

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 16-0295 CAF**

**STEPHEN CROON, JR.,
Complainant**

v.

**FCA US LLC,
Respondent**

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§

BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Stephen Croon, Jr. (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his new 2015 Dodge Durango. Complainant asserts there are several issues with the vehicle, including but not limited to: the vehicle not starting on a cold start, the radio's preset stations revert to their default status periodically, a hub bearing needing replacement, the vehicle dying while he was driving it, and a lack of acceleration. FCA US LLC (Respondent) argued that the vehicle has been repaired and is operating as designed at this time. The hearings examiner concludes that although the vehicle may have a currently existing warrantable defect, Complainant is not eligible for repurchase or replacement relief since he did not meet all of the statutory requirements for such relief under the Lemon Law.

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 and the record closed on November 9, 2016, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainant represented himself in the hearing. Respondent was represented by Jan Kershaw, Early Resolution Case Manager. Tim Mancini, Technical Advisor, testified for Respondent.

II. DISCUSSION

A. Applicable Law

The Lemon Law provides, in part, that a manufacturer of a motor vehicle must repurchase or replace a vehicle complained of with a comparable vehicle if the following conditions are met. First, the manufacturer is not able to conform the vehicle to an applicable express warranty by repairing or correcting a defect after a reasonable number of attempts.¹ Second, the defect or condition in the vehicle creates a serious safety hazard or substantially impairs the use or market value of the vehicle.² Third, the owner must have mailed written notice of the alleged defect or

¹ Tex. Occ. Code § 2301.604(a).

² *Id.*

nonconformity to the manufacturer.³ Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.⁴

In addition to these 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.⁵

B. Complainant's Evidence and Arguments

Complainant purchased a new 2015 Dodge Durango, from Allen Samuels Dodge (Samuels) in Katy, Texas on July 27, 2015.⁶ The vehicle had mileage of 66 at the time of purchase.⁷ Respondent's basic warranty provides coverage for three (3) years or 36,000 miles, whichever comes first.⁸ In addition, Respondent provides a five (5) year or 100,000 mile powertrain warranty.⁹ On the date of hearing the vehicle's mileage was 31,541. At this time, Respondent's warranties for the vehicle are still in effect.

Complainant testified that he and his girlfriend, Erin Granger, have experienced several problems with the vehicle. Sometimes the vehicle won't start, the radio's preset stations revert to their default status, at one time a hub bearing needed replacement, the vehicle has died while Complainant was driving it, and it hesitates upon acceleration. Ms. Granger is the primary driver of the vehicle.

A few days after purchasing the vehicle Complainant discovered that the vehicle's touch screen did not work. He took the vehicle to Samuels for repair on August 3, 2015. Samuels' service

³ Tex. Occ. Code § 2301.606(c)(1).

⁴ Tex. Occ. Code § 2301.606(c)(2).

⁵ 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.

⁶ Complainant Ex. 1, Motor Vehicle Retail Installment Sales Contract dated July 27, 2015.

⁷ Complainant Ex. 2, Odometer Disclosure Statement dated July 27, 2015.

⁸ Respondent Ex. 2, VIP Summary Report dated November 8, 2016.

⁹ *Id.*

technician determined that there was a loss of communication with the vehicle's modules.¹⁰ The technician disconnected the vehicle's integrated center stack (ICS) module and reconnected it to resolve the issue.¹¹ The mileage on the vehicle at the time was 474.¹² The vehicle was in Samuels' possession for one day. Complainant was provided with a rental vehicle while his vehicle was being repaired.

About a month later, Complainant began hearing a humming noise intermittently from the front of the vehicle when it was being driven. The noise occurred at different speeds and seemed to be coming from the tires. In addition, Complainant was experiencing problems with the vehicle's radio muting and resetting the programmed stations to default occasionally when he turned the vehicle off.

On September 29, 2015, Complainant took the vehicle to Samuels for repair. Samuels' technician replaced the vehicle's right front hub bearing to resolve the issue of the humming noise.¹³ In addition, the technician performed a software flash for the vehicle's radio frequency hub module (RFHM) which controls key functionality and for the vehicle's amplifier in an attempt to resolve the problems with the radio.¹⁴ The vehicle's mileage on this occasion was 4,715.¹⁵ The vehicle was in Samuel's possession until October 2, 2015. Samuels provided a rental vehicle to Complainant while his vehicle was being repaired.

Complainant testified that he occasionally hears the humming noise again, but has not taken the vehicle for repair for the issue again. Complainant stated that the radio issues were still occurring after the repair. In addition, at times the vehicle's warning system will indicate that the key fob has been taken out of the vehicle, when it actually is still within the vehicle. This occurs on rare occasions.

Complainant took the vehicle to Samuels for further repairs on January 21, 2016. Complainant indicated to Samuels' service advisor that the vehicle was running rough and had died when he was driving on the highway at 65 mph; that when he turned on the vehicle's air conditioner, intermittently the defroster would turn on and emit heat; that the vehicle would occasionally indicate that the key fob has left the vehicle when the key is still in the vehicle; and that the vehicle's right front door was rattling. The technician was unable to duplicate the problem of the vehicle running rough and dying, so no further action was taken on that issue.¹⁶ The technician calibrated the HVAC's actuators which resolved the issue of the air conditioner defaulting to the

¹⁰ Complainant Ex. 3, Repair Order dated August 3, 2015.

¹¹ *Id.*

¹² *Id.*

¹³ Complainant Ex. 5, Repair Order dated September 29, 2015.

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ Complainant Ex. 6, Repair Order dated January 21, 2016.

defroster mode.¹⁷ The technician also programmed a new key fob for the vehicle in an attempt to resolve the issue of the warning indicating that the fob had left the vehicle.¹⁸ Also, the technician found that the right front door panel was unclipped on the top, so he reclipped the door panel which resolved that issue.¹⁹ Finally, the technician flashed the vehicle's amplifier and reprogrammed the transmission control module (TCM) and the powertrain control module (PCM).²⁰ The vehicle's mileage on this occasion was 11,246.²¹ The vehicle was in the dealer's possession until January 26, 2016.²² Complainant was provided with a rental vehicle while his vehicle was being repaired.²³

Complainant testified that Ms. Granger began experiencing problems with the vehicle's transmission. The vehicle had a hard time shifting gears and would jerk hard around second gear. In addition, the vehicle seemed to lack acceleration when she was driving it. She continued to have problems with the radio going back to its default settings. Sometimes the vehicle wouldn't start. It would crank and wouldn't start on a cold start. It would sometimes take five (5) to ten (10) minutes to start. Also, on one occasion, Ms. Granger had set the cruise control and the vehicle did not slow down as it was supposed to when it came upon another vehicle.

Complainant took the vehicle to AutoNation (formerly Samuels) for repair on February 20, 2016. The service technician performed a drive learn on the vehicle per the instructions provided by one of Respondent's technical service bulletins (TSB's) in order to address the issue of the hard transmission shift.²⁴ To address Complainant's concern of the radio pausing and reverting to its default settings when a different function button was pushed, the technician reprogrammed the radio's software.²⁵ The technician was unable to duplicate the concerns regarding the vehicle's lack of acceleration, the vehicle not starting on a cold start, or the cruise control not slowing the vehicle down when coming upon another vehicle, so no repairs were performed for these issues.²⁶ The vehicle's mileage on this occasion was 12,128.²⁷ The vehicle was in AutoNation's possession until February 26, 2016.²⁸ Complainant was provided with a rental vehicle while his vehicle was being repaired.²⁹

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

²³ *Id.*

²⁴ Complainant Ex. 7, Repair Order dated February 20, 2016.

²⁵ *Id.*

²⁶ *Id.*

²⁷ *Id.*

²⁸ *Id.*

²⁹ *Id.*

As a result of the problems with the vehicle, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) with an effective date of May 31, 2016.³⁰ Complainant never mailed a letter to Respondent informing them of his concerns with the vehicle. Complainant testified that he was never contacted by Respondent asking for an opportunity for a final repair attempt on the vehicle.

Complainant stated that he or Ms. Granger will feel a hard shift in the vehicle's transmission at least once a week. Also, the vehicle will lack power on acceleration a few times per week. However, Complainant has not taken the vehicle to a dealer for repair for these issues since February 20, 2016. He also stated that the radio mutes every time that they press another radio function button. The issue with the vehicle failing to start on a cold start hadn't occurred during the two (2) or three (3) months prior to the hearing date. Complainant is not sure if the cruise control is working properly or not, since they've not been using it since the last repair in February of 2016.

Complainant also testified that the vehicle died prior to the January 21, 2016, repair visit. Despite the dealer's service technician not being able to recreate the problem, Complainant stated that the vehicle died on two other occasions a few weeks after the January repair. He could not recall the dates when the vehicle died, but did indicate that he always took the vehicle for repair for the issue.

Complainant stated that the within the first month after purchasing the vehicle, it stopped due to the forward collision warning system turning on despite the fact that there was not a vehicle in the lane in front of Complainant's vehicle. He indicated that he informed the dealer's service advisor of this issue when he took the vehicle in for repair on the next repair visit, but it was not documented on the repair order. The problem did not recur after the one incident.

During cross-examination, Complainant testified that Ms. Granger was stranded in the vehicle in August of 2015, when one of the vehicle's tires had a blow-out. She called roadside assistance, but a representative never arrived to help her. Complainant stated that he drove from Beaumont, Texas to Katy, Texas where Ms. Granger was and changed the tire. Complainant then took the vehicle to Samuels where he was informed that Ms. Granger had run over something which caused the blow-out.

Complainant stated that he declined Respondent's request for a final repair attempt on the vehicle. He did not respond to Respondent's email regarding possible dates for a final repair

³⁰ Complainant Ex. 8, Lemon Law complaint dated May 31, 2016. Although the complaint was signed by Complainant on May 24, 2016, it was not received by the Texas Department of Motor Vehicles until May 31, 2016, which is the effective date of the complaint.

attempt. In addition, Complainant never provided Respondent written notice of his dissatisfaction with the vehicle.

C. Respondent's Evidence and Arguments

1. Jan Kershaw's Testimony

Jan Kershaw, Early Resolution Case Manager, testified that Respondent received notice of the Lemon Law complaint and it was referred to her. On August 3, 2016, Ms. Kershaw emailed Complainant to verify his concerns with the vehicle and to schedule a final repair attempt on the vehicle. Complainant did not respond to Ms. Kershaw's email. She sent another email to Complainant on August 16, 2016, asking for a response. Complainant responded to the email, but did not indicate when he would make the vehicle available for a final repair attempt. Ms. Kershaw emailed Complainant again on August 30, 2016, and provided several possible dates for a final repair attempt on the vehicle. However, Complainant never responded to the email.

2. Tim Mancini's Testimony

Tim Mancini, Technical Advisor, has worked eleven (11) years in the automotive industry. He has worked for Respondent for five (5) years. He's been a technical advisor for his entire period of employment with Respondent. Mr. Mancini has a BA in automotive technology. He has five (5) Automotive Service Excellence (ASE) certifications. In addition, Mr. Mancini has attained the highest level of training offered by Respondent.

Mr. Mancini testified that he feels that the vehicle is operating as designed. He participated in a test drive of the vehicle at the time of hearing and stated that the vehicle feels normal. He felt that the vehicle did not lack power or hesitated. It started immediately. He did state that there seems to be a half second volume skip on the radio when a preset station button is pressed and feels that this may be the result of a software issue. Mr. Mancini stated that everything on the radio seemed to be working normally otherwise.

Mr. Mancini also stated that the adaptive cruise control (ACC) seemed to be working as designed. He stated that the ACC and Forward Collision Warning (FCW) system work off of the same sensor. If one's not working, then the other system will not work either. The FCW is only supposed to work when there's something in the lane immediately ahead of the vehicle. If the driver is approaching a vehicle or an object too fast or the driver doesn't hit the brakes, then the system will stop the vehicle and it can be scary for the driver. The FCW should not activate if there is not a vehicle or object immediately in front of the vehicle.

Mr. Mancini testified that the vehicle has a push button start system. A radio frequency is sent out by the vehicle's key fob and should be detected by an antenna within the vehicle the signal is bounced to the vehicle's radio frequency control module which reads the signal and will allow the vehicle to start. It can detect that the fob is within the vehicle or is removed from the vehicle. The signal can be interrupted and this can cause the key fob warning light to illuminate. There can be several causes for such an interruption.

Mr. Mancini indicated that Respondent will issue technical service bulletins (TSB's) in order to aid dealer's service technicians with diagnosing and repairing known issues. They are specific to certain types of vehicles.

Regarding the vehicle making a humming noise, Mr. Mancini stated that the noise could be caused by the vehicle's tires if the tires aren't rotated properly. The hum could also be caused by road noise or road surface.

Mr. Mancini testified that DTC's are diagnostic trouble codes which are stored on a vehicle's module when a fault is detected. It can give guidance as to what a problem may be, but the problem still needs to be diagnosed by a technician.

D. Analysis

Under the 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 July 27, 2015, and presented the vehicle to Respondent's authorized dealer due to his concerns with the vehicle on the following dates: August 3, 2015; September 29, 2015; January 21, 2015; and February 20, 2016. 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 2301.605(a) specifies 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” and the same nonconformity continues to exist. The evidence presented at the hearing establishes that Complainant has not met the requirements of this test since the vehicle was not presented for repair for the same nonconformity on four occasions. Each time Complainant took the vehicle to the dealer for repair, he mostly raised different issues, except for the issues regarding the key fob and the radio reverting to its default settings. The evidence indicates that the issues with the integrated center stack module, the air conditioner defaulting to the defrost mode, the right front door panel coming off all appeared to be repaired prior to the filing of the Lemon Law complaint. In addition, Complainant did not return the vehicle for additional repairs for the issues of the humming noise from the front of the vehicle, idling rough, transmission shifting hard, lacking power on acceleration, the failure to start on a cold start, and the vehicle not slowing down when a vehicle was in the same lane in front of the vehicle when the cruise control was activated, and the forward collision warning being activated even though another vehicle was not in the same lane as Complainant’s vehicle. All of these issues were only raised once to the dealer’s service advisor as problems needing repair. As a result, the hearings examiner must hold that Complainant has not met the presumption that Respondent has been provided with a reasonable number of attempts to repair the vehicle for these issues.

In addition, the evidence presented at the hearing indicates that Complainant did not provide written notice to Respondent that he was dissatisfied with the vehicle nor did he provide Respondent with a final opportunity to cure the defect with the vehicle. Occupations Code § 2301.606(c) provides that “an order issued under this subchapter [Subchapter M, Lemon Law] may not require a manufacturer, converter, or distributor to make a refund or to replace a motor vehicle unless: (1) the owner or a person on behalf of the owner has mailed written notice of the alleged defect or nonconformity to the manufacturer, converter, or distributor; and (2) the manufacturer, converter, or distributor has been given an opportunity to cure the alleged defect or nonconformity.” Complainant never mailed Respondent written notice of his dissatisfaction with the vehicle. The only notice to Respondent was the notice from the Department that Complainant had filed a Lemon Law complaint. In addition, after Respondent was notified of the filing of the Lemon Law complaint, Respondent attempted to arrange a final repair attempt of the vehicle. Respondent’s representative provided Complainant several dates via email when Respondent’s representative would be available to perform a final repair attempt of the vehicle. Complainant never responded to the email.

From the evidence presented, it is apparent that Complainant has not met the requirements for replacement or repurchase relief under the Occupations Code, since four repair attempts were not made for the same nonconformity on the vehicle and because he did not give written notice of the defect to Respondent and he failed to allow Respondent a final opportunity to repair the vehicle. However, it does appear that Complainant may have some valid concerns regarding the vehicle, including: the transmission’s hard shift, the lack of power on acceleration, the cruise

control and forward collision warning systems not working properly, and the key fob warning indicator activating. Respondent's express warranty applicable to Complainant's vehicle provides coverage for three (3) years or 36,000 miles whichever comes first. On the date of hearing, the vehicle's mileage was 31,154 and it remains under this warranty. As such, Respondent is under an obligation to repair the vehicle under the terms of the express warranty. Complainant is encouraged to present the vehicle to Respondent's authorized dealer in order to have his concerns with the vehicle addressed.

Complainant's request for repurchase or replacement relief is denied.

III. FINDINGS OF FACT

1. Stephen Croon, Jr. (Complainant) purchased a new 2015 Dodge Durango on July 27, 2015, from Allen Samuels Dodge (Samuels) in Katy, Texas with mileage of 66 at the time of purchase.
2. The manufacturer of the vehicle, FCA US LLC (Respondent), issued an express warranty for the vehicle for three (3) years or 36,000 miles. They also issued a powertrain warranty for the vehicle good for five (5) years or 100,000 miles.
3. The vehicle's mileage on the date of hearing was 31,541.
4. At the time of hearing the warranties for the vehicle were still in effect.
5. Complainant has several concerns with the vehicle, these are:
 - a. the integrated center stack module not working properly;
 - b. a humming noise from the right front of the vehicle which occurs during driving;
 - c. the key fob not being detected even though it's in the vehicle;
 - d. the vehicle running rough;
 - e. the vehicle dying;
 - f. the air conditioner defaulting to defrost mode when the temperature is changed;
 - g. the right front door panel rattling;
 - h. the transmission shifting hard in second gear;
 - i. a lack of power during acceleration;
 - j. the radio mutes whenever another radio function button is pressed;
 - k. a failure to start on cold starts; and
 - l. the cruise control and forward collision warning systems not working properly.

6. Complainant's vehicle was serviced by Respondent's authorized dealer, Samuels, on the following dates because of Complainant's concerns with the vehicle:
 - a. August 3, 2015; at 474 miles;
 - b. September 29, 2015, at 4,715 miles;
 - c. January 21, 2016, at 11,246 miles; and
 - d. February 20, 2016, at 12,128 miles.
7. On August 3, 2015, the dealer's service technician disconnected and reconnected the vehicle's integrated center stack module in order to address the issue of the radio control touch screen not working.
8. On September 29, 2015, the dealer's service technician replaced the vehicle's right front hub bearing in order to address a humming noise coming from the front of the vehicle which would occur when the vehicle was being driven. In addition, the technician flashed the vehicle's radio frequency hub module and amplifier in order to address Complainant's concerns regarding the vehicle's key fob not being detected by the vehicle.
9. On January 21, 2016, the dealer's service technician calibrated the vehicle's HVAC actuators in order to address a problem in which the vehicle's air conditioner would default to defrost whenever the temperature control was moved up or down. In addition, the technician determined that the vehicle's key fob was not working properly, so he programmed a new fob for the vehicle. Also, the technician clipped the vehicle's right front door panel properly to the vehicle in order to address a concern with the right front door rattling. Finally, the service technician flashed the vehicle's transmission control module (TCM) and powertrain control module (PCM) pursuant to a technical service bulletin. However, the technician did not perform any repair for the vehicle dying when Complainant was driving it, since the technician could not duplicate the concern.
10. On February 20, 2016, the dealer's service technician performed a drive learn to the vehicle to address Complainant's concern regarding the vehicle's amplifier and reprogrammed the transmission shifting hard around second gear. In addition, the technician reprogrammed the radio software in order to address a concern with the vehicle's radio muting whenever a different function button was pressed. However, the technician did not perform any repairs for the vehicle lacking acceleration, for its failure to start on a cold start, or for the cruise control not slowing down the vehicle when it came upon another vehicle on the road, because the technician could not recreate the concerns.

11. On May 31, 2016, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
12. Complainant did not send notice of his dissatisfaction with the vehicle to Respondent.
13. On August 30, 2016, Respondent's representative sent Complainant an email indicating dates on which Respondent's technician was available to perform a final repair attempt on the vehicle. Complainant did not respond to the email and did not allow Respondent a final repair attempt on the vehicle.
14. On August 29, 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.
15. The hearing in this case convened and the record closed on November 9, 2016, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainant represented himself in the hearing. Respondent was represented by Jan Kershaw, Early Resolution Case Manager. Tim Mancini, Technical Advisor, 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 failed to prove by a preponderance of the evidence that the vehicle has a verifiable defect or condition that presents a serious safety hazard or substantially impairs the use or market value of the vehicle. Tex. Occ. Code § 2301.604.
7. Complainant did not meet the presumption that a reasonable number of repair attempts were undertaken by Respondent prior to the filing of the Lemon Law complaint. Tex. Occ. Code § 2301.605(a).
8. Complainant did not mail written notice of the defect to Respondent. Tex. Occ. Code § 2301.606(c)(1).
9. Complainant did not provide Respondent with a final opportunity to cure the defect. Tex. Occ. Code § 2301.606(c)(2).
10. Respondent remains responsible to address and repair or correct any defects that are covered by Respondent's warranties. Tex. Occ. Code § 2301.204.
11. Complainant's vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that Complainant's petition for repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 is hereby **DISMISSED**.

SIGNED January 5, 2017



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