

Rough idle and rattle was not impairment in use, value and safety as to constitute a nonconforming vehicle. *Scanlon v. Volkswagen of America, Inc.*, 92 N.J.A.R.2d (CMA) 190.

Excessive bounciness and swaying and creaking noises did not constitute nonconformity. *Ostrovsky v. Toyota Motor Sales*, 92 N.J.A.R.2d (CMA) 187.

Sudden excessive revving was defect or nonconformity which substantially impaired use, safety or value of vehicle. *Bertucci v. Chrysler Motor Corp.*, 92 N.J.A.R.2d (CMA) 185.

Stalling and electrical failures interfered with reasonable enjoyment and safe operation of vehicle entitling owner to relief under Lemon Law. *Baccigalupi v. Hyundai Motor America*, 92 N.J.A.R.2d (CMA) 182.

Oil pump rotor damage and consequences following oil changes by owner was substantial defect for which neither the dealer nor the manufacturer was liable under the Lemon Law. *Purcell v. Kawasaki Motors Corporation, U.S.A.*, 92 N.J.A.R.2d (CMA) 177.

Rattles did not use to a level for which Lemon Law relief was appropriate. *George v. Acura Div.-American Honda Motor Co., Inc.*, 92 N.J.A.R.2d (CMA) 175.

Vehicle pulling and vibrating was substantially impaired in use, value and safety. *Kaufman v. Mercedes-Benz of North America*, 92 N.J.A.R.2d (CMA) 171.

Rough engine idle was not substantial impairment. *Wilson v. Hyundai Motor America*, 92 N.J.A.R.2d (CMA) 169.

Emission of odor and low gasoline mileage constituted substantial impairment. *Ryan v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 165.

Vehicle pulling sideways at least three feet within a 60 foot stop entitled the owner to relief under the Lemon Law. *Cranston v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 160.

Vehicle contained fuel pump defect which constituted a nonconformity. *Stanford v. Toyota Motor Sales, U.S.A., Inc.*, 92 N.J.A.R.2d (CMA) 155.

Failure of anti-lock brake system constituted a nonconformity. *Slusarczyk v. Chrysler Corporation*, 92 N.J.A.R.2d (CMA) 151.

Neither squealing noise nor a "popping" noise constituted a condition which substantially impaired the use, safety or value of the vehicle. *Kuras v. Chrysler Motor Corp.*, 92 N.J.A.R.2d (CMA) 149.

Pulsating/knocking noise would not impair the safety or use of vehicle. *Ruff v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 147.

Steering mechanism had design defect substantially impairing the value of the vehicle. *Watkins v. Chevrolet Motor Division, General Motors Corporation*, 92 N.J.A.R.2d (CMA) 144.

Nonconformity as defined in the Lemon Law existed in vehicle with steering problems. *Shannon v. Buick Motor Division, General Motors Corporation*, 92 N.J.A.R.2d (CMA) 142.

Proof failed to establish veering of vehicle on sudden braking. *Breitman v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 140.

Failure of judge to hear noise on a test drive and continued driving of the vehicle after report of problem indicated that nonconformity did not exist. *Compolo v. Chrysler Corporation*, 92 N.J.A.R.2d (CMA) 138.

Continued repair efforts did not prove nonconformity of the vehicle under the Lemon Law. *Bennett v. Chrysler Motor Corporation*, 92 N.J.A.R.2d (CMA) 137.

Clanging, rumbling and vibration in the drive shaft substantially affected the use of sports utility vehicle and entitled the purchaser to relief under Lemon Law. *Ward v. Chrysler Motor Corp.*, 92 N.J.A.R.2d (CMA) 133.

Continuing tire air loss constituted a nonconformity which entitled owner of vehicle right to restitution under Lemon Law. *McCarthy v. Hyundai Motor America*, 92 N.J.A.R.2d (CMA) 132.

Smell from the air conditioning and wind noise from the windows was not substantial impairment of the use of the vehicle. *Galvano v. American Honda Motor Co., Inc.*, 92 N.J.A.R.2d (CMA) 130.

Rattle was not a substantial impairment of the value of the car. *Hirschorn v. Acura Division-American Honda Motor Co., Inc.*, 92 N.J.A.R.2d (CMA) 129.

Leak was a nonconformity under the Lemon Law. *Black v. Volvo North America Corporation*, 92 N.J.A.R.2d (CMA) 123.

Vibration due to transmission with a lock-up torque converter was not nonconformity within the Lemon Law. *Gentile v. Chevrolet Motor Division, General Motors Corporation*, 92 N.J.A.R.2d (CMA) 120.

Vehicle contained a defect which constituted a nonconformity which impaired the use, safety and value of the vehicle. *Berrie v. Toyota Motor Sales, U.S.A., Inc.*, 92 N.J.A.R.2d (CMA) 117 affirmed 267 N.J. Super. 152.

Leak was a nonconformity which substantially impaired the value of the vehicle. *Cappuccio v. Hyundai Motor America*, 92 N.J.A.R.2d (CMA) 114.

Intermittent rattle and claimed vibration in the steering column failed to establish right to relief under the Lemon Law. *Longa v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 111.

Finish of car did not constitute a nonconformity within the Lemon Law. *Rottenberg v. Volkswagen of America, Inc.*, 92 N.J.A.R.2d (CMA) 109.

Squeaking brakes substantially impaired vehicle use, value or safety, and entitled owner to full restitution. *Pardo v. Chevrolet Motor Division*, 92 N.J.A.R.2d (CMA) 105.

Corrected nonconformity of exterior paint of car was not basis for relief under the Lemon Law. *Ferrara v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 93.

Transmission slippage was not a sufficient defect to constitute a nonconformity under the Lemon Law. *Roe v. Chrysler Motor Corp.*, 92 N.J.A.R.2d (CMA) 91.

Repair of rattle negated any claim for nonconformity under the Lemon Law. *Pagano v. General Motors Corporation*, 92 N.J.A.R.2d (CMA) 87.

Transmission defects caused by impact of external force, and results of repair and/or maintenance not authorized by the manufacturer, did not allow the owner the right of recovery under the Lemon Law. *Lugo v. Hyundai Motor America*, 92 N.J.A.R.2d (CMA) 84.

Uncorrectable water leak constituted a substantial impairment of value which allowed the owner to relief under the Lemon Law. *Pak v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 80.

Vehicle noisier than the owner desired, and without the gas mileage which the owner expected, was not so defective as to constitute a nonconformity. *Frison v. Toyota Motor Sales, U.S.A.*, 92 N.J.A.R.2d (CMA) 75.

Noises were not nonconformity which would impair use, value or safety of vehicle. *Dogra v. Mitsubishi Motor Sales of America, Inc.*, 92 N.J.A.R.2d (CMA) 73.

Transmission slippage and whining and clanking did not constitute a condition or defect which substantially impaired the use, value or safety of the vehicle. *Valentini v. Chrysler Motor Corporation*, 92 N.J.A.R.2d (CMA) 70.

Transmission with design defect entitled owner to restitution under the Lemon Law. *Mills v. Chrysler Motor Corporation*, 92 N.J.A.R.2d (CMA) 68.

Failure of the headlights and wipers entitled the owner to relief under the Lemon Law. *Marley v. Hyundai Motor America*, 92 N.J.A.R.2d (CMA) 62.

Engine noise did not constitute a nonconformity. *Spadavecchia v. Toyota Motor Corporation*, 92 N.J.A.R.2d (CMA) 59.

Leaks of water into the passenger compartment and engine starting defect constituted a nonconformity under the Lemon Law. *Hartzell v. Porsche Cars North America, Inc.*, 92 N.J.A.R.2d (CMA) 55.

Grinding and noisy brakes demonstrated a nonconformity which substantially impaired the use, safety and value of the vehicle. *Davis v. Mazda Motor of America*, 92 N.J.A.R.2d (CMA) 53.

Racing of engine failed to establish a nonconformity under the Lemon Law. *Quairoli v. Chrysler Motor Corporation, Inc.*, 92 N.J.A.R.2d (CMA) 51.

Screeching brakes did not substantially impair use, value or safety of vehicle. *Friedberg v. Volvo Cars of North America*, 92 N.J.A.R.2d (CMA) 47.

Vehicle was not subject to the defect of a "body boom", but was the normal condition for the vehicle as modified, and did not constitute a nonconformity under the Lemon Law. *Palamara v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 45.

Neither rattling noise, ignition switch problem, nor misalignment of the steering wheel constituted a nonconformity under Lemon Law. *Kochie v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 39.

Transmission problems constituted a nonconformity which substantially impaired the use, safety or value of the vehicle and entitled the purchaser to restitution. *Caprio v. American Honda Motor Company, Inc.*, 92 N.J.A.R.2d (CMA) 36.

Transmission problem was nonconformity which substantially impaired the use, safety or value of the vehicle and entitled the buyer to full restitution. *Hopke v. Chrysler Motor Corporation*, 92 N.J.A.R.2d (CMA) 33.

Transmission and other claimed defects did not establish the existence of a bona fide defect or condition substantially impairing the use, value or safety. *Deitelbaum v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 30.

Acid rain damage is not covered by Lemon Law. *Mavuro v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 26.

Transmission drag did not rise to the level of a substantial impairment to the use, safety, or market value of the vehicle. *Boyd v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 24.

Stalling for no apparent reason was not substantial impairment in use, value and safety within the statutory standard for relief under the Lemon Law. *Cortes v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 23.

No sufficient evidence that a defect or nonconformity which affected its use, safety or value existed. *Trifun v. World-Wide Volkswagen Corp.*, 92 N.J.A.R.2d (CMA) 20.

Absence of testimony to the effect on value or safe use made a claim under the Lemon Law unavailable. *Rosko v. General Motors Corporation*, 92 N.J.A.R.2d (CMA) 18.

Clicking noise was not a substantial impairment under the Lemon Law. *Greenbaum v. Ford Motor Co.*, 92 N.J.A.R.2d (CMA) 16.

Unauthorized modification or alteration did not constitute a "nonconformity" within the Lemon Law. *Mount v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 13.

Unsuccessful repair entitled the owner to a claim under the Lemon Law. *Quinton v. GMC Truck, D.M.A.C. Operation*, 92 N.J.A.R.2d (CMA) 5.

Convertible having water leak was not "nonconformity" under the Lemon Law. *Chudzinski v. Chrysler Motor Corporation*, 92 N.J.A.R.2d (CMA) 1.

Rattle and rumbling noise did not cause motor vehicle to be a "nonconformity" under the Lemon Law. *Stewart v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 1.

Evidence was insufficient to find that motor vehicle had any unusual vibration. N.J.S.A. 56:12-30, 56:12-31, 56:12-32, 56:12-40, 56:12-33. *Nolin v. Ford Motor Co.*, 91 N.J.A.R.2d (CMA) 19.

Automobile used excessive amounts of oil; nonconformity which substantially impaired its safety, use, and value. N.J.S.A. 56:12-29, 56:12-30, 56:12-31, 56:12-32, 56:12-34, 56:12-42. *Antunes v. Mitsubishi Motor Sales of America, Inc.*, 91 N.J.A.R.2d (CMA) 14.

Rattle in wheels presented a safety hazard with respect to use of the vehicle. N.J.S.A. 13:45A-26.11, 56:12-29 et seq., 56:12-33. *Sager v. Nissan Motor Corp.*, 91 N.J.A.R.2d (CMA) 11.

Humming and vibrations substantially impaired use and value of the vehicle under the Lemon Law. N.J.S.A. 56:12-29 et seq. *Zuelch v. Ford Motor Co.*, 91 N.J.A.R.2d (CMA) 7.

Gear noise was not defect. N.J.S.A. 56:12-29 et seq., 56:12-30. *Weaver v. Hyundai Motor America*, 91 N.J.A.R.2d (CMA) 6.

Overheated engine and loss of fluids, malfunctioning air conditioning system, and smell of exhaust fumes inside car, did not justify refund of purchase price. N.J.S.A. 56:12-29 et seq., 56:12-31. *Gilliard v. Ford Motor Co.*, 91 N.J.A.R.2d (CMA) 4.

Excessive vibration was not a defect. N.J.S.A. 56:12-29 et seq. *McClintock v. Chrysler Motor Corp.*, 91 N.J.A.R.2d (CMA) 2.

Pick-up was not a passenger vehicle under the state Lemon Law. N.J.S.A. 39:1-1, 56:12-29 et seq. *Hund v. Ford Motor Co.*, 91 N.J.A.R.2d (CMA) 1.

13:45A-26.3 Statements to consumer; other notices

(a) At the time of purchase or lease of a motor vehicle in the State of New Jersey, the manufacturer, through its dealer or lessor, shall provide the following written statement directly to the consumer on a separate piece of paper, in 10-point bold-face type:

"IMPORTANT: IF THIS VEHICLE IS DEFECTIVE, YOU MAY BE ENTITLED UNDER NEW JERSEY LAW TO A REFUND OF THE PURCHASE PRICE OR YOUR LEASE PAYMENTS. FOR COMPLETE INFORMATION REGARDING YOUR RIGHTS AND REMEDIES UNDER THE RELEVANT LAW, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS, LEMON LAW UNIT, AT POST OFFICE BOX 45026, 124 HALSEY STREET, NEWARK, NEW JERSEY 07101, TEL. NO. (201) 504-6226."

The manufacturer, through its dealer or lessor, shall maintain a record substantiating compliance with this section and shall make the record available to the Division upon request.

(b) If a motor vehicle is returned to the manufacturer under the provisions of the Lemon Law or a similar statute of another state or as the result of a legal action or an informal dispute settlement procedure, the motor vehicle shall not be resold or released in New Jersey unless the following steps are taken:

1. Immediately upon receipt of the vehicle, the manufacturer, its agent, or a dealer who accepts the vehicle shall cause the words "R—RETURNED TO MANUFACTURER UNDER LEMON LAW OR OTHER PROCEEDING" to be clearly and conspicuously stamped on the face of the original certificate of title, the manufacturer's statement of origin, or other evidence of ownership.

2. Within 10 days of receipt of the vehicle, the manufacturer, its agent, or a dealer who accepts the vehicle shall submit a copy of the stamped document to the Special Title Section of the Division of Motor Vehicles to indicate that title to the vehicle shall be permanently branded.

3. The manufacturer shall provide to the dealer or lessor, and the dealer or lessor shall provide to the consumer prior to the resale or release of the motor vehicle a copy for the consumer's records of the following statement on a separate piece of paper, in 10-point boldface type:

NOTICE OF NONCONFORMITY

"IMPORTANT: THIS VEHICLE WAS RETURNED TO THE MANUFACTURER BECAUSE IT DID NOT CONFORM TO THE MANUFACTURER'S WARRANTY AND THE NONCONFORMITY WAS NOT CORRECTED WITHIN A REASONABLE TIME AS PROVIDED BY LAW."

(This notice is required under the New Jersey "Lemon Law", N.J.S.A. 56:12-1 et seq., for vehicles that have been replaced or repurchased by the manufacturer as the result of any one of the following: a court judgment, or a final decision pursuant to a hearing or settlement by the Office of Administrative Law, or an arbitration proceeding between the manufacturer or its agent and a consumer.)

4. Upon delivery to the consumer of the statement in (b)3 above the dealer or lessor shall obtain from the consumer a signed receipt, on a separate sheet of paper, which shall state the following, in underlined 10-point boldface type:

"I ACKNOWLEDGE RECEIPT OF NOTICE OF NONCONFORMITY OF THIS VEHICLE, VIN NO. _____ AS REQUIRED BY N.J.S.A. 56:12-35 (THE 'LEMON LAW')."

Alternatively, the dealer or lessor may fulfill this requirement by making the following notation in underlined boldface type on the front page of the vehicle buyer order form or the lease form:

"NOTICE OF NONCONFORMITY OF THIS VEHICLE, VIN NO. _____, HAS BEEN PROVIDED TO THE PURCHASER OR LES-

SEE, AS REQUIRED BY N.J.S.A. 56:12-35 (THE 'LEMON LAW')."

5. The manufacturer, dealer or lessor shall notify the Special Title Section of the Division of Motor Vehicles of the resale or release of the vehicle by requesting transfer of the branded title to the new owner or lessor, in writing.

(c) Each time a consumer's motor vehicle is returned from being examined or repaired during the term of protection, the manufacturer through its dealer shall provide to the consumer an itemized, legible statement of repair which indicates any diagnosis made and all work performed on the vehicle; the statement of repair shall provide at least the following information:

1. A description or identification of the problem reported by the consumer or an identification of the defect or condition;

2. A specific description of the repair work performed.

3. The amount charged for parts and the amount charged for labor, if paid by the consumer;

4. The date and the odometer reading when the vehicle was submitted for repair; and

5. The date and the odometer reading when the vehicle was made available to the consumer.

(d) Failure to comply with the provisions of this section shall be a violation of the Consumer Fraud Act, N.J.S.A. 56:8-1 et seq.

Administrative Change.

See: 25 N.J.R. 1516(b).

Amended by R.1994 d.176, effective April 4, 1994.

See: 25 N.J.R. 3939(a), 26 N.J.R. 1535(a).

Amended by R.1995 d.618, effective December 4, 1995.

See: 27 N.J.R. 3566(a), 27 N.J.R. 4899(b).

13:45A-26.4 Lemon Law Unit

(a) There is established within the Division of Consumer Affairs a section processing Lemon Law matters, to be known as the Lemon Law Unit (LLU).

(b) The Lemon Law Unit shall upon request provide consumers with a brochure setting forth:

1. Information regarding a consumer's rights and remedies under the relevant law; and

2. The procedure to be followed in order to participate in the various dispute resolution systems.

(c) All correspondence by consumers or manufacturers to the Division of Consumer Affairs regarding Lemon Law matters shall be directed to the attention of the Lemon Law Unit, as follows:

Division of Consumer Affairs
Lemon Law Unit
Post Office Box 45026, 124 Halsey Street
Newark, New Jersey 07101
Telephone (201) 504-6226

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

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

Revised (c).

Administrative Change.

See: 25 N.J.R. 1516(b).

Amended by R.1994 d.176, effective April 4, 1994.

See: 25 N.J.R. 3939(a), 26 N.J.R. 1535(a).

13:45A-26.5 Preliminary steps

(a) To initiate a claim under the Lemon Law, written notification of the potential claim must be sent certified mail, return receipt requested, by or on behalf of a consumer, to the manufacturer of a nonconforming motor vehicle if either of the following occurs during the first 18,000 miles of operation or within 24 months after the date of original delivery, whichever is earlier:

1. Substantially the same nonconformity has been subject to repair two or more times by the manufacturer or its dealer and the nonconformity continues to exist; or
2. The motor vehicle has been out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more days since the original delivery of the motor vehicle, and a nonconformity continues to exist.

(b) The manufacturer by law has one more opportunity to repair or correct the nonconformity within 10 days following receipt of notification from the consumer of a potential claim; if the nonconformity continues to exist after expiration of the 10-day time period and the manufacturer refuses to replace or refund the price of the vehicle, the criteria necessary to pursue a Lemon Law claim have been met. The consumer may then:

1. Refer the matter to the manufacturer for resolution through the manufacturer's informal dispute settlement procedure;
2. Refer the matter to the LLU for dispute resolution; or
3. File an action in the Superior Court. Any party to an action asserting a claim, counterclaim or defense based upon violations of the Lemon Law shall mail a copy of the initial or responsive pleading containing the claim, counterclaim or defense to the Attorney General within 10 days after filing the pleading with the court.

Case Notes

Lack of qualifying nonconformity defeats Lemon Law claim. *O'Connell v. Chrysler Motor Corporation*, 97 N.J.A.R.2d (CMA) 139.

Lemon Law claim dismissed due to failure to present vehicle for three repair attempts for the same nonconformity. *Doryk v. General Motors Corporation (Chevrolet Motor Division)* (CMA) 122.

Consumer's failure to give statutorily prescribed notice before filing lemon law complaint defeats claim. *Goldberg v. Chrysler Motor Corporation*, 97 N.J.A.R.2d (CMA) 36.

Purchaser was entitled to Lemon Law presumption that manufacturer was unable to repair nonconformity where automobile was out-of-service for 34 days during first repair attempt. *Ramnanan v. Chrysler Motor Corporation*, 96 N.J.A.R.2d (CMA) 229.

Lemon Law complaint was dismissed where automobile's problems were repaired by dealer. *Hampton v. Chrysler Motor Corporation*, 96 N.J.A.R.2d (CMA) 192.

Lemon Law relief granted where automobile dealer failed to avail itself of last chance repair opportunity. *Sigman v. Nissan Motor Corporation, U.S.A.*, 96 N.J.A.R.2d (CMA) 168.

Consumer's failure to comply with Lemon Law's statutory filing requirements precludes claim. *Rivera v. Ford Motor Company*, 96 N.J.A.R.2d (CMA) 63.

Consumer denied Lemon Law relief for failure to inform manufacturer of problems and offer opportunity for repair before filing Lemon Law complaint. *Vitale v. Buick Motor Division-GM*, 96 N.J.A.R.2d (CMA) 61.

Lemon Law claim that pickup truck pulled to right while braking was dismissed when defect was corrected by manufacturer at last-chance opportunity. *Boothroyd v. Ford Motor Company*, 96 N.J.A.R.2d (CMA) 47.

Lemon Law complainant failed to allow dealer sufficient opportunity to repair automobile problems. *Conrad-Kessaris v. Mitsubishi Motor Sales of America, Inc.*, 96 N.J.A.R.2d (CMA) 19.

Consumer failed to meet procedural requirements by submitting allegedly defective vehicle to repair three or more times and affording manufacturer a last chance opportunity. *Shepps v. Mitsubishi Motor*, 95 N.J.A.R.2d (CMA) 78.

Failure to give manufacturer a final opportunity to repair alleged defect in vehicle was fatal to consumer's claim. *Viccaro v. Mitsubishi Motor*, 95 N.J.A.R.2d (CMA) 56.

Presumption of inability to correct nonconformity was not available when manufacturer commenced repair but was thereafter prevented by consumer from completing repair. *Stassi v. Hyundai Motor*, 95 N.J.A.R.2d (CMA) 49.

Remedies under Lemon Law were not available to consumer without affording dealer last chance opportunity to correct alleged defects in vehicle. *Benenati v. Mitsubishi Motor Sales*, 95 N.J.A.R.2d (CMA) 9.

Failure to tell repairer that malfunction occurred only when the headlights were turned on required the manufacturer be given last chance to repair the nonconformity. *Measley v. Volkswagen of America, Inc.*, 93 N.J.A.R.2d (CMA) 1.

Failure to send correct last chance notice required the complaint under the Lemon Law be dismissed without prejudice. *Millar, Patrick J., v. Chrysler Corporation*, 92 N.J.A.R.2d (CMA) 180.

Settlement agreement was in full force and effect after the manufacturer honestly and in good faith performed its duties under the agreement. *Guarino v. Ford Motor Company*, 92 N.J.A.R.2d (CMA) 99.

13:45A-26.6 Eligibility

(a) To be eligible for the Dispute Resolution System, a consumer must provide the following items to the LLU by certified mail, return receipt requested: