

## 7 Steps to a Lemon Law Defense

**1. Bring your car in early** - Bring your car to a factory authorized dealer as soon as something appears wrong. The "usage fees" calculation under the California Lemon Laws starts with, and is directly related to, the odometer mileage at the FIRST time you brought your vehicle to an authorized dealer for repair of a repeating, unresolved, manufacturing defect affecting safety, value, or use. Therefore, the longer you wait, and the higher the mileage at the time of the first repair, the larger the "use fee," and the less you will recover.

**2. Keep repair orders** - Always obtain a copy of the work order when you leave the vehicle for repairs, and always obtain a copy of the completed repair order on picking up your vehicle. Be sure that the work order reflects your own words and comments about your complaints. If the Service Technician summarizes or changes your complaint to the point where it becomes ambiguous or vague, have that Service Advisor or Technician revise and/or add your corrected comments. Sign and receive a copy of the Repair Order before you leave.

If you had previously brought your car to the dealer for the same complaint but the dealer could not duplicate your concern, demand a test drive with the Service Advisor or Service Manager, and attempt to duplicate the problem during the drive. If successful, have the technician write on the Repair Order itself that he or she has "verified the customer's complaint."

And, if the problem recurs, even if only five minutes later, and you leave your car at the dealer again, have the technician write up an entirely new work or repair order with a separate and new repair order number. This prevents the dealer from combining several repair visits into one, an unfortunate common practice detrimental to you.

Although not absolutely necessary to prove your claim at a later date, these steps will help to create a complete record of the vehicle's history and may be very important to proving and winning your case.

**3. Be consistent in your complaints.** The California Lemon Laws require that a manufacturer's authorized repair facility be provided with a "reasonable" number of opportunities to repair the same problem(s). Therefore, be as consistent as possible on each repeated repair attempt in describing the problem(s) you are having. This will establish that the problem is the same recurring one, and will make any potential lemon law claim easier to establish and prove.

**4. Check on TSB's** – These are **T**echnical **S**ervice **B**ulletins issued by the manufacturers about common defects or repairs in certain models. Your Service Advisor, usually, will not tell you about these TSB's unless you ask. Ask the dealer to make note of your TSB request on the repair order, even if your dealer tells you that none exist for the problem you may be having. See our [links](#) section on how to obtain TSB information about your vehicle.

**5. Don't be misled by bad advice** - Dealers' and manufacturers' personnel, without intending to, frequently practice law without a license. They do this by giving you their version or (mis)understanding of the California lemon laws. More often than not it is wrong and may be detrimental to your case or to a decision you may need to make. It doesn't matter whether the reason for this misinformation is unintentional. The effect is the same and can do you great harm. So check any "legal" advice you are given by the dealer or manufacturer with our firm before making any decision that may later harm your case.

Also, don't be swayed by a dealer's defensive claims that the consumer is causing the problem. ("Doesn't know how to use the brakes or clutch;" "lives on a steep hill;" "uses bad gasoline;" etc.). Unfortunately, this is a common tactic when the dealership cannot fix the problem or when the manufacturer has no immediate fix for the problem.

**6. Beware of arbitration** - Automotive manufacturers frequently recommend arbitration as a desired, or even imply that it is a mandatory, prerequisite to resolving your problem. Arbitration is neither desirable nor mandatory! And it is absolutely not a prerequisite for making a California lemon law demand! In fact, what the manufacturer may not tell you is that if an arbitrator (who may have no legal training, nor any mechanical training) rules against you, that ruling carries the same legal weight, and demands the same respect, as if it were a ruling made in a court of law by a competent judge! Therefore, it can become a very powerful tool which may be used against you in any future legal proceeding which you may initiate to have the manufacturer repurchase your vehicle under the California lemon laws.

At present, the U.S. Federal Trade Commission has not found any manufacturer to have in place an "arbitration program" which complies with federal minimum standards. This means that the FTC basically finds these programs to be unfair to consumers. Thus, you have little to gain, and much to lose, by resorting to arbitration or to the manufacturer's "free dispute resolution program."

**7. Take the next step.** - Call our offices TODAY at 888-EX LEMON (888-395-3666) or e-mail to [info@lemonlawspecialists.com](mailto:info@lemonlawspecialists.com).

\*[disclaimer](#)