

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 19-0002555 CAF**

**ERIC and TESSY ATCHESON,
Complainants**

v.

**AMERICAN HONDA MOTOR CO.,
INC.,
Respondent**

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BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Eric and Tessy Atcheson (Complainants) filed a petition seeking relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in their new 2018 Honda Accord. Complainants assert that the vehicle is defective because the vehicle's parking brake does not work and because a warning message appears that indicates the parking brake is not available. American Honda Motor Co., Inc. (Respondent) argued that the warning light is illuminating due to Complainants' actions and that the vehicle warranty excludes coverage for damage to the vehicle caused by an outside influence and, as such, Complainants are not entitled to repurchase or replacement relief. The hearings examiner concludes that the vehicle does have an existing warrantable defect and Complainants are 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 hearing record closed on May 16, 2019, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainants, Eric and Tessy Atcheson, were represented by Adam Mott, attorney with the Law Office of Jason S. Hegedus, PLLC, in the hearing. Mr. Atcheson appeared and offered testimony. Steven Van Winkle, technical witness, was present and testified for Complainants. Respondent, American Honda Motor Co., Inc., was represented in the hearing by Abigail Mathews, attorney with FrancisMathews, PLLC. Deborah Yoder, District Parts and Service Manager, testified for Respondent.

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, 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 by the manufacturer, converter, or distributor, or an authorized agent or franchised dealer of a manufacturer, converter, or distributor 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 occurs first, following the date of original delivery of the motor vehicle to the owner.⁵

If a vehicle is found to have a nonconformity that creates a serious safety hazard which continues to exist, the rebuttable presumption that a reasonable number of repair attempts have been performed can be established if the vehicle has 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.⁶

“Serious safety hazard” means a life-threatening malfunction or nonconformity that substantially impedes a person’s ability to control or operate a vehicle for ordinary use or intended purposes, or creates a substantial risk of fire or explosion.⁷

B. Complainants’ Evidence and Arguments

Complainants purchased a new 2018 Honda Accord (the vehicle) from Russell and Smith Honda (Russell) in Houston, Texas.⁸ The vehicle had mileage of 6 at the time of purchase on December 19, 2017.⁹ Respondent provided a bumper-to-bumper warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever comes first.¹⁰ At the time of hearing, the vehicle’s mileage was 22,402. Respondent’s warranty for the vehicle was still in effect on the hearing date.

² *Id.*

³ Tex. Occ. Code § 2301.606(c)(1).

⁴ Tex. Occ. Code § 2301.606(c)(2).

⁵ Tex. Occ. Code § 2301.605(a)(1)(A) and (B). Texas Occupations Code § 2301.605(a) (3) provides a third method 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. This section requires that the vehicle be out of service for repair for a total of 30 or more days in the 24 months or 24,000 miles, whichever occurs first, following the date of original delivery to the owner.

⁶ Tex. Occ. Code § 2301.605(a)(2)(A) and (B).

⁷ Tex. Occ. Code § 2301.601(4).

⁸ Complainant Ex. 1, Motor Vehicle Retail Sale Installment Contract (p. 1) and Agreement to Purchase, undated.

⁹ Complainant Ex. 2, Odometer Disclosure Statement dated December 19, 2017.

¹⁰ Complainant Ex. 9, Honda Warranty Manual, p. 9.

1. Eric Atcheson's Testimony

Eric Atcheson, co-Complainant, testified at the hearing. He's the primary driver of the vehicle. He stated that in January of 2018, soon after purchasing the vehicle, he accidentally spilled the liquid from a vape onto the vehicle's console and onto the electric parking brake (EPB) switch. Mr. Atcheson stated he immediately cleaned up the spill and nothing untoward appeared to occur at the time.

A few months later, Mr. Atcheson observed a warning message appear on the vehicle's display screen that indicated there was an electric parking brake problem, the parking brake was not available, and to take the vehicle to a dealer. Mr. Atcheson took the vehicle to Russell for repair for the issue on May 15, 2018. Russell's service technician discovered a stored diagnostic trouble code (DTC) for an electric parking brake switch circuit malfunction stored on the vehicle's computers.¹¹ The technician also found some "debris" on the "buttons".¹² (There was no indication what the debris consisted of, although Mr. Atcheson said he was told that it was dust or dirt.) The technician determined that the switch was working properly and cleaned the debris off the switch.¹³ The vehicle's mileage at the time was 7,519.¹⁴ The vehicle was in Russell's possession for one (1) day. Complainants did not receive a loaner vehicle at the time.

Mr. Atcheson testified that the warning message was not displaying when he got the vehicle back from Russell. However, within a week the warning message displayed again. Mr. Atcheson took the vehicle back to Russell for repair for the issue on May 23, 2018. Russell's technician discovered the same DTC stored on the vehicle's computers as on May 15.¹⁵ In addition, the technician discovered a purple liquid on the EPB switch.¹⁶ The technician cleaned the liquid and replaced the switch to resolve the issue.¹⁷ The vehicle's mileage on this occasion was 7,880.¹⁸ The vehicle was in Russell's possession for six (6) days on this occasion. Complainants were provided with a loaner vehicle during this visit.

Mr. Atcheson testified that he picked up the vehicle on May 29, 2018, and the warning message displayed again when he turned on the vehicle to drive home. As a result, he left the vehicle with Russell for further repair. Russell's technician again discovered the same DTC stored on the

¹¹ Complainant Ex. 4, Repair Order dated May 15, 2018.

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

¹⁵ Complainant Ex. 5, Repair Order dated May 23, 2018.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

vehicle's computers.¹⁹ The technician replaced the EPB switch during the repair.²⁰ The vehicle's mileage on this occasion was 8,419.²¹ The vehicle was in Russell's possession for five (5) days during which Complainants received a loaner vehicle. Complainants received the vehicle back for a few days when the warning message appeared again. Mr. Atcheson testified that he took the vehicle back to Russell for repair again on June 15, 2018. During this repair Russell's technician replaced the vehicle's vehicle stability assist (VSA) modulator.²² The vehicle was in Russell's possession until June 26, 2018. Mr. Atcheson testified that when he received the vehicle back that there were 21 warning messages illuminating when he picked up the vehicle. He stated that Russell's technicians told him to continue driving the vehicle until it accumulated enough data. All twenty-one warning messages continued to display while he was driving the vehicle.

Complainants' attorney mailed a notice to Respondent on June 25, 2018, advising them that Complainants were dissatisfied with the vehicle.²³

Mr. Atcheson took the vehicle to Russell for repair for the warning messages displaying on August 25, 2018. Russell's technician replaced the vehicle's switch assembly and wiring harness in order to resolve the issue.²⁴ The vehicle's mileage at the time was 11,571.²⁵ The vehicle was in Russell's possession until September 3, 2018, on this occasion. Complainants did not receive a loaner vehicle during this repair visit. Mr. Atcheson stated that the warning messages were not displaying when he picked up the vehicle. However, the warning message regarding the EPB reappeared three (3) days after he picked the vehicle up from Russell. Mr. Atcheson stated that he contacted the dealer and was told by his service advisor that they could replace the EPB switch again, but that it was on back order and that Mr. Atcheson should wait a couple of weeks. However, after repeated contacts with the service advisor who continued to advise Mr. Atcheson that the part was not available, he stopped calling the dealer.

Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on October 26, 2018.²⁶ Respondent did not request an opportunity for a final repair attempt on the vehicle.

Mr. Atcheson testified that the warning message still displays whenever he starts the vehicle. In addition, the vehicle's parking brake doesn't work. Mr. Atcheson stated that he tried the parking brake the morning of the hearing and it did not activate. During the vehicle inspection at the time

¹⁹ Complainant Ex. 6, Repair Order dated May 29, 2018. Complainant testified that this repair order was actually for two (2) repair visits, as the dealer kept the repair ticket open. It covers the period from May 29, 2018 through June 4, 2018 and the period from June 15, 2018 through June 26, 2018.

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

²³ Complainant Ex. 8, Letter to American Honda Motor Co., Inc. dated June 25, 2018.

²⁴ Complainant Ex. 7, Repair Order dated August 25, 2018.

²⁵ *Id.*

²⁶ Complainant Ex. 3, Lemon Law Complaint dated October 26, 2018.

of hearing, the warning message about the EPB (and three other warning messages) displayed as soon as Mr. Atcheson started the vehicle.

2. Steven Van Winkle's Testimony

Steven Van Winkle, technical witness, testified for Complainants. Mr. Van Winkle has worked in the automotive industry since 1966. He has been an Automotive Service Excellence (ASE) Master Certified Technician since 1985. Mr. Van Winkle was a previous owner of an automobile repair service and has worked for several years (1996-2007) as a technician at an automobile dealership. For the last ten (10) years, Mr. Van Winkle has worked as an inspector for the AAA automobile arbitration program.

Mr. Van Winkle testified that he inspected Complainants' vehicle prior to the hearing and determined that there is an issue with the vehicle's parking brake. During Mr. Van Winkle's inspection of the vehicle, he observed that the warning message about there being an EPB problem displayed and that the parking brake did not actuate. Mr. Van Winkle feels that there may be an electrical issue with the vehicle which could be causing the problem with the parking brake.

During cross-examination, Mr. Van Winkle stated that he performed solely a physical inspection of the vehicle. He did not connect any diagnostic tools to the vehicle. Mr. Van Winkle also stated that he did not see any liquid on any of the vehicle's switches.

C. Respondent's Evidence and Arguments

Deborah Yoder, District Parts and Service Manager, testified for Respondent. Ms. Yoder has worked in the automotive industry for 23 years. She has worked for Ford Motor Company, Volkswagen, and Audi in the past. She's been working for Respondent for the past four (4) years. Ms. Yoder's job requires that she be a liaison between Respondent and its authorized dealers.

Ms. Yoder testified that she was hired to fill the position of District Parts and Service Manager for the Houston area on July 1, 2018. She became aware of the issue with Complainants' vehicle on August 25, 2018, when Complainants took the vehicle to Russell for repair for the issue of the warning message appearing on the vehicle's display indicating that the vehicle's parking brake was not working. One of Russell's service technicians contacted Respondent's tech line to ask for help in resolving the issue with the vehicle. A tech line representative then contacted Ms. Yoder about the issue with Complainants' vehicle. Ms. Yoder stated that she then looked into the issue and got copies of Russell's repair orders for repairs performed to Complainants' vehicle.

Ms. Yoder stated that Respondent's warranty does not cover damage caused by outside influences. She cited the warranty manual which stated that the warranty "do[es] not cover the failure of any

part or accessory due to abuse, misuse, accidental damage, or acts of nature.”²⁷ Ms. Yoder feels that the problems with the warning message and warning light displaying are due to Complainants’ neglect because Mr. Atcheson spilled a liquid on the vehicle’s console which Ms. Yoder feels damaged the EPB switch. Ms. Yoder said that debris does not ordinarily cause a switch to stick. She feels that the issue with the found debris, along with the discovery of liquid on the switch found during the May 23, 2018 repair indicate that Mr. Atcheson damaged the switch causing the warning message to display.

Ms. Yoder also testified that she thought that the vehicle was fully repaired on August 25, 2018. She was not aware that the warning message was still appearing on the display. She did not ask Complainants for an opportunity for a final repair on the vehicle. Ms. Yoder did not see or inspect the vehicle at any time prior to the hearing date.

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 a reasonable number of attempts have been undertaken to conform the vehicle to an applicable express warranty. Finally, Complainants are 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, Complainants are entitled to have the vehicle repurchased or replaced.

The first issue to address is whether Complainants’ vehicle has a defect or condition that substantially impairs its use or market value or which creates a serious safety hazard. The totality of the evidence presented at the hearing reveals that the vehicle’s EPB is not working properly. A warning message that there is an electric parking brake problem and that the parking brake is not available constantly appears on the vehicle’s display. Respondent argued that Mr. Atcheson caused damage to the vehicle’s EPB switch when he spilled the liquid from a vape onto the switch. They state that the liquid caused damage to the switch and may have corroded the wiring for the switch. However, Respondent did not provide evidence to establish that there was such corrosion in the wiring. In fact, Respondent replaced the entire wiring harness for the EPB switch on August 25, 2018, and the warning message (and three other) still displays on the vehicle and was displayed on the date of hearing. The hearing examiner must hold that Complainants have carried the burden of persuasion to establish the existence of a defect (the warning message displaying and the EPB not working) in the subject vehicle. The fact that the parking brake is not available, *i.e.*, not working, creates a serious safety hazard as it substantially impedes Complainants’ ability to control or operate the vehicle for its ordinary or intended purposes.

²⁷ Complainant Ex. 9, Honda Warranty Manual, p. 8.

Complainants also presented evidence to indicate that Respondent or its authorized representative was provided with a reasonable number of repair attempts to repair the defect or nonconformity with the vehicle. Complainants presented the vehicle for repair to Respondent's authorized representatives on four (4) occasions: May 15, 2018; May 23, 2018; May 29, 2018; and August 25, 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)(2) specifies that a rebuttable presumption that a reasonable number of attempts to repair a serious safety hazard is established if Respondent has had two (2) repair attempts prior to the vehicle having been driven 24,000 miles or within the first 24 months of ownership. The evidence presented at the hearing establishes that Complainants have met the requirements of this test since they took the vehicle for repair the requisite number of times within the specified time frame and the problem continued to exist. As such, Complainants have 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 Complainants also provided Respondent with written notice of the defect and a final opportunity to cure the defect. Complainants' attorney informed Respondent via letter dated June 25, 2018, of the issue with the vehicle's EPB warning message displaying and the parking brake not working and providing Respondent with an opportunity to cure of which they did not avail themselves.

Although Respondent has been provided adequate opportunity to repair the vehicle and to ensure that it operates properly, they have not been able to repair the vehicle so that it conforms to their written warranty. As such, Complainants have met their burden of proof to establish that the vehicle has a warrantable and existing defect or condition which creates a serious safety hazard.

Based on the evidence and the arguments presented, the hearings examiner finds that repurchase of the vehicle is the appropriate remedy in this case. Complainants' request for repurchase relief is hereby granted.

III. FINDINGS OF FACT

1. Eric and Tessa Atcheson (Complainants) purchased a new 2018 Honda Accord on December 19, 2017, from Russell and Smith Honda (Russell) in Houston, Texas with mileage of 6 at the time of delivery.
2. The manufacturer of the vehicle, American Honda Motor Co., Inc. (Respondent), issued a bumper-to-bumper warranty for the vehicle providing coverage for three (3) years or 36,000 miles, whichever comes first.
3. The vehicle's mileage on the date of the hearing was 22,402.

4. At the time of hearing the bumper-to-bumper warranty for the vehicle was still in effect.
5. A warning message appears on the vehicle's display screen which states that there is an electric parking brake (EPB) problem, the parking brake is not available, and to take the vehicle to the dealer.
6. Complainants' vehicle was serviced by Respondent's authorized dealer, Russell, on the following dates because of Complainants' concerns with the vehicle's EPB:
 - a. May 15, 2018, at 7,519 miles;
 - b. May 23, 2018, at 7,880 miles;
 - c. May 29, 2018, at 8,419 miles; and
 - d. August 25, 2018, at 11,571 miles.
7. On May 15, 2018, Russell's service technician discovered a stored diagnostic trouble code (DTC) on the vehicle's computers which indicated that the electric parking brake switch circuit had malfunctioned.
8. During the repair visit described in Findings of Fact #7, Russell's technician determined that the parking brake switch was working properly and did not perform a repair for the issue. However, the technician indicated that he found unknown "debris" on the "buttons" which he cleaned out.
9. On May 23, 2018, Russell's service technician discovered a stored DTC on the vehicle's computers and that the EPB switch had a purple liquid on it. The technician replaced the parking brake switch.
10. On May 29, 2018 and June 15, 2018, Russell's service technician found a stored DTC on the vehicle's computers and replaced the vehicle's EPB/brake hold and the vehicle stability assist (VSA) modulator.
11. On August 25, 2018, Russell's service technician replaced the vehicle's EPB switch and wiring harness in order to resolve Complainants' concerns with the vehicle.
12. On June 25, 2018, Complainants' attorney provided written notice to Respondent of Complainants' dissatisfaction with the vehicle.
13. On October 26, 2018, Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
14. Respondent did not ask for an opportunity to perform a final repair or inspection of the vehicle.

15. The warning message that the EPB was not working appeared on the vehicle's display on the date of hearing.
16. On the date of hearing, the parking brake would not activate.
17. The appropriate calculations for repurchase are:

Purchase price, including tax, title, license and registration	\$33,222.18
Delivery mileage	6
Mileage at first report of defective condition	7,519
Mileage on hearing date	22,402
Useful life determination	120,000

Purchase price, including tax, title, license and registration					\$33,222.18
Mileage at first report of defective condition			7,519		
Less mileage at delivery			<u>-6</u>		
Unimpaired miles			7,513		
Mileage on hearing date			22,402		
Less mileage at first report of defective condition			<u>-7,519</u>		
Impaired miles			14,883		
Reasonable Allowance for Use Calculations:					
Unimpaired miles					
			<u>7,513</u>		
	120,000	X		\$33,222.18	= \$2,079.99
Impaired miles					
			<u>14,883</u>		
	120,000	X		\$33,222.18	X .5 = <u>\$2,060.19</u>
Total reasonable allowance for use deduction:					\$4,140.18
Purchase price, including tax, title, license and registration					\$33,222.18
Less reasonable allowance for use deduction					-\$4,140.18
Plus filing fee refund					<u>\$35.00</u>
TOTAL REPURCHASE AMOUNT					\$29,117.00

18. On January 7, 2019, the Department's Office of Administrative Hearings issued a notice of hearing directed to Complainants 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 hearing record closed on May 16, 2019, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainants, Eric and Tessy Atcheson, were represented by Adam Mott, attorney with the Law Office of Jason S. Hegedus, PLLC, in the hearing. Mr. Atcheson appeared and offered testimony. Steven Van Winkle, technical witness, was present and testified for Complainants. Respondent, American Honda Motor Co., Inc., was represented in the hearing by Abigail Mathews, attorney with FrancisMathews, PLLC. Deborah Yoder, District Parts and Service Manager, 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. Complainants 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. Complainants bear the burden of proof in this matter.
6. Complainants' vehicle has an existing defect or condition that creates a serious safety hazard. Tex. Occ. Code § 2301.604(a).
7. After a reasonable number of attempts, Respondent has been unable to repair the nonconformity in Complainants' 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, Complainants are entitled to relief and repurchase of their 2018 Honda Accord under Texas Occupations Code § 2301.604(a).

IT IS THEREFORE ORDERED that:

1. Respondent shall accept the return of the vehicle from Complainants. Respondent shall have the right to have its representatives inspect the vehicle upon the return by Complainants. 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 the final order;
2. Respondent shall repurchase the subject vehicle in the amount of **\$29,117.00**. The refund shall be paid to Complainants 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 Complainants. At the time of the 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, Complainants are responsible for providing Respondent with clear title to the vehicle;
3. Within 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 vehicle prior to resale and issue a disclosure statement provided by or approved by the Department's Enforcement Division – Lemon Law Section;
5. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall affix the disclosure label to the reacquired vehicle in a conspicuous place, and upon the first retail sale of the vehicle, the disclosure statement shall be completed and returned to the Department's Enforcement Division – Lemon Law Section; and

6. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall provide the Department's Enforcement Division – Lemon Law Section, in writing, the name, address and telephone number of the transferee (wholesale purchaser or equivalent) of the vehicle within 60 calendar days of the transfer.

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 **GRANTED**. It is further **ORDERED** that Respondent, American Honda Motor Co., Inc., shall repair the warrantable defect in the reacquired vehicle identified in this Decision.

SIGNED July 3, 2019



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