

**FLORIDA RECREATIONAL VEHICLE
MEDIATION/ARBITRATION PROGRAM**

**Collins Center for Public Policy, Inc.
DECISION OF THE ARBITRATOR
(DISMISSAL)**

In the Matter of the Arbitration Between:

Case # 201108

Kerry and AJ Jagdeosingh
12887 Equestrian Trail
Davie, FL 33330

Consumers,

vs.

Forest River, Inc.
1803 Century Dr.
Goshen, IN 46528

Ford Motor Co.
P.O. Box 6248
Dearborn, MI 48126

Manufacturers

FILE NUMBER: 201108
DATE CLAIM RECEIVED BY COLLINS CENTER: 8/1/11
MEDIATOR: Richard Vura

FINDINGS OF THE ARBITRATOR

Pursuant to notice to all parties, an arbitration hearing was held in this case on OCTOBER 20, 2011, in FT. LAUDERDALE, Florida. Upon consideration of all testimony and evidence presented, including matters stipulated by the parties, the following factual findings are made:

1. Identification of subject vehicle: Year: 2010; Make: COACHMEN FREELANDER; Model: 32 BHF; Vehicle Identification Number: 1FDXE4FS1ADA20733; Date of delivery of the vehicle to the Consumer: 1/16/10; Vehicle sold in Florida? Yes; No. Mileage on odometer at the time of deliver: 2400
2. Name/Address of Selling Dealer: GENERAL RV CENTER
1 1577 WELLS RD.
ORANGE PARK, FL. 32073

3. Facts supporting dismissal of the claim:

SEE ADDENDUM

CONCLUSIONS

It is concluded that the Consumer's Year: 2010; Make: COACHMEN FREELANDER
; Model: 32BHF ;
Vehicle Identification Number: 1FDXE4FS1ADA20733 is:

*NOT ELIGIBLE FOR RELIEF, AND THE CLAIM
IS DISMISSED FOR REASONS SET FORTH IN
ATTACHED ADDENDUM.*

The request for relief filed by the Consumer(s) is hereby denied and the case is hereby DISMISSED.

SIGNED:

10/24/11
Date


Arbitrator

A COPY OF THIS DECISION was furnished to the Consumer and each involved Manufacturer by registered mail on this date: _____


Collins Center Case Manager

NOTICE TO THE PARTIES:

Effective **July 1, 2001**, either party may request that the program arbitrator make a technical correction to the decision by filing a written request with the Collins Center within 10 days after receipt of the written decisions. Technical corrections shall be limited to computational errors, corrections of a party's name or information regarding the recreational vehicle, and typographical or spelling errors. Technical corrections of a decision shall not toll the time for filing a notice of appeal or for manufacturer compliance.

A decision of the Arbitrator is binding unless appealed by either party by filing a petition with the circuit court within the time and in the manner prescribed by ss. 681.1095(10) and (12). Sections 681.1095(13) and (14) apply to appeals filed under this section. Such application must be filed within 30 days of the moving party's receipt of this Decision or the Decision becomes final. Upon filing such application, the moving party must mail a copy to the Collins Center for Public Policy, 2600 Centennial Place, Suite 201, Tallahassee, FL 32308.

Addendum

The Florida Lemon Law, F.S.681 et. Seq., provides the extraordinary remedy of a buy back, to a consumer of a recreational vehicle, provided that numerous statutory requirements are met.

First, and foremost among those many provisions are the limitations set forth in F.S. 681.102 (15) that exempt the living facilities of recreational vehicles from the statute.

Living facilities are defined as follows:

“Living facilities of recreational vehicles are those portions designed, used or maintained primarily as living quarters and include, but are not limited to the following, plumbing system and fixtures, roof air conditioner, furnace, generator, electrical systems, other than automotive circuits, the side entrance door, exterior compartments, and windows, other than the windshield and driver and front passenger windows.”

It is clear, therefore, that issues regarding such living facilities, no matter how impaired or to what degree use, value or safety are affected, are not triggers for the statutory buy back scheme.

Based on the sworn testimony in this case, together with the documents submitted by the parties, and the arguments made by each it is determined as follows:

1. The issues as to Forest River, Inc. were 16 in number and contained in invoice # 200263B, issued by Florida Outdoors RV, according to the consumers.
2. None of those 16 matters fall within the statutory guidelines, as all pertain to living quarter issues, and some, as pointed out in the Arbitration Brief of Forest River, Inc., are not even relevant. Furthermore the un rebutted sworn testimony established that any electrical circuits at issue were those”... other than automotive circuits...” which are specifically exempted by the statute.
3. The only issue as to Ford Motor Co. was contained in repair Order # 304904 issued by Pines Ford Lincoln Mercury. Improper trim panel installation was interfering with the engagement of the emergency brake handle.

While this was not a Ford warranty issue, it was repaired quickly by Ford, at no charge to the Consumers. That event occurred in May of 2010, and the Consumers candidly acknowledged, at the hearing, that they had never even tested the effectiveness of the repair during the 17 intervening months. There is no recognizable claim against Ford, much less failure to repair, or substantial impairment of use, value or safety of the coach.