

**TEXAS DEPARTMENT OF MOTOR VEHICLES  
CASE NO. 20-0013452 CAF**

**STEVEN and LAURA OTILLAR,  
Complainants**

v.

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

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**BEFORE THE OFFICE  
  
OF  
  
ADMINISTRATIVE HEARINGS**

**DECISION AND ORDER**

Steven and Laura Otilar (Complainants) seek relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in their 2018 Jaguar F Pace vehicle. Complainants assert that the vehicle has a defect or nonconformity that has caused a coolant leak in the vehicle’s cooling system. Jaguar Land Rover North America, LLC (Respondent) argued that the vehicle does not have any defects and that no relief is warranted. The hearings examiner concludes that although the vehicle does have a currently existing warrantable defect, Complainants are 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. In addition, the issue did not arise during the presumption period outlined in Occupations Code § 2301.605.

**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 telephonically on January 20, 2021, before Hearings Examiner Edward Sandoval. Steven and Laura Otilar, Complainants, appeared and testified in the hearing. Mr. Otilar represented Complainants. John Chambless, attorney with Thompson, Coe, Cousins & Irons, LLP, represented Respondent, Jaguar Land Rover North America, LLC, in the hearing. Also present and testifying for Respondent was Brandon Sangster, Customer Satisfaction Senior Technical Specialist. The hearing record closed on January 20, 2021.

## II. DISCUSSION

### A. Applicable Law

The Lemon Law provides, in part, that a manufacturer of a motor vehicle must repurchase or replace a vehicle complained of with a comparable vehicle if the following conditions are met. First, the manufacturer is not able to conform the vehicle to an applicable express warranty by repairing or correcting a defect after a reasonable number of attempts.<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 manufacturer has been given a reasonable number of attempts to repair or correct the defect or condition.<sup>3</sup> Fourth, the owner must have mailed written notice of the alleged defect or nonconformity to the manufacturer.<sup>4</sup> Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.<sup>5</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>6</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>7</sup>

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

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

<sup>3</sup> *Id.*

<sup>4</sup> Tex. Occ. Code § 2301.606(c)(1).

<sup>5</sup> Tex. Occ. Code § 2301.606(c)(2).

<sup>6</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>7</sup> Tex. Occ. Code § 2301.605(a)(2)(A) and (B).

“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>8</sup>

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

Complainants purchased a new 2018 Jaguar F Pace from Autobahn Motorcar Group on February 21, 2018, with mileage of 732 at the time of delivery.<sup>9</sup> Respondent issued a new vehicle limited warranty which provides coverage for the vehicle for four (4) years or 50,000 miles from the date of the first retail sale, whichever occurs first. The vehicle’s mileage as of January 8, 2021, was 34,561. At the time of hearing the vehicle’s warranty was still in effect.

### **1. Steven Otilar’s Testimony**

Steven Otilar, co-Complainant, testified in the hearing. Mr. Otilar stated that Laura Otilar, co-Complainant, is the primary driver of the subject vehicle. Mr. Otilar stated that he drives the vehicle about once a week.

Mr. Otilar testified that Complainants started observing issues with the vehicle’s coolant system beginning in October of 2019. In February of 2020, Complainants noticed that the coolant reservoir was low and added coolant to the vehicle. However, they did not take the vehicle to a dealer for repair for the issue at the time. In May of 2020, the vehicle’s check engine light (CEL) illuminated and Complainants took the vehicle to Jaguar Houston located in Houston, Texas for repair for the issue on May 14, 2020.<sup>10</sup> The dealer’s service technician determined the vehicle’s water pump and bank 1 camshaft solenoid had shorted out and found stored diagnostic trouble codes (DTCs) stored on the vehicle’s computers.<sup>11</sup> The technician replaced the water pump and bank 1 camshaft solenoid and performed a coolant refill on the vehicle in order to address the issue of the CEL illuminating.<sup>12</sup> The vehicle’s mileage at the time was 28,704.<sup>13</sup> The vehicle was in the dealer’s possession for six (6) days. Complainants were provided a loaner vehicle while their vehicle was being repaired.

Soon after the repair performed in May of 2020, Complainants noticed a fluid leak from the vehicle. In addition, the vehicle’s low coolant warning light illuminated. Complainants took the vehicle to Jaguar Houston for repair for the issue on June 17, 2020. The dealer’s service technician verified that the vehicle’s coolant level was low and performed a cooling system

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<sup>8</sup> Tex. Occ. Code § 2301.601(4).

<sup>9</sup> Complainant Ex. 2, Motor Vehicle Purchase or Lease Order dated February 21, 2018.

<sup>10</sup> Complainant Ex. 4, Repair Order dated May 14, 2020.

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

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

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

pressure test to attempt to find a coolant leak.<sup>14</sup> The technician could not find a leak and determined that an air pocket in the cooling system was causing the low coolant warning light to illuminate.<sup>15</sup> The technician performed a cooling system vacuum refill in order to address the issue.<sup>16</sup> The vehicle's mileage on this occasion was 28,974.<sup>17</sup> The vehicle was in the dealer's possession until July 9, 2020, during this repair visit. Complainants were provided a loaner vehicle while their vehicle was being repaired.

The coolant warning light was not illuminated when Complainants picked up the vehicle from Jaguar Houston on July 9, 2020. However, the warning light illuminated a couple of days later. Complainants took the vehicle to Jaguar Houston for repair for the issue on July 11, 2020. The dealer's service technician determined that the vehicle's auxiliary radiator was leaking coolant.<sup>18</sup> The technician replaced the auxiliary radiator in order to address the issue of the coolant leak.<sup>19</sup> The vehicle's mileage on this occasion was 29,988.<sup>20</sup> The vehicle was in the dealer's possession until July 23, 2020, during this repair visit. Complainants were provided a loaner vehicle during this repair visit.

Due to the issues regarding the vehicle's cooling system, Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on July 11, 2020.<sup>21</sup>

Mr. Otilar testified that when Complainants picked up the vehicle from Jaguar Houston on July 23, 2020, the low coolant warning light was not illuminated and there was no evidence of a coolant leak. However, coolant again began leaking from the vehicle within a few weeks. Complainants took the vehicle to Jaguar Houston for repair for the issue on August 20, 2020. The dealer's service technician verified that the vehicle's coolant level was low.<sup>22</sup> The technician performed a pressure test on the vehicle's cooling system to try to find a leak, but did not find one.<sup>23</sup> The technician found a technical service bulletin (TSB) issued by Respondent which provided instructions as to what action a technician should take in a situation where a vehicle is leaking coolant.<sup>24</sup> The TSB indicated that a coolant leak could be caused by the vehicle's radiator cap and gave instructions on how to perform the pressure test in such a situation.<sup>25</sup> The technician performed the steps outlined in the TSB and topped off the vehicle's coolant in order

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<sup>14</sup> Complainant Ex. 5, Repair Order dated June 17, 2020.

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

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

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

<sup>18</sup> Complainant Ex. 6, Repair Order dated July 11, 2020.

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

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

<sup>21</sup> Complainant Ex. 1, Lemon Law Complaint dated July 11, 2020.

<sup>22</sup> Complainant Ex. 7, Repair Order dated August 20, 2020.

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

<sup>24</sup> *Id.*

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

to address the issue.<sup>26</sup> Mr. Otilar testified that he does not know what repairs, if any, were performed at the time. The vehicle's mileage was 30,529 at the time of the repair visit.<sup>27</sup> The vehicle was in Jaguar Houston's possession for eight (8) days on this occasion. Complainants received a loaner vehicle while their vehicle was being repaired.<sup>28</sup> Mr. Otilar testified that when Complainants received the vehicle from Jaguar Houston in late August, the warning light was not illuminated and there did not appear to be any coolant leaks from the vehicle.

On September 9, 2020, Complainants mailed a letter to Respondent advising them that Complainants were dissatisfied with the vehicle and demanding that Respondent repair it.<sup>29</sup> Mr. Otilar testified that Complainants were never contacted by Respondent's representatives in response to the letter. Respondent has never contacted Complainants to request an opportunity to inspect or repair the vehicle.

Mr. Otilar testified that the vehicle is currently leaking coolant. The low coolant warning light illuminates periodically, about every four (4) or five (5) days. Mr. Otilar stated that he put coolant in the vehicle's cooling system the week prior to the hearing date. In addition, he did see what appeared to be leaking coolant on Complainants' garage floor about two (2) weeks prior to the hearing date.

Mr. Otilar stated that he feels that the coolant leak is a serious safety hazard. If there is coolant on the floor of his garage, then pets can ingest the fluid and get seriously ill or die. In addition, the fluid can combust and cause a fire. Mr. Otilar also feels that vehicle's value has been affected as he would have to tell any potential buyers of a possible coolant leak in the vehicle.

Mr. Otilar requested that Respondent be ordered to pay his attorney fees. He testified that he is a licensed attorney in the state of Texas. His going rate for his legal work is \$1,300 per hour. Mr. Otilar testified that he spent 19 hours on his Lemon Law case. He is requesting that he be reimbursed \$24,700 for attorney fees (19 hours at \$1,300 per hour).

## 2. Laura Otilar's Testimony

Laura Otilar, co-Complainant, testified in the hearing. She stated that she is the primary driver of the vehicle. Ms. Otilar stated that she observed the vehicle's low coolant warning light illuminating in February of 2020. When the light turned on, Ms. Otilar looked at the coolant reservoir to see if the coolant level was low and saw that it was. She added coolant to the

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

<sup>27</sup> *Id.*

<sup>28</sup> *Id.*

<sup>29</sup> Complainant Ex. 3, Letter to Jaguar Land Rover North America, LLC dated September 9, 2020.

vehicle's cooling system at the time. Ms. Otilar did not notice if there was a coolant leak at that time.

Ms. Otilar testified that about a month later, in March of 2020, the low coolant warning light illuminated again. When Ms. Otilar added coolant to the vehicle's cooling system on this occasion, she observed a fluid leak under the vehicle on the garage floor.

Ms. Otilar testified that the vehicle's low coolant level warning light illuminated in May of 2020. Complainants took the vehicle to Jaguar Houston for repair on May 14, 2020. Ms. Otilar stated that she does not know why the invoice for the repair visit does not include any information regarding the low coolant warning light being on. However, she did state that she is not clear as to which warning light is the CEL indicator and which is the low coolant warning light indicator.

Ms. Otilar testified that she has noticed fluid on Complainants' garage floor periodically. She also stated that the low coolant level warning light illuminates periodically. She does not feel that the issue can be repaired. Ms. Otilar stated that every time that the warning light turns on, she puts coolant in the vehicle's cooling system. The last time she put coolant in the cooling system was approximately two (2) weeks prior to the hearing.

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

Brandon Sangster, Customer Satisfaction Senior Technical Specialist, testified for Respondent. Mr. Sangster has been in the automotive business for over 30 years. He has worked for Respondent in his present position for a year and a half. Prior to being hired by Respondent, Mr. Sangster worked as an automotive technician, team leader, shop foreman, and field technical specialist for various automobile manufacturers.

Mr. Sangster testified that he has never seen Complainant's vehicle because he has been unable to travel to perform vehicle inspections for Respondent due to the ongoing Covid-19 emergency. In addition, due to fact that a Lemon Law complaint had been filed with the state, Respondent did not request that Complainants allow their representative an opportunity for an inspection or repair of the vehicle.

Mr. Sangster testified that there is no record of any repairs to the vehicle in February or March of 2020 for any issues with the vehicle's cooling system.

Regarding the May 14, 2020 repair visit, Mr. Sangster stated that when a vehicle is taken to a dealer for repair, the dealer's service advisor is supposed to interview the customer and obtain information from them as to their concern with the vehicle and what problems the vehicle is

exhibiting. The service advisor sends the information to the dealer's shop foreman who assigns the work to the service technicians. The technician is supposed to confirm any issues with the vehicle and indicate what work was done to correct the concerns. If the technician notices that a vehicle's low coolant warning light is illuminated, he should indicate the issue on the repair invoice. However, the repair invoice for the May 14, 2020 repair to Complainants' vehicle did not indicate the vehicle's low coolant warning light was on. It did state that the vehicle's CEL was illuminated and the work done to correct the problem which was to replace the vehicle's water pump and bank 1 camshaft solenoid and perform a coolant refill. Mr. Sangster stated that whenever a vehicle's water pump is replaced, then the vehicle's coolant needs to be refilled. Mr. Sangster stated that there was no issue with the vehicle's cooling system during this repair visit and no repair was done to the vehicle's cooling system. The coolant refill was incidental to the replacement of the vehicle's water pump.

Mr. Sangster stated that the repair visits on June 17, 2020; July 11, 2020; and August 20, 2020, all dealt with the vehicle's cooling system issues. The final repair on August 20, 2020, involved the service technician performing repairs outlined in a TSB. The technician did not find a leak in the cooling system at that time. As this did not seem to resolve the issue of the vehicle leaking coolant, Mr. Sangster stated that he feels that there may be a problem with the vehicle's expansion tank or radiator cap and that either (or both) should be replaced in order to resolve the issue.

Regarding Complainants' testimony that they have been adding coolant to the vehicle's cooling system, Mr. Sangster stated that the cooling system is a closed system and there should never be a need to add coolant to it.

Mr. Sangster stated that he does not feel that a coolant leak is a serious safety hazard. Mr. Sangster also stated that he does not feel that the repairs performed to the vehicle substantially impair the vehicle's value.

## **E. 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 subject vehicle. In addition, Complainants 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, Complainants are 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, Complainants are entitled to have the vehicle repurchased or replaced.

Complainants purchased the vehicle on February 21, 2018. Complainants experienced issues with a coolant leak and the vehicle's low coolant warning light illuminating. Complainants took the vehicle to Respondent's authorized dealer for repairs on the following dates: May 14, 2020; June 17, 2020; July 11, 2020; and August 20, 2020. The evidence indicates that only the last three repairs were for an issue with the vehicle's cooling system. However, the evidence also indicates that a coolant leak is still present in the vehicle's cooling system despite the repair attempts and that Respondent has not been able to correct the issue.

The hearings examiner must hold that the coolant leak issue, although annoying, does not substantially impair the use or market value of the vehicle. There was no evidence presented that Complainants have been unable to use the vehicle for its intended purposes or that it has affected the vehicle's market value. In addition, the issue does not create a serious safety hazard as defined in Occupations Code § 2301.601(4). The coolant leak is not a life-threatening malfunction or nonconformity that substantially impedes Complainants' ability to control or operate the vehicle for its ordinary or intended purposes nor does it create a substantial risk of fire or explosion. Therefore, the hearings examiner will deny Complainants' request for repurchase or replacement relief. However, the hearings examiner will order Respondent to repair the vehicle so that it conforms to Respondent's warranty.

### **1. Attorney Fees Issue**

Complainants' also requested that the hearings examiner order that attorney fees be reimbursed by Respondent. Attorney fees are considered an incidental expense on a Lemon Law complaint and are addressed in 43 Texas Administrative Code § 215.209. This section specifies that attorney fees are only considered as recoverable incidental expenses if Complainants retained counsel after being notified that Respondent had done so. In the present case, co-Complainant is a licensed attorney and was representing Complainants in the Lemon Law process from the very beginning. Respondent's attorney filed a Notice of Appearance with the Office of Administrative Hearings on October 30, 2020, more than five (5) months after Complainants filed the Lemon Law complaint on July 11, 2020. As such, the hearings examiner must hold that Complainants were represented by legal counsel prior to Respondent retaining counsel. Therefore, the hearings examiner will not order Respondent to reimburse Complainants' for attorney fees.

Complainants' request for repurchase or replacement relief is hereby denied. Respondent will be ordered to repair the vehicle as outlined below.

Complainants' are not entitled to have Respondent reimburse them for attorney fees.



### III. FINDINGS OF FACT

1. Steven and Laura Otilar (Complainants) purchased a new 2018 Jaguar F Pace on February 21, 2018, from Autobahn Motorcar Group, with mileage of 732 at the time of delivery.
2. The manufacturer or distributor of the vehicle, Jaguar Land Rover 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, from the date of delivery.
3. The vehicle's mileage on January 8, 2021, was 34,561.
4. At the time of hearing the vehicle's warranty was still in effect.
5. Beginning in October of 2019, Complainants began experiencing issues with the vehicle's cooling system leaking fluid and the vehicle's low coolant warning light illuminating.
6. Prior to filing a Lemon Law complaint, Complainants took the vehicle to Respondent's authorized dealer, Jaguar Houston located in Houston, Texas, for repair for the coolant system and other issues on the following dates:
  - a. May 14, 2020, at 28,704 miles;
  - b. June 17, 2020, at 28,974 miles; and
  - c. July 11, 2020, at 29,988 miles.
7. On May 14, 2020, Jaguar Houston's service technician inspected the vehicle to ascertain why the check engine light (CEL) had illuminated.
8. During the repair visit described in Findings of Fact #7, the technician determined that the vehicle's water pump and bank 1 camshaft solenoid had shorted and that there were stored diagnostic trouble codes (DTCs) on the vehicle's computers.
9. During the repair visit described in Findings of Fact #7, Jaguar Houston's technician replaced the vehicle's water pump and camshaft solenoid and refilled the vehicle's coolant in order to resolve the issue with the vehicle's CEL illuminating.
10. On June 17, 2020, Jaguar Houston's service technician determined that there was an air pocket in the vehicle's coolant system which caused the low coolant level warning light to illuminate.

11. During the repair visit described in Findings of Fact #10, the technician performed a cooling system pressure test on the vehicle's cooling system, but was unable to find a coolant leak. The technician then performed a cooling system vacuum fill to resolve the issue.
12. On July 11, 2020, Jaguar Houston's service technician found a coolant leak in the vehicle's auxiliary radiator after Complainants observed a fluid leak from the vehicle and the low coolant level warning light illuminated.
13. During the repair visit described in Findings of Fact #12, the technician replaced the vehicle's auxiliary radiator in order to resolve the issues with the vehicle's cooling system.
14. On July 11, 2020, Complainants filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
15. On August 20, 2020, Complainants took the vehicle to Jaguar Houston for repair because they observed coolant leaking from the vehicle. The vehicle's mileage at the time was 30,529.
16. During the repair visit described in Findings of Fact #15, the dealer's service technician performed a pressure test on the vehicle's cooling system, but was unable to find a leak even after following the repair procedures described in Respondent's technical service bulletin (TSB) regarding coolant leaks.
17. On September 9, 2020, Complainants mailed a letter to Respondent advising them that Complainants were dissatisfied with the vehicle.
18. After receiving the notice described in Findings of Fact, #17, Respondent did not contact Complainants to request an opportunity to inspect the vehicle or to perform a repair for the complained of issue.
19. As of the date of hearing, the vehicle was still leaking coolant and Complainants observed the low coolant level warning light illuminating periodically.
20. Mr. Otilar is an attorney licensed in the state of Texas and represented Complainants in the hearing.
21. Mr. Otilar requested that he be awarded attorney fees in the amount of \$24,700 (19 hours at \$1300 per hour, his current fee for clients of his firm).

22. On September 1, 2020, 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.
23. The hearing in this case convened telephonically on January 20, 2021, before Hearings Examiner Edward Sandoval. Steven and Laura Otilar, Complainants, appeared and testified in the hearing. Mr. Otilar represented Complainants. John Chambless, attorney with Thompson, Coe, Cousins & Irons, LLP, represented Respondent, Jaguar Land Rover North America, LLC, in the hearing. Also present and testifying for Respondent was Brandon Sangster, Customer Satisfaction Senior Technical Specialist. The hearing record closed on January 20, 2021.

#### IV. CONCLUSIONS OF LAW

1. The Texas Department of Motor Vehicles (Department) has jurisdiction over this matter. Tex. Occ. Code §§ 2301.601-2301.613 (Lemon Law).
2. A hearings examiner of the Department's Office of Administrative Hearings has jurisdiction over all matters related to conducting a hearing in this proceeding, including the preparation of a decision with findings of fact and conclusions of law, and the issuance of a final order. Tex. Occ. Code § 2301.704.
3. Complainants 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. Complainants bear the burden of proof in this matter.
6. Complainants proved by a preponderance of the evidence that the vehicle has a verifiable defect or nonconformity (a coolant leak). However, that defect does not present a serious safety hazard or 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 defect or nonconformity in Complainants' 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, 2301.603.
9. Complainants' vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604, 2301.605.
10. Complainants are entitled to repair relief under the terms of Respondent's warranty. Tex. Occ. Code § 2301.204.
11. Complainants are not entitled to have Respondent reimburse them for attorney fees. 43 Tex. Admin. Code § 215.209(a)(6).

**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**. However, Complainants are entitled to repair relief. Respondent shall make any repairs needed to conform the vehicle's cooling system to the applicable warranty. Complainants shall deliver the subject vehicle to Respondent within 20 days after the date this Order becomes final under Texas Government Code § 2001.144.<sup>30</sup> Within 40 days after receiving the vehicle from Complainants, Respondent shall complete repair of the subject vehicle. However, if the Department determines Complainants' refusal or inability to deliver the vehicle caused the failure to complete the required repair as prescribed, the Department may consider Complainants to have rejected the granted relief and deem this proceeding concluded and the complaint file closed under 43 Texas Administrative Code § 215.210(2).

**IT IS ALSO ORDERED THAT** Complainants are not entitled to reimbursement for attorney fees.

**SIGNED February 3, 2021**



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

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<sup>30</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.