

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 21-0007666 CAF**

**GEORGE REYNOLDS,  
Complainant**

v.

**FORD MOTOR COMPANY,  
Respondent**

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**BEFORE THE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

George Reynolds (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his 2019 Ford F-150. Complainant asserts that he feels a vibration in the vehicle when he drives above 40 mph, that the transmission is slipping, that the tailgate comes off unexpectedly, and that the doors sometimes stick. Ford Motor Company (Respondent) argued that no defect or nonconformity currently exists in the vehicle and that no relief is warranted. The hearings examiner concludes that the vehicle does not have an existing warrantable defect and Complainant is not eligible for repurchase or 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 20, 2021, before Hearings Examiner Edward Sandoval at the Texas Department of Transportation district office in Bryan, Texas. George Reynolds, Complainant, appeared and represented himself at the hearing. Also appearing and testifying for Complainant was his wife, Peggy Reynolds. Respondent, Ford Motor Company, was represented telephonically by Anthony Gregory, Consumer Affairs Legal Analyst. Also appearing telephonically for Respondent was Sayyed Asad Bashir, Automotive Technical Consultant. The hearing record closed on July 20, 2021.

**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 manufacturer has been given a reasonable number of attempts to repair or correct the defect or condition.<sup>3</sup> Fourth, the owner must have provided written notice of the alleged defect or nonconformity to the manufacturer.<sup>4</sup> Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.<sup>5</sup>

In addition to these conditions, a rebuttable presumption can be established 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 by the manufacturer, converter, or distributor, or an authorized agent or franchised dealer of a manufacturer, converter, or distributor and the repair attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.<sup>6</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 by the manufacturer, converter, or distributor, or an authorized agent or franchised dealer of a manufacturer, converter, or distributor and the attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.<sup>7</sup>

“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>8</sup>

Finally, a rebuttable presumption can be established 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 that substantially impairs the vehicle’s use or market value, the vehicle has been out of service for repair for a cumulative total of 30 or more days, and the

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

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

<sup>3</sup> *Id.*

<sup>4</sup> Tex. Occ. Code § 2301.606(c)(1).

<sup>5</sup> Tex. Occ. Code § 2301.606(c)(2).

<sup>6</sup> Tex. Occ. Code § 2301.605(a)(1)(A) and (B).

<sup>7</sup> Tex. Occ. Code § 2301.605(a)(2)(A) and (B).

<sup>8</sup> Tex. Occ. Code § 2301.601(4).

repairs attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.<sup>9</sup>

The 30 day out of service requirement described in Section 2301.605(a)(3) does not include any period during which the manufacturer or distributor lends the vehicle owner a comparable motor vehicle while the owner's vehicle is being repaired by a franchised dealer.<sup>10</sup>

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

### **1. George Reynolds' Testimony**

Complainant purchased a new 2019 Ford F-150 on March 23, 2020, from Freestone Ford (Freestone) located in Fairfield, Texas.<sup>11</sup> The vehicle's mileage at the time of delivery was 33.<sup>12</sup> Respondent provided a new vehicle limited bumper-to-bumper warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever comes first. In addition, Respondent provided a powertrain warranty for the vehicle providing coverage for five (5) years or 60,000 miles. On the date of hearing the vehicle's mileage was 25,960 and the vehicle's warranties were still in effect.

Complainant testified the he is the primary driver of the vehicle. Complainant stated that when he purchased the vehicle, he test drove a seemingly identical vehicle but chose to purchase the subject vehicle because of a color preference. He confirmed that he did not test drive the subject vehicle prior to purchase.

Complainant testified that the check engine light was on when he picked up the vehicle from the dealer on March 20, 2020. As a result, he returned the vehicle to Freestone that day. On March 23, 2020, when he picked up the vehicle again, Complainant noticed a vibration while driving it home. Since the vehicle was brand new, Complainant believed that the tires needed to be balanced. He returned the vehicle to Freestone for repair for the vibration issue on March 26, 2020. Freestone's service technician told Complainant that the vibration was caused by flat spots on the tire and that the vehicle needed to be driven 600-800 miles to fix the problem. Complainant did not receive an invoice for this repair visit.

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<sup>9</sup> Tex. Occ. Code § 2301.605(a)(3)(A) and (B).

<sup>10</sup> Tex. Occ. Code § 2301.605(c).

<sup>11</sup> Complainant Ex. 3, Motor Vehicle Buyer's Order dated March 23, 2020.

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

Complainant testified that on April 8, 2020, he took the vehicle back to Freestone after he had driven it 900 miles. He testified that the vehicle was still vibrating when it was driven over 40 mph. Freestone's service technician rotated and balanced the vehicle's tires. No other work was done to the vehicle at the time. Complainant testified that the vehicle was in Freestone's possession for three hours. He was not provided a loaner vehicle during this repair visit. Complainant stated that he still felt a vibration in the vehicle after the repair. Complainant was not provided a service invoice for the repair.

Complainant returned the vehicle to Freestone on September 19, 2020, because he was still feeling a vibration in the vehicle when driving. Freestone's service technician test drove the vehicle and stated the vibration was caused by the engine cylinders firing. The technician stated that similar trucks felt the same way. No repair was performed at this visit. Complainant stated that he still felt the vibration after the repair visit. Complainant was not provided an invoice from the dealer for this service visit.

Complainant returned the vehicle to Freestone for repair for the vibration issue on September 28, 2020. Freestone's service advisor created a service invoice in order to facilitate Respondent's involvement.<sup>13</sup> The vehicle's mileage on this occasion was 9,009.<sup>14</sup> The vehicle was in Freestone's possession for a couple of hours. Complainant was not provided a loaner vehicle while his vehicle was being repaired.

Complainant returned the vehicle to Freestone for repair for the vibration issue on October 9, 2020. Freestone's service technician rebalanced the tires. The vehicle was in Freestone's possession for two hours. Complainant was not provided a loaner vehicle while his vehicle was being repaired. Complainant was not provided a service invoice for this repair visit.

Complainant testified that he continued to feel vibration in the vehicle when driving over 40 mph. He returned the vehicle to Freestone for repair for the issue on October 17, 2020. Freestone's service technician replaced the vehicle's tires with matching tires from a different vehicle; however, there was no change in the way the vehicle felt while being driven and Complainant stated that he still felt a vibration. Complainant stated that while at Freestone he test drove a vehicle similar to the subject vehicle and did not feel any vibration. It was suggested to Complainant that he purchase a new set of tires for the vehicle. However, he refused the suggestion. Complainant was not provided a service invoice from the dealer for this visit.

After speaking to Respondent's representative over the phone regarding his complaint with the vehicle, Complainant took the vehicle to Henson Ford (Henson) in Madisonville, Texas for

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<sup>13</sup> Complainant Ex. 4, Repair Order dated September 28, 2020.

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

repair for the vibration issue on November 6, 2020. Henson's shop foreman verified the vibration concern during a test drive of the vehicle. Complainant returned the vehicle to Henson on November 10, 2020, in order to have the service technician rotate and balance the tires.<sup>15</sup> Complainant stated the vehicle was in Henson's possession for a couple of hours. Complainant was not provided a loaner vehicle while the work was being performed. Complainant testified that the repair did not alleviate the vibration issue.

Complainant returned the vehicle to Henson for repair for the vibration issue on November 17, 2020. Henson's technicians did not inspect or repair the vehicle. The vehicle was in Henson's possession for 4 days. Complainant was not provided a loaner vehicle while his vehicle was in Henson's possession on this occasion.

Complainant stated that he took the vehicle to Henson in December 2020 for issues with the vehicle's tailgate falling off the vehicle unexpectedly when he attempted to open it. Henson's service technician stated that the issue was a dirty rod in the hinge. The technician cleaned the rod and replaced it. The tailgate fell off again one week after the repair. Complainant also raised the issue of the vehicle's doors sticking and being difficult to open after the vehicle sat for several hours. The dealer's service technician cleaned the doors in order to resolve the issue. Complainant also stated he took the Vehicle to Henson in January 2021 for issues with the transmission which he felt was slipping between 3<sup>rd</sup> and 5<sup>th</sup> gears. Henson's service technician was not able to duplicate the issue and no repair was performed. No service invoice was provided to Complainant for either repair visit.

In late January 2021, Complainant wrote a letter to Respondent advising them of his dissatisfaction with the vehicle.<sup>16</sup> Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on March 8, 2021.<sup>17</sup>

Complainant stated that he was contacted by Mr. Gregory on February 8, 2021, and they discussed the issues with the vehicle. Mr. Gregory stated that he would follow up with the dealership and contact the Complainant. Complainant testified that after not hearing from Mr. Gregory for 30 days, he called Mr. Gregory and left three messages for him, but he did not respond to the messages.

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<sup>15</sup> Complainant Ex. 5, Repair order dated November 6, 2020. The vehicle's mileage was recorded on the invoice as 31,265. However, this was an incorrect reading as the vehicle's mileage on July 20, 2021, was 25,960.

<sup>16</sup> Complainant Ex. 6, Letter to Ford Motor Company, undated. The letter was not internally dated, but the return receipt indicates that it was signed for by Respondent's representative on February 4, 2021.

<sup>17</sup> Complainant Ex. 1, Lemon Law Complaint dated March 8, 2021.

Complainant testified that he had issues with the vehicle's locking system. In addition, on the morning of March 21, 2021 the vehicle's battery was dead and needed a jump start. Complainant took the vehicle to Freestone for repair for the battery issue on March 22, 2021. Freestone's service technician determined that the battery was working okay, but they were unable to check the electrical systems at the time. Complainant stated the issue has not happened again. Complainant did not receive a service invoice from the dealer on this occasion.

Complainant eventually spoke to Mr. Gregory and they scheduled an appointment for April 20, 2021, at Freestone for Respondent's field service engineer to inspect the vehicle. The dealership was unable to provide a loaner vehicle for Complainant for the inspection. Complainant was unable to drop the vehicle off at the dealership without a loaner vehicle since he did not have alternate transportation. The inspection did not take place as scheduled.

Complainant took the vehicle to All Star Ford (All Star) in Palestine, Texas on April 29, 2021, for repair for the vibration issue. All Star's service manager verified the vibration concern. Complainant stated that the service manager refused to write a letter about feeling the vibration or provide a service invoice for the repair visit. The vehicle did not undergo any repairs on this occasion.

On cross-examination, Complainant confirmed that he has never driven with the tailgate down. He also confirmed that the Freestone's representative called him on April 20, 2021 to ask why he was not present at the scheduled vehicle inspection. Complainant stated that he was not aware of any time that a dealership ran diagnostics on the vehicle.

## **2. Peggy Reynolds' Testimony**

Peggy Reynolds, Complainant's wife, testified that she does not often drive the vehicle because she is scared something will go wrong. She described an incident where she had to drive the vehicle and, after pressing the brake, the engine surged. She stated that she is able to feel a vibration in the vehicle when driving over 40 mph. She also stated that she is afraid to use the tail gate. She also added that every Ford dealership in the area is at least 30 minutes' drive from Complainant's home and it is an inconvenience every time the vehicle has to be taken to a dealer.

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

### **1. Anthony Gregory's Testimony**

Anthony Gregory, Consumer Affairs Legal Analyst, testified for Respondent. He stated that he has never personally seen the vehicle.

Mr. Gregory stated that Respondent received Complainant's written notice regarding his dissatisfaction with the vehicle. Mr. Gregory stated that he contacted Complainant and discussed the issues with the vehicle. An inspection with a field service engineer was scheduled to take place on April 20, 2021, at the Freestone dealership. Mr. Gregory told Freestone that Complainant would need a loaner vehicle. Mr. Gregory stated that the Respondent has no control over whether a dealer has a loaner vehicle available. He stated that he did not try to make alternate arrangements for an inspection after the first appointment was missed. He confirmed that Respondent has not had an opportunity to inspect the vehicle.

### **2. Sayyed Asad Bashir's Testimony**

Sayyed Asad Bashir, Automotive Technical Consultant, testified for Respondent at the hearing. Mr. Bashir testified that he has worked in the automotive industry for 21 years. For the first eight (8) years of his career, Mr. Bashir worked for various independent automotive repair shops. He was hired by Respondent in 2007, as a claims adjuster in their warranty department. In 2009, Mr. Bashir was hired in his present position. He is an Automotive Service Excellence (ASE) Master Certified Technician and is enrolled in Respondent's senior master technician certification program.

Mr. Bashir testified that any vibrations that occur in the powertrain of the vehicle would be felt throughout the cab of the vehicle due to its design. He stated that the vehicle had a box frame which made it more rigid and more susceptible to the driver feeling vibration in the vehicle. He also stated that a vibration analyzer would help to identify if the vibrations coming from the vehicle are within normal limits. He stated that the transmission can go in to lock up at certain speeds and that would allow any engine vibrations to be felt more readily in the cab.

Mr. Bashir stated that he was not aware of anything that would cause the transmission to slip between 3<sup>rd</sup> and 5<sup>th</sup> gear. However, he stated that the engine does monitor for slippage and will store an error code if it is occurring.

Mr. Bashir stated that there is a process to remove the tailgate that involves opening it and then removing it from the hinging at two different angles. He stated that it is possible that the tailgate could come off if it is pulled at the right angle even by accident.

#### **D. Inspection**

The vehicle's mileage at the time of hearing was 25,960 miles. The rear passenger side door was slightly more resistant to opening (sticking) when first opened. During the test drive the Hearings Examiner did not notice vibration in the vehicle when it was driven over 40 mph. Complainant stated that the longer the vehicle is driven, the more severe the vibration becomes.

#### **E. 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.

Complainant indicated in his initial Lemon Law complaint that he was dealing with four (4) issues with the vehicle. Complainant's concerns with the vehicle are that the vehicle vibrates when driven over 40 mph, the transmission slips between 3<sup>rd</sup> and 5<sup>th</sup> gear, the tailgate comes off, and the doors are sticking.

##### **1. Vibration Issue**

Complainant's primary concern involved a vibration he feels when the vehicle is being driven at speeds in excess of 40 mph. Complainant's testimony was that this vibration was still occurring at the time of hearing. Respondent's representative indicated that the vehicle will experience some vibration due to the normal function of the engine and the design of the vehicle's frame. He also stated that the vibration is more likely to be felt at 40 mph or more due to the design of the vehicle's transmission.

During the inspection and test drive performed at the hearing, the Hearings Examiner did not feel an abnormal vibration in the vehicle when driving over 40 mph. In addition, it appears that the



vibration being felt is a design issue and not a manufacturer's defect. Given the evidence and the results of the test drive, as well as the fact that Complainant did not provide Respondent with a final opportunity to cure, the hearings examiner must hold that Complainant did not meet his burden of proof to establish that there is a defect that creates a serious safety hazard or substantially impairs the use or market value of the vehicle. As such, repurchase or replacement relief for Complainant is not warranted for this issue.

## **2. Transmission Issue**

The second of Complainant's concerns involved the transmission that he stated was slipping between 3<sup>rd</sup> and 5<sup>th</sup> gear. Respondent's representative testified that such an issue would trigger a diagnostic code in the vehicle's computers that a service technician could use to verify the issue. There was no evidence that such a code was ever stored. In addition, Complainant stated that he only took the vehicle to a dealer for repair for the issue one (1) time in January of 2021. As such, the hearings examiner must hold that Complainant has not met the statutory presumption of a reasonable number of repair attempts for this issue. Therefore, repurchase or replacement relief for Complainant is not warranted for this issue.

## **3. Tailgate Issue**

The third issue involved the vehicle's tailgate falling off when Complainant attempted to lower it. Complainant stated that there were occasions when the vehicle's tailgate would detach when it was being lowered. Respondent's representative testified that the tailgate is designed to be taken off when placed at certain angles. Complainant's testimony established that the vehicle was taken to a dealership on only one (1) occasion for the tailgate issue, in December of 2020. As such, the hearings examiner must hold that Complainant has not met the statutory presumption of a reasonable number of repair attempts for this issue. Therefore, repurchase or replacement relief for Complainant is not warranted for this issue.

## **4. Doors Sticking Issue**

The last of Complainant's concerns with the vehicle involved the doors sticking when he tried to open them after the vehicle sat for a period of several hours. Complainant testified that the doors would stick when they were first opened in the morning or after a period of being closed. The evidence indicates that only one (1) repair attempt for the doors sticking issue was performed by a dealer. In addition, the issue does not create a serious safety hazard or substantially impair the use or market value of the vehicle. As such, repurchase or replacement relief for Complainant is not warranted for this issue.

Based on the evidence and the arguments presented, the hearings examiner finds that repurchase or replacement of the vehicle is not an appropriate remedy in this case. Complainant's request for replacement relief is hereby denied.

### III. FINDINGS OF FACT

1. George Reynolds (Complainant) purchased a new 2019 Ford F-150 on March 23, 2020, from Freestone Ford (Freestone) located in Fairfield, Texas with mileage of 33 at the time of delivery.
2. The manufacturer or distributor of the vehicle, Ford Motor Company (Respondent), issued a new vehicle limited warranty for the vehicle which provides coverage for the first three (3) years or 36,000 miles after deliver, whichever comes first. In addition. Respondent provided a powertrain warranty providing 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 25,960.
4. At the time of hearing the vehicle's warranties were still in effect.
5. Complainant has experienced incidents where he feels a vibration in the vehicle when driving 40 mph or faster.
6. Complainant took the vehicle for repair to Respondent's authorized dealers in order to address his concerns with the vehicle's vibration on the following dates:
  - a. March 26, 2020, at unknown miles, at Freestone;
  - b. April 8, 2020, at unknown miles, at Freestone;
  - c. September 19, 2020, at unknown miles, at Freestone;
  - d. September 28, 2020, at 9,009 miles, at Freestone;
  - e. October 9, 2020, at unknown miles, at Freestone;
  - f. October 17, 2020, at unknown miles, at Freestone;
  - g. November 6, 2020, at unknown miles, at Henson;
  - h. November 10, 2020, unknown miles, at Henson;
  - i. November 17, 2020, at unknown miles, at Henson; and
  - j. April 29, 2021, at unknown miles, at All Star.

7. On March 26, 2020, Complainant took the vehicle to Freestone for repair because the vehicle vibrated when driven over 40 mph.
8. During the repair visit described in Findings of Fact #7, Freestone's service technician informed Complainant that the vibration was due to flat spots in the tires and the vehicle needed to be driven for 600-800 miles to fix the problem.
9. On April 8, 2020, Complainant took the vehicle to Freestone for repair because the vehicle was still vibrating even though he had driven it 900 miles.
10. During the repair visit described in Findings of Fact #9, Freestone's service technician rotated and balanced the tires.
11. On September 19, 2020, Complainant returned the vehicle to Freestone for repair because he was still feeling a vibration when he drove the vehicle over 40 mph.
12. During the repair visit described in Findings of Fact #11, Freestone's service technician determined the vibration was caused by the firing of the engine cylinders and that it was normal for that model of vehicle. No repair was performed.
13. On September 28, 2020, Complainant returned the vehicle to Freestone because the vibration persisted. A repair order was created so the Respondent had a repair order to reference when discussing the matter with Respondent's representatives.
14. On October 9, 2020, Complainant returned the vehicle to Freestone for repair for the vibration issue. Freestone's service technician balanced the tires in an attempt to resolve the issue.
15. On October 17, 2020, Complainant returned the vehicle to Freestone for repair for the vibration issue. Freestone's service technician replaced the tires on the vehicle with a different set of tires from another vehicle, but the vibration remained. It was also suggested to Complainant that he purchase a new set of tires for the vehicle. No further repair was performed.
16. On November 6, 2020, Complainant took the vehicle to Henson Ford (Henson) in Madisonville, Texas for repair for the vibration issue. Henson's shop foreman verified the concern; however, no repair was performed on this date.

17. On November 10, 2020, Complainant took the vehicle back to Henson for repair, and the service technician balanced and rotated the vehicle's tires.
18. On November 17, 2020, Complainant returned the vehicle to Henson for repair because he was still feeling a vibration when driving the vehicle at speed. Henson's service technicians did not inspect or repair the vehicle on this occasion.
19. In December 2020, Complainant took the vehicle to Henson because of issues with the tailgate falling off and the doors sticking and being difficult to open. Henson's service technicians cleaned the tailgate hinge rod and cleaned the doors in order to resolve the issues.
20. In January 2021, Complainant took the vehicle to Henson for issues with the transmission slipping between 3<sup>rd</sup> and 5<sup>th</sup> gears. Henson's service technicians were not able to duplicate the issue and no repair was performed at the time.
21. In late January 2021, Complainant mailed a letter to Respondent advising them that he was dissatisfied with the vehicle.
22. On March 8, 2021, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
23. On March 22, 2021, Complainant took the vehicle to Freestone for repair because the battery had died. Freestone's service technician checked the battery and determined it was working okay, but they were unable to check the electrical systems at the time.
24. An appointment for Complainant was scheduled for April 20, 2021, at Freestone so Respondent's field service engineer could inspect the vehicle. This inspection did not occur as scheduled because the dealership was not able to provide a loaner vehicle for Complainant to use.
25. On April 29, 2021, Complainant took the vehicle to All Star Ford (All Star) in Palestine, Texas because he was still feeling the vibration in the vehicle. All Star's service manager was able to verify the vibration concern. However, no repair was performed at the time.
26. Complainant still feels a vibration in the vehicle when driving in excess of 40 mph.
27. On April 23, 2021, 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.

28. The hearing in this case convened on July 20, 2021, before Hearings Examiner Edward Sandoval at the Texas Department of Transportation district office in Bryan, Texas. George Reynolds, Complainant, appeared and represented himself at the hearing. Also appearing and testifying for Complainant was his wife, Peggy Reynolds. Respondent, Ford Motor Company, was represented telephonically by Anthony Gregory, Consumer Affairs Legal Analyst. Also appearing telephonically for Respondent was Sayyed Asad Bashir, Automotive Technical Consultant. The hearing record closed on July 20, 2021.

#### 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 failed to prove by a preponderance of the evidence that Respondent was unable to conform the vehicle to an express warranty by repairing or correcting a 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, 2301.603.

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 replacement or repurchase relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 is hereby **DISMISSED**.

**SIGNED September 1, 2021.**



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