

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 17-0149799 CAF**

**CHRISTOPHER A. MADDOX,**  
Complainant

v.

**FORD MOTOR COMPANY,**  
Respondent

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**BEFORE THE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Christopher A. Maddox (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his 2016 Ford Focus (Electric). Complainant asserts that the vehicle is defective because it does not always start immediately, the rear brakes squeal and lock up, and the regenerative brake system “goes out” intermittently. Ford Motor Company (Respondent) argued that the vehicle does not have any defects 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 and the record was closed on September 20, 2017, in Carrollton, Texas before Hearings Examiner Edward Sandoval. Karen T. Askew, Attorney with Askew Law PC, represented Complainant at the hearing. Complainant, Christopher A. Maddox, was present to offer testimony. Respondent was represented telephonically by Maria Diaz, Legal Analyst. Sayyed Asad Bashir, Automotive Specialist, was also present to testify for Respondent.

**II. DISCUSSION**

**A. Applicable Law**

Section 2301.604(a) of the Texas Occupations Code gives a motor vehicle owner the option of seeking the manufacturer’s replacement or repurchase of the vehicle if: (1) the manufacturer has been unable to conform the vehicle to an applicable express warranty (2) by repairing or correcting a defect or condition that creates a serious safety hazard or substantially impairs the use or market value of the vehicle (3) after a reasonable number of attempts. “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.<sup>1</sup> The vehicle owner is required to mail written notice of the

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<sup>1</sup> Tex. Occ. Code § 2301.601(4).

alleged defect to the manufacturer and provide the manufacturer with an opportunity to cure the nonconformity.<sup>2</sup>

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>3</sup>

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.<sup>4</sup>

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

Complainant purchased a new 2016 Ford Focus (Electric) (the vehicle) on April 23, 2016, from AutoNation Ford (AutoNation) in Frisco, Texas.<sup>5</sup> The vehicle's mileage at the time of delivery was 6.<sup>6</sup> Respondent provided a bumper-to-bumper warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever comes first.<sup>7</sup> Respondent has also provided a powertrain warranty for the vehicle which provides coverage for the vehicle's powertrain for five (5) years or 60,000 miles.<sup>8</sup> On the date of hearing the vehicle's mileage was 9,310. As of the date of hearing, the vehicle warranties were still in effect.

Complainant testified that in late August of 2016 he experienced a problem with the vehicle not starting. It was a Sunday morning and Complainant was attempting to move the vehicle from the driveway where he had parked it into his garage. Complainant stepped on the vehicle's brake pedal and pushed the start button as required to start the vehicle. The vehicle's green light

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

<sup>3</sup> Tex. Occ. Code § 2301.605(a)(1)(A) and (B).

<sup>4</sup> Tex. Occ. Code § 2301.605(a)(2)(A) and (B).

<sup>5</sup> Complainant Ex. 1, Retail Purchase Agreement dated April 23, 2016.

<sup>6</sup> *Id.*

<sup>7</sup> Complainant Ex. 13, 2016 Model Year Ford Hybrid Car and Electric Vehicle Warranty Guide, p. 7.

<sup>8</sup> *Id.*

illuminated indicating that everything was normal and that the vehicle was ready to drive. Complainant stated that he shifted the transmission into drive, took his foot off the brake, and the vehicle started to roll backwards toward his wife's vehicle which was parked right behind him. Complainant stated that the driveway has a four (4) to five (5) degree grade. He also stated that the vehicle seemed to be in neutral and did not have power for the engine, although the instrument cluster indicated that the vehicle should have had power. Complainant stated that he felt that this was a safety issue with the vehicle because if his wife had been standing behind the vehicle she could have been hit and crushed by the vehicle. Complainant put the vehicle in neutral and then shifted back into drive to move the vehicle and it again rolled backward. He then turned off the vehicle and exited it in order to move the other vehicle. After moving his wife's vehicle, Complainant went back to his vehicle and attempted to start it again. This time it started and he was able to move it into the garage.

Soon thereafter, on August 29, 2016, Complainant took the vehicle to North Central Ford (Central) in Richardson, Texas, Respondent's authorized dealer, for repair for the issue. Complainant raised three issues with the vehicle when he took it for repair. He informed the service advisor that the vehicle intermittently failed to start properly, that the vehicle's rear wheels would sometimes squeal when braking, and that if braking lightly when going over an edge the regenerative brakes did not work and that he would have to step on the brake pedal hard to get the vehicle to stop.<sup>9</sup> Central's service technician inspected and test drove the vehicle.<sup>10</sup> He also checked the vehicle for stored trouble codes and couldn't find any for any of Complainant's concerns.<sup>11</sup> No repairs were performed on the vehicle at the time.<sup>12</sup> The vehicle's mileage when Complainant took it to Central was 2,937.<sup>13</sup> Complainant testified that the vehicle was in Central's possession for about a week. He was not provided with a loaner vehicle while his vehicle was being repaired since he was out of town during the week.

Complainant testified that he was concerned with the vehicle's brakes. He stated that the vehicle is actually a gasoline vehicle converted to electric. The battery pack is divided into two (2) packages. In a designed electric vehicle the battery pack is usually in the middle of the vehicle and low in the chassis. In Complainant's vehicle the battery pack is higher than normal. During heavy braking and cornering tightly the mass of the battery can swing the vehicle around. In his opinion, the vehicle is dangerous to drive. On one occasion he had to step on the brakes in an emergency in the rain and on a curve and this caused the rear wheels of the vehicle to lift up. Complainant stated that each of the two battery packs weighs approximately 400 pounds.

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<sup>9</sup> Complainant Ex. 6, Repair Order dated August 29, 2016.

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

<sup>11</sup> *Id.*

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

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

Complainant stated that he is aware of the vehicle's brake issues and correspondingly will slow down and be extra careful making turns. He feels that this is an inherent design issue.

Complainant testified that the vehicle continued to intermittently fail to start properly. In addition, Complainant indicated that he continued to have trouble with the vehicle's brakes. He returned the vehicle to Central on January 16, 2017. Complainant raised the same three (3) issues as on the previous repair visit. Central's service technician still could not find a problem or duplicate any of the concerns raised by Complainant.<sup>14</sup> No repairs were performed at the time.<sup>15</sup> The mileage on the vehicle on this occasion was 5,580.<sup>16</sup> The vehicle was in Central's possession for a week. Complainant was not provided with a loaner vehicle while his vehicle was being repaired since he had to go out of town for the period of time that the vehicle was being repaired. Complainant stated that he was told by Central's representative that if they couldn't verify any of the problems then they couldn't perform any repairs and there was nothing they could do.

A week or two later the vehicle again failed to start properly. Complainant did not take the vehicle to a dealer for repair because he was frustrated with the vehicle. He feels that he gave the dealer an adequate opportunity to repair the vehicle.

Complainant mailed a complaint letter to Respondent on January 21, 2017, informing them of his dissatisfaction with the vehicle.<sup>17</sup> Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on January 26, 2017.<sup>18</sup>

Complainant stated that Maria Diaz, Legal Analyst, contacted him by phone in January of 2017. She wanted to clarify with him the problems he was experiencing with the vehicle and the possibility of an inspection of the vehicle. Complainant states that Respondent's representatives have never actually requested an opportunity for a final inspection on the vehicle.

Complainant stated that the last time that the vehicle failed to start properly was approximately two (2) months prior to the hearing date. He has a problem with the vehicle's brakes whenever he's driving and goes over an edge, *i.e.*, possibly when the road bed has shifted or at expansion joints. Complainant stated that in those situations the regeneration brakes can stop working. He stated that the vehicle feels like it's free-wheeling for about three (3) feet. He then has to step on the brake pedal harder in order to get the regular brakes to activate.

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<sup>14</sup> Complainant Ex. 7, Repair Order dated January 16, 2017.

<sup>15</sup> *Id.*

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

<sup>17</sup> Complainant Ex. 8, Letter to Ford Motor Company dated January 21, 2017.

<sup>18</sup> Complainant Ex. 9, Lemon Law Complaint dated January 26, 2017. Complainant signed and dated the complaint on January 21, 2017. However, the complaint was not received by the Texas Department of Motor Vehicles until January 26, 2017, which is the effective date of the complaint.

Complainant also testified that he purchased additional accessories for the vehicle for which he requests reimbursement. Complainant purchased a vehicle charger from Clipper Creek, Inc. on April 25, 2016, for a total of \$592.59.<sup>19</sup> He also purchased automobile seat covers in May of 2016 for \$218.50.<sup>20</sup> Finally, Complainant purchased a vehicle seat cover, storage bag, and cable lock kit for the cover from CARid on May 18, 2016, for \$272.06.<sup>21</sup>

Complainant feels that the issues with the vehicle constitute a safety hazard. He stated that the vehicle unexpectedly loses power and will roll back on its own. Complainant feels that he has given Respondent a reasonable opportunity to investigate the problem and to repair the vehicle. He doesn't feel safe in the vehicle. Complainant stated that his wife refuses to drive the vehicle.

During cross-examination, Complainant testified that he has 20 years automotive experience working as a technician for automobile dealers. He is Automobile Service Excellence (ASE) certified as a technician. He currently works for Raytheon and performs duties under contract with GM performing diagnostics on their new vehicles.

### **C. Respondent's Evidence and Arguments**

#### **1. Maria Diaz' Testimony**

Maria Diaz, Legal Analyst, testified for Respondent. She stated that she first became involved in this complaint on January 27, 2017, when Respondent received the Lemon Law complaint. Ms. Diaz contacted Complainant within the week to clarify Complainant's concerns with the vehicle and to try to schedule a final repair attempt on the vehicle.

Ms. Diaz was later informed by Complainant that he had retained an attorney to represent him in his complaint. On March 7, 2017, Ms. Diaz transferred the matter to Respondent's general counsel's office. This is Respondent's standard procedure when an attorney is retained by a Complainant during the Lemon Law complaint process. Ms. Diaz did not get involved in the complaint again until the date of the pre-hearing conference conducted by the hearings examiner on June 7, 2017. Prior to transferring the case to the general counsel's office, Ms. Diaz was not able to schedule a final repair attempt on the vehicle.

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<sup>19</sup> Complainant Ex. 3, Invoice from Clipper Creek, Inc. dated April 25, 2016.

<sup>20</sup> Complainant Ex. 4, Order Details for Automobile Seat Covers, undated.

<sup>21</sup> Complainant Ex. 5, Shipment Verification from CARid.com dated June 3, 2016.

## 2. Sayyed Asad Bashir's Testimony

Sayyed Asad Bashir, Automotive Specialist, also testified for Respondent. Mr. Bashir has been in the automotive industry for 18 years. He has an Associate's degree in business management. Mr. Bashir worked as an independent service technician for eight (8) years before being hired by Respondent. He has been working for Respondent for the past ten (10) years and in his current position for the last eight (8) years. Mr. Bashir is an ASE Certified Master Technician.

Mr. Bashir testified that he has never personally seen the subject vehicle. However, he did state that he feels that the vehicle's failure to start immediately may be due to a software issue. Mr. Bashir stated that in order to start the vehicle, the start button must be depressed for a couple of seconds and the brake pedal must be depressed at the same time. Failure to step on the brake pedal and just pushing the start button will illuminate the vehicle's instrument cluster as if the vehicle had started, but in actuality the vehicle is not ready to drive. He also stated that he has observed customers in the past step on a vehicle's brake pedal to start the vehicle and press the start button briefly the cluster turns on and then they press the start button again to start the vehicle. This is not the correct way to start the vehicle as it does not allow all the vehicle's modules to interact properly in order to start the vehicle.

Mr. Bashir also testified that the vehicle has a regenerative brake system. This system simulates an engine brake when coasting in the vehicle. When activated the system takes the vehicle's inertia (motive force) and converts it to electricity for the vehicle's battery. The system works hand-in-hand with the vehicle's anti-lock brake system (ABS). If there is a situation where there is an ABS event the regenerative brake system is automatically disabled which then requires the driver to step on the brake pedal harder than normal to activate the friction brakes. This situation could be caused by a tire losing contact with the road which causes the wheel to lock and activates the ABS. Mr. Bashir that the situations that Complainant described when going over a concrete edge would be an example of when the ABS system would activate.

During cross-examination, Mr. Bashir stated that the vehicle start up process can be reset by opening and closing the vehicle's door. This will reset the vehicle's instrument cluster so that it goes through a start-up or shut down sequence, depending on the circumstances. This is not explained in the vehicle's owner's manual. Mr. Bashir stated that he did not observe Complainant attempt to cycle the vehicle's start system rapidly on the videos provided to Respondent. Mr. Bashir stated that Complainant appeared to be attempting to start the vehicle in the recommended manner. When starting the vehicle, the driver should wait about five (5) seconds before recycling the vehicle's start system.

## **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 the manufacturer was given a reasonable number of attempts to repair or correct the defect or condition to conform the vehicle to an applicable express warranty. Finally, Complainant is required to serve written notice of the defect or 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 or condition, Complainant is entitled to have the vehicle repurchased or replaced.

### **1. Brake Issues**

Complainant raised two issues regarding the vehicle's brakes on his Lemon Law complaint, these were: that the regenerative brakes go out when the vehicle goes over a concrete edge and that the rear brakes squeal and lock up during moderate braking. The evidence presented at the hearing indicates that the regenerative brake system is designed to assist with the vehicle's regular brake system and is also designed to help recharge the vehicle's battery. The regenerative brake system will become disabled when the ABS activates. The ABS will activate if one of the vehicle's wheels loses contact with the road, as in the situation described by Complainant. In the instance when the ABS activates it becomes necessary for the vehicle's driver to step on the brakes a bit harder than he would for the regenerative brake system. This is a design issue and not a defect in the vehicle.

Complainant did not provide any evidence to indicate that the vehicle's rear brakes squealed when braking moderately. Even if such evidence had been presented, the issue would not constitute a serious safety hazard as defined in Section 2301.601 of the Occupations Code. Since it's not a serious safety issue, Complainant should have allowed Respondent's authorized dealer additional opportunities to repair the issue.

### **2. Starting Issue**

The third issue Complainant raised regarding the vehicle was its failure to start properly. The vehicle does not have an internal combustion engine, but rather has an electric engine. When the driver attempts to start the vehicle there is no way to discern whether it has actually started except for the green ready light. The vehicle's engine does not rev and does not make any noise to indicate whether it was successfully started. If the ready light is green, then the driver of the

vehicle assumes the vehicle has started and is ready to drive. In the present case, this is a serious safety issue because the evidence has established that the vehicle has failed to start on several occasions and there is no way to anticipate when this will occur. If, as happened the first time that the vehicle failed to start, the vehicle is on an incline, it could move unexpectedly and hit a child, a pedestrian, or another vehicle. The defect substantially impedes the driver's ability to control or operate the vehicle.

Complainant has taken the vehicle to an authorized dealer of Respondent on two (2) occasions and reported the problem in order to have it repaired. Complainant's testimony was consistent with, and documented by, the repair orders submitted as evidence. Based on the evidence as a whole, the hearings examiner concludes that a reasonable number of attempts have been undertaken to conform Complainant's vehicle to the applicable express warranty, since the issue at hand is a serious safety hazard. *See* Occupations Code § 2301.605(a)(2). Complainant has met his burden of proof to establish that the vehicle has a warrantable and existing defect or condition that creates a serious safety hazard.

The record also establishes that Complainant provided written notice of the defect to Respondent on January 21, 2017. Respondent was also given the opportunity to inspect the vehicle but failed to avail themselves of that opportunity.

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 repurchase of the vehicle is the appropriate remedy in this case.

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. Christopher A. Maddox (Complainant) purchased a new 2016 Ford Focus (Electric) on April 23, 2016, from AutoNation Ford (AutoNation) in Frisco, Texas with mileage of 6 at the time of delivery.
2. The manufacturer of the vehicle, Ford Motor Company (Respondent), issued a bumper-to-bumper warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever occurs first, and a powertrain warranty which provides coverage for the vehicle's powertrain for five (5) years or 60,000 miles.



3. The vehicle's mileage on the date of hearing was 9,310.
4. At the time of hearing the vehicle's warranties were still in effect.
5. The vehicle has failed to start several times since Complainant purchased it.
6. Complainant feels that the vehicle's regenerative brake system does not work correctly at all times and that the brakes sometimes squeak.
7. Complainant took the vehicle for repair to Respondent's authorized dealer, North Central Ford (Central) in Richardson, Texas, in order to address his concerns regarding the vehicle's brakes and failure to start on the following dates:
  - a. August 29, 2016, at 2,937 miles; and
  - b. January 26, 2017, at 4,702 miles.
8. On August 29, 2016, Central's service technician was unable to duplicate any of Complainant's concerns and did not perform any repairs to the vehicle.
9. On January 26, 2017, Central's service technician was unable to duplicate any of Complainant's concerns and did not perform any repairs to the vehicle.
10. Complainant accrued incidental expenses for the vehicle as follows:

a. Vehicle charger purchased on April 25, 2016	\$592.59
b. Car seat covers purchased in May 2016	218.50
c. Car cover purchased on May 18, 2016	<u>272.06</u>
Total	\$1,083.15
11. Complainant provided written notice of the defect to Respondent on January 21, 2017.
12. On January 26, 2017, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
13. Respondent did not request a final repair attempt on the vehicle.
14. On April 28, 2017, 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.

15. The hearing in this case convened and the record was closed on September 20, 2017, in Carrollton, Texas before Hearings Examiner Edward Sandoval. Karen T. Askew, Attorney with Askew Law PC, represented Complainant at the hearing. Complainant, Christopher A. Maddox, was present to offer testimony. Respondent was represented telephonically by Maria Diaz, Legal Analyst. Sayyed Asad Bashir, Automotive Specialist, was also present to testify for Respondent.

#### IV. CONCLUSIONS OF LAW

1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-2301.613 (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 defect or condition that creates a serious safety hazard. Tex. Occ. Code § 2301.604(a).
7. After a reasonable number of attempts, Respondent, Ford Motor Company, 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.
8. Based on the above Findings of Fact and Conclusions of Law, Complainant is entitled to relief under Texas Occupations Code § 2301.604(a).
9. Based on the above Findings of Fact and Conclusions of Law, Respondent, Ford Motor Company, is required to repurchase Complainant's 2016 Ford Focus (Electric) at the

price of \$25,715.19. Tex. Occ. Code § 2301.604(a)(2); 43 Tex. Admin. Code § 215.208(b)(1) and (2).

10. Complainant is entitled to reimbursement of incidental expenses as outlined in Findings of Fact 10. Tex. Occ. Code § 2301.604(a); 43 Tex. Admin. Code § 215.209.

### ORDER

#### IT IS THEREFORE ORDERED that:

1. Respondent shall accept the return of the vehicle from Complainant. Respondent shall have the right to have its representatives inspect the vehicle upon the return by Complainant. 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 the final order;
2. Respondent shall repurchase the subject vehicle in the amount of **\$25,680.19**. In addition, Complainant is entitled to reimbursement of the lemon law filing fee in the amount of **\$35.00** and for incidental expenses in the amount of **\$1,083.15**. The total refund of **\$26,798.34** shall be paid to Complainant 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 Complainant. At the time of the 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, Complainant is responsible for providing Respondent with clear title to the vehicle;

Purchase price, including tax, title, license and registration	\$26,912.15
Delivery mileage	6
Mileage at first report of defective condition	2,937
Mileage on hearing date	9,310
Useful life determination	120,000

Purchase price, including tax, title, license and registration		\$26,912.15			
Mileage at first report of defective condition		2,937			
Less mileage at delivery		<u>-6</u>			
Unimpaired miles		2,931			
Mileage on hearing date		9,310			
Less mileage at first report of defective condition		<u>-2,937</u>			
Impaired miles		6,373			
Reasonable Allowance for Use Calculations:					
Unimpaired miles					
	<u>2,931</u>				
	120,000	X	\$26,912.15	=	\$657.33
Impaired miles					
	<u>6,373</u>				
	120,000	X	\$26,912.15	X .5	= <u>\$714.63</u>
Total reasonable allowance for use deduction:					\$1,371.96
Purchase price, including tax, title, license and registration			\$26,912.15		
Less reasonable allowance for use deduction			-\$1,371.96		
Plus filing fee refund			<u>\$35.00</u>		
<b>TOTAL REPURCHASE AMOUNT</b>			\$25,575.19		

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

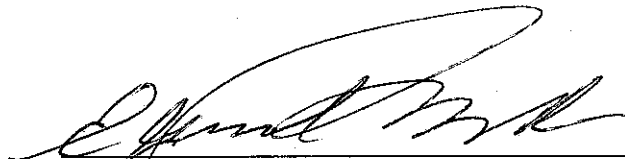
deem the granted relief rejected by Complainants and the complaint closed pursuant to 43 Texas Administrative Code § 215.210(2);

4. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall obtain a Texas title for the vehicle prior to resale and issue a disclosure statement provided by or approved by the Department's Enforcement Division – Lemon Law Section;
5. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall affix the disclosure label to the reacquired vehicle in a conspicuous place, and upon the first retail sale of the vehicle, the disclosure statement shall be completed and returned to the Department's Enforcement Division – Lemon Law Section; and
6. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall provide the Department's Enforcement Division – Lemon Law Section, in writing, the name, address and telephone number of the transferee (wholesale purchaser or equivalent) of the vehicle within 60 calendar days of the transfer.

### 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, Ford Motor Company, shall repair the warrantable defect in the reacquired vehicle identified in this Decision.

**SIGNED October 25, 2017.**



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