THE ULTIMATE GUIDE TO
CALIFORNIA LEMON LAW

THELEMONFIRM.COM
(833) LEMON-FIRM
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I. WHAT IS THE LEMON LAW?
WHAT IS THE LAW?

1. CCA - TheLemonFirm.com holds automakers accountable when they are unable to repair your vehicle or stand behind their promises of selling quality products.

2. When you purchase or lease an automobile in California, you have a legal right to expect it to perform up to the standards of the vehicle's warranty.

3. Thousands of consumers find their new vehicles have frustrating performance and safety problems that cannot be fixed.

4. If your vehicle has been in the shop for repeated repairs or off the road for an extended period of time, you may have a lemon on your hands.

5. That’s the time to call the experienced California lemon law attorneys at CCA - who will provide you with a free consultation, will stand up to the big automakers for you, and will fight them to obtain a recovery at no cost to you.

6. At CCA - 100% of our firm’s fees and costs are paid by the automakers - if we don’t get you a recovery, you pay nothing.
II. WHAT MAKES A CAR A LEMON?
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WHAT MAKES A CAR A LEMON?

1. California’s lemon law is one of the strongest consumer laws in the nation and provides consumers with powerful legal protections.

2. If your vehicle has been in the shop an unreasonable number of times for warranty issues, is not the same quality as other vehicles, or has had its value, use, or safety compromised due to defects, then may likely qualify as a lemon.

3. In California, manufacturers must replace or repurchase vehicles when they cannot repair them after a reasonable number of repair attempts.

4. If the defect cannot be resolved after a reasonable number of attempts, the manufacturer must replace the vehicle with a new one or refund your money.

5. Also, a vehicle may qualify as a lemon if it has spent too much time in the shop or if, when it was sold, it was of substandard quality.

6. The best way to find out if your car qualifies is to call us today for a free consultation: (833) LEMON-FIRM

CCA’s experienced lemon law attorneys oftentimes recover civil penalties – above and beyond what our clients paid for their vehicles.
III. DO I NEED TO HIRE A LAWYER?
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DO I NEED TO HIRE A LAWYER?

As frustrating as it is to have an ongoing problem with your new or newly purchased or leased automobile, it is doubly frustrating to find that—in spite of all your inconvenience and displeasure—you’ve been told your car doesn’t qualify as a “lemon.” When you’re feeling down and out, before you begin sulking about the way large companies always have the advantage and individuals are always the underdog—call a talented lemon law attorney.

A. CONTENTS:

Remember To Take It From Whom It Comes

• In order to get professional advice, you have to go to a professional.
• The fact that your best friend, your father-in-law, your old mechanic, or even your car dealer or manufacturer has told you that you don’t have grounds to pursue a lemon law case, don’t take their word for it. Instead, consult with someone who earns a living by winning lemon law cases in California.

The Truth of the Matter

• Once you consult with a lemon law attorney, you will uncover the facts that lead to, or away from, a diagnosis of a “lemon.”
• More than that, you will come to understand that a high-quality lawyer in the field knows precisely which tactics will work to persuade the manufacturer to negotiate rather than fight a battle before a jury that is likely to be inclined to side with you, the consumer.

Why a Lemon Law Attorney Gives You an Edge

• A competent lemon law attorney will fight aggressively to support your version of events.
• Take advantage of the experience, technical knowledge, access to experts, well-practiced strategies and legal acumen of a lemon law attorney. You won’t pay any attorneys’ fees until you win replacement or repurchase of your vehicle.
IV. ABOUT CCA
CCA - The Lemon Firm was founded by one of California’s foremost lemon law trial attorneys, Michael H. Rosenstein, to apply his decades of experience to assist California consumers with their vehicle issues.

The firm’s attorneys and staff are experienced professionals that have represented consumers in virtually every California county and against almost every large automaker.

Fortunately for our clients, CCA’s exceptional legal services come at no cost to them—we forward all litigation costs and we are paid solely by the automakers when we win the case.
A. ABOUT THE FIRM:

WHAT MAKES YOU DIFFERENT FROM OTHER FIRMS? WHY SHOULD I PICK YOU?

The answer, in a nutshell, is three things:

**EXPERIENCE**

CCA’s attorneys have handled hundreds of lemon law cases throughout the state against virtually every automaker. Thus, we are experts in the Song-Beverly Act (California’s “lemon law”), know how to handle cases efficiently and expeditiously, and are well-versed in the technical side of problems plaguing today’s vehicles. Also, unlike many other firms, when necessary, CCA is prepared to take our clients’ cases to trial before a jury. Our work has earned us a reputation as zealous advocates, both inside and outside of the courtroom.

**EXCELLENCE**

CCA’s team strives for excellence in everything that we do. For instance, we strive to provide our clients with exceptional customer service. When you have questions, your CCA attorney is available by phone or email to answer them for you. If you are nervous about how the legal system works, our staff is here to walk you through it, step-by-step. We also strive for excellence in the legal arena. Thus, CCA’s attorneys are trial-tested and have earned the respect of attorneys and judges throughout the state.

**RESULTS**

Through superior experience and a focus on excellence, we have earned a track record of superior results for our clients. (See our Success Stories page). Simply put, CCA starts where other lemon law firms stop: other firms, for instance, boast that they are able to get their clients’ vehicles repurchased. That’s a good start – but our successful clients, typically receive that and much more. Unlike many other firms, our firm’s founder, Michael H. Rosenstein, is a seasoned and reputed trial attorney.
B. ATTORNEY PROFILES: PARTNERS & ASSOCIATES

MICHAEL H. ROSENSTEIN
PARTNER

Our firm’s founder, Michael H. Rosenstein, is passionate about ensuring that consumers possess the foremost legal representation against vehicle manufacturers in lemon law matters. Mr. Rosenstein has successfully represented hundreds of clients throughout the State of California against virtually every vehicle manufacturer. His practice has spanned from San Diego to the Oregon border and virtually every county in between and has included cases against Ford, FCA (Chrysler, Dodge, Jeep, Ram, Fiat, and others), General Motors, BMW, Mercedes-Benz, Hyundai, Kia, Volkswagen, Land Rover, and most other foreign and domestic auto manufacturers. Mr. Rosenstein’s zealous representation of California consumers has allowed him to earn the respect of his colleagues and adversaries, which results in higher settlements for his clients.

Mr. Rosenstein is also one of California’s most experienced trial lawyers in the field of automotive consumer warranty litigation, having tried more than 25 cases to verdict over the last 5 years. Mr. Rosenstein’s trial philosophy is one of vigorous preparation, unfettered honesty, and direct advocacy, which has resulted in a winning track record that is second to none.

Mr. Rosenstein graduated from Southwestern University School of Law. Before law school, Mr. Rosenstein obtained a degree in Political Science from the University of California Los Angeles.

SEPEHR DAGHIGHIAN
PARTNER

Sepehr Daghighian is a partner with CCA that is well-versed in all aspects of lemon-law litigation. A 2005 graduate of Loyola Law School, Mr. Daghighian has been practicing litigation throughout the state of California for over 13-years. In this time, Mr. Daghighian has advocated on behalf of California consumers in hundreds of lemon law cases throughout our great state. Mr. Daghighian has also successfully tried numerous such cases to verdict in both Federal and State Court.

Mr. Daghighian’s practice has included preparing hundreds of cases for trial against FCA (Fiat, Chrysler, Dodge, Ram, Jeep, and other vehicles), Ford Motor Company, Hyundai Motor America, Kia Motors America, BMW North America, Mercedes-Benz USA, and several other major manufacturers. Mr. Daghighian’s litigation philosophy is that, while the vast majority of cases settle before trial, all cases should be prepared with the diligence and thoroughness needed to prevail at trial before a jury. Therefore, all aspects of a case are handled meticulously, knowing that the lawyer’s work may ultimately form a part of a closing argument. Mr. Daghighian is also sensitive to the human aspect of lemon-law matters - recognizing that ultimately CCA’s cases are about ordinary consumers that have been mistreated by major corporations with vastly superior resources. Mr. Daghighian’s practice is focusing on leveling the playing field by matching the Song-Beverly Act’s strong consumer protections with unparalleled advocacy to achieve exceptional results for CCA’s clients.
IV. ABOUT CCA

BRIAN T. MURRAY
MANAGING ATTORNEY

Brian T. Murray is a lawyer responsible for directing the team of attorneys and paralegals at CCA, which handle lemon law matters throughout the State of California. Mr. Murray is responsible for ensuring a smooth and responsive customer experience for all of CCA’s clients. Just like every lemon law case is unique, Mr. Murray appreciates that every client is unique and strives to make sure that each client receives the utmost service from our firm.

Mr. Murray graduated cum laude from Elon University with a Bachelor of Arts degree in History and a Bachelor of Fine Arts degree in Acting. Mr. Murray earned his Juris Doctor degree from Pepperdine University School of Law where he served as the Managing Editor of the Pepperdine Dispute Resolution Law Journal. While in law school, Mr. Murray also served as a judicial extern to the Honorable Barry Russell of the United States Bankruptcy Court for the Central District of California. Mr. Murray also earned a Master’s degree in Dispute Resolution from the Straus Institute for Dispute Resolution.

JAMES MARTINEZ
ASSOCIATE ATTORNEY

James Martinez is an experienced litigator at CCA whose practice focuses on consumer warranty litigation and consumer fraud. Mr. Martinez is well-versed in all aspects of litigation arising under the Song-Beverly Consumer Warranty Act, the Magnussen-Moss Warranty Act, and related aspects of consumer warranty litigation. Mr. Martinez is actively engaged in all aspects of lemon law litigation, including having tried several cases in State Court.

James Martinez graduated from the University of California, Riverside with a bachelor’s degree in Political Science and graduated at the top of his class from the University of West Los Angeles School of Law. Prior to his admission to the California Bar, Mr. Martinez worked as a law clerk focused on consumer protection litigation. He has been admitted to practice law in California since 2016 and has devoted his practice to consumer protection and civil litigation.
IV. ABOUT CCA.

ERIK K. SCHMITT
ASSOCIATE ATTORNEY

Erik K. Schmitt is an associate attorney at CCA who mainly practices in consumer warranty litigation and consumer fraud. As a tireless advocate for consumers, Mr. Schmitt has argued and won numerous motions in both state and federal court, as well as second-chaired many jury trials to a successful verdict.

Raised in Southern California, Mr. Schmitt obtained his Bachelor of Arts degree in Cinema and Television from California State University Northridge in 2013. Thereafter, he earned his law degree in just 2 years as part of Southwestern Law School’s SCALE accelerated program, graduating magna cum laude (top 5%) while receiving many CALI awards and other accolades.

During law school, Mr. Schmitt served as a member of the Southwestern Law Review; a research assistant for his Torts professor; and a judicial extern for both Judge Philip S. Gutierrez of the United States District Court for the Central District of California and Judge Stephen A. Marcus of the Los Angeles Superior Court. Since being admitted to practice in California, Mr. Schmitt has also passed the bar exam in several other states, including New York.

LAUREN C. MARTIN
ASSOCIATE ATTORNEY

Lauren C. Martin is an experienced litigator in consumer warranty claims, primarily involving the Song-Beverly Consumer Protection Warranty Act. Ms. Martin is results-oriented, extremely organized, and well-versed in related consumer warranty litigation and fraudulent concealment actions. Ms. Martin manages all stages of pretrial litigation, including taking and defending depositions, drafting and conferring on trial documents and pre-trial motions, trial preparation, and settlement discussions. She has tried numerous cases in both State and Federal Court.

Ms. Martin graduated cum laude from the University of California, Irvine with a bachelor’s degree in Political Science and a minor in History. Following her undergraduate degree, Ms. Martin graduated from Southwestern Law School’s prestigious 2-year J.D. SCALE-program and was an active member of the Women’s Law Society and Criminal Law Society.

Throughout law school, Ms. Martin focused on civil litigation research while also a full-time extern at the Los Angeles District Attorney’s Office: Hardcore Gang Division. Ms. Martin also clerked at an insurance subrogation civil litigation firm and previously worked as an associate at a real estate litigation firm where her emphasis was primarily on unlawful detainer actions. Ms. Martin was admitted to the California state bar in June 2017. She is authorized to practice law in all California state courts, as well as the Central, Northern, Eastern, and Southern Districts of California.
IV. ABOUT CCA

BRIAN T. MURRAY
ASSOCIATE ATTORNEY

Jonathan Cagliata is an associate attorney at CCA with a demonstrated passion for consumer advocacy. Mr. Cagliata is an experienced advocate in the realm of the Song-Beverly Consumer Warranty Act, Unfair Competition Law, and other consumer-oriented statutes. Mr. Cagliata has successfully represented hundreds of California consumers with respect to their lemon law claims.

Before joining CCA, Mr. Cagliata represented various dealership entities in a range of areas, including regulatory and statutory compliance. Mr. Cagliata takes pride in assisting the citizens of California, members of one of the world’s premiere economies, with their needs as consumers.

Mr. Cagliata believes educating the consumer base about its rights, while regulating businesses and enforcing their compliance with the law, promotes fairness and arms-length dealing to the benefit of everyone.

Mr. Cagliata received his dual-Bachelor of Arts in Philosophy and Italian in Special Fields from the University of California, Los Angeles, and his juris doctorate from Loyola Law School. During his time as a student, Mr. Cagliata externed for the Office of the Los Angeles District Attorney: Consumer Protection Division. Mr. Cagliata was admitted to practice in California in 2017, and has since gained admission to all state and federal courts in California.

RAYMOND E. ARESHENKO
OF COUNSEL

Raymond E. Areshenko is of counsel to the firm and assists with all aspects of lemon law litigation. Ray graduated on the Dean’s List from Embry-Riddle Aeronautical University with a Bachelor of Science in Professional Aeronautics. He received a Juris Doctorate and a Masters of Dispute Resolution from Pepperdine University School of Law.


Prior to law school, he spent several years as an officer in the U.S. Army as a UH-60 Black Hawk helicopter Pilot, simultaneously serving in various leadership roles in the U.S. and Iraq.

During this time, he logged nearly one thousand hours of flight time, over five hundred of which were in a combat zone. He last served as the Executive Officer of a ten-aircraft VIP and Airborne Command & Control unit.
V. RV’S AND THE LEMON LAW
HOW LEMON LAW APPLIES TO MOTORHOMES AND OTHER RV’S

Motorhomes and other Recreational Vehicles (RV’s) suffer many of the same defects as passenger vehicles. Fortunately for California consumers, many of the same protections afforded to vehicles and other consumer goods also apply to RV’s. If your RV has suffered through an unreasonable number of repairs, remains unfixed, or has not lived up to your family’s expectations, give our expert lemon law attorneys a call for a free consultation.

1. An RV is oftentimes a very significant purchase and significant investment.

2. For instance, RV’s can suffer from leaks, plumbing, and electrical issues, defective slide outs, generator issues, engine and powertrain issues, and a myriad of other problems.

3. Families purchase RV’s hoping for years of reliable and enjoyable ownership and all too often find that their RV is plagued by defects.

4. At that point, consumers are left wondering what remedies are available to them and if California’s lemon law covers Recreational Vehicles?

5. Unfortunately, oftentimes in spite of the manufacturer’s warranty, dealerships are unable to correct RV issues to bring them into conformance with the manufacturer’s promises.
Fortunately, the manufacturer’s warranty that accompanies an RV is covered by the lemon law similar to how a vehicle’s warranty is covered. Oftentimes, RV’s are delivered with multiple warranties covering different aspects of the vehicle. For instance, the coach portion of the RV is often warranted by the RV manufacturer while the chassis and powertrain portion may be warranted by a different manufacturer. An expert lemon law attorney can help you understand your RV’s warranty coverage your legal rights under the Song-Beverly Act.

A Landmark Case

In the seminal RV lemon law case, Nat’l R.V., Inc. v. Foreman, 34 Cal. App. 4th 1072, 1074, 40 Cal. Rptr. 2d 672, 673 (1995) the court considered the issue whether the coach portion of a motorhome is subject to the provisions of the Song-Beverly Consumer Warranty Act (Civ. Code, 2 1790 et seq.). In that case, the Foremans had purchased a 1990 Dolphin motorhome from 10,000 R.V. Sales for approximately $56,000.

The coach portion of the RV was warranted by National RV and the chassis was warranted by General Motors. Within days of purchase, the RV began suffering from issues, including a dead battery. From there, things grew worse and, altogether, the Foremans claimed 25 separate manufacturing defects with the RV.

National RV, supported by the Recreational Vehicle Industry Association, argued to the court that the Song-Beverly Act should not apply to the coach portion of the vehicle. The court found that different portions of the RV were covered by different aspects of the Song-Beverly Act. First, the court concluded that the chassis portion of the motorhome fell within the definition of a “new motor vehicle” and was therefore covered by the lemon law (Civil Code 1793.2(d)(2)).

The court went on to consider whether the RV coach was considered a “consumer good” as defined by CC 1791, subd. (a), “any new product or part thereof that is used, bought, or leased for use primarily for personal, family, or household purposes, except for clothing and consumables...”. The court conducted a detailed analysis of the legislative history of the Song-Beverly Act and concluded that, motorhome coaches “clearly are ‘consumer goods’ within the meaning of the Act and are subject to the general application provisions of the Act, such as section 1793.2, subdivision (d)(1).”
VI. BOATS, WATERCRAFT, AND THE LEMON LAW
VI. BOATS, WATERCRAFT, AND THE LEMON LAW.

BOATS, WATERCRAFT, AND THE LEMON LAW

CCA’s expert lemon law attorneys are often asked if California’s lemon laws also apply to boats and various types of watercraft. While consumers typically think of lemon laws as applying to cars and trucks, in truth, the lemon law covers all consumer goods, which includes boats and watercraft.

In short, yes - boats and watercraft are also covered by our State’s lemon laws. Like cars and trucks, for boats, watercraft, and other vessels to be covered by the lemon law, they must have been sold with their original manufacturer’s warranty.

Thus, the lemon law covers watercrafts that suffered a manufacturing defect covered by warranty, that are not repaired after a reasonable number of repair attempts. If your boat, yacht, or other watercraft has not been conformed to warranty by the manufacturer, we invite you to call us today for a free consultation: (833) LEMON-FIRM.
An expert lemon law attorney can assist you if your watercraft's manufacturer has been unable to confirm the watercraft to warranty.

CCA's attorneys can assist with defects in all types of watercraft, including:

1. Fishing Boat
2. Deck Boat
3. Sail Boat
4. Yacht
5. Cruiser
6. Flybridge Boat
7. Personal Watercraft
8. Personal Watercraft
VII. WHAT REMEDIES ARE AVAILABLE TO CONSUMER?
CIVIL PENALTIES: BECAUSE PUTTING THE COOKIES BACK IN THE JAR ISN’T ENOUGH

By Michael H. Rosenstein, Esq.

If you’ve reviewed CCA’s Success Stories, you’ve undoubtedly noticed that our clients – by in large – recoup much more than what they paid for their cars in settlements and verdicts. While many other lemon law firms settle for merely a refund or replacement of their clients’ vehicles, we hold automakers to a much higher standard. California’s strongly “pro-consumer” Song-Beverly Act requires that manufacturers pay civil penalties when they willfully violate our State’s strong laws in order to punish their wrongdoing and discourage future bad behavior. CCA’s expert attorneys are familiar with the intricacies of these laws and, when enforcing them, work diligently to ensure that our clients receive maximum recoveries.

In a Nutshell

• Here’s how the law works: just as, when caught stealing, putting the cookies back in the jar isn’t enough; When an automaker willfully violates the Song-Beverly Act, merely recompensing the consumer oftentimes isn’t enough.

• Like other areas of the law, the Song-Beverly Act mandates civil penalties for such willful conduct to punish the wrongdoing and discourage future bad conduct.

• CCA does not let manufacturers off with a slap on the wrist – we enforce California’s laws to their fullest extent allowed under the law.
VII. WHAT REMEDIES ARE AVAILABLE TO CONSUMERS?

Song-Beverly Act

- Thus, the Song-Beverly Act allows consumers to recover substantially more than what they paid for their vehicles when a manufacturer willfully violates the Song-Beverly Act.

- Such willful violations may occur in a variety of ways. Careful consumers should only consult with attorneys that: (1) are able to identify willful violations of the Song-Beverly Act; and (2) know how to enforce our State’s laws to recover civil penalties from the manufacturers.

- CCA’s attorneys have a strong track record of holding automakers responsible to the fullest extent of the law and obtaining superior recoveries for our clients.
VIII. CLIENT SUCCESS STORIES
CLIENT SUCCESS STORIES

JOE AND SABINE D. V. GENERAL MOTORS VENTURA COUNTY

Our clients, Joe and Sabine D., are a couple from Thousand Oaks, California who purchased a 2012 Chevrolet Camaro Convertible from Santa Paula Chevrolet, in July of 2012, looking forward to years of top-down enjoyment. Unfortunately, their hopes were dashed when the vehicle developed a series of squealing noises from the engine, strange smells, recalls, interior issues, electrical problems, and other warranty defects. Our attorneys were able to settle this case for approximately three times what our clients had purchased the car. In addition, as part of the settlement, General Motors agreed to pay all of our clients’ attorney fees and costs.

MARLENE AND DINO D. V. FCA US, LLC LOS ANGELES COUNTY

Our clients, Marlene and Dino D., are a teacher and firefighter from Ventura, California, who purchased a defective and unfixable 2011 Dodge Durango from Motor Village LA. Their vehicle developed a series of strange electrical problems, including tail light issues, problems with the camera, check engine lights, and other such issues.

Frighteningly, at some point the vehicle began to stall out on them in addition to developing strange transmission issues which could not be duplicated by the dealership. We litigated their case vigorously and were able to negotiate a substantial settlement equal to roughly three times what our clients had purchased the car. In addition, as part of the settlement, Chrysler agreed to pay all of our clients’ attorney fees and costs, which were later awarded by the Court.

CLAYBORNE H. V. FCA US, LLC SACRAMENTO COUNTY

Our client, Clayborne H., is a retired contractor residing in El Dorado Hills, California. He has purchased a 2011 Jeep Grand Cherokee for approximately $40,000 in November of 2011. Unfortunately, his vehicle developed a series of transmission issues, recalls, and electrical problems.

Frighteningly, at some point his vehicle actually caught on fire because of a widespread issue with the the electrical connection to the sun visor in 2011 Jeep Grand Cherokees. Our attorneys were able to settle this client’s case for a substantial settlement equal to over three times his Lemon Law buyback. Also, the court in Sacramento later ordered that Chrysler pay all of Clayborne’s attorney fees and costs on his behalf.
Our client, Danielle H. resides in Santa Barbara, California and loves her horses. Danielle purchased a 2013 Ford F-350 for its towing capacity to help her tow her horse trailer and travel throughout the county. Unfortunately, the vehicle developed a series of unfixable and inexplicable stalls, which stranded Danielle and her horses many times on the road. Throughout her many presentations, Ford Motor Company was unable to fix the vehicle and refused to voluntarily repurchase it from her. However, when we stepped in, we were able to negotiate a substantial settlement equal to over two and a half times what she paid for the truck. Of course, as part of the deal, Ford Motor Company also paid all of her attorney fees and costs.

Our client, Mark L., was a firefighter in Atwater, California with Cal-Fire that purchased a 2006 Ford F-350 from Century Ford. Unfortunately, Mark's truck suffered a series of all too common Super Duty turbocharger problems, which resulted in numerous check engine lights, rough driving, and poor performance. While he was forced to get rid of the truck early, Ford Motor Company refused to do right by its customer and voluntarily repurchase the truck. When we stepped into the litigation, we were able to negotiate a substantial settlement for Mark, which was equal to over seven times his Lemon Law buy back. Also, as part of Mark's settlement, Ford Motor Company agreed that it would pay all of Mark's attorney fees and costs.
RANDALL L. V. FORD MOTOR COMPANY ORANGE COUNTY

Our client, Randall L., runs a plaster business in Norwalk, California and purchased a 2007 new Ford F-350 flatbed for use in his business. Unfortunately for Randy, like many other Ford super duty trucks from that era, his truck developed a series of very serious and unfixable issues with the truck's engine management system. Randy tried to resolve his issues with Ford direct and sought a buyback of his truck through the Better Business Bureau. However, Ford refused to do right by its customer until we stepped in and were able to settle his case for over seven times a Lemon Law buy back. Ford Motor company was also ordered to pay all of Randy’s attorney fees and costs as part of the settlement.

SOON C. V. FCA US LLC LOS ANGELES COUNTY

Our client, Soon C., was the owner of a 2011 Jeep Grand Cherokee whose vehicle was plagued by serious electrical malfunctions. Soon’s Grand Cherokee included FCA’s infamous Totally Integrated Power Module (“TIPM”), which caused a series of vehicle no-starts, spontaneous stalling, and a host of other electrical issues. Prior to commencing a lawsuit, Soon attempted to resolve his case directly with FCA but was unable to do so because they wouldn’t give his case any serious consideration. We represented Soon in Los Angeles County Superior Court and were able to resolve his case for nearly three times what he paid for the vehicle. Of course, we were also able to obtain payment of all our attorney’s fees and costs from Chrysler.
ANDREW C. V. HYUNDAI MOTOR AMERICA LOS ANGELES COUNTY

Our client, Andrew C, leased a Hyundai Genesis as a reward to himself after years of hard work. Unfortunately, Andrew’s vehicle developed a constant and frustrating oil consumption problem wherein the vehicle would consume oil in between oil changes. Hyundai repeatedly told Andrew there was nothing wrong with his car, but he was sorely disappointed that he could not enjoy the vehicle in the way it was intended because of the constant oil consumption. We represented Andrew Choi at trial in Los Angeles Superior Court and were able to obtain a significant verdict in his favor, and the jury awarded him even more than what he had paid for the vehicle. Also, the Court found later that Hyundai was responsible for paying Andrew’s attorney’s fees and costs.
IX. FAQ'S
# Facts and Questions?

## How Do I Know If My Car Is a Lemon?

The Indiana poet Jim Riley coined the famous Duck Test, "If it walks like a duck, and quacks like a duck, and swims like a duck, then it probably is a duck!" To some extent, the same applies to lemons - while the legal tests to determine whether your vehicle qualifies are nuanced, if you feel like your car might be a lemon, then it's time to speak with a legal professional. There are many different ways that a vehicle can qualify under California law. For instance, a common standard is whether or not the vehicle’s defects have been fixed after a reasonable number of repair attempts. If your car isn’t fixed after a reasonable number of tries, then it is likely a lemon. Another standard considers how many days the vehicle has been out of service. If your vehicle has been in the shop for an extended period of time, then it could qualify, as well. Because California’s laws are nuanced and there are many ways that a vehicle can be a lemon, the best way to find out is to call us: (833) LEMON-FIRM. After a short, free consultation, we will let you know if we can help.

## How Much Do CCA’s Services Cost Me?

Nothing. Nada. Zilch. Zero. Bupkis. You pay us nothing! 100% of CCA’s fees are paid for by the automakers. It costs you nothing to sign up, nothing for us to take your case, and nothing for us to get you an exceptional result. Also, CCA forwards all litigation costs for you and gets repaid by the auto manufacturer.

## What Type of Vehicles Do You Assist With?

All of them: new, used, purchased, leased, expensive, economical, foreign, domestic, sports cars, SUV’s, gasoline, hybrid, electric... you name it - we have done it all. In fact, CCA has represented clients throughout the state against virtually every automaker. (See: our “Success Stories”). We assist with respect to both “new” and “used” vehicles, as long as the vehicle’s issues were covered by the original factory warranty. We, generally, do not assist with issues such as, “dealership fraud,” “independent repair shops,” or “service contracts.” If your vehicle’s problems were covered by the factory warranty and took too long to fix, we can probably help you. Call us at (833) LEMON-FIRM for a free consultation.

## What Monetary Damages Are Available to Me If My Car Is a Lemon?

Under California’s lemon law, if your call qualifies, you are entitled to have it bought back or replaced. As a matter of fact, manufacturers have an “affirmative duty” to repurchase or replace defective or unfixable vehicles. When they fail to do so, the law in California also allows a “civil penalty” to be imposed against the automakers, in certain cases. If you review our Success Stories, you will see that the majority of our clients received their money back and much more. Call us today to learn more about how CCA’s exceptional legal team can get you the highest possible settlement: (833) LEMON-FIRM.
CAN I HANDLE MY LEMON LAW CLAIM, MYSELF?

Probably not. The automakers are major international corporations that pay major international law firms major bucks to hoodwink consumers. In truth, as smart as you are, if you’re not an experienced lemon law attorney, you will be severely outgunned when facing automakers and their bevy of attorneys. CCA knows how to handle these folks and win. What is more, CCA’s exceptional services come at no cost to you and we don’t get paid unless we win - so you have nothing to lose by hiring us. Call (833) LEMON-FIRM today for a free consultation.

I’M QUITE BUSY – IS THIS GOING TO TAKE UP MUCH OF MY TIME?

Not at all. Your initial consultation, which is free, just takes a few minutes by phone. After that, we will ask you to send us your documents by email, fax or mail (we are happy to send you a self-addressed stamped envelope). Then, you will have a slightly more involved conversation (about 30-minutes) so that CCA’s legal team can really get to know you and learn more about your case. From there, we do most of the work without bothering you. While we will not need much of your time, CCA will always be at your service and ready to answer any questions that you may have.

I USE MY CAR FOR WORK. CAN I STILL QUALIFY?

Probably, yes. Unless your lemon is part of a fleet of over 5 vehicles registered to your business, the lemon law probably protects you. Call CCA if you have more questions: (833) LEMON-FIRM.

I ALREADY TRIED TO GET MY CAR BOUGHT BACK AND THEY SAID, “NO.” WHAT NOW?

Call us: (883) LEMON-FIRM. Just because they manufacturer told you your car isn’t a lemon, it certainly doesn’t mean that your car isn’t a lemon. Automakers are like their dealerships - they are in the business of selling cars; not buying them back. They are certainly not looking out for your best interests. As a matter of fact, we have had dozens of clients whose repurchase requests were initially rejected, only for the automakers to change their tune once we got involved. If you think your car is a lemon, there’s a good chance your right. With the help of an experienced lemon law attorney, you can have it replaced, repurchased, and much more. Call CCA for a free consultation: (833) LEMON-FIRM.

OKAY, I’M READY. WHY SHOULD I PICK CCA?

Please learn more about us here: About the Firm. Then, if you still have questions, just give us a call: (833) LEMON-FIRM.

THEY FINALLY FIXED MY CAR; BUT I'M WORRIED IT WILL BREAK AGAIN.

California strong consumer protection laws provide that manufacturers must fix warranty defects within a reasonable number of attempts. Even if your car is fixed (for now), if it has taken too long to fix it or if you have lost confidence in the vehicle, then it may qualify under the lemon law. That’s the time to call CCA - California’s foremost lemon law firm: (833) LEMON-FIRM.
This guidebook is intended to provide general information only. The information you obtain from this guidebook nor is it intended to be, legal advice. You should consult an attorney for advice regarding your individual situation. We invite you to contact us and welcome your calls, letters and electronic mail. Contacting us does not create an attorney-client relationship unless and until a formal engagement letter is signed. Please do not send any confidential information to us until such time as an attorney-client relationship has been established.