

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 16-0230 CAF**

MAR CON SERVICES LLC, Complainant	§	BEFORE THE OFFICE
v.	§	OF
FORD MOTOR COMPANY, Respondent	§	ADMINISTRATIVE HEARINGS

AMENDED DECISION AND ORDER

Mar Con Services LLC (Complainant) filed a petition seeking relief pursuant to Texas Occupations Code §§ 2301.601-.613 (Lemon Law) for alleged warrantable defects in a 2015 Ford F-250 Super Duty Truck purchased by Complainant’s owner Mario Ramos. Mr. Ramos asserts that when he is driving the vehicle it loses power, clatters, and shakes. Ford Motor Company (Respondent) argued that the vehicle is operating as designed and that no relief is warranted. The hearings examiner concludes that the vehicle does have an existing warrantable defect, and Complainant is eligible for replacement 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 July 15, 2016, in Houston, Texas before Hearings Examiner Edward Sandoval and closed that same day. Mr. Ramos represented Complainant at the hearing. Also testifying for Complainant were Kerri Ramos, Mr. Ramos’ wife, and Roberto Ramos, Construction Manager. Respondent was represented via telephone by Maria Diaz, Legal Analyst for Consumer Affairs.

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

¹ Tex. Occ. Code § 2301.604(a).

² *Id.*

³ Tex. Occ. Code § 2301.606(c)(1).

⁴ 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.⁵

If a vehicle is found to have a nonconformity that creates a serious safety hazard which continues to exist, the rebuttable presumption that a reasonable number of repair attempts have been performed can be established if the vehicle has been subject to repair two or more times and: (1) at least one repair attempt was made during the 12 months or 12,000 miles, whichever comes first, following the date of original delivery to the owner; and (2) at least one other attempt was made in the 12 months or 12,000 miles, whichever comes first, immediately following the date of the first repair attempt.⁶

“Serious safety hazard” means a life-threatening malfunction or nonconformity that substantially impedes a person’s ability to control or operate a vehicle for ordinary use or intended purposes, or creates a substantial risk of fire or explosion.⁷

B. Complainant’s Evidence and Arguments

1. Mario Ramos’ Testimony

Complainant purchased a 2015 Ford F-250 Super Duty Truck from Lone Star Ford (Lone Star), in Houston, Texas on March 26, 2015.⁸ The vehicle’s mileage was 13 at the time of delivery.⁹ Respondent provided a bumper-to-bumper warranty for the vehicle, which provides coverage for three (3) years or 36,000 miles from the date of delivery, whichever comes first.¹⁰ In addition, Respondent provided a five (5) year or 60,000 mile powertrain warranty for the vehicle.¹¹ On the date of hearing the vehicle’s mileage was 13,788. The vehicle’s warranties were still in effect at the time of hearing.

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

⁶ Tex. Occ. Code § 2301.605(a)(2)(A) and (B).

⁷ Tex. Occ. Code § 2301.601(4).

⁸ Complainant Ex. 1, Texas Motor Vehicle Retail Installment Sales Contract dated March 26, 2015.

⁹ *Id.*

¹⁰ Respondent Ex. 6, Quick Reference Warranty Coverage.

¹¹ *Id.*

Mr. Ramos testified that the vehicle intermittently loses power, clatters, and shakes. The clatter gets worse the faster he drives the vehicle. In addition, the vehicle's check engine light (CEL) illuminates periodically with the last occasion being approximately a month before the hearing date. Mr. Ramos feels that the vehicle's issues are unsafe for him and his family. He doesn't feel safe driving the vehicle and his wife refuses to drive it at all. Mr. Ramos said that he feels that he can't use the vehicle to tow trailers which was the purpose of buying it.

Mr. Ramos is the primary driver of the vehicle. He testified that when driving at about 30 to 40 mph he feels the power in the engine weakening as the transmission shifts. He tries to give the vehicle more gas, but the vehicle will then start to shake and clatter. Mr. Ramos said it sounds as if one of the engine's valves is going through the engine block. It gets worse, the faster he drives.

Mr. Ramos testified that he took the vehicle to Lone Star for repair for the issues on October 12, 2015. Mr. Ramos raised four issues with the vehicle during this repair visit: the loss of acceleration and shaking, the air conditioner not cooling off fast enough, the driver's seat wouldn't keep its memory adjustment, and the doors wouldn't lock automatically as designed.¹² The dealer's service technician was unable to duplicate any of the concerns at the time of the repair visit.¹³ No repairs were performed.¹⁴ The vehicle's mileage on this occasion was 6,390.¹⁵ The vehicle was in the dealer's possession for over three weeks during this repair visit.¹⁶ Mr. Ramos was provided with a rental vehicle while his vehicle was being repaired.

Complainant picked up the vehicle from the dealer on November 5, 2015. The problems recurred while Mr. Ramos was driving the vehicle. So, he took the vehicle to Lone Star for further repair on December 1, 2015. The dealer's service technician could not duplicate the concern.¹⁷ However, the technician did get a special service message (SSM) that the engine was running rough during regeneration.¹⁸ As a result, the technician recalibrated the vehicle's power control module (PCM).¹⁹ The vehicle's mileage when it was taken to the dealership on this occasion was 7,700.²⁰ The vehicle was in the dealer's possession for approximately two (2) months. Mr. Ramos was provided with a rental vehicle while the vehicle was being repaired.

¹² Complainant Ex. 2, Repair Order dated October 12, 2015.

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ Complainant Ex. 3, Repair Order dated December 1, 2015.

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

Mr. Ramos testified that after picking up the vehicle, the problems recurred within a few weeks. Mr. Ramos took the vehicle to Lone Star for repair on February 16, 2016. The dealer's service technician verified an engine misfire during regeneration.²¹ The technician recalibrated the PCM in order to address the issue.²² The mileage on the vehicle on this occasion was 8,332.²³ The vehicle was in the dealer's possession for approximately three (3) weeks.²⁴ Complainant was provided with a rental vehicle while his vehicle was being repaired.

The vehicle continued to lose power, clatter and shake. So on March 31, 2016, Mr. Ramos wrote a letter to Respondent advising them of the problems with the vehicle. Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on April 7, 2016.²⁵

Mr. Ramos testified that Respondent performed a final repair attempt on Complainant's vehicle on May 6, 2016. This was arranged after Mr. Ramos had spoken to Sonya Hall, Respondent's representative. The repair attempt was performed at Lone Star. Respondent's technician was not able to duplicate the issues raised by Complainant. The vehicle's mileage at the time of the final repair was 11,471.²⁶ The vehicle was in the dealer's possession for seven (7) days during the final repair attempt. Mr. Ramos was provided with a rental vehicle while the final inspection attempt was performed.

Mr. Ramos testified that the vehicle continues to lose acceleration, shake, and clatter. In addition, the vehicle's CEL will occasionally illuminate and stay on. On one occasion, Mr. Ramos was driving with one of his children in the vehicle when the vehicle started shaking and clattering. The child had headphones on and took them off because he could feel that the vehicle was not acting correctly and commented on the situation to Mr. Ramos.

2. Roberto Ramos' Testimony

Roberto Ramos, Construction Manager, testified that he has driven the vehicle occasionally. On one occasion he was driving the vehicle to a dealer to get it serviced. He was driving at approximately 65 mph when the vehicle started to shake and a loud noise began emanating from the engine. In addition, the vehicle lost acceleration. Mr. Ramos testified that when he let up on

²¹ Complainant Ex. 4, Repair Order dated February 16, 2016.

²² *Id.*

²³ *Id.*

²⁴ *Id.*

²⁵ Complainant Ex. 5, Lemon Law complaint dated April 7, 2016. Although the complaint was signed by Complainant on April 4, 2016, the complaint was actually received by the Texas Department of Motor Vehicles on April 7, 2016, which is the effective date of the complaint.

²⁶ Complainant Ex. 8, Repair Order dated May 6, 2016.

the accelerator the noise and shaking lessened. Mr. Ramos informed the dealer's service advisor of the issue when he arrived at the dealership.

Mr. Ramos also testified that approximately two (2) to three (3) weeks prior to the hearing date, he was driving the vehicle when the CEL illuminated.

3. Kerri Ramos' Testimony

Kerri Ramos, Mario Ramos' wife, testified that she would occasionally drive the vehicle. The last time she drove the vehicle was sometime in June of 2016. Ms. Ramos stated that she was driving the vehicle with her children as passengers. She was driving on a bridge when the vehicle began to shake badly enough that it scared the children. Ms. Ramos stated that she had to keep both hands on the steering wheel as she felt that she might lose control of the vehicle. The vehicle also began making a loud noise. Ms. Ramos stated that the shaking seemed to ease up when she let up on the accelerator.

Ms. Ramos also stated that she has had a similar experience as a passenger in the vehicle. The vehicle shook hard enough that she could feel it in the passenger seat and it made a loud noise.

C. Respondent's Evidence and Arguments

Maria Diaz, Legal Analyst for Consumer Affairs, testified that she first became involved with Complainant's complaint when Respondent received the Lemon Law complaint from the Department. In the meantime, Sonya Hall, another legal analyst for Respondent, had received Mr. Ramos' letter dated March 31, 2016, indicating his dissatisfaction with the vehicle. Ms. Hall contacted Mr. Ramos and made arrangements for Respondent's field service engineer to perform a final repair attempt on the vehicle.

The final repair attempt was performed on May 6, 2016, at Lone Star. Steve Kyle, Field Service Engineer, performed the final repair attempt. Mr. Kyle addressed the concerns that the vehicle shakes uncontrollably and loses power when being driven.²⁷ Mr. Kyle test drove the vehicle on highways and side roads in an effort to replicate the problem.²⁸ He determined that no repairs were needed and the vehicle was performing as designed.²⁹

Ms. Diaz also testified that the vehicle is designed to carry high payloads and that it can vibrate if it's not carrying such a payload. In addition, she indicated that the vehicle has a diesel engine

²⁷ Respondent Ex. 1, FSE Vehicle Inspection Report dated May 6, 2016.

²⁸ *Id.*

²⁹ *Id.*

which requires that soot in the system be cleaned periodically.³⁰ This is done by either passive or active regeneration.³¹ Ms. Diaz testified that the issues with the vehicle could be a result of the regeneration process.

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.

Complainant purchased the vehicle on March 26, 2015, and presented the vehicle to Lone Star Ford, an authorized dealer of Respondent, due to the concerns with the vehicle clattering, shaking and losing power, on the following dates: October 12, 2015; December 1, 2015; and February 16, 2016. 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)(2) specifies that a rebuttable presumption that a reasonable number of attempts to repair a vehicle that has a nonconformity that creates a serious safety hazard have been made if “at least one attempt to repair the nonconformity was made in the 12 months or 12,000 miles, whichever occurs first, following the date of original delivery to the owner, and at least one other attempt to repair the nonconformity was made in the 12 months or 12,000 miles, whichever occurs first, immediately following the date of the first repair attempt.” The evidence presented at the hearing establishes that Complainant has met the requirements of this test. As such, Complainant has 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 Complainant also provided Respondent with a final opportunity to cure the defect. Complainant informed Respondent via letter dated March 31, 2016, 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 May 6, 2016, by Respondent’s representative who determined that no repairs were necessary at that time.

³⁰ Respondent Ex. 2, Manufacturer Response Form.

³¹ *Id.*

Finally, the evidence indicates that Complainant's vehicle has a defect or nonconformity which creates a serious safety hazard. Although Respondent has indicated that the vehicle was operating as designed, Ms. Ramos testified that in June of 2016, she was involved in an incident where the vehicle began to shake so badly when she was driving it that it scared her and her children and put them in fear of their safety. During this incident, Ms. Ramos felt that she might lose control of the vehicle. She refuses to drive the vehicle any longer. This occurred after Respondent's final repair attempt and approximately one (1) months prior to the hearing date. In addition, Mr. Ramos does not feel safe driving the vehicle over bridges or through tunnels due to the fact that he could lose control of it. The intermittent nature of the condition increases the safety risk and substantially impedes Complainant's ability to control or operate the vehicle for ordinary use or intended purposes. As such, Complainant has met their burden of proof to establish a warrantable and existing defect or condition that creates a serious safety hazard.

The vehicle's intermittent shaking and clattering issues also make it less desirable to drive than comparable vehicles. In addition, it has caused Mr. Ramos to feel that he cannot use the vehicle to pull trailers which can affect its marketability due to the reduced capacity for use.

When a complainant establishes that relief under the Lemon Law is appropriate, the manufacturer may be required to repurchase the motor vehicle, or replace the motor vehicle with a comparable motor vehicle. Based on the evidence and the arguments presented, the hearings examiner finds that replacement of the vehicle is the appropriate remedy in this case.

Complainant's request for replacement relief is hereby granted.

III. FINDINGS OF FACT

1. Mar Con Services LLC (Complainant) purchased a new 2015 Ford F-250 Super Duty Truck on March 26, 2015, from Lone Star Ford, in Houston, Texas, with mileage of 13 at the time of delivery.
2. The manufacturer of the vehicle, Ford Motor Company (Respondent), issued a new vehicle bumper-to-bumper warranty for three (3) years or 36,000 miles from the date of delivery to the owner, 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 13,788.

4. At the time of hearing the vehicle's warranties were still in effect.
5. Approximately two months after purchasing the vehicle, Complainant began experiencing a problem where the vehicle would lose power and start to clatter and shake.
6. Complainant took the vehicle to Respondent's authorized dealers in order to address the concerns with the vehicle losing power, clattering and shaking, on the following dates:
 - a. October 12, 2015, at 6,390 miles;
 - b. December 1, 2015, at 7,700 miles; and
 - c. February 16, 2016, at 8,332 miles.
7. Respondent, through its authorized dealers, undertook a reasonable number of attempts to conform Complainant's vehicle to an applicable express warranty, but the nonconformity in the vehicle continues to exist.
8. The defective condition of Complainant's vehicle substantially impairs its use and market value. The vehicle's intermittent loss of power, clattering, and shaking makes it less desirable to drive than comparable vehicles. In addition, it has caused Complainant 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 the vehicle also creates a serious safety hazard in that the loss of power, clattering, and shaking substantially impedes Complainant's ability to control or operate the vehicle for its ordinary use or intended purposes.
10. Complainant provided written notice of the defect to Respondent on March 31, 2016, and Respondent was given the opportunity to perform a final repair attempt on the vehicle on May 6, 2016.
11. On April 7, 2016, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
12. On May 27, 2016, 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.

13. The hearing in this case convened on July 15, 2016, in Houston, Texas before Hearings Examiner Edward Sandoval and closed that same day. Mr. Ramos represented Complainant at the hearing. Also testifying for Complainant were Kerri Ramos, Mr. Ramos' wife, and Roberto Ramos, Construction Manager. Respondent was represented via telephone by Maria Diaz, Legal Analyst for Consumer Affairs.

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's vehicle has an existing nonconformity that substantially impairs the use and market value of the vehicle. Tex. Occ. Code § 2301.604(a).
7. Complainant's 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 Complainant's 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, Complainant is 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 replace Complainant's 2015 Ford F-250 Super Duty Truck. Tex. Occ. Code § 2301.604(a)(1).

IT IS THEREFORE ORDERED that:

1. Respondent shall, in accordance with Texas Administrative Code § 215.208(d)(1)(A), promptly authorize the exchange of Complainant's 2015 Ford F-250 Super Duty Truck (the reacquired vehicle) with Complainant's choice of any comparable motor vehicle.
2. Respondent shall instruct the dealer to contract the sale of the selected comparable vehicle with Complainant under the following terms:
 - (a) The sales price of the comparable vehicle shall be the vehicle's Manufacturer's Suggested Retail Price (MSRP);
 - (b) The trade-in value of Complainant's 2015 Ford F-250 Super Duty Truck shall be the MSRP at the time of the original transaction, less a reasonable allowance for Complainant's use of the vehicle;
 - (c) The use allowance for replacement relief shall be calculated in accordance with the formula outlined in Texas Administrative Code § 215.208(b)(2) (the use allowance is **\$4,538.06**);
 - (d) The use allowance paid by Complainant to Respondent shall be reduced by \$35.00 (the refund for the filing fee) (after deducting the filing fee, the use allowance is reduced to **\$4,503.06**, which is the amount that Complainant must be responsible for at the time of the vehicle exchange).
3. Respondent's communications with Complainant finalizing replacement of the reacquired vehicle shall be reduced to writing, and a copy thereof shall be provided to the Department within twenty (20) days of completion of the replacement.

4. Respondent 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.³²
5. Respondent shall affix the disclosure label to the reacquired vehicle in a conspicuous location (*e.g.*, hanging from the rear view mirror). 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 shall provide to the Department written notice of the name, address and telephone number of any transferee (wholesaler or equivalent), regardless of residence.
7. Respondent shall repair the defect or condition that was the basis of the 2015 Ford F-250 Super Duty Truck's reacquisition and issue a new 12-month/12,000-mile warranty on the reacquired vehicle.
8. Upon replacement of Complainant's 2015 Ford F-250 Super Duty Truck, Complainant shall be responsible for payment or financing of the usage allowance of the reacquired vehicle, any outstanding liens on the reacquired vehicle, and applicable taxes and fees associated with the new sale, excluding documentary fees. Further, in accordance with 43 Tex. Administrative Code § 215.208(d)(2):
 - (a) If the comparable vehicle has a higher MSRP than the reacquired vehicle, Complainant shall be responsible at the time of sale to pay or finance the difference in the two vehicles' MSRPs to the manufacturer, converter or distributor; and
 - (b) If the comparable vehicle has a lower MSRP than the reacquired vehicle, Complainant will be credited the difference in the MSRP between the two vehicles. The difference credited shall not exceed the amount of the calculated usage allowance for the reacquired vehicle.
9. Complainant shall be responsible for obtaining financing, if necessary, to complete the transaction.

³² 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, ph. (512) 465-4076.

10. The replacement transaction described in this Order shall be completed within 20 calendar days from the receipt of this Order. If the transaction cannot be accomplished within the ordered time period, Respondent shall repurchase Complainant's 2015 Ford F-250 Super Duty Truck pursuant to the repurchase provisions set forth in 43 Tex. Administrative Code § 215.208(b)(1) and (2). The repurchase price shall be **\$49,542.86**. The refund shall be paid to Complainant and the lien holder, if any, as their interests appear. If clear title is delivered, the full refund shall be paid to Complainant.

Purchase price, including tax, title, license and registration	\$54,045.92
Delivery mileage	13
Mileage at first report of defective condition	6,390
Mileage on hearing date	13,788
Useful life determination	120,000

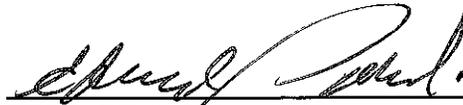
Purchase price, including tax, title, license and registration					\$54,045.92
Mileage at first report of defective condition			6,390		
Less mileage at delivery			<u>-13</u>		
Unimpaired miles			6,377		
Mileage on hearing date			13,788		
Less mileage at first report of defective condition			<u>-6,390</u>		
Impaired miles			7,398		
Reasonable Allowance for Use Calculations:					
Unimpaired miles			<u>6,377</u>		
	120,000	X		\$54,045.92	= \$2,872.09
Impaired miles			<u>7,398</u>		
	120,000	X		\$54,045.92 X .5	= <u>\$1,665.97</u>
Total reasonable allowance for use deduction:					\$4,538.06
Purchase price, including tax, title, license and registration					\$54,045.92
Less reasonable allowance for use deduction					-\$4,538.06
Plus filing fee refund					<u>\$35.00</u>
TOTAL REPURCHASE AMOUNT					\$49,542.86

11. If Complainant's 2015 Ford F-250 Super Duty Truck is substantially damaged or there is an adverse change in its condition, beyond ordinary wear and tear, from the date of the hearing to the date of Respondent's reacquisition of the vehicle, and the parties are unable to agree on an amount allowed for such damage or condition, either party may request reconsideration by the final order authority of the trade-in value of Complainant's vehicle.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that Complainant's petition for replacement 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 August 29, 2016



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