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The Governor's Office of Consumer Affairs (OCA) is pleased to provide you this summary of the Georgia Lemon Law of 2008, applicable to **new motor vehicles purchased, leased or registered in Georgia on or after January 1, 2009**. If you purchased, leased or registered your new motor vehicle in Georgia prior to January 1, 2009, visit our web page at www.consumer.ga.gov to see if your dispute is eligible under the Georgia Warranty Rights Act, the lemon law in effect at that time.

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. From this site, you also have the option of printing out forms you might need to notify the manufacturer.

Thank you for pursuing your rights under the Georgia Lemon Law.

Lemon Law Frequently Asked Questions (FAQs)

What is the purpose of the Lemon Law?

The Georgia Lemon Law is a self-help statute whose primary goal is to have the manufacturer of your motor vehicle fix any 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. It also alerts manufacturers to possible defects and quality issues in the vehicles they produce.

Which consumers are covered by the Lemon Law?

You are covered by this law if:

- You purchase or lease a new motor vehicle for personal, family or household use; or
- You purchase or lease ten or fewer new motor vehicles a year for business purposes other than limousine rental services.

Does the Lemon Law cover all vehicles?

No. Only **new** motor vehicles are covered by the Georgia 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 on or after January 1, 2009. 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 new motor vehicle dealer.

REMEMBER: If you purchased, leased or registered your new motor vehicle in Georgia **before** January 1, 2009, the lemon law in effect at that time – the Warranty Rights Act – governs your rights. Visit our web site at www.consumer.ga.gov to access information regarding that law.

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 or entity other than the new motor vehicle dealer, before being titled to you
- Motorcycles and mopeds
- Trucks with a gross vehicle weight rating of more than 12,000 pounds
- 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 it is titled as new and has not been titled to any person or entity other than the new motor vehicle dealer, before being titled to you.

Are motor homes covered?

Yes. While the Georgia Lemon Law does not cover those parts of a motor home that are designated, used or maintained primarily as living quarters, 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 notice 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 serious safety defect.
- Any other defect or condition that:
 - (a) substantially impairs the vehicle's use, value or safety to the consumer;

OR

- (b) renders the new motor vehicle nonconforming to a manufacturer's warranty.

What is a serious safety defect?

A serious safety defect is a life-threatening defect or a malfunction that impedes the consumer's ability to control or operate the vehicle for ordinary use or reasonable intended purposes or creates the risk of fire or explosion.

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 two years from the date you took delivery of the vehicle *or* after the first 24,000 miles of your use—whichever occurs first.

If the vehicle is being repaired by the dealer or manufacturer's authorized agent on the date the Lemon Law rights period expires, the Lemon Law rights period is extended until the repair work is completed.

Do miles on the vehicle at the time of delivery count towards the 24,000 miles?

No. If, for example, there were 500 miles on your **new** motor vehicle at the time you leased or purchased it, your Lemon Law rights period would expire two years from the date of delivery or at 24,500 miles (on your odometer), whichever occurred first.

What must I do under the Lemon Law?

Verify that you meet the eligibility requirements explained in this guide. Then, you must allow the dealer or manufacturer's authorized agent a reasonable number of attempts 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 days out of service which does not require a final repair attempt*). See Step 1 in the "Steps to Follow" for details.

If the manufacturer is unable to correct the defect on the final attempt and fails to buy back or replace the vehicle on request, you may qualify for a vehicle repurchase or replacement award through a *certified informal dispute settlement program, state-operated 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 or dealer, 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 either overnight mail delivery or certified mail and you will need to request a return receipt. The returned receipts should be kept with your records as proof of delivery.

Be sure to obtain an itemized repair order or statement from the authorized dealer each time the vehicle is submitted for diagnosis or repair because it is a way to prove the attempts at repair. (See Step 1 for more information.)

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 time limit to file for arbitration?

Yes. If you are required to use a certified informal dispute settlement program (see Step 4), you must file your claim within one (1) year of the expiration of your Lemon Law rights period. Thereafter, to be eligible for state arbitration, you must file an application for state-operated arbitration within one (1) year of the expiration of the Lemon Law rights period, or within 60 days from the conclusion of a certified informal dispute settlement program proceeding, whichever occurs later. (See “Steps to Follow” for more details.)

IMPORTANT: If you put 24,000 miles on your vehicle **before** two years from the date you leased or purchased your vehicle, your Lemon law rights period expires on that day. Note that date and keep it with your records. Remember, if, for example, at the time you took delivery of your new motor vehicle, there were 500 miles already on it, you would note the date your odometer read 24,500 miles.

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 fee you pay when you buy or lease a new motor 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 5). 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 necessary information to help you get the defect or condition corrected; and we offer a state-run arbitration hearing, if needed.

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 <i>defined</i> 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 24 months of ownership or 24,000 miles of my use of the vehicle, 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 **FAQs** and answered "Yes" to **ALL** of the above questions, you are ready to begin the **Lemon Law Complaint Process** 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 (*if applicable*)
- Step 3.** Request for Repurchase or Replacement
- Step 4.** Certified Informal Dispute Settlement Program (*if applicable*)
- Step 5.** State-Operated Arbitration

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 a reasonable number of attempts 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 two years from the date the vehicle was originally delivered to you, or after the first 24,000 miles of operation following original delivery of the vehicle to you—whichever occurs first.

What is a repair attempt?

A repair attempt is the replacement or adjustment of a part or component to correct a defect or condition. 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.

If your vehicle is a **motor home** and, while traveling, you go to an authorized dealer or repair facility that does not have the parts necessary to repair the defect or condition, and, rather than wait for the parts, *you* elect to continue traveling and have repairs performed at another repair facility, the visit to the first repair facility does not count as a repair attempt.

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

Defect/Condition (Nonconformity)	Reasonable Number of Repair Attempts
Defect or condition substantially impairs the vehicle’s use, value or safety OR renders the vehicle nonconforming to a manufacturer’s warranty.	At least three repair attempts are required for the SAME defect or condition within the Lemon Law rights period of two years or 24,000 miles, whichever occurred first.
Serious safety defect.	At least one repair attempt is required within the Lemon Law rights period of two years or 24,000 miles, whichever occurred first.
One or more defects.	At least a cumulative total of thirty (30) calendar days out of service by reason of repair within the Lemon Law rights period of two years or 24,000 miles, whichever occurred first.

The 30 days out of service may accumulate during one repair visit or several visits. You can calculate the days out of service for each visit from the day you submitted your vehicle for repair of a defect or condition (if dropped off before the close of business) 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.

Please note that out of service days do not include any day you leave your vehicle at the authorized dealer or repair facility *exclusively* for routine maintenance or for problems that are not nonconformities, or for any repairs performed after the expiration of the Lemon Law rights period.

Should you have any questions regarding the “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 take your vehicle in for repair will help you document the entire repair history for all reported problems and that a reasonable number of attempts occurred within the Lemon Law rights period. At a Lemon Law arbitration or court proceeding, the burden of proof will be on you to show that your vehicle is a “lemon.” The mileage on your vehicle at the time of the first repair visit is used in the calculation of any refund due you (see Step 3). That repair order will be your best evidence to prove that mileage.

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

Yes. You are entitled by law to a copy of a detailed repair order itemizing all work done on your vehicle, even when no repairs are performed but the vehicle is inspected or test-driven. *O.C.G.A.* Section 10-1-783(d) of the Georgia Lemon Law states:

Each time the consumer's new motor vehicle is returned from being diagnosed or repaired, the manufacturer, its authorized agent, or the new motor vehicle dealer shall provide to the consumer a fully itemized and legible statement or repair order containing a general description of the problem reported by the consumer; the date and the odometer reading when the vehicle was submitted for repair; the date and odometer reading when the vehicle was made available to the consumer; the results of any diagnostic test, inspection or test-drive; a description of any diagnosis or problem identified by the manufacturer, its authorized agent, or the new motor vehicle dealer; and an itemization of all work performed on the vehicle, including, but not limited to, parts and labor.

What should I do when I take the vehicle in?

- Give the service writer a clear description of all the 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.
- A description of the problem you reported and the results of any inspection or test-drive for that problem.
- A description of any and all work performed and parts replaced.
- The work completion date and mileage.

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 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 CEO, President or General Manager.
- 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 assistance.

► What to Do Next

- If the defect or condition is corrected during this stage, the Lemon Law has served its purpose and the process ends here.
- If you have satisfied the “reasonable number of attempts” required for a serious safety defect (at least one repair attempt) or any other defect (at least three repair attempts for the **same** defect or condition), within the Lemon Law rights period, but it still has not been fixed, you should proceed to Step 2.

Please note: If you believe you have a safety-related problem, but do not know if it rises to the level of a serious safety defect, please call our office at 404-651-9397 **before** proceeding to Step 2.

- If your vehicle has been out of service for a cumulative total of 30 days by reason of repair of one or more defects within the Lemon Law rights period, you can skip Step 2 and proceed to Step 3.
- Otherwise, you should continue to take the vehicle for repair until you have satisfied the required number of repair attempts or days out of service within the Lemon Law rights period.

VERY IMPORTANT: Remember (as mentioned in the FAQs), there is a one-year time limit to file for arbitration, should you need it, from the date your Lemon Law rights period expires. If you are eligible to proceed to Step 2 or 3, you should do so as soon as possible.

STEP 2 - Final Repair Attempt *(if applicable)*

After your vehicle has been subject to repair at least three times for the **same** defect or condition which has not been corrected -- or at least once for a serious safety defect which has not been corrected -- you must allow the manufacturer an opportunity to make a final attempt to repair.

You may use the form titled ***Final Repair Opportunity Notice*** (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;
- The name and address of the selling or leasing dealer;
- The date the vehicle was registered in Georgia, **only if** purchased or leased in another state;
- The defect or condition;
- The facility/facilities 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 either overnight mail delivery or certified mail, return receipt requested, to the manufacturer at the address provided in the owner's manual. (You should also send a copy of your letter or Form A to us for our records.) After the manufacturer receives the notice or letter, you will receive a green card or other receipt or you can access proof of delivery information from the overnight courier service. **The card, receipt or delivery information will show the date the manufacturer was notified of your request for a final repair attempt.** Keep this document for your records.

By no later than the close of business on the seventh (7th) day following receipt of your final repair request, the manufacturer must notify you of a **reasonably accessible repair facility**. If the 7th day falls on a weekend or holiday, the next business day shall constitute the 7th day. The manufacturer can respond in writing or by telephone, or may not respond at all.

- If the manufacturer responds *by telephone* within the required 7-day time frame to notify you of a repair facility that 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 is reasonably accessible, the postmark date governs whether the response is within the 7-day time requirement.

If the manufacturer designates a reasonably accessible repair facility by the 7-day deadline, the manufacturer has a limited number of days -- depending upon when you deliver your vehicle to the repair facility -- to correct the defect or condition. If the final repair attempt has not been completed within 14 days from the date you dropped off your vehicle, please call us at 404-651-9397.

A *reasonably accessible repair facility* is a facility located within 60 miles of your residence or the location of your vehicle if it is not at your residence. However, if the manufacturer has no facility within the 60-mile distance, it is the closest one to your residence or the vehicle's location. If the manufacturer notifies you of a repair facility that is more than 60 miles from your residence or the vehicle's location, please call us at 404-651-9397.

**Important note to consumers
with motor homes or conversion vans**

If your complaint involves a motor home or a conversion van, you would also write such a letter or use the *Final Repair Opportunity Notice* 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 you believe is responsible for repairing the problem. You should call OCA if you have any questions about this procedure.

► **What to Do Next**

If the manufacturer did not designate a reasonably accessible repair facility within 7 days, you will be deemed to have met the requirement for a final repair attempt. You may proceed to Step 3.

*If the manufacturer did designate a reasonably accessible repair facility within 7 days, **and**:*

- The defect or condition is corrected after a final opportunity to repair, the Lemon Law process is complete at this stage, and you do not need to proceed further.
- The defect or condition is not corrected after a final opportunity to repair, you may continue to Step 3.

Remember, if the defect or condition does not recur immediately but reappears at a later date, you may pick up at this point and proceed to Step 3.

VERY IMPORTANT: Remember (as mentioned in the FAQs), there is a one-year time limit to file for arbitration, should you need it, from the date your Lemon Law rights period expires. If you are eligible to proceed to Step 3, you should do so as soon as possible.

STEP 3 - Request for Repurchase or Replacement

When you have met the requirements of Steps 1 and 2, **or** you met the requirements of Step 1 and your vehicle has been out of service by reason of repair for a cumulative total of thirty (30) days within the Lemon Law rights period, you can request that the manufacturer either repurchase your vehicle (buy it back; that is, and give you a refund) or provide you with a new replacement vehicle.

Whether you purchased or leased your **new** motor vehicle, a **replacement** vehicle would be identical or at least equivalent to that vehicle. The manufacturer would also pay you an amount equal to any reasonable

incidental expenses associated with the repair of your vehicle, such as towing, alternate transportation or repair charges, plus any charges you might incur as a result of the replacement transaction.

If your vehicle is repurchased, a **refund** to you for a vehicle you *bought* would include:

- The purchase price (the cash price of the vehicle indicated in the contract, including any reasonable allowance for a trade-in vehicle);
- 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 expenses associated with repairing the vehicle, such as towing, alternate transportation or repair charges;
- **Minus** a deduction or offset for use based upon a formula that includes the purchase price and the miles you put on the vehicle up until the time of the *first* repair visit for the defect or condition $[(\text{Purchase Price} \times \text{Miles}) \div 120,000]$.

If your vehicle is a **motor home**, the formula is: $(\text{Purchase Price} \times \text{Miles}) \div 90,000$.

If your purchase was financed, the manufacturer, at the time of repurchase, would pay the amount you owe on the remaining balance (principle) to the lending institution. This amount would be subtracted from the refund to you.

If your vehicle is repurchased, a **refund** to you for a vehicle you *leased* would include:

- All payments made by you under the lease agreement;
- The amount allowed for any trade-in; and
- Incidental expenses associated with the repair of the vehicle, such as towing, alternate transportation or repair charges.
- **Minus** a deduction or offset for use based upon a formula that includes the purchase price (which is the agreed upon value of the vehicle shown in the lease agreement) and the miles you put on the vehicle up until the time of the *first* repair visit for the defect or condition $[(\text{Purchase Price} \times \text{Miles}) \div 120,000]$.

If your vehicle is a **motor home**, the formula is: $\text{Purchase Price} \times \text{Miles} \div 90,000$.

You would have no further obligations to the leasing company provided there were no past due charges owed to it by you.

If your vehicle is repurchased, any credit card or other awards program points you used to purchase or lease your vehicle will be credited back to that account.

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 repurchase your vehicle:

- Am I in a financial position to buy another vehicle with the refund I may receive?
- Would I be satisfied to have another vehicle from the same manufacturer?
- In the event of a replacement, is the same model with identical or similar features available?

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 ***Vehicle Repurchase or Replacement 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);
- Whether the vehicle was purchased or leased;
- The name and address of the selling or leasing dealer;
- The date the vehicle was originally delivered to you;
- The date the vehicle was registered in Georgia, **only if** purchased or leased in another state;
- The odometer reading on the delivery date;
- The odometer reading at the time of the first repair visit for the defect or condition;
- The date and mileage on the 30th day the vehicle was out of service for repair (if applicable); and
- The date the manufacturer received your request for a final repair attempt (if applicable) and an indication that the defect or condition was not corrected on the final attempt.

Your request form or letter must be sent by overnight mail delivery or certified mail, return receipt requested, to the manufacturer at the address provided in the owner's manual. (You should also send a copy of your letter or Form B to us for our records.) After the manufacturer receives the form or letter, you will receive a green card or other receipt or you can access proof of delivery information from the overnight courier service. **The card, receipt or delivery information will show the date the manufacturer was notified of your request to repurchase or replace the vehicle.** Keep this document for 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 such a letter or use the ***Vehicle Repurchase or Replacement 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 you believe was responsible for repairing the problem. 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 receives your notice, it has twenty (20) 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 made to you, and remember that any settlement you agree to receive may affect your ability to proceed under the Lemon Law.

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

VERY IMPORTANT: If you proceed to Step 4, you must file your claim with the certified informal dispute settlement program within one (1) year of the expiration of your Lemon Law rights period. Thereafter, should you need to use state-operated arbitration, you can do so as long as you file an application within one (1) year of the expiration of the Lemon Law rights period, or within 60 days from the conclusion of a certified informal dispute settlement program proceeding, **whichever occurs later**. If you are eligible to proceed to Step 4 (if applicable) or Step 5, you should do so as soon as possible.

STEP 4 - Certified Informal Dispute Settlement Program *(if applicable)*

If you have completed Steps 1 through 3, as applicable, 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 manufacturer(s):

- ***Currently no manufacturer has a certified program in Georgia. Skip to Step 5.***

If your vehicle was made by a listed manufacturer, you must file a claim with the BBB AUTO LINE **before** you can apply for a state-operated arbitration hearing. The certified program has forty (40) days to decide your dispute from the filing date. Filing is deemed to have occurred when you provide the BBB AUTO LINE with your name and address; your vehicle year, make, model and identification number (VIN); and, a statement as to the nature of the problem or other complaint. 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

You may call BBB AUTO LINE or you can use the form titled ***Georgia Lemon Law Dispute Claim for BBB AUTO LINE*** (Form C) to commence the filing of your claim. If you use this form to notify BBB AUTO LINE, considering sending it by certified mail, return receipt requested, to confirm the date your claim was received. Be sure to keep a copy of the form and note the date it was received for your records. *After, it is received*, please send us a copy of Form C for our records.

After BBB AUTO LINE receives your claim, it will inform you of other information and documents it will need to hear and decide your dispute. As part of the process, the BBB AUTO LINE may try to mediate a settlement between you and the manufacturer.

If you proceed to arbitration, a hearing will be scheduled at a neutral location reasonably convenient to you. The BBB AUTO LINE has the authority to award you a repurchase or replacement of your vehicle, or it can decide against you and award no relief. The certified program 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 7 to 10 days after the hearing. You will have up to twenty (20) days to accept or reject the decision from the date you receive it. 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 program of your acceptance or rejection by the deadline, you are deemed to have rejected the decision. If the decision is an award which you accept, the manufacturer has up to thirty (30) days to comply from the date it receives notice of your acceptance, unless a shorter period is specified in the decision.

► What to Do Next

- If a settlement or 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 would like to pursue the dispute further through state-operated arbitration, **you can proceed provided any one of the first four situations apply and you timely file for arbitration:**
 1. Your dispute has **not** been settled, heard or decided **and** it has been at least forty (40) days from the date you filed with BBB AUTO LINE; **or**
 2. You agreed to a settlement, but the manufacturer has not complied **and** it has been at least forty (40) days from the date you filed with BBB AUTO LINE; **or**
 3. You accepted a decision, but the manufacturer has not complied; **or**,
 4. A decision was rendered that you rejected.

AND

You submit a completed application form to OCA for state-operated arbitration within one year of the expiration of the Lemon Law rights period, or within 60 days from the conclusion of a certified program proceeding, **whichever occurs later**. If you are eligible to proceed to Step 5, you should do so as soon as possible.

- If you have any questions, please call us at 404-651-9397.

STEP 5 - State-Operated 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 complete and return it as soon as possible. Remember, you can only request state-operated arbitration if you have completed the applicable Steps 1 through 4.

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. Keep your original documents as you will need them for your hearing.

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. If OCA finds problems with your application, we will notify you.

If you submit a timely application after completing the previous steps and your dispute is deemed eligible for state arbitration, you should know that:

- If you leased your new motor vehicle, you will have to notify the leasing company (to whom you are making payments) that your dispute was accepted for state arbitration. The panel will send you information on this requirement and a form for you to complete and mail to the leasing company.
- An arbitration hearing will be scheduled at a reasonably convenient location within forty (40) days from the date your dispute was deemed eligible. The panel will notify you of the time, date and location of the hearing. Either one arbitrator or three arbitrators will be assigned to hear your case.
- At your hearing, you will need to bring all relevant documents. 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 in case the arbitrator(s) needs to observe the defect or condition.

If the arbitration decision is in your favor:

- You will be awarded your choice of either a repurchase or a replacement of your vehicle.
- If the award is a replacement vehicle, you will also receive incidental costs, if applicable (See Step 3 for specific details regarding a replacement vehicle).
- If the award is a repurchase, you will also receive collateral charges and, if applicable, incidental costs, minus a deduction for use (See Step 3 for specific details regarding a refund to you).
- The arbitrator(s) has the discretion to award you attorney's fees and expert witness costs.
- The manufacturer has thirty (30) days to either appeal the decision or forty (40) days to comply with it.

If the arbitration decision is in favor of the manufacturer, no remedy will be awarded.

► What to Do Next

- If the decision is in your favor and the manufacturer complies with it, the process is complete. If the manufacturer does not appeal the decision and fails to comply with it within the 40-day

period, contact OCA at 404-651-9396.

- If the manufacturer appeals a decision in your favor, the decision is admissible in evidence. At this point, your dispute moves from arbitration to the judicial system and you should retain a private attorney to represent you. If you prevail in court, your recovery will include the arbitrator's award and all costs and charges incurred by you as a result of the appeal, including expert witness fees, attorney's fees and court costs.
- If the decision is not in your favor, you have 30 days to appeal it in superior court. The decision is admissible in evidence. Should you seek an appeal, it is recommended that a private attorney represent you.
- If the decision is not in your favor and you do not appeal, the Lemon Law process has ended for the arbitrated defect or condition.

