

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 14-0272 CAF**

ARTURO PEREZ,
Complainant

v.

CHRYSLER GROUP, LLC,
Respondent

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**BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS**

DECISION AND ORDER

Arturo Perez (Complainant) seeks repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 (Lemon Law) for an alleged electrical defect that intermittently affects the radio display of his 2014 Jeep Grand Cherokee. Chrysler Group, LLC (Respondent) argues that the vehicle was successfully repaired, and that no current warrantable defect exists. The hearings examiner finds there is insufficient evidence to demonstrate the existence of a defective condition that creates a serious safety hazard, or that substantially impairs the use or market value of the vehicle. As a result, Complainant is ineligible for repurchase relief.

I. PROCEDURAL HISTORY, NOTICE AND JURISDICTION

Issues of notice and jurisdiction are uncontested and are set out in the Findings of Fact and Conclusions of Law.

The evidentiary hearing convened on October 9, 2014 in Houston, Texas, with Hearings Examiner Anne K. Perez presiding. Complainant was represented by Katlyn Reh, Client Relations Specialist for Lemon Law Group Partners, PLC. Attorney David Polsinelli represented Respondent. At Complainant's request, the hearing was recessed and reconvened telephonically on November 14, 2014 because Respondent's final repair attempt occurred only a week prior to the October 9, 2014 hearing, and the efficacy of repairs was not yet known. The record closed on November 21, 2014 following the receipt of written closing arguments.

II. DISCUSSION

A. Undisputed Facts

1. Purchase Information and Mileage

On June 8, 2013, Complainant purchased a new 2014 Jeep Grand Cherokee (the vehicle) from Helfman River Oaks Chrysler Jeep-Dodge Co. (River Oaks) of Houston, Texas, with mileage of seven (7) at the time of delivery.¹ On the date of hearing, the vehicle's mileage was 25,092.²

2. Warranty Coverage

Respondent manufactured the vehicle. On June 8, 2013, Respondent issued an express limited warranty for the vehicle covering defects in factory-supplied materials and workmanship for 36 months or 36,000 miles, whichever comes first. Respondent additionally issued a powertrain warranty covering defects in the vehicle's engine, transmission, and drive train for 60 months or 100,000 miles, whichever comes first.³ On the date of hearing both types of warranty coverage were in place.

3. Lemon Law Complaint and Notice to Manufacturer

On or around February 4, 2014, Complainant provided written notice to Respondent of the following alleged defects in the vehicle:

...faulty radio and dash controls, replaced driver side dash panel, defective vehicle software, defective transfer case, malfunctioning phone system, excessive 911 icons in vehicle, fault code b1560 13 cell antenna 1 circuit open removed antenna and replaced with new antenna, excessive steering problem.⁴

More generally, the complaint filed with the Texas Department of Motor Vehicles (Department) on June 11, 2014, describes the vehicle's alleged defects as "electrical issues, defect in dash trim, and transmission slipping."⁵ At the hearing, Complainant stipulated that the defective condition of the radio system was the only remaining complaint issue.

¹ Complainant Ex. 1, Buyer's Order for the vehicle.

² The mileage was recorded during a vehicle inspection performed on October 9, 2014.

³ Complainant Ex. 9, 2014 Jeep Warranty Information-All Vehicles.

⁴ Complainant Ex. 6.

⁵ The complaint received by the Department was officially noticed. *See* Tex. Gov't Code § 2001.090. At the hearing on October 9, 2014, Complainant stipulated that problems with the vehicle's dash trim and transmission were no longer in issue.

B. Legal Standards

In a contested case hearing before the Department, a complainant seeking repurchase or replacement of a motor vehicle pursuant to the Lemon Law must establish the following criteria: (1) the manufacturer has not conformed the vehicle to an applicable express warranty because the manufacturer cannot repair the defect; (2) the defect creates a serious safety hazard, or substantially impairs the use or market value of the vehicle;⁶ (3) the manufacturer has been given a reasonable number of attempts to repair the defect; (4) the owner sent written notice of the defect to the manufacturer;⁷ and (5) the manufacturer has been given an opportunity to cure the defect.⁸

A rebuttable presumption exists that a reasonable number of attempts have been undertaken to conform a vehicle to an applicable express warranty if the defect creating a serious safety hazard continues to exist after being subject to repair two or more times and: (1) one of the repair attempts was made in the 12 months or 12,000 miles, whichever occurs first, following the date of original delivery to the owner; and (2) at least one other repair attempt was made in the 12 months or 12,000 miles, whichever occurs first, immediately following the date of the first repair attempt.⁹

C. Complainant's Evidence and Arguments

1. Evidence Presented on October 9, 2014

Both Complainant and his daughter Yvonne Lopez offered testimony at the live hearing. In addition to the above-referenced documentary exhibits, Complainant presented service records for the vehicle.

⁶ A "serious safety hazard" is "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," while "impairment of market value" means "a substantial loss in market value caused by a defect specific to a vehicle." *See* Tex. Occ. Code § 2301.601(1) and (4).

⁷ Tex. Occ. Code § 2301.606(c)(1).

⁸ Tex. Occ. Code § 2301.606(c)(2).

⁹ Tex. Occ. Code § 2301.605(a)(2). If the alleged warrantable defect does not create a safety hazard, the same rebuttable presumption may be established by a complainant under two other subsections of the statute. It is presumed that a reasonable number of attempts have been made to correct a warrantable defect that substantially impairs the vehicle's use or market value if the defect still exists after being subject to repair four or more times and: (A) two of the repair attempts were made in the 12 months or 12,000 miles, whichever comes first, following the date of original delivery to the owner; and (B) the other two repair attempts were made in the 12 months or 12,000 miles, whichever comes first, immediately following the date of the second repair attempt. *See* Tex. Occ. Code § 2301.605(a)(1). Likewise, the presumption is established if a warrantable defect that substantially impairs the vehicle's use or market value is shown to currently exist and (A) the vehicle was out of service for repair for a cumulative total of 30 or more days in the 24 months or 24,000 miles, whichever occurs first, following the date of original delivery to the owner; and (B) at least two repair attempts were made in the 12 months or 12,000 miles following the date of original delivery to an owner. *See* Tex. Occ. Code § 2301.605(a)(3).

Complainant testified that soon after the vehicle's purchase in June 2013, his girlfriend noticed an issue with the in-dash electronic radio/navigation display screen. She brought the vehicle in for service but the dealership was unable to find a problem. In early July 2013, Complainant drove the vehicle to south Texas to visit family members. On one occasion during the visit, he started the vehicle and all of the in-dash electronic controls, including the air conditioner and radio/navigation system, "went completely black" for approximately 20 minutes. The situation was extremely troubling: the vehicle was brand-new, he was hundreds of miles away from home on a holiday weekend, and because the problem was electrical in nature he was afraid that the vehicle might fail completely. He made it back to the Houston-area without this fear being realized but he immediately brought the vehicle in for service.¹⁰

Following this incident, the vehicle's in-dash controls never again exhibited complete failure. Nonetheless, Complainant stated, a recurring error message has survived two separate radio replacements. The message "Phone Requires Service," keeps appearing on the in-dash screen display screen despite the fact that he has had no trouble using his cellular phone in conjunction with the U-connect system. The message pops up almost every day for no reason. He generally ignores the issue and "the message goes away after a few seconds...but this should not happen in a new vehicle." The problem is a source of embarrassment for him: friends and family members who are initially admiring of the vehicle end up asking, "What's that?" and "Why is that happening?"

Complainant noted several other related issues that he believes are the result of an underlying electrical defect. On one occasion he pressed the button on the steering wheel for voice command but the function did not work. Although this problem was successfully addressed by dealer service technicians, he characterized it as another reason for his loss of confidence in the vehicle. An incident that occurred about two months prior to the hearing on October 9, 2013, solidified his belief that the vehicle has an electrical defect. At the time, he said the vehicle had been sitting in the garage for about a week. The engine would not start even after he pushed the "start" button five times. Before calling for a tow truck he tried once more, and only then did the engine turn over.

¹⁰ Complainant testified that this trip occurred on a holiday, probably at Thanksgiving in 2013, but his recollection was uncertain. Based on the contents of the first repair order opened on July 5, 2013 and Complainant's testimony that the vehicle's entire multi-media display screen failed only once, on a holiday weekend while he was visiting family in south Texas, the trip most likely took place over the 2013 July 4th holiday.

Complainant's vehicle has been serviced by two Houston-area dealers, River Oaks and Allen Samuels Chrysler Dodge Jeep Ram (Allen Samuels) of Katy, Texas. The dealers' repair orders reflect the following information:¹¹

Date In/Out (Dealer)	Mileage	Reported Concern	Diagnostic Action & Dealer's Findings
In 7-5-13 Out 7-9-13 (River Oaks)	3,023	Radio & dash controls become non-functional for about 20 min. during vehicle start-up	BCM U0147-00 Active Lost Communication w/Telematics Gateway MSM U0147-00 Active Lost Communication w/Telematics Gateway HVAC U0184-00 Active Lost Communication w/Radio ICS U0184-00 Active Lost Communication w/Radio AMP U0184-00 Active Lost Communication w/Radio HSM U0147-00 Active Lost Communication w/Telematics Gateway Replaced Radio; STAR Technical Assistance Ticket Number 505395
In 7-23-13 Out 7-27-13 (River Oaks)	3,023	Radio is not working properly; screen shows vehicle phone requires service	Internal Failure; Technical Assistance Ticket Number 513681 Replaced the Radio OK the Radio per LG 7/26/13
In 12-3-13 Out 12-5-13 (Allen Samuels)	12,100	When starting & driving vehicle 911 shows in top left corner; phone in center & voice command from steering wheel doesn't work	C S10 RRT 1 13071 20132014 RA3 RA4 RJ3 RJ4 RG3 RG4 Radio Flash 186002AB Radio, Check Software Level/ Perform Software Update 12100 Inspect Radio Level & Perform Radio Software Update
In 1-21-14 Out 1-25-14 (Allen Samuels)	14,343	When driving radio shows vehicle phone requires service	Cause: S10 Flash Software Flash for TCM; 1819059D Flash RRT TCM 1193; 14352 Flash TCM w/Update; Performed Diagnostic Procedures & Found Antenna Internal Failure (Fault Code B1560-13 Cell Antenna 1 Circuit Open); Removed & Replaced W/New Antenna; Tested for Proper Operation; System Working Properly
In 8-25-14 Out 8-26-14 (Allen Samuels)	21,718	Warning on dash keeps popping up Vehicle Phone Needs Service	Checked Radio Software Level & Performed Radio Software Update 186002CF
In 10-1-14 Out 10-3-14 (River Oaks)	24,062	"Service Phone" is on Display	Customer took vehicle to another dealer 3 days after the radio was replaced & other dealer reprogrammed the radio w/old software; re-updated the radio from 14.05.3 to 14.25.5 w/our General Tech Advisor Stuart Ritchey; OK the Radio Update JL (Service Advisor)

Complainant expressed concern that the vehicle's negative repair history has adversely affected its market value. If he tried to sell the vehicle, potential purchasers would undoubtedly request a Carfax report and be turned off by the recurring Uconnect system problems. In addition, because the defect is electrical in nature "anything could happen." Unlike a mechanical failure, an electrical problem in the vehicle could cause it to fail without warning. To his mind the situation poses a serious safety risk.

¹¹ The repair orders were admitted as Complainant Exs. 2-5, 7, 8, 10 and 11. The above-referenced table includes only information relevant to the remaining complaint issue, *i.e.*, reported concerns and repairs related to the vehicle's electronic in-dash display screen.

On cross-examination, Complainant said he was provided with alternate transportation during only one repair visit. However, since he owns several other vehicles (a 2012 Ford F-150, a 2007 Honda Civic S, and a 2009 Audi R8) the lack of a rental vehicle “was not an issue.” He learned about the 2014 Jeep Grand Cherokee from TV commercials. He was initially attracted to the vehicle because it “looks great,” and during a test-drive he was impressed with its smooth ride and well-placed features. He drives the vehicle approximately 2000-3000 miles per month. Unfortunately, the recurring error message (“Phone Requires Service”) is “like a sore thumb.”

Complainant acknowledged that on October 1, 2014, the date of Respondent’s inspection and final repair opportunity, the recurring error message was the only problem that he reported to Respondent’s automotive technical advisor Stuart Ritchey. He also admitted that he has not seen the error message since October 1, 2014, although he placed little stock in the lack of recurrence given the defect’s intermittent nature.

Ms. Lopez testified that she has driven the vehicle on a number of occasions. She has repeatedly observed the “Phone Requires Service” message pop up, for no reason, on the in-dash radio/navigation screen. In the beginning the error message was accompanied by a loud, annoying “beep.” While the beeping noise no longer occurs, she nonetheless characterized the randomly-occurring message as a driving distraction. On cross-examination, she denied that familiarity with the problem – and the expectation that it will occur – lessens distractibility. She compared seeing the error message to the “air puff test” used to screen eye patients for glaucoma: “You know that it is coming but it doesn’t make you feel any better about it, and you’re still surprised when it comes.”

2. Evidence Presented on November 14, 2014

Complainant offered additional testimony by telephone on November 14, 2014. He also presented two other repair orders.¹²

¹² Complainant Exs. 10 and 11. Complainant Ex. 10 is a repair order opened by River Oaks on July 9, 2013, when the vehicle’s mileage was 3,023. According to the repair order, the vehicle was in service for 18 days due to a defect in the dash trim requiring replacement of the driver’s-side lower dash panel.

On November 14, 2014, Complainant testified that the "Phone Requires Service" message had not appeared on the vehicle's in-dash display screen since October 1, 2014, the date of Respondent's final repair attempt.

However, Complainant stated that a different type of failure had recently occurred. In the past, he had not experienced problems when plugging his cellular phone into the vehicle's U-connect system in order to play music. But on or around November 5, 2014, the function did not work and an "Auxiliary Input" error message was displayed on the in-dash radio/navigation screen. Because the hearing was set to reconvene on November 14, 2014, he asked two different servicing dealers to examine the vehicle and document the problem without performing any repairs. The request was refused. He ultimately permitted River Oaks to make repairs to the vehicle. The dealer diagnosed the problem as an "Auxiliary Jack Failure."¹³ In addition to implementing a software update, service technicians replaced the vehicle's "Multi-Media Hub."¹⁴ The issue has not reoccurred since Complainant picked the vehicle up on November 7, 2014. Still, he characterized it as one more electrical failure.

C. Respondent's Evidence and Arguments

On October 9, 2014, Respondent offered the testimony of Cheryl Broussard, the Parts and Service Area Manager for Respondent's Southwest Business Center, as well as two exhibits.

Ms. Broussard testified that she has been employed by Respondent for the past 21 years, and her job involves the resolution of both technical and warranty-related automotive issues. She is familiar with Complainant's vehicle's service history, as well as the inspection and repairs that were performed on October 1, 2014 under the oversight of Respondent's long-time technical advisor Stuart Ritchey.¹⁵

Ms. Broussard stated that Mr. Ritchey updated the vehicle's radio software in accordance with Technical Service Bulletin (TSB) 08-036-14 REV.A issued by Respondent on July 31, 2014.¹⁶ The TSB reflects Respondent's repair procedure for reported problems with the U-connect radio system installed in several different 2013-2014 vehicle models, including the 2014 Jeep Grand Cherokee. One symptom listed in the

¹³ Complainant Ex. 11.

¹⁴ *Id.*

¹⁵ Mr. Ritchey's inspection report was admitted as Respondent Ex. 2.

¹⁶ TSB 08-036-14 REV.A was admitted as Respondent Ex. 1.

TSB is: "A false pop-up message, 'Vehicle Phone Requires Service,' may appear even though the vehicle's phone works properly."¹⁷ Other reported conditions include "Enhancements for iPod or iPhone devices that may not start playing after connecting;" "iPod would not resume playing after VR session or phone call;" "Radio reset, screen lockup, blank screen or sluggish system response time;" and "Uconnect applications do not load."¹⁸

Ms. Broussard stated that Respondent is continually devising software updates or "flashes" addressing computer programming issues in Respondent-manufactured vehicles. The flashes must be installed for optimal vehicle performance, just as software updates must be installed on a home computer. She explained that all newer-model vehicles have various modules (such as the Power Control Module, the primary computer), which are electronically controlled. Updating a vehicle's software is a matter of electronics, as opposed to electricity that powers the vehicle and its programmable functions. Thus, like many other software updates the flash described in TSB 08-036-14 REV.A is a broad-spectrum fix designed to address a number of different conditions reported by consumers. In any event, the software update implemented by Mr. Ritchey resolved the problem that was reported by Complainant.

On cross-examination, Ms. Broussard acknowledged that such "flashes" are necessary to conform Complainant's vehicle to Respondent's applicable express limited warranty. She indicated that Respondent is aware of the burden this situation places on Complainant, as well as similarly-situated consumers. According to Ms. Broussard, the necessary vehicle software updates may be downloaded by consumers through a universal serial bus (USB) flash drive provided by Respondent. Alternatively, Respondent's dealers are instructed to install all necessary software updates during service visits, even when a vehicle is scheduled to undergo routine maintenance.

D. Analysis

In order to prevail in his request for repurchase relief, Complainant must show by a preponderance of the evidence that Respondent has not conformed the vehicle to an applicable express warranty because Respondent cannot repair a defect in the vehicle. In addition, Complainant must show that the

¹⁷ *Id.*

¹⁸ *Id.*

nonconformity creates a serious safety hazard or substantially impairs the use or market value of the vehicle. Neither statutory element was established by the required standard of proof.

There is no question that Complainant has experienced problems with the radio or Uconnect system, and that the vehicle was serviced for these issues on several occasions. That he found the recurrence of a false error message bothersome is perfectly understandable. He was also inconvenienced, and exasperated by the need for multiple service visits. Complainant paid a substantial sum for a new vehicle. His expectation that the radio system would function as designed, without the need for ongoing repairs, is reasonable.

That said, the evidence does not establish that the problems with the Uconnect system are the result of warrantable defect. Rather, the evidence points to programming and/or software issues not easily resolved. The software update provided for in TSB 08-036-14 REV.A lists 60-plus U-connect radio symptoms reported by other vehicle owners. Given this context, it is no surprise that Complainant has experienced several of the reported conditions. There is plainly a glitch (or a programming "bug") in the vehicle's U-connect radio software. However, while the problem goes beyond the installation of normally-required software updates, it does not rise to the level of a warrantable defect.

Respondent may be faulted for not curing such glitches prior to installing the identified radio software in several of its vehicle models. At the same time, it is noted that Respondent's repair procedures have successfully resolved each and every issue reported by Complainant. On the date of hearing (both October 9 and November 14, 2014) Complainant agreed that no defect in the vehicle was present.

Complainant's concern that the vehicle has an underlying electrical defect that presents a serious safety hazard seems unfounded. Ms. Broussard credibly testified that the issue is electronic, as opposed to electrical in nature. Her testimony is consistent with another fact: Complainant has driven the vehicle over 25,000 miles without any problem affecting its operability. Likewise, it would be speculative to conclude that repairs to the Uconnect radio system have substantially reduced the vehicle's overall market value.

It is unfortunate that Complainant has lost confidence in the vehicle. Still, a preponderance of the evidence does not demonstrate that a warrantable defect in the vehicle currently exists. The complaint must therefore be dismissed.

III. FINDINGS OF FACT

1. On June 8, 2013, Arturo Perez (Complainant) purchased a new 2014 Jeep Grand Cherokee (the vehicle) from River Oaks River Oaks Chrysler Jeep-Dodge Co. (River Oaks) of Houston, Texas, with mileage of seven (7) at the time of delivery.
2. The manufacturer of the vehicle, Chrysler Group, LLC (Respondent) issued an express limited warranty for the vehicle covering defects in factory-supplied materials and workmanship for 36 months or 36,000 miles, whichever comes first. Respondent also issued a powertrain warranty for the vehicle covering defects in the vehicle's engine, transmission, and drive train for 60 months or 100,000 miles, whichever comes first.
3. The vehicle's mileage on the date of hearing was 25,092.
4. At the time of hearing, the vehicle was covered by Respondent's basic limited warranty and its powertrain warranty.
5. The vehicle's Uconnect radio system was serviced by two Houston-area dealers, River Oaks and Allen Samuels Chrysler Dodge Jeep Ram (Allen Samuels), on the following dates:
 - a. July 5, 2013, at 3,023 miles;
 - b. July 23, 2013, at 3,023 miles;
 - c. December 3, 2013, at 12,100 miles;
 - d. January 21, 2014, at 14,343 miles; and
 - e. August 25, 2014, at 21,718 miles.
6. Both River Oaks and Allen Samuels are franchised dealers of Respondent.
7. Excepting repairs performed on July 5, 2013 and December 3, 2013, all other service visits listed in Finding of Fact No. 5 concerned a recurring error message ("Phone Requires Service") that intermittently popped up on the vehicle's in-dash radio display screen, despite the fact that Complainant experienced no trouble using his cellular phone in conjunction with the Uconnect system.
8. On October 1, 2014, at 24,062 miles, Complainant's vehicle was inspected by Respondent's factory representative, who oversaw repairs to the radio software in accordance with Technical Service Bulletin (TSB) 08-036-14 REV.A.

9. TSB 08-036-14 REV.A, issued by Respondent on July 31, 2014, provides procedures for downloading radio software updates.
10. Following repairs to Complainant's vehicle performed on October 1, 2014, the radio in Complainant's vehicle has not displayed the "Phone Requires Service" error message.
11. On or around November 5, 2014, Complainant plugged his cellular phone into the vehicle's U-connect system in order to play music, but the function did not work. The in-dash radio screen displayed an "Auxiliary Input" error message.
12. On or around November 5, 2014, when the vehicle's mileage was at 26,188, service personnel at Allen Samuels diagnosed the problem described in Finding of Fact No. 11 as an "Auxiliary Jack Failure." The repairs involved downloading a software update and replacement of the vehicle's "Multi-Media Hub."
13. The repairs described in Finding of Fact No. 12 resolved the problem with the vehicle's auxiliary jack, and as of November 14, 2014 the issue described in Finding of Fact No. 11 had not recurred.
14. No current warrantable defect exists in the vehicle.
15. On or around February 4, 2014, Complainant provided written notice to Respondent of the alleged defects in his vehicle.
16. On June 11, 2014, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
17. On July 28, 2014, 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.
18. The evidentiary hearing convened on October 9, 2014 in Houston, Texas, with Hearings Examiner Anne K. Perez presiding. Complainant was represented by Katlyn Reh, Client Relations Specialist for Lemon Law Group Partners, PLC. Attorney David Polsinelli represented Respondent. The hearing was recessed and reconvened telephonically on November 14, 2014. The record closed on November 21, 2014.

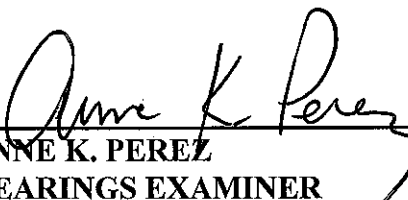
IV. CONCLUSIONS OF LAW

1. The Department has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-.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 failed to prove by a preponderance of the evidence that the vehicle has a verifiable 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.
6. 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 repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 is hereby **DISMISSED**.

SIGNED January 16, 2015.



ANNE K. PEREZ
HEARINGS EXAMINER
OFFICE OF ADMINISTRATIVE HEARINGS
TEXAS DEPARTMENT OF MOTOR VEHICLES