

OKLAHOMA LEMON LAW SUMMARY

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	Not specified. Assuming the UCC statute of limitations under 12A O.S. § 2-725 applies, a claim generally must be filed within five years from delivery of the vehicle.
ELIGIBLE VEHICLE	"Motor vehicle" means any motor-driven vehicle required to be registered under the Oklahoma Motor Vehicle License and Registration Act, excluding vehicles above ten thousand (10,000) pounds gross vehicle weight and the living facilities of motor homes. A recreational vehicle, regardless of the weight of the recreational vehicle, shall be considered a motor vehicle. Used vehicles may be covered where the vehicle was originally sold as a new motor vehicle and is transferred to a subsequent consumer during the duration of an applicable express warranty.
ELIGIBLE CONSUMER	"Consumer" means the purchaser, other than for purposes of resale, of a motor vehicle, any person to whom such motor vehicle is transferred during the duration of an express warranty applicable to such motor vehicle, and any other person entitled by the terms of such warranty to enforce the obligations of the warranty. Appears to cover Lessees.
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	Earlier of the term of the express warranties or one year following original delivery to a consumer. The nonconformity must be reported directly and in writing to the manufacturer, its agent, or authorized dealer during that period.
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specifically defined.
PRESUMPTION OR DEFINITION	Presumption: during earlier of express warranty or one year following original delivery, either (1) four or more repair attempts or (2) out of service for 30 or more business days.
NOTICE TO MANUFACTURER	For presumption to apply; direct written notice.
FINAL OPPORTUNITY TO REPAIR	For presumption to apply.
REASONABLE ALLOWANCE	Appears to apply to repurchase only. A reasonable allowance for use shall be miles beyond fifteen thousand (15,000) miles divided by 120,000 x purchase or lease price = usage fee.
DISPUTE RESOLUTION	Before seeking refund or replacement, consumer must resort to manufacturer's program if it complies with 16 C.F.R. Part 703.

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DISCLOSURE TO SUBSEQUENT PURCHASER	Yes. On resale, manufacturer must provide either the required 12-month/12,000-mile express warranty or, through the licensed dealer, written disclosure of the reason the vehicle was reacquired.
TITLE BRANDING	Any manufacturer who reacquires or assists a dealer or lienholder to reacquire a motor vehicle registered in this state, prior to any sale, lease, or transfer of the vehicle in this state, or prior to exporting the vehicle to another state for sale, lease, or transfer if the vehicle was registered in this state and reacquired pursuant to this section or Section 901 of this title shall: 1. Cause the vehicle to be retitled in the name of the manufacturer; and 2. Request the Oklahoma Tax Commission to brand the certificate of title with the notation "Lemon Law Buyback". Any branding of a title as a "Lemon Law Buyback" shall remain permanently on the title.

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1. Citation	Oklahoma Stat. Ann. Title 15, § 901.
2. Motor vehicle covered	"Motor vehicle" means any motor-driven vehicle required to be registered under the Oklahoma Motor Vehicle License and Registration Act, excluding vehicles above ten thousand (10,000) pounds gross vehicle weight and the living facilities of motor homes. A recreational vehicle, regardless of the weight of the recreational vehicle, shall be considered a motor vehicle. Used vehicles may be covered where the vehicle was originally sold as a new motor vehicle and is transferred to a subsequent consumer during the duration of an applicable express warranty.
3. Consumer covered	(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. Appears to cover lessees.
4. Nonconformity defined	A defect or condition that substantially impairs the use and value of the motor vehicle to the consumer.
5. Warranty defined	Not separately defined. The statute applies to applicable express warranties.
6. Lemon law rights period	Not specifically defined.
7. Manufacturer's obligation to repair	For the purposes of this act, if a new motor vehicle does not conform to all applicable express warranties, and the consumer reports the nonconformity, directly in writing, to the manufacturer, its agent or its authorized dealer during the term of such express warranties or during the period of one (1) year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, the manufacturer, its agent or its authorized dealer shall make such repairs as are necessary to conform the vehicle to such express warranties, notwithstanding the fact that such repairs are made after the expiration of such term or such one year period.
8. Manufacturer's obligation to repurchase or replace	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 <i>reasonable number of repair attempts</i> , the manufacturer must either replace or repurchase the motor vehicle.
9. Criteria for reasonable number of repair attempts	(1) It shall be presumed that a reasonable number of attempts have been undertaken to conform a motor vehicle to the applicable express warranties, if: 1. The same nonconformity has been subject to repair four or more times by the manufacturer or its agents or authorized dealers within the express warranty term or during the period of one (1) year following the date of original delivery of the motor vehicle to a consumer, whichever is the earlier date, but such nonconformity continues to exist; or 2. The vehicle is out of service by reason of repair for a cumulative total of thirty (30) business days during such term or during such period, whichever is the earlier date. The term of an express warranty, such one-year period and such thirty-day period shall be 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.
10. Notice of nonconformity and final opportunity to	In no event shall the presumption described in this subsection 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.

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repair	
11. Affirmative defenses	It is an affirmative defense that: (1) The alleged nonconformity does not substantially impair the use and value; or (2) The nonconformity is the result of abuse, neglect, or unauthorized modifications or alterations of a motor vehicle.
12. Refund	Refund consists of: (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 shall be made to the consumer, and lienholder if any, as their interests may appear.
13. Replacement	A comparable new model acceptable to the consumer. If a comparable model vehicle cannot be agreed upon, the purchase price shall be refunded less a reasonable allowance for the consumer's use of the vehicle.
14. Reasonable allowance	A reasonable allowance for use shall be the purchase or lease price of the new motor vehicle multiplied by a fraction having as the denominator one hundred twenty thousand (120,000) miles and having as the numerator the miles directly attributable to use by the consumer beyond fifteen thousand (15,000) miles.
15. Refund of sales tax	Manufacturer refunds sales tax to the consumer. No provision for the manufacturer to obtain a refund of sales tax from the state.
16. Enhanced damages	Not specified.
17. Attorney's fees	In any civil action pursuant to this section wherein the consumer is the prevailing party in the civil action, the consumer shall recover all costs and reasonable attorney fees as determined by the court.
18. Statute of limitations	Not specified. Assuming the UCC statute of limitations under 12A O.S. § 2-725 applies, a claim generally must be filed within five years from delivery of the vehicle.
19. Manufacturer-sponsored arbitration	If a manufacturer has established an informal dispute settlement procedure which complies in all respects with the provisions of Title 16, Code of Federal Regulations, Part 703, as from time to time amended, the provisions of subsection C of this section concerning refunds or replacement shall not apply to any consumer who has not first resorted to such procedure.
20. State-sponsored arbitration	Not specified.
21. Dealer liability	Not specified.
22. Restrictions on resale of returned vehicles	Vehicles returned pursuant to the provisions of this act may not be resold in this state unless: 1. The manufacturer provides the same express warranty the manufacturer provided the original purchaser, except that the term of the warranty need only last for twelve thousand (12,000) miles or twelve (12) months after the date of resale, whichever is earlier; or 2. The manufacturer, through the licensed dealer, provides the consumer with a written statement on a separate piece of paper that clearly discloses the reason or reasons the vehicle was reacquired by the manufacturer. Notwithstanding the provisions of subsection H of this section, returned vehicles shall not be resold if a new motor vehicle has been returned pursuant to the provisions of this act or a similar statute in another state because of nonconformity resulting in a complete failure of the

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	braking or steering system likely to cause death or serious bodily injury if the vehicle is driven.
23. Point of sale notice of lemon law rights	The Attorney General must prepare and post a written statement explaining purchasers' rights. The dealer must provide that statement to the purchaser at the time of the original purchase of a new motor vehicle
24. Limitation on waiver	Nothing in this act shall in any way limit the rights or remedies which are otherwise available to a consumer under any other law.

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