



CLAIM AGAINST THE SANTA CLARA VALLEY WATER DISTRICT

California Government Code Sections 900 and following

<p>The completed form can be mailed, sent electronically or hand delivered. Mail or deliver to:</p> <p>Clerk of the Board Santa Clara Valley Water District-HQ 5700 Almaden Expressway San Jose, CA 95118</p> <p>Or submit the completed form electronically to: clerkoftheboard@valleywater.org</p>	<p style="text-align: center;">Clerk of the Board's Date Stamp</p> <hr/> <p style="text-align: center;">For SCVWD Use Only</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Date Received: 08/22/24</td> <td style="width: 50%; text-align: center;">ROUTING</td> </tr> <tr> <td><input type="checkbox"/> Via U.S. Mail</td> <td><input checked="" type="checkbox"/> CEO</td> </tr> <tr> <td><input type="checkbox"/> Hand Delivered</td> <td><input checked="" type="checkbox"/> District Counsel</td> </tr> <tr> <td><input checked="" type="checkbox"/> Email</td> <td><input checked="" type="checkbox"/> Risk Management</td> </tr> <tr> <td><input type="checkbox"/> Other: _____</td> <td><input checked="" type="checkbox"/> COB</td> </tr> <tr> <td></td> <td><input type="checkbox"/> BOD (District #): _____</td> </tr> </table>	Date Received: 08/22/24	ROUTING	<input type="checkbox"/> Via U.S. Mail	<input checked="" type="checkbox"/> CEO	<input type="checkbox"/> Hand Delivered	<input checked="" type="checkbox"/> District Counsel	<input checked="" type="checkbox"/> Email	<input checked="" type="checkbox"/> Risk Management	<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> COB		<input type="checkbox"/> BOD (District #): _____
Date Received: 08/22/24	ROUTING												
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	<input type="checkbox"/> BOD (District #): _____												

With certain exceptions, claims for personal injury or property damage MUST be filed within six months of the incident giving rise to the claim. Claimant must complete each section. If information is unknown, write "unknown" in the appropriate box. Please use additional pages if necessary. Please attach itemized receipts, witness statements, photos and all other documentation that you believe will be helpful to process your claim. Claimant MUST sign and date the form; see last page.

Name of Claimant: Monarch Leasing Inc.		Email Address: tguetersloh@monarchtruck.com	
Address of Claimant: 1015 Timothy Dr.		City: San Jose	State: CA
Address to which Notices should be sent, if different from above:		City:	State: Zip:
Home Phone Number:	Cell Phone Number: 312-420-4844	Work Phone Number: 408-275-0500 x208	
Is this claim being filed on behalf of a minor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If so, please indicate minor's date of birth: Relationship to the minor:	
Date and time of incident or loss: 7/11/2024 - time unknown	Location of incident or loss (address): 1346 E. Taylor St. San Jose, CA 95133	Is there a police report? <input type="checkbox"/> Yes If Yes, Police Report Case #: <input checked="" type="checkbox"/> No	

Describe how the incident or loss happened, and the reason you believe the Santa Clara Valley Water District is responsible for your damages (*Please attach additional sheets if necessary*):

Ongoing construction by Santa Clara Valley Water District of a flood-wall, bridge, and other improvements along Coyote Creek has been occurring at the back side of the yard at 1346 E. Taylor St. Monarch Leasing Inc. (DBA Monarch Truck Center) leases the yard to park and store commercial trucks available for sale and rent. Monarch has secured the yard with fencing and has granted ongoing access to Santa Clara Valley Water District and their contractors, including Gordon N. Ball Inc. and A&B Construction, for the duration of the construction work. However, Monarch is unable to secure and has no jurisdiction over the back side of the yard which is currently occupied by the Valley Water construction work. During the week of 6/26/2024 additional access was granted to allow the installation of a bridge across Coyote Creek.

On 7/11/2024, Monarch identified that several of the trucks stored in the yard at 1346 E Taylor had been vandalized and had their batteries stolen. These trucks were parked along the back temporary fence line for the current Valley Water easement. It appeared that the back fence was not fully secured as there was a gap left in which an individual can easily get through. Additionally, it appears that the fence was cut right next to the vandalized vehicles to make it easy to remove the stolen batteries. It was clear the theft and vandalism had occurred after the installation of the bridge and that the back fence had been left unsecured.



CLAIM AGAINST THE SANTA CLARA VALLEY WATER DISTRICT
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In detail, describe the damage or injury (Please attach additional sheets if necessary):

There were a total of 6 trucks that were vandalized and had the batteries stolen. The thieves also cut the battery cables, took the covers, and removed the battery brackets. These were all diesel trucks which contain 2 batteries each.

The cost to repair the damaged components and replace the batteries for a single truck is \$1,302.57.

The total for all 6 trucks will be \$7,815.42.

List Name(s) and contact information of any witness(es) or District employee involved (if any):

Witnesses: Tony Guetersloh tguetersloh@monarchtruck.com; Aidan Guetersloh; Dinh Nguyen dnguyen@monarchtruck.com; Bob Padilla padilla@monarchtruck.com

Valley Water District employees involved: Rafael Turcios RTurcios@valleywater.org; Robert Yamane RYamane@valleywater.org; Matthew Powers mpowers@ballconco.com

DAMAGES CLAIMED: Basis for computation of amounts claimed (include copies of bills, invoices, estimates, receipts, photos, police case # or other documentation.) Note: If your claim is more than \$10,000, you need not fill in an amount, but must state whether jurisdiction for the claim would be in the Limited Jurisdiction (up to \$25,000) or Unlimited jurisdiction of the Superior Court.

Is the amount of the claim under \$10,000? [X] Yes [] No
Court Jurisdiction: (Check One) [] Limited Civil [] Unlimited Civil

Table with 2 columns: ITEMS and CLAIM AMOUNT. Rows include repairs for Isuzu NPRs and a total amount of \$7,815.42.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE OR FRAUDULENT CLAIM (Penal Code Section 72 and 550)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except to those matters stated upon information and belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this 22 day of August, 2024, Anthony J. Guetersloh (Digitally signed by Anthony J. Guetersloh Date: 2024.08.22 12:34:04 -07'00')
Claimant's Signature

Government Code Section 945.6 provides that, with limited exceptions, any suit brought against a public entity must be commenced:

- (1) If written notice is given of a denial of claim in accordance with Section 913, not later than six months after the date such notice is personally delivered or deposited in the mail.
(2) If written notice is not given of a denial of claim in accordance with Section 913, within two years from the accrual of the cause of action.

From: [Robert Yamane](#)
To: [Anthony Guetersloh](#); [Rafael Turcios](#)
Cc: [Nicole Guetersloh](#); [Don Harper Gmail](#); [jonl@efuelco.com](#); [Matthew Powers](#); [Rick Masso](#); [Madhu Thummaluru](#); [Sabeeka Naqvi](#); [Dinh Nguyen](#); [Bob Padilla](#); [Charlie Krueger](#); [fbravo@ghirardelliassoc.com](#)
Subject: RE: Security Breach at 1346 E Taylor Yard Through Valley Water / Gordon Ball Easement Fencing
Date: Tuesday, July 30, 2024 5:02:45 PM
Attachments: [image008.png](#)

Hi [@Anthony Guetersloh](#),

This would need to be submitted as a claim.

Please request a claim form by e-mailing our Risk Manager: riskmanager@valleywater.org.

Thank you,

ROBERT YAMANE, P.E.

Senior Engineer - Structural
Watersheds Design and Construction Division
RYamane@valleywater.org
Tel. (408) 630-2925



SANTA CLARA VALLEY WATER DISTRICT

5750 Almaden Expressway, San Jose CA 95118
www.valleywater.org

Clean Water · Healthy Environment · Flood Protection

If you need my review, please tag me in your e-mail by using the "@" ("mention") feature: @ryamane@valleywater.org

From: Anthony Guetersloh <tguetersloh@monarchtruck.com>
Sent: Monday, July 29, 2024 1:39 PM
To: Rafael Turcios <RTurcios@valleywater.org>
Cc: Nicole Guetersloh <nguetersloh@monarchtruck.com>; Don Harper Gmail <donharper04@gmail.com>; [jonl@efuelco.com](#); Matthew Powers <mpowers@ballconco.com>; Rick Masso <rick@efuelco.com>; Robert Yamane <RYamane@valleywater.org>; Madhu Thummaluru <MThummaluru@valleywater.org>; Sabeeka Naqvi <SNaqvi@valleywater.org>; Dinh Nguyen <dnguyen@monarchtruck.com>; Bob Padilla <padilla@monarchtruck.com>
Subject: RE: Security Breach at 1346 E Taylor Yard Through Valley Water / Gordon Ball Easement Fencing

***** This email originated from outside of Valley Water. Do not click links or open attachments unless you recognize the sender and know the content is safe. *****

Hi Rafael,

Thank you for having your team repair the fence and fix the security issue at the yard on E Taylor. There appear to have been no further break-ins since the incident on July 11.

We have fully assessed the extent of the theft and vandalism. There were a total of **6 trucks** that were vandalized and had the batteries stolen. The thieves also cut the battery cables, took the covers, and removed the battery brackets. These were all diesel trucks which contain 2 batteries each. We have repaired the first truck and are working on repairing the remaining ones. The cost to repair the damaged components and replace the batteries for a single truck is \$1,302.57, so the total for all 6 trucks will be **\$7,815.42.**

Attached is a copy of our internal invoice for repairs to the first truck that we have repaired.

What is the best method to submit a bill to Valley Water? Should I prepare the invoice for all 6 trucks and send it to you? Please advise.

Thank you in advance for your help.

Tony Guetersloh

Vice President & General Manager

Monarch Leasing, Inc.
1015 Timothy Dr.
San Jose, CA 95133
408-275-0500 ext. 208
www.monarchtruck.com



TRUCK CENTER

From: Anthony Guetersloh

Sent: Thursday, July 11, 2024 2:56 PM

To: Matthew Powers <mpowers@ballconco.com>; jonl@efuelco.com; Kevin Johanson <kjohanson@ballconco.com>; Justin Radcliff <jradcliff@ballconco.com>; David Kaulfers <dkaulfers@ghirardelliassoc.com>; Charlie Krueger <charlie@ghirardelliassoc.com>; Bridget Supple <bsupple@alphacmnc.com>; amiramontes@a-bconstruction.net; Rick Masso <rick@efuelco.com>; Robert Yamane <RYamane@valleywater.org>; Madhu Thummaluru

<MThummaluru@valleywater.org>; Sabeeka Naqvi <SNaqvi@valleywater.org>; Rafael Turcios <RTurcios@valleywater.org>

Cc: Nicole Guetersloh <nguetersloh@monarchtruck.com>; Don Harper Gmail <donharper04@gmail.com>

Subject: Security Breach at 1346 E Taylor Yard Through Valley Water / Gordon Ball Easement Fencing

Importance: High

Hello Valley Water / Gordon Ball Team,

Today we identified that several of the trucks we have stored in the yard at 1346 E Taylor had been vandalized and had their batteries stolen. These trucks were parked along the back temporary fence line for the current Valley Water easement.

It appears that the fence is not fully secured as there is a gap in which an individual can easily get through. Additionally, it appears that the fence was cut right next to the vandalized vehicles to make it easy to remove the stolen batteries.













Please take **immediate action** to resecure the fencing along the easement. Monarch installed new fencing and security measures when taking possession of the yard, but we do not have ownership nor control over the fencing along the back easement until Valley Water / Gordon Ball has completed their work.

Please advise one what additional actions can be taken to ensure that the yard is secured from your side to prevent any further thefts or security breaches.

Thank you for your swift attention to this matter.

Sincerely,

Tony Guetersloh

Vice President & General Manager

Monarch Leasing, Inc.

1015 Timothy Dr.

San Jose, CA 95133

408-275-0500 **ext. 208**

www.monarchtruck.com



TRUCK CENTER

From: [Dinh Nguyen](#)
To: [Anthony Guetersloh](#)
Subject: RE: service invoice for truck repaired
Date: Monday, July 29, 2024 4:57:50 PM

Tony,

6 units total and all 5 remaining Diesel Cab & Chassis are accessible in our storage lot. I also verified the stock #'s and VIN's on the trucks.

<u>Stock #'s</u>	<u>VIN's</u>	<u>Status</u>
IS6214	JALC4W166R7018318	Already got billed and repaired.
IS6320	JALE5W164R7309826	Needs repair.
IS6319	JALE5W165R7310130	Needs repair.
IS6174	JALC4W16XR7018449	Needs repair.
IS6235	JALC4W162R7018560	Needs repair.
IS6216	JALC4W161R7018503	Needs repair.

Regards,

Dinh Nguyen
Sales Manager
Monarch Leasing, Inc DBA Monarch Truck Center
408-275-0500 x242 phone
408-275-0559 fax

From: Dinh Nguyen
Sent: Monday, July 29, 2024 1:30 PM
To: Anthony Guetersloh <tguetersloh@monarchtruck.com>
Subject: RE: service invoice for truck repaired

Yes, will do.

Dinh Nguyen
Sales Manager
Monarch Leasing, Inc DBA Monarch Truck Center
408-275-0500 x242 phone
408-275-0559 fax

From: Anthony Guetersloh <tguetersloh@monarchtruck.com>
Sent: Monday, July 29, 2024 1:25 PM

To: Dinh Nguyen <dnguyen@monarchtruck.com>

Subject: RE: service invoice for truck repaired

Also, to make sure that I am creating an accurate invoice, can you please provide me either the VINs or unit numbers for each vehicle that was vandalized?

Thanks,

Tony

Tony Guetersloh

Vice President & General Manager

Monarch Leasing, Inc.

1015 Timothy Dr.

San Jose, CA 95133

408-275-0500 ext. 208

www.monarchtruck.com



TRUCK CENTER

From: Anthony Guetersloh

Sent: Monday, July 29, 2024 1:23 PM

To: Dinh Nguyen <dnguyen@monarchtruck.com>

Subject: FW: service invoice for truck repaired

Hi Dinh,

Here is the invoice for the repairs to the 1 truck with batteries stolen. If this looks accurate, I will multiply by 6 and create an invoice to send over to the construction company.

Thanks,

Tony

Tony Guetersloh

Vice President & General Manager

Monarch Leasing, Inc.

1015 Timothy Dr.

San Jose, CA 95133
408-275-0500 ext. 208
www.monarchtruck.com



From: Bob Padilla <padilla@monarchtruck.com>
Sent: Thursday, July 18, 2024 4:12 PM
To: Nicole Guetersloh <nguetersloh@monarchtruck.com>
Cc: Dinh Nguyen <dnguyen@monarchtruck.com>; Anthony Guetersloh <tguetersloh@monarchtruck.com>
Subject: service invoice for truck repaired

Hello Nicole,

Attached is the first invoice Hector brought to me for repairs that were made to stock #IS6214 batteries stolen out of the lot. This truck I am working on selling it , it is now repaired and here is the invoice so Tony can submit for reimbursement to the lot owner.

Thanks

Bob

CUSTOMER #: 22000
 UNIT# IS6214

122626



TRUCK CENTER



MONARCH SALES

INVOICE

1015 Timothy Dr.,
 San Jose, CA 95133
 (408) 279-2454
 Fax: (408) 294-5442

www.monarchtruck.com

PAGE 1

HOME: CONT:408-275-0500
 BUS: 408-275-0500 CELL:

SERVICE ADVISOR: 582 HECTOR ESPARZA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
	24	ISUZU NPR HD	JALC4W166R7018318		9/9	T9717
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	PAYMENT	INV. DATE
02FEB24 DD			17:00 16JUL24		0.00	18JUL24
R.O. OPENED	READY	OPTIONS: STK:IS6214				
16:14 16JUL24	12:18 18JUL24					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A BATTERIES AND CABLES WERE STOLEN, REPLACE WHAT IS NEEDED							
I IGNITION AND CHARGING SYSTEM							
				1000 CI 1.00		215.00	215.00
				2 HC31D STUD HEAVY DUTY BATTERY	283.52	283.52	567.04
				CORE CHARGE C		33.00	33.00
				2 BATTERY CAL RECYCLE FEE	2.00	2.00	4.00
				4 8-98345-547-0 CAP; INSULATOR	7.06	7.06	28.24
				2 8-98345-395-0 CABLE; BATTERY	58.46	58.46	116.92
				1 8-98336-393-0 COVER; BATTERY	111.95	111.95	111.95
				1 8-97122-608-0 BOLT; BRKT-BRKT	53.70	53.70	53.70
				1 0-91180-108-0 NUT;A/C CMPR BR	0.90	0.90	0.90
				1 8-98060-301-3 BRACKET; STOPPE	121.82	121.82	121.82
				1 989FR-1 FREIGHT CHARGE	50.00	50.00	50.00

PARTS: 1087.57 LABOR: 215.00 OTHER: 0.00 TOTAL LINE A: 1302.57
 1 INSTALLED TWO BATTERIES. TWO CONNECTOR BATTERY CABLES, FOUR NUTS FOR BATTERIES, FRONT BATTERY BRACKET WITH J HOOK AND NUTS, AND BATTERY COVER. STARTED TRUCK, RAN FINE. ALL OK AT THIS TIME.

35% TRUCK RENTAL DISCOUNT WHEN YOUR TRUCK IS IN OUR SERVICE DEPT OR BODY SHOP
 OUR SERVICE DEPT STRIVES TO KEEP YOUR TRUCK ON THE ROAD.
 ALL PARTS ARE NEW UNLESS OTHERWISE STATED.



ORIGINAL ESTIMATE \$			FINAL REVISED ESTIMATE \$			DESCRIPTION	TOTALS
DATE	TIME	PHONE #	AUTHORIZED BY	ADDITIONAL AMOUNT	REVISED TOTAL	LABOR AMOUNT	215.00
						PARTS AMOUNT	1087.57
						GAS, OIL, LUBE	0.00
						SUBLET AMOUNT	0.00
						MISC. CHARGES	0.00
						TOTAL CHARGES	1302.57
						ADJUSTMENTS	0.00
						SALES TAX	0.00
I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATE PRICE.						PLEASE PAY THIS AMOUNT	1302.57
I ACKNOWLEDGE RECEIPT OF VEHICLE AND HAVE RECEIVED A COPY OF THIS INVOICE.							

BAR # ARD00118511 EPA 3CA 00000162

CUSTOMER

PARTS WARRANTY "AS IS"

The only warranties applying to this part(s) are those which may be offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the Selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. In addition, expressly excluded is any Dealer Liability for defects pertaining to safety or performance by way of "Strict Liability", negligence or otherwise.

TO OUR SERVICE CUSTOMERS:

Our usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs. You will be charged no more than the estimated price approved by you. However, if we discover that different or additional repairs are indicated, you will be contacted for your advance approval of a revised estimate.

CALIFORNIA HEALTH & SAFETY CODE SECTION 25249.5 – PROPOSITION 65

(FOR FURTHER INFORMATION ABOUT PROPOSITION 65: <http://www.oehta.org/prop65.html>):

Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and material used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize your exposure when servicing, maintaining or cleaning your vehicle; 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

ENVIRONMENTAL COMPLIANCE CHARGE:

Maintaining and repairing your vehicle inevitably involves the use of chemicals and generation of wastes (solvents, oil, caustics, lead, asbestos, etc.) that must be stored, managed and disposed of in strict compliance with federal, state and local environmental regulations. We support these regulations and also believe our customers do too because they help ensure a safer, healthier environment for everyone. Complying with these regulations increases the cost of service. Ordinarily, increased costs simply result in an increase in hourly labor charge. This dealership has decided in lieu of raising its labor rate, to list a compliance charge on appropriate service bills because we believe our customers would be interested to know that they are helping to pay for a cleaner environment.

SONG-BEVERLY WARRANTY ACT NOTICE:

1. Customer is hereby notified that the said property is not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire, vandalism or any other manner while the property remains with the dealer. 2. Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof. 3. The dealer is not responsible for unavailability of parts or delays in parts shipment beyond dealer's control. 4. Due to the type of service requested, some repairs must be sublet. 5. All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described vehicle or prior to delivery upon the expiration of three (3) days after notice that the repairs have been completed. Notice shall be deemed to have been given upon the deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the reverse side hereof. 6. If the vehicle described herein is not called for within three (3) days after such notice is given, a storage charge of \$25.00 per day will be made for each day thereafter. 7. Said Dealer is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt. 8. In addition to any and all other legal remedies available, I authorize said Dealer to have a lien on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing, and to enforce such lien. Said Dealer is hereby expressly authorized to sell said vehicle at public auction after giving a twenty (20) day written notice by certified mail to the legal owner, registered owner and Department of Motor Vehicles of intent to do so. On the sale date, the vehicle shall be sold to the highest cash bidder and the proceeds of the sale must be used first to satisfy the lien plus storage costs, and costs incident to sale, and the balance shall be forwarded to the legal owner, or if none, to the registered owner, or if the address is unknown, it shall be forwarded to the Department of Motor Vehicles. Said expenses for sale shall also include a reasonable attorney's fee, which may be necessarily incurred. 9. If any such charges remain unpaid for thirty (30) days after such request for payment, said Dealer may also refer such charges to its attorneys for collection and the customer will pay a reasonable attorney's fee.

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:

"A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of reasonable charge for usage. The time extension does not affect the protection or remedies the buyer has under other laws."

SMOG CHECK CONSUMER ASSISTANCE PROGRAM

If a vehicle needs Smog Check repairs to meet California emission standards, the State of California Smog Check Consumer Assistance Program (CAP) provides the following options: Repair Assistance allows motorists to receive financial help for emissions-related repairs from the state. Motorists must pay for any Smog Check inspection costs, as well as co-payment, in order to receive state help. Motorists may qualify in one of two ways:

Income-Eligible – Motorists meeting certain household income requirements.

Test-Only Referral – Motorists who are required to have a vehicle inspected at stations that perform only tests and no repairs (Test-Only stations). This requirement is indicated on the vehicle's DMV registration renewal notice.

Vehicle Retirement allows motorists the option of selling a vehicle to the state instead of repairing it. The state will retire the vehicle at an approved dismantler.

Repair Cost Waivers enable motorists to temporarily register a vehicle (for up to two years) without it passing a Smog Check inspection. To qualify, a motorist must spend at least \$450 on emission-related repairs at a licensed Smog Check station. For more information call the Department of Consumer Affairs at 1-800-952-5210. Some vehicles are not eligible for the Smog Check Consumer Assistance Program.

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