

# **What To Do If Your Car Is A Lemon**

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## **Introduction**

Sooner or later we must all buy a car. When we can, we buy them brand new.

However most of us are stuck having to buy a used car from a dealer or privately at some point or another. The downside to this is that you can get a car that at first seems like everything you ever wanted, and soon becomes your worst nightmare.

What I have come to learn is that by the time that you begin to realize that you have bought yourself a lemon, it is usually too late. The car has already outlived its 90 day warranty which is often filled with loopholes for the dealer anyway. What does this mean for you? It means that you are screwed.

Most people who buy their cars used know that dealers set up their agreements in terms that will serve only their best interests. Buyers also assume that there is nothing really that they can do in order to get the most out of their money.

That couldn't be further from the truth.

In fact, there is a lot that you can do to protect yourself even after you have bought yourself a lemon.

This is going to be your comprehensive guide to what you can do if you find yourself in that very position. You will even get to know the steps that you can take just to prevent yourself from getting one in the first place.

Even if you take all of the steps needed, you might still wind up with a lemon when you try to get your next car. Knowing what to do and what your rights are is the best thing that you can do.

That's right: as a buyer you do have rights as well.

In fact, there are laws that are designed to protect you should you find that you get stuck with a bad car and a terrible dealer. This is where you will get armed with all of the information that you could need now and in the future.

The best place for you to start your journey is to learn what steps you should take in trying not to buy a lemon in the first place. That is where our journey is going to begin.

## **Car Buying Checklist**

Did you know that now is the best time to buy a car? There are very large cash rebates, dealer discounts and employee discounts offered just about everywhere.

The recent major drop in the car industry had forced many people to steer away from buying new cars and also has prompted some of the best discounts ever from the dealerships. You need to do some online research before hitting the dealership and it could save you money and headaches.

Websites like **Autoweb.com**, **Edmund's Automobile Buyers Guide**, **Autolink**, **Autopedia**, **Kelley Blue Book** and **CarPrice.com** are just some of the sites that are currently giving up to date pricing information on new cars.

You should however make note of the dates when each rebate is set to expire so that you can take advantage of these special offers.

When you are looking for the best prices, you want to visit several different Web sites when researching pricing information for the obvious reasons.

Everything from sticker price to customer rebate information may vary from site to site. It's wise to cover all the bases. Whenever you are in doubt, contact an auto manufacturer directly.

Of course, eventually you will move on from looking at prices to actually buying a car.

Like I said in the above section, you are going to want to try to avoid some of the complications of buying a car before you do it.

Below, you will find a checklist that you should go through to try to ensure that you give yourself a good chance at avoiding a lemon in the first place.

**Check out this checklist before you buy your next car:**

- Before you start shopping for a car, you should already know what you want, what your budget is and what the bank's interest rate is on new and used cars. Get pre-approved if you can because this makes the buying process all the faster.
- Beware of introduction only ads that you see on television or in newspapers. A tiny disclaimer will give you a stock number. This stock number will let you know if that car will either be gone when you get there or will be a so-so car that has no options or options no one wants. Most dealers use this type of advertising to get you sucked in.
- Shop on your own time and not the salesman's. For the best results, you will want to negotiate and buy during the last two days of the month and the last two working hours of the dealership. This is always rush time for the dealers.
- Don't spend any money preparing your car for a good trade-in value. Swap out new tires, radios and trailer hitches with friends for extra cash so that you can decrease your losses.
- Don't go to the dealership alone. Take someone with you because this will give you an edge with the salesman.
- Don't get too attached to a car before you buy it because you might learn that you can't afford it later.
- You should always buy used cars from lots that are connected to new car dealerships. They keep only the best trade-ins.
- Get new and used car prices from the library, bookstore or another dealer. Otherwise, you should insist on seeing the dealer's invoice. Remember, the dealer can survive selling his new cars at his invoice.

- Ask competitive dealers about rebates and any and all incentives before you try to make a deal. Keep these rebates out of your negotiation process and deduct them from the bottom line at closing time.
- Don't buy a used car from anyone without having it thoroughly checked out by an independent mechanic first.
- Buy on price and not on payment. Dealers have a way of disguising the real cost of a car by manipulating the down payment, monthly payment and length of the loan in their favor. When you buy on payment, you can easily be ripped off.
- Write down all differences, promises and add-ons that the dealers place on the buyer's order, especially when you are buying used cars.
- When you are trading in, get back the keys to your trade-in before you start your negotiations so that you can leave whenever you want to.
- The average yearly mileage that you should find on a used car is 15,000 miles. Most used cars die on you once you pass 100,000 miles.
- If a deposit is required on your car, do not offer to pay more than \$100. Pay with cash, if you can, and get a receipt.
- Do not get caught in the trading allowance trap. You will want to negotiate purchase and trade on a separate basis.
- Preparation fees are meant to cover the cost of getting your car ready for delivery after it comes off the truck. Destination fees are different and cover the cost of delivering the car from manufacturing plant to the dealership. These fees are usually not negotiable so don't bother trying.

- You should always refuse to pay for add-on items like undercoating, fabric and paint protection, or items that are supposed to be included with all cars.
- Check out the cost of tag and title from a competitor because you could use the information as a negotiation point later.
- You must insist that the dealer match or better your bank finance rates if you are going to work with them. You can always use your own bank or credit union no matter what they say.
- Dealers are not licensed insurance agents. Don't buy credit life or disability insurance from a dealer. If you think you need it, talk to your own licensed insurance agent.
- You should always be wary of extra warranties. All new cars now have a 100 percent bumper-to-bumper warranty included in them from the manufacturer. You can buy a used car warranty after the original warranty runs out if you want to and if you still have the car. Most warranties have at least a 50 percent markup and all of them are negotiable.
- Leasing is not for everyone. Once you sign a lease agreement, you had better be ready to keep the car for the full lease period. Otherwise your buyout price is going to be surprisingly high. I would say avoid all leases because your income and lifestyle can always change in the future.
- Gap insurance does cover the money gap between a totaled car and a replacement car on leases. It is generally included in most leases. If a dealer offers you this option at an extra fee, do not take it.

- You want to get and maintain control through the entire buying experience. Remember, it's your money being spent, and you can walk away any time you feel uncomfortable. Pressure from dealers doesn't change this.

This is just a step that you should take before you start buying a car if it is used or new from a dealership. It could certainly save you a lot of time and money later. If you follow the point by point system of buying above, it should be a great deal easier for you.

Of course, you could still wind up with a lemon later, and if this should happen to you, you will have to refer to the next section as we get started.

## **Do You Have a Lemon?**

The first thing that helps you in dealing with your new lemon vehicle is to first know for a fact that you have a lemon. If the paint is peeling, or if the light switch came out when you pulled on it, or if the car makes weird sounds but basically rides well this does not constitute a lemon.

If you found 10 things you don't like about your new car but none of them actually makes the car undrivable, then you do not have a lemon.

However, if the brakes don't work, the car won't go into reverse, it won't start on cold mornings or hot afternoons, or the car barely runs at 30 mph when it should be going 50 mph, then you may have a lemon. This of course, only applies if you have given the manufacturer an opportunity to repair it.

In most states, 10 different defects during the warranty period do not constitute that the car is a lemon. In some states, a single defect that might cause serious injury makes your car a lemon if the manufacturer cannot fix the problem within 1 attempt.

You may have a lemon, but if you do nothing to protect your consumer rights, such as keeping track of all repairs and letting the manufacturer have a chance to fix the problem, you could lose all rights under the various State Warranty Acts. Let's look at these next.

## **"The Lemon Law" Basics**

When it comes to the basics behind the lemon laws, knowing the basics can be the difference between whether or not you get screwed or get the chance to recover the money that you spent on the car.

This section will help you to uncover the basics behind the lemon laws. Keep in mind that this is just an overview and each of these laws varies by state.

The state and federal statutes offer a wide array of relief for consumers who get stuck with a bad car or truck after they buy.

At the same time, these statutes provide buyers with the chance for recovery of costs and attorney fees which are a strong incentive for attorneys who would like to take up the cause on behalf of unhappy lemon owners.

For the sake of this guide, I will call them "lemon laws". Lemon laws basically outline all of the procedures that are used in order to settle these sorts of new car problems.

Again, these lemon laws differ from one state to another, but lemon laws in general are designed to provide the owner with a refund or replacement vehicle should this problem occur.

For example, some states mandate a refund or a new car if a large enough problems cannot be repaired within four tries, or if the car has been out of service for around a month within the first year or 12,000 miles driven.

However, there are some exceptions to this rule, such as; some states only provide you with the chance to make one attempt for significant safety related issues such as the brakes or steering.

Some states do not even stop with just providing lemon owners with either a refund or a new car. Some of them will, in fact, also let you recover any sort of attorney's fees that you have to deal with during your pursuit of getting some satisfaction from your purchase of a lemon.

It is always good to know that you can get some sort of return on your money when you buy a lemon. It happens so often that eventually there was bound to be some laws protecting the buyers.

What is sometimes sad about the lemon laws is that they do not necessarily help you, depending on your specific situation. Let's look at the real truths about those laws right now.

## **The Facts about Lemon Laws**

Every state in America now has a Lemon Law that is built to protect consumers from dealerships. It allows the car buyer to exchange the messed up vehicle for a new one or to have the manufacturer buy it back from them.

In most states, the Lemon Law only applies to problems that pop up during the first year or 12,000 miles of ownership. You can obtain the rules and procedures if you need to make a claim under the Lemon Law in your state by calling the administrator of the state which you can find in the phone book.

Once you've established that the manufacturer is going to buy back your car, the battle will switch over and become about the vehicle's value. You want the per-mile

charge to be as little as possible so that you can get the most for your money on the return.

The best way that you can guard against getting a lemon in the first place is to buy a car that has a good repair record in the first place. Seems pretty simple right? Well, it can be if you know what to do. Generally you can get an amount of repairs when you submit a VIN number to websites that can check the accident and repair rate for you. I will give you more on that later.

## **Understanding the Magnuson-Moss Warranty Act**

The Magnuson-Moss Warranty Act is basically just the federal law that governs and monitors consumer product warranties. This was passed by Congress in 1975, and requires manufacturers and sellers of consumer products to provide their customers with a lot of detailed information about their warranty coverage.

Also, it is worth noting that this Act affects both the rights of consumers and the obligations of warrantors that are offering written warranties.

To understand the Act, it is probably best that the consumer be aware of Congress' intentions when they first passed it.

First of all, Congress wanted to make sure that consumers could get complete information about warranty terms and conditions up front and in their truest form. By providing people with a way of learning what warranty coverage is offered on a product before they buy, the Act actually gives them a way to know exactly what they should expect if something goes wrong, and it also goes a long way in increasing customer satisfaction.

Secondly, Congress wanted to make sure that people could compare warranty coverages before buying their cars because in doing this, consumers can choose a product that has the best combination of price, features, and warranty coverage to meet their individual needs.

Thirdly, Congress wanted to promote competition on the basis of warranty coverage alone. By making sure that consumers can get warranty information, the Act has practically forced dealers and manufacturers into hosting sales promotions on the basis of warranty coverage and this competition among companies has made it much easier for consumers to seek various levels of warranty coverage. (Are you seeing a trend yet?)

Finally, Congress wanted to strengthen the pre-existing incentives for companies to perform their warranty obligations in a timely and efficient manner so that it would be easier to resolve any consumer disputes with a minimum of delay and expense.

Because of this, the Act makes it easier for consumers to seek a private solution for any breach of warranty in the courts, but it also creates a foundation for companies to set up good operating procedures for resolving disputes inexpensively and informally, without litigation.

### **What the Magnuson-Moss Act Does Not Require for Businesses**

In order for you to be able to understand how the Act affects you as a businessperson, it is important first to understand what the Act does not need from you.

First of all, the Act does not require that any business to provide a written warranty. The Act allows businesses to decide whether or not to warrant their products in writing. Although let me just say that it is just good business to do so.

However, once a business decides to offer a written warranty on a consumer product, it must follow those statutes of the Act.

Secondly, the Act does not apply to oral warranties of any kind. Only written warranties are covered by the Act. Thirdly, the Act does not apply to any warranties that are made on services. They only cover warranties that are made on goods.

However, if your warranty covers both the parts provided for a repair and the labor involved in making that repair, the Act does apply to you.

Finally, the Act does not apply to any warranties on products that are sold for resale or for commercial purposes. The Act covers only warranties on consumer products. This means that only the warranties that are made on tangible property normally used for personal, family, or household purposes are covered. You should note that applicability of the Act to a particular product does *not*, however, depend upon how an individual buyer will use it.

### **What the Magnuson-Moss Act Requires**

When the Magnuson-Moss Warranty Act was passed, Congress specified a number of requirements that warrantors are obligated to meet. Congress also directed the FTC to adopt some rules that are designed to cover other requirements.

The FTC adopted three Rules under the Act, which are: the *Rule on Disclosure of Written Consumer Product Warranty Terms and Conditions* (the Disclosure Rule), the *Rule on Pre-Sale Availability of Written Warranty Terms* (the Pre-Sale Availability Rule), and the *Rule on Informal Dispute Settlement Procedures* (the Dispute Resolution Rule).

Not to mention, the FTC has issued an interpretive rule that helps to clarify certain terms and explains some of the provisions of the Act. This section is going to summarize all of the requirements under the Act and the Rules.

The Act and the Rules set up three basic requirements that may apply to you, either as a warrantor or a seller. These rules are as follows:

1. As a warrantor, you must designate, or title, your written warranty as either full or limited in a clear way.
2. As a warrantor, you have to state certain specified information about the coverage of your warranty in a single, clear, and easy-to-read document.
3. As a warrantor, you must make sure that your warranties are available where your warranted consumer products are sold so that consumers can read them before buying your product.

The titling requirement, which is established by the Act, basically applies to all written warranties on products that cost more than \$10. However, the disclosure and pre-sale availability requirements, which were established by FTC Rules, apply to ALL written warranties on products costing more than \$15.

### **What the Magnuson-Moss Act Does Not Allow**

There are three limitations under the Magnuson-Moss Act. These involve any implied warranties, which are often referred to as “tie-in sales” provisions, and deceptive or misleading warranty terms. Let’s look at these next.

### ***Disclaimer or Modification of Implied Warranties***

The Act does not allow anyone who offers a written warranty from disclaiming or modifying implied warranties. This means that no matter how wide or narrow your written warranty is your customers always get the basic protection of the implied warranty of merchantability.

There is one allotted modification of implied warranties, however. If you offer a limited written warranty, the law allows you to include a provision that restricts the duration of implied warranties to the duration of your limited warranty.

For example, if you offer a two-year limited warranty, you can limit the implied warranties to two years. However, if you offer a full written warranty, you cannot limit the duration of implied warranties.

If you sell a product with a written warranty that came from the manufacturer, but you do not warrant the product in writing, you can disclaim your implied warranties. (These are the implied warranties where the seller and not the manufacturer, would be responsible.) However, whether or not you warrant the products you sell, as a seller, you have to give your customers copies of any written warranties from product manufacturers.

Most of the time, tie-in sales provisions are not really allowed. These kinds of provisions would require a buyer of the warranted product to buy an item or service from a particular company to use with the warranted product if they want to be eligible to receive a solution to a problem under the warranty. The following are examples of prohibited tie-in sales provisions.

In order to keep your new Proctor Silex Coffee Maker warranty in effect, you must use genuine Proctor Filters. Failure to have scheduled maintenance performed, at your expense, by the Company, will actually voids this warranty.

While you cannot use a tie-in sales provision, your warranty also doesn't have to cover use of replacement parts, repairs, or maintenance that is inappropriate for your product. The following is an example of a permissible provision that excludes coverage of such things.

While necessary maintenance or repairs on your Pioneer Stereo System can be performed by any company, you recommend that buyers use only authorized Pioneer dealers. Improper or incorrectly performed maintenance or repairs will void this warranty as well.

Although tie-in sales provisions generally are not permissible, you can include this kind of provision in your warranty if you can effectively show the FTC that your product will not work properly without a specific item or service. If you believe that this is the case for your product, you should contact the warranty staff of the FTC's Bureau of Consumer Protection for information on how you should apply for a waiver of the tie-in sales prohibition.

### **Deceptive Warranty Terms**

Warranties must not contain any lies or misleading terms. You cannot offer a warranty that looks like it appears to provide coverage but, in fact, doesn't provide any. For example, a warranty that covers only moving parts on an electronic product that has no moving parts would be deceptive and illegal. Also, any warranty that promises service that the warrantor had no intention of providing or could not provide would be deceptive and illegal.

### **How the Magnuson Moss Act May Affect Warranty problems**

To start, the Act makes it easier for consumers to take any of your unresolved warranty problems to court. Secondly, it encourages companies to use a less formal, and cheaper, alternative to going to court. These alternatives, which are commonly known as dispute resolution mechanisms, can be used to settle warranty complaints before they reach the courts.

### **Consumer Lawsuits**

The Act makes it easier for buyers to sue for breach of warranty by making breach of warranty a violation of federal law, and this act also allows buyers to recover court costs and reasonable attorneys' fees. This means that if you lose a lawsuit for breach

of either a written or an implied warranty, you may have to pay the customer's costs for bringing the suit, including their lawyer's fees. It really makes the whole process useless.

### **Alternatives to Consumer Lawsuits**

Although the Act makes consumer lawsuits for breach of warranty easier to bring against you, the goal of the act is not to promote more warranty court visits. The Act encourages companies to use informal dispute resolution mechanisms in order for them to settle warranty disputes with their customers. Just in case you weren't sure, an informal dispute resolution mechanism is a system that works to resolve warranty problems that are at a stand-still.

This kind of mechanism may be run by an unbiased third party, such as the Better Business Bureau, or by company employees whose only purpose is to administer the informal dispute resolution system. The third party then uses various means like conciliation, mediation, or arbitration to settle the warranty disputes.

The Act lets warranties include a provision that asks customers to try to resolve warranty disputes before going to court. If you include such a requirement in your warranty, your dispute resolution mechanism *must* meet the requirements as they are stated in the FTC's Rule on Informal Dispute Settlement Procedures (the Dispute Resolution Rule). To put it in short form, the Rule requires that a mechanism must:

- Be sufficiently funded and staffed to resolve all disputes quickly;
- Be available for free;
- Be able to settle disputes on their own, without influence from the parties involved;
- Follow written procedures;

- Inform both parties when it receives notice of a problem;
- Gather, investigate, and organize all information that is necessary in order for them to decide each dispute fairly and quickly;
- Provide each party an opportunity to present its side, to submit supporting materials,
- Inform both parties of all decisions and the reasons for them supporting it within 40 days of receiving notice of a dispute;
- Issue decisions that are not binding;
- Keep complete records on all disputes; and
- To be audited every year to ensure their compliance with the Rule.

## **The Actual Lemon Laws**

Having an exact degree of the terms that most states offer as their lemon laws would be useful. That is why I have decided to include those laws in this guide. For the purposes of this guide, I have included the statutes for California's lemon laws. As most state laws are the same from a general standpoint and vary only slightly, it is a good way to begin.

### **California Lemon Law Statutes**

#### **CA Civil Code Section 1793.22 (Tanner Consumer Protection Act)**

1793.22. (a) This section shall be known and may be cited as the Tanner Consumer Protection Act.

(b) It shall be presumed that a reasonable number of attempts have been made to conform a new motor vehicle to the applicable express warranties if, within 18 months from delivery to the buyer or 18,000 miles on the odometer of the vehicle, whichever occurs first, one or more of the following occurs:

(1) The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity has been subject to repair two or more times by the manufacturer or its agents, and the buyer or lessee has at least once directly notified the manufacturer of the need for the repair of the nonconformity.

(2) The same nonconformity has been subject to repair four or more times by the manufacturer or its agents and the buyer has at least once directly notified the manufacturer of the need for the repair of the nonconformity.

(3) The vehicle is out of service by reason of repair of nonconformities by the manufacturer or its agents for a cumulative total of more than 30 calendar days since delivery of the vehicle to the buyer. The 30-day limit shall be extended only if repairs cannot be performed due to conditions beyond the control of the manufacturer or its agents. The buyer shall be required to directly notify the manufacturer pursuant to paragraphs (1) and (2) only if the manufacturer has clearly and conspicuously disclosed to the buyer, with the warranty or the owner's manual, the provisions of this section and that of subdivision (d) of Section 1793.2, including the requirement that the buyer must notify the manufacturer directly pursuant to paragraphs (1) and (2). The notification, if required, shall be sent to the address, if any, specified clearly and conspicuously by the manufacturer in the warranty or owner's manual. This presumption shall be a rebuttable presumption affecting the burden of proof, and it may be asserted by the buyer in any civil action, including an action in small claims court, or other formal or informal proceeding.

(c) If a qualified third-party dispute resolution process exists, and the buyer receives timely notification in writing of the availability of that qualified third-party dispute resolution process with a description of its operation and effect, the presumption in subdivision (b) may not be asserted by the buyer until after the buyer has initially resorted to the qualified third-party dispute resolution process as required in subdivision (d). Notification of the availability of the qualified third-party dispute resolution process is not timely if the buyer suffers any prejudice resulting from any delay in giving the notification. If a qualified third-party dispute resolution process does not exist, or if the buyer is dissatisfied with that third-party decision, or if the manufacturer or its agent neglects to promptly fulfill the terms of the qualified third-party dispute resolution process decision after the decision is accepted by the buyer, the buyer may assert the presumption provided in subdivision (b) in an action to enforce the buyer's rights under subdivision (d) of Section 1793.2. The findings and decision of a qualified third-party dispute resolution process shall be admissible in evidence in the action without further foundation. Any period of limitation of actions under any federal or California laws with respect to any person shall be extended for a period equal to the number of days between the date a complaint is filed with a third-party dispute resolution process and the date of its decision or the date before which the manufacturer or its agent is required by the decision to fulfill its terms if the decision is accepted by the buyer, whichever occurs later.

(d) A qualified third-party dispute resolution process shall be one that does all of the following:

- (1) Complies with the minimum requirements of the Federal Trade Commission for informal dispute settlement procedures as set forth in Part 703 of Title 16 of the Code of Federal Regulations, as those regulations read on January 1, 1987.
- (2) Renders decisions which are binding on the manufacturer if the buyer elects to accept the decision.

(3) Prescribes a reasonable time, not to exceed 30 days after the decision is accepted by the buyer, within which the manufacturer or its agent must fulfill the terms of its decisions.

(4) Provides arbitrators who are assigned to decide disputes with copies of, and instruction in, the provisions of the Federal Trade Commission's regulations in Part 703 of Title 16 of the Code of Federal Regulations as those regulations read on January 1, 1987, Division 2 (commencing with Section 2101) of the Commercial Code, and this chapter.

(5) Requires the manufacturer, when the process orders, under the terms of this chapter, either that the nonconforming motor vehicle be replaced if the buyer consents to this remedy or that restitution be made to the buyer, to replace the motor vehicle or make restitution in accordance with paragraph (2) of subdivision (d) of Section 1793.2.

(6) Provides, at the request of the arbitrator or a majority of the arbitration panel, for an inspection and written report on the condition of a nonconforming motor vehicle, at no cost to the buyer, by an automobile expert who is independent of the manufacturer.

(7) Takes into account, in rendering decisions, all legal and equitable factors, including, but not limited to, the written warranty, the rights and remedies conferred in regulations of the Federal Trade Commission contained in Part 703 of Title 16 of the Code of Federal Regulations as those regulations read on January 1, 1987, Division 2 (commencing with Section 2101) of the Commercial Code, this chapter, and any other equitable considerations appropriate in the circumstances. Nothing in this chapter requires that, to be certified as a qualified third-party dispute resolution process pursuant to this section, decisions of the process must consider or provide remedies in the form of awards of punitive damages or multiple damages, under subdivision (c) of Section 1794, or of attorneys' fees under subdivision (d) of Section

1794, or of consequential damages other than as provided in subdivisions (a) and (b) of Section 1794, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by the buyer.

(8) Requires that no arbitrator deciding a dispute may be a party to the dispute and that no other person, including an employee, agent, or dealer for the manufacturer, may be allowed to participate substantively in the merits of any dispute with the arbitrator unless the buyer is allowed to participate also. Nothing in this subdivision prohibits any member of an arbitration board from deciding a dispute.

(9) Obtains and maintains certification by the Department of Consumer Affairs pursuant to Chapter 9 (commencing with Section 472) of Division 1 of the Business and Professions Code.

(e) For the purposes of subdivision (d) of Section 1793.2 and this section, the following terms have the following meanings:

(1) "Nonconformity" means a nonconformity which substantially impairs the use, value, or safety of the new motor vehicle to the buyer or lessee.

(2) "New motor vehicle" means a new motor vehicle that is bought or used primarily for personal, family, or household purposes. "New motor vehicle" also means a new motor vehicle with a gross vehicle weight under 10,000 pounds that is bought or used primarily for business purposes by a person, including a partnership, limited liability company, corporation, association, or any other legal entity, to which not more than five motor vehicles are registered in this state.

"New motor vehicle" includes the chassis, chassis cab, and that portion of a motor home devoted to its propulsion, but does not include any portion designed, used, or maintained primarily for human habitation, a dealer-owned vehicle and a "demonstrator" or other motor vehicle sold with a manufacturer's new car warranty

but does not include a motorcycle or a motor vehicle which is not registered under the Vehicle Code because it is to be operated or used exclusively off the highways. A demonstrator is a vehicle assigned by a dealer for the purpose of demonstrating qualities and characteristics common to vehicles of the same or similar model and type.

(3) "Motor home" means a vehicular unit built on, or permanently attached to, a self-propelled motor vehicle chassis, chassis cab, or van, which becomes an integral part of the completed vehicle, designed for human habitation for recreational or emergency occupancy.

(f) (1) Except as provided in paragraph (2), no person shall sell, either at wholesale or retail, lease, or transfer a motor vehicle transferred by a buyer or lessee to a manufacturer pursuant to paragraph (2) of subdivision (d) of Section 1793.2 or a similar statute of any other state, unless the nature of the nonconformity experienced by the original buyer or lessee is clearly and conspicuously disclosed to the prospective buyer, lessee, or transferee, the nonconformity is corrected, and the manufacturer warrants to the new buyer, lessee, or transferee in writing for a period of one year that the motor vehicle is free of that nonconformity.

(2) Except for the requirement that the nature of the nonconformity be disclosed to the transferee, paragraph (1) does not apply to the transfer of a motor vehicle to an educational institution if the purpose of the transfer is to make the motor vehicle available for use in automotive repair courses.

(Amended Sec. 1, Ch. 679, Stats. 2000. Effective January 1, 2001.)

It helps to make a note that these laws apply to California alone and that it is meant to provide you with a general outline of what you can expect to find with most states.

Of course, as you check with each state some of these statutes will vary slightly and may offer more or less than these California statutes do. These laws are untouched and written exactly as they are shown.

## **What You Should Know about VIN Numbers**

All cars and light trucks that were built after 1981 have a unique 17-character number that is used to recall specific and valuable information about that specific car's history. This number is actually called the vehicle identification number (VIN#).

The VIN is how you can get all of the records for everything that will ever happen to that car. It displays a car's uniqueness and manufacturer and it also provides a method to trace your car from the factory all the way to the junk yard.

Your VIN can be used to track any recalls, registrations, warranty claims, thefts and insurance coverage too. Before you think of buying a car, you need to look over the car and make sure that all of the VIN numbers you can find are the same when you look inside the car.

If they are different, the information that you will get may not be accurate. The VIN number is generally engraved into the car directly or on a sticker in numerous places in the car (inside the doors, the dash, the trunk, engine, and/or quarter panels for example).

States use the VIN number so that they can track a car's status. You need to protect yourself by thoroughly checking the VIN number on the used car you want to buy. The locations of the vehicle identification number (VIN) often do vary but if you look below, you will learn the most common places that they can be found:

- Your car's firewall
- Your car's Radiator Support Bracket

- Your car's Dash near the windshield
- The Left hand side at the inner wheel arch
- The car's Steering column
- Check the Guarantee & Maintenance Book in glove compartment
- The Machined Pad on the front of the engine
- Drivers side door or post on passenger side
- Component parts also such as engine, frame, etc.

For the later model years locations of the VIN:

- Left instrumentation panel
- Dash plate by window
- Drivers door or post
- Firewall

## **Knowing the Manufacturers Responsibility**

Basically, the **Lemon Law** requires manufacturers to meet the terms of all of the warranties that they conjure up. The lemon law is what keeps the dealers and manufacturers in line. The manufacturer must repair or correct any defect or

condition which impairs the use and value of the vehicle, while it is under the warranty period or during the period of one year after the customer gets it.

If the manufacturer or authorized dealer couldn't repair the condition after a reasonable amount of tries, then, under the law, the buyer is entitled to receive a replacement vehicle of equal value or a refund that equals the full purchase/lease price and collateral costs. Of course, this is minus an allowance for the customers use.

The law for lemons is assuming that a reasonable number of attempts have been made after:

- At least four unsuccessful attempts to repair the same defect have been made; or
- A car has been out of service because of warranty repairs for at least 30 cumulative days during the warranty period or during the year after the car was delivered to the consumer; or
- There have been 10 or more tries while the car was under warranty or during the first year of ownership, to fix various defects which will significantly impair the use and value of the car.

However, it is worth noting that the manufacturer does not have to make a refund or replace the car if:

- The defect does not significantly impair the use and value of the car; or
- The condition of the car is the direct result of consumer abuse, neglect, or unauthorized alterations of the vehicle by the consumer.

## **What About Buyer Responsibility?**

Just because there have been a reasonable number of attempts to fix a defect in a car does not automatically make a consumer automatically eligible for a refund or replacement vehicle. Actually, you must notify the manufacturer or authorized dealer of the problem during the warranty period or within a year after you get the car as I mentioned above.

If the manufacturer of the car has an informal dispute settlement program in place, and most of them do by the way, the consumer must first attempt to resolve the complaint through this program before taking any other means. If you are still unsatisfied after taking these steps, you should contact an attorney or file a complaint with the Attorney General's Office immediately.

## **Know Your Rights**

When it comes to your Lemon rights, they are generally are defined by each state's individual law as well as the written warranty that can be found inside each vehicle owner's manual. These rights are usually higher than what the manufacturer or dealer will admit to when you buy your car, so it would help you to check your state's particular laws before getting a car.

Most of these laws that you will come across will include the Lemon Law if it applies, breach of warranty, unfair trade practices (i.e. damages for failing to repair the vehicle properly) and buyer fraud damages if the car was purchased under deceptive practices by the dealer. Each individual case has different facts about them and because of this the recovery you may be entitled to will certainly vary quite a bit. In order for you to learn what your legal rights are for your specific case, you would serve yourself better to contact a lawyer.

Lawyers who deal with lemon laws act a lot like a detective in that these lawyers first task when they are retained is to reconstruct the entire history of your car, from the

date of production to the time the case is opened. These lawyers will help you to determine:

- whether the vehicle was damaged at the time of delivery;
- if the financing paperwork can prove that there was an obvious fraud or deception committed against you;
- whether repairs were attempted by the dealer beforehand to cover up any defects;
- the time actually spent for each repair;
- the amount of money that was paid by the manufacturer for warranty repairs;
- whether that model has any known defects that the dealers knew about;
- Whether there are any actual service file notes that will reveal any unresolved, undisclosed safety concerns and other inquiries.

### **How Cases are Handled**

Basically, lawyers go through an extreme investigation in order to learn everything that they can about your car. Only by investigation can a lawyer know how the concerns, which are typically referred to as non-conformities, have affected the use, value or safety of your car. At least if they specialize.

When the investigation is absolutely finished, a lawyer will confront the manufacturer of the car, present a very thorough statement about your case and then they can demand a full recovery for you. If the manufacturer agrees with your position, and you are satisfied with the offer, the case can generally be resolved very quickly.

It is entirely your own choice as to whether or not to accept or reject any offer. If you choose not to accept the offers made, the case next moves on to litigation which happens by your lawyers filing a lawsuit on your behalf in court.

No matter what you may think, it is not your word against the dealers either. Though this is what the manufacturers want you to feel, it just isn't the case. Lawyers have the means to be able to obtain all documents, repair records, service bulletins and names of witnesses to prove the case in court.

Good lawyers frequently take advantage of the services of Master ASE certified mechanics and appraisers who are can be convinced to act as an impartial aid in understanding the nature of the non-conformities. If it is necessary, the things that they find are then used for purposes of testimony at trial to prove your case in the event it cannot be settled.

Lawyers can often prove a claim by using a large number of tools, so it is never your word against theirs. In this sense at least, you should feel at ease. You might be wondering how you can win a case when the repair records given to me by the dealer state that the problem was never found. Well good lawyers are ready for this too.

Manipulation and/or poor preparation of repair records is one of the biggest concerns these days in regards to lemon law cases. When a car is taken to a dealer for a warranty repair, what most people don't know is that several copies of the repair order are made within the service department, most of these the customer never sees, even if asked.

Each repair that is performed contains the following copies: customer; warranty payment; accounting and even a hard copy that shows all of the mechanics notes that were made for each repair. Most of the time these notes are not available to the customer; however, the customer copy will list a problem that is the most often

complained about but the dealer's actions might read "could not duplicate customer concerns."

For that matter, it's not entirely common for the hard copy to show you that the mechanic found the problem but has also been instructed not to try to do any repairs because no simple procedure can actually fix it.

When this happens, you, the customer gets left with the very wrong idea that the car is operating properly and will unknowingly drive it anyway; with a potentially dangerous defect.

You may be wondering why this is seen so often. It could be that a certain make or model in specific may suffer from a uniform problem such as a defective door latch which the manufacturer still hasn't corrected.

Since there isn't a factory authorized repair that was completed at the time, the dealer is told to either write "could not duplicate" or maybe "vehicle operating as designed" and next thing that you know the dealer sends you, the customer, home with repairs still needed, but not performed.

Another reason that always seems to pop up is time. This is particularly the dealer's time. Many dealers simply don't have the resources anymore and the mechanics that they need are not around in order to properly diagnose and address a concern. Under warranty procedures that are utilized by manufacturers, which is a problem that goes undiagnosed by a mechanic, will not be paid.

Other times, the manufacturer may limit the amount of time used to diagnose the cars for repairs and in many other cases, having to use unskilled mechanics lack the knowledge to perform their function in an effective manner.

The bottom line here is that while repair records are always helpful to a case, they are not the only thing that will determine the outcome. If you feel you are not getting

what you paid for in your car in regards to quality and reliability, then no amount of misrepresentations on a repair invoice should convince you of anything else.

**Here is a list of some of the things that you need to pay attention to:**

- How the vehicle is represented by the dealer at the time of sale.
- The repair history of the car and the repair orders that are not given to the customer.
- Accurate statement of customer concern per each invoice.
- Whether an effort of good faith was made to diagnose the problem already.
- Whether the model has a history of problems or not.
- Whether the customer was told the problem would disappear on its own.
- Whether the dealer noted on any invoice that there was a problem that could not be repeated.
- Whether the invoices make a reference to an accident that may have occurred before the sale and if so, whether the damage was mentioned.
- If the dealer told any lies about a customer's legal rights and most importantly: Whether the customer got what he paid for.

When it comes to your individual case, the lawyer that you choose is very important and what they can do for you rests a great deal on what resources they have available to them and how much information they can gather on your behalf. If you think that

you could use a lawyer to help you with your lemon case, there are many online resources that you can visit in order to find the right one.

## **Filing Lemon Law Notices**

The law always requires that you notify the company that you are claiming rights under lemon law protection against them. The fact that you have brought your car into the dealership on numerous occasions does not count as a legal notification. Generally, this is a real waste of time, but you still have to do it.

Your own state's lemon law will spell out for you the way that you must notify the car manufacturer of your problems, such as sending them a letter that tells what the problem is and what you want them to do about it. In this case, it is probably best for them to buy the car back from you or replace it.

As with any important legal letter, you are definitely advised to send this through certified post a "return receipt requested". This means that the party on the other end must sign for it and is proof that you sent the letter. Of course you have to be sure to save a copy of your letter.

The law usually always allows the other party to send a response to your claim. This of course will come to you in the form of a letter from the car manufacturer. What they will do is they will deny your claim every time. They will tell you that they have reviewed your claim and can't actually do anything about it. This of course is the first lie that they will tell you.

What it really means is that they haven't reviewed a thing. They have no idea who you are, what the problem is, or the circumstances of the case; perhaps more importantly they don't care. They merely gave it a week to make you think they paid attention to you and then just plopped your name into a form letter that merely says no.

Car companies put out so many problem cars that if they honored every request under lemon law, they'd go broke in a matter of days. So their answer is to honor none of them unless they are forced to. They do know that if they deny every claim, probably 70-80% of cases will go away and they usually do. Car companies also know that if they string out the process as long as they can most of the rest of the cases will also go away because of these reasons:

- 1) Many people can't or won't come up with the money they need to retain an attorney or will become scared of going to court and back out.
- 2) Some will decide that going through the lemon law process isn't worth it and just sell the car privately.
- 3) Something can happen to the car like you could move out of state or have an accident which can be used as the cause of all problems by the companies.
- 4) If they can delay it long enough for you to put thousands more miles on the car, it will be reduced because the car is older and has been used more. Consequently, if you put on another 30,000 miles and they settle with you for value that is 30,000 more miles then they don't have to pay for.
- 5) Most of the people that actually go the distance will settle for their attorney fees and a couple of thousand dollars.

Car companies are fully aware that time and money is on their side and if they wait it out, they can get rid of about 95% of lemon law cases without even getting close to the courthouse steps. They are depending on this.

**Car companies and lemon law cases**

Here's a secret tip that should be obvious. Car companies do NOT want to go to court on a lemon law case. The risk of going to court far outweighs what they risk in doing it. Here's the reason's why:

a) Defending a lemon law case is expensive for these companies. By the time a lemon law trial is completed, the car company can easily spend \$20,000 defending itself from your claims. These cases are rarely completed with their own attorneys so it is really nothing to them but money out of pocket. With that much money at risk, defending a lemon law case is already very expensive, even if they win.

b) In most cases, the lemon law lets you collect up to three times the damages that you are owed. That means that if your car costs \$25,000, they can risk losing \$75,000 due to a jury decision, plus their own attorney fees. Since they can replace your car at cost AND still recover some of their loss in selling your old car, replacing your \$25,000 car with a new one can cost them as little as \$10,000. Their choices are really simple in that they can risk losing \$100,000 or settle with you at their cost for \$10,000.

c) Car companies do not want to have to deal with the bad publicity from dealing with a lemon law case either. Obviously, your case is likely not going to make headlines the NY Times, but it still registers as newsworthy and can be picked up locally. Public attention to a lemon law case risks more than a loss in court for these companies. It can also represent loss in their public image and can result in a significant loss of sales.

### **Getting a lemon law attorney**

After you have received your notice of denial of your lemon law claim from the company, it is time for you to go see an attorney. Any attorney can handle a lemon law case, but it is recommended that you find an attorney who specializes in lemon law cases. (More on this later) The reason for this is that they already know the law,

they know the players, they've been through the process before, and they understand the bluffs that the car company will pull out of their hats.

This is where most people bail out on a lemon law case. You should be able to find an attorney who will evaluate your case for free, but that's where free ends. Good attorneys know that there can be things that their clients won't tell them and others might just decide not to go through with the case at all. They don't want to risk being left with their costs and time out of pocket and wind up with nothing.

To put it better, this is when it is time to get out your checkbook and put your money where your mouth is. Expect to fill out a check to your attorney for \$1500-3000 as a retainer fee before your attorney will go to work for you. If your case does get to court, you can expect that you will also have to come up with more money before doing so.

Your attorney will then write a letter to the car manufacturer, basically stating the same things that you wrote in your letter. Again, you should not expect much of a response from the car manufacturer. Chances are they will deny they are liable, state that they will honor problems under warranty, and blame you for any problems. Don't be discouraged.

After you get your failed reply, your attorney will file the necessary papers and complaints against the manufacturer. Chances are they will reply, however only through the court systems, denying the claim. In most cases, you should seek a jury trial because they are more sympathetic to buyer problems.

Car companies hate doing this because they know that juries tend to be more sympathetic to the person that has the bad car than they do with the company that made it and they likely have been procrastinating in dealing with you. They would prefer that the case be heard by a judge rather than a jury, BELIEVE ME.

## **What to Expect at the Actual Lemon Law Legal Proceedings**

When the lemon law suit has been filed, both parties have to agree on a court date. However, don't you shouldn't get your hopes up that your case will be heard on that date. Car manufacturers generally get one or more adjournments for one or other reasons that they concoct.

In the larger areas of jurisdiction, expect that the ultimate date of your trial won't be for at least a year or two or more from the time you actually filed the lawsuit. Again, this is what you should expect and what the car manufacturer will do as a means of making you go away.

### **Discovery**

Without a doubt, the car manufacturer will at least send you what is call an interrogatory, which is a long set of questions that will require a lot of time to complete and require that you provide them with a full set of documentation. In many cases, they will also require a deposition from you.

A deposition is a face to face meeting that is recorded and where both sides' attorneys get to ask you many questions. What they are mostly aiming for isn't really to obtain any more information related to your car. It is mostly so that they can obtain information they can use to limit their own liability.

They want to know things like how much you think your car is worth and to determine what kind of witness you will make if the case went to court. It is all a bunch of mind games and if you don't know what to do, it will confuse you.

### **Here are some quick tips to a successful deposition:**

Keep your cool. Don't get excited or make accusations, and definitely don't say things that you cannot prove. Keep your answers short and only answer the questions you are asked. Remember, this isn't personal, it's about money.

### **The inevitable settlement conference/offer**

If the car manufacturer believes that you have a legitimate lemon law case against them, you do not want to look for them to give you what you are asking. In fact, don't even expect them to be reasonable in their offer. A settlement conference or offer is made for one purpose and that is to make this thing go away and hopefully very cheaply.

They are only testing the waters to see how much resolve you have, and to see if you are willing to take the sure thing by offering you enough to cover your attorney fees and maybe a thousand or two for your trouble. They get more people than you can imagine this way because people get scared of potentially losing in court. You should expect that you will have one or more offers before going to court.

They are also hoping that your attorney won't be confident enough with his/her litigation abilities to go to court against their lawyers and will advise you to take the money and run. It is very rare that any lemon law settlement offer would include a new car which is what the law entitles you to.

In addition to paying your attorney fees, they will usually agree to cover the item that is under warranty for the life of the car, or they may agree to buy it back from you for blue book value or they can make an offer based on the number of miles you have accumulated.

Remember that if they are not offering to cover your attorney fees on top of this, you are going to be very behind after your fees are taken out. After delaying on this for a couple of years and after you begin putting on more miles, they will likely to offer you a lot less than if they had settled with you in the beginning.

If they offer you \$10,000 for your car because that's the blue book value, and you have paid your attorney \$3000, then what you end up with is \$7000, they get the car,

and you have to figure out how to buy an equal car for that amount of money. Talk about bull!

### **Lemon law in court**

If all else fails you, and despite the reluctance of most car manufacturers to go to court with a lemon law case, some of them do. They may figure they have a good enough case or they might believe enough in their own abilities to confuse the court that they are willing to go that far just to prove that they can.

You should expect to get described as an opportunist who is using a minor situation to go after a good company just to make a quick buck. Look for the opposing attorney to even make this claim to the court or to ask you if you aren't just pressing your lemon lawsuit just so that you can get rich at the expense of the car manufacturer.

Don't let this bother you. It's a common tactic. Stick to the facts and understand before you go into court why you are there and why you have the right to demand what you are asking. When you are sure of these things, this comes across to the court and they are on your side.

### **Here's a recap of *why* you are suing under lemon law:**

1) The car manufacturer through their dealer had no problem taking your money in the first place. You negotiated in good faith for a car that was at least mostly free from defects, and that the company would and could make repairs that are covered under warranty.

Chances are you didn't get what you negotiated for. You got a car that has defects that they are unable or refuse to fix. Filing a lemon law lawsuit is not a personal thing, they don't take it that way and neither should you when they attempt to defend it.

2) The car manufacturer does business in your state knowing full well what the lemon laws are. They understand that they will make a certain number of lemons and they choose to do business anyway. The fact that you are now suing them is a calculated part of doing business, and they need not be exempted from the law when something does go wrong.

3) It is the car manufacturer that is being unreasonable during most lawsuits. They know they will occasionally produce a lemon, yet in no instance do they ever accept responsibility for it without taking action on the part of the consumer.

4) Assuming that you have a legitimate case, the car manufacturer has likely neglected to act in good faith by negotiating with you and forcing you to live with the lemon car while they played around went against their legal obligations since they became aware of the situation.

## **Do's and Don'ts on Filing a Complaint**

Imagine that you have already done the things that you need to do in order to ensure that you do not wind up with a lemon and still you feel like you got ripped off. If you feel like it is really time to make a complaint, there are some dos and don'ts that you should follow. Here are some very interesting do's and don'ts that you should take to heart on complaining about your lemon that will get you much farther on fixing your lemon problem.

- Do use only the facts about your problems. You must also be sure to list them in chronological order.
- Be as brief as you possibly can. If you prefer to write a letter; you must be sure to keep it to a maximum of one page. Any longer, and your letter will likely get lost.

- Be certain that you do not mention the history of your past cars that you have owned because truthfully, no one cares.
- Don't give out any ultimatums. You also do not want to make demands on what may not get fixed this time because all that you will accomplish is a few enemies.
- You do not want to threaten a law suit either. If you threaten a law suit you will learn quickly that you will soon find that you will get very little cooperation.
- You must also be reasonable in what you expect. If you don't like the way something is being handled, you should immediately tell the dealer and he'll pass the information along on your behalf.
- Don't ever tell the dealer flat out that you have had your problem from the first day. Instead you should simply let the facts speak for themselves.
- You should also avoid making any comparisons between American and foreign made cars because it doesn't really apply.
- If a dealer tells you that your car has a particular characteristic he's probably telling you the truth as all cars have specific characters of their own. You should know this.
- If you have a problem that the dealer can't duplicate it would be wise for you to work with them on explaining the exact conditions when it happens. It helps if you keep a note book and write down the date, time, temp outside, how long you have been driving the car, how many miles you have driven that day, etc. on the record.

- It is possible that the dealer you are working with is actually a bad dealer. You can always see if another one in the area will help you out instead. But you need to keep in mind that non-selling dealers are very reluctant to take on other dealers problem cases.
- You need to know that if you feel that you should get something, you have a better chance of getting it if you remain civil and make your point in a rational and logical way.
- If the dealer does a good job helping you, be civil enough to send a note of thanks to them. This way, you will be remembered the next time you are in need of a vehicle and treated even better.

### **What Documents do I Need?**

The most important documents that you should have if you want to prove a Lemon Law or a Breach of Warranty Case are the repair orders that you are given immediately after your vehicle has been in for a repair. Each time you take your vehicle in for repair you should make sure that all of the information that is contained on these documents is correct.

For example, you should be sure that all the complaints are written up exactly as you have stated them; that ALL of your complaints on that visit are included and written down; that the dates that you came in and the dates out are correct; that the mileage is set properly etc.

In most states, dealers are required under the Lemon Law to give you a copy of all of your repair orders. Furthermore; if you keep a calendar of appointments, which shows when you took the car in to the dealer because this can be helpful also with the repair orders.

Basically, you need to keep copies of all documentation that you have with regards to your car and its history. This will include such things as all repair orders, purchase contracts, warranty book and owners manual that came with your car.

You will also want to keep written notes of all of the conversations that you have with your dealership and repair technicians concerning your vehicle and its lemon status or potential. Include the date, time and what specifically was discussed and to whom you were speaking to. This includes phone calls and in-person contact. Here some more quick tips:

- DO NOT leave the dealership without your repair order because if you don't have a repair order it means no proof of repair either.
- Make sure the repair order accurately reflects the date that you dropped off the vehicle for repair and the date you picked up the vehicle when the repairs were finished.
- Make sure that the dealership accurately describes your complaints in your words, and not theirs.
- Save all your repair orders.
- Ignore the dealership and the manufacturer if they tell you that you don't have a lemon law claim for the obvious reasons

### **What if I bought a used car?**

If you still had any warranty left over from the manufacturer when you purchased your vehicle; or if your vehicle was "Certified" by the manufacturer or dealer, and you made at least one unsuccessful warranty claim before the warranty ended, you may be able to get compensation for breach of warranty.

Check out these tips for finding out if there is something about your vehicle that you were not told:

- Go to CARFAX.com and get a vehicle history for your car
- Consult an auto body shop to determine if your car in an accident already
- Have your Insurance Company run your Vehicle Identification Number (VIN) on their computer to see if an accident claim was ever made about your car through another insurance company

## **How to Choose a Lawyer**

If you find that you just might require a lawyer to handle your lemon car case, there are some things that you need to take into consideration first. For starters, you will want to get a good consultation that will determine what type of lemon case that you have. From here, you can follow the tips below to help you to find the right lawyer to handle your case.

### **EXPERIENCE**

You should make sure that the firm or lawyer that you choose to hire has experience in handling your specific type of case. The law has become very specialized in lemon cases and you will need a law firm that is not new to this area because they may not know the most effective way to achieve the best results for you. However, you should be wary of any law firms which use the term experts or specialists because they are not legally allowed to use the term.

### **NUMBER OF ATTORNEYS**

You should also ask how many lawyers in that firms are not only licensed in your state, but how many of those lawyers can actually handle your lemon law or other

type of case. Just like in any other type of company, people leave for different jobs and people get sick. Because your case may take many months to resolve, you want to be sure there is another attorney in the firm who can take over if your own lawyer. Cannot continue for any reason.

### **ATTENTION**

You should also want to make sure that you can meet your attorney before he or she represents you. Just like a doctor, a lawyer is a professional that you trust a very important part of your life to. Because of this, you should be wary of any firm which will not allow you to meet your attorney or those who give you the run-around. You should always know what is going on in your case.

### **LOCATION**

You should also make sure that your lawyer is at least located in the same State where you will be having your case. In general, lawyers must be licensed in the State in which they are doing their legal work in order to practice. If the lawyer is not located in your state, he/she may have problems effectively representing your interests.

If your lawyer is forced to travel great distances to appear on your behalf, or if he/she is hiring someone else to make any court appearances on their behalf, you should question whether this will influence his/her judgment when he/she confers with you about any offers of settlement made by the opposing side.

### **REPUTATION**

Believe it or not, a lawyer's reputation is one of the best ways that you can use to make a decision. How other lawyers feel about his/her performance and how clients feel will give you a good idea on what that lawyer can do for you. Most lawyers will freely and willingly give you information about their reputation if asked and some will even provide you with proof of their track records if you request it. Even if you know

someone who has had to deal with a lemon case, you can ask them how their lawyer was with them. All of these things can help you in choosing your next lawyer.

## **COST**

It doesn't matter if you are hoping to get some of your attorney's fees returned to you in your case because not all states lemon laws cover this. If your state doesn't; or even it does, you will still want to be sure that the cost of the lawyer is affordable to you because there is no guarantee that you will win your case once it gets to court. You need to be sure that you can afford the lawyer that you get. Since many require a retainer, it is best to ask about this upfront. For those that do not, know that they will take their cut from your awarded allotment at the end.

These are the things that you need to think about when you are choosing your lawyer. Here are some quick questions that you should ask your lawyer before hiring them or even considering them. Check for quick and concise answers and ask them to put all in writing.

1. How many cases like this have you handled before and what was the result of those cases?
2. What are the resources that you and/or your firm have at your disposal?
3. Are you going to try to settle out of court or do you push for court trial?
4. What are any and all of the upfront fees? If there are none, how much of the settlement do you take upon trial end?
5. What type of billing procedures does your firm require, and do I get a detailed report in writing?

6. If you will be itemizing the costs, can I get a detailed and itemized written report of the costs each week?
  
7. Do you have a working knowledge of lemon laws in my state?

These are just some of the questions that you should ask before hiring your lawyer. You want to be sure also that they can provide you with details on what you have that will make your case for you. You don't want a lawyer that just wants to make a few bucks, you want proof that you have a case that you can win, otherwise, you will not only be stuck with a car you can't use, but making payments to a lawyer as well.

## **Summary**

As you can imagine, the Lemon Law explained in this guide should have provided you with all of the things that you need to know about lemons and lemon laws. Congress doesn't do much these days, but they did do this. After all, Congressmen are consumers too.

In this guide you have learned that there are basically 3 sets of laws that apply to all defective vehicles and products that are purchased in the United States of America. These three laws are:

- The Magnuson-Moss Warranty Act, which is a Federal Law that protects the purchaser of any product that costs more than \$25 in addition it, must come with an express written warranty.
  
- The Uniform Commercial Code or UCC has been adopted in all 50 states and covers contracts that directly deal with the sale of products.
  
- Summary of State Lemon Laws in California

You have also learned how to know if you have a lemon. You have learned that if you've purchased a new car and all of a sudden notice that the paint is peeling or it's making funny noises that you didn't notice before or perhaps you've noticed a dozen things that you no longer like then chances are the **Lemon Laws** will not apply to you.

You have learned that the lemon laws only apply if your new car does not run properly or if it has the potential to cause you harm, then you likely do have a lemon and these laws are for you.

This guide has even prepared you for what to expect during arbitration and court. You are more than prepared to handle yourself with this handy guide as all of the laws and rules for going to court have been covered. If any of these rules applies to your case, then this guide was well worth the cost of buying it.

Finally, you have been prepared on how to choose your lawyers should the case require one and you have been shown what rules apply to you if you are the dealer or plan to become one.

## **Resources for Lemon Laws & Lawyers**

<http://www.lemonlawhelp.net>

<http://www.virginialemonlawattorney.com>

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