

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 19-0014809 CAF**

JAMES COYLE,
Complainant

v.

HISUN MOTOR CORP., USA,
Respondent

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BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS

DECISION AND ORDER

James Coyle (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his 2018 Hisun Sector 750. Complainant asserts that the vehicle has a defect which causes the engine to die when he attempts to accelerate from idle. Hisun Motor Corp., USA (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 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 on February 3, 2020, in San Antonio, Texas before Hearings Examiner Edward Sandoval. James Coyle, Complainant, appeared and represented himself at the hearing. Respondent was represented telephonically by Bethany Budgewater, paralegal and Document Control Specialist. The hearing record closed on February 3, 2020.

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

¹ Tex. Occ. Code § 2301.604(a).

² *Id.*

repair or correct the defect or condition.³ Fourth, the owner must have provided 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

In addition to these conditions, a rebuttable presumption can be established 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

Finally, a rebuttable presumption can be established 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 that substantially impairs the vehicle’s use or market value, the vehicle has been out of service for repair for a cumulative total of 30 or more days, and the repairs 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

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).

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

⁸ Tex. Occ. Code § 2301.601(4).

⁹ Tex. Occ. Code § 2301.605(a)(3)(A) and (B).

The 30 day out of service requirement described in Section 2301.605(c) does not include any period during which the manufacturer or distributor lends the vehicle owner a comparable motor vehicle while the owner's vehicle is being repaired by a franchised dealer.¹⁰

B. Complainant's Evidence and Arguments

Complainant purchased a new 2018 Hisun Sector 750 on October 16, 2017, from Lone Star Truck & Equipment (Lone Star) located in San Antonio, Texas.¹¹ The vehicle's mileage at the time of delivery was 0.¹² Respondent provided a limited warranty for the vehicle which provides coverage for two (2) years. On the date of hearing the vehicle's mileage was 722 and the hours of usage totaled 101.6. At the time of hearing the vehicle's warranty had expired.

Complainant testified that he feels that the vehicle is defective because when the vehicle's engine is idling and he tries to accelerate in the vehicle, it will intermittently die.

Complainant stated that he first experienced an issue with the vehicle's engine dying about one (1) month after purchasing the vehicle. Complainant took the vehicle to Lone Star for repair for the issue on November 21, 2017. Lone Star's technician smelled fuel in the vehicle's oil when he inspected the vehicle.¹³ The technician replaced the vehicle's oil and oil filter; and removed, cleaned, regapped, and reinstalled the vehicle's spark plug in order to resolve the issue.¹⁴ Complainant testified that he was informed by the technician that it was not uncommon to see fuel in a new vehicle's oil and that it could be part of the vehicle break-in process. The vehicle's mileage on this occasion was 79 and the usage meter indicated 10 hours of use.¹⁵ The vehicle was in Lone Star's possession until December 12, 2017. Complainant was not provided a loaner vehicle while his vehicle was being repaired.

Complainant testified that the vehicle's engine continued to die intermittently after the repair. As a result, he took the vehicle to Lone Star for repair for the issue on January 9, 2018. Lone Star's technician smelled fuel in the vehicle's oil when he inspected the vehicle and determined that the spark plug was fouled.¹⁶ The technician replaced the vehicle's oil and oil filter, replaced the vehicle's spark plug, and cleaned the vehicle's throttle body in order to resolve the issue.¹⁷ The vehicle was in Lone Star's possession for sixteen (16) days. Prior to returning the vehicle to

¹⁰ Tex. Occ. Code § 2301.605(c).

¹¹ Complainant Ex. 1, Retail Buyer's Order dated October 16, 2017.

¹² Complainant Ex. 8, Lemon Law Complaint dated August 19, 2019.

¹³ Complainant Ex. 2, Work Order #23958 dated November 21, 2017.

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ Complainant Ex. 3, Work Order #24128 dated January 9, 2018.

¹⁷ *Id.*

Complainant on January 25, 2018, Lone Star's technician determined that the vehicle's throttle body was bad and replaced it.¹⁸ Complainant did not receive a loaner vehicle while the vehicle was being repaired. The vehicle's mileage at the time that Complainant picked up the vehicle was 137 and the usage meter indicated 20.9 hours of use.¹⁹

Complainant testified that the vehicle seemed to operate fine for a while after the January 2018 repairs. However, the vehicle's engine again began to die intermittently when Complainant tried to accelerate from idle in it. Complainant took the vehicle to Lone Star for repair for the issue on or about June 11, 2018. Complainant testified that he picked up the vehicle from Lone Star on June 25, 2018, after approximately two (2) weeks. Complainant did not receive a loaner vehicle while his vehicle was being repaired. While inspecting the vehicle, Lone Star's technician smelled gas in the vehicle's oil and found that the spark plug was wet.²⁰ The technician felt that the spark plug had gotten wet due to over fueling the vehicle or due to unseated rings.²¹ The technician also removed and inspected the vehicle's throttle body which he indicated was "fine."²² The technician replaced the vehicle's oil, oil filter, and spark plug.²³ The technician indicated that the vehicle's engine continued to intermittently die after the repairs and reached out to Respondent for advice.²⁴ The technician indicated on the repair invoice that Respondent did not reply for his request for help on the issue.²⁵ The vehicle was returned to Complainant and he was charged \$424.72 for the repairs as the Lone Star representative indicated that the work performed was not covered under the vehicle warranty.²⁶ The vehicle's mileage on this occasion was 182 and the usage meter indicated 31 hours of use.²⁷ Complainant testified that he doesn't over fuel the vehicle. In addition, he had no idea why the rings would be unseated.

Complainant stated that the vehicle's engine was still dying intermittently when accelerating from idle. Complainant took the vehicle to Lone Star for repair on February 28, 2019. During this repair visit, the technician found several problems with the vehicle. The technician found oil leaks from the vehicle's input seal on the rear differential.²⁸ The technician determined that the vehicle's fuel injector fixed seat was broken and the fuel pump in the fuel tank was cracked.²⁹

¹⁸ Complainant Ex. 4, Work Order #24195 dated January 25, 2018.

¹⁹ *Id.*

²⁰ Complainant Ex. 5, Work Order #24857A dated June 25, 2018.

²¹ *Id.*

²² *Id.*

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.*

²⁶ *Id.*

²⁷ *Id.*

²⁸ Complainant Ex. 6, Work Order #25902A dated February 28, 2019.

²⁹ *Id.*

The technician replaced the vehicle's fuel injector fixed seat and fuel pump to address the issues.³⁰ These items were covered under the vehicle warranty.

Also during the February 28, 2019, repair visit, the technician addressed the issue of the oil leaks, the vehicle's lack of power (another issue raised by Complainant during this repair visit), and the engine dying.³¹ The technician replaced the vehicle's input seal, O-ring, input nut, and washer on the rear differential and wet clutch assembly.³² In addition, the technician cleaned the vehicle's throttle body and installed differential fluid to the vehicle.³³ The technician indicated on the repair invoice that Respondent declined warranty coverage for the items repaired.³⁴ As a result, Complainant had to pay \$1,844.80 for the repairs.³⁵ The vehicle's mileage on this occasion was 676 and the usage meter indicated 94 hours of use.³⁶ The vehicle was in Lone Star's possession for four (4) months during this repair. Complainant received a loaner vehicle for one (1) month (30 days) while his vehicle was being repaired. He was not provided a loaner for the other three (3) months that the vehicle was in Lone Star's possession.

Complainant did not receive the vehicle back from Lone Star until approximately June 28, 2019. Complainant testified that the vehicle's engine will still die intermittently when he attempts to accelerate from idle. Complainant stated that he had been informed by Lone Star's representatives in the past that he had to use premium fuel in the vehicle and that he had done so since sometime in 2018, after the second repair visit for the vehicle. Complainant did not know the vehicle's useful life.

On August 19, 2019, Complainant wrote a letter to Respondent advising them of his dissatisfaction with the vehicle.³⁷ Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on August 19, 2019.³⁸

During cross-examination, Complainant indicated that he had never used the vehicle to tow anything and that the only things he hauled in it was wire and tools. He uses the vehicle on his farm and does not use it for recreational purposes. Complainant also stated that he has never exceeded the weight limit for the vehicle.

³⁰ *Id.*

³¹ Complainant Ex. 7, Work Order #25902 dated February 28, 2019.

³² *Id.*

³³ *Id.*

³⁴ *Id.*

³⁵ *Id.*

³⁶ *Id.*

³⁷ Complainant Ex. 9, Letter to Hisun Motors Corp. U.S.A. dated August 19, 2019.

³⁸ Complainant Ex. 8, Lemon Law Complaint dated August 19, 2019.

During the inspection performed at the time of hearing, the vehicle died when he attempted to back it up off of the trailer it was on. In addition, the vehicle died when he attempted to accelerate from neutral while in the hearing site's parking lot.

C. Respondent's Evidence and Arguments

Bethany Budgewater, paralegal and Document Control Specialist, testified for Respondent. She testified that she does not have a technical background. She has never seen the vehicle. Ms. Budgewater also stated that the vehicle has never been inspected by any of Respondent's representatives.

Ms. Budgewater stated that once Respondent received the Lemon Law complaint, they obtained copies of all of the repair invoices for the vehicle from Lone Star. Respondent did not contact Complainant to request for an opportunity to perform a final inspection on the vehicle.

Ms. Budgewater testified that the vehicle does require that premium fuel be used for the vehicle's engine to operate optimally. She also stated that Lone Star had never submitted Work Order #25902 to Respondent for approval of the repairs and that they had not denied warranty coverage for the repairs.

Ms. Budgewater indicated that she did not know the vehicle's useful life.

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. Complainant's concern with the vehicle is that the engine will intermittently die when he attempts to accelerate from idle.

The totality of the evidence presented at the hearing established that the vehicle's engine does intermittently die when Complainant attempts to accelerate from idle. The first hand testimony provided by Complainant indicates that the problem continues to occur despite several repair attempts by the dealer's service technicians. This issue was verified during the vehicle inspection that took place on the date of hearing when the engine died twice during the vehicle inspection. As such, the hearings examiner must hold that Complainant has met the burden of persuasion to establish the existence of a defect or nonconformity (the vehicle's engine dying intermittently when the driver attempts to accelerate from idle) in the subject vehicle. The defect or nonconformity with the vehicle substantially impairs the use or market value of the vehicle.

Complainant 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. Complainant presented the vehicle for repair to Respondent's authorized dealer on four (4) separate occasions for repair for the complained of issue prior to the filing of the Lemon Law complaint: November 21, 2017; January 9, 2018; June 25, 2018; and February 28, 2019. 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)(3) provides that for a vehicle that is found to have a nonconformity that substantially impairs the vehicle's use or market value continues to exist, the rebuttable presumption that a reasonable number of repair attempts have been performed can be established if the vehicle has been out of service for a cumulative total of 30 or more days, 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. The evidence presented at the hearing establishes that Complainant has met the requirements of this test since just during the February 28, 2019, repair the vehicle was in the dealer's possession for four (4) months during which Complainant received a loaner vehicle for 30 days. In addition, the vehicle was out of service for 30 days during the November 21, 2017 repair; 16 days during the January 9, 2018 repair, and 14 days during the June 11, 2018 repair. Complainant did not receive a loaner vehicle during any of these repair visits. Despite the repair attempts, the problem continues to exist. As such, Complainant has established that a reasonable number of attempts to repair the vehicle were made by Respondent and the vehicle has not been repaired.

In addition, the evidence presented at the hearing indicates that Complainant provided Respondent with written notice of the defect and a final opportunity to cure the defect. Complainant informed Respondent via letter dated August 19, 2019, of his concerns with the vehicle dying and providing Respondent with an opportunity to cure. Respondent did not contact Complainant to request an opportunity to repair the vehicle.

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, Complainant has met his burden of proof to establish that the vehicle has a warrantable and existing defect or condition which substantially impairs the use or market value of the vehicle. Therefore, the hearings examiner will order Respondent to repurchase the vehicle as requested by Complainant.

Since neither party could testify as to the useful life of the vehicle, the hearings examiner performed an on-line review of different ATV manufacturers several of which determined that the useful life of ATVs can be anywhere from 8,000 miles to 15,000, and sometimes more. The hearings examiner determined that 10,000 miles is near the median mileage for the vehicle's useful life.

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

III. FINDINGS OF FACT

1. James Coyle (Complainant) purchased a new 2018 Hisun Sector 750 on October 16, 2017, from Lone Star Truck & Equipment (Lone Star) located in San Antonio, Texas with mileage of 0 at the time of delivery.
2. The manufacturer or distributor of the vehicle, Hisun Motors Corp., USA (Respondent), issued a new vehicle limited warranty for the vehicle which provides coverage for the first two (2) years of ownership.
3. The vehicle's mileage on the date of hearing was 722 and the vehicle's usage meter indicated that it had 101.6 usage hours.
4. At the time of hearing the vehicle's warranty had expired.
5. Complainant feels that the vehicle has a defect which causes the vehicle's engine to die when accelerating from idle.
6. Complainant took the vehicle for repair to Respondent's authorized dealer, Lone Star, in order to address his concerns with the vehicle on the following dates:
 - a. November 21, 2017, at 79 miles (10 hours of use);
 - b. January 9-25, 2018, at 137 miles (20.9 hours of use);

- c. June 11, 2018 (approximately), at 182 miles (31 hours of use); and
 - d. February 28, 2019, at 676 miles (94 hours of use).
7. On November 21, 2017, Lone Star's service technician replaced the vehicle's oil and oil filter; and removed, cleaned, regapped, and reinstalled the spark plug in order to resolve the issue of the vehicle's engine dying.
 8. During the period from January 9-25, 2018, Lone Star's service technician replaced the vehicle's oil, oil filter, and spark plug and cleaned the vehicle's throttle body in order to address Complainant's concerns about the vehicle's engine dying intermittently when accelerating from idle. Later during the repair visit the vehicle's throttle body was replaced because it was defective.
 9. On June 25, 2018, Lone Star's service technician replaced the vehicle's oil, oil filter, and spark plug because the vehicle's engine continued to intermittently die when he attempted to accelerate from idle. Complainant was charged \$424.72 for the repairs because he was told that they were not covered under the vehicle's warranty.
 10. On February 28, 2019, Lone Star's service technician replaced the vehicle's fuel injector fixed seat and fuel pump to address Complainant's concerns regarding the vehicle.
 11. Also on February 28, 2019, Lone Star's service technician replaced the vehicle's input seal, O-ring, input nut, and washer on the rear differential; added differential fluid; replaced the wet clutch assembly, and cleaned the throttle body. Complainant was charged \$1,844.80 for the repairs because he was told that they were not covered under the vehicle's warranty.
 12. The vehicle was in Lone Star's possession for four (4) months during the February 28, 2019 repair and Complainant was provided with a loaner vehicle for only 30 days of this period.
 13. On March 6, 2019, Complainant mailed a letter to Respondent advising them of his dissatisfaction with the vehicle.
 14. On August 19, 2019, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
 15. Respondent did not contact Complainant to request an opportunity to repair the vehicle.

16. The vehicle’s engine still intermittently dies when the driver is trying to accelerate from idle with the last incidents occurring during the inspection that took place on the hearing date.

17. The appropriate calculations for repurchase are:

Purchase price, including tax, title, license and registration	\$14,330.17
Delivery mileage	0
Mileage at first report of defective condition	79
Mileage on hearing date	722
Useful life determination	10,000

Purchase price, including tax, title, license and registration					\$14,330.17
Mileage at first report of defective condition					79
Less mileage at delivery					<u>0</u>
Unimpaired miles					79
Mileage on hearing date					722
Less mileage at first report of defective condition					<u>-79</u>
Impaired miles					643
Reasonable Allowance for Use Calculations:					
Unimpaired miles					
	<u>79</u>				
	10,000	X		\$14,330.17	= \$113.21
Impaired miles					
	<u>643</u>				
	10,000	X		\$14,330.17	X.5 = <u>\$460.71</u>
Total reasonable allowance for use deduction:					\$573.92
Purchase price, including tax, title, license and registration					\$14,330.17
Less reasonable allowance for use deduction					-\$573.92
Plus filing fee refund					<u>\$35.00</u>
TOTAL REPURCHASE AMOUNT					\$13,791.25

18. On October 3, 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.

19. The hearing in this case convened on February 3, 2020, in San Antonio, Texas before Hearings Examiner Edward Sandoval. James Coyle, Complainant, appeared and represented himself at the hearing. Respondent was represented telephonically by Bethany Budgewater, paralegal and Document Control Specialist. The hearing record closed on February 3, 2020.

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. Complainant's vehicle has an existing defect or condition (the vehicle's engine dying intermittently when the driver attempts to accelerate) that substantially impairs Complainant's use or market value of the vehicle. Tex. Occ. Code § 2301.604(a).
7. After a reasonable number of attempts, Respondent has been unable 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.
8. Based on the above Findings of Fact and Conclusions of Law, Complainant is entitled to relief and repurchase of the 2018 Hisun Sector 750 under Texas Occupations Code § 2301.604(a).

IT IS THEREFORE ORDERED that:

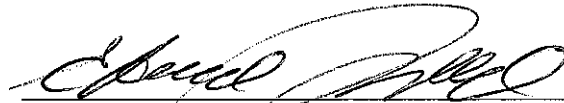
1. Respondent shall accept the return of the vehicle from Complainant. Respondent shall have the right to have its representatives inspect the vehicle upon the return by Complainant. If from the date of the hearing to the date of repurchase the vehicle is substantially damaged or there is an adverse 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. Respondent shall repurchase the subject vehicle in the amount of **\$13,791.25**. The total refund shall be paid to Complainant 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 Complainant. 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, Complainant is 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 Complainant's refusal or inability to deliver the vehicle with clear title, the Office of Administrative Hearings may deem the granted relief rejected by Complainant 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 Complainant's petition for repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 is hereby **GRANTED**. It is further **ORDERED** that Respondent, Hisun Motors Corp., USA, shall repair the warrantable defect (the engine dying when the driver attempts to accelerate from idle) in the reacquired vehicle identified in this Decision.

SIGNED March 2, 2020.



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