

LEMON LAW BACKGROUND

FAST FACTS

- Every state, along with the District of Columbia, has enacted a Lemon Law
- Provisions of the Lemon Law vary from state to state
- The Connecticut Lemon Law was the first enacted in the United States, and was signed into law on June 4, 1982

FIRST IN THE NATION: CONNECTICUT LEMON LAW SIGN SIGNED JUNE 4, 1982

“John J. Woodcock III, a Connecticut State Representative, was the proponent of the first ‘Lemon Law’ enacted in the United States. Governor William A. O’Neill signed the bill (PA 82-287) into law on June 4, 1982.” *Source: Central Connecticut State University, Center for Public Policy & Social Research.*
<http://library.ccsu.edu/about/departments/spcoll/lemonlaw/>

HISTORICAL CONTEXT

“President Ronald Reagan’s policy of deregulation left consumers subject to fraud and other abuses by manufacturers. A federal law, the Magnuson-Moss Warranty Act of 1975, and Uniform Commercial Codes provided some protection for the consumer, but the way in which these laws were written meant the consumer usually ended up filing a lawsuit against the manufacturer. Seeking redress under either statute led to ‘frustration, delays, expense and uncertainty.’ (Kegley and Hiller, 1986, p. 88). Hence the need for a more consumer-friendly procedure.” *Source: Central Connecticut State University, Center for Public Policy & Social Research.*
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TYPES OF VEHICLES COVERED BY LEMON LAWS

The types of vehicles covered by vary according to each state’s Lemon Law. Every state covers new passenger vehicles purchased and used for personal or household purposes, but many states’ laws go much further. Coverage can include business vehicles, leased vehicles, motor homes, motorcycles, and even ATVs.

Legal coverage is more uneven when it comes to used vehicles. Some states have separate statutes that cover used car purchases, typically by mandating a "sliding scale" warranty that grants longer warranties to more expensive vehicles or vehicles with few miles on the odometer. Many states' new car Lemon Laws cover vehicles that are sold or transferred within the manufacturer's original warranty period. So, for example, if a consumer purchases a used car that is less than a year old and has only a few thousand miles on it, the chances are good that it is covered by the state's new car Lemon Law.

DEFINITION OF A LEMON

While the definition of a lemon varies from state to state, generally speaking a lemon:

- Has a defect (or sometimes a series of defects) covered by the manufacturer's express warranty that substantially impairs the safety, use, or value of the vehicle
- Has been taking in several times (laws vary, but generally require from two to four repair attempts) for the same problem or series of problems, or has been out of service for a specified number of days (typically 30 days)
- Has a defect that occurs within the Lemon Law period (most often a specified time period, such as one year from the date of the delivery of the vehicle, or a specified odometer reading, such as the first 12,000 miles)

REPLACEMENT AND REFUND REQUIREMENTS

Generally, Lemon Laws state that, if a dealer or manufacturer cannot conform a vehicle to the manufacturer's express warranty after a certain number of repair attempts or a certain number of days out of service, then the manufacturer must either give the consumer a comparable replacement vehicle or a refund. The refund usually includes the purchase price, tax and license fees, and collateral expenses, less an amount representing the consumer's use of the vehicle.

CONSUMER REQUIREMENTS

Lemon Laws typically require consumers to take a number of actions prior to seeking relief under the law. For example, a Lemon Law may require the consumer to notify the manufacturer of the problem in writing, via certified mail, and give the manufacturer a final opportunity to repair the vehicle.

Lemon Laws often require the consumer to go through a manufacturer- or state-operated arbitration hearing. Some states give both the consumer and manufacturer a right of appeal following an arbitration hearing, others make the arbitrator's decision binding for the manufacturer but not the consumer, and still others make the decision binding to both parties.

WHY CONSUMERS NEED LEMON LAW ATTORNEYS

Most vehicle manufacturers follow the principle of “No lawyer, no money.” In other words, they count on being able to outmaneuver the consumer who hasn’t retained a Lemon Law attorney. Even in informal dispute resolution processes, the consumer is only on equal footing if he or she has an advocate at his or her side. The attorney’s expertise enables the consumer to easily dispute the manufacturer’s testimony.

But perhaps the most important reason for a consumer to have a Lemon Law lawyer is that it sends a clear signal to the manufacturer that the consumer is serious about the claim, and is willing to sue them in order to get justice. Vehicle manufacturers have powerful legal teams that are adept at avoiding or stalling Lemon Law claims, and often only obey the law when they’re faced with the threat of a lawsuit by Lemon Law experts. When they are, they usually settle very quickly, since they know that the cost of going to court will be much higher. For these reasons, it’s in the consumer’s best interest to have an advocate who knows the law and works on the consumer’s behalf.

SPECIFIC INFORMATION BY STATE

You can easily find information about specific states’ Lemon Laws at www.LemonJustice.com.

ABOUT LEMBERG & ASSOCIATES, LLC

Based in Stamford, Connecticut, Lemberg & Associates, LLC specializes in helping consumers gain relief under state Lemon Laws. The firm practices law in New York, Connecticut, New Jersey, Massachusetts, Pennsylvania, and the District of Columbia.

Sergei Lemberg, Esq.

After graduating from Brandeis University in 1997 with a degree in Economics and a minor concentration in Business, Sergei Lemberg continued his studies at the University of Pennsylvania Law School, where he graduated in 2001 with a Juris Doctor degree. Licensed to practice law in New York, Connecticut, and Massachusetts, Mr. Lemberg held positions with several major law firms before launching his own practice, specializing in Lemon Law.

During law school, Mr. Lemberg was captivated by Article 2 of the Uniform Commercial Code (UCC), which covers the sales of goods. He came to deeply admire two of the architects of the UCC, Karl Llewellyn and Soia Mentschikoff, legal scholars who happened to be married to one another. Mr. Lemberg was drawn to contract law because of its complexity as well as the ways in which it reflects human nature. He felt strongly that Article 2 of the UCC made contract law come to life, making it accessible and understandable.

When a colleague of his began discussing the practice Lemon Law, Mr. Lemberg was intrigued. Working for large firms representing corporate clients embroiled in litigation wasn't as fulfilling as he had hoped; Mr. Lemberg yearned for the opportunity to do well by doing good, through having an impact on individuals' lives. He quickly came to realize that auto manufacturers never, ever accommodate consumers who don't have legal representation. Mr. Lemberg understood that he could help people resolve a devastating problem and move them to a better place.

Mr. Lemberg's satisfaction comes from knowing that he can positively affect his clients' lives by using the legal process to force manufacturers to take back defective vehicles or offer consumers a substantial settlement. He also appreciates that the law dictates that manufacturers pay for legal fees, so that his clients are not further burdened in the process of seeking redress for their defective vehicles.

Mr. Lemberg's commitment to advocating on behalf of consumers also has its roots in his personal story. Seeking freedom and opportunity, Mr. Lemberg and his parents emigrated to the U.S. from Russia when he was 15. Today, he is married, has a young son, and lives in Connecticut.

Debra Kudriavetz, Esq.

Debra Kudriavetz, Esq. knows the laws, knows the courts, and knows that ordinary people need help to make their voices heard in the legal system – even when Lemon Laws are on their side.

Ms. Kudriavetz received her Bachelor of Arts degree from Fordham University in 1995. She graduated with honors from Syracuse University College of Law in 1998. After her judicial clerkship in the New Jersey Superior Court, Debra worked as an associate attorney in several New Jersey law firms practicing civil litigation before joining Lemberg & Associates.

Ms. Kudriavetz is licensed to practice law in New Jersey.

Jody Berke Burton, Esq.

Jody Berke Burton, Esq. understands that compassion, combined with a keen understanding of the law, are powerful tools in helping people get rid of their Lemons.

Ms. Burton graduated from the State University of New York at Albany in 1990 with a degree in English. She continued her studies at the American University, Washington College of Law, and graduated in 1993 with a Juris Doctor degree. After two federal judicial clerkships in Washington, D.C., Ms. Burton represented the federal government in litigation before entering the private sector and joining Lemberg & Associates.

Ms. Burton is licensed to practice law in Connecticut, the District of Columbia, and Pennsylvania.

Karen Saks Shrager, Esq.

Karen Saks Shrager, Esq. has an experienced background advocating on behalf of her clients. Ms. Shrager graduated from the University of Delaware with degrees in both English Literature and Women's Studies. She went on to earn her Juris Doctor from the University of Maryland School of Law. After a judicial clerkship in the Baltimore County Circuit Court of Maryland, Ms. Shrager practiced as an associate throughout the state of Maryland. Ms. Shrager practices Maryland Lemon Law.