



NEW MOTOR VEHICLE BOARD

1507 21ST Street, Suite 330, Sacramento, California 95814
(916) 445-1888 (916) 323-1631 Fax nmvb@pacbell.net

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State of California

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10117504

March 17, 2005

National Highway Traffic Safety Administration
400 Seventh Street, SW
Washington, DC 20590

2005 MAR 21 AM 9:49

Enclosed please find a copy of the complaint we received from George R. Croft concerning his 2002 Tiffin Allegro.

We are referring the complaint to you since the facts appear to raise a matter within your jurisdiction. We are continuing our efforts on behalf of the complainant and have suggested that the complainant contact you for additional assistance.

Sincerely,

Heather Collins
Mediation Services Representative

HC:jg

Enclosure

cc: George R. Croft

RECEIVED
NVS-215
2005 MAR 28 A 10:50
OFFICE OF
DEFECTS INVESTIGATION

*Armani
3/30/05*

NEW MOTOR VEHICLE BOARD
Consumer Mediation Services Program
 1507 - 21st Street, Suite 330
 Sacramento, California 95814
 (916) 445-1888 (916) 323-1631 Fax
 E-Mail: nmrvb@pacbell.net
 Website: nmrvb.ca.gov

RECEIVED
FEB 22 2005
 NEW MOTOR VEHICLE BOARD

MEDIATION REQUEST FORM

CASE NO.
C-0286-2005

COMPLAINANT NAME

FIRST [REDACTED] MI [REDACTED]

ADDRESS [REDACTED] CITY [REDACTED] STATE **CA** ZIP CODE [REDACTED]

TELEPHONE # (Home) [REDACTED] (Cell) [REDACTED] TELEPHONE # (Office) [REDACTED]

Please fill out all sections completely. If address is unknown, leave blank.

Selling Dealer	Servicing Dealer	Manufacturer/Distributor
NAME LA MESA RV CENTER	NAME LA MESA RV CENTER	NAME TIFFIN MOTOR HOMES INC
ADDRESS 101 EAST REDLANDS BLVD	ADDRESS 101 EAST REDLANDS BLVD	ADDRESS P.O. Box 596
SAN BERNARDINO, CA 92406	SAN BERNARDINO, CA 92406	502 4TH ST. N.W.
		RED BAY, AL 35502
TELEPHONE # 909-420-7100	TELEPHONE # 909-420-7100	TELEPHONE # 256-356-8661

VEHICLE (Make) **ALLEGRO** (Model) **29' OPEN PATH** (Year) **2002**

DATE OF PURCHASE/LEASE **09/12/02** VEHICLE LICENSE NO. [REDACTED] CURRENT MILEAGE **13214**

Purchase Lease MILEAGE AT PURCHASE/LEASE **2021 Actual 2694** VEHICLE ID. NO. **5B4LP57G223** [REDACTED]

New Used TYPE OF WARRANTY ON VEHICLE
 Manufacturer's Extended Warranty No Warranty

Have you given written notice of defects to manufacturer? Yes No

Has manufacturer (or designated agent) attempted repairs? Yes No

If yes, list repair dates: **5/19/03 9/12/03 08/03/04**

COMPLAINT

Please explain the details of your complaint and the action you are seeking on the reverse side of this form, or attach a typed 1-2 page letter.

IMPORTANT NOTICE: I understand a copy of this complaint may be sent to the dealer(s), manufacturer or distributor. Sections 20 and 3090 of the California Vehicle Code make it unlawful to use a false or fictitious name or knowingly make false statement or knowingly conceal any material fact in any document filed with the New Motor Vehicle Board.

Signature [REDACTED] Date **2/15/05**

██████████
██████████
Twenty-nine Palms, CA ██████████

██████████ (Cellular)
██████████ (Home)

15 February 2005

New Motor Vehicle Board
Consumer Mediation Services Program
1507 - 21st Street Suite 330
Sacramento, CA 95814

916 445 1888
916 323 1631 (FAX)
E-Mail: nmvb@pacbell.net
Website: nmvb.ca.gov

Dear Ms. ██████████

Enclosed are supporting documentation in my pursuit to resolve the matter for the Allegro RV, purchased new, on 12 September 2002. The Retail Installment Sale contract list the new vehicle mileage as 2021 miles when they were actually 2694 at date of purchase. When I questioned this matter, it was explained that the RV was driven to Southern California from Alabama, and that it had possibly been driven to several RV "shows" where it was displayed for potential customers, which as it turns out is the practice.

Mileage: 3134

3/19/03 Seat Belt malfunctioned, would not allow hook up for driver. Was assured that new "housing was installed", this was a falsehood. **SAME MALFUNCTION REOCCURED**
#2/3 & 5 weren't corrected, still exist today
#5/6 repaired

Mileage: 8925

9/12/03 Windshield Wipers, both sides, were not operable due to both going completely off windshields and onto front of vehicle. **SAME MALFUNCTION REOCCURED**
#2 was #3 on previous 3/19/03 work order, and it wasn't corrected, and door would not lock even with force, so door could only be secured by latch handle.
#3 wasn't corrected, still exist today.
***Both windshields were replaced, apparently "stress" in vehicle material allowed movement and caused breakage. **WILL APPEAR AGAIN.** This area is the same location where windshield wiper motor housing is located.

Mileage: 13,126

08/03/04 #1 Windshield Wipers, both sides, exhibited exactly as reported on 9/12/03. La Mesa RV Service Representative, stated motor unit was completely detached from body and that a "piece of wood" (untreated) was being installed to mount motor on, for stability, assured that this was only solution.
#2 Roof A/C. Was reported by telephone to La Mesa RV as early as April 2003, and was assured this had been corrected during 9/12/03, but commotion and additional cost over windshield replacement allowed this to slip by without being confirmed to be repaired as told they had.
#3 Windshields/Both broken from "stress". Confirmed by Tiffin Representative and La Mesa RV Center Representative.
#4 Seat Belt, was supposedly replaced on 3/19/03, but malfunctioned exactly as previously reported, and supposedly corrected.
#5 Commode, inoperable, couldn't block or dispense odors during trip, and attempted to use extra disinfectant and cleaned/dumped holding tank daily during trip.

This vehicle has a defect in design, that allows structural movement causing the windshields to break.

This vehicle has an electrical defect that continuously causes power failures, and circuit breakers to "blow", and should this safety feature fail, and many a fire has been caused by safety equipment failure, then life could be lost due to fire in the area of the propane tank installation.

I have attached and "highlight" the complete history of correspondence and pointed out time after time the "defects", and the complaints that I felt my family safety was being exposed repeatedly because of the vehicle construction and materials used.

Tiffin Motorhomes and La Mesa RV Center both have had ample opportunity to correct or resolve this multitude of problems, but choose to play the "wait and see game", waiting to see if I just give up, and it will be Attorney and Court if I fail to resolve as I am attempting to do.

La Mesa RV representative makes claims of purchasing, not related to trade-in's, 900 RV's yearly in Southern CA, and if the average loss to the consumer is based on my estimated loss of \$37,000.00 (and gaining at the rate of \$665.00 monthly), then conservatively estimating the consumers rack up a loss of \$3,300,000.00 yearly in purchases that lead to true disillusion once ownership is taken of vehicles that aren't constructed with rigid quality controlled, prior, to sale.

I know of no other industry that manufactures new vehicles, that always uses the ploy, "if you bring it to the factory we will see if it can be taken care of". When you can't do this, then you are at the mercy of their dealerships, who will offer to take the vehicle back at less than half of the purchase price, leaving you with the loss and possible problems with the financing corporations. You can't use it, and you can't afford to lose it, cost to much.

Mr. Neal, Tiffin's Third Party, lied continuously as to his wanting to resolve this matter, and he baited me with a "trade in" that would eliminate the horrors of this RV, and once he "baited" me, knowing that per my conversations and correspondence that I was expecting full dollar value of the current RV, he cleverly convinced me to remove the RV from La Mesa RV Service Center and the following day after the RV Center delivered the vehicle to my residence in Twentynine Palms, then Mr. Neal dropped the "bomb" that only \$33,000.00 would be allowed for trade in value.

I explained to Mr. Neal I didn't intend to take a loss equivalent to \$1540.00 monthly for a vehicle that was flawed from the purchase date, and that because I had only had the opportunity to use it twice didn't provide Tiffin Motorhomes Inc nor La Mesa RV Center to capitalize on their inferior product.

You ask what I want? This vehicle to be returned to La Mesa RV Center or Tiffin Motorhomes Inc, and provide me with my monies that were invested in this product. Total purchase price with additional Warranties, \$70726.00 and current balact near to E-Trade Financial as of 15 February 2005, \$56987.53 for a difference of \$13,738.47. I'll take the loss of interest paid, insurance loss on windshield replacement, and anything else involved, but being foolish on other attempt to resolve this. If they are recoverable, I'll take them.

If Tiffin Motorhomes Inc and La Mesa RV Center want to "resale" this unit for less than the estimated values set by CA DMV and the National Blue Book Value, then they can join me in the monies lost.

God Bless and thanks in advance,

