



Lance Flood <lgflood@gmail.com>

Regarding VIN # T0719098

Lance Flood <lgflood@gmail.com>

Wed, Oct 15, 2025 at 9:26 AM

To: cherokeeowners@forestriverinc.com, "kellyjo@johnstonrvcenter.com" <kellyjo@johnstonrvcenter.com>, Board@tennvalley.org

To Whom It May Concern:

I am writing to express my profound dissatisfaction and demand immediate resolution regarding Forest River's unacceptable denial of warranty coverage on our brand new 2026 Arctic Wolf Cherokee 3650 Suite, purchased through Johnston RV. Specifically, I am referring to Claim # 2453886.

I am Dr. Lance Flood, President and Founder of Tennessee Valley Pastoral Counseling. We purchased this RV, registered in the name of our nonprofit organization, specifically for ministry purposes: traveling to churches to provide pastoral counseling training, equipping congregations in mental health ministry, and conducting free marriage seminars. This vehicle will also serve as housing as we travel to serve churches across the nation.

I. THE ISSUES:

Upon delivery of this BRAND NEW unit (manufactured several months ago), we discovered multiple manufacturer defects:

1. Defective plumbing resulting in no hot water to the shower
2. Electrical short in the mirror wiring: a clear SAFETY HAZARD
3. Numerous fit and finish defects throughout the unit (nicks, scrapes, damage)

These are not wear-and-tear issues. These are manufacturer defects on a unit we accepted in good faith as new and roadworthy.

II. THE PROBLEM:

We were explicitly told by Johnston RV, your authorized dealer, that any manufacturing issues in the first year are completely covered by Forest River and that we would receive a lifetime warranty thereafter. This warranty coverage was a primary factor in our decision to invest every dollar we had into this purchase. At no point were we informed that Forest River denies warranty coverage to vehicles registered under business names.

Now, after submitting our warranty claims, Forest River's legal team has categorically denied all coverage because the RV is registered to our nonprofit organization. This policy, never disclosed at the point of sale, apparently exists because some businesses purchase RVs for commercial, profit-generating purposes.

Let me be unequivocally clear: Tennessee Valley Pastoral Counseling (EIN: 46-4227922) is a registered 501(c)(3) tax-exempt nonprofit organization that has been in operation since 2013. Our organization has never generated a profit. We exist solely to serve communities and further our charitable mission. We do not generate profit from this vehicle. We do not rent this vehicle. We do not use it for commercial gain. We use it to serve churches and families in need, free of charge. This is mission work funded entirely by our personal resources, as our nonprofit has never had surplus income. Treating our charitable ministry the same as a for-profit commercial enterprise is not only factually incorrect but deeply unjust.

WHAT I EXPECT:

1. Immediate acknowledgment that a 501(c)(3) nonprofit organization is fundamentally different from a for-profit business entity and should not be subject to blanket commercial exclusions.

2. Full warranty coverage honored for all manufacturer defects on this unit, effective immediately.

3. Repairs completed by Forest River for all identified defects: plumbing system, electrical wiring, and fit and finish issues.

4. Lifetime warranty maintained as promised at the time of purchase. We will not accept any resolution that voids or

compromises the lifetime warranty we were assured we would receive.

I am not interested in excuses, bureaucratic runarounds, or passing responsibility. These are YOUR manufacturing defects. This policy failure, whether it stems from your legal department or your dealer network, is YOUR problem to solve. We purchased this unit in good faith, we were made promises about warranty coverage, and we expect Forest River to stand behind its product and its word.

I have spent my career serving others in their most vulnerable moments. I am now facing significant personal health challenges, including stage 4 liver failure. My wife and I have invested everything we have, literally everything, into this ministry and this vehicle. We have never owned anything brand new in our lives. To be met with manufacturer defects and corporate denial of responsibility on what should have been a reliable ministry tool is beyond disappointing: it is unconscionable.

I expect a response within 72 hours outlining how Forest River intends to resolve this matter fully and immediately. If I do not receive a satisfactory resolution, I will have no choice but to pursue every available avenue to ensure our organization is treated fairly, including but not limited to, filing complaints with consumer protection agencies, the Better Business Bureau, and seeking legal counsel.

I will also make our experience known publicly to other nonprofit organizations and churches in our substantial list of contacts who may be considering Forest River products, as well as share the details of how we have been treated by your company through our social media channels and ministry network, where we maintain an extensive following featuring thousands of individuals and churches.

Furthermore, I will personally post our documented experience to every major RV community and forum online, and I will direct our board of directors to make concerted efforts to ensure that RV owners and prospective buyers across the country are fully informed of how Forest River has handled this matter. Our community, both ministry and RV owners alike, deserves to know how Forest River responds when a charitable organization purchases a defective product and seeks the warranty coverage they were promised.

I am not a pushover. I am not going away. I am a customer who was sold a defective product and misled about warranty coverage, and I expect this to be made right.

I look forward to your prompt and appropriate response.

Respectfully but firmly,

Dr. Lance Flood
President & CEO
Tennessee Valley Pastoral Counseling



Lance Flood <lgflood@gmail.com>

Regarding VIN # T0719098

Cherokee Owners <cherokeeowners@forestriverinc.com>
To: Lance Flood <lgflood@gmail.com>

Wed, Oct 15, 2025 at 1:41 PM

Good Afternoon Dr. Flood,

Thank you for your detailed email and for sharing your concerns. I sincerely apologize that the warranty terms were not clearly explained to you at the time of purchase. I also regret that you were led to believe the unit came with a lifetime warranty, as Forest River's policy provides a one-year warranty for the original owner.

Were you provided a copy of Forest River's warranty documentation during your purchase for review? It's important that all customers have access to this information upfront, and I'm sorry if that wasn't the case in your experience.

I truly value your organization and the work it represents. However, I must adhere to the warranty policy that has been consistently applied to all units for many years, and unfortunately, I'm not authorized to override it.

I have attached a copy of Forest Rivers Warranty document for your review.

Please let me know if there's anything else I can assist you with.

[Quoted text hidden]

**FOREST-RIVER-LIMITED-TOWABLE-WARRANTY-ON-OR-AFTER-7-1-23 BUISNESS.pdf**
183K



Lance Flood <lgflood@gmail.com>

Regarding VIN # T0719098

Lance Flood <lgflood@gmail.com>

Wed, Oct 15, 2025 at 2:18 PM

To: Cherokee Owners <cherokeewners@forestriverinc.com>, kellyjo@johnstonrvcenter.com, Board@tennvalley.org

Thank you for your response and for providing the warranty documentation. However, your response fails to address the core issues I raised in my initial correspondence and appears to rely on a blanket policy that is being inappropriately applied to my situation

REGARDING THE WARRANTY DOCUMENT:

I have carefully reviewed the attached Forest River Limited Towable Warranty. Page 4 states that warranty coverage excludes "any use of the RV for purposes other than short term recreational camping" and that "registration of the RV in the name of any business entity shall be considered conclusive evidence of commercial and/or business use."

This policy, as written and as you are attempting to apply it, is fundamentally flawed in my case for the following reasons:

1. TENNESSEE VALLEY PASTORAL COUNSELING IS NOT A "BUSINESS" IN ANY COMMERCIAL SENSE.

We are a registered 501(c)(3) tax-exempt nonprofit charitable organization (EIN: 46-4227922) under federal law. We do not operate for profit. We have never generated profit since our founding in 2013. We exist solely to provide free and low-cost counseling services to individuals, couples, and families in need. Treating a federally recognized charitable organization the same as a for-profit commercial enterprise demonstrates either a fundamental misunderstanding of nonprofit law or a deliberate attempt to avoid warranty obligations through overly broad policy language.

2. WE ARE USING THE RV EXACTLY AS YOUR WARRANTY INTENDS: "SHORT TERM RECREATIONAL CAMPING."

Your warranty specifically covers RVs used for "short term recreational camping." That is precisely how we are using this vehicle. We travel to churches, stay temporarily while providing free pastoral counseling training and marriage seminars, and then move to the next location. This is textbook "short term recreational camping" in service of our charitable mission. We are not:

- Renting the RV commercially for profit
- Using it as a permanent residence
- Operating a for-profit business from the RV
- Conducting commercial activities

Your policy's exclusion for "commercial, business, rental, or disaster relief purposes" clearly contemplates profit-driven activities. Charitable ministry work is none of these things.

3. YOUR POLICY CREATES AN UNREASONABLE AND LIKELY UNENFORCEABLE BLANKET EXCLUSION.

Your warranty language states that "registration of the RV in the name of any business entity shall be considered conclusive evidence of commercial and/or business use." This sweeping statement makes no distinction between:

- For-profit corporations operating rental fleets
- Nonprofits providing disaster relief
- Churches conducting mobile ministry
- Charitable organizations serving communities

"Conclusive evidence" means you refuse to consider the actual use of the vehicle, which in our case is exactly what your warranty is designed to cover. This approach is legally questionable and fundamentally unfair, particularly when applied to federally recognized charitable organizations.

REGARDING THE MANUFACTURER DEFECTS:

You have not addressed the substance of my complaint: this brand new RV has multiple manufacturer defects that exist from the point of manufacture and delivery. These are not maintenance issues. These are not damages caused by use. These are defects in Forest River's materials and workmanship:

- Defective plumbing system preventing hot water from reaching the shower
- Electrical short in mirror wiring, creating a safety hazard
- Multiple fit and finish defects throughout the unit (nicks, scrapes, damage).

Your warranty explicitly covers "Substantial Defects in material and workmanship attributable to Forest River's manufacture and assembly of the RV." These defects were present when we took delivery of this brand new unit. They are Forest River's responsibility, period.

REGARDING WARRANTY COVERAGE:

I understand and acknowledge that Forest River's warranty provides one-year coverage and that the lifetime warranty I referenced is a separate warranty provided by Johnston RV. I have no dispute with Forest River regarding the duration of your manufacturer warranty. However, I want to be absolutely clear: any repairs performed under Forest River's one-year manufacturer warranty to address these manufacturer defects must not alter, void, or compromise the separate lifetime warranty agreement I have with Johnston RV. These are Forest River manufacturing defects that existed at delivery, and fixing them should have no impact whatsoever on any other warranty coverage.

WHAT I EXPECT:

1. Immediate acknowledgement that Tennessee Valley Pastoral Counseling, as a 501(c)(3) nonprofit organization using this RV for charitable ministry purposes consistent with "short term recreational camping," is improperly excluded under your blanket commercial use policy.
2. Full warranty coverage honored for all manufacturer defects identified in my initial correspondence.
3. Repairs scheduled and completed for all defects: plumbing system, electrical wiring safety hazard, and fit and finish issues.
4. Confirmation in writing that these repairs will not affect any other warranty coverage I have been provided.

FINAL STATEMENT:

I appreciate that you "must adhere to the warranty policy," but policies must be applied reasonably and in accordance with their intended purpose. Your policy is designed to exclude commercial rental operations and for-profit businesses, not charitable nonprofit organizations serving communities in need.

If Forest River continues to hide behind an overly broad and improperly applied policy exclusion rather than addressing legitimate manufacturer defects on a brand new unit sold to a federally recognized charity, I will have no choice but to proceed with the actions outlined in my previous correspondence, including:

1. Filing complaints with consumer protection agencies and the Better Business Bureau
2. Consulting with legal counsel regarding Forest River's refusal to honor warranty coverage
3. Publicly documenting this experience for nonprofit organizations, churches, and RV communities considering Forest River products
4. Sharing our treatment by Forest River through our social media channels and ministry network (several thousand followers)
5. Posting detailed accounts to major RV forums and communities nationwide
6. Directing our board of directors and staff to ensure the RV community is fully informed of how Forest River treats charitable organizations

I am not asking for special treatment. I am asking for fair treatment under a warranty that should clearly cover the manufacturer defects on this brand new unit. Your policy should distinguish between for-profit commercial use and nonprofit charitable use. If it does not, then your policy is flawed and should be revised, not blindly applied to exclude legitimate warranty claims.

I expect a substantive response within 72 hours that addresses these points and outlines how Forest River intends to repair the manufacturer defects on this unit.

Respectfully but firmly,

Dr. Lance Flood

10/17/25, 10:04 AM

Gmail - Regarding VIN # T0719098

President & CEO
Tennessee Valley Pastoral Counseling
[Quoted text hidden]



Lance Flood <lgflood@gmail.com>

Regarding VIN # T0719098

Cherokee Owners <cherokeeowners@forestriverinc.com>
To: Lance Flood <lgflood@gmail.com>

Thu, Oct 16, 2025 at 1:55 PM

Dr. Flood:

Notwithstanding the fact the 2026 Cherokee Arctic Wolf 3650 Suite RV ("RV") in question has been titled in the name of an Alabama registered corporation thereby voiding the Forest River Limited Warranty, Forest River will consider effectuating goodwill repairs to the RV provided (i) the RV is transported to the nearest disclosed Johnston RV location for inspection, (ii) any necessary goodwill repairs will be determined at the sole discretion of Forest River, and (iii) the Tennessee Valley Pastoral Counseling corporation executes of a release prior to the commencement of any goodwill repairs.

Please let me know if you are willing to accept the offer of goodwill repairs as set forth above and if yes, then please identify which Johnston RV location and on what day they should anticipate delivery of the RV so that I can coordinate with that location to effectuate goodwill repairs.

Thank you.

*Elizabeth Noble**ForestRiver Cherokee**Owner Relations Manager****Enoble@forestriverinc.com****260-499-2100*

From: Lance Flood <lgflood@gmail.com>**Sent:** Wednesday, October 15, 2025 3:19 PM**To:** Cherokee Owners <cherokeeowners@forestriverinc.com>; kellyjo@johnstonrvcenter.com;
Board@tennvalley.org**Subject:** Re: Regarding VIN # T0719098

10/17/25, 10:05 AM

Gmail - Regarding VIN # T0719098

Thank you for your response and for providing the warranty documentation. However, your response fails to address the core issues I raised in my initial correspondence and appears to rely on a blanket policy that is being inappropriately applied to my situation

REGARDING THE WARRANTY DOCUMENT:

[Quoted text hidden]

[Quoted text hidden]



Lance Flood <lgflood@gmail.com>

Regarding VIN # T0719098

Lance Flood <lgflood@gmail.com>

Thu, Oct 16, 2025 at 3:42 PM

To: Cherokee Owners <cherokeewowners@forestriverinc.com>, "kellyjo@johnstonrvcenter.com" <kellyjo@johnstonrvcenter.com>, Board@tennvalley.org
Bcc: "deannatvm@gmail.com" <deannatvm@gmail.com>

Dear Ms. Noble,

Thank you for your response. I have carefully reviewed your "offer" of goodwill repairs, and I categorically reject it. Your proposal is not a good faith attempt to resolve this matter. It is a transparent attempt to avoid responsibility while extracting a legal release that would silence me and waive all of my rights.

LET ME BE CRYSTAL CLEAR ABOUT WHY YOUR OFFER IS UNACCEPTABLE:

- 1. You are STILL denying warranty coverage.** Your email begins by "notwithstanding the fact" that the warranty is void, then frames any repairs as "goodwill." This is not goodwill. These are manufacturer defects on a brand new unit that should be covered under your warranty. You are attempting to reframe your legal obligation as corporate charity.
- 2. You demand that I sign a release BEFORE you even commit to what you will repair.** "Any necessary goodwill repairs will be determined at the sole discretion of Forest River" and I must "execute a release prior to commencement of any goodwill repairs." This means I would sign away all of my legal rights, my right to complain publicly, and my ability to hold Forest River accountable, and THEN you would decide what, if anything, you feel like fixing. That is absurd and I will not agree to it.
- 3. You demand that I transport the RV when Johnston RV has already agreed to come to my property.** I have stage 4 liver failure. I have two elderly dogs who cannot be displaced. I am not physically capable of undertaking the logistics of transporting this RV, nor am I in a financial position to absorb the significant cost of displacement during repairs (lodging, pet boarding, meals, etc.) as we are currently serving in a ministry capacity at this location. Johnston RV, your authorized dealer, has already graciously agreed to perform repairs at my location. Your demand that I transport the RV to them is either ignorance of these circumstances or a deliberate attempt to make resolution as difficult and expensive as possible for me.

YOUR "OFFER" IS REJECTED.

I will not sign a release. I will not waive my rights. I will not agree to repairs "at Forest River's sole discretion." I will not transport the RV when your own authorized dealer has agreed to come to my property.

These are manufacturer defects that should be covered under your warranty. Period. Your attempt to frame warranty coverage as "goodwill" while demanding I sign away my rights is insulting and unacceptable.

I have given Forest River multiple opportunities to resolve this matter professionally and fairly. You have chosen not to do so. Therefore, I am now moving forward with the actions I outlined in my previous correspondence.

ACTIONS BEING TAKEN IMMEDIATELY:

1. CONSUMER PROTECTION COMPLAINTS

I am filing formal complaints with:

- The Better Business Bureau
- The Indiana Attorney General's Consumer Protection Division (since Forest River is based in Indiana)
- The Alabama Attorney General's Consumer Protection Division (my state of residence)
- The Federal Trade Commission regarding deceptive warranty practices

2. LEGAL CONSULTATION

I am consulting with legal counsel regarding:

- Forest River's breach of warranty obligations

- Misrepresentation of warranty coverage by Forest River's authorized dealer network
- The enforceability of Forest River's overly broad commercial use exclusion as applied to 501(c)(3) nonprofit organizations
- Potential violations of state and federal consumer protection laws
- Pursuit of all available legal remedies

3. PUBLIC DOCUMENTATION

I have secured the domain **ForestRiverWarranty.com** and the website is already live and fully operational. I chose this specific domain because anyone searching for "Forest River warranty", which thousands of prospective RV buyers do on a regular basis, will see my page prominently in search results.

And before your legal department considers attempting to challenge my ownership of this domain, let me save them some time: I am fully aware of UDRP (Uniform Domain-Name Dispute-Resolution Policy) procedures and trademark law. To prevail in a UDRP complaint, you would need to prove that I registered the domain in bad faith to profit from your trademark. I did not. I registered it to document my factual consumer experience with your company's warranty practices. Additionally, I make no use of Forest River trademarks or logos on the website, and the site clearly disclaims any affiliation with Forest River, Inc.

Similarly, any trademark infringement lawsuit would fail because I am not using the domain commercially, I am not pretending to be Forest River, and I am exercising constitutionally protected free speech by documenting factual consumer experiences. Courts have repeatedly upheld the right of consumers to operate criticism and documentation websites, even using company names in domain names, when the content is factual and clearly not affiliated with the company.

If this matter is not resolved within **24 hours**, I will fully populate the site with a complete, factual timeline of this situation including all correspondence, warranty documents, photographs of the manufacturer defects, and documentation of our nonprofit status and charitable mission. Potential customers researching whether Forest River stands behind their products deserve to know how your company treats a federally recognized charitable organization with legitimate manufacturer defects on a brand new unit.

The website is live now at: www.ForestRiverWarranty.com

4. MINISTRY AND RV COMMUNITY OUTREACH

As previously stated, I will be:

- Sharing our complete experience through our social media channels and ministry network (several thousand followers across multiple platforms)
- Posting detailed, factual accounts to every major RV forum and community nationwide, including but not limited to: RV.net, iRV2, Forest River Forums, Keystone RV Forums, and Reddit RV communities
- Directing our board of directors and staff to make concerted efforts to inform churches, ministries, and nonprofit organizations considering Forest River products about how your company has handled this matter
- Contacting RV consumer advocacy groups and publications to share our experience
- Documenting this case study for other nonprofits to understand the risks of purchasing from manufacturers with poorly written warranty exclusions

5. INDUSTRY AWARENESS

I will be reaching out to:

- National RV Dealers Association
- Recreation Vehicle Industry Association
- RV consumer protection advocates and bloggers
- Local and national media outlets that cover consumer protection issues

LET ME BE CRYSTAL CLEAR ABOUT WHAT THIS IS AND IS NOT:

This is NOT a threat. This is a statement of fact regarding actions I am now taking because Forest River has refused to honor its warranty obligations.

This is NOT defamation or libel. Every statement I make will be factual, documented, and verifiable. I will post actual correspondence, actual warranty documents, actual photographs of defects, and actual documentation of our nonprofit status.

This is NOT an emotional reaction. This is a measured, strategic response to a corporation that sold a defective product to a charitable organization and then hid behind a poorly written policy exclusion rather than taking responsibility for its

own manufacturing failures.

This IS about holding Forest River accountable. This IS about informing consumers and nonprofits. This IS about ensuring that other organizations don't experience what we have experienced.

THE DEFECTS THAT FOREST RIVER REFUSES TO REPAIR:

Let me remind you one final time of the manufacturer defects that existed on this brand new unit when we took delivery:

1. Defective plumbing system preventing hot water from reaching the shower (including it leaking under the floor into the bedroom)
2. Electrical short in mirror wiring creating a safety hazard
3. Multiple fit and finish defects throughout the unit (nicks, scrapes, and damage all present at delivery)

These are YOUR manufacturing defects. These are YOUR quality control failures. These should be YOUR responsibility to repair under YOUR warranty. Instead, you have chosen to deny coverage based on a technicality that treats a nonprofit charity the same as a commercial rental operation.

MY FINAL POSITION:

My wife and I are currently living in an RV with no hot water in the shower and electrical safety hazards because Forest River manufactured a defective product and refuses to stand behind it. We invested every dollar we had into this ministry and this vehicle. We have never owned anything brand new in our entire lives. We purchased this RV to serve churches and families in need through free counseling training and marriage seminars. We are facing significant personal health challenges, including my stage 4 liver failure.

And Forest River's response has been: "Sorry, policy says no."

That is unacceptable. That is unconscionable. And that will now be documented and shared publicly so that others can make informed decisions about whether to trust Forest River with their hard-earned money.

THERE IS STILL ONE OPPORTUNITY TO RESOLVE THIS:

If Forest River is willing to immediately authorize warranty coverage and repairs for the manufacturer defects on this unit, contact me within 24 hours. Not 72 hours. Not 48 hours. Not next week. 24 hours from the time this email was sent. I have been dismissed long enough.

If I do not receive a substantive response authorizing all documented repairs within 24 hours, I will proceed with all actions outlined above without further communication to Forest River. At that point, Forest River will have made its choice, and I will have made mine.

The ball is in your court. I hope you'll choose wisely.

Sincerely,

Dr. Lance Flood

President & CEO

Tennessee Valley Ministries

[Quoted text hidden]



Lance Flood <lgflood@gmail.com>

Regarding VIN # T0719098

Cherokee Owners <cherokeeowners@forestriverinc.com>
To: Lance Flood <lgflood@gmail.com>

Fri, Oct 17, 2025 at 7:21 AM

Good morning, Mr. Flood,

Thank you for your response. I appreciate your continued engagement as we work toward a resolution.

After careful consideration, Forest River's offer will remain final. This offer will be valid for a period of 60 days from the date of this message, allowing you time to review and decide how you would like to proceed. We believe this timeframe provides a fair opportunity for you to evaluate the proposal and make arrangements as needed.

I understand that Johnston RV has expressed a willingness to travel to your location to perform the repairs you've requested. We find this solution acceptable and appreciate their flexibility in helping facilitate the process.

To ensure clarity and continuity, I will document this offer in your VIN file. This will allow us to reference the details easily should you decide to accept the goodwill repair offer within the 60-day window.

Please don't hesitate to reach out if you have any questions, need clarification, or would like to initiate the repair process.

[Quoted text hidden]



Lance Flood <lgflood@gmail.com>

Regarding VIN # T0719098

Lance Flood <lgflood@gmail.com>

Fri, Oct 17, 2025 at 1:15 PM

To: Cherokee Owners <cherokeewners@forestriverinc.com>, Board@tennvalley.org, kellyjo@johnstonrvcenter.com

Dear Ms. Noble,

Thank you for your response. However, your offer remains unacceptably vague and does not address the fundamental issues I raised in my previous correspondence.

You continue to characterize Forest River's manufacturer warranty obligations as "goodwill repairs." You provide no specifics about what will actually be repaired. You offer a 60-day window to "decide" when I am currently living with safety hazards and potential water damage. Most critically, you do not address whether Forest River still requires execution of a legal release waiving all of my rights.

I am not interested in vague offers that leave critical details to Forest River's "sole discretion." I need clear, written commitments before I will allow any repairs to proceed.

MY TERMS ARE AS FOLLOWS:

1. SCOPE OF REPAIRS

Forest River must commit in writing to repair ALL manufacturer defects which have been reported to Johnston RV and documented with photographs:

- Defective plumbing system: no hot water to shower
- Water leak from shower into bedroom creating water damage and mold/health hazard
- Electrical short in mirror wiring creating fire safety hazard
- All fit and finish defects (nicks, scrapes, damage present at delivery)

2. NO LEGAL RELEASE REQUIRED

I will not sign any release waiving my legal rights, my right to document this experience publicly, or my ability to hold Forest River accountable. If a release is still required, this offer is rejected.

3. JOHNSTON RV LIFETIME WARRANTY PROTECTED

Written confirmation that these repairs will not void, alter, or compromise any separate warranty coverage I have with Johnston RV.

4. REPAIR TIMELINE

Repairs must be scheduled and completed within 14 days of my acceptance of this offer, not 60 days from now. I am living with electrical safety hazards and water damage. This is urgent.

5. REPAIRS AT MY LOCATION

Johnston RV will perform all repairs at my property, as they have verbally agreed and as you acknowledged is acceptable in your previous email.

6. WRITTEN CONFIRMATION

All of the above terms must be confirmed in writing via email before I will authorize Johnston RV to proceed with any repairs.

DEADLINE:

Considering it is Friday, you have 72 hours from receipt of this email to provide written confirmation that you agree to these terms. If I do not receive clear, written confirmation by the **close of business on Monday, October 20, 2025**, I will proceed immediately with full publication of all documentation on ForestRiverWarranty.com, including:

- Complete email correspondence between myself and Forest River
- Photographs of all manufacturer defects
- Forest River's Limited Warranty document
- Documentation of Tennessee Valley Pastoral Counseling's 501(c)(3) nonprofit status
- Timeline of events showing multiple good-faith attempts to resolve this matter
- Forest River's repeated refusals to honor warranty coverage

The website is already live. It currently shows that documentation is being prepared. If I do not receive acceptable terms within 72 hours, I will populate the site completely and begin the broader public awareness campaign I outlined in my previous correspondence.

THIS IS YOUR FINAL OPPORTUNITY TO RESOLVE THIS MATTER APPROPRIATELY.

Either provide clear written terms that address all five points above, or I will proceed with full public documentation so that prospective RV buyers and nonprofit organizations can make informed decisions about Forest River's warranty practices and customer service. The choice is yours.

Sincerely,

Dr. Lance Flood
President and CEO
Tennessee Valley Pastoral Counseling

[Quoted text hidden]



Lance Flood <lgflood@gmail.com>

Tennessee Valley Pastoral Counseling - 2026 Cherokee Arctic Wolf 3650 Suite

John T. Drics <jdrics@forestriverinc.com>
To: "lgflood@gmail.com" <lgflood@gmail.com>
Cc: Elizabeth Noble <enoble@forestriverinc.com>

Mon, Oct 20, 2025 at 2:23 PM

Dr. Flood:

The issues regarding the Tennessee Valley Pastoral Counseling corporation ("TVPC") RV have been directed to my attention. Forest River, Inc. ("Forest River") confirms the previous offer for goodwill repairs to the TVPC RV can be accepted anytime for the next 60 days from the date of this email, provided (i) the RV is inspected by Johnston RV now to be conducted at your current location, (ii) any necessary goodwill repairs will be determined at the sole discretion of Forest River upon recommendation by Johnston RV representative(s), and (iii) TVPC executes of a release prior to the commencement of any necessary goodwill repairs.

The timeline demanded for effectuating any necessary goodwill repairs is not realistic since the complexity of any goodwill repairs, availability of any parts necessary to effectuate any goodwill repairs and the availability of Johnston RV personnel to effectuate any goodwill repairs is currently unknown. Only after the Johnston RV inspection can a realistic goodwill repair timeline be determined. However, once the offer of goodwill repairs is accepted, Forest River will work diligently with Johnston RV to progress necessary goodwill repairs as quickly as commercially possible.

The requirement of a release is made necessary by the registration of the RV in the name of TVPC corporation. <https://arc-sos.state.al.us/cgi/corpdetail.mbr/detail?corp=000295106&page=name&file=&type=ALL&status=ALL&place=ALL&city> . Regardless of that entity's Federal tax status, the fact remains that the RV has been registered in the name of a corporation and not in the name of an individual(s).

Pursuant to the Exclusions from Coverage in Forest River Limited Warranty, which is readily available on the Forest River website, "Registration of the RV in the name of any business entity shall be considered conclusive evidence of commercial and/or business use." [FOREST-RIVER-LIMITED-TOWABLE-WARRANTY-ON-OR-AFTER-7-1-23.pdf](#) . As such in these circumstances, Forest River is only able to extend goodwill repairs and only if a release is executed by TVPC for such necessary good will repairs.

Forest River is attempting to reach an amicable resolution of the alleged issues with the TVPC RV despite several aspects of the stated intended future actions of TVPC which are very concerning, especially the use of the name "Forest River". The name "Forest River" is registered tradename with the U.S. Patent and Trademark Office, [Trademark Status & Document Retrieval](#), and as such, all unauthorized use of "Forest River" will be vigorously protected against infringement.

I await the decision of TVPC on how it intends to proceed on the Forest River offer of goodwill repairs.

Thank you.



JOHN THOMAS DRICS
CORPORATE COUNSEL

jdrics@forestriverinc.com
direct: (574) 264-8035 | cell: (574) 621-1452

900 CR 1
Elkhart, IN 46514



Lance Flood <lgflood@gmail.com>

Tennessee Valley Pastoral Counseling - 2026 Cherokee Arctic Wolf 3650 Suite

Lance Flood <lgflood@gmail.com>
To: "John T. Drics" <jdrics@forestriverinc.com>

Mon, Oct 20, 2025 at 3:13 PM

Mr. Drics,

Thank you for your response on behalf of Forest River, Inc.

Your offer remains unacceptable for the reasons previously outlined:

1. You continue to characterize Forest River's manufacturer warranty obligations as "goodwill repairs"
2. You demand execution of a legal release before committing to repair any specific defects
3. You offer repairs "at Forest River's sole discretion" with no guarantee all documented manufacturer defects will be addressed
4. You provide no realistic repair timeline despite the presence of safety hazards

Regarding your trademark concerns:

I am aware that "Forest River" is a registered trademark. ForestRiverWarranty.com is operated in full compliance with trademark law and First Amendment protections. The site:

- Clearly disclaims any affiliation with Forest River, Inc.
- Uses the Forest River name only to identify the subject of consumer commentary
- Contains factual documentation of my experience as a consumer
- Makes no commercial use of Forest River trademarks or logos
- Operates as protected consumer speech under established legal precedent

Courts have consistently held that consumers may use company names in domain names and websites when documenting factual experiences and providing consumer information. See, e.g., *Bosley Medical Institute v. Kremer*, 403 F.3d 672 (9th Cir. 2005); *TMI, Inc. v. Maxwell*, 368 F.3d 433 (5th Cir. 2004).

Your threat to "vigorously protect against infringement" is noted but does not change my legal right to document and share my consumer experience.

Regarding TVPC's corporate status:

Your citation to Alabama corporate records is misleading. Tennessee Valley Pastoral Counseling is a federally recognized 501(c)(3) tax-exempt nonprofit organization (EIN: 46-4227922) registered in Tennessee. Your blanket warranty exclusion policy fails to distinguish between for-profit commercial entities and tax-exempt charitable organizations, which is the core issue in this dispute.

Going Forward:

As stated in my previous correspondence, I am now proceeding with full public documentation of this matter. ForestRiverWarranty.com will be populated with all correspondence (including this exchange), photographs of defects, warranty documents, and nonprofit documentation.

I will also be moving forward with:

- Consumer protection complaints (BBB, FTC, state attorneys general)
- Social media and RV community awareness campaigns
- Outreach to nonprofit organizations and churches
- Documentation for consumer advocacy organizations

This decision has been made necessary by Forest River's repeated refusal to honor warranty obligations for legitimate manufacturer defects on a brand new recreational vehicle purchased by a federally recognized charitable organization.

I have given Forest River multiple opportunities to resolve this matter appropriately. You have chosen not to do so.

10/20/25, 3:13 PM

Gmail - Tennessee Valley Pastoral Counseling - 2026 Cherokee Arctic Wolf 3650 Suite

Dr. Lance Flood
President and CEO
Tennessee Valley Pastoral Counseling
EIN: 46-4227922

[Quoted text hidden]