

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 18-0180665 CAF**

ARTURO GONZALEZ,
Complainant

v.

FCA US LLC,
Respondent

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BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Arturo Gonzalez (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his new 2016 Jeep Sahara. Complainant asserts that the vehicle has a water leak allowing water to get into the vehicle's passenger cabin. FCA US LLC (Respondent) asserts that the vehicle has been repaired for the specific complaint and any current problems are the result of a separate issue and were not included on the Lemon Law complaint. 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 on March 14, 2018, in San Antonio, Texas before Hearings Examiner Edward Sandoval. Complainant was represented by his daughter, Vannia Gonzalez. Also testifying at the hearing for Complainant was Eugenia Gonzalez, Complainant's daughter-in-law. Respondent was represented by Jan Kershaw, Early Resolution Case Manager. Also testifying for Respondent was Stuart Ritchey, Technical Advisor. The hearing record was closed on March 22, 2018, when the hearings examiner received a copy of a USB flash drive containing pictures and videos entered as evidence at the hearing.

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

¹ Tex. Occ. Code § 2301.604(a).

value of the vehicle.² Third, the owner must have mailed written notice of the alleged defect or nonconformity to the manufacturer.³ Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.⁴

In addition to the five 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 the attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever comes first, following the date of original delivery to the owner.⁵

B. Complainant's Evidence and Arguments

1. Vannia Gonzalez' Testimony

Complainant purchased a new 2016 Jeep Sahara from San Antonio Dodge–Chrysler–Jeep (the Dealer) in San Antonio, Texas, on July 30, 2016, with mileage of 22 at the time of delivery.⁶ Respondent provided a bumper-to-bumper warranty for the vehicle for the first three (3) years of ownership or the first 36,000 miles driven in the vehicle, whichever comes first. On the date of hearing the vehicle's mileage was 22,103. The bumper-to-bumper warranty for the vehicle was still in effect as of the date of hearing.

Vannia Gonzalez, Complainant's daughter, is the primary driver of the vehicle. Ms. Gonzalez testified that on or about August 22, 2016, she first experienced an issue with water leaking into the vehicle. It had rained that day and Complainant got into the vehicle and noticed drops of water on the dashboard around the vehicle's radio. She attempted to turn on the radio, but it did not work. Ms. Gonzalez took pictures of the water drops and sent them to the salesperson who had sold the vehicle to Complainant. The salesperson advised Ms. Gonzalez to take the vehicle to the Dealer for repair.

² *Id.*

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, Retail Purchase Agreement dated May 11, 2015.

Ms. Gonzalez took the vehicle to the Dealer for repair for the water leak on August 22, 2016. The Dealer's service technician verified that water was leaking from the front header.⁷ The technician resealed the header and verified that the vehicle's electrical system was working properly.⁸ The vehicle's mileage on this occasion was 811.⁹ The vehicle was in the dealer's possession for one (1) day. A loaner was provided to Complainant for this period of time.

Ms. Gonzalez testified that after a rain shower in February of 2017, she observed water leaking into the vehicle from the same area which had previously been repaired. In addition, the vehicle's radio was not working again. She took the vehicle to the Dealer for repair on February 8, 2017. The service technician verified that water was on the vehicle's front passenger side floorboard.¹⁰ The technician determined water was leaking into the vehicle from the roof and front doors.¹¹ The technician resealed the roof and adjusted and aligned the vehicle's front doors in order to resolve the issue.¹² The mileage on the vehicle on this date was 7,666.¹³ The vehicle was in the dealer's possession for one (1) day on this occasion. Complainant was not provided with a loaner vehicle as Ms. Gonzalez did not request one.

Ms. Gonzalez stated that the vehicle experienced a water leak in April of 2017. The water was on the gear shift lever, the passenger side floor, and on the radio. Ms. Gonzalez took the vehicle to the Dealer for repair for the issue on April 17, 2017. The Dealer's service technician verified the existence of a water leak and replaced the vehicle's front header weather strip and resealed the windshield to resolve the issue.¹⁴ The mileage on the vehicle on this occasion was 10,437.¹⁵ The vehicle was in the Dealer's possession for two (2) days. Complainant was provided with a loaner vehicle during this repair visit.

Ms. Gonzalez stated that she contacted the vehicle manufacturer to complain about the issue of the water leak and was told by the representative that nothing could be done about the problem. In addition, she began looking for a new vehicle, but could not find one that was suitable for her.

On August 7, 2017, it rained in the San Antonio area and Ms. Gonzalez saw water leaking into the vehicle again. The radio also failed to work at this time. She did not take the vehicle for

⁷ Complainant Ex. 3, Repair Order dated August 22, 2016.

⁸ *Id.*

⁹ *Id.*

¹⁰ Complainant Ex. 4, Repair Order dated February 8, 2017.

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ Complainant Ex. 5, Repair Order dated April 17, 2017.

¹⁵ *Id.*

repair because she felt that the Dealer's technicians were not repairing the issue properly. The water eventually evaporated and the radio began to work again.

A similar incident occurred on October 20, 2017, when Ms. Gonzalez observed that the vehicle's passenger side's floorboard was "soaked" with water. She did not take the vehicle in for repair at that time.

As a result of the problems with water leaking into the vehicle's passenger cabin, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) effective October 27, 2017.¹⁶ Complainant mailed a letter to Respondent on November 11, 2017, in which he expressed his dissatisfaction with the vehicle.¹⁷

Ms. Gonzalez testified that she observed both the vehicle's driver and passenger side floorboards "soaked" with water on December 7, 2017. She took the vehicle to the Dealer for repair on December 9, 2017. The Dealer's service technician verified that the areas were wet and determined that it was caused by the front doors allowing water to get into the passenger cabin.¹⁸ The technician adjusted and aligned the vehicle's driver and front passenger side doors in order to resolve the issue.¹⁹ The vehicle's mileage when it was turned over to the dealer for repair on this occasion was 19,841.²⁰ The vehicle was in the dealer's possession for one (1) day. Ms. Gonzalez did not request a loaner vehicle, so none was provided.

On January 26, 2018, Ms. Gonzalez observed water on the vehicle's passenger side floorboard. She did not take the vehicle to the Dealer for repair after this incident.

Ms. Gonzalez took the vehicle to the Dealer for repair for the water leak concern on February 21, 2018, pursuant to a request from Respondent's representative. Ms. Gonzalez showed several photos of the vehicle's water leaks to the service advisor when she took the vehicle in for repair.²¹ Respondent's representative replaced the vehicle's header weather stripping and door seals in an attempt to resolve the problem with the water leak.²² The vehicle's mileage on this occasion was 21,689.²³ The vehicle was in the Dealer's possession for eight (8) days. Ms.

¹⁶ Complainant Ex. 7, Complainant's Lemon Law complaint dated October 27, 2017. Although the complaint indicates it was signed by Complainant on November 11, 2017, it was actually received by the Texas Department of Motor Vehicles on October 27, 2017, which is the effective date of the complaint.

¹⁷ Complainant Ex. 6, Letter to Chrysler dated November 11, 2017.

¹⁸ Complainant Ex. 8, Repair Order dated December 9, 2017.

¹⁹ *Id.*

²⁰ *Id.*

²¹ Complainant Ex. 11, USB Flash Drive.

²² Complainant Ex. 9, Repair Order dated February 21, 2018.

²³ *Id.*

Gonzalez did not request a loaner vehicle, although one was offered to her, since she was going out of town.

Ms. Gonzalez testified that she picked up the vehicle from the Dealer on a Friday and the next day, March 3, 2018, it rained. Ms. Gonzalez discovered that the vehicle's passenger side floorboard was wet after it had stopped raining. She did not observe any water drops on the vehicle's dashboard on this occasion. It did not rain in the area between March 3, 2018 and the date of hearing, March 14, 2018.

During the vehicle inspection which took place at the time of hearing, Ms. Gonzalez lifted the vehicle's front passenger side floor mat and showed Respondent's representatives that the floorboard was wet. A leak was not visible at that time.

Ms. Gonzalez does not feel that the vehicle has been repaired. She indicated that the vehicle has an unusual smell when she gets in it the first thing in the morning. She's not sure if during any of the repairs the technicians checked under the floorboard's carpet to see if there was any damage to the carpet or to see if any mold was growing. Ms. Gonzalez feels that mold has developed under the front passenger side carpet since it has not been checked.

2. Eugenia Gonzalez' Testimony

Eugenia Gonzalez, Complainant's daughter-in-law, testified for Complainant. She stated that she rides in the vehicle one (1) to two (2) times per week. She has seen water leaking into the vehicle in the past. Ms. Gonzalez has a similar vehicle and she's never seen water leaking into her vehicle, even after the doors and roof have been removed and reinstalled. (The vehicle can be converted to a convertible jeep model by removing the doors and roof.) Ms. Gonzalez stated that Complainant's vehicle has never had the doors or roof removed and still water leaked into the vehicle. She's concerned that Complainant's vehicle could develop mold as a result of the water leaks.

C. Respondent's Evidence and Arguments

Stuart Ritchey, Technical Advisor, testified for Respondent. He's worked for Respondent for 32 years. He has been a technical advisor for Respondent since 1995. Mr. Ritchey is an Automotive Service Excellence (ASE) Certified Master Technician.

Mr. Ritchey performed a final repair attempt on the vehicle on February 21, 2018, at San Antonio Dodge-Chrysler-Jeep. During the repair, Mr. Ritchey verified that water was leaking into the vehicle from the front of the roof and the driver and passenger side front doors. He replaced the

vehicle's top header weather strip along the windshield and the door seals in order to resolve the issue. Mr. Ritchey indicated that prior attempts to resolve the leaking issue were unsuccessful because the technicians resealed the top header rather than replacing the weather stripping.

Mr. Ritchey observed the wet front passenger side floorboard at the time of the hearing's vehicle inspection. He believes that this may be the result of a leak around the air conditioner's drain tube. Mr. Ritchey stated that the vehicle's air conditioning housing is set against the vehicle's bulkhead. If the drain tube is not sealed properly then water drainage can spill over into the cabin. The housing would then need to be realigned in order to resolve the issue.

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 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.

In order to determine whether Complainant has a remedy under Section 2301.604 of the Occupations Code, there first has to be evidence of a defect or condition in the vehicle that has not been repaired by Respondent. The evidence provided by the parties establishes that at the time of hearing the vehicle does have a water leak which has not been repaired by Respondent.

Ms. Gonzalez' testimony established that on several occasions she observed water leaking into the vehicle from the front of the header and through the front doors. However, she also observed water on the passenger's side floorboard under the floor mat prior to the final repair attempt on February 21, 2018, as well as on top of the floor mat. Respondent argues that the current leak is a different issue from the original issue raised by Complainant as the complaint stated that the leak was from the roof of the vehicle and from the "passanger [*sic*] side" of the vehicle.²⁴ However, the hearings examiner feels that this places an undue burden on Complainant (who is not a mechanic) to attempt to diagnose the issue and determine if what she observed was the only leak in the vehicle. Some of the videos and pictures that Ms. Gonzalez presented as evidence showed that water had accumulated under the floor mat prior to the final repair attempt on February 21, 2018. The Dealer's and Respondent's technicians did not investigate further to determine if there

²⁴ Complainant Ex. 7, Lemon Law Complaint dated October 27, 2017, p. 2.

was an additional cause for the water leak other than from the header and doors. There was no evidence presented at the hearing to establish that the current leak was not occurring at the time that Complainant originally raised the concern with the vehicle.

The leak does affect the vehicle's use and market value. Individuals would be hesitant to drive or ride in the vehicle if the floorboards or dashboard are wet. In addition, if Complainant were to attempt to sell the vehicle, the value of it would be affected by the knowledge that a repair for a water leak may be necessary.

Complainant presented the vehicle to San Antonio Dodge–Chrysler–Jeep, an authorized dealer of Respondent, due to the concerns regarding water leaking into the vehicle on the following dates: August 22, 2016; February 8, 2017; April 17, 2017; and December 9, 2017. 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 the vehicle has been subject to repair four or more times by Respondent for the same issue 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 comes first, following the date of delivery of the motor vehicle to the owner.” The evidence presented at the hearing establishes that Complainant has met the requirements of this test. As such, Complainant has established that a reasonable number of attempts to repair the vehicle were made by Respondent.

In addition, the evidence presented at the hearing indicates that Complainant provided Respondent with written notice of the nonconformity and with a final opportunity to cure the defect. Complainant mailed the notice to Respondent on November 11, 2017. The vehicle was inspected and a final repair attempt performed on February 21, 2018, by Respondent's technical advisor who verified the existence of a water leak. The advisor replaced the header weather stripping and door seals in order to resolve the issue. However, on the date of hearing, during the vehicle inspection, it was discovered that the passenger's side floorboard was wet, apparently the result of a leak somewhere in the vehicle.

Although Respondent or its authorized representatives have been provided several opportunities to repair the vehicle and to ensure that there are no water leaks, they have not been able to fully repair the vehicle. As such, Complainant has met his burden of proof to establish the existence of 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.

FINDINGS OF FACT

1. Arturo Gonzalez (Complainant) purchased a new 2016 Jeep Sahara on July 30, 2016, from San Antonio Dodge–Chrysler–Jeep (the Dealer) in San Antonio, Texas with mileage of 22 at the time of delivery.
2. Respondent provided a three (3) year or 36,000 mile bumper-to-bumper warranty for the vehicle.
3. The vehicle's mileage on the date of hearing was 22,103.
4. At the time of the hearing, the vehicle's bumper-to-bumper warranty was still in effect.
5. Soon after purchasing the vehicle in question, Complainant noticed that water was leaking from the vehicle's roof into the passenger cabin.
6. Prior to the filing of the Lemon Law complaint, Complainant's vehicle was serviced by Respondent's authorized dealer, San Antonio Dodge–Chrysler–Jeep, on the following dates because of Complainant's concerns regarding water leaking into the vehicle's passenger cabin:
 - a. August 22, 2016, at 811 miles;
 - b. February 8, 2017, at 7,666 miles; and
 - c. April 17, 2017, at 10,437 miles.
7. On August 22, 2016, the dealer's service technician found water inside the vehicle's passenger cabin and resealed the vehicle's front header.
8. On February 8, 2017, the dealer's service technician verified Complainant's concern and resealed the roof and adjusted and aligned the vehicle's front doors in order to address the concern.
9. On April 17, 2017, the dealer's service technician verified that water was leaking into the vehicle and replaced the front header weather strip and resealed the windshield.

10. On October 27, 2017, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
11. On November 11, 2017, Complainant mailed a notice to Respondent advising them of his dissatisfaction with the vehicle.
12. The vehicle experienced water leaks on August 7, 2017; October 20, 2017; and January 26, 2018, but Complainant did not take the vehicle to the Dealer for repairs on those occasions.
13. On December 9, 2017, after filing the Lemon Law complaint, Complainant took the vehicle to San Antonio Dodge–Chrysler–Jeep because water had leaked into the vehicle’s cabin.
14. The dealer’s service technician adjusted and aligned the vehicle’s front doors to close properly to address Complainant’s concerns regarding water leaking into the vehicle during the repair visit described in Findings of Fact #13.
15. On February 21, 2018, Respondent’s technical advisor performed a final repair attempt on Complainant’s vehicle and verified the existence of a water leak.
16. Respondent’s technical advisor replaced the vehicle’s header weather strip along the windshield and the vehicle’s door seals during the repair visit described in Findings of Fact #15.
17. On March 14, 2018, during the vehicle inspection that took place at the time of hearing, the parties observed water on the vehicle’s passenger side floorboard.
13. On January 10, 2018, 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.
14. The hearing in this case convened on March 14, 2018, in San Antonio, Texas before Hearings Examiner Edward Sandoval. Complainant was represented by his daughter, Vannia Gonzalez. Also testifying at the hearing for Complainant was Eugenia Gonzalez, Complainant’s daughter-in-law. Respondent was represented by Jan Kershaw, Early Resolution Case Manager. Also testifying for Respondent was Stuart Ritchey, Technical

Advisor. The hearing record was closed on March 22, 2018, when the hearings examiner received a copy of the pictures and videos entered as evidence at the hearing.

III. 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 nonconformity that substantially impairs the use and market value of the vehicle. Tex. Occ. Code § 2301.604(a).
7. 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.
8. Based on the above Findings of Fact and Conclusions of Law, Respondent is required to repurchase Complainant's 2016 Jeep Sahara. 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 this final order;

2. Respondent shall repurchase the subject vehicle in the amount of **\$40,980.01**. In addition, Complainant is entitled to reimbursement of the lemon law filing fee in the amount of **\$35.00**. The total refund of **\$41,015.01** 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;

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|--|-------------|
| Purchase price, including tax, title, license and registration | \$45,296.38 |
| Delivery mileage | 22 |
| Mileage at first report of defective condition | 811 |
| Mileage on hearing date | 22,103 |
| Useful life determination | 120,000 |

| | | | | |
|--|---------|---------------|------------------|---------------------|
| Purchase price, including tax, title, license and registration | | \$45,296.38 | | |
| Mileage at first report of defective condition | | 811 | | |
| Less mileage at delivery | | <u>-22</u> | | |
| Unimpaired miles | | 789 | | |
| Mileage on hearing date | | 22,103 | | |
| Less mileage at first report of defective condition | | <u>-811</u> | | |
| Impaired miles | | 21,292 | | |
| Reasonable Allowance for Use Calculations: | | | | |
| Unimpaired miles | | <u>789</u> | | |
| | 120,000 | X | \$45,296.38 | = \$297.82 |
| Impaired miles | | <u>21,292</u> | | |
| | 120,000 | X | \$45,296.38 X .5 | = <u>\$4,018.54</u> |
| Total reasonable allowance for use deduction: | | | | \$4,316.37 |
| Purchase price, including tax, title, license and registration | | | \$45,296.38 | |
| Less reasonable allowance for use deduction | | | -\$4,316.37 | |
| Plus filing fee refund | | | <u>\$35.00</u> | |
| TOTAL REPURCHASE AMOUNT | | | \$41,015.01 | |

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 reacquired vehicle prior to resale and issue a disclosure statement on a form provided or approved by the Department;²⁵
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.

²⁵ 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, Phone (512) 465-4076.

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 March 30, 2018



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