

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 14-0227 CAF**

**MATTHEW KUBASTA,  
Complainant**

v.

**GENERAL MOTORS LLC,  
Respondent**

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**BEFORE THE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Mathew Kubasta (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-.613 (Lemon Law) for alleged defects in his 2012 Chevrolet Colorado. Complainant asserts that the vehicle was not painted properly, that there is a problem with the vehicle's transmission, that the vehicle does not achieve the fuel economy advertised, and that the vehicle's seat cover wrinkles. General Motors LLC (Respondent) argued that there are no defects with the vehicle and that it is operating appropriately. The hearings examiner concludes that the vehicle does not have an existing warrantable defect, 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 and closed on August 12, 2014, in Austin, Texas before Hearings Examiner Edward Sandoval. Complainant represented himself at the hearing. Respondent was represented by Kevin Phillips, Business Resource Manager. Also present at the hearing for Respondent were Kevin Brown, Field Service Engineer, and Gary Gurley, District Manager.

**II. DISCUSSION**

**A. Applicable Law**

The Texas Lemon Law provides that a manufacturer of a motor vehicle must repurchase or replace a vehicle complained of under the Texas Occupations Code with a comparable vehicle if five conditions are met. First, the manufacturer has not conformed the vehicle to an applicable express warranty because the manufacturer cannot repair or correct a defect or condition in the vehicle. Second, the defect or condition in the vehicle creates a serious safety hazard or substantially impairs the use or market value of the vehicle. Third, the manufacturer has been given a reasonable number of attempts to repair or correct the defect or condition.<sup>1</sup> Fourth, the owner must have mailed written notice of the alleged defect or nonconformity to the

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<sup>1</sup> Tex. Occ. Code § 2301.604(a)(1) and (2).

manufacturer.<sup>2</sup> Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.<sup>3</sup>

In addition to the five 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 and: (1) two of the repair attempts were made in the 12 months or 12,000 miles, whichever comes first, following the date of original delivery to the owner; and (2) the other two repair attempts were made in the 12 months or 12,000 miles, whichever comes first, immediately following the date of the second repair attempt.<sup>4</sup>

### **B. Complainant's Evidence and Arguments**

Complainant purchased a 2012 Chevrolet Colorado from El Dorado Motors, Inc. in McKinney, Texas on December 19, 2012, with mileage of 25 at the time of delivery.<sup>5</sup> On the date of hearing the vehicle's mileage was 31,080. At this time, Respondent's warranty coverage for the vehicle remains in place, with "bumper to bumper" coverage for three years or 36,000 miles, whichever comes first. In addition, Respondent's powertrain warranty provides for coverage for the powertrain for five years or 100,000 miles.<sup>6</sup>

Complainant testified that he first noticed an issue with the paint on his new vehicle in January of 2013, a few weeks after he purchased it. He felt that it looked like the truck had been painted before, since there were paint lines on the inside driver's door and "runs in the paint." In addition, there was a small flaw on the rear passenger's side door which may have been debris under the paint. On February 27, 2013, Complainant took the vehicle to El Dorado Motors to install a LoJack theft tracking device. At the same time, Complainant advised the service advisor that there was a clunking noise in the steering column and his concern with the paint issues. The power steering gear assembly was replaced in order to deal with the sound in the steering column. In addition, the paint issues were verified and the service advisor indicated to

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<sup>2</sup> Tex. Occ. Code § 2301.606(c)(1).

<sup>3</sup> Tex. Occ. Code § 2301.606(c)(2).

<sup>4</sup> Tex. Occ. Code § 2301.605(a)(1)(A) and (B). Texas Occupations Code § 2301.605(a)(2) and (a)(3) provide alternative methods 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. However, § 2301.605(a)(2) applies only to a nonconformity that creates a serious safety hazard, and § 2301.605(a)(3) 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.

<sup>5</sup> Complainant Exs. 1 & 2, Motor Vehicle Retail Installment Agreement, Odometer Disclosure Statement. (Complainant alleges that the mileage for the vehicle at time of delivery was 140. However, the Retail Installment Agreement and the odometer statement signed by Complainant indicate mileage of 25.)

<sup>6</sup> Respondent Ex. 4, New Vehicle Limited Warranty.

Complainant that the door would have to be repainted.<sup>7</sup> However, the claimant could not leave his vehicle at the dealership for more than a day because he was in the process of moving to the Austin area. As a result, the door could not be repainted. The vehicle was in the dealership for approximately a day and a half during this visit. The vehicle's mileage when he took it to the dealership was 2,714. The dealer provided Complainant with a loaner vehicle while his vehicle was being repaired.

On April 2, 2013, Complainant took the vehicle to a dealership (AutoNation Chevrolet, West Austin) in order to repair the steering column due to a knocking sound coming from that area of the vehicle. In addition, Complainant advised the service adviser of the issues with the paint on the vehicle. The intermediate steering shaft was replaced in order to deal with the knocking sound. However, no work was done to address the paint issue.<sup>8</sup> The service adviser at AutoNation informed Complainant that the door had been painted before and so the dealership was not going to do anything about the issue. Complainant was provided with a loaner vehicle during this visit. The mileage on the vehicle when he took it to the dealership on this occasion was 3,822. The vehicle was returned to Complainant on April 8, 2013.

On June 17, 2013, Complainant took the vehicle to Henna Chevrolet/Isuzu in Austin, Texas. Complainant informed the service adviser during this trip that the vehicle was experiencing shifting issues and that the "Check Engine" light had illuminated. It was determined that the torque converter was not locking up and the solenoid was erratic. The internal torque converter harness and solenoid assembly were replaced at this time.<sup>9</sup> The vehicle was returned to Complainant the same day. No mention of any paint issues was made during this visit to the dealership. The vehicle's mileage when he took it to Henna Chevrolet/Isuzu was 6,903. During this period of time, Complainant was provided with a loaner vehicle.

On July 16, 2013, Complainant again took the vehicle to Henna Chevrolet/Isuzu because he felt that the transmission was not shifting properly and that the vehicle's fuel mileage had decreased over the prior month. The vehicle was left with the dealer on July 16, 2013 and was returned to Complainant on July 23, 2013. Complainant was provided with a loaner vehicle during this period of time. The mileage on the vehicle on July 16, 2013 was 8,495. In addition, an oil change was performed on the vehicle and Complainant pointed out his dissatisfaction with the paint job on the vehicle. During this visit, in order to address the fuel mileage issue, the service technician reprogrammed the Engine Control Module (ECM). In addition, a diagnostics test was performed on the transmission to ensure that it was performing properly. However, no trouble

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<sup>7</sup> Complainant Ex. 3, Repair Order dated February 26, 2013.

<sup>8</sup> Complainant Ex. 4, Repair Order dated April 2, 2013.

<sup>9</sup> Complainant Ex. 5, Repair Order dated June 17, 2013.

codes were discovered.<sup>10</sup> Also, the service adviser, Ryan Holder, informed Complainant that nothing was going to be done regarding the vehicle's paint job, as it was determined that there was no issue with it.

At the end of July of 2013, Complainant contacted Respondent's customer support department. A representative of the department contacted Henna Chevrolet/Isuzu and informed them that something probably should be done to alleviate the issue with the vehicle's paint job.

On August 26, 2013, Complainant again took his vehicle to Henna Chevrolet/Isuzu in Austin, Texas. On this occasion, Complainant informed the service adviser that the vehicle was obtaining poor fuel mileage (about 18 miles per gallon), that the transmission did not feel like it was shifting properly, that the driver side seat cover was wrinkling, and that the paint issue needed to be addressed. The mileage on the vehicle on this visit was 10,629. The vehicle was kept by the dealer's service technician until August 30, 2013. Complainant was provided with a loaner vehicle during this visit. The service technician performed a diagnostic test on the vehicle to determine if there were any trouble codes for the fuel mileage and transmission issues. None were found and so no repairs were performed for these issues. The seat cover was inspected and it was determined that the cover was not defective and that some slight wrinkling could be expected. Also, according to the repair order, Complainant did not allow the dealership to deal with the paint issue on the vehicle, advising them that he would return later for the paint work to be performed.<sup>11</sup> Complainant felt that he could not leave his vehicle with the dealer any longer because he is not supposed to drive an unmodified vehicle due to his physical condition.

Complainant has not taken the vehicle in for repairs since August of 2013, because he feels that he cannot leave the vehicle at the dealership for extended periods of time, due to the fact that he is not supposed to drive unmodified vehicles. However, after Complainant filed the Lemon Law complaint, the car was inspected by Respondent on June 16, 2014, where it was determined that the vehicle was getting about 27 miles per gallon. The best mileage that Complainant has ever been able to achieve in the vehicle was 20.8 miles per gallon, even though the fuel estimate for this type of vehicle is 25 miles per gallon on the highway.

During cross examination, Complainant verified that the vehicle had been taken to a dealership four times since the vehicle was purchased for the paint issues, three times for transmission issues, two times for fuel mileage issues and one time for the seat cover issue. This did not count the June 16, 2014, inspection by the Respondent. Complainant also stated that the vehicle in question had never stalled during his possession nor had it been necessary to have it towed. In addition, Complainant testified that an after-market item had been added to the vehicle. The

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<sup>10</sup> Complainant Ex. 6, Repair Order dated July 16, 2013.

<sup>11</sup> Complainant Ex. 7, Repair Order dated August 26, 2013.

after-market item is a hand brake which was installed by Advanced Mobility. The item is necessary due to the fact that Complainant has a restricted license due to his disability and is prohibited from driving a non-modified vehicle. Complainant also stated that the transmission issues complained of were a serious safety hazard and warranted relief.

### **C. Respondent's Evidence and Arguments**

Kevin Brown, Field Service Engineer, has worked for 17 years as service technician for GM. He is GM World Class Certified, Master Certified, and ASC Master Certified.

Mr. Brown inspected Complainant's vehicle on June 16, 2014. At the time, the mileage on the vehicle was 27,822. Mr. Brown inspected the vehicle's exterior painted body panels and doors, engine and transmission control modules for codes stored, engine and data transmission parameters, and the wheels and tires. Mr. Brown inspected the vehicle along with Mr. Gurley and Eddie Wallace, Henna Chevrolet's service director. Complainant notified Mr. Brown, Mr. Gurley, and Mr. Wallace of his concerns with the vehicle, i.e. paint issues, transmission concerns, low gas mileage, and lack of power on acceleration. Complainant informed Mr. Brown that he could not leave the vehicle for inspection for more than two hours because he had another appointment he needed to attend that day. Mr. Brown was able to verify the paint concerns on the interior of the front driver's side door. In addition, he was able to verify that there appeared to be debris on the exterior of the rear passenger's side door. However, due to the time constraints imposed by Complainant, the paint thickness on the vehicle could not be inspected to see if other paint work had been performed after manufacture of the vehicle. Regarding the transmission concerns, Mr. Brown was able to road test the vehicle to see if it was acting abnormally. He was not able to duplicate Complainant's concerns regarding the transmission. In addition, there were no diagnostic trouble codes for the transmission stored on the vehicle and the data parameters were within specifications. Regarding the low fuel mileage issue, Mr. Brown tested the mileage and determined it was within the estimated range. Mr. Brown informed Complainant that the mileage could be affected by driving styles and environmental factors. Finally, Mr. Brown informed Complainant that the lack of acceleration was probably due to the fact that the engine in the vehicle is only a four cylinder and would be considered normal.<sup>12</sup>

After his inspection of the vehicle, Mr. Brown does not feel that there is any defect with the transmission or fuel mileage. The scan tool did not reveal any trouble codes for either the ECM or Transmission Control Module (TCM). In addition, Mr. Brown stated that when a vehicle is painted, the interior paint job is not treated the same as the exterior, it is not finished out as properly as the exterior, because it's not being viewed by consumers and not exposed to the sun.

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<sup>12</sup> Respondent Ex. 3, Vehicle Inspection Report prepared by Kevin Brown, June 16, 2014, and attached photos.

The paint is not fine finished. This is not uncommon in new vehicles. He did not feel that the paint issues were a defect.

Mr. Brown also addressed the issue of the after-market modifications made to the vehicle. The hand controls were not installed by Respondent, but by a third party. In addition, there was evidence of additional wiring being added to the vehicle's truck bed which was not installed by Respondent.

Gary Gurley, District Manager, has 36 years with GM in both sales and service. Mr. Gurley also participated in the vehicle inspection conducted on June 16, 2014. He held the scanner during the test drive in order to see if any diagnostic trouble codes appeared. No codes appeared during the test drive. However, when the hand controls were used, they were able to get the vehicle to accelerate and brake at the same time which would cause the torque converter to release and the tachometer to jump. Mr. Gurley specified that the warranty provided for the vehicle has a disclaimer which provides that any damage caused by an alteration or modification of a vehicle after final assembly or installation of non-GM parts would not be covered under the warranty.<sup>13</sup> Mr. Gurley stated that the addition of the hand controls which were not manufactured or installed by GM falls under this provision of the warranty. Mr. Gurley also addressed the issue of the vehicle's fuel economy and specified that Respondent does not warranty fuel economy estimates which can be affected by the driver's habits.

#### **D. Analysis**

Under Texas' 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 a reasonable number of attempts have been undertaken to conform the vehicle to an applicable express warranty. Finally, Complainant is required to serve written notice of the 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, Complainant is entitled to have the vehicle repurchased or replaced.

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<sup>13</sup> Respondent Ex. 4, New Vehicle Limited Warranty.

**Paint Issue**

Occupations Code § 2301.601(1) provides that “Impairment of market value’ means a substantial loss in market value caused by a defect specific to a motor vehicle.” The issue with the paint job on the vehicle complained of by Complainant has not resulted in a **substantial** loss in market value of the vehicle, particularly in light of the fact that Respondent’s official dealer (El Dorado Motors) was prepared to repair the paint job in February of 2013, but Complainant did not allow them to do so due to personal reasons. The paint job is still covered under warranty and, as such, Respondent is obligated to repair the vehicle provided Complainant presents the vehicle for repairs.

**Transmission Issue**

Complainant purchased the vehicle on December 19, 2012 and presented the vehicle to an authorized dealer of Respondent due to his concerns with the transmission on the following dates: June 17, 2013, July 16, 2013, and August 16, 2013. 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 2301.604(a) goes on to specify that a rebuttable presumption that a reasonable number of attempts to repair have been made if “two or more repair attempts were made in the 12 months or 12,000 miles, whichever occurs first, following the date of original delivery to the owner, and two other repair attempts were made in the 12 months or 12,000 miles, whichever occurs first, immediately following the date of the second repair attempt.” Complainant has not met the requirements of this test. Complainant did present the vehicle for repairs to an authorized dealer for Respondent on two occasions within the first year or 12,000 miles from purchase. However, he did not establish that two repair attempts were made within the next year or 12,000 miles from the date of the second repair attempt of the vehicle. As such, Complainant was unable to establish that a reasonable number of attempts to repair the vehicle were made by Respondent. In addition, the evidence presented at the hearing also indicated that Complainant added an after-market item to the vehicle. The item installed, a hand brake, is not an authorized GM product. After-market items may void a manufacturer’s warranty and may cause unintended damage to a vehicle.

In addition, the transmission issues may not constitute a “serious safety hazard” as defined in the Occupations Code. Section 2301.601(4) of the Code provides that “‘serious safety hazard’ means a life-threatening malfunction or nonconformity that: (A) substantially impedes a person’s ability to control or operate a motor vehicle for ordinary use or intended purposes; or (B) creates a substantial risk of fire or explosion.” The transmission issues testified to by Complainant did not substantially impede his ability to control or operate his vehicle for ordinary uses nor did they

create a substantial risk of fire or explosion. The vehicle is operable. It has not stalled or have to be towed due to the transmission not operating as intended. Therefore, the hearings examiner finds that there is no defect with the vehicle's transmission as defined in the Occupations Code and, as such, is not grounds to grant repurchase or replacement relief for Complainant for this issue.

### **Fuel Mileage**

Complainant advised the service advisor at Henna Chevrolet/Isuzu on two occasions (July 16, 2013 and August 26, 2013) that the vehicle was not obtaining the promised fuel mileage. When inspected by Respondent, Mr. Brown was able to determine that the vehicle was obtaining approximately 27 miles per gallon. Complainant felt that he was getting approximately 18 miles per gallon when he took the vehicle to the dealer on August 26, 2013.

Respondent did not warrant the fuel mileage for Complainant's vehicle. The fuel mileage ratings listed on the new vehicle's window sticker are established by the Environmental Protection Agency (EPA), and federal law dictates that EPA miles per gallon ratings are estimates and do not constitute a warranty of actual fuel economy. The Lemon Law does not extend to defects or conditions not covered by the manufacturer's warranty. As such, the failure of the vehicle to achieve the promised fuel mileage is not considered to be a defect under the Texas Lemon Law and is not grounds to grant repurchase or replacement relief for Complainant for this issue.

### **Seat Cover**

Complainant notified Respondent on one occasion of the fact that the seat cover was wrinkling. Since Complainant only complained of the issue one time, he did not establish that two repair attempts of this issue were made within the first year or 12,000 miles from the date of delivery of the vehicle to him. As such, Complainant was unable to establish that a reasonable number of attempts to repair the issue were made by Respondent as required in Occupations Code § 2301.604(a). In addition, the seat cover wrinkling does not constitute impairment of the market value of the vehicle as defined in Occupations Code § 2301.601(1). Therefore, the hearings examiner finds that there is no defect with the vehicle's seat cover as defined in the Occupations Code and, as such, is not grounds to grant repurchase or replacement relief for Complainant for this issue.

Respondent's express warranty applicable to Complainant's vehicle provides "bumper to bumper" coverage for 3 years or 36,000 miles whichever comes first. In addition, the powertrain warranty provides coverage for 5 years or 100,000 miles. On the date of hearing, the vehicle's

mileage was 31,080 and it remains under this warranty. As such, the Respondent is still under an obligation to repair the vehicle whenever there is a problem covered by the warranty.

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

### III. FINDINGS OF FACT

1. Matthew Kubasta (Complainant) purchased a new 2012 Chevrolet Colorado on December 19, 2012 from El Dorado Motors in McKinney, Texas, with mileage of 25 at the time of delivery.
2. The manufacturer of the vehicle, General Motors LLC (Respondent) issued a bumper to bumper warranty for 3 years or 36,000 miles, whichever occurs first and a separate powertrain warranty for 5 years or 100,000 miles.
3. The vehicle's mileage on the date of hearing was 31,080.
4. At the time of hearing the vehicle was still under warranty.
5. A few weeks after purchase, Complainant noticed that the paint job on the interior of the driver's side door appeared to have some flaws in it, as if someone had painted it more than once.
6. In addition, there was a paint flaw on the exterior of the passenger's side rear door.
7. Complainant took his vehicle on several occasions to Respondent's authorized dealers in order to address the paint issues, among other concerns with the vehicle, on the following dates:
  - a. February 26, 2013 to February 27, 2013, at 2,714 miles (El Dorado Motors);
  - b. April 2, 2013 to April 8, 2013, at 3,822 miles (AutoNation Chevrolet, West Austin);
  - c. July 16, 2013 to July 22, 2013, at 8,495 miles (Henna Chevrolet/Isuzu); and
  - d. August 26, 2013 to August 20, 2013, at 10,629 miles (Henna Chevrolet/Isuzu).
8. Complainant was provided with a loaner vehicle during all four service visits.

9. Complainant informed the dealers' service advisor on the February 26, 2013 visit that he could not leave the vehicle for repairs to the paint job because he needed his vehicle, although the dealer was going to repair the problem.
10. Beginning in June of 2013, Complainant's vehicle began experiencing what he felt were transmission issues.
11. On three occasions Complainant took his vehicle to Respondent's authorized dealer in order to address the transmission issues on the following dates:
  - a. June 17, 2013, at 6,903 miles (Henna Chevrolet/Isuzu),
  - b. July 16, 2013 to July 22, 2013, at 8,495 miles (Henna Chevrolet/Isuzu); and
  - c. August 26, 2013 to August 20, 2013, at 10,629 miles (Henna Chevrolet/Isuzu).
12. Complainant was provided with a loaner vehicle during all three service visits.
13. On the June 17, 2013 visit to the dealership, the vehicle's internal torque converter harness and solenoid assembly were replaced. On the other two trips, no action was taken as the transmission appeared to be working properly.
14. In late June of 2013, Complainant had the vehicle modified in order to allow him to drive with his disability. The modification involved installing an after-market hand brake to the vehicle.
15. Beginning in July of 2013, Complainant noticed that the vehicle's fuel mileage had decreased.
16. On two occasions Complainant took his vehicle to Respondent's authorized dealer in order to address the fuel mileage issue on the following dates:
  - a. July 16, 2013 to July 22, 2013, at 8,495 miles (Henna Chevrolet/Isuzu); and
  - b. August 26, 2013 to August 20, 2013, at 10,629 miles (Henna Chevrolet/Isuzu).
17. On the July 16, 2013 visit to the dealership, the vehicle's Engine Control Module (ECM) was reprogrammed in order to address the fuel mileage issue. Nothing regarding the fuel mileage complaint was done on the last visit, as this was not a warrantable issue.

18. On August 26, 2013, when Complainant took his vehicle to Henna Chevrolet/Isuzu for the other complaints he had with the vehicle, he also indicated that the driver's side seat cover was wrinkling inappropriately. The seat cover was inspected and it was determined that it was not defective.
19. On April 22, 2014, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
20. On June 16, 2014, after the filing of the Lemon Law complaint, Complainant's vehicle was inspected by Respondent's representative. During this inspection it was determined that there is a problem with the vehicle's paint job and that there did not appear to be any problems with the transmission. In addition, the car's fuel mileage was investigated and it appeared that the vehicle was achieving the appropriate fuel mileage.
21. On June 24, 2014, 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.
22. The hearing convened on August 12, 2014, in Austin, Texas before Hearings Examiner Edward Sandoval. Complainant represented himself in the hearing. Respondent was represented by Kevin Phillips, Business Resource Manager, Kevin Brown, Field Service Engineer, and Gary Gurley, District Manager. The hearing adjourned and the record closed that same day.

#### IV. CONCLUSIONS OF LAW

1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-.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 the vehicle has a verifiable 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.
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 repurchase relief pursuant to Texas Occupations Code §§ 2301.601-.613 is hereby **DISMISSED**.

**SIGNED August 26, 2014.**



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