

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 16-0247 CAF**

CURTIS MORRIS,	§	BEFORE THE OFFICE
Complainant	§	
v.	§	OF
	§	
GENERAL MOTORS LLC,	§	
Respondent	§	ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Curtis Morris (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-.613 (Lemon Law) for alleged defects in his 2015 Cadillac Escalade. Complainant asserts that the vehicle’s transmission intermittently shifts erratically and jerks the vehicle. In addition, he intermittently hears and feels a hard thump from the transmission. General Motors LLC (Respondent) argued that the vehicle has been repaired and that no relief is warranted. The hearings examiner concludes that the vehicle does have an existing warrantable defect, and Complainant is eligible for replacement 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 September 8, 2016, in Houston, Texas before Hearings Examiner Edward Sandoval and closed that same day. Complainant, Curtis Morris, appeared and represented himself at the hearing. In addition, Tiburcio Hernandez, friend and co-worker, testified for Complainant. Respondent was represented by Kevin Phillips, Business Resource Manager. Bruce Morris, Field Service Engineer, and Jose Milan, District Manager for After-Sales, testified for Respondent.

II. DISCUSSION

A. Applicable Law

The Texas Lemon Law provides that a manufacturer of a motor vehicle must repurchase or replace a vehicle complained of under the Texas Occupations Code 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

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

manufacturer.² Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.³

In addition to the five conditions, a rebuttable presumption exists that a reasonable number of attempts have been undertaken to conform a motor vehicle to an applicable express warranty if the same nonconformity continues to exist after being subject to repair four or more times and: (1) 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 (2) 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.⁴

B. Complainant's Evidence and Arguments

Complainant, Curtis Morris, purchased a 2015 Cadillac Escalade from Sewell Cadillac (Sewell) in Houston, Texas on December 26, 2014, with mileage of 10 at the time of delivery.⁵ Respondent provided a bumper-to-bumper warranty for the vehicle for four (4) years or 50,000 miles, whichever comes first.⁶ In addition, Respondent's powertrain warranty provides for coverage for the vehicle's powertrain for six (6) years or 70,000 miles.⁷ On the date of hearing the vehicle's mileage was 26,987. At this time, Respondent's warranty coverage for the vehicle is still in effect.

1. Curtis Morris' Testimony

Complainant testified that he first experienced a problem with the vehicle's transmission after he had driven the vehicle about 6,000 miles. He heard a hard thump from the transmission when he was making a U-turn under Interstate 10. While coasting before coming to a stop, Complainant heard and felt a hard thump. He thought that the vehicle had been hit from behind by another vehicle, but there was no one behind him. So, Complainant took the vehicle to Sewell on June 5, 2015. Complainant testified that he informed Sewell's service advisor of the issue with the

² Tex. Occ. Code § 2301.606(c)(1).

³ Tex. Occ. Code § 2301.606(c)(2).

⁴ Tex. Occ. Code § 2301.605(a)(1)(A) and (B). Texas Occupations Code § 2301.605(a)(2) and (a)(3) provide alternative methods for a complainant to establish a rebuttable presumption that a reasonable number of attempts have been undertaken to conform a vehicle to an applicable express warranty. However, § 2301.605(a)(2) applies only 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.

⁵ Complainant Ex. 1, Retail Purchase Agreement dated December 26, 2014.

⁶ Respondent Ex. 2, New Vehicle Limited Warranty.

⁷ *Id.*

transmission making a hard thump. However, no repair was performed for this issue.⁸ During the repair visit an oil change, tire rotation, and recalls were performed on the vehicle.⁹ The vehicle's mileage when it was taken to the dealership on this occasion was 7,430.¹⁰ The vehicle was returned to Complainant the same day. Complainant was not provided with a loaner or rental vehicle while his vehicle was being serviced.

Complainant testified that the vehicle seemed to drive fine for a few weeks. However, it soon started shifting erratically and he again experienced a hard thump at the same location under Interstate 10. On September 30, 2015, Complainant took the vehicle to Sewell because of his concerns with the vehicle's transmission. Not only was it shifting erratically, but the vehicle would not move in reverse first thing in the morning without applying the throttle more than normal.¹¹ Sewell's service technician verified that the transmission was shifting harshly and reset the transmission's shift points.¹² The mileage on the vehicle when Complainant took it to the dealership on this occasion was 13,392.¹³ The vehicle was returned to Complainant on October 6, 2015.¹⁴ Complainant was provided with a loaner vehicle while his vehicle was being repaired.

The vehicle drove fine for a while after the repairs were performed, but soon the transmission again began shifting erratically. On December 2, 2015, Complainant again took the vehicle to Sewell because of the transmission issues. Complainant informed Sewell's service advisor that the vehicle was surging intermittently when driving at low speeds and that he was hearing a whining noise from the transmission when he lifted his foot from the gas pedal.¹⁵ The service technician took a test drive in the vehicle with Complainant and could not duplicate the problems.¹⁶ No repairs were performed at the time. The vehicle's mileage when it was delivered to the dealer on this occasion was 15,835.¹⁷ The vehicle was in Sewell's possession for six (6) days. Complainant was provided with a loaner vehicle while his vehicle was being repaired.

Complainant testified that after getting the vehicle back it started driving herky-jerky and he heard another hard thump from the transmission. Complainant took the vehicle to Sewell on March 23, 2016, due to his concerns with the transmission. Sewell's service technician verified a jerking feeling from the transmission when coming to a stop in the vehicle.¹⁸ The technician

⁸ Complainant Ex. 2, Repair Order dated June 5, 2015.

⁹ *Id.*

¹⁰ *Id.*

¹¹ Complainant Ex. 3, Repair Order dated September 30, 2015.

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

¹⁵ Complainant Ex. 7, Repair Order dated December 2, 2015.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ Complainant Ex. 5, Repair Order dated March 23, 2016.

reprogrammed the vehicle's transmission control module in order to address the concern.¹⁹ The vehicle's mileage on this repair visit was 19,827.²⁰ Sewell had possession of the vehicle for two (2) days.²¹ Complainant was provided a loaner vehicle while his vehicle was being repaired.

Complainant stated that the repair in March of 2016 addressed the clunk that he was experiencing when putting the vehicle's transmission into reverse, but he continued to feel a hard thump intermittently when driving the vehicle. As a result, Complainant wrote a letter to Respondent advising them of the fact that he felt that the vehicle was not being repaired and requesting that the vehicle be repurchased.²² Complainant filed a Lemon Law complaint with the Texas Department Of Motor Vehicles (Department) on April 19, 2016.²³

Complainant was contacted by Respondent and requested to take the vehicle to a dealer for repair. On May 9, 2016, Respondent's representative verified the concern and recommended that the vehicle's transmission be replaced.²⁴ Sewell's technician replaced the transmission as suggested by Respondent's representative.²⁵ The vehicle's mileage on this occasion was 21,506.²⁶ Complainant was provided with a loaner vehicle while his vehicle was being repaired.

Complainant stated that the vehicle drove like brand new after the transmission replacement. However, he soon began experiencing problems with the transmission again. He was driving the vehicle in a parking lot when he heard and felt a loud thump from the transmission. Complainant took the vehicle back to Sewell on June 23, 2016. The technician verified the concern and performed a shift adapt relearn to the transmission.²⁷ The vehicle's mileage on this occasion was 22,468.²⁸ The vehicle was in Sewell's possession for one (1) day. Complainant was provided a loaner vehicle while his vehicle was being repaired.

Complainant testified that the vehicle is still acting the same as in the past. He feels that the vehicle's transmission shifts erratically on an almost daily basis. In addition, he has experienced the loud thump from the transmission at least once since the last repair in June of 2016.

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

²² Complainant Ex. 7 Letter to General Motors Company, undated.

²³ Complainant Ex. 6, Lemon Law Complaint dated April 19, 2016. The complaint was signed and dated by Complainant on April 15, 2016, but was not received by the Department until April 19, 2016, which is the effective date of the complaint.

²⁴ Complainant Ex. 8, Repair Order dated May 9, 2016.

²⁵ *Id.*

²⁶ *Id.*

²⁷ Complainant Ex. 9, Repair Order dated June 23, 2016.

²⁸ *Id.*

During cross-examination, Complainant indicated that he is the primary driver of the vehicle. Other people may drive the vehicle about 10 percent of the time. He has not taken the vehicle off road. He's not had any accidents when driving the vehicle. The vehicle's windshield is cracked. He had to replace a tire which was flat. There has been no undercarriage damage to the vehicle. Complainant has not added any after-market items to the vehicle. The vehicle has never stalled while anyone was driving it. Complainant has never seen a warning message regarding the vehicle's transmission illuminate during any of the times that he has experienced a problem with the vehicle.

Complainant also testified that he was upside down on his trade in when he purchased the vehicle. In addition, he added window tint and pin stripes to the vehicle at a cost of \$199 each. Complainant has been reimbursed for those add-ons.

2. Tiburcio Hernandez' Testimony

Tiburcio Hernandez, Complainant's friend and co-worker, stated that he was a passenger in the vehicle in late August of 2015. He was on a road trip in the vehicle and experienced several sporadic shifts from the vehicle's transmission. In particular, on a trip back to Houston on August 28, 2016, when going up a hill, Mr. Hernandez observed that the engine RPM's went up to 3000 then down to 1800 and he felt a hard thump in the vehicle from the transmission. Mr. Hernandez stated that he has experienced similar hard thumps in the past when he's been in Complainant's vehicle. Mr. Hernandez testified that he is in the vehicle an average of about five (5) hours per week.

C. Respondent's Evidence and Arguments

1. Jose Milan's Testimony

Jose Milan is Respondent's District Manager for After-Sales. He has worked in the automotive industry for 28 years. Mr. Milan has worked for the last sixteen (16) years for Respondent. He has worked as an automotive technician in the past and was an Automotive Service Excellence (ASE) certified technician.

Mr. Milan testified that he is familiar with the eight (8) speed transmission that was installed in Complainant's vehicle. He says that all of the vehicles with this type of transmission vibrate and shudder. The transmission has a wider range of gear shifts and it sometimes takes a while for the transmission to adapt to the driver's driving habits. Mr. Milan also testified that he went for a test drive in Complainant's vehicle and that he didn't feel any problems with the vehicle's transmission on the drive.

2. Bruce Morris' Testimony

Bruce Morris, Field Service Engineer, also testified for Respondent. He has worked in the automotive industry for 31 years. He has worked for approximately 20 years as a technician. He has 25 ASE certifications. In addition, he has been certified as a General Motors (GM) World Class Technician.

Mr. Morris testified that he has driven Complainant's vehicle four (4) times over the past several months. On May 10, 2016, Mr. Morris performed Respondent's final repair attempt on the vehicle at Sewell Cadillac. Mr. Morris verified that the vehicle's transmission had a harsh shift. So, he decided that the transmission needed replacement. On June 30, 2016, Mr. Morris returned for another inspection of the vehicle at Sewell and performed a vehicle transmission shift learn on the vehicle as all of the clutches were above required thresholds.²⁹ He determined at that time that the vehicle was operating as designed.³⁰

Mr. Morris stated that he feels that the vehicle does not have a defect and that Complainant is experiencing the vehicle's normal operating characteristics. After taking a test drive in the vehicle at the time of hearing, Mr. Morris stated that he did not feel any abnormal bumps from the vehicle's transmission during the test drive. He was able to feel the transmission shift gears, but he indicated that the vehicle was driving as designed.

D. Analysis

Under Texas' Lemon Law, Complainant bears the burden of proof to establish by a preponderance of evidence that a defect or condition creates a serious safety hazard or substantially impairs the use or market value of the vehicle. In addition, Complainant must meet the presumption that a reasonable number of attempts have been undertaken to conform the vehicle to an applicable express warranty. Finally, Complainant is required to serve written notice of the nonconformity on Respondent, who must be allowed an opportunity to cure the defect. If each of these requirements is met and Respondent is still unable to conform the vehicle to an express warranty by repairing the defect, Complainant is entitled to have the vehicle repurchased or replaced.

Complainant purchased the vehicle on January 2, 2015, and presented the vehicle to an authorized dealer of Respondent due to his concerns with the vehicle's transmission on the following dates: June 5, 2015, September 30, 2015, December 2, 2015, and March 23, 2016.

²⁹ Respondent Ex. 4, Vehicle Legal Inspection report dated May 10, 2016.

³⁰ *Id.*

Occupations Code § 2301.604(a) requires a showing that Respondent was unable to conform the vehicle to an applicable express warranty "after a reasonable number of attempts." Section 2301.604(a) goes on to specify that a rebuttable presumption that a reasonable number of attempts to repair have been made if "two or more 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 two other repair attempts were made in the 12 months or 12,000 miles, whichever occurs first, immediately following the date of the second repair attempt." The evidence presented at the hearing establishes that Complainant has met the requirements of this test. Complainant presented the vehicle for repairs to an authorized dealer for Respondent on four (4) occasions. Although the mileage on the vehicle at the time of the second visit was 13,192, this is not fatal, as the second repair attempt was not significantly beyond the 12,000 mile standard. In addition, the next two repair attempts were performed within the next year and the next 12,000 miles. As such, Complainant has established that a reasonable number of attempts to repair the vehicle were made by Respondent.

In addition, the evidence presented at the hearing indicates that Complainant also provided Respondent with a final opportunity to cure the defect. Complainant informed Respondent via letter of his dissatisfaction with the vehicle. The vehicle was inspected on May 10, 2016, by Respondent's representative who had the vehicle's transmission replaced. In addition, the representative inspected the vehicle a second time on June 30, 2016, and performed a transmission shift learn for the vehicle. However, the vehicle's transmission continues to shift erratically and intermittently makes a hard thump when shifting.

The evidence indicates that the defect in Complainant's vehicle creates a serious safety hazard as defined in the Code. The fact that the vehicle does not shift properly impairs Complainant's ability to control or operate the vehicle for its ordinary use or purposes. As such, Complainant has met his burden of proof to establish a warrantable and existing defect or condition that creates a serious safety hazard.

In addition, the defect in Complainant's vehicle substantially impairs its use and market value. The vehicle's transmission shifting erratically and making a hard thump when it does shift makes it less desirable to drive than comparable vehicles. In addition, it can cause the driver to decide that the vehicle is not roadworthy for extended trips which can affect its marketability due to the reduced capacity for use.

Based on the evidence and the arguments presented, the hearings examiner finds that repurchase of the vehicle is the appropriate remedy in this case. Complainant's request for repurchase relief is hereby granted.

III. FINDINGS OF FACT

1. Curtis Morris (Complainant) purchased a new 2015 Cadillac Escalade on December 26, 2014, from Sewell Cadillac, in Houston, Texas with mileage of 10 at the time of delivery.
2. The manufacturer of the vehicle, General Motors LLC (Respondent), issued a bumper-to-bumper warranty for four (4) years or 50,000 miles, whichever occurs first and a separate powertrain warranty for six (6) years or 70,000 miles.
3. The vehicle's mileage on the date of hearing was 26,987.
4. At the time of hearing the vehicle was still under warranty.
5. After purchasing the vehicle, Complainant noticed that the vehicle's transmission shifts erratically and intermittently makes a hard thump which can be heard and felt in the vehicle.
6. Complainant took the vehicle to Respondent's authorized dealer in order to address his concerns with the vehicle's transmission, on the following dates:
 - a. June 5, 2015, at 7,430 miles;
 - b. September 30, 2015, at 13,392 miles;
 - c. December 2, 2015, at 15,835 miles; and
 - d. March 23, 2016, at 19,827 miles.
7. Respondent, through its authorized dealer, undertook a reasonable number of attempts to conform Complainant's vehicle to an applicable express warranty, but the nonconformity in the vehicle continues to exist.
8. The defective condition of Complainant's vehicle creates a serious safety hazard. A vehicle that does not shift properly impairs Complainant's ability to control or operate the vehicle for its ordinary use or purposes.
9. The defective condition of Complainant's vehicle substantially impairs its use and market value. The vehicle's transmission shifting erratically and making a loud thump makes it less desirable to drive than comparable vehicles. In addition, it can cause the driver to decide that the vehicle is not roadworthy for extended trips which can affect its marketability due to the reduced capacity for use.

10. Complainant provided written notice of the defect to Respondent, and Respondent was given the opportunity to inspect the vehicle on May 10, 2016.
11. On April 19, 2016, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
12. On June 28, 2016, 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.
13. The hearing in this case convened on September 8, 2016, in Houston, Texas before Hearings Examiner Edward Sandoval and closed that same day. Complainant, Curtis Morris, appeared and represented himself at the hearing. In addition, Tiburcio Hernandez, friend and co-worker, testified for Complainant. Respondent was represented by Kevin Phillips, Business Resource Manager. Bruce Morris, Field Service Engineer, and Jose Milan, District Manager for After-Sales, testified for Respondent.

IV. CONCLUSIONS OF LAW

1. The Texas Department of Motor Vehicles (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 bears the burden of proof in this matter.

6. Complainant's vehicle has an existing defect or condition that creates a serious safety hazard. Tex. Occ. Code § 2301.604(a).
7. Complainant's 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 Complainant's 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, Complainant is 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 Complainant's 2015 Cadillac Escalade. Tex. Occ. Code § 2301.604(a)(1).

IT IS THEREFORE ORDERED that:

1. Respondent shall accept the return of the vehicle from Complainant. Respondent shall have the right to have its representatives inspect the vehicle upon the return by Complainant. 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 this final order;
2. Respondent shall repurchase the subject vehicle in the amount of **\$67,717.35**.³¹ Complainant is not entitled to reimbursement of incidental expenses. The refund shall be paid to Complainant 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 Complainant. At the time of 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, Complainant is responsible for providing Respondent with clear title to the vehicle;

³¹ The original purchase price of the vehicle was \$75,562.95, before the accessories, tax, title, license, and other required fees were added. The repurchase price was reduced by \$2,458.98 which was the amount the dealership paid to pay off the lien that Complainant owed on his trade-in, a 2013 Cadillac Escalade. In addition, Respondent has already reimbursed Complainant \$398 for the vehicle's window tint and pin striping. This amount was also deducted from the repurchase price.

Purchase price, including tax, title, license and registration	\$79,005.48
Delivery mileage	10
Mileage at first report of defective condition	7,430
Mileage on hearing date	26,987
Useful life determination	120,000

Purchase price, including tax, title, license and registration					\$79,005.48
Mileage at first report of defective condition					7,430
Less mileage at delivery					<u>-10</u>
Unimpaired miles					7,420
Mileage on hearing date					26,987
Less mileage at first report of defective condition					<u>-7,430</u>
Impaired miles					19,557
Reasonable Allowance for Use Calculations:					
Unimpaired miles					
	<u>7,420</u>				
	120,000	X	\$79,005.48	=	\$4,885.17
Impaired miles					
	<u>19,557</u>				
	120,000	X	\$79,005.48	X .5	= <u>\$6,437.96</u>
Total reasonable allowance for use deduction:					\$11,323.13
Purchase price, including tax, title, license and registration					\$79,005.48
Less reasonable allowance for use deduction					\$11,323.13
Plus filing fee refund					<u>\$35.00</u>
TOTAL REPURCHASE AMOUNT					\$67,717.35

3. Within twenty (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 reacquired vehicle prior to resale and issue a disclosure statement on a form provided or approved by the Department,³²
5. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall affix the disclosure label to the reacquired vehicle in a conspicuous. Upon Respondent's first retail sale 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, Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall provide to the Department written notice of the name, address and telephone number of any transferee (wholesaler or equivalent), regardless of residence.

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 **GRANTED**. It is further **ORDERED** that Respondent shall repair the warrantable defect in the reacquired vehicle identified in this Decision.

SIGNED October 26, 2016



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

³² 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.