

Minnesota's Car Laws

**A Guide to Minnesota's Lemon Law,
Used Car Warranty Law and Truth-In-Repairs**



**From the Office of
Minnesota Attorney General
Mike Hatch**

www.ag.state.mn.us



Check out the Attorney General's comprehensive "Car Handbook" for information about new and used car purchases, leasing and playing the negotiations game.

**For a free copy, call 651-296-3353 or 1-800-657-3787. TTY: 651-297-7206 or 1-800-366-4812.
The brochure is also available on the Attorney General's web site at: www.ag.state.mn.us.**

No Three Day "Cooling Off" Law

Did you know that there is no three day "cooling-off" law when you buy a car? Once you sign the contract, the car is yours. You can't return the vehicle if you decide that you don't want it or can't afford it.

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Minnesota's Lemon Law

Popularly known as the “lemon law,” Minnesota’s motor vehicle warranty statute was created to help protect you when you buy or lease a car, pickup truck, or van, that is still under the original manufacturer’s warranty. The law is not intended to eliminate all problems you will ever encounter with your vehicle. What it does do is require manufacturers to honor the time and mileage provisions of their written warranties. And, it provides special arbitration, refund and replacement provisions for vehicles which are considered to be real “lemons.”

Which Motor Vehicles Are Covered?

The Minnesota lemon law covers new motor vehicles purchased or leased in Minnesota. The law covers passenger automobiles, as well as pick-up trucks and vans. The self-propelled motor vehicle chassis or van portion of a recreational vehicle is also covered. That means that as long as the “lemon” problem covers warranted portions of the chassis and van portion of a recreational vehicle, the entire recreational vehicle may be subject to replacement or refund. It does not cover areas other than the chassis, such as living areas or other amenities that may have been added to the chassis by the R.V. manufacturer. It also covers used vehicles that are still under the original manufacturer’s warranty. These cars must be used at least 40 percent of the time for personal, family or household purposes (Leased vehicles are covered by the law if the lease term is longer than four months).

The first report of a defect must occur within the warranty period, or two years, whichever comes first. If you have continuing problems with the same defect, however, you still can make a claim until the end of the third year.

The Manufacturer's Duty to Repair

The manufacturer or its authorized dealer must repair a motor vehicle in accordance with the terms of the warranty, even after the manufacturer’s warranty has expired, if:

Are you having trouble with a new car you just bought? Is your “new” used car making strange noises? Maybe you had trouble with a repair shop?

This brochure is designed to guide you through Minnesota's Lemon Law, Used Car Warranty Law and Truth In Repairs Law. Buckle your seat belt, this is going to be a quick ride through “Car Law 101.”

1. The motor vehicle has a defect or problem which is covered by the warranty; and,
2. The problem has been reported by the vehicle’s owner within the warranty period, or within two years after delivery of the vehicle, whichever comes first.

The Manufacturer's Duty to Refund or Replace

The law has special refund and replacement provisions for cars that have substantial defects or problems, commonly called “lemons.” Under the law, if the manufacturer or its authorized dealer has been unable to repair a car’s problem after a “reasonable number of attempts,” the buyer or lessee may go through a manufacturer’s arbitration program, or to court, to seek a full refund of the car’s purchase price (minus a deduction for use of the vehicle). The law considers a “reasonable number of attempts” to be any one of the following:

- ✓ Four or more unsuccessful attempts to repair the same defect; or,
- ✓ One unsuccessful attempt to repair a defect



- which has caused the complete failure of the steering or braking system and which is likely to cause death or serious bodily injury; or,
- ✓ A car which has been out of service due to warranty repairs for 30 or more cumulative business days.

In each case the initial defect must occur within the warranty period, or two years, whichever comes first, but the manufacturer's repair attempts may extend to the end of the third year. Even if you do not meet one of the above categories, you may still have a lemon law claim, but it will be harder to prove.

Situations When Refunds or Replacements Are Not Given

Be aware that the manufacturer does not have to make a refund or replace the vehicle if:

- ✓ The problem does not substantially impair the use or market value of the vehicle; or,
- ✓ The problem is the result of abuse, neglect or unauthorized modifications or alterations of the vehicle.

Refund and Replacement Eligibility Requirements

Just because a repair shop has made a number of unsuccessful attempts to fix your car you are not automatically eligible for a refund or replacement vehicle. You must first:

- ✓ Write to the manufacturer, zone representative or authorized dealer notifying them of the problem. Specifically state that your car is a lemon and that you want a buy-back under the lemon law. This does two things:
 1. It gives the company an opportunity to fix the defect (the manufacturer gets one more chance to fix the defect after notification); and,
 2. It lets the company know you plan to use Minnesota's lemon law if the defect is not properly repaired.

- ✓ Try to resolve the problem through the manufacturer's automobile dispute arbitration program.

The manufacturer may require you to first go through the arbitration program before filing a lawsuit under the lemon law. Check with the manufacturer or the Minnesota Attorney General's Consumer Division if you have questions about a manufacturer's arbitration program.

If You Are Awarded a Refund

If you are awarded a refund under the terms of the lemon law, the manufacturer must refund:

1. The full purchase price of the vehicle, or the amount you actually paid on your lease. However, for either a purchased or leased vehicle, the manufacturer may deduct a reasonable allowance for the time that you were able to use the vehicle. This deduction cannot exceed 10 cents per mile or 10 percent of the purchase price, whichever is less;
2. The cost of certain options installed by the manufacturer or dealer;
3. Sales tax;
4. License fees;
5. Registration fees;
6. Reimbursement for towing; and,
7. Rental expenses.

Note: If you are awarded a replacement vehicle, you have the option of receiving a refund instead.

Arbitration

Automobile manufacturers doing business in Minnesota must offer consumers an arbitration program which considers consumers' warranty related disputes.

A manufacturer's arbitration program provides consumers a fast and simple way to resolve disputes. Arbitrators can consider arguments based on the lemon law. But, an arbitrator is not a judge and is not required to apply the law the way a court would.



If the manufacturer requires it, consumers must first go through the manufacturer's arbitration program before filing a lawsuit under the lemon law. You may not have to wait until all the lemon law criteria are met before going through arbitration, but you might have a stronger case if all the criteria are met.

In fact, you may not even want to discuss the lemon law in arbitration if your car does not meet the lemon law criteria.

The consumer has certain rights during the arbitration process:

- ✓ Lemon law information. You and the arbitrator(s) must receive a copy of this brochure from the manufacturer's arbitration program.
- ✓ Lemon law arguments. You may make any arguments to the arbitrator(s) you think necessary to support your complaint, including those based on the lemon law. The arbitrator(s) cannot be discouraged or prohibited from considering your arguments.
- ✓ Documents. You are entitled to copies of all documents.
- ✓ Oral presentation. You must be given reasonable written notice of the arbitration and an opportunity to make an oral presentation to the arbitrator(s), unless you agree to a telephone conference or to submit the case on the basis of documents alone. If the case is based on documents alone, the manufacturer or dealer representative cannot participate in discussion or resolution of the dispute. You may get better results if you make a personal oral presentation to the arbitrator(s).
- ✓ Independent appraisal. You must be given an adequate opportunity to get an independent appraisal, at your own cost, of any manufacturer claim that your vehicle does not have a problem or that your vehicle is operating within normal specifications.
- ✓ Repair attempts. You must be given a chance to inform the arbitrator(s) about the results of any recent repair attempts by the manufacturer.
- ✓ Service bulletins. You must be provided with, at reasonable cost, any technical service bulletin which the manufacturer knows directly applies to the specific mechanical problem being disputed.

- ✓ Attorney. You have the right to be represented by an attorney in the arbitration process. However, most arbitration participants appear before the arbitrator(s) without an attorney. Attorney's fees for representation in arbitration are not recoverable under the lemon law.
- ✓ Arbitration decision. You are not bound by the decision of the arbitrator(s), unless you agree to be bound. In the past, manufacturers have agreed to be bound by the arbitration decision. If you are unhappy with an arbitration decision, you may wish to consult an attorney if you wish to file a lawsuit under the lemon law. The arbitration decision is admissible as nonbinding evidence in any subsequent legal action. If you wish to file an appeal of the arbitrator's ruling in court, you must file in court within 30 days of the decision.
- ✓ Refund amount. If the arbitrator(s) decides you should receive a refund or replacement vehicle under the terms of the lemon law, then you are entitled to the same refunds and reimbursements you would have received had you won in court.
- ✓ Bad faith appeal. If a court determines that you or the manufacturer acted in bad faith when you appealed an arbitration decision, the party that wins in court may be entitled to receive three times the actual damages, plus attorney's fees and court costs.

How to Use the Lemon Law in Arbitration or Court

To prepare for a dispute you should:

1. Keep copies of all purchase orders, sales receipts, lease agreements, warranties, repair invoices, letters and other documents concerning your vehicle and any of its problems or potential defects.
2. If your vehicle is in the shop for repairs for more than one day at a time, make sure that the repair invoice shows the date it was brought in and the date you were notified that it was ready to be returned.



3. If you think you are eligible for a refund or replacement vehicle, remember the law requires written notice be given to the manufacturer, zone representative or authorized dealer. You should send a letter by certified mail, with a return receipt requested. If you send the letter to the dealer, send a copy to the manufacturer and keep a copy for your records. You should include the following information in your letter:

- ✓ Your name, address and telephone number.
- ✓ The date you purchased or began leasing the automobile.
- ✓ A list of defects and systems affected.
- ✓ The number of times the vehicle has been subject to repairs for the same problem, and the dates of the repairs.
- ✓ A statement that the defect still exists as of the date of the letter.
- ✓ A reference to the lemon law (Minnesota Statutes, section 325F.665) and a statement that you will pursue a replacement or refund claim under this law if the vehicle is not made to conform to the warranty.
- ✓ A request for information about the company's arbitration program.

Remember, the refund and replacement provisions of the lemon law are intended to provide a replacement or a refund only in the cases of the most serious defects — faults which seriously impair the use or market value of the vehicle, or faults which involve life-threatening failures of the braking and steering systems.

If You Sue

If you feel you must bring a lawsuit under the lemon law for a refund or replacement vehicle, you should consult an attorney (you may be eligible to recover the attorney's fees if you win). The law allows you to file suit any time within three years of the date of the original delivery of the vehicle, if you first reported the defect within the warranty period, or two years, whichever comes first. As of April 1995, if you go through a manufacturer's arbitration program, you have six months to appeal in court. The company has only 30 days to appeal in court.

Automobile Arbitration Program Telephone Numbers

These numbers are accurate as of August 2004. If the listed program no longer works with your manufacturer, check your owner's manual, or call your dealer or manufacturer for updated information.

The following manufacturers utilize arbitration programs administered by the Better Business Bureau: Acura, AM General, Audi, BMW, Daewoo, General Motors (Buick, Cadillac, Chevrolet, GMC, Oldsmobile, Pontiac), Honda, Hummer, Hyundai, Infiniti, Isuzu, Jaguar, Kia, Land Rover, Lexus, Mitsubishi, Nissan, Porsche, Rolls Royce, Saab, Saturn, Subaru, Suzuki, Volkswagen and Volvo.

Better Business Bureau's Arbitration Program
1-800-955-5100

Chrysler/Dodge/Plymouth/Jeep
1-800-992-1997

Ford/Lincoln/Mercury
1-800-392-3673

Mazda
(612) 332-6545

Mercedes Benz
1-800-367-6372

Toyota
1-800-331-4331

For more information about Minnesota's Lemon Law, contact the Minnesota Attorney General's Office at: (651) 296-3353 or 1-800-657-3787. TTY numbers are: (651) 297-7206 or 1-800-366-4812.





Used Car Warranty Law

Minnesota has one of the strongest Used Car Warranty Laws in the country. Under the Minnesota Used Car Warranty Law, used car dealers must provide basic warranty coverage for most used cars and small trucks sold to Minnesota buyers. The Used Car Warranty Law does not apply if you buy a used car from a relative, friend, from a private party or "as is."

"As Is" or Warranty

Whether your car will come with a warranty generally depends on whether you buy a car covered under the Used Car Warranty Law. A car which is sold without a warranty is sold "as is." That means the seller has no obligation to fix any problem that may arise. Check the Buyer's Guide window sticker to determine if you will receive a warranty. That sticker will tell you if you have a warranty, or if you are buying "as is."

The Basic Used Car Warranties

The Used Car Warranty Law covers used cars purchased primarily for personal, family or household purposes. The terms and length of the warranty will depend upon the mileage on the car at the time you buy it. For cars with fewer than 36,000 miles, the warranty applies for 60 days or 2,500 miles, whichever comes first. The parts covered under the warranty for cars in this mileage range are:

- Engine: all lubricated parts, intake manifolds, engine block, cylinder head, rotary engine housings, and ring gear.
- Transmission: automatic transmission case, internal parts, and torque converter; or, manual transmission case and internal parts.
- Drive axle: axle housings and internal parts, axle shafts, drive shafts, output shafts, and universal joints. (Secondary drive axles are covered on automobiles and passenger vans, but are not covered on other vehicles mounted on a truck chassis, such as utility and off-road vehicles.)
- Brakes: master cylinder, vacuum assist booster,

wheel cylinders, hydraulic lines and fittings, and disc brake calipers.

- Steering: steering gear housing and all internal parts, power steering pump, valve body, piston, and rack.
- Water pump.
- Externally-mounted mechanical fuel pump.
- Radiator.
- Alternator, generator, and starter.

For cars with between 36,000 and 75,000 miles, the warranty applies for 30 days or 1,000 miles, whichever comes first. For cars in this mileage range, the warranty covers the parts listed above, except for the following parts which are NOT covered:

- Rack.
- Radiator.
- Alternator, generator, starter.

Parts are not covered under the used car warranty law if

Know the Difference Between Service Contracts and the Used Car Warranty Law

If you are offered an "extended warranty" at an additional cost, this is not a warranty but a service contract. Service contracts provide limited coverage for the car, so you should read the service contract carefully before deciding whether you want to buy this coverage. Furthermore, the service contract may require you to prove that you have done regular maintenance (oil changes, etc.) on the vehicle. You should also be aware that a service contract is frequently a profit item for the dealer; like any other add-on, the cost may be negotiated.



they are not specifically listed above.

Who Provides a Used Car Warranty?

The Used Car Warranty Law applies only if you buy your car from a used car dealer. The law does not apply if you buy a used car from a relative, friend or neighbor. Nor does the law apply if you buy your car from:

- ✓ Your employer.
- ✓ A bank or financial institution.
- ✓ A company that previously leased the car to you or a family member.
- ✓ The state, or any county or city in Minnesota.
- ✓ An auctioneer who sells the car in connection with the sale of other property or land.

“Unlicensed” Dealers

One problem the Used Car Warranty Law addresses is the problem of “unlicensed dealers.” State law says that any person who is in the business of selling used cars and who sells more than five used cars in a year is a “dealer,” and must obtain a dealer’s license. An unlicensed dealer is a person who sells more than five used cars in a year but fails to get a dealer’s license. Typically, an unlicensed dealer sells cars one at a time from the unlicensed dealer’s home or business. If you buy a qualifying car from an unlicensed dealer, then your car is covered by the Used Car Warranty Law. You should realize that in such cases you are legally entitled to warranty coverage even if the unlicensed dealer fails to give you any written warranty documents.

Exclusions

Remember that the used car you buy might not be covered by the Used Car Warranty Law. The following cars are excluded from the law, and although a dealer may still choose to offer a warranty, these cars are usually sold “as is”:

- cars with 75,000 miles or more;
- cars sold for less than \$3,000;
- custom-built cars, or cars modified for show or rac-

ing;

- cars that are eight years of age or older;
- cars purchased primarily for business or agricultural use;
- vehicles with gross vehicle weight above 9,000 pounds;
- vehicles manufactured in limited quantities;
- vehicles not manufactured in accordance with federal emission standards;
- diesel engine cars; and
- salvaged vehicles.

The “Buyer’s Guide”

A federal rule requires that dealers post a notice called a “Buyer’s Guide” in the side window of all used cars offered for sale. If a car is covered by the state’s Used Car Warranty Law, then the dealer must check the “warranty” box on the Buyer’s Guide. The dealer must also describe the terms and length of the warranty on the Buyer’s Guide. However, if a car is not covered by the warranty law and no warranty is offered, then the “as is” box must be checked.

Even if the car you buy is covered under the Used Car Warranty Law, you may waive warranty coverage for a particular part. In order for warranty coverage to be waived, the dealer must disclose on the Buyer’s Guide that the part is not working properly, and you must sign and circle this statement.

The Dealer’s Duty Under the Warranty

If a malfunction, defect or failure in a covered part occurs during the warranty period, then the dealer must repair or replace the part at no charge to the car buyer. However, to protect your rights under the warranty, you must promptly notify the dealer of the problem within the warranty period, and you must arrange to have the vehicle taken to the dealer for inspection and repair.

If the dealer does not have a repair facility, the dealer will tell you where to take the vehicle for inspection and repair under the warranty. If it is impossible or unreasonable to return the vehicle to the dealer, you may have the repairs done somewhere else after you get



the dealer's consent. If a part is repaired or replaced under the car's warranty, the warranty for that part is extended from the date of repair for an additional warranty period.

For example, if your car's transmission is repaired under its used car warranty, then the transmission remains under warranty for an additional 30 days or 1,000 miles (or 60 days or 2,500 miles) from the date of the repair.

Of course the dealer is not responsible for any malfunctions, defects, or failures which occur after the warranty period expires. Nor is the dealer responsible to repair parts not covered by the warranty.

Refunds

A dealer may decide to refund you the purchase price of your car, rather than repair or replace a warranty part. If the dealer gives you a refund, you must return the vehicle to the dealer. The refund must include all the charges you paid, including towing expenses, minus a reasonable deduction for your use of the vehicle.

Remember that the dealer has the choice of correcting the warranty problem or giving you a refund; the law does not give the car buyer the right to demand a refund of the purchase price.

Ordinary Maintenance

A warranty given under the Used Car Warranty Law does not cover ordinary maintenance of your car. Thus, repair or replacement of maintenance items (such as spark plugs, ignition points, filters, fluids, lubricants and oil, and brake and clutch linings) is your responsibility. The warranty does not cover normal wear and tear.

Limits on the Warranty

The warranty does not cover any repair problems caused by collisions, abuse, negligence, or lack of adequate maintenance after you buy the car. Nor is the dealer required to repair any parts still covered by the original factory warranty, or parts that the manufacturer agrees to repair at no charge.

Bringing a Lawsuit

If a used car dealer fails to comply with the warranty law, you may bring a lawsuit against the dealer. Any lawsuit under the Used Car Warranty Law must be brought within one year after the warranty expires.

Often, you will be able to bring your case in conciliation court, where the procedures are relatively informal and where you will not be required to hire an attorney. (For more information about Conciliation Court, ask for the Attorney General's free brochure.)

Three Day "Cooling-Off" Law

Many Minnesotans believe that the three day "cooling-off" law applies to an auto purchase. It does not. Once you sign an auto contract, you are obligated.

Odometer Tampering

Odometer spinning is a multi-million dollar a year crime that typically occurs on used cars that are less than four years old. The odometer is usually spun back to a reading between 30,000 and 40,000 miles, when the actual mileage is probably two to three times what the odometer shows. Before you buy, check the car's tires. If a used car only has 30,000 miles on it, it should have the original brand of factory tires. If the tires are mismatched brands, the car may have actually traveled more than the odometer indicates. Or, check with former owners to avoid falling victim to odometer tampering.

Salvaged Cars

Often times buyers are not aware that they are buying a rebuilt or salvaged car. If a car is six years old or older, Minnesota law requires car dealers to tell buyers if the car they're interested in buying has been branded as salvaged or rebuilt. The law requires that the title documents for salvaged cars receive a "brand," or a permanent written disclosure about an auto's prior salvage history. Don't be fooled by a freshly painted car.





Truth In Repairs

Much of the expense of owning a car comes after you buy it. After three or four years of driving, the muffler may roar, the brakes may grind, the windshield wiper fluid may leak, or the radio may go out. Slowly but surely, your vehicle will begin to show signs of age. And Murphy's Law says the really big repairs will be needed just after the warranty has run out!

Your Rights When Your Car is Repaired

Minnesota's Truth in Repairs Act spells out the rights and obligations of repair shops and their customers for repairs costing more than \$100 and less than \$7,500. Know your rights before you take your car in for repairs:

- ✓ You have the right to receive a written estimate for repair work, if you request one.
- ✓ Once you receive this estimate, the shop generally may not charge more than 10 percent above the estimated cost. A shop may impose an additional charge for disassembly, diagnosis and re-assembly of the item in order to make the estimate if the customer is told about the charge before the estimate is issued.
- ✓ The shop is required to provide you with an invoice if the repairs cost more than \$50, and/or the work is done under a manufacturer's warranty, service contract or an insurance policy.
- ✓ The shop cannot perform any unnecessary or unauthorized repairs. If, after repairs are begun, a shop determines that additional work needs to be done, the shop may exceed the price of the written estimate, but only after it has informed you and provided you with a revised estimate. In this case, if you authorize the additional work, the shop may not charge more than 10 percent above the revised estimate.
- ✓ Before the shop actually begins repairs, you have the right to ask for and receive replaced parts, unless those parts are under warranty. In that case, they must be returned by the shop to the man-

facturer, distributor or other person. You may pay an additional charge for retrieving parts because the shop usually can sell them.

Resolving Repair Disputes

Billing, the quality of repairs and warranties can all lead to disputes. Don't let it be "my word against yours." Keep all written estimates and bills. Car repair shops should actually give you more than an invoice when repairs are complete. They should give you a complete breakdown of what they did, including the cost of each part, labor charges and the vehicle's odometer reading when the vehicle entered the shop and when the repair was completed. Save this invoice in case you have any problems. Write down your experiences along with dates and names of the people you dealt with.

If you have a dispute over a repair or charge, try to settle the problem with the shop manager or owner first. Some businesses have special programs for handling disputes. If this doesn't work, you may want to seek help from the Attorney General's Office. Or, a low-cost alternative dispute resolution program may be available in your community. In addition, you may want to consider filing a claim in small claims court (also called conciliation court), where you don't need a lawyer to represent you.



Additional Consumer Information

The Attorney General's Office answers questions about landlord and tenant rights, mobile homes, health care, cars, credit, unwanted mail and phone calls, and numerous other consumer issues. The Attorney General's Office also provides free mediation to resolve disputes between Minnesota consumers and businesses and uses information from consumers to enforce the state's consumer laws.

If you have a complaint, please contact the Attorney General's Office in writing at: Minnesota Attorney General's Office, 1400 NCL Tower, 445 Minnesota Street, St. Paul, MN 55101. Citizens can also receive direct assistance from a consumer specialist by calling: 651-296-3353 or 1-800-657-3787.

TTY numbers are: 651-297-7206 and 1-800-366-4812. (TTY numbers are for callers using teletypewriter devices.) You can also visit our web site at: www.ag.state.mn.us.

Consumer publications listed below are available free of charge from the Attorney General's Office.

- The Car Handbook
- Citizen's Guide to Home Building and Remodeling
- Conciliation Court
- Fast Food Facts
- Guarding Your Privacy
- The Home Buyer's Handbook
- The Home Seller's Handbook
- Landlords and Tenants: Rights and Responsibilities
- Managing Managed Health Care
- The Manufactured Home Parks Handbook
- Minnesota's Car Laws
- The Phone Handbook
- Probate and Planning
- Pyramid Schemes
- Recall Roundup
- Seniors' Legal Rights
- Other Miscellaneous Fact Sheets



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