

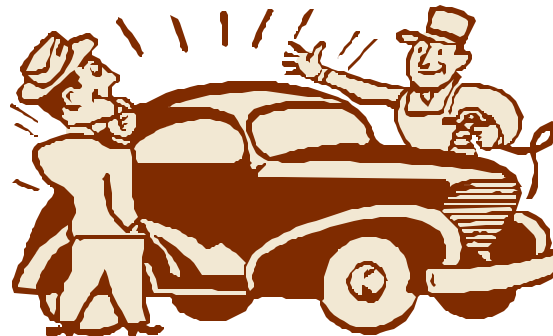


Help Yourself -The Texas Lemon Law

By Stephen Howard

The Texas Lemon Law covers all **new**:

- Cars
- Trucks
- Vans
- Motorcycles
- All-terrain vehicles
- Motor homes
- Tow able recreational vehicles

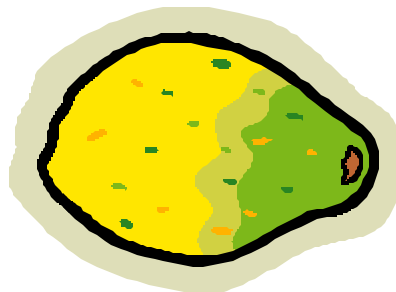


A motor vehicle may be declared a lemon if it meets **all** of the following:

- The vehicle has a serious defect or abnormal condition.
- The defect or condition is covered by a manufacturer's written warranty.
- The problem is reported to the dealer/manufacturer within the warranty term.
- The dealer/manufacturer is given a reasonable number of attempts to fix the problem.
- The owner gives the manufacturer (preferably by certified mail) written notice of the defect and at least one opportunity to fix it.
- The defect or condition continues and substantially impairs the vehicle's use or market value, or creates a serious safety hazard.
- The owner files a timely Lemon Law complaint and pays the filing fee.

The law **does not** cover:

- Used motor vehicles
- Repossessed vehicles
- Non-travel trailers
- Boats
- Farm equipment



The Law **will not** help you if the problem is found to be the result of:

- Problems caused by your abuse, neglect or unauthorized changes to the vehicle.
- Parts or components not authorized or installed by the manufacturer/distributor.
- Problems that do not substantially affect the use or market value of the vehicle.

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To determine how many chances a dealer has to fix a defect, see if you pass one of these three tests:

1. The Four-times test

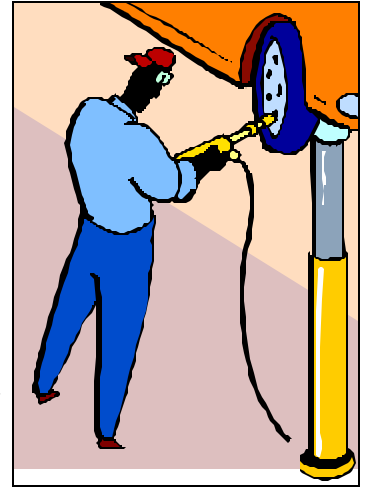
If you have taken the vehicle to a dealership for repairs:

- two times for the same problem or defect within the first 12 months or 12,000 miles, and
- twice more during the 12 months or 12,000 miles after the second repair attempt, and
- the problem is still not repaired.

2. The Serious-safety-hazard test

If you have taken the vehicle for repair of a serious safety hazard:

- once during the first 12 months or 12,000 miles, and
- once more during the 12 months or 12,000 miles following the first repair attempt, and
- the problem is still not repaired.



3. The 30 day test.

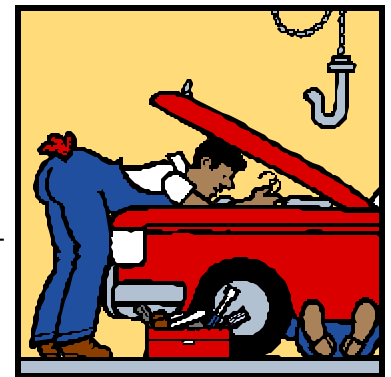
If your vehicle has been out of service for repair because of problems covered by the warranty:

- for a total of 30 days or more--not necessarily all at one time--during the first 24 months or 24,000 miles, and
- there were two repair attempts during the first 12 months or 12,000 miles immediately after delivery, and
- a substantial problem still exists.

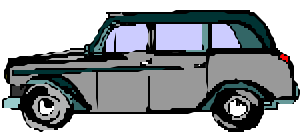
[Note that if a comparable loaner vehicle was provided while the vehicle was being repaired, that time does not count toward the 30 days.]

To be safe, file your complaint as soon as you realize there are problems repairing the vehicle. The actual computation of when to file is within six months following the earlier of:

- expiration of the express warranty term;
- 24 months; or
- 24,000 miles following the date of delivery of the vehicle (except TRVs)



If this is confusing or you have questions, feel free to call us anytime. We are eager to help you.



We're on the web at www.kuzmichlaw.com

Meet the Staff

-Steve Kuzmich

In this issue we would like to introduce to you the founder and head of our firm, Steve Kuzmich. Mr. Kuzmich grew up in Lewisville and is a husband and father of two children. He and his wife are also very excited awaiting the arrival of their third child in November. Mr. Kuzmich has been practicing law since 1994 and started his own practice in 1996. Since that time he has represented hundreds of people in motor vehicle accidents, premises liability matters and medical malpractice lawsuits. Mr. Kuzmich has experience not only in plaintiff's work, but also in insurance defense. This experience provides him a unique prospective into the settlement matters of personal injury issues. Mr. Kuzmich is an energetic and thorough attorney with a thoughtful and honest approach to the practice of law.



Legal Specialization

If you look closely at every attorney advertisement, you'll find words stating whether or not that attorney is a "Board Certified Specialist." People often ask us what our specialty is. The problem is that the term "specialization" gets misused. When the general public refers to a "specialty," they typically just want to know what type of law we practice. To lawyers, a specialist has a different meaning. To be a "Board Certified Specialist" means that the attorney has met a minimum time requirement of practice in that field, and that he passed a written test.

In Texas, every attorney is authorized to practice any type of state law. Here at the Kuzmich Firm, we limit our practice primarily to injury related law. This is a pretty broad area of practice, which includes Medical Malpractice, Products Liability, Toxic Torts, Work Injuries, Automobile Injuries, and Premises Liability. Simply put, we are a General Liability Firm.

Currently, we are not "Board Certified Specialists." Although we have met most of the requirements to become "specialists," we have focused more on results for our clients than in getting another plaque to hang next to our diplomas. If you combine our practice histories, we have nearly 20 years of experience, have resolved thousands of claims, been a part of numerous jury verdicts in trial, and gathered millions of dollars in gross settlements and judgments for our clients.

We are confident that our clients enjoy our personalized attention, "small-law-firm" mentality, and "big-law-firm" results. If you'd like to discuss what "Board Certification" means, or our credentials, please feel free to call us at any time.

If you'd like extra copies of the newsletter, just ask!