



## ADMINISTRATOR'S OFFICE

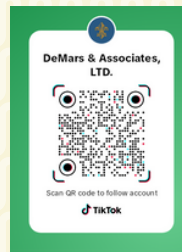


For additional information or an application, please contact:

CAP-Motors  
DeMars & Associates, Ltd.  
PO Box 1015 Hurst, TX 76053  
www.demarsassociates.com  
(800) 279-5343

Please contact us if you are an Armed Forces service member or have previously sold your vehicle.

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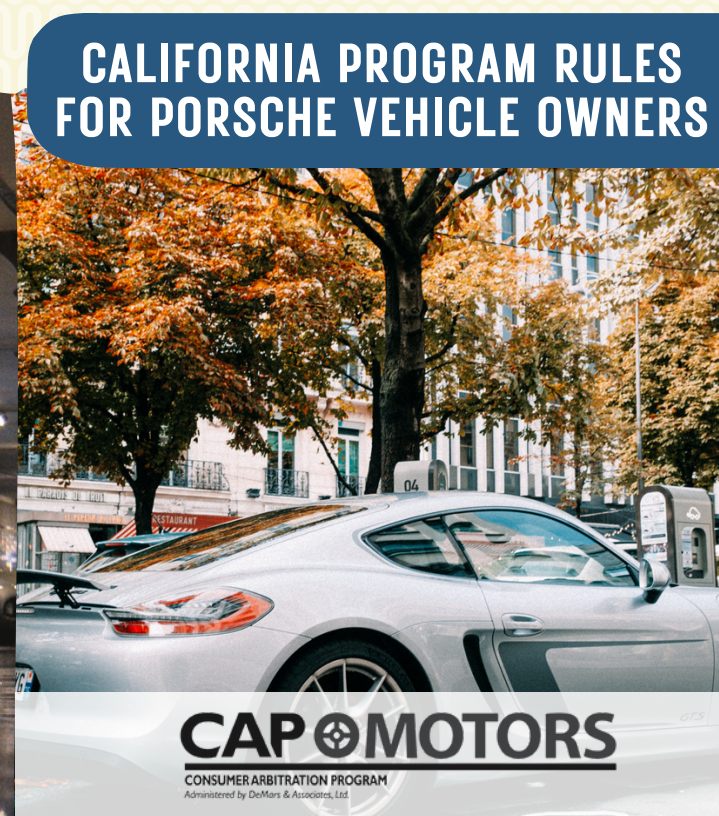
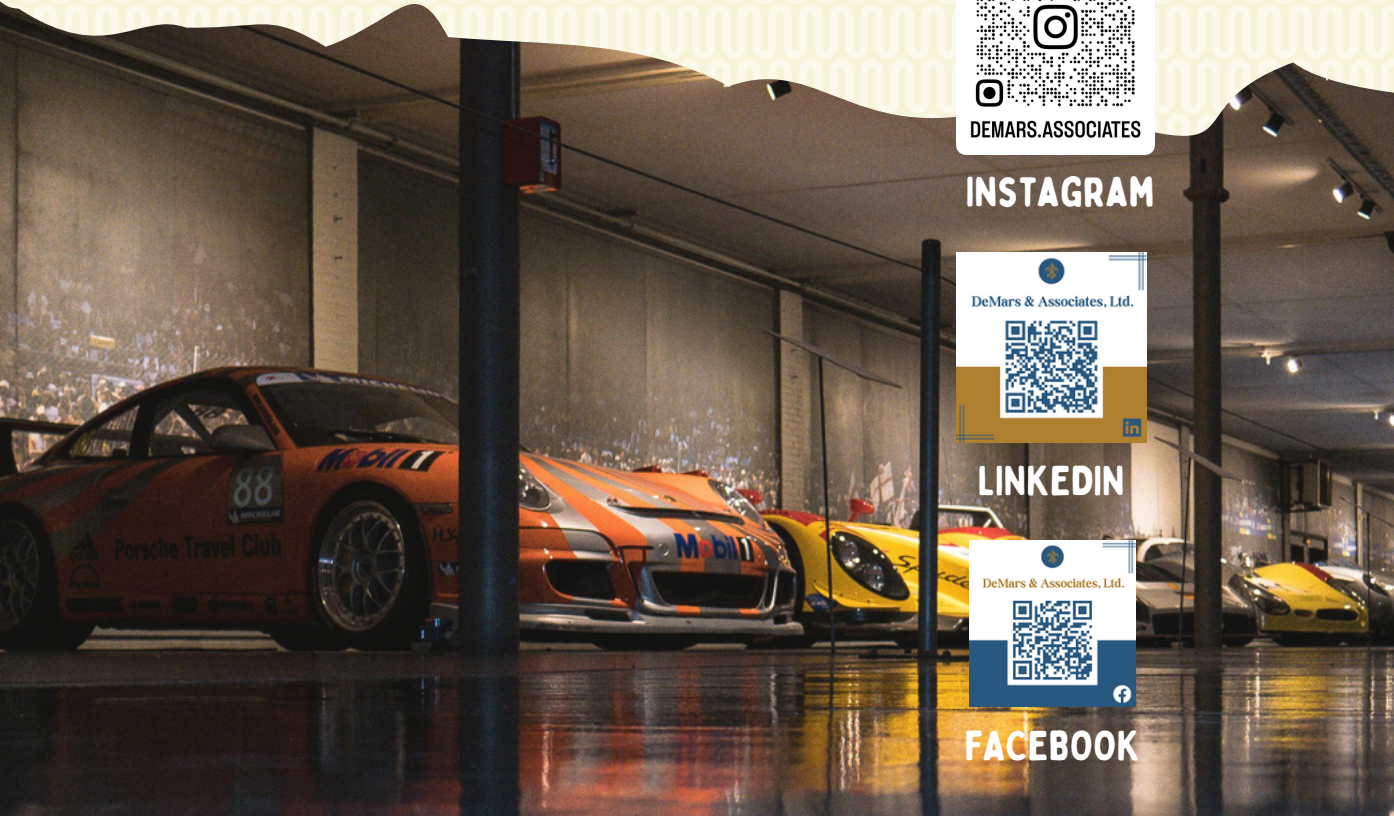
PORSCHE



## CAP MOTORS CONSUMER ARBITRATION PROGRAM FOR MOTOR VEHICLES



## CALIFORNIA PROGRAM RULES FOR PORSCHE VEHICLE OWNERS



# CAP MOTORS

CONSUMER ARBITRATION PROGRAM  
Administered by DeMars & Associates, Ltd.

# INTRODUCTION

This guide provides basic information about CAP-Motors, the Consumer Arbitration Program for Motor Vehicles ("Program"). CAP-Motors is a program for resolving disputes involving Porsche Cars North America ("Porsche") products under the Magnuson-Moss Warranty Act ("Magnuson-Moss Act") and the Song Beverly Consumer Warranty Act ("Lemon Law"). For more details on program operations, or an application, contact the Program Administrator, DeMars & Associates, Ltd. ("Administrator") at (800) 279-5343, press option 3 then 4 when prompted, or at [www.demarsassociates.com](http://www.demarsassociates.com).

The Program is free to qualifying Porsche owners, and all administrative fees, including the Arbitrator fees, are paid in advance by the involved manufacturer as required by law.

The Program makes every effort to resolve cases within 40 days of the date the application is received. The 40 day timeline may be extended for a few limited reasons.

A consumer is required to use this process before asking a court for the rights and remedies available under the California Civil Code Section 1793.22 ("Lemon Law Presumption"). Additional information regarding Lemon Law remedies and the offset for use may be found in "Lemon-Aid for Consumers" published by the California Department of Consumer Affairs. You may request a copy from DCA at 1-800-952-5210 or download one from the website [www.dca.ca.gov/acp](http://www.dca.ca.gov/acp). If you are dissatisfied with the arbitration decision or the manufacturer's intended actions or performance, legal remedies including small claims court may be pursued.

# ELIGIBILITY

The Program reviews warranty related concerns. To be eligible for the Program, vehicles must be covered by the New Car Limited Warranty, Certified Pre-Owned Warranty or Porsche Approved Limited Warranty when the application is received. Disputes regarding conditions not covered by the Lemon Law are not eligible for arbitration.

To obtain an application, contact your Porsche dealer, manufacturer or the Program Administrator at (800) 279-5343 press option 3 then 4 when prompted, or at [www.demarsassociates.com](http://www.demarsassociates.com).

The Administrator reviews the application to see if it meets the Program requirements. If the case does not meet eligibility requirements, the consumer will be notified in writing. If a consumer believes the ineligible determination was made in error, an arbitrator will consider a written request for appeal received within 30 days.

If the case is eligible, the consumer and manufacturer are notified in writing. A date is set for the arbitration hearing. Cases can be resolved through mediation or arbitration.

# MEDIATION

Mediation is a voluntary process in which parties to a dispute and a Mediator (a neutral person who is not part of the dispute) discuss possible solutions. The mediator cannot make a decision for the parties, but the Mediator can help the parties reach a satisfactory agreement. When a case is opened, if the parties agree to mediation, the Administrator will assign a mediator who will attempt to resolve the case prior to arbitration.

If you and the manufacturer come to a mutually agreeable settlement, you will be asked to sign a form that details the terms of the settlement so your arbitration case can be closed. The Administrator will verify compliance with the terms of the settlement within ten (10) days of the agreed upon completion date. If you do not reach an agreement, your participation in the mediation process will not affect the handling of your case or the decision by the arbitrator.

Please note: The mediation process is outside the scope of section 1793.22 (Tanner Act) of the Lemon Law. Therefore, the Arbitration Certification Program only has responsibility to oversee or regulate settlement compliance performance.

# ARBITRATION

In arbitration the parties agree to let an impartial person decide the case for them. The Arbitrator is not the same person who facilitated any settlement discussions through the Administrator for the case. Any decision of the Arbitrator is binding on the manufacturer once the consumer accepts that decision, and the manufacturer is required to act in good faith in carrying out the terms of the decision.

# REQUIRED FORMS

Once a case is deemed eligible, the parties are sent forms to complete. One form requests information about the vehicle and the repair history.

Another form requests information such as:

- (1) whether the party will be represented by an attorney
- (2) whether the consumer will be using an interpreter
- (3) any witnesses to be called by the party
- (4) the documents the parties want the Arbitrator to consider that have not already been submitted

# THE HEARING

Every effort is made to hold the hearing at a site reasonably convenient to the consumer. Arbitration hearings are open to the public as required by the Magnuson-Moss Act.

## Representation

Any party may be represented by an attorney, however the attorney's name, address and telephone number must be submitted to the Administrator at least ten (10) days prior to the hearing, and any attorney's fees are the responsibility of the party. All parties must be represented by persons who have authority to settle the dispute.

## Preparation for Arbitration Hearing

All parties should come to the hearing prepared to present testimony, documents and other evidence on all aspects of the dispute, including information related to the solution the consumer is requesting. The parties should bring copies of all documents they have submitted the Program and all documents they have received from the Program.

## The Vehicle

The consumer is encouraged to have the vehicle at the arbitration hearing if the vehicle is operable and can be safely driven to the hearing. The Arbitrator may inspect the consumer's vehicle if a party requests the inspection or if the Arbitrator feels it would be beneficial. Additionally, the Arbitrator may test-drive or ride in the vehicle. The parties must be present on such inspection or ride unless a party waives its right to be present on the record. The consumer must bring proof of current registration and insurance coverage on the vehicle to the hearing.

## Scope of Decision

The Arbitrator will render a fair decision based upon the information gathered by the Program and upon any information provided by the parties. In addition, the Arbitrator will take into account all legal and equitable factors, including but not limited to the written warranty, the provisions of the Lemon Law Presumption, program rules and any other appropriate equitable factors.

# THE HEARING, CONTD.

## Available Decisions

The Arbitrator may award the following:

- Refund of vehicle purchase price
- A replacement vehicle
- A further repair
- Reimbursement for incidental expenses
- No further action
- Extended Service Contracts to the Available Decisions

The Arbitrator is not authorized to award attorney's fees, consequential damages or lost wages.

## Time and Form of Decision

The Arbitrator will make a decision within ten (10) days of the date of the hearing. The decision is sent to the parties in writing and is signed by the Arbitrator. It includes a brief statement of the reasons for the decision. Customer has 30 days to accept or reject the decision rendered by the arbitrator.

## Reasonable Offset for Use

If the Arbitrator orders that the vehicle be replaced or repurchased, the consumer may be assessed a mileage charge for use of the vehicle. All parties will receive a Use Calculation Worksheet to reference during the mediation and/or arbitration to assist in determining a fair mileage charge. The worksheet is based upon the Lemon Law.

## Compliance with Arbitrator's Decision

If the decision is in favor of the consumer, the manufacturer must complete the terms of the decision within thirty (30) days of the date the consumer accepts the decision. Compliance occurs on the date the consumer receives the award specified in the decision. The Administrator will verify the manufacturer's performance of the arbitrated decision by contacting the consumer within ten (10) days of the deadline for performance. If the manufacturer fails to comply with a repair decision within the time required the consumer may reapply and have their case sent directly to arbitration.

A decision of the Arbitrator is binding on the manufacturer once it is accepted by the consumer. If the consumer rejects the decision, or the manufacturer fails to complete the terms of an accepted decision within the required time frame, the consumer may pursue other rights and remedies available under state or federal law. The Arbitrator's decision may be introduced into evidence by any party in subsequent legal proceedings.

