

Lemon Law FAQ's

Here are some answers to commonly asked questions about Lemon Law:

What makes a Lemon under statute?

At first glance, it would appear as though the law requires that the manufacturer be given a minimum of either 2 or 4 repair attempts within the first 18 months or 18,000 miles, depending on whether it is a safety related problem, before the manufacturer is required to replace the vehicle or buy it back. THIS IS NOT THE CASE!!! A consumer need only prove that the manufacturer has been afforded a REASONABLE number of repair attempts.

A Lemon Law claim exists in California under the following conditions:

1. The motor vehicle was purchased new, and used for personal, family or household purposes; or has a gross weight under 10,000 pounds and was bought or used primarily for business purposes by an individual or business entity with five or fewer motor vehicles registered in California;
2. The vehicle has a significant defect or nonconformity which substantially impairs the use, value or safety of the new motor vehicle to the buyer or lessee;
3. The warrantor is unable to repair the defect or nonconformity after a reasonable number of repair attempts. If your vehicle is in a repaired condition, you have no remedy under the law regardless of how many times it may have been subject to repair. A vehicle must be in a malfunctioning condition at the time a claim is asserted. Therefore, if you have had a problem or problems repaired a reasonable number of times and the vehicle malfunctions again, you should contact our office before taking the vehicle in for further servicing.

Additionally, what constitutes a "reasonable number of repair attempts" will depend on the nonconformity. The law presumes a reasonable number of attempts if the vehicle has been in for repair for the same nonconformity four or more times. However, if the nonconformity is safety-related (e.g., a nonconformity that could cause death or serious bodily injury) only two attempts to repair will amount to a presumption of "reasonableness."

Also, the law presumes a "reasonable number of repair attempts" if the vehicle has been out of service for more than 30 calendar days due to warranty repairs. The more days out of service, the better the chance of establishing that the manufacturer has had a reasonable opportunity to repair the vehicle. Even if the warranty has expired, the Lemon Law may still apply. If the vehicle is still having problems that were complained about, but never properly repaired during the warranty period, a valid Lemon Law claim may exist.

The Lemon Law, generally, will not apply to vehicles with trivial or minor defects. Nevertheless, each case must be judged independently, taking into account the particular needs and expectations of the particular vehicle's owner/lessee.

What am I entitled to under the California Lemon Law?

Depending on the nature and history of the problems involved, the extent of the efforts to resolve them and the response of the manufacturer and dealers, these cases can result in the recovery of actual damages, a civil penalty equal to two times actual damages, attorney's fees, costs and expenses.

If your vehicle is a "lemon," you are entitled to repurchase or replacement. In a repurchase, you are entitled to get back your down payment (or lease inception fee), government fees, trade-in equity, license fees and all the monthly payments you have made up to the date of settlement. You are also entitled to towing reimbursement, as well as rental car expenses you personally paid during your warranty repair visits. The manufacturer pays off the existing loan (or lease), you turn the vehicle back in to the car dealership, and you get your Lemon Law refund check. If a replacement vehicle is elected, you take a replacement vehicle in lieu of a repurchase. This is known as an exchange of collateral. Your loan remains the same, and you exchange your present vehicle for new one with the same equipment.

In any Lemon Law action, the manufacturer is entitled to an offset for mileage based on the odometer reading at the first time you had your vehicle repaired for a recurring problem. There is a specific formula for calculating this offset, which your Lemon Law attorney will discuss with you.

Am I required to go through arbitration before pursuing a Lemon Law claim?

The California Lemon Law does not require the consumer to participate in arbitration that may be offered by the vehicle manufacturer in order to pursue a Lemon Law claim. However, you may have to resort to the arbitration process if the California Lemon Law does not apply (such as an out-of-state transaction) or if you are bound to arbitrate your claim under contract. However, arbitration clauses of contracts are not always enforceable.

Am I required to notify the manufacturer and give them a chance to repair the problem?

No. So long as the manufacturer's authorized warranty repair facility has had a reasonable number of opportunities to repair a warranty problem, the manufacturer itself need not be given actual notice nor an opportunity to repair the problem.

Does the Lemon Law apply to vehicles that are purchased used?

Yes. The Lemon Law can apply to a used vehicle. The vehicle must be still covered by the manufacturer's warranty. Other remedies may be available if an extended service contract was purchased with the vehicle or the vehicle was sold without proper disclosure of its condition or history (more information on this type of case can be found on our Automobile Fraud page).

How long can this process take?

If you retain our firm, the process can take as little as 45 days if your new vehicle meets the reasonable repair attempt presumption perfectly. On the other hand, manufacturers often refuse to follow the law and may fail to give you the remedies you desire and are entitled to. This is where being represented by an experienced Lemon lawyer is most critical. Many consumers, without knowledge of the Lemon Law, will end up walking away from the problem and trying to sell or trade-in the vehicle, possibly at a loss. We're here to help you hold the manufacturer accountable. Why should you lose thousands of dollars when the manufacturers are making billions?

How do I get started?

Call us toll-free at **866-99-LEMON** or contact us by email for a free consultation. For a fast and efficient legal case evaluation and a potential offer of legal representation, you may wish to fill out our on-line Consultation Form. We will respond to you within 24 hours.

Please understand that while we are happy to review your documents and information, we do not begin representation of any client until we have entered into a written and signed fee agreement. In the meantime, be sure to document everything by making notes of related telephone calls, keeping copies of all related letters sent or received, and don't leave the repair facility without a written repair order which describes in English what they did, or attempted to do, to your vehicle while it was in repair.

If you think that you may qualify, call us right away! The sooner you get your Lemon Law case started, the sooner you will put this problem behind you!