



# SETTLEMENT

Settlement agreements are **CONFIDENTIAL**, except as otherwise required by law. A settlement form describing the terms of the settlement and any agreed upon release language will be entered into between the parties if a settlement is reached at any time after a dispute is submitted to the Administrator.



## ADMINISTRATOR'S OFFICE

If you have any questions or are uncertain about any part of this Program, please contact the Administrator:



### CONTACT US



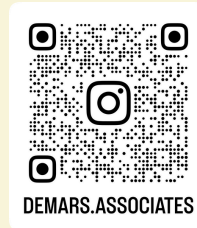
*RV Warranty Dispute Program*  
*DeMars & Associates, Ltd.*  
*P.O. Box 1015 Hurst, TX 76053*  
*(800) 279-5343*  
*info@demarsassociates.com*



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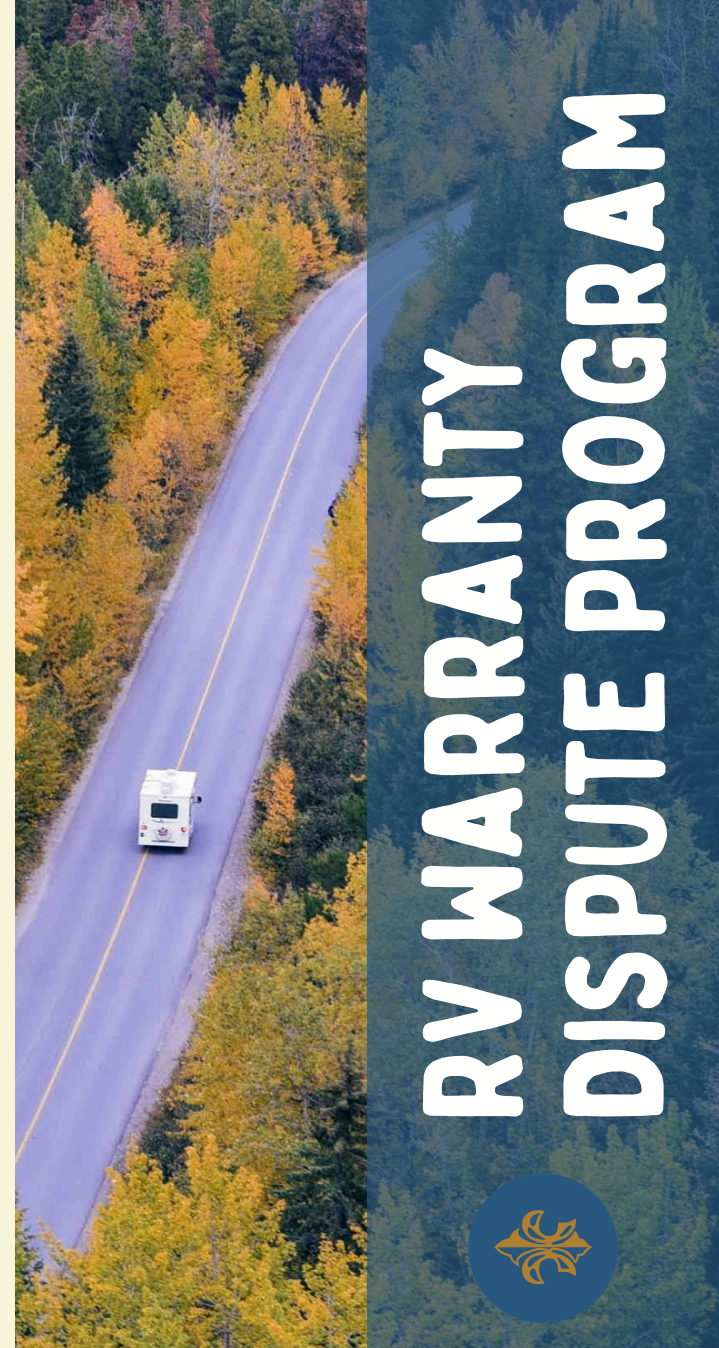
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# RV WARRANTY DISPUTE PROGRAM



# RV WARRANTY DISPUTE PROGRAM

ADMINISTERED BY DEMARS & ASSOCIATES, LTD.

# INTRODUCTION

This guide provides important information about mediation services in the RV Warranty Dispute Program. Mediation is a voluntary process intended to assist the parties in resolving a dispute before commencing an administrative or judicial complaint. The Program makes every effort to resolve cases within 40 days of the date the application is received. The 40 day timeline may be extended for a few limited reasons or at the consumer's request.

## THIS PROGRAM IS VOLUNTARY, AND FREE TO YOU, THE CONSUMER!

This guide is designed to help you, the consumer, prepare for mediation. You should read this guide in its entirety. Otherwise, you may not fully understand your rights and responsibilities under the Program.

## ELIGIBILITY

To be eligible for the Program, the claim must be based on a defect in your RV covered under the applicable manufacturer warranty during the respective warranty period.

The Statement of Issues ("SOI") is reviewed to see if it meets the Program requirements. If the case is eligible, the consumer and manufacturer are notified in writing, and a date is set for the mediation conference.

If the case does not meet eligibility requirements, the consumer will be notified in writing.



## ADMINISTRATION OF THE PROGRAM

DeMars & Associates, Ltd. ("Administrator" or "DeMars") administers the Program.

The Administrator is responsible for the overall administration of the Program, including collecting necessary documents, scheduling the mediation conference, and providing you with an impartial, qualified Mediator. The Administrator does not decide cases. The Administrator provides a forum for hearing and resolving disputes using impartial Mediators.

The Administrator and Mediators are exempt from civil liability as a result of any act or omission in connection with the mediation held under the Program.

The parties may not call the Mediator or any employee or agent of the Administrator as a witness or expert. This includes any informal proceeding or legal action involving the parties related to a dispute subject to this Program. In addition, they may not subpoena any notes or other materials created by the Mediator. Parties are entitled to receive copies of all the Program's records related to the dispute, at a reasonable cost.

More details on program operations, or an application, can be obtained by contacting the Program Administrator, at (800) 279-5343.

## WHAT IS MEDIATION?

Mediation is a process in which parties to a dispute and a Mediator meet to seek settlement. The Mediator assists the parties' efforts to reach a mutually acceptable settlement of the dispute. The Mediator cannot impose any settlement upon the parties.

The parties control the outcome of the mediation, not the Mediator. Mediation is voluntary for both the consumer and the involved RV manufacturer.

The parties are not prevented from continuing direct negotiations before the mediation process.



# RV WARRANTY DISPUTE PROGRAM



## WHAT IS MEDIATION?, CONTD.

In mediation, the parties can discuss any RV issue of concern and attempt to resolve all differences, even if some of the alleged problems with the RV are not covered by the warranty.

At the beginning of the mediation conference, the Mediator will normally meet with both parties in a joint session to describe the procedures and ground rules.

Each party then discusses their understanding of the issues, the facts surrounding the dispute, how they would like to see the dispute resolved and why. In this initial session, the Mediator gathers as many facts as possible.

After the joint session, the Mediator will meet separately with the consumer(s) and the representative from the RV manufacturer. While holding these separate sessions, the Mediator may shuttle back and forth between the parties. During each separate session, the Mediator attempts to clarify each party's version of the facts, priorities and positions, and explores alternative solutions.

At appropriate times the Mediator may make suggestions about a final settlement, advise the parties on the consequences of failure to reach a mutually acceptable agreement, outline the progress that has been made, and formalize offers to achieve agreement. Information you provide the Mediator when you meet in separate sessions is confidential, and the Mediator will not disclose this information to another party without your permission.

## MEDIATION PROCEDURES



### 1. INITIATION OF MEDIATION.

Upon notification of an eligible claim, the Administrator will promptly notify the consumer and manufacturer(s), in writing, that an eligible application has been received, and shall advise the parties of:

- ( i ) the identity and biography of the assigned Mediator
- ( ii ) the scheduled mediation conference date, time and location and
- ( iii ) the Administrator's address to which all requests or other correspondence concerning the claim should be directed

### 2. APPOINTMENT OF THE MEDIATOR.

A single Mediator will be assigned by the Administrator to conduct the mediation conference

### 3. MEDIATOR DISCLOSURE AND CHALLENGE PROCEDURE.

No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the mediation.

Upon the Administrator's receipt of a party's written objection to the continued service of the Mediator, the Administrator shall determine whether the Mediator should be disqualified and shall inform the parties of its decision, which shall be final and binding.

### 4. MEDIATOR VACANCIES.

If for any reason the Mediator becomes unwilling or unable to perform his or her duties, the Administrator may declare the position vacant and appoint a new Mediator.

### 5. SETTLEMENT AUTHORITY.

All parties must be represented by persons with settlement authority.



# MEDIATION PROGRAM

## 6. DATE, TIME AND PLACE OF MEDIATION CONFERENCE.

The Administrator, in consultation with the Mediator, shall set the date, time and place of the mediation conference. The mediation shall be held at a site reasonably convenient to the consumer, or, alternatively, may be conducted via telephone or video if the Administrator determines an in-person meeting is not practical. The Administrator shall have the power to determine the location and method of the mediation conference and its decision shall be final and binding.

## 7. RESCHEDULING THE MEDIATION CONFERENCE DATE.

The Mediator may postpone a conference upon the request of a party. Any party seeking a postponement should promptly contact the Administrator and attempt to reschedule the conference to a mutually acceptable date.

## 8. IDENTIFICATION OF MATTERS IN DISPUTE.

The parties will be expected to present all information reasonably required for the Mediator to understand the issues presented.

## 9. INSPECTION OF VEHICLE.

The likelihood of successfully resolving the dispute is improved by affording the RV manufacturer the opportunity to inspect your RV prior to the mediation. It is not mandatory, but it is recommended, that you arrange a mutually agreeable time and location for an inspection by the manufacturer prior to the mediation if the RV has not already been inspected or is presently in an authorized repair facility. The consumer must be present during the inspection, unless the consumer expressly waives in writing the right to be present. The inspection does not constitute another attempt to repair the RV, and no repair procedures may be conducted without the consumer's written consent.

## 10. AUTHORITY OF THE MEDIATOR.

Mediator shall interpret and apply these rules insofar as they relate to the Mediator's duties and responsibilities. All other rules shall be interpreted and applied by the Administrator.

The Mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. The Mediator is authorized to conduct joint and separate discussions with the parties, and to make oral and written recommendations for the settlement.

## 11. PRIVACY.

Mediation conferences are private and confidential. Only the parties and the Mediator may attend mediation conferences. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

## 12. CONFIDENTIALITY.

The Mediator shall not divulge confidential information disclosed to the Mediator by the parties in the course of the mediation. Furthermore, the Mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversary proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and, except as otherwise required by law, shall not rely on, or introduce as evidence in any arbitral, judicial, or other proceeding (i) the consumer statement or the manufacturer summary, (ii) views expressed or suggestions made by another party with respect to a possible settlement of the dispute, (iii) admissions made by another party in the course of the mediation proceedings, (iv) proposals made or views expressed by the Mediator, (v) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator, or (vi) any settlement agreement obtained as a result of the mediation.

## 13. NO STENOGRAPHIC RECORD OR RECORDING.

There shall be no stenographic record or recording of the mediation conference.

## 14. TERMINATION OF MEDIATION.

The mediation shall be terminated by (i) the execution of a written settlement agreement by the parties; or (ii) a written declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile.