

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 14-0162 CAF**

CAROL KEETON and STANLEY KEETON,	§	BEFORE THE OFFICE
	§	
Complainants	§	
	§	
v.	§	OF
	§	
KIA MOTORS AMERICA, INC.,	§	ADMINISTRATIVE HEARINGS
Respondent		

DECISION AND ORDER

Carol Keeton and Stanley Keeton (Complainants) seek relief pursuant to Texas Occupations Code §§ 2301.601-.613 (Lemon Law) for an alleged defect in their 2012 Kia Sorento LX. Complainants allege that, intermittently and unpredictably, the vehicle hesitates upon acceleration from a full stop, and then lurches forward after a second or two. Kia Motors America, Inc. (Respondent) argues that repeated and detailed inspections revealed no evidence of a defect in the vehicle, and suggests the problem is most likely caused by the driver simultaneously depressing the brake and gas pedals. The hearings examiner finds that Complainants proved by a preponderance of the evidence that a condition creating a serious safety hazard exists, and orders Respondent to repurchase Complainants' vehicle.

I. PROCEDURAL HISTORY, NOTICE AND JURISDICTION

There are no contested issues of jurisdiction or notice. Those issues are addressed in the Findings of Fact and Conclusions of Law without further discussion here.

The hearing convened before Hearings Examiner James D. Arbogast on April 25, 2014 at the Texas Department of Transportation District Office in San Antonio, Texas. Complainants represented themselves, and provided testimony along with their daughter, Heather Edwards. Representing Respondent was Stormy Childery, Respondent's district parts and service manager, who provided testimony along with Richard Peralta, field technical representative for Respondent, and Matt Alexander, service manager for the dealer, World Car Mazda-Kia of New Braunfels (World Car).

The record closed at the conclusion of the hearing on April 25, 2014.

II. APPLICABLE LAW

The Lemon Law provides administrative remedies for a consumer whose vehicle cannot be made to conform to an applicable express warranty. Tex. Occ. Code §§ 2301.601-.613. If the manufacturer of the vehicle “is unable to conform a motor vehicle to an applicable express warranty by repairing or correcting a defect or condition that creates a serious safety hazard or substantially impairs the use or market value after a reasonable number of attempts,” the manufacturer shall reimburse the owner for reasonable incidental costs resulting from the loss of use of the motor vehicle, and either replace the motor vehicle with a comparable motor vehicle, or repurchase the vehicle less a reasonable allowance for the owner’s use of the vehicle. Tex. Occ. Code § 2301.604. An impairment of market value is “a substantial loss in market value caused by a defect specific to a motor vehicle.” Tex. Occ. Code § 2301.601(1). A serious safety hazard is “a life-threatening malfunction or nonconformity that: (A) substantially impedes a person’s ability to control or operate a motor vehicle for ordinary use or intended purposes; or (B) creates a substantial risk of fire or explosion.” Tex. Occ. Code § 2301.601(4).

To obtain relief under the Lemon Law, the owner of the vehicle must give written notice of the alleged defect or nonconformity to the manufacturer, and the manufacturer must be “given an opportunity to cure the alleged defect or nonconformity.” Tex. Occ. Code § 2301.606(c).

III. DISCUSSION

A. Documentary Evidence

Complainants presented (1) the February 10, 2012 Motor Vehicle Retail Installment Sales Contract; (2) a February 10, 2012 Lifetime Powertrain Limited Warranty; (3) a March 13, 2013 Enterprise car rental receipt; (4) the February 3, 2014 Lemon Law Complaint Form; (5) Complainants’ January 27, 2014 written notice to Respondent of the alleged defect; (6) Respondent’s February 10, 2014 letter to Complainants scheduling an inspection of the vehicle on February 13, 2014; and (7) Respondent’s March 19, 2014 letter to the Texas Department of Motor Vehicles describing the vehicle repair visits. These exhibits were admitted into the record without objection.

Complainants also offered a webpage printout from “justanswer.com,” in which several commenters described an acceleration hesitation issue similar to that described by the Complainants. Respondent objected, in part, because the discussion centered on a six-cylinder Kia Sorento EX, and not a four-cylinder Sorento LX model such as that owned by Complainants. Because of the hearsay nature of this exhibit and its lack of probative value, the objection is sustained.

Both parties offered service invoices from World Car, which showed that the vehicle was brought in for service related to the acceleration hesitation issue on at least the following seven dates: March 29, 2012; September 21, 2012; March 12-14, 2013; August 26-29, 2013; January 2, 2014; January 13, 2014 and February 13, 2014.¹ All of these service invoices were admitted in evidence without objection.

Respondent also presented a one page service bulletin from 2010 discussing “smart pedal” technology, a safety feature described as follows:

In cases where both brake and accelerator “applied” signals are detected at the same time and for longer than the minimum threshold, the “smart pedal” will be activated and the system will “override” the accelerator pedal input and revert the engine throttle/RPM to an “idle” status. Once the brake pedal is released, the system will resume normal operation.

While most consumers will never be aware of the system’s continuous monitoring, others may initially experience the system’s override and may have to adapt their driving style. In particular, drivers who use both feet or those who intermittently apply the brakes with one foot while still depressing the accelerator pedal with the other may not realize that the system is designed to intervene under those circumstances and instead may perceive the resulting condition (ECM returning to throttle/RPM to idle) as a hesitation or delay etc.

This exhibit was admitted into the record without objection.

B. Summary of Evidence and Arguments

Complainants purchased the 2012 Kia Sorento LX from World Car on February 10, 2012, with mileage of 45 at the time of delivery. The vehicle was covered by a 60 month, 60,000 mile basic warranty and a 120 month, 100,000 mile limited powertrain warranty. The mileage was 17,700 on the date of the hearing. There is no dispute that if the defect alleged by Complainants exists, it would be covered by Respondent’s warranty.

Complainant Carol Keeton is the primary driver of this vehicle. Ms. Keeton described the alleged defect as a hesitation that sometimes occurs when she attempts to accelerate from a full stop. After a second or two of this hesitation, the vehicle jerks forward. Ms. Keeton testified that while this

¹ Complainants also offered a service invoice from World Car dated May 18, 2012, which describes an oil and filter change but not any attempts to address the hesitation issue. Complainant Carol Keeton testified this service visit, including the oil change, also represented an attempt to address the alleged defect.

hesitation occurs only intermittently, the problem materialized almost as soon as she took delivery of the vehicle. She followed the dealer's suggestions to try to resolve the problem, such as ensuring that the proper fuel was used, to no avail. Ms. Keeton stated that because of the alleged defect, she believes the vehicle is unsafe when entering highways from a stop. She avoids highways and uses back roads where possible, and feels uncomfortable in unfamiliar areas where sudden acceleration from a stop may be necessary to join traffic. Ms. Keeton said that because of the alleged defect, she will not let her grandchildren travel in the vehicle. According to Ms. Keeton, as of the date of hearing, the problem has not been resolved.

Ms. Keeton's daughter, Heather Edwards, testified that she is an occasional driver of the vehicle and has experienced hesitation upon acceleration from stop at least three times as the driver, and at least six times as a passenger, with the most recent occurrence during the week prior to the hearing. Ms. Edwards stated that the problem would occur when the vehicle is at a stop and the gas pedal is depressed for acceleration, such as accelerating from a stop sign or when trying to enter a busy highway. Ms. Edwards described the experience as unexpectedly getting no response when attempting to accelerate, after which the vehicle lunges forward. She testified that the alleged defect is particularly "scary" because it is unpredictable, with the driver expecting rapid acceleration from a stop to safely enter traffic but instead experiencing delay.

Complainant Stanley Keeton testified that he is not a frequent driver of the vehicle, but hesitation upon acceleration from stop has happened at least once while he was driving the vehicle, and twice when he was a passenger, with the most recent occurrence during the week prior to the hearing. Like Ms. Keeton and Ms. Edwards, he described the experience as an unpredictable and unexpected hesitation when the driver attempts to accelerate from stop, followed by a sudden lurch forward.

Respondent's witnesses described extensive and repeated efforts undertaken by Respondent and World Car to reproduce, diagnose, and fix the problem, attempts well documented by the service invoices in evidence.

World Car's March 29, 2012 invoice, created less than two months after purchase when the vehicle had a mileage of 836, documents that "customer states intermittently when trying to accelerate from a stop, vehicle will not accelerate," and notes that the dealer "could not duplicate customer concern."²

World Car's September 21, 2012 invoice, reflecting the vehicle's mileage of 5,329, describes the following concerns and diagnostic testing:

Customer requests vehicle inspection due to poor gas mileage. Check and advise. Test drove vehicle and performed full inspection. Upon test drive was unable to duplicate

² For clarity, quotes from the invoices correct some spelling and grammatical errors.

any abnormal hesitation while driving at any speeds. Verified no fault codes are currently stored in the system. . . . Verified all systems are currently operating as designed.

Attached to the September 21, 2012 invoice is a printout from the vehicle's global diagnostic system. Richard Peralta, Respondent's field technical representative, explained that when there is a malfunction in the main systems of a vehicle, the global diagnostic system will detect the problem and store an error code. Mr. Peralta testified that in the case of the intermittent defect alleged by Complainants, he would expect to see error codes related to the accelerator position sensor on the gas pedal, or the electronic throttle position sensor on the throttle body attached to the engine. If there was an issue with the position of the gas pedal not corresponding to the position of the electronic throttle, Mr. Peralta testified, the sensors should detect and store the discrepancy as an error or fault code in the diagnostic system. However, the diagnostic printout attached to this invoice states that no error codes were detected.

World Car's March 14, 2013 invoice, reflecting the vehicle's mileage of 8,762, documents extensive efforts over three days to identify and resolve the problem:

Customer states that the vehicle hesitates upon acceleration. Customer related the concern to driving with a manual transmission and the clutch slipping when trying to accelerate. Customer is unsure if the RPMs raise when concern is active. . . . Test drove vehicle and performed full vehicle diagnostic check and inspection. Upon multiple test drives was unable to duplicate any abnormal drivability issues. Upon diagnostic check verified no fault codes are currently stored in the system. Verified that all sensors and values are within spec and the transmission shows to be currently operating as designed. . . . Test drove with customer over 25 minute period of customer driving and could not duplicate concern. Performed multiple types of driving conditions, turn vehicle on and off and could not duplicate. Provided customer with rental while further trying to duplicate. . . .

DPSM [*i.e.*, Mr. Childery, Respondent's district parts and service manager] came and drove vehicle on 03/14/13 for 18 miles to undertake abrupt and smooth takeoffs. Performed in traffic driving and acceleration. Acceleration in and out of turns and on freeway. DPSM noted no abnormal drive concerns and states vehicle is operating under manufacturer specifications. Vehicle to be returned to customer with no malfunction or drive concern occurring at this time.

The diagnostic printout generated for the March 14, 2013 service visit also shows that no error codes were found.

The August 29, 2013 invoice, reflecting vehicle mileage of 10,753, documents another failed attempt over a three day period to identify or recreate the defect alleged by Complainants:

Customer is experiencing hesitation while accelerating. Customer states vehicle died while accelerating. No check engine lights and car immediately started again. . . . Test drove the vehicle and performed full diagnostic check. Upon multiple test drives was unable to duplicate any abnormal drivability issues. Verified that no fault codes are currently stored in the system and the vehicle is currently operating as designed.

Again, the diagnostic printout attached to the August 29, 2013 invoice documents that no error codes were found.

World Car's January 2, 2014 invoice documents another thorough test and inspection of the vehicle similar to the earlier service visits. Once again, the dealer failed to duplicate or identify a problem, and the vehicle's global diagnostic system revealed no stored error codes.

Finally, on January 13, 2014, the vehicle was brought in for the installation of a high resolution data logger, referred to as a "flight recorder." The data logger is capable of recording thousands of vehicle operation parameters and can track changes in recorded values over milliseconds. The data logger was on the vehicle for a full month and over 600 miles of travel. However, Ms. Keeton testified that the alleged defect did not manifest when the data logger was installed on the vehicle. The data logger was removed on February 13, 2014, and the service invoice from that date states:

Customer is returning for flight recorder removal. Vehicle will be test driven with a technician and scanned for DTCs [*i.e.*, diagnostic trouble codes]. Customer states that while driving and slightly applying the brake to come to a stop, customer will then apply the accelerator to accelerate. At this time, vehicle will hesitate. A technician test drove with customer approx. 8 miles. Unable to duplicate the customer concern at this time. Customer verbally stated since flight recorder was installed they had not duplicated the concern. Removed flight recorder and scanned for DTCs. There are no DTCs in the system at this time.

In light of the repeated failed attempts to reproduce the alleged defect, and the fact that the alleged defect has never manifested itself in the diagnostic codes, Mr. Childery testified that he believes the most likely cause of the issue is related to the vehicle's "smart pedal" system. In a smart pedal system, he explained, activation of the brake pedal will override any input from the throttle and revert the engine to an idle status. Mr. Childery suggested the Complainants' hesitation issue is due to "double pedaling," or an unintended and inadvertent activation of the brake pedal at the same time the driver is

intentionally depressing the gas pedal to achieve acceleration. "Double pedaling" would lead to hesitation upon acceleration followed by the lurch forward described by Complainants, according to Mr. Childery. This testimony referenced the 2010 bulletin describing "smart pedal" technology, excerpted above.

However, all three of Complainants' witnesses denied "double pedaling" at any time, including those times when the problem manifested. For his part, Mr. Childery testified that he did not see Ms. Keeton "double pedal" during any of the several test drives on which he accompanied her during the attempts to diagnose the problem.

C. Analysis

Under the Lemon Law, Complainants bear 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.

Complainants' three witnesses credibly testified that on numerous occasions, the vehicle hesitated when the driver attempted to accelerate from a full stop. This testimony was fully consistent with, and documented by, descriptions of the customer's complaints of hesitation upon acceleration in the service invoices described above, dating from shortly after the purchase of the vehicle to two months before the hearing.

These witnesses also credibly testified that this condition created a serious safety hazard. A vehicle that does not accelerate from stop in a predictable manner creates obvious safety issues when the driver is trying to correctly time acceleration to safely enter busy or high speed traffic. The intermittent nature of the condition increases the safety risk, as the delay is not a consistent variable that may be accounted for by changing driving habits, but instead appears unexpectedly and unpredictably. When the condition unexpectedly appears, the driver is "flustered," as Ms. Keeton testified, distracting the driver and further increasing the safety risk. Complainants therefore met their burden of proof to establish a warrantable and existing defect or condition that creates a serious safety hazard.

In addition, a complainant must establish that a reasonable number of attempts have been made to conform the motor vehicle to the warranty. The number and timing of service visits for the vehicle are more than enough to establish the presumption that a reasonable number of attempts were made to conform the vehicle to the warranty. Tex. Occ. Code § 2301.605. The record also establishes that Complainants provided written notice of the defect to Respondent, and Respondent was given the opportunity to inspect the vehicle and attempt to cure the defect on February 13, 2014. Tex. Occ. Code § 2301.606.

The record leaves no question that Respondent and World Car did their best to replicate and diagnose the defect identified by Complainants, and Complainants do not fault Respondent's efforts and willingness to identify and remedy the problem, if possible. The failure of the defect to manifest during the service visits or to trigger diagnostic error codes was likely as frustrating for Respondent as it was for Complainants.

Respondent points to the lack of any diagnostic error codes evidencing the defect, as well as the "double pedaling" theory, to present a plausible scenario where the hesitation upon acceleration from stop was not caused by a defective condition, but by the way the driver manipulates the brake and gas pedals. However, Respondent did not establish that the "double pedaling" theory is the only explanation, or the most likely explanation, for the condition described by Complainants. Ms. Keeton, Mr. Keeton, and Ms. Edwards all firmly and credibly denied engaging in "double pedaling" when the condition manifested, or at any other time. It may well be that the "smart pedal" technology is somehow involved, as an electrical or mechanical problem, in the as-yet undiagnosed cause of the defect. However, there is no evidence that the defect was actually caused by "double pedaling," or any other driving behavior.

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. Tex. Occ. Code § 2301.604. Based on the evidence and the arguments presented, the hearings examiner finds that a repurchase is the appropriate remedy in this case.

Finally, Complainants may be entitled to reasonable incidental costs resulting from loss of use of the motor vehicle because of the nonconformity or defect, if verified through receipts or similar written documents. Tex. Occ. Code § 2301.606; 43 Tex. Admin. Code §215.209. The only evidence of incidental expenses in this case was a receipt for a rental car during one of the service stops, but the cost for that rental was borne by the dealer and not by Complainants. Therefore, Complainants did not establish that they are entitled to reimbursement for any incidental expenses.

FINDINGS OF FACT

1. Carol Keeton and Stanley Keeton (Complainants) purchased a new 2012 Kia Sorento LX on February 10, 2012 from World Car Mazda-Kia of New Braunfels, Texas (World Car), with mileage of 45 at the time of delivery.
2. The manufacturer of the vehicle, Kia Motors America, Inc. (Respondent) issued a 60 month/60,000 mile basic warranty and a 120 month/100,000 mile limited powertrain warranty for original owners against defects in materials and workmanship.

3. Shortly after purchase of the vehicle, Complainants noticed that the vehicle intermittently and unpredictably hesitated upon acceleration from a full stop, and then lurched forward.
4. The defect in Complainants' vehicle has continued to occur intermittently and unpredictably, most recently during the week prior to hearing.
5. The vehicle was serviced at World Car regarding Complainant's issue with the hesitation upon acceleration on at least the following dates:
 - a. March 29, 2012 at 836 miles;
 - b. September 21, 2012 at 5,329 miles;
 - c. March 12-14, 2013 at 8,762 miles;
 - d. August 26-29, 2013 at 10,753 miles;
 - e. January 2, 2014 at 14,789 miles;
 - f. January 13, 2014 at 14,983 miles; and
 - g. February 13, 2014 at 15,660 miles.

For purposes of calculating the repurchase price, the March 29, 2012 service visit is deemed to be the date on which the defect was first reported.

6. World Car or Respondent was unable to identify or duplicate the defect during any service visit, despite repetitive scanning of the vehicle's diagnostic system for evidence of a defective condition related to the accelerator position sensor on the gas pedal, or the electronic throttle position sensor on the throttle body attached to the engine. A high resolution data logger, or "flight recorder," installed on the vehicle from January 13, 2014 to February 13, 2014, also failed to manifest the defective condition reported by Complainants.
7. The vehicle's hesitation upon acceleration creates a serious safety hazard. The vehicle's failure to accelerate from stop in a predictable manner prevents the driver from correctly timing acceleration to safely enter busy or high speed traffic, and because the defect is intermittent in nature, a change in driving habits cannot remedy the issue.
8. Complainants provided written notice of the condition to Respondent on January 27, 2014.
9. Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles on February 3, 2014, seeking repurchase or replacement of the 2012 Kia Sorento LX.

10. Respondent inspected the vehicle on multiple occasions, most recently on February 13, 2014. Respondent was given the opportunity to repair the vehicle, but was unable to detect or cure the defect described in Finding of Fact No. 3.
11. On April 8, 2014, the Office of Administrative Hearings issued a notice of hearing to Complainants and Respondent. The notice stated the time, place and nature of the hearing, legal authority and jurisdiction under which the hearing was to be held, statutes and rules involved, and matters asserted.
12. The hearing convened before Hearings Examiner James D. Arbogast on April 25, 2014 at the Texas Department of Transportation District Office in San Antonio, Texas. Complainants represented themselves. Respondent appeared and was represented by Stormy Childery, Respondent's district parts and service manager. The record closed at the conclusion of the hearing, on April 25, 2014.
13. A warrantable defect or condition which creates a serious safety hazard exists in Complainants' vehicle, in the form of an intermittent and unpredictable hesitation upon acceleration from a full stop, followed one or two seconds later by a lurch forward.
14. The appropriate calculations for repurchase are:

Purchase price, plus tax, title, fees, add-on accessories, less rebate, if any						\$27,526.29
Mileage at first report of defective condition			836			
Less mileage at delivery			<u>-45</u>			
Unimpaired miles			791			
Mileage on hearing date			17,700			
Less mileage at first report of defective condition			<u>-836</u>			
Impaired miles			16,864			
Reasonable Allowance for Use Calculations:						
Unimpaired miles			<u>791</u>			
	120,000	X			\$27,526.29	= \$181.44
Impaired miles			<u>16,864</u>			
	120,000	X			\$27,526.29	X .5 = <u>\$1,934.18</u>
Total reasonable allowance for use deduction:						<u>\$2,115.62</u>
Purchase price, including tax, title, license and registration					\$27,526.29	
Less reasonable allowance for use deduction					<u>-\$2,115.62</u>	
Plus filing fee refund					<u>\$35.00</u>	
TOTAL REPURCHASE AMOUNT					\$25,445.67	

15. At the time of the hearing, the vehicle's mileage was 17,700.

CONCLUSIONS OF LAW

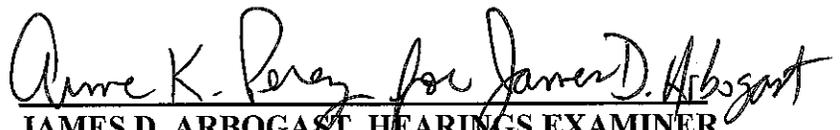
1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-.613.
2. A hearings examiner of the Department's Office of Administrative Hearings has jurisdiction over all matters related to conduction a hearing in this proceeding, including the preparation of findings of fact and conclusions of law, and the issuance of a final order. Tex. Occ. Code § 2301.704.
3. Complainants and Respondent received adequate and timely notice of the hearing. Tex. Gov't Code §2001.052; 43 Tex. Admin. Code § 215.206(2).
4. Adequate and timely written notice of the defect complained of by Complainants was provided to Respondent, and Respondent was given an opportunity to cure the defect or nonconformity. Tex. Occ. Code § 2301.606(c).
5. Complainants bear the burden of proof in this matter.
6. Complainants' vehicle has an existing defect or condition that creates a serious safety hazard. Tex. Occ. Code § 2301.604(a).
7. Based on the above Findings of Fact and Conclusions of Law, Complainants are entitled to relief, and Respondent is required to repurchase the vehicle at a price of \$25,445.67, pursuant to Texas Occupation Code § 2301.604(a)(2).

IT IS THEREFORE ORDERED that:

1. Respondent shall accept the return of the vehicle from Complainants. Respondent shall have the right to have its representatives inspect the vehicle upon the return by Complainants. 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 **\$25,445.67**. Complainants are not entitled to reimbursement of incidental expenses. The refund shall be paid to Complainants 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 Complainants. 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, Complainants are responsible to provide Respondent with clear title to the vehicle;
3. Within 30 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 31st 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.

SIGNED May 15, 2014.


JAMES D. ARBOGAST, HEARINGS EXAMINER
OFFICE OF ADMINISTRATIVE HEARINGS
TEXAS DEPARTMENT OF MOTOR VEHICLES