INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)

[redacted] [redacted]

[redacted] · MARCELLA, ARKANSAS [redacted] | [redacted] | [redacted]

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Mr. David Robertson, Owner
Motorhomes of Texas, LLC
2410 NW Stallings Drive
Nacogdoches, TX 75964

and at: 2605 NW Stallings Drive, Nacogdoches, TX 75964
2631 NW Stallings Drive, Nacogdoches, TX 75964

RE: Notice of Consumer Claim and Demand for Refund Under Section 17.505, Texas Business and Commerce Code — Customer [redacted]; Work Orders [redacted], and [redacted]; 2000 Newmar Kountry Star, Chassis #[redacted]

Dear Mr. Robertson:

This letter is written notice of a consumer claim under Section 17.505 of the Texas Business and Commerce Code. It is sent at least sixty days before suit, as that section requires. It states my specific complaint, it states my damages, and it demands my money back.

I brought my motorhome to Motorhomes of Texas on [redacted]. Your file gave it a promised date of December 10, 2025. It was still in your possession in May of 2026. I paid $13,127.27 in charges across Work Orders [redacted]. On July 13, 2026, eight days after your last work order on the coach and roughly eight hundred miles from your shop, it began blowing black smoke outside a hotel in Flagstaff, Arizona. It has not moved since.

The coach is a 2000 model and I have never pretended otherwise. I bought an old motorhome and I expected to spend money on it. That is not my complaint. My complaint is what your own

technicians wrote down, what you charged me for, and what you sent me onto the interstate without.

On Work Order [redacted] your technician wrote that the alternator was not working and the gauge was not working. That finding does not appear as repaired on that work order, on Work Order [redacted] or on Work Order [redacted] On Job #5 of the same order, your technician wrote that the battery installation kept throwing sparks and that he needed to figure out how to wire the 24-volt system to 12 volts. On Job #10, your technician found the converter plugged into an outlet with no power, cut and re-crimped five terminal ends, could not get the generator to turn over on a direct jump, and then wrote that he got with the advisor to see how far I wanted to go, put all the panels back on, and parked the coach. That job was billed at zero and the generator was left dead.

Your internal twenty-four point inspection on that same order listed no hot water, no furnace, a leveling system inoperative, a generator that would not start, dry-rotted air bags, an oil leak at the passenger-side front hub, a leaking transmission, a leaking oil pan, no dash air conditioning, inoperative clearance lights, an unsealed roof, and a rear air conditioner that would not cool. On May 1, 2026, more than a dozen of those items were marked "Transferred to [redacted] at an estimate amount of zero and moved off the ledger.

On Work Order [redacted] opened May 12, 2026, your technician found that the feed wire for the front 12-volt systems had been connected to a ground rather than to a 12-volt hot on the chassis battery circuit. That was eight months after the first electrical order. On Job #8 of that same order, your technician wrote that he could not get power from the original ignition source and ran a new line to a new ignition source on the leveling system under the dash. On Work Order [redacted] dated July 6, 2026, your technician found the generator putting out eleven volts AC and only twenty-four volts through the breakers, worked on it with Derrick, and recorded that the problem went away. There is no diagnostic documentation behind that entry and no charge for it.

Then you released the coach to me as fit to drive.

There are no seat belts in that motorhome. None. Your technicians performed a twenty-four point inspection on Work Order [redacted] and recorded seventeen separate findings. Your technician performed a second twenty-four point inspection and quality check on Work Order [redacted] nd wrote that he walked the entire coach and notated his findings on the inspection form. Neither inspection says one word about the absence of occupant restraints in a vehicle you knew I intended to drive from Texas to Arizona and to live in. You had that coach in your possession for nine months. You inspected it twice. You billed me thirteen thousand dollars. And you handed back the keys to a motorhome with nothing to hold a human being in the seat.

Section 17.50 of the Texas Business and Commerce Code makes actionable the breach of an implied warranty. Texas implies a warranty that repair services will be performed in a good and workmanlike manner, and under Melody Home Manufacturing Co. v. Barnes that warranty cannot be waived or disclaimed. The disclaimer printed on your work orders reaches the products sold under the repair order. It does not reach your own workmanship, and it could not if it tried. Section 17.46 further makes actionable the representation that services are of a particular standard or quality when they are of another, and the failure to disclose information about services that was known at the time of the transaction and was intended to induce me into a transaction I would not otherwise have entered. You knew the alternator was dead. You wrote it down. You did not fix it and you did not tell me.

I demand a full refund of $13,127.27, the amount I paid Motorhomes of Texas across Work Orders [redacted] I further demand reimbursement of $968.25 in towing charges, being $368.25 to Murphys Towing and $600.00 to Economy Towing on July 13, 2026. That is $14,095.52, and I want it returned to me.

To that must be added storage charges accruing at RWC Group in Flagstaff, lodging costs incurred since July 13, 2026, lost contract wages, and the cost of the independent diagnosis and of the repairs required to make the coach roadworthy and lawful to occupy while moving. Those amounts continue to accrue and I will supplement this notice as they are documented. I also claim damages

for mental anguish in an amount to be determined by the trier of fact, and I will seek attorney's fees, court costs, and treble economic damages under Section 17.50(b)(1) if this matter proceeds to suit. I further demand that you transport the coach from RWC Group in Flagstaff and return it to me in the condition your invoices represented it to be in when you released it. I am prepared to discuss any reasonable alternative that makes me whole.

I am a [redacted] This motorhome was my housing while I worked contract assignments. My son finished [redacted] this year. I am now eight hundred miles from a vehicle I cannot drive, in a third state from your dealership, without the coach and without the money I paid you for it.

Section 17.505 permits you to request inspection of the goods during this sixty-day period. I am not waiting to be asked. The coach is at [redacted] Flagstaff, Arizona [redacted] and I will make it available to you or to your representative on reasonable notice. I also demand that you preserve and produce your complete file, including both twenty-four point inspection forms, the form referenced at Job #24P of Work Order [redacted] and never provided to me, all technician notes and photographs, all estimates and authorizations, the [redacted] ile into which my deferred repairs were transferred, and all correspondence concerning this vehicle.

[redacted] is my authorized representative in this matter. He is acting at my request and without compensation. Correspondence regarding this claim may be directed to him at the address below, and I ask that he be copied on any response.

You have written publicly that your goal is to build Motorhomes of Texas into a dealership known for quality, integrity, and service. I took you at your word when I drove my home to Nacogdoches. I am giving you sixty days to be the dealership you say you are.

If this matter is not resolved within sixty days of your receipt of this letter, I will file suit, and I will pursue every remedy available to me under Chapter 17. Copies of this notice have been provided to

the Enforcement Division of the Texas Department of Motor Vehicles and to the Office of Defects Investigation of the National Highway Traffic Safety Administration.

Sincerely,

[redacted]

Consumer and Claimant

[redacted]

Oakland, NJ [redacted]

cc: Enforcement Division
Texas Department of Motor Vehicles
4000 Jackson Avenue
Austin, TX 78731

Office of Defects Investigation (NEF-100)
National Highway Traffic Safety Administration
1200 New Jersey Avenue SE, West Building
Washington, DC 20590

[redacted]
Oakland, New Jersey [redacted]

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Office of Defects Investigation
National Highway Traffic Safety
Administration - NEF 100
1200 New Jersey Avenue, SE
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Washington, DC 20590 [redacted]