

## **STANDARDS OF THE OKLAHOMA LEMON LAW**

The following is a brief explanation of most relevant provisions of the Oklahoma lemon law. The complete text of the lemon law can be found at Oklahoma Stat. Ann. Title 15, § 901.

### **VEHICLES COVERED**

The Oklahoma lemon law covers any motor vehicle required to be registered in the state. The lemon law does not cover vehicles above 10,000 pounds gross vehicle weight and the living facilities of motor homes.

### **CONSUMERS COVERED**

The lemon law covers the following “consumers”:

1. The purchaser, other than for purposes of resale, of a motor vehicle;
2. Any person to whom the motor vehicle is transferred during the duration of an express warranty applicable to the motor vehicle; and
3. Any other person entitled by the terms of the warranty to enforce its obligations.

The lemon law appears to cover a lessee.

### **PROBLEMS COVERED**

The lemon law covers any defect or condition that substantially impairs the use and value of the motor vehicle to the consumer. This is referred to as a *nonconformity*.

The lemon law provides manufacturers with an affirmative defense if it can be shown that the alleged nonconformity does not substantially impair the use and value, or the nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle.

### **MANUFACTURER’S DUTY TO REPAIR**

If a motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity directly and in writing to the manufacturer, its agent or authorized dealer during the term of the express warranties or a period of one year following the date of the motor vehicle’s original delivery to a consumer, whichever is earlier, then the manufacturer, its agent or authorized dealer must make the necessary repairs to conform the vehicle to the express warranties.

The necessary repairs must be made even after the expiration of the term of the express warranties or the one-year period.

## **MANUFACTURER'S DUTY TO REPURCHASE OR REPLACE A VEHICLE**

If the manufacturer, its agents or authorized dealers are unable to conform the motor vehicle to any applicable express warranty by repairing or correcting any nonconformity after a *reasonable number of repair attempts*, the manufacturer must either replace or repurchase the motor vehicle.

## **REASONABLE NUMBER OF REPAIR ATTEMPTS**

The Oklahoma lemon law establishes a *presumption* that a reasonable number of repair attempts has been undertaken to conform a motor vehicle to the applicable express warranties if, within the express warranty term or during the period of one year following the date of the motor vehicle's original delivery to a consumer, whichever is earlier, either of the following occurs:

1. The same nonconformity has been subject to repair four or more times by the manufacturer, its agents or authorized dealers, but the nonconformity continues to exist; or
2. The motor vehicle is out of service by reason of repair for a cumulative total of 30 or more business days.

The term of an express warranty, the one-year period, and the 30-day period are extended by any period of time during which repair services are not available to the consumer because of a war, invasion, strike, fire, flood or other natural disaster.

## **NOTICE AND OPPORTUNITY TO REPAIR**

The presumption that a reasonable number of repair attempts has been undertaken does not apply against a manufacturer unless the manufacturer has received prior direct written notification from or on behalf of the consumer, and has had an opportunity to cure the defect alleged.

## **DISPUTE RESOLUTION**

If the manufacturer has established or participates in an informal dispute settlement procedure that complies with 16 C.F.R. Part 703, then the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.

## **TIME PERIOD FOR FILING CLAIMS**

Not specified. Assuming that the UCC statute of limitations applies, a claim must be filed with BBB AUTO LINE within four years from the date the alleged defect is discovered.

## REMEDIES UNDER THE OKLAHOMA LEMON LAW

### REPURCHASE

The Oklahoma lemon law sets out the following amounts that a manufacturer must pay when it repurchases a motor vehicle under the lemon law:

1. The full purchase price; and
2. All taxes, license, registration fees and all similar governmental fees, but excluding interest;
3. Less a reasonable allowance for the consumer's use of the vehicle.

Refunds must be made to the consumer and lienholder, if any, as their interests may appear.

The reasonable allowance for use is determined by the following formula:

$$\frac{\text{Miles directly attributable to use by the consumer beyond 15,000 miles}}{120,000} \times \text{Purchase or lease price of the new motor vehicle}$$

### REPLACEMENT

The manufacturer must replace the motor vehicle with a comparable new model acceptable to the consumer. If the manufacturer and consumer cannot agree on a comparable model vehicle, the manufacturer must repurchase the vehicle as described above.

The reasonable allowance for use does not apply to a replacement.