**TEXAS DEPARTMENT OF MOTOR VEHICLES**
**CASE NO. 18-0179567 CAF**

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| **STEVEN MACK MELTON,** **Complainant** | § | **BEFORE THE OFFICE** |
| | § | |
| | § | |
| **v.** | § | **OF** |
| | § | |
| **FORD MOTOR COMPANY,** | § | |
| **Respondent** | § | **ADMINISTRATIVE HEARINGS** |

# DECISION AND ORDER

Steven Mack Melton (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 Ford Motor Company (Respondent). A preponderance of the evidence does not show that the subject vehicle has a warrantable defect. Consequently, the Complainant's vehicle does not qualify for relief.

## I. Procedural History, Notice and Jurisdiction

Matters of notice of hearing[1] and jurisdiction were not contested and are discussed only in the Findings of Fact and Conclusions of Law. The hearing in this case convened on February 27, 2018, in Tyler, Texas, before Hearings Examiner Andrew Kang, and the record closed on the same day. The Complainant, represented and testified for himself. Susan Melton also testified for the Complainant. Daniel Keevy, Consumer Affairs Legal Analyst, represented and testified for the Respondent. Jason Clark, Technical Subject Matter Expert, also 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]

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[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 the attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.[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 the attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.[8]

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:

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[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).

> [A] nonconformity still exists that substantially impairs the vehicle's use or market value, the vehicle is out of service for repair for a cumulative total of 30 or more days, and the attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.[9]

The 30 days described above does not include any period when the owner has a comparable loaner vehicle provided while the dealer repairs the subject vehicle.[10]

The existence of 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.[11] 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.[12]

### 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, someone on behalf of the owner, or the Department provided written notice of the alleged defect or nonconformity to the manufacturer;[13] (2) the manufacturer was given an opportunity to cure the defect or nonconformity;[14] and (3) the 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.[15]

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[9] TEX. OCC. CODE § 2301.605(a)(3).

[10] TEX. OCC. CODE § 2301.605(c).

[11] *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.'").

[12] *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.").

[13] TEX. OCC. CODE § 2301.606(c)(1).

[14] TEX. OCC. CODE § 2301.606(c)(2). A repair visit to a dealer satisfied the "opportunity to cure" requirement when the manufacturer authorized repairs by the dealer after written notice to the manufacturer, i.e., the manufacturer essentially authorized the dealer to attempt a repair on the manufacturer's behalf. *Dutchmen Manufacturing, Inc. v. Texas Department of Transportation, Motor Vehicle Division*, 383 S.W.3d 217, 226 (Tex. App.—Austin 2012).

[15] TEX. OCC. CODE § 2301.606(d)(2).

### 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" and the vehicle owner notified the manufacturer, converter, distributor, or its authorized agent of the defect.[16] The manufacturer, converter, or distributor has an obligation to "make repairs necessary to conform a new motor vehicle to an applicable . . . express warranty."[17]

### 3. Burden of Proof

The law places the burden of proof on the Complainant.[18] The Complainant must prove all facts required for relief by a preponderance, that is, the Complainant must present sufficient evidence to show that every required fact is more likely than not true.[19] If any required fact appears more likely to be untrue or equally likely to be true or untrue, then the Complainant cannot prevail.

### 4. The Complaint Identifies the Issues in this Proceeding

The complaint identifies the issues to be addressed in this proceeding.[20] 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."[21] However, the parties may expressly or impliedly consent to trying issues not included in the pleadings.[22] Implied consent occurs when a party introduces evidence on an unpleaded issue without objection.[23]

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[16] TEX. OCC. CODE § 2301.204; 43 TEX. ADMIN. CODE § 215.202(b)(3).

[17] TEX. OCC. CODE § 2301.603(a).

[18] 43 TEX. ADMIN. CODE § 215.66(d).

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

[20] "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.").

[21] 43 TEX. ADMIN. CODE § 215.202(a)(2).

[22] 43 TEX. ADMIN. CODE § 215.42; TEX. R. CIV. P. 67.

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

### A. Summary of Complainant's Evidence and Arguments

On May 11, 2017, the Complainant, purchased a new 2017 Ford Model from Tyler Ford, a franchised dealer of the Respondent, in Tyler, Texas. The vehicle had 336 miles on the odometer at the time of purchase. The vehicle's limited warranty provides bumper to bumper coverage for three years or 36,000 miles, whichever occurs first. On September 6, 2017, the Complainant, provided a written notice of defect to the Respondent. On September 15, 2017, the Complainant filed a complaint with the Department alleging that the vehicle displayed the following indicators: Service AdvanceTrac, Steering Assist Fault Service Required, and Hill Start Assist Not Available. In relevant part, the Complainant took the vehicle to a dealer for repair of the alleged issues as follows:

| Date | Miles | Issue |
|---|---|---|
| July 27, 2017 | 8,022 | Steering assist light, AdvanceTrac light |
| August 7, 2017 | 10,233 | Service AdvanceTrac indicator |
| August 14, 2017 | 11,395 | AdvanceTrac, steering assist, and hill start assist lights on |
| August 25, 2017 | 12,891 | Steering, hill start, and traction warnings |
| August 31, 2017 | 13,600 | Power steering fault message |
| October 10, 2017 | 16,265 | AdvanceTrac, steering assist service required, and hill start assist lights coming on |

The Complainant testified that the AdvanceTrac, Steering Assist, and Hill Start Assist messages occurred together, one after another. He first noticed such messages on July 25, 2017, at about 8,000 miles. He pulled over but did not see any reason for the warning indicators. The Complainant stopped and stayed at an RV (recreational vehicle) park near the dealer, Tri-State Ford in Amarillo. The Complainant took the subject vehicle to Tri-State Ford, which found codes set but did not find a cause for the warning indicators. The warning indicators came on a second time on August 7, 2017, and at 10,233 miles, the Complainant took the vehicle to Tate's Auto Center in Holbrook, Arizona, which found codes set but did not find a cause for the warning indicators. At a service visit on August 14, 2017, at 11,395 miles, the dealer, Tyler Ford, did not find any issues. On August 24, 2017, while in Indiana, a warning indicator turned on and the Complainant took the vehicle for service to a Champion Ford in Owensboro, Kentucky at 12,891 miles. The Complainant had planned to travel to Michigan and Wisconsin before returning to Texas but decided to return to Texas because of safety concerns. The Complainant noticed the messages again on August 31, 2017, and stopped in Rolla, Missouri at about 13,600 miles. The local dealer sent a technician to the vehicle and found codes but not a reason for them. On

September 10, 2017, the Complainant hooked up his travel trailer per Tyler Ford's instructions and had the truck and trailer weighed. The trailer weighed 5,990 pounds and the truck weighed 5,530 pounds with a combined weight of 11,520 pounds.[24] On October 10, 2017, the Complainant left the vehicle at Tyler Ford for the manufacturer's repair attempt and the dealer provided a loaner vehicle. No problems were found. The Complainant noted that every time a message appeared, the weather conditions were dry. He did not notice any changes in performance associated with the messages. The Complainant affirmed that he used the vehicle for daily driving in addition to traveling (with the trailer).

On cross-examination, the Complainant testified that he drove the vehicle with the trailer after repair of the battery. Mrs. Melton elaborated that this occurred within a month of purchasing the vehicle. The Complainant affirmed that the subject vehicle only towed one trailer. Mrs. Melton added that they pulled the same trailer with another truck—a 2013 3/4-ton gas engine Ford—without a problem.

When asked if the Complainant ever noticed the warning lights when not towing the trailer, the Complainant answered no. Mrs. Melton added that when they travel, they tow the trailer.

### B. Summary of Respondent's Evidence and Arguments

Mr. Clark testified that with no symptoms present, all diagnoses were based on diagnostic trouble codes (DTCs). The DTCs did not indicate a fault or a failure. But instead indicated the presence of a specific condition. The first code found related to steering. A condition existed with the steering position sensor and ABS (anti-lock braking system) module, which uses steering information to calculate parameters for AdvanceTrac and Stability Control. The code stored in memory indicates that at some point, which may have been only seconds, the vehicle detected a condition it did not expect, which may have occurred for various reasons, such as: driving on roads with excessive road crown or lean, weight, weight distribution, tire wear, even slight pulling in one direction for a time, and weather conditions, e.g., cross winds. The vehicle calibrates its sensors continuously, so detecting a long period of input from the steering wheel could cause the code to set. For instance, corrections on the steering wheel during long open stretches of highway towing a trailer may cause the vehicle to pull to one side, resulting in a code. These types of

[24] Complainant's Ex. 7, Scale Ticket.

conditions do not indicate a fault with the vehicle but could cause the code to set. If the code sets, the vehicle displays a message, like a failsafe, to notify the driver that it detected certain conditions and AdvanceTrac may be activated to avoid overcorrection. The other code sets for an issue with communication between the power steering control module and the ABS module relating to lateral acceleration, longitudinal acceleration, and steering wheel compensation. Various conditions can cause his code, such as the road crown and weight distribution. This code was found stored in memory and was not a hard fault. The condition causing the code was not present at the dealer. Consequently, the diagnosis was based on the stored code. Because the symptoms seem to only appear when towing the trailer, the tech hotline and service engineer concluded that towing the trailer caused the codes. The hotline report did show a dealer replaced the restraint control module (RCM) because the technician believed he found an abnormality with the angle sensor. However, the subject vehicle was found to be the same as like comparison vehicles. Mr. Clark elaborated that the steering and AdvanceTrac systems are electronic, requiring sensor input from the steering wheel and RCM sensors to detect attitude, yaw, longitudinal acceleration, etc. The control modules are programmed to expect certain readings under normal conditions. A load, such as a trailer, can cause abnormal readings. Towing the same trailer with the 2013 vehicle would not cause the same readings since that vehicle does not have the same steering system as the subject vehicle. The dealer did not diagnose the trailer itself.

On cross-examination, Mr. Clark testified that, for example, brakes on a trailer could be sticking or dragging causing a pull. The vehicle's sensors are very sensitive and react in fractions of a second, so the pulling may not be obvious but the vehicle compensates so the driver does not have to. Also, weight distribution, e.g., loading more heavily on one side, may cause pulling not discernable to the driver but detectable by the vehicle.

### C. Inspection and Test Drive

The subject vehicle had 26,406 miles on the odometer upon inspection prior to the test drive at the hearing. The vehicle did not have a trailer attached. The vehicle did not exhibit any warning indicators during the inspection and test drive and otherwise performed normally. The vehicle had 26,416 miles on the odometer at the end of the test drive.

## D. Analysis

A preponderance of the evidence does not show that the vehicle has a defect subject to the warranty. The Lemon Law does not apply to all problems that a consumer may have with a vehicle but only to defects covered by warranty (warrantable defects).[25] However, the complained of warning indicators in this case appears likely to have resulted from external conditions and not from any warrantable defect. Though the warning indicators may be troubling, Lemon Law relief requires the existence of a warrantable defect. If the manufacturer's warranty does not cover the complained of condition; the Lemon Law does not provide any relief. The Lemon Law does not require that a manufacturer provide any particular warranty coverage nor does the Lemon Law specify any standards for vehicle characteristics. The Lemon Law only requires the manufacturer to conform its vehicles to whatever coverage the warranty provides. Consequently, to qualify for replacement or repurchase or for warranty repair, the vehicle must have a defect covered by warranty.[26] The vehicle's warranty specifies in relevant part that: "Under your New Vehicle Limited Warranty if: - your Ford vehicle is properly operated and maintained, and - was taken to a Ford dealership for a warranted repair during the warranty period, then authorized Ford Motor Company dealers will, without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship." Accordingly, the warranty only applies to defects in materials or workmanship from the factory. A manufacturing defect is an isolated aberration occurring only in those vehicles not produced according to the manufacturer's specifications. A defectively manufactured vehicle has a flaw because of some error in making it, such as incorrect assembly or the use of a broken part. As a result, a defective vehicle differs from a properly manufactured vehicle. In contrast, issues that do not arise from manufacturing are not warrantable defects. Consequently, regardless of how problematic or undesirable the complained of condition may be, if a manufacturing defect did not cause the condition, the Lemon Law does not apply.

As described in the discussion of applicable law, the Complainant bears the burden of proving every required element of a Lemon Law claim, including the existence of a defect covered

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[25] TEX. OCC. CODE § 2301.603(a).

[26] TEX. OCC. CODE § 2301.604(a); TEX. OCC. CODE § 2301.204.

by warranty. However, the warning indicators appear as likely, if not more likely, to have been caused by external conditions rather than any manufacturing defect. The evidence shows that the warning indicators exhibited by the vehicle do not necessarily indicate the existence of a problem with the vehicle itself and that external conditions may cause the vehicle to set codes. In this case, multiple service visits ultimately showed no conditions in the vehicle to cause the complained of warning indicators. On the other hand, the warning indicators always appeared in association with towing a trailer and conditions associated with towing a trailer can trigger the warning indicators. The record shows that a variety of trailering conditions can make the vehicle move in ways inconsistent with what the vehicle is designed to expect and therefore will set off warning indicators even though the vehicle itself does not have a defect. These conditions include anything that affects the trailer's direction, including, environmental conditions (e.g., cross-winds), road conditions (e.g., crowning), trailer conditions (e.g., tire wear, weight and weight distribution). The evidence shows that even slight pulling, which may go unnoticed by the driver, may still cause a warning indicator. Significantly, the record includes no evidence of the vehicle exhibiting the warning indicators when not towing the trailer. In sum, the record does not indicate that a warrantable defect more likely than not exists.

## III. Findings of Fact

1. On May 11, 2017, the Complainant, purchased a new 2017 Ford Model from Tyler Ford, a franchised dealer of the Respondent, in Tyler, Texas. The vehicle had 336 miles on the odometer at the time of purchase.

2. The vehicle's limited warranty provides bumper to bumper coverage 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 |
|---|---|---|
| July 27, 2017 | 8,022 | Steering assist light, AdvanceTrac light |
| August 7, 2017 | 10,233 | Service AdvanceTrac indicator |
| August 14, 2017 | 11,395 | AdvanceTrac, steering assist, and hill start assist lights on |
| August 25, 2017 | 12,891 | Steering, hill start, and traction warnings |
| August 31, 2017 | 13,600 | Power steering fault message |
| October 10, 2017 | 16,265 | AdvanceTrac, steering assist service required, and hill start assist lights coming on |

4. On September 6, 2017, the Complainant, provided a written notice of defect to the Respondent.

5. On September 15, 2017, the Complainant filed a complaint with the Department alleging that the vehicle displayed the following indicators: Service AdvanceTrac, Steering Assist Fault Service Required, and Hill Start Assist Not Available.

6. On November 14, 2017, the Department's Office of Administrative Hearings issued a notice of hearing directed to all parties, giving them 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 on February 27, 2018, in Tyler, Texas, before Hearings Examiner Andrew Kang, and the record closed on the same day. The Complainant, represented and testified for himself. Susan Melton also testified for the Complainant. Daniel Keevy, Consumer Affairs Legal Analyst, represented and testified for the Respondent. Jason Clark, Technical Subject Matter Expert, also testified for the Respondent.

8. The vehicle's odometer displayed 26,406 miles at the time of the hearing.

9. The vehicle's warranty was in effect at the time of the hearing.

10. The vehicle did not exhibit any warning indicators during the inspection and test drive at the hearing and otherwise performed normally. The vehicle did not have a trailer attached.

11. The repair visits ultimately showed no conditions in the vehicle itself to cause the complained of warning indicators.

12. Conditions unrelated to any vehicle defect that affect the movement of the vehicle can cause the complained of warning indicators. In particular, conditions associated with towing a trailer, such as environmental conditions (e.g., cross-winds), road conditions (e.g., crowning), trailer conditions (e.g., tire wear, weight and weight distribution) can set off the warning indicators.

13. The vehicle exhibited the warning indicators in association with towing a trailer and record includes no evidence of the warning indicators displaying without towing a trailer.

## 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's vehicle does not qualify for replacement or repurchase. The Complainant did not prove that the vehicle has a defect covered by the Respondent's warranty. TEX. OCC. CODE §§ 2301.603 and 2301.604(a).

7. The Complainant's vehicle does not qualify for warranty repair. The Complainant did not prove that the vehicle has a defect covered by the Respondent's warranty. TEX. OCC. CODE §§ 2301.204 and 2301.603.

8. The Respondent remains responsible to address and repair or correct any defects that are covered by the Respondent's warranty. TEX. OCC. CODE § 2301.603.

## 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 **DISMISSED**.

**SIGNED April 30, 2018**

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