

 **National Programs**
BBB AUTO LINE®

September 9, 2024

[REDACTED]

[REDACTED]

[REDACTED]

Re: [REDACTED] vs Mazda

[REDACTED]

Submitted By: [REDACTED]

Repurchase Form - Lemon Law Yes or No - Owned Form

Question 1

It is determined that a { Please list below } decision is a fair resolution of this dispute.

Repurchase under the Texas Lemon Law is an appropriate resolution of the dispute.

Question 1 section a

For the following reasons, the decision listed above is a fair resolution of this dispute. (If relevant, explain how lemon law standards apply to the facts in this case)

The Consumer established her vehicle suffers from two serious safety hazards as defined under the Lemon Law. She has shown continuous malfunctioning of the Blind Spot Monitoring System, (BSM) and continuous malfunctioning of the Forward Sensing Cameras (FSCs) on the vehicle. The absence of either of these systems, and particularly both, substantially impairs Consumer's ability to control or operate the vehicle for its intended purposes. With a malfunctioning BSM, the driver cannot safely determine how closely other cars may be following the vehicle and cannot determine or even see if a following vehicle is attempting to pass the driver's vehicle. Without a functioning FSC system, the driver may not be able to maintain a safe distance from the car ahead. In addition, both systems are covered under the Manufacturer's basic 36,000 vehicle warranty, and the Manufacturer has failed to repair these nonconformities to bring the vehicle into conformity with the warranty despite having been given 4 or more opportunities to rectify the nonconformities.

Question 2

If awarding a repurchase/replacement, identify the problem(s) upon which the award is based and the number of repair attempts for each problem.

The first defect upon which the award is based is the malfunctioning BSM and the second is the FSCs. Consumer has submitted several dealership Repair Orders (ROs) to document the number of times she took the vehicle in for repairs to address the each of the conformities. Consumer introduced 7 Repair Orders (ROs) into the hearing record. On four of the ROs, the dealer's service department specifically identified the BSM as the subject of repairs. Two of the ROs specifically mention the FSCs as the subject of repairs. Consumer testified that she took the vehicle to the dealership to address the BSM on more occasions than the four ROs identifying the BSM as the subject of the repair and had taken the vehicle in for repairs on more than two occasions for the FSCs. She explained at the hearing that for every repair visit, she had identified the BSM malfunctions and FSCs as problems she wanted addressed and had discussed her concerns about these nonconformities with the dealer's service department, showing the mechanics the most recent photos taken of her dashboard displays of malfunction warnings, and showing the mileage at which each warning light had occurred. She introduced into the record approximately 50 photos she had taken over time of the dashboard displays of malfunction warnings concerning the two nonconformities, which showed the mileage at which each malfunction alert occurred. I conclude Consumer established she gave the Manufacturer at least 4 chances to repair each of the nonconformities.

Question 3

Please indicate the cumulative number of days the vehicle was out of service for all problems

26

Question 4

Was final notice given? (Yes / No / Not Applicable)

Yes

Question 5

Please identify the mileage on the vehicle at the time of the hearing/inspection:

30,600

Repurchase Form - Lemon Law Yes or No - Owned Form

Question 1

Vehicle (Year, Make, Model):

2023 Mazda CX-5

Question 2 - The repurchase will be under:

The Lemon Law - mark with x if this is a lemon law award

X

Question 2 a

Not Under the Lemon Law - mark with X here if this is a non-lemon law award

n/a

The manufacturer shall repurchase the above ("vehicle") owned by the customer within 30 days after the manufacturer's receipt of the customer's acceptance of this decision, in accordance with the provisions of the applicable manufacturer Program Summary that set out the remedies to be included in a repurchase award:

Question 3 - The following shall be deducted from the amounts paid by the manufacturer:

If any amount is to be paid by the consumer for the consumer's use of the vehicle, please provide a dollar amount or formula (being certain to reference the mileage used) for the Reasonable Allowance for Use:

I conclude the Manufacturer may deduct a Reasonable Use Allowance,. The Consumer first reported the nonconformities to the dealer when the vehicle reached 400 miles. The vehicle's mileage had reached about 30,600 at the time of the hearing, and the nonconformities continued to exist unrepaired at that time. Standard 2-part TX lemon formula to be applied.

Instructions to the parties: The Manufacturer may deduct for any damage beyond normal wear and tear that is not caused by a vehicle nonconformity and that is not repaired by the customer prior to the completion of this transaction. The manufacturer shall provide the customer with a written statement of all amounts that will be paid under this decision. If there is a dispute as to any amounts that should be paid by the manufacturer, the customer may submit a written request to BBB AUTO LINE asking that the arbitrator resolve the dispute. BBB AUTO LINE must receive the customer's request no later than 10 days after the customer receives the manufacturer's statement of amounts that will be paid. The arbitrator's resolution of the dispute will be provided to the parties in the form of a decision that the customer may accept or reject, and a rejection will be considered to be a rejection of this repurchase decision. The manufacturer's time for performance under this decision shall be extended by the number of days it takes to resolve the dispute submitted by the customer as to any amounts that should be paid by the manufacturer. At the time of repurchase, the customer will be responsible for turning over the vehicle and providing clear title to the manufacturer. The vehicle shall have a current registration and be in a similar condition as it was at the time of the hearing, allowing for normal usage. The customer must also comply with all additional requirements in the section of the manufacturer Program Summary that sets out customer responsibilities if a repurchase is awarded. If there is a lienholder, payment of any amounts due shall be made by the manufacturer to the customer and the lienholder as their respective interests appear on the records of ownership. The manufacturer shall contact the customer to arrange a mutually agreeable location for the repurchase transaction.