

SUPREME COURT OF ARKANSAS

DaimlerChrysler Corp. v. Smelser, 375 Ark. 216

289 S.W.3d 466 (2008) · No. No. 07-1006 · Decided December 11, 2008

SUMMARY

The Supreme Court of Arkansas affirmed a judgment awarding Gaylord Smelser damages, attorney's fees, copy costs, and mileage expenses under the Arkansas Lemon Law. The court held that the evidence supported the finding that the parties had not formed an enforceable settlement agreement and that the statute authorized recovery of reasonably incurred copy costs and mileage expenses.

CASE DETAILS

COURT	Supreme Court of Arkansas
WRITING FOR THE COURT	Annabelle Clinton Imber
JURISDICTION	Arkansas
DECIDED	December 11, 2008
DOCKET	No. 07-1006
DISPOSITION	affirmed
PROCEDURAL POSTURE	Manufacturer appealed a judgment entered after a jury verdict for the consumer on an Arkansas Lemon Law claim, challenging the circuit court's refusal to enforce an alleged settlement agreement and its award of copy costs and mileage expenses.
STANDARD OF REVIEW	The existence of a meeting of the minds is a question of fact reviewed for clear error. Statutory-construction issues are reviewed de novo, although the appellate court accepts the trial court's interpretation absent error.
PRECEDENTIAL VALUE	Published Arkansas Supreme Court opinion; precedential.
PARTIES	DaimlerChrysler Corporation v. Gaylord Smelser

TOPICS

- consumer protection
- contracts
- statutory interpretation
- remedies
- appellate procedure

PRACTICE AREAS

- consumer protection
- contract law
- statutory interpretation
- appellate procedure

QUESTIONS PRESENTED

1. Whether the circuit court clearly erred in finding that the parties had not formed an enforceable settlement agreement.
2. Whether Arkansas Code Annotated section 4-90-415(c) permits a prevailing consumer in an Arkansas Lemon Law action to recover reasonably incurred copy costs and mileage expenses.

HOLDINGS

1. The circuit court did not clearly err in finding that no enforceable settlement agreement existed because the evidence showed conflicting understandings concerning the settlement terms and whether Smelser authorized or assented to them.
2. Arkansas Code Annotated section 4-90-415(c) permits a prevailing consumer to recover reasonably incurred copy costs and mileage expenses connected with commencing and prosecuting an Arkansas Lemon Law action.

KEY QUOTATIONS

“Both parties must manifest assent to the particular terms of the contract.” (470)

“In essence, section 4-90-415(c) seeks to make a prevailing consumer whole.” (473)

FACTUAL BACKGROUND

Smelser purchased a 2003 Dodge diesel truck manufactured by DaimlerChrysler and experienced persistent transmission problems almost immediately. He returned the vehicle to the dealership six times over approximately eight months, but the problem continued, and DaimlerChrysler did not respond to his statutory repair and replacement-or-refund demands. During litigation, DaimlerChrysler claimed that the parties' attorneys had reached a settlement involving payment, vehicle repair, and a release, but Smelser denied authorizing or accepting those terms. After the circuit court found no settlement, a jury awarded Smelser damages under the Arkansas Lemon Law, including copy costs and mileage expenses.

PROCEDURAL HISTORY

Smelser sued DaimlerChrysler in the Circuit Court of Columbia County after repeated unsuccessful repairs to his truck's transmission and the manufacturer's failure to respond to his Lemon Law demands. DaimlerChrysler moved for summary judgment or enforcement of an alleged settlement between the parties' attorneys. After an evidentiary hearing, the circuit court found no settlement, and the warranty claims were later nonsuited. Following a jury verdict on the Arkansas Lemon Law claim, the court entered judgment for Smelser and separately awarded attorney's fees and costs. The Supreme Court of Arkansas affirmed.

DISPOSITION

affirmed

CASES CITED

- McCoy Farms, Inc. v. J & M McKee, 263 Ark. 20, 563 S.W.2d 409 (1978)
- Ward v. Williams, 354 Ark. 168, 118 S.W.3d 513 (2003)
- Alltel Corp. v. Sumner, 360 Ark. 573, 203 S.W.3d 77 (2005)
- City of Dardanelle v. City of Russellville, 372 Ark. 486, 277 S.W.3d 562 (2008)
- Thompson v. Potlatch Corporation, 326 Ark. 244, 930 S.W.2d 355 (1996)
- Sanford v. Sanford, 355 Ark. 274, 137 S.W.3d 391 (2003)
- Ford Motor Credit Co. v. Ellison, 334 Ark. 357, 974 S.W.2d 464 (1998)
- Koster v. State, 374 Ark. 74, 286 S.W.3d 152 (2008)
- Middleton v. Lockhart, 344 Ark. 572, 43 S.W.3d 113 (2001)
- State Office of Child Support Enforcement v. Morgan, 364 Ark. 358, 219 S.W.3d 175 (2005)
- Cooper Clinic, P.A. v. Barnes, 366 Ark. 533, 237 S.W.3d 87 (2006)

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