

**TEXAS DEPARTMENT OF MOTOR VEHICLES
CASE NO. 21-0011879 CAF**

**CHANTHRA LAIKHRAM,
Complainant**

v.

**AMERICAN HONDA MOTOR
COMPANY, INC.,
Respondent**

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**BEFORE THE OFFICE

OF

ADMINISTRATIVE HEARINGS**

DECISION AND ORDER

Chanthra Laikhram (Complainant) seeks relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 (Lemon Law) for alleged defects in her 2020 Honda Pilot. Complainant asserts that the subject vehicle has a defect that has caused several warning lights on the vehicle’s dashboard (the lights in question were for the adaptive cruise control, power steering system, vehicle stability assist, trailer stability assist, road departure mitigation assist, and emissions control system) to illuminate periodically. In addition, Complainant asserts that she has been hearing an intermittent clicking noise coming from the vehicle’s steering wheel. American Honda Motor Company, Inc. (Respondent) argued that the vehicle has been repaired, that no defect or nonconformity currently exists in the vehicle, and that no relief is warranted. The hearings examiner concludes that the vehicle has been repaired and that repurchase or replacement relief is not warranted.

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 was conducted on October 13, 2021, in Carrollton, Texas before Hearings Examiner Edward Sandoval. Chanthra Laikhram, Complainant, appeared and represented herself at the hearing. Respondent, American Honda Motor Company, Inc., was represented by Abigail Mathews, attorney with FrancisMathews, PLLC. Also appearing and testifying for Respondent was Jeff Queen, District Parts and Service Manager. Egbert Lim, interpreter, provided Thai language interpretation for Complainant. The hearing record closed on October 13, 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 provided 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

“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

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).

⁸ Tex. Occ. Code § 2301.601(4).

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

Complainant leased a new 2020 Honda Pilot on June 13, 2020, from David McDavid Honda of Frisco (McDavid) located in Frisco, Texas.¹¹ The vehicle's mileage at the time of delivery was 111.¹² Respondent provided a new vehicle limited bumper-to-bumper warranty for the vehicle which provides coverage for three (3) years or 36,000 miles, whichever comes first. In addition, Respondent provided a five (5) year or 60,000 mile powertrain warranty for the vehicle's powertrain. On the date of hearing the vehicle's mileage was 23,178 miles and the vehicle's warranties were still in effect.

Complainant asserts that there are two (2) issues with the vehicle with which she is concerned. Several of the vehicle's warning lights have illuminated while she was driving the vehicle on at least three (3) occasions. In addition, Complainant has heard an intermittent clicking noise coming from the vehicle's steering wheel area.

Complainant testified that she test drove the vehicle before purchasing it and did not notice anything unusual during the test drive. However, sometime in early July of 2020, Complainant began to hear an intermittent clicking noise coming from the vehicle's steering wheel when she was driving the vehicle.

Complainant took the vehicle to McDavid for repair for the noise issue on July 13, 2020. McDavid's service technician verified hearing the noise when the steering wheel was turned.¹³ After further investigation, the technician determined that the noise was being caused by the

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

¹⁰ Tex. Occ. Code § 2301.605(c).

¹¹ Complainant Ex. 2, Motor Vehicle Retail Installment Sales Contract dated June 13, 2020.

¹² Complainant Ex. 3, Odometer Disclosure Statement dated June 13, 2020.

¹³ Complainant Ex. 4, Repair Order dated July 13, 2020.

vehicle's cable reel assembly, which the technician replaced.¹⁴ The vehicle's mileage on this occasion was 1,829.¹⁵ The vehicle was in McDavid's possession for four (4) days. Complainant was not provided a loaner vehicle while her vehicle was being repaired. Complainant stated that the noise was no longer present after the repair.

Complainant stated that she was driving the vehicle on August 7, 2020, when several of the vehicle's warning lights on the dashboard lit up. The lights were for the adaptive cruise control, power steering system, vehicle stability assist, trailer stability assist, road departure mitigation assist, and emissions control system. Complainant had the vehicle towed to McDavid for repair for the issue. McDavid's service technician found a stored diagnostic trouble code (DTC) on the vehicle's computers indicating an issue with the vehicle's throttle position, but was unable to determine why the warning lights illuminated and no repairs were performed at the time.¹⁶ The vehicle's mileage on this occasion was 3,068.¹⁷ Complainant testified that the vehicle was in McDavid's possession for eight (8) days. Complainant was provided with a loaner vehicle while her vehicle was being repaired.

Complainant testified that on August 24, 2020, while driving the vehicle, the warning lights turned on again and the vehicle slowed down on its own. Complainant had the vehicle towed to McDavid for repair. McDavid's service technician performed diagnostics on the vehicle and determined that the vehicle's throttle body was malfunctioning.¹⁸ The technician replaced the throttle body and performed an idle relearn on the vehicle in order to resolve the issue regarding the warning lights.¹⁹ The vehicle's mileage on this occasion was 3,452.²⁰ The vehicle was in McDavid's possession for three (3) days during this repair visit. Complainant was provided a loaner vehicle while her vehicle was being repaired.

On August 25, 2020, Complainant's attorney sent a letter to Respondent advising them that Complainant was dissatisfied with the vehicle.²¹

Complainant testified that she got the vehicle back from McDavid on August 26, 2020, and that none of the warning lights were illuminated. However, after about five (5) hours the warning lights lit up again. Complainant had the vehicle towed to McDavid for repair. McDavid's service

¹⁴ *Id.*

¹⁵ *Id.*

¹⁶ Complainant Ex. 5, Repair Order dated August 7, 2020.

¹⁷ *Id.*

¹⁸ Complainant Ex. 6, Repair Order dated August 24, 2020.

¹⁹ *Id.*

²⁰ *Id.*

²¹ Complainant Ex. 10, Letters to American Honda Motor Company dated August 25, 2020 and September 15, 2020, pp. 1-2.

technician found a DTC on the vehicle's computers indicating an incorrect voltage correlation.²² After further investigation, the technician determined that the vehicle's engine harness was faulty and replaced it.²³ The vehicle's mileage on this occasion was 3,500.²⁴ The vehicle was in McDavid's possession for six (6) days on this occasion. Complainant was provided a loaner vehicle while her vehicle was being repaired. Complainant testified that the vehicle's warning lights have not illuminated since prior to this repair being performed.

On September 15, 2020, Complainant's attorney sent a second letter to Respondent advising them of Complainant's dissatisfaction with the vehicle.²⁵

Complainant testified that on October 9, 2020, she began to hear the clicking noise coming from the vehicle's steering wheel area again. She took the vehicle to McDavid for repair for the issue on October 9, 2020. McDavid's service technician indicated that the noise was actually coming from the vehicle's infotainment system and replaced the system's FAKRA connectors and installed MOST service cords to the system in order to resolve the issue.²⁶ The vehicle's mileage on this occasion was 5,238.²⁷ The vehicle was in McDavid's possession for two (2) days for the repair. Complainant was provided a loaner vehicle while her vehicle was being repaired. Complainant did not hear the clicking noise when she got the vehicle back from the dealer.

Complainant testified that she heard the clicking noise coming from the vehicle's steering wheel again in December of 2020. She took the vehicle to McDavid for repair on December 8, 2020. McDavid's service technician determined that the noise was being caused by the vehicle's cable reel and steering angle sensor when turning in the vehicle.²⁸ The technician replaced the vehicle's cable reel assembly and the steering angle sensor in order to resolve the issue.²⁹ The vehicle's mileage on this occasion was 8,942.³⁰ The vehicle was in McDavid's possession for four (4) days on this occasion. Complainant was provided with a loaner vehicle while her vehicle was being repaired. Complainant testified that she did not hear the clicking noise after getting the vehicle back from the dealer.

Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department) on May 25, 2021.³¹ Complainant testified that she did not experience any issues

²² Complainant Ex. 7, Repair Order dated August 27, 2020.

²³ *Id.*

²⁴ *Id.*

²⁵ Complainant Ex. 10, Letters to American Honda Motor Company dated August 25, 2020 and September 15, 2020, pp. 3-4.

²⁶ Complainant Ex. 8, Repair Order dated October 9, 2020.

²⁷ *Id.*

²⁸ Complainant Ex. 9, Repair Order dated December 8, 2020.

²⁹ *Id.*

³⁰ *Id.*

³¹ Complainant Ex. 1, Lemon Law Complaint dated May 25, 2021.

with the vehicle between December 8, 2020, the final repair before filing the Lemon Law complaint, and May 25, 2021, when Complainant filed the complaint.

Complainant testified that she heard the clicking noise from the steering wheel again on October 2, 2021. She stated that the noise only occurs when she's driving straight in the vehicle. This was the first time that Complainant had heard the noise since December of 2020.

Complainant stated that she wants a new vehicle because she does not have time to be taking her vehicle to the dealer for repair. She feels that she's spent a lot of time dealing with the various repairs to the vehicle and has experienced quite a bit of stress as a result. Complainant also stated that she feels that the vehicle's value has been reduced because of the number of repairs that have been performed on it. Complainant further stated that she feels that the vehicle is not safe because the clicking noise could result in other issues arising with the vehicle.

Complainant testified that she did show up for the final inspection of the vehicle that was scheduled for August 24, 2021 but was told that there was not a loaner vehicle available for her, so she left. In addition, Complainant stated that she could not agree to a second attempt to inspect the vehicle on September 20, 2021, because she had an appointment with her immigration attorney at noon on the same date and she could not take the vehicle to the dealer because she needed to have a vehicle to get to her appointment.

During cross-examination, Complainant stated that she has not experienced any problems steering the vehicle or operating the vehicle since December of 2020. She did not take the vehicle to a dealer for repair when the clicking noise recurred in October of 2021.

C. Respondent's Evidence and Arguments

1. Jeff Queen's Testimony

Jeff Queen, District Parts and Service Manager, testified for Respondent. Mr. Queen testified that he has worked in the automotive industry for the past six (6) years when he was hired in his present position. Prior to being hired by Respondent, Mr. Queen worked with motorcycles for 17 years. Mr. Queen does not have a technical background. He does have some specialized training which was provided by Respondent and he works with service technicians on a daily basis.

Mr. Queen stated that Respondent provided a three (3) year or 36,000 mile bumper-to-bumper limited warranty for the subject vehicle. In addition, Respondent provided a five (5) year or 60,000 mile warranty for the vehicle's powertrain.

Mr. Queen testified that he was notified of Complainant's Lemon Law complaint in August of 2021. On August 10, 2021, Albert Pimental, an employee in Respondent's Mediation Department, sent a letter to Complainant in which he informed Complainant that Respondent wanted to inspect the vehicle on August 24, 2021, at the McDavid dealership in Frisco, Texas.³² The inspection was scheduled for 9:00 a.m..³³ Mr. Queen testified that he was at the dealership on the date in question. However, Complainant did not show up to the dealership until approximately 10:15. By the time that Complainant arrived at the dealership no more loaner vehicles were available. When Complainant found out that no loaner vehicles were available, she immediately left. Mr. Queen did not get an opportunity to speak to Complainant before she left.

Mr. Queen verified the repairs that were performed on the vehicle according to the repair orders submitted by Complainant. He indicated that Respondent had issued a bulletin regarding a problem with a popping or crackling noise coming from certain vehicles' stereo speakers which prompted the replacement of the FAKRA connectors to the infotainment system on October 9, 2020. According to the bulletin, the popping or crackling noise in the speakers could be caused by the Bluetooth connection with a cell phone.

Mr. Queen testified that the noise currently heard by Complainant from the steering wheel is not caused by the cable reel or steering angle sensor. In addition, he does not feel that the noise will cause any difficulty operating the vehicle. Mr. Queen stated that he feels that the vehicle is repaired. He does not feel that the vehicle's value has been affected by any of the repairs performed to it.

2. Abigail Mathews' Testimony

Abigail Mathews, attorney, testified regarding her attempts to schedule an inspection of the subject vehicle. Ms. Mathews attempted to schedule the inspection for September 20, 2021, at the McDavid dealership. Ms. Mathews stated that Complainant was difficult to deal with. Ms. Mathews stated that Complainant wanted someone from the dealer pick up her vehicle and drop off a loaner on Saturday, September 18, 2021, prior to the scheduled inspection. Respondent could not honor Complainant's wishes since she wanted the loaner vehicle two (2) days prior to the scheduled inspection. In addition, Complainant refused to drop off the loaner vehicle after the inspection was completed. Instead, she wanted the dealer to drop off her vehicle and pick up the loaner after the inspection. Ms. Mathews pointed out that the dealership opens at 7:00 a.m. and that Complainant's appointment was not until noon which gave her plenty of time on September 20, 2021, to take her vehicle to the dealer for the inspection.

³² Respondent Ex. 1, Letter from Albert Pimentel to Complainant dated August 10, 2021.

³³ *Id.*

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.

1. Warning Lights Illuminating Issue

The evidence presented at the hearing established that several warning lights (the adaptive cruise control, power steering system, vehicle stability assist, trailer stability assist, road departure mitigation assist, and emissions control system) on the vehicle's dashboard illuminated on at least three (3) occasions and that on one occasion (August 24, 2020) the vehicle slowed down on its own. Repairs for the issue were performed on August 7, 2020; August 24, 2020; and August 27, 2020. On August 27, 2020, McDavid's service technicians replaced the vehicle's engine harness. The warning lights have not illuminated on the vehicle and Complainant has not experienced any trouble with the vehicle slowing down since August 27, 2020.

Since the issue with the warning lights has not recurred since the repair performed on August 27, 2020, the hearings examiner must hold that the issue has been repaired and, as such, does not provide grounds to order repurchase or replacement relief for Complainant.

2. Clicking Noise Issue

Complainant testified that she has heard an intermittent clicking noise coming from the vehicle's steering wheel. She took the vehicle to McDavid for repair for the issue on July 13, 2020; October 9, 2020; and December 8, 2020. On December 8, 2020, McDavid's technicians replaced the vehicle's cable reel assembly and the steering angle sensor. The evidence presented at the hearing indicates that the noise did not recur after the December 8, 2020 repair until October 2, 2021 when Complainant heard the noise again.

Complainant testified that she again recently heard a clicking noise from the vehicle's steering wheel when driving the vehicle. (Although during the test drive, the hearings examiner did not hear any abnormal noises in the vehicle.). Just hearing 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. It is understandable that the noise can be annoying and/or concerning. However, the noise, in and of itself, does not create a serious safety hazard as defined in Section 2301.601(4) of the Texas Occupations Code. It's not a life-threatening malfunction or nonconformity that substantially impedes Complainant's ability to control or operate the vehicle and it does not create substantial risk of fire or explosion.

In addition, the noise does not *substantially* impair the use or market value of the vehicle. If Complainant were to trade in the vehicle or attempt to sell it to another party, it's questionable that the noise would affect the purchase price.

Therefore, the hearings examiner finds that there is no defect with the vehicle as defined in the Occupations Code and, as such, repurchase or replacement relief for Complainant is not warranted.

On the date of the hearing, the vehicle's mileage was 23,178 and it remains under warranty. As such, Respondent is still under an obligation to repair the vehicle whenever there is a problem covered by the vehicle's warranties.

Complainant's request for repurchase or replacement relief is denied.

III. FINDINGS OF FACT

1. Chanthra Laikhram (Complainant) purchased a new 2020 Honda Pilot on June 13, 2020, from David McDavid Honda of Frisco (McDavid) located in Frisco, Texas with mileage of 111 at the time of delivery.
2. The manufacturer or distributor of the vehicle, American Honda Motor Company, Inc. (Respondent), issued a new vehicle limited warranty for the vehicle which provides bumper-to-bumper coverage for the first three (3) years or 36,000 miles after delivery, whichever comes first. In addition, Respondent provided a powertrain warranty which provides coverage for the vehicle's powertrain for five (5) years or 60,000 miles.
3. The vehicle's mileage on the date of hearing was 23,178.
4. At the time of hearing the vehicle's warranties were still in effect.
5. Complainant has experienced situations where she has had a clicking noise coming from

the vehicle's steering wheel and where several warning lights (the lights in question were for the adaptive cruise control, power steering system, vehicle stability assist, trailer stability assist, road departure mitigation assist, and emissions control system) have illuminated on the vehicle's dashboard.

6. Complainant took the vehicle for repair to Respondent's authorized dealer, McDavid, to address her concerns with the clicking noise and warning light illuminating issues on the following dates:
 - a. July 13, 2020, at 1,829 miles, for the clicking noise;
 - b. August 7, 2020, at 3,068 miles, for the warning lights illuminating;
 - c. August 24, 2020, at 3,452 miles for the warning lights illuminating;
 - d. August 27, 2020, at 3,500 miles for the warning lights illuminating;
 - e. October 9, 2020, at 5,238 miles for the clicking noise; and
 - f. December 8, 2020, at 8,942 miles for the clicking noise.
7. On July 13, 2020, McDavid's service technician replaced the vehicle's cable reel assembly in order to address the issue of the clicking noise emitting from the vehicle's steering wheel.
8. On August 7, 2020, McDavid's service technician inspected the vehicle and found a diagnostic trouble code indicating a problem with the vehicle's throttle position (tp) sensor. However, no repairs were performed at the time.
9. On August 24, 2020, McDavid's service technician determined that the vehicle's throttle body was malfunctioning.
10. During the repair visit described in Findings of Fact #9, the service technician replaced the throttle body and performed an idle relearn to the vehicle in order to address the issue with the warning lights illuminating.
11. On August 25, 2020, Complainant's attorney sent a letter to Respondent informing them of Complainant's dissatisfaction with the vehicle.
12. On August 27, 2020, McDavid's service technician inspected the vehicle and determined that the vehicle's engine harness was faulty. The technician replaced the harness in order to address the issue of the warning lights illuminating.
13. The vehicle's warning lights have not illuminated since the repair performed on August 27, 2020.

14. On September 15, 2020, Complainant's attorney sent a second letter to Respondent advising them of Complainant's dissatisfaction with the vehicle.
15. On October 9, 2020, McDavid's service technician replaced the vehicle's FAKRA connectors in the infotainment unit because he felt that the clicking noise Complainant was hearing was coming from the infotainment system.
16. On December 8, 2020, McDavid's service technician replaced the vehicle's cable reel and steering angle sensor in order to address the issue of the clicking noise coming from the vehicle's steering wheel.
17. After December 8, 2020, and prior to October 1, 2020, Complainant did not hear a clicking noise from the vehicle's steering wheel nor did she experience the warning lights illuminating on the vehicle's dashboard.
18. On May 25, 2021, Complainant filed a Lemon Law complaint with the Texas Department of Motor Vehicles (Department).
19. Respondent scheduled a final inspection of the vehicle for August of 2021. However, Complainant left the dealership prior to the inspection taking place because she was informed that no loaner vehicle was available for her.
20. Complainant refused to provide Respondent any other opportunities for a final inspection of the vehicle.
21. On October 2, 2021, Complainant heard a clicking noise from the vehicle's steering wheel when she was driving the vehicle.
22. On August 9, 2021, 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 was conducted on October 13, 2021, in Carrollton, Texas before Hearings Examiner Edward Sandoval. Chanthra Laikhram, Complainant, appeared and represented herself at the hearing. Respondent, American Honda Motor Company, Inc., was represented by Abigail Mathews, attorney with FrancisMathews, PLLC. Also appearing and testifying for Respondent was Jeff Queen, District Parts and Service

Manager. Egbert Lim, interpreter, provided Thai language interpretation for Complainant. The hearing record closed on October 13, 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 failed to prove by a preponderance of the evidence that Respondent was unable to conform the vehicle to an express warranty by repairing or correcting a defect or condition that presents a serious safety hazard or substantially impairs the use or market value of the vehicle. Tex. Occ. Code § 2301.604.
7. Respondent remains responsible to address and repair or correct any defects that are covered by Respondent's warranties. Tex. Occ. Code §§ 2301.204, 2301.603.
8. Complainant's vehicle does not qualify for replacement or repurchase. Tex. Occ. Code § 2301.604.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is **ORDERED** that Complainant's petition for replacement or repurchase relief pursuant to Texas Occupations Code §§ 2301.601-2301.613 is hereby **DISMISSED**.

SIGNED October 19, 2021.



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