

HB

454

# HOUSE COMMITTEE REPORT

(7)

Date Referred: February 7, 1992

FURTHER REFERRALS:

Labor & Commerce

Date of Committee Action: \_\_\_\_\_

The TRANSPORTATION Committee considered:

HB 454

HOUSE BILL NO. 454

BAN CAR SALE IF POLLUTION CONTROL ALTERED

"An Act relating to the transfer of ownership of a motor vehicle."

**RECOMMENDATIONS:**

be replaced with CS HB 454 (Trms)  the same title

have attached amendments(s)

do pass

do not pass

no recommendations

individual recommendations

additional referral to the \_\_\_\_\_ Committee

ADOPTS: \_\_\_\_\_ letter of Intent

ATTACHES NEW FISCAL NOTE(S): (Dept) \_\_\_\_\_

APPROVES PREVIOUS: (Dept/Date) \_\_\_\_\_

fiscal impact \_\_\_\_\_

fiscal note(s) \_\_\_\_\_

zero fiscal note \_\_\_\_\_

zero fiscal note(s) \_\_\_\_\_

SIGNING <u>DO</u> PASS	DP	<u>OTHER</u> RECOMMENDATIONS	DNP	NR	AM
<i>Arwen, Ar Lewin</i>	✓				
<i>Bill Hudes</i>	✓				
<i>Laird Phillips</i>	✓				
<i>Richard J. Jolley</i>	*				

*Richard J. Jolley*  
CHAIRMAN'S SIGNATURE

# FISCAL NOTE

STATE OF ALASKA  
1992 LEGISLATIVE SESSION

BILL NO. HB 454

Revision Date: \_\_\_\_\_  
 Title: Transfer of ownership of a motor  
vehicle  
 Sponsor: Leman  
 Requestor: (H) Trans.

Department Affected: Environmental  
Conservation  
 BRU: Environmental Quality  
 Component: Air Quality Management

COMPONENT SERIAL NO. 1 | 4 | 2 | 8

EXPENDITURES/REVENUES: (Thousands of Dollars)

OPERATING	FY 93	FY 94	FY 95	FY 96	FY 97	FY 98
PERSONAL SERVICES	0.0	0.0	0.0	0.0	0.0	0.0
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND&STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
<b>TOTAL OPERATING</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

CAPITAL						
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REVENUE						
FUND SOURCE:						

FUNDING: (Thousands of Dollars)

GENERAL FUND	0.0	0.0	0.0	0.0	0.0	0.0
FEDERAL FUNDS						
OTHER						
FUND SOURCE:						
<b>TOTAL</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

POSITIONS:

FULL-TIME	0	0	0	0	0	0
PART-TIME						
TEMPORARY						

Estimate of current year impact: None

ANALYSIS: (Attach a separate page if necessary.)

Tampering with a vehicle's emission control device is a violation of federal and state law. Such vehicles emit a disproportionate share of air pollutants, adding to air quality problems. This bill will help keep these vehicles out of the chain of commerce.

Prepared by: Janice Adair  
 Division: Commissioner's Office

Phone: 465-5050  
 Date: 2/19/92

Approved by Commissioner: *David Seider*  
 Agency: Environmental Conservation

Date: 2/19/92

Distribution (by preparer): Legislative Finance, Legislative Sponsor, Requestor, OMB, & Impacted Agency(ies).

**FISCAL NOTE**

**STATE OF ALASKA  
1992 LEGISLATIVE SESSION**

**BILL NO. HB 454**

Revision Date: \_\_\_\_\_ Department Affected: Public Safety  
 Title: "An Act relating to the transfer of ownership of a motor vehicle" BRU: Motor Vehicles  
 Component: Field Services  
 Sponsor: Representative Leman  
 Requestor: House Transportation COMPONENT SERIAL NO. 

5	0	2
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**EXPENDITURES/REVENUES: (Thousands of Dollars) (inflation not included)**

OPERATING	FY 93	FY 94	FY 95	FY 96	FY 97	FY 98
PERSONAL SERVICES						
TRAVEL						
CONTRACTUAL						
SUPPLIES						
EQUIPMENT						
LAND & STRUCTURES						
GRANTS, CLAIMS						
MISCELLANEOUS						
<b>TOTAL OPERATING</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

CAPITAL	-0-	-0-	-0-	-0-	-0-	-0-
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REVENUE FUND SOURCE:	-0-	-0-	-0-	-0-	-0-	-0-
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**FUNDING: (Thousands of Dollars)**

GENERAL FUND						
FEDERAL FUNDS						
OTHER FUND SOURCE:						
<b>TOTAL</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

**POSITIONS:**

FULL-TIME	0	0	0	0	0	0
PART-TIME	0	0	0	0	0	0
TEMPORARY	0	0	0	0	0	0

Estimate of current year impact: \_\_\_\_\_

**ANALYSIS: (Attach a separate page if necessary.)**

*JH*  
2/26/92

Prepared By: Juanita Hensley Phone: 465-4335  
 Division: Motor Vehicles Date: 2/26/92  
 Approved by Commissioner: *Richard L. Burton* Richard L. Burton  
 Agency: Department of Public Safety Date: 2/26/92



# REPRESENTATIVE LOREN LEMAN West Anchorage

3111 C Street Anchorage, AK 99503 561-7614 During Session: P.O. Box V Juneau, AK 99811 465-2095

## SPONSOR STATEMENT

DATE: February 13, 1992  
BY: Representative Loren Leman  
SUBJECT: HB 454: An Act Relating to the Transfer of  
Ownership of a Motor Vehicle

=====

HB 454 is designed to provide consumer protection and improve air quality for residents of Anchorage and Fairbanks.

This legislation will void the sale of motor vehicles in certain cases if the vehicle's pollution control system has been tampered with or removed. The language closely follows federal regulations regarding pollution control devices, but improves protection of the consumer.

Additionally, HB 454 will assist Anchorage and Fairbanks in meeting the federal Clean Air Act requirements for air quality. When a resident of these cities buys a car from a used car dealer, the dealer will be required to present a certificate of emission compliance or non-compliance.

The presence of emission inspection documents at the time of sale will help consumers living within I/M program areas to make educated decisions regarding the purchase of used vehicles. Used car businesses should be happy to document the proper performance of their autos.

Sale of non-compliance vehicles or "junk" cars for parts or restoration will not be prohibited. No increase in costs are expected for either the Municipality of Anchorage or City of Fairbanks as a result of HB 454.

I urge the passage of this legislation.



# Alaska State Legislature

## HOUSE OF REPRESENTATIVES

Official Business

### CONSTITUENT REQUEST/RESPONSE

P.O. Box V  
State Capitol  
Juneau, Alaska 99811

Initial Contact: KIP  
Assigned to: KIP

PRECINCT: \_\_\_\_\_

DATE: 2/5/92  
TIME: 10:09

NAME: JOHN & JASON HOKER  
ADDRESS: 7800 DEBARR RD  
PHONE: 337-3463

\*\*\*\*\*

REQUEST: Jason Hoker purchased auto from individual who represented that it would easily pass I/M. Auto failed after purchase. Jason discovered that different engine had been installed w/o catalytic converter and other pollution control

\*\*\*\*\*

RESPONSE:

devices. Repairs to meet I/M would cost over \$1000. Jason will have to sell car at substantial loss outside of I/M program area.

\*\*\*\*\*

INSTRUCTIONS: Contact if HB454 is heard.

May 6, 1991

TO WHOM IT MAY CONCERN:

Emissions Conflict on '87 Escort

1. Purchased as used vehicle from Anchorage Chrysler, 2601 East 5th Ave, Anchorage. September 18, 1990 along with extended warrenty contract #05618486 for 2 years.
2. License <sup>due to be</sup> renewed February 1, 1991 when emissions test was also due. Went to Y. & B Texaco 3304 Spenard Road about 12/19/90 to have headlight replaced and IM test. I.M. test for Municipality of Anchorage did not pass.
3. Made appointment with city referee to have car checked about 12/23/90. While at the referee, they told me that this Escort qualified for a recall and gave me copy of letter dated July 1989 from Dearborn Michigan on Emissions Recall 89E78 which should have gone to the previous owner or original owner. Referee also suggested I check previous emissions record with Department of Motor Vehicles, which I did next.
4. Motor Vehicles said the car passed emissions according to their records which seems strange to me since it was 2/90 after the letter and yet I had such detailed problems and experiences one year later.
5. Since car was purchased from Chrysler and I felt it their responsibility I took it to them 1/4/91. They sent me to a Ford Garage so I chose Worthington Ford, 1950 Gambell Street, Anchorage and thence work was Chrysler's problem, done by Ford.
6. From then on two service managers were involved: P. C. Gray (Asst. Service Manager with Chrysler) and Ray (Service man with Ford). When work was finally finished after day after day more parts needed replacing I was told some things were not covered by Chrysler warrenty and Ford recall amounting to \$110 and since I was a senior citizen I owed \$99.00 which I paid and took the car to the umpire again, where it passed.
7. However, two months later, April 5, 1991, I received a bill for \$299.54 balance on repair order #78371, completely by surprise.
8. I am now told by Dennis Stanley, Asst. Service Manager at Worthington Ford that Ray is no longer employed by them as of about the time this bill was made out, whether related or not I do not know.
9. P. C. Gray at Chrysler told me of his involvement with Ray and I enclose a photostat of the hassel he had getting approval and contact with Ray via phone calls, etc. and suggested I contact Nancy Dahle with Ford which I have not done, because everyone has an excuse of one kind or another.
10. I am transferring this to Better Business Bureau and possibly to Small claims Court to resolve the \$299.54 controVersy. Also I am told that a bill is currently in the legislature to require used car dealers to prove with a live polutions test before sale of any vehicle. AMEN!

*extended warrenty enclosed*

*Recall enclosed*

*3 CHRYSLER #49707 enclosed*

*all Ford #77961 #51343 #78371 with attachments bill enclosed*

*#9a card enclosed*

*#9x card enclosed*

*3 home record enclosed*

*4 copies #77961 enclosed*

ADDED ELEMENT PLEASE NOTE: Worthington work order 1/15/91 #77961 instructions were to do IM work first which was not done. I paid them \$162.00 to take car apart (no further work done yet) and then towed it to Chrysler since Head

Gasket was covered under warranty, but only if done by them. After head-gasket replaced then returned to Ford for IM work which went on and on and ~~on~~ until 2/29 when I picked it up and paid \$99.00.



Emerson C. Sortore  
1021 Potlatch Circle  
Anchorage, AK. 99503  
(907) 274-6056

Retired Anchorage  
Principal  
North Star  
Church

#1a

## 24/24 USED VEHICLE PLAN PROVISIONS WITH HIGH TECH

81-770-7655 (10/89)

005811

320 / U603

ISSUED TO:

8911371

SERVICE CONTRACT #05618486

09260

E. C. SORTORE  
1021 POTLATCH CIR.  
ANCHORAGE AK 99503

VEHICLE IDENTIFICATION NUMBER:  
2FABP2197HB127180  
EFFECTIVE: 09/18/90 OR 60,663 MI  
EXPIRES: 09/18/92 OR 84,663 MI

SELLING DEALER: 72 64793

DEFINITIONS: The following are key words which are included in these Provisions which have particular meaning:

\*you, your - Means "you" the Plan purchaser \*Plan - Means this "24/24 Used Vehicle Plan" which is a Service Contract  
\*we, us, our - Means "Chrysler Motors" \*Dealer - Means "Authorized Chrysler Service Contract Dealer"

**A SERVICE CONTRACT:** This Plan protects you against major repair bills should a component covered by the Plan fail in normal use. This Plan is a service contract between you and the selling Dealer. The Dealers are insured to the extent of their obligation under the provisions this Plan by Chrysler Insurance Company Policy #85-04-01. Chrysler Service Contracts will administer the provisions of the Plan for the Dealer.

In the event of covered component failure, if the Dealer fails to repair or replace the component within 60 days, you are entitled to make a claim in writing directly to Chrysler Insurance Company, 27777 Franklin Road, Southfield, Michigan 48034.

**IMPORTANT!** The maximum reimbursable amount should a covered component fail will be THE TOTAL COST OF THE REPAIRS LESS THE DEDUCTIBLE OR, IF LESS, THE CASH VALUE OF THE VEHICLE!

**ELIGIBLE VEHICLES:** All current model year and six (6) immediately preceding model year vehicles specified by us with no more than 100,000 miles of service, except for the following, are eligible for the Plan.

**IMPORTANT!** The following vehicles are not eligible for a Chrysler Service Contract: vehicles placed in taxi, limousine or livery service (except vehicles placed in van pool service); vehicles used for hire, emergency service, ambulance, towing and police service; vehicles placed in postal or dump truck service or severe off-road use; vehicles converted from two to four-wheel drive; vehicles equipped with a diesel engine (except Chrysler); vehicles with a gross weight (G.V.W.) of over 14,000 pounds.

### WHEN PLAN COVERAGE STARTS AND ENDS:

Plan coverage starts on the date you purchase the Plan and includes parts and labor expense, less deductible.

Plan coverage expires 24 months from the date you purchased the Plan or when you have driven the vehicle 24,000 miles (whichever occurs first).

If you sell the vehicle, unexpired Plan coverage remains with the vehicle, provided the Plan has not been canceled.

**\$50 DEDUCTIBLE:** You pay only the first \$50 of the total cost of covered component repairs performed during each repair visit.

**CAR RENTAL ALLOWANCE (OVERNIGHT REPAIRS):** The Plan will pay up to \$20 per day (5 days maximum) for a rental car anytime a component covered by this Plan fails and repairs take overnight.

The Plan will not pay rental charges for a vehicle that is awaiting service or parts unless the vehicle is inoperable, due to a covered component failure, or continued operation would cause further damage.

The rental car must be obtained from a Dealer or from a licensed rental agency. Rental charges in excess of the amount allowed by the Plan are your responsibility.

**TOWING ALLOWANCE:** The Plan will pay up to \$25 for towing anytime a component covered by the Plan fails, causing the vehicle to be towed. Towing charges in excess of the amount allowed by the Plan are your responsibility.

**PLAN PROVISIONS:** These are your Plan Provisions. You must present these Plan Provisions to the servicing dealer when requesting Plan service. They will describe the Plan you purchased and identify your vehicle as being eligible for Plan service.

The issuance of Plan Provisions by us shall not be deemed as a waiver of our right, or considered a restriction of our right to refuse to pay for service and/or to cancel the Plan should it subsequently be discovered that the vehicle for which the Plan was purchased was not eligible for Plan coverage.

**OBTAINING PLAN SERVICE:** Plan service will be provided by the Dealer who sold you the Plan, at his place of business, using new or authorized remanufactured parts. In the event you cannot return to the selling Dealer for service, you may request Plan service from any Dealer in the United States or Canada.

**IMPORTANT!** Plan Service obtained from other than a Dealer is not reimbursable unless authorized by us before the service is performed.

**YOUR RESPONSIBILITY AND WHAT IS NOT COVERED BY THE PLAN:** Your responsibility is to properly operate, care for and maintain the vehicle as prescribed in the owner literature supplied by the manufacturer. You should retain all maintenance receipts to avoid any misunderstanding as to whether or not the maintenance services were performed as required.

The Plan will not cover:

1. Repairs of covered components required as a result of the failure of a non-covered component;
2. Repair or replacement of any component covered by the manufacturer's new vehicle warranty or recall policies after the new vehicle warranty expires;
3. Repairs required as a result of other than a manufacturing defect (such as a design defect or normal wear);
4. Repair of valves and/or rings to correct low compression and/or oil consumption. Low compression and/or oil consumption are considered normal wear and are not covered;
5. Plan service obtained from other than a Dealer unless authorization is first received from us;
6. Repairs required as a result of use of other than the vehicle manufacturer's parts (or their equivalent) during the term of the Plan;
7. Repairs to any vehicle where the odometer reading (mileage) has been stopped or altered and the vehicle's actual mileage cannot be readily determined;
8. Maintenance services and the parts used in connection with such services such as engine oil, lubricants, filters, spark plugs, ignition cables, distributor cap or rotor, P.C.V. valve, suspension, alignment and wheel balancing;

9. Repairs required as a result of: (a) failure to properly care for or maintain the vehicle; (b) fire, accident, abuse, negligence or Act of God; (c) failure to properly operate the vehicle (including modifications not approved by the manufacturer); (d) using the vehicle for competitive speed events such as races or acceleration trials; (e) pulling a trailer that exceeds the rated capacity of the vehicle or failure to adhere to the requirements for vehicles used to pull a trailer as outlined in the owner literature supplied by the manufacturer;
10. Bodily injury or property damage arising or allegedly arising out of a defect in the design, manufacture, materials or workmanship of a covered component;
11. Repairs to vehicles registered or operated outside the United States, Washington D.C., and Canada;
12. Loss of use of the vehicle, loss of time, inconvenience, commercial loss or consequential damages.

**COVERED COMPONENTS:** The items listed below are covered by the Plan. Items not listed are not covered unless required as a direct result of the failure of a covered component.

**ENGINE:** Cylinder Block and all Internal Parts; Cylinder Head Assemblies; Timing Case, Chain, Gears, Belt and Sprockets; Harmonic Balancer; Oil Pump; Mechanical Fuel Pump; Water Pump; Intake and Exhaust Manifolds; Core Plugs; Valve Covers; Oil Pan; Turbocharger Housing and all Internal Parts, Turbocharger Wastegate Actuator; Seals and Gaskets.

**TRANSMISSION:** Transmission Case and all Internal Parts; Torque Converter; Drive Plate; Flex Plate; Flywheel; Starter Ring Gear; Bell Housing; Oil Pan; Seals and Gaskets. *Clutch Parts are not covered at anytime.*

**FRONT-WHEEL DRIVE:** Transaxle Case and all Internal Parts; Drive Shaft and Axle Shaft Assemblies and their Housings; Constant Velocity Joints and Boots; Oil Pan; Differential Cover; Front Wheel Bearings; Seals and Gaskets. *Clutch Parts are not covered at anytime.*

**REAR-WHEEL DRIVE:** Rear Axle Housing and all Internal Parts; Axle Shafts, Axle Shaft Bearings; Drive Shaft Assemblies, Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets.

**FOUR-WHEEL DRIVE (4 X 4):** Transfer Case and all Internal Parts; Front and Rear Axle Assemblies; Axle Shafts; Constant Velocity Joints; Boots; Drive Shaft Assemblies; Drive Shaft Center Bearings; Universal Joints and Yokes; Seals and Gaskets.

**STEERING:** Steering Gear Housing and all Internal Parts; Power Steering Gear; Power Steering Pump; Steering Column Shafts and Coupling; Rack and Pinion Assembly; Seals and Gaskets.

**BRAKES:** Master Cylinder; Assist Booster; Wheel Cylinders; Disc Brake Callipers and Pistons; Hydraulic Lines, Fittings and Seals; Proportioning Valve. *Brake Pads, Shoes, Rotors and Drums are not covered at anytime.*

**AIR CONDITIONING:** (Factory or manufacturer-authorized installations only) Compressor; Condenser; Evaporator Core; Clutch and Coil; Compressor Gaskets and Seals.

**ELECTRICAL:** Starter Motor and Solenoid; Alternator; Voltage Regulator; Windshield Wiper Motor; Rear Wiper Motor; Wiring Harnesses; Manually Operated Electric Switches.

**FRONT SUSPENSION:** MacPherson Struts; Strut Mounting Plates, Bushings and Bearings; Upper and Lower Control Arms; Control Arm Shafts; Control Arm Bushings; Upper and Lower Ball Joints.

**HIGH TECH PACKAGE:** A/C Instrument Panel Control Assembly; A/C Power Module; A/C Receiver-Dryer; A/C Heater Blower Motor; Air Conditioning Expansion Valve; Electronic Instrument Cluster; Trip Computer; Message Center; Voice Alert; Amp/Voltmeter Gauge; Fuel Gauge; Temperature Gauge; Tachometer; Oil Pressure Gauge; Electronic Traveler Assembly; Turbo Gauge; Electric Speedometer; Rear Window Defroster; Power Window Motors; Power Antenna; Power Seat Motor; Power Door Locks; Power Sun Roof Motor; Convertible Top Motor; Electric Mirror Motor & Controls; Cruise Control Servo; Radiator; Cooling Fan Motor; Cooling Fan & Clutch; Distributor; Ignition Coil; Single Module Engine Controller (SMC); Electric Fuel Pump; Fuel Tank & Lines; Electronic Fuel Injection System (excluding injectors).

**CANCELLATION POLICY:** The Plan is non-cancelable.

WE RESERVE THE RIGHT TO CANCEL THE PLAN AFTER ISSUANCE SHOULD IT BE DISCOVERED THAT THE VEHICLE IS NOT ELIGIBLE FOR PLAN COVERAGE. If we cancel the Plan your refund will be based on the full amount you paid the Dealer for the Plan.

#2a



J P King  
Manager  
Parts and Service Engineering  
Ford Parts and Service Division

Ford Motor Company  
3000 Schaefer Road  
P C Box 1902  
Dearborn, Michigan 48121

July, 1989

Dear Owner:

REASON FOR  
THIS LETTER

Ford Motor Company is voluntarily recalling some 1985, 1986 and 1987-model cars equipped with certain 1.9, 2.3 or 2.5 liter engines, (Emissions Recall 89E78). Our records show that you own one of these cars. Your car's engine may be releasing air pollutants which exceed Federal or California standards.

WHAT YOU  
SHOULD DO

Please telephone your Ford or Lincoln-Mercury dealer to arrange for this recall service.

WHAT THE  
DEALER  
WILL DO

The dealer will inspect and, if necessary, replace the engine fuel injector at no charge to you. In addition, it may be necessary for the dealer to replace other emission control system components. This also will be done at no charge and will depend on the design of the emission control system. This service should have little or no effect on your car except to reduce the air pollutants released by the emission control system. The time required for this service is less than three hours.

WHY SERVICE  
SHOULD BE  
DONE

If you do not have this service done, your emission warranty may be reduced. Also, your car may not pass emissions or smog tests that may be required in your area.

ASK YOUR  
DEALER

When you call your dealer for this service, ask for a computer check on the "CARES" or the "OASIS" systems to see if your car needs other recall work. If it does, the dealer can tell you about the required service.

FORM  
ENCLOSED

Your car's identification number is shown on the enclosed form. Please detach the postcard on the cover sheet of the form. Complete any of the sections that may apply to you and mail the postcard to us. Please give the rest of the form to your dealer at the time of service. If you lose the form, the dealer will still service your car at no charge to you.

ASSISTANCE


If the dealer cannot answer any questions you have regarding this recall service, you may contact the nearest Ford Parts and Service Division District Office whose address is shown in your Owner Guide.

FZ 2-

-2-

We regret any inconvenience this recall may cause you. We are doing this so that you will be satisfied with your car. We urge you to have your car serviced promptly to maintain full coverage under the emission warranties.

Sincerely,



J. P. King  
Manager  
Parts and Service Engineering .

Enclosure  
89E78

# ANCHORAGE CHRYSLER CENTER INC.

2601 E. 5TH AVE. ANCHORAGE, AK. 99501

"MOTOR VEHICLE REPAIR TRADE PRACTICES ARE REGULATED BY ALASKA STATUTES 45.45.130 - 45.45.240 ADMINISTERED BY THE CONSUMER PROTECTION SECTION, ALASKA DEPARTMENT OF LAW."

I hereby authorize the repair work to be done along with the necessary material, and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. Dealer not responsible for unavailability of parts or delays in parts shipments beyond dealers control.

TEL.  
907-  
276-  
1331

DATE	1/4/91		CAR NO.	44-31111	
PRELIMINARY ESTIMATE		PARTS	LABOR	TOTAL	
		1	1	15.45	
PHONE ESTIMATE FOR AUTHORIZED ADDITIONS					
					TALKED TO
					BY
PARTS & LABOR		TIME CALLED		REPAIRS TO DO	

ALL PARTS ARE NEW EXCEPT AS NOTED

OPMT	MECH.	INSTRUCTION	AMOUNT	OPERATION AND AMOUNT	MECH NO.
		44 Vehicle Failed TM			
		Check for leaks. See Note on dash			
		Wash Radiator - <del>Wash</del> Component Wash			
		Vehicle needs to go to a Ford Repair			
		and failed repair			

TOTAL PARTS

P.O. NO. SUBLET REPAIRS

GAS OIL-GREASE  
GALS. GAS @

QTS. OIL @

LBS. GREASE @

AUTO. TRANS. FLUID @

TOTAL GAS, OIL & GREASE

49707

CLAIM No.

CUST. No.

SERVICE ADVISOR

INTERNAL SALES

PARTS & ACCESSORIES & SERVICE SALES

ACCT. NO.	AMOUNT	K	ACCT. NO.	AMOUNT	K	DESC.	ACCT. NO.	AMOUNT	K	DESC.
344B			553A			LABOR MECH.	550A			
344D			554A							
130A			556A			SUBLET	556A			
			558A			GAS, OIL & LUBRICANTS	558A			
			575A							
						PARTS & ACCESSORIES	570A			
						TYOCE	130A			
						SHOP SUPPLIES	344F			
						FREIGHT	355			

WE RECOMMEND THE FOLLOWING SERVICES

DATE	1/4/91		VEH. CTL. NO.			R.O. NO.		
NAME Emerson Sooties								
ADDRESS 1021 Red Latch Circle								
CITY/STATE			ANCH AK			ZIP CODE 99503		
PHONE-BUS	RES.	DELIVERY DATE		DELIVERY MILES				
	274-6056							
VEHICLE IDENT. NO.			CUSTOMER NO.			ACTUAL MILES		
F1BP2197HBM2718A			7180			65754		
MODEL/DESC.	TIME REC'D.	TIME PROM.	SVP. NO.	WARRANTY CLAIM NO.				
750001	7:30	3:00	7					

77961

**CAL WORTHINGTON FORD**  
 1950 GAMBELL  
 ANCHORAGE, ALASKA 99501-5398  
 278-5300

DATE	MILEAGE	SERV. ADV.
	HR 242	85 RAE
PRELIMINARY ESTIMATE		
PARTS	LABOR	TOTAL
PHONE ESTIMATE FOR AUTHORIZED		
CONDITIONS		
TIME CALLED		
PARTS & LABOR REPAIRS TO DO		
WARRANTY CLAIM NO.		

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE  
 IF SHOP LABOR IS CHARGED FOR MISCELLANEOUS SHOP LIES, MAXIMUM CHARGE \$5.00  
 I authorize you to perform the below repairs and furnish the necessary materials should any cost incurred hereafter in an estimate only. You will not be responsible for damage to vehicle or articles left in it. I agree to pay reasonable increase on labor more than 48 hrs after notification that repairs are completed. SUBJECT CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. PLEASE READ THE SIDE OF THIS ORDER IS HEREBY ACKNOWLEDGED.  
 OR VEHICLE REPAIR TRADE PRACTICES ARE REGULATED ASKA STATUTES 45, 45, 130 - 45, 45, 240 ADMINISTERED BY CONSUMER PROTECTION SECTION, ALASKA DEPARTMENT OF...

NAME: Emerson Sartore  
 ADDRESS: 1021 Potlatch Cir  
 CITY/STATE: ANCH AK ZIP: 99507  
 TIME REC'D: AM PM TIME PROMISED: AM PM VEHICLE IDENTIFICATION NO.: WARRANTY CLAIM NO.:

AUTHORIZED REPRESENTATIVE  
 ALL PARTS ARE NEW EXCEPT AS NOTED.

PART NO. AND DESCRIPTION	AMOUNT	MECH. NO.	INSTRUCTIONS	AMOUNT	FL. RT. HRS.	OPERATION AND AMOUNT	MECH. NO.
#4			Head Gasket Leaking	162.00	3.0	✓ \$	
(Repair To Pass In ADV WEST FIRST)							
						1	OIL CHANGE
						2	OIL FILTER CHANGE
						3	LUBRICATION
						4	EMISSION CHK
						5	ALIGNMENT
						6	WHEEL BALANCE
						7	CARBURETION
						8	SCOPE ENGINE
						9	WHEEL BEARINGS
						10	VEH-PRP. NEW
						11	VEH. PRP. USED
						12	STEERING
						13	ELECTRICAL CHK
						14	TIRE ROTATION
						15	SUBLET REPAIRS
							TUNE UP

R.O. NO.	77961	CUST. NO.		MILE-AGE		SERV. ADV.	
INTERNAL SALES				PARTS AND SERVICE SALES			
COST	KEY	ACCT. NO.	SALE	KEY	COST	KEY	ACCT. NO.
		C 5730					C 5710
		C 573					C 5810
		C 5470					C 5430
		C 547					C 5500
		C 5750					C 5750
		C 5850					C 5810
		C 5780					C 5780
		C					C 7770
		C					C 7675
		PRE-DELIVERY	7:030				C
		FREE SERVICE NEW	7:050				C
		MAINT. & POLICY USED	7:230				
		SERVICE POLICY ADJ.	7:750				1:120
		U.C. RECON	4:701				1:0150

"WE ARE NOT RESPONSIBLE FOR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE OR THEFT."

HELP US IMPROVE OUR SERVICE

51343

AM CODE(S)  
AIR 1  
7E78  
AIR 2  
AIR 3

AUTHORIZED SIGNATURE AND DATE  
APPROVAL CODE OR NO.  
COMMITMENT CODE

SERVICE ADVISOR NO. (PART 1)  
47199

LICENSE NO. CHR388

YEAR 87

MODEL OR NAME ESC.

TIME RCVD:  
TIME FROM:  
PHONE NUMBER 3382  
704-6058

SERVICE TAG NO.

OWNER NAME  
Emerson Sortore

ADDRESS  
1021 Potlatch Cir.  
ANCH AK

CITY & STATE  
ZIP CODE

VEHICLE IDENTIFICATION (VIN) NUMBER  
2FABP21974B127186

COLOR  
DISC  
TRIM  
PROD. DATE  
AXLE  
TRANS.

CROSS REFERENCE TO

74541 02619-R  
SEAT 74

CAL WORTHINGTON FORD  
1987 GAMBELL  
ANCHORAGE AK 99501

STAPLE ATTACHMENTS HERE

DATE AND MILEAGE AT TIME OF VEHICLE RECEIPT

DATE	MILEAGE (NO TENTHS)

DATE AND MILEAGE AT TIME OF VEHICLE RELEASE

DATE	MILEAGE (NO TENTHS)

DATE OF SALE  
MILEAGE (NO TENTHS)  
DATE OF REPAIR  
DATE INSTALLED  
ACCUED MILEAGE  
ORIGINAL I.O. NUMBER

MO. DAY YR. 6/22/81

MO. DAY YR. NO TENTHS

PREFIX	PART NUMBERS		QTY.	PARTS		CONDITION CODE	LABOR OPERATION NO.	BCHD TIME	AMOUNT	CUSTOMER DESCRIPTION OF CONCERN REPAIR DESCRIPTION - TECHNICIAN COMMENTS	TECH. NO (LAST 4 SOCIAL SECURITY)
	BASIC	SUFFIX		EACH	AMOUNT						
7E78	91543	B	1							CONCERN 87 E78 UNACCEPTABLE EMISSION LEVELS COMMENTS Inspect + Replanned engine Adj. idle + AFT Linkage Kit Code 10"	
	1						771				
	2									CONCERN	
										COMMENTS	
	3									CONCERN	
										COMMENTS	

DESCRIPTION	ACCOUNT NUMBER	CLASS NUMBER	7CTL	7SWR	ACCOUNT NUMBER	AMOUNT	%	COST
ORD RECEIVABLE W & P CLAIMS 1140 RECEIVABLE EXT SERV PL 1185	11	+			5800		%	
SVC. LABOR-ESP	5710	-			5830		%	
SVC. LABOR W & P	5720	-			5520		%	
SVC. PARTS ESP	5440	-			5850		%	
SVC. PARTS W & P	5460	-			2150		%	
SVC. SUBLET	5750	-						

78371

**CAL WORTHINGTON FORD**  
 1950 GAMBELL  
 ANCHORAGE, ALASKA 99501-5398  
 278-5300

**TERMS: STRICTLY CASH UNLESS ARRANGEMENTS MADE**  
 SHOP LABOR IS CHARGED FOR MISCELLANEOUS SHOP LIES, WIPERS, OIL, & FLUIDS  
 I authorize you to perform the below repairs and furnish the necessary materials. I understand any claim against the vehicle is an estimate only. You employees may be held responsible for any damage to the vehicle or articles left in it. I agree to pay reasonable storage fee for more than 30 days after notification that repairs are completed. SUBJECT TO CONDITIONS ON REVERSE SIDE OF THIS CONTRACT. PLEASE READ REVERSE SIDE.  
 THIS ORDER IS HEREBY ACKNOWLEDGED  
 [Signature]  
 FOR VEHICLE REPAIR TRADE PRACTICES ARE REGULATED BY ALASKA STATUTES 45.45.130 - 45.45.240 ADMINISTERED BY CONSUMER PROTECTION SECTION, ALASKA DEPARTMENT OF LAW.  
 with attachments  
 AUTHORIZED REPRESENTATIVE  
 ALL PARTS ARE NEW EXCEPT AS NOTED.

NAME: **Emerson Sartore**  
 ADDRESS: **1021 POTLATCH Cir**  
 CITY/STATE: **ANCH AK**  
 ZIP: **99501**  
 TIME REC'D: **AM** TIME PROMISED: **AM**  
 VEHICLE IDENTIFICATION NO.: **1R3R318011310211801**  
 WARRANTY CLAIM NO.: **1R3R318011310211801**

DATE: <b>11-23-87</b>	MILEAGE: <b>63581</b>	SERV. ADM. NO.: <b>85 KAY</b>	
PRELIMINARY ESTIMATE	PARTS	LABOR	TOTAL
DELIVERY MILEAGE: <b>0</b>	PHONE ESTIMATE FOR AUTHORIZED ADDITIONS: <b>Pat Sartore</b>		
MODEL: <b>ESC</b>	REPAIRS TO DO: <b>Key</b>		
PHONE NO.: <b>274-6056</b>	TIME CALLED: <b>11:10</b>		
LICENSE NO.: <b>AK 386</b>	PARTS & LABOR: <b>\$110</b>		
WARRANTY CLAIM NO.: <b>1R3R318011310211801</b>	TOTAL: <b>TOTAL</b>		

PART NO. AND DESCRIPTION	AMOUNT	MECH. NO.	INSTRUCTIONS	AMOUNT	HOURS	SKILL CODE	FLT. RT. HRS.	OPERATION AND AMOUNT	MECH. NO.
<b>1164231</b>	<b>28133</b>	<b>3</b>	<b>Repair For High Oil</b>					<b>\$</b>	
<b>1164301</b>	<b>1745</b>	<b>3</b>	<b>RTR (New) in engine</b>	<b>32</b>	<b>40</b>			<b>1</b>	<b>OIL CHANGE</b>
<b>105285</b>	<b>28037</b>	<b>3</b>	<b>PFF</b>	<b>32</b>	<b>40</b>			<b>2</b>	<b>OIL FILTER CHANGE</b>
<b>1164301</b>	<b>500</b>	<b>3</b>	<b>Wash - hose</b>	<b>81</b>	<b>00</b>			<b>3</b>	<b>LUBRICATION</b>
<b>1164301</b>	<b>500</b>	<b>3</b>	<b>(TPS)</b>	<b>48</b>	<b>00</b>			<b>4</b>	<b>EMISSION CHK</b>
<b>1164301</b>	<b>500</b>	<b>3</b>	<b>FEC Test</b>	<b>54</b>	<b>00</b>			<b>5</b>	<b>ALIGNMENT</b>
<b>1164301</b>	<b>500</b>	<b>3</b>	<b>Fuel line</b>	<b>59</b>	<b>40</b>			<b>6</b>	<b>WHEEL BALANCE</b>
<b>1164301</b>	<b>500</b>	<b>3</b>	<b>Wash - hose</b>	<b>37</b>	<b>80</b>			<b>7</b>	<b>CARBURETION</b>
<b>1164301</b>	<b>500</b>	<b>3</b>	<b>Wash - hose</b>	<b>54</b>	<b>00</b>		<b>W/C 5/11</b>	<b>8</b>	<b>SCOPE ENGINE</b>
<b>1164301</b>	<b>500</b>	<b>3</b>	<b>Wash - hose</b>	<b>39</b>	<b>40</b>			<b>9</b>	<b>WHEEL BEARINGS</b>

R.O. NO. **78371** CUST. NO. **11028** MILE-AGE **63581** SERV. ADV. **85 KAY**

INTERNAL SALES					PARTS AND SERVICE SALES				
COST	KEY	ACCT. NO.	SALE	KEY	COST	KEY	ACCT. NO.	SALE	KEY
		<b>5730</b>		-			<b>5700</b>	<b>259.14</b>	-
		<b>573</b>		-			<b>5810</b>		-
		<b>5470</b>		-			<b>5430</b>	<b>53.52</b>	-
		<b>547</b>		-			<b>5500</b>		-
		<b>5750</b>		-			<b>5750</b>		-
		<b>5850</b>		-			<b>5850</b>		-
		<b>5780</b>		-			<b>5780</b>		-
		<b>5780</b>		-			<b>7070</b>	<b>05</b>	-
		<b>5780</b>		-			<b>7671</b>	<b>50</b>	-
		<b>7030</b>		-			<b>1100</b>	<b>209.17</b>	-
		<b>7050</b>		+			<b>1120</b>	<b>236.12</b>	+
		<b>7230</b>		+			<b>1010</b>	<b>99.00</b>	+
		<b>7750</b>		+					
		<b>4701</b>		+					

REPLACEMENT PARTS REQUESTED BY CUSTOMER: **YES**  
 SUBLET: **500**  
 GAS OIL GREASE GALS. GAS @  
 QTS. OIL @  
 LBS. GREASE @  
 AUTO. TRANS. FLUID @  
 TOTAL GAS, OIL & GREASE

"WE ARE NOT RESPONSIBLE FOR ARTICLES LEFT IN VEHICLES IN CASE OF FIRE OR THEFT."

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#7

STATEMENT

# CAL WORTHINGTON FORD



1950 GAMBELL • PHONE (907) 276-5300  
ANCHORAGE, ALASKA 99501  
SALES • SERVICE • PARTS • ACCESSORIES



STATEMENT DATE APRIL 5, 1991

1028/1120

EMERSON SORTORE  
1021 POTLATCH CIRCLE  
ANCHORAGE, AK 99503

AMOUNT ENCLOSED \_\_\_\_\_

PLEASE RETURN THIS STUB WITH YOUR CHECK

TERMS DUE FIRST OF MONTH NO DISCOUNT FINANCE CHARGE AT 1 1/2% PER MONTH CHARGED ON PAST DUE BALANCES.

Your FINANCE CHARGE is computed by a single periodic rate of 1 1/2% per month (minimum charge of 25 cents) which is an ANNUAL PERCENTAGE RATE of 18%.

NOTICE: See reverse side for important information regarding identification of the charges appearing on this statement and important information regarding your right to dispute billing errors.

DATE	SOURCE	REFERENCE	CHARGES	PAYMENTS AND CREDITS	BALANCE
01/23/91	RO #	78371	\$299.54		
THE BALANCE ON REPAIR ORDER 78371					
FINANCE CHARGE					

ANALYSIS OF ACCOUNT

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	OVER 120 DAYS

PAY THIS AMOUNT

\$299.54

SEND INQUIRIES TO:

CAL WORTHINGTON FORD  
1950 GAMBELL  
ANCHORAGE, ALASKA 99501

NOTE:

TO AVOID ADDITIONAL FINANCE CHARGES PAY THE NEW BALANCE PRIOR TO THE 25TH DAY OF THE MONTH FOLLOWING STATEMENT DATE. YOUR FINANCE CHARGE WAS CALCULATED ON ALL BALANCES OVER 30 DAYS PAST DUE.

NEW BALANCE

Raymond + Reynolds LITHO IN U.S.A. 1186 L88508  
FORM VIM-338 (1185)

EC#	CONDITION	TECHNICIANS DETAILED EXPLANATION OF CAUSE AND CORRECTION
#4		
		TPS LABOR 4574.00 per hr.
		Auth im. 33.07 1.0
		MAP
		77.60 0.6
	1-24 7:14	Came Ray @ call's on for above items. Asked him to send me separate invoice w/ these items only. He told me vehicle also had a bad processor. I told him I would check w/ SEC if that is covered.
	2:56	Called SEC - per Kitty G. not covered in eng. comp.
	1-25 10:00 A.M.	Called Ray for info on processor. He said he'll call back.
	1-29	Called for Ray, as have not heard back from him. Was told he's not in today. Had rec'd FAX'd invoice from Ray on 1-25 which was not totalled and which included many repairs not covered by SEC, & not authorized by myself. Asked that Ray call me SAT.

TIME STAMPS - BEGIN APPLYING FROM TOP	TIME CLO
2-4-91 1 TIME STAMP	ON
Spill hadn't come from Ray, so called him. Asked him to send me completed invoice, as we discussed. He agreed.	OFF
2-21-91 3 TIME STAMP	ON
Still rec'd nothing. Called Ray him to make me photocopies of him I'd have them picked up.	OFF
4 TIME STAMP	OFF
He did so, & we picked up invoice. Found invoice still not separated, so I did call Ray to confirm that processor is in engine comp. & there were covered. I told Ray that in addition to the original repairs we were authorized, we would pay for the processor (\$269.24) & labor to install it (\$59.40).	ON
6 TIME STAMP	OFF
7 TIME STAMP	OFF
8 TIME STAMP	OFF
2-27-91 7:52 9 TIME STAMP	ON
Called Ray & asked again for separate invoice for above charges. He said he would write invoice & FAX to me.	ON
10 TIME STAMP	ON
2-28-91 11 TIME STAMP	ON
Came on Vacation. Spoke w/ Nancy Doble - she sent me corrected invoice.	OFF
12 TIME STAMP	ON
	OFF

#9



*Cal Worthington Ford*

1950 GAMBELL STREET  
ANCHORAGE, ALASKA 99501

WK. 276-5300

DENNIS STANLEY  
ASST. SERVICE MANAGER

Chrysler - Plymouth - Dodge



**P. C. GRAY**

Asst. Service Manager

ANCHORAGE CHRYSLER CENTER, INC.  
2601 East 5th Ave. Bus. Phone 276-1331  
Anchorage, AK 99501 Phone 264-2230

# CALIFORNIA VEHICLE CODE STATUTE

Div 112

- 677 -

§ 24007

through such agent or employee; any glass, lighting equipment, signal devices, brakes, vacuum or pressure-hose, muffler, exhaust, or any kind of equipment whatsoever for use, or with knowledge that any such equipment is intended for eventual use, in any vehicle, that is not in conformity with this code or regulations made thereunder.

Amended Ch. 226, Stats. 1961, Effective September 15, 1961.  
Amended Ch. 734, Stats. 1971, Operative May 3, 1972.

### *Uncertified Synthetic Rope or Webbing Strap Material*

24005.5. It is unlawful for any person to sell or offer for sale for use on loads regulated by the department any type of synthetic fiber rope or webbing strap material unless it meets requirements established by the department.

Added Ch. 466, Stats. 1978, Effective March 7, 1978.  
Amended Ch. 723, Stats. 1979, Effective January 1, 1980.

### *Name or Trademark*

24006. No person shall sell or offer for sale either separately or as a part of the equipment of a new motor vehicle any equipment or device subject to requirements established by the department unless the equipment or device bears thereon the trademark or name and type or model designation under requirements established by the department and is accompanied by any printed instructions which may be required by the department as to the light source to be used with lamps, any particular methods of mounting or adjustment of lamps or other devices, and any other instructions as determined by the department necessary for compliance with this code.

Amended Ch. 440, Stats. 1967, Effective June 30, 1967, by terms of an urgency clause.  
Amended Ch. 723, Stats. 1979, Effective January 1, 1980.

### *Responsibility of Dealer or Other Persons Selling Motor Vehicle*

24007. (a) (1) No dealer or person holding a retail seller's permit shall sell a new or used vehicle which is not in compliance with this code and departmental regulations adopted pursuant to this code, unless the vehicle is sold to another dealer, sold for the purpose of being legally wrecked or dismantled, or sold exclusively for off-highway use.

(2) Paragraph (1) does not apply to any vehicle sold by either (A) a dismantler after being reported for dismantling pursuant to Section 11520 or (B) a salvage pool after obtaining a salvage certificate pursuant to Section 11515.

(b) (1) Except as provided in Section 24007.5, no person shall sell, or offer or deliver for sale, to the ultimate purchaser or to any subsequent purchaser a new or used motor vehicle, as those terms are defined in Chapter 2 (commencing with Section 39010) of Part 1, of Division 26 of the Health and Safety Code, subject to Part 5 (commencing with Section 43000) of that Division 26 which is not in compliance with that Part 5 and the rules and regulations of the State Air Resources Board, unless the vehicle is sold to a dealer or sold for the purpose of being legally wrecked or dismantled.

(2) Prior to or at the time of delivery for sale, the seller shall provide the purchaser a valid certificate of compliance or certificate of noncompliance, as appropriate, issued in accordance with Section 44015 of the Health and Safety Code.

(3) Paragraphs (1) and (2) do not apply to any vehicle sold by either (A) a dismantler after being reported for dismantling pursuant to Section 11520 or (B) a salvage pool after obtaining a salvage certificate pursuant to Section 11515.

(c) (1) With each application for initial registration of a new motor vehicle or transfer of registration of a motor vehicle subject to Part 5 (commencing with Section 43000) of Division 26 of the Health and Safety Code, a dealer, the purchaser, or his or her authorized

representative, shall transmit to the Department of Motor Vehicles a valid certificate of compliance or noncompliance, as appropriate, issued in accordance with Section 44012 of the Health and Safety Code, to (2). Notwithstanding paragraph (1) of this subdivision, with respect to new vehicles certified pursuant to Chapter 2 (commencing with Section 43100) of Part 5 of Division 26 of the Health and Safety Code, a dealer may transmit, in lieu of a certificate of compliance, a statement, in a form and containing information deemed necessary and appropriate by the Director of Motor Vehicles and the Executive Officer of the State Air Resources Board, to attest to the vehicle's compliance with that Chapter 2. The statement shall be certified under penalty of perjury, and shall be signed by the dealer or the dealer's authorized representative.

Amended Ch. 2033, Stats. 1966, Effective September 17, 1966. Supersedes Ch. 2031.  
 Amended Ch. 82, Stats. 1968, Effective October 6, 1968.  
 Amended Ch. 394, Stats. 1967, Effective November 8, 1967.  
 Amended Ch. 764, Stats. 1968, Effective November 13, 1968.  
 Amended Ch. 756, Stats. 1970, Effective November 23, 1970.  
 Amended Ch. 1468, Stats. 1971, Operative May 3, 1972. Supersedes Ch. 667.  
 Amended Ch. 268, Stats. 1972, Effective March 7, 1973. Supersedes Ch. 99.  
 Amended Ch. 857, Stats. 1975, Effective January 1, 1976.  
 Amended Ch. 1206, Stats. 1976, Effective January 1, 1977.  
 Amended Ch. 1038, Stats. 1977, Effective September 23, 1977, by terms of an urgency clause.  
 Amended Ch. 248, Stats. 1984, Effective January 1, 1985.  
 Amended Ch. 1091, Stats. 1987, Effective January 1, 1988.  
 Amended Ch. 1344, Stats. 1988, Effective January 1, 1989. Supersedes Ch. 1268.  
 Amended Ch. 1012, Stats. 1990, Effective January 1, 1991.  
 The 1990 amendment added the italicized material and at the point (a) indicated deleted the following:  
 "either"  
 "that"

**NO. Devices: Free Installation for Low-Income Elderly Persons:**

24007.2. If a dealer, or a person holding a retail seller's permit, sells to an elderly low-income person, as defined in Section 30026.3 of the Health and Safety Code, a 1956 through 1970 model year motor vehicle which is not equipped, as required pursuant to Sections 43654 and 43656 of that code, with a certified device to control its exhaust emission of oxides of nitrogen, the dealer or such person, as the case may be, shall install the required certified device on the motor vehicle without cost to the elderly low-income person.

Added Ch. 231, Stats. 1976, Effective January 1, 1977.

**Inspection of Vehicle Prior to Sale by Dealer**

24007.3

Added Ch. 1154, Stats. 1973, Effective January 1, 1974.

Amended Ch. 76, Stats. 1991, Effective January 1, 1992.

Repealed Ch. 1563, Stats. 1990, Effective January 1, 1991.

The repealed section read as follows:

No dealer or person holding a retail seller's permit shall sell a new or used motor vehicle subject to Chapter 20.4 (commencing with Section 9839.50) of Division 3 of the Business and Professions Code which has not been inspected within 60 days immediately prior to sale pursuant to subdivision (b) or (d) of Section 9839.55 of the Business and Professions Code, unless the vehicle is sold to another dealer or for the purpose of being wrecked or dismantled or is sold exclusively for off-highway use. The dealer or person holding the retail seller's permit shall, with each application for initial registration or transfer of registration of a motor vehicle subject to Chapter 20.4 (commencing with Section 9839.50) of Division 3 of the Business and Professions Code, transmit to the Department of Motor Vehicles a valid certificate of compliance or waiver issued pursuant to Section 5529.36 of the Business and Professions Code indicating that the vehicle has passed, within 60 days immediately prior to sale, the inspection conducted pursuant to subdivision (b) or (d) of Section 9839.55 of the Business and Professions Code.

**Sale by Auctioneer or Public Agency**

24007.5. (a) Except as otherwise provided in subdivisions (c), (d), and (e), no auctioneer or public agency shall sell, at public auction, any vehicle specified in subdivision (a) of Section 24007, which is not in compliance with this code, unless the vehicle is sold to a dealer or, for



# House Transportation Committee

DATE: 2/27/92

PLACE: Room 17

SUBJECT OF MEETING:

HB 454

HB 379

NAME	REPRESENTING	BUSINESS/PERSONAL MAILING ADDRESS	ZIP	(H) PHONE	(W) PHONE	DO YOU WANT TO TESTIFY?		WHAT SUBJECT/ WHICH BILL?
Juanita Hensley	DPS/DMV	PO Box <del>054</del> 20020	99802		465-4361	Y	N	Water - <sup>is</sup> questions
Steve Torok	US EPA	410 Willoughby Ave. Juneau	99801		586-7619	(Y)	N	HB 454
Sandra Wicks	DCRA			#	4750	(Y)*	N	HB 379 <sup>*</sup> if needed
Janice Adair	DEC				5010	Y	N	Both
Ron King	↓				?	Y	N	↓
						Y	N	
						Y	N	
						Y	N	
						Y	N	
						Y	N	
						Y	N	