

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 19-0004709 CAF**

**APRIL MULLENS,
Complainant**

v.

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

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BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS

DECISION AND ORDER

April Mullens (Complainant) filed a complaint with the Texas Department of Motor Vehicles (Department) seeking relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in her vehicle warranted by American Honda Motor Co., Inc. (Respondent). A preponderance of the evidence shows that the subject vehicle has a warrantable defect that substantially impairs the vehicle's market value after a reasonable number of repair attempts. Consequently, the Complainant's vehicle qualifies for repurchase.

I. Procedural History, Notice and Jurisdiction

Matters of notice of hearing¹ and jurisdiction were not contested and are discussed only in the Findings of Fact and Conclusions of Law. The hearing in this case convened on May 23, 2019, in San Antonio, Texas, before Hearings Examiner Andrew Kang, and the record closed on the same day. The Complainant, represented and testified for herself. Abigail Matthews, attorney, represented the Respondent. Nancy Avalos, district parts and service manager, testified for the Respondent.

¹ TEX. GOV'T CODE § 2001.051.

II. Discussion

A. Applicable Law

1. Repurchase/Replacement Relief Requirements

A vehicle qualifies for repurchase or replacement if the respondent cannot “conform a motor vehicle to an applicable express warranty by repairing or correcting a defect or condition that creates a serious safety hazard or substantially impairs the use or market value of the motor vehicle after a reasonable number of attempts.”² In other words, (1) the vehicle must have a defect covered by an applicable warranty (warrantable defect); (2) the defect must either (a) create a serious safety hazard or (b) substantially impair the use or market value of the vehicle; and (3) the defect must currently exist after a “reasonable number of attempts” at repair.³ In addition, the Lemon Law imposes other requirements for repurchase/replacement relief, including (1) a written notice of the defect to the respondent, (2) an opportunity to cure by the respondent, and (3) a deadline for filing a Lemon Law complaint.

a. Serious Safety Hazard

The Lemon Law defines “serious safety hazard” as a life-threatening malfunction or nonconformity that: (1) substantially impedes a person’s ability to control or operate a vehicle for ordinary use or intended purposes, or (2) creates a substantial risk of fire or explosion.⁴

b. Substantial Impairment of Use or Value

i. Impairment of Use

In determining substantial impairment of use, the Department considers “whether a defect or nonconformity hampers the intended normal operation of the vehicle.” For instance, “while a vehicle with a non-functioning air conditioner would be available for use and transporting passengers, its intended normal use would be substantially impaired.”⁵

² TEX. OCC. CODE § 2301.604(a).

³ TEX. OCC. CODE § 2301.604(a).

⁴ TEX. OCC. CODE § 2301.601(4).

⁵ *Dutchmen Manufacturing, Inc. v. Texas Department of Transportation, Motor Vehicle Division*, 383 S.W.3d 217, 228 (Tex. App.—Austin 2012).

ii. Impairment of Value

The Department applies a reasonable purchaser standard for determining whether a defect substantially impairs the value of a vehicle. The reasonable purchaser standard “does not require an owner to present an expert witness or any technical or market-based evidence to show decreased value.” Instead, under this standard, “factfinders should put themselves in the position of a reasonable prospective purchaser of the subject vehicle and determine (based on the evidence presented) if the current condition of the vehicle would deter them from buying the vehicle or substantially negatively affect how much they would be willing to pay for the vehicle.”⁶

c. Reasonable Number of Repair Attempts

Generally, a rebuttable presumption is established that the vehicle had a reasonable number of repair attempts if:

[T]he same nonconformity continues to exist after being subject to repair four or more times by the manufacturer, converter, or distributor or an authorized agent or franchised dealer of a manufacturer, converter, or distributor and the attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.⁷

Alternatively, for serious safety hazards, a rebuttable presumption is established that the vehicle had a reasonable number of repair attempts if:

[T]he same nonconformity creates a serious safety hazard and continues to exist after causing the vehicle to have been subject to repair two or more times by the manufacturer, converter, or distributor or an authorized agent or franchised dealer of a manufacturer, converter, or distributor and the attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.⁸

Additionally, for vehicles out of service at least 30 days, a rebuttable presumption may be established that the vehicle had a reasonable number of repair attempts if:

⁶ *Dutchmen Manufacturing, Inc. v. Texas Department of Transportation, Motor Vehicle Division*, 383 S.W.3d 217, 228 (Tex. App.—Austin 2012) (“[T]he Division’s interpretation that expert testimony or technical or market-based evidence is not required to show diminished value or use is consistent with the statute’s goal of mitigating manufacturers’ economic advantages in warranty-related disputes.”).

⁷ TEX. OCC. CODE § 2301.605(a)(1)(A) and (B).

⁸ TEX. OCC. CODE § 2301.605(a)(2).

[A] nonconformity still exists that substantially impairs the vehicle's use or market value, the vehicle is out of service for repair for a cumulative total of 30 or more days, and the attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.⁹

The 30 days described above does not include any period when the owner has a comparable loaner vehicle provided while the dealer repairs the subject vehicle.¹⁰

The existence of a statutory rebuttable presumption does not preclude otherwise finding a reasonable number of attempts to repair the vehicle based on different circumstances and fewer attempts.¹¹ Furthermore, the Department adopted a decision indicating that if a consumer presents the vehicle to a dealer for repair and the dealer fails to repair the vehicle, then that visit would constitute a repair attempt unless the consumer was at fault for the failure to repair the vehicle.¹²

d. Other Requirements

Even if a vehicle satisfies the preceding requirements for repurchase/replacement relief, the Lemon Law prohibits repurchase or replacement unless: (1) the owner or someone on behalf of the owner, or the Department has provided written notice of the alleged defect or nonconformity to the respondent;¹³ (2) the respondent was given an opportunity to cure the defect or nonconformity;¹⁴ and (3) the Lemon Law complaint was filed within six months after the earliest

⁹ TEX. OCC. CODE § 2301.605(a)(3).

¹⁰ TEX. OCC. CODE § 2301.605(c).

¹¹ *Ford Motor Company v. Texas Department of Transportation*, 936 S.W.2d 427, 432 (Tex. App.—Austin 1996, no writ) (“[T]he existence of statutory presumptions does not forbid the agency from finding that different circumstances or fewer attempts meet the requisite ‘reasonable number of attempts.’”).

¹² *DaimlerChrysler Corporation v. Williams*, No. 03-99-00822-CV (Tex. App.—Austin, June 22, 2000, no writ) (not designated for publication) (Repair attempts include “those occasions when the fault for failing to repair the vehicle rests with the dealership.” Conversely, “those occasions when failure to repair the vehicle was the fault of the consumer would not be considered a repair attempt under the statute.”).

¹³ TEX. OCC. CODE § 2301.606(c)(1). 43 TEX. ADMIN. CODE § 215.204 provides that “[u]pon receipt of a complaint for lemon law or warranty performance relief, the department will provide notification of the complaint to the appropriate manufacturer, converter, or distributor.” The Department’s notice of the complaint to the Respondent may satisfy the requirement to provide notice of the defect or nonconformity to the Respondent.

¹⁴ A respondent may delegate its opportunity to cure to a dealer. A repair visit to a dealer satisfies the opportunity to cure requirement when the respondent allows a dealer to attempt repair after written notice to the respondent. *Dutchmen Manufacturing, Inc. v. Texas Department of Transportation, Motor Vehicle Division*, 383 S.W.3d 217, 221 and 226 (Tex. App.—Austin 2012); *Texas Department of Transportation, Kennemer v. Dutchman Manufacturing, Inc.*, MVD Cause No. 09-0091 CAF (Motor Vehicle Division Sept. 25, 2009) (Final Order Granting Chapter 2301, Subchapter M Relief). An opportunity to cure does not require an actual repair attempt but only a valid opportunity. *Id.* at 2.

of: the warranty's expiration date or the dates on which 24 months or 24,000 miles had passed since the date of original delivery of the motor vehicle to an owner.¹⁵

2. Warranty Repair Relief

Even if repurchase or replacement relief does not apply, a vehicle may still qualify for warranty repair if the vehicle has a “defect . . . that is covered by a manufacturer's, converter's, or distributor's . . . warranty agreement applicable to the vehicle” and the vehicle owner notified the manufacturer, converter, distributor, or its authorized agent of the defect before the warranty's expiration.¹⁶ The manufacturer, converter, or distributor has an obligation to “make repairs necessary to conform a new motor vehicle to an applicable . . . express warranty.”¹⁷

3. Burden of Proof

The law places the burden of proof on the Complainant.¹⁸ The Complainant must prove all facts required for relief by a preponderance of the evidence. That is, the Complainant must present sufficient evidence to show that every required fact more likely than not exists.¹⁹ Accordingly, the Complainant cannot prevail where the existence of any required fact appears equally likely or unlikely.

4. The Complaint Identifies the Issues in this Proceeding

The complaint identifies the issues to be addressed in this proceeding.²⁰ The complaint must state “sufficient facts to enable the department and the party complained against to know the nature of the complaint and the specific problems or circumstances forming the basis of the claim

¹⁵ TEX. OCC. CODE § 2301.606(d)(2).

¹⁶ TEX. OCC. CODE § 2301.204; 43 TEX. ADMIN. CODE § 215.202(b)(3).

¹⁷ TEX. OCC. CODE § 2301.603(a).

¹⁸ 43 TEX. ADMIN. CODE § 215.66(d).

¹⁹ *E.g.*, *Southwestern Bell Telephone Company v. Garza*, 164 S.W.3d 607, 621 (Tex. 2005).

²⁰ “In a contested case, each party is entitled to an opportunity . . . for hearing after reasonable notice of not less than 10 days.” TEX. GOV'T CODE §§ 2001.051; “Notice of a hearing in a contested case must include . . . a short, plain statement of the factual matters asserted.” TEX. GOV'T CODE § 2001.052. *See* TEX. OCC. CODE § 2301.204(b) (“The complaint must be made in writing to the applicable dealer, manufacturer, converter, or distributor and must specify each defect in the vehicle that is covered by the warranty.”); TEX. OCC. CODE § 2301.204(d) (“A hearing may be scheduled on any complaint made under this section that is not privately resolved between the owner and the dealer, manufacturer, converter, or distributor.”).

for relief under the lemon law.”²¹ However, the parties may expressly or impliedly consent to trying issues not included in the pleadings.²² Implied consent occurs when a party introduces evidence on an unpleaded issue without objection.²³

5. Incidental Expenses

When repurchase or replacement is ordered, the Lemon Law provides for reimbursing the Complainant for reasonable incidental expenses resulting from the vehicle’s loss of use because of the defect.²⁴ Reimbursable expenses include, but are not limited to: (1) alternate transportation; (2) towing; (3) telephone calls or mail charges directly attributable to contacting the manufacturer, distributor, converter, or dealer regarding the vehicle; (4) meals and lodging necessitated by the vehicle’s failure during out-of-town trips; (5) loss or damage to personal property; (6) attorney fees, if the complainant retains counsel after notification that the respondent is represented by counsel; and (7) items or accessories added to the vehicle at or after purchase, less a reasonable allowance for use. The expenses must be reasonable and verifiable (for example, through receipts or similar written documents).²⁵ However, the Department’s rules expressly exclude compensation for “any interest, finance charge, or insurance premiums.”²⁶

B. Summary of Complainant’s Evidence and Arguments

On February 19, 2018, the Complainant, took delivery of a new 2018 Honda CR-V from Military Auto Source, an authorized dealer of the Respondent, in Kaiserslautern, Germany. The vehicle had 225 miles on the odometer at the time of purchase. The vehicle’s limited warranty provides bumper to bumper coverage for covered for three years or 36,000 miles, whichever comes first. On January 8, 2019, the Complainant provided a written notice of defect to the Respondent. Also on January 8, 2019, the Complainant filed a complaint with the Department alleging that the vehicle displayed various warning indicators: check engine light (malfunction indicator lamp), road departure mitigation, emission system, hill start assist, collision mitigation system, electric

²¹ 43 TEX. ADMIN. CODE § 215.202(a)(3).

²² 43 TEX. ADMIN. CODE § 215.42; TEX. R. CIV. P. 67.

²³ See *Gadd v. Lynch*, 258 S.W.2d 168, 169 (Tex. Civ. App.—San Antonio 1953, writ ref’d).

²⁴ TEX. OCC. CODE § 2301.604.

²⁵ 43 TEX. ADMIN. CODE § 215.209(a).

²⁶ 43 TEX. ADMIN. CODE § 215.208(b)(1).

parking brake, tire pressure monitor, brake system, vehicle stability assist, and adaptive cruise control. Additionally, the cruise control would not work with these indicators on. In relevant part, the Complainant took the vehicle to a dealer for repair of the alleged issues as follows:

Date	Miles	Issue
11/03/2018	16,786	Every warning light is on
11/28/2018	19,288	Check engine light; road departure mitigation problem; emission system problem; hill start assist problem
12/10/2018	19,943	Check engine light is on
12/19/2018	20,041	Check engine light is on; all warning lights come on; and cruise control stops working
01/31/2019	22,631	Check engine light comes on; all safety features cut off; cruise control is inoperable; all warning lights are on including check engine and tire pressure monitoring system

The Complainant testified that various warning indicators would come on and the cruise control would not work. She explained that the issue was constant and required repair to turn them off. She estimated that the warning indicators would come on a week or two after repair and stay on. The Complainant affirmed that the cruise control malfunction always coincided with the warning indicators turning on.

On cross-examination, the Complainant testified that the issues started on October 27, 2018, with same lights coming on. She affirmed that the vehicle was still driveable with the warning lights on and that she drove from Georgia to the hearing. The Complainant confirmed that the warning lights did not prohibit operating or prevent stopping the vehicle. She also acknowledged that various features, such as parts of Honda Sensing, could be turned off and not in use. The Complainant testified that the warning lights came back on three weeks after the January 31, 2019, service visit. The Complainant stated that she contacted Darian Curtis of the Respondent in the third week of February 2019. She took the vehicle to a dealer for service about a week before the hearing but did not actually get work done. She had indicated that she would return to the dealer after lunch but did not because of errands and her trip to Mississippi the next day. She did not receive correspondence from the Respondent because her address had changed.

C. Inspection

Upon inspection before the test drive, the vehicle's odometer displayed 25,385 miles. When starting the vehicle, the instrument displayed multiple indicator lights (check engine, steering, tire pressure, lane departure, information) and a series of warning messages (tire pressure

monitor, emissions system problem, brake system problem, brake hold, adaptive cruise control, power steering, EPS, vehicle stability, hill start assist, electric parking brake). The cruise control system would not turn on despite repeated attempts. The vehicle was driven on major arterial roads, frontage roads, and a freeway. The test drive ended with 25,396 miles on the odometer.

D. Summary of Respondent's Evidence and Arguments

Ms. Avalos became of the current vehicle concern when dispatched by a mediation specialist for a final repair attempt on January 31, 2019. She confirmed the illumination of warning lights on the dash. A check engine light at a prior visit related to the cylinder four misfire, which the dealer addressed by replacing a controller and updating software according to a service bulletin. No codes were subsequently detected during a test drive. The dealer, Langdale Honda, contacted Ms. Avalos about the Complainants recurring concern on May 6, 2019. Ms. Curtis had contacted Ms. Avalos about the continuing concern on February 15, 2019, but she did not receive a communication after that. Ms. Avalos affirmed that the warning lights did not prohibit operation of the vehicle or pose a risk of fire or explosion. Ms. Avalos indicated that features such as cruise control, hill start assist, collision mitigation, road departure, and the tire pressure monitor were conveniences.

E. Analysis

The parties do not dispute the existence of nonconformities. Rather, this case hinges on whether the nonconformities support Lemon Law relief. Although the nonconformities do not substantially impair the use of the vehicle or pose a serious safety hazard, they do substantially impair the value of the vehicle under the Department's reasonable prospective purchaser standard. Under the reasonable prospective purchaser standard, the fact finder must consider whether the condition of the vehicle may deter a purchaser from purchasing the vehicle. In this case, the features such as adaptive cruise control, lane keeping assist, road departure mitigation, collision mitigation braking, tire pressure monitoring, and vehicle stability assist, though not essential for the vehicle's operation are nevertheless valuable safety features that reduce the possibility of accidents, the malfunction of which may deter the vehicle's purchase or substantially impair the sales value. Further, the sheer number of issues reflected by the warning indicators may deter a reasonable purchaser from buying the vehicle. The vehicle has had four repair attempts for the

check engine light. However, because the check engine light may represent multiple issues, at least one of which was a misfiring cylinder, the check engine light does not support finding a reasonable number or repair attempts for the same issue, especially since the vehicle displayed an emissions system warning message during the inspection at the hearing. Nevertheless, the repair history shows three repair visits for all of the warning lights turning on and an additional visit for warnings for road departure mitigation problem; emission system problem; and hill start assist problem. Given these considerations, the vehicle has had a reasonable number of repair attempts.

III. Findings of Fact

1. On February 19, 2018, the Complainant, took delivery of a new 2018 Honda CR-V from Military Auto Source, an authorized dealer of the Respondent, in Kaiserslautern, Germany. The vehicle had 225 miles on the odometer at the time of purchase.
2. The vehicle's limited warranty provides bumper to bumper coverage for covered for three years or 36,000 miles, whichever comes first.
3. The Complainant took the vehicle to a dealer for repair as shown below:

Date	Miles	Issue
11/03/2018	16,786	Every warning light is on
11/28/2018	19,288	Check engine light; road departure mitigation problem; emission system problem; hill start assist problem
12/10/2018	19,943	Check engine light is on
12/19/2018	20,041	Check engine light is on; all warning lights come on; and cruise control stops working
01/31/2019	22,631	Check engine light comes on; all safety features cut off; cruise control is inoperable; all warning lights are on including check engine and tire pressure monitoring system

4. On January 8, 2019, the Complainant provided a written notice of defect to the Respondent.
5. On January 8, 2019, the Complainant filed a complaint with the Department alleging that the vehicle displayed various warning indicators (check engine light, road departure mitigation, emission system, hill start assist, collision mitigation system, electric parking brake, tire pressure monitor, brake system, vehicle stability assist, and adaptive cruise control) and the cruise control would not work with these indicators on.

6. On March 19, 2019, the Department's Office of Administrative Hearings issued a notice of hearing directed to all parties, giving them not less than 10 days' notice of hearing and their rights under the applicable rules and statutes. The notice stated the time, place and nature of the hearing; the legal authority and jurisdiction under which the hearing was to be held; particular sections of the statutes and rules involved; and the factual matters asserted.
7. The hearing in this case convened on May 23, 2019, in San Antonio, Texas, before Hearings Examiner Andrew Kang, and the record closed on the same day. The Complainant, represented and testified for herself. Abigail Matthews, attorney, represented the Respondent. Nancy Avalos, district parts and service manager, testified for the Respondent.
8. The vehicle's odometer displayed 25,385 miles at the time of the hearing.
9. The vehicle's warranty was in effect at the time of the hearing.
10. Upon inspection at the hearing, the vehicle's odometer displayed 25,385 miles. When starting the vehicle, the instrument displayed multiple indicator lights (check engine, steering, tire pressure, lane departure, information) and a series of warning messages (tire pressure monitor, emissions system problem, brake system problem, brake hold, adaptive cruise control, power steering, EPS, vehicle stability, hill start assist, electric parking brake). The cruise control system would not turn on despite repeated attempts. The vehicle was driven on major arterial roads, frontage roads, and a freeway. The test drive ended with 25,396 miles on the odometer.

11. The appropriate calculations for repurchase are:

Purchase price, including tax, title, license & registration	\$34,191.00
Delivery mileage	225
Mileage at first report of defective condition	16,786
Mileage on hearing date	25,385
Useful life determination	120,000

Purchase price, including tax, title, license & registration		\$34,191.00
Mileage at first report of defective condition	16,786	
Less mileage at delivery	-225	
Unimpaired miles	16,561	
Mileage on hearing date	25,385	
Less mileage at first report of defective condition	-	
Impaired miles	8,599	
<i>Reasonable Allowance for Use Calculations:</i>		
Unimpaired miles	$16,561 \div 120,000 \times \$34,191.00$	= \$4,718.64
Impaired miles	$8,599 \div 120,000 \times \$34,191.00 \times 50\%$	= \$1,225.04
Total reasonable allowance for use deduction		\$5,943.68
Purchase price, including tax, title, license & registration		\$34,191.00
Less reasonable allowance for use deduction		-\$5,943.68
Plus filing fee refund		\$35.00
Plus incidental expenses		\$0.00
TOTAL REPURCHASE AMOUNT		\$28,282.32

IV. Conclusions of Law

1. The Texas Department of Motor Vehicles has jurisdiction over this matter. TEX. OCC. CODE §§ 2301.601-2301.613 and 2301.204.
2. A hearings examiner of the Department's Office of Administrative Hearings has jurisdiction over all matters related to conducting a hearing in this proceeding, including the preparation of a decision with findings of fact and conclusions of law, and the issuance of a final order. TEX. OCC. CODE § 2301.704.
3. The Complainant filed a sufficient complaint with the Department. 43 TEX. ADMIN. CODE § 215.202.

4. The parties received proper notice of the hearing. TEX. GOV'T CODE §§ 2001.051, 2001.052. 43 TEX. ADMIN. CODE § 215.206(2).
5. The Complainant bears the burden of proof in this matter. 43 TEX. ADMIN. CODE § 206.66(d).
6. The Complainant provided sufficient notice of the alleged defect(s) to the Respondent. TEX. OCC. CODE § 2301.606(c)(1).
7. The Respondent had an opportunity to cure the alleged defect(s). TEX. OCC. CODE § 2301.606(c)(2).
8. The Complainant timely filed the complaint commencing this proceeding. TEX. OCC. CODE § 2301.606(d).
9. The Complainant's vehicle qualifies for replacement or repurchase. A warrantable defect that substantially impairs the market value of the vehicle continues to exist after a reasonable number of repair attempts. TEX. OCC. CODE § 2301.604(a).
10. The Respondent remains responsible to address and repair or correct any defects that are covered by the Respondent's warranty. TEX. OCC. CODE § 2301.603.

V. Order

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that the Complainant's petition for relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 is **GRANTED**. It is further **ORDERED** that the Respondent shall repair the warrantable defect(s) in the reacquired vehicle identified in this Order. **IT IS THEREFORE ORDERED** that:

1. The Respondent shall accept the return of the vehicle from the Complainant. The Respondent shall have the right to have its representatives inspect the vehicle upon the return by the 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 the final order;

2. The Respondent shall repurchase the subject vehicle in the amount of **\$28,282.32**. The refund shall be paid to the Complainant and the vehicle lien holder as their interests require. If clear title to the vehicle is delivered to the Respondent, then the full refund shall be paid to the Complainant. At the time of the return, the 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, the Complainant is responsible for providing the Respondent with clear title to the vehicle;
3. The parties shall complete the return and repurchase of the subject vehicle within **20 days** after the date this Order becomes final under Texas Government Code § 2001.144.²⁷ However, if the Office of Administrative Hearings determines the failure to complete the repurchase as prescribed is due to the Complainant's refusal or inability to deliver the vehicle with clear title, the Office of Administrative Hearings may deem the granted relief rejected by the Complainant and the complaint closed pursuant to 43 Texas Administrative Code § 215.210(2);
4. The 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. The 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. The 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 days of the transfer.

²⁷ This Order does not become final on the date this Order is signed, instead: (1) this Order becomes final if a party does not file a motion for rehearing within 25 days after the date this Order is signed, or (2) if a party files a motion for rehearing within 25 days after the date this Order is signed, this Order becomes final when: (A) an order overruling the motion for rehearing is signed, or (B) the Department has not acted on the motion within 55 days after the date this Order is signed. Accordingly, this Order cannot become final (1) while a motion for rehearing remains pending; or (2) after the grant of a motion for rehearing.

SIGNED July 22, 2019

A handwritten signature in black ink, appearing to read "Andrew Kang", is written over a horizontal line.

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