



## Appeals Court Upholds Lemon Law Rights Of Consumers With Leased Vehicles

*Appeals Court in Illinois upholds lemon law rights for consumers with leased vehicles. Lemon Law Case involves a leased 2000 Maxima with multiple problems, will now be tried in Circuit Court where it had been dismissed.*

([PRWEB](#)) October 2, 2003 -- FOR IMMEDIATE

RELEASE

FOR MORE INFORMATION

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### APPEALS COURT UPHOLDS LEMON LAW RIGHTS OF CONSUMERS WITH LEASED VEHICLES

Chicago, Illinois (PRWEB) October 1 2003 — An Appeals Court in Illinois has overturned a Cook County Circuit Court's decision and upheld the lemon law rights of consumers who lease their vehicles. The Appellate Court recognized that — public policy is best served by affording long-term automobile lessees the same rights afforded to buyers. — This decision stands in direct opposition to the New York Court of Appeals ruling of 2002 that determined leased automobiles are exempt from federal consumer protection — lemon laws. —

Though each state has its own — lemon laws — the Magnuson-Moss Warranty Federal Trade Improvement Act, often referred to as the — Federal Lemon Law —, can offer stronger legal protection to a lemon vehicle owner than the state law. The Magnuson-Moss law was enacted in 1975 to ensure that manufacturers stand behind their products with a written warranty. It gives the consumer the right to sue the warrantor for damages; elect repair, replacement, or refund for defective parts and provides for payment of attorney fees by the warrantor. Auto manufacturers have recently rallied their legal defense against the act by arguing to judges, juries and arbitrators that the language in the act implies that these rights only apply to a vehicle buyer, but not a lessee.

Illinois plaintiffs Martin and Akhshirash Dekelaita filed suit against Nissan Motor Corporation for breach of warranty for their leased 2000 Maxima SE, which had been in the shop numerous times for engine and brake problems. Despite repeated attempts to repair the vehicle, it remained defective. Nissan's attorneys argued that lemon law protection only applies when the vehicle is purchased, not leased, the case was dismissed by the circuit court in January of 2002 and the plaintiffs appealed.

Adam J. Krohn, managing partner of Krohn & Moss, Ltd., the law firm that successfully handled the appeal, has declared the Appellate Court's decision — a tremendous victory for consumers throughout the nation and the State of Illinois. — Mr. Krohn commented, — No longer will consumers be without recourse when their leased automobile turns out to be a lemon. —



For more information on this decision or on the "lemon laws" contact Adam Krohn at 312-578-9428 Ext. 222. Or visit [www.yourlemonlawrights.com](http://www.yourlemonlawrights.com) on the World Wide Web.  
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