OFFICE OF THE ATTORNEY GENERAL
FLORIDA NEW MOTOR VEHICLE ARBITRATION BOARD

QUARTERLY CASE SUMMARIES

July 2022 - September 2022 (3rd Quarter)

NONCONFORMITY 681.102(15), F.S.

McSherry v. Mercedes-Benz USA, LLC, 2021-0488/WPB (Fla. NMVAB July 18, 2022)

The Consumer complained of an emissions condition that manifested through the illumination of the check engine light in his 2020 Mercedes Benz GLE350. The Consumer testified that in early March 2020, the check engine light illuminated and he took the vehicle to the authorized service agent. He said that when he picked up the vehicle, the check engine light was off; however, the check engine light reappeared in April 2020, May 2020, June 2020, October 2020, and November 2020. He stated that each time the check engine light came on, he took the vehicle to the dealership, at which time the dealership claimed to have repaired the vehicle, but the light always reappeared. He was so concerned about the safety of the vehicle that after driving to New York in June 2020, he shipped the vehicle back to Florida instead of taking the risk of driving the vehicle back to Florida. He alleged that at the November 2020 visit, the Manufacturer informed him that the ongoing check engine light was caused by rodent damage and advised him that rodent damage was not covered under the Manufacturer's warranty. The Consumer said he was advised to file a claim with his insurance company; the Consumer paid a $1,000 deductible for the repairs to the vehicle.

The Manufacturer asserted the alleged nonconformity did not substantially impair the use, value or safety of the motor vehicle; the alleged defect was caused by rodent damage; and the rodent damage was neither a warrantable nor a manufacturing defect. The Manufacturer's representative testified that he reviewed the repair history of the vehicle. He explained that the authorized service agent replaced multiple parts on the vehicle, including the charcoal canister and diagnostic module, between March 2020 and October 2020, but acknowledged that those repairs did not fix the problem that was causing the repeated illumination of the check engine light. He said that the cause of the repeated illumination of the check engine light was not detected until the seventh repair visit in November 2020. He said that at the November 2020 repair, the technicians identified a small leak in the evaporative emission system and determined that the leak was caused by rodent damage. He alleged that although the evaporative emissions system was mandated by the federal government to prevent fuel vapors from leaking into the atmosphere, a defect in the evaporative emissions system does not affect the drivability of the vehicle. The witness showed pictures that identified a bite mark on the top of the fuel tank and another bite mark on the hose that runs from the charcoal canister to the fuel tank in the rear of the vehicle. He also showed a picture of a yellow substance that he claimed were rodent droppings under the hood in the engine compartment and in the air filter housing. He acknowledged that rodent damage was typically accompanied by some type of nest around the

damage and acknowledged that the pictures did not show evidence of a nest. He stated that the Manufacturer informed the Consumer that the Manufacturer's warranty did not cover rodent damage and advised the Consumer to contact his insurance company. He further confirmed that the vehicle remained at the authorized service agent from November 3 - December 23, 2020, totaling 51 days. He could not answer with certainty the question of when and where the rodent damage had occurred. He also failed to put forth evidence showing the rodent damage occurred while the vehicle was in the Consumer's possession. When questioned why the technicians had not detected the alleged existence of rodent damage between March 2020 and October 2020, he acknowledged that the diagnostic testing "should have picked up" the damage and additionally, he would have expected the technicians to see the rodent damage during their physical inspections of the vehicle. He acknowledged that during the final repair attempt in March 2021, he did not see any additional evidence of rodent damage, only finding some leaf-like debris in front of the vehicle.

The Board found that the evidence established that the emissions condition that manifested through the illumination of the check engine light substantially impaired the use, value and safety of the vehicle, thereby constituting one or more nonconformities as defined by the statute and the applicable rule. The Board rejected the Manufacturer's assertion that the emissions condition was the result of rodent damage to the vehicle caused by the Consumer. Accordingly, the Consumer was awarded a refund.

REASONABLE NUMBER OF ATTEMPTS §681.104, F.S.:

Days Out of Service & Post-Notice Opportunity to Inspect or Repair§681.104(1)(b), F.S.; §681.104(3)(b)1., F.S.

Powell v. Mercedes-Benz USA, LLC, 2022-0093/WPB (Fla. NMVAB July 22, 2022)

The Consumer complained of, and the Manufacturer stipulated, that a headlight control unit malfunction in the Consumer's 2022 Mercedes Benz GLE350 was a nonconformity. The vehicle was out of service by reason of repair on January 14 - March 17, 2022, for a total of 63 cumulative out-of-service days.

The Manufacturer asserted that any days out of service were due to COVID-related parts delays. The Manufacturer's representative testified that the Consumer's vehicle arrived at the authorized service agent on January 14, 2022. She stated that the headlight malfunction was caused by a defective right front headlamp control unit, and after ordering the part, the authorized service agent received it on January 27, 2022. She stated that the replacement part failed to repair the vehicle and it was determined that the headlamp control unit on the left side would need to be replaced. She explained that the left side headlamp control unit was ordered sometime prior to February 10, 2022, but failed to arrive to the authorized service agent until March 15, 2022. She explained that once the part arrived at the authorized service agent, the technicians installed the part, which repaired the vehicle, and the vehicle was ready for pickup on March 16, 2022. Counsel for the Manufacturer argued that the second replacement part took

over 30 days to arrive to the authorized service agent due to a natural disaster, specially COVID. When the witness was questioned as to the exact date that the left side headlamp control unit was ordered, she did not know the exact date. When the witness was questioned as to how many days it would typically take for the left side headlamp control unit to arrive to the authorized service agent in the absence of COVID, she was not able to provide a specific number of days. Additionally, the Manufacturer could not provide details as to the specifics of how COVID affected the supply chain for the part in question. Due to the witness's failure to provide time frames regarding the arrival of the left side headlamp control unit, as well her failure to provide details regarding the effects of COVID on the Manufacturer's supply chain, the Manufacturer could not state, with any certainty, how many days out of service were attributable to supply chain delays caused by COVID.

The Board found that the evidence established that the headlight control unit malfunction substantially impaired the use, value and safety of the vehicle, thereby constituting one or more nonconformities as defined by the statute and the applicable rule. The evidence established that the motor vehicle was out of service for repair of one or more nonconformities for a cumulative total of 30 or more days. The Board rejected the Manufacturer's assertion that the 30-day period should be extended due to supply chain delays caused by COVID, based on a lack of evidence. After 15 or more days out of service, the required written notification was sent to the Manufacturer. Following receipt of the notification, the Manufacturer or its service agent had the opportunity to inspect or repair the vehicle. Accordingly, it was presumed that a reasonable number of attempts had been undertaken to conform the motor vehicle to the warranty. The Consumer was entitled to the requested relief under the Lemon Law and a refund was awarded.

Stillman v. FCA US LLC, 2022-0076/TLH (Fla. NMVAB July 27, 2022)

The Consumer complained of a cracked differential in which the Board found to be a nonconformity. The vehicle was out of service by reason of repair from January 6 – February 10, 2022, for a total of 36 cumulative out-of-service days. The Manufacturer asserted the cracked differential was repaired within a reasonable number of attempts. More specifically, the Manufacturer argued that the majority of the out of service days should not be attributable to repair because of parts delays caused by COVID-19, which should be considered a natural disaster pursuant to §681.104(3)(b), Fla. Stat. The Manufacturer's representative testified that once the dealership diagnosed the problem of the cracked differential on January 6, 2022, a new front differential housing was needed to repair the vehicle and was ordered the next day. He testified that, while the part was on back order, the Manufacturer upgraded the order status with the part supplier to "VOR" or "vehicle off road," meaning the supplier should overnight the part once it became available. He argued the part delay was due to supply chain problems caused the COVID-19 global pandemic and that, prior to COVID, the part would normally be available in around three days, and argued that the repair attempt should only count as seven out of service days: two days for the diagnosis and ordering of the part, three days for the normal delivery time for the part to be delivered to the repair facility, and two days for the repair work to be completed. In response to a question posed to him, he did not know if the part was available at the factory where new Jeep Gladiators were being assembled.

The Board unanimously found that the evidence established that the cracked differential substantially impaired the use, value and safety of the vehicle, thereby constituting one or more nonconformities as defined by the statute and the applicable rule. The evidence established that the motor vehicle was out of service for repair of one or more nonconformities for a cumulative total of 30 or more days. After 15 or more days out of service, the required written notification was sent to the Manufacturer. Following receipt of the notification, the Manufacturer or its service agent had the opportunity to inspect or repair the vehicle. The Manufacturer argued that the length of the January 6 - February 10, 2022, repair attempt was caused by the COVID-19 global pandemic, that only seven days should be found attributable to this repair attempt, and that the nonconformity should be found to have been corrected within a reasonable number of attempts. However, a majority of the Board, while acknowledging that the part needed for repair was not available in the regular supply chain, found that the Manufacturer failed to demonstrate that the part was not available by some other means outside the regular supply channel, such as the factory where new Jeep Gladiators were being produced. Therefore, the Manufacturer's argument was rejected by a majority of the Board. Accordingly, it was presumed that a reasonable number of attempts had been undertaken to conform the motor vehicle to the warranty. The Consumer was entitled to the requested relief under the Lemon Law and was awarded a refund.

MANUFACTURER AFFIRMATIVE DEFENSES §681.104(4), F.S.

Defect does not substantially impair use, value or safety of vehicle §681.104(4)(a), F.S.

Shah and Asad v. American Honda Motor Company, 2022-0098/MIA (Fla. NMVAB July 29, 2022)

The Consumers complained of an Apple Car Play malfunction in their 2022 Honda CR-V. The Consumer testified that, shortly after taking delivery of the vehicle, he and his wife began to experience intermittent Apple Car Play issues. He explained that when the problem occurred, the infotainment display screen would freeze, leaving him unable to access the features that are part of the infotainment system, including the backup camera, the navigation system, and making or receiving phone calls. Further, regarding Apple Car Play, he testified that when using Google Maps, the display screen was intermittently blurry or pixelated. He played several videos to the Board showing the screen freezing and the display screen blurriness while using Google Maps.

The Manufacturer asserted the alleged defect or condition did not substantially impair the use, value or safety of the vehicle, and any defect were repaired within a reasonable number of attempts. The Manufacturer's representative testified that he test drove the Consumers' vehicle for 60 miles on March 9, 2022, and for 155 miles at the final repair attempt on May 16, 2022. Regarding the March 9, 2022, test drive, he testified that he was unable to duplicate any problem with Apple Car Play or the display screen during his test drive. At the final repair attempt test

drive, he testified that, while the Consumer was using Google Maps, he did witness that the display screen at times was a little blurry or further described it as like a minor pixelization of the images. He added that this occurred only while Apple Car Play was being used and only while the Consumer's cell phone and connecting cable were being utilized. He testified that he then plugged his cell phone and his connecting cable into the vehicle to use Google Maps with Apple Car Play. He added that he was unable to duplicate any problem with blurriness or pixelization while using his cell phone/connecting cable. He added that he believed there was no defect with the Apple Car Play function of the vehicle and opined that any problems with the use of Apple Car Play were as a result of the Consumers' cell phones and not with the vehicle itself.

The Board found that the evidence failed to establish that the Apple Car Play malfunction complained of by the Consumers substantially impaired the use, value or safety of the vehicle so as to constitute one or more nonconformities as defined by the statute. Accordingly, the Consumers were not entitled to repurchase relief under the Lemon Law and the case was dismissed.

Ward v. Toyota Motor Sales, USA, Inc., 2022-0102/STP (Fla. NMVAB September 16, 2022)

The Consumer complained that the third-row seat did not lay flat when folded down in the stored position of her 2022 Toyota Sienna. The Consumer testified that on the day she purchased the vehicle, she immediately noticed a problem with the 60/40 split bench seat in the third row of the vehicle. She explained that when the third-row seat was folded down in the stored position, the larger "60 section" of the seat laid "flat"; however, the smaller "40 section" of the seat did not lay flush next to the larger section, rather it "protrudes up" about three inches. She submitted photographs of the seat into evidence to depict the problem. She first complained about the problem to the salesperson on the date of purchase and was told that the seat could be fixed or replaced; as a result, she proceeded with the vehicle purchase. Just a few days later on April 1, 2022, she brought the vehicle to the authorized service agent for repair of the problem. She was told by the service department that the seat was operating normally; that no repair was necessary; and that the complained-of problem was a "design characteristic." She asserted that the problem made it very difficult to slide luggage and files in and out of the vehicle's cargo space. She explained that she had been utilizing a bungee cord to tie down the "40 section" of the seat so that it would lay flush next to the larger "60 section," since the problem has not been remedied. When questioned by the Board as to whether the third-row seat locked in place when it is put in the upright position, she said that the seat appears to lock; however, she testified that she has never had a passenger sit in the third-row seat because she was worried that the seat may be potentially unsafe.

The Manufacturer asserted the alleged nonconformity did not substantially impair the use, value or safety of the motor vehicle; and the alleged nonconformity was a normal characteristic of the vehicle. With respect to the Consumer's complaint that the third-row seat did not lay flat when folded down in the stored position, the Manufacturer's representative testified that he inspected and took photographs of the third-row seat in a like model vehicle, which were submitted into evidence in support of the Manufacturer's position that the complaint was a normal

characteristic for the model vehicle. He explained that the authorized service agent first inspected the Consumer's vehicle for the complaint on April 1, 2022, when the third-row seat operated normally and no repairs were performed. Additionally, he testified that the authorized service agent inspected the Consumer's vehicle for a second time on September 8, 2022. During that visit, the third-row seat in the Consumer's vehicle was compared to the third-row seats in four like model vehicles, all of which appeared and functioned the same. He concluded that the third-row seat was operating normally, noting that no technical service bulletins or safety recalls had been released concerning the issue. He also opined that the complaint may be an "inconvenience related concern," but not a safety concern.

The Board found that the evidence failed to establish that the third-row seat not lying flat when folded down in the stored position, as complained of by the Consumer, substantially impaired the use, value or safety of the vehicle so as to constitute one or more nonconformities as defined by the statute. Accordingly, the Consumer was not entitled to repurchase relief under the Lemon Law and the case was dismissed.

REFUND §681.104(2)(a)(b), F.S.:

Placilla v. Subaru of America, Inc., 2021-0476/JAX (Fla. NMVAB July 15, 2022)

The Consumer's 2020 Subaru Ascent was decaled a "lemon" by the Board. The Manufacturer requested that $1,020.00 for a dent and paint protection policy, which was included in the gross capitalized cost of the vehicle, be deducted from the Consumer's refund. The Manufacturer's request that $1,020.00 for a dent and paint protection policy be deducted from the Consumer's refund was denied by the Board.

Incidental Charges §681.102(7), F.S.

Jackson v. Jaguar Land Rover North America, LLC, 2022-0110/FTM (Fla. NMVAB September 13, 2022)

The Consumer's 2019 Land Rover Discovery Sport was declared a "lemon" by the Board. The Consumer requested reimbursement of $30.00 for express mail postage incurred in mailing the motor vehicle defect notification form to the Manufacturer; and $8.95 for mailing the motor vehicle defect notification form to the Office of the Attorney General, as incidental charges. The Manufacturer objected to the $30.00 for express mail on the basis that it was an excessive amount. The Manufacturer objected to the $8.95 for postage to the Office of the Attorney General on the basis that the motor vehicle defect notification form could be provided to the Lemon Law program through standard U.S. mail and did not require additional charges. The Board rejected the Manufacturer's arguments and awarded the Consumer $30.00 for express mail postage incurred in mailing the motor vehicle defect notification form to the Manufacturer; and $8.95 for mailing the motor vehicle defect notification form to the Office of the Attorney General. §681.102(7), Fla. Stat.

Feldman v. Jaguar Land Rover North America, LLC, 2022-0054/MIA (Fla. NMVAB July 29, 2022)

The Consumer's 2019 Jaguar I-Pace was declared a "lemon" by the Board. The Consumer requested reimbursement of an unspecified amount for the sales tax to purchase a new vehicle; an unspecified amount of insurance payments made for a new vehicle; and an unspecified amount paid to transfer the title of the used vehicle, as incidental charges. The Manufacturer objected, arguing that sales tax to purchase a new vehicle, insurance payments made for a new vehicle, and fees to transfer title of the used vehicle were not incidental costs under Florida Statute 681. The Board denied the Consumer's requested incidental charges. §681.102(7), Fla. Stat.

Net Trade-in Allowance §681.102(18), F.S.

Posojewitsch v. Volkswagen/Audi of America, Inc., 2022-0115/TPA (Fla. NMVAB August 24, 2022)

The Consumer traded in a used 2013 Nissan Pathfinder encumbered by debt in the amount of $6,200.62, for which a gross allowance of $7,500.00 was assigned, resulting in a net trade-in allowance of $1,299.38, according to the lease agreement. The net trade-in allowance reflected in the lease agreement was not acceptable to the Consumer. Pursuant to Section 681.102(18), Florida Statutes, a J.D. Power/NADA Official Used Car Guide (NADA Guide) in effect at the time of the trade-in was presented. The Manufacturer objected to the use of J.D. Power/NADA Guide presented by the Consumer as it was printed out from the internet and therefore was not a "book." The Manufacturer further asserted that because a date of August 5, 2022, was present at the top of the printout that it was not the "retail price of the trade-in at the time of the trade-in." The Manufacturer argued that §681.102 (18) specifically stated that "the trade-in allowance shall be an amount equal to 100 percent of the retail price of the trade-in vehicle as reflected in the NADA Official Used Car Guide (Southeastern Edition) . . . in effect at the time of the trade-in;" and further argued that §681.102 (18) states "[t]he manufacturer shall be responsible for providing the applicable NADA *book.*" The Consumer's attorney explained that the J.D. Power/NADA Guide website required that the actual date of the trade-in be input and that the August 5, 2022, date was most likely the date that the page was printed out. The Board took note that exhibit specifically stated that the "period" was November 20, 2021, the date of the trade-in. According to the J.D. Power/NADA Guide, the trade-in vehicle had a base retail price of $15,525.00. Adjustment for mileage and accessories as testified to by the Consumer and/or reflected in the file documents, resulted in a total retail price of $14,275.00. Deduction of the debt resulted in a net trade-in allowance of $8,074.38.

Reasonable Offset for Use §681.102(19), F.S.

Viton-Garcia v. Volkswagen/Audi of America, Inc., 2021-0485/MIA (Fla. NMVAB July 15, 2022)

The agreed upon value of the vehicle, for the purpose of calculating the statutory reasonable offset for use, was $61,481.76 ($62,481.76 reduced by a manufacturer rebate of

$1,000.00). Mileage attributable to the Consumer up to the date of the Better Business Autoline hearing was 6,558 miles (6,769 odometer miles reduced by 20 miles at delivery, and 191 other miles not attributable to the Consumer). Application of the statutory formula resulted in a reasonable offset for use of $3,359.98. The Consumer argued that the $7,500.00 electric vehicle tax credit given to him at lease-signing should be treated as a rebate for purposes of calculating the offset for use. The Manufacturer argued that the tax credit was given to the Consumer by the federal government and therefore, was not a Manufacturer or dealer incentive or rebate and should not be treated as such in the offset for use calculation. Upon consideration, the Board found that the $7,500.00 electric vehicle tax credit was not a rebate and consequently, was not utilized in calculating the offset for use.

MISCELLANEOUS PROCEDURAL ISSUES:

Killick v. Mercedes-Benz USA, LLC, 2022-0029/TPA (Fla. NMVAB July 1, 2022)

The Manufacturer raised several affirmative defenses in its Answer, including that the Consumer's case should be dismissed because it was not timely filed with the Florida New Motor Vehicle Arbitration Board. Section 681.109(4), Florida Statutes, states that "[a] consumer must request arbitration before the board with respect to a claim arising during the Lemon Law rights period no later than 60 days after the expiration of the Lemon Law rights period, or within 30 days after the final action of a certified procedure, whichever date occurs later." The Lemon Law rights period is defined under 681.102(9), Florida Statutes, as "the period ending 24 months after the date of the original delivery of a motor vehicle to a consumer." In order to determine whether the Consumer's claim was timely filed, the Board must first calculate the Lemon Law rights period. In this case, the date of delivery of the subject vehicle took place on Tuesday, June 11, 2019. The Board looked to Rule 2.514, Florida Rules of Judicial Administration, for instructions on how to calculate the start of the Lemon Law rights period. To first determine "the period ending 24 months after the date of the original delivery of a motor vehicle to a consumer," Rule 2.514(a)(1)(A), Florida Rules of Judicial Administration, provides that one should "begin counting from the next day that is not a Saturday, Sunday, or legal holiday." Because the date of original delivery was Tuesday, June 11, 2019, the next day that is "not a Saturday, Sunday, or legal holiday" on which to begin the count is Wednesday, June 12, 2019. To then determine the expiration of the Lemon Law rights period, a majority of the Board looked to *Board Emergency Order 20-002*, entered on March 20, 2020, but retroactive to March 9, 2020, which states "all time frames established by Chapter 681, Florida Statutes, and the rules promulgated thereunder, as they relate to the substantive and procedural requirements of the Lemon Law, shall be and are hereby STAYED, and SUSPENDED" (the "Stay Order"). That majority of the Board then looked to *Board Emergency Order 20-006*, entered on October 27, 2020, which states "[a]s of November 11, 2020, the suspension of the time frames established by Chapter 681, Florida Statutes, will cease. All time frames previously suspended will resume running on November 11, 2020." Applying the two Board Emergency Orders, the Lemon Law rights period was stayed and suspended on March 9, 2020, until it resumed on November 11, 2020, which is a 248-day period. As a result, the Consumer's Lemon Law rights period did not end on June 11, 2021; rather, it was extended 248 days from June 11, 2021, until February 14, 2022. Accordingly, the Consumer's

Request for Arbitration, filed on February 1, 2022, during the Lemon Law rights period, was timely filed. The Manufacturer's assertion to the contrary was rejected.

Davis v. Nissan Motor Corporation, USA, 2021-0465/TPA (Fla. NMVAB August 12, 2022)

The Manufacturer's Answer was filed on July 12, 2022, one day beyond the date required for timely filing. Pursuant to paragraph (8), *Hearings Before the Florida New Motor Vehicle Arbitration Board*, the Manufacturer's Answer must be filed with the Board Administrator no later than 20 days after receipt of the Notice of Arbitration, and affirmative defenses not timely raised in a timely filed Answer cannot be raised at the hearing, unless permitted by the Board. The Manufacturer did not assert why the Answer was filed untimely. Upon consideration, the Board declined to admit the Manufacturer's Answer and the Manufacturer was not permitted to present evidence in support of its defenses. The Manufacturer's representative was permitted to cross-examine the Consumer and make a closing statement on behalf of the Manufacturer. However, the Manufacturer raised a jurisdictional issue, citing the Consumers' case should be dismissed because it was not timely filed with the Florida New Motor Vehicle Arbitration Board. Section 681.109(4), Florida Statutes, states that "[a] consumer must request arbitration before the board with respect to a claim arising during the Lemon Law rights period no later than 60 days after the expiration of the Lemon Law rights period, or within 30 days after the final action of a certified procedure, whichever date occurs later." The Lemon Law rights period is defined under 681.102(9), Florida Statutes, as "the period ending 24 months after the date of the original delivery of a motor vehicle to a consumer." In order to determine whether the Consumer's claim was timely filed, the Board must first calculate the Lemon Law rights period. In this case, the date of delivery of the subject vehicle took place on Saturday, March 23, 2019. The Board looked to Rule 2.514, Florida Rules of Judicial Administration, for instructions on how to calculate the start of the Lemon Law rights period. To first determine "the period ending 24 months after the date of the original delivery of a motor vehicle to a consumer," Rule 2.514(a)(1)(A), Florida Rules of Judicial Administration, provides that one should "begin counting from the next day that is not a Saturday, Sunday, or legal holiday." Because the date of original delivery was Saturday, March 23, 2019, the next day that was "not a Saturday, Sunday, or legal holiday" on which to begin the count is Monday, March 25, 2019. To then determine the expiration of the Lemon Law rights period, a majority of the Board looked to *Board Emergency Order 20-002*, entered on March 20, 2020, but retroactive to March 9, 2020, which states "all time frames established by Chapter 681, Florida Statutes, and the rules promulgated thereunder, as they relate to the substantive and procedural requirements of the Lemon Law, shall be and are hereby STAYED and SUSPENDED" (the "Stay Order"). That majority of the Board then looked to *Board Emergency Order 20-006*, entered on October 27, 2020, which states "[a]s of November 11, 2020, the suspension of the time frames established by Chapter 681, Florida Statutes, will cease. All time frames previously suspended will resume running on November 11, 2020." Applying the two Board Emergency Orders, the Lemon Law rights period was stayed and suspended on March 9, 2020, until it resumed on November 11, 2020, which is a 248-day period. As a result, the Consumer's Lemon Law rights period did not end on March 24, 2021; rather, it was extended 248 days from March 24, 2021, until November 27, 2021. Accordingly, the Consumer's Request for Arbitration, filed on November 16, 2021, during the Lemon Law rights period, was timely filed. The Manufacturer's assertion to the contrary was rejected.