

CALIFORNIA DISPUTE SETTLEMENT PROGRAM FAQ

WHAT IS THE ROLE OF CDSP AS ADMINISTERED BY NCDS?

CDSP is a neutral administrator of informal dispute resolution programs for certain certified programs in the State of California, which have been established to resolve automotive warranty disputes for your claims that are eligible under the applicable warranty period of your vehicle. The currently certified Manufacturers for which CDSP administers cases are FCA US LLC, Tesla Motors, and Toyota Motor Sales (Toyota vehicles only).

The automotive warranty arbitration programs are free of charge for Consumers as required by the Magnuson-Moss Federal Warranty Act. Funding for the automotive warranty arbitration programs comes from participating automotive Manufacturers. CDSP staff is independent from automotive Manufacturers. The Arbitrator is an independent, third party neutral, who has been recruited and trained by CDSP and has sufficient subject matter knowledge to make a fair, impartial and reasoned decision. Arbitrators are independent from both CDSP and the participating automotive Manufacturers.

To ensure utmost efficiency in handling your claim, the Magnuson-Moss Federal Warranty Act and applicable Federal Trade Commission regulations require all eligible warranty disputes to be processed and closed within forty (40) days from the date the claim is filed with CDSP.

The function of CDSP is to provide a conduit between the parties (e.g., vehicle owners and automotive Manufacturers) and Arbitrators for assistance in scheduling hearings, implementing the CDSP Program Rules (the “Rules”), and the transmitting of information, evidence, requests, and decisions. CDSP oversees the arbitration process under its [“California Dispute Settlement Program Hearing Process Rules”](#). CDSP is not the decision maker and cannot change a decision of an independent Arbitrator or panel of Arbitrators who have made a final decision on the case after hearing the evidence presented. In fulfilling its administrative function, CDSP abides by the highest standards of impartiality, fairness, and integrity.

CA Owners of qualifying vehicles manufactured by FCA US LLC, Tesla and Toyota, who are experiencing a problem with their vehicle which in their

opinion has not been resolved by the automotive dealer and Manufacturer, can submit a claim to CDSP by following the steps outlined below.

HOW DO I SUBMIT A CLAIM TO CDSP?

You can easily file a claim online through our website by using our [eFile Claim](#) process. This is the most expeditious manner of filing your claim and you will generally hear from CDSP within 24 to 48 hours after filing your efile claim. You can also print out and complete the applicable claim form (Manufacturer specific) and email the form and any of your related documents to info@ncdsusa.org, fax to (586) 226-2559, or mail the form to the address listed at the bottom of the claim form. **Please note that claim forms must be completed in English.**

However you choose to file your claim, you will need to provide the following information:

- A. Your complete Contact Information, including email address and telephone numbers
- B. The Contact Information for any legal representative, including address, email and phone numbers, if you are going to be represented by legal counsel
- C. Vehicle Information (Year, Make, Model, Vehicle Identification Number and current mileage on the vehicle)
- D. Authorized Selling and Servicing Dealer's Contact Information
- E. A Description of the Problem(s) with your Vehicle
- F. The Resolution you are Seeking – Your options are a repair, repurchase, replacement or reimbursement. (Please note that a “repurchase” means you are seeking your purchase price money back, a “replacement” means you would like your vehicle replaced with another like model new vehicle, and a “reimbursement” means you are seeking a refund for warranty repairs and expenses you have paid).
- G. Selection of Hearing Type: CDSP has provided a listing of factors to consider when choosing the Hearing Type:
 - i. Document Only Hearing in which a three (3) member Arbitrator panel will review solely the written evidence submitted by the parties (e.g., you and the automotive Manufacturer); or
 - ii. In-person, Oral Hearing by a Single Arbitrator who will review written evidence and hear testimony presented and possibly participate in a test drive of the vehicle; or

- iii. Teleconference hearing in which verbal testimony is given by the parties to the Arbitrator through use of a teleconferencing system.

Ten (10) Factors to Consider when Choosing the Hearing Type	Documents Only Hearing	In-Person, Oral Hearing	Tele-Conference Hearing
1 Your attendance is required at the hearing. Note: neither the vehicle owner nor the automotive Manufacturer's Representative are permitted to participate in person for the Documents Only Hearing or the Teleconference Hearing.	N/A	Yes	N/A
2 Unless State law or regulation states otherwise or you are only seeking reimbursement for past repairs, the vehicle must be available at the hearing for the Arbitrator's inspection and potential test drive.	N/A	Yes	N/A
3 Ability to present written evidence that supports your claim.	Yes	Yes	Yes
4 Ability to present oral testimony that supports your claim.	N/A	Yes	Yes
5 Ability to demonstrate to the Arbitrator the conditions related to your claim through a test drive of your vehicle or observation of your vehicle. Note, if a test drive is taken, you will be expected to show a valid driver's license, registration and proof of insurance, and the Arbitrator is not permitted to drive your vehicle.	N/A	Yes	N/A
6 Ability to introduce evidence in written form by a Technical Expert. For the documents only process, there is a final document submission deadline imposed.	Yes	Yes	Yes
7 Ability to introduce evidence in oral form by a Technical Expert. Note, Dealer Service Personnel may provide testimony too but are not required to do so as the cases are between the Consumer and the automotive Manufacturer only.	No	Yes	Yes
8 Ability to defend any Affirmative Defenses that may be presented by the automotive Manufacturer, such as a failure to maintain the	No	Yes	Yes

vehicle, modification to the vehicle, after-market parts used on the vehicle, an abuse of the vehicle, etc.

9	Opportunity to question witnesses and rebut any testimony or evidence presented by the automotive Manufacturer's representative.	No	Yes	Yes
10	Potential to reach a mediated settlement at the Hearing.	No	Yes	Yes

Once CDSP receives your completed claim form, a Case Administrator will determine if your vehicle and the problem(s) (or defect(s)) listed qualify for the CDSP arbitration program. Eligibility is determined by the particular warranty coverage for your vehicle.

CDSP will mail you either an Ineligible Letter, or an Eligible Letter acknowledging receipt of your claim, along with a copy of the Program Rules.

WHAT IF I HAVE QUESTIONS ABOUT THE ARBITRATION PROCESS, RULES, OR WHAT TO DO NEXT?

Please refer to the [CDSP rules](#) to answer any of your questions about the arbitration process. You may always email us at info@ncdsusa.org, email the CDSP Case Administrator assigned to your case, or call a CDSP Case Administrator at 1-800-777-8119 to help guide you.

WILL THERE BE AN OPPORTUNITY TO MEDIATE?

After you file a claim for arbitration and your claim is deemed eligible, your automotive Manufacturer may attempt to mediate a resolution directly with you or through CDSP's mediation service up to the scheduled hearing date. CDSP's staff may facilitate the exchange of offers between you and the automotive Manufacturer. Because CDSP is a neutral administrator, CDSP cannot advise you on whether to accept or reject an offer. It's also possible you may reach a mediated settlement with the automotive Manufacturer at your In-person, Oral Hearing.

WHAT DO I NEED TO DO TO PREPARE FOR A DOCUMENTS ONLY HEARING, THE IN-PERSON, ORAL HEARING OR THE TELECONFERENCE HEARING?

- A. For all hearing types, CDSP recommends you:
 - i. Read and understand the California Dispute Settlement Program Hearing Process Rules and your state's lemon law. You may also want to review the Federal Act known as the Magnuson-Moss

- Warranty Act, and the Uniform Commercial Code, all of which the Arbitrator may take into consideration to decide your case.
- ii. Read the related documents pertaining to your vehicle (e.g., Warranty, Owner's Manual and Owner's Warranty Rights Booklets).
 - iii. Make an outline of your case so you are prepared to present your position.
 - iv. Be prepared to support your position with written evidence (e.g., copies of Repair Orders) (and testimony for In Person and Teleconference Hearings). Documents that are useful for an Arbitrator include but are not limited to the following:
 1. Sales or lease contract/agreement
 2. Vehicle's warranty information
 3. Vehicle's repair order(s) and maintenance records. PLEASE NOTE: CDSP is not able to obtain copies of Repair Orders or other vehicle maintenance documents from the Dealerships.
 4. Applicable correspondence between the parties
 5. Other supporting documents or files (e.g., videos, photographs, technical service bulletins and information);
 - v. Make sure your documentation "states the facts" based on your objective opinion, and consider presenting written evidence from witnesses that can support your case.
 - vi. State in writing what the remedy is you are seeking. Under the Magnuson-Moss Warranty Act, you are able to seek a repair, repurchase, replacement or reimbursement. You should review your vehicle's Warranty Book or Owner's Manual for other exclusions as to what remedies can or cannot be requested in the process.
 - vii. Remember, the purpose of the hearing is for the parties to provide the Arbitrator with the necessary evidence and facts to render a fair and reasoned decision. As such, prior to the hearing, you should take the necessary time to prepare for your arbitration hearing. Each party is responsible for the preparation of the evidence to support their position.
 - viii. To summarize, your testimony and evidence should support the following:
 1. The existence of the vehicle problems listed on your claim form;

2. Why you believe the problems represent a manufacturing defect in materials and/or workmanship and are covered by the applicable warranty period;
3. The automotive Manufacturer and its authorized servicing dealer and/or representatives have had a reasonable opportunity to repair your vehicle;
4. The number of repairs and days out of service associated with the defect(s) or problems; and
5. The defect(s) or problems represent a substantial impairment to the use, value or safety of your vehicle.

B. Evidence Presentation for a Hearing by Documents Only:

- i. If you elect a documents-only hearing, neither party will be permitted to offer live testimony or test drive the vehicle in the presence of the arbitrators.
- ii. Under a documents-only hearing, once the deadline for the submission of final documents expires, all evidence timely received will be forwarded to the panel of three (3) arbitrators for review and disposition on the merits.
- iii. Note that the decision of a panel under this process has the same force and effect as an oral hearing decision.

C. For In Person Hearings, CDSP requires you:

- i. To submit all documents to CDSP with sufficient time prior to the hearing in order for the Case Administrator to disburse copies to the other party and the Arbitrator.
- ii. Bring the original of any documents you have sent to CDSP and two (2) extra copies of any new evidence you plan to introduce at the hearing (one for the Manufacturer and one for the Arbitrator).
- iii. Bring the proper equipment to view any video evidence and/or play any audio evidence you are presenting and make sure that CDSP has a copy of the video and/or audio evidence for the permanent case file.

WHAT SHOULD I DO AT THE IN-PERSON, ORAL HEARING?

- A. Please schedule sufficient time as the In-person, Oral Hearing typically lasts 1.5 to 2 hours.
- B. It's important to note that while you and the automotive Manufacturer of your vehicle are in a dispute, taking a constructive and professional approach to presenting your case is always recommended.

- C. Please note that all CDSP hearings are conducted in English.** If you need a language interpreter for the arbitration hearing and cannot provide one, contact us immediately. We will attempt to find a volunteer language interpreter. CDSP will assist in locating a sign language interpreter under the Americans with Disabilities Act should such interpreter be required.
- D. Make sure you arrive at the scheduled hearing location on time. If you are going to be late, contact your CDSP Case Administrator right away and provide an estimated time of arrival.
- E. If you are seeking any remedy (e.g., repurchase, replacement, repair, etc.) except reimbursement for past repairs, unless state law or regulation states otherwise, the vehicle must be available at the hearing for the Arbitrator's inspection.
- F. When you arrive at the in person hearing location, you should check in with the Service Manager and state that you are there for an arbitration hearing. If the hearing is at a neutral location, you should check in with the reception desk.
- G. The Arbitrator will introduce himself or herself and make an Opening Statement which will provide you with an outline of how the hearing will proceed.
- H. Both you and the automotive Manufacturer will provide any written evidence and oral testimony that supports your position.
- I. Where appropriate, show the Arbitrator the conditions related to your claim through a test drive (the Arbitrator is not permitted to drive your vehicle) or observation of your vehicle. If a test drive is taken, you will be expected to show a valid driver's license, current vehicle registration and proof of insurance.
- J. Both you and the automotive Manufacturer can introduce evidence in written and/or oral form by a Technical Expert that has been hired by the particular party. Dealer Service Personnel may provide testimony too but are not required to do so as the cases are between the Consumer and the automotive Manufacturer only.
- K. Be sure all filed issues have been addressed at the hearing.
- L. Be prepared to defend any Affirmative Defenses that may be presented by the automotive Manufacturer, such as an assertion of a failure to maintain the vehicle, modification to the vehicle, after-market parts used on the vehicle, an abuse of the vehicle, etc.

- M. The Arbitrator may ask clarifying questions to gain a thorough understanding of the dispute.
- N. Make sure the Arbitrator knows precisely what the remedy is you are seeking.
- O. Before the hearing is closed, be sure you have provided the Arbitrator, and the other parties, all of your evidence. No further evidence can be presented after the hearing unless the Arbitrator specifically holds the hearing open for the receipt of a particular piece of evidence.
- P. If you fail to appear for the in-person hearing, as stated in Rule 12, the arbitration may proceed in the absence of a party or representative who has received notice and fails to be present or fails to obtain an adjournment. A decision will not be made solely on if a party fails to appear for the in person hearing.

WHAT SHOULD I DO DURING THE TELECONFERENCE HEARING?

- A. For Teleconference Hearings, CDSP requires you:
 - i. To submit all documents to CDSP with sufficient time prior to the hearing in order for the Case Administrator to disburse copies to the other party and the Arbitrator.
- B. Please schedule sufficient time as the Teleconference Hearing typically lasts about an hour.
- C. It's important to note that while you and the automotive Manufacturer of your vehicle are in a dispute, taking a constructive and professional approach to presenting your case is always recommended.
- D. **Please note that all CDSP teleconference hearings are conducted in English.** If you need a language interpreter for the teleconference arbitration hearing and cannot provide one, contact us immediately. We will attempt to find a volunteer language interpreter. CDSP can also arrange for TID services for the hearing impaired.
- E. The arbitrator will introduce himself or herself and make an Opening Statement which will provide you with an outline of how the hearing will proceed.
- F. Both you and the automotive Manufacturer will provide any oral testimony that supports your position.
- G. Be sure all filed issues have been addressed at the hearing.
- H. Be prepared to defend any Affirmative Defenses that may be presented by the automotive Manufacturer, such as an assertion of a failure to maintain the vehicle, modification to the vehicle, after-market parts used on the vehicle, an abuse of the vehicle, etc.

- I. The Arbitrator may ask clarifying questions to gain a thorough understanding of the dispute.
- J. Make sure the Arbitrator knows precisely what the remedy is you are seeking.
- K. Before the hearing is closed, be sure you have provided the Arbitrator, and the other parties, all of your evidence. No further evidence can be presented after the hearing unless the Arbitrator specifically holds the hearing open for the receipt of a particular piece of evidence.
- L. If you fail to call in for the teleconference hearing, as stated in Rule 12, the arbitration may proceed in the absence of a party or representative who has received notice and fails to be present or fails to obtain an adjournment. A decision will not be made solely on if a party fails to appear for the in person hearing.

WHAT IF I NEED AN ADJOURNMENT?

Any request for an adjournment (e.g., changing the date and/or time of the hearing) must be made in writing to your CDSP Case Administrator stating your reason for the adjournment request. The Arbitrator will review the request, and any comments from the other party, and make a decision on the adjournment request. If the Arbitrator believes there is "good cause," the Arbitrator can approve the request for adjournment and will reschedule the hearing. If the request is denied by the Arbitrator, the hearing will be held as originally scheduled. (See Rule 9 of the California Dispute Settlement Program Hearing Process Rules). **When requesting an adjournment request, please note that the case must be heard and closed within forty (40) days as required by the Magnuson-Moss Federal Warranty Act. The hearing will remain as scheduled unless and until the Arbitrator grants the adjournment request.**

WHY HAVEN'T I RECEIVED THE ARBITRATOR'S DECISION EVEN THOUGH THE TIME PERIOD IN THE RULES HAS PASSED?

Once the Arbitrator renders, signs, and dates the decision, it is sent to CDSP to be processed and for CDSP to send to all parties. This can add a few days from the date the decision is rendered by the Arbitrator to when the parties actually receive the decision. As always, feel free to contact the CDSP Case Administrator assigned to your case with any questions.

CAN CDSP CHANGE THE ARBITRATOR'S DECISION?

NO. The Arbitrator alone is the final decision maker.

WHAT IF I DISAGREE WITH THE ARBITRATOR'S DECISION AND WHAT ARE MY REMEDIES POST-DECISION?

Certain CDSP programs which comply with the Federal Regulations promulgated by the Federal Trade Commission under the Magnuson-Moss Warranty Act (generally the Automobile Warranty Programs), are not binding on the Consumer and the Consumer is free to accept or reject the Award. The “non-binding” arbitration program means the Arbitrator’s decision is non-binding on you as the vehicle owner but binding on the automotive Manufacturer if you accept the decision. If you do not accept the decision, you may pursue other legal remedies under state or federal law.

Remedies Post-Decision: After the Arbitrator’s decision is rendered, you will receive a letter from CDSP indicating that if you are dissatisfied with the decision, the Manufacturer’s intended actions, or eventual performance, you may pursue other legal remedies, including Small Claims Court. You may refile a new claim, provided you have acquired new evidence since the last hearing decision was issued, and the vehicle is still covered under the applicable warranty. Please note that the Manufacturer may deny eligibility under their program for the refiled case.

Also see below regarding seeking a “clarification” of the decision.

WHAT IS A "REQUEST FOR MODIFICATION AND/OR CLARIFICATION" UNDER THE RULES?

If there is an apparent mistake in a name or description in an Award, it can be corrected through the use of a "Request for Clarification" without taking the matter to Court. The Arbitrator can modify a decision if the Arbitrator finds he/she did not have the authority to make a particular decision. The Arbitrator cannot redetermine the merits of the case to simply change the decision at the request of any party. Your request for Clarification must contain the particular portion(s) of the decision for which you are seeking clarification. See Rule 23 of the [“California Dispute Settlement Program Hearing Process Rules”](#) for specific directions on seeking a clarification.