

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 18-0189467 CAF**

ANDREA RODGERS,	§	BEFORE THE OFFICE
Complainant	§	
v.	§	OF
	§	
GENERAL MOTORS LLC,	§	
Respondent	§	ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Andrea Rodgers (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in her new Chevrolet Trax. Complainant asserts that the vehicle’s air conditioner intermittently fails to work properly and that she intermittently hears a loud squeaking noise from under the vehicle when she’s driving it. General Motors LLC (Respondent) argued that the vehicle is operating as designed and that no relief is warranted. 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 22, 2019, in Austin, Texas before Hearings Examiner Edward Sandoval and the hearing record was closed that same day. Andrea Rodgers, Complainant, represented herself telephonically at the hearing. Also testifying for Complainant was her father, Gregory Rodgers. Respondent was represented by Clifton Green, Business Resource Manager. Also participating in the hearing telephonically for Respondent was Shaun Philp, Field Service Engineer.

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 these conditions, for vehicles purchased before September 1, 2017, 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.⁵

B. Complainant's Evidence and Arguments

1. Andrea Rodgers' Testimony

Complainant purchased a new 2017 Chevrolet Trax from AutoNation Chevrolet West Austin (AutoNation), in Austin, Texas on April 7, 2017.⁶ The vehicle's mileage was 3 at the time of delivery.⁷ On the date of hearing the vehicle's mileage was 25,750. Respondent provided a bumper-to-bumper new vehicle limited warranty for the vehicle, which provides coverage for three (3) years or 36,000 miles from the date of delivery, whichever comes first.⁸

Complainant testified that she first noticed an issue with the vehicle's air conditioner not working properly near the end of October of 2017. She took the vehicle to AutoNation for repair for the issue on November 2, 2017. Complainant indicated to the dealer's service advisor that the vehicle's air conditioner was blowing hot air.⁹ The dealer's service technician replaced the

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). During the 85th Legislative Session, HB 2070 was passed by the Texas Legislature which, in part, modified the requirements for the rebuttable presumption for a reasonable number of attempts to repair a vehicle to four (4) repair attempts for the same issue during the first 24 months or 24,000 miles from the date of original delivery to the owner. Section 7 of HB 2070 specifies that the changes in the Occupation Code would apply only to new motor vehicles purchased after September 1, 2017, the date that the modifications went into effect.

⁶ Complainant Ex. 1 Retail Purchase Agreement dated April 7, 2017.

⁷ Complainant Ex. 2, Odometer Disclosure Statement dated April 7, 2017.

⁸ Respondent Ex. 1, 2017 Chevrolet Trax, Chevrolet Limited Warranty and Owner Assistance Information, Document ID: 4258337, p. 2.

⁹ Complainant Ex. 4, Repair Order dated November 2, 2017.

vehicle's temperature control cable in order to resolve the issue.¹⁰ The vehicle's mileage on this occasion was 12,511.¹¹ The vehicle was in the dealer's possession for one (1) day during this repair visit. Complainant was not provided with a rental vehicle while her vehicle was being repaired.

Complainant stated that the air conditioner seemed to work for about two (2) weeks before it intermittently wouldn't work. Complainant stated that the air conditioner would intermittently stop working about every other day. The time between shutdowns would increase until the air conditioner almost stopped working completely. Complainant took the vehicle to AutoNation for repair for the air conditioner issue on December 1, 2017. She testified that she was told that a switch needed tightening in order to address the concern. The vehicle's mileage when it was taken to the dealer on this occasion was 13,400.¹² The vehicle was in the dealer's possession for three (3) days during this repair visit. Complainant was not provided with a rental vehicle while her vehicle was being repaired.

Complainant stated that the air conditioner worked for a while, but then intermittently would not work. Finally, on December 26, 2017, the air conditioner stopped working completely. Complainant took the vehicle to AutoNation for repair on January 3, 2018. The dealer's service technician replaced the temperature control cable a second time in order to address the concern.¹³ The mileage on the vehicle on this occasion was 14,202.¹⁴ The vehicle was in the dealer's possession until January 12, 2018, because Complainant went on a trip out of town and was not able to pick up the vehicle until she returned to the area. Complainant was not provided with a rental or loaner vehicle while her vehicle was being repaired, since she was going to be out of town during the repair period.

Complainant testified that the vehicle's air conditioner worked for several months, but stopped working again in June of 2017. Complainant contacted Respondent's representative about her issues with the vehicle. The representative advised Complainant that she could take the vehicle to a different dealer for repair to the vehicle. On June 19, 2018, Complainant took the vehicle to Don Hewlett Chevrolet (Hewlett) in Austin, Texas for repair. Complainant indicated to the dealer's service advisor that the vehicle's air conditioner was not cooling the vehicle and also that she was hearing a squeaking noise from the vehicle's undercarriage.¹⁵ The service technician determined that the vehicle's air conditioner's condenser was leaking and replaced it in order to

¹⁰ *Id.*

¹¹ *Id.*

¹² Complainant Ex. 5, Repair Order dated December 1, 2017.

¹³ Complainant Ex. 6, Repair Order dated January 3, 2018.

¹⁴ *Id.*

¹⁵ Complainant Ex. 7, Repair Order dated June 19, 2018.

address the issue with the air conditioner.¹⁶ The technician verified the noise issue and replaced the vehicle's left front strut mount to address the noise issue.¹⁷ The vehicle's mileage when it was delivered to the dealer on this occasion was 18,467.¹⁸ The vehicle was in Hewlett's possession for three (3) days during this repair visit. Complainant was provided a loaner vehicle while her vehicle was being repaired.

Complainant stated that the air conditioner worked for a few weeks. However, it began to intermittently fail to work. Complainant decided to file a Lemon Law complaint because of her concerns regarding the air conditioner intermittently not working properly and because of the squeaking noise from under the vehicle.

Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on August 2, 2018.¹⁹ On August 20, 2018, Complainant wrote a letter to Respondent advising them of her dissatisfaction with the vehicle. In addition, Complainant indicated in the letter that Respondent should contact her to arrange a date and time for an inspection of the vehicle and a final repair.²⁰ Complainant also decided to rent a vehicle during this period of time. She stated that she was required to drive visitors to her employer's location from one campus to another and that she could not rely on the vehicle's air conditioner to be working properly when she was driving them around. As a result, she rented a 2018 Jeep Wrangler Sahara SUV for August of 2018 for \$935.00 and for September of 2018 for \$911.12.²¹

Complainant testified that after filing the Lemon Law complaint she was contacted by Respondent's representative on the customer care phone line and asked to take the vehicle to a dealer for repair. Complainant took the vehicle to Hewlett for repair for the air conditioner and squeaking noise issues on September 10, 2018. The dealer's service technician indicated that the vehicle's air conditioner compressor pump was weak and replaced the compressor.²² In addition, the technician replaced the vehicle's left front strut and strut mount to address the noise issue.²³ The vehicle's mileage on this occasion was 21,990.²⁴ The vehicle was in Hewlett's possession for four (4) days during this repair visit. Complainant was provided a loaner vehicle while her vehicle was being repaired.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ Complainant Ex. 3, Lemon Law complaint dated August 2, 2018.

²⁰ Complainant Ex. 8, Letter to Chevrolet Customer Assistance Center dated August 20, 2018.

²¹ Complainant Ex. 10, Mobiliti Receipts dated August 3, 2018 and September 3, 2018.

²² Complainant Ex. 9, Repair Order dated September 10, 2018.

²³ *Id.*

²⁴ *Id.*

Complainant testified that the air conditioner seemed to work properly for a while after the September repair. In addition, the squeaking noise went away entirely. Complainant feels that the noise issue was repaired at this time.

Complainant stated that she drove the vehicle from Texas to Alabama in November of 2018. The air conditioner again intermittently stopped working properly. She states that the air conditioner would stop working about once a week. Complainant stated she last drove the vehicle on March 9, 2018 and that she left the state on March 12, 2018. The vehicle is currently at her father's home.

During cross-examination, Complainant stated that the last time that she experienced the problem with the air conditioner was sometime in February of 2018. She's never had an accident in the vehicle. It has never left her stranded.

2. Gregory Rodgers' Testimony

Gregory Rodgers, Complainant's father, testified in the hearing. Mr. Rodgers testified that he drives the vehicle periodically, but not on a regular basis. The vehicle is currently in his possession because Complainant has moved out of state with her significant other. He indicated that he's aware that Complainant has had trouble with the vehicle's air conditioner not working properly. He experienced the problem last in August 2018. However, he also indicated that he's not sure how to work the air conditioner controls, so he will roll down the vehicle's window when he gets too warm when driving the vehicle.

C. Respondent's Evidence and Arguments

1. Clifton Green's Testimony

Clifton Green, Business Resource Manager, testified for Respondent. Mr. Green indicated that Respondent's warranty covers any vehicle defect. The warranty provides for coverage for three (3) years or 36,000 miles.

Mr. Green specified that the repairs performed to the vehicle in September of 2018 at Hewlett was not Respondent's final repair attempt to the vehicle as they did not have a representative present during that repair. Respondent's final inspection and repair attempt was performed on November 19, 2018, at Enterprise Chevrolet (Enterprise) in Enterprise, Alabama. The inspection and repair attempt were performed by Shaun Philp, Respondent's field service engineer. Mr. Green testified that he feels that the vehicle is operating as designed.

2. Shaun Philp's Testimony

Shaun Philp, Field Service Engineer, testified for Respondent. Mr. Philp has worked in the automotive industry for six (6) years. He started working as a service technician at a dealership in Arkansas. He worked for Ford and Nissan dealerships before being hired by Respondent in 2018. Mr. Philp is an Automotive Safety Excellence (ASE) Certified Master Technician.

Mr. Philp testified that he inspected the vehicle on November 19, 2018, at Enterprise. Mr. Philp stated that he test drove the vehicle and was unable to duplicate the concern with the vehicle's air conditioner. He also performed a check to see if the vehicle's computers had stored any diagnostic trouble codes (DTC's) and found none. Mr. Philp stated that he took thermal images of the vehicle's air conditioning vents to determine if the air conditioner was blowing out cold air at the time and verified that it was. Mr. Philp prepared a vehicle inspection report which outlined his findings during the inspection.²⁵ He stated that he feels that the vehicle is operating as designed.

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.

1. Squeaking Noise Issue

Complainant indicated that the squeaking noise issue from the undercarriage of the vehicle which was on the Lemon Law complaint has been addressed and fully repaired. Since the issue has been repaired, it does not provide grounds for repurchase or replacement relief.

2. Air Conditioning Issue

Complainant purchased the vehicle on April 7, 2017, and presented the vehicle to Respondent's authorized dealers for repair on the following dates due to Complainant's concerns with the

²⁵ Respondent Ex. 3, Vehicle Final Repair Opportunity or Inspection Report dated November 27, 2018.

vehicle's air conditioning not working properly: November 2, 2017; December 1, 2017; January 3, 2018; and June 19, 2018. 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 "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." The evidence presented at the hearing establishes that Complainant took the vehicle for repair for the air conditioner system the first two occasions when the vehicle's mileage was 12,511 and 13,400. Although the first two repairs for the issue were not performed until the vehicle's mileage exceeded 12,000, the mileage was not substantially past the benchmark provided under the Code and are not fatal to the complaint. As such, the hearings examiner will hold that 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 also provided Respondent with a final opportunity to cure the defect. Complainant informed Respondent via letter dated August 20, 2018, of the issues with the vehicle's air conditioning system and providing them with an opportunity to cure of which Respondent availed themselves. The vehicle was inspected and a final repair attempt performed on the vehicle on November 19, 2018, by Respondent's representative who was unable to duplicate the concern regarding the vehicle's air conditioner.

Finally, the evidence indicates that Complainant's vehicle has a defect or nonconformity which substantially impairs its use and market value. Although Respondent has indicated that the vehicle was repaired and operating normally, Complainant testified that the vehicle's air conditioner failed to work in February of 2019. This occurred after Respondent's final repair attempt and approximately one (1) month prior to the hearing date. It is apparent given the evidence that the vehicle has not been repaired. The failure of the vehicle's air conditioner to work properly makes the vehicle less desirable to drive than comparable vehicles, particularly in the Texas heat. In addition, it would be reasonable to assume that the vehicle's market value would suffer due to the air conditioner not working properly.

Although Respondent has been provided several opportunities to repair the vehicle and to ensure that the air conditioner operates properly, they have not been able to do so. As such, Complainant has met her 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.

III. FINDINGS OF FACT

1. Andrea Rodgers (Complainant) purchased a new 2017 Chevrolet Trax on April 7, 2017, from AutoNation Chevrolet West (AutoNation), in Austin, Texas, with mileage of 3 at the time of delivery.
2. The manufacturer of the vehicle, General Motors LLC (Respondent), issued a new vehicle bumper-to-bumper limited warranty which provides coverage for the vehicle for three (3) years or 36,000 miles from the date of delivery to the owner, whichever occurs first.
3. The vehicle's mileage on the date of hearing was 25,750.
4. At the time of hearing the vehicle's bumper-to-bumper limited warranty was still in effect.
5. Complainant filed a Lemon Law complaint because the vehicle's air conditioner intermittently fails to work properly and because she intermittently hears a loud squeaking noise from under the vehicle when she's driving it.
6. Complainant took her vehicle to Respondent's authorized dealers in order to address her concerns with the vehicle's air conditioning system on the following dates:
 - a. November 2, 2017, at 12,511 miles;
 - b. December 1, 2017, at 13,400 miles;
 - c. January 3, 2018, at 14,202 miles; and
 - d. June 19, 2018, at 18,467 miles.
7. On November 2, 2017, AutoNation's service technician replaced the vehicle's temperature control cable in order to resolve the air conditioner concern.
8. On December 1, 2017, AutoNation's service technician tightened an unknown switch in order to resolve Complainant's concern regarding the vehicle's air conditioner.

9. On January 3, 2018, AutoNation's service technician replaced the vehicle's temperature control cable in order to resolve the air conditioner concern.
10. On June 19, 2018, Complainant took the vehicle to Don Hewlett Chevrolet (Hewlett) in Austin, Texas due to her concerns regarding the vehicle's air conditioner and an intermittent squeaking noise that she heard from under the vehicle when she was driving it.
11. Hewlett's service technician replaced the vehicle's air conditioner condenser because it was leaking; in addition, the technician replaced the vehicle's left front strut mount in order to address the concern regarding the squeaking noise.
12. Complainant leased a vehicle in August and September of 2018, because she was required to drive visitors at her work location from one campus to another and she felt that she could not rely on the vehicle's air conditioning system to work properly while she was driving them around during the middle of summer.
13. Complainant accrued incidental expenses as described in Findings of Fact #12 as follows:

a.	Rental vehicle for August 2018:	\$935.00
b.	Rental vehicle for September 2018:	<u>\$911.12</u>
	Total	\$1846.12
14. On August 2, 2018, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
15. Complainant provided written notice of the defect to Respondent on August 20, 2018.
16. On September 10, 2018, Complainant took the vehicle to Hewlett for repair for the air conditioning and noise concerns. Hewlett's service technician replaced the vehicle's air conditioner compressor to resolve the air conditioning issue and replaced the vehicle's left front strut and strut mount to resolve the noise issue.
17. The squeaking noise issue was repaired during the September 10, 2018 repair visit and Complainant no longer hears an abnormal noise from under the vehicle when she's driving it.
18. Respondent performed a final inspection of the vehicle on November 19, 2018, at Enterprise Chevrolet (Enterprise) in Enterprise, Alabama.

19. Respondent's field service engineer, Shaun Philp, was unable to recreate the air conditioning concern during the final inspection described in Findings of Fact #18.
20. On November 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.
21. The hearing in this case convened on March 22, 2019, in Austin, Texas before Hearings Examiner Edward Sandoval and the hearing record was closed that same day. Andrea Rodgers, Complainant, represented herself telephonically at the hearing. Also testifying for Complainant was her father, Gregory Rodgers. Respondent was represented by Clifton Green, Business Resource Manager. Also participating in the hearing telephonically for Respondent was Shaun Philp, Field Service Engineer.

IV. CONCLUSIONS OF LAW

1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-.613 (Lemon Law).
2. A hearings examiner of the Department's Office of Administrative Hearings has jurisdiction over all matters related to conducting a hearing in this proceeding, including the preparation of a decision with findings of fact and conclusions of law, and the issuance of a final order. Tex. Occ. Code § 2301.704.
3. Complainant timely filed a complaint with the Department. Tex. Occ. Code § 2301.204; 43 Tex. Admin. Code § 215.202.
4. The parties received proper notice of the hearing. Tex. Gov't Code §§ 2001.051, 2001.052; 43 Tex. Admin. Code § 215.206(2).
5. Complainant bears the burden of proof in this matter.
6. Complainant's vehicle has an existing 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, Complainant is entitled to relief under Texas Occupations Code § 2301.604(a).
9. Based on the above Findings of Fact and Conclusions of Law, Respondent is required to repurchase Complainant's 2017 Chevrolet Trax. Tex. Occ. Code § 2301.604(a)(1).
10. Complainant is entitled to reimbursement of incidental expenses as outlined in Findings of Fact #13. 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 **\$19,071.51**. In addition, Complainant is entitled to reimbursement of the lemon law filing fee in the amount of **\$35.00** plus reimbursement for the rental of a vehicle for two (2) months while the air conditioner was not working properly totaling **\$1846.12**. The total refund of **\$20,952.63** 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	\$22,687.86
Delivery mileage	3
Mileage at first report of defective condition	12,511
Mileage on hearing date	25,750
Useful life determination	120,000

Purchase price, including tax, title, license and registration	\$22,687.86			
Mileage at first report of defective condition	12,511			
Less mileage at delivery	<u>-3</u>			
Unimpaired miles	12,508			
Mileage on hearing date	25,750			
Less mileage at first report of defective condition	<u>-12,511</u>			
Impaired miles	13,239			
Reasonable Allowance for Use Calculations:				
Unimpaired miles				
	<u>12,508</u>			
	120,000	X	\$22,687.86	= \$2,364.83
Impaired miles				
	<u>13,239</u>			
	120,000	X	\$22,687.86	X .5 = <u>\$1,251.52</u>
Total reasonable allowance for use deduction:				\$3,616.35
Purchase price, including tax, title, license and registration	\$22,687.86			
Less reasonable allowance for use deduction	-\$3,616.35			
Plus filing fee refund	<u>\$35.00</u>			
TOTAL REPURCHASE AMOUNT	\$19,106.51			

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;²⁶
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 April 11, 2019



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

²⁶ 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.