

ADMINISTRATIVE RULES

- 13:45A-9.4 Price reduction advertisements; items of merchandise specifically advertised at a price of more than \$100.00
- 13:45A-9.5 Price reduction advertisements; merchandise advertised as a savings of a percentage or a range of percentages
- 13:45A-9.6 Pricing; prohibition on fictitious pricing and methods of substantiation
- 13:45A-9.7 Application of regulation
- 13:45A-9.8 Retail discounts in scanner stores; percentage-off discounts; point-of-sale discounts; multi-tiered pricing offers; targeted discounts

SUBCHAPTER 10. SERVICING AND REPAIRING OF HOME APPLIANCES

- 13:45A-10.1 Definitions
- 13:45A-10.2 Required information
- 13:45A-10.3 Deceptive practices
- 13:45A-10.4 Exceptions
- 13:45A-10.5 Violations

SUBCHAPTER 11. (RESERVED)

SUBCHAPTER 12. SALE OF ANIMALS

- 13:45A-12.1 Definition
- 13:45A-12.2 General provisions
- 13:45A-12.3 Required practices related to the health of animals and fitness for sale and purchase

SUBCHAPTER 13. POWERS TO BE EXERCISED BY COUNTY AND MUNICIPAL OFFICERS OF CONSUMER AFFAIRS

- 13:45A-13.1 Statement of general purpose and intent
- 13:45A-13.2 Definitions
- 13:45A-13.3 General provisions
- 13:45A-13.4 Qualifications of county or municipal director
- 13:45A-13.5 Termination of authority to exercise delegated authority
- 13:45A-13.6 Delegated powers
- 13:45A-13.7 Limitations; litigation
- 13:45A-13.8 Restrictions; powers
- 13:45A-13.9 (Reserved)

APPENDIX

SUBCHAPTER 14. UNIT PRICING OF CONSUMER COMMODITIES IN RETAIL ESTABLISHMENTS

- 13:45A-14.1 General provisions
- 13:45A-14.2 Definitions
- 13:45A-14.3 Persons and operations exempted from complying with Unit Price Disclosure Act
- 13:45A-14.4 Regulated consumer commodities and their approved units of measure
- 13:45A-14.5 Exempt consumer commodities
- 13:45A-14.6 Calculation of the numerical unit price of a regulated consumer commodity
- 13:45A-14.7 Unit price labels approved for display
- 13:45A-14.8 Unit price signs and unit price lists
- 13:45A-14.9 Unit price tags
- 13:45A-14.10 Means of disclosing unit price information
- 13:45A-14.11 Placement of unit price information on consumer commodities by nonretailers
- 13:45A-14.12 (Reserved)
- 13:45A-14.13 Nonintentional technical errors
- 13:45A-14.14 Waiver of unit price requirements
- 13:45A-14.15 Penalties

SUBCHAPTER 15. DISCLOSURE OF REFUND POLICY IN RETAIL ESTABLISHMENT

- 13:45A-15.1 Definitions
- 13:45A-15.2 Unlawful practices

- 13:45A-15.3 Exemption
- 13:45A-15.4 Remedy

SUBCHAPTER 16. HOME IMPROVEMENT PRACTICES

- 13:45A-16.1 Purpose and scope
- 13:45A-16.1A Definitions
- 13:45A-16.2 Unlawful practices

SUBCHAPTER 17. HOME IMPROVEMENT CONTRACTOR REGISTRATION

- 13:45A-17.1 Purpose and scope
- 13:45A-17.2 Definitions
- 13:45A-17.3 Registration required
- 13:45A-17.4 Exemptions
- 13:45A-17.5 Initial and renewal applications
- 13:45A-17.6 Disclosure statement
- 13:45A-17.7 Duty to update information
- 13:45A-17.8 Requirement to cooperate
- 13:45A-17.9 Refusal to issue, suspension or revocation of registration; hearing; other sanctions
- 13:45A-17.10 Reinstatement of suspended registration
- 13:45A-17.11 Ownership and use of registration number; replacement and duplicate certificates
- 13:45A-17.12 Mandatory commercial general liability insurance
- 13:45A-17.13 Requirements of certain home improvement contracts
- 13:45A-17.14 Fees

SUBCHAPTER 18. PLAIN LANGUAGE REVIEW

- 13:45A-18.1 Fee for contract review

SUBCHAPTER 19. PETITION FOR RULEMAKING

- 13:45A-19.1 Petition for promulgating, amending or repealing rules

SUBCHAPTER 20. REALE OF TICKETS OF ADMISSION TO PLACES OF ENTERTAINMENT

- 13:45A-20.1 Definitions
- 13:45A-20.1A (Reserved)
- 13:45A-20.2 Registration
- 13:45A-20.3 Fees; new or renewal certificate of registration
- 13:45A-20.4 Place of business
- 13:45A-20.5 Sale or exchange
- 13:45A-20.6 Records
- 13:45A-20.7 Advertising

SUBCHAPTER 21. REGULATIONS CONCERNING THE SALE OF FOOD REPRESENTED AS KOSHER

- 13:45A-21.1 Definitions
- 13:45A-21.2 Disclosure requirements
- 13:45A-21.3 Labeling requirements
- 13:45A-21.4 Recordkeeping requirements
- 13:45A-21.5 Filing requirements
- 13:45A-21.6 Inspections of dealers
- 13:45A-21.7 Unlawful practices
- 13:45A-21.8 Presumptions

SUBCHAPTER 22. HALAL FOOD

- 13:45A-22.1 Purpose and scope
- 13:45A-22.2 Definitions
- 13:45A-22.3 Disclosure statement; posting of disclosure
- 13:45A-22.4 Oral disclosure
- 13:45A-22.5 Reliance on representation; good faith; defense
- 13:45A-22.6 Recordkeeping requirements
- 13:45A-22.7 Presumptions
- 13:45A-22.8 Inspection of dealers
- 13:45A-22.9 (Reserved)
- 13:45A-22.10 Unlawful practices

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

SUBCHAPTER 23. DECEPTIVE PRACTICES
CONCERNING WATERCRAFT REPAIR

- 13:45A-23.1 Definitions
13:45A-23.2 Deceptive practices: watercraft repairs

SUBCHAPTER 24. TOY AND BICYCLE SAFETY

- 13:45A-24.1 Purpose and scope
13:45A-24.2 Reporting of toy-related injuries
13:45A-24.3 Recall notices for children's products
13:45A-24.4 Bicycle safety notices

SUBCHAPTER 24A. FLAME RESISTANCE STANDARDS
FOR TENTS AND SLEEPING BAGS

- 13:45A-24A.1 Definitions
13:45A-24A.2 Flame resistance standards

SUBCHAPTER 25. SELLERS OF HEALTH CLUB
SERVICES

- 13:45A-25.1 "Health club" defined
13:45A-25.2 Registration; fees
13:45A-25.3 Exemption from registration
13:45A-25.4 Exemption from security requirement
13:45A-25.5 Documentation of maintenance of security
13:45A-25.6 Violations; sanctions

SUBCHAPTER 26. AUTOMOTIVE DISPUTE RESOLUTION

- 13:45A-26.1 Purpose and scope
13:45A-26.2 Definitions
13:45A-26.3 Statements to consumer; other notices
13:45A-26.4 Lemon Law Unit
13:45A-26.5 Preliminary steps to initiate a Lemon Law action within the Division of Consumer Affairs Lemon Law Unit
13:45A-26.6 Eligibility
13:45A-26.7 Application
13:45A-26.8 Filing fee
13:45A-26.9 Processing of applications
13:45A-26.10 Notification and scheduling of hearings
13:45A-26.11 Computation of refund
13:45A-26.12 Final decision
13:45A-26.13 Appeals
13:45A-26.14 Manufacturer's reporting requirements
13:45A-26.15 Index of disputes

SUBCHAPTER 26A. MOTOR VEHICLE ADVERTISING
PRACTICES

- 13:45A-26A.1 Scope
13:45A-26A.2 Application
13:45A-26A.3 Definitions
13:45A-26A.4 Bait and switch
13:45A-26A.5 Advertisements; mandatory disclosure requirements in all advertisements for sale
13:45A-26A.6 Advertisements; mandatory disclosure in advertisements for lease of a new or used motor vehicle
13:45A-26A.7 Unlawful advertising practices
13:45A-26A.8 Certain credit and installment sale advertisements
13:45A-26A.9 On-site disclosures
13:45A-26A.10 Record of transactions

SUBCHAPTER 26B. AUTOMOTIVE SALES PRACTICES

- 13:45A-26B.1 Definitions
13:45A-26B.2 Unlawful practices

SUBCHAPTER 26C. AUTOMOTIVE REPAIRS

- 13:45A-26C.1 Definitions
13:45A-26C.2 Deceptive practices; automotive repairs

SUBCHAPTER 26D. TIRE DISTRIBUTORS AND DEALERS

- 13:45A-26D.1 General provisions
13:45A-26D.2 Deceptive practices
13:45A-26D.3 Violations

SUBCHAPTER 26E. MOTORIZED WHEELCHAIR
DISPUTE RESOLUTION

- 13:45A-26E.1 Purpose and scope
13:45A-26E.2 Definitions
13:45A-26E.3 Manufacturer warranty
13:45A-26E.4 Wheelchair Lemon Law Unit
13:45A-26E.5 Repair of nonconformity
13:45A-26E.6 Eligibility
13:45A-26E.7 Application
13:45A-26E.8 Filing fee
13:45A-26E.9 Processing of applications
13:45A-26E.10 Notification and scheduling of hearings
13:45A-26E.11 Computation of refund
13:45A-26E.12 Final decision
13:45A-26E.13 Appeals
13:45A-26E.14 Manufacturer's informal dispute resolution system
13:45A-26E.15 Index of disputes

SUBCHAPTER 26F. UNFAIR TRADE PRACTICES—USED
MOTOR VEHICLES—SALE AND WARRANTY

- 13:45A-26F.1 Purpose and scope
13:45A-26F.2 Definitions
13:45A-26F.3 Dealer warranty; form; scope; purchaser's obligations
13:45A-26F.4 Waiver of warranty
13:45A-26F.5 Bond requirement
13:45A-26F.6 Administrative fee
13:45A-26F.7 Procedures regarding repair of material defect
13:45A-26F.8 Used Car Lemon Law Unit; duties; address
13:45A-26F.9 Procedures for resolving a complaint
13:45A-26F.10 Application for dispute resolution
13:45A-26F.11 Processing of applications
13:45A-26F.12 Notification of scheduling of hearings
13:45A-26F.13 Final decision
13:45A-26F.14 Computation of refund
13:45A-26F.15 Appeals
13:45A-26F.16 Dealer's informal dispute resolution procedures
13:45A-26F.17 Index of disputes
13:45A-26F.18 Violations

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

SUBCHAPTER 27. NEW JERSEY UNIFORM
PRESCRIPTION BLANKS PROGRAM

- 13:45A-27.1 Purpose and scope
13:45A-27.2 Definitions
13:45A-27.3 NJPB required for prescriptions
13:45A-27.4 Recordkeeping, reporting, and security requirements for licensed prescribers, healthcare facilities, and pharmacists
13:45A-27.5 Group practice
13:45A-27.6 Vendor application
13:45A-27.7 Manufacture and distribution by approved vendors; withdrawal or termination from NJPB program
13:45A-27.8 NJPB printing specifications
13:45A-27.9 Vendor requirements

13:45A-25.5 Documentation of maintenance of security

Each establishment which has posted a bond as security shall maintain complete and accurate records relating to the bond and premium payments made thereon. Each establishment which has posted a letter of credit or provided other security acceptable to the Director of the Division shall maintain complete and accurate records relating to those items. These records shall be available on the premises of the establishment for review by the Director or his or her designated representative on any operating day.

13:45A-25.6 Violations; sanctions

Without limiting the prosecution of any other practices which may be unlawful under the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq., any violation of the provisions of this subchapter shall be subject to the sanctions contained in the Consumer Fraud Act.

**SUBCHAPTER 26. AUTOMOTIVE DISPUTE
RESOLUTION**
Cross References

Special rules regarding disputes arising under the New Jersey Lemon Law, see N.J.A.C. 1:13A.

Law Review and Journal Commentaries

Expert testimony not required in Lemon Law suits, court says. *Matt Ackermann*, 150 N.J.L.J. 609 (1997).

13:45A-26.1 Purpose and scope

(a) The purpose of this subchapter is to implement the Lemon Law, P.L. 1988, c.123, by establishing an automotive dispute resolution system within the Division of Consumer Affairs in conjunction with the Office of Administrative Law. The subchapter also sets forth the method of refund computation, and details the reporting requirements and procedure for publication of compliance records of manufacturers of motor vehicles.

(b) This subchapter is applicable to:

1. All manufacturers of passenger cars and motorcycles registered, sold or leased in the State of New Jersey;
2. All purchasers and lessees of passenger cars and motorcycles registered, sold or leased in the State of New Jersey; and
3. Dealers servicing such vehicles whether their service facilities are located within or outside of the State.

Amended by R.1992 d.236, effective June 1, 1992.

See: 24 N.J.R. 53(a), 24 N.J.R. 2063(a).

Revised (b).

Case Notes

Lemon Law relief denied for paint chipping. *Zurita v. Mitsubishi Motor Sales*, OAL Dkt. No. CMA 11788-07, 2007 N.J. AGEN LEXIS

795, Initial Decision (December 12, 2007, deemed adopted, 2008 N.J. AGEN LEXIS 43 (January 1, 2008)).

Intermittent lighting of the brake light constituted a nonconformity under the Lemon Law; a warning light system that is unreliable creates an unsafe condition, and thus constitutes a nonconformity under the Lemon Law. *Fondoules v. Ford Motor Co.*, OAL Dkt. No. CMA 6099-07, 2007 N.J. AGEN LEXIS 854, Final Decision (November 30, 2007).

Initial Decision (2007 N.J. AGEN LEXIS 729) adopted, which denied Lemon Law relief where the consumer alleged a constant, loud engine knocking noise and the engine pistons had been improved on models manufactured after the consumer's vehicle; the manufacturer's expert testified that the vehicle fell within the normal standards for internal combustion engine noise. *He v. Lexus Division, Toyota Motor Sales, USA, Inc.*, OAL Dkt. No. CMA 8224-07, 2007 N.J. AGEN LEXIS 956, Final Decision (November 20, 2007).

Adopting Initial Decision's conclusion that repeated lighting of the air bag warning light, when it was from a variety of causes, constituted a substantial impairment to the use or safety of the vehicle within the meaning of the Lemon Law statute and regulations (adopting and modifying 2007 N.J. AGEN LEXIS 767). *Miller v. Hyundai Motor America*, OAL Dkt. No. CMA 00035-07, 2007 N.J. AGEN LEXIS 955, Final Decision (November 7, 2007).

Consumer did not show that a minivan's pronounced pull substantially impaired its use since the consumer drove the vehicle more than 22,000 miles; however, under the mixed objective/subjective standard, the consumer met the burden of demonstrating that the pull rendered the vehicle unsafe within the meaning of the Lemon Law. *Dymko v. American Honda Motor Co.*, OAL Dkt. No. CMA 00977-07, 2007 N.J. AGEN LEXIS 586, Initial Decision (August 10, 2007).

Lemon Law claim failed, where consumer's complaints of pulling to the left, intermittent stalling upon starting, and loss of power could not be replicated despite extensive road testing. *Pezzuto v. American Honda Motor Co.*, OAL Dkt. No. CMA 10398-06, 2006 N.J. AGEN LEXIS 958, Initial Decision (November 2, 2006).

Insufficient competent and credible evidence was submitted that the problem with the vehicle's power sliding doors continued to exist, and thus Lemon Law relief was denied; in addition, the manufacturer contended that certain damage to a vehicle's power sliding doors was a result of an external force rather than a mechanical or electrical problem, the electronic door switch was an option, the doors could be operated manually, and the consumers had continued to use the vehicle. *Blath v. Mazda North American Operations*, OAL Dkt. No. CMA 4568-06, 2006 N.J. AGEN LEXIS 886, Initial Decision (October 25, 2006).

Initial Decision (2006 N.J. AGEN LEXIS 697) adopted, which concluded that a rattle-type noise heard in the front of the consumer's vehicle when going over bumps did not warrant Lemon Law relief; although struts were replaced numerous times, an upgraded strut was installed that alleviated the problem and there was no convincing evidence of substantial impairment of safety, value, or use. *Jones v. Nissan North America, Inc.*, OAL Dkt. No. CMA 7669-06, 2006 N.J. AGEN LEXIS 764, Final Decision (August 31, 2006).

Predominant use of the consumer's pickup truck was personal, and not commercial, and consequently the consumer was entitled to Lemon Law relief, where (1) the truck was not registered commercially, and did not have commercial license plates nor any lettering or advertising on it; and (2) the consumer, who co-owned a company that installed doors and windows, testified that he drove 100 to 200 miles per week on business-related matters — half of this for travel to business sites in residential areas, where he would install windows and doors on homes, and half to give estimates, mostly on the weekend. *Morehouse v. Ford Motor Co.*, OAL Dkt. No. CMA 4569-06, 2006 N.J. AGEN LEXIS 762, Final Decision (August 22, 2006, modified, 2006 N.J. AGEN LEXIS 855 (September 14, 2006) (supplementary order regarding calculation of refund).

Annoyances and inconveniences do not constitute substantial impairment under the Lemon Law, and consumer failed to provide any objective evidence of transmission shifting. *Post v. Daimler Chrysler*

Motor Co., OAL Dkt. No. CMA 05815-06, 2006 N.J. AGEN LEXIS 399, Initial Decision (June 14, 2006).

Initial Decision (2006 N.J. AGEN LEXIS 357) adopted, which concluded that Lemon Law claimant had not established an alleged brake "dragging" effect substantially impairing the use, safety, or value of the leased vehicle. *Allen v. Ford Motor Co.*, OAL Dkt. No. CMA 05173-06, 2006 N.J. AGEN LEXIS 527, Final Decision (June 14, 2006).

Lemon Law relief rejected, where there was insufficient evidence of abnormal pulling and steering wheel vibration and no substantial impairment of use; the lessee had full use of the vehicle other than for four days and drove it about 1,000 miles per month. *Capizzi v. Nissan North American, Inc.*, OAL Dkt. No. CMA 01846-06, 2006 N.J. AGEN LEXIS 356, Initial Decision (May 12, 2006).

Initial Decision (2006 N.J. AGEN LEXIS 151) adopted, which concluded that repeated and frustrating efforts in starting the engine, which, according to the manufacturer's own expert witness, should have started within the industry standard of four seconds, constituted a nonconformity which impaired the vehicle's use under the Lemon Law. *San Martino v. Mazda North American Operations*, OAL Dkt. No. CMA 01737-06, 2006 N.J. AGEN LEXIS 524, Final Decision (March 31, 2006).

Initial Decision (2006 N.J. AGEN LEXIS 62) adopted, which found that the operation of the resume function on consumer's cruise control was consistent with the normal operation of the vehicle and not a nonconformity under the Lemon Law. *Ciraulo v. Daimler Chrysler Motor Co.*, OAL Dkt. No. CMA 110-06, 2006 N.J. AGEN LEXIS 146, Final Decision (February 22, 2006).

Defect existed in the functioning of the consumer's windshield wipers, whereby the wipers did not clear rain, snow, sleet, or wiper fluid from the windshield in cold weather, and this defect was a substantial impairment of use or safety under the Lemon Law; despite ample time, the manufacturer did not repair the defect. *Dasilva v. Ford Motor Co.*, OAL Dkt. No. CMA 7782-04, 2005 N.J. AGEN LEXIS 1067, Final Decision (December 22, 2005).

Lemon Law claimant need not establish the cause of the defect. *Dasilva v. Ford Motor Co.*, OAL Dkt. No. CMA 7782-04, 2005 N.J. AGEN LEXIS 1067, Final Decision (December 22, 2005).

Initial Decision adopted (2005 N.J. AGEN LEXIS 632), which concluded that a vehicle's navigation system that did not always provide correct directions did not constitute a nonconformity under the Lemon Law. *Maffeo v. Mercedes-Benz USA, Inc.*, OAL Dkt. No. CMA 6020-05, 2005 N.J. AGEN LEXIS 1127, Final Decision (November 18, 2005).

Initial Decision (2005 N.J. AGEN LEXIS 369) adopted, which found that the subject vehicle's excessive oil consumption and engine tapping noise were nonconformities under the Lemon Law and that no expert testimony was needed to establish that the defects substantially impaired the vehicle's use and value. *Carvalho v. Isuzu Motors America, Inc.*, OAL Dkt. No. CMA 4127-05, 2005 N.J. AGEN LEXIS 1126, Final Decision (August 12, 2005).

Dismissal of Lemon Law complaint due to failure to establish material defect in commercial vehicle affirmed. *Romano v. Ford*, 97 N.J.A.R.2d (CMA) 138.

Application to vacate completed settlement agreement denied. *Martin v. Hyundai Motor America*, 97 N.J.A.R.2d (CMA) 115.

Lemon law petition dismissed for additional use of vehicle. *Riley v. Volkswagen, U.S., Inc.*, 97 N.J.A.R.2d (CMA) 111.

Failure to substantiate new car defect complaints defeats lemon law claim. *Ghahramni v. Nissan Motor Corporation*, 97 N.J.A.R.2d (CMA) 101.

Lack of objective evidence of transmission defect defeats lemon law claim. *Gennusa v. Mercedes-Benz of North America*, 97 N.J.A.R.2d (CMA) 89.

Failure to comply with statutory requirements bars consumer's lemon law claim. *Hefler v. Chrysler Motor Corporation*, 97 N.J.A.R.2d (CMA) 85.

Lemon law complaints require adequate opportunity to repair and actual nonconformity affecting car's use, value or safety. *Solomon v. Hyundai Motor Corporation, USA*, 97 N.J.A.R.2d (CMA) 80.

Commercial vehicle ineligible for relief under Lemon Law. *Rivera v. Chrysler Motor Corporation*, 97 N.J.A.R.2d (CMA) 55.

Lack of objective evidence defeats consumer's lemon law claim. *Tattersall v. Chrysler Motor Corporation*, 97 N.J.A.R.2d (CMA) 49.

Lack of evidence defeats consumer's lemon law claim. *Olszewski v. Chrysler Motor Corp.*, 97 N.J.A.R.2d (CMA) 46.

New car noise not qualifying nonconforming defect under lemon law. *Nebbia v. Nissan Motor Company*, 97 N.J.A.R.2d (CMA) 44.

Easily repairable nonconformity precludes lemon law relief. *Lee v. Hyundai Motor of America*, 97 N.J.A.R.2d (CMA) 41.

Multiple out-of-service repair attempts without fixing car's serious electrical malfunctions justifies lemon law relief. *Parrish v. Saab-Scania of America*, 97 N.J.A.R.2d (CMA) 38.

New car's vibration noise fails to qualify as lemon law nonconformity. *Marder v. Chrysler Corporation*, 97 N.J.A.R.2d (CMA) 34.

New car's infrequent stalling fails to meet lemon law standard. *Tenido v. Chrysler Motor Corporation*, 97 N.J.A.R.2d (CMA) 33.

Leased car's use and safety substantially impaired by engine's hesitation arising from inherent defect. *Pertain v. Mitsubishi Motor Sales of America*, 97 N.J.A.R.2d (CMA) 23.

Automobile purchaser was not entitled to Lemon Law relief for defect which recurred two years after successful repair. *Fowler-Fernandez v. Volkswagen United States, Inc.*, 96 N.J.A.R.2d (CMA) 190.

Van's commercial design does not preclude Lemon Law complaint so long as van is not used commercially. *Short v. Ford Motor Company*, 96 N.J.A.R.2d (CMA) 185.

Lemon Law does not provide relief for nonconformities which occur above legal speed limit. *Sher v. Buick Motor Division*, 96 N.J.A.R.2d (CMA) 109.

Truck purchased primarily for commercial use not covered under Lemon Law. *Maino v. Ford Motor Company*, 96 N.J.A.R.2d (CMA) 32.

Car suffering from collision damage not subject to Lemon Law remedy. *Lloyd-Brown v. Hyundai Motor Corporation*, 96 N.J.A.R.2d (CMA) 6.

13:45A-26.2 Definitions

As used in this subchapter, the following words shall have the following meanings:

"Days" means calendar days.

"Director" means the Director of the Division of Consumer Affairs.

"Dispute Resolution System" means a procedure established by the Division of Consumer Affairs and the Office of Administrative Law for the resolution of disputes regarding motor vehicle nonconformity(s) through summary administrative hearings.