

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 19-0005220 CAF**

**JAMECIA CRENSHAW,  
Complainant**

v.

**VOLVO CARS NORTH AMERICA,  
LLC,  
Respondent**

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**BEFORE THE OFFICE**

**OF**

**ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Jamecia Crenshaw (Complainant) filed a petition seeking relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in her new 2018 Volvo XC90. Complainant asserts that the vehicle is defective because the vehicle's steering wheel vibrates or shakes severely when driving the vehicle between 30 to 50 mph. In addition, the vehicle's check engine light (CEL) illuminated periodically. Volvo Cars North America, LLC (Respondent) argued that the vehicle is repaired and Complainant is not entitled to repurchase or replacement relief. The hearings examiner concludes that the vehicle does have an existing warrantable defect and Complainant is eligible for repurchase 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 the hearing record closed on August 1, 2019, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainant, Jamecia Crenshaw, appeared and was represented by Tre Meredith, attorney with Calhoun, Meredith, and Sims, PLLC, in the hearing. Jamal Jones, Complainant's husband, appeared and testified. Respondent, Volvo Cars North America, LLC, was represented in the hearing by Bill Ferris, After-Sales Market Manager. Brent Koenig, Service Director for Momentum Volvo, testified for Respondent.

**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

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

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, a rebuttable presumption exists that a reasonable number of attempts have been undertaken to conform a motor vehicle to an applicable express warranty if the same nonconformity continues to exist after being subject to repair four or more times by the manufacturer, converter, or distributor, or an authorized agent or franchised dealer of a manufacturer, converter, or distributor and the repair attempts were made before the earlier of: (A) the date the express warranty expires; or (B) 24 months or 24,000 miles, whichever occurs first, following the date of original delivery of the motor vehicle to the owner.<sup>5</sup>

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>

“Serious safety hazard” means a life-threatening malfunction or nonconformity that substantially impedes a person’s ability to control or operate a vehicle for ordinary use or intended purposes, or creates a substantial risk of fire or explosion.<sup>7</sup>

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

Complainant purchased a new 2018 Volvo XC90 (the vehicle) from Momentum Jaguar – Volvo (Momentum) in Houston, Texas.<sup>8</sup> The vehicle had mileage of 14 at the time of purchase on July 4, 2018.<sup>9</sup> Respondent provided a New Vehicle Limited Warranty for the vehicle which provides coverage for four (4) years or 50,000 miles, whichever comes first. At the time of hearing, the vehicle’s mileage was 27,209. Respondent’s warranty for the vehicle was still in effect on the hearing date.

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<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 a third method for a complainant to establish a rebuttable presumption that a reasonable number of attempts have been undertaken to conform a vehicle to an applicable express warranty. This section requires that the vehicle be out of service for repair for a total of 30 or more days in the 24 months or 24,000 miles, whichever occurs first, following the date of original delivery to the owner.

<sup>6</sup> Tex. Occ. Code § 2301.605(a)(2)(A) and (B).

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

<sup>8</sup> Complainant Ex. 2, Buyer’s Order dated July 4, 2018.

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

### 1. Jamecia Crenshaw's Testimony

Complainant testified that she is the primary driver of the vehicle. She stated that she has noticed that the vehicle's steering wheel vibrates and shakes severely at times when she's driving between 30 to 50 mph. In addition, the vehicle's CEL has illuminated while she's been driving the vehicle.

Complainant stated that she first noticed the steering wheel vibrating or shaking when she drove home after purchasing the vehicle. The issue also occurred when slowing down in the vehicle. The shaking would stop when she achieved cruising speed when driving on the highway. She was not sure at the time if this was a problem with the vehicle, since she was not used to driving it. As Complainant continued to drive the vehicle, she determined that the steering wheel shaking was a problem that needed to be addressed. When the vehicle's CEL illuminated, Complainant decided to take the vehicle to the dealer for repair for the steering wheel and CEL issues. Complainant took the vehicle to Momentum for repair for the issues on July 17, 2018. Momentum's service technician inspected the vehicle and ordered a fuel filler neck in order to address the issue with the CEL illuminating.<sup>10</sup> Complainant testified that she informed Momentum's service advisor about the steering wheel issue when she took the vehicle for repair. However, the service advisor did not document the issue on the repair order and the issue was not addressed. Complainant testified that she was informed by a Momentum representative that the case advisor who initially wrote the service ticket was getting older and sometimes forgot to write everything down on the tickets. This was given to Complainant as the reason why the issue with the steering wheel issue was not addressed by the dealer. The vehicle's mileage at the time of the repair visit was 1,316.<sup>11</sup> The vehicle was in Momentum's possession until July 26, 2018. Complainant received a loaner vehicle while her vehicle was being repaired.

Complainant testified that the vehicle's steering wheel continued to vibrate and shake severely when she was driving the vehicle. In addition, the CEL had again illuminated when she drove the vehicle. Complainant testified that she initially attempted to have the vehicle repaired in November of 2018, but she was informed by Momentum's representatives that any loaner vehicle that she was given could not leave the state of Texas. Complainant decided not to leave the vehicle with Momentum at that time because she knew that she was going to have to leave the state in order to deal with family medical issues.

Complainant took the vehicle to Momentum for repair for the CEL and steering wheel issues on December 18, 2018. Momentum's technician performed a wheel alignment on the vehicle in an attempt to resolve the shaking/vibrating issue.<sup>12</sup> However, the alignment did not resolve the

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<sup>10</sup> Complainant Ex. 3, Repair Order dated July 17, 2018.

<sup>11</sup> *Id.*

<sup>12</sup> Complainant Ex. 4, Repair Order dated December 18, 2018.

steering wheel shaking and Complainant was advised to return the vehicle to the dealer for further diagnosis of the shaking issue.<sup>13</sup> In addition, the technician special ordered a fuel filler neck for the vehicle in order to repair the CEL issue.<sup>14</sup> The vehicle's mileage on this occasion was 12,668.<sup>15</sup> Complainant was provided with a loaner vehicle while her vehicle was being repaired.

Complainant took the vehicle back to Momentum for repair for the CEL and steering wheel issues on December 28, 2018. Momentum's service technician replaced the vehicle's fuel filler neck in order to resolve the issue of the CEL illuminating.<sup>16</sup> The technician replaced the vehicle's active on demand (AOD) clutch assembly and both front axles in order to address the steering wheel issue.<sup>17</sup> The vehicle's mileage on this occasion was 13,000.<sup>18</sup> The vehicle was in Momentum's possession for a month during which Complainant received a loaner vehicle.

Complainant testified that the vehicle's steering wheel continued to shake and vibrate after the repair performed on December 28, 2018, although it was less severe than prior to the repair. Complainant indicated that she was concerned with the vehicle's safety after the repairs were performed as it was implied to her by Respondent's service advisor that the technician had guessed at what was causing the shaking issue. Complainant testified that the issue with the vehicle's CEL illuminating was repaired as the light has not turned back on since the December repair.

Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on January 24, 2019.<sup>19</sup> Complainant also mailed a notice to Respondent on January 26, 2019, advising them that she was dissatisfied with the vehicle.<sup>20</sup>

Complainant stated that the vehicle's steering wheel continued to shake and vibrate when she drove the vehicle. She took the vehicle back to Momentum for repair for the issue on June 7, 2019. Momentum's service technician verified that the vehicle and the steering wheel were shaking when braking at highway speeds.<sup>21</sup> The technician replaced both front brake rotors in order to resolve the issue.<sup>22</sup> The vehicle's mileage on this occasion was 22,663.<sup>23</sup> The vehicle was in Momentum's possession for five (5) days during this repair. Complainant received a loaner vehicle while her vehicle was being repaired.

Complainant testified that the vehicle's steering wheel still intermittently shakes and vibrates. This occurs mostly on the interstate highway and when she is both accelerating and slowing down. Complainant stated that the vehicle never feels normal. Periodically, the shaking gets severe

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

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

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

<sup>16</sup> Complainant Ex. 5, Repair Order dated December 28, 2018.

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

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

<sup>19</sup> Complainant Ex. 1, Lemon Law Complaint dated January 24, 2019.

<sup>20</sup> Complainant Ex. 7, Letter to Volvo Cars of North America, LLC dated January 26, 2019.

<sup>21</sup> Complainant Ex. 6, Repair Order dated June 7, 2019.

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

<sup>23</sup> *Id.*

enough to cause her concern. Complainant stated that she feels that the issue is life threatening. She doesn't know when the steering wheel will start shaking and she doesn't feel safe having her daughter in the vehicle.

Complainant also testified that she had the vehicle appraised by AVR Group Appraisal Services on June 7, 2019.<sup>24</sup> The appraiser, Danny Hudson, indicated that the vehicle's value had been reduced by 25% percent because the dealer could not locate and correct the problem causing the shaking and vibration in the vehicle's steering wheel.<sup>25</sup>

## **2. Jamal Jones's Testimony**

Jamal Jones, husband, testified for Complainant. Mr. Jones testified that he accompanied Complainant when she purchased the vehicle. He stated that they test drove three (3) or four (4) different vehicles and that they liked the XC90 the most. Mr. Jones stated that he felt some shaking in the vehicle's steering wheel during the test drive, but he felt that the vibration was because the vehicle had a powerful engine in it.

Mr. Jones stated that soon after purchasing the vehicle, he was driving it and the CEL illuminated. He stated that they took the vehicle to Momentum for repair and they were told that there was a recall for a gas line issue. Mr. Jones stated that they were told by Momentum's representative that a part would be ordered to repair the issue and that they would be told when the part arrived. This was in July of 2018.

Mr. Jones stated that he and Complainant continued to drive the vehicle. He stated that they began to notice that the vehicle's steering wheel would shake severely when accelerating between 40 to 60 mph. After achieving about 60 mph, the shaking would taper off somewhat. Even after the repair performed in December of 2018, he continued to feel the shaking in the steering wheel, although it was not as severe as before the repair.

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

### **1. Bill Ferris's Testimony**

Bill Ferris, After-Sales Market Manager, testified for Respondent. Mr. Ferris has worked in the automotive industry since 1977. He's worked for 22 years for Respondent.

Mr. Ferris testified that the vehicle's new car warranty is effective for four (4) years or 50,000 miles whichever comes first.

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<sup>24</sup> Complainant Ex. 10, AVR Group Appraisal Services report dated June 7, 2019.

<sup>25</sup> *Id.*, p. 2.

## **2. Brent Koenig's Testimony**

Brent Koenig, Service Director for Momentum, testified for Respondent. Mr. Koenig has worked for 24 years in the automotive industry. He began his career as a porter at an automobile dealer. Mr. Koenig has worked in the parts and fixed operations divisions of various dealers. Mr. Koenig has worked for the last five years for Volvo dealers. He does not have any formal technical training.

Mr. Koenig testified that Complainant's vehicle was equipped with Phantom Footprints which is a process where a vehicle's VIN is etched on to various body panels of a vehicle as a theft deterrent. In addition, Permaplate (a vehicle body protection product) was purchased for the vehicle by Complainant.

Mr. Koenig stated that on December 28, 2018, Momentum's service technician replaced both of the vehicle's front axles in order to resolve Complainant's concern regarding the vehicle's steering wheel shaking excessively.

During cross-examination, Mr. Koenig stated that he drives a Volvo and that Respondent's vehicles are known for their safety. He also stated that he would not be concerned driving a vehicle in which the front axles have been replaced.

## **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 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.

### **1. Check Engine Light (CEL) Illuminating**

The first issue raised by Complainant on the Lemon Law complaint was that the vehicle's CEL periodically illuminated. Complainant raised the issue to Respondent's authorized dealer's service advisor. The issue was addressed on three (3) separate occasions and was repaired during the December 28, 2019 repair. Complainant stated that since the December repair the CEL has not illuminated. Since the evidence indicates that the issue has been repaired, the hearings examiner finds that there is no defect with the vehicle's CEL as defined in the Occupations Code and, as such, the issue does not constitute grounds to order repurchase or replacement of the vehicle.

## 2. Steering Wheel Shaking/Vibrating

The totality of the evidence presented at the hearing reveals that the vehicle's steering wheel intermittently shakes severely despite several attempts by Respondent's authorized dealer to repair it. The problem occurs both when accelerating and decelerating and only stops once the driver has reached cruising speed. The problem was verified by the dealer's service technicians on at least three occasions. As such, the hearing examiner must hold that Complainant has carried the burden of persuasion to establish the existence of a defect (the steering wheel shaking severely) in the subject vehicle. An unstable steering wheel creates a serious safety hazard as it substantially impedes Complainant's ability to control or operate the vehicle for its ordinary or intended purposes.

Complainant also presented evidence to indicate that Respondent or its authorized representative was provided with a reasonable number of attempts to repair the defect or nonconformity with the vehicle. Complainant presented the vehicle for repair to Respondent's authorized dealer on three (3) occasions prior to the filing of the Lemon Law complaint: July 17, 2018; December 18, 2018; and December 28, 2018. 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)(2) specifies that a rebuttable presumption that a reasonable number of attempts to repair a serious safety hazard is established if Respondent has had two (2) repair attempts prior to the vehicle having been driven 24,000 miles or within the first 24 months of ownership. The evidence presented at the hearing establishes that Complainant has met the requirements of this test since she took the vehicle for repair the requisite number of times within the specified time frame and the problem continued to exist. As such, Complainant has established that a reasonable number of attempts to repair the vehicle were made by Respondent.

In addition, the evidence presented at the hearing indicates that Complainant provided Respondent with written notice of the defect and a final opportunity to cure the defect. Complainant informed Respondent via letter dated January 26, 2018, of the issue with the vehicle's steering wheel shaking severely and providing Respondent with an opportunity to cure. In fact, Complainant took the vehicle to Respondent's authorized dealer for repair on June 7, 2019, after the filing of the complaint and a repair was performed on the vehicle at the time.

Although Respondent has been provided adequate opportunity to repair the vehicle and to ensure that it operates properly, they have not been able to repair the vehicle so that it conforms to their written warranty. As such, Complainant has met her burden of proof to establish that the vehicle has a warrantable and existing defect or condition which creates a serious safety hazard as defined in the Occupations Code.

Based on the evidence and the arguments presented, the hearings examiner finds that repurchase of the vehicle is the appropriate remedy in this case. Complainant's request for repurchase relief is hereby granted.

### III. FINDINGS OF FACT

1. Jamecia Crenshaw (Complainant) purchased a new 2018 Volvo XC90 on July 4, 2018, from Momentum Jaguar – Volvo (Momentum) in Houston, Texas with mileage of 14 at the time of delivery.
2. The manufacturer or distributor of the vehicle, Volvo Cars North America, LLC (Respondent), issued a New Vehicle Limited Warranty for the vehicle providing coverage for four (4) years or 50,000 miles, whichever comes first.
3. The vehicle's mileage on the date of the hearing was 27,209.
4. At the time of hearing the warranty for the vehicle was still in effect.
5. Complainant filed a Lemon Law complaint with the Department of Motor Vehicles because the subject vehicle's steering wheel vibrates or shakes severely when accelerating between 30 to 50 mph and because the vehicle's check engine light (CEL) periodically illuminated.
6. Complainant's vehicle was serviced by Respondent's authorized dealer, Momentum, on the following dates because of Complainant's concerns with the vehicle's steering wheel shaking or vibrating severely and for the CEL illuminating:
  - a. July 17, 2018, at 1,316 miles;
  - b. December 18, 2018, at 12,668 miles; and
  - c. December 28, 2018, at 13,000 miles.
7. On July 17, 2018, Momentum's service technician ordered a fuel filler neck in order to address the CEL issue. The issue with the vehicle's steering wheel vibrating and shaking was raised by Complainant at the time, but was not included on the work order and no attempt was made to resolve the issue.
8. On December 18, 2018, Complainant was informed by Momentum's representative that the vehicle needed further diagnosis for the steering wheel issue and that she would need to return the vehicle to Momentum for further repair. A wheel alignment was performed on the vehicle but it did not cure the issue. In addition, the fuel filler neck was not in stock and had to be special ordered in order to address the CEL issue.



9. On December 28, 2018, Momentum's service technician replaced the vehicle's fuel filler neck in order to address the issue of the vehicle's CEL illuminating.
10. Also, on December 28, 2018, Momentum's service technician replaced the vehicle's active on demand (AOD) clutch assembly and both front axles in order to address the steering wheel issue.
11. On January 24 2019, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
12. On January 26, 2019, Complainant mailed a letter to Respondent informing them of her dissatisfaction with the vehicle.
13. On June 7, 2019, Complainant took the vehicle to Momentum for repair because the vehicle's steering wheel was shaking.
14. During the repair performed on June 7, 2019, Momentum's service technician replaced both of the vehicle's front brake rotors in order to resolve the issue of the steering wheel shaking.
15. The vehicle's steering wheel still intermittently shakes severely.
16. The appropriate calculations for repurchase are:

Purchase price, including tax, title, license and registration	\$57,848.15
Delivery mileage	14
Mileage at first report of defective condition	1,316
Mileage on hearing date	27,209
Useful life determination	120,000

Purchase price, including tax, title, license and registration									
									\$57,848.15
Mileage at first report of defective condition									1,316
Less mileage at delivery									<u>-14</u>
Unimpaired miles									1,302
Mileage on hearing date									27,209
Less mileage at first report of defective condition									<u>-1,316</u>
Impaired miles									25,893
Reasonable Allowance for Use Calculations:									
Unimpaired miles									
									<u>1,302</u>
	120,000	X			\$57,848.15		=		\$627.65
Impaired miles									<u>25,893</u>
	120,000	X			\$57,848.15	X.5	=		<u>\$6,241.09</u>
Total reasonable allowance for use deduction:									\$6,868.74
Purchase price, including tax, title, license and registration									\$57,848.15
Less reasonable allowance for use deduction									<u>-\$6,868.74</u>
Plus filing fee refund									<u>\$35.00</u>
<b>TOTAL REPURCHASE AMOUNT</b>									\$51,014.41

17. On April 10, 2019, the Department's Office of Administrative Hearings issued a notice of hearing directed to Complainants 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.
18. The hearing in this case convened and the hearing record closed on August 1, 2019, in Houston, Texas before Hearings Examiner Edward Sandoval. Complainant, Jamecia Crenshaw, appeared and was represented by Tre Meredith, attorney with the Calhoun, Meredith, and Sims, PLLC, in the hearing. Jamal Jones, Complainant's husband, appeared and testified. Respondent, Volvo Cars North America, LLC, was represented in the hearing by Bill Ferris, After-Sales Market Manager. Brent Koenig, Service Director for Momentum Volvo, testified for Respondent.

#### 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's vehicle has an existing defect or condition that creates a serious safety hazard. Tex. Occ. Code § 2301.604(a).
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. Based on the above Findings of Fact and Conclusions of Law, Complainant is entitled to relief and repurchase of her 2018 Volvo XC90 under Texas Occupations Code § 2301.604(a).

**IT IS THEREFORE ORDERED** that:

1. Respondent shall accept the return of the vehicle from Complainant. Respondent shall have the right to have its representatives inspect the vehicle upon the return by Complainant. If from the date of the hearing to the date of repurchase the vehicle is substantially damaged or there is an adverse change in its condition beyond ordinary wear and tear, and the parties are unable to agree on an amount of an allowance for such damage or condition, either party may request reconsideration by the Office of Administrative Hearings of the repurchase price contained in the final order;
2. Respondent shall repurchase the subject vehicle in the amount of **\$51,014.41**. The refund shall be paid to Complainant and the vehicle lien holder as their interests require. If clear

title to the vehicle is delivered to Respondent, then the full refund shall be paid to Complainant. At the time of the return, Respondent or its agent is entitled to receive clear title to the vehicle. If the above noted repurchase amount does not pay all liens in full, Complainant is responsible for providing Respondent with clear title to the vehicle;

3. Within 20 calendar days from the receipt of this order, the parties shall complete the return and repurchase of the subject vehicle. If the repurchase of the subject vehicle is not accomplished as stated above, barring a delay based on a party's exercise of rights in accordance with Texas Government Code § 2001.144, starting on the 31<sup>st</sup> calendar day from receipt of this order, Respondent is subject to a contempt charge and the assessment of civil penalties. However, if the Office of Administrative Hearings determines the failure to complete the repurchase as prescribed is due to Complainant's refusal or inability to deliver the vehicle with clear title, the Office of Administrative Hearings may deem the granted relief rejected by Complainant and the complaint closed pursuant to 43 Texas Administrative Code § 215.210(2);
4. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall obtain a Texas title for the vehicle prior to resale and issue a disclosure statement provided by or approved by the Department's Enforcement Division – Lemon Law Section;
5. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall affix the disclosure label to the reacquired vehicle in a conspicuous place, and upon the first retail sale of the vehicle, the disclosure statement shall be completed and returned to the Department's Enforcement Division – Lemon Law Section; and
6. Respondent, pursuant to 43 Texas Administrative Code § 215.210(4), shall provide the Department's Enforcement Division – Lemon Law Section, in writing, the name, address and telephone number of the transferee (wholesale purchaser or equivalent) of the vehicle within 60 calendar days of the transfer.

**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 **GRANTED**. It is further **ORDERED** that Respondent, Volvo Cars North America, LLC, shall repair the warrantable defect in the reacquired vehicle identified in this Decision.

**SIGNED September 30, 2019**



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