



The International Association of Lemon Law Administrators includes in its membership government agencies and other organizations that administer various types of alternative dispute resolution programs. These programs may be administered under state Lemon Laws, they may be required to meet certain state and/or federal requirements, they may be established by private contracts between businesses and private dispute resolution firms, or they may be established by other types of agreements. All such programs have rules and procedures under which they operate.

This brochure is not intended to provide detailed information regarding any particular program procedure, but is offered to give general guidelines for gathering information and presenting it in an informal arbitration proceeding under a state Lemon Law. For detailed information about the rules of procedure of any dispute resolution program, consumers should contact the particular program or administering agency directly.



Lemon Aid – How to Prepare for an Arbitration Hearing

If you have to present your claim in an arbitration hearing, you will have to give testimony, usually under oath, and present documents and perhaps witnesses to convince the arbitrator or panel of arbitrators that your vehicle is a “lemon” under your state’s lemon law. Your evidence must be convincing that a defect covered under warranty was not corrected within a reasonable number of repair attempts. You must prove that the defect is a substantial impairment of the use, safety or value of the vehicle, or is a serious safety defect, if this is the law in your state. The following is a generic guide to help you prepare for a hearing.

READ THE INFORMATION SENT TO YOU BY THE DISPUTE RESOLUTION PROGRAM!

All dispute resolution programs have rules and procedures that must be followed. There also may be forms you must complete, and requirements for the filing of documents within specific deadlines. You should read **all** of the information given to you about the dispute resolution program and follow the appropriate procedures. If you have questions, use the contact information given by the program and don't hesitate to ask!

COLLECT AND ORGANIZE YOUR RECORDS:

Be sure to bring to the hearing everything pertaining to the dispute including contracts, correspondence, work orders, receipts, warranties, notes of any conversations, valuations of your vehicle (if your law requires this), purchase or lease documents and lease or loan payment information.

Putting your records in chronological order will help guide you in presenting the history of the problem(s) and will make it easier for you to find documentation if asked.

ARRANGE FOR WITNESSES:

You may be able to bring witnesses who can testify regarding the defect. You may also be able to bring expert witnesses (such as independent mechanics) who can testify regarding the existence of the defect and/or how the defect substantially impairs the use, safety or value of the vehicle. If you wish to bring witnesses, you must notify the witnesses and arrange for them to come to the hearing. You should bring to the hearing only those people who have personal knowledge of your Lemon Law claim. A person who can give the arbitrator or arbitrator panel a firsthand account of what happened is better than one who can only report what he or she has heard from you or

others. You should also check with the program administrator first to see if witness fees are reimbursable.

PREPARE AN OUTLINE:

Writing down the major points you wish to present before you go to the hearing will help you to remember relevant information. Below are some major points:

- State the specific nature of the defect.
- Describe any conversations with dealer's or manufacturer's representatives
- Describe and document each repair attempt.
- Describe and document any new development.
- Review the manufacturer's response and be prepared to challenge it.
- Prepare a list of questions to ask the manufacturer's witnesses.
- State why you feel the vehicle is a "lemon." For example, how has the use, safety and/or value been substantially impaired?
- Prepare a final summary, which should briefly review the facts you have discussed and the reason(s) the arbitrator or panel of arbitrators should decide in your favor. This should include a statement regarding your opinion of a fair resolution to the dispute.
- If you are seeking a refund or other monetary award, use any worksheets the program may provide to prepare your calculations, or work these out on paper yourself, using any guidelines which may be available from the program.

REMEMBER:

Be organized, convincing, and courteous. The purpose of a hearing is to allow the gathering of facts, evaluation of information presented by both sides, and the

rendering of a fair decision. Therefore, be prepared to offer SUBSTANTIAL PROOF of each point you make, especially those you feel the manufacturer may dispute.

During the hearing, the manufacturer's representative or attorney will be allowed to question you about your testimony, just as you will be allowed to question the manufacturer's witnesses. This is called cross-examination. It is important that you remain calm when you are being questioned and respond to the questions that are being asked. If you feel a question is unfair or inappropriate, you can express this to the arbitrator or panel.

The arbitrator or panel of arbitrators may also ask questions of you, your witnesses and the manufacturer's witnesses during the hearing.

SETTLEMENT:

If you reach a settlement through your own efforts with the vehicle's manufacturer, be sure you have all the specifics before you agree, such as:

- What are the specific terms?
- What is the agreed upon date for completion of the settlement?
- If the settlement is for a refund, will there be a deduction for mileage?
- If the settlement is for a replacement vehicle, will the replacement be the same model, but a newer model year, or a different model? Will you be responsible for any monetary difference? Are all vehicle options the same? Who will be responsible for registration fees and/or a difference in sales tax? How will a replacement affect any existing loan or lease? (You should check with your lender or leasing company).

- If the settlement is for a repair, what warranty will come with this repair? What is the duration of the warranty? Will it cover parts AND labor? If this doesn't resolve the problem, what further rights do you have?
- If there is any monetary charge, what will it be, and who will be required to pay, you or the manufacturer?
- If the manufacturer fails to perform under the settlement agreement, what legal recourse do you have, and is this specified in the settlement agreement?

NOTE: Some state lemon laws prohibit clauses that condition settlements on consumer confidentiality or waiver of further lemon law rights. Make sure you read the agreement, understand its terms and are familiar with the requirements of your lemon law before you sign a settlement agreement or release.