

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 15-0345 CAF**

**ROBERT BENNETT and  
MARYANNE BENNETT,  
Complainants**

v.

**FORD MOTOR COMPANY,  
Respondent**

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**BEFORE THE OFFICE  
  
OF  
  
ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Robert and Maryanne Bennett (Complainants) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in their 2013 Ford Focus. Complainants assert that the vehicle shudders, hesitates, and makes a grinding noise when being driven. Ford Motor Company (Respondent) argued that the vehicle has been repaired and that no relief is warranted. The hearings examiner concludes that the vehicle does have an existing warrantable defect, and Complainant is eligible for repurchase 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 on November 10, 2015 in Mesquite, Texas before Hearings Examiner Edward Sandoval and closed that same day. Co-Complainant, Maryanne Bennett, represented Complainants at the hearing. Robert Bennett, co-Complainant, also appeared to offer testimony. Respondent was represented telephonically by Maria Diaz, 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.<sup>1</sup> Second, the defect or condition in the vehicle creates a serious safety hazard or substantially impairs the use or market value of the vehicle.<sup>2</sup> Third, the owner must have mailed written notice of the alleged defect or nonconformity to the manufacturer.<sup>3</sup> Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.<sup>4</sup>

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<sup>1</sup> Tex. Occ. Code § 2301.604(a).

<sup>2</sup> *Id.*

<sup>3</sup> Tex. Occ. Code § 2301.606(c)(1).

<sup>4</sup> Tex. Occ. Code § 2301.606(c)(2).

In addition to these conditions, a rebuttable presumption exists that a reasonable number of attempts have been undertaken to conform a motor vehicle to an applicable express warranty 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.<sup>5</sup>

## **B. Complainant's Evidence and Arguments**

### **1. Maryanne Bennett's Testimony**

Complainants purchased a 2013 Ford Focus from AutoNation Ford Frisco (AutoNation), in Frisco, Texas on June 1, 2013.<sup>6</sup> The vehicle's mileage was 166 at the time of delivery.<sup>7</sup> On the date of hearing the vehicle's mileage was 25,326. At this time, Respondent's basic warranty coverage for the vehicle remains in effect. The basic "bumper-to-bumper" warranty provided coverage for three (3) years or 36,000 miles, whichever comes first.

Ms. Bennett testified that the vehicle shudders and hesitates when being driven. It doesn't have a smooth transition between gears. It feels like someone is driving a vehicle with a standard transmission who doesn't know how to drive a standard.

Ms. Bennett stated that the vehicle was purchased for her teenage son who is the primary driver. Ms. Bennett further stated that within the first few days after purchasing the vehicle they noticed that the vehicle seemed to be making a grinding noise and that there was a jerking motion when it was being driven. They called AutoNation to ask about the noise and spoke to a dealer representative. The representative advised them to take the car in to the dealer and speak to their salesperson. On June 4, 2013, Complainants took the vehicle to the dealer and took a test drive with their salesperson who informed them that the grinding noise was normal and would go away over time. The mileage on the vehicle during this visit was approximately 214 miles.

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<sup>5</sup> Tex. Occ. Code § 2301.605(a)(1)(A) and (B). Texas Occupations Code § 2301.605(a)(2) and (a)(3) provide alternative methods for a complainant to establish a rebuttable presumption that a reasonable number of attempts have been undertaken to conform a vehicle to an applicable express warranty. However, § 2301.605(a)(2) applies only to a nonconformity that creates a serious safety hazard, and § 2301.605(a)(3) requires that the vehicle be out of service for repair for a total of 30 or more days in the 24 months or 24,000 miles, whichever occurs first, following the date of original delivery to the owner.

<sup>6</sup> Complainant Ex. 1, Retail Purchase Agreement dated June 1, 2013.

<sup>7</sup> Complainant Ex. 2, Odometer Disclosure Statement dated June 1, 2013.

Ms. Bennett testified that they waited for the grinding noise to go away, but it continued to occur. So, about a month after purchasing the vehicle, she again called the dealer and spoke to a manager about the vehicle. The manager indicated that the noise was normal and provided them with a free oil change for the vehicle to placate them.

In January of 2014, the vehicle made a “horrible” grinding noise and the transmission would not shift to reverse. After letting the vehicle sit for several minutes, Mr. Bennett was able to get the transmission to shift to reverse. Mr. Bennett took the vehicle to AutoNation for repair for this problem on January 7, 2014. The vehicle’s mileage when it was taken to the dealership on this occasion was 3,892.<sup>8</sup> During this repair, the dealer’s service technician determined that the vehicle’s transmission control module (TCM) was internally shorted.<sup>9</sup> As a result, the TCM was replaced.<sup>10</sup> The vehicle was in the dealer’s possession for two days. Complainants were not provided with a rental or loaner vehicle while their vehicle was being repaired.

Ms. Bennett testified that the vehicle has never driven like a brand new car. It’s always had a “jerky” feel to it and it has always idled high. However, it’s an intermittent issue with the vehicle. The vehicle does not exhibit any problems when it’s being driven on the highway. However, in stop and go traffic, the vehicle is jerky and sluggish. The problems have never gone away.

The vehicle continued to exhibit problems with acceleration during the summer of 2014 and the grinding noise worsened. Ms. Bennett stated that when the vehicle was at a stop it felt that it was going to stall. Ms. Bennett testified that they decided to take the vehicle back to AutoNation to see if the problems could be resolved. Mr. Bennett took the vehicle to the dealer on September 23, 2014, and informed the dealer’s service advisor that the vehicle was shuddering during acceleration.<sup>11</sup> The dealer’s service technician determined that the vehicle had an oil leak near the bell housing and that the clutch was contaminated with engine oil.<sup>12</sup> As a result, the technician replaced the vehicle’s clutch and the seals on both input shafts.<sup>13</sup> The vehicle’s mileage on this occasion was 9,621.<sup>14</sup> The vehicle was in the dealer’s possession for three days. Complainants were provided with a rental vehicle while their vehicle was being repaired.

Ms. Bennett testified that even after the clutch was replaced, the vehicle still did not drive well. The vehicle was still making a grinding noise and continued to hesitate and idle high. So,

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<sup>8</sup> Complainant Ex. 3, Repair Order dated January 7, 2014.

<sup>9</sup> *Id.*

<sup>10</sup> *Id.*

<sup>11</sup> Complainant Ex. 4, Repair Order dated September 23, 2014.

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

Complainants took the vehicle back to AutoNation for further repair on April 27, 2015. They informed the dealer's service advisor that the vehicle was jerking and making a grinding noise during acceleration.<sup>15</sup> The service technician determined that oil was leaking behind the vehicle's flywheel.<sup>16</sup> The technician cleaned the vehicle's clutch and reinstalled it into the vehicle.<sup>17</sup> The vehicle's mileage on this occasion was 16,366.<sup>18</sup> The vehicle was in the dealer's possession for a few days. Complainants were provided with a rental vehicle while their vehicle was being repaired.

Complainants continued to experience the same problems with the vehicle after the April 27, 2015 repair. On July 22, 2015, Complainants wrote a letter to Respondent advising them of the problems with the vehicle. In addition, Complainants indicated in the letter that Respondent should contact them to arrange a date and time for inspection of the vehicle and a final repair.<sup>19</sup> Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (TxDMV) on July 27, 2015.<sup>20</sup>

Ms. Bennett testified that after sending the notice letter to Respondent, she was contacted by Maria Diaz, Respondent's legal analyst. Ms. Diaz and Complainants agreed to a final repair attempt to be performed on August 19, 2015, at AutoNation. Respondent's field service engineer inspected the vehicle on the date in question. He determined that the vehicle was not driving properly. To alleviate the problem he replaced the vehicle's clutch assembly.<sup>21</sup> The mileage on the vehicle on this occasion was 20,617.<sup>22</sup>

Ms. Bennett testified that the vehicle still idles high, jerks, hesitates, and has poor acceleration. It drives like a standard. The grinding noise occurs intermittently. The vehicle often feels like it's going to stall when it's driven in lower gears, although this has never occurred.

During cross examination, Ms. Bennett testified that she drives the vehicle sometimes, but the principal driver is her son. She does ride in the vehicle with him on occasion and has observed the issues with the vehicle. She feels that the problem is not the way her son drives and that he is a good driver.

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<sup>15</sup> Complainant Ex. 5, Repair Order dated April 27, 2015.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

<sup>19</sup> Complainant Ex. 7, Letter to Ford Motor Company dated July 22, 2015.

<sup>20</sup> Complainant Ex. 6, Lemon Law complaint dated July 27, 2015. Although the form is dated July 22, 2015, the effective date of the complaint is the day it was received by TxDMV which is July 27, 2015.

<sup>21</sup> Complainant Ex. 8, Repair Order dated August 19, 2015.

<sup>22</sup> *Id.*

## 2. Robert Bennett's Testimony

Mr. Bennett testified that he personally test drove the vehicle prior to purchasing it. He stated that the vehicle drove fine during the test drive. Mr. Bennett drives the vehicle about once a week and has driven it out of town. Mr. Bennett is the person primarily responsible for taking the vehicle to the dealer for repair.

Soon after purchasing the vehicle, Mr. Bennett's son (the primary driver of the vehicle) indicated that he was having an issue with the vehicle. So, three days after purchasing the vehicle, Mr. Bennett took the vehicle to the dealership due to the concerns raised by his son. While at the dealership, Mr. Bennett test drove the vehicle with the salesperson who sold the vehicle to him. During the test drive, they noticed that the vehicle made a grinding noise and would hesitate and shudder. The salesperson informed Mr. Bennett that the grinding noise, the hesitation, and the shudder were normal and would go away over time.

Mr. Bennett also stated that he called the dealer about the same issues a few months later. He took the vehicle in to the dealer and was told that oil was leaking into the transmission and that this was a known problem for 2013 Focuses. Mr. Bennett was told that there are so many problems with the clutch, that the dealer doesn't always have the parts available to repair the vehicle. Even when the clutch assembly was replaced, the problems did not go away. The dealer's service technician always replaced the seals during any repair. The seals are bad and are a known issue.

Mr. Bennett informed AutoNation's service advisor on every occasion that the vehicle's idle seemed like it was choking and that the vehicle struggles during acceleration. The grinding noise is more prevalent when going up a hill.

Mr. Bennett testified that he drives the vehicle on occasion. He has seen and experienced the issues with it first-hand. The vehicle has never stalled when he's been driving it. He feels that there is a genuine concern with the vehicle's transmission and leaky seals.

During cross examination, Mr. Bennett testified that he is not a certified mechanic.

## C. Respondent's Evidence and Arguments

Maria Diaz, Legal Analyst, testified for Respondent. Ms. Diaz first became involved in the attempt to resolve Complainants' complaint after Respondent received Complainants' letter dated July 22, 2015. Ms. Diaz contacted Ms. Bennett on August 5, 2015, in order to schedule an

inspection and a final repair attempt for the vehicle. Ms. Diaz scheduled an appointment with Complainants for August 19, 2015, in order to have the vehicle inspected.

The final repair attempt was performed by David Green, Respondent's Field Service Engineer, on August 19, 2015, at AutoNation Ford in Frisco, Texas. Mr. Green inspected and test drove the vehicle. He determined that the vehicle was shuddering beyond allowable specifications.<sup>23</sup> As a result, Respondent approved replacement of the vehicle's clutch assembly.<sup>24</sup>

Ms. Diaz testified that Respondent has provided a three (3) year or 36,000 mile bumper-to-bumper warranty for the vehicle. In addition, Respondent has provided a five (5) year or 60,000 mile powertrain warranty for the vehicle.

Ms. Diaz testified that there was a Technical Service Bulletin (TSB) issued for the transmission in the 2013 Ford Focus. The TSB is a document issued by Respondent to help dealer technicians resolve issues that have been identified by Respondent as a concern. The TSB will give instructions on how to repair the vehicle in question.

#### **D. Analysis**

Under the 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.

Complainants purchased the vehicle on June 1, 2013 and presented the vehicle to AutoNation Ford in Frisco, Texas, an authorized dealer of Respondent, due to their concerns with the vehicle's transmission on the following dates: June 4, 2013; January 7, 2014; September 23, 2014; and April 27, 2015. Occupations Code § 2301.604(a) requires a showing that Respondent was unable to conform the vehicle to an applicable express warranty "after a reasonable number of attempts." Section 2301.605(a) specifies that a rebuttable presumption that a reasonable number of attempts to repair have been made if "two or more repair attempts were made in the 12 months or 12,000 miles, whichever occurs first, following the date of original delivery to the owner, and two other repair attempts were made in the 12 months or 12,000 miles, whichever

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<sup>23</sup> Respondent Ex. 1, Vehicle Inspection Report dated August 20, 2015.

<sup>24</sup> *Id.*

occurs first, immediately following the date of the second repair attempt.” The evidence presented at the hearing establishes that Complainants have met the requirements of this test. Complainants’ credible and uncontroverted testimony established that when they took the vehicle to AutoNation on June 4, 2015, due to their concerns regarding how the vehicle was performing, the dealer’s representatives merely told Complainants that the vehicle’s behavior was normal and did not attempt a repair on the vehicle. Since the decision not to investigate Complainants’ concern was due to the dealer’s representatives’ decisions, this visit must be considered as a valid repair attempt that was not addressed by Respondent’s authorized representatives. As such, the fault in not repairing the vehicle on this occasion lies with the dealership. In addition, Complainants testified that on an unknown date sometime between June 4, 2013 and January 7, 2014, they complained to the dealer about the way the vehicle was driving and again were told that it was driving normally and were provided with a free oil change to placate them.

Although the evidence indicates that the fourth verified repair attempt occurred more than twelve (12) months (April 27, 2015) from the second verified repair attempt (January 7, 2014), this cannot be considered to be fatal to Complainants’ claim. The evidence indicates that Complainants actually made at least four complaints about the vehicle within a year and a half (from June 3, 2013 through September 23, 2014) and that two of the complaints were dismissed by AutoNation’s representatives without any attempt at repair. As such, the hearings examiner holds that Complainants have established that a reasonable number of attempts to repair the vehicle were made by Respondent.

In addition, the evidence presented at the hearing indicates that Complainants also provided Respondent with a final opportunity to cure the defect. Complainants informed Respondent via letter dated July 22, 2015, of the issues with the vehicle and providing them with an opportunity to cure of which Respondent availed themselves. The vehicle was inspected and a final repair attempt performed on August 19, 2015, by Respondent’s field service engineer who determined that the vehicle’s clutch assembly needed replacement. Despite this repair, the vehicle still exhibited the same problems complained of by Complainants.

The evidence indicates that the defect in Complainants’ vehicle substantially impairs its use and market value. The vehicle’s shudder and hesitation, as well as the intermittent grinding noise that it makes, makes it less desirable to drive than comparable vehicles. In addition, it can cause the driver to decide that the vehicle is not roadworthy for extended trips which can affect its marketability due to the reduced capacity for use.

The evidence further demonstrates that the defect in Complainants’ vehicle creates a serious safety hazard. The intermittent nature of the condition increases the safety risk and substantially

impedes Complainants' ability to control or operate the vehicle for ordinary use or intended purposes.

Although Respondent has been provided several opportunities to repair the vehicle and to ensure that it operates properly, they have not been able to do so. As such, Complainants have met their burden of proof to establish a warrantable and existing defect or condition that substantially impairs the vehicle's use and market value and creates a serious safety hazard.

Based on the evidence and the arguments presented, the hearings examiner finds that repurchase of the vehicle is the appropriate remedy in this case. Complainant's request for repurchase relief is hereby granted.

### III. FINDINGS OF FACT

1. Robert and Maryanne Bennett (Complainants) purchased a new 2013 Ford Focus on June 1, 2013 from AutoNation Ford Frisco, in Frisco, Texas, with mileage of 166 at the time of delivery.
2. The manufacturer of the vehicle, Ford Motor Company (Respondent) issued a bumper-to-bumper warranty for three (3) years or 36,000 miles, whichever occurs first and a separate powertrain warranty for five (5) years or 60,000 miles.
3. The vehicle's mileage on the date of hearing was 25,326.
4. At the time of hearing the vehicle's basic warranty was still in effect.
5. After purchasing the vehicle, Complainants noticed that the vehicle would shudder, hesitate, and make grinding noises when they or their son drove it.
6. Complainants took the vehicle to Respondent's authorized dealers in order to address their concerns with the vehicle shuddering, hesitating, and making a grinding noise, on the following dates:
  - a. June 4, 2013, at approximately 214 miles;
  - b. January 7, 2014, at 3,892 miles;
  - c. September 23, 2014, at 9,621 miles; and
  - d. April 27, 2015, at 16,366 miles.
7. Respondent, through its authorized dealers, undertook a reasonable number of attempts to

conform Complainants' vehicle to an applicable express warranty, but the nonconformity in the vehicle continues to exist.

8. The defective condition of Complainants' vehicle substantially impairs its use and market value. The vehicle's shuddering, hesitation, and grinding noise makes it less desirable to drive than comparable vehicles. In addition, it can cause the driver to decide that the vehicle is not roadworthy for extended trips which can affect its marketability due to the reduced capacity for use.
9. The defective condition of Complainants' vehicle creates a serious safety hazard. A vehicle that hesitates upon acceleration creates safety issues when the driver is trying to correctly time acceleration to make turns or entering busy or high speed traffic.
10. Complainants provided written notice of the defect to Respondent on July 22, 2015, and Respondent was given the opportunity to inspect and repair the vehicle on August 19, 2015.
11. On July 27, 2015, Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
12. On September 1, 2015, the Department's Office of Administrative Hearings issued a notice of hearing directed to Complainants 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.
13. The hearing in this case convened on November 10, 2015 in Mesquite, Texas before Hearings Examiner Edward Sandoval and closed that same day. Co-Complainant, Maryanne Bennett, represented Complainants at the hearing. Robert Bennett, co-Complainant, also appeared to offer testimony. Respondent was represented telephonically by Maria Diaz, Legal Analyst.

#### 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. Complainants 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. Complainants bear the burden of proof in this matter.
6. Complainants' vehicle has an existing nonconformity that substantially impairs the use and market value of the vehicle. Tex. Occ. Code § 2301.604(a).
7. Complainants' vehicle has an existing defect or condition that creates a serious safety hazard. Tex. Occ. Code § 2301.604(a).
8. After a reasonable number of attempts, Respondent has been unable to repair the nonconformity in Complainants' vehicle so that it conforms to the applicable express warranty. Tex. Occ. Code §§ 2301.604(a) and 2301.605.
9. Based on the above Findings of Fact and Conclusions of Law, Complainants are entitled to relief under Texas Occupations Code § 2301.604(a).
10. Based on the above Findings of Fact and Conclusions of Law, Respondent is required to repurchase Complainants' 2013 Ford Focus. Tex. Occ. Code § 2301.604(a)(1).

**IT IS THEREFORE ORDERED** that:

1. Respondent shall accept the return of the vehicle from Complainants. Respondent shall have the right to have its representatives inspect the vehicle upon the return by Complainants. If from the date of the hearing to the date of repurchase the vehicle is substantially damaged or there is an adverse change in its condition beyond ordinary wear and tear, and the parties are unable to agree on an amount of an allowance for such damage or condition, either party may request reconsideration by the Office of Administrative Hearings of the repurchase price contained in this final order;
2. Respondent shall repurchase the subject vehicle in the amount of **\$17,563.66**. In addition, Complainants are entitled to reimbursement of the Lemon Law filing fee in the amount of

**\$35.00.** The total refund of **\$17,598.66** shall be paid to Complainants and the vehicle lien holder as their interests require. If clear title to the vehicle is delivered to Respondent, then the full refund shall be paid to Complainants. At the time of return, Respondent or its agent is entitled to receive clear title to the vehicle. If the above noted repurchase amount does not pay all liens in full, Complainants are responsible for providing Respondent with clear title to the vehicle;

Purchase price, including tax, title, license and registration	\$19,624.93
Delivery mileage	166
Mileage at first report of defective condition	214
Mileage on hearing date	25,326
Useful life determination	120,000

Purchase price, including tax, title, license and registration	\$19,624.93			
Mileage at first report of defective condition	214			
Less mileage at delivery	<u>-166</u>			
Unimpaired miles	48			
Mileage on hearing date	25,326			
Less mileage at first report of defective condition	<u>-214</u>			
Impaired miles	25,112			
Reasonable Allowance for Use Calculations:				
Unimpaired miles				
	48			
	120,000	X	\$19,624.93	= \$7.85
Impaired miles				
	<u>25,112</u>			
	120,000	X	\$19,624.93	X .5 = <u>\$2,053.42</u>
Total reasonable allowance for use deduction:				\$2,061.27
Purchase price, including tax, title, license and registration	\$19,624.93			
Less reasonable allowance for use deduction	-\$2,061.27			
Plus filing fee refund	<u>\$35.00</u>			
<b>TOTAL REPURCHASE AMOUNT</b>	<b>\$17,598.66</b>			

3. Within twenty (20) calendar days from the receipt of this order, the parties shall complete the return and repurchase of the subject vehicle. If the repurchase of the subject vehicle is not accomplished as stated above, barring a delay based on a party's exercise of rights in accordance with Texas Government Code § 2001.144, starting on the 31<sup>st</sup> calendar day

from receipt of this order, Respondent is subject to a contempt charge and the assessment of civil penalties. However, if the Office of Administrative Hearings determines the failure to complete the repurchase as prescribed is due to Complainants' refusal or inability to deliver the vehicle with clear title, the Office of Administrative Hearings may deem the granted relief rejected by Complainants and the complaint closed pursuant to 43 Texas Administrative Code § 215.210(2);

4. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall obtain a Texas title for the reacquired vehicle prior to resale and issue a disclosure statement on a form provided or approved by the Department;<sup>25</sup>
5. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall affix the disclosure label to the reacquired vehicle in a conspicuous. Upon Respondent's first retail sale of the reacquired vehicle, the disclosure statement shall be completed and returned to the Department.
6. Within sixty (60) days of transfer of the reacquired vehicle, Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall provide to the Department written notice of the name, address and telephone number of any transferee (wholesaler or equivalent), regardless of residence.

### ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that Complainants' petition for repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 is hereby **GRANTED**. It is further **ORDERED** that Respondent shall repair the warrantable defect in the reacquired vehicle identified in this Decision.

**SIGNED December 4, 2015**



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

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<sup>25</sup> Correspondence and telephone inquiries regarding disclosure labels should be addressed to: Texas Department of Motor Vehicles, Enforcement Division-Lemon Law Section, 4000 Jackson Avenue Building 1, Austin, Texas 78731, Phone (512) 465-4076.