

# Lemon-Aid for Georgia Consumers



Your Guide to the  
Georgia Lemon Law

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**LEMON-AID FOR GEORGIA CONSUMERS: YOUR GUIDE TO THE  
GEORGIA LEMON LAW**

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For more information about the Georgia Lemon Law or your rights as a consumer in Georgia, please visit the web site of the Consumer Protection Unit of the Georgia Department of Law ([www.consumer.ga.gov](http://www.consumer.ga.gov)).

# The Zeigler Firm, LLC

## **About the Author**

Tashia Zeigler is a consumer protection attorney who has been fighting for consumers in the State of Georgia for over 10 years. Attorney Zeigler spent her first 5 years practicing law as a staff attorney with the Georgia Governor's Office of Consumer Protection. In that role, she regularly pursued enforcement actions against car dealers, car manufacturers, debt settlement companies, and credit repair businesses.

She was then promoted to the Director of the agency's Lemon Law and Dispute Resolution Division, where she developed an intimate understanding of Georgia's Lemon Law and Rules.

In 2015, when the agency merged with the Department of Law, she was charged with amending the Lemon Law to reflect changes. In the following year, she drafted the changes that updated the manner in which the law is administered through the Lemon Law Rules. This attention to detail benefitted Georgia's Lemon Law arbitrators, all of whom received training from Attorney Zeigler from 2012-2016 to service consumers far and wide.

After years of seeing consumers lose winnable Lemon Law cases due to their fear of public speaking or lack of familiarity with the law, Attorney Zeigler opened The Zeigler Firm. The firm's goal is to educate Georgia citizen on their rights as consumers, so that they can feel confident buying, leasing, selling, or having a vehicle repaired.



## Lemon-Aid for Georgia Consumers

### Your Guide to the Georgia Lemon Law

Dear Reader,

I wrote this book with you in mind. Automobile troubles top the list of consumer complaints every year. You probably expect that people complain about their experiences with shady car dealers and tricky financing terms. Most consumers are surprised to discover that even with 21<sup>st</sup>-century advances in manufacturing and technology, thousands of complaints about “lemon” motor vehicles are filed every year with consumer protection agencies, the Better Business Bureau, and auto manufacturers.

In 2014, Americans purchased 16.5 million new cars according to the tracking company Autodata. When put in perspective against that number of new cars, it is no surprise that some defective vehicles may be a part of the mix. If you believe that you purchased or leased a defective new motor vehicle, then *Lemon-Aid for Georgia Consumers* is for you. It has been prepared to assist consumers who are having problems with the new vehicle they purchased or leased. It is provided as a free resource for Georgia consumers by The Zeigler Firm.

The Georgia Lemon Law is a self-help statute, so the legislature intended for you to be able to navigate it without the need to hire an attorney. *Lemon-Aid for Georgia Consumers* explains the Georgia Lemon Law in easy-to-read terms. Read it at your convenience and save a copy on your e-reader, in the cloud, or as a hard copy with your important papers.

I hope that you would not have to pursue a claim under the Georgia Lemon Law, but if you do, I hope that *Lemon-Aid for Georgia Consumers* is helpful. Keep in mind that it is not an exhaustive breakdown of your rights, nor a substitute for seeking legal advice about your situation.



Tashia Zeigler  
Owner and Managing Attorney, The Zeigler Firm, LLC

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## The Georgia Lemon Law

### Introduction

Consumers choose to buy or lease new motor vehicles for a variety of reasons. Someone may choose a new vehicle for its reliability. Another person may choose a new vehicle for its prestige. While yet another may choose a new vehicle for advanced technological features. No matter the reason, buyers and lessees of new motor vehicles do not expect to have issues with frozen computer components, mechanical breakdowns, or safety. What should you do if your new vehicle is constantly in the shop or parked because you are too afraid to drive it?

The Georgia Lemon Law provides buyers and lessees of new motor vehicles specific protections when their vehicles display a defect that cannot be repaired. Although the Lemon Law's goal is to ensure that a new motor vehicle is fixed, it does give repurchase or replacement to those consumers whose vehicles cannot be repaired.

This e-book is intended to answer common questions about the Georgia Lemon Law, give guidance on the state-operated arbitration process, provide suggestions for keeping accurate records, and to provide other resources that may be contacted for assistance. If you would like further assistance from The Zeigler Firm, please contact us at [thezeiglerfirm.com](http://thezeiglerfirm.com) or at **770-580-9013**.

## The Georgia Lemon Law

First Things First

### **What should I do if I think my vehicle is a “lemon”?**

First, verify that you and the vehicle meet the law’s eligibility requirements. Then, you must allow the dealer or manufacturer’s authorized agent a reasonable number of attempts to repair the vehicle’s problem during your Lemon Law rights period.

If the defect is still present after you have made a reasonable number of repair attempts, you must send a notice to the manufacturer to allow a final opportunity to fix it. The number of repair attempts considered “reasonable” is determined by the type of defect. Review the section on “Reasonable Repair Attempts” for details.

If the manufacturer is unable to correct the defect on the final attempt, then you can send a notice to the manufacturer requesting that the vehicle is bought back or replaced. If the manufacturer 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.

\*As of the date of printing, no manufacturer in Georgia had a certified mechanism. Visit the Consumer Protection Unit’s [website](#) to determine whether your manufacturer’s mechanism is certified.



## The Georgia Lemon Law

You and Your Vehicle

### **Does the Georgia Lemon Law apply to my vehicle?**

The Georgia Lemon Law applies to new motor vehicles that are purchased, leased, or registered in Georgia on or after **January 1, 2009**. The vehicle must be self-propelled and primarily designed to transport people or property over public highways. The title of the vehicle must still be in the name of the person who originally purchased or leased it, and the title cannot have been previously issued to anyone other than the new motor vehicle dealer.

The Georgia Lemon Law covers:

- Cars, trucks (12,000 lb GVWR or less), and the self-propelled portion of a motor home (coach and chassis).
- A demonstrator vehicle, as long as 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.

## The Georgia Lemon Law

You and Your Vehicle



### **Does the Georgia Lemon Law apply to my motor home or RV?**

The coach and chassis, or the self-propelled portion, of a motor home are covered by the Georgia Lemon Law. The coach and chassis 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 Lemon Law.

## The Georgia Lemon Law

You and Your Vehicle

### What is not covered by the Georgia Lemon Law?

- 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
- Defects that are caused by abuse, neglect, or modification
- Motorcycles and mopeds
- Trucks with a gross vehicle weight rating, or GVWR, of more than 12,000 pounds
- All-terrain vehicles/ATVs
- Boats
- Vehicles that are not self-propelled, such as trailers and campers



## The Georgia Lemon Law

You and Your Vehicle

**I am a small business owner. Does the Georgia Lemon Law cover vehicles owned or leased by my company?**

Those vehicles are covered if you purchase or lease ten or fewer new motor vehicles a year for business purposes other than limousine rental services. This may assist ride-share drivers, including those who drive for Lyft or UBER.



U B E R

## The Georgia Lemon Law

You and Your Vehicle

**I purchased my vehicle in another state but registered it in Georgia. Is my vehicle covered?**

New motor vehicles that are purchased or leased in other states and then registered in Georgia are covered by the Lemon Law.



**Where can I find my truck's gross vehicle weight rating (GVWR)?**

The GVWR is located on the door pillar of the driver's side of your vehicle.

## The Georgia Lemon Law

### Defects and Repairs

#### **I know my car is broken. Do I have to allow the manufacturer a chance to fix it?**

The Georgia Lemon Law is a **repair first** law. It gives the manufacturer the right to try and repair a new motor vehicle that you say has a defect or problem.



#### **When am I entitled to a repair order or repair invoice?**

According to the Georgia Lemon Law, new motor vehicle owners or lessees are entitled to receive repair orders or repair invoices after every repair visit, even if no work is performed.

## The Georgia Lemon Law

### Defects and Repairs

#### **What should be printed on the repair order or repair invoice?**

The repair order or repair invoice is required to be fully itemized and must contain the following information:

- 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.

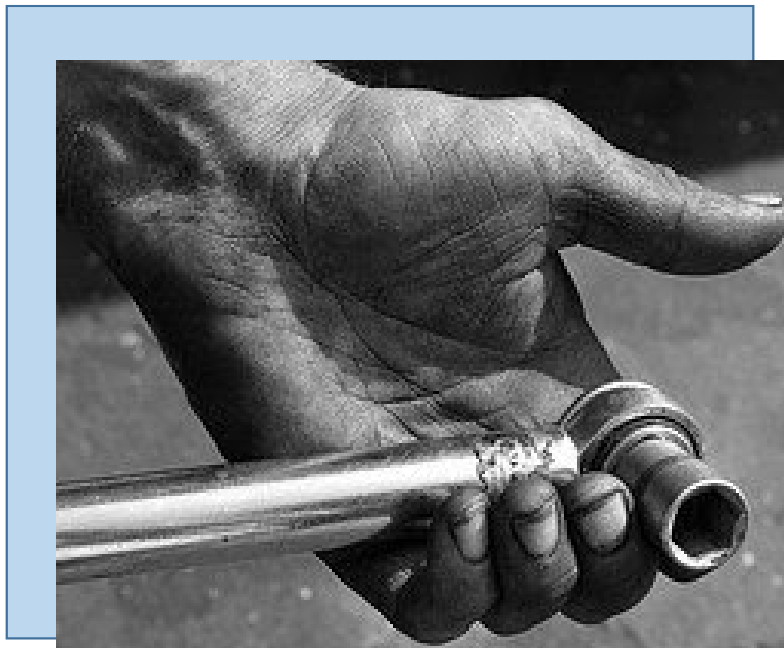
Always check the repair order before leaving the service center to ensure that it contains all of the information listed above. It should describe all of the issues that you brought to the service center's attention. **If it does not, then request that they change it.**

## The Georgia Lemon Law

### Defects and Repairs

**The dealership said that I am not entitled to a repair order, because they could not duplicate my problem. Is that right?**

You are entitled to a repair order even when the dealership's service center cannot duplicate your problem or says that they cannot find anything wrong with your vehicle.





## The Georgia Lemon Law

### Defects and Repairs



### **What kinds of defects are covered by the Georgia Lemon Law?**

The Georgia Lemon Law covers defects that:

- substantially impair the vehicle's use, value, or safety to you;
- make the vehicle not conform to the manufacturer's warranty; or
- would be considered a serious safety defect.

## The Georgia Lemon Law

### Defects and Repairs

#### **Does my problem qualify as a “serious safety defect”?**

In order for your problem to qualify as a “serious safety defect” it must either be:

- a life-threatening defect; or
- a malfunction that impedes your ability to control or operate the vehicle for ordinary use or reasonable intended purposes; or
- a defect that creates the risk of fire or explosion.



## The Georgia Lemon Law

### Defects and Repairs

The main purpose of the Georgia Lemon Law is to get your vehicle repaired. No manufacturer is required to produce a perfect motor vehicle. The law requires the manufacturer to repair issues that you may experience that are covered by the warranty. Repairs are performed by an authorized repair facility or the new motor vehicle dealer.

If you believe your issue is eligible for state-operated arbitration, 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.

#### **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.**

## The Georgia Lemon Law

### Defects and Repairs

#### **How many repair attempts must I give to the manufacturer?**

- 1) For most problems the manufacturer is given three (3) attempts, or opportunities, to repair a defect or condition.
  
- 2) If the defect or condition is one that is life-threatening or that creates the risk of fire or explosion if not corrected, then it qualifies as a "serious safety defect." Due to the nature and severity of the defect, the manufacturer is limited to one (1) repair attempt. If you are experiencing a problem that you believe is safety-related but *not life-threatening*, you should allow three repair attempts, because the burden is on you to prove that the manufacturer's failure to repair the defect creates a life-threatening situation.
  
- 3) If the vehicle has been at the repair shop for at least 30 days, then the vehicle is deemed to have met the repair attempts requirement. The vehicle may be out of service for the repair of one or more defects. The 30 days can accrue during one repair visit or over several visits.

## The Georgia Lemon Law

### Defects and Repairs

**My car has been at the dealership for almost 60 days for repairs and maintenance. Am I eligible to proceed under the Lemon Law?**

Only the days that the vehicle was being repaired at the repair facility count as days "out of service."

Days out of service are calculated by repair visit. Start 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 on those days.

If the vehicle is at the authorized dealer or repair facility *exclusively* for any of the following reasons, then you cannot include those days in your calculations:

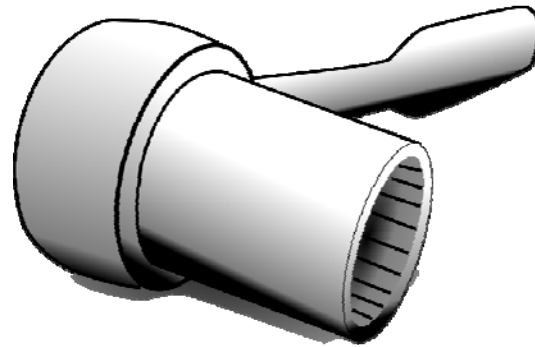
- for routine maintenance;
- for problems that are not defects; or
- for any repairs performed after the expiration of the Lemon Law rights period.

## The Georgia Lemon Law

### Defects and Repairs

#### **What should I do when I take my vehicle in for repairs?**

Describe all of the problems you are experiencing to the service advisor. If the vehicle's problem comes and goes, give a detailed description of the type of problem and when it usually occurs. For example, if the vehicle hesitates when accelerating from a cold start, then be sure to provide those details to your service advisor.



If you plan to drop the vehicle off during non-business hours:

- leave a written summary of the information listed above for the service department; or
- try to communicate with your service advisor via e-mail, when possible, to ensure that you create a record of all correspondence.

## The Georgia Lemon Law

### Defects and Repairs

#### **What should I do if my vehicle's problem comes and goes?**

Give a detailed description of the type of problem and when it usually occurs to the service advisor. For example, if the vehicle hesitates when accelerating from a cold start, then be sure to provide those details to your service advisor.

Record the problem (video or audio, as appropriate) or take pictures of the vehicle. The goal is to create a record of the problem and the conditions when it occurs. Provide your service advisor with a copy of the recordings or pictures if you believe it will help with diagnosing or repairing the issue. Keep copies of all recordings and pictures for yourself.

**Make a video or audio recording of any issue that the repair facility says that it cannot duplicate. Not only will it help the facility diagnose the problem, it also creates a record for you.**

## The Georgia Lemon Law

### Defects and Repairs

#### **When you pick up your vehicle, look for the following in the repair order:**

- The correct 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. If the no work was performed, this *must* be noted on the repair order.
- A description of any and all work performed and parts replaced.
- The correct date and mileage when service work was completed.





## The Georgia Lemon Law

Defects and Repairs



**If the repair facility has repaired the defect or condition, then the Lemon Law has served its purpose.**

## The Georgia Lemon Law

### Final Opportunity to Repair

#### **I have taken my car in for repair, and it seems fine now. What if the problem comes back?**

If your issue persists or resurfaces after a repair visit, then 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. Notify the dealer immediately if a repair attempt is not successful.



Once the manufacturer, through its authorized agent or the new motor vehicle dealer, has had at least 3 chances to repair the **same** defect or condition that has not been corrected,

or at least 1 chance to repair a serious safety defect that has not been corrected, then you must allow the manufacturer an opportunity to make a **final attempt to repair**.

## The Georgia Lemon Law

Final Opportunity to Repair



**If your vehicle has been out of service for 30 days or more for the repair of one or more defects, then the law does not require you to give a final opportunity to repair.**

## The Georgia Lemon Law

### Final Opportunity to Repair

#### **What is the final opportunity to repair?**

The “final opportunity to repair” is more than just the last time that you dropped the vehicle off to the repair facility. It is initiated by sending a formal notice that you send to the manufacturer. The attempt that the manufacturer makes in response to that notice is the “final opportunity to repair.” The notice is required to have certain 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.

You can write a letter that contains the information listed above, or you can use this **form**.

## The Georgia Lemon Law

### Final Opportunity to Repair

#### **Can I send the Final Opportunity to Repair notice to the dealership?**

No. The law requires you to send the notice to the manufacturer at the address listed in the owner's manual. It must be sent by overnight mail or certified mail with a return receipt. Keep the proof-of-delivery or green card, because it shows that you mailed the notice to the manufacturer. Keep this receipt and card with your records.



**A note on motor homes: motor homes often have 2 manufacturers, one for the car and one for the chassis. You must send the Final Opportunity to Repair notice to both manufacturers.**

## The Georgia Lemon Law

### Final Opportunity to Repair

#### **How much time does the manufacturer have to respond to the Final Opportunity to Repair Notice?**

The manufacturer must respond by no later than the close of business on the seventh (7<sup>th</sup>) day following its receipt of your notice. If the 7<sup>th</sup> day falls on a weekend or holiday, the next business day is considered the 7<sup>th</sup> day. The manufacturer can respond in writing or by telephone, or may not respond at all.

When the manufacturer responds, it must notify you of a “reasonably accessible repair facility”.

*A reasonably accessible repair facility* is one that is 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.

**An offer to make a payment for you or to give you an extended warranty, without telling you where to take the vehicle for the final opportunity to repair, does not meet the requirements for designating a reasonably accessible repair facility.**

## The Georgia Lemon Law

### Final Opportunity to Repair

The manufacturer has 2 deadlines to meet. First, it must designate the reasonably accessible repair facility within 7 days of receiving notice from you. Second, it has 28 days from the day it receives your notice to make a final attempt to repair and correct the nonconformity.

You must deliver the vehicle to the designated repair facility by no later than the close of business on the 14<sup>th</sup> day following the manufacturer's receipt of notice.



## The Georgia Lemon Law

Final Opportunity to Repair

### **What should I expect after I send the Final Opportunity to Repair Notice?**

If the manufacturer did not designate a repair facility within 7 days, you may be deemed to have met the requirement for a final repair attempt. The next step is to send your demand for repurchase or replacement to the manufacturer.

**OR**

If the manufacturer did designate a repair facility within 7 days, **but** the defect or condition is not corrected at the final opportunity to repair, the law says you may send your demand for repurchase or replacement.

**OR**

If the defect or condition was not repaired at the final opportunity to repair, then you may send your demand for repurchase or replacement.

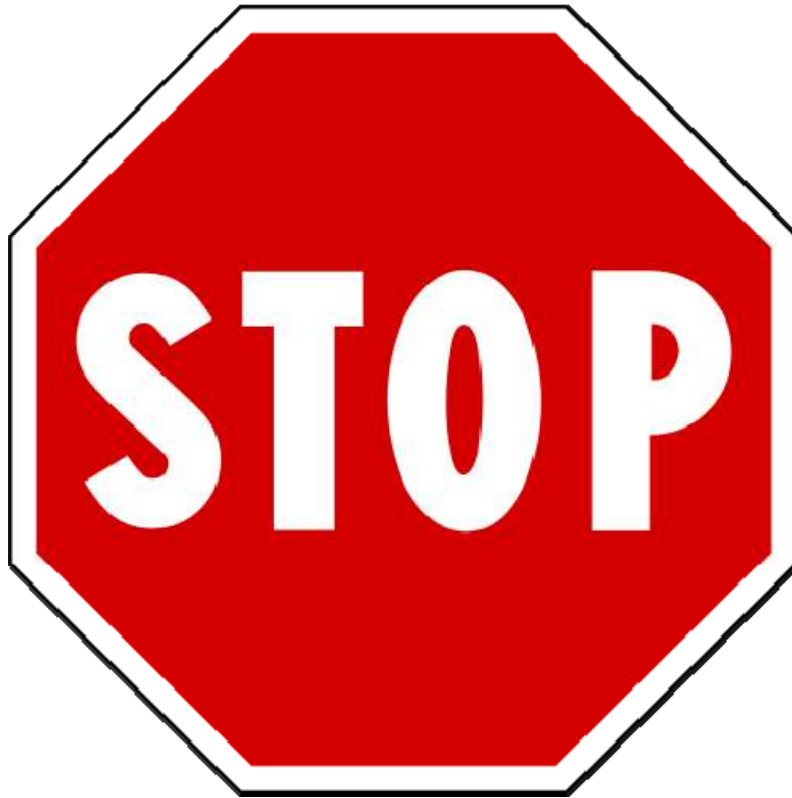
**OR**

If the defect or condition was repaired at the final opportunity to repair and then recurs or reappears at a later date, then you may send your demand for repurchase or replacement.



## The Georgia Lemon Law

Final Opportunity to Repair



**If the manufacturer designated a repair facility within seven days, and the defect or condition is corrected at the final opportunity to repair, the Lemon Law served its purpose.**

## The Georgia Lemon Law

Demand for Repurchase or Replacement

### **My car was not fixed at the final opportunity to repair. What can I do?**

If the manufacturer did not fix your vehicle at the final opportunity to repair, or if the manufacturer failed to designate a reasonably accessible repair facility within the 7-day time period, then the law allows you to demand that the manufacturer repurchase or replace your vehicle.



Similar to the method outlined for you to send the Final Opportunity to Repair notice, the Repurchase or Replacement Request must be sent to the manufacturer by certified mail or overnight mail.

## The Georgia Lemon Law

*Demand for Repurchase or Replacement*

### **What is the Repurchase or Replacement Request?**

You can access a Repurchase or Replacement Request form [here](#). Or, 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 30<sup>th</sup> 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.

## The Georgia Lemon Law

Demand for Repurchase or Replacement

### **When should I expect a response from the manufacturer?**

The manufacturer must respond to your demand for repurchase or replacement within 20 days of the date it receives your request. At this point, the manufacturer may contact you to honor your request for a replacement or repurchase of your vehicle. If that is the case, be sure that you understand what you are entitled to, know if there are any out-of-pocket expenses, and note the date on which the transaction will be completed.



**A note to motor home owners:  
Your Repurchase or Replacement Request must be  
sent to all known manufacturers of the motor  
home, including both the vehicle and the chassis.**

## The Georgia Lemon Law

Remedies: Repurchase and Replacement



### **If I select a replacement vehicle, what will I get?**

A replacement vehicle is one that is identical or at least equivalent to your vehicle. You are not responsible for paying an offset for use. The manufacturer would also pay:

- to reimburse you for any reasonable incidental expenses associated with the repair of your vehicle, such as towing, alternate transportation or repair charges, and
- any charges you might incur as a result of the replacement transaction, such as the cost of sales tax or title ad valorem tax.

## The Georgia Lemon Law

Remedies: Repurchase and Replacement

### **What will I get if the manufacturer buys back my car?**

Under the Lemon Law, a buy back is called "repurchase". If the manufacturer repurchases your vehicle, then you will receive a refund of the purchase price of the vehicle. Depending on if you purchased or leased your vehicle, you may also receive a refund for sales tax, GAP insurance, towing costs, and repair fees.



Your repurchase amount can be reduced by a "reasonable offset for use," which is the amount credited to the manufacturer for your use of the vehicle during the time period between when you purchased or leased the vehicle and the first date you took it in for repair of a defect.

## The Georgia Lemon Law

Remedies: Repurchase and Replacement



### **If the manufacturer repurchases your leased vehicle, then you are entitled to:**

- 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.

You are not entitled to reimbursement for any collateral charges, like sales tax.

The law states that the manufacturer will have to pay your leasing company 110% of the adjusted capitalized cost, which is listed in your lease agreement. And, you would have no further obligations to the leasing company, provided you did not owe the company any past-due charges.

## The Georgia Lemon Law

Remedies: Repurchase and Replacement

**If the manufacturer repurchases a car you purchased or financed, then you will receive:**

- 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 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.

**Instead of offering to repurchase or replace your vehicle, the manufacturer might offer some lesser remedy, such as another repair attempt, an extended warranty, a cash payment where you keep the vehicle, or a trade assist. Carefully evaluate any offer made to you, and remember that any settlement you accept that requires you to return or trade-in the car may affect your ability to proceed under the Lemon Law.**



## The Georgia Lemon Law

Remedies: Repurchase and Replacement



### Which remedy should I choose?

It is wise to choose a repurchase in the following circumstances:

- manufacturer no longer makes the vehicle model;
- you will not be satisfied to have another vehicle from the same manufacturer;
- you are in a financial position to buy or lease another vehicle with the refund you might receive.

## The Georgia Lemon Law

Remedies: Repurchase and Replacement

It is wise to choose a replacement in the following circumstances:

- you were you upside-down on the vehicle you traded in;
- you believe that the defect is limited to your vehicle and is not a problem that is present in all vehicles of that model;
- the reasonable offset for use that you owe is very high; or
- you received a rebate, credit, or other incentive when you purchased your vehicle, and the manufacturer wants to deduct it from the repurchase amount.

**Your Lemon Law complaint is resolved once the manufacturer repurchases or replaces your vehicle.**

## The Georgia Lemon Law

### Lemon Law Disputes

#### **The manufacturer never responded to my Repurchase or Replacement Request. What can I do?**

You are eligible to proceed to a manufacturer's certified dispute settlement mechanism or to state-operated arbitration if the manufacturer does not repurchase or replace your vehicle.

If a manufacturer has a certified mechanism, then you are required to submit your dispute to that program before you can go to arbitration.

***As of the date of publication of this e-book, no manufacturer has a certified program in Georgia, so you are not required to participate in any manufacturer's program.*** Check [here](#) to determine if your manufacturer's program has been certified.

**If you want to proceed to state-operated arbitration, a deadline applies; you must file your application for arbitration within one (1) year of the expiration of your Lemon Law rights period.**

## The Georgia Lemon Law Consumer's Filing Requirements



**There is a one-year time limit to file for arbitration. You have until one year from the date your Lemon Law rights period expires to file for arbitration. If the repair attempts are unsuccessful, you must give the manufacturer a final opportunity to repair, demand repurchase or replacement, *and* submit a completed State Arbitration Application within one year of the expiration of the Lemon Law rights period.**

## The Georgia Lemon Law

### Calculating Your Lemon Law Rights Period

To determine the exact date your Lemon Law rights period expires, look at your bill of sale, lease agreement, or odometer disclosure statement.

#### **STEP 1**

Find the date on which you purchased or leased the vehicle and write it here: \_\_\_\_\_

#### **STEP 2**

Add 2 years to the date written above and write it here: \_\_\_\_\_. We will call this the "2-year date."

#### **STEP 3**

Locate the mileage on the vehicle on the date you purchased or leased it and write it here: \_\_\_\_\_.

#### **STEP 4**

Add 24,000 miles to the mileage and write it here: \_\_\_\_\_. We will call that the "24,000 usage miles."

**Your Lemon Law rights period expires at the earlier of either your "2-year date" or "24,000 usage miles." Keep this calculation for your records.**

## The Georgia Lemon Law

### Calculating Offset for Use

Under the Georgia Lemon Law, the manufacturer is entitled to a deduction from the repurchase amount for your use of the vehicle. This amount is called the "offset for use." Georgia law requires the use of the following formula to calculate the offset for use deduction:

### Calculating miles directly attributable to Consumer

#### STEP 1

Look at your purchase or lease documents, like the purchase agreement, and find the mileage on the vehicle when you purchased or leased the vehicle and write it here: \_\_\_\_\_.

#### STEP 2

Find the odometer reading on the invoice for your first repair attempt and write it here:

\_\_\_\_\_.

#### STEP 3

Subtract Step 1 from Step 2 and write the difference here: \_\_\_\_\_. These are the miles "Directly Attributable to the Consumer". Use that number in the formulas below, depending on if you have a car/truck or a motor home.

## The Georgia Lemon Law

### Calculating Offset for Use

Under the Georgia Lemon Law, the manufacturer is entitled to a deduction from the repurchase amount for your use of the vehicle. This amount is called the "offset for use." Georgia law requires the use of the following formula to calculate the offset for use deduction for cars and trucks:

### Cars, SUVs, & Trucks (under 12,000 lb GVWR)

$$\left( \frac{\text{Purchase Price}}{\text{Purchase Price}} \times \frac{\text{Miles Directly Attributable to Consumer}}{\text{Miles Directly Attributable to Consumer}} \right) \div 120,000$$

**= OFFSET FOR USE**

## The Georgia Lemon Law

### Calculating Offset for Use

Under the Georgia Lemon Law, the manufacturer is entitled to a deduction from the repurchase amount for your use of the vehicle. This amount is called the "offset for use." Georgia law requires the use of the following formula to calculate the offset for use deduction for motor homes:

#### Motor Homes

$$\left( \frac{\text{Purchase Price}}{\quad} \times \frac{\text{Miles Directly Attributable to Consumer}}{\quad} \right) \div 90,000$$

**= OFFSET FOR USE**



## The Georgia Lemon Law

### Lemon Law Disputes

The Zeigler Firm offers the following for consumers whose vehicles are covered by the Georgia Lemon Law:

- *Lemon-Aid for Georgia Consumers* e-book.
- Consultations to assist you with preparing your case for state-operated arbitration.
- Legal representation before a certified mechanism, in state-operated arbitration, or in court.
- Legal assistance when negotiating a settlement with a manufacturer or car dealership.



Call The Zeigler Firm at 770-580-9013 to set up a [consultation](#) to discuss your Lemon Law issue.

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We hope that the information provided has been helpful. This e-book has been provided by The Zeigler Firm, which handles Georgia Lemon Law and automobile fraud cases.

If you have any questions about any of the material covered within this e-book, or questions about automobile fraud or Lemon Law topics not covered in this e-book, we would be happy to answer them for you.

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