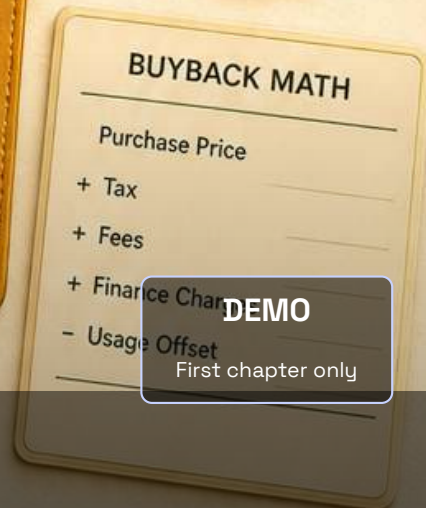




MASTER TRACKING SPREADSHEET

	Date	Mileage	Concern	Status
RO 1	2024-03-02	12,458	Engine Stalls	✓
RO 2	2024-03-18	12,983	Engine Stalls	✓
RO 3	2024-04-01	13,510	Loss of Power	✓
RO 4	2024-04-20	14,021	Transmission Slip	✓
RO 5	2024-05-05	14,487	Electrical Issue	✓



Lemon Law Lemonade

The Insider's Guide to Forcing Dealerships to Buy Back Defective Cars

Lemon Law Lemonade

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Code Examples

Code examples in this book are provided for illustration only. They may not be suitable for production use without additional validation, error handling, and security review.

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1

Is It a Lemon?

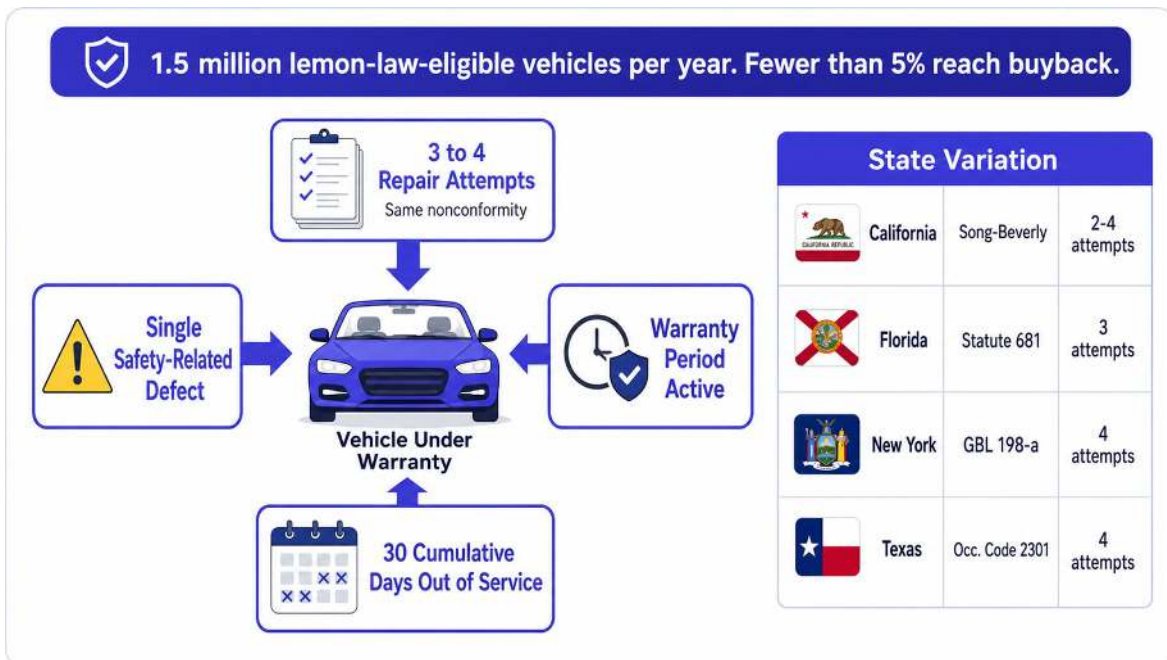


Figure 1. Most state lemon laws converge on four thresholds: 3 to 4 repair attempts, 30 cumulative days out of service, a single safety-related defect, and an active warranty, while fewer than 5% of 1.5 million eligible vehicles reach buyback

1.1 The Payment You Are Still Making

The payment is \$487 a month. The vehicle is a 2024 SUV. You are eleven months in, the loan has fifty-three months remaining, and the SUV has been at the dealership service department four times for the same surging-at-idle problem that nearly drove you into a guardrail on the 405. The fourth repair order, dated three weeks ago, says exactly the same thing the first three said: *Customer states intermittent surge at idle. Technician unable to duplicate. No fault codes stored. No further action.*

You are paying \$487 a month for a vehicle the dealer's own service writers have documented as unreliable, and the manufacturer is dodging because the technicians keep writing "cannot duplicate."

This is the lemon-law situation, and it is more common than most owners realize. The pattern repeats across every manufacturer, every model line, every price point. The bumper-to-bumper warranty was supposed to protect you. The lemon-law statute was supposed to protect you. The dealership service department was supposed to fix the problem. Eleven months in, none of those protections have produced an actual repair — and the warranty clock keeps running.

1.5 million

the estimated number of new vehicles sold in the US each year that develop a nonconformity covered by state lemon-law statutes — of which fewer than 5% result in a manufacturer buyback because most buyers do not know they qualify¹

¹NHTSA Consumer Complaint Database, 2024 annual report, cross-referenced with Center for Auto Safety analysis of state lemon-law arbitration filings.

Warning

This book is not legal advice. State lemon-law statutes vary widely and the rules change. California's Song-Beverly Consumer Warranty Act is among the strongest in the nation. Florida Statutes Chapter 681 applies only during the first 24 months. New York General Business Law Section 198-a uses a 4 repair / 30 day threshold. Texas Occupations Code Section 2301.601 has its own framework administered by the Department of Motor Vehicles. For complex cases involving significant safety defects, contested arbitration, or contracts beyond \$50,000, consult a lemon-law attorney licensed in your state. This book is the documentation and process system that makes the attorney's job easier — or, in most cases, makes the attorney unnecessary. Never falsify a complaint or backdate a repair order; both are fraud and end any lemon-law claim.

1.2 The Three Statutory Tests

Every state lemon-law statute uses some version of three tests. A vehicle that satisfies any one of them creates a *statutory presumption* — a legal shorthand that shifts the burden of proof onto the manufacturer to disprove the defect.

Test 1: The Repair-Attempt Threshold. The same nonconformity has been the subject of a defined number of repair attempts at an authorized manufacturer service facility, and the defect persists. The threshold is typically three or four attempts, varying by state.

Test 2: The Out-of-Service Threshold. The vehicle has been in the manufacturer's authorized service facility for a cumulative number of days during a defined period. The threshold is typically 30 days out of service within the first 12 to 24 months.

Test 3: The Safety-Related Defect Threshold. A single repair attempt is enough if the defect is a *serious safety-related defect* that could cause death or serious injury

— brakes, steering, airbags, sudden acceleration, fuel-system fire risk. Some states (notably California) reduce the attempt count to two for safety-related defects.

A car does not have to fail all three tests. Satisfying any one — with documentation — triggers the statutory presumption.

1.3 State-by-State Threshold Snapshot

The exact thresholds vary by state, and the statute that controls is typically the law of the state where the vehicle was purchased or originally registered. The most common framings:

State	Statute	Threshold
California	Song-Beverly Consumer Warranty Act	2–4 attempts / 30 days OOS
New York	GBL Section 198-a	4 attempts / 30 days OOS
Texas	Tex. Occ. Code Section 2301.601	4 attempts / 30 days OOS
Florida	Florida Statute Chapter 681	3 attempts / 30 days OOS / 24 months
Illinois	815 ILCS 380	4 attempts / 30 days OOS
Pennsylvania	73 P.S. Section 1951 et seq.	3 attempts / 30 days OOS
Ohio	Ohio R.C. Section 1345.71	3 attempts / 30 days OOS / 18 months
Massachusetts	M.G.L. Chapter 90 Section 7N-1/2	3 attempts / 15 business days OOS
Washington	RCW 19.118	4 attempts / 30 days OOS
Virginia	Va. Code Section 59.1-207.11	3 attempts / 30 days OOS

The list is illustrative, not exhaustive. Verify the current statute for the state of purchase before relying on a threshold. Many states have amended their lemon-law frameworks in the past five years, generally in the direction of stronger consumer protection.

1.4 The Definition of “Nonconformity”

The word *nonconformity* appears in every state lemon-law statute, and it is the word the manufacturer’s defense attorneys will fight over the hardest. A nonconformity is a defect or condition that “substantially impairs the use, value, or safety of the vehicle.” Two pieces of that definition matter most.

Substantial impairment. A glove-box latch that does not close is a defect. It is probably not a nonconformity, because it does not substantially impair the use, value, or safety of the vehicle. A surging-at-idle problem that causes the vehicle to lurch forward at stoplights is a nonconformity. A persistent transmission shudder at 45 mph that the dealership cannot fix is a nonconformity. A check-engine light that recurs after three software resets is a nonconformity. The defect has to matter.

Use, value, or safety. Three independent prongs. The defect does not have to threaten safety to qualify — a sufficient impairment of *value* alone (resale impact, reduced functionality) can be enough. This matters because manufacturers often argue “the car still runs, so it is safe and usable.” The statute does not require all three; one is sufficient.

Key Insight

The single most common mistake lemon-law-eligible buyers make is assuming the defect has to be a major mechanical failure. It does not. A persistent intermittent defect — the kind the dealership keeps writing “cannot duplicate” for — can qualify under the nonconformity definition if it occurs reliably enough to substantially impair use, value, or safety. The challenge is not proving the defect is major. The challenge is documenting it.

1.5 Certified Pre-Owned Counts (Sometimes)

If you purchased a Certified Pre-Owned (CPO) vehicle from a manufacturer-authorized dealer, the manufacturer's CPO warranty typically qualifies you under most state lemon laws as if the vehicle were new — but only during the active CPO warranty period, and only with the same documentation discipline. The statutes differ on whether "used" vehicles get the same presumption as "new" vehicles, but the CPO category is the strongest used-vehicle position. Out-of-warranty used vehicles generally fall outside the lemon-law framework and into the broader Magnuson-Moss Warranty Act federal protections (Chapter 8).

24–36

months — the typical statutory presumption period during which lemon-law thresholds apply, measured from the date of original vehicle delivery to the first owner

1.6 The Magnuson-Moss Backstop

Federal law adds a second layer. The Magnuson-Moss Warranty Act of 1975 (15 USC Section 2301 et seq.) covers any consumer product warranted in writing — which includes essentially every new vehicle sold in the US. Magnuson-Moss does not have the strict repair-attempt or out-of-service thresholds of state lemon laws, but it does provide a federal cause of action for breach of express warranty, breach of implied warranty of merchantability, and consumer-rights remedies including *attorney fees paid by the manufacturer* when the consumer prevails.

The fee-shifting provision is the lever. Under Magnuson-Moss, a successful consumer claim can require the manufacturer to pay the consumer's attorney fees, which means

a competent lemon-law attorney will often take a strong case on contingency. The lawyer is paid by the manufacturer, not by you. This is why lemon-law attorneys do not always require upfront payment — the fee-shifting changes the economics.

The Magnuson-Moss backstop matters most when a state lemon law does not quite apply (used vehicle past CPO warranty, defect outside the presumption period, threshold not met) but the underlying warranty obligations still exist. For new vehicles within the presumption period, state law typically controls.

1.7 What This Book Builds

The remaining chapters give you a complete, paper-trail-based exit system from a defective vehicle:

- The “cannot replicate” trap and the dashcam-and-technician-interview workarounds (Chapter 2)
- Building the paper trail: every repair order as a document, the date-of-first-complaint rule, manufacturer service-log access (Chapter 3)
- Escalating beyond the dealership: manufacturer customer relations, regional executives, BBB Auto Line (Chapter 4)
- Writing the final structured 6-section certified notice of defect with statutory citations (Chapter 5)
- The arbitration process: BBB Auto Line, NCDS, state-administered programs, manufacturer programs (Chapter 6)
- Buyback math: purchase price plus tax plus fees plus finance charges minus usage offset (Chapter 7)
- When to hire a lemon-law attorney — and when you do not need one (Chapter 8)

By the end of the book you will have the threshold-tracking spreadsheet, the structured notice-of-defect template, the manufacturer customer-relations phone numbers, the arbitration-prep checklist, and the buyback-math calculator. The average documented owner who follows this process recovers a full buyback (purchase price plus tax plus fees plus finance charges minus a small usage offset) without paying the 30% contingency fee that lemon-law attorneys typically charge — not because the attorneys are bad value, but because most cases that follow the documentation discipline never need to file a lawsuit.

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DEMO

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