

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 14-0317 CAF**

CHRIS SEDITA,	§	BEFORE THE OFFICE
Complainant	§	
v.	§	
	§	OF
FORD MOTOR COMPANY,	§	
Respondent	§	ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Chris Sedita (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-.613 (Lemon Law) for alleged defects in his 2013 Ford F-150 4x4 XLT Crew Cab. Complainant asserts that the vehicle’s paint job was not done properly and that the vehicle has an intermittent vibration. Ford Motor Company (Respondent) argued the consumer’s concerns with the vehicle have been repaired and that there are no defects with the vehicle. The hearings examiner concludes that the vehicle does not have an existing warrantable defect, and Complainant is not eligible for relief.

I. PROCEDURAL HISTORY, NOTICE AND JURISDICTION

Matters of notice and jurisdiction were not contested and are discussed only in the Findings of Fact and Conclusions of Law. The hearing in this case convened and closed on December 2, 2014, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainant appeared at the hearing and was represented telephonically by Adam Hamilton, attorney for The Lemon Law Group, at the hearing. Respondent was represented telephonically by Sonya Hall, Consumer Affairs Legal Analyst.

II. DISCUSSION

A. Applicable Law

The Lemon Law provides, in part, that a manufacturer of a motor vehicle must repurchase or replace a vehicle complained of with a comparable vehicle if the following conditions are met. First, the manufacturer is not able to conform the vehicle to an applicable express warranty by repairing or correcting a defect after a reasonable number of attempts.¹ Second, the defect or condition in the vehicle creates a serious safety hazard or substantially impairs the use or market value of the vehicle.² Third, the owner must have mailed written notice of the alleged defect or

¹ Tex. Occ. Code § 2301.604(a).

² *Id.*

nonconformity to the manufacturer.³ Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.⁴

In addition to these conditions, Section 2301.605 of the Occupation Code specifies that there are three tests which can establish a rebuttable presumption that a reasonable number of attempts have been undertaken by a Respondent to conform a motor vehicle to an applicable express warranty. The first test provides that if the same nonconformity continues to exist after being subject to repair four or more times and: (1) two of the repair attempts were made in the 12 months or 12,000 miles, whichever comes first, following the date of original delivery to the owner; and (2) the other two repair attempts were made in the 12 months or 12,000 miles, whichever comes first, immediately following the date of the second repair attempt, then Complainant has established that Respondent has been provided with a reasonable number of attempts to repair the vehicle.⁵ The second test applies to a nonconformity that creates a serious safety hazard as defined in Section 2301.601(4) of the Texas Occupation Code. The third test provides that Complainant can establish a rebuttable presumption that a reasonable number of attempts to conform a motor vehicle to an applicable express warranty if a nonconformity continues to exist which substantially impairs the vehicle's use or market value and (1) the vehicle is out of service for repair for a cumulative total of 30 or more days in the 24 months or 24,000 miles, whichever comes first, following the date of original delivery to the owner and (2) at least two repair attempts were made in the 12 months or 12,000 miles following the date of original delivery to an owner.⁶ However, the Occupations Code also provides that the 30 day period described by this section does not include any period during which the manufacturer or distributor lends the owner a comparable motor vehicle while the owner's vehicle is being repaired by a franchised dealer.⁷

B. Complainant's Evidence and Arguments

Complainant purchased a 2013 Ford F-150 4x4 XLT Crew Cab from Hillcrest Ford-Lincoln-Mercury (Hillcrest) in Huntsville, Texas on July 13, 2013, with mileage of 62 at the time of delivery.⁸ On the date of hearing the vehicle's mileage was 22,231. At this time, Respondent's warranty coverage for the vehicle remains in place, with "bumper to bumper" coverage for three years or 36,000 miles, whichever comes first. In addition, Respondent's powertrain warranty provides for coverage for the vehicle's powertrain for five years or 60,000 miles.⁹

³ Tex. Occ. Code § 2301.606(c)(1).

⁴ Tex. Occ. Code § 2301.606(c)(2).

⁵ Tex. Occ. Code § 2301.605(a)(1)(A) and (B).

⁶ Tex. Occ. Code § 2301.605(a)(3)(A) and (B).

⁷ Tex. Occ. Code § 2301.605(c).

⁸ Complainant Ex. 3, Repair Order dated July 31, 2013 indicates that the vehicle's "delivery miles" was 62.

⁹ Complainant Ex. 7, 2013 Model Year Ford Warranty Guide, p. 8.

Complainant testified that a week after purchasing the vehicle, he noticed that there appeared to be contaminants (i.e., a blob of paint, dust or dirt) under the vehicle's paint. In addition, he noticed that the area underneath both back doors was primed but not painted, although the front doors were painted completely. In addition, he felt that the paint was chipping off of the vehicle. When Complainant noticed the issues with the paint, he contacted the dealer to see if they would swap the vehicle with another vehicle of the same model. He was told by the dealer representative that he would have to take the vehicle in to have them look at it. Two weeks after the purchase of the vehicle, Complainant took the vehicle to the dealer (Bill Fick Ford) on July 31, 2013, and spoke to the sales manager. At that time, the sales manager told Complainant that the vehicle "needed some attention" and sent Complainant to the paint and body shop manager who told Complainant that he should leave the vehicle as it was, because they would not be able to "get it right." So Complainant again told the sales manager that he wanted to trade the vehicle for another one. However, Complainant's request was denied. So, Complainant had the dealer paint the vehicle. The vehicle was in the dealership for approximately two weeks during this visit. The vehicle's mileage when he took it to the dealership was 1,769.¹⁰ The dealer provided Complainant with a loaner vehicle (an SUV demo) while his vehicle was being repaired.

On August 15, 2013, Complainant picked up the vehicle and inspected the paint job. He noticed some other issues at this time. Complainant noticed a dime sized white spot on the right rear door. It appeared to be something buried in the paint. However, Complainant did not have the dealer deal with the issue at that time. Instead he was concerned with a vibration he felt when driving the vehicle and he left the vehicle with the dealer's repair shop in order to have them address this concern. Complainant was told that the shake/vibration was normal for a four by four vehicle. Complainant told the service representative that the shake was not normal. The vehicle was inspected by a service technician who was unable to duplicate the concern and determined that the vehicle was operating properly.¹¹ The mileage on the vehicle on this occasion was 1,769.¹² Complainant was unsure as to how long the vehicle was in the shop on this occasion.

On August 19, 2013, Complainant took the vehicle to Bill Fick again because of the vibration he was feeling while driving the vehicle. On this occasion, Complainant rode with a dealer representative in order to demonstrate how the vehicle was acting. The representative agreed that there was a problem with the vehicle, so the vehicle was given to a service technician for inspection. It was determined that the left rear tire was "out of round."¹³ As a result, the tire was replaced. Complainant indicated that the vehicle drove better after this repair. No mention of any paint issue with the vehicle was made during this visit to the dealership. The vehicle's

¹⁰ Complainant Ex. 3, Repair Order dated July 31, 2013.

¹¹ Complainant Ex. 4, Repair Order dated August 15, 2013.

¹² *Id.*

¹³ Complainant Ex. 5, Repair Order dated August 19, 2013.

mileage when he took it to Bill Fick on this occasion was 1,781.¹⁴ This repair only took one day and Complainant waited at the dealership for the repair to be completed.

On September 4, 2013, Complainant again took the vehicle to Bill Fick because of concerns with the paint job. The vehicle was left with the dealer on September 4, 2013 and was returned to Complainant on September 9, 2013. Complainant was provided with a loaner vehicle during this period of time. The mileage on the vehicle on this occasion was 2,985.¹⁵ After picking up the vehicle on September 9, 2013, Complainant was still not happy with the repair. He voiced his displeasure to the dealer's paint and body manager. They became involved in an argument and the paint and body shop manager yelled and cursed at Complainant. Bill Fick's general manager intervened and spoke to Complainant. The general manager advised Complainant that they (the dealership) were going to get the job done right. Complainant did not take the vehicle with him at that time. The general manager told Complainant that when he returned to pick up the truck they would inspect it together to ensure that the work was done correctly. Complainant had been driving a Kia loaner vehicle during the period from September 4 through September 9. Afterwards, Complainant was provided with a new F-150 two wheel drive pickup truck while the paint on his vehicle was being repaired. The vehicle was returned to Complainant on or about October 11, 2013.¹⁶ On that date, Complainant called the dealer's general manager to inspect the vehicle. The vehicle was covered in dust when Complainant picked it up. He told the general manager that it was hard to tell whether any repairs had actually been done to the vehicle. There was also a white powder in the vehicle and stains on the carpet that were not there before the repair. In addition, when Complainant turned on the vehicle's air conditioner, a white powder was emitted from the air conditioner vents. Complainant believed that the white powder was a compound that the service technicians used when painting the vehicle. The general manager didn't say anything about Complainant's concerns. Complainant again asked for a new vehicle and the general manager denied the request. The general manager told Complainant to take the vehicle and to never return to the dealership.

Complainant testified that he took the vehicle to another of Respondent's authorized dealers, Gullo Ford, and was told that the vehicle's paint job was bad. However, they could not do any work to the vehicle because it was considered warranty work and Respondent would have to approve any work done to it. In addition, Complainant filed a complaint with the local Better Business Bureau (BBB) regarding his issues with the work performed on the vehicle. The BBB ordered Bill Fick to repaint the vehicle, but the work was never performed. Complainant did not have any work performed on the vehicle between October 11, 2013 and November of 2014. He also believes that the vehicle is two different shades of red, since the final repair attempt which was performed in November of 2014 was not able to match the original color exactly.

¹⁴ *Id.*

¹⁵ Complainant Ex. 6, Repair Order dated September 4, 2013.

During direct examination by his attorney, Complainant testified that the vehicle did not have any damage beyond normal wear and tear. Complainant purchased the vehicle due to the fact that it had four wheel drive in order to tow his boat. His prior vehicle (the same model vehicle, but without four wheel drive) did not have the power to tow the boat. He first noticed the issues with the paint on the vehicle within a week after purchasing it. The paint problems were all on the passenger side and he had not noticed them until he first washed the vehicle. He contacted the dealership's sales manager a week after purchasing the vehicle and asked to switch out the vehicle, but was told that he could not do that. He was told that a dealer representative would have to look at the vehicle before a decision could be made as to what action to take. So, Complainant took the vehicle in to the dealer about two weeks after purchasing it.

For the period from July 31, 2013 through August 14, 2013 while the vehicle was with the dealer being repaired, Complainant received a loaner vehicle. The vehicle provided to Complainant on this occasion was a Ford Edge (an SUV) demo. He could not use this vehicle to tow his boat, since it did not have the power to do so. Complainant lives on the lake and could not use his boat as often as he liked during this period of time.

Complainant took the vehicle back to the dealer on September 4, 2013, for more repairs on the paint. Complainant was told that the vehicle was repaired and ready for pickup on September 9, 2013. When Complainant picked up the vehicle, he did not drive it off the lot as he was still dissatisfied with the paint job. He feels that this visit constitutes two separate repair attempts, since he was told that the vehicle was ready for pickup. From September 4, 2013 through September 9, 2013, Complainant was provided with a Kia Sorrento (a small SUV) as a loaner vehicle. The vehicle was not a four wheel drive vehicle. Complainant was given a new two wheel drive pickup (a Ford F-150) as a loaner vehicle when he left his vehicle for further repairs on this occasion. When this final repair attempt was completed, Complainant told the dealership's general manager, David Howard, that the paint job was unacceptable. Mr. Howard told Complainant that he was not going to discuss the matter and that Complainant needed to leave and not return and that there would be no more repair attempts from the dealership. Mr. Howard refused to provide Complainant with a repair order for this repair attempt. When Complainant took the vehicle there was a white powder on the vehicle. The dust was from a buffing compound which is used to polish the vehicle. The compound leaves a residue which is the white powder Complainant saw on the vehicle. The residue is still stuck in some of the vehicle's cracks. Complainant was concerned with allowing his son to ride in the vehicle while the powder was present. The dealership representative did not offer to clean up the vehicle to remove the powder.

Respondent was provided with a final opportunity to repair the vehicle on October 22, 2014. Complainant's vehicle was with the dealer until November 29, 2014. Complainant was provided

¹⁶ Respondent Ex. 1, Repair Order dated September 4, 2013, Invoice date of October 11, 2013.

with a loaner vehicle during this period of time, an older Ford F-150 two wheel drive pickup. Complainant did not feel that the vehicle was comparable to his vehicle since the inspection sticker had lapsed a few months prior to his use of the vehicle, he had to keep airing up a tire which had a leak, and there was no windshield wiper fluid in the vehicle. Complainant had his vehicle returned to him on November 29, 2014. Some areas of the vehicle were repainted during this repair and he feels that it's now two different shades of red. There are color changes in the bed and cab of the vehicle. Some of the paint is chipping off and areas where metal can be seen in one spot. Complainant has been told by a friend in the automotive industry that the color of his vehicle (ruby red) is tough to match up. Complainant has had the vehicle appraised by a personal friend who works for another authorized Ford dealership and was told that he would only be offered \$25,500 for it. Complainant feels that the issues with the paint job substantially affect the market value of his vehicle. In addition, he feels that the value of the vehicle has been affected because it's been painted four different times. Complainant feels that the original paint concerns have not been addressed and now the paint on the vehicle is two different shades of red.

When Complainant first drove the vehicle shortly after purchasing it, he felt that it had a vibration. He initially thought that a tire was out of balance, but the vibration kept getting worse. Complainant took the vehicle to the dealership and informed a representative that he was concerned with the vibration, but was told that there was nothing wrong with the vehicle. However, it was later determined that there was an unusual vibration which was corrected when a tire was replaced. There is still an intermittent vibration when driving the vehicle.

During cross examination, Complainant testified that he contacted the BBB on September 26, 2013. This was before he obtained counsel for the Lemon Law complaint. On November 11, 2013, the BBB conducted a hearing in which the assigned arbitrator determined that there were defects with the paint job on the vehicle. The arbitrator ordered a repair of the vehicle which involved repainting it. Complainant did not take the vehicle back to Respondent for the vehicle to be repainted because he had been told by the general manager at Bill Fick not to return to the dealership. In addition, Complainant felt that the decision was incorrect and that it was not a fair decision.

C. Respondent's Evidence and Arguments

Sonya Hall, Consumer Affairs Legal Analyst, stated that Respondent feels that the Complainant's concerns with the vehicle, both the paint issue and the vibration issue, have been addressed and repaired. Ms. Hall first became involved with Complainant's Lemon Law complaint when Respondent received the complaint on August 4, 2014.¹⁷

¹⁷ The Lemon Law complaint was filed with the Texas Department of Motor Vehicles (TxDMV) on July 25, 2014, and was entered in the hearing record as Complainant Ex. 1.

Respondent conducted a final inspection and repair attempt on or about October 22, 2014. This was performed by one of Respondent's field service engineers, Brian Jay. The vehicle was retained by Respondent until November 29, 2014, for the repairs to be performed. The delay was partially due to settlement discussions being conducted by the parties and to determine which repairs would be performed on the vehicle. Complainant was provided with a rental vehicle while his vehicle was being repaired. The work was performed by Gullo Ford, one of Respondent's authorized dealers.

Ms. Hall also testified that the BBB conducted a hearing on November 19, 2013, regarding a complaint Complainant filed regarding the vehicle. Respondent was found liable for repairs as a result of the hearing. The decision issued by BBB required Respondent to paint certain parts of the vehicle. Complainant did not return the vehicle to Respondent for the repairs to be made at that time.

During cross examination, Ms. Hall testified that Respondent decided on November 3, 2014, that they were going to perform only the repairs that were covered under warranty. On November 10, 2014, Respondent was informed that they could perform the repairs. It took approximately 19 days to perform the repairs.

D. Analysis

Under Texas' Lemon Law, Complainant bears the burden of proof to establish by a preponderance of evidence that a defect or condition creates a serious safety hazard or substantially impairs the use or market value of the vehicle. In addition, Complainant must meet the presumption that a reasonable number of attempts have been undertaken to conform the vehicle to an applicable express warranty. Finally, Complainant is required to serve written notice of the nonconformity on Respondent, who must be allowed an opportunity to cure the defect. If each of these requirements is met and Respondent is still unable to conform the vehicle to an express warranty by repairing the defect, Complainant is entitled to have the vehicle repurchased or replaced.

Occupations Code § 2301.605(a)(1) provides that if the same nonconformity continues to exist after being subject to repair four or more times and: (A) two of the repair attempts were made in the 12 months or 12,000 miles, whichever comes first, following the date of original delivery to the owner; and (B) the other two repair attempts were made in the 12 months or 12,000 miles, whichever comes first, immediately following the date of the second repair attempt, then Complainant has established a presumption that Respondent has been provided with a reasonable number of attempts to repair the vehicle. In the present case, the evidence shows that Complainant did provide Respondent with more than one attempt to repair his vehicle and to ensure that it conforms to the vehicle's express warranty. However, Complainant has failed to meet the requirements of this test. Respondent was provided with an opportunity to repair the

vehicle's paint job on July 31, 2013, when the vehicle's mileage was 1,769; on September 4, 2013, when the vehicle's mileage was 2,985; and on October 22, 2014, when the vehicle's mileage was 21,947. This was only three repair attempts for the vehicle's paint job. As such, Complainant did not meet the requirement of four repair attempts specified by Section 2301.605(a)(1).

Complainant argued that the repair attempt on September 4, 2013, should be considered to be two repair attempts, since Complainant was contacted by the dealer on September 9, 2013, and was told that the vehicle was repaired and ready for pick up. However, Complainant was not happy with the work performed and the dealer made another attempt to satisfy Complainant and kept the vehicle and repainted it again. Even if you accept this argument and considered the period from September 4, 2013 through September 26, 2013, as a third repair attempt, thereby making the repair attempt on October 22, 2104, a fourth repair attempt, Complainant still fails to establish the presumption under this test, since the fourth repair attempt occurred more than 12,000 miles after the third attempt. (Mileage on the vehicle on September 9, 2013 was 2,985 and the mileage on October 22, 2014 was 21,947. This is a difference of 18,962 miles.)

Complainant also argued alternatively that he had established the presumption that Respondent had been provided with a reasonable number of repair attempts under Section 2301.605(a)(3) of the Occupations Code, since his vehicle had been out of service in excess of 30 days during the first two years or 24,000 miles from the date of original delivery of the vehicle to him. The evidence did indicate that the vehicle was out of service for fifteen days for the period from July 31, 2013 through August 14, 2013; for twenty-three days for the period from September 4, 2013 through September 26, 2013; and for thirty-nine days for the period from October 22, 2014 through November 29, 2014. The total number of days the vehicle was out of service for repairs to the vehicle's paint job during the first two years and 24,000 miles from the date of original delivery was seventy-seven. However, Section 2301.605(c) of the Occupations Code provides that the 30 days under this section of the Code do not include any period during which the Respondent lends the owner a comparable motor vehicle while the owner's vehicle is being repaired. The evidence is undisputed that Complainant was provided with a Ford Edge (an SUV) for the period from July 31, 2013 through August 14, 2013; and with a Kia Sorrento (an SUV) for the period from September 4, 2013 through September 9, 2013. So, Complainant was not provided with a comparable vehicle for a total of 20 days out of the 77 that the vehicle was out of service for this issue. For the other 57 days Complainant was provided with Ford F-150 pickup trucks. These vehicles were comparable to Complainant's vehicle, although they did not have four wheel drive. The requirement is not that Complainant be provided with exactly the same type of vehicle, but with a "comparable" vehicle.

In addition, Complainant argued that when driving the vehicle he intermittently experienced a vibration. Respondent's authorized dealer did duplicate Complainant's concern in August of 2013 and determined that a defective tire was the cause of the vibration. Complainant testified

that he still felt the vibration after this repair. However, Complainant never voiced this concern to Respondent's authorized dealer until the final inspection and repair attempt which occurred in October of 2014. The inspector was unable to duplicate the vibration during his inspection of the vehicle. In addition, Complainant testified in the hearing that his primary concern with the vehicle was with the paint job. The vibration issue was inspected on three separate occasions and a repair was effected on August 19, 2013, which seemed to address the issue. In addition, the vehicle was out of service for this issue for only three days.

After considering all of the evidence, the hearings examiner must hold that Complainant has not established that Respondent was provided with a reasonable number of attempts to conform the vehicle to an applicable express warranty under Section 2301.605 of the Occupations Code.

Respondent's express warranty applicable to Complainant's vehicle provides "bumper to bumper" coverage for 3 years or 36,000 miles whichever comes first. In addition, the powertrain warranty provides coverage for 5 years or 60,000 miles. On the date of hearing, the vehicle's mileage was 22,231 and it remains under this warranty. As such, the Respondent is still under an obligation to repair the vehicle whenever there is a problem covered by the warranty.

Complainant's request for repurchase relief is denied.

III. FINDINGS OF FACT

1. Chris Sedita (Complainant) purchased a new Ford F-150 4x4 XLT Crew Cab from Hillcrest Ford-Lincoln-Mercury in Huntsville, Texas on July 13, 2013, with mileage of 62 at the time of delivery.
2. The manufacturer of the vehicle, Ford Motor Company (Respondent) issued a bumper to bumper warranty for three years or 36,000 miles, whichever occurs first and a separate powertrain warranty for five years or 60,000 miles.
3. The vehicle's mileage on the date of hearing was 22,231.
4. At the time of hearing the vehicle was still under warranty.
5. A week after purchasing the vehicle Complainant noticed contaminants under the vehicle's paint on the passenger side of the vehicle.

6. Complainant took his vehicle on Respondent's authorized dealers in order to address the paint issues on the following dates:
 - a. July 31, 2013 to August 14, 2013, at 1,769 miles (Bill Fick Ford);
 - b. September 4, 2013 to September 26, 2013, at 2,985 miles (Bill Fick Ford); and
 - c. October 22, 2014 to November 29, 2014, at 21,947 miles (Gullo Ford).
7. On each of these occasions, the vehicle was partially repainted to address Complainant's concerns with the paint issues.
8. Complainant was provided with a loaner vehicle during all of the service visits.
9. The dealership (Bill Fick) provided SUV's as loaner vehicles to Complainant for the July 31, 2013 visit (fifteen days) and for the period from September 4, 2013 through September 9, 2013 (five days).
10. On all other occasions that the vehicle was out of service, Complainant was provided with a Ford F-150 pickup truck as a loaner vehicle.
11. Complainant also was concerned with a vibration issue while driving the vehicle.
12. The vibration issue was addressed by Bill Fick on August 19, 2013, when a defective tire was replaced.
13. On July 25, 2014, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
14. On October 22, 2014, after the filing of the Lemon Law complaint, Complainant's vehicle was inspected by Respondent's representative. During this inspection it was determined that there is a problem with the vehicle's paint job and it was decided to repaint the concerns which were covered by Respondent's warranty. It was also determined that there was no issue with a vibration while driving the vehicle.
15. On September 14, 2014, the Department's Office of Administrative Hearings issued a notice of hearing directed to Complainant and Respondent, giving all parties not less than 10 days' notice of hearing and their rights under the applicable rules and statutes. The notice stated the time, place and nature of the hearing; the legal authority and jurisdiction under which the hearing was to be held; particular sections of the statutes and rules involved; and the matters asserted.

16. The hearing convened on December 2, 2014, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainant appeared at the hearing and was represented telephonically by Adam Hamilton, attorney for The Lemon Law Group, at the hearing. Respondent was represented telephonically by Sonya Hall, Consumer Affairs Legal Analyst. The hearing adjourned and the record closed that same day.

IV. CONCLUSIONS OF LAW

1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-.613 (Lemon Law).
2. A hearings examiner of the Department's Office of Administrative Hearings has jurisdiction over all matters related to conducting a hearing in this proceeding, including the preparation of a decision with findings of fact and conclusions of law, and the issuance of a final order. Tex. Occ. Code § 2301.704.
3. Complainant timely filed a complaint with the Department. Tex. Occ. Code § 2301.204; 43 Tex. Admin. Code § 215.202.
4. The parties received proper notice of the hearing. Tex. Gov't Code §§ 2001.051, 2001.052; 43 Tex. Admin. Code § 215.206(2).
5. Complainant bears the burden of proof in this matter.
6. Complainant failed to prove by a preponderance of the evidence that the vehicle has a verifiable defect or condition that presents a serious safety hazard or substantially impairs the use or market value of the vehicle. Tex. Occ. Code § 2301.604.
7. Respondent remains responsible to address and repair or correct any defects that are covered by Respondent's warranties. Tex. Occ. Code § 2301.204.
8. Complainant's vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that Complainant's petition for repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 is hereby **DISMISSED**.

SIGNED January 7, 2015



**EDWARD SANDOVAL
CHIEF HEARINGS EXAMINER
OFFICE OF ADMINISTRATIVE HEARINGS
TEXAS DEPARTMENT OF MOTOR VEHICLES**