

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 21-0001509 CAF**

PRAKASH RANKA, Complainant	§ § § § § § § § §	BEFORE THE OFFICE OF ADMINISTRATIVE HEARINGS
v.		
PORSCHE CARS NORTH AMERICA, INC., Respondent		

DECISION AND ORDER

Prakash Ranka (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in his 2020 Porsche Cayenne Hybrid. Complainant asserts that the vehicle is defective because he hears a loud wind noise when driving the vehicle over 40 mph and because the vehicle’s check engine light (CEL) intermittently illuminates. Porsche Cars North America, Inc. (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, 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 on the merits in this case initially convened telephonically on March 4, 2021, before Hearings Examiner Edward Sandoval. Prakash Ranka, Complainant, represented himself at the hearing. In addition, Complainant’s wife, Nimala Ranka, and a friend, Sinu Pohar, appeared and testified for Complainant. Porsche Cars North America, Inc., Respondent, was represented by Paul Miller, attorney with Germer, Beaman, and Brown, PLLC. Danette Allen, Service Director for Porsche Grapevine, and Juan Hernandez, Service Technician for Porsche Grapevine, also appeared and testified for Respondent. The hearing was continued to April 14, 2021, in order to provide the hearings examiner an opportunity to inspect and test drive the subject vehicle.

The hearing continuance was conducted by Hearings Examiner Edward Sandoval on April 14, 2021, at the Texas Department of Motor Vehicles’ regional service center in Carrollton, Texas. Prakash Ranka, Complainant, appeared and represented himself at the continuance. Porsche Cars North America, Inc., Respondent, was represented by Paul Miller, attorney with Germer, Beaman, and Brown, PLLC. Jimmy Hayes, Field Technical Manager, appeared and testified for Respondent. The hearing record closed on April 14, 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.¹ Second, the defect or condition in the vehicle creates a serious safety hazard or substantially impairs the use or market value of the vehicle.² Third, the manufacturer has been given a reasonable number of attempts to repair or correct the defect or condition.³ Fourth, the owner must have mailed written notice of the alleged defect or nonconformity to the manufacturer.⁴ Lastly, the manufacturer must have been given an opportunity to cure the defect or nonconformity.⁵

In addition to these conditions, a rebuttable presumption can be established 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.⁶

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.⁷

¹ Tex. Occ. Code § 2301.604(a).

² *Id.*

³ *Id.*

⁴ Tex. Occ. Code § 2301.606(c)(1).

⁵ Tex. Occ. Code § 2301.606(c)(2).

⁶ Tex. Occ. Code § 2301.605(a)(1)(A) and (B).

⁷ 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.⁸

Finally, a rebuttable presumption can be established 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 that substantially impairs the vehicle’s use or market value, the vehicle has been out of service for repair for a cumulative total of 30 or more days, and the repairs 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.⁹

The 30 day out of service requirement described in Section 2301.605(a)(3) does not include any period during which the manufacturer or distributor lends the vehicle owner a comparable motor vehicle while the owner’s vehicle is being repaired by a franchised dealer.¹⁰

B. Complainant’s Evidence and Arguments

1. Prakash Ranka’s Testimony

Complainant purchased a new 2020 Porsche Cayenne Hybrid from Porsche Grapevine (PG) in Grapevine, Texas on July 31, 2020, with mileage of 17 at the time of delivery.^{11,12} Respondent provided a new vehicle limited warranty for the vehicle which provides coverage for four (4) years or 50,000 miles. On the date of the initial hearing the vehicle’s mileage was 4,072. At the time of hearing Respondent’s warranty was still in effect.

Complainant testified that he has experienced several issues with the vehicle. He has had issues with not being able to access certain applications of the vehicle’s technology, the vehicle not charging, wind noise when driving the vehicle over 40 mph, and the CEL intermittently illuminating.

Complainant stated that the day after picking up the vehicle, his cell phone would not connect to the vehicle’s Bluetooth. On August 4, 2021, Complainant attempted to connect to Respondent’s

⁸ Tex. Occ. Code § 2301.601(4).

⁹ Tex. Occ. Code § 2301.605(a)(3)(A) and (B).

¹⁰ Tex. Occ. Code § 2301.605(c).

¹¹ Complainant Ex. 1, Motor Vehicle Retail Installment Sales Contract dated July 31, 2020.

¹² Complainant Ex. 3, New Vehicle Information dated July 31, 2020.

technology website, but the site was down for ten (10) days. Complainant was able to connect his phone to the Bluetooth once the site was back up.

In August of 2020, Complainant began experiencing an issue with recharging the vehicle's hybrid battery. In an attempt to resolve the issue, Complainant took the vehicle to PG for repair on August 12, 2020. PG's service technician initially was unable to correct the issue, until the charging cable was replaced.¹³ The vehicle's mileage when Complainant turned it over to the dealer on this occasion was 143.¹⁴ Cooley had the vehicle in their possession for five (5) days during this repair visit. Complainant was not provided a loaner vehicle while his vehicle was being repaired.¹⁵ The charging issue did not recur after this repair was performed.

Complainant began to hear wind noise from the vehicle from the vehicle's driver's side door. He likened the noise as if he were going through a tunnel. In addition, Complainant was experiencing an issue where the garage door opener application was losing the programming to open the garage door at Complainant's home. He returned the vehicle to PG for repair for the concerns on September 9, 2020. PG's service technician verified a wind noise issue in the vehicle and replaced the vehicle's driver's side door's window guide in order to address the concern.¹⁶ In addition, the technician deleted the garage door calibrations and reprogrammed the garage door opener to Porsche Homelink in order to address the concern regarding the garage door opener.¹⁷ The mileage on the vehicle at the time was 620.¹⁸ PG had the vehicle in their possession until September 19, 2020, during this repair visit.¹⁹ Complainant was provided a loaner vehicle while his vehicle was being repaired.

Complainant testified that he continued to hear wind noise in the vehicle when driving over 40 mph. In addition, he began to experience an issue with the vehicle's CEL illuminating intermittently, usually first thing in the morning. Complainant stated that on occasion when he started the vehicle, the warning lights illuminated then would turn off as normal. However, sometimes the CEL would illuminate and not turn off. On those occasions the vehicle's transmission would not shift into gear. Complainant would have to turn off the vehicle and restart it, in order to shift the transmission. When Complainant restarted the vehicle, the CEL would turn off and allow him to drive the vehicle. Complainant took the vehicle to PG for the issue in September of 2020. The service technician reset the vehicle's CEL and advised him to return the vehicle for repair if the issue recurred. The problem occurred again within a day or two

¹³ Respondent Ex. 3, Repair Order dated August 12, 2020.

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ Respondent Ex. 5, Repair Order dated September 9, 2020.

¹⁷ *Id.*

¹⁸ *Id.*

¹⁹ *Id.*

and Complainant took the vehicle to PG on September 28, 2020, for repair. On this occasion, PG's service technician verified the issue and found some stored fault codes on the vehicle's computers.²⁰ The service technician replaced the vehicle's spark plugs in order to resolve the issue.²¹ The vehicle was in PG's possession until October 12, 2020, on this occasion.²² Complainant was provided with a loaner vehicle during this repair visit. The mileage on the vehicle at the time Complainant took it for repair on this occasion was 797.²³

Complainant testified that he continues to experience problems with the CEL illuminating when he starts the vehicle. He stated that he usually has to restart the vehicle at least twice in order to get the CEL to turn off.

Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles on October 3, 2020.²⁴ Complainant testified that he mailed a letter to Respondent on September 23, 2020, informing them of his dissatisfaction with the vehicle.

During cross-examination Complainant stated that he has taken the vehicle to PG for repair on two (2) other occasions: November 23, 2020 and January 4, 2021. He raised the issues regarding hearing an abnormal wind noise on both occasions and the issue regarding the CEL illuminating on the last visit. PG's technicians were unable to duplicate the issues complained of on either occasion. The vehicle's mileage on November 23, 2020 was 1,811.²⁵ The vehicle's mileage on January 4, 2021 was 2,881.²⁶

2. Sinu Pohar's Testimony

Sinu Pohar, Complainant's friend, testified for Complainant. He stated that he has driven the vehicle on at least two (2) occasions. On those occasions, he experienced unusual wind noise when driving the vehicle at higher speeds. Mr. Pohar stated that when he heard the noise, it sounded as if one of the side windows was open. He described it as a gushing noise.

Mr. Pohar also stated that approximately two (2) weeks prior to the date of the original hearing on March 4, 2021, he experienced an issue where when he attempted to start the vehicle the CEL illuminated but the vehicle did not start. Since the vehicle would not start, Mr. Pohar recycle the key in order to get the vehicle to start.

²⁰ Respondent Ex. 6, Repair Order dated September 28, 2020.

²¹ *Id.*

²² *Id.*

²³ *Id.*

²⁴ Complainant Ex. 2, Lemon Law Complaint. Complainant dated October 3, 2020.

²⁵ Respondent Ex. 7, Repair Order dated November 23, 2020.

²⁶ Respondent Ex. 8, Repair Order dated January 4, 2021.

Mr. Pohar indicated under cross-examination that he has never driven a hybrid sports car prior to driving Complainant's vehicle.

3. Nimala Ranka's Testimony

Nimala Ranka, Complainant's wife, testified in the hearing. She stated that she has observed occasions where the vehicle will not start up properly. On these occasions, Complainant would start the vehicle, the CEL would illuminate, and Complainant was not able to shift the vehicle's transmission into gear. She had seen this occur at least two (2) to three (3) times prior to March 4, 2021.

Ms. Ranka also stated that she has heard abnormal wind noise from the back of the vehicle when driving at higher rate of speeds. She stated that the wind noise is loud and sounds like wind entering the vehicle.

C. Respondent's Evidence and Arguments

1. Danette Allen's Testimony

Danette Allen, Service Director for Porsche Grapevine, has worked in the automotive industry for 15 years. She has worked as a service technician, service advisor, service manager, and service director for Porsche and Mercedes-Benz dealers. Ms. Allen has worked for Porsche Grapevine for the past three (3) years as their service director. She is an Automotive Service Excellence (ASE) Certified Master Technician.

Ms. Allen testified that she last saw the vehicle on January 4, 2021. She stated that on that occasion Complainant had taken the vehicle to PG due to a complaint regarding abnormal wind noise when driving the vehicle at a higher rate of speed. Ms. Allen stated that she test drove the vehicle and did not hear any abnormal wind noises when driving the vehicle. Ms. Allen also testified that Complainant also raised an issue with the vehicle's CEL illuminating when he started the vehicle. Ms. Allen indicated that she could not recreate the issue regarding the CEL illuminating. However, she did indicate that when turning on the vehicle the warning lights will illuminate and the last one to turn off will be the CEL. Ms. Allen also stated that the vehicle has a brake hold feature which will keep the vehicle's brakes engaged until the driver steps on the vehicle's accelerator. She feels that this may be a factor in what Complainant is experiencing with the vehicle.

Ms. Allen stated that Complainant took the vehicle to PG for the CEL illuminating on three (3) occasions: September 26, 2020; September 28, 2020, and January 4, 2021. In addition, Complainant took the vehicle to PG three (3) times for the wind noise issue: September 9, 2020; November 23, 2020; and January 4, 2021.

Ms. Allen stated that on September 9, 2020, PG's service technicians replaced the vehicle's driver's side front door's window guide in an attempt to address Complainant's concern regarding the wind noise. On September 26, 2020, PG's service technician reset the vehicle's CEL and asked Complainant to bring the vehicle back to the dealer if the issue recurred with the light. When Complainant took the vehicle back to PG on September 28, 2020, for the CEL issue, PG's service technician replaced the vehicle's spark plugs on all cylinders after finding fault codes on the vehicle's engine control module. Ms. Allen stated that Complainant returned the vehicle to PG on November 23, 2020, for the wind noise issue. Ms. Allen stated that she was not involved in this repair, but she stated that the way the vehicle is designed the side mirrors can create turbulence which will create some noise. She indicated that the vehicle is a performance vehicle and it will have some noise.

Ms. Allen testified that she feels the vehicle is operating as designed.

2. Juan Hernandez' Testimony

Juan Hernandez, Service Technician for Porsche Grapevine, has worked in the automotive industry for 15 years. He has worked in his current position for the last three (3) years. Prior to being hired by PG, Mr. Hernandez worked for several years as a service technician for Park Place Porsche in Dallas, Texas. He is not Automotive Service Excellence (ASE) certified. However, Mr. Hernandez is a Porsche Gold Certified Technician.

Mr. Hernandez testified that he has inspected and/or worked on Complainant's vehicle on three (3) occasions. On September 9, 2020, Mr. Hernandez assisted with replacing the driver's side door's window guides in order to address the wind issue. On November 23, 2020, Mr. Hernandez rode with Complainant in an attempt to recreate the abnormal wind noise. Mr. Hernandez stated that he did not hear any unusual wind noises on this occasion. Finally, on January 4, 2021, Mr. Hernandez rode with Ms. Allen on a test drive in the subject vehicle in an attempt to ascertain whether there was an abnormal wind noise inside the vehicle at higher rates of speed. Mr. Hernandez testified that he did not hear any abnormal noise on this occasion.

3. Johnny Hayes' Testimony

Johnny Hayes, Field Technical Manager, has worked in the automotive industry since 1983. Mr. Hayes started his career studying automotive repair in vocational school. In 1987, Mr. Hayes started working for a Volkswagen dealer as a service technician. He worked there for one year, before being hired by a Porsche dealer as technician. In 1999, Mr. Hayes was hired by Park Place Porsche as a shop foreman. In 2011, Mr. Hayes was hired for his present position by Respondent. Mr. Hayes stated that among his current job duties is that he is to provide technical support for various dealers within his assigned work territory.

Mr. Hayes testified that he did not hear any abnormal wind noises in the vehicle during the test drive taken on April 14, 2021, the date of the hearing continuance. He stated that the noise heard was normal for this type of vehicle, as it is a performance vehicle and will be noisier than other luxury vehicles.

Mr. Hayes also stated that the vehicle has a four (4) year/50,000 mile bumper-to-bumper warranty provided by Respondent.

D. Analysis

Under the Lemon Law, Complainant bears the burden of proof to establish by a preponderance of evidence that a defect or condition creates a serious safety hazard or substantially impairs the use or market value of the vehicle. In addition, Complainant must meet the presumption that the manufacturer was given a reasonable number of attempts to repair or correct the defect or condition to conform the vehicle to an applicable express warranty. Finally, Complainant is required to serve written notice of the defect or nonconformity on Respondent, who must be allowed an opportunity to cure the defect. If each of these requirements is met and Respondent is still unable to conform the vehicle to an express warranty by repairing the defect or condition, Complainant is entitled to have the vehicle repurchased or replaced.

Complainant indicated in his initial Lemon Law complaint that he was dealing with four (4) issues with the vehicle. These issues were that certain parts of the vehicle's technology could not be connected for a period of time, that the vehicle would not charge, that there was abnormal wind noise when driving the vehicle over 40 mph, and that the CEL would intermittently illuminate and, on those occasions, the vehicle's transmission would not shift into gear. At the time of hearing, Complainant indicated that the first two (2) issues had been resolved and that the only issues left were the wind noise and CEL illuminating issues. As such, the hearings examiner will only address the last two (2) issues.

1. Wind Noise Issue

One of Complainant's concerns involved an abnormal wind noise that he hears when the vehicle is being driven at speeds in excess of 40 mph. Complainant's testimony was that this noise was still occurring at the time of hearing. Respondent's representative indicated that the vehicle is a performance vehicle and may be noisier than other luxury vehicles.

There is no doubt that Complainant hears what he considers to be an abnormal noise when driving the vehicle at higher speeds. However, the presence of a noise is insufficient to prove the existence of a warrantable defect in a vehicle. There has to be a relationship between the complained of noise and a warrantable defect or nonconformity in the vehicle, or alternatively, that a warrantable defect or nonconformity is the source of the complained of noise. In the present case, the evidence is that the noise is a normal operating characteristic of the vehicle. It is understandable that the noise can be annoying and Complainant testified as much. However, the hearings examiner must hold that there is no manufacturing defect which is causing the noise as it is caused by a design issue and, as such, repurchase or replacement relief for Complainant is not warranted for this issue.

2. CEL Illuminating

The evidence taken at hearing indicates that intermittently the vehicle's CEL illuminates, will not turn off, and prevents the vehicle's transmission from shifting into gear. The issue can be resolved by turning off the vehicle and restarting it. Even though the issue is frustrating, it does not substantially impair the use or market value of the vehicle nor does it create a serious safety hazard as defined in the Occupations Code. As such, the hearings examiner must hold that this issue does not provide sufficient grounds to order repurchase or replacement of the vehicle; however, the hearings examiner will order Respondent to investigate and attempt to repair the concern with the vehicle's CEL illuminating and not turning off.

On the date of the initial hearing, the vehicle's mileage was 4,072 and it remains under warranty. As such, the Respondent is still under an obligation to repair the vehicle whenever there is a problem covered by the vehicle's warranty.

Complainant's request for repurchase or replacement relief is denied. However, repair relief will be ordered for the CEL issue as described below.

III. FINDINGS OF FACT

1. Prakash Ranka (Complainant) purchased a new 2020 Porsche Cayenne Hybrid on July 31, 2020, from Porsche Grapevine (PG) in Grapevine, Texas, with mileage of 17 at the time of delivery.
2. The manufacturer or distributor of the vehicle, Porsche Cars North America, Inc. (Respondent), issued a new vehicle limited warranty for the vehicle which provides coverage for four (4) years or 50,000 miles, whichever occurs first.
3. The vehicle's mileage on the date of the initial hearing was 4,072.
4. Respondent's warranty was still in effect at the time of hearing.
5. Complainant hears wind noise from the vehicle when driving it 40 mph or more and has observed on occasion the vehicle's check engine light (CEL) illuminate and not turn off.
6. Complainant took the vehicle to Respondent's authorized dealer, PG, on the following dates in order to address his concerns regarding the wind noise and/or the CEL illuminating issues:
 - a. September 9, 2020, at 620 miles;
 - b. September 26, 2020, at unknown miles; and
 - c. September 28, 2020, at 797 miles.
7. On September 9, 2020, PG's service technician replaced the vehicle's driver's side door's window guide in order to address Complainant's concern regarding the wind noise issue.
8. On September 26, 2020, PG's service technician reset the vehicle's CEL and asked Complainant to monitor the situation. No other repair was performed at the time.
9. On September 28, 2020, PG's service technician verified the CEL issue, found some fault codes stored on the vehicle's computers, and replaced the vehicle's spark plugs on all of the cylinders in order to address the issue of the CEL illuminating and not turning off.
10. On September 23, 2020, Complainant sent a letter to Respondent advising them of his dissatisfaction with the vehicle.

11. On October 30, 2020, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
12. On November 23, 2020, Complainant took the vehicle to PG for repair for the wind noise issue. The vehicle's mileage at the time was 1,811.
13. During the repair visit described in Findings of Fact #12, two of PG's service technicians test drove the vehicle and determined that they could only hear wind turbulence from the driver's and passenger side mirrors which is normal for the vehicle. No repair was performed at the time.
14. On January 4, 2021, Complainant took the vehicle to PG for repair for the wind noise and CEL illuminating issues. The vehicle's mileage at the time was 2,881.
15. During the repair visit described in Findings of Fact #14, PG's service technician was unable to detect any abnormal noises from either the vehicle's sunroof or windshield. In addition, the technician was unable to recreate an issue with the vehicle's CEL illuminating.
16. Complainant still hears wind noise when driving the vehicle in excess of 40 mph.
17. Complainant observed the vehicle's CEL last illuminate and stay lit on April 14, 2021, the date of the continued hearing.
18. On December 22, 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.
19. The hearing on the merits in this case initially convened telephonically on March 4, 2021, before Hearings Examiner Edward Sandoval. Prakash Ranka, Complainant, represented himself at the hearing. In addition, Complainant's wife, Nimala Ranka, and a friend, Sinu Pohar, appeared and testified for Complainant. Porsche Cars North America, Inc., Respondent, was represented by Paul Miller, attorney with Germer, Beaman, and Brown, PLLC. Danette Allen, Service Director for Porsche Grapevine, and Juan Hernandez, Service Technician for Porsche Grapevine, also appeared and testified for Respondent. The hearing was continued to April 14, 2021, in order to provide the hearings examiner an opportunity to inspect and test drive the subject vehicle.

20. The hearing continuance was conducted by Hearings Examiner Edward Sandoval on April 14, 2021, at the Texas Department of Motor Vehicles' regional office in Carrollton, Texas. Prakash Ranka, Complainant, appeared and represented himself at the continuance. Porsche Cars North America, Inc., Respondent, was represented by Paul Miller, attorney with Germer, Beaman, and Brown, PLLC. Jimmy Hayes, Field Technical Manager, appeared and testified for Respondent. The hearing record closed on April 14, 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. 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, *i.e.*, the vehicle's CEL intermittently will illuminate on startup and not turn off, and at the same time the vehicle's transmission will not shift into gear. 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. Respondent remains responsible to address and repair or correct any defects that are covered by Respondent's warranties. Tex. Occ. Code §§ 2301.204, 2301.603.
8. Complainant's vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604.

9. 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 Complainant's petition for replacement or repurchase relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 is hereby **DISMISSED**. It is **FURTHER ORDERED** that Respondent shall make any repairs needed to conform the vehicle (*i.e.*, inspect the vehicle to address the issue of the CEL illuminating on startup and not turning off) 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 § 2001.144.²⁷ 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 June 14, 2021.



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

²⁷ (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.