

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 17-0025 CAF**

**KABLE RISNER,
Complainant**

v.

**FCA US LLC,
Respondent**

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BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Kable Risner (Complainant) filed a complaint with the Texas Department of Motor Vehicles (Department) seeking relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged warrantable defects in his vehicle manufactured by FCA US LLC (Respondent). A preponderance of the evidence shows that the subject vehicle has a warrantable defect that creates a serious safety hazard after a reasonable number of repair attempts. Consequently, the Complainant's vehicle qualifies for repurchase/replacement relief.

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 May 12, 2017, in Conroe, Texas, before Hearings Examiner Andrew Kang. The record closed on June 2, 2017, the deadline for the Respondent to reply to the Complainant's written submission. The Complainant, represented and testified for himself. Also, Stephanie Risner testified for the Complainant. Jan Kershaw, Early Resolution Case Manager, represented the Respondent. Scott Bartholomew, Service and Parts Area Manager, 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

Alternatively, for serious safety hazards, a rebuttable presumption is established that the vehicle had a reasonable number of repair attempts if:

[T]he same nonconformity creates a serious safety hazard and continues to exist after causing the vehicle to have been subject to repair two or more times by the manufacturer, converter, or distributor or an authorized agent or franchised dealer of a manufacturer, converter, or distributor and: (A) at least one attempt to repair the nonconformity was made in the 12 months or 12,000 miles, whichever occurs first, following the date of original delivery to the owner; and (B) at least one other attempt to repair the nonconformity was made in the 12 months or 12,000 miles, whichever occurs first, immediately following the date of the first repair attempt.⁸

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).

⁸ TEX. OCC. CODE § 2301.605(a)(2).

Additionally, for vehicles out of service at least 30 days, a rebuttable presumption may be established that the vehicle had a reasonable number of repair attempts if:

[A] nonconformity still exists that substantially impairs the vehicle's use or market value and: (A) the vehicle is out of service for repair for a cumulative 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; and (B) at least two repair attempts were made in the 12 months or 12,000 miles following the date of original delivery to an owner.⁹

However, a statutory rebuttable presumption does not preclude otherwise finding a reasonable number of attempts to repair the vehicle based on different circumstances and fewer attempts.¹⁰ Furthermore, the Department adopted a decision indicating that if a consumer presents the vehicle 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.¹¹

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;¹² (2) the manufacturer was given an opportunity to cure the defect or nonconformity;¹³ and (3) the

⁹ TEX. OCC. CODE § 2301.605(a)(3).

¹⁰ *Ford Motor Company v. Texas Department of Transportation*, 936 S.W.2d 427, 432 (Tex. App.—Austin 1996, no writ) (“[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.’”).

¹¹ *DaimlerChrysler Corporation v. Williams*, No. 03-99-00822-CV (Tex. App.—Austin, June 22, 2000, no writ) (not designated for publication) (Repair attempts include “those occasions when the fault for failing to repair the vehicle rests with the dealership.” Conversely, “those occasions when failure to repair the vehicle was the fault of the consumer would not be considered a repair attempt under the statute.”).

¹² TEX. OCC. CODE § 2301.606(c)(1). 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 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.

¹³ TEX. OCC. CODE § 2301.606(c)(2). 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).

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.¹⁴

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."¹⁵ The manufacturer, converter, or distributor has an obligation to "make repairs necessary to conform a new motor vehicle to an applicable . . . express warranty."¹⁶

3. Burden of Proof

The law places the burden of proof on the Complainant.¹⁷ The Complainant must prove all facts required for relief by a preponderance, that is, the Complainant must present sufficient evidence to show that each required fact is more likely than not true.¹⁸ If any required fact appears equally likely or unlikely, then the Complainant has not met the burden of proof.

4. The Complaint Identifies the Issues in this Proceeding

The complaint identifies the issues to be addressed in this proceeding.¹⁹ The complaint should state "sufficient facts to enable the department and the party complained against to know the nature of the complaint and the specific problems or circumstances which form the basis of the claim for relief under the lemon law."²⁰ However, the parties may expressly or impliedly consent

¹⁴ TEX. OCC. CODE § 2301.606(d)(2).

¹⁵ TEX. OCC. CODE § 2301.204.

¹⁶ TEX. OCC. CODE § 2301.603(a).

¹⁷ 43 TEX. ADMIN. CODE § 215.66(d).

¹⁸ *E.g., Southwestern Bell Telephone Company v. Garza*, 164 S.W.3d 607, 621 (Tex. 2005).

¹⁹ "In a contested case, each party is entitled to an opportunity . . . for hearing after reasonable notice of not less than 10 days." TEX. GOV'T CODE §§ 2001.051; "Notice of a hearing in a contested case must include . . . a short, plain statement of the factual matters asserted." TEX. GOV'T CODE § 2001.052. *See* TEX. OCC. CODE § 2301.204(b) ("The complaint must be made in writing to the applicable dealer, manufacturer, converter, or distributor and must specify each defect in the vehicle that is covered by the warranty."); TEX. OCC. CODE § 2301.204(d) ("A hearing may be scheduled on any complaint made under this section that is not privately resolved between the owner and the dealer, manufacturer, converter, or distributor.").

²⁰ 43 TEX. ADMIN. CODE § 215.202(a)(2).

to trying issues not included in the pleadings.²¹ Implied consent occurs when a party introduces evidence on an unpleaded issue without objection.²²

A. Complainant's Evidence and Arguments

On May 16, 2016, the Complainant, purchased a new 2016 Ram 3500 from AutoNation Chrysler Dodge Jeep Ram, a franchised/authorized dealer of the Respondent, in Spring, Texas. The vehicle had 17 miles on the odometer at the time of purchase. The vehicle's basic limited warranty covers the vehicle for three years or 36,000 miles, whichever occurs first. On September 21, 2016, the Complainant mailed a written notice of defect to the Respondent. On September 27, 2016, the Complainant filed a Lemon Law complaint with the Department alleging that the vehicle had a vibration in the steering wheel, the vehicle pulled to the right, the vehicle had a rough ride, and the radio screen would black out. The Complainant noted that the radio screen (touch screen) was successfully repaired. In relevant part, the Complainant took the vehicle to a dealer for repair of the remaining alleged issues as follows:

Date	Miles	Issue
September 2, 2016	4,093	Truck wobbles and steering shakes violently when truck hits bumps
September 13, 2016	4,414	The vehicle drives straight with the steering wheel at a 45 degree angle
October 26, 2016	5,938	Truck shaking at highway speeds; shaking badly on winding roads

The Complainant stated that Mrs. Risner first noticed the vehicle's vibration. Mrs. Risner testified that, when leaving the airport, driving over ridges, the vehicle yanked to the right on Interstate Highway 45. The Complainant stated that this occurred in August or September of 2016. He described the persistent vibration (at highway speeds) as "pretty much always there" but distinguished the violent vibration as being random. He explained that when if there is a bump at a turn, the wheel turning and hitting the ridge sets off the violent vibration. The Complainant indicated that after repair, the vehicle vibrates less and the violent vibration only happened once since. He stated that the violent vibration last occurred in early February of 2017. He first noticed the pulling issue about the same time as the vibration. He characterized the pulling as a constant

²¹ 43 TEX. ADMIN. CODE § 215.42; TEX. R. CIV. P. 67.

²² See *Gadd v. Lynch*, 258 S.W.2d 168, 169 (Tex. Civ. App.—San Antonio 1953, writ ref'd).

pull to the right that will make the vehicle change lanes. He last noticed the pulling when driving to the hearing. The Complainant stated that alignment of the vehicle improved the pulling some, but the pulling has become progressively worse. The Complainant explained that sometimes the steering was still like it was supposed to be but at other times felt like nothing was there, even after replacing the steering stabilizer and worm gear. The Complainant stated that he could turn the wheel 45 degrees and still drive straight. The Complainant testified that he incurred towing expenses (\$228.68) to recover the vehicle after an instance of the violent shaking.

B. Respondent's Evidence and Arguments

Mr. Mancini's vehicle inspection report documented that he did not experience any wheel vibration at highway speeds or around 30-45 mph. He had the dealership road force balance the wheels/tires and check for any issues. After test driving again, Mr. Mancini did not believe the vehicle had an excessive vibration issue and concluded that the vehicle ride quality was the same as other like vehicles. He believed the feeling the Complainant experienced resulted from the heavy duty suspension and higher tire pressure, which provides a rougher ride. Ms. Bartholomew pointed out that they did not have the ability to cover tires under warranty, except for premature wear caused by failure of warranted suspension parts. Mr. Bartholomew noted that wobbling was a safety issue he was concerned about. Ms. Kershaw explained that alignment is considered a maintenance issue

C. Inspection and Test Drive

Upon inspection at the hearing before the test drive, the subject vehicle displayed 17,275 miles on the odometer. The Complainant drove his vehicle for nine miles primarily on the main lanes and frontage roads of I-45. During the test drive, the vehicle did exhibit vibration. In addition, the vehicle would pull to the right when releasing the steering wheel. The test drive ended with 17,284 miles on the odometer. A visual inspection of the subject vehicle's tires showed irregular tire wear (rounding) on the outside shoulder of each front tire. The Respondent provided a new 2017 Dodge Ram 3500 for comparison. The new vehicle had 11 miles on the odometer before the start of the test drive. The Complainant test drove the new vehicle on the same nine mile route as the subject vehicle. The ride quality (vibration) of the new vehicle felt substantially similar to the subject vehicle. The new vehicle did not exhibit any pulling when letting go of the steering wheel.

The test drive ended with 20 miles on the odometer. The hearings examiner turned the steering wheel in the subject vehicle and the new vehicle. The steering in the subject vehicle was noticeably looser and lighter than the new vehicle.

D. Analysis

1. Pulling to the Right

The warranty states that “the following items are covered only for 12 months or for 12,000 miles on the odometer, whichever occurs first: . . . wheel alignment and wheel balancing.” Accordingly, if a new instance of an alignment problem occurs after the 12 month/12,000 mile limit, (e.g., the vehicle hits a pot hole after the warranty period), the alignment would not be covered by warranty. In contrast, if a repair under warranty does not resolve the alignment issue so that the same problem exists after the warranty period, then the Lemon Law requires the Respondent to correct the alignment issue even after the warranty expires.²³ In this case, the evidence does not show by a preponderance that the warranty covers the current alignment issue.

2. Vibration at Highway Speeds

The continual vibration at highway speeds appears to be a normal characteristic of the vehicle’s design. The new comparison vehicle exhibited the same vibration and ride quality at highway speeds as did the subject vehicle. Accordingly, this vibration does not appear to be a warrantable defect.

3. Severe Shaking

The record shows that the vehicle has a defect that constitutes a serious safety hazard that continues to exist after a reasonable number of repairs. The Complainant showed that hitting a bump under certain conditions causes the vehicle to shake violently, leading to a loss of control. Significantly, the Complainant testified that this severe shaking, though not as strong as in the past, occurred in early February 2017, after the final repair attempt. The Complainant had this severe shaking addressed at a dealership on September 2, 2016, at 4,093 miles and on October 26, 2016, at 5,938 miles. Accordingly, the vehicle had a reasonable number of repair attempts. In sum, the vehicle qualifies for repurchase relief.

²³ TEX. OCC. CODE §§ 2301.603

III. Findings of Fact

1. On May 16, 2016, the Complainant, purchased a new 2016 Ram 3500 from AutoNation Chrysler Dodge Jeep Ram, a franchised/authorized dealer of the Respondent, in Spring, Texas. The vehicle had 17 miles on the odometer at the time of purchase.
2. The vehicle's basic limited warranty covers the vehicle for three years or 36,000 miles, whichever occurs first.
3. The Complainant took the vehicle to a dealer for repair as shown below:

Date	Miles	Issue
September 2, 2016	4,093	Truck wobbles and steering shakes violently when truck hits bumps
September 13, 2016	4,414	The vehicle drives straight with the steering wheel at a 45 degree angle
October 26, 2016	5,938	Truck shaking at highway speeds; shaking badly on winding roads

4. On September 21, 2016, the Complainant mailed a written notice of defect to the Respondent.
5. On September 27, 2016, the Complainant filed a Lemon Law complaint with the Department alleging that the vehicle had a vibration in the steering wheel, the vehicle pulled to the right, the vehicle had a rough ride, and the radio screen would black out.
6. On February 13, 2017, 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 factual matters asserted.
7. The hearing in this case convened May 12, 2017, in Conroe, Texas, before Hearings Examiner Andrew Kang. The record closed on June 2, 2017, the deadline for the Respondent to reply to the Complainant's written submission. The Complainant, represented and testified for himself. Also, Stephanie Risner testified for the Complainant. Jan Kershaw, Early Resolution Case Manager, represented the Respondent. Scott Bartholomew, Service and Parts Area Manager, testified for the Respondent.

8. The vehicle’s odometer displayed 17,275 miles at the time of the hearing.
9. The vehicle’s basic warranty coverage was in effect at the time of the hearing.
10. The vehicle exhibited steady vibration at highway speeds during the test drive at the hearing. A new, same-model comparison vehicle also exhibited the same ride quality at highway speeds. The vehicle also exhibited a pulling to the right with the steering wheel straight.
11. The vehicle may shake severely under certain conditions, thereby substantially impeding control. This shaking last occurred in early February 2017, after the final repair attempt.
12. The Complainant incurred \$228.68 in towing expenses to recover the vehicle after an instance of the severe shaking.
13. The appropriate calculations for repurchase are:

Purchase price, including tax, title, license & registration	\$61,468.18
Delivery mileage	17
Mileage at first report of defective condition	4,093
Mileage on hearing date	17,275
Useful life determination	120,000

Purchase price, including tax, title, license & registration	\$61,468.18		
Mileage at first report of defective condition	4,093		
Less mileage at delivery	-17		
Unimpaired miles	4,076		
Mileage on hearing date	17,275		
Less mileage at first report of defective condition	-4,093		
Impaired miles	13,182		
<i>Reasonable Allowance for Use Calculations:</i>			
Unimpaired miles	4,076 ÷ 120,000 × \$61,468.18	=	\$2,087.87
Impaired miles	13,182 ÷ 120,000 × \$61,468.18	× 50%	= \$3,376.14
Total reasonable allowance for use deduction			\$5,464.01
Purchase price, including tax, title, license & registration		\$61,468.18	
Less reasonable allowance for use deduction		-\$5,464.01	
Plus filing fee refund		\$35.00	
SUBTOTAL REPURCHASE AMOUNT		\$56,039.17	
Plus incidental expenses: towing		\$228.68	
TOTAL REPURCHASE AMOUNT		\$56,267.85	

IV. Conclusions of Law

1. The Texas Department of Motor Vehicles has jurisdiction over this matter. TEX. OCC. CODE §§ 2301.601-2301.613; TEX. OCC. CODE § 2301.204.
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 filed a sufficient complaint with the Department. 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 or a person on behalf of the Complainant provided sufficient notice of the alleged defect(s) to the Respondent. TEX. OCC. CODE § 2301.606(c)(1).
7. The Respondent had an opportunity to cure the alleged defect(s). TEX. OCC. CODE § 2301.606(c)(2).
8. The Complainant timely filed the complaint for repurchase or replacement relief. TEX. OCC. CODE § 2301.606(d).
9. The Complainant's vehicle qualifies for replacement or repurchase. A warrantable defect that creates a serious safety hazard continues to exist after a reasonable number of repair attempts. TEX. OCC. CODE § 2301.604(a).

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(s) in the reacquired vehicle identified in this Decision. **IT IS THEREFORE ORDERED** that:

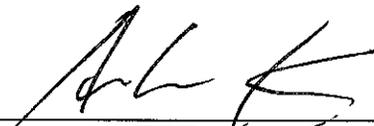
1. The Respondent shall accept the return of the vehicle from the Complainant. The Respondent shall have the right to have its representatives inspect the vehicle upon the return by the Complainant. If from the date of the hearing to the date of repurchase the vehicle is substantially damaged or there 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 the final order;
2. The Respondent shall repurchase the subject vehicle in the amount of **\$56,267.85**. The refund shall be paid to the Complainant and the vehicle lien holder as their interests require. If clear title to the vehicle is delivered to the Respondent, then the full refund shall be paid to the Complainant. At the time of the return, the 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, the Complainant is responsible for providing the Respondent with clear title to the vehicle;
3. Within 20 days after the date this Order becomes final under Texas Government Code § 2001.144,²⁴ the parties shall complete the return and repurchase of the subject vehicle. However, if the Office of Administrative Hearings determines the failure to complete the repurchase as prescribed is due to the Complainant's refusal or inability to deliver the vehicle with clear title, the Office of Administrative Hearings may deem the granted relief rejected by the Complainant and the complaint closed pursuant to 43 Texas Administrative Code § 215.210(2);
4. The Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall obtain a Texas title for the vehicle prior to resale and issue a disclosure statement provided by or approved by the Department's Enforcement Division – Lemon Law Section;
5. The Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall affix the disclosure label to the reacquired vehicle in a conspicuous place, and upon the first retail

²⁴ (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.

sale of the vehicle, the disclosure statement shall be completed and returned to the Department's Enforcement Division – Lemon Law Section; and

6. The Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall provide the Department's Enforcement Division – Lemon Law Section, in writing, the name, address and telephone number of the transferee (wholesale purchaser or equivalent) of the vehicle within 60 days of the transfer.

SIGNED July 10, 2017



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