

XXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXX@XXXX.XXX

September 17, 2006

Introduction:

This letter tries to extensively document the problems I'm having with my 2006 Prius Package 8NW Vin# XXXXXXXXXXXXXXXXXXXX. I have bought this car at Piercey Toyota 2108 North 1st Street San Jose, CA 95131 on the 03/09/2006. I was very pleased with my buying experience at Piercey Toyota and the transaction went absolutely flawlessly.

My Prius however started malfunctioning on 08/07/2006 at approximately 7000 miles on the Odometer. Between the 03/09/2006 and the 08/06/2006 car worked flawlessly. To date, the exact same problem happened four times already. Each times, the car has been brought back to a Toyota Service Department. However, the problem keeps happening.

Description of the problem:

I'm driving the car on the freeway and suddenly a warning buzzer ("beep") starts and four indicators located on the instrument cluster turns on as well as one on the MFD. From the Owner Prius Manual here are the indicators on the instrument cluster that turns on:

	Master warning light	See multi-information display.
 (yellow indicator)	Brake system warning lights	Take vehicle to Toyota dealer. If red brake system warning light is also on, stop immediately and contact Toyota dealer.
	Malfunction indicator lamp	Take vehicle to Toyota dealer.
VSC	Vehicle stability control system warning light	Take vehicle to Toyota dealer. If red brake system warning light is also on, stop immediately and contact Toyota dealer.

And on the MFD:

	Hybrid system warning light	Take vehicle to Toyota dealer immediately.
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Realizing something is wrong with the car, I try to reach as soon as possible a safe parking place. While I manage to do so, a quick check on the Energy Monitor on the MFD tells me the car is now strictly running the electric engine. The gas engine is not running at this time anymore.

XXXXXXXXXX
 XXXXXX
 XXXX

Occurrence of the problem

As said in the introduction, the problem described above already happened four (4) times. I first want to point out that during the fourth time this incident happened, my fuel tank was way off from being low (maximum 7 to 8 dots on the fuel level indicators and minimum 3 to 4 dots). Here are the details of each incident:

1. **08/07/2006 @ ~ 8:30AM:** I was cruising on my morning commute at approximately 65 mph on the freeway. My work place is located one mile from the XXXXXXXXXXXXXXXXXXXXXXXXXXXX. The problem happened approximately one mile before the XXXXXXXXXX exit. Quickly realizing the car was now running on battery and realizing Fremont Toyota (5851 Cushing Parkway, Fremont CA 94538) is right around the corner, I manage to reach the Fremont Toyota Service Department. When I arrived there, the car is on freewheeling and the main battery is drained. Please see the attached invoice XXXXX for the conclusion of the technicians.
2. **08/10/2006 @ ~ 6:30PM:** I just got back my Prius from service after the incident described above. After driving approximately 7 miles on the freeway, cruising at approximately 65 mph on the freeway the incident happened again. Manage to safely reach a parking lot. After turning on and off the car approximately ten (10) times, only the CHECK engine indicator stays on and the car can “normally” run again. I decide to bring back the car to the service department of Fremont Toyota. The service department is closed (it is 8:00PM) but I managed to talk to “XXXXX” the technician that worked on my car on the previous incident described above. He plugs his code retrieval device on the car and carries out a 10-15 miles drive test. XXXXX (otherwise very nice, courteous and knowledgeable) told me he didn’t retrieve any error codes and that he feels I can safely take back the car, but if anything goes wrong again to bring the car right back to service. Since this service was informal (talked directly to “XXXXX” and service department closed) I do not have any paperwork (invoice) of the incident.
3. **08/15/06 @ ~ 1:30PM:** This third incident curiously happened in the exact same condition and location as the incident # 1. Managed to reach the Fremont Toyota Service Department this time without completely draining the main battery. Please see the attached invoice XXXXX for the conclusion of the technicians. (I do not share their conclusion on “Low on Fuel”, the fuel level indicators being at three to four dots)
4. **09/16/2006 @ ~ 3:30PM:** My husband was driving at approximately 65 mph on the freeway. Manage to safely reach a parking lot. After turning on and off the car two times only the CHECK engine indicator stays on and the car can “normally” run gain. Decide to bring the car at the Piercey Toyota Service Department. Goes back on the freeway and after approximately 15 miles the same problems happens again, but this time at low speed (approximately 10 -15 mph, in the traffic). Manage to safely reach a parking lot and decide this time to call a Toyota approved towing truck that brought the car at Piercey Toyota on the evening of that same day. Conclusion to date is pending.

Conclusion:

This Toyota Prius was my first Toyota. I was (and still am) a big fan of the Toyota Prius. However, the problems I'm having with it are deteriorating the confidence I had in the Prius and in the Toyota Corporation at large.

I need an accurate diagnostic on my car because **OBVIOUSLY** something is wrong with these random incidents. I just want a car that works flawlessly just like it should be for an 8000 miles car that I bought brand new 5 months ago and not breaking down every two weeks or so!!

I'm aware of the California Lemon Law. I'm also considering writing a letter to Toyota's Customer Experience Center (Toyota Motor Sales, U.S.A.).

Should you need any more details or explanations that could help you define these random incidents, feel free to ask me.

Best regards,

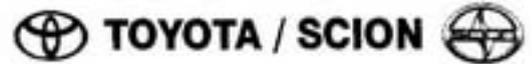
XXXXXXXXXXXX

[happy] Prius Owner

Appended documents:

- Fremont Toyota invoice # XXXXX
- Fremont Toyota invoice # XXXXX
- Pictures taken during the first and fourth incident
- Approximate locations of each incidents
- California Lemon Law

FREMONT



5851 CUSHING PARKWAY * FREMONT, CA 94538

(510) 252-5400

www.fremonttoyota.com

INVOICE

PAGE 1

SERVICE ADVISOR: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
	06	TOYOTA PRIUS	[REDACTED]	[REDACTED]	7370/7370	[REDACTED]
IN SVC. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
22JUN06 IS			17:30 16AUG06		CASH	17AUG06
R.O. OPENED	DATE CUST. NOTIFIED	OPTIONS: DLR: .				
13:20 15AUG06	15:06 17AUG06					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A CUSTOMER STATES THE RED TRIANGLE WARNING LAMP, VSC, CHECK ENGINE AND CIRCULAR WARNING WITH THE EXCLAMATION MARK ON THE INSIDE CAME ON WHILE DRIVING ON THE FREEWAY APPROX 60MPH. CHECK PREVIOUS DIAGNOSIS

CAUSE: .
 S12 * DRIVABILITY
 3474 W93 (N/C)
 FC: PART#: COUNT:
 CLAIM TYPE:
 AUTH CODE:

FOUND VEHICLE WAS VERY LOW ON FUEL, INSPECTED F FUEL FOR CONTAMINATION AND FUEL IS OK. FOUND PO OR CONNECTION AT MAIN BATTERY CONECTOR AND RECH ECKED VEHICLE OPERATION AFTER ADDING FUEL AND RECONNECTING MAIN BATTERY CONECTOR. VEHICLE IS OPERATING PROPERLY AFTER REPAIRS

YOU WILL SOON BE RECEIVING A SHORT CUSTOMER SATISFACTION SURVEY FROM TOYOTA. PLEASE BE KIND ENOUGH TO RETURN IT WITH YOUR CANDID COMMENTS. IF THERE IS "ANYTHING" THAT WE CAN DO BEFORE YOU LEAVE TO MAKE YOUR VISIT HERE MORE EXCELLENT, PLEASE LET US KNOW NOW. THANK YOU VERY MUCH FOR YOUR BUSINESS!!!!!!!

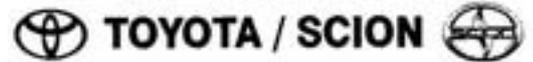
	ORIGINAL ESTIMATE \$ _____ FINAL REVISED ESTIMATE \$ _____	DESCRIPTION LABOR AMOUNT 0.00 PARTS AMOUNT 0.00 GAS, OIL, LUBE 0.00 SUBLET AMOUNT 0.00 MISC. CHARGES 0.00 TOTAL CHARGES 0.00 ADJUSTMENTS 0.00 SALES TAX 0.00 PLEASE PAY THIS AMOUNT 0.00	TOTALS																				
	<table border="1"> <tr> <th>DATE</th> <th>TIME</th> <th>PHONE # OR IN PERSON</th> <th>AUTHORIZED BY</th> <th>ADDITIONAL AMOUNT \$</th> </tr> <tr> <td colspan="5">REASON</td> </tr> <tr> <th>DATE</th> <th>TIME</th> <th>PHONE # OR IN PERSON</th> <th>AUTHORIZED BY</th> <th>ADDITIONAL AMOUNT \$</th> </tr> <tr> <td colspan="5">REASON</td> </tr> </table>	DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	ADDITIONAL AMOUNT \$	REASON					DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	ADDITIONAL AMOUNT \$	REASON					REVISED TOTAL \$ _____ REVISED TOTAL \$ _____	
DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	ADDITIONAL AMOUNT \$																			
REASON																							
DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	ADDITIONAL AMOUNT \$																			
REASON																							
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE PRICE.		I ACKNOWLEDGE RECEIPT OF VEHICLE AND I HAVE RECEIVED A COPY OF THIS INVOICE.																					
<input type="checkbox"/>		<input checked="" type="checkbox"/>																					

CUSTOMER COPY

CUSTOMER #: [REDACTED]

WORKORDER

FREMONT



PAGE 1

5851 CUSHING PARKWAY * FREMONT, CA 94538

(510) 252-5400

www.fremonttoyota.com

SERVICE ADVISOR: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	TAG
	06	TOYOTA PRIUS	[REDACTED]	[REDACTED]	7370/	[REDACTED]
IN SVC. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
22JUN06 IS			17:30 16AUG06		CASH	
R.O. OPENED		READY	OPTIONS: DLR:.			
15AUG2006 13:20						

LINE	OP CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A	S12		W93	CUSTOMER STATES THE RED TRIANGLE WARNING LAMP, VSC, CHECK ENGINE AND CIRCULAR WARNING WITH THE EXCLAMATION MARK ON THE INSIDE CAME ON WHILE DRIVING ON THE FREEWAY APPROX 60MPH. CHECK PREVIOUS DIAGNOSIS
# B	S10		C	ATT [REDACTED]

THIS IS NOT AN INVOICE

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

VEHICLE MUST BE RETURNED TO OUR DEALERSHIP TO HONOR WARRANTY.

BATTERY REPLACEMENTS CARRY A 3-YEAR/50,000 MILE WARRANTY ADJUSTMENT.

SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. PLEASE READ REVERSE SIDE.

I, the registered vehicle owner, hereby authorize the repair work herein set forth as to date with the necessary consent and agree that you are not responsible for any damage caused by accidents or thefts to parts or delays in parts shipment by the supplier or transporter. I hereby grant you access and employee permission to operate the vehicle herein specified in street, highway or elsewhere for the purpose of testing and/or inspection. An express warranty has been acknowledged on the above vehicle to correct the amount of repairs shown. I hereby request Payment Terms as my attorney in fact and empower you to negotiate and cash any such as instrument issued in payment of the repair order to any third party in my name and to sign the same herein. Receipt of vehicle described herein for repair or alteration is hereby acknowledged by owner. Said customer is hereby notified that the said property, or its contents, is not insured or protected to the amount of actual cash value thereof, or otherwise, by the appropriate insurer against loss or destruction by theft, fire or vandalism while the property remains with the dealer. Customer agrees no articles of personal property have been left in the vehicle, and the dealer is not responsible for inspection thereof. Customer will be responsible for payment of reasonable storage, tow and costs in the event said vehicle is brought to collection. I authorize repairs work to be performed on the vehicle in the event the air work performed is not accepted for warranty payment by the manufacturer, dealer, the customer, will be held responsible for the outstanding balance. The agreement is not valid until the vehicle is returned. If this document does not, then you will receive responsibility of stated equipment for your records.

PRELIMINARY ESTIMATE \$ [REDACTED] WHICH INCLUDES A HAZARDOUS WASTE DISPOSAL FEE OF \$ [REDACTED]

AUTHORIZED BY: X [REDACTED]

TERMS: CASH OR APPROVED CREDIT CARDS UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE

ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE REQUESTED PRIOR TO BEGINNING WORK. I REQUEST THAT PARTS BE SAVED.

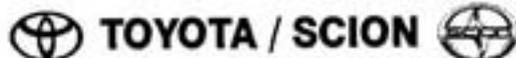
SAVE PARTS X [REDACTED]

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED.

DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	ADDITIONAL AMOUNT \$
REASON				REVISED TOTAL \$
DATE				ADDITIONAL AMOUNT \$
REASON				REVISED TOTAL \$

CUSTOMER COPY

FREMONT



INVOICE

5851 CUSHING PARKWAY * FREMONT, CA 94538

(510) 252-5400

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PAGE 1

SERVICE ADVISOR: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
	06	TOYOTA PRIUS	[REDACTED]	[REDACTED]	[REDACTED]	T6488
IN SVC. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
22JUN06 IS			17:30 11AUG06		CASH	10AUG06
R.O. OPENED	DATE CUST. NOTIFIED	OPTIONS: DLR: .				
08:42 07AUG06	15:59 10AUG06					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUSTOMER STATES THE RED WARNING CAME ON AND THE CHECK ENGINE LIGHT THEN CAME ON AND FOUND THE VEHICLE RUNNING ON BATTERY AND THE BATTERY POWER RAN OUT IN SERVICE DRIVE. INSPECT AND ADVISE							
CAUSE: NO PROBLEMS FOUND							
S12 * DRIVABILITY							
				3474	W93		(N/C)
				1895	W93		(N/C)

7040 (NOTE) TECH [REDACTED] & [REDACTED] ([REDACTED]) CHECK SURFACE CHARGE (NOTE) READING 50.0 VOLTS NEXT 1895 REINSTALLED FRONT COWL & WIPER ASSY & REAR COMPARTMENT ITEM'S & ROAD TESTED VEHICLE ABOUT 8-9 MILES TO LET VEHICLE CHARGE MAIN BATTERY (NOTE) BATTERY PARS ARE GREEN IN COLOR & AT TOP LEVEL NO CODES FOUND IN STSTEM ALSO LIGHTS NOT ON

B** COURTESY RENTAL DUE TO VEHICLE IN SHOP
 RENT RENTAL CAR PROVIDED FOR 24 HOURS. CONTINUED
 USE OF RENTAL BEYOND THIS, AGE AND INSURANCE
 TO BE PAID BY CUSTOMER.
 9999 W93

(N/C)

YOU WILL SOON BE RECEIVING A SHORT CUSTOMER SATISFACTION SURVEY FROM TOYOTA. PLEASE BE KIND ENOUGH TO RETURN IT WITH YOUR CANDID COMMENTS. IF THERE IS "ANYTHING" THAT WE CAN DO BEFORE YOU LEAVE TO MAKE YOUR VISIT HERE MORE EXCELLENT, PLEASE LET US KNOW NOW. THANK YOU VERY MUCH FOR YOUR BUSINESS!!!!!!!

FREMONT

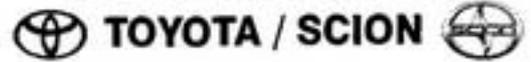


TOYOTA / SCION

ORIGINAL ESTIMATE \$	FINAL REVISED ESTIMATE \$	DESCRIPTION	TOTALS
		LABOR AMOUNT	0.00
DATE TIME PHONE # OR IN PERSON AUTHORIZED BY	ADDITIONAL AMOUNT \$	PARTS AMOUNT	0.00
REASON	REVISED TOTAL \$	GAS, OIL, LUBE	0.00
DATE TIME PHONE # OR IN PERSON AUTHORIZED BY	ADDITIONAL AMOUNT \$	SUBLET AMOUNT	0.00
REASON	REVISED TOTAL \$	MISC. CHARGES	0.00
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE PRICE.		TOTAL CHARGES	0.00
I ACKNOWLEDGE RECEIPT OF VEHICLE AND I HAVE RECEIVED A COPY OF THIS INVOICE.		ADJUSTMENTS	0.00
		SALES TAX	0.00
		PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

FREMONT



CUSTOMER #: [REDACTED]

WORKORDER

5851 CUSHING PARKWAY * FREMONT, CA 94538

(510) 252-5400

www.fremonttoyota.com

SERVICE ADVISOR: [REDACTED]

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	TAG
	06	TOYOTA PRIUS	[REDACTED]	[REDACTED]	7032/	[REDACTED]
IN SVC. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
22JUN06 IS			17:30 07AUG06		CASH	
R.O. OPENED	READY	OPTIONS: DLR: .				
07AUG2006 08:42						

LINE	OP CODE	TECH.	TYPE	DESCRIPTIONS/INSTRUCTIONS
# A	S12		W93	CUSTOMER STATES THE RED WARNING CAME ON AND THE CHECK ENGINE LIGHT THEN CAME ON AND FOUND THE VEHICLE RUNNING ON BATTERY AND THE BATTERY POWER RAN OUT IN SERVICE DRIVE. INSPECT AND ADVISE

THIS IS NOT AN INVOICE

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

VEHICLE MUST BE RETURNED TO OUR DEALERSHIP TO HONOR WARRANTY.

BATTERY REPLACEMENTS CARRY A PROBATED WARRANTY ADJUSTMENT.

SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. PLEASE READ REVERSE SIDE.

I, the registered vehicle owner, hereby authorize the repair work herein set forth to be done with the maximum material and agree that you are not responsible for any delay caused by unavailability of parts or delay in parts shipment to the repair or transporter. I hereby grant you entire and exclusive permission to operate the vehicle herein described as stated, highway or otherwise for the purpose of testing and inspection. An express mechanic lien is hereby acknowledged on the above vehicle to secure the amount of repair charges. I hereby warrant that I am the owner of the vehicle and that I am not responsible for any other party's use of the vehicle and to sign my name thereon. Repair of vehicle described herein for repair or alteration is hereby acknowledged by dealer. Said customer is hereby notified that the said property, or its contents, is not insured or protected to the amount of actual cash value thereof, or otherwise, for the unregistered motor against loss or destruction while the property remains with the dealer. Customer agrees no articles of personal property have been left in the vehicle, and the dealer is not responsible for destruction thereof. Customer will be responsible for payment of reasonable attorney fees and costs in the event suit is brought for collection. I authorize warranty work to be performed on my vehicle. In the event the work performed is not accepted for warranty purposes by the manufacturer, then I, the customer, will be held responsible for the outstanding balance. This agreement is in full and final discharge of all obligations. If the customer does not wish to pay, they will receive documentation of charges incurred for their records.

PRELIMINARY ESTIMATE \$ [] WHICH INCLUDES A HAZARDOUS WASTE DISPOSAL FEE OF \$ []

AUTHORIZED BY: X [REDACTED]

TERMS: CASH OR APPROVED CREDIT CARDS UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE

ALL PARTS REMOVED WILL BE DISCARDED UNLESS OTHERWISE REQUESTED PRIOR TO BEGINNING WORK. I REQUEST THAT PARTS BE SAVED.

SAVE PARTS X []

ALL PARTS ARE NEW UNLESS OTHERWISE SPECIFIED.

DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	ADDITIONAL AMOUNT
				\$
REASON				REVISED TOTAL
				\$
DATE	TIME	PHONE # OR IN PERSON	AUTHORIZED BY	ADDITIONAL AMOUNT
				\$
REASON				REVISED TOTAL
				\$

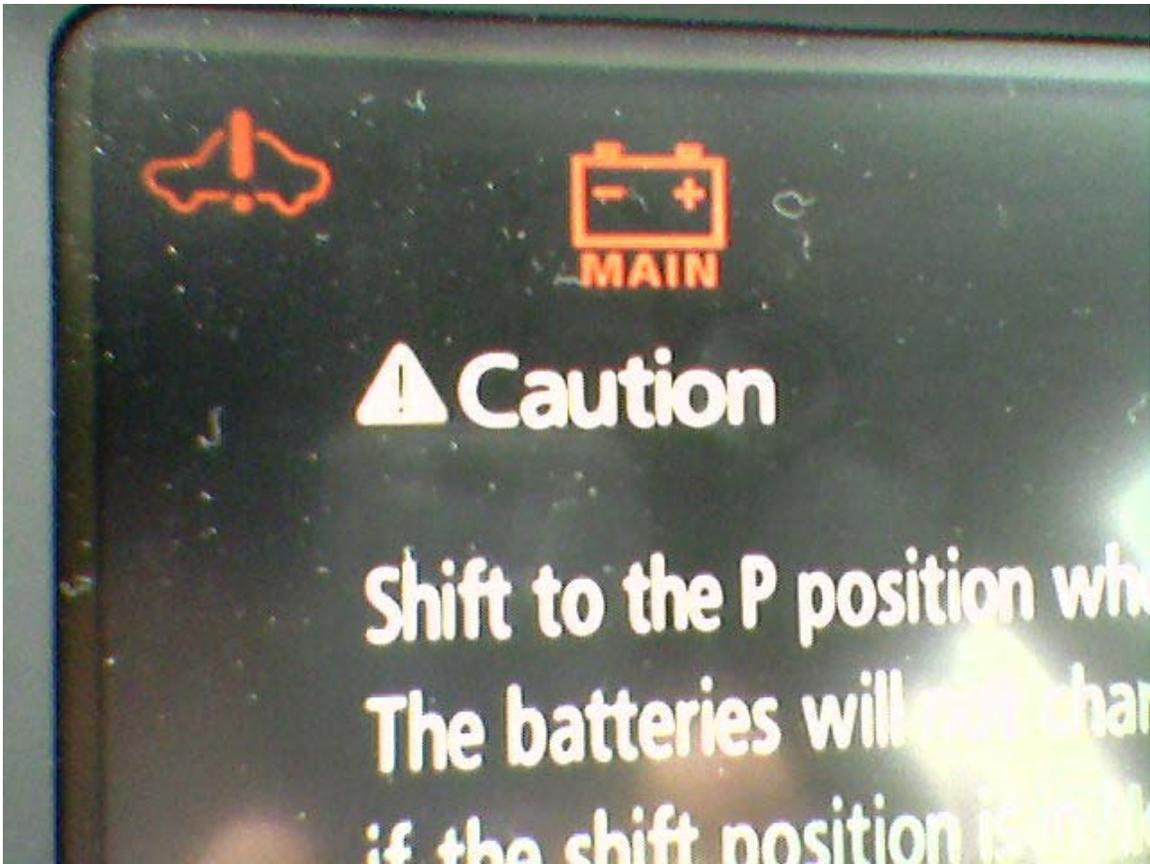
CUSTOMER COPY



08/07/2006: Notice the fuel level indicators: six or more dots



08/07/2006



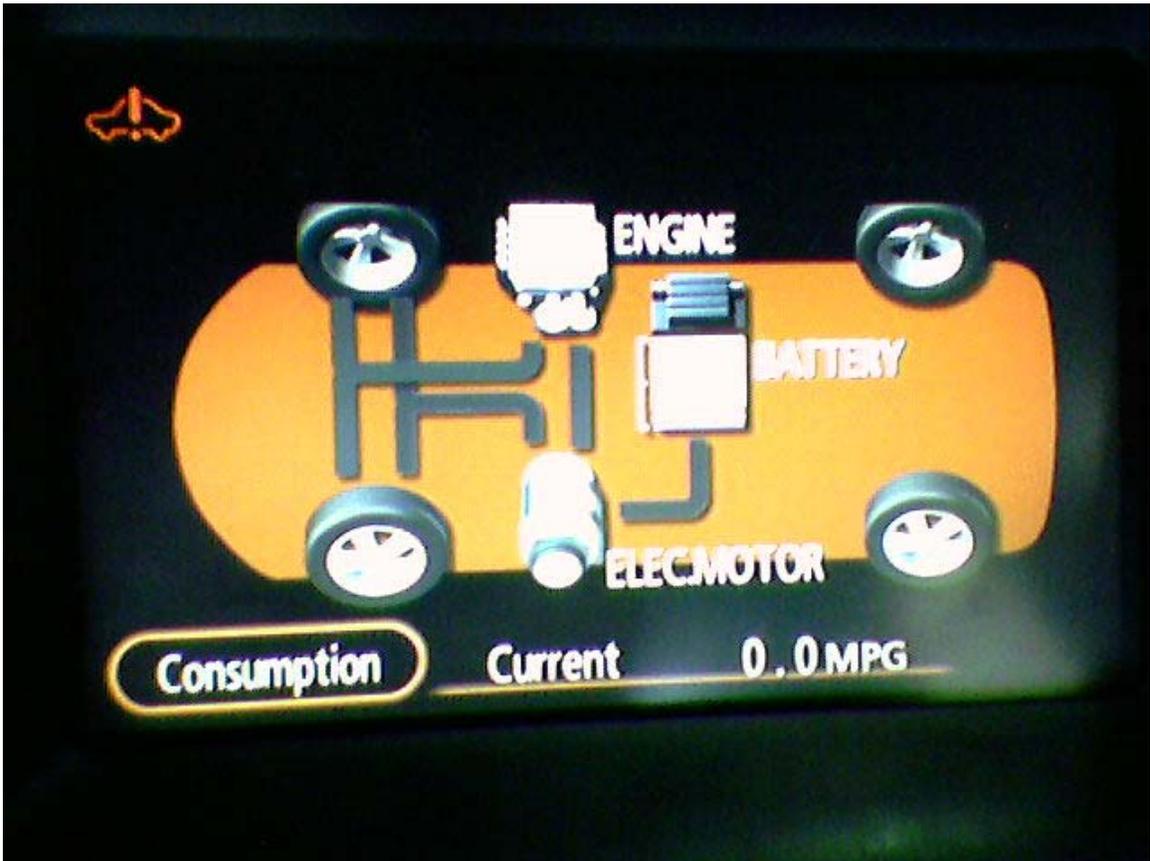
08/07/2006: Arrived at the Fremont Service Department freewheeling, the main battery is drained.



8/10/2006: After turning on and off the car approximately ten (10) times, only the CHECK engine indicator stays on and the car can “normally” run gain. Went back in the Fremont Service Department on my own locomotion.



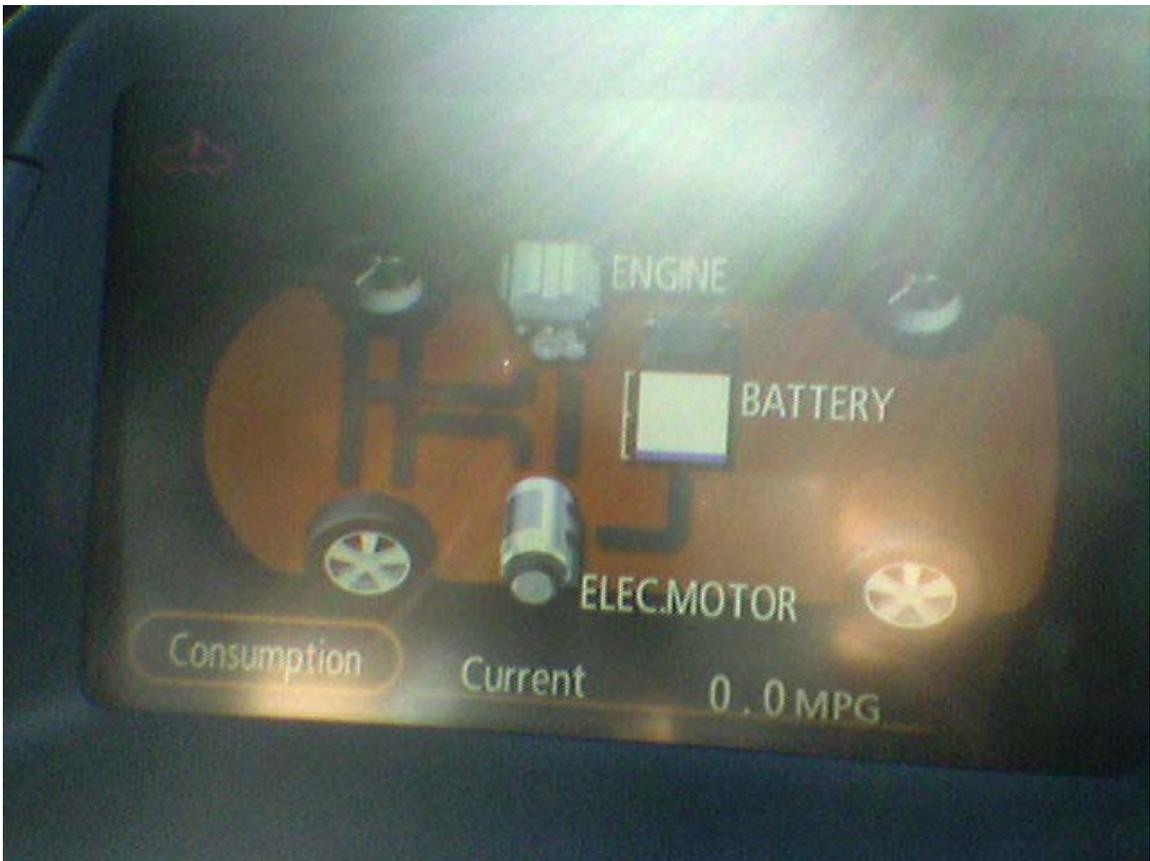
08/15/2006



08/15/2006



09/16/2006

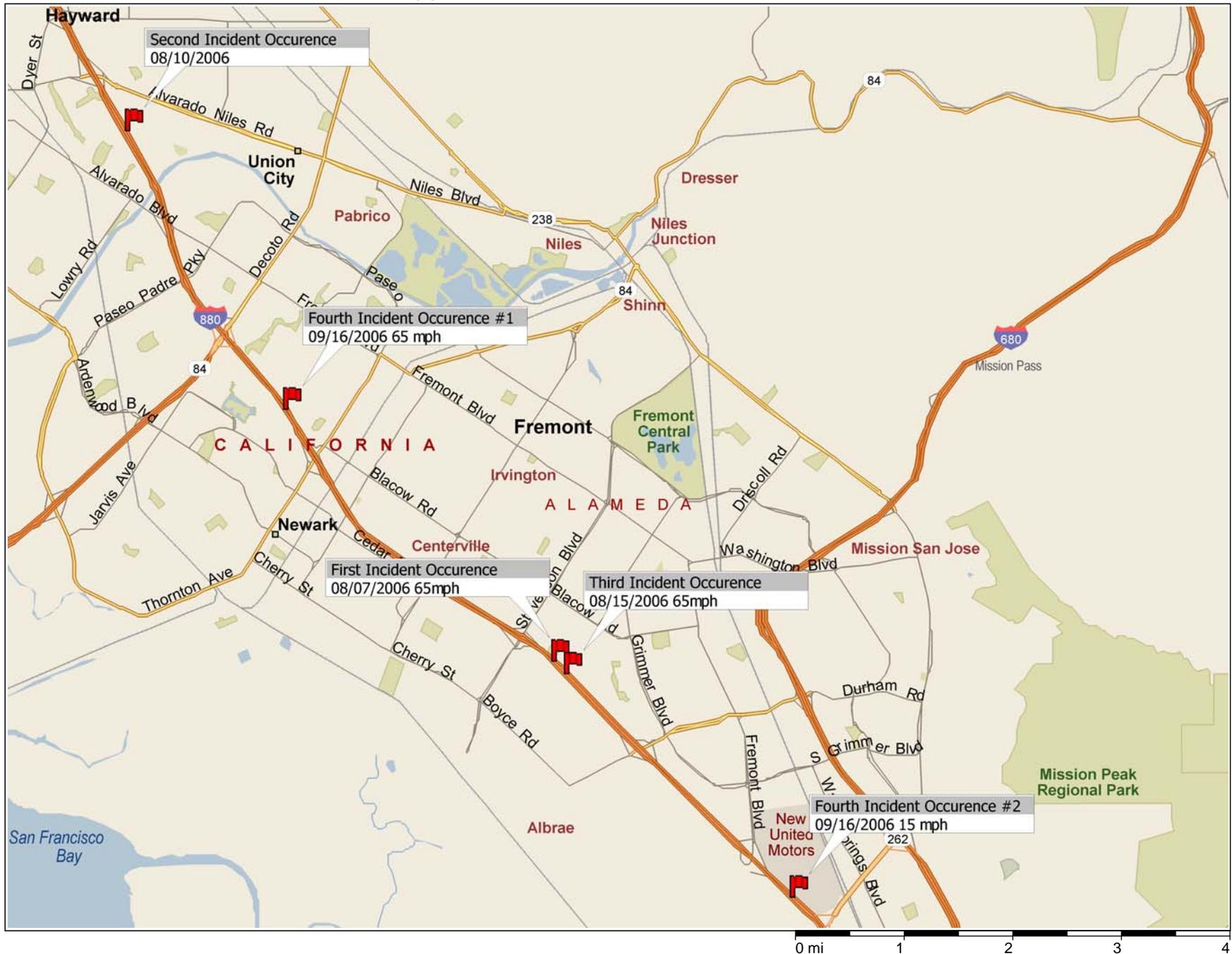


09/16/2006



09/16/2006: Couldn't make it back to the service department on my own locomotion.

Approximate locations of the incidents



MOTOR VEHICLE WARRANTY AND LEMON LAW

A purchaser or lessee of a motor vehicle has various rights under both state and federal law if the vehicle does not perform as provided under an express warranty. Warranty law can be complex, and it is impossible to describe comprehensively all of the law in a brief space. The following comments briefly explain the Song-Beverly Consumer Warranty Act and what is popularly known as the "Lemon Law."

This message is not a substitute for your contacting your own lawyer who can best advise you of your rights under the particular circumstances of your case. The Attorney General's office cannot advise you of your legal rights and cannot represent you in a warranty dispute.



1. Coverage For New Motor Vehicles.

A. OVERVIEW OF SONG-BEVERLY WARRANTY RIGHTS

The Song-Beverly Consumer Warranty Act (beginning with Civil Code section 1790) provides protection for consumers who lease or buy new motor vehicles. The law requires that if the manufacturer or its representative in this state, such as an authorized dealer, is unable to service or repair a new motor vehicle to meet the terms of an express written warranty after a *reasonable number* of repair attempts, the manufacturer is required promptly to replace the vehicle or return the purchase price to the lessee or buyer. The purchase price that must be returned includes the price paid for manufacturer-installed items and transportation but does not include the price paid for nonmanufacturer items installed by the dealer. The lessee or buyer is completely free to choose whether to accept a replacement or a refund. Whatever the choice, the manufacturer is also responsible to pay for sales or use tax; license, registration, and other official fees; and incidental damages that the lessee or buyer may have incurred such as finance charges, repair, towing, and rental car costs.

The lessee or buyer may be charged for the use of the vehicle regardless of whether the vehicle is replaced or the purchase price is refunded. The amount that may be charged for use is determined by multiplying the actual price of the new vehicle by a fraction having as its denominator 120,000 and as its numerator the number of miles traveled by the vehicle before it was first brought in for

correction of the problem. For example, if the car had traveled 6,000 miles before it was first brought in for correction of the problem, the lessee or buyer could be charged 5% ($6,000/120,000 = 5\%$) of the purchase price for usage.

The law applies for the entire period of your warranty. For example, if your vehicle is covered by a three-year warranty and you discover a defect after two years, the manufacturer will have to replace the vehicle or reimburse you as outlined above if the manufacturer or its representative is unable to conform the vehicle to the express warranty after a reasonable number of attempts to do so.

Song-Beverly does not apply if the problem was caused by abuse after the vehicle was delivered. Be sure you follow the terms of the warranty for maintenance and proper use of the vehicle.

Although there is a four-year statute of limitations to bring a law suit for breach of warranty or for violations of Song-Beverly, you should act promptly to try to resolve the problem fairly and quickly without legal action if possible.

B. THE "LEMON LAW" AND WHAT IS A REASONABLE NUMBER OF REPAIR ATTEMPTS

What is considered a reasonable number of repair attempts will depend on the circumstances including the seriousness of the defect. For example, one or two repair attempts may be considered reasonable for serious safety defects such as brake failure, depending on the exact situation.

A special provision, often called the "Lemon Law," helps determine what is a reasonable number of repair attempts for problems that substantially impair the use, value, or safety of the vehicle. The "Lemon Law" applies to these problems if they arise during the first 18 months after the consumer received delivery of the vehicle or within the first 18,000 miles on the odometer, whichever occurs first. During the first 18 months or 18,000 miles, the "Lemon Law" presumes that a manufacturer has had a reasonable number of attempts to repair the vehicle if either (1) The same problem results in a condition that is likely to cause death or serious bodily injury if the vehicle is driven and the problem has been subject to repair two or more times by the manufacturer or its agents, and the buyer or lessee has at least once directly notified the manufacturer of the need for the repair of the problem as provided in the warranty or owner's manual or (2) The same problem has been subject to repair four or more times by the manufacturer or its agents and the buyer has at least once directly notified the manufacturer of the need for the repair of the problem as provided in the warranty or owner's manual or (3) The vehicle is out of service because of the repair of any number of problems by the manufacturer or its agents for a cumulative total of more than 30 days since delivery of the vehicle.

The "Lemon Law" presumption is a guide, not an absolute rule. A judge or arbitrator can assume that the manufacturer has had a reasonable number of

chances to repair the vehicle if all of the conditions are met. The manufacturer, however, has the right to try to prove that it should have the chance to attempt additional repairs, and the consumer has the right to show that fewer repair attempts are reasonable under the circumstances.

Be sure to check your warranty and owner's manual for instructions. You may be required to directly notify the manufacturer of the problem(s). It is a good idea to send your written notice to the manufacturer at the address shown in the warranty or owner's manual by certified mail, return receipt requested so that you have proof that your letter was received. Keep a copy of all correspondence.

If the manufacturer maintains a state-certified arbitration program, the consumer must submit the warranty dispute to the arbitration program before the consumer can take advantage of the presumption in court. Arbitration is an alternative to court proceedings. The consumer may assert the presumption during arbitration. Information about any arbitration should be described in the warranty or owner's manual.

Not every manufacturer maintains a state certified program. You should check with the Department of Consumer Affairs' [Arbitration Certification Program](#) at (800) 952-5210 or on the Internet at www.dca.ca.gov/acp. You can also ask for the department's free pamphlet that explains more about arbitration, "Lemon Aid for Consumers."

C. WHO IS COVERED

The law applies to a new motor vehicle that is bought or used primarily for personal, family or household purposes. The law also applies to a new motor vehicle with a gross vehicle weight under 10,000 pounds that is bought or used primarily for business purposes by a person, including a partnership, limited liability company, corporation, association, or any other legal entity, to which not more than five motor vehicles are registered in this state.

D. WHAT IS A NEW MOTOR VEHICLE

The law discussed above applies to "new motor vehicles." (Certain limited protection may apply to used vehicles as described in Section 2.) The term "new motor vehicle" includes not only new motor vehicles but also demonstrators; the chassis, chassis cab, and propulsion system of a new motor home; and any other motor vehicle sold with a manufacturer's new car warranty. For example, a two-year old used car sold with the remaining one year portion of a manufacturer's three-year new car warranty would be treated as a new motor vehicle. The term "new motor vehicle," however, does not include motorcycles or exclusively off-road vehicles.

2. Coverage For Vehicles That Are Not "New"

Although the special provisions discussed above apply to new motor vehicles, Song-Beverly has many general rules that apply to any consumer product sold with an express written warranty. As a result, there is important coverage for motorcycles, the living quarters of a mobile home, used vehicles sold with a dealer's express written warranty, "lemon" vehicles repurchased by the manufacturer and sold to consumers with an express written warranty covering the defect, and vehicles sold with a service contract.

A full description of warranty rights is beyond the scope of this message, but you should be aware that coverage is not identical to the coverage for new motor vehicles. For example, a warrantor who is unable to conform a consumer product to its express warranty within a reasonable number of attempts is required to replace the goods or refund the purchase price less an amount attributable to the consumer's use. Unlike the special rules on new motor vehicles, however, there is no set formula for determining the charge for the consumer's use before the discovery of the defect, and the Lemon Law presumption does not apply.

For complete advice concerning your legal rights, you should consult your own attorney.