

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 15-0008 CAF**

**SHARON SABSOOK,**  
Complainant

v.

**CHRYSLER GROUP LLC,**  
Respondent

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**BEFORE THE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Sharon Sabsook (Complainant) seeks relief pursuant to Texas Occupations Code § 2301.204 (Warranty Performance) for alleged defects in her used 2014 Jeep Patriot. Complainant asserts that the vehicle's engine shuts off periodically, thereby creating a safety hazard. In addition, the vehicle's speedometer will drop intermittently without a decrease in speed, the trouble lights will illuminate and a beeping noise is heard. Chrysler Group LLC (Respondent) argued that the vehicle has been repaired. The hearings examiner concludes that the vehicle does not have an existing warrantable defect, and Complainant is not eligible for relief.

**I. PROCEDURAL HISTORY, NOTICE AND JURISDICTION**

Matters of notice and jurisdiction were not contested and are discussed only in the Findings of Fact and Conclusions of Law. The hearing in this case convened on February 9, 2015, in San Antonio, Texas, before Hearings Examiner Edward Sandoval. Complainant was represented by Kortinae Lozano, daughter. Also testifying for Complainant was Sharon Sabsook. Respondent was represented by Jan Kershaw, Early Resolution Case Manager. Also, testifying for Respondent was Stuart Ritchey, Technical Advisor. The hearing record was closed on February 17, 2015, upon the receipt of Complainant's documentation.

**II. DISCUSSION**

**A. Applicable Law**

Occupations Code § 2301.002(24) provides that a "[n]ew motor vehicle" means a motor vehicle that has not been the subject of a retail sale regardless of the mileage of the vehicle." Occupations Code § 2301.603(a) provides that "[a] manufacturer, converter, or distributor shall make repairs necessary to conform a **new motor vehicle** to an applicable manufacturer's, converter's, or distributor's express warranty." (Emphasis mine.) Therefore, repurchase or replacement relief for defects in a vehicle is available only for new vehicles as defined in the Code. However, relief is available for purchasers of used vehicles under Occupations Code § 2301.204(a) which provides that "[t]he owner of a motor vehicle or the owner's designated agent may make a complaint concerning a defect in a motor vehicle that is covered by a

manufacturer's, converter's, or distributor's warranty agreement applicable to the vehicle." The relief available under this section of the Code is repair of the vehicle in question.

### **B. Complainant's Evidence and Arguments**

Complainant purchased a 2014 Jeep Patriot from Gillman Subaru (Gillman) on June 7, 2014. The vehicle had mileage of 20,045 at the time of purchase.<sup>1</sup> On the date of hearing the vehicle's mileage was 28,698. At this time, Respondent's warranty coverage for the vehicle remains in place, with coverage for three (3) years or 36,000 miles, whichever comes first. In addition, Respondent has provided a powertrain warranty for five (5) years or 100,000 miles.<sup>2</sup>

Kortinae Lozano, Complainant's daughter, is the principle driver of the vehicle. Ms. Lozano testified that the vehicle's engine shut off three different times while she was driving it. In addition, the vehicle's speedometer needle would intermittently drop about 20 to 30 mph without the vehicle slowing down.

Ms. Lozano testified that the first time that the vehicle turned off was on or about August 18, 2014. She was driving the vehicle and had stopped at a red light. While idling and waiting for the light to change, the vehicle shut off. She put the transmission in park and turned the ignition off. She then turned the vehicle back on. It started, but would not accelerate. Ms. Lozano then pulled in to a shopping center and turned the vehicle off. She called her family to pick her up, and when they arrived about thirty to forty minutes later, she started the vehicle and it turned on. Ms. Lozano was scared to drive the vehicle and she drove it to Gillman Subaru to have it looked it. A representative from Gillman told Ms. Lozano that they were going to tow the vehicle to San Antonio Dodge-Chrysler-Jeep-Ram (SA Jeep). Due to the warranty being still in force, she was required to take the vehicle to a Jeep service center. The Gillman representative actually drove the vehicle to the Jeep dealer.

Ms. Lozano indicated that the week before the vehicle died, the vehicle's speedometer had been acting up. The speedometer needle dropped while Ms. Lozano was driving the vehicle. However, there was no decrease in speed. Some of the trouble lights on the vehicle's dash lit up, e.g., check engine, gas light, oil change light, and a beeping noise occurred. All of the lights immediately turned off, except for the oil maintenance light which stayed on. The incident only took about a second or two. This happened twice the week before August 18, 2014. Ms. Lozano scheduled an appointment at Bluebonnet Jeep to have the vehicle looked at. She was told to take the vehicle to the dealer during her lunch hour and the technician could run a diagnostic check on the vehicle. When she arrived at the dealer, she was told that she was going to have to drop off

<sup>1</sup> Complainant Ex. 1, Buyer's Order dated June 7, 2014.

<sup>2</sup> Respondent Ex. 4, VIP Summary Report dated February 5, 2015.

the vehicle. Ms. Lozano explained that she was not informed that she would have to leave the vehicle and told them that she couldn't do so as she had to get back to work. So, the dealer's technicians performed a diagnostic check in the time available. They checked the vehicle's sensors and cables. No repair work was performed. However, it was suggested to Ms. Lozano that she get an oil change for the vehicle, since the oil maintenance light was one of the lights that had illuminated and was the only light that had stayed on. Ms. Lozano did not get an oil change at the time, although the light was illuminated.

The vehicle was taken to SA Jeep on August 18, 2014, after it had died at the stop light. The dealer's service technicians could not duplicate Ms. Lozano's concerns during this visit. As a result, no repairs were performed. The vehicle's mileage when it was taken to the dealer was 23,345.<sup>3</sup> The vehicle was retained by the dealer until August 19, 2014.<sup>4</sup> The incident occurred on a Friday and she did not get the vehicle back until the following Tuesday. Ms. Lozano also mentioned to the dealer's service advisor the incidents regarding the speedometer needle dropping and the trouble lights illuminating. She was told that the technicians had looked at the vehicle's cables and sensors and that no error messages had appeared on any of the scanning devices. However, none of that information was put on a repair order, although she asked for the dealer's technicians to do so. Ms. Lozano was told that since the vehicle was just dropped off by the Gillman representatives, the dealer's technicians could not do a full diagnostic check on the vehicle.

After the vehicle was returned to Ms. Lozano, she continued to experience the problem with the speedometer needle dropping, the trouble lights illuminating, and the beeping noise. This was occurring a few times a week, perhaps once every two days. However, Ms. Lozano did not make another appointment with a dealer to have the concerns looked into, since she felt it was going to be the same. She felt that she was going to be given a run around and that nobody was listening to her. She felt that she was going to be told that the problem couldn't be duplicated and that there were no errors indicated in the computers, so there was nothing that they could do.

Around September 5, 2014, Ms. Lozano was driving the vehicle about 70 mph on the highway when the engine shut off. She had no control over the vehicle's acceleration. Ms. Lozano was able to pull the vehicle over to the side of the highway. The vehicle's brakes and power steering were still operating. When she got to the side of the road, Ms. Lozano turned off the vehicle for about ten minutes. After waiting about ten minutes, Ms. Lozano was able to start the vehicle. She was able to drive the vehicle without any acceleration problems. She immediately drove it to Gillman where a representative told her she would have to take the vehicle to a Jeep dealer. Ms. Lozano informed the Gillman representative that something had to happen with the vehicle. She

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<sup>3</sup> Complainant Ex. 2, Repair Order dated August 18, 2014.

<sup>4</sup> *Id.*

didn't know what was going on or what they had sold her. So, the Gillman representative decided to have their service technician look at the vehicle. The Gillman technician could not duplicate the problem with the vehicle. However, the technicians performed a three part fuel service on the vehicle.<sup>5</sup> The vehicle's mileage on this occasion was 20,368.<sup>6</sup> Ms. Lozano was provided with a loaner vehicle while her vehicle was being repaired. Ms. Lozano also mentioned to the Gillman representative the problem she was experiencing with the vehicle's speedometer needle dropping, the trouble lights illuminating, and the beeping noise. The technician had no idea what might be causing this issue. However, the Gillman representative was adamant about Ms. Lozano taking the vehicle to a Jeep dealer to address the issues, since it was a Jeep vehicle and still under factory warranty.

Within a day or so after getting the vehicle back from the dealer, Ms. Lozano began experiencing the problems with the speedometer, the trouble lights, and the beeping again. So, Complainant took the vehicle to Bluebonnet on September 9, 2014. The vehicle was in their possession for about a week and a half. The technician for Bluebonnet looked into the issue as to why the vehicle had died on Ms. Lozano twice. The technician performed a PCM flash update on the vehicle and then test drove it for several miles without any problems.<sup>7</sup> In addition, he did not find any active trouble codes in the vehicle's computer.<sup>8</sup> The vehicle's oil pressure warning light also illuminated while in the dealer's possession.<sup>9</sup> The technician replaced the vehicle's oil pressure switch in order to address that issue.<sup>10</sup> The vehicle's mileage when taken to Bluebonnet on this occasion was 23,868.<sup>11</sup> Complainant was not provided with a loaner vehicle during this repair visit.

Ms. Lozano testified that the following day after getting the vehicle back from Bluebonnet, she was driving to work and the vehicle's engine shut off again. In addition, the vehicle's trouble lights illuminated and she heard the beeping sound she had heard in the past. So, she left the vehicle at her house and had it towed back to Bluebonnet. Ms. Lozano also testified that she left the vehicle at Bluebonnet until Respondent's technical advisor visited the dealership to inspect it in November of 2014. While the vehicle was in Bluebonnet's possession, Complainant rented a vehicle for Ms. Lozano to drive.

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<sup>5</sup> Complainant Ex. 3, Repair Order dated September 5, 2014.

<sup>6</sup> *Id.* Complainant indicated that the vehicle was in Gillman's possession for a week, although the repair order indicates it was only in their possession for one day. In addition, it appears that the mileage was incorrectly recorded as 20,368 on this visit, since the mileage on the repair visit that occurred on August 19, 2014, was 23,345 and for the repair visit on September 9, 2014, was 23,868.

<sup>7</sup> Complainant Ex. 4, Repair Order dated September 9, 2014.

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

Complainant filed a Lemon Law complaint regarding the vehicle on September 16, 2014.<sup>12</sup> She also mailed a letter to Respondent on September 9, 2014, informing them of Complainant's concerns with the vehicle.<sup>13</sup>

Ms. Lozano testified that she was contacted by Respondent's representatives and she made arrangements for a final inspection and repair attempt of the vehicle by Respondent's technical advisor. The final inspection and repair attempt took place on November 6, 2014, at Bluebonnet Jeep. The technical advisor inspected the vehicle and checked all of the battery connectors. He found that the battery cables were loose and did not have a good connection with the battery.<sup>14</sup> So, the cables were tightened. The technical advisor concluded that the vehicle was working properly.<sup>15</sup> The vehicle's mileage at the time of the final inspection was 26,449.<sup>16</sup>

Since the final inspection and repair attempt, Ms. Lozano has not experienced any issues with the vehicle's speedometer needle dropping, the trouble lights illuminating, or the beeping noise sounding or with the vehicle dying or stalling while she's driving it. However, she has experienced trouble with the vehicle not starting in the morning. This has created problems with her morning commute. She has to leave for work fifteen minutes early in case the vehicle doesn't start. If it doesn't start on the first try, she will wait five to ten minutes to try again. Ms. Lozano had not taken the vehicle to the dealer to have this concern addressed as of the date of hearing. She had taken the vehicle to O'Reilly Auto Parts for a diagnosis. However, she was informed by an O'Reilly representative that if a diagnostic light was not illuminated then they would not be able to diagnose the problem. In addition, she has noticed that the dashboard digital display lights have gone in and out. Finally, she sometimes feels the engine "jumping." The vehicle has not died on her, however.

Ms. Lozano indicated that she was scared for her life while driving the vehicle. She was driving the vehicle at 70 mph and the car turned off on her. She couldn't do anything or go anywhere, because she didn't want to die. That was her mindset. She didn't take the vehicle in for repairs because it was too stressful. She's not sure that the vehicle is working properly, despite what Respondent's technical advisor stated in his report. She would like the vehicle to be junked. She feels that there is something wrong with the vehicle. She doesn't want to trade in the vehicle for a new one, because she doesn't want someone else to purchase her vehicle and experience the same type of problems. Ms. Lozano wants Respondent to purchase the vehicle and give her back everything that she's put in to the vehicle.

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<sup>12</sup> Complainant Ex. 6, Lemon Law complaint date stamped September 16, 2014.

<sup>13</sup> Complainant Ex. 7, Letter to Chrysler Group Customer Care dated September 9, 2014.

<sup>14</sup> Complainant Ex. 5, Repair Order dated November 6, 2014.

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

On redirect examination, Ms. Lozano testified that the vehicle died on her on or about September 20, 2014, the day after it was last seen by Bluebonnet Jeep and that she returned it to Bluebonnet. It was returned to her on an unknown date. She doesn't think that anyone from Bluebonnet looked at the vehicle nor did she get a repair order. Ms. Lozano was told by a Bluebonnet representative that since she did not have an appointment, the technicians would look at the vehicle when they had time. Ms. Lozano got the vehicle back from Bluebonnet and was driving it on October 23, 2014, when it died again. However, Ms. Lozano did not take the vehicle to the dealer to have it looked at until the inspection on November 6, 2014.

**C. Respondent's Evidence and Arguments**

Stuart Ritchey, Technical Adviser, has worked for Chrysler for 29 years. He's been a technical advisor since 1994. Before that he worked as a district parts and service DM, as well as a Chrysler service district manager. Before working with Chrysler, he also worked for American Motors as a service district manager. Mr. Ritchey currently has all eight Automotive Service Excellence (ASE) certifications for passenger vehicles.

Mr. Ritchey testified that during the test drive taken on the hearing date the only thing he felt was the transmission downshifting when Ms. Lozano was driving 40 to 50 mph around a curve. The bucking, surging or rough engine feel that Ms. Lozano experiences when driving the vehicle between 30 to 45 mph is likely caused by the vehicle's torque converter. The torque converter is constantly slipping, so what will happen is, depending on the engine load, if you're slowing down or speeding up, you will feel the transmission shifting which is completely normal. Once you're above 45 mph the torque converter is at full lock up, so you won't feel the slippage. In addition, it's common that the dashboard display (PRNDL) and the radio will get bright and dim similar to fluorescent lighting. You'll notice it more at night time and when you have a heavy electrical load in the vehicle. The generator is trying to generate additional power and it's difficult for the generator to do so at a lower speed. So, the display and radio lights may flicker or the headlamps may even flicker. It won't go completely black, but it's like a dimmer switch where the lights get bright and then dim. It's more noticeable at night. This is common in all vehicles that have fluorescent dashboard lights. Mr. Ritchey also testified that during the test drive, he did not see anything on the vehicle that needed repair.

During cross examination, Mr. Ritchey testified that if the engine is running rough or "jumping," then it's very possible that the dashboard lights will flicker. The engine runs the generator, so if the engine is running rough the generator pulses with it and the flicker will occur. The engine running rough causes the generator to speed up or slow down and will affect the lights. The engine running rough could be caused by numerous reasons. Just because the engine runs rough

doesn't mean that there's anything wrong with it. If the engine is running at a higher rpm, then you won't see the flickering as much.

Mr. Ritchey performed the final inspection and repair on the vehicle on November 6, 2014. He was concentrating on Ms. Lozano's concerns regarding the engine shutting off, the trouble lights illuminating, and the beeping noise (chimes). He performed a physical inspection of the vehicle to see if there was any body damage to it. The vehicle's tire pressure light was illuminated during the inspection. The check engine light was off. He connected a scanner to the vehicle to see if there were any fault codes that could be ascertained. There were two stored fault codes in the system: Engine Oil Pressure switch circuit and Battery Voltage high. A stored fault code means that there was a problem, but it corrected itself or someone has corrected it. Mr. Ritchey testified that he could not get the vehicle to act up during his test drive in November. He let the engine run for about 31 minutes to get it hot, since he wasn't sure if the problems occurred more when the vehicle was cold or hot. While the vehicle was idling, Mr. Ritchey monitored it with a scanner to see if any problems came up. He drove the vehicle for fifteen minutes to San Marcos. He then parked the vehicle and let it idle. While the vehicle was running, he opened the hood and started to check the engine wires and cables. He discovered that the vehicle's battery cable was loose. When Mr. Ritchey grabbed the battery cable, the vehicle stalled out and the check engine light illuminated. However, he doesn't know if the trouble lights illuminated and the beeping noise occurred, since he was outside of the vehicle when the engine stalled. He does know, however, that whenever a vehicle's battery loses connection then various lights and chimes occur in the vehicle. That's how he determined that the battery connection was the problem with the vehicle. Mr. Ritchey drove the vehicle back to the dealer and still did not experience any problems with it. When he arrived at the dealership, Mr. Ritchey had a technician tighten the battery cable to resolve Ms. Lozano's issues with the vehicle. In addition, the technician put air in the vehicle's tire in order to address the trouble light regarding the tire pressure. Mr. Ritchey did not see any other problems with the vehicle.

Jan Kershaw, Early Resolution Case Manager, first became involved in this case when she was notified of the Lemon Law complaint filed by Complainant. Ms. Kershaw contacted Complainant and Ms. Lozano by email on October 21, 2014, to ascertain their concerns with the vehicle. Ms. Kershaw informed Ms. Lozano that Respondent would like to perform an inspection and a final repair attempt of the vehicle if she still had concerns with it. Ms. Lozano responded to Ms. Kershaw and informed her that the vehicle turned off that morning (October 23, 2014) while she was driving it and asking for an inspection of the vehicle. So, Ms. Kershaw made arrangements for the inspection and for a loaner vehicle for Complainant while the inspection was being performed. The inspection was performed on November 6, 2014. The vehicle has a basic three year/36,000 mile warranty and a five year/100,000 mile power train warranty.

During cross examination, Ms. Kershaw testified that the basic warranty is not affected by the "extended warranty" (service contract) purchased by Complainant when she purchased the vehicle. The service contract is sometimes called an extended warranty and is a contract between the purchaser and provider to provide services above and beyond the basic warranty. Respondent's basic warranty does not provide for a rental vehicle if there arises a need for service to the vehicle. Complainant's service contract is called an after-market service contract and is not sold by Respondent. It doesn't take away the basic warranty. It does add to the warranty, but along the provisions outlined by the provider. The extended warranty is not cancelled by the Respondent's basic warranty.

#### **D. Analysis**

The remedy Complainant is seeking is for Respondent to repurchase the vehicle. However, this remedy is not available to Complainant, since it is not a new motor vehicle, but is a used vehicle. As such, the only remedy available to Complainant is an order to repair the vehicle under the provisions of Section 2301.204 of the Occupations Code. In order to determine whether Complainant has a remedy under this section of the Occupations Code, there first has to be evidence of a defect or condition in the vehicle that has not been repaired by Respondent.

Complainant's Lemon Law complaint specifies that the issues she was concerned with were: the speedometer needle would drop when she was driving the vehicle with no attendant decrease in speed, the trouble lights on the dashboard would flash and a beeping noise would occur whenever the speedometer needle dropped, and the vehicle's engine would turn off intermittently. The evidence presented at the hearing indicates that the repairs performed during the final inspection and repair attempt in November of 2014, addressed those issues, since the problems have not occurred again since that repair. Therefore, it appears that the defect or condition has been repaired and is no longer grounds for relief.

Respondent's warranty applicable to Complainant's used vehicle provides coverage for three (3) years or 36,000 miles whichever comes first. In addition, Respondent's powertrain warranty provides coverage for five (5) years or 100,000 miles whichever comes first. On the date of hearing, the vehicle's mileage was 28,698 and it remains under both warranties. Complainant indicated during the hearing that she has been experiencing another issue where the vehicle will not start on occasion. Since the vehicle is still under Respondent's warranties, Respondent is still under an obligation to address this issue. In addition, Respondent is liable to repair the vehicle whenever there is any other problem covered by their warranties.

Complainant's request for repair relief is denied.

**III. FINDINGS OF FACT**

1. Sharron Sabsook (Complainant) purchased a used 2014 Jeep Patriot on June 7, 2014, from Gillman Subaru with mileage of 20,045 at the time of purchase.
2. The manufacturer of the vehicle, Chrysler Group LLC (Respondent) issued a warranty for the vehicle for three years or 36,000 miles and a powertrain warranty for 5 years or 100,000 miles.
3. The vehicle's mileage on the date of hearing was 28,698.
4. At the time of hearing the vehicle was still under warranty.
5. Complainant filed the Lemon Law complaint because her vehicle's engine shut off at least three times while she was driving it. In addition, the vehicle's speedometer needle would intermittently drop without the vehicle slowing down and, at the same time, the vehicle's trouble lights would illuminate and she would hear a beeping noise.
6. On August 18, 2014, Complainant's vehicle died at a stop light while Kortinae Lozano (Complainant's daughter) was driving it. The vehicle would not accelerate after Ms. Lozano restarted the vehicle.
7. The vehicle was taken to Respondent's authorized dealer, San Antonio Dodge-Chrysler-Jeep-Ram, in San Antonio, Texas on August 18, 2014, for repair. The vehicle's mileage at the time was 23,345. No repairs were performed because the problem could not be duplicated.
8. On September 5, 2014, the vehicle's engine shut off while Ms. Lozano was driving it on the freeway. She was able to pull over to the side of the road safely and was able to restart the vehicle after about ten minutes.
9. Complainant took the vehicle to Gillman Subaru for repairs on September 5, 2014. The reported mileage for the vehicle at this time was 20,638.
10. Gillman Subaru's service technicians were not able to duplicate the concern, but they performed a three part fuel service on the vehicle to address Complainant's concerns. No other repairs were performed at the time.

11. On September 9, 2014, Complainant took the vehicle to another of Respondent's authorized dealers, Bluebonnet Jeep, in New Braunfels, Texas to have the vehicle looked at due to the concerns described in Findings of Fact No. 5.
12. Bluebonnet's service technicians performed a PCM flash update to the vehicle. In addition, they replaced the vehicle's oil pressure switch.
13. On September 16, 2014, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
14. On October 21, 2014, Ms. Lozano was driving the vehicle when it died on her.
15. Respondent performed an inspection and final repair on the vehicle on November 6, 2014, at Bluebonnet. The mileage on the vehicle was 26,449.
16. During the final repair attempt, Respondent's technical advisor determined that the vehicle's battery cables were loose and instructed Bluebonnet's service technicians to tighten them.
17. The concerns raised by Complainant in Findings of Fact No. 5 have not recurred since the final repair attempt of November 6, 2014.
18. On October 31, 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.
19. The hearing convened on February 9, 2015, in Austin, Texas before Hearings Examiner Edward Sandoval. Complainant was represented by Kortinae Lozano, daughter. Respondent was represented by Jan Kershaw, Early Resolution Case Manager. The hearing record was closed on February 17, 2015, upon the receipt of Complainant's documentation.

#### IV. CONCLUSIONS OF LAW

1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code § 2301.204 (Warranty Performance).

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 bears the burden of proof in this matter.
6. Complainant failed to prove by a preponderance of the evidence that the vehicle has a verifiable defect or condition that is covered by Respondent's warranty. Tex. Occ. Code § 2301.204.
7. Respondent remains responsible to address and repair or correct any defects that are covered by Respondent's warranties. Tex. Occ. Code § 2301.204.

### ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that Complainant's petition for relief pursuant to Texas Occupations Code § 2301.204 is hereby **DISMISSED**.

**SIGNED February 27, 2015.**



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**EDWARD SANDOVAL  
CHIEF HEARINGS EXAMINER  
OFFICE OF ADMINISTRATIVE HEARINGS  
TEXAS DEPARTMENT OF MOTOR VEHICLES**