

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 18-0184423 CAF**

**ANTHONY TIMMER,**  
Complainant

v.

**GENERAL MOTORS LLC,**  
Respondent

§  
§  
§  
§  
§  
§

**BEFORE THE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Anthony Timmer (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his new 2016 Chevrolet Camaro. Complainant asserts that the vehicle is defective because he feels excessive vibration in its drive line when driving the vehicle, particularly when the active fuel management system is operating. General Motors LLC (Respondent) argued that the vehicle does not have a defect, is operating as designed, and that no relief is warranted. 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 was closed on June 28, 2018, in Austin, Texas and telephonically before Hearings Examiner Edward Sandoval. Anthony Timmer, Complainant, appeared telephonically and represented himself at the hearing. Respondent was represented in person by Kevin Phillips, Business Resource Manager. Galen Miller, Field Service Engineer, appeared telephonically and testified for Respondent.

The hearings examiner reopened the hearing record and took additional testimony from the parties on August 13, 2018, after Complainant provided additional evidence to indicate that the vehicle's state registration had been renewed after the initial hearing date. Complainant, Anthony Timmer, represented himself and testified. Kevin Phillips, Business Resource Manager, represented Respondent and testified. The hearing record was closed on August 13, 2018.

## 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.<sup>1</sup> Second, the defect or condition in the vehicle creates a serious safety hazard or substantially impairs the use or market value of the vehicle.<sup>2</sup> Third, the manufacturer has been given a reasonable number of attempts to repair or correct the defect or condition.<sup>3</sup> Fourth, the owner must have provided written notice of the alleged defect or nonconformity to the manufacturer.<sup>4</sup> Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.<sup>5</sup>

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: (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>6</sup>

### B. Complainant's Evidence and Arguments

Complainant purchased a new 2016 Chevrolet Camaro on March 15, 2017, from Vernon Auto Group (Vernon) in Vernon, Texas.<sup>7</sup> The vehicle's mileage at the time of delivery was 18.<sup>8</sup> Respondent provided a new vehicle bumper-to-bumper limited warranty which provides coverage for the vehicle for three (3) years or 36,000 miles, whichever comes first.<sup>9</sup> In addition,

---

<sup>1</sup> Tex. Occ. Code § 2301.604(a).

<sup>2</sup> *Id.*

<sup>3</sup> *Id.*

<sup>4</sup> Tex. Occ. Code § 2301.606(c)(1).

<sup>5</sup> Tex. Occ. Code § 2301.606(c)(2).

<sup>6</sup> 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.

<sup>7</sup> Complainant Ex. 1, Buyers Order dated March 15, 2017.

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

<sup>9</sup> Respondent Ex. 4, Hearing Information Packet, p. 33.

Respondent provided a powertrain warranty for the vehicle's powertrain which provides coverage for five (5) years or 60,000 miles.<sup>10</sup> On the date of hearing the vehicle's mileage was 8,483.<sup>11</sup>

Complainant testified that he feels that the vehicle vibrates excessively. He believes that the vibration is in the vehicle's drive line. Complainant stated that he began experiencing the problem in September of 2017. He noticed that the vibration began when the vehicle's operating temperature reached 165 to 175 degrees. Also, it seemed to occur more frequently when he was driving up hill. The vibration feels as if he's driving on a patch of rough road. Complainant stated that the vibration will also occur when the vehicle shifts from V-6 to V-4 mode (active fuel management) which is a gas saving feature of the vehicle's engine.

Complainant took the vehicle for repair to Purifoy Chevrolet (Purifoy) in Fort Lupton, Colorado on November 16, 2017.<sup>12</sup> Complainant stated that he raised his concern with the vehicle vibrating excessively when the transmission temperature reached a certain point. Purifoy's service advisor indicated that Complainant's concern was a transmission "shudder."<sup>13</sup> Purifoy's service technician verified a "shudder" during a test drive.<sup>14</sup> The technician performed a transmission fluid flush on the vehicle in order to address the concern.<sup>15</sup> The vehicle's mileage when Complainant took it to Purifoy was 4,607.<sup>16</sup> The vehicle was in Purifoy's possession until November 22, 2017. Complainant was not provided a loaner vehicle while his vehicle was being serviced.

Once the vehicle was returned, Complainant drove it to Kansas City. While returning to Colorado, Complainant felt that the vehicle was vibrating severely. He stated that the vibration was so severe that he was sore from driving the vehicle once he returned to Colorado. He returned the vehicle to Purifoy on December 5, 2017, to complain about the vibration. Purifoy's service technicians performed other work on the vehicle at the time. However, Complainant feels that no repairs were performed for the vibration issue.<sup>17,18</sup> The vehicle was returned to him on

---

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

<sup>11</sup> Complainant Ex. 8, Photographs of Vehicle, p. 4.

<sup>12</sup> Complainant Ex. 2, Repair Order dated November 16, 2017.

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

<sup>14</sup> *Id.*

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

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

<sup>17</sup> *Id.* The repair order for November 16, 2017, was left open by Purifoy's service advisor and the repair performed on December 5, 2017, was included on that repair order. As such, there is no record as to the vehicle's mileage for the December 5, 2017 repair.

<sup>18</sup> *Id.*, p. 3, the service technician wrote: "Test drove another [like] vehicle and confirmed both vehicle [*sic*] feels [*sic*] the same when active fuel management engages from V-6 to V-4. This is a normal condition feeling a harshness while in V-4 mode."

December 7, 2017.<sup>19</sup> Complainant did not receive a loaner vehicle while his vehicle was being repaired.

Complainant contacted Respondent's customer care department to complain about the excessive vibration he felt when driving the vehicle. Thereafter, Complainant was requested to allow Respondent's representative inspect the vehicle. The vehicle inspection took place on January 17, 2018, at Purifoy. Respondent's field service engineer (FSE), Galen Miller, installed a pico scope to the vehicle and test drove the vehicle on the highway.<sup>20</sup> Mr. Miller did verify a vehicle vibration during the test drive.<sup>21</sup> Mr. Miller inspected the vehicle's tires and determined that the two left wheels were damaged and that the right front tire was defective.<sup>22</sup> Mr. Miller's conclusion was that the two damaged wheels needed to be replaced, as well as the right front tire in order to resolve the issue of excessive vibration.<sup>23</sup> The vehicle's mileage on this occasion was 6,596.<sup>24</sup>

Complainant decided to buy new wheels for the vehicle from a third party vendor.<sup>25</sup> He decided to replace all four (4) wheels on the vehicle. The total cost for the wheels was \$821.00 (\$205.25 per wheel).<sup>26</sup> Complainant allowed Purifoy's technicians to place the new wheels on the vehicle on January 30, 2018.<sup>27</sup> Complainant was charged \$118.80 for the wheels to be mounted and balanced and for four (4) valve kits for the tires.<sup>28</sup> The vehicle's mileage was 6,975 at the time.<sup>29</sup>

Complainant testified that the vibration in the vehicle was the same after replacing the vehicle's wheels.

Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on March 6, 2018.<sup>30</sup> Complainant also mailed a letter to Respondent on an unknown date outlining his dissatisfaction with the vehicle.<sup>31</sup>

---

<sup>19</sup> *Id.*

<sup>20</sup> Complainant Ex. 3, Repair Order dated January 17, 2018.

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

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

<sup>23</sup> *Id.*

<sup>24</sup> *Id.*

<sup>25</sup> Complainant Ex. 4, Repair Order dated January 30, 2018 and OE Purchase Invoice dated January 19, 2018. Under "Description" the seller wrote: "20" fits Chevrolet – Camaro ZL1 Wheel Replica – Chrome 20X8.5."

<sup>26</sup> *Id.*

<sup>27</sup> *Id.*

<sup>28</sup> *Id.*

<sup>29</sup> *Id.*

<sup>30</sup> Complainant Ex. 6, Lemon Law Complaint dated March 6, 2018. Although the form was signed by Complainant on February 26, 2018, it was not received by the Department until March 6, 2018, which is the effective date of the complaint.

<sup>31</sup> Complainant Ex. 7, Letter to General Motors Company, undated.

Complainant testified that he took the vehicle for repair for the vibration issue to Johnson Auto Plaza (Johnson) in Brighton, Colorado on March 28, 2018. Johnson's service technician verified excessive vibration in the vehicle when ascending a slight grade.<sup>32</sup> The technician determined that the vibration was being caused by the transmission torque converter and replaced it.<sup>33</sup> The vehicle's mileage on this occasion was 7,586.<sup>34</sup> The vehicle was in Johnson's possession until April 4, 2018. Complainant received a loaner vehicle while his vehicle was being repaired.

Complainant testified that he continued to feel a vibration when driving the vehicle after the vehicle's transmission torque converter was replaced, although the vibration was not as rough as it was prior to the repair. Complainant also stated that he placed an after-market green racing stripe on the vehicle.

During cross-examination, Complainant testified that the racing stripe is removable from the vehicle. He's the only driver of the vehicle. The vehicle has not been damaged in any manner. He uses the vehicle primarily on the weekends. The vehicle's check engine light (CEL) has never illuminated. He's not seen any other warning lights illuminate on the vehicle, except for the tire pressure.

Complainant also stated that on the date of the original hearing, the vehicle's registration was not current. He stated that in Colorado (where Complainant resides) vehicle owners are given a 30 day grace period once a vehicle's registration has expired.

During the continuance conducted on August 13, 2018, Complainant testified that he registered the vehicle in the state where he resides (Colorado) on June 28, 2018, after the original hearing concluded.<sup>35,36</sup> Complainant stated that the vehicle is currently registered in Colorado.

Complainant also testified that the vehicle's vibration has gotten worse over the past several weeks. He feels that the vibration is severe in both the V-6 and V-4 modes. There have been no other changes with the vehicle.

---

<sup>32</sup> Complainant Ex. 5, Repair Order dated March 28, 2018.

<sup>33</sup> *Id.*

<sup>34</sup> *Id.*

<sup>35</sup> Complainant Ex. 11, Photographs of Vehicle's License Plate Showing Expiration Date of May 2019.

<sup>36</sup> Complainant Ex. 12, Colorado Registration Card Showing Expiration Date of May 2019.

## C. Respondent's Evidence and Arguments

### 1. Galen Miller's Testimony

Galen Miller, Field Service Engineer (FSE), testified for Respondent. Mr. Miller has worked for Respondent as an FSE for the last six (6) years.<sup>37</sup> Prior to his employment with Respondent, Mr. Miller worked for 26 years as an automotive shop foreman.<sup>38</sup> He is an Automotive Service Excellence (ASE) Certified Master Technician and is a GM Certified Technician.<sup>39</sup>

Mr. Miller testified that he was assigned by Respondent to inspect the vehicle in January of 2018. Mr. Miller inspected the vehicle at Purifoy. Mr. Miller road tested the vehicle and felt a T1 vibration which is a single disturbance every time a tire makes a revolution. He also detected severe vibration using a pico scope to measure the amount of vibration. When Mr. Miller inspected the vehicle's tires, he determined that two (2) of the wheels had been damaged and needed to be replaced. After attempting to road force balance the vehicle's tires, Mr. Miller determined that a third tire was defective and needed to be replaced also. Mr. Miller stated that Complainant took the vehicle from Purifoy after the inspection. Complainant returned to Purifoy several days later and had all four (4) wheels replaced with new ones that he had purchased from a third party. Mr. Miller stated that he did not drive the vehicle after the wheels and the tire were replaced.

Mr. Miller also testified that the vehicle is equipped with an active fuel management system. The system allows the vehicle's engine to switch from a V-6 to a V-4 while it's being driven in order to allow for improved fuel economy. When the switch occurs, it is normal for the vehicle's transmission to vibrate more than normally.

Mr. Miller testified that he believes that the vehicle has been repaired and that there are no defects with it at this time.

### 2. Kevin Phillips' Testimony

Kevin Phillips, Business Resource Manager, testified for Respondent. He testified that Complainant's vehicle's registration had expired at the time of hearing. Mr. Phillips submitted as evidence a Colorado Registration Card applicable to Complainant's vehicle indicating that the registration expired in May of 2018.<sup>40</sup>

---

<sup>37</sup> Respondent Ex. 1, Galen Miller Resumé, undated.

<sup>38</sup> *Id.*

<sup>39</sup> *Id.*

<sup>40</sup> Respondent Ex. 4, Hearing Information Packet, p. 29.

During the continued hearing, Mr. Phillips testified that Complainant's vehicle was unregistered at the time of the original hearing. He also stated that he feels that the chrome wheels installed by Complainant (which were not manufactured by Respondent) may be contributing to the vehicle's vibration. They could have an impact on the vehicle's performance.

#### **D. Analysis**

Under the Lemon Law, Complainants bear the burden of proof to establish by a preponderance of evidence that a defect or condition creates a serious safety hazard or substantially impairs the use or market value of the vehicle. In addition, Complainants must meet the presumption that the manufacturer was given a reasonable number of attempts to repair or correct the defect or condition to conform the vehicle to an applicable express warranty. Finally, Complainants are required to serve written notice of the defect or 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 or condition, Complainants are entitled to have the vehicle repurchased or replaced.

The evidence presented at the hearing established that the vehicle vibrates excessively when being driven by Complainant. On at least three (3) occasions the service technicians repairing the vehicle detected an unusual vibration or shudder after which repairs were made or suggested (*i.e.*, a transmission fluid flush, replace damaged wheels, replace torque convertor). The evidence reveals that despite the repairs the vehicle still shudders excessively which could be a serious safety hazard. The nature of the condition creates a 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. Complainant cannot rely on the vehicle on long distance drives, as the vibration could affect his driving habits and make a long trip uncomfortable (as testified to by Complainant).

Complainant purchased the vehicle on March 15, 2017, and presented the vehicle Respondent's authorized dealer for repair due to his concerns with an excessive vibration issue on November 16, 2017; December 5, 2017; and January 18, 2018. Complainant also had one additional repair attempt on the vehicle for the vibration issue on March 28, 2018, after he filed the Lemon Law complaint. 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.

Finally, Complainant did serve written notice of his dissatisfaction with the vehicle to Respondent. Respondent did have an opportunity for a final repair on 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. Anthony Timmer (Complainant) purchased a new 2016 Chevrolet Camaro on March 15, 2017, from Vernon Auto Group (Vernon) in Vernon, Texas with mileage of 18 at the time of delivery.
2. The manufacturer of the vehicle, General Motors LLC (Respondent), issued a new vehicle limited warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever occurs first and a powertrain warranty which provides coverage for the vehicle’s powertrain for five (5) years or 60,000 miles.
3. The vehicle’s mileage on the date of hearing was 8,483.
4. At the time of hearing the vehicle’s warranties were still in effect.
5. Complainant feels that the vehicle’s drive line vibrates excessively, particularly when the active fuel management system is operating.

6. Complainant took the vehicle for repair to Respondent's authorized dealer, Purifoy Chevrolet in Fort Lupton, Colorado, in order to address his concerns regarding the vehicle's excessive vibration on the following dates:
  - a. November 16, 2017, at 4,607 miles;
  - b. December 5, 2017, at unknown miles; and
  - c. January 17, 2018, at 6,596 miles.
7. On November 16, 2017, Purifoy's service technician flushed and replaced the vehicle's transmission fluid in an effort to resolve the concern.
8. On December 5, 2017, Purifoy's service technician did not perform any repairs to the vehicle for the vibration concern.
9. On January 17, 2018, Respondent's field service engineer (FSE) determined that the vibration was being caused by two (2) damaged wheels and a defective tire. No repairs were performed at the time, as Complainant wanted to find cheaper wheels than were being offered by the dealer.
10. On January 30, 2018, Complainant had Purifoy's technicians install four (4) new wheels which he had purchased from a third party on the vehicle.
11. The wheels purchased by Complainant as described in Findings of Fact #11 cost \$205.25 each, with no additional tax charged.
12. On March 6, 2018, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
13. On March 28, 2018, Complainant took the vehicle which had 7,586 miles on it to Johnson Auto Plaza (Johnson) in Brighton, Colorado for repair.
14. Johnson's service technician replaced the vehicle's transmission torque converter in order to resolve the vehicle's vibration issue.
15. Complainant registered the vehicle with the state of Colorado on June 28, 2018.
16. The vehicle still vibrates excessively when Complainant drives it.

17. On May 1, 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.
18. The hearing in this case convened and the record was closed on June 28, 2018, in Austin, Texas and telephonically before Hearings Examiner Edward Sandoval. Anthony Timmer, Complainant, appeared telephonically and represented himself at the hearing. Respondent was represented in person by Kevin Phillips, Business Resource Manager. Galen Miller, Field Service Engineer, appeared telephonically and testified for Respondent. The hearings examiner reopened the hearing record and took additional testimony from the parties on August 13, 2018. Complainant, Anthony Timmer, represented himself and testified. Kevin Phillips, Business Resource Manager, represented Respondent and testified. The hearing record was closed on August 13, 2018.

#### 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 repurchase Complainant's 2016 Camaro RS. Tex. Occ. Code § 2301.604(a)(1).
11. Complainant is entitled to reimbursement of incidental expenses totaling \$410.50 for the two (2) wheels that he was not required to replace. Tex. Occ. Code § 2301.604(a); 43 Tex. Admin. Code § 215.209.

**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 **\$33,957.02**. In addition, Complainant is entitled to reimbursement of incidental expenses in the amount of **\$410.50**. The total refund of **\$34,367.52** 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	\$35,873.22
Delivery mileage	18
Mileage at first report of defective condition	4,607
Mileage on hearing date	8,483
Useful life determination	120,000

Purchase price, including tax, title, license and registration					\$35,873.22
Mileage at first report of defective condition		4,607			
Less mileage at delivery		<u>-18</u>			
Unimpaired miles		4,589			
Mileage on hearing date		8,483			
Less mileage at first report of defective condition		<u>-4,607</u>			
Impaired miles		3,876			
Reasonable Allowance for Use Calculations:					
Unimpaired miles					
		<u>4,589</u>			
	120,000		X	\$35,873.22	= \$1,371.85
Impaired miles					
		<u>3,876</u>			
	120,000		X	\$35,873.22	X .5 = <u>\$579.35</u>
Total reasonable allowance for use deduction:					\$1,951.20
Purchase price, including tax, title, license and registration					\$35,873.22
Less reasonable allowance for use deduction					-\$1,951.20
Plus filing fee refund					<u>\$35.00</u>
<b>TOTAL REPURCHASE AMOUNT</b>					<b>\$33,957.02</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>41</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.

**SIGNED August 31, 2018**



---

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

---

<sup>41</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.