



LEMON LAW EXPERTS



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THE LEMON LAW EXPERTS

**If you suspect you have a lemon,
you have contacted the right
team; our Lemon Law Experts
are here to help you!**

**Do not delay in getting the
representation that you deserve
and need. Call us today at
1-877-885-5366 for a free and
confidential case evaluation.**

**We look forward to speaking
with you.**



THE LEMON LAW EXPERTS

The Lemon Law Experts are California's premier lemon law attorneys. This consumer law firm was started by attorneys with a strong desire to protect and fight for consumer rights. Our primary goal is to aggressively advocate the rights of consumers who have purchased defective vehicles or other consumer products.

The Lemon Law Experts have successfully represented thousands of consumers with their lemon law claims. Our attorneys have recovered millions of dollars for consumers throughout the States of California, Nevada, Illinois, New York and Virginia. Our lemon law attorneys are aggressive and dedicated to obtaining the best results possible for consumers who have had the misfortune of purchasing a lemon.

The purpose of this handbook is to address many frequent consumer questions regarding the lemon laws and to provide a basic outline on what to expect with the lemon law process.

This handbook is for informational purposes only. Should you have any questions or want to discuss your potential lemon law claim with a Lemon Law Expert, do not hesitate to contact our lemon law attorneys today for a free case evaluation. Please call us at **1-877-885-5366** or visit us at www.lemonlawexperts.com.



THE LEMON LAWS

Consumer goods are typically sold with a manufacturer's warranty. Generally speaking, this warranty is a promise from the manufacturer to repair the good if anything goes wrong with it during a specified period of time. Often times, however, the consumer good is defective and subject to repeated repairs. When this happens, consumers generally have what is known as a "lemon."

Lemon Laws protect consumers when their goods fail to perform, function or operate, and instead, are being repeatedly repaired. There are both state and federal lemon laws that provide consumer protection. All 50 states and the District of Columbia have lemon laws that provide remedies for consumers. If the consumer has a lemon, then the lemon laws require the manufacturer to either buyback the good and refund the consumer his or her money or offer a replacement good.

If the manufacturer does not offer the consumer a refund or replacement for the "lemon," the consumer can file a lawsuit against the manufacturer. When the consumer wins the case, the manufacturer must provide the consumer with a refund or replacement **and** pay for the consumer's attorney fees and costs. In certain situations, the manufacturer may also be liable for a "civil penalty" of up to two times the consumer's damages (usually the price of the defective good).

If you have purchased or leased a vehicle or other consumer good that you believe is a "lemon," it is important for you to contact the experienced attorneys at Lemon Law Experts to get answers immediately and see if your case qualifies for lemon law protection. Call the Lemon Law Experts today for an immediate case evaluation at **1-877-885-5366**.

FREQUENTLY ASKED QUESTIONS



What is a warranty?

A warranty is an acknowledgment by the manufacturer that they have not made a perfect vehicle or good. Not every vehicle or good will be made perfectly. As a result, the manufacturers issue a warranty/promise to repair the good if anything goes wrong with it during a specified period of time. The warranty period will differ from manufacturer to manufacturer and can be anywhere from 1 month to 6 months to 10 years. It is important for you to review and become familiar with the terms of the warranty that comes with your vehicle or other consumer good.



What are the lemon laws?

The lemon laws are federal and state consumer protection laws. They were enacted to protect consumers who have purchased defective consumer vehicles or goods. The law provides that when a manufacturer cannot repair a vehicle or other consumer good after a reasonable number of repair attempts, and the defect is substantial, it must either replace the defective good or refund the consumer's money.



What is a substantial defect?

A substantial defect is one that impairs the safety, use or value of the vehicle or other consumer product. An example of this would be a vehicle that has an engine that stalls out while driving or a transmission that drops out of gear unexpectedly. Generally speaking, problems related to the engine, transmission, suspension, electrical or safety systems of a vehicle would be considered substantial. If you are not sure whether the problems you are experiencing with your vehicle or other consumer good is substantial, you should contact an experienced lemon law attorney immediately for a free case evaluation.



What is a reasonable number of repair attempts?

In order to have a lemon law claim, you have to allow the manufacturer a reasonable number of attempts to repair your vehicle or consumer good. What is considered “reasonable” depends on the nature and severity of the defect. The law understands that some problems are much more serious than others. Problems that pose substantial safety risks to the consumer require less repair attempts than problems that do not.

In California, the Lemon Law presumes that a vehicle is a “lemon” if the following takes place:

1. The manufacturer has made four or more repair attempts to repair the same warranty problem; or
2. The manufacturer has made two or more repair attempts to repair a warranty problem that is likely to cause death or serious bodily injury if the vehicle is driven; or
3. The vehicle has been out of service for more than 30 days, not necessarily all at the same time, while being repaired for any number of warranty problems.



What if the problems with my vehicle or other consumer good cannot be duplicated?

Often times a consumer will take their consumer good or vehicle for repair work and the problems cannot be duplicated or verified. Do not worry if this happens to you. Even if the problems cannot be verified, this repair still counts as a valid repair attempt. The law does not require every problem with a vehicle or other consumer goods be verified. Rather, the law states that a consumer needs to give the manufacturer the opportunity to repair the vehicle or other consumer good. For the consumer, this means taking your vehicle or good to an authorized repair or service facility and notifying them of the problems.



What if the dealer says that the problem or defect with my vehicle is “normal”?

If you feel that there is a problem or defect with your vehicle that is not verified by a particular dealer, you should take your vehicle for a second opinion or contact the manufacturer directly. You can also use an automotive expert to inspect your vehicle and determine if the condition is normal.



What if I take my vehicle to an authorized servicing dealership, but no work was performed?

If this happens to you, this is still considered a repair attempt. Even though the servicing dealer did not perform work on your car, you provided them with the opportunity to repair it.



Do I have to take my vehicle for repair work to the dealer I bought it from?

NO. All authorized dealers operate as agents for the manufacturers. Thus, you can take your car for repair work to any authorized dealer.



Can repairs be done at an independent mechanic or service shop?

NO. In order to qualify as a valid repair attempt under the lemon laws, the repairs cannot be done at an independent mechanic or service shop. The lemon laws require that the manufacturer is given an opportunity to repair the problems. Thus, it is imperative that you take your vehicle or consumer good for repair work to one of the manufacturer’s authorized dealers.



Does the lemon law apply to my leased vehicle or consumer good?

YES. Under the lemon laws, a leased vehicle or consumer good is treated the same as one that is purchased. The lemon laws tie to the warranty of the vehicle or consumer good rather than the type of ownership.



Does the lemon law apply to my used vehicle?

YES. A used car can qualify under the lemon law as long as it was sold with a written warranty. Often times used vehicles are sold while still under the manufacturer's warranty and/or with a warranty from the dealer. If this is the case, then your used car may qualify under the lemon laws.



What is the Lemon Law presumption?

In California, your vehicle is presumed to be a lemon if any of the following occur within the first 18 months or 18,000 miles of purchasing your vehicle:

- Four or more repair attempts to the same issue; or
- Two or more repair attempts to fix an issue that can cause injury or death; or
- Your vehicle is out of service for more than 30 days for any repairs.

According to the California lemon law, if any of these criteria are met, your vehicle is presumably a lemon and you are entitled to a refund or replacement vehicle.



Do I still have a lemon law claim if the problems took place after the first 18,000 miles or 18 months of purchase?

YES. The lemon laws provide consumers with protection as long as the problem(s) took place during the warranty period. In many situations, you may still qualify for lemon law protection even if your vehicle is now outside the warranty period. You may have a valid lemon law claim as long as the first repair attempt for the defect occurred during the warranty period.



Do I still have a lemon law claim if my vehicle is out of warranty?

DEPENDS. If the first repair attempt for the problem or defect occurred during the warranty period, then the vehicle may still qualify for a refund or replacement, if all other requirements are met.



Am I required to go through the manufacturer's arbitration program?

NO. The majority of manufacturers offer an arbitration program to help consumers informally resolve their claims. A consumer is not required to go through the arbitration program. The arbitration programs are set up and overseen by the manufacturers, and often times do not provide consumers with the relief they are entitled to under the law. However, the arbitration programs can provide consumers with additional remedies at the time of trial. This is an issue that should be discussed with an experienced lemon law attorney before deciding whether or not to go through an arbitration program.

**Is the arbitration process binding?**

NO. The arbitration process is not binding on the consumer. However, the process is binding on the manufacturer. This means that if arbitrator issues an award that the consumer is not happy with, the consumer has the right to file a lawsuit against the manufacturer. However, should the arbitrator issue an award against the manufacturer, the manufacturer is bound by that decision and cannot file a lawsuit opposing it.

**If I qualify under the Lemon Laws, what am I entitled to?**

If your consumer good or vehicle qualifies as a lemon, then you are entitled to receive a replacement or refund, which consists of your down payment, monthly payments, registration, taxes, and incidental expenses such as rental car or tow expenses, plus attorneys' fees and costs. The manufacturer is entitled to deduct a usage fee for the value of the miles placed on the vehicle up to the first time it was taken if for repair work for the problem or defect that resulted in it being a lemon.

**If I purchased my vehicle AS-IS or WITH-ALL-FAULTS, do the Lemon Laws apply?**

NO. A vehicle that is purchased as-is or with all-faults is being sold in the condition it is in and does not have any warranties. The buyer is accepting the vehicle regardless of its condition.

**Do motorcycles, boats, motor homes and other consumer vehicles qualify under California's lemon laws?**

YES. All of these types of vehicles qualify for protection under California's lemon laws as long as they were purchased or leased for personal, family or household purposes.



Do I have to keep my vehicle while my lemon law case is pending?

NO. You do not have to keep your vehicle while your case is pending. However, it is very important to follow certain procedures in order to “preserve your evidence.” It is a good idea to have an expert mechanic inspect the vehicle before you get rid of it, in order to verify the continued existence of the problems with your vehicle.



Do I have the right to return my new or used vehicle within 72 hours of the purchase?

NO. California does not have an automatic “cooling off” period. Rather, California allows used car buyers to purchase a two-day rescission or cancellation option. This rescission period does not apply to new cars, private party transactions, motorcycles, RVs, off-road vehicles, commercial cars, or used cars costing \$40,000 or more.



How long does the Lemon Law process take?

At Lemon Law Experts, we have a superb success rate. Every case varies and is specific to its own facts. In order to maximize your potential for recovery, it is important that you discuss your case with an experienced lemon law attorney as soon as possible so that you will have proper guidance from the outset of your case.

How much does the Lemon Law process cost?



There should be no out of pocket costs or retainer fees when hiring a lemon law attorney. Both federal and state lemon laws require the manufacturers to pay for the consumer’s attorneys fees and costs, for a successful case. At Lemon Law Experts, we have a “no recovery, no fees” policy. This means that should our attorneys spend one day, one week, one month, or even one year on your lemon law claim and not prevail, you will never get a bill from us!



WHAT SHOULD I DO IF I THINK I HAVE A LEMON?

1 Take your consumer good or vehicle in for repairs

The basis for a strong lemon law claim is multiple repair attempts for the same issue or problem. Often times consumers will not take their vehicle or other consumer good in for repair work because the problem is intermittent or simply because he or she is too busy. A manufacturer is not required to fix problems that they do not know about. By taking your vehicle or other good in for repairs, you are allowing the manufacturer an opportunity to repair the good. Remember - in order to have a valid lemon law claim, you have to allow the manufacturer a reasonable number of repair attempts.

2 Accurately report any and all concerns

When you take your consumer good or vehicle in for repair work, make sure that each and every concern you have is outlined and accurately reflected on the repair order. Before signing the repair order, make sure it accurately reflects each and every one of your concerns. If it does not, make sure the service advisor makes the necessary changes.



3 Keep all of your documentation

Do not rely on the dealership or manufacturer to keep an accurate repair or warranty claim history for your vehicle or consumer good. It is your duty to keep all of your repair orders, invoices, and receipts. Over the past few years, many dealerships have gone out of business and as a result, many consumers have been unable to get copies of their repair orders. Make sure to be your best advocate and to save all of your documentation.

4 Present your lemon law claim sooner than later

You should commence your lemon law claim once you have taken your vehicle or other consumer good in for multiple repair attempts. The sooner you present your lemon law claim, the better your chances of getting a more favorable result.

5 Hire an experienced lemon law attorney

Often times consumers will ask if they need to hire a lemon law attorney in order to present a lemon law claim. The answer is no, but doing so is highly recommended. The Lemon Laws are complicated and require a sophisticated level of understanding and application. Hiring an experienced lemon law attorney is important and can mean the difference between a successful lemon law claim and one that simply leaves the consumer still feeling sour. Remember - the lemon laws require the manufacturer to pay for your attorneys' fees and costs. Thus, there is no reason to go through this process alone. You should contact the experienced Lemon Law Experts today for an immediate and free case evaluation. Call us at 1-877-885-5366 or visit us at www.lemonlawexperts.com.



**START THE LEMON LAW
PROCESS TODAY**

Contact the Lemon Law Experts
today for your free case evaluation.
There is no reason you have to put
up with a sour lemon!

Our attorneys are here to **help you.**

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today at **1-877-885-5366**
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