

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 17-0176141 CAF**

CWILLER AUSBY SPELLS,	§	BEFORE THE OFFICE
Complainant	§	
v.	§	
	§	OF
FCA US LLC,	§	
Respondent	§	ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Cwiller Ausby Spells (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in her 2016 Dodge Ram 2500 pickup. Complainant asserts that the vehicle is defective because the vehicle vibrates when it is driven at 65 to 77 mph. FCA US LLC (Respondent) argues that the vehicle does not have a defect and is performing as designed. The hearings examiner concludes that the vehicle has an existing warrantable defect. Therefore, Complainant is eligible for repurchase 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 and the record closed on October 11, 2017, in Houston, Texas, before Hearings Examiner Edward Sandoval. Complainant was represented by Charleston Ausby, Complainant's son. Complainant was not present at the hearing. Respondent was represented by Jan Kershaw, Early Resolution Case Manager. Also testifying for Respondent was Torri Piechowski, Technical Advisor.

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, Section 2301.605 of the Occupation Code specifies that there are three tests which can establish a rebuttable presumption that a reasonable number of attempts have been undertaken by a Respondent to conform a motor vehicle to an applicable express warranty. The first test provides that 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, then Complainant has established that Respondent has been provided with a reasonable number of attempts to repair the vehicle.⁵ The second test applies to a nonconformity that creates a serious safety hazard as defined in Section 2301.601(4) of the Texas Occupation Code. The third test provides that Complainant can establish a rebuttable presumption that a reasonable number of attempts to conform a motor vehicle to an applicable express warranty if a nonconformity continues to exist which substantially impairs the vehicle's use or market value and (1) 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 comes first, following the date of original delivery to the owner and (2) at least two repair attempts were made in the 12 months or 12,000 miles following the date of original delivery to an owner.⁶ However, the Occupations Code also provides that the 30 day period described by this section does not include any period during which the manufacturer or distributor lends the owner a comparable motor vehicle while the owner's vehicle is being repaired by a franchised dealer.⁷

B. Complainant's Evidence and Arguments

Complainant purchased a new 2016 Dodge Ram 2500 Mega Cab pickup from Gillman Chrysler-Jeep-Dodge (Gillman) in Houston, Texas, on December 29, 2016.⁸ The vehicle's mileage at the time of delivery was 25.⁹ Respondent provided a bumper-to-bumper limited warranty which provides coverage for the vehicle for the first three (3) years or 36,000 miles of ownership, whichever comes first. In addition, Respondent provided a five (5) year or 100,000 mile powertrain warranty for the vehicle. The vehicle's mileage on the date of hearing was 5,397. The warranties were still in effect at the time of hearing.

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).

⁶ Tex. Occ. Code § 2301.605(a)(3)(A) and (B).

⁷ Tex. Occ. Code § 2301.605(c).

⁸ Complainant Ex. 1, Buyer's Order dated December 29, 2016.

⁹ *Id.*

Charleston Ausby, Complainant's son, is the primary driver of the vehicle. He testified that he noticed and felt excessive vibration in the vehicle when driving home from the dealership after picking up the vehicle for the first time. Mr. Ausby had not had an opportunity to test drive the vehicle prior to purchase, since it had just been delivered from a dealer in another part of the state. Mr. Ausby contacted the Gillman sales representative who he had been dealing with who told him to return the vehicle for repair.

On January 26, 2017, Mr. Ausby took the vehicle to Gillman for repair. Gillman sent the vehicle to a local Discount Tire location with which they contracted in order to have the tires road force balanced.¹⁰ However, the Discount Tire technician discovered that two (2) of the vehicle's tires had flat spots and needed replacement. Gillman had to special order the tires for Complainant, since they did not have the right ones in stock. The vehicle's mileage at the time of the repair visit was 1,162.¹¹ The vehicle was in Gillman's possession for a few days. Complainant was provided a loaner vehicle while her vehicle was being repaired.

On February 1, 2017, Mr. Ausby took the vehicle to Gillman to have the replacement tires installed. Gillman sent the vehicle to a subcontractor, Rollo's Tires and Wheels, in order to have the tires mounted and balanced.¹² The vehicle was in Gillman's possession for two (2) days while the tires were installed. Complainant was provided with a loaner vehicle during this period of time. The mileage on the vehicle on this occasion was 1,400.¹³

After picking up the vehicle from Gillman, Mr. Ausby still felt a vibration when driving it. So, on February 14, 2017, he took the vehicle to a Discount Tire store to inspect the tires to ensure that there was not a problem with them or their installation.¹⁴

Mr. Ausby continued to feel excessive vibration when driving the vehicle at higher speeds. He took the vehicle to Gillman on February 17, 2017, to address the vibration issues. Gillman's service technician verified the existence of the vibration.¹⁵ The technician replaced the vehicle's drive shaft in an attempt to resolve the issue.¹⁶ The vehicle was in Gillman's possession until March 3, 2017.¹⁷ Complainant was provided with a loaner vehicle while her vehicle was in the dealer's possession. The mileage on the vehicle when taken to Gillman for repair was 1,969.¹⁸

¹⁰ Complainant Ex. 3, Repair Order dated January 26, 2017.

¹¹ *Id.*

¹² Complainant Ex. 4, Repair Order dated February 1, 2017.

¹³ *Id.*

¹⁴ Complainant Ex. 6, Invoice from Discount Tire dated February 14, 2017.

¹⁵ Complainant Ex. 7, Repair Order dated February 17, 2017.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

Mr. Ausby continued to feel the vehicle vibrating when driving at speeds between 65 and 77 mph. He returned the vehicle to Gillman on March 7, 2017. Gillman's technician and Respondent's technician inspected the vehicle and determined that there was not a problem that hadn't been resolved by replacing the drive shaft.¹⁹ The vehicle's mileage on this occasion was 2,067.²⁰ The vehicle was in Gillman's possession until April 13, 2017.²¹ Complainant was provided with a loaner vehicle while her vehicle was being repaired.

Rather than pick up the vehicle from Gillman, Mr. Ausby had it towed to Southfork Chrysler–Dodge–Jeep–Ram (Southfork) in Manvel, Texas on April 14, 2017. Southfork's service technician determined that the vehicle's rear axle had been improperly machined.²² He replaced the rear axle assembly in order to address the vibration issue with the vehicle.²³ The vehicle's mileage on this occasion was 2,122.²⁴ The vehicle was in Southfork's possession for several days. Complainant was provided with a loaner vehicle during this period of time.

Mr. Ausby testified that he picked up the vehicle from Southfork and took it back after three (3) days because he was still feeling excessive vibration at higher speeds. On May 4, 2017, Southfork's service technician attempted to road force balance the vehicle's tires and could not balance them within the desired specifications.²⁵ As a result, all four (4) of the vehicle's tires were replaced to attempt to resolve the vibration issue.²⁶ The vehicle's mileage on this occasion was 2,275.²⁷ The vehicle was in Southfork's possession until May 15, 2017.²⁸ Complainant was provided with a loaner vehicle while her vehicle was being repaired.

Mr. Ausby mailed a Notification to FCA US LLC Customer Center to Respondent in April of 2017, advising them of the excessive vibration when driving the vehicle.²⁹ Mr. Ausby also mailed a letter to Respondent on May 18, 2017, advising them of his dissatisfaction with the

¹⁹ Complainant Ex. 8, Repair Order dated March 7, 2017.

²⁰ *Id.*

²¹ *Id.*

²² Complainant Ex. 9, Repair Order dated April 14, 2017.

²³ *Id.*

²⁴ *Id.*

²⁵ Complainant Ex. 10, Repair Order dated May 4, 2017.

²⁶ *Id.*

²⁷ *Id.*

²⁸ *Id.* There was some confusion regarding the final two repair attempts by Southfork. The repair order dated April 14, 2017, indicated that it was closed on May 15, 2017. However, the repair order labeled as Exhibit 10 indicated a beginning date of May 5, 2017 and a closure date of May 15, 2017. The two repair orders overlap and Mr. Ausby was not sure why.

²⁹ Complainant Ex. 12, Notification to FCA US LLC Customer Center. The postmark on the form is illegible and Complainant was not sure of the date of mailing. However, the front of the form was stamped as being received by Respondent on April 11, 2017.

vehicle.³⁰ On May 4, 2017, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).³¹

Mr. Ausby stated that the vehicle still vibrates excessively when driving at speeds of 65 to 75 mph. During the test drive taken at the time of hearing, Mr. Ausby asked that no one sit in the front passenger seat in order to show how much it vibrates when the vehicle is being driven at highway speeds. Mr. Ausby pointed out that the seat did vibrate quite a bit during the test drive.

C. Respondent's Evidence and Arguments

1. Torri Piechowski's Testimony

Torrie Piechowski, Technical Advisor, testified for Respondent. He has worked in the automotive industry for seven (7) years. He has a BS in automotive technology from Montana State University. Mr. Piechowski has been in his present position for one (1) year. In addition, he has seven (7) Automotive Service Excellence (ASE) certifications.

Mr. Piechowski has seen the vehicle on two occasions. The first time was in February of 2017 at Gillman. He was told of the complaint of excessive vibration and test drove the vehicle. Mr. Piechowski observed the vehicle's vibration and used a vibration analyzer to determine its scope. The analyzer indicated that the vibration level was at 46 hertz. Mr. Piechowski determined that the vehicle's drive shaft was causing the issue and had it replaced by Gillman's technicians. When Mr. Piechowski test drove the vehicle after the replacement of the drive shaft he measured the level of vibration and determined that it was at 4 hertz indicating that there was no other repair that could be done to minimize the vibration even more.

Mr. Piechowski saw the vehicle again on May 4, 2017, at Southfork. Mr. Piechowski was informed that the vehicle's rear axle assembly had been replaced a few weeks before and that there was still excessive vibration in the vehicle. Mr. Piechowski measured the extent of the vibration during a test drive and the vibration analyzer indicated that it was at 12 hertz. He stated that this indicated a tire or wheel problem, so he authorized the replacement of all four (4) tires on the vehicle. Mr. Piechowski stated that the tire replacement was for "goodwill."

Mr. Piechowski indicated that tires have been replaced on the vehicle on two (2) occasions and the vehicle's drive shaft and rear axle assembly have also been replaced. He feels that tires can be defective and if a vehicle is parked for too long this can cause uneven weight to the wheel causing damage to the tire. Mr. Piechowski stated that he feels the vehicle is safe to drive.

³⁰ Complainant Ex. 13, Letter to FFC [*sic*] US LLC Customer Care dated May 18, 2017.

³¹ Complainant Ex. 14, Lemon Law Complaint dated March 26, 2015.

During cross-examination, Mr. Piechowski stated that there are no manufacturer specifications as to what level of vibration is acceptable in a vehicle. However, he did state that a measurement of 4 hertz would not be attributable to a vehicle. Mr. Piechowski stated that he felt no difference the two times he test drove the vehicle. Sometimes road feel can be transferred into a vehicle's cabin and this might be what Complainant is feeling.

2. Jan Kershaw's Testimony

Jan Kershaw, Early Resolution Case Manager, testified for Respondent. She stated that she became aware of the Lemon Law complaint around May 23, 2017. She was notified by the Department's case advisor, Evan Whitis, of the fact that he was going to perform an inspection of the vehicle. The inspection was performed in June of 2017 at Gillman. During Mr. Whitis' inspection he test drove Complainant's vehicle and then a similar vehicle. Ms. Kershaw, who was present at the inspection, felt that the vehicle's drove very similarly. She feels that Complainant's vehicle has been repaired and that there is no defect or nonconformity in the vehicle. Ms. Kershaw testified that Respondent did not request a final repair attempt on the vehicle.

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.

Respondent argues that the vehicle does not have excessive vibration at high speeds and, therefore, has no defect. However, the evidence reveals that the dealers' various service technicians were able to verify a vibration in the vehicle when driving at high speeds. In fact, on two occasions tires for the vehicle were replaced by the dealers in order to address the concern. In addition, the vehicle's drive shaft and rear axle assembly were replaced, but the vibration continued to occur. It stretches the imagination to think that the vehicle could have had six bad tires installed on it within less than five months. In addition, Complainant's first hand testimony established that the issue was intermittent and was severe enough to cause comment and concern regarding the issue.

Complainant purchased the vehicle on December 29, 2016, and presented the vehicle to an authorized dealer of Respondent on January 26, 2017; February 1, 2017; February 17, 2017; March 7, 2017; April 14, 2017; and May 4, 2017, due to concerns with an excessive vibration issue. 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) 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.” Complainant has met the requirements of this test and Respondent has been provided a reasonable number of attempts to conform Complainant’s vehicle to the applicable express warranty.

The evidence further demonstrates that the defect (excessive vibration in the vehicle at high speeds) in Complainant’s vehicle creates a serious safety hazard. The intermittent nature of the condition increases the safety risk and substantially impedes Complainant’s ability to control or operate the vehicle for ordinary use or intended purposes. Complainant has met his burden of proof to establish a warrantable and existing defect or condition that creates a serious safety hazard.

Moreover, the defect in Complainant’s vehicle substantially impairs its use and market value. An unimpaired vehicle with similar mileage should not behave in such a manner. Its value for resale could potentially suffer from the excessive vibration if observed when being driven by a potential buyer.

Complainant did serve written notice of her dissatisfaction with the vehicle to Respondent on two occasions, in April of 2017 and on May 18, 2017. Respondent did not request a final opportunity to repair the vehicle.

When a complainant establishes that relief under the Lemon Law is appropriate, the manufacturer may be required to repurchase the motor vehicle, or replace the motor vehicle with a comparable motor vehicle. Based on the evidence and the arguments presented, the hearings examiner finds that repurchase of the vehicle is the appropriate remedy in this case.

Based on the above analysis, the hearings examiner orders Respondent to repurchase Complainant’s vehicle as further detailed in the Findings of Fact and Conclusions of Law.

III. FINDINGS OF FACT

1. Cwiller Ausby Spells (Complainant) purchased a new 2016 Dodge Ram 2500 Mega Cab

- pickup truck from Gillman Chrysler–Jeep–Dodge (Gillman) in Houston, Texas, on December 29, 2016. The vehicle's mileage was 25 at the time of delivery.
2. The manufacturer of the vehicle, FCA US LLC (Respondent), issued a bumper-to-bumper limited warranty for the vehicle for the first three (3) years or 36,000 miles of ownership, whichever comes first. Respondent also provided a five (5) year or 100,000 mile warranty for the vehicle's powertrain.
 3. The vehicle's mileage on the date of hearing was 5,397.
 4. At the time of hearing the vehicle's warranties were still in effect.
 5. The primary driver of the vehicle is Complainant's son, Charleston Ausby.
 6. Mr. Ausby feels that the vehicle has excessive vibration at high speeds, *i.e.*, around 65 to 77 mph.
 7. Mr. Ausby took the vehicle to Respondent's authorized dealers on the following dates in order to address the vibration issue:
 - a. January 26, 2017, at 1,162 miles;
 - b. February 1, 2017, at 1,400 miles;
 - c. February 17, 2017, at 1,969 miles;
 - d. March 7, 2017, at 2,067 miles;
 - e. April 14, 2017, at 2,122 miles; and
 - f. May 4, 2017, at 2,275 miles.
 8. On January 26, 2017, Gillman's service technician determined that the vehicle's tires needed to be road force balanced which was performed by Discount Tire under contract with Gillman.
 9. It was determined on January 26, 2017, that two of the vehicle's tires needed to be replaced and so they were special ordered by Gillman.
 10. On February 1, 2017, the replacement tires were mounted and balanced on the vehicle by a third party contractor, Rollo's Tires and Wheels.
 11. On February 17, 2017, Gillman's service technician replaced the vehicle's drive shaft in order to address the excessive vibration issue.

12. On March 7, 2017, Gillman's technician and Respondent's technician determined that the vehicle had been repaired and that the issue had been resolved.
13. On April 14, 2017, Complainant took the vehicle for repair to Southfork Chrysler–Dodge–Jeep–Ram (Southfork) in Manvel, Texas for repair for the vibration issue.
14. Southfork's service technician determined that the vehicle's rear axle was improperly machined and replaced the axle assembly.
15. On May 4 2017, Southfork's service technician replaced all four (4) tires because the technician could not road force them enough to meet specifications.
16. On May 22, 2017, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
17. Complainant provided written notice of her dissatisfaction with the vehicle to Respondent in April of 2017 and on May 18, 2017.
18. Respondent elected not to request an opportunity for a final repair attempt and inspection on the vehicle.
19. On July 6, 2017, 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.
20. The hearing in this case convened and the record closed on October 11, 2017, in Houston, Texas, before Hearings Examiner Edward Sandoval. Complainant was represented by Charleston Ausby, Complainant's son. Respondent was represented by Jan Kershaw, Early Resolution Case Manager. Also testifying for Respondent was Torri Piechowski, Technical Advisor.

IV. CONCLUSIONS OF LAW

1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-2301.613 (Lemon Law).
2. A hearings examiner of the Department's Office of Administrative Hearings has jurisdiction over all matters related to conducting a hearing in this proceeding, including

- the preparation of a decision with findings of fact and conclusions of law, and the issuance of a final order. Tex. Occ. Code § 2301.704.
3. 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 replace Complainant's 2016 Dodge Ram 2500 Mega Cab pickup truck with a comparable motor vehicle. 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 the final order;
2. Respondent shall repurchase the subject vehicle in the amount of **\$55,381.27**. In addition, Complainant is entitled to reimbursement of the lemon law filing fee in the amount of **\$35.00**. The total refund of **\$55,416.27** 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 the 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;

Purchase price, including tax, title, license and registration	\$56,925.13
Delivery mileage	25
Mileage at first report of defective condition	1,162
Mileage on hearing date	5,397
Useful life determination	120,000

Purchase price, including tax, title, license and registration			\$56,925.13		
Mileage at first report of defective condition			1,162		
Less mileage at delivery			<u>-25</u>		
Unimpaired miles			1,137		
Mileage on hearing date			5,397		
Less mileage at first report of defective condition			<u>-1,162</u>		
Impaired miles			4,235		
Reasonable Allowance for Use Calculations:					
Unimpaired miles			<u>1,137</u>		
	120,000	X	\$56,925.13	=	\$539.37
Impaired miles			<u>4,235</u>		
	120,000	X	\$56,925.13	X .5	= <u>\$1,004.49</u>
Total reasonable allowance for use deduction:					\$1,543.86
Purchase price, including tax, title, license and registration			\$56,925.13		
Less reasonable allowance for use deduction			-\$1,543.86		
Plus filing fee refund			<u>\$35.00</u>		
TOTAL REPURCHASE AMOUNT			\$55,416.27		

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 vehicle prior to resale and issue a disclosure statement provided by or approved by the Department's Enforcement Division – Lemon Law Section;
5. 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 sale of the vehicle, the disclosure statement shall be completed and returned to the Department's Enforcement Division – Lemon Law Section; and
6. 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 calendar days of the transfer.

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, FCA US LLC, shall repair the warrantable defect in the reacquired vehicle identified in this Decision.

SIGNED October 20, 2017.



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