

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 19-0009347 CAF**

**AMANDA M. SARGENT,
Complainant**

v.

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

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BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS

DECISION AND ORDER

Amanda M. Sargent (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in her 2018 Nissan Rogue. Complainant asserts that the vehicle is defective because water leaks into the vehicle after she takes it through a car wash, the driver's side seat warmer intermittently won't work properly, and the radio will intermittently turn off. Nissan North America, Inc. (Respondent) argued that the vehicle is operating as designed, does not have a defect, and that no relief is warranted. The hearings examiner concludes that the vehicle does have an existing warrantable defect and Complainant is eligible for repair 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 record was closed on August 30, 2019, in Temple, Texas before Hearings Examiner Edward Sandoval. Amanda M. Sargent, Complainant, represented herself at the hearing. William Longbotham, Complainant's husband, was present for Complainant as an observer. Respondent was represented by John Howell, Dealer Technical Specialist.

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 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 provided written notice of

¹ Tex. Occ. Code § 2301.604(a).

² *Id.*

³ *Id.*

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

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.⁶

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.⁷

“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.⁸

B. Complainant’s Evidence and Arguments

Complainant purchased a new 2018 Nissan Rogue on October 2, 2018, from Douglass Nissan of Waco (Douglass) located in Waco, Texas.⁹ The vehicle’s mileage at the time of delivery was 12.¹⁰ Respondent provided a new vehicle limited warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever comes first. In addition, Respondent provided a five (5) year or 60,000 mile warranty for the vehicle’s powertrain. On the date of

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) (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.

⁷ Tex. Occ. Code § 2301.605(a)(2)(A) and (B).

⁸ Tex. Occ. Code § 2301.601(4).

⁹ Complainant Ex. 2, Purchase Order and Motor Vehicle Retail Installment Sales Contract dated October 2, 2018.

¹⁰ *Id.*

hearing the vehicle's mileage was 24,616. At the time of hearing the vehicle's warranties were still in effect.

Complainant testified that she feels that the vehicle is defective because water will leak into the vehicle when taking it through a car wash and the air conditioner is set to fresh air. Complainant also indicated that the vehicle's radio will stop working and intermittently the radio screen will black out. Complainant also stated that the seat warmer for the driver's seat does not always work correctly.

Complainant stated that she first noticed a water leak in the vehicle after taking it through a car wash on or about December 12, 2018. After taking the vehicle through the car wash, Complainant noticed water leaking from under the dash. Complainant took the vehicle to Douglass for repair for the issue on December 12, 2018. Douglass' service technician inspected the vehicle and determined that water was leaking into the vehicle because a rubber seal grommet in the vehicle's steering wheel was loose and not sealing properly.¹¹ The technician replaced the grommet in an attempt to resolve the issue.¹² The vehicle's mileage at the time was 6,159.¹³ The vehicle was in Douglass' possession until December 14, 2018. Complainant received a loaner vehicle while her vehicle was being repaired.

On December 24, 2018, Complainant took the vehicle through the same car wash she had used earlier and observed water leaking into the vehicle. She took the vehicle to Douglass for repair for the issue on February 13, 2018. Douglass' service technician determined that the vehicle's windshield was poorly sealed and replaced it to resolve the leak issue.¹⁴ The vehicle's mileage at the time of repair was 6,910.¹⁵ The vehicle was in Douglass' possession until January 7, 2019. Complainant was provided a loaner vehicle while her vehicle was being repaired. After picking up the vehicle, Complainant checked for a leak in it, but did not find one.

Complainant testified that she discovered water leaking into the vehicle after taking it through the same car wash in March 12, 2019.¹⁶ Complainant took the vehicle to Garlyn Shelton Nissan (Shelton) in Temple, Texas for repair on March 13, 2019. Complainant indicated to Shelton's service advisor that there were four (4) issues with the vehicle, which were: the water leak from under the dashboard, the radio and the display screen were shutting off at times (and the radio would sometimes reboot), the vehicle's brake light would sometimes stay illuminated even after the vehicle was turned off (this was on one occasion prior to Christmas), and the driver's side

¹¹ Complainant Ex. 3, Repair Order dated December 12, 2018.

¹² *Id.*

¹³ *Id.*

¹⁴ Complainant Ex. 5, Repair Order dated December 28, 2018.

¹⁵ *Id.*

¹⁶ Complainant Ex. 6, Repair Order dated March 13, 2019.

seat warmer intermittently did not work properly. Shelton's service technician attempted to recreate the leak issue by taking it several times through the car wash Complainant used and through the dealer's car wash.¹⁷ The technician was not able to recreate the issue and did not perform any repairs for the issue.¹⁸ The technician was also unable to recreate the issues regarding the radio shutting off and the brake lights staying lit nor was he able to find any stored diagnostic trouble codes (DTCs) for the issues stored on the vehicle's computers.¹⁹ The technician also tested the driver's side seat warmer and determined that it was operating as designed.²⁰ No repairs were performed to the vehicle during this repair visit. The vehicle's mileage at the time was 14,063.²¹ Complainant stated that the vehicle was in Shelton's possession for two (2) days. Complainant was provided a loaner vehicle while her vehicle was being repaired.

Complainant stated that after picking up the vehicle, she took it immediately to the car wash she preferred to use to see if the vehicle would leak again. When Complainant observed water leaking into the vehicle, she took it to Shelton for repair on March 18, 2019. Shelton's service technician determined that the leak occurred because the vehicle's air conditioner was set to fresh air rather than recirculate.²² As a result, water was entering the vehicle because the high pressure car wash water was overloading the cowl drains and leaking into the vehicle.²³ The technician took a similar Rogue through the car wash and got the same result.²⁴ The technician also spoke to Respondent's dealer technical specialist (DTS) who confirmed the technician's findings.²⁵ The technician inspected the vehicle to determine if the leak had damaged the vehicle's harness, carpet, or electrical components and determined that there was no damage to the items.²⁶ The vehicle's mileage at the time was 14,264.²⁷ The vehicle was in Shelton's possession for two (2) days. Complainant was provided with a loaner vehicle while her vehicle was being repaired.

Complainant mailed a letter to Respondent on April 30, 2019, in which she indicated her dissatisfaction with the vehicle.²⁸ In addition, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on May 7, 2019.²⁹

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

²² Complainant Ex. 7, Repair Order dated March 18, 2019.

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.*

²⁷ *Id.*

²⁸ Complainant Ex. 8, Letter to Nissan North America Consumer Affairs dated April 30, 2019.

²⁹ Complainant Ex. 1, Lemon Law Complaint dated May 7, 2019.

Complainant stated that after she filed the Lemon Law complaint, she was contacted by Respondent's representative and informed that Respondent would not be repurchasing the vehicle from her. In addition, the representative asked that Complainant allow Respondent's DTS to inspect the vehicle. Complainant agreed to allow the inspection which took place at Shelton's location on May 30, 2019. The DTS inspected the vehicle and verified that the water leak only occurred after Complainant took the vehicle through one particular high pressure car wash with the vehicle's air conditioner on the fresh air setting.³⁰ The DTS verified that there were no issues with how the water was draining or anything causing excessive water buildup.³¹ No repairs were performed to the vehicle for this issue.³² The DTS also reprogrammed the vehicle's audio unit in order to address Complainant's concerns with the radio.³³ The vehicle's mileage at the time was 20,132. The vehicle was in Shelton's possession overnight. Complainant received a loaner vehicle while the inspection was performed.

Complainant testified that the vehicle has leaked water one time (on or about August 22, 2019) after the May inspection of the vehicle. The vehicle's air conditioner was on fresh air at the time. Complainant stated that on the date in question, she saw a red liquid on the outside of the vehicle's center console. She didn't know what the liquid was or where it came from. Complainant stated that the liquid was sticky and tacky. Complainant took the vehicle to Shelton on August 22, 2019, to show the technician the red liquid. The technician verified that there was a red liquid on the side of the console, but could not determine where it came from.³⁴ The technician did not find any trace of the liquid above the console and did not find a new leak source.³⁵ No other action was taken at the time.³⁶ The vehicle's mileage was 24,576 on this occasion.³⁷ The vehicle was in Shelton's possession for seven (7) days. Complainant was provided a loaner vehicle while her vehicle was being repaired.

Complainant testified that she has not seen a water leak in the vehicle after taking the vehicle through a car wash with the air conditioner set to recirculation. In addition, the vehicle's radio has not rebooted since the repair performed in May of 2019. However, the radio has gone silent at times and the audio will take about 30 seconds to resume. On one other occasion in July of 2019, the radio volume control would not work and it took a couple of minutes before it would start working again. Complainant also testified that she has not used the driver's seat warmer since March of 2019, and does not know if it is working properly at this time.

³⁰ Complainant Ex. 9, Repair Order dated May 30, 2019.

³¹ *Id.*

³² *Id.*

³³ *Id.*

³⁴ Complainant Ex. 10, Repair Order dated August 22, 2019.

³⁵ *Id.*

³⁶ *Id.*

³⁷ *Id.*

During cross-examination, Complainant stated that she has not observed a water leak in the vehicle after a heavy rain. She's noticed the leak only after taking the vehicle through one particular car wash she likes to use. She's never felt water leaking on her. She's only seen the leak after stopping and parking the vehicle.

C. Respondent's Evidence and Arguments

John Howell, Dealer Technical Specialist (DST), testified for Respondent. Mr. Howell has worked in the automotive industry for 32 years. He has worked with Respondent for three (3) years in his current position. He is an Automotive Service Excellence (ASE) Certified Master Technician. In addition, he is a Certified Master Technician for Nissan and Infiniti.

Mr. Howell testified that he was assigned to inspect Complainant's vehicle by Respondent's consumer affairs representative. The inspection took place on May 30, 2019, at the Shelton location. He inspected the vehicle and then removed part of the vehicle's cowl in order to observe water buildup in the area. He then took the vehicle through the high pressure car wash used by Complainant and verified that a leak would develop if the vehicle's air conditioner was set to fresh air rather than recirculation. When the fresh air setting is used, a vent is opened which allows water from the high pressure car wash to slowly leak into the vehicle. Mr. Howell stated that he took the vehicle through the dealer's car wash (which is not high pressure) with the air conditioner set to fresh air and did not observe a leak develop. Mr. Howell stated that the leak occurs because of the way that the vehicle is designed and that some car washes have their dryer blowers at an aggressive speed which pushes water into areas that it shouldn't go into. Mr. Howell did not perform any repair for the water leak issue.

Mr. Howell also testified that he inspected the vehicle's audio unit. He performed an update to the radio in order to address Complainant's concern that the radio and the display screen would turn off intermittently.

Mr. Howell testified that he inspected the vehicle's driver's seat warmer and determined that it was operating as designed. He also looked at the brake wiring and determined that there was no water damage to the wiring. Mr. Howell stated that Respondent did provide an extended warranty component coverage to the electrical items in the vehicle in order to address Complainant's concerns regarding potential water damage to the vehicle's wiring.³⁸

³⁸ Complainant Ex. 11, Extended Component Warranty Coverage letter dated June 11, 2019.

D. Analysis

Under the Lemon Law, Complainant bears the burden of proof to establish by a preponderance of evidence that a defect or condition creates a serious safety hazard or substantially impairs the use or market value of the vehicle. In addition, Complainant must meet the presumption that 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, Complainant is 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, Complainant is entitled to have the vehicle repurchased or replaced.

The first issue to be addressed is whether Complainant's vehicle has a defect or condition that creates a serious safety hazard or substantially impairs the use or market value of the vehicle.

1. Water Leak Issue

A manufacturing defect is an isolated aberration occurring only in those vehicles not produced according to the manufacturer's specifications. A defectively manufactured vehicle has a flaw because of some error in making it, such as incorrect assembly or the use of a broken part. Unlike manufacturing defects, issues that do not arise from manufacturing, such as characteristics of the vehicle's design (which exists before manufacturing) or dealer representations and improper dealer repairs (which occur after manufacturing) are not warrantable defects. Design characteristics result from the vehicle's specified design and not from any error during manufacturing.³⁹ In sum, because the warranty only covers manufacturing defects, the Lemon Law does not apply to design characteristics or design defects.

From the testimony presented at the hearing, it is apparent that the water leak issue complained of is a design issue. The leak only occurs when Complainant takes the vehicle through a particular high pressure car wash and has the air conditioner set on fresh air rather than recirculate. As such, the hearing examiner must find that there is no manufacturing defect with the vehicle itself. Therefore, repurchase or replacement relief for Complainant is not warranted for this issue.

³⁹ *Torres v. Caterpillar, Inc.*, 928 S.W.2d 233, 239 (Tex. App.—San Antonio 1996), *writ denied*, (Feb. 13, 1997).

2. Seat Warmer Issue

Complainant took the vehicle for repair for the driver's side seat warmer not working correctly on only one occasion. At the time of hearing Complainant testified that she hasn't used the seat warmer option since March of 2019 and wasn't sure if it was malfunctioning. In addition, Complainant only raised the issue of the seat warmer not working on one occasion (March 13, 2019) and the technician determined that it was working as designed. Since there was no evidence presented that the seat is not currently functioning properly and there was only one repair attempt for the issue, the hearings examiner must hold that there is no evidence that the seat warmer is defective and, even if it is, Respondent was not provided with an adequate number of attempts to repair the issue. As such, repurchase or replacement of the vehicle for this issue is not warranted.

3. Radio Issue

The evidence presented in the hearing indicates that the vehicle's audio system is not working properly, *i.e.*, the sound goes out and on one occasion in July of 2019 the volume control would not work. The defect does not substantially impair the vehicle's market value or use nor is it a serious safety hazard as defined in the Occupations Code. As such, the problem does not warrant repurchase or replacement of the vehicle. However, Complainant is entitled to repair of the issue. Therefore, Respondent will be ordered to repair the audio system.

On the date of hearing, the vehicle's mileage was 24,616 and it remains covered under Respondent's warranties. As such, Respondent is still under an obligation to repair the vehicle whenever there is a problem covered by the warranties.

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

III. FINDINGS OF FACT

1. Amanda M. Sargent (Complainant) purchased a new 2018 Nissan Rogue on October 2, 2018, from Douglas Nissan of Waco (Douglas) located in Waco, Texas with mileage of 12 at the time of delivery.
2. The manufacturer or distributor of the vehicle, Nissan North America, Inc. (Respondent), issued a new vehicle limited warranty for the vehicle which provides coverage for three

- (3) years or 36,000 miles, whichever occurs first. In addition, Respondent provided a 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 24,616.
 4. At the time of hearing the vehicle's warranties were still in effect.
 5. Complainant feels that the water leaks into the vehicle after she takes it through a car wash, the driver's side seat warmer intermittently won't work properly, and the radio will intermittently turn off.
 6. Complainant took the vehicle for repair to Respondent's authorized dealers in order to address her concerns with the vehicle on the following dates:
 - a. December 12, 2018, at 6,159 miles;
 - b. December 28, 2018, at 6,910 miles;
 - c. March 13, 2019, at 14,063 miles; and
 - d. March 18, 2019, at 14,264 miles.
 7. On December 12, 2018, Douglass' service technician determined that the water leak was being caused by a poor seal on the vehicle's steering wheel column and replaced a rubber seal grommet in the steering wheel to resolve the issue.
 8. On December 28, 2018, Douglass' service technician determined that water was leaking into the vehicle because of a poorly sealed windshield. The technician replaced the vehicle's windshield in order to resolve the issue.
 9. On March 13, 2018, Complainant took the vehicle to Garlyn Shelton Nissan (Shelton) in Temple, Texas for repair because water was leaking into the vehicle, the radio was intermittently shutting off at random, and the driver's side seat warmer was not working properly.
 10. During the repair visit described in Findings of Fact #9, Shelton's service technician was not able to duplicate the concerns at the time and did not find any diagnostic trouble codes (DTCs) stored on any of the vehicle's computers for the radio or seat warmer issues. No repairs were performed at the time.
 11. On March 18, 2019, Complainant took the vehicle to Shelton for service because water was leaking into the vehicle. The technician determined that when the vehicle was taken

- through a particular car wash with the air conditioner on and set to fresh air rather than recirculate water was entering the vehicle because high pressure water was overloading the cowl drains and that this was a result of the vehicle's design.
12. On April 30, 2019, Complainant mailed a letter to Respondent advising them of her dissatisfaction with the vehicle.
 13. On May 7, 2019, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
 14. On May 30, 2019, the vehicle was inspected at Shelton by Respondent's dealer technical specialist, John Howell, at which time he inspected the vehicle to determine what was causing the water leak and to address the issue with the vehicle's radio turning off or freezing up.
 15. During the inspection described in Findings of Fact #14, Mr. Howell determined that the water leak was being caused by Complainant using a specific car wash with high water pressure and leaving the vehicle's air conditioner on fresh air. There were no issues with how the water was draining or anything which may have been causing excessive water buildup.
 16. Also during the inspection described in Findings of Fact #14, Mr. Howell reprogrammed the vehicle's audio unit to address the issue of the radio turning off or freezing up.
 17. On August 22, 2019, Complainant took the vehicle to Shelton because she found a red liquid running down the outside of the vehicle's center console.
 18. During the repair attempt on the vehicle described in Findings of Fact #17, Shelton's technician tried to find where the leak was occurring, but was unable to find any traces of the liquid above the vehicle's console region and could not find any new water leak in the vehicle. No repair was performed at the time.
 19. On July 15, 2019, 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.

20. The hearing in this case convened and the record was closed on August 30, 2019, in Temple, Texas before Hearings Examiner Edward Sandoval. Amanda M. Sargent, Complainant, represented herself at the hearing. William Longbotham, Complainant's husband, was present for Complainant as an observer. Respondent was represented by John Howell, Dealer Technical Specialist.

IV. CONCLUSIONS OF LAW

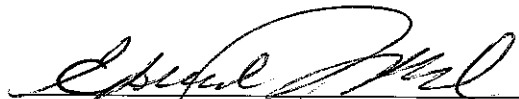
1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-2301.613 (Lemon Law).
2. A hearings examiner of the Department's Office of Administrative Hearings has jurisdiction over all matters related to conducting a hearing in this proceeding, 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. 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. Regarding the water leak or the seat warmer issues, Complainant failed to prove by a preponderance of the evidence that Respondent was unable to conform the vehicle to an express warranty by repairing or correcting a 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 proved by a preponderance of the evidence that the vehicle has a verifiable defect or nonconformity (the radio not working properly, *i.e.*, losing sound and volume control 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.
8. Respondent was not provided with a reasonable number of attempts to repair the nonconformity in Complainant's vehicle so that it conforms to the applicable express warranty. Tex. Occ. Code §§ 2301.604(a) and 2301.605.

9. 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.
10. Complainant's vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604.
11. Complainant is 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 Complainant's petition for replacement or repurchase relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 is hereby **DISMISSED**. It is **FURTHER ORDERED** that Respondent shall make any repairs needed to conform the vehicle's audio system (*i.e.*, losing sound and volume control not working) 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 § 2001.144.⁴⁰ 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 October 28, 2019.


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

⁴⁰ (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.