

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 18-0189553 CAF**

DAVID T. BARNETT,
Complainant

v.

FORD MOTOR COMPANY,
Respondent

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BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS

DECISION AND ORDER

David T. Barnett (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his 2017 Ford F-250 Lariat pickup. Complainant asserts that the vehicle's windows will not go up or down. In addition, the vehicle's clock and temperature displays, side mirrors, dashboard lights, back up camera, navigation system, radio, and door locks intermittently malfunction. Ford Motor Company (Respondent) argued that Complainant has not met the repurchase requirements set forth in the Occupations Code and that no relief is warranted. The hearings examiner concludes that although the vehicle does have a currently existing warrantable defect, Complainant is not eligible for repurchase or replacement relief since he did not meet the presumption that Respondent was provided a reasonable number of repair attempts to conform the vehicle to its warranty which is required for such relief under the Texas Lemon Law. The hearings examiner will order that Respondent repair the vehicle so that it conforms to their warranty.

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 closed on February 5, 2019, in Brownwood, Texas before Hearings Examiner Edward Sandoval. Complainant was represented by Sara Lemoine Knox, attorney, at the hearing. In addition, David T. Barnett, Complainant; Ralph Browning, co-worker; Mike Barker, friend; and Jack Knox, partner, testified for Complainant. Respondent was represented by Carrie Boehm, Consumer Affairs Legal Analyst. Sayyed Asad Bashir, Automotive Technical Consultant, testified for Respondent.

II. DISCUSSION

A. Applicable Law

The Texas Lemon Law provides that a manufacturer of a motor vehicle must repurchase or replace a vehicle complained of under the Texas Occupations Code with a comparable vehicle if

five conditions are met. First, the manufacturer has not conformed the vehicle to an applicable express warranty because the manufacturer cannot repair or correct a defect or condition in the vehicle. Second, the defect or condition in the vehicle creates a serious safety hazard or substantially impairs the use or market value of the vehicle. Third, the manufacturer has been given a reasonable number of attempts to repair or correct the defect or condition.¹ Fourth, the owner must have mailed written notice of the alleged defect or nonconformity to the manufacturer.² Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.³

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 repair 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.⁴

B. Complainant's Evidence and Arguments

1. John Beisert's Testimony

Complainant purchased a new 2017 Ford F-250 Lariat pickup from Bledsoe Ford (Bledsoe), in Coleman, Texas on November 28, 2017, with mileage of 20 at the time of delivery.⁵ Respondent provided a bumper-to-bumper limited warranty for the vehicle which provides coverage for the vehicle for three (3) years or 36,000 miles, whichever comes first.⁶ In addition, Respondent provided a powertrain warranty for the vehicle providing coverage for five (5) years or 60,000 miles.⁷ On the date of hearing the vehicle's mileage was 30,235. At the time of hearing, Respondent's warranties were still in effect.

¹ Tex. Occ. Code § 2301.604(a)(1) and (2).

² Tex. Occ. Code § 2301.606(c)(1).

³ Tex. Occ. Code § 2301.606(c)(2).

⁴ 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.

⁵ Complainant Ex. 2, Motor Vehicle Retail Installment Sales Contract dated November 28, 2017.

⁶ Complainant Ex. 5, 2017 Model Year Ford Warranty Guide, p. 9.

⁷ *Id.*

1. David T. Barnett's Testimony

Complainant testified that he is the primary driver of the vehicle. At the time of purchasing the vehicle Complainant noticed that the driver's side window would not roll up or down. Complainant was assured by Bledsoe's salesperson that there was probably just a problem with the switch and that the issue would be easily resolved. Complainant accepted the vehicle from the dealer with the knowledge that the window would not operate correctly.

Complainant took the vehicle to Bledsoe on December 12, 2017, in order to have the window repaired. The vehicle was in Bledsoe's possession until December 14, 2017. Complainant received a loaner vehicle while his vehicle was being repaired. Complainant was informed by the dealer's head mechanic, Brian Reeves, that the technician could not figure out what was wrong with the window and that the technician could not repair it. Complainant did not receive an invoice or repair order for the repair at the time.

Complainant again took the vehicle to Bledsoe on January 8, 2018, in order to have the window repaired. The vehicle was in Bledsoe's possession until January 11, 2018. Complainant received a loaner vehicle while his vehicle was being repaired. Complainant was again informed that the technician could not figure out what was wrong with the window. No repair was performed at the time. Complainant again did not receive an invoice or repair order for the repair.

As the driver's side window still would not operate correctly, Complainant took the vehicle to Bledsoe for repair on February 2, 2108. At this time, Bledsoe's technician replaced the door's regulator in an attempt to resolve the issue.⁸ The vehicle's mileage on this occasion was 6,238.⁹ The vehicle was in the dealer's possession until February 5, 2018.

Complainant testified that the driver's side window would still did not function properly. He took the vehicle back to Bledsoe for repair on March 19, 2018. The vehicle was in Bledsoe's possession until March 22, 2018. Complainant did not receive a loaner vehicle while his vehicle was being repaired. Complainant does not know what work was performed on the vehicle at the time. Complainant was not provided with an invoice or service order by the dealer.

Complainant stated that since the driver's side window would still not roll up or down and the problem had not been resolved, he took the vehicle to Bledsoe for repair for the issue on April 2, 2018. The vehicle was in Bledsoe's possession until April 6, 2018. Complainant did not receive a

⁸ Complainant Ex. 3, Repair Order dated February 2, 2018.

⁹ *Id.*

loaner vehicle while his vehicle was being repaired. Complainant stated that he was informed by the dealer representative that every part in the door had been replaced in order to resolve the issue. Complainant was not provided with an invoice or service order by the dealer.

Complainant testified that the window still would not roll up or down. He stated that he took the vehicle to Bledsoe for repair on June 18, 2018 and that it was in the dealer's possession until June 21, 2018.¹⁰ Complainant stated that he was informed by the dealer representative that the driver's side door's wiring harness was replaced. The vehicle's mileage when it was taken to the dealership on this occasion was 18,550.¹¹ Complainant did not receive a loaner vehicle while his vehicle was being repaired. Complainant stated that this repair resolved the issue of the driver's side window not functioning properly. He has not had any problem with the window since this repair.

Complainant stated that he began having other problems with the vehicle after June 21, 2018. He stated that the side mirrors won't always retract like they're supposed to. The time and outside temperature displays will sometimes change on their own if he drives over a bump. The backup camera doesn't always work properly. The radio will intermittently shut off and sometimes the volume and preset satellite radio station controls won't work. In addition, the speedometer and tachometer dashboard lights will go dim for no reason. Complainant stated that he voiced his concerns regarding these issues to Respondent's representative on Respondent's consumer help line in July of 2018. Following Respondent's consumer representative's advice, Complainant took the vehicle to Bledsoe to repair these issues on July 24, 2018. He picked up the vehicle on August 2, 2018. Bledsoe's representative informed Complainant that in order to repair the issues raised by Complainant, a module was replaced. Complainant was not provided with an invoice or service order by the dealer for this repair visit.

Complainant filed a Lemon Law complainant with the Texas Department of Motor Vehicles (TxDMV) on August 3, 2018.¹²

Complainant testified that he spoke to the consumer representative on August 17, 2018, and informed her that he thought the vehicle was repaired. However, soon thereafter, the vehicle's doors locked themselves with the vehicle running. In addition, while driving over a cattle guard,

¹⁰ Complainant Ex. 4, Repair Order dated June 21, 2018. Complainant testified that he took the vehicle for repair on June 18, 2018. However, the repair order indicates that the vehicle was submitted to the dealer for repair on June 21, 2018, at 13:21.

¹¹ *Id.*

¹² Complainant Ex. 1, Lemon Law complaint dated August 3, 2018. Although the complaint is signed on July 30, 2018, the effective date of the complaint is the date that it was received by the Texas Department of Motor Vehicles which was August 3, 2018.

the vehicle's display showing the time and temperature changed several times. Then, on August 20, 2018, while driving to Oklahoma, the vehicle's navigation screen began displaying the driving directions in Spanish and then would revert to English. This occurred several times during his trip.

Complainant testified Respondent requested an opportunity to inspect the vehicle. The inspection occurred at Bledsoe on September 4, 2018. Complainant got the vehicle back while the dealer's technician waited for some ordered parts to arrive for the repair to the vehicle. On September 12, 2018, Bledsoe's technician installed the ordered parts. The vehicle's mileage at the time of the inspection was 25,820.¹³

Complainant stated that he was driving the vehicle over a cattle guard on September 13, 2018, and the vehicle's time and temperature display changed. He stated that the repair did not resolve any of the issues that he was experiencing with the vehicle. Complainant stated that he has only driven the vehicle twice since October 11, 2018. Complainant stopped driving the vehicle on October 11, 2018, because of an issue with the vehicle's headlights flickering. Complainant feels that the vehicle is too dangerous to drive because of the headlight issue. He is still experiencing a problem with the navigation system whenever he uses it. Complainant stated that he ended up buying a new pickup truck, since he did not have any confidence in the subject vehicle. He feels that the vehicle's value has been affected by the issues that he's experienced in the vehicle. Complainant denied ever performing a software download for the vehicle.

2. Ralph Browning's Testimony

Ralph Browning, co-worker, testified for Complainant. Mr. Browning stated that he was aware of the problems that Complainant was experiencing with the vehicle's driver's side window not operating correctly. Mr. Browning observed Complainant driving his wife's vehicle or loaner vehicles on several occasions.

Mr. Browning recalled one occasion in either June or July of 2018, where Complainant left the vehicle's key in the ignition, with the vehicle running, and the vehicle's doors locked on their own. They were unable to open the door to turn off the vehicle for several minutes. Mr. Browning also stated that the vehicle's satellite radio would not work properly and that it sometimes changed stations on its own.

¹³ Respondent Ex. 1, FSE Vehicle Inspection Report dated September 4, 2018.

3. Jack Knox's Testimony

Jack Knox, business partner, testified for Complainant. Mr. Knox stated that he was a passenger on the trip to Oklahoma on August 20, 2018. Mr. Knox observed the vehicle's navigation system switching languages from English to Spanish and back while they were on the trip. Mr. Knox also stated that the navigation system was providing incorrect directions to Complainant while on the trip.

4. Mike Barker's Testimony

Mike Barker, friend, testified for Complainant. Mr. Barker testified about an incident that occurred on October 11, 2018. On that date, Mr. Barker was driving his vehicle to a work site and Complainant was following in the subject vehicle. It was late afternoon or early evening and Complainant had the vehicle's headlights on. Mr. Barker saw in his rear view mirror that the headlights on Complainant's vehicle were flickering and mentioned the matter to Complainant who was unaware of the issue.

C. Respondent's Evidence and Arguments

Sayed Asad Bashir, Automotive Technical Consultant, testified for Respondent. Mr. Bashir has worked in the automotive industry for 19 years. He worked as an independent automotive technician from 1999 until 2007. In 2007, Mr. Bashir was hired by Respondent and in 2009, he was transferred to his current position. Mr. Bashir is an Automotive Service Excellence (ASE) Certified Master Technician. Mr. Bashir is currently working on obtaining a second master technician certification through Respondent's training process.

Mr. Bashir stated that the issue with the vehicle's driver's side window not operating properly was resolved during the June 21, 2018, repair visit. Bledsoe's technician discovered a screw going through the door's wiring harness which was affecting the window controls.¹⁴ The technician replaced the wiring harness in order to effect the repair.

Mr. Bashir testified that Respondent's records indicate that an over the air update to the vehicle's SYNC system was performed on July 25, 2018. This was supposed to update all of the functions controlled by the SYNC system.

¹⁴ Respondent Ex. 3, Standard Claims List dated August 14, 2018, p. 1. This exhibit consists of two pages, the first page was printed on August 14, 2018 and contains two items (repairs performed on February 2, 2018 and June 21, 2018). The second page was printed on February 4, 2019 and contains four items (the two above cited repairs, plus two entries for September 7, 2018).

Mr. Bashir stated that Respondent's field service engineer (FSE), Daniel Reynolds, performed an inspection on the vehicle at Bledsoe on September 4, 2018. Mr. Reynolds was unable to duplicate any of Complainant's concerns during the inspection.¹⁵ However, Mr. Reynolds recommended that the vehicle's Accessory Protocol Interface Module (APIM) be replaced since this controls the vehicle's navigation system, clock display, and voice prompts.¹⁶ In addition, Mr. Reynolds requested that the APIM be provided with the latest software version.¹⁷ Mr. Reynolds did not recommend any other repairs for the vehicle at the time.

Mr. Bashir testified that it appears that the repair recommended by Mr. Reynolds was not performed. Rather than replacing the vehicle's APIM, it appears that Bledsoe's technician replaced the vehicle's Front Display Interface Control Module (FDICM).¹⁸ The FDICM is the vehicle's touch screen display.

Mr. Bashir also stated that the vehicle's door wiring harness which was replaced on June 21, 2018, is distinct from the APIM. In addition, the controls for the vehicle's headlights are distinct from both the door wiring harness and the APIM. Mr. Bashir also stated that the dealer may have enabled the automatic update of the SYNC system which occurred on July 25, 2018.

D. Analysis

Under Texas' 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. Driver's Side Window Issue

The evidence indicates that the vehicle's driver's side door window did not work properly and would not go up or down. Complainant provided the vehicle to Respondent's authorized dealer

¹⁵ Respondent Ex. 1, FSE Vehicle Inspection Report dated September 4, 2018.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ Respondent Ex. 3, Standard Claims List dated August 14, 2018, p. 2.

for repair for the issue on the following dates: December 12, 2017; January 8, 2018; February 2, 2018; March 9, 2018; April 2, 2018; and June 21, 2018. The testimony is clear that the issue was finally resolved on June 21, 2018, when the door's wiring harness was replaced. Since the issue was repaired prior to the filing of the Lemon Law complaint, it no longer provides a basis to order repurchase or replacement of the subject vehicle.

2. Other Issues

Complainant raised several other issues with the vehicle which did not come to Respondent's attention until after June 21, 2018. There were issues with the vehicle's temperature and clock display intermittently changing when the vehicle drove over a bump in the road. The vehicle's side mirrors would not retract on occasion as they are designed to do. The vehicle's dashboard lights for the speedometer and tachometer would dim intermittently. The backup camera would not work correctly. The navigation system would intermittently give incorrect directions and, on one occasion, changed languages from English to Spanish and back. The doors intermittently locked on their own without Complainant attempting to lock the vehicle. Finally, the vehicle's satellite radio would intermittently lock up and not allow Complainant to change the station or volume.

Complainant presented the vehicle to Respondent's authorized dealer due to his concerns with the issues regarding the time and temperature displays, the side mirrors, backup camera, the satellite radio, and the dashboard lights on August 2, 2018. The issue with the vehicle's navigation system was not raised until Respondent's final inspection of the vehicle on September 4, 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) goes on to specify that a rebuttable presumption that the manufacturer has made a reasonable number of attempts to repair a vehicle if "four or more repair attempts were made in the 24 months or 24,000 miles, whichever occurs first, following the date of original delivery to the owner." Complainant has not met the requirements of this test for the issues described above, as only two repair attempts have been performed for those issues and, in the case of the navigation system issue, only one repair attempt was performed on September 7, 2018. As such, Complainant was unable to establish that a reasonable number of attempts to repair the vehicle were made by Respondent. Since Respondent was not provided an adequate opportunity to repair the vehicle, the hearings examiner cannot award repurchase or replacement relief for these issues. In addition, there was no evidence presented at the hearing that would establish that these problems were a consequence of the driver's side door's wiring harness being replaced, as the testimony established that the door wiring harness is distinct from the dashboard's wiring harness and the vehicle's headlights.

Respondent's express warranty applicable to Complainant's vehicle provides bumper-to-bumper coverage for three (3) years or 36,000 miles whichever comes first. In addition, the powertrain warranty provides coverage for five (5) years or 60,000 miles. On the date of hearing, the vehicle's mileage was 30,235 and the warranties are still in effect. In addition, the first hand testimony presented by Complainant indicates that the vehicle is still not working as designed. As such, Respondent is hereby ordered to perform any necessary repairs to conform Complainant's vehicle to the applicable warranties.

Complainant's request for repurchase or replacement relief is denied. Respondent will be ordered to repair the vehicle so that it conforms to its warranties.

III. FINDINGS OF FACT

1. David T. Barnett (Complainant) purchased a new 2017 Ford F-250 Lariat pickup on November 28, 2017, from Bledsoe Ford (Bledsoe), in Coleman, Texas, with mileage of 20 at the time of delivery.
2. The manufacturer of the vehicle, Ford Motor Company (Respondent), issued a bumper to bumper warranty which provides coverage for the vehicle for three (3) years or 36,000 miles, whichever occurs first and a separate 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 30, 235.
4. At the time of hearing the vehicle's warranties were still in effect.
5. Complainant feels that the vehicle's windows will not go up or down. In addition, the vehicle's clock, time and temperature display, side mirrors, dashboard lights, backup camera, navigation system, radio, and door locks intermittently malfunction.
6. Complainant took the vehicle to Respondent's authorized dealers in order to address his concerns with the vehicle, on the following dates:
 - a. December 12, 2017, at unknown miles;
 - b. January 8, 2018, at unknown miles;
 - c. February 2, 2018, at 6,238 miles;
 - d. March 19, 2018, at unknown miles;
 - e. April 2, 2018, at unknown miles;

- f. June 21, 2018, at 18,550 miles; and
 - g. July 24, 2018, at unknown miles.
7. On December 12, 2017 and January 8, 2018, Bledsoe's service technician attempted to determine why the vehicle's driver's side window would not roll up or down, but was unable to diagnose the problem.
 8. On February 2, 2018, Bledsoe's service technician replaced the driver's side door regulator in an attempt to resolve the issue with the window not rolling up or down.
 9. On March 19, 2018 and April 2, 2018, Bledsoe's service technician again attempted to determine why the vehicle's driver's side window would not roll up or down, but was unable to diagnose the problem.
 10. On June 21, 2018, the driver's side door's wiring harness was replaced in order to address the problem with the driver's side door window not operating properly.
 11. Complainant has not had any issues with the driver's side door's window raising or lowering since the June 21, 2018 repair.
 12. After June 21, 2018, Complainant began experiencing issues with the vehicle's side mirrors not always retracting as designed; the time and outside temperature displays sometimes changing on their own if he drove over a bump; the backup camera not always working properly; the radio intermittently shutting off and the volume and preset satellite radio station controls not working; and the speedometer and tachometer dashboard lights going dim for no reason.
 13. On July 24, 2018, Bledsoe's service technician replaced a module in the vehicle in order to address the concerns outlined in Finding of Fact #13.
 14. On August 3, 2018, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
 15. On August 20, 2018, the vehicle's navigation system gave wrong directions to a location in Oklahoma and began switching languages from English to Spanish and back.
 16. On September 4, 2018, Respondent's field service engineer (FSE) performed a final inspection of the vehicle. The engineer was unable to duplicate Complainant's concerns. However, Mr. Reynolds recommended that the vehicle's Accessory Protocol Interface

Module (APIM) be replaced since this controls the vehicle's navigation system, clock display, and voice prompts.

17. The vehicle's APIM was not replaced by Bledsoe's technician as recommended by the FSE. Instead, the vehicle's Front Display Interface Control Module (FDICM) (the touch screen display) was replaced.
18. On October 16, 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.
19. The hearing in this case convened and the record closed on February 5, 2019, in Brownwood, Texas before Hearings Examiner Edward Sandoval. Complainant was represented by Sara Lemoine Knox, attorney, at the hearing. In addition, David T. Barnett, Complainant; Ralph Browning, co-worker; Mike Barker, friend; and Jack Knox, partner, testified for Complainant. Respondent was represented by Carrie Boehm, Consumer Affairs Legal Analyst. Sayyed Asad Bashir, Automotive Technical Consultant, testified for Respondent.

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 proved by a preponderance of the evidence that the vehicle has a verifiable defect or condition that presents a serious safety hazard or substantially impairs the use or market value of the vehicle. Tex. Occ. Code § 2301.604.
7. Complainant did not meet the presumption that a reasonable number of repair attempts were undertaken by Respondent prior to the filing of the Lemon Law complaint. Tex. Occ. Code § 2301.605(a)(1).
8. Respondent remains responsible to address and repair or correct any defects that are covered by Respondent's warranties. Tex. Occ. Code § 2301.204.
9. Complainant's vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that Complainants' petition for repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 is hereby **DISMISSED**. It is **FURTHER ORDERED** that Respondent shall make any repairs needed to conform the vehicle to the applicable warranty. Complainant shall deliver the subject vehicle to Respondent within 20 days after the date this Order becomes final under Texas Government Code § 2001.144.¹⁹ Within 40 days after receiving the vehicle from Complainant, Respondent shall complete repair of the subject vehicle. However, if the Department determines Complainant's refusal or inability to deliver the vehicle caused the failure to complete the required repair as prescribed, the Department may consider Complainant to have rejected the granted relief and deem this proceeding concluded and the complaint file closed under 43 Texas Administrative Code § 215.210(2).

SIGNED February 28, 2019



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

¹⁹ (1) This Order becomes final if a party does not file a motion for rehearing within 20 days after receiving a copy of this Order, or (2) if a party files a motion for rehearing within 20 days after receiving a copy of this Order, this Order becomes final when: (A) the Department renders an order overruling the motion for rehearing, or (B) the Department has not acted on the motion within 45 days after the party receives a copy of this Order.