

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 17-0157263 CAF**

**ADAM ESQUIVEL and
MARILU ESQUIVEL,
Complainants**

v.

**GENERAL MOTORS LLC,
Respondent**

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**BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS**

DECISION AND ORDER

Adam and Marilu Esquivel (Complainants) seek relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in their 2015 Chevrolet Silverado pickup truck. Complainants assert that the vehicle has transmission issues. They feel that the vehicle's transmission has hard shifts and makes abnormal noises. General Motors LLC (Respondent) argued that Complainants' vehicle has been repaired and that Complainants failed to provide Respondent with a reasonable number of repair attempts on the vehicle and, as such, Complainants are not entitled to repurchase or replacement relief. The hearings examiner concludes that Complainants are not eligible for repurchase or replacement relief since Respondent was not provided with a reasonable number of repair attempts on the vehicle.

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 hearing record was closed on August 3, 2017, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainants, Adam and Marilu Esquivel, were present and represented by Ms. Esquivel. Respondent, General Motors LLC, was represented by Kevin Phillips, Business Resource Manager. Also present to testify for Respondent were Bruce Morris, Field Service Engineer, and Shawn Angel, District Manager for After-Sales.

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

Complainants purchased a new 2015 Chevrolet Silverado pickup truck from Munday Chevrolet (Munday) in Houston, Texas on July 9, 2015.⁶ The vehicle's mileage was 48 at the time of the purchase.⁷ Respondent provided a bumper-to-bumper warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever comes first.⁸ In addition, Respondent provided a five (5) year or 100,000 mile powertrain warranty for the vehicle.⁹ At the time of hearing, the vehicle's mileage was 42,051 and Respondent's bumper-to-bumper warranty has expired. However, the vehicle's powertrain warrant is still in effect.

1. Marilu Esquivel's Testimony

Ms. Esquivel testified that soon after purchasing the vehicle, she and her husband noticed that the vehicle's transmission seemed to jerk when shifting into drive. Mr. Esquivel is the primary driver of the vehicle and he didn't feel safe in the vehicle when the transmission was working in such a manner, so he took the vehicle to Munday for repair on August 5, 2015. Mr. Esquivel was

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 Purchase Order dated July 9, 2015.

⁷ Complainant Ex. 2, Odometer Disclosure Statement dated July 9, 2015.

⁸ Respondent Ex. 4, Mileage Chart and GM Global Warranty Information, p. 3.

⁹ *Id.*

informed by Munday's service technician that the problem could not be duplicated and so no repair was performed. Mr. Esquivel did not receive an invoice from the dealer representative.

Ms. Esquivel stated that the problem with the vehicle's transmission continued to occur, but that they did not take the vehicle for further repair until June 25, 2016. On this occasion they took the vehicle to AutoNation Chevrolet (AutoNation) in Houston, Texas which was nearer to their home. Mr. Esquivel informed AutoNation's service advisor that the vehicle's transmission jerked into gear on occasion and that the transmission would make a "clunking" sound when shifting after a cold start.¹⁰ AutoNation's service technician reprogrammed the vehicle's transmission control module (TCM) and performed a transmission fast learn in an attempt to address Mr. Esquivel's concerns.¹¹ The mileage on the vehicle when it was taken to AutoNation was 22,804.¹² The vehicle was in AutoNation's possession for five (5) days. Complainants were provided with a loaner vehicle at the time.

Ms. Esquivel stated that the vehicle drove fine for a few days after the repairs. However, the vehicle's transmission began to make noises and to shift hard again. Mr. Esquivel took the vehicle to AutoNation for further repair on July 29, 2016. AutoNation's service technician determined that the transmission was delaying engagement into gear and removed the transmission to inspect it.¹³ The technician replaced the vehicle's reverse clutch piston and the TCM.¹⁴ The TCM was also reprogrammed.¹⁵ The vehicle's mileage on this occasion was 24,502.¹⁶ The vehicle was in AutoNation's possession until August 29, 2016.¹⁷ Complainants were provided a loaner vehicle for the time that their vehicle was being repaired.

Ms. Esquivel testified that the vehicle's transmission acted fine for a few days, but then began shifting hard and making noise when shifting. As a result, Mr. Esquivel took the vehicle to AutoNation for repair on November 1, 2016. AutoNation's service technician replaced the vehicle's transmission per recommendations from Respondent's technical assistance center and their field service engineer.¹⁸ The vehicle's mileage on this occasion was 28,278.¹⁹ The vehicle was in AutoNation's possession until November 29, 2016.²⁰ Complainants were provided a loaner vehicle for the period of time that their vehicle was in the dealer's possession.

¹⁰ Complainant Ex. 3, Repair Order dated June 25, 2016.

¹¹ *Id.*

¹² *Id.*

¹³ Complainant Ex. 4, Repair Order dated July 29, 2016.

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ Complainant Ex. 5, Repair Order dated November 1, 2016.

¹⁹ *Id.*

²⁰ *Id.*

informed by Munday's service technician that the problem could not be duplicated and so no repair was performed. Mr. Esquivel did not receive an invoice from the dealer representative.

Ms. Esquivel stated that the problem with the vehicle's transmission continued to occur, but that they did not take the vehicle for further repair until June 25, 2016. On this occasion they took the vehicle to AutoNation Chevrolet (AutoNation) in Houston, Texas which was nearer to their home. Mr. Esquivel informed AutoNation's service advisor that the vehicle's transmission jerked into gear on occasion and that the transmission would make a "clunking" sound when shifting after a cold start close up.¹⁰ AutoNation's service technician reprogrammed the vehicle's transmission control module (TCM) and performed a transmission fast learn in an attempt to address Mr. Esquivel's concerns.¹¹ The mileage on the vehicle when it was taken to AutoNation was 22,804.¹² The vehicle was in AutoNation's possession for five (5) days. Complainants were provided with a loaner vehicle at the time.

Ms. Esquivel stated that the vehicle drove fine for a few days after the repairs. However, the vehicle's transmission began to make noises and to shift hard again. Mr. Esquivel took the vehicle to AutoNation for further repair on July 29, 2016. AutoNation's service technician determined that the transmission was delaying engagement into gear and removed the transmission to inspect it.¹³ The technician replaced the vehicle's reverse clutch piston and the TCM.¹⁴ The TCM was also reprogrammed.¹⁵ The vehicle's mileage on this occasion was 24,502.¹⁶ The vehicle was in AutoNation's possession until August 29, 2016.¹⁷ Complainants were provided a loaner vehicle for the time that their vehicle was being repaired.

Ms. Esquivel testified that the vehicle's transmission acted fine for a few days, but then began shifting hard and making noise when shifting. As a result, Mr. Esquivel took the vehicle to AutoNation for repair on November 1, 2016. AutoNation's service technician replaced the vehicle's transmission per recommendations from Respondent's technical assistance center and their field service engineer.¹⁸ The vehicle's mileage on this occasion was 28,278.¹⁹ The vehicle was in AutoNation's possession until November 29, 2016.²⁰ Complainants were provided a loaner vehicle for the period of time that their vehicle was in the dealer's possession.

¹⁰ Complainant Ex. 3, Repair Order dated June 25, 2016.

¹¹ *Id.*

¹² *Id.*

¹³ Complainant Ex. 4, Repair Order dated July 29, 2016.

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ Complainant Ex. 5, Repair Order dated November 1, 2016.

¹⁹ *Id.*

²⁰ *Id.*

Ms. Esquivel stated that the vehicle's transmission worked fine for a few days, but then again began to shift hard and make noise. Mr. Esquivel took the vehicle back to AutoNation for repair on December 9, 2016. Mr. Esquivel informed AutoNation's service advisor that the transmission was shifting hard when slowing down from highway speeds and also when driving at lower speeds.²¹ The service technician determined that the transmission shift adapts were not completed and performed them to Respondent's specifications.²² The vehicle's mileage on this occasion was 28,992.²³ Complainants were provided with a loaner vehicle while their vehicle was being repaired.

On December 15, 2016, Complainants mailed a notice to Respondent informing them of their concerns with the vehicle.²⁴ As a result of the problems with the vehicle's transmission, Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on January 10, 2017.²⁵

Ms. Esquivel stated that the vehicle's transmission intermittently was shifting hard and continued to make noise. So, Mr. Esquivel took the vehicle to AutoNation for repair on April 13, 2017. AutoNation's service advisor indicated that Mr. Esquivel complained that the transmission was delaying when shifting into reverse.²⁶ The service technician determined that the transmission's reverse clutch piston housing was leaking.²⁷ To resolve the issue the technician replaced the reverse clutch piston.²⁸ The vehicle's mileage on this occasion was 35,772.²⁹ The vehicle was in AutoNation's possession for twelve (12) days. Complainants were provided with a loaner vehicle while their vehicle was being repaired.

Ms. Esquivel stated that after the repair, the vehicle's transmission was not making any unusual noises, but it was still shifting hard. Respondent requested a final repair attempt on the vehicle and Complainants agreed to take the vehicle to AutoNation on May 17, 2017, for the final repair attempt. Respondent's field service engineer was informed that the vehicle's transmission "banged" loudly when put into reverse and that the transmission "banged" into second gear when

²¹ Complainant Ex. 6, Repair Order dated December 9, 2016.

²² *Id.*

²³ *Id.*

²⁴ Complainant Ex. 7, Letter To Whom It May Concern dated December 15, 2016.

²⁵ Complainant Ex. 8, Lemon Law complaint dated January 10, 2017. Although the complaint was signed by Ms. Esquivel on December 20, 2016, it was not received by Texas Department of Motor Vehicles until January 10, 2017, which is the effective date of the complaint.

²⁶ Complainant Ex. 9, Repair Order dated April 13, 2017.

²⁷ *Id.*

²⁸ *Id.*

²⁹ *Id.*

lightly accelerating from a stop.³⁰ The field service engineer updated the vehicle's TCM and performed an adaptive relearn to the transmission in order to address the concerns.³¹ The vehicle's mileage on this occasion was 37,188.³² The vehicle was in AutoNation's possession for six (6) days. Complainants were provided a loaner vehicle while their vehicle was being repaired.

Ms. Esquivel feels that the vehicle's transmission still has issues. She stated that the transmission still shifts roughly and that there's a little bit of noise periodically. This occurs on average about two (2) to three (3) times per month. She doesn't feel that the vehicle is safe to drive.

During cross-examination, Ms. Esquivel stated that the vehicle has not been involved in any accidents nor have any insurance claims been made on it. There are a couple of small dents on the exterior of the vehicle, but no hail damage. There's a little wear and tear on the interior, but nothing bad. The vehicle does not have any undercarriage damage. Complainants don't smoke in the vehicle and have not added any after-market items to the vehicle beyond some tires which are larger than those recommended by Respondent for the vehicle. The vehicle has never stalled nor left the driver stranded.

2. Adam Esquivel's Testimony

Mr. Esquivel testified that he is the primary driver of the vehicle. He has heard the vehicle's transmission make banging noises on occasion. In addition, the transmission seems to hesitate or delay three (3) to four (4) seconds before shifting into gear. This is an intermittent issue and usually occurs upon a cold start of the vehicle.

Mr. Esquivel stated that the shift from first to third gear can be violent. He stated that it sometimes feels that the vehicle has been struck from behind by another vehicle. This occurs every once in a while. The clinking and clattering noises don't occur very often. He stated that he has always been provided with a loaner vehicle every time he's taken the vehicle for repair.

Mr. Esquivel testified that the first repair on the vehicle was performed on August 5, 2015, by Munday's service technician and that he was not provided an invoice from that visit. He waited two (2) to three (3) hours for the repair to be completed. Mr. Esquivel was informed by Munday's representative that his concerns with the transmission could not be duplicated. He did not take the vehicle back to a dealer for repair until June 25, 2016. Mr. Esquivel waited to take the vehicle for repair because it was not convenient to take it to Munday because of the distance

³⁰ Complainant Ex. 10, Repair Order dated May 17, 2017.

³¹ *Id.*

³² *Id.*

from his home. He stated that he was at fault for delaying so long before taking the vehicle back for the second repair.

Mr. Esquivel also stated that he installed after-market, oversized tires on the vehicle in early 2017. Before doing so, he contacted the dealer's representative to determine if the vehicle's warranty would be voided by the installation of the oversize tires. He was told by the dealer representative that the warranty would not be voided. Mr. Esquivel then had the tires installed. Mr. Esquivel did not read the vehicle's owner's manual to determine if there would be any ramifications to the way that the vehicle operated when driven on oversize tires.

C. Respondent's Evidence and Arguments

Bruce Morris, Field Service Engineer, testified for Respondent. He has been in the automotive industry since 1986.³³ He's been a field service engineer since 2009.³⁴ He has prior experience as a dealer service manager and service technician. Mr. Morris is a General Motors World Class Certified Technician and has 25 Automobile Service Excellence (ASE) certifications.

Mr. Morris testified that there's usually some delay in most automotive transmissions shifting gears. There's usually a three (3) to four (4) second delay in shifting particularly when the vehicle's transmission is cold. The transmission fluid is usually thicker when the vehicle has not been driven for several hours which can lead to a delay in shifting. Mr. Morris also stated that since transmissions are mechanical they all make some noise.

Mr. Morris stated that he performed the final repair attempt on the vehicle. This was done at AutoNation on May 17, 2017. Mr. Morris stated that he was informed that the vehicle's transmission would delay shifting when the vehicle was started after sitting for a few hours, *i.e.*, a "cold" start. He performed a scan of the vehicle's computers to determine if any diagnostic trouble codes (DTC's) were present or were stored. He did not find any. Mr. Morris then checked the vehicle's TCM and engine control module (ECM) to determine if they had Respondent's latest calibrations. Since they did not, Mr. Morris then performed an update to the TCM and ECM and then performed an adaptive relearn to the vehicle's transmission. These were done to improve the shift quality and to "address a customer perceived flare in the 1-2 upshift and harsh 3-1 downshift" in the transmission.³⁵ Mr. Morris also stated that the oversized tires that have been installed on the vehicle can affect the transmission's shift points and can affect the vehicle's performance.

³³ Respondent's Ex. 6, Resume of Bruce L. Morris, Jr. undated.

³⁴ *Id.*

³⁵ Respondent Ex. 7, Vehicle Legal Inspection dated May 19, 2017.

Mr. Morris stated that he does not believe that the vehicle's transmission is defective. He feels that it is operating as designed, except for any potential issues which may be caused by the oversized tires on the vehicle. Mr. Morris believes that the vehicle has been conformed to Respondent's warranty. He stated that he would not hesitate to purchase the vehicle as it is currently operating. Regarding the shift delay, Mr. Morris also stated that Respondent's manufacturing specifications allow for a 2.5 second delay in the transmission shifting and that Complainants' vehicle was shifting within 1.5 to 2.0 seconds during the final repair attempt in May of 2017.

D. Analysis

Under the Lemon Law, Complainants bear 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, Complainants must meet the presumption that a reasonable number of attempts have been undertaken to conform the vehicle to an applicable express warranty. Finally, Complainants are 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, Complainants are entitled to have the vehicle repurchased or replaced.

Complainants purchased the vehicle on July 9, 2015, and presented the vehicle to Respondent's authorized dealer due to their concerns with the vehicle's transmission, on the following dates: August 5, 2015; June 25, 2016; July 29, 2016; November 1, 2016; and December 9, 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)(1) 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." The evidence presented at the hearing establishes that Complainants have not met the requirements of this test since Complainants presented the vehicle for repair only two (2) times prior to having driven the vehicle 24,000 miles since the date of purchase. The first repair attempt was performed within two (2) weeks of purchasing the vehicle and the second repair attempt was performed when the vehicle had been driven 22,804 miles. As such, Complainants have not met the presumption that Respondent has been provided with a reasonable number of attempts to repair the vehicle.

From the evidence presented, it is apparent that Complainants have not met the requirements for

replacement or repurchase relief under the Occupations Code, since only two repair attempts were made on the vehicle prior to Complainants having driven the vehicle 24,000 miles since the date of purchase.

Respondent's express warranty applicable to Complainants' vehicle provides bumper-to-bumper coverage for three (3) years or 36,000 miles whichever comes first. In addition, Respondent provided a powertrain warranty for the vehicle for five (5) years or 100,000 miles. On the date of hearing, the bumper-to-bumper warranty had expired, but the powertrain warranty was still in effect.

Complainants' request for repurchase or replacement relief is denied.

III. FINDINGS OF FACT

1. Adam and Marilu Esquivel (Complainants) purchased a new Chevrolet Silverado pickup truck on July 9, 2015, from Munday Chevrolet (Munday) in Houston, Texas with mileage of 48 at the time of delivery.
2. The manufacturer of the vehicle, General Motors LLC (Respondent), issued a bumper-to-bumper warranty for the vehicle which provides coverage for three (3) years or 36,000 miles from the date of purchase and a powertrain warranty good for five (5) years or 100,000 miles.
3. The vehicle's mileage on the date of hearing was 42,051.
4. At the time of hearing the vehicle's bumper-to-bumper warranty had expired, but the powertrain warranty was still in effect.
5. Complainants first experienced a problem with the vehicle within two weeks of purchasing it when the vehicle's transmission seemed to be jerking when shifting into gear.
6. Complainants' vehicle was serviced by Respondent's authorized dealers on the following dates because of Complainants' concerns with the vehicle's transmission:
 - a. August 5, 2015, at unknown miles;
 - b. June 25, 2016, at 22,804 miles;
 - c. July 29, 2016, at 24,502 miles;
 - d. November 1, 2016, at 28,278 miles; and
 - e. December 9, 2016, at 28,992 miles.

7. On August 5, 2015, Munday's service technician could not recreate the problem with the vehicle's transmission jerking, so no repairs were performed at the time. Complainant did not receive an invoice for this repair visit.
8. On June 25, 2016, AutoNation Chevrolet's (AutoNation) service technician reprogrammed the vehicle's transmission control module (TCM) in order to address the transmission noise issue. In addition, the technician performed a transmission fast learn to address the issue of the transmission jerking into gear.
9. On July 29, 2016, AutoNation's service technician replaced the vehicle's reverse clutch piston and the TCM valve body in order to address the issue of the transmission's delayed engagement.
10. On November 1, 2016, AutoNation's service technician replaced the vehicle's transmission in order to address Complainants' concerns about the transmission making a loud banging noise when the transmission downshifted and about the transmission jerking into gear.
11. On December 9, 2016, AutoNation's service technician completed shift adapts to the vehicle's new transmission in order to address Complainants' concern that the transmission was shifting hard when slowing down from highway speeds or when driving at lower speeds.
12. On January 10, 2017, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
13. On April 13, 2017, AutoNation's service technician replaced the vehicle's reverse clutch piston because the transmission's piston housing was leaking which was causing the transmission to delay engagement into reverse at times.
14. On May 17, 2017, Respondent's field service engineer, Bruce Morris, performed a final repair attempt on the vehicle at AutoNation.
15. Mr. Morris updated the vehicle's TCM and the engine control module (ECM) and test drove the vehicle for 60 miles to have the transmission relearn the minimum shift characterizations in the TCM. These were done to address Complainants' concerns that the vehicle's transmission was banging loudly when shifting into reverse and when shifting into second gear.

16. On May 4, 2017, the Department's Office of Administrative Hearings issued a notice of hearing directed to Complainants 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.
17. The hearing in this case convened and the hearing record was closed on August 3, 2017, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainants, Adam and Marilu Esquivel, were present and represented by Ms. Esquivel. Respondent, General Motors LLC, was represented by Kevin Phillips, Business Resource Manager. Also present to testify for Respondent were Bruce Morris, Field Service Engineer, and Shawn Angel, District Manager for After-Sales.

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. Complainants 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. Complainants bear the burden of proof in this matter.
6. Complainants did not 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. Complainants 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. Respondent remains responsible to address and repair or correct any defects that are covered by Respondent's warranties. Tex. Occ. Code § 2301.204.
9. Complainants' 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 Complainants' petition for repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 is hereby **DISMISSED**.

SIGNED August 23, 2017.


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