

Guide to the California Lemon Law

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Legal Disclaimer

This publication is intended to provide an overview of the California Lemon Law and should never be used as a substitute for legal advice. Call our California Lemon Law offices today at **1-888-395-3666** or visit us online at **LemonLawSpecialists.com**.

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Table of Contents

Legal Disclaimer.....	1
Law Offices of Delsack & Associates, P.C.....	5
Education.....	6
Legal Career.....	6
The Law Offices of Delsack & Associates, P.C.....	7
California Lemon Law.....	9
What Qualifies As A Lemon.....	10
California Lemon Law Entitlements.....	11
Lemon Law Misconception.....	12
Steps For A Strong Lemon Law Defense.....	13
Caution About Modifying Your Vehicle.....	17
Questions To Ask When Buying A Used Vehicle.....	19
Lemon Law History.....	21
Magnuson-Moss Warranty Act.....	22
California Song-Beverly Consumer Warranty Act.....	23
California's Tanner Introduces New Guidelines.....	24
California Arbitration Act.....	24
Consumer Notification Act.....	24
Tanner Consumer Protection Act.....	25
Assembly Bill 1290 and Senate Bill 1718.....	25
California Military Lemon Law.....	26

Lemon Law Glossary.....29

 "As Is" Condition.....30

 Arbitration.....30

 California Lemon Laws.....30

 Certified Pre Owned Warranty.....31

 Demand Letter to Manufacturer.....31

 Express Warranty.....31

 Implied Warranty of Merchantability.....32

 Incidental Charges.....32

 Magnuson-Moss Warranty Act.....33

 Mediation.....33

 Recall.....33

 Reasonable Number of Repair Attempts.....33

 Repair Order.....34

 Replacement Vehicle.....34

 Safety Defect or Safety Non Conformity.....34

 Service Contracts (Extended Warranties).....35

 Substantial Non-Conformity.....35

 Technical Service Bulletin (TSB).....35

 Uniform Commercial Code (UCC).....35

 Used Car Lemon Law36

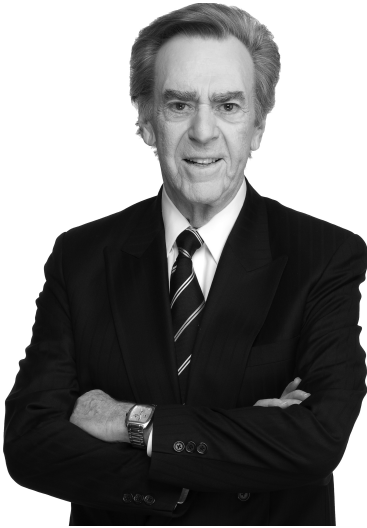
 Vehicle Identification Number (VIN).....36

 Work Order or Service Order.....36

A repair log has been included at the back of this book to help you keep accurate records of your vehicle's problems.

Law Offices of Delsack & Associates, P.C.

Education



California Lemon Law¹ attorney Kurt Delsack, Esq. earned his first law degree from the Catholic University of America's Columbus School of Law in Washington, D.C. Continuing his law studies, Mr. Delsack graduated with an advanced certificate in Communications Law from CUA's highly acclaimed Institute for Communications Law Studies. Mr. Delsack obtained his undergraduate Bachelor of

Business Administration (BBA) from the City College of New York (CCNY) of the University of New York.

Mr. Delsack is a member of the California Bar, the Los Angeles County Bar Association, and the Consumer Attorneys Association of Los Angeles. He is licensed to practice before the U.S. Supreme Court and all the courts of California, Pennsylvania, and the District of Columbia.

Legal Career

Kurt Delsack began his legal career helping California consumers by representing mobilehome owners against the owners of mobilehome parks who failed to maintain safe and sanitary living conditions. Mr.

¹ The California Lemon Law provides that any new or used vehicle covered under a manufacturer's express warranty will be replaced or repurchased by the manufacturer if problems cannot be fixed within a reasonable number of repair attempts.

Delsack feels privileged to have been able to help improve the living conditions of these many California mobilehome owners.

As a consumer advocate Kurt soon started representing California consumers who had purchased defective motor homes. Eventually this led to Mr. Delsack's firm, the Law Offices of Delsack & Associates, P.C., to represent consumers throughout the state who had purchased or leased defective cars, trucks, SUV's, motorcycles and boats.

The Law Offices of Delsack & Associates, P.C.

Since 1987 the Law Offices of Delsack & Associates, P.C. have helped thousands of clients recover millions of dollars by getting the manufacturers to repurchase their defective purchased or leased vehicles.



The Law Offices of Delsack & Associates, P.C. has become one of California's leading lemon law firms specializing in helping consumers throughout the state with their defective vehicles. The Law Offices of Delsack & Associates' website **LemonLawSpecialists.com** was one of the first to provide valuable information to California consumers

Law Offices of Delsack & Associates, P.C.

informing them of their rights under the California Lemon Law statute, as well as other consumer protection statutes.

Kurt has been featured on several consumer television and radio shows including: ABC TV's "Consumer News" with Ric Romero, Fox Morning News, and KNX Radio's "Money 101" with Bob McCormick. He has written attorney answer columns regarding the California Lemon Law for Martindale Hubbell's "Ask an Attorney", and has authored a regular column for the California Golden State Manufactured Homeowners League (GSMOL) newsletter.

California Lemon Law

What Qualifies As A Lemon

There are a few general requirements for a problem vehicle to qualify as a lemon.

- The California Lemon Law applies to all new vehicles, purchased or leased, and whether used for personal or for most small business. It also applies to used vehicles if the manufacturer's new car **express warranty**² was valid at time of purchase.
- The consumer must have repeated, substantial problems related to the safety, value, or use of the vehicle.
- The consumer must allow the manufacturer through its dealers or authorized repair facilities, a reasonable number of repair attempts for a substantial manufacturing defect. A reasonable number is presumed to be four (4) repair attempts for the same or similar substantial problem, or only two (2) repair attempts if it is a safety related defect likely to cause serious bodily injury or death.
- Alternatively, a vehicle may be considered to be a lemon if it has been out of service in the hands of an authorized dealer for more than 30 days during the first 18 months or 18,000 miles for repair of substantial manufacturing defects, AND the vehicle is still not fixed.

2 Express Warranty is a written warranty, issued by the manufacturer of a new motor vehicle. The express warranty provides certain promises concerning the vehicle's condition, fitness for use, and the manufacturer's obligations to repair defects.

California Lemon Law Entitlements

If you qualify for protection under the California Lemon Law, the Law Offices of Delsack & Associates, P.C. will demand that the manufacturer reimburse you for:

- Your down payment, cash and/or trade-in allowance, registration fees, licensing fees, taxes, transportation costs, etc.
- All monthly lease or loan payments up to the time you return your vehicle.
- Reasonable costs which may have been incurred as a result of the vehicle's defect(s). These may include towing charges, car rentals, and other related out of pocket expense, but do not include loss of use, loss of income, or personal injury claims.
- Payoff of your loan or lease balance.
- Possibly some or all of your costs for after market items installed by a dealer or third party, for which the manufacturer is not required to reimburse the consumer under the California Lemon Law.
- In most cases, all attorneys fees.

The manufacturer is allowed to deduct from its reimbursement to the consumer, a "usage fee" based on California's statutory mileage formula. There may also be other deductions allowed under the California Lemon Law statutes for "third party" additions. These will be explained to you by your attorney.

It is important to note that there is no damage or harm to your credit

rating by going through the California Lemon Law process. The California legislature enacted the law to help consumers get out of a bad situation and to make it easier for an individual or small business to stand up to the automotive companies. The California Lemon Law simply returns consumers to approximately the same financial position they were in before they purchased or leased their "lemon."

Lemon Law Misconceptions

Perhaps the most common misconception about the California Lemon Law is that you must have provided the manufacturer a certain number of repair opportunities "within" the first 18 months or first 18,000 miles. This is just not true! Yet it may have stopped thousands of Californians from trying to get their money back. Some dealerships, California state agencies, and other "experts" often give consumers this wrong information.

Regardless of what these sources may have said, or what you may have heard, most vehicles qualify for repurchase under the California Lemon Law because of repair attempts made by a dealership, or an authorized repair facility, after the first 18 months or first 18,000 miles. The initial repair attempt, however, must have been made while the vehicle was covered under the manufacturer's original warranty.

Steps For A Strong Lemon Law Defense

Steps For A Strong Lemon Law Defense



Retaining a knowledgeable and experienced California Lemon Law attorney is the best way to help you get rid of a lemon. There are however, some steps you can take to help ensure a successful and speedy outcome of your demand.

Following these steps will help you establish a complete record of your vehicles repair history and will help you win your case.

1. Make sure that the service writer documents your complaints accurately and exactly as you describe them. Service writers frequently write shorthand or abbreviated versions of your complaints. This may be to your detriment when trying to prove that you have given the manufacturer a reasonable number of opportunities to repair your vehicle. Be sure to get a copy of your **work order**³ before you leave the dealership. Make sure it is accurate and be sure to sign it. Keep copies of the work order and of the **repair order**⁴ after the work has been completed. Do not accept either document if your complaints are not stated accurately, are just summarized, or are written ambiguously. If

3 A Work Order is the initial document given to you by the dealer's service or technical representative when bringing your vehicle in for repairs. Be sure to check the work order for correct date, odometer mileage, and that the items you complain of are as you described them.

4 The Repair Order is usually the final document prepared by the service department cashier after work has been completed on your vehicle. This document is usually more comprehensive than the original work order and should be retained by you for your records.

you are not satisfied with the description of your complaints have the service writer rewrite them.

2. Make sure that you give the dealer an opportunity to repair your vehicle at the first sign of a substantial problem. Under the California Lemon Law, the manufacturer is allowed to deduct a usage fee based in part on the odometer mileage at the time of the first repair attempt. The usage fee is not, however, determined by complaints of minor problems such as squeaks or rattles. It is based on repair attempts pertaining to a substantial manufacturing problem that affects the safety, value, or use of your vehicle and that cannot be fixed after repeated repair attempts.
3. When you bring your car to the dealership to be repaired, ask the service writer if there have been any **recalls**⁵ or **Technical Service Bulletin's**⁶ (TSB's) issued by the manufacturer pertaining to the same or similar complaint. If any TSB's exist, be certain that a notation is made of that on the work order or repair order. Normally the dealership will not tell you of the existence of the TSB unless you specifically ask.
4. If you are bringing your vehicle in for repeated repairs of the

5 A recall is when a manufacturer notifies all owners of a specific vehicle year, make and model, of a condition or defect that could affect safety or safe operation of the vehicle. Work dictated by a recall is completed at no charge to the vehicle owner.

6 A Technical Service Bulletin (TSB) is issued by the manufacturer to its dealers and service departments, usually pertaining to a problem commonly found in vehicles of the same make and type.

Steps For A Strong Lemon Law Defense

same complaint, try to be as consistent as possible in expressing your concern. Under the California Lemon Law, the manufacturer, its dealerships, or authorized repair facilities, must be given a "reasonable" number of chances to fix the problem. Being consistent in describing your complaint will help prove that you are complaining about the same problem and have given the dealer a reasonable number of chances to fix it. This will make your lemon law claim easier to prove and win.

5. Stand firm in your complaint. If, when you go to pick up your vehicle, the dealer has written on your repair order that the mechanic "could not duplicate" your problem, demand that the service advisor or a service manager go for a test drive with you to try to duplicate your complaint. If the service advisor or the service manager confirms your complaint, make sure that it is noted on the repair order itself.
6. If you leave the dealership and the same problem recurs, bring the vehicle back and have them write up a new repair order. This is important to show that you have given the dealer another chance to fix the same problem. Dealerships will frequently try to tack a new complaint onto an existing repair order to show fewer repair attempts and that they have not been given a "reasonable" number of opportunities to repair the defect.
7. Be wary of any legal advice given to you by dealers or the manufacturer's employees. Such personnel are not attorneys and though it may not be deliberate, and perhaps even well intentioned, their understanding of the California Lemon Law

may be significantly different than what the law actually states. You may be getting bad advice which could be harmful to your case or your decision to pursue a California Lemon Law claim. Any "legal advice" received from the dealer or manufacturer, should be verified with a qualified lemon law attorney before making any decision about how or whether to proceed.

8. Finally, do not be talked into filing an arbitration claim. Some dealers and manufacturers not only recommend arbitration as the best way to solve your problem, but may wrongly suggest that it is a mandatory requirement before proceeding with a California Lemon Law claim. This is not true. Arbitrators may have little or no legal training, and if they rule against you, that ruling can have a significant negative impact on any future legal action you may bring against the manufacturer.

Caution About Modifying Your Vehicle



The addition or modification of any component on a new vehicle, or a used vehicle eligible for lemon law protection, may seriously affect its performance and may disqualify you from obtaining relief under the California Lemon Law.

Examples that most frequently cause disqualification are: replacing the original tires and rims with a

Steps For A Strong Lemon Law Defense

different size or type, making electronic or electrical modifications to the entertainment or communications systems, and installing lift kits in pickup trucks or four wheel drive vehicles.

- Changing the tires or rims may alter sensitive component settings and may result in uneven wear of tires, brakes, and parts of the suspension system.
- Likewise, the addition of lift kits will seriously affect the vehicle's ride and height, and is sufficient to allow the manufacturer to disclaim any liability under its new car warranty for affected components.
- The installation of sound systems or multimedia systems can have detrimental effects on the existing wiring, computer systems, and power supplied to other components. Typically, dealers rely on third-party installers because they do not have the skills or the necessary equipment to make such installations.

Most manufacturers' new car warranties state that alterations and modifications to original equipment will prevent you from making a claim under the California Lemon Law if it is found that the installation of a third-party product is the cause of the problem. The dealer and sales personnel will likely not tell you of this warranty exclusion. The manufacturer is only responsible for those items which were installed at the factory and will not reimburse you for such third-party items, nor accept the responsibility for replacing parts which may have been affected by such installation or modification. In fact, the manufacturer

may even refuse to repurchase the vehicle if such additions or modifications can be shown to be the cause of substantial problems related to safety, value, or use.



Questions To Ask When Buying A Used Vehicle

1. Is anything wrong with the car?
2. How long has the car been for sale? The longer the car has been on the market, the more negotiable the price.
3. Are you the original owner?
4. What is the bottom-line price? Sellers will usually be open to negotiation, particularly, if you appear to be a serious potential buyer.
5. Do you have the Certificate of Title? Find out who does, and how much is still owed on the vehicle. This is an important question because if someone else holds the title it may be difficult to obtain a clear title without liens.
6. Is it alright if I have my mechanic inspect the car?
7. Do you have recent service records and repair orders?
8. Has the car been in any accidents? Look around and check for rust, signs of recent paint or repair.
9. When were the tires replaced and is there any warranty with the

Steps For A Strong Lemon Law Defense

new tires?

10. Do you have a CarFax or similar report? It is always a good idea to obtain such a report before committing to buy the vehicle. Dealers are required to provide the report to a prospective buyer.

Lemon Law History

Magnuson-Moss Warranty Act



The Magnuson-Moss Warranty Act is a United States federal law enacted in 1975 to protect consumers from deceptive warranty practices. The Act was sponsored by Senator Warren G. Magnuson of Washington with co-sponsors Senator Frank Moss of Utah, and

U.S. Representative John E. Moss of California. The purpose of the Act was to make product warranties more easily understood and enforceable, and to provide the Federal Trade Commission with a means of better protecting consumers. The Act does not force a manufacturer to include a warranty with its products, but if there is one it must be in writing and comply with the rules of the Magnuson-Moss Warranty Act. The three basic rules that the Act enforces are:

1. The warrantor must designate the written warranty as either "full" or "limited".
2. The warrantor must state certain specified information about the coverage of the warranty in a single, clear, and easy to read document.
3. The warrantor or seller must ensure the warranties are available to the consumer before buying.

California Song-Beverly Consumer Warranty Act

Prior to the lemon laws, automotive consumers had little protection when they purchased a vehicle that had repeated manufacturing defects. The consumer was expected to return the vehicle for repair under the manufacturer's warranty until it could be fixed. This was not only an inconvenience, but could be dangerous if the problem was a safety **defect**⁷.

The California Song-Beverly Consumer Warranty Act was enacted in 1970 to protect consumers who purchased or leased new automobiles that turned out to be "lemons". The Act stated that if the manufacturer or its authorized dealer was unable to service or repair a new vehicle to meet the terms of the manufacturer's written warranty after a **reasonable number of repair attempts**⁸, the manufacturer was required to repurchase the vehicle and return the purchase price to the buyer or lessee, or to replace it. The term "reasonable number of repair attempts" was, however, poorly defined and left to the discretion of the manufacturer. A manufacturer could also refuse to repurchase the vehicle if it determined that the vehicle had been "abused" by the buyer, as for example, if the vehicle maintenance and instructions for proper use had not been strictly followed.

7 A Safety Defect or Safety Non Conformity is a manufacturing defect which creates a risk of a life threatening malfunction. Substantial defects such as steering or brake system failures are examples of safety related defects.

8 (2) safety related repair attempts, or four (4) repair attempts for a substantial defect, or the vehicle has been out of service for thirty (30) days.

California's Tanner Introduces New Guidelines

In January 1983, California Assembly Member Sally Tanner proposed new guidelines for California's Lemon Law. These guidelines clarified a "reasonable number of repair attempts" according to the nature of the problem and the safety of the vehicle. The Act was further expanded to include the sale or lease of used vehicles purchased while still covered by the manufacturer's original new car warranty. This law became the model for lemon law statutes in all 50 states.

California Arbitration Act

Enacted in 1987 the California Arbitration Act withdrew the power from the states to require judicial resolution. This act encouraged manufacturers and consumers to resolve their disputes by non-judicial means, such as **mediation**⁹ and **arbitration**¹⁰, rather than resorting to court.

Consumer Notification Act

The Consumer Notification Act was introduced in 1991 to protect consumers from unknowingly purchasing or leasing repurchased

9 Mediation is an informal procedure for dispute resolution. It does not require that you hire a lawyer nor that you go through the court system. Mediation is usually less effective in getting a manufacturer to agree to a refund or replacement vehicle.

10 Arbitration is an informal legal process that may be used to obtain resolution of a lemon law case. It is not legally binding on the consumer, but is binding on the manufacturer. An arbitrator's decision has the same weight as if made in a court of law even though they may have no legal or automotive expertise.

"lemons". Under this act, manufacturers were required to brand the title of an acquired "lemon" and submit the title to the California Department of Motor Vehicles. If a repurchased "lemon" was to be resold the necessary repairs had to be made and the manufacturer, and its dealers, had to disclose to the prospective buyer or lessee that the vehicle had been repurchased under the California Lemon Law.

Tanner Consumer Protection Act

In 1992, the part of the Song-Beverly Consumer Warranty Act which pertains to motor vehicles (the California Lemon Law), was renamed the "Tanner Consumer Protection Act" in honor of its author, Assembly Member Sally Tanner. In 1995 the California legislature enacted additional enforcements which provided for the suspension of the licenses of manufacturers who did not adhere to the provisions of the Act.

Prior to 1998, upon the repurchase of a "lemon" the manufacturer could prohibit the disclosure of the terms of the buyback settlement agreement. In 1998 this was changed so that only the financial terms of the settlement are prohibited from disclosure.

Assembly Bill 1290 and Senate Bill 1718

Under AB1290, the definition of "reasonable number of repair attempts" was expanded to apply its protections from 12 months or 12,000 miles whichever comes first, to 18 months or 18,000 miles whichever comes first.

Lemon Law History

SB1718 further clarified the term "reasonable number of repair attempts," as it applied to vehicle defects likely to cause death or serious bodily injury, by reducing the number of failed repair attempts from four (4) to two (2). It also expanded lemon law protection to vehicles bought or used primarily by a business so long as the gross vehicle weight is less than 10,000 pounds and five (5) or fewer vehicles are registered in the name of the business.

California Military Lemon Law

On January 1, 2008, the California Lemon Law was further extended to provide protection to all



**MILITARY
LEMONLAW**

military personnel stationed in California, regardless of where the vehicle was purchased.

Senate Bill 234 (SB234), referred to as the California Military Lemon Law, was inspired by a USN lieutenant who had purchased a vehicle while stationed at an out of state military facility. The vehicle exhibited numerous manufacturing defects related to its safety and use, and a manufacturer's approved repair facility was unable to fix the problems within a reasonable number of attempts. The dealer offered to repurchase the vehicle but refused to apply California's statutory usage formula because the vehicle was not purchased in California.

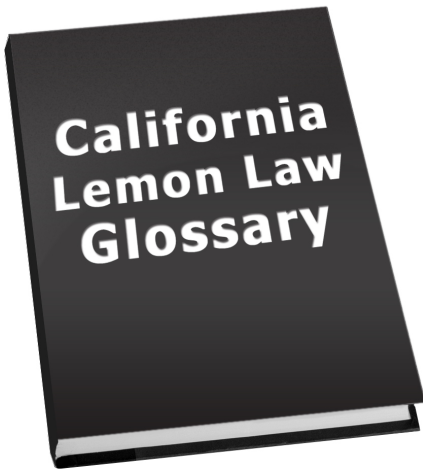
Instead, the dealer demanded a considerably higher usage fee deduction thereby reducing the lieutenant's recovery. Under the

California Lemon Law as it existed at that time, the dealer was legally correct. This left many military personnel with no valid recourse and at a disadvantage compared to their civilian counterparts.

As a result of the lawsuit brought on behalf of the USN buyer the California Lemon Law was extended to provide protection to all military personnel stationed in California - regardless of where the vehicle was purchased. The bill was widely supported and passed unanimously in both houses of the California Assembly.

California was the first state in the nation to offer such special protections to active duty military personnel. Many states have since followed California's lead and extended their lemon law statutes to include protection for military members who have purchased out of state "lemon" vehicles.

Lemon Law Glossary



"As Is" Condition

A car sold "as is" is likely sold with no warranty. It does not require the dealer or seller to make repairs (regardless of the vehicle's condition), unless there are other legal concerns such as a misrepresentation or fraud.

Arbitration

Arbitration is an informal legal process that consumers may use to resolve their lemon law case. The decision of the arbitrator is not legally binding on the consumer, but is binding on the manufacturer. This can be a dangerous tool to use because a decision against the consumer may be used by the manufacturer in future legal proceedings. That decision carries the same weight as a decision made in a court of law; even though the arbitrator may have no legal experience or automotive expertise. Arbitration is not a prerequisite in California for filing a lemon law claim or filing a lawsuit against a manufacturer.

California Lemon Laws

The California Lemon Law provides that any new or used vehicle covered under the manufacturer's express warranty will be replaced or repurchased by the manufacturer if they are unable to repair substantial problems within a reasonable number of repair attempts. This includes

four (4) repair attempts for substantial manufacturing defects and two (2) repair attempts for safety related problems. A vehicle can also be considered a lemon if it has been out of service at an authorized repair facility to repair substantial manufacturing defects for more than 30 days within the first 18 months or 18,000 miles.

Certified Pre Owned Warranty

Buying or leasing a pre-owned vehicle which has been certified under a manufacturer's certified pre-owned (CPO) warranty program provides many of the same benefits as buying or leasing a new car.

A manufacturer's CPO certificate extends the mileage and number of years of warranty coverage and also provides a stronger case for repurchase by the manufacturer if the vehicle is later discovered to have a substantial manufacturing defect which cannot be repaired after a reasonable number of attempts.

Demand Letter to Manufacturer

A written demand sent to the manufacturer that describes the motor vehicle, its defects, and the attempts made by a manufacturer's authorized repair facility to repair such defects.

Express Warranty

A written warranty issued by the manufacturer of a new motor vehicle. The express warranty provides certain promises concerning the vehicle's condition, fitness for use, and the manufacturer's obligation to repair

the vehicle.

Implied Warranty of Merchantability

A used car or truck purchased after the manufacturer's warranties have expired is usually not covered under the major provisions of the California Lemon Law. A California consumer may still have some legal recourse, however, by using the "implied warranty of merchantability" provisions of the California Lemon Law.

The "implied warranty of merchantability" basically requires that the vehicle is safe to use for the purpose intended. This warranty is imposed on all "consumer goods" sold at retail in California. A limitation on the "implied warranty of merchantability" applies if the used vehicle was sold "as is" and was clearly identified as such.

As long as the vehicle is used for personal use, was sold by a retail dealer, and was not sold "as is", a California consumer may be able to use the implied warranty provisions of the California Lemon Law as the basis for seeking recourse.

Incidental Charges

These are reasonable costs which may have been incurred by the consumer as a result of the vehicle's defect(s). These may include towing charges, car rentals, and other related out of pocket expense. Incidental charges do not include loss of use, loss of income, or personal injury claims.

Magnuson-Moss Warranty Act

A United States federal law enacted in 1975 intended to protect consumers from deceptive warranty practices. Its purpose is to improve the information available to consumers and encourage competition in the marketing of consumer products.

Mediation

Mediation is an informal procedure for dispute resolution which does not require that you hire a lawyer or go through the court system. It is a flexible procedure allowing for more creative settlements. It is often ineffective, however, in getting a manufacturer to agree to a repurchase or reimbursement.

Recall

A recall is when a manufacturer notifies owners of a specific vehicle year, make, and model, of a condition or defect that could affect safety or safe operation of the vehicle. Work dictated by a recall is completed at no charge to the vehicle owner.

Reasonable Number of Repair Attempts

Most state laws count "repair attempts" as occasions when you make the vehicle available to a manufacturer's authorized repair facility regardless of whether the dealer verifies the defect or makes an attempt to repair it. In California only two (2) unsuccessful safety related repair attempts is "reasonable." Non-safety related defects

require four (4) or more repair attempts of a substantial defect. It is also considered a reasonable number of attempts if the vehicle is 30 days out of service (for any combination of repairs for substantial defects), and within 18 months or 18,000 miles from the date of first delivery.

Repair Order

The Repair Order is the final document prepared by the service department after work has been completed on your vehicle. This document is usually more comprehensive than the original work order and should be retained for your records.

Replacement Vehicle

In California the consumer has the option of electing either a replacement vehicle (typically same year and model with the same or similar accessories), or reimbursement. Unless there is something unusual in the financial aspects of a client's case we usually recommend that our client opt for reimbursement and then use that money toward the purchase or lease of another vehicle.

Safety Defect or Safety Non Conformity

A manufacturing defect which creates the risk of serious bodily injury or is life threatening if the vehicle continues to be driven. Substantial defects, such as defective steering or defective brake system failures may be examples of safety related defects.

Service Contracts (Extended Warranties)

Service contracts and extended warranties are basically insurance policies. The consumer pays an additional amount to the seller or a third party for protection against defects beyond those covered by the manufacturer express and implied warranties. Such contracts are not manufacturer warranties and do not apply to, or extend, your rights under California's Lemon Law statutes. The manufacturer is not required to reimburse you for these contracts if the vehicle is repurchased. (Most service contracts may be canceled if your vehicle is repurchased and you may be entitled to a full or partial refund from the contract seller.)

Substantial Non-Conformity

A manufacturing defect that significantly impairs the safety, use, or value of a vehicle. Minor or cosmetic problems are not considered to be substantial defects.

Technical Service Bulletin (TSB)

A bulletin issued by the manufacturer to its dealers and service departments. It usually pertains to a problem found in vehicles of the same year, make, and type. When bringing your vehicle in for repairs, ask if the manufacturer has issued any TSB's relating to your vehicle for the same or similar problem.

Uniform Commercial Code (UCC)

In addition to your rights under state Lemon Laws and the federal

Magnuson-Moss Warranty Act, the Uniform Commercial Code is a set of state warranty laws which may additionally be used in a legal action against the manufacturer or dealer.

Used Car Lemon Law

A used car or truck may be covered under the California Lemon Law if some of the manufacturer's original new car warranty is applicable when you purchased the vehicle.

Vehicle Identification Number (VIN)

This is a unique code assigned to a vehicle by the manufacturer. Manufacturers may place the VIN tag in different places on the vehicle, often on the lower-left corner of the dashboard in front of the steering wheel, on your vehicle's title, and on your registration. The repair facility should include it on each work or service order and each repair order.

Work Order or Service Order

The initial document given to you by the service or technical representative at the dealership when bringing your vehicle in for repairs. Be sure to check the work order for the correct date and odometer mileage, and that your complaints are as you described them and in your own words.

Repair Log

LemonLawSpecialists
1-888-EXLEMON (1-888-395-3666)
info@delsacklaw.com

Always obtain a copy of the work order when you leave the vehicle, and a copy of the completed repair order on picking up your vehicle. Be sure that the work order reflects your own words and comments. If your complaint(s) are misstated, have the Service Advisor revise and/or add your corrected comments.

If you 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 Manager. Attempt to duplicate the problem during the drive. If successful, have the technician write on the repair order "Verified customer's complaint".

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

These steps will help to create a complete record of the vehicle's history and may be important to prove and win your case.

Repair Log

LemonLawSpecialists
1-888-EXLEMON (1-888-395-3666)
info@delsacklaw.com

Date Opened	Date Closed	Days In Repair	# of Days	Cumulative # of Days	Mileage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Problems Experienced with Vehicle:

Comments:

Date Opened	Date Closed	Days In Repair	# of Days	Cumulative # of Days	Mileage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Problems Experienced with Vehicle:

Comments:

Date Opened	Date Closed	Days In Repair	# of Days	Cumulative # of Days	Mileage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Problems Experienced with Vehicle:

Comments:

Date Opened	Date Closed	Days In Repair	# of Days	Cumulative # of Days	Mileage
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Problems Experienced with Vehicle:

Comments:

Repair Log

LemonLawSpecialists
1-888-EXLEMON (1-888-395-3666)
info@delsacklaw.com

Date Opened	Date Closed	Days In Repair	# of Days	Cumulative # of Days	Mileage
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Problems Experienced with Vehicle:

Comments:

Date Opened	Date Closed	Days In Repair	# of Days	Cumulative # of Days	Mileage
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