

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 18-0188139 CAF**

**REGINALD HOWARD,
Complainant**

v.

**BMW OF NORTH AMERICA, LLC,
Respondent**

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**BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS**

DECISION AND ORDER

Reginald Howard (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 distributed by BMW of North America, LLC (Respondent). A preponderance of the evidence shows that the subject vehicle has a warrantable defect that qualifies for warranty repair but not repurchase or replacement.

I. Procedural History, Notice and Jurisdiction

Matters of notice of hearing¹ 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 December 6, 2018, by telephone, before Hearings Examiner Andrew Kang, and the record closed on the same day. The Complainant, represented himself. Erik Luchsinger, Technical Support Engineer, represented and testified for the Respondent.

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

¹ TEX. GOV'T CODE § 2001.051.

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

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

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).

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:

[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

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).

⁹ TEX. OCC. CODE § 2301.605(a)(3).

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

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

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).

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 of the evidence. That is, the Complainant must present sufficient evidence to show that every required fact more likely than not exists.¹⁹ Accordingly, the Complainant cannot prevail where the existence of any required fact appears equally likely or unlikely.

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

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).

5. Incidental Expenses

When repurchase or replacement is ordered, the Lemon Law provides for reimbursing the Complainant for reasonable incidental expenses resulting from the vehicle's loss of use because of the defect.²⁴ Reimbursable expenses include, but are not limited to: (1) alternate transportation; (2) towing; (3) telephone calls or mail charges directly attributable to contacting the manufacturer, distributor, converter, or dealer regarding the vehicle; (4) meals and lodging necessitated by the vehicle's failure during out-of-town trips; (5) loss or damage to personal property; (6) attorney fees, if the complainant retains counsel after notification that the respondent is represented by counsel; and (7) items or accessories added to the vehicle at or after purchase, less a reasonable allowance for use. The expenses must be reasonable and verifiable (for example, through receipts or similar written documents).²⁵

B. Summary of Complainant's Evidence and Arguments

On May 13, 2016, the Complainant, purchased a new 2018 BMW 428i Gran Coupe from BMW of San Antonio, a franchised dealer of the Respondent, in San Antonio, Texas. The vehicle had one mile on the odometer at the time of purchase. The vehicle's limited warranty provides bumper to bumper coverage for four years or 50,000 miles, whichever occurs first. On or about June 20, 2018, the Complainant provided a written notice of defect to the Respondent. On July 2, 2018, the Complainant filed a complaint with the Department alleging that that the passenger airbag off light periodically came on with a normal size adult in the seat; the power liftgate opened partially or not at all; electrical problems persisted: the car cut off in the middle of the road, the air conditioning (AC) stopped working, and the SOS module failed. The Complainant testified that the issues regarding the car cutting off, AC, and SOS module were successfully repaired, leaving only the airbag and power liftgate issues for resolution in this proceeding. The Complainant stated that the subject vehicle currently had 38,759 miles on the odometer.

The Complainant explained that the passenger airbag light will occasionally come on with an average sized adult in the passenger seat. This issue occurred three times. A technical bulletin advised that electronic devices should be kept away from the seat and the seat should be kept from

²⁴ TEX. OCC. CODE § 2301.604.

²⁵ 43 TEX. ADMIN. CODE § 215.209(a).

getting wet. He stated that the last time the light came on, the vehicle had a phone between the console and seat. He added that the passenger seat does get damp. Also, passenger may have a phone in the back pocket. He pointed out that the airbag light affects the vehicle's use because of phones and a laptop.

The power liftgate exhibited two symptoms: a partial opening about 12" and a metallic clicking sound when the power liftgate will not lift at all. This issue last occurred in mid-July (2018). The power liftgate least failed on November 21 (2018). The Complainant added that the liftgate was heavy and difficult to lift (manually).

C. Summary of Respondent's Evidence and Arguments

Mr. Luchsinger pointed out that the complaint was filed late in this case and the liftgate issue fell outside the Lemon Law's 24-month and 24,000-mile repair periods. Mr. Luchsinger testified that they could not duplicate the liftgate issue though tested 35 times under different conditions. He noted that the liftgate had a safety feature that stops the liftgate when encountering resistance. Given the hatch's size, a touch while moving or wind may cause the safety mechanisms to stop the hatch. However, the hatch can be restarted.

Mr. Luchsinger explained that the passenger airbag safety system does not check weight but instead inductively measures the person sitting in the seat. Because of safety concerns, this system is monitored and a malfunction would set a fault immediately. He noted that the issue of a passenger dampening the seat was not heard before. He pointed out that the owner's manual describes the importance of not having moisture on the seat. He elaborated that designing something to be foolproof in every conceivable situation was not possible. Mr. Luchsinger added that the passenger must sit straight with both feet on the floor and the (passenger airbag) light may come on as a warning that the person should sit straight or sit in the back row. Although this might not be desirable, specific technological reasons exist for this. Mr. Luchsinger concluded that the airbag system worked as designed with no faults. Upon clarification questions, Mr. Luchsinger confirmed that interference from electronics would be the same in other 428i vehicles.

D. Analysis

1. Filing Deadline for Repurchase/Replacement Relief

As an initial matter, the subject vehicle cannot qualify for repurchase or replacement relief because the complaint was filed after the deadline specified by law. In this case, the complaint listed December 17, 2017, as the date the vehicle reached 24,000 miles.²⁶ Accordingly, the complaint must have been filed no later than six months after December 17, 2017 (June 17, 2017).²⁷ However, the complaint was filed on July 2, 2018, prohibiting any repurchase or replacement relief. Nevertheless, the vehicle may still qualify for repair relief for any currently existing warrantable defects.

2. Warrantable Defect

To qualify for any relief, the vehicle must have a defect covered by warranty (warrantable defect).²⁸ The subject vehicle's warranty generally states that: "BMW of North America, LLC (BMW NA) warrants during the Warranty Period the 2016 U.S.-specification BMW vehicles distributed through the BMW NA European Delivery Program against defects in materials or workmanship to the first retail purchaser, and each subsequent purchaser." According to these terms, the warranty only applies to defects in materials or workmanship (manufacturing defects).²⁹ A manufacturing defect is generally 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. Unlike manufacturing defects, issues that do not arise from manufacturing, such as characteristics of the vehicle's design (which exists before manufacturing) are not warrantable defects. Design

²⁶ Consistent with the mileage shown on the complaint, the vehicle's repair invoices show that the vehicle had 23,856 miles on November 28, 2017, and 31,285 miles on March 27, 2018. Complainant's Ex. D.

²⁷ TEX. OCC. CODE § 2301.606(d).

²⁸ TEX. OCC. CODE §§ 2301.603(a), 2301.604(a); TEX. OCC. CODE § 2301.204.

²⁹ Courts have affirmed that warranty language covering "defects in material or workmanship" do not cover design issues. *E.g., Whitt v. Mazda Motor of America*, 5th Dist. Stark No. 2010CA00343, 211-Ohio-3097, ¶¶ 18-21 ("The manufacturer's express warranty in the case sub judice provides: 'Mazda warrants that your new Mazda Vehicle is free from defects in material or workmanship' The trial court found the warranty did not cover claims of design defects. . . . The problems about which Appellants complained did not fall within the applicable expressed warranty."); *see GT & MC, Inc. v. Texas City Refining, Inc.*, 822 S.W.2d 252, 257 (Tex. App.—Houston [1st Dist.] 1991, writ denied) ("the language in the contract of May 12, 1980, expressly limited TCR's recovery only for defects in materials or workmanship to damages for repair or replacement value. No mention was made in the guarantee of remedies for design defects.").

characteristics result from the vehicle's specified design and not from any error during manufacturing.³⁰ In sum, the warranty only covers manufacturing defects and does not apply to design characteristics or even design defects.

3. Passenger Airbag Indicator Light

The passenger airbag indicator light issue is not a manufacturing defect, but is a characteristic of the vehicle's design. The evidence shows that electronic devices and moisture may interfere with the passenger seat's inductive classification system as designed. The owner's manual explains that:

The system reads if the front seat is occupied by measuring the human body's resistance. . . . To enable correct recognition of the occupied seat cushion. . . . Do not place any electronic devices on the passenger seat if a child restraint system is to be installed on it. . . . No moisture in or on the seat.³¹

Because the passenger seat's inductive classification system measures the human body's electrical resistance, anything that affects such electrical resistance, such as interference from electronic devices and moisture, may affect the system's ability to accurately recognize the passenger. However, this is not a manufacturing defect but is instead a normal characteristic of the inductive classification system's design, which the warranty does not cover.

4. Power Tailgate

The record reflects that the power tailgate malfunction is a warrantable defect. In particular, video evidence shows the power tailgate failing to open while in a garage.³² However, the vehicle cannot qualify for repurchase or replacement in this case because of the late-filed complaint. Further, a preponderance of the evidence does not show that the defect substantially impairs the use or value of the vehicle given that the malfunction occurs intermittently and the tailgate will still open manually even if the power function fails. Nevertheless, this defect still qualifies for warranty repair.

³⁰ In contrast to manufacturing defects, "[a] design defect exists where the product conforms to the specification but there is a flaw in the specifications themselves." *Torres v. Caterpillar, Inc.*, 928 S.W.2d 233, 239 (Tex. App.—San Antonio 1996), *writ denied*, (Feb. 13, 1997).

³¹ Respondent's Ex. 1, Owner's Manual Excerpt.

³² Complainant's Ex. F2, 1 May100_2222.MOV.

III. Findings of Fact

1. On May 13, 2016, the Complainant, purchased a new 2018 BMW 428i Gran Coupe from BMW of San Antonio, a franchised dealer of the Respondent, in San Antonio, Texas. The vehicle had one mile on the odometer at the time of purchase.
2. The vehicle's limited warranty provides bumper to bumper coverage for four years or 50,000 miles, whichever occurs first.
3. On June 20, 2018, the Complainant provided a written notice of defect to the Respondent.
4. On July 2, 2018, the Complainant filed a complaint with the Department alleging that that the passenger airbag off light periodically came on with a normal size adult in the seat; the power liftgate opened partially or not at all; electrical problems persisted: the car cut off in the middle of the road, the air conditioning (AC) stopped working, and the SOS module failed.
5. The issues with the vehicle cutting off, AC, and SOS module, were successfully resolved prior to the hearing.
6. The complaint listed December 17, 2017, as the date the vehicle reached 24,000 miles.
7. The Department's Enforcement Division referred the complaint for a hearing under TEX. OCC. CODE § 2301.204, relating to warranty performance (repair only) relief.
8. On July 30, 2018, 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.
9. The hearing in this case convened on December 6, 2018, by telephone, before Hearings Examiner Andrew Kang, and the record closed on the same day. The Complainant, represented himself. Erik Luchsinger, Technical Support Engineer, represented and testified for the Respondent.
10. The vehicle's odometer displayed 38,759 miles at the time of the hearing.
11. The vehicle's warranty was in effect at the time of the hearing.

12. The vehicle's warranty covers "defects in materials or workmanship."
13. The passenger airbag system measures the human body's resistance to determine if the front passenger seat is occupied.
14. Because the passenger airbag system measures electrical resistance, electronic devices and moisture that interfere with sensing resistance may affect the passenger airbag system's ability to correctly recognize an occupant in the passenger seat.
15. The power liftgate malfunctions intermittently.
16. The power liftgate may malfunction even without outside influences, such as wind, acting on the liftgate.
17. The liftgate can still be operated manually.

IV. Conclusions of Law

1. The Texas Department of Motor Vehicles has jurisdiction over this matter. TEX. OCC. CODE §§ 2301.601-2301.613 and 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 timely file the complaint for repurchase or replacement relief. The proceeding must have been commenced not later than six months after the earliest of: (1) the expiration date of the express warranty term; or (2) the dates on which 24 months or

24,000 miles have passed since the date of original delivery of the motor vehicle to an owner. TEX. OCC. CODE § 2301.606(d).

7. If the Complainant's vehicle does not qualify for replacement or repurchase, this Order may require repair to obtain compliance with the Respondent's warranty. TEX. OCC. CODE §§ 2301.204 and 2301.603; 43 TEX. ADMIN. CODE § 215.208(e).
8. The passenger airbag issue does not support any relief. The passenger airbag issue is not a defect covered by the Respondent's warranty. TEX. OCC. CODE §§ 2301.603, 2301.604(a) and 2301.204.
9. The power tailgate issue qualifies the Complainant's vehicle for warranty repair. The Complainant proved that the vehicle's power tailgate malfunction is a defect covered by the Respondent's warranty. TEX. OCC. CODE §§ 2301.204 and 2301.603.
10. 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.

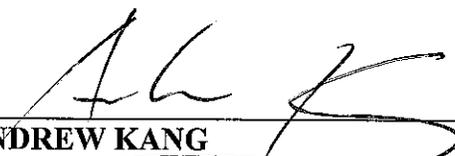
V. Order

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**. It is **FURTHER ORDERED** that the Respondent shall make any repairs needed to conform the subject vehicle's power tailgate to the applicable warranty as specified here. Upon this Order becoming final under Texas Government Code § 2001.144:³³ (1) the Complainant shall deliver the vehicle to the Respondent within 20 days; and (2) the Respondent shall complete the repair of the vehicle within **20 days** after receiving it. However, if the Department determines the Complainant's refusal or inability to deliver the vehicle caused the failure to complete the required repair as prescribed, the Department may consider the Complainant to have rejected the granted

³³ This Order does not become final on the date this Order is signed, instead: (1) this Order becomes final if a party does not file a motion for rehearing within 25 days after the date this Order is signed, or (2) if a party files a motion for rehearing within 25 days after the date this Order is signed, this Order becomes final when: (A) an order overruling the motion for rehearing is signed, or (B) the Department has not acted on the motion within 55 days after the date this Order is signed. Accordingly, this Order cannot become final (1) while a motion for rehearing remains pending; or (2) after the grant of a motion for rehearing.

relief and deem this proceeding concluded and the complaint file closed under 43 Texas Administrative Code § 215.210(2).

SIGNED February 4, 2019



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