OFFICE OF THE ATTORNEY GENERAL
FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD

QUARTERLY CASE SUMMARIES

April 2005 - June 2005 (2nd Quarter)

JURISDICTION:

Motor Vehicle §681.102(15), F.S.

Barcenas v. Ford Motor Company, 2005-0202/MIA (Fla. NMVAB April 26, 2005).

The Manufacturer contended this case should be dismissed because the gross vehicle weight of the truck exceeded 10,000 pounds. In support, the Manufacturer presented the Certificate of Registration for the vehicle, which declared the gross vehicle weight as 11,500 pounds. The Consumer presented documentation that, when empty, the "gross weight" of the vehicle was 7,100 pounds. The Consumer had the vehicle weighed with himself and the typical load he carried in the vehicle, and the gross weight then was 7,380 pounds. The Board found more persuasive the gross vehicle weight declared on the Certificate of Registration, and dismissed the case.

NONCONFORMITY 681.102(16), F.S.. (2005)

Shaw v. Ford Motor Company, 2005-0208/FTL (Fla. NMVAB April 14, 2005)

The Consumer complained of a strong mildew odor, that was most noticeable with the air conditioning unit in use. The Consumer also testified that the mildew odor irritated her eyes and caused her children to complain about the harsh odor when the air conditioning was running. The Manufacturer argued that the problem complained of was not a nonconformity because the smell of mildew was undetectable at the final repair attempt. The Board concluded that the mildew odor problem complained of by the Consumer substantially impaired the use and value of the vehicle, and granted a refund to the Consumer.

Alvarez v. Ford Motor Company, 2005-0194/MIA (Fla. NMVAB April 19, 2005).

The Consumer presented his vehicle to the Manufacturer's authorized service agent for repair of a "rattling" or "clunking" noise coming from the rear of the vehicle on three occasions. At the first repair a "part" was special ordered; at the second repair the clutch pack was replaced, and at the third repair the vehicle was road tested and the noise was heard, but when the suspension was inspected it was determined there was no problem and no repairs were made. Nor were any repairs made at the final repair attempt. During the hearing, the vehicle was taken for a 15-mile

test drive. A clunking or clanging noise was heard several times during the test drive. The Board concluded the rattling or clunking noise was a condition that impaired the use, value and safety of the vehicle, and awarded a refund.

Clark v. Ford Motor Company, 2005-0310/JAX (Fla. NMVAB May 19, 2005).

The Consumer complained of a vibration or shimmy that was felt through the frame of his truck when it was driven at highway speeds between 45-60 miles per hour. The Consumer bought the truck with a trailer hitch installed for the purpose of towing his small tractor. He noticed the vibration the first time he drove the vehicle after taking delivery, and the vibration/shimmy was even more intense when the truck pulled the small trailer loaded with the small tractor. Because of the vibration/shimmy, the Consumer only used the truck to tow the trailer and tractor three times since purchasing the vehicle. The repairs made by the Manufacturer's authorized service agent included: balancing all four tires; replacement of the rear axle assembly; and replacement of the truck cab mounts and drive shaft. The Consumer noticed no change in the vibration, and sent the Manufacturer written notification to give the Manufacturer a final opportunity to correct the vibration/shimmy defect. During the three-day final repair attempt, the vehicle was test driven, but no work was performed because the Manufacturer believed the vibration was not "abnormal." The Board test drove the vehicle during the hearing, and a very distinct vibration or shake was felt when the truck was driven at speeds between 53-55 miles per hour. The Board found that although the Manufacturer made serious attempts to correct the defect by replacing major vehicle components, the condition was not changed, and it constituted a nonconformity. The Board awarded a refund to the Consumer.

Weis v. Ford Motor Company, 2005-0175/PEN (Fla. NMVAB May 3, 2005).

The Consumers complained that when the brake pedal was depressed to bring the vehicle to a stop, intermittently, the engine unexpectedly revved up to 3,000 rpms and the vehicle accelerated forward. According to Mr. Weis, this happened approximately 17 times between November 5, 2004, and February 22, 2005, with it last occurring on April 22, 2005. Mrs. Weis testified that one time when she was riding as a passenger in the truck, she had to grab the hand rail above the seat because of the acceleration forward. She initially thought the truck had been hit from behind by another vehicle. As a result, she refused to drive the truck. Each time the vehicle was brought in for repair, the Manufacturer's authorized service agent was not able to duplicate the intermittent problem. The Manufacturer's witness testified Ford engineering advised his dealership nothing could be done to address the Consumers' complaint without "conclusive evidence" of a problem with the transmission or engine. The Board found the Consumers' testimony was credible, and concluded the above-described problem constituted a nonconformity within the meaning of the statute. The Consumers were awarded a refund.

Mashraghi v.Ttoyota Motor Sales, U.S.A., 2005-0350/WPB (Fla. NMVAB June 23, 2005).

The Consumer complained that the transmission intermittently hesitated or delayed on shifting and on acceleration. Wen the vehicle was driven at low speeds and the gas pedal was depressed,

the vehicle hesitated and then "jumped" or "jerked" forward, according to the Consumer. When he accelerated while driving at higher speeds, he could hear the engine revving and could feel a stronger "kick" or "jerk" when the vehicle finally shifts into gear. The Consumer's wife testified when the vehicle finally did accelerate, it did so with such force it made her head jerk. At the final repair attempt, the push rod on the master cylinder was adjusted, and the power steering return hose was replaced; however, this did not correct the defect. At the hearing, the Manufacturer's witness testified the Engine Control Module was updated pursuant to a technical service bulletin, to "enhance" shifting, that is, make shifting "softer." The Manufacturer's witness acknowledged the condition existed, but said the brief delay was a "characteristic" of the shifting in this vehicle, and it was not "abnormal." The Board performed a 12-mile test drive, during which a slight hesitation then jerk upon acceleration was experienced. The jerk was harsher when the vehicle was shifting into fourth gear. The Board concluded the intermittent hesitation/delay upon acceleration was a defect or condition that impaired the use, value and safety of the vehicle, and awarded a refund to the Consumer.

REASONABLE NUMBER OF ATTEMPTS §681.104, F.S.:

What Constitutes a Reasonable Number of Attempts §681.104, F.S.; §681.1095(8), F.S.

Jackson v. Mazda Motor of America, Inc., 2005-0361/JAX (Fla. NMVAB May 20, 2005).

The Consumers complained the vehicle had a severe pull to the right. After four repair attempts, the Consumers sent written notification to the Manufacturer to give the Manufacturer a final opportunity to correct the pull to the right. At the final repair attempt, the Manufacturer's representative test drove the vehicle and authorized replacement of all four tires, after which the vehicle was aligned. Although the severe pull to the right did not continue to exist after the final repair attempt, the Consumers believed the severe pull to the right would return and so filed a request for arbitration. At the hearing, the Manufacturer argued the pulling problem was corrected at the final repair attempt, and any "drift" to the right currently being experienced was the vehicle following the crown of the road. The Board test drove the vehicle during the hearing; the vehicle was easy to control and drifted with the road crown. The case was dismissed.

Ashourian v. BMW of North America, LLC, 2005-0370/JAX (Fla. NMVAB June 10, 2005).

The Consumer complained the "Service Engine Soon" (SES) warning light illuminated intermittently. After three repair attempts, the Manufacturer was accorded a final repair. The Consumer testified the SES light had not illuminated since the final repair. The Board concluded the illumination of the SES light was a substantial defect, but that it was corrected at the final repair attempt. The Consumer also complained that, intermittently, after driving the vehicle on the highway, when it was stopped at a traffic light, the engine rpm's dropped and the car would "shake" and feel like the engine was going to shut off. He was told to use a different brand of gasoline, and he did, but he still was experiencing the problem. This problem was presented for repair once before the final repair attempt, when it could not be duplicated, and at the final

repair, when it was duplicated and the recommendation to change fuel brands was made. A majority of the Board concluded that the Manufacturer had not yet been accorded a reasonable number of attempts to diagnose and repair the complaint as of the time of the hearing. The case was dismissed.

Final Repair Attempt §681.104(1)(a), F.S.; §§681.104(1)(a), 681.104(3)(a)1., F.S.

Branson v. Volkswagen of America, Inc., 2005-0234/STP (Fla. NMVAB April 27, 2005). The Consumer complained there were several occasions when the transmission would not shift out of park gear or would be hard to shift. The Consumer also complained of an electrical condition which was evidenced by headlights failing, the gas gauge fluctuating when the engine was idling, the airbag warning light coming on, the "check engine" warning light coming on, and frequent failures of the instrument cluster that resulted in engine failure. The vehicle was presented to the Manufacturer's authorized service agent for repair of the transmission on February 3, 2003, October 19, 2004, and April 26, 2005. The vehicle was presented for repair of the electrical condition on December 10, 2003, July 12, 2004, September 15, 2004, January 10, 2005, January 12, 2005, February 4, 2005, February 9, 2005, February 17, 2005, and April 21, 2005. As of the date of the hearing, the vehicle was again at a Volkswagen service facility after having been towed in because the transmission would not shift out of park gear. On October 1, 2004, the Consumer sent written notification to the Manufacturer to provide the Manufacturer with a final opportunity to repair the vehicle. The Manufacturer failed to respond to this notification. The Consumer sent a second notification to the Manufacturer that was received in January 2005. The Manufacturer responded to the second notification by letter, stating it would "repair any current demonstrable defect from manufacture under the terms of an applicable warranty, but that the vehicle was "ineligible for Florida Lemon Law guidelines." There was no final repair attempt by the Manufacturer. At the hearing, the Manufacturer argued all the Consumer's "concerns" were repaired after at least two attempts. The Board found that the Manufacturer twice chose to decline the opportunity for a final repair attempt, and that the Manufacturer failed to correct the nonconformities after a reasonable number of attempts. The Consumer was awarded a refund.

Days Out of Service & Post-Notice Opportunity to Inspect or Repair§681.104(1)(b), F.S.; §681.104(3)(b)1., F.S.

Toledo v. Mercedes-Benz, 2005-0148/MIA (Fla. NMVAB April 12, 2005).

The vehicle was out of service by reason of repair of the engine vibrating and hesitating at idle for 30 days prior to the Manufacturer's opportunity to inspect or repair, and out of service for an additional seven days during the Manufacturer's post-notice repair opportunity. At the hearing, the Manufacturer's witness testified the problem was fixed during the post-notice repair, when carbon deposits were detected on the spark plugs, and top engine cleaner was applied, and the spark plugs were replaced. The vehicle was taken for a test drive, but carbon deposits appeared again, so engine cleaner was reapplied and the spark plugs were replaced for a second time. The Board concluded the engine vibration and hesitation at idle was a defect that substantially

impaired the use, value and safety of the vehicle, and constituted a nonconformity that required the vehicle to be out of service by reason of repair for more than 30 cumulative days. The Board further concluded that, whether the nonconformity was corrected was not relevant to the application of the days-out-of-service presumption, since it is the time out of service for repair, and not the inability to cure, that controls.

What Constitutes Written Notification Under §681.104(1)(a), F.S.; §681.104(1)(b), F.S.

Manfre v. DaimlerChrysler Motors Corporation, 2005-0296/ORL (Fla. NMVAB May 19, 2005).

The law firm of Krohn & Moss, as counsel for the Consumer, sent a letter dated February 17, 2005, addressed to 'DaimlerChrysler Corporation, ATTN: Legal Department...." The Manufacturer's representative stipulated the letter was received by the Manufacturer's legal department, which treated it as a threat to institute a lawsuit. The Manufacturer did not direct the Consumer to a repair facility for a final repair attempt. The Consumer, through counsel, filed a Request for Arbitration. At the hearing, the Manufacturer argued it was not afforded an opportunity to cure the alleged defect because the February 17, 2005, letter did not constitute written notice pursuant to Section 681.104(1), in that the letter was not mailed to the address provided in the vehicle's warranty manual, and the intent of the letter was to advise the Manufacturer's legal department about a claim of revocation, the requirement that attorney's fees be paid, and that a lawsuit would be filed if the matter was not resolved within 14 days. A majority of the Board concluded the letter dated February 17, 2005, from Consumer's counsel to the legal department of the Manufacturer did not put the Manufacturer on notice of a final repair opportunity as required by the language in the statute. The case was dismissed.

Dwellely v. General Motors Corporation, 2005-0258/TPA (Fla. NMVAB May 9, 2005).

In September 2004, the Consumer wrote a letter to the Manufacturer complaining about the failure of various gauges and warning lights on the vehicle's dashboard. Subsequently, on January 21, 2005, the Manufacturer received from the Consumer a copy of the September 2004 letter, along with a copy of the Request for Arbitration the Consumer was filing with the Division of Consumer Services. The Manufacturer argued that the September 2004 letter, which did not mention the "Lemon "Law" or a "final repair attempt," did not put the Manufacturer on notice that the Consumer was attempting to assert his Lemon Law rights. A majority of the Board agreed and found the Consumer failed to provide the required written notification to the Manufacturer. The case was dismissed.

MANUFACTURER AFFIRMATIVE DEFENSES §681.104(4), F.S.

Defect does not substantially impair use, value or safety of vehicle §681.104(4)(a), F.S.

Wealcatch v. Mercedes-Benz, USA, Inc., 2005-0233/FTL (Fla. NMVAB April 27, 2005)

The Consumer complains that the vehicle pulled to the right when driven at speeds of 15 to 20 miles per hour and above, and that the position of the steering wheel was "off-kilter." The Consumer testified that he was constantly compensating for the pulling problem while driving, which presented a possible safety hazard; hoever, he acknowledged that he was able to control the vehicle. The Manufacturer contended that technicians were never able to verify the pulling complaint over the course of repair attempts and that, during a series of test drives, the vehicle followed the normal crown of the road. The Manufacturer also contended that the vehicle's tires did not display any uneven wear, which the Manufacturer asserted could be an indication of a steering or an alignment problem. The Board test drove the vehicle and found that the steering wheel was sensitive but did not display any variation. The Board concluded that there was no nonconformity, consequently, the case was dismissed.

Accident, Abuse, Neglect, Unauthorized Modification §681.104(4)(b), F.S.

Arends v. Mazda Motor of America, Inc., 2005-0314/MIA (Fla. NMVAB June 7, 2005).

The Consumers asserted the vehicle had transmission problems. Mr. Arends testified that sometimes when he shifted into third gear the transmission "locked up," and at other times the vehicle started "bugging." There were approximately 7,500 miles on the vehicle when it was brought in for the first repair of severe gear damage. The transmission shift fork, fifth gear, hub, and idler gear were replaced, the shift rods were repaired, and metal debris was removed from the transmission. It was also noted at that time that the tires were bald. Although abuse was suspected, the vehicle was repaired under warranty. At the second repair, the fourth gear was destroyed and a complete overhaul was performed on the transmission. The vehicle was again repaired under warranty, but Mr. Arends was asked to, and signed a waiver, acknowledging if the vehicle was again damaged due to abusive driving it would not be repaired under warranty. The vehicle was brought in for a third time because the differential unit had snapped in half, destroying all the gear parts. The repair order noted the transmission failure was due to abusive driving; the Consumers paid for the repairs. At the time of the hearing, the vehicle had been at the Manufacturer's authorized service agent awaiting repairs for approximately eight months. The Consumers claimed the vehicle was defective. The Manufacturer maintained the alleged defect was the result of abuse by persons other than the Manufacturer or its authorized service agent. The Manufacturer's witness testified he worked on the vehicle each time it was brought in for repairs, and such damage was indicative of someone speed-driving the vehicle; that is, revving high and shifting fast without using the clutch, causing the gear teeth to snap. The last time the vehicle was brought in for repair, six teeth on the transmission gears were completely stripped. The Board concluded the transmission failure was the result of abusive driving by persons other than the Manufacturer or its authorized service agent, and dismissed the claim.

Central Parking System v. Ford Motor Company, 2005-0424/FTM (Fla. NMVAB June 28, 2005).

The person responsible for maintenance of the Consumer's vehicle drew on his personal knowledge of general automotive maintenance and determined the vehicle's oil should be

changed every 5,000 to 7,000 miles. The first oil change was performed at 5,975 miles; the second oil change was performed at 10,892 miles, and the third oil change was performed at 16,306 miles. The oil changes were performed at an independent repair facility, and no unusual observations were recorded on the oil change receipts. The Consumer complained of engine sludge. The Manufacturer argued the vehicle was not properly maintained. The vehicle was used in conjunction with the Consumer's business of managing 158 parking meters. The Manufacturer's witness testified the manner in which the vehicle was operated, frequent short trips on local streets, was severe; thus, according to the "Special Operating Conditions" section in the owner's manual, the vehicle's oil should have been changed every 3,000 miles or three months. The Board found the engine sludge problem was the result of abuse or neglect by persons other than the Manufacturer or its authorized service agent, in the form of lack of proper maintenance, and dismissed the claim.

REFUND §681.104(2)(a)(b), F.S.:

Incidental Charges §681.102(8), F.S.

Burkhart v. Ford Motor Company, 2005-0399/FTM (Fla. NMVAB June 28, 2005).

The Consumer's vehicle completely failed on more than one occasion, causing the vehicle to be inoperable and blow oil out the rear of the vehicle, resulting in a pungent odor being present in the interior of the vehicle. The Manufacturer did not object to the Consumer being reimbursed for the following incidental charges which were a result of the nonconformity: $235.00 for towing ; $250.00 for pressure cleaning the Consumer's driveway on two occasions when oil leaked from the vehicle; $56.97 for dry cleaning to remove the odor of oil from the Consumer's clothing; and $44.42 for postage to mail written notice to the Manufacturer. However, the Manufacturer did object to the reimbursement of incidental charges of: $35.23 for certified mail expense for mailing various documents required for the hearing; $32.00 for a meal; and the Consumer's request for compensation for the depletion of frequent flyer miles. The Consumer mailed documents associated with the proceeding by certified mail, return receipt requested, because she considered it to be sound business practice to ensure all documents were received. The Manufacturer objected on the grounds the statute requires that only the written notification to the Manufacturer be mailed by certified mail. With regard to the $32.00 for the meal, the Consumer's vehicle broke down on the way home from vacation, causing the Consumer and her husband to arrive home too late to attend a previously planned dinner engagement, and they purchased a meal at a restaurant. The Manufacturer argued that expense was not reasonable. As for the frequent flyer miles, the Consumer and her husband were on vacation and on their way to Denver, Colorado, when their vehicle broke down in Virginia. The loaner vehicle provided by the Manufacturer could not be driven out of Virginia. The cost to the Consumer and her husband to book the flights on short notice would have been $2,316.60, so they used frequent flyer miles to fly to and from Denver. The Consumer sought some kind of "fair compensation" for the depletion of the frequent flyer miles. The Manufacturer objected on the grounds the value of the miles was speculative. The Board awarded reimbursement for the meal and the additional

certified postage, but denied the request for compensation for depletion of the frequent flyer miles, because the Consumer incurred no out-of-pocket expense for the airline tickets.

Ranck v. General Motors Corporation, 2005-0355/ORL (Fla. NMVAB June 7, 2005).

The Consumer complained the steering wheel vibrated or shimmied whenever the vehicle was driven at speeds above 65 miles per hour. After receiving no satisfaction from the Manufacturer and an adverse decision from the Manufacturer's certified program, the Consumer engaged the services of an expert, an ASE Certified Master technician, to evaluate the vehicle and testify at the Lemon Law arbitration hearing. The Board found for the Consumer, and the Consumer sought reimbursement of the $1,500.00 fee paid to the expert witness. The Manufacturer objected, arguing the expense was not "directly caused" by the nonconformity, and that the expert's fee was "no different" than attorney fees which are not reimbursable in arbitration under Chapter 681. A majority of the Board concluded the expert's fee was directly caused by the nonconformity, but that the $1,500.00 fee amount was not reasonable. The Board determined a reasonable charge for three hours spent preparing for the hearing was $300.00, and a reasonable charge for three hours attending and testifying at the hearing was $450.00, for a total reimbursement of $750.00 for the expert witness fee. In addition, the Board reimbursed the Consumer $77.61 in UPS expense for mailing various documents to the Manufacturer and to the Board.

Yadav v. Ford Motor Company, 2005-0354/ORL (Fla. NMVAB June 30, 2005).

During times the vehicle was at the Manufacturer's authorized service agent for repairs, the Consumers were provided a rental vehicle. However, they were charged a total of $164.86 by the rental agency for insurance for the various rental vehicles. The Board rejected the Manufacturer's argument that, because insurance on a rental vehicle is optional, it is unreasonable, and the Consumers were reimbursed the $164.86 paid for insurance on the rental vehicles as incidental charges.

Net Trade-in Allowance §681.102(19), F.S.

Silsbe v. DaimlerChrysler Motors Corporation, 2005-0406/FTM (Fla. NMVAB June 28, 2005).

The Consumers were not satisfied with the net trade-in allowance of $1,800.00 they were given for their 1995 Oldsmobile Ninety-Eight. Because of the age of the trade-in vehicle, it was not listed in the NADA Official Used Car Guide (Southeastern Edition) in effect at the time of the trade-in. The Consumers provided a copy of the NADA Official Older Used Car Guide for January through April 2005, which reflected a retail value of $4,375.00 ($4,175.00 plus $200.00 for low mileage). The Manufacturer objected to the use of the Older Used Car Guide, arguing Section 681.102(19), Florida Statutes, authorizes the use of the Southeastern Edition of the NADA Official Used Car Guide only, and thus the trade-in value in the purchase contract was controlling. The Board determined it appeared the Legislature did not contemplate the situation where, due to the age of the trade-in vehicle, it was not reflected in the Southeastern edition of

the NADA Official Used Car Guide. A majority of the Board concluded the Legislature intended to exclude other brands of published used car guides in favor of NADA publications, and that the use of the NADA Official Older Used Car Guide to determine the retail value of the trade-in vehicle carried out the legislative intent. The Consumer was awarded a refund, including a net trade-in allowance as reflected in the Older Used Car Guide.

Reasonable Offset for Use §681.102(20), F.S.

Silsbe v. DaimlerChrysler Motors Corporation, 2005-0406/FTM (Fla. NMVAB June 28, 2005).

The Consumers testified they drove about 70 miles round trip on four occasions for repairs, although they had never recorded the actual miles driven. The Manufacturer objected, arguing the Board lacked sufficient evidence of the actual miles driven in order to reduce the consumer miles by the miles driven for repairs. The Board concluded the miles driven by the Consumers to the Manufacturer's authorized service agent are miles attributable to the nonconformity and are not miles attributable to the Consumers, and while the Consumers' testimony to establish the approximate miles driven to and from the authorized service agent was objected to, it was not refuted. Consequently, the Board concluded the miles attributable to the Consumers did not include the 280 round trip miles caused by the nonconformity.

Earthwork Consultants, Inc. v. Ford Motor Company, 2005-0087/FTM (Fla. NMVAB April 7, 2005).

Immediately upon purchasing the vehicle, the Consumer noticed the vehicle had a bounce or vibration in the rear. The Consumer telephoned the Manufacturer's authorized service agent, who instructed him to drive the vehicle for 500 miles before scheduling the first repair attempt. He followed the instructions and first presented the vehicle for repair of the vibration or bounce problem when the odometer had a reading of 498 miles. The Board found the defect to be a nonconformity and awarded a refund. Over objection by the Manufacturer, the Board ruled the 498 miles were not attributable to the Consumer for the purpose of calculating the statutory reasonable offset for use.

Clark v. Ford Motor Company, 2005-0310/JAX (Fla. NMVAB May 19, 2005).

The Consumer was awarded a refund. In calculating the reasonable offset for use, the Board ruled the miles attributable to the Consumer did not include delivery miles, miles attributable to repairs, or the miles driven to the hearing.

MISCELLANEOUS PROCEDURAL ISSUES:

Request for Technical Correction of Decision, Paragraph (66), *Hearings Before the Florida New Motor Vehicle Arbitration Board*

Mangione v. Isuzu Motors America, Inc., 2005-0130/MIA (Fla. NMVAB May 3, 2005).

After the Manufacturer received the Board's decision finding the Consumer was entitled to repurchase relief, the Manufacturer requested a technical correction, arguing the $3,500.00 down payment awarded to the Consumer was not, in fact, paid by the Consumer, but was a rebate the Manufacturer gave to the dealer, and which the dealer assigned to the Consumer. The Manufacturer asked that the $3,500.00 be removed from the refund awarded to the Consumer. The Consumer objected. The Board considered the following: the purchase order/bill of sale for the vehicle that was in the file and utilized during the hearing, indicated the Consumer made a down payment of $3,500.00. There was no reference to a rebate in the record. The Manufacturer's representative at the hearing did not contest or question the fact that the Consumer had made the down payment, or otherwise testify that the transaction involved any rebate. The request for technical correction of the decision was denied.

Failure to appear at a hearing, Paragraphs (32)-(35), ***Hearings Before the Florida New Motor Vehicle Arbitration Board***

Curry v. Ford Motor Company, 2005-0118/FTL (Fa. NMVAB May 4, 2005)

The Consumer did not appear at the hearing. The Notice of Hearing was mailed to the last known address of the Consumer. The Consumer did not notify the Board Administrator of a subsequent change of address or inability to attend the hearing on the scheduled date. After waiting 30 minutes from the scheduled time of the hearing, the case was dismissed, with prejudice in accordance with Paragraph (33), *Hearings Before the Florida New Motor Vehicle Arbitration Board*.