaced correctly, but providing me assurance from the Service Center that everything was correct, and me paying them \$800.00, to do substandard work.

6. Window screens so poorly constructed that they were not able to be used for what they were intended to for.

7. Exhaust tail pipe not even attached to frame, and vibration only adding more problems if allowed to continue. I don't feel that the customer should have to act as Quality Control for this or any product such as this.

Mr. Tiffin, I am asking you as a businessman, take this RV back, credit me with my investment, not the interest paid, just my \$11563.84, and I will come to Alabama as early as I can next year, and purchase another RV and have the credit applied to the new endeavor.

I don't see any need for me to pick up the RV, move it from La Mesa RV in San Bernardino, and take it to some other storage yard until this is resolved. I would appreciate this matter coming to a close and since the RV is already in possession and security at San Bernardino RV lot, then it could be reprocessed back into their inventory immediately.

I don't feel you should take a loss, but I paid my part in honesty, and I am sure that La Mesa RV made money in the transaction. So, since they were the cause of all of the problems, what may appear to be minor to some, certainly isn't to others, then that is something that has to be covered between your organizations.

I told Mr. Neal, I don't feel that you would have your family ride in a new RV that provides no AC, in 100+ degree weather. An that is exactly what happen on the trip my family took in July 2004.

I just can't continue to kick this problem anymore.

God Bless,

Twentynine Palms, CA

256-356-8219

10-15-OK

Mr. Kenneth Neal —

Here is the Paper from the
RV I looked at.

Also, I was told that your
RV's devalue at an expressed
high rate — Over \$50,000 per
year, anything to that?

PS my RV will be back in my
possession between 18-21 Oct.

Twentynine Palms CA



Mr. Kenneth Neal
C/O Tiffin Motorhomes Inc.
P.O. Box 596
502 4th Street, N.W.
Red Bay, Alabama 35582

10/26/24

26 October 2004

Mr. Kenneth Neal
Tiffin Motorhomes, Inc.
FAX 256 760 8302

Dear Mr. Neal,

I apologize for not keeping my word and getting this information to you within the hour promised. Anyway will send this, and you will act on it when you get back from your trip.

Information on this RV here in California:

2002 Allegro Stock No. SNA87283 VIN5B4LP57G22
Mileage: 13250
Owner:

Twentynine Palms, CA

Vehicle is located at the address above, and it is exactly the same condition it was delivered to me by LaMesa RV Service Center on 21 October 2004.

Understand that you will have LaMesa RV pick the RV up, have a check for me to sign, and they will send it to Tiffin, your office, or as directed.

Understand that your office will contact E-Trade, Loan number:

Account:

Website: www.etrade.com 877 807 4792 or 800 404 2647

E*Trade Consumer Finance Corporation
ATTN: Compliance Department
3353 Michelson Drive, 2nd Floor
Irvine, CA 92612

Understand that the paper I faxed you concerning the RV I seen at the Pomona Show last week, (37' Allegro Bay as described and equipped on the vehicle that was ID'ed and copy of the sheet that was faxed to you, showing suggested retail price \$141,288.00) is what I can expect to purchase, when all is said and done, for approximately \$68,500.00.

Understand I will come to AL and pick it up, and that it will be sometime next Spring, probely in April 2005. We will work out the details, and I foresee no problems, as long as I don't have to do anything more with LaMesa RV, other than turn this unit I now own over to them.

Since you will be gone for a week, I will mail this to you, also faxed, and you do what is necessary to put this to end.



27 October 2004

Mr. Kenneth Neal
C/O Tiffin Motorhomes Inc.
P. O. Box 596
502 4th Street, N. W.
Red Bay, Alabama 35582

Dear Mr. Neal,

Attempted to get everything out to you yesterday but was involved in my own business to the point it restricted my time.

Sent a FAX message, but I feel it probley arrived after you left on vacation.

Now, after having time to digest our short conversation I will follow up with this.

First, I want to thank Mr. Tiffin for taking time to meet and hear me out at the RV Show recently held at Pomona, CA. When I explained my problems and the additional problems I have encountered from the RV and the extremely poor results from La Mesa RV Service Center, I didn't drag every item out again, because I have fought this for the last 18 months.

No one, and I mean no one, should be confronted with the problems that existed and were compounded by the poor workmanship, either by manufacture or manufacture service representatives, and in this case, La Mesa RV.

Now, Mr. Neal, you are acting as a "Third Party", per your business card and confirmed by Mr. Tiffin, during our brief meeting.

Yesterday, you brought in two more individuals and that I suppose means "Fourth and Fifth Parties", one being a "salesman" who would contact me

and put a "package" together on a new RV, and a "Attorney" who would put something together so the current RV owned by me could be returned to LaMesa RV, and E-Trades could be paid to end my current contract with them.

You ask me to submit to you a copy of the information from the RV that was displayed at the Pomona RV Show and you would work from that. I sent the information you requested, along with a cover page, handwritten, that ask if it was true that the 2002 Allegro RV I have actually depreciated in excess of \$40,000.00 in 24 months from date of purchase.

I suspect you confirmed that questions answer when you stated on the telephone yesterday that you were or/had, worked a deal with La Mesa RV to pick up my RV and have in hand a check for \$33,000.00, made out to both Mr. Tiffin and myself.

You then explained that you would have me sign the check and forward it to you or Mr. Tiffin, and that when I came to the manufacturing plant in Alabama in the Spring of 2005, I could expect to pay \$68,500.00 and drive away in a 2005 Allegro Bay. To solve the matter with the check of \$33,000.00, I will sign it immediately, and whoever has it, I suspect La Mesa RV, can be instructed to deliver it to you, there would be no necessity for me to be involved, other than signing it.

I'm open to work with this, up to this point. The MRSP on the paper I sent you, showed a basic retail price of \$128K, with upgrades to \$141K. I have no problem with coming to Alabama to pick the new RV up, but to purchase the RV and bring it back to CA to register, I have to have a check in hand equal to 7.75% of the cost of the vehicle. In this case I must pay about \$9900.00 on \$128K. I've already paid on the RV I didn't have any luck with, and I need to know where we have the room to work around. I suspect if the amount I pay at pick up is \$70K, then I will want to present that for the resale tax here in CA.

You stated Mr. Tiffin was going to take care of the windshield problem on the current RV, here again, everyone, you, Mr. Tiffin and especially La Mesa RV Center are not talking to each other. The windshield breakage is strictly between All Star Glass and La Mesa RV Center. If Mr. Tiffin wants to pay for those two culprits mistakes then that is his choice, and it certainly can't be termed "a favor to me", nor should the cost or value of that ever

come into play when determining what monetary values are due to close this problem.

If you feel it is necessary for me to communicate with the Fourth and Fifth parties, I would hope not, but if required, then it means I must have my lawyer look everything over that's presented, and that takes time. A month, two months, who knows. Mean time I am making payments to E-Trades, and I will want credit for those funds. This can be resolved so easily, just have La Mesa RV pick this unit up, I'll sign the check, have E-Trades paid, and I will purchase a new unit directly from your plant, with a credit toward my purchase.

You used some old saying yesterday and it slips my mind at present, but along the same line, we have one in West Virginia that goes something like this, "don't send good money after bad, and don't spend a dollar to save a dime". Makes my structure in business understandable.

Looking forward to hearing from you on your return from vacation.

God Bless and thanks,

U.S. Postal Service Delivery Confirmation Receipt

Postage and Delivery Confirmation fees must be paid before mailing.

Article must be properly addressed.

Ms. Kenneth Neal
40 Tiffin Motor Home Ave
P.O. Box 596
Red Bay, AL 35582

POSTAL CUSTOMER:
Keep this receipt. For inquiries:
Access Internet web site at
www.usps.com
or call 1-800-222-8111

Check one (POSTAGE WILL BE PAID BY ADDRESSEE)

- ☒ Priority Mail® Service
☐ First-Class Mail® parcel
☐ Package Services parcel
(See Reverse)



U.S. Postal Service Delivery Confirmation Receipt

Postage and Delivery Confirmation fees must be paid before mailing.
Article must be in the completed by sender.

POSTAGE AND DELIVERY CONFIRMATION RECEIPT

Tiffin
P.O. Box 596
502 4th St. NW
Red Bay, AL 35582



POSTAL CUSTOMER:
Keep this receipt. For inquiries
Access Internet web site at
www.usps.com
or call 1-800-222-1811

CHECK ONE (POSTAL USE ONLY)

- ☒ Priority Mail Service
- ☐ First-Class Mail parcel
- ☐ Package Services parcel

(See Reverse)

PS Form 3800, May 2002

11/9/04

Mr. Bob Tiffin
Tiffin Motorhomes Inc.
P.O. Box 596
502 4th street, N. W.
Red Bay, Alabama 35582



9 November 2004

Mr. Bob Tiffin
Tiffin Motorhomes Inc.
P. O. Box 596
502 4th Street, N. W.
Red Bay, Alabama 35582

Dear Mr. Tiffin,

Late on this, but I want to take the time to say "Thanks" for taking time to meet with me at the Pomona RV Show here in California during October 2004..

Apparently the meeting meant less to you than to me, and that is the grounds for this letter. When I spoke with, or possibly to you, you appeared not to be to awfully interested in the problems and avenues I had attempted to take and resolve the issues, especially the safety issues I had encountered in the ownership and operation of my 2002 Allegro RV.

I was advised by Mr. Neal, your representative, to pick my RV up from La Mesa RV in San Bernardino, CA, and take it home until he (Mr. Neal) could work out something that would be acceptable to me. Mr. Neal requested I send him the MRSP sticker off the Allegro Bay I looked at, (Pomona RV Show), and I did that on 10/15/04, \$120750.00 and with upgrades \$141288.00.

Mr. Neal contacted me by telephone and told me that he had "worked a deal" where the RV I have would be picked up from my home by La Mesa RV, and that they would have a check in hand for \$33000.00 made out co-jointly requiring both Tiffin Motors and me to sign. I was to sign the check, have it returned to you, and I would be able to come to your plant in April 2005, receive a credit for the \$33000.00 pay the difference of \$68500.00 and pick up a 2005 Allegro Bay. The matter of the payments and balance owed

on this RV in my possession has been discussed in detail repeatedly, by letter and telephone, and there appeared to be no misunderstanding on that detail. I had inquired on 10/15/04 to Mr. Neal, if in fact the product purchased by me, the 2002 Allegro RV, had in fact devaluated at the rate of nearly \$20000.00 per year for the last two years. I received no acknowledgment from that question, but was assured by a sales representative at La Mesa RV, your product was in fact a great money loss when attempting to sell or trade in. La Mesa RV isn't your friend.

I had no reason to really care as to the extreme devaluation of this RV, since I figured by coming to your plant to pick and purchase a new vehicle it would work out for me. I was assured by Mr. Dan Blanke in the first week of August 2004, your representative here in CA, that a RV could be made available directly to me, saving the mark up of the dealer. That same assurance was made by Mr. Neal. That would compensate any loss I would have been involved in, and I was acceptable to that. At age 65, and retiring, the new RV would more than likely outlast me in life, and as long as my wife and myself were happy, then so be it.

I agreed verbally, to the \$33000.00 credit and the \$68500.00 balance that would be due when I arrived to pick up the 2005 Allegro Bay that I would get, and that RV price would be without any upgrades. The MSRP on the copy I sent to Mr. Neal was for \$120750.00 and the one I just seen at Las Vegas was for the same price, but the one I received from Mr. Neal was for \$126630.00, almost \$6000.00 difference. Looks like a game, with me the automatic loser.

Mr. Neal contacted me on 26 October 2004, and told me that he would be having two other individuals contact me and resolve the items necessary before the current RV could be picked up, and a final price be declared and accepted, regarding upgrades, if I wanted them. I wrote him a letter on 27 October 2004, and it should be there in his file.

I sent him a signed Sales Agreement, with the mileage, and required paperwork to insure that the 2002 Allegro RV could be picked up and driven to where ever it would go. I also, provided him with the information concerning E-Trades, and the outstanding balance of \$58000.00 + balance due.

On 1 November 2004, I called your office and spoke with a sales representative to see if there were any other local outlets here in southern CA that would have your RV's on display, and was told that nothing other than La Mesa RV. I explained that I would be in the San Bernardino area on business and wanted to know if I could identify where an Allegro Bay could be viewed, and was told to contact Mr. Blanke who would be able to help me, so I called and had to leave a message, and requested he call me back if possible, which never happen. Within the hour, I got a call from Mr. Neal, who advised me NOT to go to La Mesa RV, and that he would have a full brochure shipped to me that day, for me to look at, and pick out the colors and materials I wanted to have. At this point I understood, upgrade would be my responsibility to pay, over and above the \$68500.00 due at the time I came to pick the 2005 Allegro Bay unit up.

I called for Mr. Neal on 4 November when nothing arrived, was told he was on the telephone but would call me back. Apparently the promised package hadn't been sent because he never returned my call and the promised package with pictures and upgrade prices arrived, 5 November 2004, by overnight express.

I was scheduled to be in Las Vegas at the United States Marine Corps Birthday Ball on 7 November 2004, so I took the package with me so I could take my wife and show her what the Allegro Bay really looked like. I located one Allegro Bay and went on 8 November 2004, and overall the vehicle was very nice, but as we were looking there were 3 items that stood out showing less than average workmanship, the veneer simulated wood paneling was separating on the slide out door, the shower door was not installed straight and the flip up counter top at the end of the sink was slanted with about 1/2 inch drop on one end.

I made a comment to the sales representative that "quality control" didn't appear to be a big factor in the production of RV's. His statement was "we provide you with a place to park for several days and we repair or replace anything your find wrong before you leave here, and that is for all vehicles we sell". Understand that you provide the same opportunity there in Alabama also. I guess my problem with that is "why does the consumer have to be your or anyone else's quality control" when they could police their own products to eliminate this task and problems for the buyers?

Mr. Tiffin, I have all my telephone records, my letters and a parcel full of papers concerning the entire situation. I am coming back to your desk directly for resolve. You throw this in the trash can, turn it off as you did when we met, make your own decision, I will not write again, not to Tiffin Motorhomes, Inc. If I can't resolve this matter to my satisfaction, and if your product is so over or mispriced for the consumer, and without full disclosure that the products devalue at such an accelerated pace, then I will contact the CA Consumers Division and local Los Angeles Consumer Fraud Investigation that the local TV stations expound and expose repeatedly, and request an in-depth investigation, and I am sure I am not the only person confronted with this problem. I will spell out why I am so upset with this great difference between the original cost, current blue book value, CA DMV assessment and the proposed loss difference of the \$25000.00 that becomes into play per Mr. Neal. On top of the money I have already paid, it will make for a good story.

I go to this extent, because apparently you don't care. I attempted to resolve this matter and stay as a customer with Tiffin, not going outside to another source, but maybe you feel it to be in your best interest not to retain my business. When I read what is printed in your Roughing it Smoothly Magazine, it appears to be a different story, so I don't know which to try and follow.

I made arrangements about 10 days ago to purchase property in Eureka, MT, and opened Escrow on a vacant property that I can place a septic, electric and water well to take the RV I was told I would get, and live 4 to 6 months each year. I proceeded with my life's plans based on the conversations and communication I had with your representative Mr. Neal. Yesterday, 8 November 2004, I got a telephone call from Mr. Neal, and now he relates that E-Trades and him can't come to a closure on the \$58000.00 that is owed on the 2002 Allegro. Mr. Neal felt I will be made to pay the difference of \$25000.00 to E-Trade just so this unit can be picked up and resold with the burden being placed on me.

As I was driving, and talking on the Cell Phone, Mr. Neal attempted to explain he told someone at E-Trade that the amount of monies, \$25000.00, difference between current note and the \$33000.00 Mr. Neal stated the check would be for from La Mesa RV, would be added to the amount I would finance when I picked up the 2005 Allegro Bay. At no time did I ever relay to Mr. Neal that I would finance the new purchase, nor did I relate how I

would pay for it, only that I would pay in full the amount of \$68500.00. I can write a check, today, for the full amount of purchase, and you can confirm that by looking at my attached bank statement. Look in a mirror and if you see a fool, it won't be me. I pay an Accountant to advise me, not Mr. Neal.

Now by my calculations, the basic 2005 Allegro Bay goes for a high sticker price of approximately \$126000.00, per the information Mr. Neal had sent to me, and if I subtract \$58000.00 I immediately get into the area of \$68000.00 difference. That was what was offered until Mr. Neal tried to recalculate on me yesterday.

Today, I checked and found that the State of CA DMV has the current resale value assessment of this 2002 Allegro RV at the \$58000.00 range, and on the internet the range value of the same RV is also \$58000.00 book value. What Mr. Neal and anyone else involved is attempting to pull off, will not work.

This is what I will do, and nothing more at this point. When this leaves my hands today, I'm finished dealing. I want this resolved before the next payment is due, (December 2004) or each payment will only cause more fuel on this fire.

I agree to the following:

1. 2002 Allegro RV in my possession can be picked up and driven to where ever it needs to go, effective 27 October 2004.
2. E-Trades will be paid by whoever takes the 2002 Allegro RV that I have already provided a Bill of Sale to Mr. Neal, with no indebt ness to me.
3. I have and will accept a \$33000.00 credit against the 2005 Allegro Bay I will come to Alabama in April 2005 and pick up, at my expense.
4. The balance, \$68500.00, difference quoted by Mr. Neal will be prepaid before April 2005. Once I receive a written a Contract for Purchase, I will make arrangements to prepay the balance of \$68500.00 immediately or within 60 days. Need to make arrangements through my Accountant how to handle the purchase and timeline of how to pay balance for my personal tax.
5. The following standard and upgrades are requested to be incorporated into the new vehicle purchased, and I agree that upgrades will be paid for in advance by 15 January 2005.

Workhorse 22,000lb Chassis	N/C
Regal Blue Partial Paint	N/C
HWH Hydraulic Manual Jacks	N/C

Water Filter	Std
Interior - Palm Beach	N/C
Oak Wood Interior Cabinets	N/C
3 - Burner Cooktop w/Oven	N/C
Home Theatre Sound System	Std
<u>Upgrades requested: and will paid for by me.</u>	
Power Sun Visors	\$490.00
F/S Dinette w/Shelf and Cabinets	910.00
Cell Phone Antenna	105.00
Semi Automatic Satellite Dish	910.00
Dual Pane Insulated Windows	
Does not include Entry Door	980.00
1-Step Automatic Awning	700.00
Tru-Center Steering System	630.00
1000 Watt Inverter - Front TV	700.00
4 Door Refrigerator w/Ice Maker	1750.00
Washer Dryer Ready w/Cabinet	280.00
Washer/Dryer	1260.00
Vacuum Cleaner System	350.00
Ultra Leather Dr/Pass Seats - Power	1120.00
Ultra Leather Recliner	700.00
Ultra Leather Hide a Bed	700.00
Bedroom AM/FM/CD Stereo	336.00
Total Up-Grades	\$11921.00

Mr. Tiffin, again, I am appealing to you directly, and ask you to intervene and use this letter as a basis to close out this case.

God Bless,

From: "USPS_Track_& Confirm_" <USPS_Track_Confirm@usps.com>
To:
Sent: Friday, November 12, 2004 7:22 PM
Subject: USPS Shipment Info for 0303 0130 0003 3269 7965

This is a post-only message. Please do not respond.

_____ has requested you receive a Track & Confirm update, as shown below.

Track & Confirm update provided by the U.S. Postal Service, 11/12/04

Label Number: 0303 0130 0003 3269 7965

Service Type: Delivery Confirmation

Shipment Activity	Location	Date & Time
DELIVERED	RED BAY AL 35582	11/12/04 10:24am
ACCEPTANCE	TWENTYNINE PALMS CA	
11/09/04 2:52pm		

Reminder: Track & Confirm by email

Date of email request: 11/12/04

Future activity will continue to be emailed for up to 2 weeks from the Date of Request shown above. If you need to initiate the Track & Confirm by email process again at the end of the 2 weeks, please do so at the USPS Track & Confirm web site at <http://www.usps.com/shipping/trackandconfirm.htm>

USPS has not verified the validity of any email addresses submitted via its

11/13/2004

online Track & Confirm tool.

For more information, or if you have additional questions on Track & Confirm services and features, please visit the Frequently Asked Questions (FAQs) section of our Track & Confirm site at <http://www.usps.com/shipping/trackandconfirmfaqs.htm>



26 November 2004

Ms. Terry Bannister
Action Line
Box 8585
Ventura, CA 93002

Dear Ms. Bannister,

Just sent you an E-Mail, and will follow up with this letter and copies of paperwork I have concerning the 2002 Allegro RV in question.

As a business person I understand "Buyer Beware", and don't think that anything I have encountered with this RV could have been handled any differently on my part, other than I have been very patient and tried to remain pleasant in my encounters with Tiffin Motorhomes Inc. and the Service Department of the San Bernardino La Mesa RV. Maybe if I would have stood in the waiting room or sales floor and screamed, cussed and threaten it would have been handled differently, but I'm not that kind of a person.

I had the occasion to meet with Mr. Bob Tiffin at the Pomona RV Show recently, and attempted to explain to him what problems had been encountered, the imposition and unpleasantness that my family was made to endure, because you just can't park and walk away from it. The more I think of that short, brief encounter, I was only tolerated by Mr. Tiffin because I caught him unexpectedly, and he was in no position to walk away.

During the whole time in his presence, as we sat at a table, and I talked, Mr. Tiffin, I feel was taking a "Alabama IQ Test", because during the whole time he looked down at his lap and would place his finger tips together as if it was a task of some type. I apologize for wasting his time on that encounter.

I spoke with a Mr. Neal, who is one professional liar, if ever one was born, who represents Tiffin Motors, per Mr. Tiffin's choice. Each and every communication I have had from Mr. Neal, as an end result to resolve this matter and free me from this RV, will cost me, now upwards to \$40000.00.

As you can see from the copies sent, I have addressed the matter of massive depreciation for the two year period, and just taking the amount paid, minus what they tell me they will allow back on trade, comes to a loss of \$37,000.00, or \$1541.66 monthly, add on my interest and insurance cost, much more.

At first contact, Mr. Neal told me that the RV would be taken back by La Mesa RV, giving me a credit of \$33,000.00 and that if I came to Alabama, they would sell me another larger, newer RV for the difference of \$68,500.00. The MSRP of that RV was originally \$120,000.00, and by me going directly to the factory there would be no "middleman markup", so not being privy to their mark up schedule, I figured, the difference of the \$18,500.00 probley did cover dealer markup, transportation and dealer prep.

Then Mr. Neal came back and stated that the difference of what I owed and what La Mesa RV would give in a check that would be made out to Tiffin and me, would require me to pay the finance company \$25,000.00 before this could be accomplished.

Now, this brings up several things.

If I add \$25,000.00 to the \$101,500.00 I come up in excess of the MSRP, of which I could buy at anytime for \$120,000.00 without Tiffin's involvement.

If La Mesa RV has already made markup on a product that has proven to be inferior, or just plainly manufactured incorrectly, then why should they be allowed to purchase the RV back as less than half the original value, in less than 24 months, and make a check to both "Tiffin Motorhomes Inc and George Croft". Not only does La Mesa RV stand to make \$20 to \$25000.00 profit in the resale of the subject RV, but Tiffin ties up the remainder of the monies, \$33,000.00, just to force me to deal with them on another higher priced RV.

If the current Insurance Carrier, the DMV of CA, and the Blue Book value of this 2002 Allegro RV are listed in the \$57 to 58,000.00 range, then how

does Mr. Neal, or whomever within La Mesa or Tiffin Motorhomes, figure that La Mesa RV and Tiffin both should have 100% gain and me 100% loss? I am willing to hire an attorney and take this to the State of CA, Consumers Protection, or which ever office needed to bring this to a head, and immediately.

I offered to let the RV be picked up by La Mesa RV, sign the check, have either La Mesa or Tiffin pay E-Trade Financial the \$25,000.00 balance, (\$58,000.00 total, and current owed, and also assessed value per three different sources) and I would accept the losses that I have incurred from date of purchase. I also agreed to go to Alabama, at my expense, buy the discounted \$120,000.00 RV and pay the \$11 or \$12000.00 for upgrades, paying the first figure of \$68,500.00 plus now the upgrade figure, approximately \$82,000.00 to Tiffin, and they already would have the \$33,000.00 check.

That would have kept me an Allegro customer, hopefully not to experience the problems and difficulties encountered on the current RV, and everyone would walk away happy and satisfied. As it stands, La Mesa RV and Tiffin want me to bear all the financial burdens, accept the performances of an inferior RV produced and sold, smile, bend over and take it again.

I explained to Mr. Neal also, that when La Mesa RV returned my RV, after this last encounter of replacing the seat belt, 2nd time, failed on both trips we took and being a safety item required by law, I had to rig them as lap restraints only, replacing or repairing the windshields mechanical operation, 2nd, failed twice in bad rain weather, replaced both windshields that were broken from stress, 2nd time, A/C complete failure, both trips, commode failure and having to ride 8 days with the smell being drawn back into the RV during travel. Option was not to use it completely or using it during the days drive and emptying daily, requiring me be able to find a dump station regardless of what our plans were.

When I notified La Mesa RV I couldn't hook up to the house current because they failed to return my adapter plug in, they promised me they would ship it immediately, but after ten days I drove the 90 miles one way, to find out where my plug was, just to be informed they failed to ship as promised. When I did get the adapter plug from their parts department, the clerk stated "you can't use your A/C and other electrical at the same time because you will "blow fuses" or cause complete loss of power".

After two years of this screwing, I'm tired.

Will wait to see if you want to become involved, if not I need to get this into the CA Courts system, and use an attorney.

God Bless and Thanks

Twentynine Palms, CA

PS: Mr. Neal responded by telephone, 11/15/04, to my last letter dated 11/09/04, to Mr. Tiffin. I was in a meeting at the time of his call, and ask him to just reply to the contents of my letter, in writing so I could take my time to digest what it was he was proposing, this time, because it changes every time he calls. He stated he would, but nothing has come, either by mail or telephone since that date.

Tiffin Motorhomes, Inc.

105 2nd Street NW
Red Bay, Alabama 35582
www.tiffinmotorhomes.com



Phone: (256) 356-8661
Fax: (256) 356-8219
info@tiffinmotorhomes.com

November 29, 2004

Twentynine Palms, CA

RE: Tiffin Motorhomes, Inc.

Dear

This will serve to confirm our recent telephone conversation and will acknowledge receipt of your recent correspondence.

as you will recall in our recent telephone conversation, we advised that Tiffin Motorhomes would be willing to sell to you for \$102,000 a 2005 37' DB Allegro Bay Motorhome built on a 22,000 pound Workhorse Chassis. We advised that the actual cost of this motorhome is \$103,500. It is my understanding that when you met with Mr. Tiffin at the Pomona, CA RV Show that Mr. Tiffin agreed to assist you with the purchase of a new motorhome by contributing \$1500.00 towards payment on the motorhome. Therefore, Tiffin Motorhomes is willing to sell to you the 2005 37' DB Allegro Bay built on a 22,000 pound Workhorse Chassis equipped just exactly as the motorhome listed on the MSRP Sheet that you saw at the Pomona Show for \$102,000. We also agreed to assist you in locating someone to purchase your motorhome.

La Mesa RV's has agreed to pay \$33,500 for your motorhome. In our conversation, we advised that we had hoped to get your financial institution, E-Trade Financial to agree to a swap of the collateral. We have discussed this matter with Eric Huxtable of E-Trade Financial on several different occasions and he advised that E-Trade Financial would not be willing to swap the collateral. Mr. Huxtable told us that the entire loan would have to be paid off prior to the time the title could be released on your 2002 Allegro Motorhome. If you can make arrangements to pay off the 2002 Allegro and then sell it, Tiffin Motorhomes stands ready, willing, and able to sell to you the 2005 Allegro 37' DB built on a 22,000 pound Workhorse Chassis as we quoted to you for \$102,000.

When we recently spoke with La Mesa RV's, they advised that they are still willing to pay you \$33,500 for your 2002 Allegro. Before E-Trade Financial will release the title, you will be required to pay the balance of your loan with them.

After you have a chance to review this information, please contact the writer collect at 256 764 9451.

"Just ask someone who owns one"

Page 2

Sincerely,

K Neal

Kenneth Neal,

Third Party Administrator of Claims for
Tiffin Motorhomes

From:
To: "Terry Banister" <tbanister@affinitygroup.com>
Sent: Monday, November 29, 2004 5:29 PM
Subject: Re: Action Line Comment

11/29/04

Ms. Bannister,

Been busy, busy today, got this E-Mail late, but I sent a Priority Mail envelope to you last Wednesday, and because of the the Holiday, it may not get to your desk before today or tomorrow, and I will gladly provide anything I have concerning this problems.

It largely rest on the deception that Tiffin/LaMesa RV Sales, or the "Third Party" Mr. Neal is playing out, could be one, or all or any combination thereof.

It rest on the fact that Mr. Neal stated, after speaking with Mr. Tiffin and La Mesa RV, that my 2002 Allegro RV, was being purchased by La Mesa RV, for \$33,000.00, in which the check would be made out to both Tiffin and myself. Not being a complete idiot, I understood this would make sense to have the check made out to both parties, since the total pay off to E-Trades would be \$58,000.00, and the RV is currently valued at \$58,000.00, and I had expressed the desire to purchase another RV from Tiffin, getting only \$33,000.00 credit toward the purchase of a \$101,000.00 new RV, and I would pay the additional upgrades, at the time of pick up and purchase.

Up to this point, no problem. The problem then rest on the next two telephone calls I received from Mr. Neal, (after I agreed to the \$33,000.00 credit toward another RV), who called back the next time and insist I would be responsible to pay or continue to assume the \$25,000.00 debt with E-Trade, then tie up the \$33,000.00, (against the \$58,000.00 vehicle) forcing me to continue dealing with Tiffin, in the purchase of another Tiffin Motorhome, that I would have to go get, and allowing who (?), Tiffin, La Mesa RV or Mr. Neal to pocket whatever monies gotten in the resale of the existing RV I am turning over to them.

Again, the currnet monies I have invested, and the \$25,000.00 project loss would certainly amount to \$1500.00 to \$1800.00 monthly x 24 months. Want to go to State of CA, Consumer Affairs and if necessary to see if this vehicle falls under the Lemon Law, even though I understand the time limits may come into play, but that is something the Attorney will have to sort out.

11/29/2004

Sorry, and I apologize for getting you involved, but I appreciate your help. What doesn't make any sense to me is that Mr. Neal "baited me" then switched his tactics when I agreed because I felt they were being honest in their efforts to keep my business, especially in the up-trade of taking another one of their RV's. They certainly are the cheapest, I find by looking in the same magazine I found your column in, that for \$140,000.00 I can go to Montana and get a 37' Diesel, or buy a gas RV, same length, for less.

I see in the magazine, an ad by La Mesa RV, where they claimed to have purchased 900 used RV's this year. I have made a trip to the La Mesa RV Sales, in San Berdarino, nothing, and I mean nothing in the year 2002, is anywhere near \$33,000.00. Last week every RV on their lot, in the 2002 year, was over \$50,000.00 and that takes in to account for the RV's that originally sold for less than \$70,000.00 or higher new.

God Bless and Thanks

Twentynine Palms, CA

----- Original Message -----

From: Terry Banister
To: George Criss
Sent: Monday, November 29, 2004 9:16 AM
Subject: RE: Action Line Comment

Thank you for contacting Highways concerning the problems with your Allegro Bay RV. If you would like to file an Action Line petition, send a letter of request, along with copies of any relevant backup paperwork to:

Highways Action Line
2575 Vista Del Mar Dr
Ventura, Ca 93001

11/29/2004

From:
Sent: Friday, November 26, 2004 10:16 AM
To: Terry Banister
Subject: Action Line Comment

11/26/04

Have had problems with my 2002 Allegro RV, have receipts of where La Mesa RV Service supposedly repaired them, took two trips, the first produced problems, same problems came up again, seat belt, windshield wiper operations, air conditioner, (114 degrees on two days of travel) all failed on both trips. Windshields (both) replaced twice, breakage determined due to stress, commode replaced due to inferior quality. To own this Tiffin RV, you must plan your daily drives from one RV Service Center to the next up the road.

Tiffin Motorhomes Inc, will sell me another, double the price of this RV, if I am willing to take a \$37K loss for the 24 months I have owned this trash vehicle. Any vehicle produced that depreciates 53% in 24 months should come with a "Disclaimer"

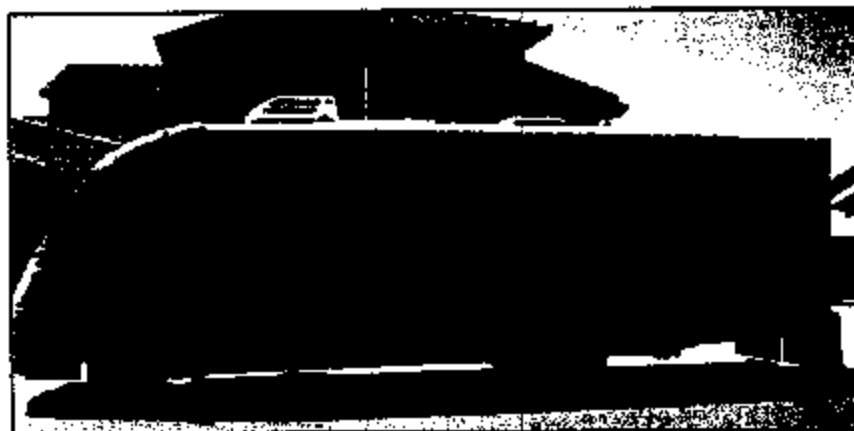
Am sending you copies of the complete package of paperwork (USPS First Class) I have at present, and you can review what I have been up against, any help I would appreciate it.

God Bless and thanks,

Twentynine Palms, CA

11/29/2004

1992 Tiffin Motor Homes Allegro Bay M-34, Mesa, Arizona

**CLASSIFIED AD***The greatest place on the Internet to find, sell and buy!*[List An Ad](#) [Search Ads](#) [Modify An Ad](#) [Links Page](#) [Contact Us](#) [Class](#)**Sell Your Used RVs**[Sell Your Used RVs](#)[Modify Your Ad](#)[Why Sell Here?](#)[Testimonials](#)**Used RVs For Sale**[Browse RVs](#)[Power Search](#)[Free Newsletter](#)**RV Accessories**[What's my RV worth?](#)[RV Books](#)[RV](#)[Financing](#)**1992 Tiffin Motor Homes
Allegro Bay M-34**[Click here for next photo](#)

Type:	Class A Gas
Year:	1992
Make:	Tiffin Motor Homes
Model:	Allegro Bay M-34
Vehicle Location:	Mesa, Arizona
Price:	\$31,000 - US Dollars - Finance this RV!

[Tell a friend
about this](#)**Description:**

RVType: Class A
Make: Tiffin
Model: Allegro Bay
Year: 1992
Length: 32
Mileage: 47000
Price: 31000
FuelType: Gas
Engine: Chevy 442
Slideout: No slide-out
Sleeps: 6

New carrier V air conditioner. Stable ride air suspension. Second owner. Original generator 631 hours. Very Clean.

Engine/Chassis Specs:
 Chevy 442 Stable ride air suspension

View The Rest Of This Seller's Inventory:
<http://www.myboatrv.com/> (opens in new window)

Additional Information: Contact Information:

Stock #:	rogersonp% earthlink.2	(You may contact the seller by email)
Mileage:	47000	Click to Email: CLICK HERE
Length:	32.00	TO REPLY - RVs
Fuel Type:	Gas	Nationwide
Number AC	1	Corp Headquarters in
Units:		Dallas, Texas
Number	6	
Sleeps:		
Has		Listing #: 69776
smoking	No	Visitors: 432
occurred in		
RV?		
Have pets	No	
lived in		

RV?

Awnings: Yes
\$31,000 - US
Dollars -
Price: [Finance this RV!](#)

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1995 Tiffin Motor Homes Allegro Bay M-28, Hondo, Texas

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1995 Tiffin Motor Homes Allegro Bay M-28

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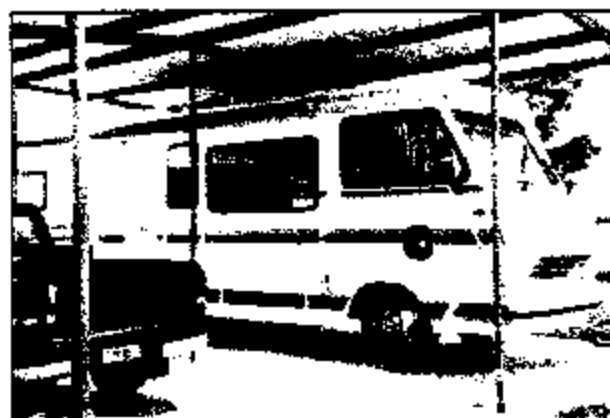
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Type:	Class A Gas
Year:	1995
Make:	Tiffin Motor Homes
Model:	Allegro Bay M-28
Vehicle Location:	Hondo, Texas
Price:	\$24,000 - US Dollars - <u>Finance this RV!</u>

Tell a friend
about this it

Description:

1995 Tiffin, Allegro Bay

Lots of extras on this Allegro Bay, Jacobs electron ignition, onan generator, hydrolic booster brake, 4 mitch. tires on rear and 2 almost new on front, ven covers, tv, microwave and wired for outside telephone. Has been kept undercover, no pets and no smoking, very clean.

Engine/Chassis Specs:

Chevy 454

Additional Information: Contact Information:

Stock #:	10004	(You may contact the seller by email)
Mileage:	41000	
Length:	28.00	Click to Email: CLICK HERE
Fuel Type:	Gas	<u>TO SEND EMAIL</u>
Fuel Capacity:	0.00	Rv NOT located in, Nevada
Water Capacity:	0.00	
Number AC Units:	1	Listing #: 70484
Number Sleeps:	7	Visitors: 679
Has smoking occurred in RV?	No	
Have pets lived in RV?	No	
Awnings:	Yes	
Price:	\$24,000 - US Dollars - Finance this RV!	

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1992 Tiffin Motor Homes Allegro Bay M-30, Aledo, Texas



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1992 Tiffin Motor Homes Allegro Bay M-30

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Type:	Class A Gas
Year:	1992
Make:	Tiffin Motor Homes
Model:	Allegro Bay M-30
Vehicle Location:	Aledo, Texas
Price:	\$20,000 - US Dollars - Finance this RV!

Tell a friend
about this RV

Description:

1992 Tiffin Allegro Bay 30' Nice condition, well maintained. Has drivers door, onan generator, ice maker, max air vent covers, cab over pull down bunk, rear queen bed, RCA front 13' color TV. Has shower on right side with toilet and vanity on the left just forward of the aft bedroom.
\$20,000 OBO

Engine/Chassis Specs:
Chevy 454

Additional Information: Contact Information:

Stock #:	10039	(You may contact the seller by email)
Mileage:	58000	
Length:	30.00	Click to Email: CLICK HERE
Fuel Type:	Gas	<u>TO SEND EMAIL</u>
Fuel Capacity:	0.00	Rv NOT located in, Nevada
Water Capacity:	0.00	
Number AC Units:	1	Listing #: 70803
Number Sleeps:	8	Visitors: 697
Has smoking occurred in RV?	No	
Have pets lived in RV?	No	
Awnings:	Yes	
Price:	\$20,000 - US Dollars - Finance this RV!	

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1999 Tiffin Motor Homes Allegro M-29, Cloverdale, California



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1999 Tiffin Motor Homes Allegro M-29

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Type:	Class A Gas
Year:	1999
Make:	Tiffin Motor Homes
Model:	Allegro M-29
Vehicle Location:	Cloverdale, California
Price:	\$38,500 - US Dollars - <u>Finance this RV!</u>

Tell a friend
about this it

Description:

This motorhome is like new. Excellent condition.

Low Mileage: 28,000 miles

Length: 29 _ feet

Chevy V8 7.4L Automatic Transmission w/Overdri

Antilock Brakes, Michelin 225/70R 19.5, Stainless wheel trim

Fuel 60 Gals, Fresh Water 51 Gals, Blackwater 32 Gals, Greywater 32 Gals

Dual Kitchen sink, Dinette, Sofa, sleeps 6

Rear Queen bed with huge under bed storage

Microwave, refrigerator with separate freezer, gas stove w/Oven

Bathroom, Separate Shower

Furnace, 6 Gal Water Heater

Driver Door w/step, Electric Steps

Extensive Basement Storage

Onan 4.0KW Generator

Heated Mirrors

19' TV with Antenna

Cable/Phone Hookup

AM/FM/CD Radio

Roof Air Conditioner

No Smoking

Accessories:

Fiesta Awning, Ladder

Dash Fans

Maxair RV Ventilator Fan

Roof Vent Covers

2 12/36 Solar Panels on Roof

Hydraulic Jacks

Bike Rack (3 bikes)

Tow Package, Rock Solid Guard, Hitch Lock

Blue Ox Tow Bar.

Engine/Chassis Specs:

Chevy V8 7.4L Automatic Transmission w/Overdri

Additional Information: Contact Information:

Stock #:	10386	(You may contact the seller by email)
Mileage:	28000	
Length:	29.00	Click to Email: CLICK HERE
Fuel Type:	Gas	TO SEND EMAIL
Fuel Capacity:	60.00	Rv NOT located in, Nevada
Water Capacity:	51.00	
Number AC Units:	1	Listing #: 84363
Number Sleeps:	4	Visitors: 296
Has smoking occurred in RV?	No	
Have pets lived in RV?	No	
Awnings:	Yes	
Price:	\$38,500 - US Dollars -	
	Finance this RV!	

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11/26/2004



4 December 2004

Ms. Terry Bannister
Action Line
Box 8585
Ventura, CA 93002

Dear Ms. Bannister,

I sent you an E-Mail and copies of letters that were in my file concerning the relations and problems I have had with Tiffin Motorhomes, Inc.

On my last letter to you I had added a Post Script concerning the telephone conversation I had with Mr. Neal, Tiffin Motorhomes third party representative, and written responses to that telephone conversation had not been received.

I received by DHL, the attached letter on 1 December 2004, as his response.

Ms. Bannister this is just a "shell game" being played by, Tiffin, their representative and possibly LA Mesa RV, since they are the party that would end up with the RV at \$33,000.00, valued at \$58,000.00 by everyone, except Tiffin and La Mesa RV. How strange.

Ms. Bannister, anyone with common sense can see that it doesn't take a "third party" to negotiate a "deal" where the consumer stand to lose an immediate \$25,000.00, plus what I have already invested, and provide that the funds (\$33,000.00) have a string on it, that requires me to buy from the very company who is screwing me by playing games.

I want to go to Mr. Neal's reply and go over it, as explained to me, by him in our telephone conversations.

In paragraph one, there is several items not correct, as written. First, my letter dated 9 November 2004, to Mr. Tiffin, states exactly what was relayed to me by Mr. Neal. The total cost of the new RV, with whatever was allowed to be credit for the RV taken back, I would purchase, at the plant in Alabama was for a total of \$101,500.00, and any additional upgrades would be added to that amount.

Secondly, Mr. Tiffin, did not agree to support or help me with the sale of the current RV. During my talk with him, as previously suggested, I suggested that the vehicle be taken back by Tiffin, and pay E-Trade, that is supported by the E-Mail letter sent to Mr. Tiffin, dated 10/11/24. Up to the point I met with Mr. Tiffin at the Pomona RV Show, no amount had been discussed as to what credit would be extended to me.

Mr. Neal states also that Mr. Tiffin agreed to contribute \$1500.00 toward the purchase of a new motor home. This is totally false. This \$1500.00 comes from the "shell game tactics" of Mr. Neal, attempting to interweave the monies that were used to replace the two windshields that were broken because of "vehicle stress", and nothing else.

The \$1500.00, if that is what the windshield replacement cost, would strictly be between, LaMesa RV, All-star Glass, and Mr. Tiffin, for whatever reason he became involved in the replacement process. If Mr. Tiffin, through his representatives found that the RV has structure faults that allowed for the windshields to be broken because stress, possibly cause by manufactures product, then maybe he is aware of something he isn't declaring

Mr. Neal further alludes that somewhere in our conversations that the matter of the difference of \$25,000.00 due E-trades above the \$33,000.00 that La Mesa RV was going to pay for this RV, isn't correct either. Our conversations, from the start, were because of the E-Mail letter sent to Mr. Tiffin, early September 2004, who apparently turned it over to Mr. Neal.

I requested from the first contact to Tiffin Motorhomes, Inc., for Tiffin to take the vehicle back because of problems that reoccurred, safety problems, and related problems, mainly because the A/C unit did not operate correctly, or as advertised.

Again, I thank you for your support, but, I suspect this must be turned over to the attorney, for resolution. I just can't take a \$25,000.00 loss on top of what I have paid out already.

I would appreciate if you could just get someone to determine why the massive depreciation, being determined only by the manufacture.

A God Bless and Thanks,

Twentynine Palms, CA

HIGHWAYS

THE OFFICIAL PUBLICATION OF THE GOOD SAM CLUB

December 6, 2004

President
TIFFIN MOTORHOMES INC.
502 4th St. NW
PO Box 596
Red Bay, AL 35582

RE:

Twentynine Palms, CA

Dear Sir/Madame:

This letter comes to you from "Action Line," a regular column of *Highways*, a monthly magazine serving more than 1 million members of the Good Sam Club. We received the enclosed letter from one of our members who is having difficulty resolving a problem that concerns your company. As an impartial, third-party mediator, "Action Line" tries to bring the member and business together to equitably resolve their differences.

Due to the large volume of mail handled by this department, only a fraction of the letters we receive are published. Letters that are chosen for the column are edited for style and length. Every attempt is made to choose letters that have educational value for our members.

Your earliest reply concerning this problem, plus a copy of any correspondence forwarded to our member will be appreciated.

Thank you for your assistance with this matter.

Sincerely,



Terry Banister
Assistant Editor

Cc

President, LA MESA RV, 6651 Gilla Ridge, Yuma, AZ 85365

Enclosures



12 December 2004

Tiffin Motorhomes Inc.
ATTN: Mr. Bob Tiffin
502 4th St. NW
P.O. Box 596
Red Bay, AL 35582

Dear Sir,

Taking time now to respond to the letter received from Mr. Neal, by DHL in late November 2004. I address my correspondence directly to you, as owner of the company you should understand that the "third party" you have insulated yourself with isn't working. I will not accept his terms, I want the RV taken back, paid off in full, and if I want to purchase another RV from your organization or not will be confronted at that time.

I have attempted to resolve this matter, as businessmen, but your procedures of not confronting or taking any lead in resolving problems is rather distressing, but I suppose should be expected.

From my original contact with you and La Mesa RV has resulted in absolutely zero response to get to the source of the problem, and that is the 2002 Allegro RV that I purchased. I should add, purchased with the expectations of having something that would provide a source of enjoyment, rather than a source of constant wonderment of what is going to go wrong next.

When I pointed out to you each and every problem that had been encountered, the falsehood of La Mesa RV stating that they had corrected the problems, just to find out that nothing in reality had been taken care, and only to find this out once we were back out on the road on a long planned vacation.

I took time to itemize these to you again, and in that letter, I ask that you merely take this RV back, pay E-trade the \$58,000.00 owed on the RV, and I would just walk away without any financial reimbursement if that is what I had to accept just to get the ownership shifted back to you from me.

Your "third party" person, was pushed in by you, and in that process it elevated to the stage we are currently at.

I never in all my communication requested that you take the RV and give me \$33,000.00 credit toward purchase of another RV. That came from Mr. Neal, and his suggestion that the RV be taken back by La Mesa RV Sales, provide a check for me to co-sign with your organization, in the amount of \$33,000.00, which would be deposited with your organization and credited toward the purchase of a newer larger RV, which was to represent a difference of \$68,500.00, and as it turned out, Mr. Neal wanted me to pay and additional \$25,000.00 to E-Trade, so La Mesa RV could have a clear title to facilitate the resale of the RV taken back.

In a quick math calculations, when all is said and done, your "third party" Mr. Neal has worked out a plan that would provide, if I paid the \$25,000.00 he insist I would owe to E-Trade Financial, and providing La Mesa RV was allowed to give "us" a check for \$33,000.00, applied as a credit with your company, that you would essentially agree to sell me another RV, that currently MSRP's nation wide at \$120,000.00, for what would amount to me, without upgrades, the same RV offered nationwide, I can purchase it for \$126,000.00.

I did agree to purchase another RV, with upgrades, and would pay the difference of the monies owed at time I came and picked up the new RV at your plant in Alabama. This was all based on the fact that you and La Mesa RV took the RV back, paid it off, and resold it to whomever you wanted.

As pointed out, if you maintain that the 2002 Allegro RV is only worth \$33,000.00 total, and has depreciated \$37,000.00 in 24 months, or a loss to me of \$1542.00 each and every month, then I certainly want to reevaluate my stand before I escalate my purchase to over \$120,000.00, just to watch it evaporate like this one appears to have did.

I now feel I will proceed on with contact to the State of CA, Department of Consumers Affairs, and I will continue until you take this RV back and

eradicate my debt to E-Trade. What you or La Mesa RV are able to recover in resale will be up to you. If there is a minimal loss or gain, you share it, and I will accept my loss as total only to me up to this point.

I will relate once more, that when La Mesa RV worked on the RV, especially the overhead AC, that kept "blowing fuses", they took the 30 AMP connector plug, maybe because they felt it to be the problem, and replaced it with a 15 AMP connector plug, which now "blows even more fuses" when an attempt is made to run more than one function in the RV using external power.

Again, I have signed everything necessary for the title to be returned to you, and all you need to do is pay it off with E-Trade, and pick it up. Its yours, and I will persist as long as it is necessary to eliminate this vehicle from my care)

Twentynine Palms, CA

Copy: Ms. Bannister/Assistant Editor, Highways Publication of Good Sam
: California Department of Consumer Affairs, Sacramento, CA.



12 December 2004

California Department of Consumer Affairs

400 R Street

Sacramento, CA 95814

800 952 5210

Dear Sir or Madam,

I have enclose copies of a matter that seems can't be resolved with the two companies involved in the original manufacture and retail sale.

In September 2002, I purchased a 2002 Allegro RV, manufactured by Tiffin Motorhomes Inc, Red Bay, AL and sold through La Mesa RV Sales of San Bernardino.

The vehicle has repeated safety violations, and the actual manufacture of the unit may prove to be "warped or misaligned body chassis" due to the windshields breaking the second time, and determined to be from stress factors, which may well have been what caused the original windshields to break.

I had problems from the purchase date until current with the overhead Air Conditioner, electrical overloads that blows fuses, commode that was defective, windshield wipers that were in-operative during two different storms, seat belts that were in-operative and left the passenger with only a "lap strap" for security.

I only ask that Tiffin Motorhomes and La Mesa RV take the vehicle back and eliminate the debt against it with E-Trade Financial. They can resale or burn it up, their choice.

Currently, the value, from four CA sources show the RV to be valued at \$58,000.00, and I paid \$70,000.00, new, from La Mesa RV. Between Tiffin

Motorhomes Inc and La Mesa RV, they have agreed to pay a total of \$33,000.00 to take the RV Back, leaving me with a \$25,000.00 debt to E-Trades Financial. This would equate to a \$37,000.00 loss to me personally, for a 24 month endeavor, or a loss equated to \$1542.00 monthly.

The RV has demonstrated repeated problems, two, and possibly three being tied to safety, and I believe that if Tiffin Motorhomes Inc., markets their products, especially in CA, then they should be required to display a disclaimer that estimates the monthly depreciation loss that the consumer can expect to bear.

I have had several offers from Tiffin Motorhomes Inc., through their "third party representative" with concurrence from Tiffin Motorhomes management or ownership, that they will work with La Mesa RV take the RV that may well fall under the "Lemon Law" factors, give me a credit for \$33,000.00 and sell me another RV, which would cost me thousands of dollars more, just to get resolve on this problem after problem motor home I currently have.

The bottom line with their offer is, they do nothing to compensate my loss, and as a end result they will provide me with another of their products for \$6000.00 more than what I could purchase it as advertised nationwide. To get this GREAT DEAL, I also must travel to Alabama to make the purchase.

I have attempted to resolve this matter without Attorneys, and I will make this plea to your office. Please, and I know it is a lot of paperwork attached, but try to read through it, and see that I am only trying to protect my family from an inferior and unsafe product, want only to have the RV returned to the seller and/or manufacture, without any more expense to me.

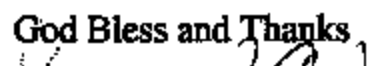
If I have to take a loss from the sales price of \$70,000.00 to the current \$58,000.00 owed, then I will. Knowing then not to ever purchase or utilize either parties products or services. That loss to me would be \$500.00 per month depreciation versus the \$1542.00 per month they currently purpose if I elect to let them take the RV and then me commit to \$40 or 50,000.00 more debt from them.

The RV sit today, exactly as it was returned from La Mesa RV in October 2004, and it still isn't corrected as manufactured and advertised to perform.

On external house electric current the RV overhead Air Condition unit still causes fuses to fail when activated, and should this failure of the fuses to keep the build up and electrical damage from happening, then there is always the danger of a fire being caused and with bottled propane located in the area of the fuse panel, then in reality death or physical maiming could happen.

La Mesa RV Service has "rigged" the failure windshield wipers with a piece of wood under the dash board area, just to facilitate the current operation.

Please contact me and I will provide anything else I have or can get to support my claim. All I want, make them take it back, without additional expense to me and be a bad dream.

God Bless and Thanks,


Twentynine Palms, CA



7430 COPLEY PARK PLACE
SAN DIEGO, CA 92111-1119
(858) 874-8000

January 4, 2005

Terry Banister, Assistant Editor
Highways
2575 Vista Del Mar Dr
Ventura, CA 93001

Dear Terry:

We are in receipt of your letter from Ken Neal, Third Party Administrator for Tiffin Motorhomes also forwarded a copy of his response to you in relation to this matter.

Tiffin Motorhomes appears to be prepared to offer a different motorhome based on the financial amounts outlined in the response letter. At this time, La Mesa RV will continue to assist in servicing his current motorhome and helping him with any issues that arise.

If and Tiffin Motorhomes come to a resolution, La Mesa RV will gladly support any decisions that are made as well as supply service and support to

Thank you for referring this customer's concerns to our attention.

Sincerely,

Steve Love
Customer Relations

Cc:

HIGHWAYS

THE OFFICIAL PUBLICATION OF THE GOOD SAM CLUB

January 5, 2005

George R. Croft
5815 Sunrise Road
Twentynine Palms, CA 92277

Dear

Enclosed please find a copy of the most recent correspondence I have received from TIFFIN MOTORHOMES, INC. concerning the "Action Line" complaint I filed on your behalf. Unless I hear further from them, I will consider the matter closed.

Please let me know if I may be of any further assistance.

Sincerely,



Terry Banister
Assistant Editor

Enclosure

Tiffin Motorhomes, Inc.

105 2nd Street NW
Red Bay, Alabama 35582
www.tiffinmotorhomes.com



Phone: (256) 356-8661
Fax: (256) 356-8219
info@tiffinmotorhomes.com

December 17, 2004

10111352

Mr. Terry Banister
Assistant Editor
HIGHWAYS
2575 Vista Del Mar Drive
Ventura, CA 93001

RE: vs Tiffin Motorhomes

Dear Mr. Banister:

This will acknowledge receipt of your correspondence dated December 6, 2004, and let me begin by taking the opportunity to thank you forwarding your correspondence in regard to this matter.

I am writing to you as the Claims Administrator for Tiffin Motorhomes, Inc.

In September of this year, Mr. Bob Tiffin, the owner and president of Tiffin Motorhomes, advised the writer that a customer by the name of _____ was experiencing problems with his 2002 29' Allegro Motorhome. Mr. Tiffin requested that the writer contact _____ to see if the writer could assist _____ in resolving any problems with his motorhome.

_____ forwarded to Mr. Tiffin a letter dated September 13, 2004, advising that he had made his last payment on his 2002 29' Allegro Motorhome and he was going to leave his motorhome at La Mesa RV's. _____ indicated that if there were any problems coming from La Mesa RV's or from Tiffin Motorhomes that he would settle this matter in court in California. _____ outlined in his letter that he purchased the RV in September 2002 from La Mesa RV's in California and took delivery in Arizona in late 2002 and stored the vehicle for the required 90 days before he returned it to California for registration. He further states that in January 2003, he drove the motorhome to his home in Twentynine Palms, CA and spent the next two months getting it registered and prepared for his first trip across the US for a visit with his family on the East Coast.

_____ advised that he left California the last week of March 2003, drove to San Antonio, TX and for the first few days he was there he slept in the motorhome using the RV only for transportation at that time. _____ stated that on the drive from California to Texas he observed several small items that needed to be taken care of.

"Just ask someone who owns one"

Mr. Terry Banister

Page 2

He said that one of the floor linoleum tiles was completely raised up from the floor and there appeared to be some electrical glitches. [redacted] felt that because the vehicle was new to him he blamed himself for not knowing exactly what he was doing, so he figured the problems rested with him. [redacted] advised that he finally determined that these were actual problems with the motorhome.

[redacted] advised that after he left Texas and was driving on I-10 he ran into stormy weather in Louisiana and that was the start of his real problems. He said that the windshield wipers, which were there for safety and required by law, failed operating erratic and intermittently to the point he was forced to pull over until it was safe to drive again.

Mr. Banister, after discussing this matter at length with [redacted] he was quick to point out to us that he was no longer interested in maintaining ownership of his motorhome. In our discussions with [redacted] he indicated that he was very much interested in obtaining another Allegro Motorhome. We advised [redacted] that we would do everything within our ability to help him try to trade into another Allegro Motorhome.

[redacted] advised us that he was very much interested in an Allegro Bay Motorhome. We informed [redacted] that this would be a "step up" and there would be some difference that would need to be paid if we were able to work out a deal to get him into an Allegro Bay Motorhome and he indicated there would be no problem with this. Shortly thereafter, [redacted] contacted the writer and advised that he would be attending the Ponoma, CA RV show.

During the RV Show in Ponoma, [redacted] contacted the writer and advised that while he was at the Ponoma RV Show he found a 37' Allegro Bay Motorhome built on a 22,000 pound Workhorse Chassis that really interested him. We requested that [redacted] obtain a copy of the MSRP and provide to the writer which we did receive. The MSRP was \$141,280.00. We then ascertained that the dealer cost on this particular motorhome was approximately \$103,500. We proceeded to contact several RV buyers to see what would be the most they would give for Mr. Croft's motorhome. We suggested to [redacted] that he sell his motorhome directly and then the writer would see if we could get an exchange of the collateral with E-Trade Financial, his financial lending institution, to get him into the 37' Allegro Bay he was interested in buying. In our contacts with the various RV dealers, the best offer we were able to obtain was \$33,500. We followed to contact E-Trade Financial and spoke with Eric Huxable and inquired about a swap of the collateral. Mr. Huxable stated that he would have to discuss this with his superiors and shortly thereafter he called the writer and advised that they could not do a swap of the collateral as [redacted] owed \$58,000 on his motorhome and this was the figure E-Trade Financial was expecting to be paid before they would release the title on the motorhome.

We followed to contact [redacted] and advised him that in order for him to get the title released from E-Trade Financial that he would have to pay approximately \$25,000.

Mr. Terry Banister
Page 3

then requested that Tiffin Motorhomes put in writing what they were willing to do in regard to this matter. We complied with his request and we did not hear further from _____ until we received your correspondence.

Mr. Banister, we feel that we have "gone out of our way" to try to assist _____ in getting this matter resolved. Tiffin Motorhomes agreed to discount the Allegro Bay Motorhome another \$1,500 because _____ stated that he had problems with the windshield which are problems we do not feel Tiffin Motorhomes is responsible for; however, as a gesture of customer goodwill and service Tiffin Motorhomes was willing to discount the motorhome \$1,500 which means the total price would have been \$102,000.

We advised _____ that if he paid off his 2002 motorhome that he could get a new loan on the 37' Allegro Bay which he could purchase at dealer cost. We suggested to _____ that he discuss this matter with E-Trade Financial who might be willing to finance the balance of \$25,000 owed along with the \$68,500.

Mr. Banister, we are somewhat appalled by _____ remarks directed at Mr. Tiffin indicating that he felt like Mr. Tiffin was giving him an Alabama IQ Test and calling the writer a professional liar, if ever one was born.

Mr. Banister, in our many conversations with _____ we were very attentive to his complaints and extended every courtesy to him in trying to resolve this matter. We wish to reiterate that Tiffin Motorhomes is still willing to sell to _____ the 37' Allegro Bay Motorhome that he wants for \$102,000, which is dealer cost, and further agreed to deliver the motorhome to San Antonio, TX as he had requested or he could travel to Alabama to get the motorhome.

We also noticed in _____ correspondence that he could not believe that his 2002 Allegro RV is only worth \$33,000 and that it depreciated \$37,000 in 24 months. As you are probably aware, motorhomes do depreciate substantially.

In closing, we wish to point out that Tiffin Motorhomes is ready, willing, and able to sell to _____ a 37' Allegro Bay Motorhome that he has requested for \$103,500 minus the \$1500 for the windshield problems or a total of \$102,000. _____ mentions in his letter that he has checked and found that the State of California DMV has a current re-sale assessment of his 2002 Allegro RV at \$58,000 and on the internet the value is in the range of \$58,000. If _____ is able to sell his motorhome for this amount of money, we feel this is great; however, the best price the writer was able to get for the motorhome is \$33,500.

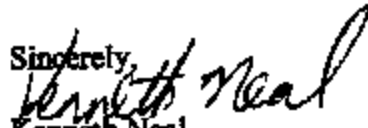
We hope that the above will outline to you the position of Tiffin Motorhomes and their willingness to try and resolve this matter with _____

Mr. Terry Banister
Page 4

We regret that E-Trade Financial is not willing to swap the collateral and this matter cannot be worked out easier for

Please advise if there are any questions we might answer for you that have not been addressed above.

Sincerely,


Kenneth Neal,

Third Party Administrator of Claims
For Tiffin Motorhomes, Inc.
P.O. Box 86
Florence, AL 35631

CC: Mr. Bob Tiffin
Tiffin Motorhomes, Inc.
P.O. Box 596
Red Bay, AL 35582

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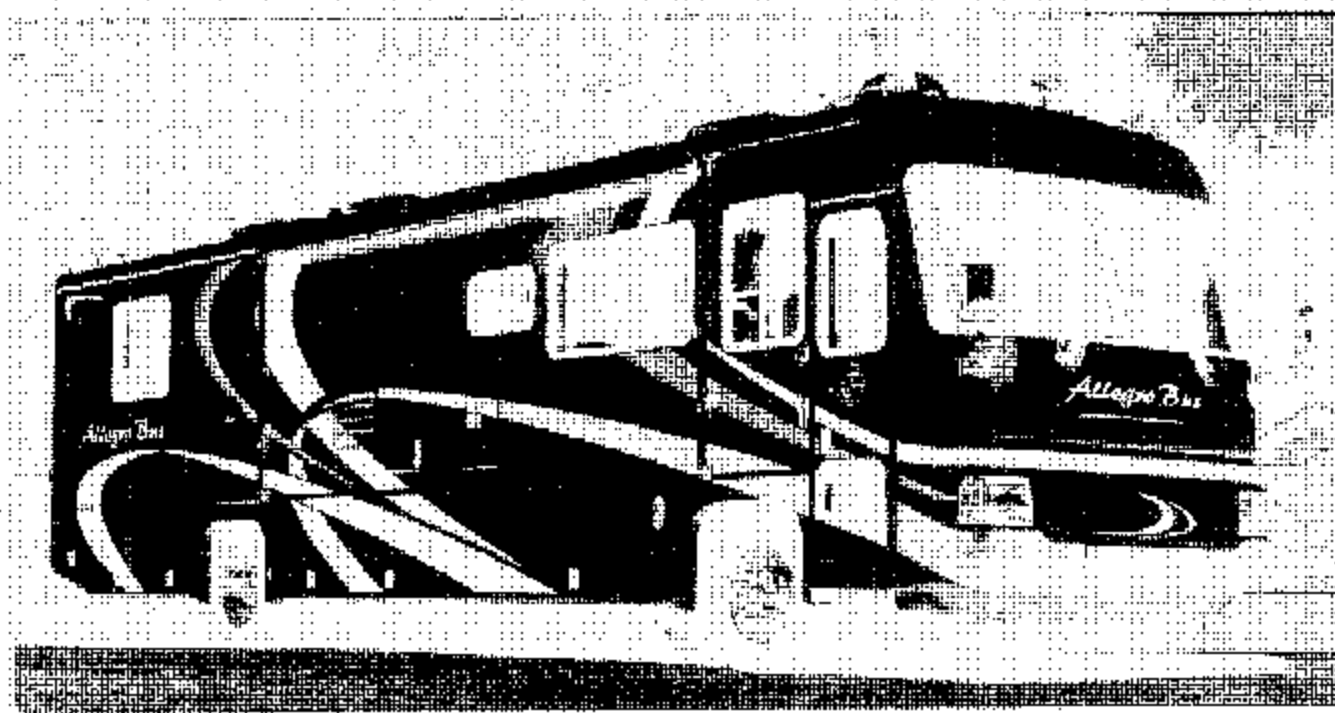


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(858) 874-8000

January 4, 2005

Terry Banister, Assistant Editor
Highways
2575 Vista Del Mar Dr
Ventura, CA 93001

Dear Terry:

We are in receipt of your letter from Ken Neal, Third Party Administrator for Tiffin Motorhomes also forwarded a copy of his response to you in relation to this matter.

Tiffin Motorhomes appears to be prepared to offer a different motorhome based on the financial amounts outlined in the response letter. At this time, La Mesa RV will continue to assist : in servicing his current motorhome and helping him with any issues that arise.

If and Tiffin Motorhomes come to a resolution, La Mesa RV will gladly support any decisions that are made as well as supply service and support to

Thank you for referring this customer's concerns to our attention.

Sincerely,

Steve Love
Customer Relations

Cc:



10 January 2005

Ms. Terry Bannister
Action Line
Box 8585
Ventura, CA 93002

Dear Ms. Bannister,

Received your letter concerning my complaint with Tiffin Motorhomes that also includes service to the RV in question by La Mesa RV, who also was the primary contact at the time of purchase.

Your letter, being very brief and to the point that, you would consider this matter closed, providing you didn't receive any more contact from Tiffin Motorhomes, other than the copy of the letter you had enclosed to me.

If you are basing your decision on the letter you provided me a copy of, then surely you didn't read anything I sent to you in support of the problems and dangers I have endured with the RV from Tiffin Motorhomes.

I accept your finality of this matter, and will say thanks for your input and time. Rest assured this matter is far from over or being resolved. Mr. Tiffin uses Mr. Neal as a buffer or shield, and Mr. Neal being deceitful and dishonest, as well as a professional liar, replied that "they" had did all they could to resolve this matter, but failed to cover any of the points that were related to you, one after the other, but, you found his letter acceptable.

What Mr. Neal certainly pointed out was, "if I wasn't satisfied with the less than adequate product I had purchased, then if I take a loss of \$1540.00 times 24 months, now 28 months, (in excess of \$36960.00) and would agree to pay the additional \$25,000.00, then Tiffin Motorhomes, through Mr. Neal, would sell me another Tiffin motor home which could well be a failure such as this current one has turned out to be leaving me with no recourse". Seems

logical I would run right down and be the first in line for some more of that action.

Again, thank you and God Bless.

Twentynine Palms, CA

HIGHWAYS

THE OFFICIAL PUBLICATION OF THE GOOD SAM CLUB

January 14, 2005

Twentynine Palms, CA

Dear Mr. Croft:

Thank you for your letter to *Highways* notifying us of the status of the "Action Line" complaint I filed on your behalf with Tiffin Motorhomes Inc. I appreciated receiving the update. I am sorry we were not able to elicit a more favorable response from them. Unfortunately, once we have received a reply from the parties involved, there is nothing more that I can do.

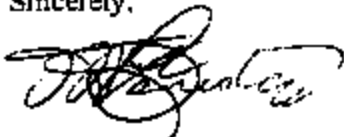
Action Line, as an impartial, third-party mediator, can only attempt to solve problems by opening the lines of communication between our member and the business involved in their complaint. Once that has been achieved, as in this case, and the business refuses to make the full refund or adjustment requested by our member we can not force them to do so. If you wish to pursue this matter further, we suggest you contact the Better Business Bureau, State Attorney General's office, National Highway Traffic Safety Association, Center for Auto Safety, private legal counsel or the local small-claims court.

This complaint will still be considered for publication in Action Line but unfortunately, due space limitations, only a fraction of the letters received can ever be used.

I wish I could have been of more assistance and if you decide to take further action, please let me know the outcome.

Sincerely,

Better Business Bureau



Terry Banister
Assistant Editor

CA State Attorney General

Center for Auto Safety

National Highway Traffic Safety Association



10 January 2005

Editor, Highways Magazine
Good Sam Club
P. O. Box 8585
Ventura, CA 93002

Dear Sir or Madam,

Enclosed are a series of letters, as attachments, that I have attempted to resolve the matter of an Allegro RV, purchased in September 2002 from La Mesa RV Center. RV manufactured by Tiffin Motorhomes Inc, Red Bay, AL.

I had contacted Ms. Bannister, your Action Line, and had received a reply yesterday from her. Today, I responded back to her, and thanked her for her time and effort on this matter, but feel I need to go a step further in contacting Good Sam Club, because the reply and answer isn't acceptable as provided.

Mr. Neal, Tiffin Motorhomes "third party shield", has done nothing to resolve the actual problems, only to circumvent, and delay this process of accepting that the RV in question is not road worthy as sold for use.

Not one word in Mr. Neal's reply to Ms. Bannister addressed the problems that haven't been resolved. He was very clear that in the past conversations that ' wanted to trade up RV with Tiffin, and that Mr. Tiffin had made arrangements to accommodate me. Originally, and until recently that would have been true, but, what Mr. Neal failed to elaborate on was, his original proposal, verbally, to me was, they would take the current RV back, free me of that debt, and then provide me with another vehicle that I would come to the Tiffin Plant and pick up.

Mr. Neal, called me back after that original conversation and proposal, within 24 hours, and restated his proposal, including the fact that he would only be able to provide me with credit of \$33,000.00 and I would still have to pay my finance carrier the remaining \$25,000.00 owed. Mr. Neal couldn't have been under any illusions as to where I stood on the return of this RV, because every letter and correspondence to Tiffin Motorhomes was explicit that I wanted fully relieved of the debt, and the RV could be returned and resold or their choice of its demise.

Mr. Neal was very elusive in what he wrote to Ms. Bannister concerning the "depreciation values" that the RV has. I ask again, knowing the "buyer beware syndrome" but, shouldn't this "great depreciation decline", in my case \$1540.00 monthly, be disclosed and discussed with potential customers? No person who purchases in good faith should have to "know" every detail before hand.

Mr. Neal, fails to relate that it was from Tiffin's representative here in Southern CA, who suggested the easy way to resolve the matters of the RV, would be that Mr. Tiffin could provide me with another RV, outside of dealing with any other distribution source, such as La Mesa RV Center, if I would deal directly with the Alabama office.

Now, Mr. Neal makes it look like it was something I thought up about wanting to trade up. I only agreed that a trade was possible because Mr. Neal lead me to believe that I would not be penalized with more cost of giving this RV back and starting all over again. As I stated, he certainly called me the second time to "adjust" his previous quote and suggestion.

I found out the hard way, don't believe the lair, make him put everything in writing, and it certainly comes out different when he does that.

I make this offer, and will stand behind what I say. If Tiffin Mothorhomes Inc. agrees, I will pay for an independent source to come to my home and, Tiffin can have their representative present, that if I have the RV hooked to the 30 Amp electric house source, and attempt to turn on and operate the electrical system in conjunction with RV air conditioner, without touching the thermostat or any switches, the current system will "blow the safety fuse", or, if I start the factory installed auxiliary generator, and start using the manufactured, unaltered by me or anyone else since purchase, electrical system, the

Generators circuit breaker will trip within 15 minutes run time, or it will cause one of the 15 Amp fuses located beneath the closet panel to "blow". I have complained about this material failure from the early months of 2003, and they still today they exist. I feel it can cause a fire, and could cause death.

Now, with an independent firm representing me, if the failures occur, as I have outlined, then without argument, Tiffin Motorhome should be willing to refund my money for the inferior vehicle, because their Representative here in CA, and La Mesa RV Representatives have both been aware of the problems, as described in the attachments, and have had ample time to resolve them.

I don't want anymore alibis or excuses, and would be satisfied just to be free and out of this endeavor.

The RV was sold with operating manuals and "how to books", all encouraging the purchaser to take the RV and "live and enjoy", travel in comfort, understanding that the RV was built to be "self contained" with all the comforts of home.

As the attached correspondence points out, time after time, this isn't true nor correct concerning this RV.

La Mesa RV, Tiffin's RV distributor in CA, has had the subjected RV twice, both times in excess of 2 months each, and still the RV has never performed as it was advertised, or verbally described to perform.

As pointed out in all the correspondence, La Mesa RV Service Center, Tiffin Motorhomes outlet source in CA, apparently has a "Duct Tape" repair agreement between both parties. It was pointed out directly to Mr. Tiffin that the past work performed by La Mesa RV, had been charged off to the "Warranty", but the work was falsified, because it wasn't completed as they attested, and they sent me back out on the road with an unsafe vehicle.

Next, Tiffin Motorhomes, through Mr. Neal's assessment, states that Mr. Tiffin has provided me with two new windshield, free of charge. Mr. Neal knows nothing of the cause of breakage. He is merely a "shield".

Tiffin's CA representative made arrangement to have me present at La Mesa RV Center when the RV was taken back in August 2004, to discuss the problems. La Mesa RV Center representative, along with myself and Mr. Tiffin representative, cover each item, paying special attention to those two safety items previously claimed to have been repaired. When the matter of the two broken windshields was approached, immediately the two representatives agreed that the "broken windshields" were broken due to "stress" and upon further examination, they both thought that they could have been installed improperly, which doesn't explain the breakage of the first set, unless they too were installed improperly, and/or it took the road movement and driving to cause the RV body to move or tweak in such a manner to cause stress enough to make the glass break.

I guess my question would be, "why would Tiffin Motorhomes feel that they were responsible for the cost and installation of the second set of replacement windshields if the previous work had been handled by La Mesa RV and All Star Glass Co?" If this is the case, then is Tiffin going to assume that each time the RV goes out on a trip, if breakage happens again/repeated, they will continue to replace them?

La Mesa RV Center had replaced both windshields previously, (2003), All-Star Glass Company, both broken, and I was extremely stupid to believe that all windshield damage is because of road hazards, knowing now, the same type breaks occurred the second time, and "stress" was the culprit.

When I originally reported the windshield breaks in 2003, I told the Insurance Claims that I didn't see any rock damage at the time the first breakage occurred on the Interstate in the vicinity of Mablevale, AR., but it could have happen. I also related to the Insurance Claims that the second wind shield broke on a semi-deserted paved road (formerly Route 66) across the Southern CA desert. I paid \$800.00 to replace those first two wind shields, and they both had the same type breakage that was determined to be "stress breaks" in the second set of wind shields.

I feel that the RV's construction may be the reason the windshields are breaking, along with the poor quality and workman ship this particular RV exhibits in other areas.

The windshield wipers, failed twice, once after being "repaired", and being "repaired" the second time with the installation of a piece of wood being

installed to hopefully stabilize the windshield wipers during operation and movement, and let me assure you this was a La Mesa RV idea of a satisfying repair.

The seat belt, failed on both trips, could only be used as a "lap strap", after being "repaired or replaced" previously, the commode failure, (the La Mesa representative suggested that I could have "fixed" it by reaching my hand in and "freeing up the missing door flap"), which un-doubtable couldn't be done even by him, since the whole unit had to be replaced, apperantly the "door flap" had completely fell off the unit into the holding tank.

I should feel proud that after all the problems, repeated and new, that I received a letter dated, 4 January 2005, from La Mesa RV, stating that "they would assist if a trade was in the future, and that they would also supply service and support to me." They are the cause of several of the areas of complaint, and they want to "serve" or "service" me further?

I ask you to review this and the attachment sent previously to Ms. Bannister, or if you need me to send another copy of the attachment letters, I will as soon as you contact me.

God Bless and thanks in advance.

Twentynine Palms, CA

Copy; California Dept of Consumers Affairs
400R Street
Sacramento, CA 95814

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