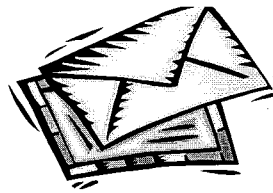


NHTSA ccmMercury Routing Slip



Printed: 9/13/2006

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**Subject: SUBMISSION FM GEORGE C. ROSENZWEIG REPRESENTING [REDACTED]
DEFECTIVE 2006 AMERICAN HERITAGE COACH PURCHASED FROM TOM JOHNSON CAMPING
CENTER IN CONCORD, NORTH CAROLINA. CERTIFIED MAIL 70001670000602435087**

Ack Date:

Sign Office: ENFORCEMENT

Cleared Date:

File Loc:

Added By: TMCKINNEY x

Ack By:

Signature: NRN

Cleared By:

XREF File:

Modified By: TAMMY.MCKINNEY

Signed For:

Cleared For:

Closed Date: 9/13/2006

Most Recent Comment:

Author:

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ROSENZWEIG, JONES & MACNABB, P.C.
ATTORNEYS AT LAW
92 SOUTH COURT SQUARE
POST OFFICE BOX 220
NEWNAN, GA 30264
Tel: 770-253-3282 Fax: 770-251-7262 E-mail: george@rjm.pc.com

Assigned To	Task	Asgn Date	Deadline	Returned Date
NVS-200	APPROPRIATE	9/13/2006		9/13/2006
NVS-010	INFORMATION	9/13/2006		9/13/2006

EXECUTIVE SECRETARIAT
2006 SEP 13 P 1:33
THOMAS W. MCKINNEY

Margaret
9/14/06

ROSENZWEIG, JONES & MACNABB, P. C.
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GEORGE C. ROSENZWEIG

TELEPHONE (770) 253-3282
FAX (770) 251-7262
E-MAIL george@rjm-pc.com

September 5, 2006

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

National Highway Transportation Safety Administration
U.S. Department of Transportation
400 Seventh Street, S.W.
Washington, DC 20590

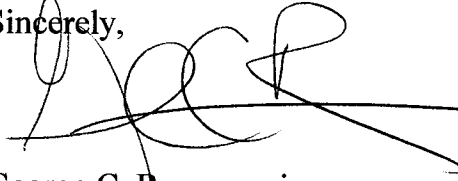
RE: [REDACTED]

Dear National Highway Transportation Safety Administration:

I represent [REDACTED] As you will see from the attached letter, my client purchased a 2006 American Heritage coach from Tom Johnson Camping Center in Concord, North Carolina. The Coach is seriously defective and, on three occasions, the electrical system has failed causing the lights to go out on the Coach. On one occasion, the only way the owners could get the Coach back to the campground where they were staying was for their son to sit on the front dash shining a flashlight so that they could see the road. I am notifying you because of the serious safety implications.

Should you require further information, please feel free to contact me at your convenience.

Sincerely,



George C. Rosenzweig

GCR/nkw
Enclosures

ES06-005803

ROSENZWEIG, JONES & MACNABB, P. C.

**ATTORNEYS AT LAW
32 SOUTH COURT SQUARE
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NEWNAN, GEORGIA 30264**

GEORGE C. ROSENZWEIG

TELEPHONE (770) 253-3282
FAX (770) 251-7262
E-MAIL george@rjm-pc.com

August 31, 2006

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED
CERTIFICATE NO. 7000 1670 0006 0243 3755
AND FEDERAL EXPRESS DELIVERY**

Tom Johnson Camping Center Charlotte, Inc.
6700 Speedway Boulevard
Concord, North Carolina 28027

**CERTIFIED MAIL, RETURN RECEIPT REQUESTED
CERTIFICATE NO. 7000 1670 0006 0243 3748
AND FEDERAL EXPRESS DELIVERY**

Tom Johnson Camping Center Charlotte, Inc.
1885 U.S. Highway 70 West
Marion, North Carolina 28752

RE: [REDACTED]

Dear Tom Johnson Camping Center:

I represent [REDACTED]. On or about July 3, 2006, my client purchased ("Contract") a 2006 American Heritage coach style 45E, serial number 782E64496066, chassis number 4VZAU1P916C [REDACTED] ("Coach"). The purpose of this letter is to confirm, pursuant to N.C.G.S.A. § 25-2-601 that, on or about August 1, 2006, my client rejected the Coach because it did not conform to the requirements of the Contract for the reasons set forth in the attached narrative, cancelling the sale and rescinding the Contract. My client demands a full refund of the purchase price, including its service contract. The amount of the refund, \$524,614.00 should be issued in the form of a check, payable to my client, care of me at my above address.

Alternatively, pursuant to N.C.G.S.A. § 25-2-608 my client revokes its acceptance of the nonconforming goods because, if the Coach was accepted, the acceptance was without knowledge or ability to determine that the Coach was defective because the defects were of such a nature that their existence could only be determined through actual use of the Coach and my client did not learn of the defects until the Coach was actually

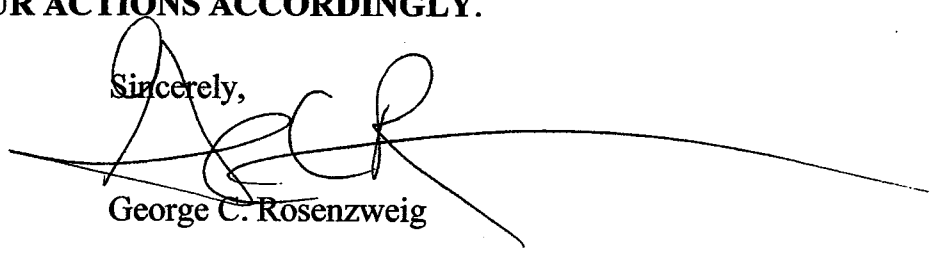
Tom Johnson Camping Center Charlotte, Inc.
August 31, 2006
Page Two

used. Because the nonconformity of the Coach is of such a nature that it substantially impairs the value of the Coach to my client and poses serious safety hazards, my client revokes its acceptance, if any, of the Coach and demands a refund of the entire purchase price, \$524,614.00.

You will find enclosed copies of letters to 1) Bank of America, 2) Fleetwood, and 3) the National Highway Traffic Administration. As a courtesy to you, I will delay sending those letters until the close of business on September 5th, in order to afford you an opportunity to consider this matter.

PLEASE GOVERN YOUR ACTIONS ACCORDINGLY.

Sincerely,


George C. Rosenzweig

GCR/nkw

Enclosure

c: First Class Mail

CERTIFIED MAIL

Bank of America, N.A.
FL9-600-02-26
P.O. Box 5224
Jacksonville, Florida 32232-5224

CERTIFIED MAIL

N.H.T.S.A.
U.S. Department of Transportation
400 Seventh Street, S.W.
Washington, DC 20590

CERTIFIED MAIL

Fleetwood American Coach Service
1420 West Patterson Street
Decatur, Indiana 46733



June 26, 2006

We purchased a 2006 American Heritage coach from Tom Johnson Camping Center for \$517,400.00. We paid an additional \$7,211.00 for an extended service contract and traded our 2003 Monaco Dynasty coach. We were asked to leave the new coach for a week for TJCC to prep it for delivery.

July 2, 2006

We arrived on Sunday evening in anticipation of picking up our new coach on Monday morning. We camped in the campground adjacent to TJCC.

July 3, 2006

We went over at approximately 9:00 am to pick up the new coach and do a walk through with the salesman and tech guys. In the process of our walk through we encountered **problem # 1**... the navigation system had the wrong software installed and would not function. The repair to the navigation system caused a significant delay and we finally went back to our old coach at the campground to wait until it was repaired. After lunch, they brought the new coach to the campground and we spent the afternoon transferring our belongings from the Monaco that we were trading to the new coach. At about 4:00pm, when we were ready to leave for our children's race at Lowe's Motor Speedway, we encountered **problem # 2**...the coach would not crank. An employee from TJCC came over to the campground and "straight wired" the coach in order to get it from the campground to the service center at TJCC. A solenoid had to be replaced. As a result of these repairs, we missed our children's race. We picked up our children at Lowe's Motor Speedway after the race at about 9:00pm. That's when we encountered **problem # 3**... the headlights would not come on. After several failed attempts to get them on, we drove the speedway loop "back roads" the campground with our son sitting on the front dash shining a flashlight so that we could see the road. We called our salesman, Josh Snyder at about 11:00pm to express our concerns about the day's events.

July 4, 2006

Josh and a tech guy arrived at the campsite to check out the headlight problem. They found a bad terminal wire in one of the connectors. The tech guy also informed us that the wiring harness was not the right model for the smartwheel technology on the coach. They were able to get the headlights working.

July 5, 2006

We drove the coach back to Watkinsville and it was raining. We found three water leaks from the rain (two in the front and one on the drivers' side near table.)

July 6, 2006

We left for a race at Atlanta Motor Speedway. Approximately 45 minutes into the two hour trip, **problem # 4** arose.....the air bag sensor touchtone went off. We pulled over and we able to reset it. Shortly thereafter, it began to rain and we found **problem # 5**... once again we had no headlights, this time in a driving rain storm. After we got to the track, we were able to replace a fuse and get the headlights working. While cooking supper at the track, we encountered **problem # 6**... two rows of interior lights blew out while we were using the rotisserie and would not come back on. We thought it might be a breaker, but the rotisserie continued working and the lights would not come back on. As we got ready to leave

the track, we encountered **problem # 7**.... The leveling system went haywire and started beeping constantly. We tried everything we could to reset it with no success. It continued to beep all the way back during our two hour drive home. We have since had the same problem a couple of other times.

July 10, 2006

We took the coach to Tom Johnson's and gave them a list of 12 items that were issues with the coach. We talked to Maxey Rawl, the General Manager, and left the coach for the day at the service center to fix the problems. In addition to the major concerns we had with the wiring and electrical problems, two other significant problems that were not addressed were **problem # 8**a rear tire out of round or balance, and **problem # 9**....the generator continuously surging. We were told that there wasn't enough time to make all of the requested repairs.

July 18, 2006

We went to Lowe's Motor Speedway to attend our children's race. The trip up was fine except for the annoying road noise from the tire problem, but when we got ready to leave following the race, we discovered **problem # 10**..... for the third time in two weeks, the headlights would not come on. Now fearing our own safety in attempting to keep replacing fuses and drive it home, we stayed at the campground overnight to have it checked out the following morning. This was a major inconvenience, causing Ronny to miss three important meetings on Wednesday that were significant to the ongoing success of our business.

July 19, 2006

The headlight problem was diagnosed and repaired by TJCC tech guys. We drove home without incident, except for the tire noise.

July 25, 2006

We took the coach to Tom Johnson's with a list of 19 items that needed to be repaired:

- Tire out of round
- Generator surging 151-159
- Sensor gone bad
- Locks on storage bins do not lock
- Leveling system not working properly
- Lights above sink do not work
- Door / façade falls off in small bath
- Accent / rope lights hanging down
- Head lights not working properly
- Steering wheel periodically locks in place and won't move
- Computer / water gauge not working
- Light above passenger seat not working
- Heat / massage on passenger seat not working
- All tanks need to be calibrated
- Screen door / latch need adjusting
- Lights blown over table and over bed
- Lights at table on drivers side not working
- Leak on drivers side at fridge
- Wiring harness issues

We left the coach for a week and planned to return to

pick it up on August 1st in preparation for a planned trip to Disneyworld for our son's 12th birthday. The trip was scheduled for August 11 – 18, 2006.

July 31, 2006

Ronny called to make sure it was ready to pick up on August 1st. He was told that everything was fixed. When he asked about the tire problem specifically, the employee acted as if they had forgotten about it and told him that it would be taken on Tuesday morning to have the tire problem solved.

August 1, 2006

On the way to pick up the coach, an employee called Ronny to tell him that an employee had "dinged" the rear end of the coach by backing into something. Ronny went to look at coach at Tom Johnson and it was a lot worse than he was told. It was not a "ding", but instead the rear "cowl" of the coach was misaligned from being slammed into the side of a vertical structure, likely a building or a pole. The last 12-18 inches of the right rear were "flattened" from top to bottom and the rear "cowl" of the coach was shifted to the left, misaligning the access door to the engine compartment. Ronny attempted to begin discussions about possible solutions, but TJCC made only feeble attempts to settle the matter and focused instead on minimizing the significance of the situation, noting all of our problems as "routine with any new coach".

We have initiated several attempts to resolve the matter:

Date?

█████ called and talked to Maxey Rawl about the situation. She also called and asked to speak with Tom Johnson at the Marion, S.C. office.

Gary Stroud returned █████'s call and █████ talked to him several times. Ronny began talking to Maxey Rawl about the situation. █████ again tried to call and talk to Tom Johnson but the calls were never returned. Maxey Rawl told Ronny that Tom Johnson was retired and does not handle customer problems.

Other Note:

Our planned a vacation to Disney World to camp at Fort Wilderness instead resulted in our rearranging our accommodations to stay in traditional lodging, causing both major inconvenience and additional expenses.

August 31, 2006

My attorney attempted to contact Tom Johnson to discuss this matter. He left a voice mail message. The phone call was not returned.