

## LOUISIANA LEMON LAW SUMMARY

| EXECUTIVE SUMMARY                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| <b>TIME PERIOD FOR FILING CLAIMS</b>                           | Later of (1) three years following purchase or (2) one year following end of warranty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>ELIGIBLE VEHICLE</b>                                        | <p>Vehicles Covered:</p> <p>(1) A passenger motor vehicle, meaning any motor driven car, van, or truck required to be registered and that is used or designed to be used for transporting passengers or goods for public, private, commercial, or for-hire purposes, sold in Louisiana;</p> <p>(2) A passenger or commercial motor vehicle sold in Louisiana on or after September 1, 1984; and</p> <p>(3) A personal watercraft or all-terrain vehicle sold in Louisiana or still under warranty on or after August 15, 1999.</p> <p>Excludes:</p> <p>(1) Motor vehicles with a gross vehicle weight rating of 10,000 pounds or more; and</p> <p>(2) Motor vehicles used exclusively for commercial purposes.</p> <p><b>Note:</b> Act 220 of 2021 removed recreational vehicles (including motor homes) from the Louisiana Motor Vehicle Warranty Act and created a separate warranty act.</p> |
| <b>ELIGIBLE CONSUMER</b>                                       | <p>Consumer covered:</p> <p>(1) The purchaser, other than for purposes of resale, of a new motor vehicle normally used for personal, family, or household purposes and subject to a manufacturer's express warranty;</p> <p>(2) A person to whom a motor vehicle is transferred, other than for purposes of resale, during the duration of an express warranty applicable to the motor vehicle;</p> <p>(3) A person to whom the motor vehicle is leased; and</p> <p>(4) Any other person entitled to enforce the warranty.</p>                                                                                                                                                                                                                                                                                                                                                                  |
| <b>TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE</b>              | Earlier of the warranty term or one year following original delivery.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR</b> | Earlier of the warranty term or one year following original delivery for four attempts; warranty term for 45 days out of service.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>PRESUMPTION OR DEFINITION</b>                               | <b>Definition:</b> (1) four or more attempts during warranty or one year, or (2) out of service for 45 days during warranty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>NOTICE TO MANUFACTURER</b>                                  | Not Specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| <b>FINAL OPPORTUNITY TO REPAIR</b>        | Not specified.                                                                                                                                                     |
| <b>REASONABLE ALLOWANCE</b>               | Refund only: amount directly attributable to use prior to the first notice of nonconformity to the manufacturer and any subsequent period when not out of service. |
| <b>DISPUTE RESOLUTION</b>                 | Before applying the provisions requiring refund or replacement, consumer must resort to manufacturer's program if it complies with 16 C.F.R. Part 703.             |
| <b>DISCLOSURE TO SUBSEQUENT PURCHASER</b> | Yes.                                                                                                                                                               |
| <b>TITLE BRANDING</b>                     | Yes.                                                                                                                                                               |

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| <b>1. Citation</b>                 | Louisiana Revised Statutes Title 51, §§ 1941 through 1948.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>2. Motor vehicle covered</b>    | <p>Covers:</p> <p>(1) A passenger motor vehicle, meaning any motor driven car, van, or truck required to be registered and that is used or designed to be used for transporting passengers or goods for public, private, commercial, or for-hire purposes, sold in Louisiana;</p> <p>(2) A passenger or commercial motor vehicle sold in Louisiana on or after September 1, 1984; and</p> <p>(3) A personal watercraft or all-terrain vehicle sold in Louisiana or still under warranty on or after August 15, 1999.</p> <p>Excludes:</p> <p>(1) Motor vehicles with a gross vehicle weight rating of 10,000 pounds or more; and</p> <p>(2) Motor vehicles used exclusively for commercial purposes.</p> <p><b>Note:</b> Act 220 of 2021 removed recreational vehicles (including motor homes) from the Louisiana Motor Vehicle Warranty Act and created a separate recreational vehicle warranty law.</p> |
| <b>3. Consumer covered</b>         | <p>Covers:</p> <p>(1) The purchaser, other than for purposes of resale, of a new motor vehicle normally used for personal, family, or household purposes and subject to a manufacturer's express warranty;</p> <p>(2) A person to whom a motor vehicle is transferred, other than for purposes of resale, during the duration of an express warranty applicable to the motor vehicle;</p> <p>(3) A person to whom the motor vehicle is leased; and</p> <p>(4) Any other person entitled to enforce the warranty.</p>                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>4. Nonconformity defined</b>    | A specific or generic defect or malfunction, or any defect or condition that substantially impairs the use or market value of a motor vehicle.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>5. Warranty defined</b>         | "Manufacturer's express warranty" and "warranty" mean the written warranty of the manufacturer of a new motor vehicle of its condition and fitness for use, including any terms or conditions precedent to the enforcement of an obligation under that warranty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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| <b>6. Lemon law rights period</b>                            | Not defined.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>7. Manufacturer's obligation to repair</b>                | If the consumer reports the nonconformity to the manufacturer or any authorized dealer and makes the motor vehicle available for repair before the expiration of the warranty term or during the one-year period following the date of the motor vehicle's original delivery to the consumer, whichever is earlier, the manufacturer, its agent, or authorized dealer must make the necessary repairs to conform the motor vehicle to the applicable express warranty. Such repairs must be made even if the warranty term or one-year period has expired.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>8. Manufacturer's obligation to repurchase or replace</b> | <p>If either of the following occurs, the manufacturer must provide the remedy authorized under Louisiana Revised Statutes § 51:1944:</p> <ol style="list-style-type: none"> <li>1. The nonconformity has not been repaired after four or more attempts within the express warranty term or within one year following the vehicle's original delivery to the consumer, whichever occurs earlier; or</li> <li>2. The vehicle has been out of service by reason of repair for a cumulative total of forty-five or more calendar days during the warranty period.</li> </ol> <p>For a purchased vehicle, the manufacturer must replace the vehicle with a comparable new motor vehicle or, at its option, accept return of the vehicle and provide the statutory refund.</p> <p>For a leased vehicle, the manufacturer may provide a comparable new motor vehicle or, if the lessor is willing, accept return of the vehicle, reimburse the lessee for reasonable lease-related expenditures, and satisfy the applicable early-termination and related lease charges.</p> <p>The manufacturer must provide the applicable replacement or refund within 30 days after the consumer or lessor offers to transfer title in accordance with the statute, or within 30 days after an informal dispute settlement procedure issues a decision awarding a refund or replacement.</p> |
| <b>9. Other obligations</b>                                  | <p>The manufacturer must reimburse the consumer up to \$20 per day for a rental vehicle for the duration of the repair period whenever the following occurs:</p> <ol style="list-style-type: none"> <li>(1) The motor vehicle is covered by a manufacturer's express warranty;</li> <li>(2) The consumer brings the motor vehicle to the dealer from whom the motor vehicle was purchased;</li> <li>(3) For repair of any defect, malfunction, or nonconformity to which the warranty is applicable; and</li> <li>(4) Either the repair period exceeds ten working days or the same defect, malfunction, or nonconformity has been subject to repair on two previous occasions.</li> </ol> <p>This provision applies during the length of the manufacturer's express warranty or for two years, whichever expires first. The reimbursement requirement is not in effect in case of war, work stoppages, and natural disasters beyond the control of the manufacturer, that would prevent the timely repair or parts delivery to a dealer.</p> <p>This provision does not apply to any personal watercraft or all-terrain vehicle that is tendered to a manufacturer for repair.</p>                                                                                                                                                                                        |
| <b>10. Criteria for reasonable number of repair attempts</b> | <p>It is presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties if:</p> <ol style="list-style-type: none"> <li>(1) Before the expiration of the warranty term or during the one-year period following the date of the vehicle's original delivery to the consumer, whichever is earlier, the same nonconformity has been subject to repair four or more times by the manufacturer, its agent, or authorized dealer; or</li> <li>(2) The vehicle has been out of service by reason of repair for a cumulative total of 45 or more calendar days during the warranty period.</li> </ol> <p>The term of the manufacturer's express warranty is extended during any period in which repairs are unavailable because of war, invasion, strike, fire, flood, or other natural disaster.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|                                                                    | <p>The presumption is suspended during any period in which repair services cannot be performed by the manufacturer, its agent, or authorized dealer because of war, invasion, strike, fire, flood, or other natural disaster.</p> <p><b>Note:</b> This presumption does not alter the manufacturer's obligation to repurchase or replace a nonconforming motor vehicle as described in Section 8.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11. <b>Notice of nonconformity and final opportunity to repair</b> | Not specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 12. <b>Affirmative defenses</b>                                    | Not specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 13. <b>Refund</b>                                                  | <p><b>Purchased Vehicle</b></p> <p>Refund consists of:</p> <ol style="list-style-type: none"> <li>(1) The full purchase price;</li> <li>(2) Any amounts paid by the consumer at the point of sale, which case law indicates may include finance charges; and</li> <li>(3) All collateral costs, defined as sales tax, license and registration fees, and any similar governmental charges;</li> <li>(4) Less a reasonable allowance for use to the consumer.</li> </ol> <p><b>Leased Vehicle</b></p> <p><i>To the Lessor:</i> An amount to satisfy all conditions of the lease in connection with early termination and related charges.</p> <p><i>To the Lessee:</i></p> <ol style="list-style-type: none"> <li>(1) Reimbursement for all reasonable expenditures in connection with the lease;</li> <li>(2) Less a reasonable allowance for use of the motor vehicle prior to its return.</li> </ol> |
| 14. <b>Replacement</b>                                             | Replacement is a comparable new motor vehicle.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 15. <b>Reasonable allowance</b>                                    | Applies to a refund but not to a replacement. The reasonable allowance for use to the consumer is that amount directly attributable to use by the consumer prior to the first notice of the nonconformity to the manufacturer <i>and</i> any subsequent period when the vehicle is not out of service by reason of repair.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16. <b>Refund of sales tax</b>                                     | Manufacturer refunds sales tax to consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 17. <b>Enhanced damages</b>                                        | Not specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 18. <b>Attorney's fees</b>                                         | The consumer is entitled to reasonable attorney fees actually incurred if a judgment is rendered in part or in whole in his favor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 19. <b>Statute of limitations</b>                                  | An action must be commenced within the later of (1) three years from the date the consumer purchased the motor vehicle, or (2) one year from the end of the warranty period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 20. <b>Manufacturer-sponsored arbitration</b>                      | If the manufacturer has established an informal dispute settlement procedure that substantially complies with 16 C.F.R. Part 703, the provisions requiring refund or replacement do not apply unless the consumer has first resorted to the informal dispute settlement procedure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 21. <b>State-sponsored arbitration</b>                             | Not specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 22. <b>Dealer liability</b>                                        | Not specified, other than provisions relating to resale disclosures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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| <b>23. Restrictions on resale of returned vehicles</b> | <p>Upon the sale or transfer of title by a manufacturer, its agent or any dealer, of a motor vehicle previously returned to a manufacturer for a nonconformity pursuant to the lemon law, the manufacturer must execute and deliver to the buyer an instrument in writing in a form prescribed by the Commissioner, setting forth the following information in 10-point, all capital type:</p> <p><b>IMPORTANT: THIS VEHICLE WAS RETURNED TO THE MANUFACTURER OR DEALER BECAUSE IT DID NOT CONFORM TO ITS WARRANTY AND THE DEFECT OR CONDITION WAS NOT FIXED WITHIN THE TIME PROVIDED BY LOUISIANA LAW</b></p> <p>This notice must also be conspicuously printed on the motor vehicle's certificate of title.</p> <p>The failure of a dealer to deliver to the buyer this instrument is a violation of the lemon law and is punishable by a fine of not less than \$500 and not more than \$1,000 for each violation.</p> <p><b>Office of Motor Vehicle Policy and Procedures</b></p> <p>Upon the sale or transfer of title by a manufacturer, its agent, or any dealer of any second-hand vehicle previously returned to a manufacturer for nonconformity to its warranty, the manufacturer or dealer shall execute and deliver to the buyer a Nonconformity Form. This notarized form must be submitted with all required documents by the new buyer to the Office of Motor Vehicles when titling a vehicle for nonconformity.</p> <p>The words "NONCONFORM WARRANTY" will be printed on the title and will remain on all subsequent records and titles issued as long as the vehicle is in service.</p> |
| <b>24. Point of sale notice of lemon law rights</b>    | Not specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>25. Limitation on waiver</b>                        | Any agreement entered into by a consumer for the purchase of a new motor vehicle, that waives, limits, or disclaims the rights set forth in the lemon law are void as contrary to public policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |