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The Consumer Protection Unit of the Georgia Department of Law is pleased to provide you this summary of the Georgia Lemon Law, applicable to **new motor vehicles purchased, leased or registered in Georgia.**

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 website is always the most current, so please be sure to refer to www.consumer.ga.gov if a period of time has passed since you originally received these instructions. 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, and please contact us at 404-458-3827 at any point during the process if we can answer questions for you.

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. 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.

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 motor homes covered?

Yes, if they are self-propelled**.** The coach and chassis of a motor home are covered by the Georgia Lemon Law. They are generally made by separate manufacturers. However, those parts of a motor home that are designated, used or maintained *primarily* as living quarters or as office or commercial space are not covered by the Georgia Lemon Law.

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.

What is my truck's GVWR?

The gross vehicle weight rating (GVWR) is the maximum allowable total weight of the vehicle when loaded to capacity, including the weight of the vehicle itself, all occupants, fuel, cargo and any other miscellaneous items. Typically, you can find the GVWR on the driver's side door jamb of your truck. If you cannot find it there, it should be listed on the Manufacturer's Certificate of Origin. That document should be on file with the tag agent in the county where your vehicle is registered.

Trucks with a GVWR of more than 12,000 pounds are **not** eligible under the Lemon Law.

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. To determine the exact date your Lemon Law rights period expires, be mindful of the mileage you put on the vehicle **and** the time period that has elapsed since you acquired the vehicle.

- For example, if you acquired the vehicle on June 1, 2019, and put fewer than 24,000 miles on your vehicle before two years from the date you acquired it has elapsed, then your Lemon Law rights period expires on June 1, 2021.

- Conversely, if you acquired the vehicle on June 1, 2019, and put 24,000 miles on your vehicle **before** June 1, 2021, then your Lemon Law rights period expires on the day you reach the 24,000-mile threshold. So if you put 24,000 miles on the vehicle as of January 1, 2021, your Lemon Law rights period would expire on that date.

After you determine the date your Lemon Law rights period expires, note it in your records.

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

No. If, for example, there were 500 miles on your new motor vehicle at the time you acquired 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 if my vehicle is in for repair when my rights period expires?

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.

What should I do if I think my vehicle is a "lemon?"

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 by days out of service, which does not require a final repair attempt*). See Step 1 in the "Steps to Follow" section for specifics.

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 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. You are required to file an application within one (1) year of the expiration of the Lemon Law rights period.

At the time of printing this publication, no manufacturer has a certified informal dispute settlement program in Georgia, so consumers can proceed directly to state arbitration. However, if in the future the manufacturer of your vehicle has obtained Georgia certification for its informal dispute settlement program, you would be required to file your claim with that certified informal dispute settlement program before you proceed to state-operated arbitration.

Be sure to refer to our website ***immediately before requesting*** your state arbitration application to determine which manufacturers, if any, have had their informal dispute settlement programs certified in Georgia.

What if the manufacturer tells me I must use their program?

You are **not required** to participate in any manufacturer program, including, but not limited to, the Better Business Bureau AUTO LINE, the National Center for Dispute Settlement (NCDS), or CAP-Motors.

It is a violation of Georgia law to represent to a consumer that a Lemon Law dispute must be submitted to a manufacturer's program that is not certified by this office. If the manufacturer, a dealer, or any program's representative tells you that you **must use** their program, call 404-458-3827 to report this potential violation and provide us details.

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. You will need to request a return receipt each time, which 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.)

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

No. This state-operated program is funded by the $3.00 fee you previously paid when you bought or leased your 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.

Steps to Follow

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 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** four questions, you may continue. If you answered "No" to any question, you are not eligible to proceed under the Lemon Law.		

Once you have read the **FAQs** and answered "Yes" to **ALL** of the above questions, you are ready to begin the **Lemon Law 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 the Georgia Department of Law's Consumer Protection Unit at 404-458-3827. 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.

Important note to consumers with motor homes
If your complaint involves a motor home, read your warranty materials carefully to determine the authorized dealer or agent for repair. 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 allow the manufacturer?

The law sets forth three ways to satisfy the repair attempts requirement:

1) For most problems the manufacturer is given three attempts, or opportunities, to repair the defect or condition.

2) When the defect or condition qualifies as a "serious safety defect," the manufacturer is given just one attempt to repair the problem. A serious safety defect is one that is life-threatening or likely to result in bodily injury if not corrected. This distinction is important, because the burden is on you to prove the dangerous nature of the defect. So if you are experiencing a problem that you believe is safety-related but *not life-threatening*, you should allow three repair attempts.

3) A vehicle is deemed to have met the repair attempts requirement when it has been out of service by reason of repair for at least a total of **30** days. In this event, you count the cumulative days out of service instead of individual repair attempts. The vehicle may be out of service for the repair of one or more defects. The days out of service may accrue during one repair visit or over several visits.

You calculate the days out of service for each visit starting on the day you submit your vehicle for repair of a defect or condition (if dropped off before the close of business) through the day the work is completed. Weekends and holidays count toward the 30 days if your vehicle is in for repair during that time. If the vehicle is at the authorized dealer or facility *exclusively* for any of the following reasons, then do not include those days in your calculations:

- routine maintenance
- problems that are not nonconformities (e.g., hail damage)
- any repairs performed after the expiration of the Lemon Law rights period

You will need to get a copy of the repair order for each repair visit to document the number of days out of service.

When do the repair attempts have to be made?

The reasonable number of repair attempts must be made within the Lemon Law rights period of two years or 24,000 miles, whichever occurred first.

Are repair order receipts important?

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 repurchase award due you (see Step 3). That repair order will be your best evidence to prove the 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 circumstances when it occurs.
- Make sure the service writer takes down all of the information you provide.
- 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 the dealership a written request for a copy as soon as possible. In your letter include:
    - The year, make and model of your vehicle;
    - The vehicle identification number;
    - The date of your repair visit;
    - The problems you reported; 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 attention of the dealership's CEO, President or General Manager. Ask the dealer to provide a copy of the repair order within ten days of receipt of your letter.
- Send a copy of the letter to the manufacturer at the address found in your owner's manual.
- Be sure to keep a copy of your letter for your records.

Should you have any questions regarding the "reasonable number of attempts" provisions, or if neither the dealer nor the manufacturer will give you a copy of your repair order, call our office at 404-458-3827 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 404-458-3827 **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, there is a one-year time limit to file for arbitration, should you need it, from the date your Lemon Law rights period expires. While your repair attempts had to be made within the Lemon Law rights period of two years or 24,000 miles, whichever occurred first, you must complete Steps 2 and 3 ***and*** submit your completed State Arbitration Application within one year of the expiration of the Lemon Law rights period. Do not delay and lose your right to proceed.

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 our form titled ***Final Repair Opportunity Notice*** (Form A) which is at the end of this packet or can be found on our website, or you may write your own letter to the manufacturer. Your letter MUST include all of 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. Mail it or fax it to 404-656-3569.) After the manufacturer receives the notice or letter, you will receive a green card or other receipt or you can get 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 seven-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 seven-day time requirement.

If the manufacturer designates a reasonably accessible repair facility by the seven-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 404-458-3827.

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 404-458-3827.

Important note to consumers with motor homes
If your complaint involves a motor home, 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, including both the vehicle and the chassis, regardless of which manufacturer you believe is responsible for repairing the problem. You should call us if you have any questions about this procedure.

►What to Do Next

If the manufacturer did not designate a reasonably accessibly 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 the manufacturer did designate a reasonably accessible repair facility within seven 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.

Keep in mind that 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.

IMPORTANT: Remember, you have one year from the date your Lemon Law rights period expires to file your completed State Arbitration Application. 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 30 days within the Lemon Law rights period, you can request that the manufacturer either repurchase your vehicle (buy it back; that is, take it back 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. You are not responsible to pay an offset for use.

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);
- Incidental expenses associated with repairing the vehicle, such as towing, alternate transportation or repair charges;
- **Minus** a deduction or offset for use based on 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 [(Purchase Price x Miles) ÷ 120,000].

If your vehicle is a **motor home**, the formula is: (Purchase Price x Miles) ÷ 90,000.

If your purchase was financed, the manufacturer, at the time of repurchase, would pay the amount you owe on the remaining balance (principal) 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;
- 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 [(Purchase Price x Miles) ÷ 120,000].

If your vehicle is a **motor home**, the formula is: (Purchase Price x Miles) ÷ 90,000.

You would have no further obligations to the leasing company, provided you did not owe the company any past-due charges.

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:

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

The mathematical calculations could make a repurchase of your vehicle less attractive in some situations:

- Were you upside-down on the car you traded in? If you are seeking a repurchase and you had refinanced the negative equity from your trade-in, be prepared for your lender to require you to pay any *outstanding* negative equity debt. The lender will most likely demand full payment of this debt at the time your vehicle is repurchased.
- Do you have a substantial number of miles on your vehicle? If you put thousands of miles on your vehicle prior to your first repair attempt for the problem at issue, the reasonable offset for use could be $1,000, $2,000 or even more. This offset for use amount would be deducted from your vehicle repurchase award.
- Did you receive a rebate, credit or other incentive when you purchased your vehicle? An arbitrator has the discretion not to include incentives in your vehicle repurchase award.

In the above situations, if you elect and receive a vehicle replacement award, your new replacement vehicle will be substituted in your loan agreement for the vehicle being replaced; any negative equity will continue to be handled as originally negotiated; and any

rebate, credit or incentive benefit would remain in the deal. Since there is no offset for your use, you will receive a new vehicle, possibly one from a newer model year, without incurring any additional cost to you.

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) which is at the end of this packet or can be found on our website. If you prefer, you may write your own letter requesting repurchase or replacement. Your letter MUST include all of 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. Mail it or fax it to 404-656-3569.) After the manufacturer receives the form or letter, you will receive a green card or other receipt or you can get 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
If you are filing a claim for a motor home, 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, including both the vehicle and the chassis, regardless of which manufacturer you believe was responsible for repairing the problem. You should call us 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 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 404-458-3827. 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

- At the time of printing this document, no manufacturer is certified to offer an informal dispute settlement program for Georgia. Call us or check our website when you reach this step to verify that a program offered by the manufacturer of your vehicle has not become certified. If your manufacturer's program is still not certified, skip to Step 5. If the manufacturer's program has become certified, follow the instructions you will be provided.

- 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 404-458-3827.

VERY IMPORTANT: As you proceed to either Step 4 or Step 5, a deadline applies; you must file your claim within one (1) year of the expiration of your Lemon Law rights period.

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

The Georgia Lemon Law allows a manufacturer to require you to proceed to its informal dispute settlement program, if it is certified by the State of Georgia. As of the printing of this document, no manufacturer has a certified program for Georgia.

Call us or check our website when you reach this step to determine if the informal dispute settlement program for the manufacturer of your vehicle has become certified. If your manufacturer's program has become certified, follow the instructions you will be provided.

If the program for the manufacturer of your vehicle is not certified, skip to Step 5. Remember,

- You must file your completed State Arbitration Application within one (1) year of the expiration of your Lemon Law rights period.
- You are **not required** to participate in any non-certified informal dispute settlement program, including the Better Business Bureau AUTO LINE, the National Center for Dispute Settlement (NCDS), CAP-Motors, etc., before submitting your State Arbitration Application to this office.

If you have any questions, please call us at 404-458-3827.

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. You, as the consumer, have the burden of convincing the arbitration panel that you, your vehicle and the defect are covered by the law, that you followed all the required steps, and that you are entitled to either the repurchase or replacement of your vehicle.

To be eligible, you must submit the completed application form to the Georgia Department of Law's Consumer Protection Unit within one (1) year of the expiration of your Lemon Law rights period, or within 60 days from the conclusion of a certified informal dispute program proceeding, whichever occurs later. Call us at 404-458-3827 to request an application; complete and return it as soon as possible. Remember, you can only request state-operated arbitration if you have completed the applicable steps.

Along with your application, this office 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.

The Georgia Department of Law, Consumer Protection Unit 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 we find 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 40 days from the date your dispute was deemed eligible. The panel will notify you of the time, date and location of the hearing. The hearing will be held within 120 miles of your residence, if you reside in Georgia.
- Either one arbitrator or three arbitrators will be assigned to hear your case. The arbitrator will either be an attorney licensed to practice law in Georgia or an individual with at least two years' experience in professional arbitration or dispute resolution. The arbitrator will *not* be affiliated with the manufacture, distribution, sale, lease or servicing of motor vehicles.
- Between the time your application is submitted and the hearing takes place, you and the manufacturer must exchange information on state-approved forms. Our office will furnish you these forms, including instructions and deadlines.
- 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 for the arbitrator(s) to observe the defect or condition if needed.

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).
- It is within the discretion of the arbitrator(s) to award you attorney's fees and expert witness costs.
- The manufacturer has 30 days to either appeal the decision or 40 days to comply with it.

If the arbitration decision is in favor of the manufacturer, no remedy will be awarded and your case against the manufacturer will be dismissed.

►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 the Georgia Department of Law, Consumer Protection Unit 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 you incurred 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.

FINAL REPAIR OPPORTUNITY NOTICE

This constitutes my notice as a consumer, pursuant to the Georgia Lemon Law, O.C.G.A. Section 10-1-784(a)(2), 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 _____

Defect # 5 _____

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Vehicle Make _____ Model _____ Year _____

Vehicle identification number (VIN)/___/___/___/___/___/___/___/___/___/___/___/___/___/___/___/___/___/___/

Name/address of selling/leasing dealer_____

_____

Date of delivery _____ Date registered in GA **if** bought/leased in another state _____

Odometer reading on delivery date _____ Current odometer reading _____

Name/address of facility/facilities where repairs were made and date/s of repairs _____

_____

_____

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

Consumer name _____ Home phone _____

Street address _____ Cell phone_____

City/State/ZIP _____ 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 overnight mail delivery or 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.

Also, for our records, please send a copy to the Georgia Department of Law, Consumer Protection Unit at the address listed on the first page, or fax it to us at 404-656-3569.

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VEHICLE REPURCHASE OR REPLACEMENT REQUEST

As detailed below, this constitutes my request as a consumer for a repurchase or a replacement vehicle, pursuant to the Georgia Lemon Law, O.C.G.A. Section 10-1-784(b)(1).

Vehicle Make _____ Model _____ Year _____

Vehicle identification number (VIN)/___/___/___