

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 17-0176274 CAF**

**BRANDON HUDSON,**  
**Complainant**

**v.**

**GULF STATES TOYOTA, INC.,**  
**Respondent**

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**BEFORE THE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Brandon Hudson (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his 2016 Scion iA. Complainant asserts that the vehicle's transmission does not shift correctly and, as a result, the vehicle intermittently fails to accelerate properly and sometimes stalls. Complainant also asserts that the vehicle intermittently will not start. Gulf States Toyota, Inc. (Respondent) argued that Complainant's vehicle has been repaired and Complainant is not entitled to repurchase or replacement relief. The hearings examiner concludes that the vehicle does have an existing warrantable defect and 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 hearing record closed on September 1, 2017, in Paris, Texas before Hearings Examiner Edward Sandoval. Complainant, Brandon Hudson, represented himself in the hearing. Ashly Wise, Complainant's fiancée, also testified for Complainant in the hearing. Respondent was represented telephonically by Dan Lee, Senior Manager for Service Support.

**II. DISCUSSION**

**A. Applicable Law**

Section 2301.604(a) of the Texas Occupations Code gives a motor vehicle owner the option of seeking the manufacturer's replacement or repurchase of the vehicle if: (1) the manufacturer has been unable to conform the vehicle to an applicable express warranty (2) by repairing or correcting a defect or condition that creates a serious safety hazard or substantially impairs the use or market value of the vehicle (3) after a reasonable number of attempts. "Serious safety hazard" means a life-threatening malfunction or nonconformity that substantially impedes a person's ability to control or operate a vehicle for ordinary use or intended purposes, or creates a substantial risk of fire or explosion.<sup>1</sup> The vehicle owner is required to mail written notice of the

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<sup>1</sup> Tex. Occ. Code § 2301.601(4).

alleged defect to the manufacturer and provide the manufacturer with an opportunity to cure the nonconformity.<sup>2</sup>

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.<sup>3</sup>

If a vehicle is found to have a nonconformity that creates a serious safety hazard which continues to exist, the rebuttable presumption that a reasonable number of repair attempts have been performed can be established if the vehicle has been subject to repair two or more times and: (1) at least one repair attempt was made during the 12 months or 12,000 miles, whichever comes first, following the date of original delivery to the owner; and (2) at least one other attempt was made in the 12 months or 12,000 miles, whichever comes first, immediately following the date of the first repair attempt.<sup>4</sup>

## **B. Complainant's Evidence and Arguments**

Complainant purchased a new 2016 Scion iA from Everett Toyota–Scion of Paris (Everett) in Paris, Texas on May 28, 2016.<sup>5</sup> The vehicle had mileage of 34 at the time of the purchase.<sup>6</sup> Respondent provided a bumper-to-bumper warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever comes first.<sup>7</sup> In addition, Respondent also provided a five (5) year or 60,000 mile powertrain warranty for the vehicle.<sup>8</sup> At the time of hearing, the vehicle's mileage was 11,941. Respondent's warranties for the vehicle were still in effect at the time of the hearing.

### **1. Brandon Hudson's Testimony**

Complainant testified that intermittently the vehicle's transmission doesn't shift correctly. The vehicle won't accelerate properly and will stall at times when at a stop. In addition, the vehicle

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<sup>2</sup> Tex. Occ. Code § 2301.606(c).

<sup>3</sup> Tex. Occ. Code § 2301.605(a)(1)(A) and (B).

<sup>4</sup> Tex. Occ. Code § 2301.605(a)(2)(A) and (B).

<sup>5</sup> Complainant Ex. 1, Motor Vehicle Retail Installment Sales Contract dated May 28, 2016.

<sup>6</sup> *Id.*

<sup>7</sup> Complainant Ex. 8, iA 2016 Warranty & Maintenance Guide, p. 12.

<sup>8</sup> *Id.*

on at least two (2) occasions failed to start. Complainant stated that he is not the primary driver of the vehicle, his fiancée is the primary driver.

Complainant took the vehicle to Everett for repair for the lack of acceleration and stalling issue on June 27, 2016. The problem was described as: “when taking off from a stop throttle has no response.”<sup>9</sup> Everett’s service technician was unable to verify any problem with the vehicle, so no repairs were performed.<sup>10</sup> Complainant testified that he was informed by Everett’s representative that the lack of acceleration was due to the vehicle’s continuously variable transmission (CVT). The mileage on the vehicle when Complainant took it to Everett was 739.<sup>11</sup> The vehicle was in Everett’s possession for three (3) days. Complainant was provided a loaner vehicle at the time of the repair visit.

Complainant stated that the vehicle continued to lack acceleration and would stall at stop signs. In addition, the vehicle failed to start. Complainant took the vehicle to Everett for repair for the issues on February 21, 2017. Everett’s service technician was unable to recreate any of the issues and could not determine why the vehicle failed to start.<sup>12</sup> No repairs were performed at the time. The vehicle’s mileage on this occasion was 5,852.<sup>13</sup> The vehicle was in Everett’s possession for the day. Complainant was provided a loaner vehicle for the time that his vehicle was being repaired.

Complainant testified that the vehicle continued to lack acceleration and stall intermittently. In addition, a few weeks after the February 21, 2017 repair the vehicle failed to start again. The vehicle’s check engine light (CEL) illuminated at the time. This was the first time that Complainant was aware of the vehicle’s CEL illuminating. Complainant took the vehicle to Everett for repair on March 14, 2017. Everett’s service technician determined that the vehicle’s immobilizer transmitter circuit’s voltage was below thresholds.<sup>14</sup> The technician cleared the fault codes, reconfigured the values, and replaced the vehicle’s keys.<sup>15</sup> The vehicle’s mileage on this occasion was 6,666.<sup>16</sup> The vehicle was in Everett’s possession for seven (7) days. Complainant was provided with a loaner vehicle while his vehicle was being repaired. Complainant stated that the vehicle’s no-start issue was repaired at this time.

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<sup>9</sup> Complainant Ex. 3, Repair Order dated June 27, 2016.

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

<sup>12</sup> Complainant Ex. 4, Repair Order dated February 21, 2017.

<sup>13</sup> *Id.*

<sup>14</sup> Complainant Ex. 5, Repair order dated March 14, 2017.

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

Complainant testified that he continued to experience problems with the vehicle not accelerating properly and stalling. He attempted to take the vehicle back to Everett on April 25, 2017, but was informed that he could not be provided with a loaner or rental vehicle at the time. As a result, he did not leave the vehicle for repair. Complainant contacted Mt. Pleasant Toyota to repair the vehicle and was referred to Respondent's corporate office. He asked Respondent's representative about replacing the vehicle's transmission and never got a response back.

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 19, 2017.<sup>17</sup> Complainant sent written notice to Respondent on May 10, 2017, that he was dissatisfied with the vehicle.<sup>18</sup>

Complainant stated that he agreed to allow Respondent an opportunity for a final repair attempt on the vehicle. This occurred on July 27, 2017, at Everett's location. Complainant did not receive a copy of the repair order after the final repair attempt. He was notified that the problem with the vehicle's lack of acceleration and stalling issue was that the driver's side floor mat had not been secured and had moved under the vehicle's gas and brake pedals affecting the vehicle's operation.

## 2. Ashly Wise's Testimony

Ashly Wise, Complainant's fiancée, is the primary driver of the vehicle. She first noticed an issue with the vehicle not accelerating properly about two (2) to three (3) weeks after purchasing the vehicle. She stated that she would step on the gas pedal and on occasion the vehicle wouldn't accelerate. Ms. Wise stated that she didn't know when the vehicle was going to accelerate and she felt that it was dangerous to drive the vehicle in this manner.

Ms. Wise recalled that on June 27, 2016, when she was driving the vehicle in traffic, she stepped on the gas pedal and the vehicle didn't accelerate. She stated that she pressed the pedal all the way to the floorboard and all she felt was a clicking in the pedal. The vehicle did not accelerate properly. Ms. Wise states that this occurs about once per day or every other day.

Ms. Wise also testified that the vehicle failed to start on a couple of occasions. She stated that the second time that the vehicle failed to start, the CEL illuminated. Ms. Wise stated that since the

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<sup>17</sup> Complainant Ex. 7, Lemon Law complaint dated May 19, 2017. Although the complaint was signed by Complainant on May 10, 2017, it was not received by Texas Department of Motor Vehicles until May 19, 2017, which is the effective date of the complaint.

<sup>18</sup> Complainant Ex. 6, Written Notification to Manufacturer dated May 10, 2017.

repair performed on the vehicle on March 17, 2017, she has not experienced a problem with it failing to start.

Ms. Wise stated that she contacted Everett on April 25, 2017, to see if she could obtain a loaner vehicle if she took Complainant's vehicle to the dealer for repair. She was informed that she would not be provided with a loaner vehicle, but was told that she could be given a ride to work in the dealer's shuttle vehicle. Ms. Wise elected not to take the vehicle to Everett on that occasion.

On July 26, 2017, Ms. Wise took the vehicle to Everett for a final repair attempt by Respondent's representative. She met with Everett's representative to explain what was happening with the vehicle. She went on a test drive with the representative to demonstrate the problems with the vehicle's lack of acceleration and stalling. Respondent's Dealer Technical Specialist arrived at Everett the following day. He saw that the driver's side floor mat was upside down and felt that this was causing the problems with the vehicle's lack of acceleration. Neither Ms. Wise nor Complainant received an invoice nor a repair order for the final repair attempt.

Ms. Wise stated that she does not feel safe in the vehicle. She feels that the vehicle's lack of acceleration is a problem because she never knows if the vehicle will accelerate properly. She has gotten to the point where she does not use the vehicle except to drive to and from work.

Ms. Wise testified that she turned the vehicle's floor mats over the first time it rained after purchasing the vehicle. She attached the floor mat to the anchors on the floorboard to prevent it from moving. She's never felt the mat slide or move when she's driven the vehicle. Since the July 2017 final repair attempt, Ms. Wise has left the floor mat in the proper position and has still experienced the same problems with the vehicle's lack of acceleration and stalling on an almost daily basis.

During cross-examination, Ms. Wise stated that she turned the driver's side floor mat upside down in order to keep it clean. She also made sure that the mat was anchored to the floorboard, despite being upside down. She never observed it move or go under the gas or brake pedal. Ms. Wise is not familiar with the term "brake override."

### **C. Respondent's Evidence and Arguments**

Dan Lee, Senior Manager for Service Support, testified for Respondent. Mr. Lee has worked in the automotive industry for 38 years. He worked as an automotive technician for eleven (11) years. He worked for four and a half (4 ½) years as a field service engineer. Mr. Lee has been in his current position for nine (9) years. He is an Automotive Service Excellence (ASE) Certified

Master Technician, a Toyota Master Certified Technician, and a Master Diamond Pro Technician for Mitsubishi. Mr. Lee's current job duties include overseeing Respondent's field technical specialists and dealing with Respondent's warranty and customer relations department.

Ms. Lee testified that Kristen Citan, Respondent's District Case Manager, scheduled a final repair attempt on Complainant's vehicle for July 27, 2017, at Everett. Michael McClure, Field Technical Specialist, was assigned to perform the final repair attempt. On the date in question, Mr. McClure inspected Complainant's vehicle to determine if there was an issue with its lack of acceleration. Mr. McClure noticed that the driver's side floor mat was upside down and felt that it had been installed incorrectly by the vehicle's driver.<sup>19</sup> The floor mat is supposed to be anchored, but it was not on this occasion.<sup>20</sup> Mr. McClure felt that the floor mat had shifted and was causing unintended acceleration problems with the vehicle.<sup>21</sup> He felt that the mat had slid up and was interfering with the vehicle's gas and brake pedals and that this was causing the problems that Complainant was experiencing with the vehicle.<sup>22</sup>

Mr. Lee stated that the vehicle's floor mats are supposed to be anchored to the floor and a mechanism is available for that. If the driver's side floor mat is not anchored, it can shift which can cause "entrapment." This is when a mat moves under the vehicle's brake and gas pedals and interfere with them. This can lead to "brake override" which occurs when the brake and gas pedals are pressed at the same time. The vehicle will be prevented from accelerating when this occurs.

Mr. Lee testified that Respondent feels that the issues with the vehicle were caused by the driver's side floor mat becoming entrapped under the control pedals resulting in loss of acceleration. Mr. Lee feels that there is no problem with the vehicle's brakes, throttle, or sensors.

#### **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

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<sup>19</sup> Respondent Ex. 2, Email from Mike McClure to Kristin Citan dated July 27, 2016.

<sup>20</sup> Respondent Ex. 1, Repair Order dated July 26, 2017.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

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.

### **1. Failure to Start Issue**

Complainant testified that the vehicle failed to start on at least two (2) occasions. Repairs were performed by Everett's service technician for the issue on February 17, 2017 and March 14, 2017. The issue was repaired during the latter visit. Complainant has not experienced any additional instances of the vehicle failing to start. As such, the hearings examiner must hold that the vehicle's failure to start issue has been repaired. Since the issue has been repaired, it does not provide grounds for repurchase or replacement of Complainant's vehicle.

### **2. Lack of Acceleration Issue**

Complainant indicated on the Lemon Law complaint form that the second issue that he was concerned with was that the vehicle intermittently failed to accelerate properly and would stall at stop signs. The evidence and first-hand testimony presented in the hearing indicates that there is a problem with the vehicle. The issue presents a serious safety hazard in that the lack of acceleration and stalling can be a life-threatening nonconformity that substantially impedes Complainant's ability to operate the vehicle for ordinary use or intended purpose. Complainant doesn't know when the vehicle will accelerate which could cause a problem when driving on the highway and attempting to pass other vehicles. Also, the issue makes the vehicle less desirable to drive. Complainant's fiancée indicated that the issue has already affected her usage of the vehicle so that she just drives it to and from work. As such, Complainant has proven by a preponderance of the evidence the existence of a defect in the vehicle which substantially impairs the vehicle's use or market value and that Respondent has been given a reasonable number of attempts to repair the vehicle.

In addition, the evidence presented at the hearing indicates that Complainant provided written notice to Respondent of his dissatisfaction with the vehicle and also provided Respondent with a final opportunity to cure the defect. Complainant informed Respondent via letter dated May 10, 2017, of the issues with the vehicle and providing them with an opportunity to cure of which Respondent availed themselves. The vehicle was inspected and a final repair attempt was performed on July 26, 2017, by Respondent's representative who determined that no repairs were necessary at that time.

Although Respondent has been provided several opportunities to repair the vehicle and to ensure that it operates properly, they have not been able to do so. The lack of acceleration and stalling issues remain present. As such, Complainant has met his burden of proof to establish that the

vehicle has a warrantable and existing defect or condition that substantially impairs the vehicle's use and market value.

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

### III. FINDINGS OF FACT

1. Brandon Hudson (Complainant) purchased a new 2016 Scion iA on May 28, 2016, from Everett Toyota-Scion of Paris (Everett) in Paris, Texas with mileage of 34 at the time of delivery.
2. The distributor of the vehicle, Gulf States Toyota, Inc. (Respondent), issued a bumper-to-bumper warranty for the vehicle good for three (3) years or 36,000 miles and a powertrain warranty good for five (5) years or 60,000 miles.
3. The vehicle's mileage on the date of hearing was 11,941.
4. At the time of hearing the warranties for the vehicle were still in effect.
5. Ashly Wise, Complainant's fiancée, is the primary driver of the vehicle.
6. Ms. Wise first experienced a problem with the vehicle two (2) to three (3) weeks after purchase when it failed to accelerate properly when she was trying to pass another vehicle.
7. Complainant feels that the vehicle's transmission intermittently fails to shift correctly causing a lack of acceleration and sometimes stalling the vehicle. In addition, the vehicle failed to start on at least two occasions.
8. Complainant's vehicle was serviced by Respondent's authorized dealer, Everett, because of Complainant's concerns on the following dates:
  - a. June 27, 2016, at 739 miles;
  - b. February 21, 2017, at 5,852 miles; and
  - c. March 14, 2017, at 6,666 miles.
9. On June 27, 2016, Everett's service technician was unable to find a problem with the vehicle and did not perform any repairs to it.

10. On February 21, 2017, Everett's service technician could not duplicate the problem with the vehicle not starting nor the problem with the vehicle not accelerating properly. No repairs were performed at the time.
11. On March 14, 2017, Everett's service technician determined that the vehicle's no-start issue was caused by an immobilizer transmitter circuit's voltage being below acceptable thresholds. The technician cleared the faults off of the vehicle and replaced the vehicle's keys to address this issue.
12. Everett's service technician was not able to duplicate any issues with the vehicle's transmission during the March 14, 2017 service visit.
13. Complainant provided written notice to Respondent of his dissatisfaction with the vehicle by a letter dated May 10, 2017.
14. On May 19, 2017, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
15. On July 26, 2017, Respondent's field technical specialist performed a final repair attempt on the vehicle at Everett's location. He determined that the vehicle's acceleration and stalling issues were caused by the driver's side floor mat moving and interfering with the gas and brake pedals. He did not perform any repair to the vehicle other than to flip the driver's side floor mat over.
16. The vehicle continues to intermittently lack acceleration and stall at stop signs.
17. On August 7, 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.
18. The hearing in this case convened and the hearing record closed on September 1, 2017, in Paris, Texas before Hearings Examiner Edward Sandoval. Complainant, Brandon Hudson, represented himself in the hearing. Ashly Wise, Complainant's fiancée, also testified for Complainant in the hearing. Respondent was represented telephonically by Dan Lee, Senior Manager for Service Support.

**IV. CONCLUSIONS OF LAW**

1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-.613 (Lemon Law).
2. A hearings examiner of the Department's Office of Administrative Hearings has jurisdiction over all matters related to conducting a hearing in this proceeding, including the preparation of a decision with findings of fact and conclusions of law, and the issuance of a final order. Tex. Occ. Code § 2301.704.
3. Complainant timely filed a complaint with the Department. Tex. Occ. Code § 2301.204; 43 Tex. Admin. Code § 215.202.
4. The parties received proper notice of the hearing. Tex. Gov't Code §§ 2001.051, 2001.052; 43 Tex. Admin. Code § 215.206(2).
5. Complainant bears the burden of proof in this matter.
6. Complainant's vehicle has an existing defect or condition that creates a serious safety hazard. Tex. Occ. Code § 2301.604(a).
7. Complainant's vehicle has an existing nonconformity that substantially impairs the use and market value of the vehicle. Tex. Occ. Code § 2301.604(a).
8. After a reasonable number of attempts, Respondent has been unable to repair the nonconformity in Complainant's vehicle so that it conforms to the applicable express warranty. Tex. Occ. Code §§ 2301.604(a) and 2301.605.
9. Based on the above Findings of Fact and Conclusions of Law, Complainant is entitled to relief under Texas Occupations Code § 2301.604(a).
10. Based on the above Findings of Fact and Conclusions of Law, Respondent is required to repurchase Complainant's 2016 Scion iA at the price of \$16,624.39. Tex. Occ. Code § 2301.604(a)(2); 43 Tex. Admin. Code § 215.208(b)(1) and (2).

**IT IS THEREFORE ORDERED** that:

1. Respondent shall accept the return of the vehicle from Complainant. Respondent shall have the right to have its representatives inspect the vehicle upon the return by Complainant. If from the date of the hearing to the date of repurchase the vehicle is

substantially damaged or there is an adverse change in its condition beyond ordinary wear and tear, and the parties are unable to agree on an amount of an allowance for such damage or condition, either party may request reconsideration by the Office of Administrative Hearings of the repurchase price contained in this final order;

2. Respondent shall repurchase the subject vehicle in the amount of **\$16,589.39**. In addition, Complainant is entitled to reimbursement of the lemon law filing fee in the amount of **\$35.00**. The total refund of **\$16,624.39** shall be paid to Complainant and the vehicle lien holder as their interests require. If clear title to the vehicle is delivered to Respondent, then the full refund shall be paid to Complainant. At the time of return, Respondent or its agent is entitled to receive clear title to the vehicle. If the above noted repurchase amount does not pay all liens in full, Complainant is responsible for providing Respondent with clear title to the vehicle;

Purchase price, including tax, title, license and registration	\$17,509.52
Delivery mileage	34
Mileage at first report of defective condition	739
Mileage on hearing date	11,941
Useful life determination	120,000

Purchase price, including tax, title, license and registration	\$17,509.52			
Mileage at first report of defective condition	739			
Less mileage at delivery	<u>-34</u>			
Unimpaired miles	705			
Mileage on hearing date	11,941			
Less mileage at first report of defective condition	<u>-739</u>			
Impaired miles	11,202			
Reasonable Allowance for Use Calculations:				
Unimpaired miles				
	<u>705</u>			
	120,000	X	\$17,509.52	= \$102.87
Impaired miles				
	<u>11,202</u>			
	120,000	X	\$17,509.52	X .5 = <u>\$817.26</u>
Total reasonable allowance for use deduction:				\$920.13
Purchase price, including tax, title, license and registration	\$17,509.52			
Less reasonable allowance for use deduction	-\$920.13			
Plus filing fee refund	<u>\$35.00</u>			
<b>TOTAL REPURCHASE AMOUNT</b>	<b>\$16,624.39</b>			

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 31<sup>st</sup> calendar day from receipt of this order, Respondent is subject to a contempt charge and the assessment of civil penalties. However, if the Office of Administrative Hearings determines the failure to complete the repurchase as prescribed is due to Complainants' refusal or inability to deliver the vehicle with clear title, the Office of Administrative Hearings may

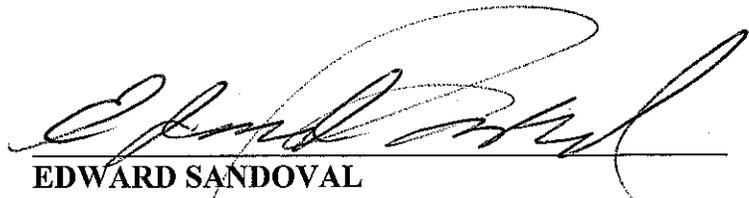
deem the granted relief rejected by Complainants and the complaint closed pursuant to 43 Texas Administrative Code § 215.210(2);

4. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall obtain a Texas title for the reacquired vehicle prior to resale and issue a disclosure statement on a form provided or approved by the Department;<sup>23</sup>
5. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall affix the disclosure label to the reacquired vehicle in a conspicuous. Upon Respondent's first retail sale of the reacquired vehicle, the disclosure statement shall be completed and returned to the Department.
6. Within sixty (60) days of transfer of the reacquired vehicle, Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall provide to the Department written notice of the name, address and telephone number of any transferee (wholesaler or equivalent), regardless of residence.

### ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that Complainant's petition for repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 is hereby **GRANTED**. It is further **ORDERED** that Respondent shall repair the warrantable defect in the reacquired vehicle identified in this Decision.

SIGNED October 2, 2017.



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

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<sup>23</sup> Correspondence and telephone inquiries regarding disclosure labels should be addressed to: Texas Department of Motor Vehicles, Enforcement Division-Lemon Law Section, 4000 Jackson Avenue Building 1, Austin, Texas 78731, ph. (512) 465-4076.