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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Check Tennessee's required form and notice period before sending.
- 1 citation could not be confirmed against the uploaded files (wrong page, or an amount or date not found on that page). It is marked [VERIFY: citation not confirmed].
- Timing: the contract's cancellation clause states a November 24, 2026 deadline and requires hand delivery or certified mail postmarked by that date [purchase_contract_excerpt.pdf p.1]. This draft does not say whether notice is timely. Confirm the letter date, the delivery method, and whether the period is still open. The clients' November 17, 2026 email was not sent by the method the contract requires, and the auto-reply said so [payment_records_and_offering_statement.pdf p.1].
- The contract requires notice signed by all purchasers. Signature lines for both clients are at the end. Obtain both signatures before sending.
- The notice address is a P.O. Box (P.O. Box 7720, Cedar Gap, Tennessee, no ZIP in the records). Confirm how hand delivery to a P.O. Box would work, and add the ZIP code.
- We have only a one-page contract excerpt. It cites the contract's own page numbers (pages 2, 6 and 7), while citations here use the file page (p.1). Check the full contract for the cancellation clause, any other notice terms, and any arbitration or governing-law clause.
- Refund amounts: the $349.00 Owner Club enrollment fee is on the card statement but not in the contract excerpt. Confirm it is covered by the refund clause. The total of $6,161.50 is as read from the statement and must be checked. Confirm whether any loan payments have been made (the first was due January 1, 2027).
- Laurel Crest Financial Services is the lender named in the contract. Confirm whether it is a separate entity that also needs notice and a copy of this letter.
- The sales-presentation facts come from Brenda Achterberg's own notes written the evening of the sale, plus a copy of the sales manager's worksheet. Confirm with the clients. Decide whether to keep the personal details (age, not having eaten).
- Contract Section 16 (page 7) has a non-reliance clause. The letter includes a [VERIFY] on how Tennessee law treats it.
- [VERIFY] items on the Tennessee rescission notice rules and Tennessee timeshare and consumer protection law need attorney review. The demand amount, response deadline, delivery method, firm address, date and recipient details are placeholders.

Dunmore Haskell PLLC
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method, e.g., hand delivery or certified mail, return receipt requested]

Laurel Crest Vacation Ownership LLC
Attention: Contract Administration
P.O. Box 7720
Cedar Gap, Tennessee [ADD: ZIP]

Re: Notice of Cancellation and Demand for Refund, Lionel and Brenda Achterberg, Vacation Ownership Purchase Contract No. MLR-26-04417 dated November 14, 2026, Misty Laurel Mountain Resort

Dear Contract Administration:

Introduction

This firm represents Lionel Achterberg and Brenda Achterberg about the Vacation Ownership Purchase Contract dated November 14, 2026, contract no. MLR-26-04417, for 154,000 Laurel Points, annual use, Deeded Interest in Building C, at Misty Laurel Mountain Resort in Cedar Gap, Tennessee [purchase_contract_excerpt.pdf p.1]. The stated purchase price is $38,750.00. The contract shows a down payment of $5,812.50 and an amount financed of $32,937.50 through Laurel Crest Financial Services at 15.9% annual interest, with a monthly payment of $493.12 [purchase_contract_excerpt.pdf p.1]. Please direct all further communication about this matter to this office.

Notice of rescission

Lionel Achterberg and Brenda Achterberg, the purchasers named on the contract, cancel the contract. This notice is given under the contract's "Purchaser's Right to Cancel" provision (contract page 2), which states:

"You may cancel this contract without penalty or obligation. To cancel, you must deliver written notice of cancellation, signed by all purchasers, to Laurel Crest Vacation Ownership LLC, Attention: Contract Administration, P.O. Box 7720, Cedar Gap, Tennessee. Notice must be hand delivered, or sent by certified mail postmarked, no later than midnight on November 24, 2026. If you cancel, all payments made under this contract will be refunded." [purchase_contract_excerpt.pdf p.1]

This notice is signed by both purchasers below and is delivered to the address stated in that provision by [ADD: delivery method and address]. On November 17, 2026, Ms. Achterberg also emailed Laurel Crest Contract Administration to say that the purchasers wanted to cancel contract MLR-26-04417 and to ask how to get their money back. The reply was an automated

message saying the mailbox is not monitored and that cancellation requests must be submitted as described in the contract [payment_records_and_offering_statement.pdf p.1].

Required form and notice

[VERIFY: Tennessee required form, content, notice period and delivery method for a timeshare rescission notice, the contract's cancellation terms, and whether the period is still open. Keep proof of delivery]

The sales presentation

The purchasers received a mailed invitation in October 2026 offering two free nights at Misty Laurel Mountain Resort and a $200 dining card for attending "a brief owner update, 9:00 to 10:30 a.m. on November 14, 2026" [presentation_notes_and_promo.pdf p.1]. According to Ms. Achterberg's notes, written the evening of November 14, 2026, the following occurred [presentation_notes_and_promo.pdf p.1]:

- The purchasers arrived at 9:00 a.m. and did not leave the sales center until about 3:10 p.m.
- They asked to leave three times, at about 11:30 a.m., 12:45 p.m. and 1:50 p.m. Each time, the sales representative, Colette Ravensworth, said the manager needed to "finalize our gift" and that they could not get the dining card unless they stayed.
- Ms. Ravensworth said, "Laurel Crest buys points back from owners. If you ever want out, we sell them back for you, usually at a profit, because points go up in value every year."
- The sales manager, Doug Pendry, said the purchasers could rent out their week for "at least $2,400 a year, which covers your fees." He wrote "$2,400 rental = fees covered" on a worksheet. The worksheet also reads "Buyback program, points appreciate."
- When the purchasers asked about fees, Ms. Ravensworth said, "Your fees are locked in. They never go up for owners at your level."
- Mr. Pendry said the $38,750 price was "today only" and would be $52,000 if the purchasers returned the next day. The worksheet reads "Price today: $38,750. Tomorrow: $52,000."
- The purchasers asked for time to read the contract at home. Ms. Ravensworth said the contract could not leave the building, went through it on a screen, and pointed to where to sign.
- The contract bears the purchasers' signatures at 2:52 p.m. [purchase_contract_excerpt.pdf p.1]. The purchasers received a printed copy only after asking at the front desk at 3:05 p.m. The public offering statement was on a thumb drive in a gift bag.
- Both purchasers are over 70, and Mr. Achterberg had not eaten.

The documents contradict these statements:

Statement at the presentation	What the documents say	Source
Laurel Crest buys points back,	"Developer has no obligation to repurchase the Interest and does	[purchase_contract_excerpt.pdf p.1]

Statement at the presentation	What the documents say	Source
usually at a profit	not offer any rental or resale program. Purchaser is not buying the Interest as an investment." (Section 15)	
Laurel Crest buys points back, usually at a profit	"There is no resale market operated by the Developer. Purchasers should not expect to resell their interest for the purchase price or at a profit." (Public Offering Statement, p.22)	[payment_records_and_offering_statement.pdf p.1]
Rental of at least $2,400 a year	"The Developer does not operate a rental program and makes no representation that any rental income can be obtained." (Public Offering Statement, p.23)	[payment_records_and_offering_statement.pdf p.1] [VERIFY: citation not confirmed]
Fees are locked in and never go up	"Maintenance fees and assessments are set annually by the Association's board and may increase each year." (Section 12)	[purchase_contract_excerpt.pdf p.1]
Fees are locked in and never go up	Fees were $1,862 for 2024, $1,996 for 2025, $2,088 for 2026 and $2,184 for 2027, and "are expected to continue to increase." (Public Offering Statement, p.18)	[payment_records_and_offering_statement.pdf p.1]

Grounds for termination

The purchasers' primary position is that they have cancelled under the contract's cancellation provision, as stated above. In the alternative, and without waiving that position, the purchasers are entitled to terminate the contract and recover what they paid because of the sales tactics and statements described above:

- The invitation described a "brief" update of 9:00 to 10:30 a.m. The purchasers were kept at the sales center until about 3:10 p.m. They were told three times that they could not receive the promised dining card unless they stayed [presentation_notes_and_promo.pdf p.1].
- The purchasers were told that Laurel Crest repurchases points, usually at a profit, and that points increase in value every year. The contract and the Public Offering Statement state the opposite [purchase_contract_excerpt.pdf p.1; payment_records_and_offering_statement.pdf p.1].
- The purchasers were told that rental income of at least $2,400 a year would cover their fees. The sales manager put this in writing on a worksheet. The contract and the Public Offering Statement say Laurel Crest offers no rental program and makes no representation that rental income can be obtained [presentation_notes_and_promo.pdf p.1; purchase_contract_excerpt.pdf p.1; payment_records_and_offering_statement.pdf p.1].

- The purchasers were told that their fees would never increase. The contract states that fees may increase each year, and the Public Offering Statement shows increases in each year listed [purchase_contract_excerpt.pdf p.1; payment_records_and_offering_statement.pdf p.1].
- The purchasers were told that the $38,750 price was available "today only" and would be $52,000 the next day. They were refused time to read the contract at home, were walked through it on a screen, and did not receive a printed copy until 3:05 p.m., after they had signed [presentation_notes_and_promo.pdf p.1; purchase_contract_excerpt.pdf p.1].

Laurel Crest may point to the contract's statement that the "Purchaser has not relied on any oral statement not set out in this contract" (Section 16) [purchase_contract_excerpt.pdf p.1]. The purchasers do not accept that this provision bars their claims. [VERIFY: Tennessee timeshare and consumer protection law, including the effect of the non-reliance clause]

Demand

On behalf of Mr. and Mrs. Achterberg, we demand that Laurel Crest Vacation Ownership LLC, by [ADD: response deadline]:

- Confirm in writing that contract no. MLR-26-04417 is cancelled.
- Refund all amounts the purchasers paid, which according to the purchasers' credit card statement include the following, plus [ADD: amounts paid, including any loan payments made]:

Charge on November 14, 2026	Amount	Source
Laurel Crest Vacation Ownership, down payment	$5,812.50	[payment_records_and_offering_statement.pdf p.1]
Laurel Crest Owner Club, enrollment fee	$349.00	[payment_records_and_offering_statement.pdf p.1]
Total (as read from the statement)	**$6,161.50**	[payment_records_and_offering_statement.pdf p.1]

- Cancel the financing of $32,937.50 with Laurel Crest Financial Services, release the purchasers from any obligation under it, and stop all billing to them, including loan payments, Owner Club charges and the 2027 maintenance fee [purchase_contract_excerpt.pdf p.1].
- Pay [ADD: demand amount].

If we do not receive a written response by [ADD: response deadline], the purchasers will consider their available remedies. The purchasers reserve all rights and remedies under the contract and applicable law. Nothing in this letter waives any of them. Please preserve all records relating to the purchasers' November 14, 2026 transaction, including the sales worksheet, presentation materials, and records of the purchasers' communications with Laurel Crest.

Sincerely,

Nathan T. Dunmore
Dunmore Haskell PLLC

Notice of cancellation signed by all purchasers, as the contract requires:

[ADD: signature of Lionel Achterberg] Date: [ADD: date]

[ADD: signature of Brenda Achterberg] Date: [ADD: date]

cc: Laurel Crest Financial Services, [ADD: address, if separate entity]