

COLORADO'S LEMON LAW: Tips to Ensure Maximum Recovery by Melanie MacWilliams-Brooks

November 2014

Under Colorado's Lemon Law (codified at C.R.S. § 42-10-103), purchasers of new cars with irreparable defects are entitled to a replacement of the car, or a refund of the full purchase price (including sales tax, license and registration fees, and any other governmental charges), less a "reasonable allowance" for the purchaser's use of the vehicle. However, many people who should receive an exchange or refund under the Lemon Law's terms end up foregoing these remedies because they are not familiar with the law.

Here are some quick tips to help ensure that you receive the protections you deserve under the Lemon Law:

Bear in mind that you are working within a narrow timeframe.

The Lemon Law only benefits consumers whose cars are presumptively irreparable within *one year or earlier* after they received the car. A car is presumptively irreparable if:

(1) the car is subject to repair "four or more times" to no avail within the one-year period following the consumer's receipt of the car (or the expiration of the warranty, whichever is earlier); or

(2) the car is out of service by reason of repair for a cumulative total of thirty or more *business days* of the repairer in the course of one year after the consumer's receipt of the car (or before the warranty expires, whichever is earlier).

Given these requirements, if you notice that a defect persists after your car is returned to you from a repair facility, err on the side of caution and take it back to the repair facility immediately. Allowing weeks or months to pass before you return it to the facility will severely curtail your chances of recovering anything under the Lemon Law.

Report all possible defects to the manufacturer as soon as they arise.

The biggest mistake most people make is taking their car to the repair shop or dealership for repairs multiple times before directly alerting the manufacturer to the problem. Under the Lemon Law, the manufacturer must receive notification of the defect by certified mail within a one-year period from the date on which the consumer received the new car, and the manufacturer must have an opportunity to cure the defect within that one-year period (or before the warranty expires, whichever is earlier).

Many people will not notify the manufacturer until the dealership or shop has made multiple failed repair attempts. Often, by that time, it is too late to both notify the manufacturer and give the manufacturer an opportunity to cure the defect before the one-year deadline expires.

In short, whenever you experience a problem with a new car within your first year of ownership, let the manufacturer know immediately by way of a certified letter.

Hire an Attorney.

If, after the fourth repair attempt or thirtieth business day at the shop, your car still is defective, hire an attorney to help you pursue your rights under the Lemon Law. An attorney will be able to ensure that the process is expedited and that you receive the maximum benefits you are owed under the law. Also, if you qualify for relief under the Lemon Law, you are entitled to reimbursement of your attorney fees by the manufacturer. FGMC is experienced in negotiating Lemon Law settlements and would be glad to assist you in obtaining the best outcome in your case.