
THE LEMON LAW

WHAT CAR MAKERS DON'T WANT YOU TO KNOW



NORMAN TAYLOR
& ASSOCIATES
A Professional Law Corporation



We at Norman Taylor & Associates represent consumers throughout the State of California.

If you feel you may have a case based on the information contained in this brochure and you are located in the covered area, we'd like to assist you. Please call us to go over the specifics in your situation at (818) 244-3905 or (877) 768-7227 (SOUR CAR).



Norman Taylor & Associates

Attorney Norman F. Taylor has been representing “lemon law” consumers in California since 1987. He and his prior firms have handled thousands of cases and have forced manufacturers to buy back over \$100,000,000 in defective consumer goods pursuant to the “Song-Beverly Consumer Warranty Act,” better known as California’s “lemon law.” Mr. Taylor has been recognized nationally as a leading authority in this field.

Mr. Taylor has authored two books on the subject of “lemon law,” the first in 1991 and more recently in 2005. He has appeared on over 60 radio and television programs, including CNN’s “Daywatch” as an authority on “lemon law.” The California Judicial Council recognized his expertise in the field of “lemon law” by inviting his participation in the creation of standardized jury instructions for “lemon law” cases. He has also assisted consumer advocacy groups in proposing and securing amendments to the California “lemon law,” to keep it strong on behalf of consumers.

Our goal at Norman Taylor & Associates is to provide the highest quality legal representation for those who have the misfortune of purchasing defective vehicles or goods and who have recourse under the lemon law.



The Lemon Law

When someone buys a new consumer product, such as a car, it typically comes with a warranty from the manufacturer, promising to fix it if anything goes wrong. Sometimes, however, the repair shop simply cannot fix it, even after several tries. Consumers have traditionally called such persistently defective products “lemons.”

California’s “lemon law” applies not only to motor vehicles, but also to motor homes, motorcycles, boats and even to appliances and any other consumer product sold with a warranty. It applies equally to both sales and leases. It typically covers only new products, but under certain circumstances it will cover used goods as well, particularly used cars.

The law provides that, where a manufacturer cannot repair consumer goods after a reasonable number of attempts, and the defect is substantial, it must either replace the defective product or refund the consumer’s money. Consumers do not have to demand what they are rightfully entitled to under the law. Instead, the “lemon law” imposes an affirmative duty on manufacturers to make the consumer an appropriate offer, once a reasonable number of attempts to repair the goods have failed.

If a manufacturer fails or refuses to offer a replacement or a refund for a “lemon,” the consumer has the right to file a civil action in a court of law. When the consumer wins such an action, the manufacturer must not only provide a replacement or a refund, but also pay the consumer’s cost and expenses, including attorney’s fees. In some cases, the manufacturer can also be liable for a “civil penalty” of up to twice the consumer’s damages (usually the price of the defective goods).

Frequently Asked Questions

Question:

Does the California lemon law apply only to the first 18 months or 18,000 miles of the vehicle?

Answer:

NO. The law applies to a vehicle as long as it has a manufacturer's new car warranty on it, and sometimes longer. In many instances a vehicle may still qualify under the law even though the vehicle is now outside the warranty period, as long as the first repair attempt for the defect occurred within the warranty period.

Question:

Do used cars qualify under the lemon law?

Answer:

YES. A used car can qualify under the lemon law as long as it was sold with a written warranty. Sometimes a used vehicle is sold with two warranties, one from the dealer and one from the manufacturer. If the vehicle was sold "AS-IS" or "WITH ALL FAULTS," the lemon law would not apply, unless the vehicle was a former "lemon law buyback" and this was not properly disclosed to the purchaser.



Question:

Do I have to go through the manufacturer's arbitration program?

Answer:

NO. Most manufacturers offer an arbitration program to “assist” consumers in resolving their disputes with the manufacturer. These arbitration programs are overseen and supported by the manufacturer. All too often, participation in these programs by consumers results in wasted time and unsatisfactory decisions or an “award” short of what the consumer is entitled to under the law. It is not necessary for a consumer to first participate in a manufacturer's arbitration program prior to taking legal action in California.

Question:

If I qualify under the lemon law, what am I entitled to?

Answer:

You are entitled to receive either a refund or a replacement vehicle, plus vehicle registration fees, rental car costs and towing charges. The manufacturer is entitled to a mileage offset for the value of the miles placed on the vehicle, up to the first time the vehicle was taken in for the problem or defect that is resulting in the refund or replacement.

Question:

How many times do I have to take my car back for repairs?

Answer:

The law states that the manufacturer is entitled to a reasonable number of attempts to repair the vehicle. The law does not specify what is “a reasonable number of attempts.” As a rule of thumb, four repair attempts for the same problem is usually a reasonable number. This is a general rule and may vary depending upon the seriousness of the problem. Another factor to consider is the number of miles between repair attempts.

Question:

Instead of one item breaking several times, what if several items break only one time and the dealer fixes it each time?

Answer:

The facts in each individual case must be taken into consideration. The number of days in the shop for repair of a variety of problems can be a very valid basis on which to present a lemon law claim.



Question:

What if I take the car to the dealer to repair the problem, but they don't perform actual "work" on the problem?

Answer:

This still counts as a repair attempt. The dealer had an opportunity to repair the vehicle, even though they did not "work" on it.

Question:

What if my car is out of its warranty period?

Answer:

If the first repair attempt for the problem or defect occurred within the warranty period, then the vehicle may still qualify for a refund or replacement vehicle under the law, provided all other requirements are met.

Question:

What if the dealer says that nothing is wrong or that this is a normal condition for the vehicle?

Answer:

If the consumer feels that there is a problem with the vehicle it should be taken to another dealer to get a second opinion, or the manufacturer should be contacted directly. An independent automotive expert can also be retained to inspect the vehicle and determine if in fact the condition is normal.

Question:

Do I have to take the vehicle back to the dealer I bought it from?

Answer:

NO. All authorized dealers operate as the manufacturer's agents for the purpose of warranty repairs. Therefore, any authorized dealer can do warranty work on your vehicle.

Question:

Can an independent repair shop perform warranty repairs on my car?

Answer:

NO. You must take it back to an authorized dealer for warranty repair work. The law states that the manufacturer must have a reasonable opportunity to repair the vehicle. An independent repair shop is not an agent of the manufacturer, so its repair does not qualify as an attempt by the manufacturer to repair the vehicle. Furthermore, an independent repair may void that portion of the warranty on the vehicle.

Question:

Do leased vehicles qualify under the lemon law?

Answer:

YES. All leased vehicles covered by a warranty qualify under the lemon law.



Question:

Do motor homes, motorcycles, boats and other consumer vehicles qualify under the “Song-Beverly Warranty Act” also known as the lemon law?

Answer:

YES. All the above qualify under the lemon law in the same way any consumer product would qualify.

Question:

Are after-market accessories, such as car alarms, stereos, sunroof, wheels, running boards, telephones, etc., refundable?

Answer:

In most cases items put on the vehicle after the purchase of the vehicle are not refundable. However, special circumstances under the law may permit the consumer to recover the expense of these accessories.

Question:

Do I have to keep my car in order to pursue restitution under the lemon law?

Answer:

NO. It is not necessary to keep your car. However, there are some recommended procedures to follow when either selling your vehicle to a private party, or simply returning your leased vehicle. It is a good idea to have an expert mechanic inspect the vehicle to verify the continued existence of the problem(s) you’ve been experiencing to “preserve your evidence.”



Also, you might have the buyer or lease company sign your disclosure statement that sets out the problems you've been experiencing with the vehicle.

Question:

Does the consumer have the right to return a new or used car within 72 hours of the purchase?

Answer:

No. There is no 72-hour right of rescission in the purchase of a new or used vehicle. When you sign the contract, the car is yours. However, California's Car Buyer's Bill of Rights provides for returning a newly purchased vehicle under certain conditions. The new law applies to motor vehicles bought in California from a dealer for personal, family or household use, including cars, minivans, SUVs and trucks. Some provisions in the law cover only used cars, while others cover new and used cars. For more information, look into the Car Buyer's Bill of Rights.

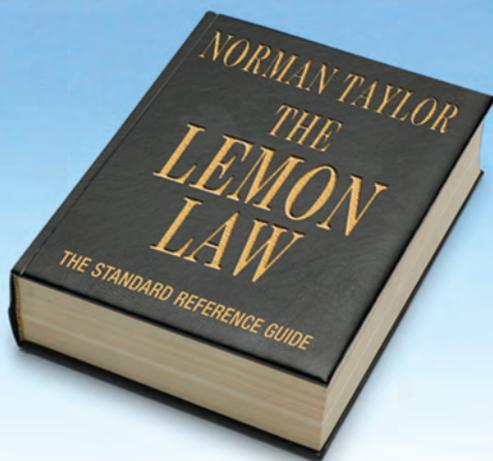
Question:

If a vehicle is purchased "AS-IS" or "WITH ALL FAULTS" does the lemon law apply?

Answer:

NO. A vehicle sold "AS-IS" or "WITH ALL FAULTS" is being sold in the condition it is in. It is devoid of any warranties. The buyer is accepting the vehicle "as it is" regardless of condition.

We wrote the book
on Lemon Law.



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