

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 16-0156 CAF**

**RAGENE CONWAY,
Complainant**

v.

**GENERAL MOTORS LLC,
Respondent**

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**BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS**

DECISION AND ORDER

Ragene Conway (Complainant) filed a complaint with the Texas Department of Motor Vehicles seeking relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged warrantable defects in his vehicle manufactured by General Motors LLC (Respondent). The hearings examiner concludes that the subject vehicle has a warrantable defect that creates a substantially impairs the vehicle's market value. Consequently, the Complainant's vehicle qualifies for repurchase/replacement or warranty repair.

I. Procedural History, Notice and Jurisdiction

Matters of notice of hearing¹ and jurisdiction were not contested and are discussed only in the Findings of Fact and Conclusions of Law. The hearing in this case convened and the record closed on April 13, 2016, in Fort Worth, Texas, before Hearings Examiner Andrew Kang. The Complainant, represented and testified for himself. Kevin Phillips, Business Resource Manager, represented the Respondent. John Metcalf, District Manager Aftersales and Irfaun Bacchus, Field Service Engineer, testified for the Respondent.

¹ TEX. GOV'T CODE § 2001.051.

II. Discussion

A. Applicable Law

1. Repurchase/Replacement Relief

A vehicle qualifies for repurchase or replacement if the manufacturer cannot “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 of the motor vehicle after a reasonable number of attempts.”² In other words, (1) the vehicle must have a defect covered by an applicable warranty (warrantable defect); (2) the defect must either (a) create a serious safety hazard or (b) substantially impair the use or market value of the vehicle; and (3) the defect must continue to exist after a “reasonable number of attempts” at repair.³ In addition, the Lemon Law imposes other requirements for repurchase/replacement relief, including (1) a mailed written notice of the defect to the manufacturer, (2) an opportunity to repair by the manufacturer, and (3) a deadline for filing a Lemon Law complaint.

a. Serious Safety Hazard

The Lemon Law defines “serious safety hazard” as a life threatening malfunction or nonconformity that: (1) substantially impedes a person’s ability to control or operate a vehicle for ordinary use or intended purposes, or (2) creates a substantial risk of fire or explosion.⁴

b. Substantial Impairment of Use or Value

i. Impairment of Use

In determining substantial impairment of use, the Department considers “whether a defect or nonconformity hampers the intended normal operation of the vehicle.” For instance, “while a vehicle with a non-functioning air conditioner would be available for use and transporting passengers, its intended normal use would be substantially impaired.”⁵

² TEX. OCC. CODE § 2301.604(a).

³ TEX. OCC. CODE § 2301.604(a).

⁴ TEX. OCC. CODE § 2301.601(4).

⁵ *Dutchmen Manufacturing, Inc. v. Texas Department of Transportation, Motor Vehicle Division*, 383 S.W.3d 217, 228 (Tex. App.—Austin 2012).

ii. Impairment of Value

The Department applies a reasonable purchaser standard for determining whether a defect substantially impairs the value of a vehicle. The reasonable purchaser standard “does not require an owner to present an expert witness or any technical or market-based evidence to show decreased value.” Instead, under this standard, “factfinders should put themselves in the position of a reasonable prospective purchaser of the subject vehicle and determine (based on the evidence presented) if the current condition of the vehicle would deter them from buying the vehicle or substantially negatively affect how much they would be willing to pay for the vehicle.”⁶

c. Reasonable Number of Repair Attempts

Generally, a rebuttable presumption is established that the vehicle had a reasonable number of repair attempts if:

[T]he same nonconformity continues to exist after being subject to repair four or more times by the manufacturer, converter, or distributor or an authorized agent or franchised dealer of a manufacturer, converter, or distributor and: (A) two of the repair attempts were made in the 12 months or 12,000 miles, whichever occurs 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 occurs first, immediately following the date of the second repair attempt.⁷

However, the statutory rebuttable presumption does not preclude otherwise finding a reasonable number of attempts to repair the vehicle based on different circumstances and fewer attempts.⁸ Furthermore, the Department adopted a decision indicating that if a consumer presents the vehicle

⁶ *Dutchmen Manufacturing, Inc. v. Texas Department of Transportation, Motor Vehicle Division*, 383 S.W.3d 217, 228 (Tex. App.—Austin 2012) (“[T]he Division’s interpretation that expert testimony or technical or market-based evidence is not required to show diminished value or use is consistent with the statute’s goal of mitigating manufacturers’ economic advantages in warranty-related disputes.”).

⁷ TEX. OCC. CODE § 2301.605(a)(1)(A) and (B). Texas Occupations Code § 2301.605(a)(2) and (a)(3) provide alternative methods for establishing a rebuttable presumption that a reasonable number of attempts have been undertaken to conform a vehicle to an applicable express warranty. Section 2301.605(a)(2) only applies to a nonconformity that creates a serious safety hazard, and § 2301.605(a)(3) requires that the vehicle be out of service for repair for a 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.

⁸ “[T]he existence of statutory presumptions does not forbid the agency from finding that different circumstances or fewer attempts meet the requisite ‘reasonable number of attempts.’” *Ford Motor Company v. Texas Department of Transportation*, 936 S.W.2d 427, 432 (Tex. App.—Austin 1996, no writ).

to a dealer for repair and the dealer fails to repair the vehicle, then that visit would constitute a repair attempt unless the consumer was at fault for the failure to repair the vehicle.⁹

d. Other Requirements

Even if a vehicle satisfies the preceding requirements for repurchase/replacement relief, the Lemon Law prohibits repurchase or replacement unless: (1) the owner or someone on behalf of the owner mailed written notice of the alleged defect or nonconformity to the manufacturer;¹⁰ (2) the manufacturer was given an opportunity to cure the defect or nonconformity;¹¹ and (3) the Lemon Law complaint was filed within six months after the earliest of: the warranty's expiration date or the dates on which 24 months or 24,000 miles had passed since the date of original delivery of the motor vehicle to an owner.¹²

2. Warranty Repair Relief

Even if repurchase or replacement relief does not apply, a vehicle may still qualify for warranty repair if the vehicle has a “defect . . . that is covered by a manufacturer's, converter's, or distributor's . . . warranty agreement applicable to the vehicle.”¹³ The manufacturer, converter, or distributor has an obligation to “make repairs necessary to conform a new motor vehicle to an applicable . . . express warranty.”¹⁴

⁹ “[O]nly those occasions when failure to repair the vehicle was the fault of the consumer would not be considered a repair attempt under the statute.” *DaimlerChrysler Corporation v. Williams*, No. 03-99-00822-CV (Tex. App.—Austin, June 22, 2000, no writ) (not designated for publication).

¹⁰ TEX. OCC. CODE § 2301.606(c)(1). Note: the Lemon Law does not define the words “mailed” or “mail”, so under the Code Construction Act, the common usage of the word applies. TEX. GOV'T CODE § 311.011. Dictionary.com defines “mail” as “to send by mail; place in a post office or mailbox for transmission” or “to transmit by email.” mail. Dictionary.com. *Dictionary.com Unabridged*. Random House, Inc. <http://www.dictionary.com/browse/mail> (accessed: April 01, 2016). Also, 43 TEX. ADMIN. CODE § 215.204 provides that “[u]pon receipt of a complaint for lemon law or warranty performance relief, the department will provide notification of the complaint to the appropriate manufacturer, converter, or distributor.” The Department's notice of the complaint to the Respondent may satisfy the requirement that someone on behalf of the owner mailed notice of the defect/nonconformity to the Respondent.

¹¹ TEX. OCC. CODE § 2301.606(c)(2). Note: a repair visit to a dealer can satisfy the “opportunity to cure” requirement if the manufacturer authorized repairs by the dealer after written notice to the manufacturer, i.e., the manufacturer essentially authorized the dealer to attempt the final repair on the manufacturer's behalf. *See Dutchmen Manufacturing, Inc. v. Texas Department of Transportation, Motor Vehicle Division*, 383 S.W.3d 217, 226 (Tex. App.—Austin 2012).

¹² TEX. OCC. CODE § 2301.606(d)(2).

¹³ TEX. OCC. CODE § 2301.204.

¹⁴ TEX. OCC. CODE § 2301.603(a).

A. Complainant's Evidence and Arguments

On November 28, 2014, the Complainant, purchased a new 2013 Chevrolet Tahoe from AutoNation Chevrolet West Austin, a franchised dealer of the Respondent, in Austin, Texas. The vehicle had 69 miles on the odometer at the time of purchase.¹⁵ The vehicle's bumper to bumper warranty covers the vehicle for three years or 36,000 miles.¹⁶ On January 7, 2016, the Complainant mailed a written notice of defect to the Respondent.¹⁷ On January 14, 2016, the Complainant filed a Lemon Law complaint (Complaint) with the Texas Department of Motor Vehicles (Department) alleging that the vehicle would lunge while at a complete stop, the vehicle made a pinging sound, and the vehicle accelerated sluggishly.¹⁸

The Complainant took the vehicle to a dealer for repair as shown below:

Date	Miles	Issue
05/18/15	2,767	Pinging noise when accelerating hard between 40 and 60 mph ¹⁹
11/11/15	5,656	Pinging sound while driving 30 mph; vehicle feels sluggish when accelerating; vehicle lunges forward at stops ²⁰
11/13/15	5,669	Pinging sound; vehicle sluggish while accelerating; vehicle lunges at stops ²¹
12/08/15	5,864	Vehicle lunges/surges at a complete stop; sluggish feeling changing lanes and entering highway; pinging sound at idle and when accelerating ²²
02/25/16	7,586	Vehicle lunges and surges at a complete stop; sluggish feeling changing lanes and entering highway; pinging sound when accelerating ²³

At the hearing, the Complainant identified three issues with the vehicle: (1) lunging when coming to a stop; (2) a pinging sound (which others may describe as knocking) audible in the cabin

¹⁵ Complainant's Ex. 2, Odometer Disclosure Statement.

¹⁶ Complainant's Ex. 3, Global Warranty Vehicle Summary.

¹⁷ Complainant's Ex. 8, Written Notice to Respondent.

¹⁸ Complainant's Ex. 9, Complaint.

¹⁹ Complainant's Ex. 4, Invoice CTCS907816.

²⁰ Complainant's Ex. 5, RO 429384W.

²¹ Complainant's Ex. 5, RO 429937C.

²² Complainant's Ex. 6, Invoice 893336.

²³ Complainant's Ex. 7, Invoice 901173.

during acceleration; and (3) vehicle sluggishness while accelerating for lane changes and entering the highway. The Complainant testified that the invoices in evidence reflect all of the vehicle's warranty repairs. The Complainant first noticed the lunging in February of 2015 and last experienced it the night before the hearing on April 12, 2016. He estimated that the vehicle would move about half a foot to two feet. None of the repairs resolved this issue. The Complainant first noticed the pinging in February of 2015 and last noticed it the day before the hearing. He explained that the noise was "pretty random" but that he could hear it when accelerating, not hard but gradually, and also when slowly accelerating from zero and turning corners. The repairs did not successfully resolve this issue. The Complainant first noticed the sluggish acceleration in February of 2015. He would experience the sluggishness more when getting on the highway as opposed driving around town. The repairs did not successfully resolve this issue. He last experienced the sluggishness the night before the hearing. He explained that acceleration is never instantaneous since it is a truck, but the vehicle would accelerate and change gears slowly. The Complainant expressed a preference for replacement relief.

B. Respondent's Evidence and Arguments

John Metcalf, District Manager Aftersales, affirmed that while riding in the subject vehicle, he did not experience any sluggishness, pinging or lunging forward. Mr. Metcalf confirmed that the Global Warranty document would show any recalls or other action required by a dealership in the "Required Field Actions" section and that problems across the vehicle platform may appear there. The Global Warranty document shows that the "Vehicle has no current record of required field actions."²⁴ Mr. Metcalf indicated that the Complainant experienced the lunging, pinging, and sluggishness in February but did not bring the vehicle in for service until May, suggesting that the problems were not serious enough to warrant bringing in immediately. Mr. Metcalf's testimony reflected that not all of the repairs were charged to the Respondent under warranty, but the dealer absorbed the charges. During a test drive at a dealership, Mr. Metcalf rode as a passenger but did not experience any of the Complainant's concerns but did hear a change in the engine note when changing from eight to four cylinders (economy mode), which is a normal characteristic of the

²⁴ Respondent's Ex. 4, Global Warranty Vehicle Summary.

vehicle. Mr. Metcalf stated that he would feel comfortable driving the vehicle and that in his opinion the vehicle did not have any loss in value.

Mr. Bacchus testified that the vehicle did not make any unusual noise. He further stated that he did not hear anything about the vehicle that poses a risk of fire, explosion or loss of control. However, he did hear a pinging sound when the vehicle changed between eight and four cylinders. Mr. Bacchus explained that engine load (e.g., when going up-hill) and throttle affects when the vehicle goes to eight cylinder mode and that the vehicle has a feature to allow monitoring when the vehicle is in eight or four cylinder mode. A tradeoff of the four cylinder mode (a fuel economy feature) is engine noise. Mr. Bacchus testified that none of the concerns could be duplicated. With respect to the lunging, Mr. Bacchus explained that the driver could have had one foot the gas and one foot on the brake simultaneously, or maybe the air conditioning compressor may have turned on, raising the rpms. He noted that accelerator pedal operation inconsistent with the engine sensor would activate a “check engine”.

C. Inspection

At the inspection during the hearing, the vehicles’ odometer had 8,940 miles. During the test drive, the Complainant identified the “ping” sound, which appeared to be the sound an engine may normally make while operating in high gear at lower rpms. The noise occurred more in V-4 mode but did occur in V-8 mode right before a gear change. During accelerations on a highway on-ramp and on the highway itself, the vehicle’s accelerated as would be expected from a full-size SUV. The vehicle did not exhibit any lunging.

D. Analysis

1. Lunging

The record reflects the vehicle continues to have an issue with lunging at a stop. The various repair attempts have not successfully resolved this issue. The repair orders show two repair attempts within the first 12 months or 12,000 miles and another two repair attempts in the subsequent 12 months or 12,000 miles. Under the reasonable prospective buyer standard, such a buyer would reasonably be deterred from buying the vehicle or would substantially offer less for the vehicle because of the lunging nonconformity.

2. Pinging

The complained of pinging (knocking) noise appears to be the sound an engine may normally make under load at lower rpms in high gear and not a defect. In essence, the noise arises from the engine laboring since the engine produces less power at lower rpms. During the test drive, this noise occurred at low rpms in high gear (and almost entirely in V-4 mode, which improves fuel economy but reduces power even more than just operating at lower rpms), consistent with the engine laboring when it has less power available. In the one instance when the pinging occurred in V-8 mode, the noise occurred in high gear before the vehicle downshifted to a lower gear. Moreover, the Complainant testified that the noise would occur when accelerating slowly, in which case the vehicle would stay in higher gear rather than downshifting to a lower gear. This description of when the noise occurs comports with engine noise that may normally occur at lower rpms in higher gear. However, such noise is not a defect and therefore not a basis for relief.

3. Acceleration

During the test drive at the hearing, the vehicle appeared to accelerate normally for a full-size SUV. Mr. Bacchus found an 8.5 second 0 to 60 mph time for the vehicle.²⁵ The acceleration of the vehicle appeared consistent with an 8.5 second 0 to 60 time. Accordingly, the acceleration issued does not support any relief.

III. Findings of Fact

1. On November 28, 2014, the Complainant, purchased a new 2013 Chevrolet Tahoe from AutoNation Chevrolet West Austin, a franchised dealer of the Respondent, General Motors LLC, in Austin, Texas. The vehicle had 69 miles on the odometer at the time of purchase.
2. The vehicle's bumper to bumper warranty covers the vehicle for three years or 36,000 miles.
3. The Complainant took the vehicle to a dealer for repair as shown below:

²⁵ www.autorooster.com.

Date	Miles	Issue
05/18/15	2,767	Pinging noise when accelerating hard between 40 and 60 mph ²⁶
11/11/15	5,656	Pinging sound while driving 30 mph; vehicle feels sluggish when accelerating; vehicle lunges forward at stops ²⁷
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02/25/16	7,586	Vehicle lunges and surges at a complete stop; sluggish feeling changing lanes and entering highway; pinging sound when accelerating ³⁰

4. On January 7, 2016, the Complainant mailed a written notice of defect to the Respondent.
5. On January 14, 2016, the Complainant filed a Lemon Law complaint (Complaint) with the Texas Department of Motor Vehicles (Department) alleging that the vehicle would lunge while at a complete stop, the vehicle made a pinging sound, and the vehicle accelerated sluggishly.
6. On March 9, 2016, the Department's Office of Administrative Hearings issued a notice of hearing directed to the Complainant and the 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.
7. The hearing in this case convened and the record closed on April 13, 2016, in Fort Worth, Texas, before Hearings Examiner Andrew Kang. The Complainant, represented and testified for himself. Kevin Phillips, Business Resource Manager, represented the

²⁶ Complainant's Ex. 4, Invoice CTCS907816.

²⁷ Complainant's Ex. 5, RO 429384W.

²⁸ Complainant's Ex. 5, RO 429937C.

²⁹ Complainant's Ex. 6, Invoice 893336.

³⁰ Complainant's Ex. 7, Invoice 901173.

Respondent. John Metcalf, District Manager Aftersales and Irfaun Bacchus, Field Service Engineer, testified for the Respondent.

8. The vehicle's odometer displayed 8,940 miles at the time of the hearing.
9. The vehicle's warranty was in effect at the time of the hearing.
10. The vehicle operated normally during the test drive at the hearing.
11. The vehicle lunges after stopping.
12. The attempted repairs have not successfully resolved the lunging issue.
13. The vehicle does not otherwise have any nonconformities.

IV. Conclusions of Law

1. The Texas Department of Motor Vehicles has jurisdiction over this matter. TEX. OCC. CODE §§ 2301.601-2301.613 (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. The Complainant timely filed a sufficient complaint with the Department. TEX. OCC. CODE §§ 2301.204, 2301.606(d); 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. The Complainant bears the burden of proof in this matter. 43 TEX. ADMIN. CODE § 206.66(d).
6. The Complainant's vehicle qualifies for replacement or repurchase. A warrantable defect that substantially impairs the use or market value of the vehicle continues to exist after a reasonable number of repair attempts. TEX. OCC. CODE § 2301.604.

V. Order

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that the Complainant's petition for relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 is **GRANTED**. It is further **ORDERED** that the Respondent shall repair the warrantable defect in the reacquired vehicle identified in this Decision. **IT IS THEREFORE ORDERED** that:

1. The Respondent shall, in accordance with Texas Administrative Code § 215.208(d)(1)(A), promptly authorize the exchange of the Complainant's vehicle (the reacquired vehicle) with the Complainant's choice of any comparable motor vehicle.
2. The Respondent shall instruct the dealer to contract the sale of the selected comparable vehicle with the Complainant under the following terms:
 - a. The sales price of the comparable vehicle shall be the vehicle's Manufacturer's Suggested Retail Price (MSRP);
 - b. The trade-in value of the Complainant's vehicle shall be the MSRP at the time of the original transaction, less a reasonable allowance for the Complainant's use of the vehicle;
 - c. The use allowance for replacement relief shall be calculated in accordance with the formula outlined in Texas Administrative Code § 215.208(b)(2) (the use allowance is \$2,996.16);
 - d. The use allowance paid by the Complainant to the Respondent shall be reduced by \$35.00 (the refund for the filing fee) (after deducting the filing fee, the use allowance is reduced to **\$2,961.16**, which is the amount that the Complainant must be responsible for at the time of the vehicle exchange).
3. The Respondent's communications with the Complainant finalizing replacement of the reacquired vehicle shall be reduced to writing, and a copy thereof shall be provided to the Department within twenty (20) days of completion of the replacement.
4. The Respondent shall obtain a Texas title for the reacquired vehicle prior to resale and issue a disclosure statement on a form provided or approved by the Department.³¹
5. The Respondent shall affix the disclosure label to the reacquired vehicle in a conspicuous location (e.g., hanging from the rear view mirror). Upon the Respondent's first retail sale

³¹ Correspondence and telephone inquiries regarding disclosure labels should be addressed to: Texas Department of Motor Vehicles, Enforcement Division-Lemon Law Section, 4000 Jackson Avenue Building 1, Austin, Texas 78731, Phone (512) 465-4076.

of the reacquired vehicle, the disclosure statement shall be completed and returned to the Department.

6. Within sixty (60) days of transfer of the reacquired vehicle, the Respondent shall provide to the Department written notice of the name, address and telephone number of any transferee (wholesaler or equivalent), regardless of residence.
7. The Respondent shall repair the defect or condition that was the basis of the vehicle's reacquisition and issue a new 12 month/12,000 mile warranty on the reacquired vehicle.
8. Upon replacement of the Complainant's vehicle, the Complainant shall be responsible for payment or financing of the usage allowance of the reacquired vehicle, any outstanding liens on the reacquired vehicle, and applicable taxes and fees associated with the new sale, excluding documentary fees. Further, in accordance with 43 Tex. Administrative Code § 215.208(d)(2):
 - a. If the comparable vehicle has a higher MSRP than the reacquired vehicle, the Complainant shall be responsible at the time of sale to pay or finance the difference in the two vehicles' MSRPs to the manufacturer, converter or distributor; and
 - b. If the comparable vehicle has a lower MSRP than the reacquired vehicle, the Complainant will be credited the difference in the MSRP between the two vehicles. The difference credited shall not exceed the amount of the calculated usage allowance for the reacquired vehicle.
9. The Complainant shall be responsible for obtaining financing, if necessary, to complete the transaction.
10. The replacement transaction described in this Order shall be completed within 20 days after the date this Order becomes final under Texas Government Code § 2001.144.³² If the transaction cannot be accomplished within the ordered time period, the Respondent shall repurchase the Complainant's vehicle pursuant to the repurchase provisions set forth in 43 Tex. Administrative Code § 215.208(b)(1) and (2). The repurchase price shall be **\$46,228.56**. The refund shall be paid to the Complainant and the lien holder, if any, as their

³² (1) If a party does not timely file a motion for rehearing, this Order becomes final when the period for filing a motion for rehearing expires, or (2) if a party timely files a motion for rehearing, this Order becomes final when: (A) the Department renders an order overruling the motion for rehearing, or (B) the Department has not acted on the motion within 45 days after the party receives a copy of this Decision and Order.

interests appear. If clear title is delivered, the full refund shall be paid to the Complainant.

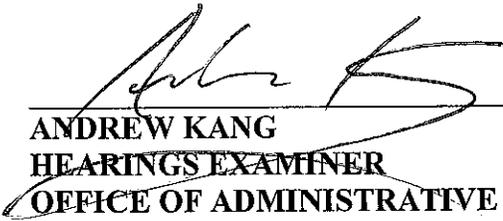
The calculations for the repurchase price are as follows:

Purchase price, including tax, title, license and registration	\$49,154.72
Delivery mileage	69
Mileage at first report of defective condition	5,656
Mileage on hearing date	8,940
Useful life determination	120,000

Purchase price, including tax, title, license and registration				\$49,154.72
Mileage at first report of defective condition	5,656			
Less mileage at delivery	-69			
Unimpaired miles	5,587			
Mileage on hearing date	8,940			
Less mileage at first report of defective condition	-5,656			
Impaired miles	3,284			
<i>Reasonable Allowance for Use Calculations:</i>				
Unimpaired miles	5,587	÷	120,000	× \$49,154.72 = \$2,288.56
Impaired miles	3,284	÷	120,000	× \$49,154.72 × 50% = \$672.60
Total reasonable allowance for use deduction				\$2,961.16
Purchase price, including tax, title, license and registration				\$49,154.72
Less reasonable allowance for use deduction				-\$2,961.16
Plus filing fee refund				\$35.00
TOTAL REPURCHASE AMOUNT				\$46,228.56

11. If the Complainant's vehicle is substantially damaged or there is an adverse change in its condition, beyond ordinary wear and tear, from the date of the hearing to the date of the Respondent's reacquisition of the vehicle, and the parties are unable to agree on an amount allowed for such damage or condition, either party may request reconsideration by the final order authority of the trade-in value of the Complainant's vehicle.

SIGNED June 10, 2016



**ANDREW KANG
HEARINGS EXAMINER
OFFICE OF ADMINISTRATIVE HEARINGS
TEXAS DEPARTMENT OF MOTOR VEHICLES**