

California Lemon Law - Summary

The Song-Beverly Consumer Warranty Act, Cal. Civil Code Â§Â§ 1790-1795.7; Tanner Consumer Protection Act, Â§ 1793.22; Cal. Business and Professions Code Â§Â§ 472-472.5; 16 Cal. Code of Regs. Â§Â§ 3396.1-3399.6.

The California lemon law covers:

A new motor vehicle
The chassis cab of a motor home
A dealer owned vehicle
A demonstrator vehicle
The **California lemon law** covers a vehicle that is sold with a manufacturer's new car warranty:

- Used or bought for use primarily for personal, family or household purposes
- Has a gross vehicle weight under 10,000 pounds
- Bought or used primarily for business purposes by any person or business to which at least one but not more than five motor vehicles are registered in California

According to the California lemon law, the motor vehicle must have been:

- Originally purchased or leased at retail in California
- Purchased or leased by a full-time active duty member of the Armed Forces who is stationed or is residing in California at the time of purchase or lease

The California lemon law does not cover:

- Any portion of a motor home designed, used or maintained primarily for human habitation
Motorcycle
- Motor vehicle that is not registered under the Vehicle Code because it is to be operated or used exclusively off the highways

Nonconformity as defined by the California Lemon Law:

- A "nonconformity" is defined by the Tanner Act as a defect that substantially impairs the use, market value, or safety of the motor vehicle
- A "nonconformity" is defined by the Certification Regulations as any defect, malfunction or failure to conform to the written warranty
- A "substantial nonconformity" is any defect, malfunction or failure to conform to the written warranty that substantially impairs the use, value or safety of the new motor vehicle

Warranty as defined by the California lemon law: An express warranty as defined by the Song-Beverly Act:

- Written statement arising out of a sale of a consumer good pursuant to which the manufacturer, distributor, or retailer undertakes to reserve or maintain the utility or performance of the consumer good or provide compensation to the consumer if there is a failure in utility or performance

A written warranty as defined by Certification Regulations:

- Any written affirmation of fact or written promise made by a manufacturer to a consumer in connection with the sale or lease of a new motor vehicle

- That relates to the nature of the material or workmanship and affirms or promises that such material or workmanship is defect-free or will meet a specified level of performance over a specified period of time
- Any undertaking in writing made by a manufacturer to a consumer in connection with the sale or lease of a new motor vehicle to refund, repair, replace, or take other remedial action with respect to the vehicle

According to the California lemon law, in the event that the vehicle fails to meet the specifications set forth in the undertaking, the written affirmation, promise or undertaking becomes part of the basis of the bargain. Unless properly disclaimed, every sale of consumer goods at retail in California is accompanied by the manufacturer's and retail seller's implied warranty that the goods are merchantable. The California lemon law rights period: Song-Beverly does not specifically define a "lemon law rights period," but applies to the entire manufacturer's written warranty. According to the California lemon law the manufacturer has an obligation to repair:

- Where service or repair of the goods is necessary because they do not conform to the applicable express warranties, service and repair must be commenced within a reasonable time by the manufacturer or its representative
- Unless the consumer agrees in writing to the contrary, the goods must be serviced within 30 days
- Written notice of nonconformity to the manufacturer or its service and repair facility constitutes return of the goods

The California lemon law - Manufacturer's obligation to repurchase or replace: If the manufacturer or its representative is unable to service or repair a new motor vehicle to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer must:

- Either promptly replace or repurchase the motor vehicle

According to the California lemon law the manufacturer must be provided more than one attempt to repair the nonconformity, and each occasion that an opportunity for repairs is provided counts as an attempt, even if no repairs are actually undertaken.

- The consumer is free to elect repurchase in lieu of replacement
- In no event may the manufacturer require a consumer to accept a replacement vehicle

The California lemon law - Criteria for reasonable number of repair attempts: According to the California lemon law, presumed if, within 18 months after delivery to the consumer or 18,000 miles on the odometer, whichever occurs first:

- The same nonconformity results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven, and the nonconformity has been subject to repair two or more times, and the consumer has at least once directly notified the manufacturer of the need for repair
- The same nonconformity has been subject to repair four or more times and the consumer has at least once directly notified the manufacturer of the need for repair
- The vehicle is out of service by reason of repair of the nonconformity for more than 30 calendar days since delivery



The California lemon law - Notice of nonconformity and final opportunity to repair: According to the California lemon law the consumer is required to directly notify the manufacturer pursuant to the first two parts of the presumption only if the manufacturer has clearly and conspicuously disclosed to the consumer, in the warranty or owner's manual, the provisions of the lemon law and the direct notice requirement. According to the California lemon law, refund of an owned vehicle consists of:

- **Purchase price:** The actual price paid for the vehicle, including any charges for transportation and manufacturer -installed options
- **Collateral charges:** Official fees associated with the sale of the vehicle, including sales tax, license fees, and registration fees
- **Incidental damages:** Reasonable expenses incident to the vehicle problem for which the manufacturer is repurchasing the vehicle
- Less a reasonable offset for use and a reasonable offset for physical damage to the vehicle

Replacement: According to the California lemon law, the replacement vehicle must be new and substantially identical to the vehicle replaced. The replacement vehicle must be accompanied by all express and implied warranties that normally accompany new motor vehicles of the kind.

- **Refund of sales tax:** The manufacturer refunds sales tax to the consumer
- **Attorney's fees:** According to the California lemon law, a consumer who prevails in an action must be allowed by the court to recover costs and expenses, including attorney's fees based on actual time expended, determined by the court to have been reasonably incurred by the consumer in connection with the commencement and prosecution of the action

This information is not intended as legal advice. Please direct your specific questions to [Krohn & Moss](#) for protection involving defective vehicles (lemon law), Products (Warranty law), Consumer Fraud, Violations of Renters Rights, Credit Report discrepancies and lenders and creditors discrepancies. If you think your consumer rights have been violated and you need legal help, call **Krohn & Moss attorneys**, toll free, at 1-800 US LEMON[®] (800-875-3666) for a [FREE CASE REVIEW](#), or complete one of our online submission forms.



About Krohn & Moss

The law firm of **Krohn & Moss, Consumer Law Center®**, was founded in 1995 by attorneys [Adam Krohn](#) and [Greg Moss](#), to provide legal representation to consumers with defective vehicles and products. Krohn & Moss attorneys represented 40,000+ consumers in California(CA) and other states with 98% success rate. Krohn & Moss Consumer Law Center® has arbitrated, settled and litigated cases which have had a profound impact on consumer protection law.

The law firm of Krohn & Moss, Consumer Law Center® offices has conveniently located in major states; **Arizona, California, Florida, Texas & Illinois, Indiana, Kansas & Missouri, Nevada, Ohio.**

Further Help and Information

If you have any questions or want more information on your rights under the California (The Lemon Law), call or write:

Krohn & Moss, Ltd.
Consumer Law Center
10474 Santa Monica Blvd.
Suite 401
Los Angeles, CA 90025
<http://www.ca-lemon-law.com/>