

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 19-0003466 CAF**

**THELMA and JUAN REYNOSO,
Complainants**

v.

**NISSAN NORTH AMERICA, INC.,
Respondent**

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BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Thelma and Juan Reynoso (Complainants) seek relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in their 2015 Nissan Armada. Complainants assert that the vehicle is defective because the radio will turn off or not operate correctly and, at the same time, the heater or air conditioner won't work. Nissan North America, Inc. (Respondent) argued that the vehicle has been repaired, does not have any defects, and that no relief is warranted. The hearings examiner concludes that although the vehicle does have a currently existing warrantable defect, Complainants are entitled only to repair relief, as the defect does not substantially impair the use or market value of the vehicle and it does not create a serious safety hazard as defined in the Occupations Code.

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 July 11, 2019, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainant, Thelma Reynoso, represented Thelma and Juan Reynoso (Complainants) at the hearing. Respondent, Nissan North America, Inc., was represented by Allen Wendell, Dealer Technical Specialist. Toni Rideout, interpreter, provided Spanish interpretive services for Complainant. The hearing record was closed on July 25, 2019, after Complainant provided requested documents (emails) to the hearings examiner.

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 manufacturer has been given a reasonable number of attempts to repair or correct the defect or condition.³ Fourth, the owner must have mailed written notice of the alleged defect or nonconformity to the manufacturer.⁴ Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.⁵

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.⁶

B. Complainants Evidence and Arguments

Complainants purchased a new 2015 Nissan Armada from Tom Peacock Nissan (Peacock) in Houston, Texas on August 8, 2016, with mileage of 40 at the time of delivery.^{7,8} Respondent provided a New Vehicle Limited Warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever comes first. The vehicle's mileage on the date of hearing was 36,571. At this time, the vehicle's warranty has expired.

Ms. Reynoso is the primary driver of the vehicle. She testified that she has experienced issues with the vehicle's radio and air conditioning units since shortly after purchasing the vehicle. At first, the issue with the radio was that intermittently the sound would cut out and she would hear static. As time passed, the problem was that intermittently the radio display screen would go black and the radio and air conditioner controls were inoperable and the air conditioner would not blow out air. These were the only issues on Complainants' Lemon Law complaint.

² *Id.*

³ *Id.*

⁴ Tex. Occ. Code § 2301.606(c)(1).

⁵ Tex. Occ. Code § 2301.606(c)(2).

⁶ 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.

⁷ Complainants Ex. 3, Closed End Motor Vehicle Lease dated August 8, 2016.

⁸ Complainants Ex. 4, Odometer Disclosure Statement dated August 8, 2016.

Ms. Reynoso stated that she first experienced a problem with the vehicle's radio about a week after purchasing the vehicle. She was driving home from work when the vehicle's radio cut out and she heard static from the radio. (Ms. Reynoso indicated that the vehicle's air conditioner was working properly at this time.) As a result, Complainants took the vehicle to Peacock for repair for the issue on October 7, 2016. Peacock's service technician diagnosed a problem and had to special order a replacement part for the vehicle.⁹ The vehicle's mileage on this occasion was 2,450.¹⁰ The vehicle was in the dealer's possession until October 12, 2016 during this repair.¹¹ Complainants were provided with a loaner vehicle while their vehicle was being repaired.

Ms. Reynoso testified that the problem with the vehicle's radio sound intermittently turning off and static playing continued to occur. Complainants returned the vehicle to Peacock for repair on November 4, 2016. Peacock's service technician determined that the radio unit had an internal failure and replaced the unit.¹² The vehicle's mileage on this occasion was 3,809.¹³ The vehicle was in Peacock's possession until November 11, 2016 during this repair.¹⁴ Complainants were provided with a loaner vehicle while their vehicle was being repaired.

Ms. Reynoso stated that she continued to experience problems with the vehicle's radio after the repairs. Intermittently the radio would turn off for no reason and the radio display screen would go black. The vehicle's air conditioning system was not being affected by the radio issues at this time. Complainants took the vehicle to Peacock for repair for the issue on March 28, 2017. Peacock's technician inspected the vehicle and determined that the problem with the radio may have been caused by Ms. Reynoso's use of an after-market phone charger connected to the vehicle's radio unit.¹⁵ Peacock's service advisor informed Ms. Reynoso that she should use a Nissan phone charger. When Ms. Reynoso asked about purchasing a Nissan phone charger, she was informed that the dealer had none in stock. The vehicle's mileage at the time was 10,154.¹⁶ The vehicle was in Peacock's possession until March 29, 2018.¹⁷ Complainants were provided a loaner vehicle while their vehicle was being repaired.

Ms. Reynoso testified that she continued to experience issues with the vehicle's radio display screen intermittently going black. Complainants took the vehicle to Peacock for repair for the issue on July 5, 2017. Peacock's service technician special ordered a new radio unit for the

⁹ Complainants Ex. 4, Repair Order dated October 7, 2016.

¹⁰ *Id.*

¹¹ *Id.*

¹² Complainants Ex. 5, Repair Order dated November 4, 2016.

¹³ *Id.*

¹⁴ *Id.*

¹⁵ Complainants Ex. 6, Repair Order dated March 28, 2017.

¹⁶ *Id.*

¹⁷ *Id.*

vehicle in order to address Complainants' concern.¹⁸ The vehicle's mileage on this occasion was 15,463.¹⁹ The vehicle was in Peacock's possession for part of the afternoon during this repair visit. Complainants were not provided with a loaner vehicle while their vehicle was being repaired.

Ms. Reynoso testified that while driving the vehicle in November of 2017, she was involved in an automobile accident and the vehicle was damaged. She took the vehicle for repair for the accident damage. Ms. Reynoso testified that she raised the issue about the vehicle's radio not operating properly at this time, but no one at the repair facility addressed the issue. The vehicle was in the facility for repair for the accident damage for approximately a month.

Ms. Reynoso continued to experience a problem with the vehicle's radio intermittently cutting off. In addition, the problem began to affect the operation of the vehicle's air conditioner, as they would turn off at the same time. Complainants took the vehicle to Peacock for repair for the issues on April 19, 2018. Peacock's technician found the stereo system was inoperable because of an internal failure with the radio unit.²⁰ The technician installed a new radio unit to resolve the issue.²¹ While testing the new unit, the technician found that the radio would play normally for a while and then the radio would get static and then clear up again.²² The technician tested the radio with a radio antenna kit and determined that there was a failure in the vehicle's antenna system, as the radio played perfectly while attached to the antenna kit.²³ The technician installed a new amplifier to the radio after determining that the original amplifier had an internal failure but the problem continued.²⁴ Finally, the technician replaced the vehicle's antenna harness to resolve the issue.²⁵ The vehicle's mileage at the time was 23,786.²⁶ The vehicle was in Peacock's possession for repair until May 10, 2018.²⁷ Complainants were provided with a loaner vehicle while their vehicle was being repaired.

Ms. Reynoso testified that she continued to experience intermittent problems with vehicle's radio and air conditioner not working, the display screen going black, and no air coming out of the air conditioner vents. In addition, she began to experience a problem with the vehicle not starting with the key fob and the driver's side rear door not unlocking at all. Complainants took the vehicle to Peacock for repair for the issues on October 2, 2018. Peacock's service technician was

¹⁸ Complainants Ex. 7, Repair Order dated July 5, 2017.

¹⁹ *Id.*

²⁰ Complainants Ex. 8, Repair Order dated April 19, 2018.

²¹ *Id.*

²² *Id.*

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.*

²⁷ *Id.*

unable to duplicate the concerns with the vehicle's radio and air conditioner turning off and not operating properly.²⁸ The technician installed a new battery in the vehicle's key fob in order to address the issue of the vehicle not starting with the fob.²⁹ Finally, the technician found a failure in the vehicle's driver's side rear door actuator and replaced the actuator.³⁰ The vehicle's mileage on this occasion was 27,850.³¹ The vehicle was in Peacock's possession for two (2) days during this repair visit. Complainants were provided with a loaner vehicle while their vehicle was being repaired.

Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on November 21, 2018.³²

Ms. Reynoso testified that she continued to have problems with the vehicle's radio and air conditioner intermittently turning off and the display screen going black. In addition, she continued to have problems with the vehicle's key fob not operating properly. Ms. Reynoso stated that sometimes the vehicle refused to start regardless of whether she was using the key fob or the physical key, the key fob wouldn't unlock the vehicle's doors or tailgate, and the driver's side rear door intermittently wouldn't unlock using the key fob. Complainants took the vehicle to Mossy Nissan (Mossy) in Houston, Texas for repairs for the issues on February 8, 2019. Mossy's service technicians checked the wiring for the vehicle's radio and air conditioner units and determined that there was a loose wiring connection to the fuse box which was causing the radio and air conditioner problems.³³ The technician tightened the terminal to address the problem.³⁴ In addition, the technician determined that the key fob batteries were low and replaced them to address the issues that Ms. Reynoso was experiencing with the ignition and the door locks.³⁵ The vehicle's mileage at the time of repair was 31,568.³⁶ The vehicle was in Mossy's possession for this repair until February 14, 2019. Complainants were provided with a loaner vehicle while their vehicle was being repaired.

Ms. Reynoso continued to experience issues with the vehicle's radio and air conditioner. She also continued to experience problems with the vehicle intermittently refusing to start. Complainants took the vehicle Mossy for repair for the issues on May 7, 2019. Respondent also sent a representative, Jared Deskins, to Mossy to inspect the vehicle during this repair visit.³⁷ Mossy's

²⁸ Complainants Ex. 9, Repair Order dated October 2, 2018.

²⁹ *Id.*

³⁰ *Id.*

³¹ *Id.*

³² Complainants Ex. 1, Lemon Law Complaint dated November 21, 2018.

³³ Complainants Ex. 10, Repair Order dated February 8, 2019.

³⁴ *Id.*

³⁵ *Id.*

³⁶ *Id.*

³⁷ Complainants Ex. 11, Repair Order dated May 7, 2019.

technician replaced the vehicle's radio unit, the air conditioner switch assembly, and the ignition switch assembly in order to address Complainants' concerns with the vehicle.³⁸ The vehicle's mileage at the time of the repair visit was 35,038.³⁹ Complainants were provided with a loaner vehicle while their vehicle was being repaired.

Ms. Reynoso testified that the vehicle's radio and air conditioner have worked properly since the May 2019 repair; however, the vehicle's CD player does not work.

C. Respondent's Evidence and Arguments

Allen Wendell, Dealer Technical Specialist testified for Respondent. Mr. Wendell has been in the automotive industry since 1993. He worked for six (6) years as a technician for General Motors dealers. He then worked from 1999 until 2006 for General Motors technical assistance group. In 2006, Mr. Wendell was hired by Respondent and worked in their technical assistance division. Mr. Wendell was then hired as a dealer technical specialist in 2014. Mr. Wendell is an Automotive Service Excellence (ASE) Master Certified Technician. In addition, he is a Nissan and Infiniti Master Certified Technician.

Mr. Wendell testified that the vehicle has very specific technical requirements for the radio to operate correctly when using a universal serial bus flash drive (flash drive). He stated that the issues with the vehicle's radio could also be the result of incompatibility with the phone charger used by Complainants. Mr. Wendell testified that low quality flash drives and phone chargers can cause a radio to malfunction. Additionally, if there are any corrupted or unacceptable media files on the flash drive Complainants use to play their music, they could cause the radio to malfunction. Because the vehicle's radio and air conditioner are part of the same electrical system if the radio goes out then the air conditioner could go out as well.

Mr. Wendell also stated that based on his field experience low quality or unacceptable media files could cause the radio to malfunction. He also stated that there has been no issue with the radio or air conditioner not working properly after the May 7, 2019 repair attempt; therefore, there is nothing in the Lemon Law complaint that can be remedied. Mr. Johnson testified that Nissan could repair the other issues raised by Complainants at the time of hearing and that are not in the complaint, such as the ignition issue. Additionally, there is no Nissan phone charger that Complainants were told to purchase, however, buying a reputable branded phone charger should fix the problem if the issue with the radio and air conditioner is tied to a faulty phone charger.

³⁸ *Id.*

³⁹ *Id.*

D. Analysis

Under the Lemon Law, Complainants bear the burden of proof to establish by a preponderance of evidence that a defect or condition creates a serious safety hazard or substantially impairs the use or market value of the vehicle. In addition, Complainants must meet the presumption that the manufacturer was given a reasonable number of attempts to repair or correct the defect or condition to conform the vehicle to an applicable express warranty. Finally, Complainants are required to serve written notice of the defect or nonconformity on Respondent, who must be allowed an opportunity to cure the defect. If each of these requirements is met and Respondent is still unable to conform the vehicle to an express warranty by repairing the defect or condition, Complainants are entitled to have the vehicle repurchased or replaced.

The only issues that the hearings examiner can address are the issues with the vehicle's radio and air conditioner not operating properly. The other issues that were raised by Ms. Reynoso at hearing having to do with the vehicle's ignition and door locks not operating properly were not included on the Lemon Law complaint and the hearings examiner does not have jurisdiction to address them.

Complainants purchased the vehicle on August 2, 2016, and presented the vehicle to Respondent's authorized dealers for repair for the issues of the vehicle's radio and air conditioner intermittently shutting down and not working on the following dates: October 7, 2016; November 4, 2016; March 28, 2017; July 5, 2017; April 19, 2018; October 2, 2018; February 8, 2019; and May 7, 2019 (Respondent's final repair attempt). Complainants testified that the radio and air conditioner intermittently shutting down have not occurred after the May 7, 2019 repair visit. However, the vehicle's CD player continues not to work properly.

Occupations Code § 2301.603 provides that "a manufacturer, converter, or distributor shall make repairs necessary to conform a new motor vehicle to an applicable manufacturer's converter's or distributor's express warranty." Relief under the Lemon Law can only be granted if the manufacturer of a vehicle has been unable to conform a vehicle to the manufacturer's warranty. If a vehicle has been repaired then no relief can be possible. A loss of confidence in the vehicle when a defect has been cured does not warrant relief under the Lemon Law. The Lemon Law requires that in order for a vehicle to be determined to be a "lemon" the "nonconformity continues to exist" after the manufacturer has made repeated repair attempts.⁴⁰ In the present case, the evidence reveals that the issue with the vehicle's radio system and air conditioner intermittently shutting down has been repaired.

⁴⁰ Tex. Occ. Code § 2301.605.

However, the evidence presented at the hearing established that there is an issue with the vehicle's CD player. The issue regarding the CD player does not create a serious safety hazard as defined in Section 2301.601(4) of the Occupations Code. The issue does not *substantially* impede Complainants' ability to control or operate the motor vehicle nor does it create a risk of fire or explosion. In addition, the issue does not *substantially* impair the use or market value of the vehicle. The issue is annoying, inconvenient, and probably can be disconcerting, but does not create sufficient grounds to order repurchase or replacement of the vehicle. Instead, the hearings examiner will order Respondent to repair the issue with the CD player.

Respondent's New Vehicle Limited Warranty applicable to Complainants' vehicle provides coverage for three (3) years or 36,000 miles whichever comes first. On the date of hearing, the vehicle's mileage was 36,571 and the warranty was expired.

Complainants' request for repurchase or replacement relief is denied. However, Respondent will be ordered to repair the defect in the vehicle's CD player. The repairs must be completed within the time frame specified below.

III. FINDINGS OF FACT

1. Thelma and Juan Reynoso (Complainants) purchased a new 2015 Nissan Armada on August 2, 2016, from Tom Peacock Nissan (Peacock) in Houston, Texas.
2. The vehicle's mileage at the time of delivery to Complainants was 40.
3. The manufacturer or distributor of the vehicle, Nissan North America, Inc. (Respondent), issued a New Vehicle Limited Warranty which provides coverage for the vehicle for three (3) years (36 months) or 36,000 miles, whichever occurs first.
4. The vehicle's mileage on the date of hearing was 36,571.
5. At the time of hearing the vehicle's warranty was expired.
6. Thelma Reynoso is the primary driver of the vehicle.
7. Soon after purchasing the subject vehicle, Ms. Reynoso observed that the radio's display screen would intermittently stop operating. Since the vehicle's air conditioner and heater controls are on the display screen, their operation was also affected.

8. Complainants took the vehicle to Respondent's authorized dealers for repair for the issues described in Findings of Fact #7 on the following dates:
 - a. October 7, 2016, at 2,450 miles;
 - b. November 3, 2016, at 3,809 miles;
 - c. March 28, 2017, at 10,154 miles;
 - d. July 5, 2017, at 15,463 miles;
 - e. April 19, 2018, at 23,786 miles; and
 - f. October 2, 2018, at 27,850 miles.
9. On October 7, 2016, Peacock's service technician special ordered a part for repair to the vehicle's radio as Complainants indicated that the radio would intermittently turn off and they would only hear static. No other repair was performed at the time.
10. On November 3, 2016, Peacock's service technician determined that the vehicle's radio had an internal failure which was causing the volume not to work. The technician installed a new radio unit in the vehicle in order to resolve the issue.
11. On March 28, 2017, Peacock's service technician addressed Complainants' concern that the vehicle's radio would intermittently turn off for no reason. The technician felt that the problem could be caused by Complainants' use of an after-market phone charger being plugged into the vehicle's radio system. No other repair was performed at the time.
12. On July 5, 2017, Peacock's service technician special ordered another new radio unit for the vehicle in order to address Complainants' concern that the radio would intermittently fail to operate.
13. On April 19, 2018, Peacock's service technician determined that the vehicle's radio had an internal failure requiring replacement of the unit. Complainants indicated that the vehicle's radio and air conditioner would not work when the display screen went out.
14. On April 19, 2018, after replacing the radio unit, Peacock's service technician heard static from the new radio unit. As a result, the technician replaced the vehicle's radio amplifier and rear antenna harness to resolve the issue.
15. On October 2, 2018, Complainants indicated to Peacock's representative that the vehicle's radio and air conditioner would intermittently stop working when the radio display screen went black. The technicians did not perform any repairs to the vehicle at the time because they were unable to duplicate the concern.

16. Also on October 2, 2018, Complainants informed Peacock's service advisor that the vehicle intermittently would not start with the key fobs and that the vehicle's driver's side rear door would not unlock. The technician replaced the key fob's battery and replaced the rear door lock actuator to resolve the issues. (These issues were not included on the Lemon Law complaint filed by Complainants.)
17. On November 21, 2018, Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
18. On February 6, 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. On February 8, 2019, Complainants took the vehicle to Mossy Nissan (Mossy) located in Houston, Texas for repair for the radio display screen which would intermittently go black causing the radio and air conditioner not to work, the vehicle intermittently wouldn't start with either the key fob or physical key, the key fob intermittently wouldn't lock or unlock the vehicle's doors or tailgate, and the driver's side rear door intermittently wouldn't unlock using the key fob.
20. During the repair visit described in Findings of Fact #19, Mossy's service technician replaced the vehicle's key fob batteries to address the issues regarding the vehicle not starting and the door locks not operating properly. In addition, the technician determined that that problem with the vehicle's display screen was being caused by a loose electrical connection and tightened a wiring terminal in order to address the concern.
21. On May 7, 2019, Complainants took the vehicle to Mossy for repair because the radio and air conditioner were intermittently cutting out and because intermittently the vehicle's ignition was not turning. During this visit the vehicle was inspected by Respondent's dealer technical specialist, Jared Deskins.
22. During the repair visit described in Findings of Fact #21, Mossy's service technician replaced the vehicle's radio unit, the air conditioner switch assembly, and the ignition switch assembly in order to address the issues.

23. Since the repair performed on May 7, 2019, the vehicle's radio and air conditioner have worked properly. However, the vehicle's CD player has not been working properly.
24. The hearing in this case convened on July 11, 2019, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainant, Thelma Reynoso, represented Thelma and Juan Reynoso (Complainants) at the hearing. Respondent, Nissan North America, Inc., was represented by Allen Wendell, Dealer Technical Specialist. Toni Rideout, interpreter, provided Spanish interpretive services for Complainant. The hearing record was closed on July 25, 2019, after Complainant provided requested documents (emails) to the hearings examiner.

IV. CONCLUSIONS OF LAW

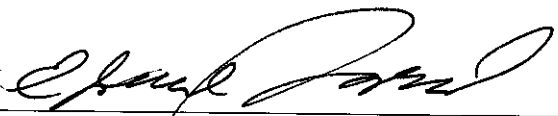
1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-2301.613 (Lemon Law).
2. A hearings examiner of the Department's Office of Administrative Hearings has jurisdiction over all matters related to conducting a hearing in this proceeding, including the preparation of a decision with findings of fact and conclusions of law, and the issuance of a final order. Tex. Occ. Code § 2301.704.
3. 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 proved by a preponderance of the evidence that the vehicle has a verifiable defect or nonconformity (the CD player not working). However, that defect does not present a serious safety hazard nor substantially impair the use or market value of the vehicle. Tex. Occ. Code § 2301.604.
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. Respondent remains responsible to address and repair or correct any defects that are covered by Respondent's warranties. Tex. Occ. Code §§ 2301.204, 2301.603.
9. Complainants' vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604.
10. Complainants are entitled to repair relief under the terms of Respondent's warranty. Tex. Occ. Code § 2301.204.

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's radio unit (specifically the CD player) to the applicable warranty. Complainants shall deliver the subject vehicle to Respondent within 20 days after the date this Order becomes final under Texas Government Code § 2001.144.⁴¹ Within 40 days after receiving the vehicle from Complainants, Respondent shall complete repair of the subject vehicle. However, if the Department determines Complainants' refusal or inability to deliver the vehicle caused the failure to complete the required repair as prescribed, the Department may consider Complainants 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 September 23, 2019.



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

⁴¹ (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.