

Feb 2, 2016

FEB 16 2016

US Department of Transportation
NHTSA
1200 New Jersey Ave SE
Washington, DC 20590

To Whom it May Concern,

In early December 2015 I traveled to Americas Choice R.V. dealership in Ocala, Florida from Mesa, Arizona to look at a 5th wheel trailer that they had advertised for sale. It is a 2013 DRV Tradition.

After discussing the unit with their representative, Katy Grajek, I decided to purchase the unit at full purchase price with the understanding that any defects in the vehicle would be addressed. I wrote a check for the full purchase price on Friday, December 4, 2015.

Since I am making my winter home in Arizona I made arrangements to pick up the unit at a later date. I traveled back to Arizona and made reservations for the trailer in a resort community, picked up my truck and drove back to Ocala to retrieve the 5th wheel.

I arrived at the dealership on Saturday, December 12, 2015 and went through the orientation with Dave from the service department. The orientation revealed a few defects, which were promptly addressed. I then stayed at the adjacent park to use the systems and I left on Monday, December 14th for the return to Arizona with the unit.

When I had traveled approximately 500 miles to a point just east of Baton Rouge, LA the trailer suffered a blowout on the left side rear tire. This created an extremely dangerous situation for me, my property and the traveling public. Local law enforcement escorted me to a safe place where upon arriving at the safe place I discovered there wasn't a spare tire. I then contacted a tire repair expert, Ed from Ed's Tire Service in Prairieville, LA.

Imagine my shock and disappointment when he informed me that the tire that blew out was over nine years old!!! He showed me how to read the manufacture date, which confirmed the tire was made in the 38th week of 2006. How it was put on my [REDACTED] year old, slightly used 5th wheel is unknown. However, it is not a shock that this old tire blew out and was in fact a probability. He told me that over time the chemical composition of tires changes and that a tire that old should never be in service on any vehicle at any time. My further research has confirmed this.

When the blowout occurred the unit sustained damage. It was un-drivable so I limped it in to a local repair shop, unhooked and traveled back to Arizona empty handed.

Upon my return to AZ I attempted to contact the dealership. I placed a phone call to them on Saturday, Dec. 18th and left a message for either of the owners Scott Gencarelli or Cody Loughlin to return my call. They never did. On Tuesday Dec 21st I followed up with a written complaint detailing the event and sent it by certified mail. We then received a communication from Randy Hayes in service on Dec. 26, 2015 and he wanted pictures of the errant tire which we provided. On Dec 29th he indicated that he was forwarding the information that we provided to him to the owners. They did not follow up.

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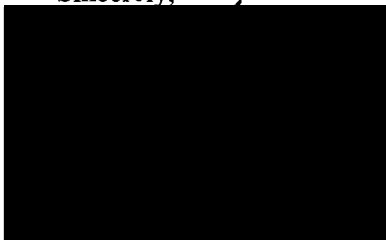
On January 11th, 2016 we sent a second letter certified mail in which we detailed some of our losses. We then received an email and a phone call on January 21st from a person named Marco Martinez who said he handled legal affairs for the dealership. He outlined their position that since the unit was sold "as is" they had no liability. He refused to answer the question of whether the dealership was responsible for installing the errant tire. He followed up later with an offer of \$350.00 to settle this complaint. Since our losses are many multiples of that amount we declined that token gesture. There has been no further communication.

When we purchased the vehicle I was charged a doc/prep fee of \$599.50 which I questioned. The representative explained that part of this fee was for an inspection to determine that the unit was roadworthy. The fine print on this item confirmed that it included an inspection so I agreed to pay it believing the inspection had been performed. Obviously it wasn't. I was reluctant to buy an R. V. from a private party because of concerns that there may be hidden defects. I believed that buying from a dealer especially one rated highly by the BBB and having professional mechanics who could recognize defects was a more prudent decision. Wow, were we wrong.

I would also like to emphasize that this purchase was not a consignment it was a purchase from the dealership. Our unresolved issues with this dealership include an explanation for why this errant tire was on the unit, an apology for the difficulties this has caused us, an explanation for why we were charged for an inspection that failed to recognize this, and their refusal to accept responsibility for this incident by mitigating our losses. We do not believe that Florida's "as is" law shelters the dealership from installing defective equipment or not performing an inspection that they charged for, which would have revealed the defect.

We believe that this dealership is not only a poor merchant, but an outright danger to public safety (they certainly endangered my safety). A blowout can easily cause a loss of control of the vehicle and a resultant catastrophe. Their actions have caused us thousands of dollars in economic losses to which they shrug and say "too bad for you".

Sincerely,







Ucastle, WA.



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