

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 14-0332 CAF**

**ALFONSO HERNANDEZ and
SUSANA HERNANDEZ,
Complainants**

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BEFORE THE OFFICE

OF

v.

**FORD MOTOR COMPANY,
Respondent**

ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Alfonso Hernandez and Susana Hernandez (Complainants) seek repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 (Lemon Law) for alleged defects their 2014 Ford Focus. Complainants asserts that the vehicle intermittently hesitates, or “shudders” when accelerating from stop, and that it does not properly shift gears. Ford Motor Company (Respondent), the manufacturer of the vehicle, argues that Complainants do not met the Lemon Law’s requirements for repurchase relief. The hearings examiner concludes that a warrantable defect exists in Complainants’ vehicle. Accordingly, Complainants are entitled to repurchase relief.

I. PROCEDURAL HISTORY, NOTICE AND JURISDICTION

Matters of jurisdiction were not contested and are discussed only in the Findings of Fact and Conclusions of Law.

The evidentiary hearing convened on January 20, 2014 in Pharr, Texas, with Hearings Examiner Anne K. Perez presiding. Alfonso Hernandez appeared and represented himself, as well as his spouse Susana Hernandez. Respondent appeared telephonically through Consumer Affairs Legal Analyst Melinda Steiner. The hearing adjourned and the record closed that same date.

II. DISCUSSION

A. Applicable Law

The manufacturer of a motor vehicle must repurchase or replace the vehicle with a comparable vehicle if five conditions are met. First, the manufacturer has not conformed the vehicle to an applicable express warranty because the manufacturer cannot repair or correct a defect or condition in the vehicle.

Second, the defect or condition in the vehicle creates a serious safety hazard or substantially impairs the use or market value of the vehicle. Third, the manufacturer has been given a reasonable number of attempts to repair or correct the defect or condition.¹ Fourth, the owner must have mailed written notice of the alleged defect or nonconformity to the manufacturer.² Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.³

A “serious safety hazard” is a life-threatening malfunction or defect 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.⁴ 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.⁵

B. Complainants’ Evidence

Complainants purchased a new 2014 Ford Focus (the vehicle, or car) from Mac Haik Ford (Mac Haik) of Desoto, Texas, on November 29, 2013, with mileage of 27 at the time of delivery.⁶ On the same date, 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 limited powertrain warranty covering defects in the vehicle’s engine, transmission, and drive train for 60 months or 100,000 miles, whichever comes first.⁷ On the date of hearing the vehicle’s mileage was 45,128, and both types of warranty coverage were in place.

Mr. Hernandez testified that he is the primary driver of the vehicle. Within a week of purchase, he noticed that the car’s transmission hesitated, or “shuddered” when traveling at low speeds. The vehicle also made a “stuttering,” or “clicking” noise when shifting gears, as if “the transmission wasn’t shifting the gears right.” On or about December 6, 2013, he brought the car to Mac Haik and spoke with the salesman who sold him the vehicle.⁸ After he described the transmission shudder, the salesperson said the vehicle needed to adjust to his unique acceleration pattern. When Mr. Hernandez continued to ask

¹ Tex. Occ. Code § 2301.604(a)(1) and (2).

² Tex. Occ. Code § 2301.606(c)(1).

³ Tex. Occ. Code § 2301.606(c)(2).

⁴ Tex. Occ. Code § 2301.601(4).

⁵ Tex. Occ. Code § 2301.605(a)(2).

⁶ Complainant Ex. 1.

⁷ The parties stipulated to the terms of Respondent’s warranty coverage applicable to the vehicle.

⁸ The vehicle’s mileage on December 6, 2013, was estimated as follows. A repair order for the vehicle opened on December 16, 2013 (17 days after purchase) reflects mileage of 1,943, or a daily mileage figure of 114.29. *See* Complainant Ex. 3. Therefore, the vehicle’s estimated mileage on December 6, 2013 (seven days after purchase) may be calculated as follows: $114.29 \times 7 = 800$ miles.

questions the salesman told him, "I can't do anything about it, you already bought the car." Mr. Hernandez left without seeking out another employee.

About ten days later, at 1,943 miles, Mr. Hernandez brought the car in to the dealer again. He reported the transmission's excessive hesitation when the vehicle was in reverse gear, and while traveling at low speeds. This time Mac Haik serviced the vehicle. According to Mr. Hernandez, however, the "reprogramming" performed by service technicians did very little to alleviate the transmission symptoms.

Mr. Hernandez stated that sometime after December 2013 he and his family left Desoto and moved to Brownsville, Texas. In April 2014, he brought the vehicle in for service to Tipton Auto Group (Tipton) of Brownsville. He described the transmission problems (hesitation on acceleration at low speeds and in reverse gear, and the failure to properly shift gears) to Tipton personnel. After technicians examined the vehicle they said "the clutch was burned out" and the car needed a new transmission, and worse, that Mr. Hernandez would be responsible for the associated labor charges. He left and never returned to that dealership.

Mr. Hernandez indicated that he was upset about the way he was treated at Tipton, and beyond that, the vehicle's transmission symptoms were worsening. Therefore, about a week later he brought the car in for transmission service to Boggus Ford of Harlingen, Texas. He said that the dealer "reprogrammed" the vehicle, but within a few days the transmission began exhibiting the same problems as before. He returned to Boggus Ford. At this point, Boggus Ford's service manager Paul Cavazos directed a technician to ride in the vehicle with Mr. Hernandez. Once the technician experienced the transmission shudder first-hand, Mr. Hernandez said, the dealer agreed to replace the vehicle's clutch assembly.⁹

Mr. Hernandez stated that the repairs performed by Boggus Ford in April 2014 did not resolve the car's transmission problems (excessive hesitation when the vehicle was put in reverse gear, and while traveling at low speeds). He brought the vehicle back to Boggus Ford in July 2014. This time service technicians performed no repairs to the vehicle.

Service records for the vehicle prepared by Boggus Ford, Tipton, and Mac Haik reflect the following information:¹⁰

⁹ Mr. Hernandez acknowledged that his recollection was inconsistent with the repair order dated April 28, 2014, which shows that Boggus Ford reprogrammed both the car's Power Control Module (PCM) and Transmission Control Module (TCM), and replaced the clutch assembly, all during the same service visit.

¹⁰ The repair orders were admitted as Complainant Exs. 3-6. Invoiced information has been summarized for clarity and ease of reference.

Date	Mileage	Reported Concern	Diagnostic Action And Dealer's Findings
In 12-16-13 Out 12-16-13 (Mac Haik)	In 1,943 Out 1,947	There is excessive hesitation or shudder when in reverse or driving in cold	Test drive; Perform TSB 13-9-4 & found no leaks; reprogrammed PCM & TCM & performed clutch adaptive learn & test drive, transmission shifting normally & no shudder found
In 4-21-14 Out 4-21-14 (Tipton)	In 19,463 Out 19,463	At low speed the car makes a grinding noise (like metal-on-metal)	Checked & found no oil leaks; test-drove with customer; no problem found, working to Ford specifications at this time
In 4-28-14 Out 4-30-14 (Boggus Ford)	In 20,105	Transmission shudders while driving	Test drove; Verified transmission shudder; Found TSB 14-0047; Reprogrammed the PCM/TCM; Performed PPT A; Save & upload ID session data captured; Replaced both inner input shaft seals & clutch; road-tested; no more shudder
In 7-2-14 Out 7-14-14 (Boggus Ford)	In 25,931	Check Engine Light on & engine died; Transmission not shifting properly	Cleared engine codes & replaced Electronic Throttle Body (ETB) & Throttle Position Sensor (TPS)

Mr. Hernandez testified that the car's transmission still hesitates, or shudders when accelerating from stop, and when traveling in reverse gear. He is tired of dealing with repetitive transmission problems, and he no longer wants the vehicle

C. Respondent's Evidence

Respondent presented the testimony of Field Service Engineer Kurt Kindler. On behalf of Respondent, Mr. Kindler inspected Complainant's vehicle in response to the Lemon Law complaint, and determined whether any repairs were necessary.

At the outset, Mr. Kindler explained that the automatic-shifting manual transmission in Complainants' vehicle has the internal components of a manual transmission, including a dual-clutch assembly, but it does not have a clutch pedal. Instead, the 2014 Ford Focus has "shift" motors that control the vehicle's clutch assemblies. One result of the car's automatic-shifting manual transmission is that some shifts may be perceived as "harsh," particularly when the vehicle is traveling at low speed. While many consumers are put-off by this characteristic of the vehicle, the phenomena does not mean that anything is wrong with the transmission.

Mr. Kyle testified that on September 20, 2014, he inspected Complainants' vehicle at 33,011 miles. His examination focused on the complained-of "shudder," or hesitation on take-off. He said he test-drove the vehicle for approximately 20 miles, and verified that the transmission exhibited slight, abnormal

hesitation. Back at the Boggus Ford dealership the car was put on a lift. Mr. Kindler observed that the transmission seals, which had been replaced once, were leaking again. At this point, Mr. Kindler instructed service technicians to replace the leaking seals and the dual-clutch assembly, which was contaminated by fluid leakage. Mr. Kindler's schedule did not allow time for him to oversee the work, but he subsequently spoke with technicians to confirm that the repairs were successfully performed.

Mr. Kindler explained why Complainants' vehicle has required two clutch replacements. In both instances, fluid leaked through the transmission seals and contaminated the car's dual-clutch assembly. In addition, fluid in the clutch assembly causes improper slippage. Mr. Kindler indicated that replacement of the leaking transmission seals and the dual-clutch assembly on September 20, 2014, should resolve Complainants' transmission concerns. He was unable to say with any certainty, however, why the transmission seals failed twice.

On cross-examination, Mr. Kindler indicated that his inspection of Complainants' vehicle took place at 8 or 9 a.m. on September 20, 2014; that the transmission parts necessary to repair the vehicle were on back-order at Respondent's manufacturing facility; and that Respondent's labor time standards allot 6.8 hours for the replacement of transmission seals and the dual-clutch assembly in a 2014 Ford Focus. When told that Boggus Ford technicians had reportedly completed the necessary transmission repairs and released Mr. Hernandez's car by noon on September 20, 2014, Mr. Kindler expressed surprise and puzzlement.¹¹

D. Test Drive at Hearing

Mr. Kindler and Mr. Hernandez took turns operating the vehicle during an 11-mile test drive on the hearing date. While Mr. Kindler was driving on the freeway and residential streets, he reported that the transmission was performing "better than it did in September." Although he could not confirm through visual inspection whether technicians had followed his repair instructions on September 20, 2014, Mr. Kindler claimed that he "would be able to tell" if the transmission seals and dual-clutch assembly in the vehicle had been replaced. He testified that the amount of transmission hesitation he observed during the test drive was within normal limits.¹² He also felt the underside of the car's engine and observed that no leaking fluid was present. Based on these observations, he concluded that the necessary repairs were performed as directed on September 20, 2014.

During the latter portion of the test-drive, Mr. Hernandez drove the vehicle at low speeds through a parking lot. He also performed a series of stop-and-go maneuvers. While he was operating the vehicle, the transmission's hesitation, or "shudder" when accelerating from stop (and while traveling at low speeds) was plainly observable.

¹¹ According to Ms. Steiner, Respondent's warranty billing records for Complainants' vehicle show that Boggus billed Respondent 6.8 hours in labor charges for the transmission repairs on September 9, 2014.

¹² Mr. Kindler did not use an IDS scan tool to monitor clutch slippage during the test-drive.

E. Analysis

Complainants seeks repurchase relief under the state's Lemon Law provisions. As such, they bear the burden of proof to establish by a preponderance of evidence that: (1) a defect exists in the vehicle; (2) the nonconformity creates a serious safety hazard, or substantially impairs the use or market value of the vehicle; (3) Respondent has not conformed the vehicle to an applicable express warranty by correcting the defect; (4) Respondent has been given a reasonable number of attempts to repair the defect; and (5) Complainants provided written notice of the nonconformity to Respondent, and allowed Respondent a final opportunity to cure the defect. Complainants have carried their burden to establish each of these statutory elements. They are therefore eligible for repurchase relief.

Mr. Hernandez credibly testified that within three weeks of purchase, when mileage was under 2,000, he twice brought the vehicle to an authorized dealer of Respondent (Mac Haik) complaining of transmission shudder.¹³ Mr. Kindler's testimony established that excessive transmission clutch shudder in 2012-2014 Ford Focus models is a well-known, long-standing problem addressed by multiple technical service bulletins, some of them issued by Respondent prior to Complainants' purchase of the vehicle. Given this background, the vehicle should have been serviced by Mac Haik when Mr. Hernandez visited the dealership in early December 2013; instead, Mr. Hernandez was turned away by the dealer's salesman. This incident, along with the service visit that took place on December 16, 2013, establishes a rebuttable presumption that a reasonable number of repair attempts were undertaken to correct the vehicle's transmission nonconformity. *See* Tex. Occ. Code § 2301.605(a)(2).

The vehicle's repair history includes additional service visits for excessive transmission hesitation. By April 28, 2014, at 20,105 miles, the vehicle already needed a dual-clutch assembly replacement due to the leakage of transmission fluid. Other repairs meant to alleviate the transmission shudder involved software updates, recalibration of the Power Control Module (PCM) and Transmission Control Module (TCM), and adaptive strategies. Mr. Hernandez reported that the transmission's problems persisted despite these measures, and he turned out to be correct. On September 20, 2014, at only 33,011 miles, Mr. Kindler's inspection of the vehicle revealed that the transmission seals were leaking again and the clutch was contaminated, causing the transmission to slip improperly. Respondent's field service engineer recommended replacement of the vehicle's transmission seals and dual-clutch assembly, but a preponderance of the evidence indicates that these repairs were not performed.¹⁴

On the date of hearing, the vehicle's transmission hesitation, or "shudder" when accelerating from stop was distinctly observable. The evidence shows that this condition is abnormal, and that a reasonable

¹³ The first occasion was on or about December 6, 2013, and the second visit was documented by a repair order dated December 16, 2013.

¹⁴ Mr. Kindler's inability to say why the same failure occurred twice at relatively low mileage raises another uncomfortable question: is there any reason to believe that a third replacement of the car's transmission seals and clutch assemblies would be any more successful

number of attempts to repair the transmission's defective condition were undertaken but the condition is still present. Complainants properly served notice of the transmission's defect on Respondent, and Respondent's powertrain warranty applicable to the vehicle remains in effect. All told, the evidence establishes that there is an existing, warrantable defect in the vehicle's transmission.

A vehicle that hesitates upon acceleration presents a potential safety hazard, especially if the problem occurs while the driver is trying to correctly time acceleration to enter the flow of high-speed traffic, or while trying to complete a turn in the face of oncoming vehicles. The intermittent failure to shift properly also impairs the driver's ability to use the vehicle for its ordinary, intended purposes. A car with intermittent transmission slippage is undesirable to drive, and this negative aspect of drive-ability reduces its market value in relation to other, comparable vehicles.

Based on the evidence, the hearings examiner concludes that repurchase of the vehicle is the appropriate remedy in this case. Complainants' request for repurchase relief is hereby granted.

II. FINDINGS OF FACT

1. Alfonso Hernandez and Susana Hernandez (Complainants) purchased a new 2014 Ford Focus (the vehicle, or car) from Mac Haik Ford (Mac Haik) of Desoto, Texas, on November 29, 2013, with mileage of 27 at the time of delivery.
2. Ford Motor Company (Respondent) manufactured the vehicle.
3. 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, and a limited powertrain warranty covering defects in the vehicle's engine, transmission, and drive train for 60 months or 100,000 miles, whichever comes first.
4. Mac Haik is an authorized dealer of Respondent.
5. Tipton Auto Group (Tipton) of Brownsville, Texas is an authorized dealer of Respondent.
6. Boggus Ford of Harlingen, Texas is an authorized dealer of Respondent.
7. At the time of hearing, the vehicle's mileage was 45,128.
8. At the time of hearing, the vehicle's transmission was covered by Respondent's basic limited warranty and its powertrain warranty.

9. Within a few days of purchase, Complainants noticed that the vehicle's transmission hesitates, or "shudders" when accelerating from stop, and while traveling at low speeds and in reverse gear.
10. Excessive transmission clutch shudder in 2012-2014 Ford Focus models is a well-known, long-standing problem addressed by multiple technical service bulletins, some of them issued by Respondent prior to Complainants' purchase of the vehicle.
11. On or about December 6, 2013, Mr. Hernandez brought the vehicle in to Mac Haik and reported the transmission symptoms described in Finding of Fact No. 9.
12. On or about December 6, 2013, Mac Haik did not respond to Mr. Hernandez's report of transmission symptoms by offering to service the vehicle.
13. On December 16, 2013, at 1,943 miles, Mac Haik serviced the vehicle's transmission for the symptoms described in Finding of Fact No. 9.
14. On April 21, 2014, at 19,463 miles, Tipton serviced the vehicle's transmission for the symptoms described in Finding of Fact No. 9.
15. Boggus Ford serviced the vehicle's transmission for the symptoms described in Finding of Fact No. 9 on the following dates:
 - a. April 28, 2014, at 20,105 miles; and
 - b. July 2, 2014, at 25,931 miles.
16. The repairs referenced in Finding of Fact Nos. 13-15 did not successfully repair the vehicle's transmission hesitation, or shudder when accelerating from stop, and while traveling at low speeds and in reverse gear.
17. On September 20, 2014, Respondent was given an opportunity to cure the defective condition of the vehicle's transmission, but no repairs were performed and the defect continues to exist.
18. The vehicle's hesitation when accelerating from stop presents a potential safety hazard, especially if the problem occurs while the driver is trying to correctly time acceleration to enter the flow of high-speed traffic, or while trying to complete a turn in the face of oncoming vehicles.
19. The vehicle's hesitation when accelerating from stop impairs the use of the vehicle for its ordinary, intended purposes.

- 20. The vehicle's hesitation when accelerating from stop makes it undesirable to drive, and this negative aspect of drive-ability reduces its market value in relation to other, comparable vehicles.
- 21. On October 10, 2014, Complainants provided written notice to Respondent of an alleged defect in the vehicle's transmission.
- 22. The appropriate calculations for repurchase are:

Purchase price, including tax, title, license and registration	\$24,366.33
Delivery mileage	27
Mileage at first report of defective condition	800
Mileage on hearing date	45,128
Useful life determination	120,000

Purchase price, including tax, title, license and registration		\$24,366.33		
Mileage at first report of defective condition	800			
Less mileage at delivery	<u>-27</u>			
Unimpaired miles	773			
Mileage on hearing date	45,128			
Less mileage at first report of defective condition	<u>-800</u>			
Impaired miles	44,328			
Reasonable Allowance for Use Calculations:				
Unimpaired miles	<u>773</u>			
	120,000	X	\$24,366.33	= \$156.96
Impaired miles	<u>44,328</u>			
	120,000	X	\$24,366.33 X .5	= <u>\$4,500.46</u>
Total reasonable allowance for use deduction:				\$4,657.42
Purchase price, including tax, title, license and registration			\$24,366.33	
Less reasonable allowance for use deduction			<u>-\$4,657.42</u>	
Plus filing fee refund			<u>\$35.00</u>	
TOTAL REPURCHASE AMOUNT			\$19,743.91	

- 23. On August 13, 2014, Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).

24. On October 15, 2014, the Department's Office of Administrative Hearings issued a notice of hearing directed to Complainants 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.
25. The hearing on the merits convened on January 20, 2014 in Pharr, Texas, with Hearings Examiner Anne K. Perez presiding. Alfonso Hernandez appeared and represented himself and his spouse Susana Hernandez. Respondent appeared telephonically through Consumer Affairs Legal Analyst Melinda Steiner. The hearing adjourned and the record closed that same date.

III. CONCLUSIONS OF LAW

1. The 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 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. Complainants 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 and 2001.052; 43 Tex. Admin. Code § 215.206(2).
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. Complainants' vehicle has an existing nonconformity that substantially impairs the use and market value of the vehicle. Tex. Occ. Code § 2301.604(a).
8. After a reasonable number of attempts, Respondent has been unable to repair the nonconformity in Complainants' vehicle so that it conforms to the applicable express warranty. Tex. Occ. Code §§ 2301.604(a) and 2301.605.

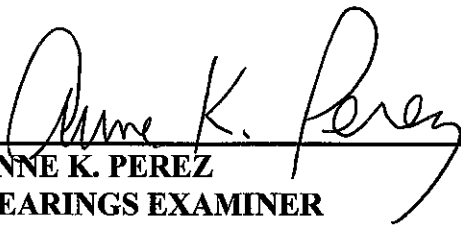
9. Based on the above Findings of Fact and Conclusions of Law, Complainants are entitled to relief under Texas Occupations Code § 2301.604(a).
10. Based on the above Findings of Fact and Conclusions of Law, Respondent is required to repurchase Complainants' 2014 Ford Focus at the price of \$19,743.91. Tex. Occ. Code § 2301.604(a)(2); 43 Tex. Admin. Code § 215.208(b)(1) and (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 \$19,743.91. 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 for providing Respondent with clear title to the vehicle;
3. Within 20 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 February 19, 2015.



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