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Washington Lemon Law Summary

EXECUTIVE SUMMARY	
TIME PERIOD FOR FILING CLAIMS	30 months from original delivery to a consumer. If a motor home, the 30-month period is extended by the time it takes the motor home manufacturers to complete the final repair attempt at the designated repair facility.
ELIGIBLE VEHICLE	<p>New self-propelled vehicle that (1) is primarily designed for the transportation of persons or property over the public highways; and (2) was originally purchased or leased at retail from a new motor vehicle dealer or leasing company in Washington.</p> <p>Includes a motorcycle with an engine displacement of at least 750 cubic centimeters, truck with a gross vehicle weight rating of less than 19,000 pounds, the self-propelled vehicle and chassis of motor homes, and demonstrators or lease-purchase vehicles sold with a manufacturer's warranty.</p> <p>Includes a vehicle purchased or leased with a manufacturer's written warranty by a member of the armed forces, regardless of the state in which the vehicle was purchased or leased, if (1) the vehicle otherwise meets the definition of a new motor vehicle, and (2) the consumer is a member of the armed forces stationed or residing in Washington at the time the consumer submits a request for arbitration.</p> <p>Excludes motor vehicles purchased or leased by a business as part of a fleet of ten or more vehicles at one time or under a single purchase or lease agreement.</p>
ELIGIBLE CONSUMER	<p>Any person who, during the duration of the <i>warranty period</i> (earlier of two years following original delivery to a consumer, or the first 24,000 miles of operation), has entered into an agreement or contract for the transfer, lease, or purchase of a new motor vehicle, other than for purposes of resale or sublease.</p> <p>Also covers the subsequent transferee.</p>
TIME PERIOD FOR FIRST OCCURRENCE OR NOTICE	<i>Eligibility period</i> (earlier of two years following original delivery to a consumer, or the first 24,000 miles of operation).
TIME PERIOD FOR REASONABLE NUMBER OF ATTEMPTS TO REPAIR	Not specified for most criteria. Is 12 months for instances of two or more different serious safety defects, each of which have been subject to diagnosis or repair one or more times.

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PRESUMPTION OR DEFINITION	Definition: during the eligibility period, (1) two or more diagnoses or repair attempts to the <i>same serious safety defect</i> , at least once during the warranty; (2) four or more diagnoses or repair attempts to the <i>same nonconformity</i> , at least once during the warranty; (3) out-of-service for 30 calendar days, at least 15 days during the warranty; or (4) within a 12-month period, one or more diagnoses or repair attempts to each of two or more <i>different serious safety defects</i> . Variations for a motor home.
NOTICE TO MANUFACTURER	Written request for replacement or repurchase. Additional requirements for a motor home.
FINAL OPPORTUNITY TO REPAIR	For a motor home only.
REASONABLE ALLOWANCE	Refund and replacement: miles driven by consumer multiplied by purchase price, divided by 120,000. Variations for leased vehicles, used vehicles, motorcycles and motor homes.
DISPUTE RESOLUTION	Before bringing action, consumer must first use manufacturer's informal dispute settlement procedure or Attorney General's arbitration board.
DISCLOSURE TO SUBSEQUENT PURCHASER	Yes.
TITLE BRANDING	Yes.

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1. Citation	Rev. Code of Washington §§ 19.118.005 through 19.118.904; and Washington Admin. Code §§ 44-10-010 through 44-10-310.
2. Motor vehicle covered	<p>"New motor vehicle" means any new self-propelled vehicle that:</p> <ul style="list-style-type: none"> (1) Is primarily designed for the transportation of persons or property over the public highways; and (2) Was originally purchased or leased at retail from a new motor vehicle dealer or leasing company in Washington. <p><i>New motor vehicle</i> includes motorcycles, trucks with a gross vehicle weight rating of less than 19,000 pounds, the self-propelled vehicle and chassis of motor homes, demonstrators or lease-purchase vehicles sold with a manufacturer's warranty, and vehicles purchased or leased by a member of the armed forces regardless of in which state the vehicle was purchased or leased.</p> <p>Does not cover new motor vehicles purchased or leased by a business as part of a fleet of ten or more vehicles at one time or under a single purchase or lease agreement.</p>
3. Consumer covered	<i>Consumer</i> defined as any person who, during the duration of the eligibility period, has entered into an agreement or contract for the transfer, lease or purchase of a new motor vehicle, other than for purposes of resale or sublease.

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	Also covers a <i>subsequent transferee</i> , defined as a consumer who, within the eligibility period, acquires a motor vehicle with an applicable manufacturer's written warranty and where the vehicle otherwise met the definition of a new motor vehicle at the time of original retail sale or lease.
4. Nonconformity defined	<p>A "<i>nonconformity</i>" is defined as a defect, serious safety defect, or condition that does not conform to the warranty and substantially impairs the use, value, or safety of the new motor vehicle, but not including a defect or condition that is the result of abuse, neglect, or unauthorized modification or alteration of the new motor vehicle.</p> <p>A "<i>serious safety defect</i>" is defined as a life-threatening malfunction or nonconformity that impedes the consumer's ability to control or operate the new motor vehicle for ordinary use or reasonable intended purposes or creates a risk of fire or explosion.</p> <p>A "<i>condition</i>" is defined as a general problem that results from a defect or malfunction of one or more parts, or their improper installation by the manufacturer, its agents, or the new motor vehicle dealer.</p> <p>"<i>Substantially impair</i>" means to render the new motor vehicle unreliable, or unsafe for ordinary use, or to diminish the resale value of the new motor vehicle below the average resale value for comparable vehicles.</p>
5. Warranty defined	<p><i>Warranty</i> means any implied warranty, any written warranty of the manufacturer, or any affirmation of fact or promise made by the manufacturer in connection with the sale of a new motor vehicle that becomes the basis of the bargain. The term warranty pertains to the obligations of the manufacturer in relation to (1) materials, (2) workmanship, (3) a modification by a dealer installing the manufacturer's authorized parts or their equivalent for the specific motor vehicle pursuant to the manufacturer approved specifications, and (4) fitness of the motor vehicle for ordinary use or reasonably intended purposes throughout the duration of the eligibility period.</p> <p>For purposes of the lemon law, the manufacturer's written warranty must be at least one year after original delivery to the consumer or the first 12,000 miles of operation, whichever comes first.</p>
6. Lemon law rights period	" <i>Eligibility period</i> " is the period ending two years after the date of the new motor vehicle's original delivery to a consumer, or the first 24,000 miles of operation, whichever occurs first.

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7. Manufacturer's obligation to repair	<p>If the new motor vehicle does not conform to the warranty and the consumer reports the nonconformity to the manufacturer, its agent or the new motor vehicle dealer that sold the new motor vehicle, during either the "eligibility period" or the coverage period of the applicable manufacturer's written warranty, whichever is less, then the manufacturer, its agent or dealer must make the necessary repairs to conform the new motor vehicle to the warranty, regardless of whether such repairs are made after the expiration of the "eligibility period".</p> <p>Upon the consumer's request, the manufacturer or dealer must provide a copy of any report or computer reading compiled by the manufacturer's field or zone representative regarding inspection, diagnosis, or test-drive of the consumer's vehicle, or must provide a copy of any technical service bulletin issued by the manufacturer regarding the year and model of the consumer's vehicle as it pertains to any material, feature, component or the performance thereof.</p> <p>The dealer must provide to the consumer, after each time the consumer's vehicle is returned from being diagnosed or repaired under the warranty, a fully itemized, legible statement or repair order indicating the diagnosis made and all work performed on the vehicle, including but not limited to a general description of the problem reported by the consumer or an identification of the defect or condition, parts and labor, the date and odometer reading when the vehicle was submitted for repair, and the date when the vehicle was made available to the consumer.</p>
8. Manufacturer's obligation to repurchase or replace	<p>If the manufacturer, its agent, or the new motor vehicle dealer is unable to conform the new motor vehicle to the warranty by repairing or correcting any nonconformity after a <i>reasonable number of attempts</i>, then the manufacturer must, within 40 days after the consumer's written request to the manufacturer's corporate, dispute resolution, zone or regional office, at the option of the consumer, replace or repurchase the new motor vehicle. .</p>
9. Criteria for reasonable number of repair attempts 19.118.041.2	<p>For a vehicle other than a motor home, a reasonable number of repair attempts shall be deemed to have been undertaken if, during the eligibility period, any of the following occurs:</p> <ol style="list-style-type: none"> (1) The <i>same serious safety defect</i> has been subject to diagnosis or repair two or more times, at least one of which is during the coverage period of the applicable manufacturer's written warranty, and the serious safety defect continues to exist; (2) The <i>same nonconformity</i> has been subject to diagnosis or repair four or more times, at least one of which is during the coverage period of the applicable manufacturer's written warranty, and the nonconformity continues to exist; (3) The new motor vehicle is out-of-service by reason of diagnosis or repair of one or more nonconformities for a cumulative total of 30 calendar days, at least 15 of them during the period of the applicable manufacturer's written warranty; or (4) Within a 12-month period, two or more <i>different serious safety defects</i> have each been subject to diagnosis or repair one or more times, where at least one attempt for each serious safety defect occurs during the coverage period of the applicable manufacturer's written warranty and within the eligibility period. <p>For a motor home, a reasonable number of repair attempts is deemed to have been undertaken if, during the eligibility period, any of the following occurs:</p> <ol style="list-style-type: none"> (1) The <i>same serious safety defect</i> has been subject to diagnosis or repair one or more times during the period of coverage of the applicable motor home manufacturer's written warranty, plus a final repair attempt as described below, and the serious safety defect continues to exist;

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	<p>(2) The <i>same nonconformity</i> has been subject to repair three or more times, at least one of which is during the period of coverage of the applicable motor home manufacturer's written warranty, plus a final repair attempt as described below, and the nonconformity continues to exist;</p> <p>(3) The motor home is out-of-service by reason of diagnosis or repair of one or more nonconformities for a cumulative total of 60 calendar days, aggregating all motor home manufacturer days out of service, and the motor home manufacturers have had at least one opportunity to coordinate and complete and inspection and any repairs of the vehicle's nonconformities after receipt of notification from the consumer as described below; or</p> <p>(4) Within a 12-month period, two or more <i>different serious safety defects</i> covered by the same manufacturer warranty have each been subject to diagnosis or repair one or more times, where at least one attempt for each serious safety defect occurs during the coverage period of the applicable manufacturer's written warranty and within the eligibility period.</p> <p>A vehicle is <i>subject to diagnosis or repair</i> when a consumer presents the vehicle for warranty service at a service and repair facility authorized by the manufacturer or to which the manufacturer or authorized facility has directed the consumer to obtain warranty service. A vehicle has not been "subject to diagnosis or repair" if the consumer refuses to allow the facility to attempt or complete a recommended warranty repair, or demands return of the vehicle before an attempt to diagnose or repair can be completed.</p> <p>The eligibility period and the 30-day out-of-service period, and 60-day out of service period in the case of a motor home, are extended by any time that repair services are not available to the consumer as a direct result of a strike, war, invasion, fire, flood or other natural disaster.</p>
10. Notice of nonconformity and final opportunity to repair	<p>For motor homes:</p> <p>(1) After one attempt to repair a <i>serious safety defect</i>, or after <i>three attempts to repair the same nonconformity</i>, the consumer must give written notification of the need to repair the nonconformity to each of the motor home manufacturers at their respective corporate, zone or regional office addresses to allow the manufacturers to coordinate and complete a final attempt to cure the nonconformity. Upon receipt of this notice, each of the manufacturers has 15 days to respond and inform the consumer of the location of the facility where the vehicle will be repaired. (If a serious safety defect makes the vehicle unsafe to drive, or to the extent the repair facility is more than 100 miles from the motor home location, the motor home manufacturers are responsible for the cost of transporting the vehicle to and from the repair facility.) After the consumer delivers the motor home to the designated repair facility, the manufacturers have a cumulative total of 30 days to conform the vehicle to the applicable motor home manufacturer's written warranty. This 30-day period may be extended if the consumer agrees in writing. If a motor home manufacturer fails to respond to the consumer or perform repairs within the prescribed time period, that manufacturer is not entitled to a final attempt to cure the nonconformity.</p>

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	<p>(2) If the vehicle is <i>out of service</i> by reason of diagnosis or repair of one or more nonconformities by the motor home manufacturers, their respective agents, or their respective new motor vehicle dealers for a cumulative total of 30 or more days, aggregating all motor home manufacturer days out of service, the consumer must notify each motor home manufacturer in writing at their respective corporate, zone, or regional office addresses to allow the manufacturers, agents or dealers an opportunity to coordinate and complete an inspection and any repairs. Upon receipt of this notice, the manufacturers have 15 days to respond and inform the consumer of the location of the facility where the vehicle will be repaired. (If a serious safety defect makes the vehicle unsafe to drive, or to the extent the repair facility is more than 100 miles from the motor home location, the motor home manufacturers are responsible for the cost of transporting the vehicle to and from the facility.) After the consumer delivers the motor home to the designated repair facility, the manufacturers must complete inspection and repairs either within 10 days or before the vehicle is out of service by reason of diagnosis or repair of one or more nonconformities for 60 days, whichever time period is longer. This time period may be extended if the consumer agrees in writing. If a motor home manufacturer fails to respond to the consumer or perform repairs within the prescribed time period, that manufacturer is not entitled to at least one opportunity to inspect and repair the vehicle's nonconformities after receipt of notification from the consumer.</p>
11. Affirmative defenses	Not specified. "Nonconformity" is defined to exclude a defect or condition that is the result of abuse, neglect, or unauthorized modification or alteration of the new motor vehicle.
12. Refund	<p>Purchased vehicle Refund consists of:</p> <ol style="list-style-type: none"> (1) <i>Purchase price</i>, meaning the cash price of the motor vehicle appearing in the sales agreement or contract, including any allowance for a trade-in-vehicle. Purchase price excludes any manufacturer-to-consumer rebate appearing in the agreement or contract that the consumer received or that was applied to reduce the purchase cost. Where the consumer is a subsequent transferee, "purchase price" means the consumer's subsequent purchase price; (2) <i>Collateral charges</i>, meaning any sales related charges including but not limited to sales tax, use tax, arbitration service fees, unused license fees, unused registration fees, unused title fees, finance charges, prepayment penalties, credit disability and credit life insurance costs not otherwise refundable, any other insurance costs prorated for time out of service, transportation charges, dealer preparation charges, or any other charges for service contracts, undercoating, rustproofing, or factory or dealer installed options; and (3) <i>Incidental costs</i>, meaning reasonable expenses incurred by the consumer in connection with the repair of the motor vehicle, including any towing charges and the costs of obtaining alternative transportation; (4) Less a reasonable offset for use (miles driven by consumer multiplied by purchase price, divided by 120,000). <p>Leased vehicle Refund consists of:</p> <p><i>To the Lessor</i> <i>Pay-off amount</i> – the manufacturer shall make such payment to the lessor as necessary to obtain clear title to the motor vehicle. The pay-off amount does not include any late payment charges, which are the responsibility of the consumer.</p> <p><i>To the Lessee</i></p>

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	<p>(1) <i>Lease payments</i>, meaning all payments made by the consumer under the lease, including but not limited to all lease payments, trade-in value or inception payment, and security deposit;</p> <p>(2) <i>Collateral charges</i>, meaning any sales related charges including but not limited to sales tax, use tax, arbitration service fees, unused license fees, unused registration fees, unused title fees, finance charges, prepayment penalties, credit disability and credit life insurance costs not otherwise refundable, any other insurance costs prorated for time out of service, transportation charges, dealer preparation charges, or any other charges for service contracts, undercoating, rustproofing, or factory or dealer installed options; and</p> <p>(3) <i>Incidental costs</i>, meaning reasonable expenses incurred by the consumer in connection with the repair of the motor vehicle, including any towing charges and the costs of obtaining alternative transportation;</p> <p>(4) Less a reasonable offset for use (miles driven by consumer multiplied by purchase price, divided by 120,000.</p>
13. Replacement	<p>Replacement motor vehicle is an identical or reasonably equivalent to the vehicle being replaced, as the vehicle to be replaced existed at the time of original purchase or lease, including any service contract, undercoating, rustproofing, and factory or dealer installed options.</p> <p>The consumer must compensate the manufacturer for a reasonable offset for use. The manufacturer is responsible for sales tax, license and registration fees for the replacement vehicle. The manufacturer must also refund any <i>incidental costs</i>, meaning reasonable expenses incurred by the consumer in connection with the repair of the motor vehicle, including any towing charges and the costs of obtaining alternative transportation</p>
14. Reasonable allowance	<p>Applies to a refund and a replacement. The reasonable offset for use is computed by the following formula:</p> $\frac{\text{number of miles traveled directly attributable to use by the consumer between the purchase/lease/in-service date and the date of first attempt to diagnose or repair the nonconformity that results in repurchase/replacement}}{120,000} \times \text{purchase price}$ <p>Where a manufacturer repurchases/replaces a vehicle solely due to days out of service, “the number of miles that the vehicle traveled directly attributable to use by the consumer” is limited to the period between the original purchase/lease/in-service date and the date of the 15th cumulative calendar day out of service.</p> <p>Where the consumer is a second or subsequent purchaser, lessee, or transferee of the motor vehicle and the manufacturer repurchases the vehicle, “the number of miles that the vehicle traveled directly attributable to use by the consumer” is <i>limited to</i> the period between the date of purchase by, lease by, or transfer to that consumer and the date of the consumer’s initial attempt to obtain diagnose or repair the nonconformity that results in repurchase.</p> <p>Where the consumer is a second or subsequent purchaser, lessee, or transferee of the motor vehicle and the manufacturer replaces the vehicle, “the number of miles that the vehicle traveled directly attributable to use by the consumer” is <i>calculated from</i> the date of the original purchase, lease, or in-service date and the date of the first attempt to diagnose or repair the nonconformity that results in replacement.</p>

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	<p>Where a manufacturer replaces a vehicle solely due to days out of service and the consumer is a second or subsequent purchaser, lessee or transferee, “the number of miles that the vehicle traveled directly attributable to use by the consumer” is calculated from the date of the original purchase/lease/in-service date and the date of the 15th cumulative calendar day out of service.</p> <p>The “purchase price” for a leased vehicle means the actual written capitalized cost disclosed to the consumer as contained in the lease agreement. If there is no disclosed capitalized cost in the lease agreement, the “purchase price” is the manufacturer’s suggested retail price including manufacturer-installed accessories or items of optional equipment displayed on the manufacturer label. Purchase price excludes any manufacturer-to-consumer rebate appearing in the agreement or contract that the consumer received or that was applied to reduce the purchase cost.</p> <p>“Purchase price” for a subsequent purchaser or transferee receiving a <i>repurchase</i> means the consumer’s subsequent purchase price. “Purchase price” for a subsequent purchaser or transferee receiving a <i>replacement</i> means the original purchase price.</p> <p>If the new motor vehicle is a motorcycle, the denominator is 25,000.</p> <p>If the new motor vehicle is a motor home, the denominator is 90,000.</p> <p>If the new motor vehicle is a motor home, in cases where the manufacturer repurchases or replaces the motor home solely due to accumulated days out of service, “the number of miles that the vehicle traveled directly attributable to use by the consumer” is limited to the period between the original purchase/lease/in-service date and the date of the 30th cumulative calendar day out of service. If the wear and tear on those portions of a motor home designated, used or maintained primarily as a mobile dwelling, office, or commercial space are significantly greater or significantly less than that which could be reasonably expected based on the mileage attributable to the consumer’s use of the motor home, the reasonable offset for use calculation total may be increased or decreased up to a maximum of one-third of the offset total.</p>
15. Refund of sales tax	<p>Manufacturer refunds sales tax to the consumer. RCW 82.32.065 provides for credit or refund to the manufacturer by the Department of Revenue and Taxation for the amount of tax refunded.</p>
16. Enhanced damages	<p>If the manufacturer appeals, and the consumer prevails, recovery will include the monetary value of the award, attorneys’ fees, and costs incurred in the superior action, and, if the board awarded the consumer replacement or repurchase of the vehicle and the manufacturer did not comply, continuing damages of \$25 per day for all days beyond the 40 days after the manufacturer’s receipt of the consumer’s acceptance in which the manufacturer did not provide the consumer with the free use of a comparable loaner vehicle. If the court determines that the party that appealed acted without good cause in bringing the appeal or brought the appeal solely for the purpose of harassment, the court must double, and may triple, the amount of the total award.</p> <p>If the manufacturer appeals, the court may require the manufacturer to post security for the consumer’s financial loss due to the passage of time for review.</p> <p>A violation of the lemon law is an unfair or deceptive trade practice affecting the public interest.</p>

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17. Attorney's fees	<p>A decision by the state-operated arbitration program will include reasonable costs and attorneys' fees incurred by the consumer if the manufacturer has been directly represented by counsel: (i) in dealings with the consumer in response to a request to repurchase or replace; (ii) in settlement negotiations; (iii) in preparation of the manufacturer's statement; or (iv) at an arbitration hearing or other proceeding with the state-operated arbitration program.</p> <p>If the consumer prevails in any trial <i>de novo</i> of a decision by the state-operated arbitration program, recovery will include attorneys' fees and costs incurred in the action.</p>
18. Statute of limitations	<p>A claim must be filed within 30 months from the date of the new motor vehicle's original delivery to a consumer at retail. If the claim involves a motor home, the 30-month period is extended by the amount of time it takes the motor home manufacturers to complete the final repair attempt at the designated repair facility.</p>
19. Private dispute resolution program	<p>If a manufacturer has established an informal dispute resolution settlement procedure that complies with 16 C.F.R. Part 703, the consumer may choose to first submit a dispute to that procedure.</p> <p>Before filing an action in court, the consumer must first exhaust the remedy afforded by the Attorney General's new motor vehicle arbitration board or the manufacturer's informal dispute settlement procedure.</p>
20. State-sponsored arbitration	<p>If the Washington Attorney General is unable to contract with one or more entities to conduct arbitrations, the Attorney General must establish a new motor vehicle arbitration board to settle lemon law disputes between consumers and manufacturers. If a manufacturer has established an informal dispute resolution settlement procedure that complies with 16 C.F.R. Part 703, the consumer may choose to first submit a dispute to that procedure.</p> <p>Before filing an action in court, the consumer must first exhaust the remedy afforded by the Attorney General's new motor vehicle arbitration board or the manufacturer's informal dispute settlement procedure.</p>
21. Dealer liability	<p>No new motor vehicle dealer may be held liable by the manufacturer for any collateral charges, incidental costs, purchase price refunds, or vehicle replacements. Manufacturers do not have a cause of action against dealers under the lemon law. Consumers do not have a cause of action against dealers under the lemon law, but a violation of any responsibilities imposed upon dealers under the lemon law is a per se violation of unfair trade practice statutes. Consumers may pursue rights and remedies against dealers under any other law. Manufacturers and consumers may not make dealers parties to a proceeding with the private or state-operated arbitration program.</p>
22. Restrictions on resale of returned vehicles	<p>Lemon Law</p> <p>The manufacturer is prohibited from reselling any motor vehicle determined or adjudicated as having a serious safety defect unless the serious safety defect has been corrected and the manufacturer warrants upon the first subsequent resale that the defect has been corrected.</p> <p>Before any sale or transfer of a vehicle that has been replaced or repurchased by the manufacturer after a determination, adjudication, or settlement of a claim under the lemon law, the manufacturer must:</p> <ol style="list-style-type: none"> (1) Notify the Attorney General upon receipt of the motor vehicle;

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- (2) Submit a title application to the department of licensing in this state for title to the motor vehicle in the name of the manufacturer within sixty days; and
- (3) Notify the Attorney General and the Department of Licensing if the nonconformity in the motor vehicle is corrected.

Before the first subsequent resale, either at wholesale or retail, or transfer of title of a motor vehicle that was previously returned after a final determination, adjudication, or settlement under any state's lemon law, the manufacturer, its agent, or the new motor vehicle dealer who has actual knowledge of the final determination, adjudication or settlement, must:

- (1) obtain from the Attorney General and attach to the motor vehicle a resale window display disclosure notice, (only the retail purchaser may remove the resale window display disclosure notice after execution of the resale disclosure form required under this lemon law); and
 - (b) obtain from the attorney general, execute, and deliver to the buyer before sale or other transfer of title a resale disclosure form setting forth information identifying the nonconformity and a title brand.
- (1) When a manufacturer reacquires a vehicle under this chapter, the department of licensing must issue a new title with a title brand indicating the motor vehicle was returned under this chapter and information that the nonconformity has not been corrected.

Upon receipt of the manufacturer's notification under this lemon law that the nonconformity has been corrected and the manufacturer's application for title in the name of the manufacturer under this lemon law, the department of licensing must issue a new title with a title brand indicating the motor vehicle was returned under this chapter and information that the nonconformity has been corrected. Upon the first subsequent resale, either at wholesale or retail, or transfer of title of a motor vehicle, the manufacturer shall warrant upon the resale that the nonconformity has been corrected.

When the department of licensing receives a title application that complies with the department's requirements and procedures for a motor vehicle previously titled in another state and that has a title brand or other documentation indicating the motor vehicle was reacquired by a manufacturer under another state's lemon law, the department of licensing must issue a new title with a title brand indicating the motor vehicle was returned under the other state's lemon law.

After a manufacturer's receipt of a motor vehicle under this lemon law and prior to a motor vehicle's first subsequent retail transfer by resale or lease, any intervening transferor of a motor vehicle subject to the requirements of this section who has received the resale disclosure form and resale window display disclosure notice provided by the attorney general under this section must deliver the resale disclosure form and resale window display disclosure notice with the motor vehicle to the next transferor, purchaser, or lessee to ensure proper and timely notice and disclosure. Any intervening transferor who fails to comply with this subsection must, at the option of the subsequent transferor or first subsequent retail purchaser or lessee: (a) indemnify any subsequent transferor or first subsequent retail purchaser for all damages caused by such violation; or (b) repurchase the motor vehicle at the full purchase price including all fees, taxes, and costs incurred for goods and services which were included in the subsequent transaction.

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23. Point of sale notice of lemon law rights	The manufacturer must publish an owner's manual and provide it to the new motor vehicle dealer or leasing company. The owner's manual must include a list of the addresses and phone numbers for the manufacturer's customer assistance division, or zone or regional offices. The manufacturer must provide to the new motor vehicle dealer or leasing company all applicable manufacturer's written warranties. The dealer or leasing company must transfer to the consumer, at the time of original retail sale or lease, the owner's manual and applicable written warranties as provided by the manufacturer.
24. Limitation on waiver	Any agreement entered into by a consumer for the purchase of a new motor vehicle that waives, limits, or disclaims lemon law rights is void as contrary to public policy. These rights shall extend to a subsequent transferee of such new motor vehicle.

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