



STATE OF GEORGIA
GOVERNOR'S OFFICE OF CONSUMER AFFAIRS
2 MARTIN LUTHER KING, JR. DRIVE, SE, SUITE 356
ATLANTA, GEORGIA 30334-4600
404-656-3790

The Governor's Office of Consumer Affairs (OCA) is pleased to provide you this summary of the Georgia Motor Vehicle Warranty Rights Act, better known as the Lemon Law.

We have made the instructions for following the Lemon Law available in two different formats for your convenience. This document summarizes the entire Lemon Law process for you, explaining every step in detail. (You may find that some of these steps do not apply to you.) The information in this guide is up-to-date as of the time you are receiving it.

However, the material on our web site is always the most current, so please be sure to refer to the web page if a period of time has passed since you originally received these instructions. The address to use is www.consumer.ga.gov/steps. From this site you also have the option of printing out just one section or step of the process at a time, as you need it.

Thank you for pursuing your rights under Georgia's Lemon Law.

Lemon Law Frequently Asked Questions

What is the purpose of the Lemon Law?

Georgia's Lemon Law is a self-help statute whose primary goal is that the manufacturer of your motor vehicle repair any covered defects. If your vehicle cannot be repaired in a reasonable number of attempts and is found to be a "lemon," the law requires the manufacturer to replace or buy back (repurchase) the vehicle.

Am I covered by Georgia's Lemon Law?

The Lemon Law protects **consumers**. You are covered by this law if:

- You entered into an agreement or contract for the purchase or lease of a new motor vehicle primarily for personal, family or household use (regardless of what the documents call the transaction); or
- Your sole proprietorship, partnership or corporation owns or leases no more than three new motor vehicles for commercial use, has ten or fewer employees and a net income, after taxes, of \$100,000 per year or less for federal income tax purposes.

Does the Lemon Law cover all vehicles?

No. Only **new** motor vehicles are covered by Georgia's Lemon Law. This means new, self-propelled vehicles that are primarily designed to transport people or property over public highways and were purchased, leased or registered in Georgia. The title of the vehicle must still be in the name of the person who originally *purchased* or *leased* it and cannot have been previously issued to anyone other than the selling dealer.

What vehicles are not covered?

- Vehicles purchased or leased as **used**
- Vehicles whose title and other transfer documents indicate they are **used**
- Vehicles that have been titled to any person other than the selling dealer, before being titled to you
- Motorcycles and mopeds
- Trucks with a gross vehicle weight rating of 10,000 pounds or more
- All-terrain vehicles (ATVs)
- Boats
- Vehicles that are not self-propelled, such as trailers and campers

Are demonstrator models covered?

Yes. A demonstrator vehicle can also be considered a new motor vehicle, as long as the manufacturer's warranty is issued as a condition of sale and it otherwise qualifies as a new motor vehicle as described above.

Are motor homes covered?

Yes. While Georgia's Lemon Law does not cover those parts of a motor home that are designated, used or maintained primarily as a mobile dwelling, office or commercial space, it does apply to the self-propelled vehicle and chassis of a new motor home. These are generally made by separate manufacturers.

In order to have a manufacturer fix a covered defect, you must send the proper forms to the manufacturers of both the vehicle and the chassis. Please read the "Steps to Follow" section completely to make sure that you fulfill the special requirements applying to motor homes and conversion vans.

What kinds of defects are covered by the Lemon Law?

Any defect or condition included in the manufacturer's warranty that substantially impairs the vehicle's use, value or safety to the consumer is covered under the Lemon Law. "Substantially impairs" means that the defect makes your vehicle unreliable or unsafe for ordinary use, or it diminishes the resale value of your vehicle more than a meaningful amount below the average resale value for comparable motor vehicles.

What kinds of defects are not covered?

The Lemon Law does not apply to any defect or condition that is the result of abuse, neglect or unauthorized modification or alteration of the vehicle.

What is the Lemon Law rights period?

The Lemon Law rights period is the period ending one year from the date you took delivery of the vehicle *or* after the first 12,000 miles of your use—whichever occurs first. In order for a defect or condition to be covered, you must establish that the initial repair attempt took place within the Lemon Law rights period (please see Step 1 in "Steps to Follow" for more detail).

What must I do under the Lemon Law?

You must meet the eligibility requirements explained in this guide. First, you must allow the dealer an opportunity to repair the vehicle's problem within the Lemon Law rights period.

If the defect is still present after you have made a reasonable number of repair attempts, you must give the manufacturer a final opportunity to correct it. The number of repair attempts considered reasonable is determined by the type of defect or number of days out of service (see discussion in Step 1).

If the manufacturer is unable to repair the defect on the final attempt and fails to buy back or replace the vehicle on request, you may qualify for *certified informal dispute resolution*, *state arbitration* or both.

You will find a more detailed explanation under "Steps to Follow." Although the entire process of seeking restitution may appear lengthy, it can be well worth your while to pursue your rights and to follow all of these directions very carefully.

What type of documentation or proof do I need to make my case?

Always keep copies of any correspondence to or from the manufacturer, repair facility or leasing company, and always make a note of the date and substance of any phone conversations you have with them.

You are required to submit various written notices throughout the process, and you must send these notices by certified mail and request a return receipt. The returned receipts should be kept with your records as proof.

Be sure to obtain an itemized repair order or statement from the authorized dealer each time the vehicle is diagnosed or repaired, because it is a way to prove the attempts at repair. (See Step 1 in "Steps to Follow" for details.)

What remedies are available to me if my vehicle cannot be repaired?

If you meet the eligibility requirements, you have the right to request that the manufacturer either repurchase or replace your vehicle. If the manufacturer is unwilling to provide either of these remedies, the law gives you the right to an arbitration process.

Is there a cost to me to proceed under the Lemon Law?

No. This program is a free service to the consumer, funded by the \$3.00 Warranty Rights Act fee you pay when you buy or lease a new vehicle.

Do I need to hire an attorney to represent me in my Lemon Law complaint?

Although you may elect to hire an attorney at your own expense to assist you, this is *not* required. Most consumers who proceed under the Lemon Law do so without an attorney. On very rare occasions, arbitration cases are appealed (see Step 8). In that event, it is recommended that you consult an attorney.

If this is a self-help process, what role does OCA play?

We will provide all the information you need to help correct the problem; and we offer a state-run arbitration hearing, if needed.

What other protections does the Lemon Law provide?

It alerts manufacturers to possible defects and quality issues in the vehicles they produce. The Lemon Law also protects Georgia consumers by keeping unrepaired vehicles off the road.

If the manufacturer replaces or repurchases your vehicle after your dispute has been accepted for arbitration, the company must notify the next buyer about your vehicle's defect. If the defect is life-threatening and cannot be corrected, your vehicle cannot be resold.

Steps to Follow

Can I proceed with a Lemon Law complaint?

Complete this checklist to see if the Lemon Law applies to you:

I am eligible as a consumer, as defined in the Frequently Asked Questions (FAQs).	Yes	No
My new motor vehicle is eligible (as defined in the FAQs).	Yes	No
I purchased, leased or registered my vehicle in the state of Georgia.	Yes	No
I submitted my vehicle to the manufacturer's authorized dealer for repair of the particular defect or condition within the first 12 months of ownership or 12,000 miles of use, whichever occurred first.	Yes	No
If you answered "Yes" to ALL of the above questions, you may continue. If you answered "No" to any question, you are not eligible to proceed under the Lemon Law provisions.		

Once you have read the **Lemon Law Complaint Process** and the **FAQs** and you have answered "Yes" to **ALL** of the above questions, you are ready to begin at Step 1. Please read each step very carefully and complete it before you proceed to the next step.

THE LEMON LAW PROCESS

- Step 1.** Reasonable Number of Repair Attempts
- Step 2.** Final Repair Attempt
- Step 3.** Notice to Leasing Company (*leased vehicles only*)
- Step 4.** Request for Repurchase or Replacement
- Step 5.** Certified Informal Dispute Settlement Program (*if applicable*)
- Step 6.** Eligibility for State Arbitration
- Step 7.** State-Operated Arbitration
- Step 8.** Appeal (*if applicable*)

If your problem appears to be corrected but resurfaces later, in most cases you will not have to start the process over from the beginning. You may resume your complaint at the appropriate step.

If you have any questions after reading the instructions, or if you have a specific situation not described in this summary, feel free to call OCA at 404-651-9397. However, please understand that we cannot give you legal advice or act as your private attorney.

STEP 1 - Reasonable Number of Repair Attempts

If you believe your vehicle has a defect, you must establish that the first repair attempt occurred within the **Lemon Law rights period**, regardless of the length of the manufacturer's warranty. The Lemon Law rights period is the period ending one year from the date the vehicle was originally delivered to you, or after the first 12,000 miles of operation following original delivery of the vehicle to you—whichever occurs first.

Once you have made a first attempt to repair the defect within the Lemon Law rights period, you must make any remaining repair attempts within the next 24 months or 24,000 miles (whichever comes first) from the date of that first repair attempt.

What is a repair attempt?

A repair attempt is the replacement or adjustment of a part or component to correct a defect or condition covered by the manufacturer's warranty. Only a repair performed by the manufacturer or its authorized dealer or agent can count as a repair attempt under the Lemon Law. If the dealership inspects or test-drives the vehicle without making any repairs, *and* you later prove that repair work should have been done, this visit would also count as a repair attempt. To document repair attempts, you will need to get a copy of the repair order for each repair visit.

How many repair attempts must you make? The following table explains:

Defect/Condition (Nonconformity)	Reasonable Number of Repair Attempts
Serious (life-threatening) safety defect in the braking/steering system	At least one repair attempt is required within the Lemon Law rights period of 12 months or 12,000 miles, whichever occurred first.
Other serious (life-threatening) safety defect	At least two repair attempts are required for the SAME serious safety defect—one within the Lemon Law rights period of 12 months or 12,000 miles (whichever occurred first), and the second within the next 24 months or 24,000 miles (whichever occurs first) from the date of the first repair attempt .
Other defect or condition (which substantially impairs the vehicle's use, value or safety)	At least three repair attempts are required for the SAME defect or condition—one within the Lemon Law rights period of 12 months or 12,000 miles (whichever occurred first), and the second and third within the next 24 months or 24,000 miles (whichever occurs first) from the date of the first repair attempt .

Example: For a water leak, which is not generally considered to be a serious safety defect, the law requires at least three repair attempts before you may proceed to Step 2. Suppose the new motor vehicle was purchased on April 1, 2007, and the first repair attempt date was January 1, 2008. The mileage on the date of the first repair attempt was 5,000 miles. The remaining two repair attempts must have been made by January 1, 2010, or by 29,000 miles (whichever occurs first) for the owner to proceed to Step 2.

The Lemon Law also has a “*days out of service*” provision to cover situations where a vehicle has one or more defects requiring extended **periods of time** for repair. Each defect must have been first submitted for repair during the Lemon Law rights period. Then a **reasonable number of attempts** can be established if your vehicle has been out of service by reason of repair at an authorized repair facility for a cumulative total of 30 calendar days.

These 30 days may accumulate during one repair visit or several visits. Of the 30 days, at least 15 must occur within the Lemon Law rights period, with the rest falling within the next 24 months or 24,000 miles (whichever occurs first) from the initial repair attempt.

You can usually calculate the days out of service for each visit from the day you submitted your vehicle for repair through the day the work was completed. Weekends and holidays count toward the number of days if your vehicle is in for repair during that time. To document the number of days out of service, you will need to get a copy of the repair order for each repair visit.

Should you have any questions regarding this or any of the other “reasonable number of attempts” provisions, please call us at 404-651-9397.

Why are repair order receipts important to protecting my Lemon Law rights?

Repair orders are a critical piece of evidence for proving your claim. Obtaining complete records each time you bring your vehicle in for repair will help you document the entire repair history for all reported problems. At a Lemon Law arbitration or court proceeding, the burden of proof will be on you to show that your vehicle is a “lemon.”

Is the dealer required to give me a repair order each time I bring my vehicle in for warranty repairs?

Yes. You are entitled by law to a copy of all warranty work done on your vehicle, even when no repairs are performed but the vehicle is inspected or test-driven. Section 10-1-783(e) of the Warranty Rights Act states:

Each time the consumer's vehicle is returned from being diagnosed or repaired under the lemon law rights period or under a warranty, the new motor vehicle dealer shall provide to the consumer a fully itemized, legible statement or repair order indicating any diagnosis made, and all work performed on the vehicle, including but not limited to a general description of the problem reported by the consumer or an identification of the defect or condition, parts and labor, the date and the odometer reading when the vehicle was submitted for repair, and the date when the vehicle was made available to the consumer.

What should I do when I bring in the vehicle?

- Give the service writer a clear description of all the warranty problems you are experiencing.
- If you have an intermittent problem (one that comes and goes), be as detailed as possible in describing the nature and frequency of the problem and the situation when it occurs.
- Make sure the service writer takes down all of the information you provided.
- OR, leave a written summary of this information for the service writer (particularly if you plan to drop the vehicle off during non-business hours).

When I pick up my vehicle, what should I look for on the repair order?

At the time the dealer gives you a copy of the repair order, examine it to make sure it includes:

- The date and mileage when you took the vehicle in for repair.
- The results of any inspection or test-drive for the problem you reported.
- A description of any and all work performed and parts replaced.
- The work completion date.

What should I do if the dealer will not give me a copy of the repair order?

- Ask to see the service manager or general manager.
- Be polite, but insist on receiving a copy of the repair order before you leave the dealership.
- If you are still unable to obtain the repair order, send a written request for a copy *to the manufacturer* as soon as possible. In your letter include:
 - The year, make and model of your vehicle;
 - The vehicle identification number;
 - The date and mileage at the time of your repair visit;
 - The warranty problems you reported;
 - The name and location of the dealership; and
 - The names or titles of the dealership personnel with whom you spoke concerning that repair visit.
- Send the letter by certified mail, return receipt requested, to the manufacturer’s address found in your owner’s manual.
- Send a copy of the letter to the dealership, to the attention of its president or CEO.
- Be sure to keep a copy of your letter for your records.

If neither the manufacturer nor the dealer will give you a copy of your repair order, call our office at 404-651-9397 for further instructions.

► What to Do Next

- If the defect or condition is corrected during this stage, you have achieved the goal of the Lemon Law, and the process ends here.
- If you have satisfied the “reasonable number of repair attempts” required for the defect but it still has not been fixed, you may proceed to Step 2.
- Otherwise, you should continue to take the vehicle for repair until you have satisfied the required number of repair attempts.

STEP 2 - Final Repair Attempt

After you have made the number of repairs required in Step 1, you must allow the manufacturer an opportunity to make a final attempt at repair. You may use the form titled *Notice to Manufacturer of Final Opportunity to Repair* (Form A), or you may write a letter to the manufacturer with the following information:

- Your contact information (address and phone numbers);
- The vehicle's year, make, model and identification number (VIN);
- The current odometer reading;
- The date the vehicle was originally delivered to you;
- Whether the vehicle was purchased or leased;
- The name and address of the selling or leasing dealer;
- The defect or condition;
- The facility at which repair attempts were made;
- The dates of repair; and
- That the defect or condition still exists.

The notice or letter must be sent by certified mail, return receipt requested, to the manufacturer at the address provided in the owner's manual. After the manufacturer signs for the certified letter acknowledging receipt, the Post Office will send you a green certification card which you should keep with your records. The card will show the date the manufacturer was notified of your request for a final repair attempt.

The manufacturer has seven calendar days after receipt of your request to notify you of a **reasonably accessible repair facility**. The manufacturer can respond in writing or by telephone, or may not respond at all.

- If the manufacturer responds *by telephone* within the required seven-day time frame to notify you of a repair facility that you agree is reasonably accessible, note in your records the date of the phone call and the pertinent information.
- If the manufacturer responds *in writing* to designate a repair facility that you agree is reasonably accessible, the postmark date governs whether the response is within the seven-day time requirement.

If the manufacturer designates a reasonably accessible repair facility by the seven-day deadline, you must deliver the vehicle to that facility. Once you deliver your vehicle, the repair facility has 14 days to correct the defect.

Important note to consumers with motor homes or conversion vans

If you are filing a claim for a motor home or a conversion van, you would also write such a letter or use the *Notice to Manufacturer of Final Opportunity to Repair* form. Your request must be sent to all known manufacturers of the motor home or conversion van, including both the vehicle and the chassis, regardless of which manufacturer is responsible under the warranty for repairing the defect. You should call OCA if you have any questions about this procedure.

► What to Do Next

If the manufacturer did not designate a repair facility within seven days, you will be deemed to have met the requirement for a final repair attempt.

- You may proceed to Step 3 if you have a leased vehicle.
- If you purchased your vehicle, skip to Step 4.

*If the manufacturer did designate a repair facility within seven days, **and...***

- The defect is corrected: The Lemon Law process is complete at this stage, and you would not proceed further.
- The defect is not corrected after a final opportunity to repair: You may continue to Step 3 if your vehicle is leased **or** to Step 4 if you purchased the vehicle.
- The repair facility has not corrected the defect within 14 days: You may continue to Step 3 if your vehicle is leased **or** to Step 4 if you purchased the vehicle.

Remember, if the defect does not recur immediately but reappears at a later date, you may pick up at this point and go on to either Step 3 for a leased vehicle or Step 4 for a purchased vehicle.

STEP 3 - Notice to Leasing Company *(leased vehicles only)*

After completing Steps 1 and 2, it is your responsibility to ask the leasing company (*lessor*) to choose whether to have the manufacturer repurchase or replace the vehicle.

The leasing company is the owner of your leased vehicle. It is the person or institution from whom you are leasing the vehicle and, generally, to whom you make your payments. You should refer to the lease agreement or your current payment records (if they are different, use the most recent information) for the lessor's name and address.

You may use the ***Request to Leasing Company to Elect Replacement or Repurchase*** (Form C), or you may write a letter to the leasing company requesting that it choose (*elect*) either replacement or repurchase of the vehicle. The letter should include:

- Your contact information (address and phone numbers);
- The vehicle make, model, year and identification number (VIN);
- The fact that the vehicle is leased;
- The date the vehicle was originally delivered to you;
- The current odometer reading;
- The nature of the defect; and
- Your request for the leasing company to elect whether the manufacturer should replace or repurchase your vehicle.

You should send the original of your request form or letter by certified mail, return receipt requested, to the leasing company. Remember to keep the returned green receipt with your records. After the leasing company receives the request for an election, it has 30 days to elect either repurchase or replacement. Remember that, as the owner of the vehicle, the leasing company is allowed, but not required, to make an election. ***Thereafter, you as the lessee are bound by any election the leasing company has made.***

► What to Do Next

After 30 days, whether the leasing company has made an election or not, you may continue to Step 4.

STEP 4 - Request for Repurchase or Replacement

When you have met the requirements of Steps 1 and 2 for your **purchased** vehicle, or Steps 1, 2 and 3 for your **leased** vehicle, you can request that the manufacturer either repurchase your vehicle (buy it back; that is, give you a refund) or give you a replacement vehicle.

Whether you bought or leased the vehicle, a **replacement** would be identical or reasonably equivalent to your present vehicle. You would be responsible for paying the manufacturer a deduction (offset) for use, based on a formula that includes the miles you put on the vehicle up until the time you made the request to the manufacturer. [(Miles × purchase price) ÷ 100,000]

A **refund** to you for a vehicle you *leased* would include:

- Your down payment or any initial balloon payment;
- The amount allowed for any trade-in; and
- Incidental costs associated with the repair of the vehicle, such as towing, alternate transportation or repair charges.

A **refund** for a vehicle you *bought* would include:

- The purchase price (the amount you agreed to pay before taxes were added and any trade-in value or down payment subtracted);
- Collateral charges (including but not limited to sales tax and other government charges, dealer charges, dealer-installed items, extended warranty, and all interest you paid on any loan from a lending institution); and
- Incidental costs associated with repairing the vehicle, such as towing, alternate transportation or repair charges;
- **Minus** a deduction or offset for the miles you put on the vehicle, up until the time of your request that the manufacturer buy back the vehicle. [(Miles × purchase price) ÷ 100,000]

For leased vehicles only

If the leasing company made an election in Step 3, you the consumer are bound by the lessor's choice. You must indicate that choice by completing the **Replacement or Repurchase Request** form or by writing the manufacturer. (See section below: *How do I make my request to the manufacturer?*)

The leasing company is not responsible for notifying the manufacturer of its decision; you are. If the leasing company did not notify you of its election within 30 days, it has given up its opportunity to make such an election. In that case, it is your choice whether you want the manufacturer to repurchase or replace the vehicle.

What should I consider when choosing between a repurchase and a replacement of my vehicle?

If the authorized dealer is unable to repair the problem in the required number of attempts, you should keep these considerations in mind when deciding whether you would like the manufacturer to replace or buy back your vehicle:

- Am I in a financial position to buy another vehicle with the refund I may receive?
- Would I be happy to have another vehicle from the same manufacturer?
- In the event of a replacement, is the same model available?
- Can I afford to pay for the accrued mileage if my vehicle is replaced?

If I am leasing my vehicle, what happens to my lease agreement if the manufacturer replaces or buys back my vehicle?

If your vehicle is replaced, the terms of your lease agreement will remain the same, except that the vehicle information will be updated. If your vehicle is repurchased, your lease agreement will be terminated without any future obligation or early termination penalty.

How do I make my request to the manufacturer?

For either a purchased or a leased vehicle, you would notify the manufacturer of your choice on the **Replacement or Repurchase Request** (Form B). If you prefer, you may write a letter requesting repurchase or replacement that includes the following information:

- Your contact information (address and phone numbers);
- The vehicle make, model, year and identification number (VIN);
- The date you originally took delivery of the vehicle;
- The current odometer reading; and
- That the defect or condition still exists.

Your request form or letter must be sent by certified mail, return receipt requested, to the manufacturer at the address provided in the owner’s manual. After the manufacturer signs for the certified letter acknowledging receipt, the Post Office will send you a green certification card which you should keep with your records.

Important note to consumers with motor homes or conversion vans

If you are filing a claim for a motor home or a conversion van, you would also write a letter or use the **Replacement or Repurchase Request** form. Your request must be sent to all known manufacturers of the motor home or conversion van, including both the vehicle and the chassis, regardless of which manufacturer is responsible under the warranty for repairing the defect. You should call OCA if you have any questions about this procedure.

What happens after I send my request for repurchase or replacement of my vehicle?

From the date the manufacturer signs the certification card, the company has 30 days to honor your request.

IMPORTANT: It is not uncommon for the manufacturer to contact you during this step in an effort to settle your dispute. The offer could honor your request for a replacement or repurchase of your vehicle; **OR** it might include some lesser remedy, such as another repair attempt, an extended warranty, or a cash payment where you keep the vehicle. Carefully evaluate any offer you may receive, and remember that papers you sign will usually affect your ability to proceed under the Lemon Law, in the event you are later dissatisfied.

Before you sign any papers, or if you have questions, please call our office at 404-651-9397. While we cannot provide you legal advice or represent you in settlement negotiations, we can help you compare the terms of the settlement offer with the relief the Lemon Law would provide.

► What to Do Next

- Proceed to Step 5 if the manufacturer did not honor your request for repurchase or replacement **and** your vehicle was made by:
 - As of December 8, 2009, no manufacturer is certified in Georgia. Skip Step 5 and proceed to Step 6.

(This list may change from time to time and is current as of December 2009. Please check our web site for updated information.)

- Proceed to Step 6 if the manufacturer did not honor your request for repurchase or replacement **and your vehicle was made by a manufacturer not listed above.**
- If you accepted a settlement offer in which the manufacturer takes back your vehicle, your Lemon Law complaint is resolved.
- If you accepted any other type of settlement, please call us at 404-651-9397.

STEP 5 - Certified Informal Dispute Settlement Program *(if applicable)*

If you have completed Steps 1 through 4, as applicable, and your vehicle's defect continues to exist, you will need to apply for arbitration through the manufacturer's certified informal dispute settlement program.

Arbitration is a process whereby the parties to the dispute present their complaints and arguments before an impartial decision-maker or board.

The State of Georgia has certified the **Better Business Bureau AUTO LINE** as the informal dispute settlement program for the following manufacturers:

- *Currently no manufacturer has a certified program in Georgia. Skip to Step 6.*

(List is correct as of December 2009; please check our web site for a current list.)

If your vehicle was manufactured by one of the listed makers, you must apply to the BBB AUTO LINE **before** you may apply for a state-operated arbitration hearing. The address and phone number are:

BBB AUTO LINE
Council of Better Business Bureaus
4200 Wilson Boulevard, Suite 800
Arlington, Virginia 22203
800-955-5100

The BBB AUTO LINE will inform you of the application process. Please be aware of the impact of any documents you sign at this stage of the process, as they may affect or limit your other legal rights.

This certified informal dispute settlement program will schedule a hearing for you in Georgia. Generally, your dispute will be decided within 40 days. The program has the authority to award you a repurchase or replacement of your vehicle, or to determine that it does not have a defect and thus award no relief. The BBB AUTO LINE can also award other remedies, such as affording the manufacturer another opportunity to repair the problem or requiring the manufacturer to give an extended warranty.

A letter stating the decision is usually sent within seven to ten days after the hearing. You may either accept or reject the decision. Although you as a consumer are not bound by the decision and are free to reject it, the manufacturer *is* bound by the decision.

If you do not notify the certified informal dispute settlement program of your acceptance or rejection by the program deadline, usually within 14 days of the date you received the decision letter, you are deemed to have rejected the decision. You may be permitted to fax your letter of acceptance or rejection but should follow it up with a certified letter, return receipt requested, sent to the address given in the decision letter.

IMPORTANT

Prior to proceeding through the certified program, you must make a decision to pursue your rights under the Lemon Law instead of Georgia's Uniform Commercial Code (UCC). This means you will have waived, or given up, your rights to bring a court action under O.C.G.A. Sections 11-2-602 through 11-2-609. If you have any questions about this, you might want to consult a private attorney.

► What to Do Next

- If the decision is acceptable to you and the manufacturer complies with it, the Lemon Law process has worked for you and you do not need to proceed beyond this step.
- If you reject the decision and would like to pursue the dispute further through state-operated arbitration, the law requires you to submit a completed application form to OCA within **60** calendar days of the date of your rejection. For more information, please advance to Step 6.

STEP 6 - Eligibility for State Arbitration

State arbitration is a process that is available to you and the manufacturer in a Lemon Law dispute. Each of the parties is allowed to present its side of the story in a structured but informal manner.

In order to participate in a state-run arbitration hearing, you must first call for an application from OCA at 404-651-9396 and should return it as soon as possible. If you rejected the decision of the certified program, you must file your application with OCA by the 60-calendar-day deadline in Step 5.

Remember, you can only request state-operated arbitration if:

- You have completed the applicable Steps 1 through 4;
 - Your vehicle's manufacturer does not have a state-certified informal dispute settlement program, and the defect continues to exist; OR
- You have completed the applicable Steps 1 through 5;
 - You reject the decision of the manufacturer's state-certified informal dispute settlement program, and the defect continues to exist; OR
 - You accept the decision of the manufacturer's state-certified informal dispute settlement program, but the manufacturer fails to comply with the decision and the defect continues to exist.

Along with your application, OCA requires certain documents from you to verify your preliminary eligibility for a state-run arbitration hearing. Be sure to attach *copies* (not the originals) of any documents that help prove your claim.

IMPORTANT

Prior to proceeding through state arbitration, you must make a decision to pursue your rights under the Lemon Law instead of Georgia's Uniform Commercial Code (UCC). This means you will have waived, or given up, your rights to bring a court action under O.C.G.A. Sections 11-2-602 through 11-2-609. If you have any questions about this, you might want to consult a private attorney.

► What to Do Next

OCA will review the application to determine whether you have met the requirements and, if so, will submit your application to a state-operated arbitration panel. Arbitration takes place in Step 7. If OCA finds problems with your application, we will notify you.

STEP 7 - State-Operated Arbitration

If you submit a timely application after completing the previous steps and are accepted for state arbitration, you should know that:

- After the arbitration has been scheduled, you will receive a video explaining in much more depth how an arbitration hearing is conducted.
- You will be presenting your case before a panel of three arbitrators.
- You are not required to have an attorney present, although this is permissible.
- You may bring witnesses.
- A representative of the vehicle manufacturer will be present and may present evidence.
- Your vehicle should be present so that the panel can observe the defects.
- You need to bring all your relevant documents to the arbitration hearing.

In the arbitration panel's decision, either you or the manufacturer will prevail. *If the decision is in your favor:*

- You will be awarded your choice of either a repurchase or a replacement of your vehicle, less an offset for use $[(\text{miles} \times \text{purchase price}) \div 100,000]$.
- You will be awarded collateral charges and incidental costs, if applicable.
- The panel has the discretion to award you attorney's fees and expert witness costs.
- The law places certain limits on the amount you can be reimbursed for a leased vehicle.
- The manufacturer must either comply with or appeal the decision within 40 days from the date it receives notice of your acceptance of the decision.

► What to Do Next

- If the decision is in your favor, the process is complete (unless the manufacturer appeals—see Step 8).
- If the decision is in your favor but the manufacturer fails to comply within the 40-day period, contact OCA at 404-651-9396.
- If the decision is not in your favor, you have a window of opportunity to appeal. First, you must reject the decision by certified mail (return receipt requested) within 30 days from the date you receive the decision; then you may proceed to Step 8.
- If the decision is not in your favor and you do not appeal, the Lemon Law process has ended for the arbitrated defect.

STEP 8 – Appeal *(if applicable)*

If you reject the decision of the state-operated arbitration panel by the 30-day deadline, you have an additional 40 days to request a trial in superior court. Conversely, the manufacturer may choose to appeal the decision within 40 days after receiving your notice of accepting the arbitration decision.

At this point, your dispute moves from arbitration to the judicial system and you should retain a private attorney to represent you. If you win on appeal, the court also has the discretion to compensate you for your costs, including attorney fees.

NOTICE TO MANUFACTURER OF FINAL OPPORTUNITY TO REPAIR

This constitutes my notice as a consumer, pursuant to Georgia's Motor Vehicle Warranty Rights Act, *O.C.G.A.* Section 10-1-784(a)(1), that the manufacturer's authorized agent has been unable to repair or correct the nonconformity or nonconformities (defects) listed below in the new motor vehicle described below, and that you as the manufacturer have an opportunity for a final repair attempt.

Defect # 1 _____

Defect # 2 _____

Defect # 3 _____

Defect # 4 _____

(Please use another sheet to list additional defects, if any.)

Vehicle make _____ Model _____ Year _____

Vehicle identification number (VIN) _____

Name/address of selling dealer or lessor _____

Date of delivery _____ Current odometer reading _____

Name/address of the facility where repairs were made _____

Date/s of repair _____

I am requesting that you make a final attempt to correct the defect/s reported above. My contact information is:

Consumer name _____ Home phone _____

Address _____ Work phone _____

Consumer signature _____ Today's date _____

Instructions to consumer: On this form you should only list defects that have met the required "reasonable number of repair attempts." Remember to make a copy for your records and send the original by certified mail, return receipt requested, **to the manufacturer at the address provided in your owner's manual.** If your vehicle is a motor home, you must send notices to all known manufacturers.

REPLACEMENT OR REPURCHASE REQUEST

As detailed below, this constitutes my request as a consumer for a repurchase or a replacement vehicle, pursuant to Georgia's Motor Vehicle Warranty Rights Act, *O.C.G.A.* Section 10-1-784(a)(1).

Vehicle make _____ Model _____ Year _____

Vehicle identification number (VIN) _____

Name/address of the selling or leasing dealer _____

Date of vehicle delivery _____ Current odometer reading _____

Date of request for final repair attempt _____

Note to consumer: If the manufacturer designated a repair facility within seven (7) days from the receipt of your final repair attempt request, please list the following:

Date of final repair _____

Name of the facility where the final repair attempt took place _____

Does/do the defect/s or condition/s continue to exist? _____ Yes _____ No

I am requesting that you replace or repurchase (*circle one*) the vehicle described above within thirty (30) days from the receipt of this notice. My contact information is:

Consumer name _____ Home phone _____

Address _____ Work phone _____

Consumer signature _____ Today's date _____

Instructions to consumer: Remember to make a copy of this form for your records and send the original by certified mail, return receipt requested, **to the manufacturer at the address provided in your owner's manual.** If your vehicle is a motor home, notices must be sent to all known manufacturers.

REQUEST TO LEASING COMPANY TO ELECT REPLACEMENT OR REPURCHASE

I am the lessee of a vehicle that I am asserting to be defective. I am hereby requesting that you, the lessor, elect whether the manufacturer should repurchase or replace the vehicle, pursuant to Georgia's Motor Vehicle Warranty Rights Act, O.C.G.A. Section 10-1-784(a)(2). Please respond to me with your election within thirty (30) days.

Vehicle make _____ Model _____ Year _____

Vehicle identification number (VIN) _____

Name/address of dealer from whom the vehicle was leased _____

Date of vehicle delivery _____ Current odometer reading _____

Nature of the defect _____

Date of request for final repair attempt _____

Note to consumer: If the manufacturer designated a repair facility within seven (7) days from the receipt of your final repair attempt request, please list the following:

Date of final repair _____

Name of the facility where the final repair attempt took place _____

Does/do the defect/s or condition/s continue to exist? _____ Yes _____ No

Consumer (lessee) name _____ Home phone _____

Address _____ Work phone _____

Consumer (lessee) signature _____ Today's date _____

Instructions to consumer: Remember to make a copy of this form for your files and send the original by certified mail, return receipt requested, **to the lessor identified on your current payment records or payment coupons.**