

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 20-0009102 CAF**

KRISTIAN and LAZARO RAMIREZ, Complainants	§ § § § § § §	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS
v.		
FORD MOTOR COMPANY, Respondent		

DECISION AND ORDER

Kristian and Lazaro Ramirez (Complainants) seek relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in their new 2019 Ford F-250 XLT. Complainants assert that the vehicle has a defect or nonconformity that has caused an abnormal steering oscillation when driving the vehicle. In addition, Complainants indicated that the vehicle has a faulty fan clutch and that they detect a burning odor after driving the vehicle. Ford Motor Company (Respondent) argued that the vehicle has been repaired, does not have any defects, and that no relief is warranted. The hearings examiner concludes that the vehicle has been repaired, does not have an existing warrantable defect, and Complainants are not eligible for repurchase or replacement 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 telephonically on September 30, 2020, before Hearings Examiner Edward Sandoval. Kristian Ramirez, represented Complainants, Kristian and Lazaro Ramirez, in the hearing. Lazaro Ramirez, co-Complainant; Diannyra Ramirez, Kristian Ramirez’ wife; and David Rocha, Kristian Ramirez’ friend, also testified in the hearing. Anthony Gregory, Consumer Affairs Legal Analyst, represented Respondent, Ford Motor Company, in the hearing. Also present and testifying for Respondent was Sayyed Asad Bashir, Automotive Consultant. The hearing record closed on September 30, 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 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

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

¹ Tex. Occ. Code § 2301.604(a).

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) (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).

B. Complainant's Evidence and Arguments

1. Kristian Ramirez' Testimony

Complainants purchased a new 2019 Ford F-250 XLT from Casa Ford–Lincoln (Casa) in El Paso, Texas on November 3, 2018, with mileage of 451 at the time of delivery.^{9,10} Respondent issued a new vehicle bumper-to-bumper warranty which provides coverage for the vehicle for three (3) years or 36,000 miles from the date of delivery, whichever occurs first. In addition, Respondent provided a powertrain warranty for the vehicle providing coverage for the powertrain for five (5) years or 60,000 miles. The vehicle's mileage on the date of hearing was 16,999. At the time of hearing the vehicle's warranties were still in effect.

Kristian Ramirez testified that he is the primary driver of the vehicle. Mr. Ramirez testified that he test drove the vehicle prior to purchase and did not experience any issues with the vehicle at the time.

Mr. Ramirez stated that in August of 2019, the vehicle's air conditioner started blowing hot air when the vehicle came to a stop. Mr. Ramirez took the vehicle to Casa for repair for the issue on August 21, 2019. Casa's service technician determined that the vehicle had a faulty fan clutch and replaced the fan clutch assembly.¹¹ The vehicle's mileage at the time was 6,568.¹² The vehicle was in the dealer's possession for eight (8) days. Complainants were provided a loaner vehicle while the subject vehicle was being repaired.

Mr. Ramirez testified that in November of 2019 he first experienced what he described as a "death wobble" while driving the vehicle. Mr. Ramirez stated that he was driving the vehicle and following his friend, David Rocha, who was driving his own vehicle. As Mr. Ramirez attempted to merge onto the freeway while driving at approximately 60 to 65 mph, the vehicle started shaking severely. Mr. Ramirez attempted to slow the vehicle's speed, but the shaking would not stop. Mr. Ramirez testified that the vehicle did not stop shaking until it came to a complete stop on the side of the road. Mr. Ramirez stated that the vehicle was shaking so severely that he could not hold onto the vehicle's steering wheel. After the incident, Mr. Ramirez took the vehicle to Casa for repair for the issue on November 14, 2019. Casa's service technician replaced the vehicle's tie rods, steering damper, and caster bushings in order to resolve the concern.¹³ The vehicle's mileage on this occasion was 8,224.¹⁴ The vehicle was in Casa's possession until

⁹ Complainant Ex. 2, Retail Installment Sales Contract dated November 3, 2018.

¹⁰ Complainant Ex. 3, Odometer Disclosure Statement dated November 3, 2018.

¹¹ Complainant Ex. 4, Repair Order dated August 21, 2019.

¹² *Id.*

¹³ Complainant Ex. 5, Repair Order dated November 14, 2019.

¹⁴ *Id.*

December 2, 2019, during this repair visit. Complainants were provided a loaner vehicle while their vehicle was being repaired.

Mr. Ramirez testified that a few days after receiving the vehicle back from Casa, he drove over a bump while driving the vehicle on the freeway and the vehicle started shaking severely. The shaking did not stop until the vehicle came to a complete stop on the side of the road. Mr. Ramirez stated that he took the vehicle to Casa on December 12, 2019, for repair for the shaking/steering oscillation issue, for his concerns regarding a burning odor that could be detected after driving the vehicle, and for the steering wheel being off center. Casa's service technician replaced the vehicle's steering damper with an updated part in order to address the steering oscillation issue.¹⁵ The technician also re-centered the vehicle's steering wheel to address the issue of the steering wheel being off center.¹⁶ The technician indicated that he could not verify the presence of a burning odor after driving the vehicle, so no repair was performed for the issue.¹⁷ The vehicle's mileage on this occasion was 9,056.¹⁸ The vehicle was in Casa's possession for three (3) days during this repair visit. Complainants were provided with a loaner vehicle while the vehicle was being repaired.

Mr. Ramirez testified that he experienced the abnormal steering oscillation again sometime in January or February of 2020. However, he did not take the vehicle to the dealer for repair for the issue. He felt that the issue was repetitive and that the dealer would not be able to repair the issue.

Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on March 18, 2020.¹⁹ On April 1, 2020, Complainants mailed a letter to Respondent advising them that they were dissatisfied with the vehicle.²⁰

Mr. Ramirez testified that after the Lemon Law complaint was filed, Respondent contacted Complainants and requested that they be allowed to perform an inspection of the vehicle. The inspection took place on May 20, 2020, at Casa. Mr. Ramirez testified that the vehicle's steering damper was replaced again.²¹ In addition, the technician determined that the burning odor was a normal characteristic of the vehicle and no repair was performed for the issue.²² The vehicle's mileage at the time of the inspection was 13,156.²³ The vehicle was in Casa's possession for ten

¹⁵ Complainant Ex. 6, Repair Order dated December 12, 2019.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ Complainant Ex. 1, Lemon Law Complaint dated March 18, 2020.

²⁰ Complainant Ex. 7, Letter to Ford Motor Company dated April 1, 2020

²¹ Complainant Ex. 8, Repair Order dated May 20, 2020.

²² *Id.*

²³ *Id.*

(10) days while the inspection and repairs were being performed. Complainants were provided a loaner vehicle while their vehicle was being repaired.

Mr. Ramirez testified that he last experienced the abnormal steering oscillation prior to May of 2020, when the final repair was performed for the issue. The fan clutch/air conditioning issue has not recurred since prior to August of 2019, when the repair was performed for that issue.

2. Lazaro Ramirez' Testimony

Lazaro Ramirez, co-Complainant, testified in the hearing. Mr. Ramirez stated that he sometimes drives the vehicle, but the primary driver is his son, Kristian Ramirez. Mr. Ramirez testified that he has never experienced the abnormal steering oscillation issue when driving the vehicle. In addition, he has not been a passenger in the vehicle when the issue has arisen.

Mr. Ramirez stated that he was aware of the issue with the vehicle's air conditioner and the faulty fan clutch. The issue with the vehicle's air conditioner not working properly has not occurred again since the fan clutch assembly was replaced on August 21, 2019.

Mr. Ramirez verified that he has detected a burning odor from the vehicle after it's been driven. He stated that it has not occurred very often and that he could not recall the last time it occurred.

3. Diannyra Ramirez' Testimony

Diannyra Ramirez, Kristian Ramirez' wife, testified in the hearing. Ms. Ramirez stated that she sometimes drives the vehicle and that she has experienced the abnormal steering oscillation on one occasion in the winter of 2019 or early 2020. Ms. Ramirez stated that she was driving the vehicle on the freeway at approximately 60 to 65 mph. The vehicle hit a bump on the road and the vehicle started shaking severely. Ms. Ramirez stated that she had to pull the vehicle over to the side of the road and come to a complete stop before the shaking stopped.

Ms. Ramirez also testified that she was aware of the issue with the air conditioner not operating correctly. She was in the vehicle when the air conditioner failed to operate. Ms. Ramirez stated that the air conditioner has worked correctly since the issue was repaired on August 21, 2020.

Ms. Ramirez stated that she has detected a burning odor emanating from the vehicle after it's been driven. The first time she smelled the odor she was sitting in the vehicle, as the odor can be detected inside the vehicle. The last time she smelled the odor was approximately two (2) months prior to the hearing date.

Ms. Ramirez stated that the issue of the abnormal steering oscillation has not occurred again since prior to June of 2020. She also stated that she has not been in the vehicle very often recently.

4. David Rocha's Testimony

David Rocha, Kristian Ramirez' friend, testified in the hearing. Mr. Rocha testified that he has observed the vehicle shaking abnormally. Mr. Rocha stated that sometime in 2019, he was driving his personal vehicle and Mr. Ramirez was following him in the subject vehicle. Mr. Rocha observed the vehicle's headlights going up and down through his rear view mirror. Mr. Rocha pulled his vehicle to the side of the road to see if there was a problem and observed that the vehicle was shaking until it came to a complete stop.

C. Respondent's Evidence and Arguments

1. Anthony Gregory's Testimony

Anthony Gregory, Consumer Affairs Legal Analyst, testified for Respondent. Mr. Gregory testified that Respondent has provided a bumper-to-bumper warranty for the vehicle good for three (3) years or 36,000 miles from the date of delivery. In addition, Respondent has provided a five (5) year or 60,000 mile warranty for the vehicle's powertrain and a five (5) year or 100,000 mile warranty for the vehicle's diesel engine.

Mr. Gregory testified that although Complainants indicate that they mailed a notice letter to Respondent, there is no record of the letter having been received. Respondent became aware of Complainants' concerns with the vehicle after having received the Lemon Law complaint from the Department.

Mr. Gregory testified that once Respondent received notice of the complaint, he contacted Complainants to request that Respondent's representative be allowed to inspect the vehicle. Complainants agreed to allow an inspection of the vehicle to take place on May 20, 2020 at Casa. Greg Bartos, Respondent's field service engineer (FSE), performed the inspection virtually due to the Covid-10 national emergency measures which prevented Mr. Bartos from traveling to the vehicle's location. The actual physical inspection was performed by a Casa Senior Master Technician, Ruben Gomez.²⁴ Mr. Bartos prepared a written report of the inspection. In the report, Mr. Bartos indicated that Complainants stated that the last incident of the abnormal steering wheel oscillation had occurred at least two (2) months prior to the inspection.²⁵ Mr. Gomez test drove the vehicle for 20 minutes during the inspection and was unable to recreate the

²⁴ Respondent Ex. 1, Field Service Engineer's Vehicle Inspection Report dated May 20, 2020.

²⁵ *Id.*

concern.²⁶ The vehicle's tires were road force balanced and the left front tire was replaced because it would not meet specifications.²⁷ In addition, the steering damper failed the inspection and was replaced.²⁸ Mr. Bartos indicated that the fan clutch issue had been previously addressed and no repairs were needed for the issue.²⁹ Finally, Mr. Bartos indicated that a "hot metal" odor was observed from the vehicle after driving it and that this was a normal characteristic of the vehicle and its diesel engine.³⁰

Mr. Gregory testified that Respondent's position is that the vehicle has been fully repaired and that repurchase or replacement of the vehicle should not be ordered.

2. Sayyed Asad Bashir's Testimony

Sayyed Asad Bashir, Automotive Technical Consultant, testified for Respondent at the hearing. Mr. Bashir testified that he has worked in the automotive industry since 1999. For the first eight (8) years of his career, Mr. Bashir worked for various independent automotive repair shops. He was hired by Respondent in 2007, as a claims adjuster. In 2009, Mr. Bashir was hired in his present position. He is an Automotive Service Excellence (ASE) Master Certified Technician and is enrolled in Respondent's senior master technician certification program.

Mr. Bashir testified that he has not inspected nor seen the vehicle. He stated that abnormal steering oscillation can occur with some of Respondent's vehicles. The issue occurs with vehicles that have a solid front axle with coil springs. The steering damper is critical for dampening abnormal steering oscillations. Mr. Bashir stated that Respondent has had an issue with the steering dampers provided by their supplier. Some steering dampers that were originally on some vehicles had to be replaced. That was the case with Complainants' vehicle. Mr. Bashir feels that the steering oscillation issue was resolved with the replacement of the steering damper on May 20, 2020.

Mr. Bashir also stated that the burning odor detected by Complainants is normal and is described in the vehicle's owner's manual. The odor is a result of the diesel engine regenerating.

E. 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

²⁶ *Id.*

²⁷ *Id.*

²⁸ *Id.*

²⁹ *Id.*

³⁰ *Id.*

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.

1. Fan Clutch Issue

Complainants experienced an issue where the vehicle's air conditioner was not operating correctly and was blowing hot air. This occurred in August of 2019. The vehicle was taken to Casa for repair for the issue on August 21, 2019, at which time it was determined that the issue was caused by a faulty fan clutch which was replaced by Casa's service technician. The issue did not occur again after the repair performed on August 21, 2019. 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.³¹ As such, the hearings examiner must hold that the fan clutch issue has been repaired and does not provide grounds to order repurchase or replacement of the vehicle.

2. Abnormal Steering Oscillation Issue

Complainants raised the issue of abnormal steering oscillation which they described as a "death wobble." The evidence establishes that Respondent's authorized dealer performed repairs for the issue on November 14, 2019; December 12, 2019; and May 20, 2020. The evidence indicates that Complainants have not experienced the steering oscillation issue since prior to the May 20, 2020 repair at which time the steering wheel damper was replaced. As indicated above, 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.³² In the present case, the evidence reveals that the vehicle has been fully repaired and that it currently conforms to the manufacturer's warranty. Therefore, the hearings examiner finds that

³¹ Tex. Occ. Code § 2301.605.

³² *Id.*

there is no defect with the vehicle that has not been repaired and, as such, repurchase or replacement relief for Complainants is not warranted.

3. Burning Odor Issue

Complainants state that they detect a burning odor from the vehicle after driving it for a period of time. The evidence presented at hearing indicates that this is a normal operating characteristic of the vehicle. As such, this issue does not provide grounds to order repurchase or replacement of the vehicle as it is not the result of a manufacturing defect in the vehicle.

Respondent's new vehicle bumper-to-bumper 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 16,999 and the vehicle remains covered under the warranties. As such, Respondent is still under an obligation to repair the vehicle whenever there is a problem covered by the warranties.

Complainants' request for repurchase or replacement relief is denied.

III. FINDINGS OF FACT

1. Kristian and Lazaro Ramirez (Complainants) purchased a new 2019 Ford F-250 XLT on November 3, 2018, from Casa Ford–Lincoln (Casa) in El Paso, Texas, with mileage of 451 at the time of delivery.
2. The manufacturer or distributor of the vehicle, Ford Motor Company (Respondent), issued a new vehicle bumper-to-bumper warranty for the vehicle providing coverage for three (3) years or 36,000 miles, whichever comes first, from the date of delivery and a powertrain warranty providing coverage for the vehicle's powertrain for five years (5) or 60,000 miles.
3. The vehicle's mileage on the date of hearing was 16,099.
4. At the time of hearing the vehicle's warranties were still in effect.
5. Since purchasing the vehicle, Complainants have experienced incidents of abnormal steering oscillation when driving the vehicle, causing a "death wobble."
6. Complainants have also noticed a burning odor from the vehicle and had a problem with the vehicle's air conditioner not working correctly and blowing hot air.

7. Complainants took the vehicle to Respondent's authorized dealer, Casa, for repair for the issues described in Findings of Fact #5 and #6 on the following dates:
 - a. August 21, 2019, at 6,568 miles;
 - b. November 14, 2019, at 8,224 miles; and
 - c. December 12, 2019, at 9,056 miles.
8. On August 21, 2019, Casa's service technician replaced the vehicle's fan clutch assembly in order to address the issue of the vehicle's air conditioner not working correctly and blowing hot air.
9. Complainants have not had any other issues with the vehicle's air conditioning system since the repair performed in Findings of Fact #8.
10. On November 14, 2019, Casa's service technician replaced the vehicle's tie rods, steering damper, and caster bushings in order to address the issue of the abnormal steering oscillation.
11. On December 12, 2019, Casa's service technician replaced the vehicle's steering damper with an updated part in order to address the issue of the abnormal steering oscillation.
12. Also, on December 12, 2019, Casa's service technician re-centered the vehicle's steering wheel which was off center. The service technician could not verify a burning smell from the vehicle at the time of the repair, so no repair was performed for the burning odor issue.
13. On March 18, 2020, Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
14. On April 1, 2020, Complainants mailed a letter to Respondent advising them that they were dissatisfied with the vehicle.
15. On May 20, 2020, Respondent's field service engineer, Greg Bartos, performed a virtual final inspection and repair attempt on the vehicle which was located at Casa. The vehicle's mileage at the time was 13,156.
16. During the repair visit described in Findings of Fact #15, Casa's service technician was not able to duplicate the steering oscillation issue. However, the FSE decided to have the technician replace the vehicle's steering damper as the damper on the vehicle did not pass inspection.

17. Also during the repair visit described in Findings of Fact #15, the technician determined that the burning odor complained of by Complainants was a normal characteristic of the diesel engine, so no repair was performed for the issue.
18. The issue with the abnormal steering oscillation has not occurred since prior to the May 20, 2020 final inspection and repair attempt.
19. On June 29, 2020, 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 telephonically on September 30, 2020, before Hearings Examiner Edward Sandoval. Kristian Ramirez, represented Complainants, Kristian and Lazaro Ramirez, in the hearing. Lazaro Ramirez, co-Complainant; Diannyra Ramirez, Kristian Ramirez' wife; and David Rocha, Kristian Ramirez' friend, also testified in the hearing. Anthony Gregory, Consumer Affairs Legal Analyst, represented Respondent, Ford Motor Company, in the hearing. Also present and testifying for Respondent was Sayyed Asad Bashir, Automotive Consultant. The hearing record closed on September 30, 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. 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 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. 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.
8. Complainants' vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604.

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 §§ 2301.601-2301.613 is hereby **DISMISSED**.

SIGNED November 5, 2020



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