

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 15-0131 CAF**

**JOLEEN MCCORKLE,  
Complainant**

v.

**GENERAL MOTORS LLC,  
Respondent**

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**BEFORE THE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Joleen McCorkle (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in her 2013 Cadillac ATS. Complainant asserts that the vehicle is defective due to a bucking/jerking issue that occurs during acceleration. Complainant also asserts that the vehicle's power steering warning light has illuminated at least three times in the past, that the vehicle's power steering has gone out while she was driving the vehicle, that the vehicle's Cadillac User Experience (CUE) system showed error messages and she could not program it, that the vehicle's check engine light (CEL) and Stabilitrack warning light have illuminated, that the passenger's side seat heater stopped working, and that the vehicle's third brake warning light has stayed illuminated after turning off the vehicle. Complainant argues that the issues substantially impair the use of her vehicle and create a serious safety hazard. General Motors LLC (Respondent) argues that the vehicle has been repaired, does not have any defects, and that no relief is warranted. The hearings examiner concludes that the vehicle does not have an existing warrantable defect. Therefore, 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 May 5, 2015, in El Paso, Texas, before Hearings Examiner Edward Sandoval. Complainant, Joleen McCorkle, represented herself at the hearing. Chris McCorkle, husband, appeared to offer testimony for Complainant. Respondent was represented by John T. Barry, District Manager of After Sales. David Piper, Field Service Engineer, also appeared to offer testimony for Respondent. The record closed on May 22, 2015, upon the hearings examiner's receipt of additional requested documentation from the parties.

## 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.<sup>1</sup> Second, the defect or condition in the vehicle creates a serious safety hazard or substantially impairs the use or market value of the vehicle.<sup>2</sup> Third, the owner must have mailed written notice of the alleged defect or nonconformity to the manufacturer.<sup>3</sup> Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.<sup>4</sup>

In addition to these conditions, Section 2301.605 of the Occupation Code specifies that there are three tests which can establish a rebuttable presumption that a reasonable number of attempts have been undertaken by a Respondent to conform a motor vehicle to an applicable express warranty. The first test provides that 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, then Complainant has established that Respondent has been provided with a reasonable number of attempts to repair the vehicle.<sup>5</sup> The second test applies to a nonconformity that creates a serious safety hazard as defined in Section 2301.601(4) of the Texas Occupation Code. The third test provides that Complainant can establish a rebuttable presumption that a reasonable number of attempts to conform a motor vehicle to an applicable express warranty if a nonconformity continues to exist which substantially impairs the vehicle's use or market value and (1) the vehicle is out of service for repair for a cumulative total of 30 or more days in the 24 months or 24,000 miles, whichever comes first, following the date of original delivery to the owner and (2) at least two repair attempts were made in the 12 months or 12,000 miles following the date of original delivery to an owner.<sup>6</sup> However, the Occupations Code also provides that the 30 day period described by this section does not include any period during which the manufacturer or distributor lends the owner a comparable motor vehicle while the owner's vehicle is being repaired by a franchised dealer.<sup>7</sup>

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

<sup>2</sup> *Id.*

<sup>3</sup> Tex. Occ. Code § 2301.606(c)(1).

<sup>4</sup> Tex. Occ. Code § 2301.606(c)(2).

<sup>5</sup> Tex. Occ. Code § 2301.605(a)(1)(A) and (B).

<sup>6</sup> Tex. Occ. Code § 2301.605(a)(3)(A) and (B).

<sup>7</sup> Tex. Occ. Code § 2301.605(c).

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

Complainant purchased a new 2013 Cadillac ATS from Bravo Cadillac of El Paso, Texas on December 12, 2013, with mileage of 2,971 at the time of delivery.<sup>8</sup> On the date of hearing the vehicle's mileage was 16,812.

Complainant testified that the vehicle bucks or jerks intermittently while she's driving it. Complainant stated that whenever the vehicle bucks or jerks the tachometer drops precipitously, e.g., from 3000 RPM to 2000 RPM. In addition, various error codes have illuminated on the vehicle. The vehicle's brake lights have stayed illuminated after turning off the vehicle. Complainant also testified that the vehicle's power steering has gone out at least three times and that she lost control of the steering wheel and couldn't turn the vehicle on two of those occasions.

Complainant testified that approximately four months after purchasing the vehicle, the vehicle began bucking and jerking during acceleration. On one occasion, the car died while driving on the highway after an Over Speed warning light came on. In addition, the vehicle's check engine warning light (CEL) would intermittently illuminate. This led to Complainant taking the vehicle to Desert Sun Auto Group (Desert Sun), Respondent's authorized dealer, located in Alamogordo, New Mexico, for repair on June 24, 2014. The repair order shows that the issue was a speed sensor, which replacement had to be special ordered by Desert Sun's technician.<sup>9</sup> The vehicle's mileage on this occasion was 10,060.<sup>10</sup>

Complainant took the vehicle back to Desert Sun on July 8, 2014, in order to have the speed sensor replaced. Complainant was provided with a rental vehicle while her vehicle was being repaired.

After the July 8, 2014, repair visit, the power steering warning message in Complainant's vehicle illuminated on three different occasions. On two of these occasions, Complainant testified that she experienced power steering failure and the steering wheel locked up. The first time Complainant lost power steering, she was backing out of a Pizza Hut parking lot. She was able to stop the vehicle and return to her parking space. She then turned the vehicle off and waited about ten (10) minutes before restarting it. When she restarted the vehicle, the power steering was working normally. The second time Complainant's power steering failed, she was in her driveway when the steering wheel locked up. In addition, Complainant testified that she still experienced the vehicle jerking intermittently when she accelerated in the vehicle. She testified that the jerking feels like a hard transmission shift.

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<sup>8</sup> Complainant Ex. 1, Motor Vehicle Retail Installment Sales Contract dated December 12, 2013.

<sup>9</sup> Complainant Ex. 2, Repair Invoice dated June 24, 2014.

<sup>10</sup> *Id.*

Complainant took the vehicle to Desert Sun on September 29, 2014. The dealer's service technician investigated Complainant's concerns regarding the power steering issue and the vehicle jerking issue. The technician did not find any error codes regarding the power steering issue. The technician determined that the vehicle's power steering was operating properly.<sup>11</sup> In addition, the technician inspected the vehicle's transmission because Complainant indicated to the dealer representative that she was still experiencing bucking and jerking when driving the vehicle. Complainant testified that the RPMs would rev up erratically during these bucking events. The technician was not able to duplicate Complainant's concerns regarding this issue. Finally, Complainant also raised an issue regarding the vehicle's headlamp warning light illuminating. The dealer's service technician determined that the vehicle's headlamp leveling system was not operating properly.<sup>12</sup> The technician had to order the part needed to effect the repair on the headlamp.<sup>13</sup> The vehicle's mileage on this occasion was 12,715.<sup>14</sup> Complainant could not recall if she was provided with a loaner vehicle during this repair visit.

Complainant has not had any problems with the vehicle's power steering since the incidents that occurred in September of 2014. The vehicle's steering wheel has not locked up again. However, Complainant still felt the bucking and jerking sensation when driving the vehicle.

In October of 2014, the vehicle's backup camera began malfunctioning. So, on October 15, 2014, Complainant took the vehicle back to Desert Sun for repair. Complainant advised the dealer's service advisor about her concerns with the backup camera, the bucking and jerking of the vehicle, and the headlamp warning light that was illuminating. The dealer's service technician was unable to duplicate Complainant's concerns regarding the backup camera not working properly. In addition, the technician took four test drives in the vehicle, but he could not duplicate the jerking problem. Finally, the vehicle's left front headlamp assembly was replaced and calibrated.<sup>15</sup> The part for this repair had been ordered during Complainant's previous repair visit on September 29, 2014. The vehicle's mileage on this occasion was 12,715.<sup>16</sup> Complainant could not recall if she was provided with a loaner vehicle during this repair visit. The vehicle was in the dealer's possession for one day.

After the vehicle was returned to Complainant, the vehicle's CUE System began showing error messages. Some of the system's applications became inaccessible and could not be turned on or adjusted. Complainant took the vehicle back to Desert Sun on December 19, 2014. The dealer's

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<sup>11</sup> Complainant Ex. 3, Repair Invoice dated September 29, 2014.

<sup>12</sup> *Id.*

<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> Complainant Ex. 4, Repair Invoice dated October 15, 2014.

<sup>16</sup> *Id.* The mileage for the vehicle for the repair visits on September 29, 2014 and October 15, 2014 was recorded as being 12,715 for both repair visits. Since the October 15, 2014 repair occurred approximately two weeks after the September 29, 2014, repair, the hearings examiner must conclude that the mileage was entered by the dealer's service advisor incorrectly.

service technician replaced the radio/HVAC control because the CUE System kept pulling up error codes. Complainant also reiterated her concerns with the vehicle "surging" at this time, but the concerns could not be duplicated. Complainant also indicated to the service advisor that she was experiencing issues with the front seat heater not working. The concern could not be duplicated. Complainant also stated that the third brake light was not working properly. The service advisor noted that all the brake lights were working as designed. However, the right rear seat belt buckle was inoperative, so a buckle was ordered. The lap belt tensioners were both replaced as part of a recall, as well.<sup>17</sup> The mileage on the vehicle on this occasion was 14,196.<sup>18</sup> The vehicle was in the dealer's possession for approximately a week during this repair visit. Complainant was provided with a loaner vehicle at the time.

After receiving the vehicle back from the dealer in December of 2014, Complainant testified that she still had issues with the vehicle's brake light staying on and the seat heaters not working. The vehicle was still bucking occasionally. On January 7, 2015, Complainant took the vehicle to Desert Sun for repairs. The third brake light assembly was replaced on this visit to address Complainant's concerns regarding the brake light staying on after the vehicle was turned off. The vehicle's remote start, which had ceased to work, was fixed by clearing certain codes. The service advisor also ordered a replacement backup camera and a new seat heater. A Stabilitrack failure was also corrected via a relearn code.<sup>19</sup> The vehicle's mileage on this occasion was 14,781.<sup>20</sup> The vehicle was in the dealer's possession for over a week. Complainant was provided with a loaner vehicle while her vehicle was being repaired.

Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) with an effective date of January 16, 2015. The complaint form listed the following problems: 1) vehicle jerking and bucking while accelerating, 2) power steering warning message came on three different times, 3) CUE system showing system error message, 4) CEL and Stabilitrack warning lights illuminated and Stabilitrack inoperable, 5) passenger side seat heating system inoperative, and 6) third brake light staying on after turning off the vehicle.<sup>21</sup> Complainant mailed written notice of the problems with the vehicle to Respondent on January 10, 2015. In the letter, Complainant informed Respondent of the multiple issues with the vehicle, including the bucking/jerking problem. Respondent was given thirty (30) days from receipt of the letter to repair the issues or repurchase the vehicle.<sup>22</sup>

On February 16, 2015, Complainant took the vehicle to Desert Sun for repair. When Complainant arrived at the dealership, she was informed by a dealer representative that a

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<sup>17</sup> Complainant Ex. 5, Repair Invoice dated December 19, 2014.

<sup>18</sup> *Id.*

<sup>19</sup> Complainant Ex. 6, Repair Invoice dated January 7, 2015.

<sup>20</sup> *Id.*

<sup>21</sup> Complainant Ex. 7, Lemon Law Complaint Form dated January 16, 2015. Complainant signed the complaint form on January 9, 2015. However, the form was not received by the Department until January 16, 2015, which is the effective date of the complaint.

<sup>22</sup> Complainant Ex. 8, Letter from Complainant to Respondent dated January 9, 2015.

technician from Respondent would be at the dealership on the following Monday, February 23, 2015. Complainant was asked if she would leave the vehicle until then for Respondent's technician to inspect the vehicle. Complainant agreed to leave the vehicle until the inspection could be performed. Complainant took the vehicle to the dealer on this occasion in order to have the seat heaters replaced. In addition, she indicated that the vehicle's backup camera was not working properly. Finally, Complainant informed the service advisor that the vehicle was bucking. The dealer's service technician replaced the vehicle's backup camera and recalibrated the lane departure camera. In addition, the vehicle's seat heating modules and elements were replaced.<sup>23</sup> The vehicle was in the dealer's possession until February 25, 2015. Complainant was provided with a loaner vehicle while her vehicle was being repaired.

Complainant testified that the vehicle's backup camera and seat heaters have worked fine since the repairs performed on February 16, 2105. The power steering has not locked up again since the incidents in September of 2014. The vehicle still surges or bucks intermittently at random times. The vehicle's remote start system has worked properly since January of 2015, when the trouble codes were cleared from the vehicle's computer system. In March of 2015, Complainant testified that the vehicle's CUE system had a system error. However, it only occurred once. The vehicle's Stabilitrack warning light, the power control warning light, and the CEL illuminated once since February of 2015.

Complainant took the vehicle to Desert Sun on April 22, 2015, for several issues. Among the issues raised by Complainant was the vehicle bucking or jerking. Complainant informed the dealer's service advisor that the vehicle had started jerking while she was stopped at a stop light.<sup>24</sup> The dealer's service technician could not duplicate the concern, so no repairs were performed for this issue.<sup>25</sup> The vehicle's mileage on this occasion was 16,297.<sup>26</sup>

During cross examination Complainant testified that the only problems that remain uncorrected are the bucking/jerking issues and the CUE system failures. The latest CUE system failure occurred in March 2015. Complainant has not allowed any unauthorized mechanics to perform work on the vehicle.

Mr. McCorkle testified that the vehicle was taken to AutoZone on January 3, 2015, in order to address an issue regarding the vehicle's CEL light illuminating.<sup>27</sup> The AutoZone diagnostician ran a diagnostics check on the vehicle to determine what trouble codes were coming up. However, the technician did not clear the codes from the vehicle's computer.

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<sup>23</sup> Complainant Ex. 9, Repair Invoice dated February 16, 2015.

<sup>24</sup> Complainant Ex. 10, Repair Invoice dated April 22, 2015.

<sup>25</sup> *Id.*

<sup>26</sup> *Id.*

<sup>27</sup> Complainant Ex. 11, Receipt from AutoZone dated January 3, 2015.

Complainant further testified that she does not feel safe driving the vehicle due to what she feels are the transmission and engine issues. Moreover, Complainant feels that the number of issues with the vehicle have been a great inconvenience and have made it difficult to use the vehicle.

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

David Piper, Field Service Engineer, is under contract with Respondent, but is employed by Hewlett Packard. He has been a GM World Class Technician certification since 2004 which requires that he meet and maintain all of GM's training standards. He has been an Automotive Service Excellence (ASE) master technician since 1997. He's worked as a technician for GM dealerships since 1998. He's been in his current position since January of 2014.

Mr. Piper testified that he first became involved with Complainant's complaint when he was dispatched in February of 2015 to perform a final repair attempt on Complainant's vehicle. Mr. Piper inspected and performed a final repair attempt on Complainant's vehicle on February 23, 2015, at Desert Sun. He looked at the vehicle's engine and computer system and the overall appearance of the vehicle. He test drove the vehicle but was unable to duplicate the bucking or jerking felt by Complainant. The CEL did not illuminate nor were any diagnostic trouble codes set in the vehicle. He started from a cold start and drove it approximately 15 miles. Mr. Piper was specifically looking for a misfire on the engine's cylinder six. On this test drive, Mr. Piper did not experience any jerking in the vehicle.

Mr. Piper testified that the repairs performed on the vehicle on June 24, 2014, and July 8, 2014, were because there appeared to be a problem with the vehicle's transmission, since the vehicle's speed sensor was replaced. The speed sensor determines the input speed for a vehicle's transmission. The problem was diagnosed on June 24, 2015, and the part was ordered at that time. The repair actually was performed on July 8, 2015.

Mr. Piper testified that the vehicle's CUE system controls the vehicle's entertainment and air conditioning system. It is a touch screen system. On December 19, 2014, the vehicle's CUE system was replaced due to problems with it.

The Engine Control Module (ECM) works like an airplane's "black box" and so any misfire events should have been recorded. No repair attempts were made on February 23, 2015, as no issues were found concerning the transmission or engine.<sup>28</sup>

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<sup>28</sup> Respondent Ex. 1, Inspection Report dated February 23, 2015.

#### 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 purchased the vehicle on December 12, 2013, and presented the vehicle to an authorized dealer of Respondent on June 24, 2014, after the vehicle began bucking and jerking during acceleration. Complainant returned to the dealership with this same problem on four subsequent occasions: July 8, 2014; September 29, 2014; October 15, 2014; and December 19, 2014. 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) 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 asserts that the vehicle bucks and jerks intermittently when accelerating. This is the primary issue raised by Complainant. However, this issue has not been duplicated by the dealer’s service technicians nor was it duplicated during Respondent’s final repair attempt. Respondent argues that it cannot correct an issue that it cannot duplicate or observe. The dealer attempted to duplicate the bucking and jerking issue on five separate occasions, but was unable to do so. More than one service advisor attempted to duplicate the issue. Mr. Piper, a contracted Field Service Engineer for General Motors, could not duplicate the bucking or jerking. The hearings examiner did not notice any issues with the vehicle during the test drive taken at the time of hearing. Specifically, the vehicle did not buck or jerk. Complainant has not satisfied her burden of proof on this issue and replacement or repurchase relief is not warranted.

In addition, Complainant also raised the issue that the vehicle’s CUE system was not operating properly. A repair for this issue was attempted on December 19, 2014. This was the only repair attempted on the CUE system. Accordingly, the CUE system issue has not met the “reasonable number of repair attempts” requirement to warrant repurchase or replacement relief under the

Lemon Law.<sup>29</sup> However, the CUE system is still covered under warranty and if the issue arises again, Respondent is obligated to repair the system as required under Occupations Code § 2301.204.

The other issues raised by Complainant on her complaint (the vehicle's power steering warning light illuminating, the vehicle's power steering going out, the vehicle's check engine light and the Stabilitrack warning lights illuminating, the passenger's side seat heater not working properly, and that the vehicle's third brake warning light staying lit after the vehicle was turned off) have been addressed and corrected according to Complainant's testimony. Therefore, they are not being addressed in this decision.

The hearings examiner thus finds that there is no defect with the vehicle and, as such, repurchase or replacement relief for Complainant is not warranted.

Complainant's request for repurchase or replacement relief is denied. However, Respondent is still under an obligation to repair the vehicle whenever there is a problem covered by the vehicle's warranty.

### III. FINDINGS OF FACT

1. Joleen McCorkle (Complainant) purchased a new 2013 Cadillac ATS on December 12, 2013, from Bravo Cadillac of El Paso, Texas, with mileage of 2,971 at the time of delivery.
2. The vehicle's mileage on the date of hearing was 16,812.
3. Complainant took the vehicle to Respondent's authorized dealer, Desert Sun Auto Group (Desert Sun) located in Alamogordo, New Mexico, on the following dates in order to address the issue of the vehicle bucking and jerking while accelerating:
  - a. June 24, 2014, at 10,060 miles;
  - b. July 8, 2014, at 10,671 miles;
  - c. September 29, 2014, at 12,715 miles;
  - d. October 15, 2014, at 12,715 miles; and
  - e. December 19, 2014, at 14,196 miles.
4. On June 24, 2014, the dealer's service technician determined that it was necessary to replace the vehicle's speed sensor in order to address the bucking/jerking issue. The part was ordered, since the dealer did not have the part available.

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<sup>29</sup>Tex. Occ. Code § 2301.605(a)(

5. On July 8, 2014, the vehicle's speed sensor was replaced as the required part had been received by the dealer.
6. On September 29, 2014, the dealer's service technician could not duplicate Complainant's concerns regarding the bucking/jerking issue and did not perform any repairs for this issue.
7. On October 15, 2014, the dealer's service technician could not duplicate Complainant's concerns regarding the bucking/jerking issue and did not perform any repairs for this issue.
8. On December 19, 2014, the dealer's service technician could not duplicate Complainant's concerns regarding the bucking/jerking issue and did not perform any repairs for this issue. It was determined by the technician that the vehicle was working as designed.
9. Also on December 19, 2014, Complainant raised the issue that the vehicle's CUE system was not working properly. As a result, the dealer's service technician replaced the vehicle's radio/HVAC control.
10. On January 9, 2015, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
11. David Piper, a Field Service Engineer contracted to Respondent, performed a final inspection on February 23, 2014. No issues with the engine or transmission were discovered during the inspection. The bucking and jerking could not be duplicated after test driving the vehicle for approximately 15 miles.
12. On March 30, 2015, 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.
13. The hearing in this case convened and the record closed on May 5, 2015, in El Paso, Texas, before Hearings Examiner Edward Sandoval. Complainant, Joleen McCorkle, represented herself at the hearing. Chris McCorkle, husband, appeared to offer testimony for Complainant. Respondent was represented by John T. Barry, District Manager of After Sales. David Piper, Field Service Engineer, also appeared to offer testimony for Respondent. The record closed on May 22, 2015, upon the hearings examiner's receipt of additional requested documentation from the parties.

**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 repurchase relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 is hereby **DISMISSED**.

**SIGNED June 30, 2015**



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