

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 21-0005598 CAF**

**TERESA DONCH,
Complainant**

v.

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

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**BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS**

DECISION AND ORDER

Teresa Donch (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in her 2019 Nissan Rogue. Complainant asserts that the vehicle is defective because there is noise and vibration from the front of the vehicle. Nissan North America, Inc. (Respondent) argued that the vehicle does not have a defect or nonconformity and that no relief is warranted. The hearings examiner concludes that the vehicle does not have an existing warrantable defect or nonconformity and Complainant is not eligible for 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 June 23, 2021, in San Antonio, Texas before Hearings Examiner Edward Sandoval. Teresa Donch, Complainant, appeared and represented herself at the hearing. Also present was Complainant’s daughter, Lori Sear. Nissan North America, Inc., Respondent, was represented by Keaton Tillman, Arbitration Specialist. The hearing record closed on June 23, 2021.

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 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

B. Complainant’s Evidence and Arguments

Complainant purchased a new 2019 Nissan Rogue from Nissan of Boerne (NOB) located in Boerne, Texas on April 19, 2019, with mileage of 15 at the time of delivery.⁹ Respondent provided a new vehicle limited warranty for the vehicle which provides coverage for three (3) years or 36,000 miles. In addition, Respondent provided a powertrain warranty providing

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).

⁹ Complainant Ex. 3, Vehicle Purchase Order dated April 19, 2019.

coverage for the vehicle's powertrain for five (5) years or 60,000 miles. On the date of hearing the vehicle's mileage was 23,449. At the time of hearing Respondent's warranties were still in effect.

Complainant testified that she feels that the vehicle is defective because she has heard noise and vibration from the front of the vehicle when driving it. At the time of hearing, she was also hearing a wind noise from the rear of the vehicle.

Complainant test drove the vehicle prior to purchasing it. Complainant did not notice anything unusual or hear any unusual noises from the vehicle during the test drive.

A few months after purchasing the vehicle, Complainant began to hear a "crackling" sound from the front of the vehicle when making a right turn. She took the vehicle to NOB for repair for the noise issue on August 12, 2019. The service technician inspected the vehicle's alignment and determined that it was within specifications.¹⁰ The vehicle's mileage on this occasion was 5,200.¹¹

Complainant stated that she continued to hear an unusual noise from the front of the vehicle. She took the vehicle to Ancira Nissan (Ancira) located in San Antonio, Texas for repair for the noise issue on October 22, 2019. Ancira's service technician was informed that there were two (2) noise issues: a "purring" sound coming from the front of the vehicle when the AC was turned off and a squeaking noise from the vehicle's brake pedal.¹² The technician verified hearing the "purring" sound when the AC was off and the engine was idling.¹³ The technician secured an air intake tube which had not been secured properly in order to address the "purring" noise issue.¹⁴ In addition, the technician put felt tape around the interlocking joints of the tube.¹⁵ The technician also verified a squeaking noise coming from the vehicle's brake pedal and replaced the vehicle's brake booster which had an internal failure.¹⁶ The vehicle's mileage when Complainant took it for repair on this occasion was 7,719.¹⁷ The vehicle was in the dealer's possession for one (1) day. Complainant was provided a loaner vehicle while her vehicle was being repaired.

¹⁰ Complainant Ex. 4, Repair Order dated August 12, 2019.

¹¹ *Id.*

¹² Complainant Ex. 5, Repair Order dated October 22, 2019.

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.*

Complainant testified that she did not hear the “purring” noise from the vehicle once she got it back from Ancira. However, she continued to hear the “crackling” noise when she made a right turn in the vehicle. She did not mention the “crackling” noise to Ancira’s service advisor when she took the vehicle for repair on October 22. Complainant took the vehicle to NOB for repair on July 16, 2020. Complainant again complained about two (2) different noises from the vehicle: a noise from the front of the vehicle when the AC was turned on and the “crackling” noise when making a right hand turn in the vehicle.¹⁸ NOB’s service technician test drove the vehicle and verified a “noise vibration” sound when the engine was at 1700 rpm’s.¹⁹ The technician replaced two (2) vacuum lines for the “noise vibration” issue.²⁰ In addition, the technician replaced both front strut insulators in order to repair the issue regarding the “crackling” noise.²¹ The vehicle’s mileage at the time was 15,053.²² The vehicle was in NOB’s possession for fifteen (15) days during this repair visit. Complainant was provided with a loaner vehicle while her vehicle was being repaired.

Complainant testified that she did not hear the vehicle emitting any unusual noise after the July 16 repair. However, after a couple of weeks she began to again hear the “crackling” noise when turning in the vehicle. Complainant took the vehicle back to NOB for repair for the issue on September 2, 2020. NOB’s service technician determined that the strut mount bushing was defective which was causing the spring to make a “popping” noise.²³ The technician replaced the vehicle’s upper mount in order to address the issue.²⁴ The vehicle’s mileage on this occasion was 15,891.²⁵ The vehicle was in NOB’s possession for one (1) day during this repair visit. Complainant was not provided with a loaner vehicle at the time.

Complainant testified that she longer heard the “crackling” sound when making a turn in the vehicle after the repair. However, Complainant began to hear a “rattling” noise from the vehicle’s dashboard. As a result, Complainant took the vehicle to NOB for repair for the issue on October 19, 2020. On this occasion, NOB’s service technician determined that the “rattling” noise was coming from the vehicle’s sunglass holder.²⁶ No repair was done at the time. The vehicle’s mileage at the time Complainant took it for repair on this occasion was 17,938.²⁷ The vehicle was in NOB’s possession for one (1) day on this occasion. Complainant was not provided with a loaner vehicle during this repair visit.

¹⁸ Complainant Ex. 6, Repair Order dated July 16, 2020.

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

²³ Complainant Ex. 7, Repair Order dated September 2, 2020.

²⁴ *Id.*

²⁵ *Id.*

²⁶ Complainant Ex. 8, Repair Order dated October 19, 2020.

²⁷ *Id.*

Complainant began to hear a “gurgling” noise from behind the vehicle’s radio and the “crackling” noise when making a turn in the vehicle returned. She took the vehicle to Ingram Park Nissan (IPAC) located in San Antonio for repair on November 10, 2020. IPAC’s service technician felt that the “gurgling” noise was being caused by coolant flowing through the vehicle’s heater core which is normal for Respondent’s vehicles.²⁸ The technician was able to verify a “popping” sound from the front right side of the vehicle when making a turn.²⁹ The technician replaced the vehicle’s right strut, mount and bearing in order to resolve the issue.³⁰ In addition, the technician replaced a missing brake line clip at the same time.³¹ The vehicle’s mileage on this occasion was 18,156.³² The vehicle was in IPAC’s possession for three (3) days on this occasion. Complainant was provided a loaner vehicle at the time.

Complainant took the vehicle back to IPAC for repair on November 16, 2020, because she was hearing a “rattling” noise from behind the vehicle’s dashboard. IPAC’s service technician verified hearing a noise from the between the vehicle’s firewall and HVAC box.³³ The technician replaced the vehicle’s HVAC box since this was the area where the noise was loudest.³⁴ The vehicle’s mileage at the time was 18,210.³⁵ The vehicle was in IPAC’s possession for three (3) days on this occasion. Complainant received a loaner vehicle while her vehicle was being repaired.

Complainant stated that she continued to hear a noise from the front of the vehicle. She took the vehicle to IPAC for repair for the issue on December 29, 2020. IPAC’s service technician initially could not duplicate the noise, but after further investigation he heard a “ticking” noise from the engine.³⁶ After discussing the matter with Respondent’s technicians, IPAC’s service technician replaced the vehicle’s camshafts in order to resolve the issue of the “ticking” noise.³⁷ After the camshafts were replaced, the vehicle would not start.³⁸ The technician found that the intake cam was missing a tooth on the camshaft signal ring and the camshafts were replaced again.³⁹ The vehicle’s mileage on this occasion was 19,591.⁴⁰ The vehicle was in IPAC’s

²⁸ Complainant Ex. 9, Repair Order date November 10, 2020.

²⁹ *Id.*

³⁰ *Id.*

³¹ *Id.*

³² *Id.*

³³ Complainant Ex. 10, Repair Order dated November 16, 2020.

³⁴ *Id.*

³⁵ *Id.*

³⁶ Complainant Ex. 11, Repair Order dated December 29, 2020.

³⁷ *Id.*

³⁸ *Id.*

³⁹ *Id.*

⁴⁰ *Id.*

possession for 29 days. Complainant received a loaner vehicle beginning January 2, 2021, during this repair visit.

Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles on January 27, 2021.⁴¹ On January 27, 2021, Complainant mailed a letter to Respondent informing them of her dissatisfaction with the vehicle.⁴²

Keaton Tillman, Arbitration Specialist for Respondent, contacted Complainant after she filed the Lemon Law complaint. Mr. Tillman asked Complainant if she would allow Respondent's technician, Rafael Maridueno, to inspect the vehicle. Complainant agreed to the inspection which took place on February 23, 2021, at IPAC. Complainant could not recall telling Mr. Maridueno at the time that the vehicle had been repaired and that she was concerned about future possible issues occurring with the vehicle.

Complainant took the vehicle to IPAC for repair on March 2, 2021, because she was hearing a rattle from the vehicle's radio area when the AC was turned on.⁴³ IPAC's technician was unable to hear any abnormal noise in the vehicle at the time and performed no repair.⁴⁴ The vehicle's mileage was 20,459 on this occasion.⁴⁵ The vehicle was in IPAC's possession for one (1) day for this repair. Complainant was not provided a loaner vehicle at the time.

On May 5, 2021, Complainant took the vehicle to IPAC for repair because she was hearing a wind noise from the back of the vehicle and a noise coming from the front center of the vehicle's dashboard.⁴⁶ IPAC's service technician and shop foreman test drove the vehicle and neither of them were able to hear any abnormal noises from the vehicle.⁴⁷ Since the issues could not be duplicated, no repairs were performed.⁴⁸ The vehicle's mileage at the time was 22,105.⁴⁹ The vehicle was in IPAC's possession for one (1) day. Complainant was not provided a loaner vehicle on this occasion.

Complainant testified that she currently hears a wind noise coming from the rear of the vehicle when she's driving 30 mph or faster. She also hears a rattling noise from the vehicle's dashboard area. Complainant no longer hears the "crackling" noise from the front of the vehicle when making a turn.

⁴¹ Complainant Ex. 1, Lemon Law Complaint. Complainant dated January 27, 2021.

⁴² Complainant Ex. 2, Letter to Nissan North America, Inc. dated January 27, 2021.

⁴³ Complainant Ex. 15, Repair Order dated March 2, 2021.

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ Complainant Ex 13, Repair Order dated May 5, 2021.

⁴⁷ *Id.*

⁴⁸ *Id.*

⁴⁹ *Id.*

C. Respondent's Evidence and Arguments

Keaton Tillman, Arbitration Specialist, testified for Respondent.

Mr. Tillman stated that he has never personally seen Complainant's vehicle. However, he did speak to Complainant about the vehicle in February of 2021. Mr. Tillman stated that when he spoke to Complainant, she indicated that she still had concerns about a rattling noise from the front of the vehicle and a vibration from the vehicle's motor. Complainant agreed to allow Respondent a final inspection and repair attempt on the vehicle, which was scheduled for February 23, 2021, at IPAC.

Respondent's dealer technical specialist (DTS), Rafael Mariduena, performed the inspection and final repair attempt as scheduled. Mr. Tillman testified that Mr. Mariduena inspected the vehicle and did not find any issues with it. Mr. Mariduena indicated on the inspection report that the "Customer said everything is fixed at the moment, but she thinks that there will be problems in the future, and she does not want to be responsible for any future problems."⁵⁰

Mr. Tillman also testified that Complainant's vehicle spent 43 days at the dealers' locations being repaired and that she received alternate transportation for 34 of those days.

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.

Complainant's concern as indicated on the Lemon Law complaint was that there was a "loud sound and vibration from the motor area" of the vehicle.⁵¹ Some noises were verified by the dealers' service technicians, and the technicians performed repairs for those items they could identify. Complainant now indicates that she's hearing a noise from the front of the vehicle

⁵⁰ Respondent Ex. 1, Teresa Donch TxDMV DTS Inspection dated February 23, 2021.

⁵¹ Complainant Ex. 1, Lemon Law Complaint dated January 27, 2021.

behind the radio and a wind noise from the rear of the vehicle.

There is no doubt that Complainant does hear a noise when driving the vehicle. (Although during the test drive, the hearings examiner did not hear any abnormal noises in the vehicle.). However, the presence of a noise is insufficient to prove the existence of a warrantable defect in a vehicle. There has to be a relationship between the complained of noise and a warrantable defect or nonconformity in the vehicle, or alternatively, that a warrantable defect or nonconformity is the source of the complained of noise. It is understandable that the noise can be annoying and/or concerning, and Complainant testified as much. However, the noise, in and of itself, does not create a serious safety hazard as defined in Section 2301.601(4) of the Texas Occupations Code. It's not a life-threatening malfunction or nonconformity that substantially impedes Complainant's ability to control or operate the vehicle and it does not create substantial risk of fire or explosion.

In addition, the noise does not *substantially* impair the use or market value of the vehicle. If Complainant were to trade in the vehicle or attempt to sell it to another party, it's questionable that the noise would affect the purchase price, since most people would not even notice it.

Therefore, the hearings examiner finds that there is no defect with the vehicle as defined in the Occupations Code and, as such, repurchase or replacement relief for Complainant is not warranted.

On the date of hearing, the vehicle's mileage was 23,449 and it remains under warranty. As such, Respondent is still under an obligation to repair the vehicle whenever there is a problem covered by the vehicle's warranty.

Complainant's request for repurchase or replacement relief is denied.

III. FINDINGS OF FACT

1. Teresa Donch (Complainant) purchased a new 2019 Nissan Rogue on April 19, 2019, from Nissan of Boerne (NOB) located in Boerne, Texas, with mileage of 15 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 providing 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 23,449.
4. Respondent's warranties were still in effect at the time of hearing.
5. Complainant has heard abnormal noise, vibration, and rattling from the front of the vehicle. In addition, she hears a wind noise from the rear of the vehicle.
6. Prior to filing her Lemon Law complaint, Complainant took the vehicle to Respondent's authorized dealers, NOB, Ancira Nissan (Ancira) and Ingram Park Nissan (IPAC) (the last two are located in San Antonio), on the following dates in order to address her concerns regarding the noises, vibration, and rattling she hears from the vehicle:
 - a. August 12, 2019, at 5,200 miles;
 - b. October 22, 2019, at 7,719 miles;
 - c. July 16, 2020, at 15,053 miles;
 - d. September 2, 2020, at 15,891 miles;
 - e. October 19, 2020, at 17,938 miles;
 - f. November 10, 2020, at 18,156 miles;
 - g. November 16, 2020, at 18,210 miles; and
 - h. December 29, 2020, at 19,591 miles.
7. On August 12, 2019, NOB's service technician checked the vehicle's alignment and determined that it was within specifications.
8. On October 22, 2019, Ancira's service technician verified hearing a noise while the AC was off and the engine idling.
9. During the repair visit described in Findings of Fact #8, the technician secured an air intake tube which had not been secured properly in order to address the issue. In addition, the technician put felt tape around the interlocking joints of the tube.

10. Also, during the repair visit described in Findings of Fact #8, the technician verified a squeaking noise coming from the vehicle's brake pedal and replaced the vehicle's brake booster which had an internal failure.
11. On July 16, 2020, NOB's service technician verified two (2) noises from the front of the vehicle: a "noise vibration" from the front of the vehicle when the engine was hitting 1700 rpm's and a "crackling" noise from the right front of the vehicle when making a turn.
12. During the repair visit described in Findings of Fact #11, the technician performed two (2) different repairs. He replaced two (2) vacuum lines for the "noise vibration" and both front strut insulators for the "crackling" noise heard when making a turn in the vehicle.
13. On September 2, 2020, NOB's service technician determined that a strut mount bushing was defective and replaced the upper mount in order to address an issue of a noise occurring from the right front side of the vehicle when turning in either direction.
14. On October 19, 2020, NOB's service technician determined that a "rattling" noise from the front of the vehicle was from the vehicle's sunglass holder.
15. On November 10, 2020, IPAC's service technician verified a "popping" noise from the right front side of the vehicle when turning. He replaced the vehicle's right strut, mount, bearing and a missing brake line clip in order to resolve the issue.
16. Also, on November 10, 2020, Complainant indicated that she was hearing a "gurgling" noise from the radio area. The technician felt that Complainant was hearing coolant flowing through the vehicle's heart core which can create a noise and that this was normal for the vehicle.
17. On November 16, 2020, IPAC's service technician replaced the vehicle's HVAC box in order to address the issue of a "rattling" noise coming from the vehicle's dashboard area.
18. On December 29, 2020, IPAC's service technician replaced the vehicle's camshaft in order to resolve an issue with a ticking noise being heard from the vehicle's engine, although Complainant had initially indicated that the noise was from the left front dashboard area.
19. On January 27, 2021, Complainant mailed a letter to Nissan North America, Inc. notifying them of her dissatisfaction with the vehicle.

20. On January 27, 2021, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
21. On March 2, 2021, Complainant took the vehicle to IPAC for repair because she was hearing a rattling noise from the area of the vehicle where the radio is located. The vehicle's mileage on this occasion was 22,105.
22. During the repair visit described in Findings of Fact # 21, IPAC's service technician was not able to duplicate the issue. No repair was performed at the time.
23. On May 5, 2021, Complainant took the vehicle to IPAC for repair because she was hearing wind noise from the rear passenger side window and a noise from the front center dashboard area. The vehicle's mileage was 22,105 on this occasion.
24. During the repair visit described in Findings of Fact #23, the service technician and shop foreman drove the vehicle and were unable to hear any abnormal noise from the vehicle. No repair was performed at the time.
25. Complainant still hears a wind noise from the back of the vehicle. In addition, she still hears a noise from the front of the vehicle from behind the radio.
26. On April 23, 2021, 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.
27. The hearing in this case convened on June 23, 2021, in San Antonio, Texas before Hearings Examiner Edward Sandoval. Teresa Donch, Complainant, appeared and represented herself at the hearing. Also present was Complainant's daughter, Lori Sear. Nissan North America, Inc., Respondent, was represented by Keaton Tillman, Arbitration Specialist. The hearing record closed on June 23, 2021.

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 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. Complainant's 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 Complainant's petition for replacement or repurchase relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 is hereby **DISMISSED**.

SIGNED July 14, 2021.

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

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