**COURT OF APPEALS**
**DECISION**
**DATED AND FILED**

**August 29, 2013**

**Diane M. Fremgen**
**Clerk of Court of Appeals**



**Appeal No. 2012AP2075** **Cir. Ct. No. 2010CV4120**

**STATE OF WISCONSIN** **IN COURT OF APPEALS**
**DISTRICT IV**

---

**BUCKY'S PORTABLE TOILETS, INC.,**

**PLAINTIFF-RESPONDENT-CROSS-APPELLANT,**

**V.**

**NAVISTAR, INC.,**

**DEFENDANT-APPELLANT-CROSS-RESPONDENT.**

---

APPEAL and CROSS-APPEAL from a judgment of the circuit court for Dane County: DANIEL L. LaROCQUE, Reserve Judge. *Affirmed*.

Before Lundsten, Higginbotham and Sherman, JJ.

¶1 LUNDSTEN, J. This appeal concerns the application of Wisconsin's Lemon Law, WIS. STAT. § 218.0171 (2011-12).[1] After a trial, a jury found Navistar liable to Bucky's Portable Toilets under the Lemon Law. Navistar appeals the jury's verdict and the circuit court's decision on post-verdict motions that the jury had sufficient evidence to find Navistar liable. Navistar also appeals various circuit court decisions, including its decisions that Bucky's Lemon Law demand letter was sufficient and that the price of dealer modifications made to the truck was part of the "full purchase price" under the Lemon Law.[2] For the reasons below, we affirm.

## *Background*

¶2 On July 31, 2008, Bucky's Portable Toilets purchased a 2008 International CF600 truck (the "truck") from Capital City International, an authorized dealer for Navistar, Inc. (hereafter "the dealer" or "the Navistar dealer"), to be used as a pumper truck equipped with a tank system for servicing portable toilets. The truck was built with the expectation that it would be modified for use as a small dump truck or for other utility applications. The chassis, engine, cab, and base mechanical parts of the truck were manufactured and warranted by Navistar, and the warranty included coverage for the automatic transmission.

[1] All references to the Wisconsin Statutes are to the 2011-12 version unless otherwise noted.

[2] Bucky's had alleged two grounds for Lemon Law liability, 30 days out of service and four repair attempts. Bucky's cross-appeals the circuit court's decision that Bucky's demand letter was insufficient as to the four-repair-attempts ground. Because we affirm in favor of Bucky's with respect to the 30-days-out-of-service ground, we need not discuss Bucky's four-repair-attempts allegation in the context of the appeal, and we need not address Bucky's cross-appeal dealing with this same ground.

¶3 At the time that Bucky's purchased the truck from the Navistar dealer, the truck was not yet outfitted for use as a pumper truck. However, Bucky's paid the dealer for the modifications at the time the truck was purchased, and the dealer arranged with Progress Tank for the modifications to be added. Progress Tank modified the truck by adding a two-compartment tank system to facilitate servicing portable toilets.

¶4 On or around August 19, 2008, after the modifications were complete, the dealer delivered the truck to Bucky's. During the first year that Bucky's had possession, the truck had to be repaired a number of times by the dealer's service shop due to problems with the transmission. Navistar covered the cost of most of these repairs pursuant to its express warranty for the truck.

¶5 On November 25, 2008, Bucky's sent Navistar a letter demanding a refund pursuant to the Wisconsin Lemon Law and offering to transfer title of the truck to Navistar. On December 23, 2008, Navistar responded to Bucky's demand letter. In its response, Navistar stated that Bucky's demand letter was deficient and that Navistar did not believe the truck was a "lemon." Accordingly, Navistar declined the offer to accept transfer of title in exchange for a refund.

¶6 On August 2, 2010, Bucky's filed suit against Navistar for, among other claims, a violation of the Wisconsin Lemon Law. Bucky's complaint sought a refund of the purchase price of the vehicle, plus statutory doubling of Bucky's pecuniary loss, due to Navistar's failure to comply with the Lemon Law within the requisite 30-day period.

¶7 As relevant to this appeal, Navistar moved for partial summary judgment on Bucky's Lemon Law claim, arguing that Bucky's demand letter

seeking relief under the Lemon Law was deficient. The circuit court denied Navistar's motion for partial summary judgment on these issues.

¶8 The case went to trial. The jury found that the truck was a "lemon" because it had been out of service for 30 or more days within the first year.

¶9 At a post-verdict hearing, the circuit court addressed post-verdict motions and made its ruling on issues that were raised during trial but that the court determined it would address after trial.

¶10 One of these issues was the statutory "full purchase price" of the truck. The circuit court concluded, as a matter of law, that the purchase price was $78,717.62, which included the price of the modifications the Navistar dealer arranged to have made to the truck and for which Bucky's paid the Navistar dealer.

¶11 Another issue addressed at the post-verdict hearing was Navistar's contention that Bucky's demand letter was deficient as a matter of law because it lacked sufficient information. The circuit court rejected this argument.

¶12 The circuit court also addressed Navistar's motion for judgment notwithstanding the verdict based on Navistar's contention that Navistar should not have been liable to Bucky's under the Lemon Law because the truck was subject to unauthorized modifications and misuse. The court denied this motion, concluding that the modifications were not the cause of the transmission nonconformity and, thus, the nonconformity was not exempted from Lemon Law coverage.

¶13 The circuit court also rejected Navistar's motion for a new trial on the ground that there was no credible evidence to support the jury's finding that the truck was out of service for at least 30 days within the first year.

¶14 Finally, the circuit court rejected Navistar's motion for judgment notwithstanding the verdict and Navistar's motion for a new trial in the interest of justice.

¶15 Judgment was entered in favor of Bucky's and against Navistar in the amount of $157,201.76 after statutory doubling, based on a total purchase price of $78,717.62, collateral costs of $1,630, and a mileage offset of $1,746.74. Navistar appeals.

## ***Discussion***

¶16 Navistar challenges all of the circuit court rulings we summarize above and makes a few additional arguments. We affirm the circuit court in all respects.

### A. Application Of The Lemon Law To The Truck

¶17 Navistar makes three arguments as to why the Lemon Law does not apply to the truck. First, Navistar argues that the truck was not out of service for at least 30 days within the first year after the truck was delivered to Bucky's. Second, Navistar argues that Bucky's made unauthorized modifications to the truck that constitute abuse or misuse, such that the truck is not covered under the Lemon Law. Finally, Navistar argues that, due to the extensive modifications that Bucky's made to the truck, Navistar is no longer the "manufacturer" of the truck

and thus the Lemon Law cannot apply to Navistar.[3] We address and reject each of these arguments below, but first provide a summary of some pertinent aspects of the Lemon Law.

¶18 The Wisconsin Lemon Law protects consumers who purchase new vehicles that turn out to be defective. *See* WIS. STAT. § 218.0171; *see also* ***Garcia v. Mazda Motor of Am., Inc.***, 2004 WI 93, ¶9, 273 Wis. 2d 612, 682 N.W.2d 365. If a new vehicle exhibits a warranty nonconformity within the first year after the vehicle is delivered to the consumer and the consumer makes the vehicle available to the manufacturer or an authorized dealer for the necessary repairs, the manufacturer or dealer must make a reasonable attempt to repair the vehicle. WIS. STAT. § 218.0171(2)(a). If the manufacturer or dealer cannot repair the vehicle after a reasonable attempt, such that the vehicle is out of service for at least 30 days due to warranty nonconformities or has a nonconformity that has been subject to repair at least four times and the nonconformity continues, § 218.0171(1)(h)1. and 2., the consumer may request that the manufacturer take the vehicle back and either replace the vehicle with a comparable one or provide a refund to the consumer, § 218.0171(2)(b)2.a. and 2.b. The consumer is entitled to collateral costs under either of these remedies, ***id.***, and, if seeking a refund, the consumer is also entitled to the "full purchase price" of the vehicle plus sales tax, finance charges, and the amount the consumer paid at the point of sale, minus a reasonable allowance for use of the vehicle. WIS. STAT. § 218.0171(2)(b)2.b.

[3] Navistar also argues that the Lemon Law should not apply to commercial trucks such as Bucky's truck. Navistar, however, cites no statutory authority or case law to support this proposition. Rather, Navistar acknowledges that the Lemon Law "has been applied to these types of vehicles in the past" and that, through this argument, it seeks a "departure from existing case law." This court, however, does not have the authority to modify existing law. *See* ***Cook v. Cook***, 208 Wis. 2d 166, 189-90, 560 N.W.2d 246 (1997).

¶19 A nonconformity under the Lemon Law is defined as "a condition or defect which substantially impairs the use, value or safety of a motor vehicle, and is covered by an express warranty applicable to the motor vehicle or to a component of the motor vehicle."[4] WIS. STAT. § 218.0171(1)(f). A nonconformity "does not include a condition or defect which is the result of abuse, neglect or unauthorized modification or alteration of the motor vehicle by a consumer." ***Id.***

¶20 The Lemon Law defines a manufacturer of a vehicle as

> any person, resident or nonresident, who does any of the following:
>
> (a) Manufactures or assembles motor vehicles.
>
> (b) Manufactures or installs on previously assembled truck chassis, special bodies or equipment which when installed form an integral part of the motor vehicle and which constitutes a major manufacturing alteration and which completed unit is owned by the manufacturer.

WIS. STAT. § 218.0101(20). The definition of manufacturer also includes "any warrantors of the manufacturer's motor vehicles." WIS. STAT. § 218.0171(1)(c).

1. Thirty Days Out Of Service

¶21 Navistar argues that the jury had insufficient evidence to support a finding that the truck was out of service for 30 days. We disagree.

¶22 As discussed above, a consumer can seek a refund or replacement for a vehicle that is out of service for at least 30 days due to warranty

[4] We note that Navistar does not argue that the nonconformity in question—the failing transmission—was not covered by an express warranty.

nonconformities within the first year after delivery to the consumer. WIS. STAT. § 218.0171(1)(h)2. and (2)(b). We have explained that a vehicle is "out of service" when "the vehicle is not capable of rendering *service as warranted* due to a warranty nonconformity, even though the vehicle may be in the possession of the consumer and may still be driven in the performance of other service by the consumer." ***Vultaggio v. General Motors Corp.***, 145 Wis. 2d 874, 886, 429 N.W.2d 93 (Ct. App. 1988). Thus, a vehicle need not be *completely* unavailable to the consumer for the entirety of the 30-day period in order to qualify for replacement or refund under the Lemon Law. *See* ***id.*** At trial, the jury was instructed according to this legal standard, and Navistar did not object to that instruction.

¶23 Navistar acknowledges that, under ***Vultaggio***, days "out of service" is not limited to days where the vehicle is in the repair shop. Nonetheless, Navistar argues that, where a vehicle "has been so substantially modified and used in a manner which wasn't intended," ***Vultaggio*** should not apply. We discern no such limitation in ***Vultaggio***, and Navistar cites no other authority for such a limitation.

¶24 Navistar also appears to argue that, even if ***Vultaggio*** applies, there was evidence presented at trial that contradicts the jury's finding that the truck was out of service for at least 30 days. While this might be true, it is irrelevant to a sufficiency of the evidence inquiry. Courts determine the sufficiency of evidence by viewing the evidence in the light most favorable to the nonmoving party and will uphold the jury's verdict unless there is no credible evidence to sustain it. WIS. STAT. § 805.14(1); *see also* ***K&S Tool & Die Corp. v. Perfection Mach. Sales, Inc.***, 2007 WI 70, ¶29, 301 Wis. 2d 109, 732 N.W.2d 792. Under this standard, there was ample evidence presented here to support the jury's finding.

¶25 The owner of Bucky's testified that, on the day the truck was delivered to Bucky's around August 19, 2008, it was "shaking" when put in reverse and that he notified the dealer of this problem. An email entered into evidence from a dealership service manager to a dealer service manager at Navistar dated September 4, 2008, indicated that the transmission in the truck would not shift automatically and was shuddering, and that the truck would need a new transmission. The transmission could not be replaced until September 16, 2008, and the truck remained at the repair shop from September 16 until September 30, 2008. After the truck was returned, the owner of Bucky's testified that his employees again began to experience problems with the truck's transmission in early November, including "shuddering" while in reverse and sometimes failing to move in drive or reverse. The truck was sent to the dealer to repair these problems on November 6, 2008, but the dealer could not diagnose the cause of the problem. The truck was kept at the dealer from November 6 until November 10, 2008. Thereafter, Bucky's employees continued to experience trouble with the truck failing to move in reverse or drive. This problem persisted through November 13, 2008, when the truck was towed to the dealer for repairs, and, again, the dealer could not diagnose the problem. Bucky's picked up the truck on November 14, 2008, but it was towed back to the dealer on November 19, 2008, for the same problems. This time, the truck's transmission was replaced once again, and the truck was returned to Bucky's on November 28, 2008.[5]

[5] The truck may have exhibited further warranty nonconformities that kept it out of service in 2009. However, we need not address these nonconformities because the 30-days-out-of-service ground is fulfilled even excluding any days the truck was out of service for repairs after 2008.

¶26 During the periods in August, September, and November when Bucky's was experiencing trouble with the truck's transmission, the owner of Bucky's testified that it caused significant problems with his business. The truck would frequently fail to work during an employee's route, necessitating the use of other equipment to finish that route.

¶27 The truck was thus "not capable of rendering service as warranted due to a warranty nonconformity" during extended periods of August, September, and November. Adding up the number of days the truck was out of service, as described above, there was clearly sufficient evidence from which the jury could find that the truck was out of service for at least 30 days.

2. Unauthorized Modifications, Abuse, Or Misuse

¶28 Under the Lemon Law, a nonconformity "does not include a condition or defect which is the result of abuse, neglect or unauthorized modification or alteration of the motor vehicle by a consumer." WIS. STAT. § 218.0171(1)(f). Navistar argues that the added tank system and related modifications were unauthorized and that the modifications "in and of themselves [are] evidence of abuse/misuse." Navistar baldly asserts: "The extent of the modifications were substantial enough and permitted the misuse of the vehicle as a heavy duty vehicle, instead of its intended light duty use."

¶29 The proposition that unauthorized modifications, regardless how substantial, caused the "condition or defect" is easily rejected. Navistar points to no evidence, much less undisputed evidence, supporting the conclusion that the modifications were *the cause of* the transmission problems. To the contrary, Navistar's own experts testified that the tank system modifications did not cause the transmission problems.

3. Navistar As The Manufacturer

¶30 As explained above, the Lemon Law defines a manufacturer as any person who manufactures, assembles, or warrants a vehicle, as well as any person who "[m]anufactures or installs on previously assembled truck chassis, special bodies or equipment which when installed form an integral part of the motor vehicle and which constitutes a major manufacturing alteration" if that person then owns the completed unit. WIS. STAT. § 218.0101(20); § 218.0171(1)(c). Navistar takes the position that, as a result of the modifications, Navistar is no longer a "manufacturer" within the meaning of the Lemon Law, even with respect to the unmodified truck. In support, Navistar makes three arguments. We address and reject each below.

¶31 First, Navistar contends that it is a mere component-part supplier like the company that supplied an engine for a vehicle in ***Harger v. Caterpillar, Inc.***, 2000 WI App 241, 239 Wis. 2d 551, 620 N.W.2d 477. We disagree.

¶32 In ***Harger***, we addressed whether Caterpillar, the company that manufactured the engine installed in the vehicle at issue, was a "manufacturer" under a specific provision of the Lemon Law. ***Id.***, ¶2. We examined specific statutory language, compared it with the facts, and concluded that, because Caterpillar did not install its engine on a previously assembled chassis and did not own the completed unit, Caterpillar did not qualify as a manufacturer under the statute. ***Id.***, ¶¶1, 6-7. Our statutory analysis in ***Harger*** does not assist Navistar here. In the parlance of ***Harger***, the question here is whether the company is a "class 1" manufacturer of a motor vehicle, not, as in ***Harger***, whether the company is a "class 2" manufacturer. *See* ***id.***, ¶¶4-5.

¶33 Navistar points to our commentary in ***Harger*** explaining that it made "no sense to saddle manufacturers of component parts [like an engine supplier] with the financial risk of having to reimburse the vehicle owner." *See* ***id.***, ¶11. However, we made these comments in the context of discussing which manufacturers should qualify as "class 2" manufacturers, not more generally. Moreover, it is readily apparent that Navistar's product is a far cry from the engine in ***Harger***. Navistar's truck is much more like a semi-tractor than a mere engine, transmission, or other component part. Like a semi-tractor, Navistar's truck is largely useless unless combined with another substantial component. However, both a semi-tractor and Navistar's truck are complete vehicles.

¶34 Second, Navistar contends that its status as a manufacturer can be determined by looking at the relative price of the unmodified truck and the completed modified truck. Navistar points out that the truck it sold through the dealer "was a little less than half the entire purchase price of the [completed] vehicle." We acknowledge that there is some language in ***Harger*** supporting the proposition that the relative price of a modification may matter when deciding whether the legislature intended to cover a party as a manufacturer under the Lemon Law. *See* ***id.*** However, as noted above, we made our comments in the context of a particular class of manufacturer that installs a component on a previously assembled truck chassis. *See* ***id.***, ¶¶4-5. This difference may matter. Suppose the relative price issue in ***Harger*** had been the amount a dealer-installed gold and diamond encrusted hood ornament added to the price of a car. Why should a car manufacturer lose its status as a "manufacturer" under the Lemon Law just because the price increase caused by such a modification far surpasses the price of the unmodified car?

¶35 Furthermore, even assuming that our commentary in ***Harger*** applied in the context before us, it does not help draw a line in close cases like the one before us. And, Navistar does not suggest a workable relative price test. Thus, we reject Navistar's relative price argument.

¶36 Third, Navistar argues that it should not be treated as a "manufacturer" for Lemon Law purposes because it could not have contemplated the modifications that were made for Bucky's. Apart from any legal merit this argument may or may not have, the record does not support it factually. The evidence shows that the truck at issue here was intended to be modified for use as a small dump truck or other utility vehicle. Thus, Navistar could have foreseen that this truck would be modified in a manner similar to Bucky's requested modifications. Navistar does not direct our attention to any evidence to the contrary. And, although we do not hold that a modifications-not-contemplated defense is never available, this argument seems additionally flawed. Going back to our expensive hood ornament hypothetical, why should the car maker not be a "manufacturer" just because the company could not have contemplated that a purchaser would attach an ornament that exceeds the cost of the vehicle?

¶37 Accordingly, Navistar fails to persuade us that it was not the manufacturer of the truck within the meaning of the Lemon Law.

B. Sufficiency Of The Demand Letter

¶38 Navistar argues that the Lemon Law was not triggered because Bucky's demand letter was deficient. We understand Navistar to be arguing that, under the reasoning employed in ***Berends v. Mack Truck, Inc.***, 2002 WI App 69, 252 Wis. 2d 371, 643 N.W.2d 158, a demand letter must provide, in Navistar's words, "complete information" regarding the nonconformity. Here, Navistar

argues, such information needed to include repair history, a description of the nonconformity, mileage information, information regarding liens, and the amount of collateral costs.[6] We can discern no such requirement in ***Berends***.

¶39 Our conclusion in ***Berends*** that the demand letter was deficient was based on the fact that the consumer's letter did not select whether he wanted a replacement or refund. *See* ***id.***, ¶¶11-13. Here, Bucky's explicitly sought a refund. Indeed, so far as we can tell based on our non-exhaustive research, specifying the remedy and offering to transfer title of the vehicle to the manufacturer are the *only* requirements the Lemon Law places on a demand letter. *See* ***Garcia***, 273 Wis. 2d 612, ¶¶1, 10, 14.

¶40 Bucky's demand letter explicitly sought a refund and offered to transfer the truck title to Navistar and, thus, was sufficient.

C. Intentional Prevention

¶41 Navistar next argues that Bucky's failure to provide specific purchase price information and details as to why the vehicle was allegedly a "lemon" prevented Navistar from complying with the Lemon Law. According to Navistar, the jury should have been instructed to decide whether Bucky's failure amounted to intentional prevention under ***Marquez v. Mercedes-Benz USA, LLC***, 2012 WI 57, 341 Wis. 2d 119, 815 N.W.2d 314. We disagree.

[6] Navistar also appears to argue that Bucky's was required to provide information comparable to that which would have been elicited if Bucky's had fully filled out a form promulgated by the Wisconsin Department of Transportation. As Navistar admits, however, this DOT form is not mandatory, *see* ***Berends v. Mack Truck, Inc.***, 2002 WI App 69, ¶¶16-18, 252 Wis. 2d 371, 643 N.W.2d 158, and Navistar points to no authority supporting the proposition that a demand letter must include "comparable information" to that requested by the DOT form.

¶42 In ***Marquez***, the supreme court concluded that a manufacturer does not have Lemon Law liability if the consumer intentionally prevents the manufacturer from providing a refund within the requisite 30-day period. *See* ***id.***, ¶¶6, 10, 15-34. The court held that, once a consumer fulfills the demand requirements of the Lemon Law, the issue of intentional prevention may arise if the manufacturer requests additional information from the consumer and the consumer denies the manufacturer that information. ***Id.***, ¶¶33-34.

¶43 The problem with Navistar's argument is that, as far as the record shows, Navistar did not request additional information and, therefore, Bucky's could not have intentionally denied such a request. We acknowledge that, in a reply letter to Bucky's demand letter, Navistar asserted that Bucky's failed to provide information. But Navistar's letter does not request the omitted information. Plainly, the failure to provide information that was not requested does not constitute intentional prevention under ***Marquez***. Consequently, we agree with the circuit court that this issue did not need to be decided by the jury.[7]

[7] In making its intentional-prevention argument, Navistar repeatedly employs the term "good faith." To the extent that Navistar uses this term in its effort to persuade us that Bucky's, in various ways, intentionally prevented Navistar from fulfilling its Lemon Law obligations, Navistar fails to take into account subsequent supreme court case law rejecting the use of the phrase "good faith" in this context. In ***Marquez v. Mercedes-Benz USA, LLC***, 2008 WI App 70, 312 Wis. 2d 210, 751 N.W.2d 859, we used the term "good faith" in the course of discussing the intentional prevention topic. However, when the supreme court reviewed our decision, the court explained that our use of the term "good faith" in this context is not helpful because it might be confused with a different meaning the term has in other contexts. *See* ***Marquez v. Mercedes-Benz USA, LLC***, 2012 WI 57, ¶33, 341 Wis. 2d 119, 815 N.W.2d 314. Accordingly, we ignore Navistar's use of the term "good faith" in our discussion above.

To the extent that Navistar might be asking us to extend our ***Marquez***'s "good faith" analysis beyond the intentional prevention context, we decline to do so. It seems to us that this sort of expansion is the very misuse of the term "good faith" that the supreme court anticipated in its ***Marquez*** decision.

D. The Purchase Price

¶44 Assuming prerequisites are met, the Lemon Law compels manufacturers to refund the "full purchase price." *See* WIS. STAT. § 218.0171(2)(b)2.b. In ***Kiss v. General Motors Corp.***, 2001 WI App 122, 246 Wis. 2d 364, 630 N.W.2d 742, we concluded that a manufacturer's duty to provide a refund or replace a vehicle extends, under certain conditions, to third-party-installed components of that vehicle. *See* ***id.***, ¶¶10-17. More specifically, we concluded that General Motors had to replace both the defective vehicle it manufactured and a tow package added by the dealer because the tow package was part of the vehicle when the consumer purchased it. *See* ***id.*** In ***Kiss***, the consumer requested a replacement vehicle, but we noted that, if the consumer had elected a refund of the purchase price, the consumer would have been entitled to the purchase price, including the price of the tow package. *See* ***id.***, ¶16.

¶45 Navistar argues that, even if it has Lemon Law liability, the correct "full purchase price" does not include the tank modification for two reasons: (1) the magnitude of the modifications, and (2) Navistar could not have contemplated the modifications. We reject both arguments.

¶46 Navistar's first argument highlights the fact that the modification in this case cost more than the unmodified truck. Navistar contrasts this cost ratio with the tow package in ***Kiss***, which cost somewhat less than the manufacturer's truck.[8] Thus, Navistar appears to argue that ***Kiss*** is limited to situations in which

[8] The decision in ***Kiss v. General Motors Corp.***, 2001 WI App 122, 246 Wis. 2d 364, 630 N.W.2d 742, indicates that the unmodified truck cost about $24,000 and the tow package added about $20,000 to the purchase price. ***Id.***, ¶16.

modifications make up less than half the purchase price. We, however, discern no basis for drawing such a distinction. The question here is the proper construction of the Lemon Law statutory provisions, and Navistar provides no reasoning supporting the view that the legislature intended to cover dealer modifications costing somewhat less than the unmodified vehicle, but not modifications costing somewhat more. We address the argument no further.

¶47 Navistar's second argument focuses on its assertion that it could not have contemplated the modifications made to the truck. As discussed in ¶36 of this opinion, we disagree with this assertion of fact. The evidence shows that the truck was intended to be modified for use as a small dump truck or other utility vehicle. Navistar fails to persuade us that the particular modifications at issue here fall outside of what could be reasonably expected.

E. Other Arguments

¶48 Finally, Navistar argues that, for various reasons, it should be granted judgment notwithstanding the verdict or that a new trial is warranted in the interest of justice because the jury's findings were contrary to the great weight of the evidence and because the real controversy was not fully tried. For the most part, Navistar's judgment notwithstanding the verdict and interest of justice arguments are based on arguments that we have already rejected. Such arguments are no more persuasive in the judgment notwithstanding the verdict or interest of justice contexts. To the extent some arguments in this group are completely new, we conclude that they are either undeveloped or patently meritless, and we decline to address them further.

## *Conclusion*

¶49 For the reasons above, we affirm the jury verdict and the decision of the circuit court on post-verdict motions finding Navistar liable to Bucky's under the Lemon Law.

*By the Court.*—Judgment affirmed.

Not recommended for publication in the official reports.