

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 19-0004340 CAF**

**TODD SENULIS,**  
                    **Complainant**

**v.**

**JAGUAR LAND ROVER NORTH  
AMERICA, LLC,**  
                    **Respondent**

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**BEFORE THE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Todd Senulis (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his new 2019 Range Rover Velar. Complainant asserts that the vehicle’s electrical system is defective causing several of the vehicle’s functions to fail at various times. Jaguar Land Rover North America, LLC (Respondent) argued that the vehicle does not have a defect or nonconformity that warrants a repurchase or replacement of the vehicle. The hearings examiner concludes that although the vehicle does have a currently existing warrantable defect, Complainant is entitled only to repair relief, as the defect does not substantially impair the use or market value of the vehicle and it does not create a serious safety hazard as defined in the Occupations Code.

**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 initially convened on May 30, 2019, in San Antonio, Texas before Hearings Examiner Edward Sandoval. Complainant, Todd Senulis, was present and was represented by counsel, Brad Riffe, attorney with the Riffe Law Firm. Respondent, Jaguar Land Rover North America, LLC, was represented by John Chambless, attorney with Thompson Coe. In addition, Mike Solt, Customer Satisfaction Senior Technical Specialist, was present and testified for Respondent. The hearing record was closed on June 13, 2019.

## 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 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 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 comes first, following the date of original delivery to the owner.<sup>5</sup>

However, 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.<sup>6</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). Texas Occupations Code § 2301.605(a)(3) provides an alternative 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. However, § 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>6</sup> Tex. Occ. Code § 2301.605(a)(2)(A) and (B).

A “serious safety hazard” is defined as 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.”<sup>7</sup>

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

Complainant purchased a new 2019 Range Rover Velar from Land Rover San Antonio (Land Rover) in San Antonio, Texas on August 18, 2018.<sup>8</sup> The vehicle’s mileage was 9 at the time of delivery.<sup>9</sup> Respondent provided a bumper-to-bumper warranty for the vehicle which provides coverage for four (4) years or 50,000 miles from the date of delivery.<sup>10</sup> The vehicle’s mileage on the hearing date was 5,963. At the time of hearing, the vehicle’s warranty was still in effect.

Complainant testified that he feels that malfunctioning electrical systems in the vehicle have caused multiple issues with the vehicle including control operation malfunctions, touch screen malfunctions, and warning lights randomly activating. Complainant stated that all the issues are related to the electrical system, including a coolant leak. With respect to the coolant leak, on one occasion the vehicle leaked coolant leaving a puddle of coolant in Complainant’s driveway. The vehicle was taken to Land Rover San Antonio (Dealership) to repair the issue. However, no warning alert was displayed by the vehicle for the coolant leak. Complainant remains concerned that the warning alert was not triggered when the leak occurred and feels that this is evidence of an ongoing electrical problem with the vehicle.

Complainant testified that he first noticed a problem with the vehicle approximately one week after purchase when the backup camera did not activate when the vehicle’s transmission was put in reverse. The display screen remained black and did not show the camera feed. After this occurred two (2) or three (3) times, Complainant contacted his sales person about the problem. The sales person advised Complainant to take the vehicle to the dealer for repair. During this same period of time, the vehicle’s air conditioner controls on the touch screen display would not operate. The air conditioner would turn on, but Complainant could not adjust any of the controls.

Complainant took the vehicle to Land Rover for repair for the issues on September 5, 2018. The dealer’s technician verified the concerns and indicated that the air conditioner controls would not roll up to the top screen.<sup>11</sup> The technician performed a software update on the computer modules

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<sup>7</sup> Tex. Occ. Code § 2301.601(4).

<sup>8</sup> Complainant Ex. 2, Motor Vehicle Purchase Order dated August 18, 2018.

<sup>9</sup> *Id.*

<sup>10</sup> Complainant Ex. 11, Passport to Service, p. 5.

<sup>11</sup> Complainant Ex. 3, Repair Order dated September 5, 2018.

in order to address the issues.<sup>12</sup> The vehicle's mileage at the time was 629.<sup>13</sup> The vehicle was in Land Rover's possession for two days while the repairs were performed. A loaner vehicle was provided to Complainant while the vehicle was at the dealership.

Complainant stated that the vehicle worked fine for a few days. However, the problems with the vehicle's touch screen controls and backup camera recurred. In addition, the vehicle's message center displayed a warning regarding low coolant level and the autonomous emergency braking system (AEB) not functioning. Complainant took the vehicle to Land Rover for repair for the concerns on October 19, 2018. The dealer's service technician verified the concerns and performed various software updates to the vehicle to address the concerns.<sup>14</sup> The technician updated the vehicle's body control module (BCM), gateway module (which interfaces with other modules in the vehicle's communications systems), infotainment master control (IMC), and imaging processing module (IMPB, *i.e.*, camera) in order to address the issue of the vehicle's touch screen going black and the backup camera not working.<sup>15</sup> Complainant indicated that he did not see a coolant leak at the time of this repair. However, the technician verified that the vehicle's coolant level was 1 cm. low as indicated by the warning message. The technician performed a vacuum bleed of the coolant system and refilled it.<sup>16</sup> Land Rover's service technician also verified that the vehicle's AEB light illuminated and updated the vehicle's imaging processing module (IMPA, *i.e.*, main computer), IMPB, and anti-lock braking system (ABS) module in order to address the concern.<sup>17</sup> The vehicle's mileage on this occasion was 1,700.<sup>18</sup> The vehicle was in the dealer's possession for three (3) days during this repair visit.<sup>19</sup>

Complainant testified that the backup camera issue seemed to have been resolved by the repair performed in October of 2018 and that the top display screen has been working properly since that repair.

Complainant experienced another issue with the vehicle in November of 2018. He stated that he was driving the vehicle on Interstate 10 in San Antonio and the dynamic stability control (DSC) warning light illuminated. The DSC syncs up the braking system and the vehicle's suspension. Complainant stated that the light turned off before he got off of the highway, but that he took the vehicle to Land Rover for repair anyway. Complainant took the vehicle for repair on November 9, 2018. The dealer's service technician updated the vehicle's chassis control module (CHCM) and discovered that the vehicle's interactive control display module (ICDM) was not

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

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

<sup>14</sup> Complainant Ex. 4, Repair Order dated October 19, 2018.

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

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

<sup>19</sup> *Id.*

communicating with other modules.<sup>20</sup> As a result, the IMC was replaced to address the concern of the vehicle's DSC light illuminating.<sup>21</sup> The vehicle's mileage when it was taken to the dealership on this occasion was 2,355.<sup>22</sup> The vehicle was in the dealer's possession for 27 days during this repair visit. Complainant was provided with a loaner vehicle while the vehicle was being repaired.

Complainant stated that after the repair the DSC warning light illuminated once again on March 6, 2019, but Complainant did not take the vehicle for repair for the issue. The warning light has not turned on again since then. In addition, Complainant testified that the air conditioner touch screen controls intermittently still don't work.

On November 17, 2018, Complainant mailed a letter to Respondent advising them of his dissatisfaction with the vehicle.<sup>23</sup>

On December 13, 2018, Complainant noticed a puddle of red liquid under the vehicle at his home. Complainant immediately took the vehicle to Land Rover for repair for the issue. Complainant stated that he did not observe any warning lights on the vehicle's display screen to indicate that there was a problem with the vehicle. The service technician determined that the vehicle's coolant flow control valve was leaking.<sup>24</sup> The technician replaced the valve in order to address the issue.<sup>25</sup> The mileage on the vehicle on this occasion was unknown as no reading was performed when Complainant arrived at the dealership, as the technician immediately took the vehicle to the shop for inspection.<sup>26</sup> The vehicle was in the dealer's possession until December 21, 2018. Complainant was provided with a loaner vehicle while the vehicle was being repaired. Complainant stated that the coolant leak was repaired at the time and that the vehicle has not experienced another leak since then.

Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on December 25, 2018.<sup>27</sup>

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<sup>20</sup> Complainant Ex. 5, Repair Order dated November 9, 2018.

<sup>21</sup> *Id.*

<sup>22</sup> *Id.*

<sup>23</sup> Complainant Ex. 9, Letter to Jaguar Land Rover North America, LLC dated November 17, 2018.

<sup>24</sup> Complainant Ex. 7, Repair Order dated December 13, 2018.

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

<sup>26</sup> *Id.* Although Complainant's testimony was that no odometer reading was performed at the time of repair, the repair order indicates that the mileage was 25,000. However, this is obviously incorrect as the odometer read 2,355 on November 9, 2019 and then 3,395 on January 7, 2019, when the vehicle was taken to Land Rover for another repair.

<sup>27</sup> Complainant Ex. 1, Lemon Law complaint dated December 25, 2018.

Complainant testified that he was driving the vehicle in Austin, Texas during the weekend of January 5, 2019, when the AEB activated without warning. Complainant stated that he was driving through an intersection when the system activated. There were no vehicles in front of or on either side of his vehicle. He had no idea why the system activated. Complainant stated that the system did not activate again during the weekend or during his drive back to San Antonio. Complainant took the vehicle to Land Rover for repair on Monday, January 7, 2019. Complainant indicated to Land Rover's service advisor that he had three (3) concerns with the vehicle: the AEB activating for no apparent reason, the radio cutting out when he used the phone hookup, and the instrument panel flickering.<sup>28</sup> Complainant stated that the problem with the instrument panel occurred when he was driving to work one day. The vehicle's speedometer dropped to zero and the instrument panel completely reset itself and erased all of his preset items on the panel. Land Rover's service technician was unable to recreate the problem with the AEB system during the repair visit.<sup>29</sup> The technician reset the vehicle's IMC in order to address the issue of the radio cutting out when using the phone hookup<sup>30</sup> In addition, the technician performed an update to the vehicle's instrument cluster panel to address the issue of the panel rebooting itself.<sup>31</sup> The vehicle's mileage on this occasion was 3,395.<sup>32</sup> The vehicle was in the dealer's possession for 24 days during this repair visit. Complainant was provided with a loaner vehicle while his vehicle was being repaired.

Complainant testified that the vehicle's AEB activated again on May 16, 2019, but that he did not take the vehicle to the dealer for repair. Complainant stated that again there were no vehicles in front or on either side of his vehicle when the system activated. Complainant also stated that the vehicle's bottom touch screen panel still doesn't work properly and sometimes locks up, although the top panel seems to be working correctly. However, he can go weeks without a problem with the touch screen occurring. The vehicle's backup camera has also been working properly since the repair performed on October 19, 2018.

Complainant indicated that the vehicle has been out of service for over 60 days since he purchased it. He feels that all of the problems that have occurred are the result of electrical issues with the vehicle and that they are still occurring.

On cross-examination Complainant testified that the issue with the DSC warning light illuminating occurred for the first time prior to the November 9, 2018 repair and that it has not illuminated again since the repair. He also stated that AEB first activated without warning in January of 2019 and has activated one other time since then.

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<sup>28</sup> Complainant Ex. 8, Repair Order dated January 7, 2019.

<sup>29</sup> *Id.*

<sup>30</sup> *Id.*

<sup>31</sup> *Id.*

<sup>32</sup> *Id.*

Complainant stated that he feels that Respondent had a final repair attempt and inspection on the vehicle on January 7, 2019, when he took the vehicle for repair for the AEB issue. Complainant stated that he has stopped using Bluetooth in the vehicle because he feels that it may create conflicts in the vehicle's computers and electrical system.

Complainant stated that the vehicle has not been involved in any accidents. The vehicle is in good condition and the windshields have not suffered any damage. Complainant has not had the vehicle appraised to determine its current value.

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

Mike Solt, Customer Satisfaction Senior Technical Specialist, testified for Respondent. Mr. Solt has worked for Respondent for 19 years. He worked on Respondent's technical support line for his first 2 years working with Respondent. Mr. Solt then accepted a job as a field service engineer for Respondent's mid-Atlantic region. This position involved diagnosing problems with vehicles and repairing them. Mr. Solt also has prior experience as a vehicle mechanic in the U. S. Air Force.

Mr. Solt testified that the dealer's technicians replaced the vehicle's main audio control module but did not make any repairs to the touch screens. The vehicle is designed so that between 30 to 40 different computers operate its electronic components. Vehicle manufacturers continuously release updates for the software that run the computers in their cars. Land Rover released a new software update for the vehicle's touch screen which must be downloaded by a technician. Mr. Solt stated he responded to touch screen issues with Land Rover vehicles as part of his job. Mr. Solt feels that the module's flickering is not related to the touch screen not responding to touch commands.

Mr. Solt stated that he does not feel that the vehicle meets the four-repair attempt requirements to qualify for repurchase under Texas lemon law. He also stated that there was nothing to indicate that the vehicle had a defect or nonconformity that creates a serious safety hazard. Finally, Mr. Solt does not feel that the vehicle's market value has been affected by the concerns raised by Complainant and that the vehicle could be sold at a competitive price.

Respondent does not, in the usual course of business, have or keep the service invoices that are created by the dealerships. However, based on the invoices received from the dealership pursuant to the Lemon Law complaint there have been only three repair attempts related to the vehicle's touch screen panels. Mr. Solt stated the issue with the DSC was probably not part of the same operating software error that affected the vehicle during the first two repair attempts.

Additionally, the vehicle manual provides information about the AEB and indicates that the system's efficiency is dependent on driving conditions and that the vehicle's windshield should be kept clean and that the camera's line of sight is not obstructed by labels, stickers, or any obstruction.<sup>33</sup> Failure to do so can cause incorrect operation of the system.<sup>34</sup> Mr. Solt stated that the system can be activated if an object comes within the system's camera's view or even by shadows depending on the time of day.

The vehicle operated as intended during the test drive. Mr. Solt did not observe any issues with the vehicle and stated it was in excellent condition.

#### **D. 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 a reasonable number of attempts have been undertaken to conform the vehicle to an applicable express warranty. Finally, Complainants are 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, Complainants are entitled to have the vehicle repurchased or replaced.

Complainant feels that the various issues for which he's had repairs performed on the vehicle indicate that the vehicle has electrical issues which warrant ordering Respondent to repurchase or replace the vehicle. The evidence presented at the hearing does establish that there is an issue with the vehicle's touch screen panels which has not been repaired by Respondent or its dealer. The vehicle's bottom touch screen does not work properly and will intermittently lock up. This can be a frustrating issue to deal with. However, it does not create a serious safety hazard as defined in Section 2301.601(4) of the Occupations Code. The issue does not *substantially* impede Complainant's ability to control or operate the motor vehicle nor does it create a risk of fire or explosion. In addition, the issue does not *substantially* impair the use or market value of the vehicle. The issue is annoying, inconvenient, and probably can be disconcerting, but does not create sufficient grounds to order repurchase or replacement of the vehicle. Instead, the hearings examiner will order Respondent to repair the issue.

As far as the other concerns raised by Complainant, the hearings examiner does not feel that they indicate the existence of an ongoing electrical problem with the vehicle. The backup camera and

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<sup>33</sup> Respondent Ex. 2, Excerpts from Land Rover Owner Information Manual, p. 1.

<sup>34</sup> *Id.*



top touch display screen have been repaired and are working correctly according to the evidence presented at the time of hearing. The issue with the DSC warning light illuminating has also been repaired and there was no evidence that this problem was connected to the issues with the backup camera and touch screen panels.

The coolant leak did not have anything to do with the vehicle's electrical system. Although Complainant may feel that the fact that the low coolant warning light did not illuminate at the time, the hearings examiner must hold that there is no evidence that this was the result of an electrical failure in the vehicle.

Finally, the AEB system activating for no apparent reason is definitely a concern. However, the evidence did indicate that the system can be activated by any number of things. In addition, it is the owner's responsibility to ensure that the vehicle's windshield is kept clean and free of obstructions to ensure that the system works as designed. There was no evidence presented at the hearing to indicate the state of the windshield or the vehicle's camera at the time that the incident took place. Also, there was no evidence presented to establish that the AEB activation was the result of an electrical issue.

Complainant's request for repurchase or replacement relief is denied. However, Respondent will be ordered to repair the defect in the vehicle's rear entertainment system. The repairs must be completed within the time frame specified below.

### III. FINDINGS OF FACT

1. Todd Senulis (Complainant) purchased a new 2019 Range Rover Velar on August 18, 2018, from Land Rover San Antonio (Land Rover) in San Antonio, Texas, with mileage of 9 at the time of delivery.
2. Jaguar Land Rover North America, LLC (Respondent), the manufacturer of the vehicle, provided a bumper-to-bumper warranty for the vehicle which provides coverage for four (4) years or 50,000 miles, whichever comes first.
3. The vehicle's mileage on the date of hearing was 5,963.
4. Respondent's bumper-to-bumper warranty was still in effect at the time of hearing.
5. Complainant feels that the vehicle's electrical system is defective causing several functions to fail at various times.

6. Complainant has had intermittent issues with the vehicle's air conditioner controls not working, the backup camera not working, the touch screen going black, the message center indicating a low coolant level, the autonomous emergency braking system (AEB) light illuminating, the dynamic stability control (DSC) light illuminating, the emergency braking system (EBS) activating for no apparent reason, the radio cutting out when using the phone hookup, and the instrument panel flickering. In addition, there was an incident where the vehicle had a coolant leak.
7. Complainant took the vehicle to Respondent's authorized dealer, Land Rover, in order to address his concerns with the vehicle, on the following dates:
  - a. September 3, 2018, at 629 miles;
  - b. October 19, 2018, at 1,700 miles;
  - c. November 9, 2018, at 2,355 miles; and
  - d. December 13, 2018, at unknown miles.
8. On September 3, 2018, Land Rover's service technician performed a software update to the vehicle's computers in order to address the issue of the vehicle's air conditioner controls and rear view camera not working.
9. On October 19, 2018, Land Rover's service technician performed updates to the vehicle's body control module (BCM), gateway module (which interfaces with other modules in the vehicle's communications systems), infotainment master control (IMC), and imaging processing module (IMPB, *i.e.*, camera) in order to address the issue of the vehicle's touch screen going black and the backup camera not working.
10. On October 19, 2018, Land Rover's service technician also verified that the vehicle's coolant level was 1 cm. low as indicated by a warning message which appeared on the vehicle's display screen. The technician performed a vacuum bleed of the coolant system and refilled it.
11. On October 19, 2018, Land Rover's service technician also verified that the vehicle's AEB warning light illuminated and updated the vehicle's imaging processing module (IMPA, *i.e.*, main computer), IMPB, and anti-lock braking system (ABS) module in order to address the concern.
12. On November 9, 2018, Land Rover's service technician updated the vehicle's chassis control module (CHCM) and discovered that the vehicle's interactive control display module (ICDM) was not communicating with other modules. As a result, the IMC was replaced to address the concern of the vehicle's DSC warning light illuminating.

13. On November 17, 2018, Complainant mailed a letter to Respondent informing them of his dissatisfaction with the vehicle.
14. On December 13, 2018, Land Rover's service technician replaced the vehicle's coolant flow valve in order to repair a coolant leak in the vehicle.
15. On December 25, 2018, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
16. On January 7, 2019, Complainant took the vehicle to Land Rover for repair because the vehicle's EBS activated for no apparent reason, the radio was cutting out when using the phone connection, and the instrument panel was flickering. The vehicle's mileage was 3,395.
17. During the repair visit described in Findings of Fact #16, Land Rover's service technician was not able to duplicate the issue of the vehicle's EBS activating. The technician also updated the vehicle's IMC to address the issue with the radio cutting out and then performed an instrument cluster panel (ICP) update to address the issue of the panel flickering.
18. On January 25, 2019, the Department's Office of Administrative Hearings issued a notice of hearing directed to Complainant and Respondent, giving all parties not less than 10 days' notice of hearing and their rights under the applicable rules and statutes. The notice stated the time, place and nature of the hearing; the legal authority and jurisdiction under which the hearing was to be held; particular sections of the statutes and rules involved; and the matters asserted.
19. The hearing in this case initially convened on May 30, 2019, in San Antonio, Texas before Hearings Examiner Edward Sandoval. Complainant, Todd Senulis, was present and was represented by counsel, Brad Riffe, attorney with the Riffe Law Firm. Respondent, Jaguar Land Rover North America, LLC, was represented by John Chambless, attorney with Thompson Coe. In addition, Mike Solt, Customer Satisfaction Senior Technical Specialist, was present and testified for Respondent. The hearing record was closed on June 13, 2019.


#### 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 proved by a preponderance of the evidence that the vehicle has a verifiable defect or nonconformity. However, that defect does not present a serious safety hazard nor substantially impair the use or market value of the vehicle. Tex. Occ. Code § 2301.604.
7. After a reasonable number of attempts, Respondent has been unable to repair the nonconformity in Complainant's vehicle so that it conforms to the applicable express warranty. Tex. Occ. Code §§ 2301.604(a) and 2301.605.
8. Respondent remains responsible to address and repair or correct any defects that are covered by Respondent's warranties. Tex. Occ. Code § 2301.204.
9. Complainant's vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604.
10. Complainant is entitled to repair relief under the terms of Respondent's warranty. Tex. Occ. Code § 2301.204.

**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-.613 is hereby **DISMISSED**. It is **FURTHER ORDERED** that Respondent shall make any repairs needed to conform the vehicle to the applicable warranty. Complainant shall deliver the subject vehicle to Respondent within 20 days after the date this Order becomes final under Texas Government Code § 2001.144.<sup>35</sup> Within 40 days after receiving the vehicle from Complainant, Respondent shall complete repair of the subject vehicle. However, if the Department determines Complainant's refusal or inability to deliver the vehicle caused the failure to complete the required repair as prescribed, the Department may consider Complainant to have rejected the granted relief and deem this proceeding concluded and the complaint file closed under 43 Texas Administrative Code § 215.210(2).

**SIGNED August 6, 2019**



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

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<sup>35</sup> (1) This Order becomes final if a party does not file a motion for rehearing within 20 days after receiving a copy of this Order, or (2) if a party files a motion for rehearing within 20 days after receiving a copy of this Order, this Order becomes final when: (A) the Department renders an order overruling the motion for rehearing, or (B) the Department has not acted on the motion within 45 days after the party receives a copy of this Order.