



SamTrans Board of Directors
Meeting September 2, 2026

Correspondence as of August 28, 2026

Subject

1. Letter of Support for Funding Request for the Union City Facility Upgrade Project
2. Wang v. PCJPB – Small Claims Documents, Case No. 26SC099008
3. Re: 292 and 397 lines not stopping and picking up passengers – *Staff Response*
4. Letter of Support for Assembly Bill (AB) 1944 (Lee) Zero-Emission Transit Buses: Axle Weights – REQUEST FOR SIGNATURE
5. Letter of Support for Assembly Bill (AB) 1941 (González): Organized Metal Theft – REQUEST FOR SIGNATURE
6. Letter of Support for Senate Bill (SB) 741 (Blakespear) LCTOP Reform
7. Notice of Preparation - Draft EIR for Elevate San Bruno



BOARD OF DIRECTORS 2026

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APRIL CHAN
GENERAL MANAGER/CEO

August 21, 2026

Alameda County Transportation Commission
1111 Broadway, Suite 800
Oakland, CA 94607

RE: Support for Funding Request for the Union City Facility Upgrade Project

Dear Review Committee,

On behalf of the San Mateo County Transit District (SamTrans), I am writing to express support for Union City Transit's application to the Alameda County Transportation Commission's 2028 Comprehensive Investment Plan Call for Projects. Union City Transit is seeking \$2.587 million toward the \$3.7 million UC Transit Facility Upgrade Project, which will replace and modernize the existing transit operations modular building that supports both Union City Transit's local services and the regionally important Dumbarton Express.

SamTrans recognizes the importance of reliable transit connections between the East Bay and the Peninsula. The project would replace the approximately 25-year-old modular building with a modernized facility that is 50% larger, supporting the operations needed to maintain Dumbarton Express service. The service provides an important east-west connection between the Peninsula, the East Bay and BART at Union City Station. The project also complements SamTrans' Reimagine Dumbarton project, which is evaluating future transit improvements along the Dumbarton Corridor in San Mateo County, including zero-emission bus service and stronger regional connections.

Thank you for your consideration of this project. Please contact Government and Community Affairs Director, Jessica Epstein, at epsteinj@samtrans.com if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Joshua Mello", with a stylized flourish at the end.

Joshuah Mello
Chief Planning Officer

CC: San Mateo County Transit District Board of Directors

SAN MATEO COUNTY TRANSIT DISTRICT
166 N. Rollins Road, Millbrae, CA 94030
(650) 508-6200

From: [Stephen Irwin](#)
To: [Marshall Rush](#); [Margaret Tseng](#); [Board \(@samtrans.com\)](#)
Subject: Wang v. PCJPB – Small Claims Documents, Case No. 26SC099008
Date: Saturday, August 22, 2026 1:06:17 AM
Attachments: [1-Small Claim Form Service Copy 3.pdf](#)

You don't often get email from serve.sf.123@gmail.com. [Learn why this is important](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders.

Dear Mr. Rush and Mr. Anderson,

Attached is a copy of the Plaintiff's Claim and Order to Go to Small Claims Court in *Wang v. Santa Clara Valley Transportation Authority, et al.*, Santa Clara County Superior Court Case No. 26SC099008.

A physical copy was delivered to the Peninsula Corridor Joint Powers Board offices at 166 North Rollins Road, Fifth Floor, Millbrae, on August 21, 2026, at approximately 2:55 p.m. I was informed Marshall Rush could accept the documents on behalf of PCJPB and so an additional copy was sent by USPS Certified Mail to the PCJPB Legal Department, attention Marshall Rush and Jared Anderson.

Please confirm receipt and that the documents have been routed appropriately.

Thank you,

Stephen Joseph Irwin
Registered California Process Server
San Francisco County Registration No. 2026-0001607
415-235-5238



Service Copy

SC-100

**Plaintiff's Claim and ORDER
to Go to Small Claims Court**

Notice to the person being sued:

- You are the defendant if your name is listed in ② on page 2 of this form or on form SC-100A. The person suing you is the plaintiff, listed in ① on page 2.
- You and the plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case. If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

Aviso al Demandado:

- Usted es el Demandado si su nombre figura en ② de la página 2 de este formulario, o en el formulario SC-100A. La persona que lo demanda es el Demandante, la que figura en ① de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso. Si pierde el caso, la corte podría ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

Clerk stamps date here when form is filed.

(ENDORSED)

FILED

AUG 17 2026

Clerk of the Court

Superior Court of CA County of Santa Clara

BY D. PINHEIRO DEPUTY

Fill in court name and street address:

Superior Court of California, County of
Santa Clara

191 N. First Street, San Jose,
CA 95113

Court fills in case number when form is filed.

Case Number:

26 SC099008

Case Name:

Order to Go to Court

Service Copy

The people in ① and ② must attend court: (Clerk fills out section below.)

Trial Date	Date	Time	Department	Name and address of court, if different from above
1.	12/07/26	100pm	15	
2.				
3.				

Date: AUG 17 2026 Clerk, by D. PINHEIRO, Deputy

Instructions for the person suing:

- You are the plaintiff. The person you are suing is the defendant.
- **Before** you fill out this form, read form **SC-100-INFO**, *Information for the Plaintiff*, to know your rights. You can get form SC-100-INFO at any courthouse or county law library, or go to courts.ca.gov/rules-forms/find-your-court-forms.
- **Fill out pages 2, 3, and 4 of this form.** Make copies of all the pages of this form and any attachments—one for each party named in this case and an extra copy for yourself. Take or mail the original and the copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above. Your court may allow electronic filing. Check your local court website for information: courts.ca.gov/find-my-court.htm.
- You must have someone at least 18—not you or anyone else listed in this case—give each defendant a court-stamped copy of all pages of this form and any pages this form tells you to attach. There are special rules for “serving,” or delivering, this form to public entities, associations, and some businesses. See forms **SC-104**, **SC-104B**, and **SC-104C**.
- **Go to court on your trial date listed above.** Bring witnesses, receipts, and any evidence you need to prove your case.



Plaintiff (list names):

Case Number:

26SC099008

① The plaintiff (the person, business, or public entity that is suing) is:

Name: Winnie Wang Phone: (408) 613-5109
Street address: 3865 Jasmine Circle San Jose CA 95135
Street City State Zip
Mailing address (if different): _____
Street City State Zip
Email address (if available): yjwwang2412@gmail.com

If more than one plaintiff, list next plaintiff here:

Name: _____ Phone: _____
Street address: _____
Street City State Zip
Mailing address (if different): _____
Street City State Zip
Email address (if available): _____

- ☐ Check here if more than two plaintiffs and attach form SC-100A.
☐ Check here if either plaintiff listed above is doing business under a fictitious name and attach form SC-103.
☐ Check here if any plaintiff is a "licensee" or "deferred deposit originator" (payday lender) under Financial Code sections 23000 et seq.

② The defendant (the person, business, or public entity being sued) is:

Name: Santa Clara Valley Transportation Authority Phone: (408) 321-5680
Street address: 3331 N. First Street, Building B-1 San Jose CA 95134
Street City State Zip
Mailing address (if different): _____
Street City State Zip

If the defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process here:

Name: Elaine F. Baltao Job title, if known: Board Secretary
Address: 3331 N. First Street, Building B-1 San Jose CA 95134
Street City State Zip

- ☒ Check here if your case is against more than one defendant and attach form SC-100A.
☐ Check here if any defendant is on active military duty and write defendant's name here:

③ The plaintiff claims the defendant owes \$ 8,749.25 . (Explain below and on next page.)

- a. Why does the defendant owe the plaintiff money?
On 10/28/25, at approximately 7:40am., I tripped on a pothole at Caltrain Tamien Station parking lot, 1221 Lick Ave, SJ, severely lacerating my left knee. Both VTA and Caltrain (PCJPB) failed to
maintain the pavement safely. See attached MC-031 declaration for full details.
Total damages: \$8,749.25



Plaintiff (list names):

Case Number:

26 SC099008

3 b. When did this happen? (Date): 10/28/2025

If no specific date, give the time period: Date started: Through:

c. How did you calculate the money owed to you? (Do not include court costs or fees for service.)

Medical expenses: \$306.40 Transportation/mileage to doctor's appointments: \$20.83

Lost wages for sick days/hours: \$3,980.48 Personal property damage (jeans): \$41.54

Pain and suffering: \$4,400.00 Total \$8,749.25

☒ Check here if you need more space. Attach one sheet of paper or form MC-031 and write "SC-100, Item 3" at the top.

4 You must ask the defendant (in person, in writing, or by phone) to pay you before you sue. If your claim is for possession of property, you must ask the defendant to give you the property. Have you done this?

☒ Yes ☐ No If no, explain why not:

5 Why are you filing your claim at this courthouse?

This courthouse covers the area (check the one that applies):

- a. ☒ (1) Where the defendant lives or does business. (4) Where a contract (written or spoken) was made, signed, performed, or broken by the defendant or where the defendant lived or did business when the defendant made the contract.
- (2) Where the plaintiff's property was damaged.
- (3) Where the plaintiff was injured.
- b. ☐ Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim, is about an offer or contract for personal, family, or household goods, services, or loans. (Code Civ. Proc., § 395(b).)
- c. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). (Civ. Code, § 1812.10.)
- d. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. (Civ. Code, § 2984.4.)
- e. ☐ Other (specify):

6 List the zip code of the place checked in (5) above (if you know): 95110

7 Is your claim about an attorney-client fee dispute? ☐ Yes ☒ No

If yes, and if you have had arbitration, fill out form SC-101, attach it to this form, and check here: ☐

8 Are you suing a public entity? ☒ Yes ☐ No

(VTA) (PCJPB)

If yes, you must file a written claim with the entity first. ☒ A claim was filed on (date): 3/6/2026, 3/28/2026

If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.



Plaintiff (list names):

Case Number:

26SC099008

9 Have you filed more than 12 other small claims within the last 12 months in California?

☐ Yes ☒ No If yes, the filing fee for this case will be higher.

10 Is your claim for more than \$2,500? ☒ Yes ☐ No

If you answer yes, you also confirm that you have not filed, and you understand that you may not file, more than two small claims cases for more than \$2,500 in California during this calendar year.

11 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under the laws of the State of California that the information above and on any attachments to this form is true and correct.

Date: 8/15/2026

Winnie Wang

Plaintiff types or prints name here

Winnie Wang

Plaintiff signs here

Date:

Second plaintiff types or prints name here

Second plaintiff signs here



Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the trial. For these and other accommodations, contact the clerk's office for form MC-410, *Disability Accommodation Request*. (Civ. Code, § 54.8.)



"Small claims court" is a special court where claims for \$12,500 or less are decided. Individuals, including "natural persons" and sole proprietors, may claim up to \$12,500. Corporations, partnerships, public entities, and other businesses are limited to claims of \$6,250. (See below for exceptions.)* The process is quick and cheap. The rules are simple and informal. You are the *defendant*—the person being sued. The person who is suing you is the *plaintiff*.

Do I need a lawyer? You may talk to a lawyer before or after the case. But you *may not* have a lawyer represent you in court (unless this is an appeal from a small claims case).

How do I get ready for court? You don't have to file any papers before your trial, unless you think this is the wrong court for your case. But bring to your trial any witnesses, receipts, and evidence that support your case. And read "How to prepare for your trial (court date)" at selfhelp.courts.ca.gov/small-claims/trial.

What if I need an accommodation? If you have a disability or are hearing impaired, fill out form **MC-410, Disability Accommodation Request**. Give the form to your court clerk or the ADA/Access Coordinator.

What if I don't speak English well? Ask the court clerk as soon as possible for a court-provided interpreter. You may use form **INT-300, Request for Interpreter (Civil)** or a local court form to request an interpreter. If a court interpreter is unavailable for your trial, it may be necessary to reschedule your trial. You cannot bring your own interpreter for the trial unless the interpreter has been approved by the court as a certified, registered, or provisionally qualified interpreter. (See Cal. Rules of Court, rule 2.893, and form **INT-140**.)

Where can I get the court forms I need? Go to any courthouse or your county law library, or print forms at selfhelp.courts.ca.gov/small-claims-forms.

What happens at the trial? The judge will listen to both sides. The judge may make a decision at your trial or mail the decision to you later.

What if I lose the case? If you lose, you may appeal. You'll have to pay a fee. (Plaintiffs cannot appeal their own claims.)

- If you were at the trial, file form **SC-140, Notice of Appeal**. You must file within 30 days after the clerk hands or mails you the judge's decision (judgment) on form **SC-200** or form **SC-130, Notice of Entry of Judgment**.
- If you were *not* at the trial, fill out and file form **SC-135, Notice of Motion to Vacate Judgment and Declaration**, to ask the judge to cancel the judgment (decision). If the judge does not give you a new trial, you have 10 days to appeal the decision. File form **SC-140**.

For more information on appeals, see selfhelp.courts.ca.gov/small-claims/after-trial/small-claims-appeals.

Do I have options? Yes. If you are being sued you can:

- **Settle your case before the trial.** If you and the plaintiff agree on how to settle the case before the trial, the plaintiff must file form **CIV-110, Request for Dismissal** or a written and signed settlement agreement with the clerk. Ask the Small Claims Advisor for help.

- **Prove this is the wrong court.** Send a letter to the court *before* your trial explaining why you think this is the wrong court. Ask the court to dismiss the claim. You must serve (give) a copy of your letter (by mail or in person) to all parties. (Your letter to the court must say you have done so.)
- **Go to the trial and try to win your case.** Bring witnesses, receipts, and any evidence you need to prove your case. To have the court order a witness to go to the trial, fill out form **SC-107, Small Claims Subpoena and Declaration**, and have it served on the witness.
- **Sue the person who is suing you.** If you have a claim against the plaintiff, and the claim is appropriate for small claims court as described on this form, you may file **Defendant's Claim** (form **SC-120**) and bring the claim in this action. If your claim is for *more* than allowed in small claims court, you may still file it in small claims court if you give up the amount over the small claims value amount, or you may file a claim for the full value of the claim in the appropriate court. If your claim is for more than allowed in small claims court *and* relates to the same contract, transaction, matter, or event that is the subject of the plaintiff's claim, you may file your claim in the appropriate court and file a motion to transfer the plaintiff's claim to that court to resolve both matters together. You can see a description of the amounts allowed in the paragraph above, titled "Small Claims Court."
- **Agree with the plaintiff's claim and pay the money.** Or, if you can't pay the money now, go to your trial and say you want to make payments.
- **Let the case "default."** If you don't settle and do not go to the trial (default), the judge may give the plaintiff what he or she is asking for plus court costs. If this happens, the plaintiff can legally take your money, wages, and property to pay the judgment.

What if I need more time?

You can change the trial date if:

- You cannot go to court on the scheduled date (you will have to pay a fee to postpone the trial), *or*
- You did not get served (receive this order to go to court) at least 15 days before the trial (or 20 days if you live outside the county).

Ask the Small Claims Clerk about the rules and fees for postponing a trial. Or fill out form **SC-150** (or write a letter) and mail it to the court *and* to all other people listed on your court papers before the deadline. Enclose a check for your court fees, unless a fee waiver was granted.



Need help?

Your county's Small Claims Advisor can help for free.

Or go to selfhelp.courts.ca.gov/small-claims-advisor.

* Exceptions: Different limits apply in an action against a defendant who is a guarantor. (See Code Civ. Proc., § 116.220(c).)



La "Corte de reclamos menores" es una corte especial donde se deciden casos por \$12,500 o menos. Los individuos, o sea las "personas físicas" y los propietarios por cuenta propia, pueden reclamar hasta \$12,500. Las corporaciones, asociaciones, entidades públicas y otras empresas solo pueden reclamar hasta \$6,250. (Vea abajo para las excepciones.*) El proceso es rápido y económico. Las reglas son sencillas e informales. Usted es el Demandado—la persona que se está demandando. La persona que lo está demandando es el Demandante.

¿Necesito un abogado? Puede hablar con un abogado antes o después del caso. Pero no puede tener a un abogado que lo represente ante la corte (a menos que se trate de una apelación de un caso de reclamos menores).

¿Cómo me preparo para ir a la corte? No tiene que presentar ningún documento antes del juicio, a menos que piense que ésta es la corte equivocada para su caso. Pero lleve al juicio cualquier testigos, recibos y pruebas que apoyan su caso. Y lea "Cómo prepararse para su juicio" en selfhelp.courts.ca.gov/es/reclamos-menores/juicio.

¿Qué hago si necesito una modificación? Si tiene una discapacidad o tiene impedimentos de audición, llene el formulario [MC-410, Solicitud de modificaciones para discapacidad](#). Entregue el formulario al secretario de la corte o al Coordinador de Acceso/ADA de su corte.

¿Qué pasa si no hablo bien inglés? Solicite un intérprete al secretario de la corte lo más pronto posible. Puede usar el formulario [INT-300](#) o un formulario de su corte local. Si no está disponible un intérprete de la corte para su juicio, es posible que se tenga que cambiar la fecha de su juicio. No puede llevar su propio intérprete para el juicio a menos que el intérprete haya sido aprobado por la corte como un intérprete certificado, registrado, o provisionalmente calificado. (Vea la regla 2.893 de las Reglas de la Corte de California, y el formulario [INT-140](#).)

¿Dónde puedo obtener los formularios de la corte que necesito? Vaya a cualquier edificio de la corte, la biblioteca legal de su condado, o imprima los formularios en selfhelp.courts.ca.gov/es/formularios-de-reclamos-menores.

¿Qué pasa en el juicio? El juez escuchará a ambas partes. El juez puede tomar su decisión durante la audiencia o enviársela por correo después.

¿Qué pasa si pierdo el caso? Si pierde, puede apelar. Tendrá que pagar una cuota. (El Demandante no puede apelar su propio reclamo.)

- Si estuvo presente en el juicio, llene el formulario [SC-140, Aviso de apelación](#) (Notice of Appeal). Tiene que presentarlo dentro de 30 días después de que el secretario le entregue o envíe la decisión (fallo) del juez en el formulario [SC-200](#) o [SC-130, Aviso de publicación del fallo](#) (Notice of Entry of Judgment).
- Si no estuvo en el juicio, llene y presente el formulario [SC-135, Aviso de petición para anular el fallo y Declaración para pedirle al juez que anule el fallo](#) (decisión). Si la corte no le otorga un nuevo juicio, tiene 10 días para apelar la decisión. Presente el formulario [SC-140](#).

Para obtener más información sobre las apelaciones, vea selfhelp.courts.ca.gov/es/reclamos-menores/después-del-juicio/apelaciones-de-reclamos-menores.

¿Tengo otras opciones? Sí. Si lo están demandando, puede:

- Resolver su caso antes del juicio. Si usted y el Demandante se ponen de acuerdo en cómo resolver el caso antes del juicio, el Demandante tiene que presentar el formulario [CIV-110 Solicitud de desestimación](#) (Request for Dismissal) o un acuerdo de resolución escrito y firmado al secretario de la corte. Pídale al Asesor de Reclamos Menores que lo ayude.

- Probar que es la corte equivocada. Envíe una carta a la corte antes del juicio explicando por qué cree que es la corte equivocada. Pídale a la corte que despidan el reclamo. Tiene que entregar (dar) una copia de su carta (por correo o en persona) a todas las partes. (Su carta a la corte tiene que decir que hizo la entrega.)
- Ir al juicio y tratar de ganar el caso. Lleve testigos, recibos y cualquier prueba que necesite para probar su caso. Si desea que la corte emita una orden de comparecencia para que los testigos vayan al juicio, llene el formulario [SC-107, Citatorio de reclamos menores](#) (Small Claims Subpoena) y entrégueselo legalmente al testigo.
- Demandar a la persona que lo demandó. Si tiene un reclamo contra el Demandante, y el reclamo se puede presentar en la corte de reclamos menores, tal como se describe en este formulario, puede presentar el formulario [SC-120, Reclamo del demandado](#) (Defendant's Claim) y presentarlo en este mismo caso. Si su reclamo excede el límite permitido en la corte de reclamos menores, puede igualmente presentarlo en la corte de reclamos menores si está dispuesto a limitar su reclamo al máximo permitido, o puede presentar un reclamo por el monto total en la corte apropiada. Si su reclamo excede el límite permitido en la corte de reclamos menores y está relacionado con el mismo contrato, transacción, asunto o acontecimiento que el reclamo del Demandante, puede presentar su reclamo en la corte apropiada y presentar una moción para transferir el reclamo del Demandante a dicha corte, para poder resolver los dos reclamos juntos. Puede ver una descripción de los montos permitidos en el párrafo anterior titulado "Corte de reclamos menores".
- Aceptar el reclamo del Demandante y pagar el dinero. O, si no puede pagar en ese momento, vaya al juicio y diga que quiere hacer los pagos a plazos.
- No ir al juicio y aceptar el fallo por falta de comparecencia. Si no llega a un acuerdo con el Demandante y no va al juicio (fallo por falta de comparecencia), el juez le puede otorgar al Demandante lo que está reclamando más los costos de la corte. En ese caso, el Demandante legalmente puede tomar su dinero, su sueldo o sus bienes para cobrar el fallo.

¿Qué hago si necesito más tiempo? Puede cambiar la fecha del juicio si:

- No puede ir a la corte en la fecha programada (tendrá que pagar una cuota para aplazar el juicio), o
- No le entregaron los documentos legalmente (no recibió la orden para ir a la corte) por lo menos 15 días antes del juicio (ó 20 días si vive fuera del condado).

Pregúntele al secretario de reclamos menores sobre las reglas y las cuotas para aplazar un juicio. O llene el formulario [SC-150](#) (o escriba una carta) y envíelo antes del plazo a la corte y a todas las otras personas que figuran en sus papeles de la corte. Adjunte un cheque para pagar los costos de la corte, a menos que le hayan dado una exención.



¿Necesita ayuda? El Asesor de Reclamos Menores de su condado le puede ayudar sin cargo.

O visite selfhelp.courts.ca.gov/es/asesor-de-reclamos-menores.

* Excepciones: Existen diferentes límites en un reclamo contra un garante. (Vea el Código de Procedimiento Civil, sección 116.229 (c).)

☒ This form is attached to form SC-100, item 1 or 2.

1 If more than two plaintiffs (person, business, or entity suing), list their information below:

Other plaintiff's name: _____

Street address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

Is this plaintiff doing business under a fictitious name? ☐ Yes ☐ No If yes, attach form SC-103.

Other plaintiff's name: _____

Street address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

Is this plaintiff doing business under a fictitious name? ☐ Yes ☐ No If yes, attach form SC-103.

☐ Check here if more than 4 plaintiffs and fill out and attach another form SC-100A.

2 If more than one defendant (person, business, or entity being sued), list their information below:

Other defendant's name: Peninsula Corridor Joint Powers Board (PCJPB) / Caltrain

Street address: 166 N. Rollins Road Phone: (650)508-6200

City: Millbrae State: CA Zip: 94030

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

If this defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process:

Name: Margaret Tseng Job title, if known: District Secretary

Address: 166 N. Rollins Road

City: Millbrae State: CA Zip: 94030

☐ Check here if your case is against more than two defendants, and fill out and attach another form SC-100A.

3 Is your claim for more than \$2,500? ☒ Yes ☐ No

If yes, I have not filed, and understand that I cannot file, more than two small claims cases for more than \$2,500 in California during this calendar year.

4 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under California state law that the information above and on any attachments to this form is true and correct.

Date: 8/15/2026

Winnie Wang

Type or print your name

Date:

Type or print your name

Winnie Wang
Sign your name

Sign your name

PLAINTIFF/PETITIONER: Winnie Wang
 DEFENDANT/RESPONDENT: Santa Clara VTA / PCJPB (Caltrain)

CASE NUMBER: 265C099008

DECLARATION

(This form must be attached to another form or court paper before it can be filed in court.)

SC-100, Item 3

On 10/28/25, at approximately 7:40 a.m., I parked in the Caltrain Tamien Station parking lot at 1221 Lick Avenue, San Jose, and was walking toward the station sidewalk when I tripped over a pothole, falling directly onto my left knee. The impact was severe enough that I could not stand without help. A fellow commuter, Mr. Farshid Sarab, witnessed the incident and helped me back to my car so I could seek emergency care. I was treated at Kaiser Permanente San Jose Emergency Department, where I received stitches for a severe laceration to my left knee, and have since required follow-up visits, physical therapy, and ongoing home treatment for lasting stiffness and reduced mobility.

VTA owns the parking lot where I fell. Under VTA's Ground Lease Agreement for the Tamien Station Development, VTA retained "exclusive responsibility for maintaining its transit facilities" (Exhibit A, p. 59, Art. XXIII, § 23.01). Caltrain (PCJPB) owns the adjacent property, and the Tamien Station Maintenance Responsibility Matrix clearly states that Caltrain is "to maintain portion of pavement on their property in addition to the adjoining paving used for maintenance vehicle and pedestrian access" (Exhibit A, Ex. B-1, Note 3) - which includes the area where the pothole was located. The pothole was located in a high-traffic area alongside other visible potholes. True and correct copies of these documents are attached as Exhibit A.

I contacted Caltrain on 12/05/25 regarding filing a claim and was redirected to VTA as the parking lot owner. On 3/19/26, VTA advised that the pothole's location was Caltrain's maintenance responsibility. I timely submitted claims to both defendants, and both claims were rejected - on 3/27/26 from VTA and 5/17/26 from Caltrain. To date, the parties have been unable to reach a resolution.

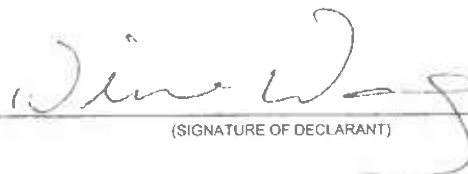
As a result, I sustained \$8,749.25 in damages: medical expenses (\$306.40), transportation mileage to medical appointments (\$20.83), lost wages for sick days and appointments (\$3,980.48), personal property damage (\$41.54), and pain and suffering (\$4,400.00), as itemized in my cost documentation (Exhibit B).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 8/15/2026

Winnie Wang

(TYPE OR PRINT NAME)



(SIGNATURE OF DECLARANT)

☐ Attorney for ☒ Plaintiff ☐ Petitioner ☐ Defendant
☐ Respondent ☐ Other (Specify):

EXHIBIT A

Attached to Declaration of Winnie Wang in Support of Plaintiff's Claim
Winnie Wang v. Santa Clara VTA / PCJPB (Caltrain) — Case No. 26SC099008

Summary and Index of the Ground Lease Agreement for the Tamien Station Development Project

The attached Ground Lease Agreement, dated June 30, 2023, is between the Santa Clara Valley Transportation Authority (VTA) and Tamien Affordable, L.P. This document was provided by VTA in response to my California Public Records Act request, as reflected in the attached June 29, 2026 email from VTA Paralegal Jessica Rodriguez.

The following provisions of the Ground Lease relate to property ownership, control, inspection rights, and maintenance responsibilities. Page and section numbers refer to the attached copy of the Ground Lease.

1. **VTA remained the owner (Landlord) of the property** after entering into the Ground Lease. *(Page 1)*
2. **VTA retained the right to enter the property** to perform inspections, maintenance, and repairs authorized under the lease. *(Page 15, Section 1.08)*
3. **VTA retained inspection and oversight rights** with respect to the Operations and Maintenance (O&M) Plan. *(Page 19, Section 4.02)*
4. **VTA retained the authority to use escrow funds** to perform maintenance and repairs if the Tenant failed to satisfy its maintenance obligations under the lease. *(Page 20–21, Section 4.03)*
5. **VTA retained exclusive responsibility** for maintaining its transit facilities. *(Page 59, Article XXIII, Section 23.01)*
6. **The Tenant is required to submit ongoing maintenance and inspection reports to VTA**, allowing VTA to monitor compliance with the Ground Lease. *(Exhibit B-2, Section 2)*
7. **The Maintenance Responsibility Matrix assigns certain pavement maintenance responsibilities to Caltrain**, including adjacent pavement areas near the location where the pothole incident occurred. *(Exhibit B-1, Maintenance Responsibility Matrix, Note 3)*

These provisions describe VTA's ownership interest in the property, the oversight and inspection rights VTA retained, and the maintenance responsibilities assigned to VTA, the Tenant, and Caltrain under the Ground Lease and its accompanying Maintenance Responsibility Matrix.

The pothole that caused my injury is located in a main travel lane leading into the station, adjacent to Caltrain property, on the roadway regularly used for maintenance vehicle and pedestrian access.

GROUND LEASE

THIS GROUND LEASE (together with the Exhibits hereto, this "**Lease**") is made and entered into as of June 30, 2023 ("**Effective Date**"), by and between SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a California special district ("**Landlord**"), and TAMIEN AFFORDABLE, L.P., a California limited partnership ("**Tenant**").

RECITALS:

Landlord is the owner in fee simple of the Land, as defined in Section 1.01. Landlord and UrbanCo-Tamien, LLC, a Delaware limited liability company ("**Developer**") entered into that certain Lease Option Agreement dated September 4, 2019, as amended by that certain First Amendment to Lease Option Agreement effective as of April 18, 2020 and as further amended by that Second Amendment to Lease Option Agreement effective as of January 23, 2023 (together, the "**Option Agreement**"), pursuant to which, among other things, Developer was granted the option (the "**Option**") to ground lease, or cause Developer's "Approved Designee" (as defined in the Option Agreement) to ground lease, the Land for the development of approximately 135 units of affordable housing and parking serving the residential units and certain amenities (the "**Project Improvements**", as more particularly described in Section 1.01, below) as part of the "**Master Development Project** (as defined below). Pursuant to an Amended and Restated Agreement to Assign and Assume Agreement dated October 28, 2022 (the "**Assignment**") Developer has assigned and transferred to Core Affordable Housing, LLC, a California limited liability company and/or Tenant the right to (i) exercise the Option set forth in Section 1.5 of the Option Agreement and (ii) enter into the Lease, all subject to satisfaction of the conditions and requirements of Closing under the Option Agreement (the "**Closing Conditions**") with respect to the affordable housing component of the Development Project. The Closing Conditions on the Option for the Land with respect to the Project Improvements have been met, and Tenant has validly exercised the Option in accordance with the terms of the Option Agreement. Tenant is the "Approved Designee" of Developer under the Option Agreement with respect to the Land, and as such, Landlord desires to ground lease to Tenant and Tenant desires to ground lease from Landlord the Land for the Term (defined below) and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the covenants, agreements, representations, and/or warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, and upon and subject to the terms and conditions herein contained, the parties hereto agree as follows:

ARTICLE I. **DEFINITIONS, GRANT AND TERM**

Section 1.01 **Definitions.** Defined terms are indicated in this Lease by initial capital letters. For purposes of this Lease, the following definitions will apply to the extent not otherwise defined:

- (a) "**Acceptance**" is defined in Section 10.05.

Section 1.06 Delivery and Acceptance of Land. Tenant accepts the Land and any buildings, structures and improvements located upon the same subject to the Permitted Exceptions, in its currently existing "as is" and "with all faults" condition, and except as otherwise expressly set forth in the Option Agreement or this Lease, without representation or warranty of Landlord. Tenant acknowledges and agrees that Tenant has not relied upon any statement, representation or warranty of Landlord of any kind or nature in connection with Tenant's decision to execute and deliver this Lease, other than as specifically set forth in the Option Agreement and/or this Lease. Landlord hereby affirms that all representations and warranties expressly made by Landlord under the terms of the Option Agreement are true, correct, and complete in all material respects as of the Effective Date hereof.

Section 1.07 Surrender of Premises. Unless otherwise provided herein, upon the expiration or earlier termination of this Lease, Tenant must deliver possession of the Premises to Landlord in good working order, condition and repair, reasonable wear and tear excepted, free and clear of all liens and encumbrances other than (i) those existing at the Effective Date, (ii) those created by Landlord and (iii) those liens and encumbrances approved in writing by Landlord, and subject to any then current residential or commercial lease within the Premises. This obligation includes the obligation to discharge all liens and encumbrances which may exist upon early termination of this Lease. As a condition to acceptance by Landlord of surrender of the Premises by Tenant, Tenant will cure any maintenance default to which it has received notice and transfer to Landlord any and all of the then current construction warranties held by or for the benefit of Tenant in respect of any of the Improvements at the Premises. Tenant shall execute, acknowledge and deliver to Landlord such instruments of further assurance in recordable form as in the opinion of Landlord are necessary or desirable to release and quitclaim to Landlord all right, title and interest of Tenant in and to the Premises. Title to all personal property of Tenant located in or upon the Premises shall remain in Tenant, and upon the expiration or earlier termination of this Lease the same may, and upon the demand of Landlord shall, be removed and any resultant damage to the Premises shall be repaired by and at the expense of Tenant. Landlord may cause any of said personal property that is not removed from the Premises within thirty (30) days after the date of expiration or earlier termination of this Lease to be removed from the Premises and stored at Tenant's expense, or, at Landlord's election, said personal property thereafter shall be deemed abandoned by Tenant and belong to Landlord without the payment of any consideration, subject to the rights of any person holding a perfected security interest therein.

Section 1.08 Landlord Entry. Tenant covenants with Landlord that it will permit Landlord to enter upon the Premises at all reasonable times upon at least three (3) business days prior written notice to Tenant (subject to the rights of subtenants) and to reasonable security measures to perform any Landlord inspection and maintenance and repair that Landlord is entitled to perform under this Lease. Except in case of an emergency situation, Landlord must be accompanied by a representative of Tenant. The foregoing notice period shall not apply to Landlord in any instance of an emergency and required entry by Landlord or its employees, agents, or contractors to address the same, in which event or circumstance no notice shall be required in advance of such Landlord entry.

Section 1.09 Notice of Non-Responsibility. Landlord has the right to go upon the Land and the Premises at reasonable times to post and keep posted thereon notices of non-responsibility, or such other notices which Landlord may deem proper for the protection of Landlord's interest in



(a) At Tenant's sole cost and expense, Tenant, by appropriate legal proceedings brought in good faith and diligently prosecuted in Tenant's name, may contest the validity or applicability to the Premises, or any part thereof, of any Laws; provided, however, that if any such contest or proceeding is, with Landlord's prior written consent, maintained in the names of both Tenant and Landlord, it must be maintained without cost to Landlord.

(b) Landlord reserves the right at Landlord's sole cost and expense to contest the applicability to the Premises or validity of any Laws to the Premises. Within ten (10) business days of receipt of notice of action or proceeding claiming the applicability of, or seeking to impose, any legal requirement on the Premises or the development of the Premises, Tenant must give Landlord written notice of such claims.

ARTICLE IV. MAINTENANCE AND OPERATION

Section 4.01 **Operation of the Premises.** Tenant will be responsible for the operation and control of the Premises in a commercially reasonable manner in accordance with all Laws applicable to the Premises. Tenant must perform or cause to be performed, at its expense, any and all services which are necessary for operation, maintenance and repair of the Premises.

Section 4.02 **O&M Plan and Operation and Maintenance Requirements.**

(a) At all times during the Term, Tenant must keep and maintain all parts of the Premises in good working order, condition, and repair.

(b) Tenant must continuously (except for reasonable interruption during repairs, maintenance or renovations and due to events of Force Majeure, Differing Site Conditions or Landlord-Caused Delay) and diligently during the Term operate, maintain and repair, or cause the Improvements to be operated, in accordance with the O&M Plan and the requirements in **Exhibit B-2**.

(c) The O&M Plan must be updated at least as frequently as every five (5) years during the Term, unless otherwise agreed to in writing by both Landlord and Tenant. Each update to the O&M Plan will be subject to Landlord's prior review and approval before Tenant may operate the Improvements in accordance with any such update to the O&M Plan.

(d) Upon not less than two (2) business days prior written notice, Landlord will have the right to inspect the Tenant maintained facilities to ensure that Tenant is performing the O&M Plan, including the right to meet any Landlord obligation on adjacent land for stormwater and drainage requirements of any Stormwater Program or Tenant constructed stormwater and drainage improvements and post-construction maintenance.

(e) The O&M Plan must contain a Tenant established site-specific schedule for periodic inspections and maintenance per the approved design for stormwater management to ensure stormwater treatment areas and drainage systems installed are properly operated and maintained. At a minimum there shall be annual inspections prior to the wet season.

Section 4.03

(f) Tenant will complete the inspection documentation of stormwater treatment areas and drainage systems in a form provided by Landlord. Landlord will deliver such forms annually to Tenant with instructions to complete the inspection in a timely manner not to exceed thirty (30) days. The inspection forms will follow a similar format to the Santa Clara Valley Urban Runoff Pollution Prevention Program forms and Tenant will complete the same and respond promptly. The Tenant inspection, date and findings will be forwarded to the designated Landlord stormwater program contact, along with documentation certifying maintenance has been performed as required of Tenant. If inspection and maintenance certification is not received in a timely fashion within thirty five (35) days of delivery of the Landlord forms then Landlord shall have the right to perform the same at Tenant's sole cost and expense upon ten (10) business days advance notice to Tenant.

(g) If the Landlord stormwater program identifies deficiencies in the inspection and maintenance report submitted by Tenant and/or O&M Plan practices required to maintain the stormwater treatment areas and drainage systems in a good operating condition, in accordance with locally accepted stormwater industry practice, as described in the applicable California Stormwater Quality Association BMP Handbook, then necessary additional maintenance will be promptly performed by Tenant at its sole cost and expense.

Section 4.03 Reserves for Capital Replacement and Expenses. Tenant must fund required capital replacement and expense reserves, if any, as described in **Exhibit B-2**; provided, however, any required capital replacement and expense reserve shall be for an amount no greater than, those required by the Tax Credit Program implementing a prudent reserve requirement for a residential housing building of similar scope and scale. Tenant will report to Landlord in writing the balance in the reserve account(s), if any, not less than once per calendar year. If a Mortgagee is requiring reserves for those items listed on Exhibit B-2, such reserves shall be deemed to satisfy the requirements hereunder to the extent the reserve requirements are not in conflict.

Landlord shall have the right, by giving Tenant written notice at least five (5) years but not more than six (6) years prior to the expiration date of the Term, to require that Tenant deliver the Premises to Landlord on the expiration date with a capital reserve fund to permit Landlord in its sole discretion to return the parcel to the same condition the Land was delivered to Tenant, with some or all of the Project Improvements demolished and all debris removed from the Land.

If Landlord elects to notice Tenant (as set forth above) Landlord and Tenant shall mutually agree on the estimated cost of end of Term demolition and debris removal (the "**Estimated Demolition Cost**") received from a third-party contractor experienced in such matters and approved by Landlord and Tenant.

On the first day of each and every month for the remainder of the Term commencing five (5) years prior to the expiration date of the Term, Tenant shall deposit one-sixtieth (1/60th) of the total Estimated Demolition Cost into escrow with a third party and pursuant to an escrow agreement mutually acceptable to Landlord and Tenant that will contain terms that release the Estimated Demolition Cost funds to Landlord upon the expiration date of the Term, and Landlord shall be entitled to use such escrowed funds to pay for the cost of such demolition and debris removal, or for maintenance and repair to the Project Improvements if Tenant defaults in its



obligations to perform maintenance and repair in accordance with the terms and conditions of this Lease.

Landlord shall have the right (without in any way limiting Landlord's other rights or remedies resulting from a default by Tenant) to use the escrowed funds to perform such Lease obligations of Tenant.

If any escrowed funds remain after Landlord has applied the same towards maintenance and repair of the Project Improvements in order to correct any Tenant failure to perform the same, Landlord shall be entitled to receive such balance of such escrowed funds upon the expiration date.

If the escrowed funds are not sufficient to pay for Landlord's required demolition and debris removal, as determined in Landlord's sole discretion, Tenant shall pay for such shortfall.

The foregoing notwithstanding: if upon Landlord's delivery of written notice to Tenant described in this Section 4.03 the Tenant and Landlord enter in to a binding amendment to this Lease extending the initial Term of this Lease for ten (10) years or more promptly after Landlord notice then the foregoing required Estimated Demolition Cost and escrow payments will be temporarily suspended until the last five (5) years of the extended Term.

Section 4.04 **Transportation Demand Management Program.** During the Term, after Tenant has completed the construction of the Project Improvements, Tenant must operate the Premises consistent with the Transportation Demand Management Program ("TDMP") attached hereto as Exhibit L.

ARTICLE V.

TAXES AND ASSESSMENTS

Section 5.01 **Taxes.** During the Term, as the same may be extended from time to time, Tenant will pay prior to the delinquency date thereof the amount of all Taxes. If the right is given to pay any of the Taxes or other impositions which Tenant is herein obligated to pay either in one sum or in installments, Tenant may elect either mode of payment. Tenant shall have the right to make or file a declaration, statement or report that may be provided or required by law as the basis of or in connection with the determination, equalization, reduction or payment of any Taxes that are or that may become payable by Tenant with respect to the Project Improvements. Landlord agrees that it will reasonably cooperate with Tenant in connection therewith, including signing of applicable documents reasonably approved by Landlord, provided that such documents do not impose any liability or obligations on Landlord.

Section 5.02 **Tenant's Right to Contest.** Tenant will have the right, at its own cost and expense, to contest the amount or validity of any Tax by appropriate proceedings to prevent the collection of any such Tax so contested or the sale of the Premises or any part thereof to satisfy the same. As a condition precedent to Tenant's contesting any Tax, Tenant must (i) comply with all Laws respecting such contest, and (ii) give Landlord prior written notice of Tenant's intent to so contest said amount or validity. Further, to the extent required by and such Laws, Tenant must pay (under protest, if permitted) the amount of any Tax contested or to be contested.



DocuSign Envelope ID: 357482A4-CAC4-4733-B832-DBD9916C8788

VOLUNTARY WE HAVE READ AND
UNDERSTAND THE FOREGOING.

Landlord's Initials:

Tenant's Initials:

ARTICLE XXIII.
LANDLORD'S RETAINED RIGHTS; RESTRICTIONS ON ASSIGNMENT AND
CHANGE IN CONTROL

Section 23.01 Retained Rights. Landlord reserves and retains the following rights (collectively, the "Retained Rights"):

(a) the right to install, construct, inspect, operate, maintain, repair, expand and replace public transit facilities, at Landlord's sole cost and expense, in, on, under, over, and adjacent to the Premises as Landlord may deem those rights necessary in order to ensure that the Improvements do not materially interfere with transit operations and the right to prohibit, and to take reasonable actions to remedy at Tenant's cost, any actual interference by Tenant with the maintenance or the safe and efficient operation of Landlord's transit activities and operations; provided, however,

(i) in no event will the exercise of any such rights require the removal, alteration, relocation, or other modification (structural or otherwise) of any of the Improvements (excluding landscaping), infrastructure, or any of the equipment, in each case whether above-ground or sub-surface, constructed and/or installed, as applicable, on the Land by Tenant, in accordance with the terms of this Lease; and

(ii) in no event will the exercise of any such right cause the Premises or any portion thereof or improvements, infrastructure or equipment thereon (whether above-ground or sub-surface) to violate any applicable legal requirements or restrictive covenants governing the Premises or Tenant;

(b) the right to install, use, repair, maintain, and replace along the perimeter of any areas within the Premises abutting the public streets, sidewalks and rights-of-way, and any public transit facilities, directional and way-finding signs for the purpose of directing patrons to, from and between public transit facilities and the Improvements, public streets, sidewalks and rights-of-way;

(c) the right to use sidewalk areas and any Common Areas for pedestrian ingress and egress and activities related to the operation of any public transit facilities for the benefit of Landlord and the public;

(d) the right to place informational signage relating to transit service and Landlord's operations;

Section 23.02 Notice Regarding Exercise of Retained Rights and Reimbursement of Costs. Landlord will give Tenant reasonable prior written notice of exercise of any Retained



6. The Tenant is required to submit ongoing maintenance and inspection reports to VTA, allowing VTA to monitor compliance with the Ground Lease. (Exhibit B-2, Section 2)

➔ [Exhibit B-2 to Ground Lease]

"Repair Reserve Deposit" means the amount required by the senior Mortgagee from time to time.

"Repair Reserve Disbursement Period" means the interval between disbursements from the Repair Reserve Fund, which interval will be no shorter than once every thirty (30) days during the term of the Ground Lease.

"Repair Reserve Fund" means the account which may be established by the Ground Lease into which the Repair Reserve Deposit is deposited.

"Repair Schedule of Work" means a schedule for repairs to be provided by Tenant in accordance with the requirements of the senior Mortgagee.

"Replacement Reserve Disbursement Period" means the interval between disbursements from the Replacement Reserve Fund, which interval will be no shorter than once a quarter.

"Replacement Reserve Fund" means the account established pursuant to the Ground Lease to be available to pay for costs of Capital Replacements.

"Reserve Fund" or "Reserve Funds" is defined in Section 4.1.

"Work" means the planning, design, engineering and construction work, and other services necessary or appropriate to develop and operate the Premises, including permitted future changes, alterations, additions and renovations thereto.

2. O&M Monitoring and Reporting Obligations

During the Term, Tenant must produce and submit to the Landlord the following reports:

2.1 Annual O&M Report

Every calendar year, Tenant must submit to the Landlord a report containing information on Tenant's all maintenance and operations activities during the previous calendar year (an **"Annual O&M Report"**). The Annual O&M Report must contain:

- (a) the Planned Maintenance Schedule for the next year;
- (b) Tenant's planned renewal and replacement schedule for all capital improvements within the Premises over the next five (5) years; and

2.2 Asset Inventory Report

As part of the Annual O&M Report, Tenant must submit to the Landlord a report that contains an inventory of systems, components, spare parts and other items or elements required for the ongoing operation and maintenance of the Premises (an **"Asset Inventory Report"**).

7. The Maintenance Responsibility Matrix expressly assigns certain pavement maintenance responsibilities to Caltrain, including adjacent pavement areas near the location where the pothole incident occurred. (Exhibit B-1, Maintenance Responsibility Matrix, Note 3)

EXHIBIT B-1

O&M PLAN FOR COMMON AREA AND TRANSIT PLAN

Exhibit

Tamien Station Maintenance Responsibility Matrix



Maintenance Item	Common Areas	
	Loop Road & Drop Offs	Transit Plaza
Lighting, Electricity Power	Urban-Co	VTA
Lighting, Fixture & Lamp Maintenance	Urban-Co	Urban-Co
Landscape, Water Supply	Urban-Co	VTA
Landscape, Gardening & Repair	Urban-Co	Urban-Co
Landscape, Irrigation Electricity	Urban-Co	VTA
Site Furniture & Amenities	Urban-Co (See Note 1)	Urban-Co (See Note 1)
Project Wayfinding	Urban-Co (See Note 2)	Urban-Co (See Note 2)
General Upkeep	Urban-Co	Urban-Co
Trash Bin Collection	Urban-Co	VTA
Pavement, Sweeping	Urban-Co	Urban-Co (See Note 3)
Pavement, Repair and Replacement	Urban-Co	Urban-Co (See Note 3)
Stormdrain Collection and Treatment	Urban-Co (See Note 4)	Urban-Co (See Note 4)
Stormdrain, Underground, upstream Point of Connection	Urban-Co	Urban-Co
Water and Backflow after Meter	Urban-Co	Urban-Co
Stormdrain, downstream Point of Connection	VTA	VTA
Sanitary Sewer force main	N/A	VTA
Water, upstream from Meter and Public Fire Hydrants	SIWC	SIWC
Electrical Systems prior to meter	PG&E	PG&E
Telephone Systems prior to POE	AT&T	AT&T
Cable TV Systems prior to POE	Comcast	Comcast

Notes

- 1: VTA to maintain bike racks & lockers intended for transit riders
- 2: VTA or Caltrain to maintain signage specific for transit agency not "project"
- 3: Caltrain to maintain portion of pavement on their property in addition to the adjoining paving used for maintenance vehicle and pedestrian access.
- 4: Urban-Co to maintain stormdrain upstream from point of connection to VTA existing system. VTA to maintain stormdrain to remain downstream of point of connection.

The arrow indicates the approximate location where the pothole-related injury occurred.

Assessor's Office Interactive Map

Search: []

Parcel Information:

Parcel ID	112-10-4
Area	341,000 sq ft
Value	\$24,110,000
Assessed Value	\$1,700
Assessed Value	\$1,700
Assessed Value	\$1,700

Coordinates: 40.711, -88.071 (Degrees)

Map Data: Santa Clara, California, 1995, 1:250,000

Caltrain Tamien Station (owned by Caltrain) location map showing the area outlined in green.

Assessor's Office Interactive Map

Search Address & Parcel

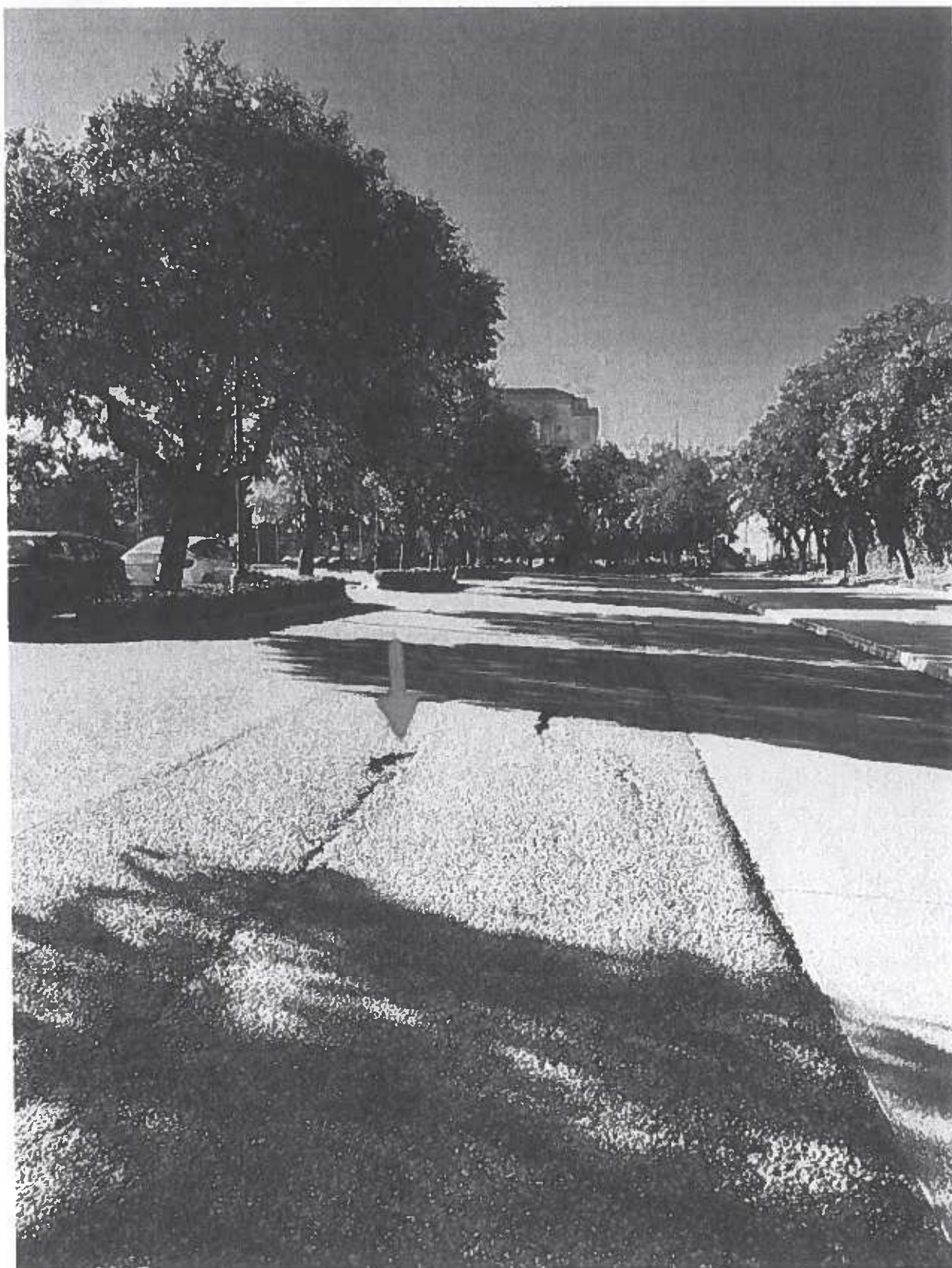
10000

Owner: George M. M. M.

Assessor: M. M. M.

Property Record

Red arrow indicates the pothole that caused my injury. (picture taken on 6/10/26)

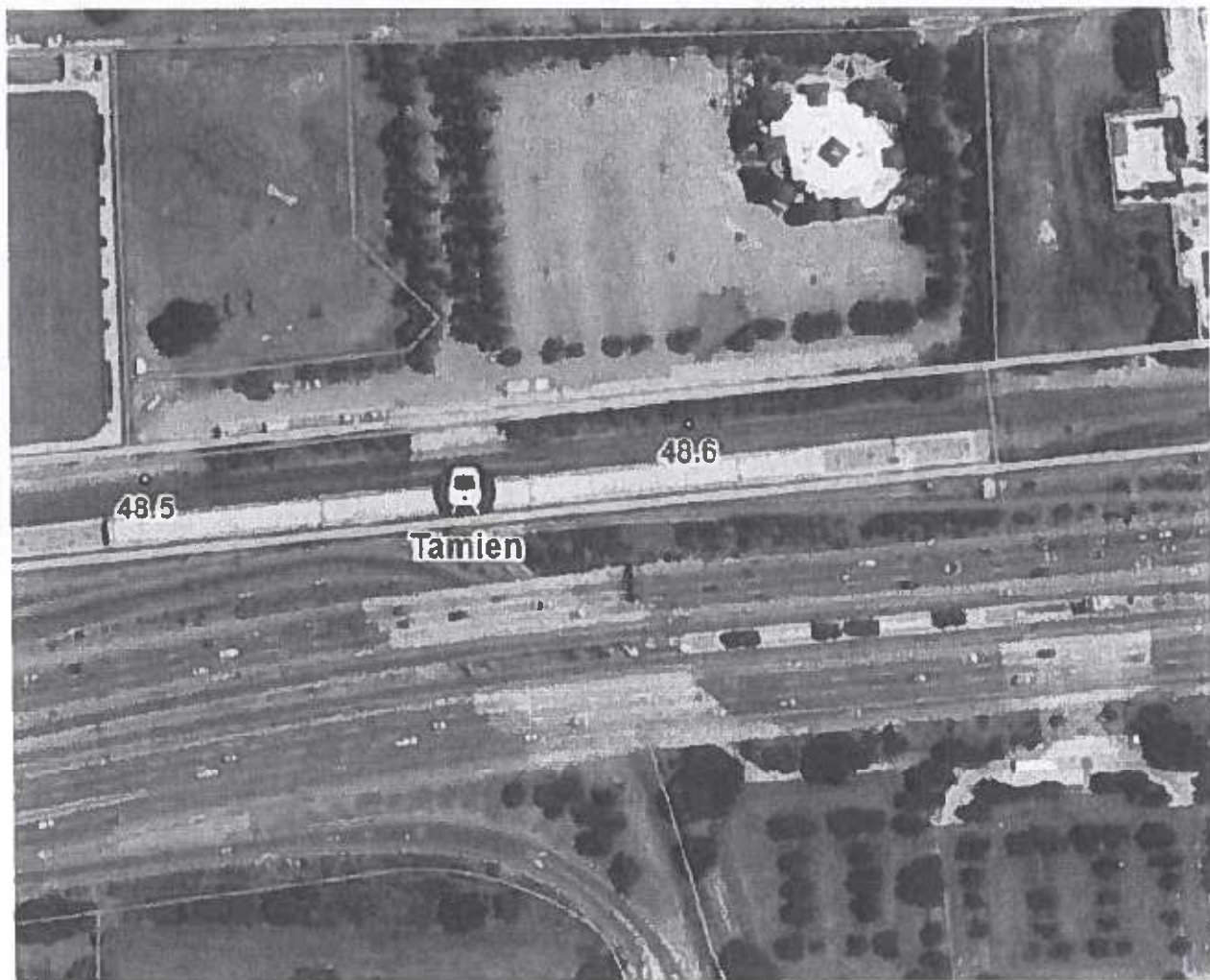


The arrow indicates the approximate location where the pothole-related injury occurred.
This property map was provided by Caltrain in response to my California Public Records Act request.

From: Julia MacRory
Sent: Tuesday, May 26, 2026 3:53 PM
To: Marshall Rush
Cc: Janni Baugh
Subject: RE: Tamien Station Parking Lot

Marshall,

JPB owns the area within the yellow lines below:



Julia MacRory, PLS, PMP, SR/WA, District Surveyor
San Mateo County Transit District
166 N. Rollins Road, Millbrae, CA 94030

Jamien parking lot property ownership confirmation email from Feliza Bautista of the Santa Clara County Assessor's Office

----- Forwarded Message -----

From: Bautista, Feliza <feliza.bautista@asr.sccgov.org>

To: vmplatt@aol.com <vmplatt@aol.com>

Cc: Louie, Fraser <fraser.louie@asr.sccgov.org>

Sent: Tuesday, June 16, 2026 at 11:00:45 AM PDT

Subject: RE: APN 434-13-044, Property Address 1221 Lick Avenue, San Jose, CA 95110

Hi Van,

Happy Tuesday! Here is the information you are inquiring about:

APN KEY 43413044 Roll Year 27 Bus Entity No
Situs: 1221 LICK AVE SAN JOSE 95110-0000 # of Situses 1
Assessee SANTA CLARA COUNTY TRANSIT DIST # of Owners 1
Use Code VACANT URBAN
Billing Addr C/O SANTA CLARA VTA / REAL ESTATE SECTION
3331 N 1ST ST BLDG B SAN JOSE CA 95134

Thank you and have a wonderful day!

Warmest regards,



Feliza A. Bautista | Office Specialist III

Santa Clara County Office of the Assessor, Neysa Fligor, Assessor

130 W. Tasman Drive, San Jose, California 95134

p: 408-299-5537 e: feliza.bautista@asr.sccgov.org

www.sccassessor.org

Tamien station property ownership confirmation email from Feliza Bautista of the Santa Clara County Assessor's Office

Bautista, Feliza

to me

Hi Ms. Wang

Happy Monday! Here's the information you are inquiring

APN KEY 334-04-076 Current Owners
Street Addr: WILLOW ST SAN JOSE 95110-3136 Situses 1
Owner Name PENINSULA CORRIDOR JOINT POWERS BOARD Owners 1
Billing Addr: C O
166 N ROLLINS RD MILLBRAE CA 94030

Thank you and have a wonderful day!

Warmest regards,



Feliza A. Bautista | Office Specialist III

Santa Clara County Office of the Assessor, Neysa Fligor, Assessor
130 W. Tasman Drive, San Jose, California 95134
p: 408-299-5507 e: feliza.bautista@asr.sccgov.org
www.sccassessor.org

Public Record Request email reply from VTA Paralegal Jessica Rodriguez

Winnie Wang

From: Rodriguez, Jessica-14945- Paralegal <Jessica.Rodriguez@vta.org>
Sent: Monday, June 29, 2026 11:32 AM
To: Winnie Wang
Cc: VTA Board Secretary
Subject: CPRA Re: Caltrain Tamien Parking Lot

Good morning,

Your California Public Records Act request was forwarded to my attention. This is a timely notice of determination pursuant to Government Code Section 7922.535.

VTA has concluded an initial review of records responsive to your request and has provided them on the link ☐ [HERE](#). Please download the files at your earliest convenience. VTA will continue to search for additional records and will produce them as they become available, if any.

Thank you.

Jessica Rodriguez

Paralegal

Santa Clara Valley Transportation Authority
1000 North First Street
San Jose, CA 95128
Phone: 408-321-7561



EXHIBIT B

Attached to Declaration of Winnie Wang in Support of Plaintiff's Claim
 Winnie Wang v. Santa Clara VTA / PCJPB (Caltrain) — Case No. 26SC099008

Itemized Statement of Damages

Claimant: Winnie Wang

Date of Incident: October 28, 2025

Description of Injury: Left knee injury requiring emergency care, follow-up medical visits, lost wages, and related expenses

I. Medical Expenses

Date	Description	Amount
10/28/2025	Emergency Room Care – San Jose Kaiser	\$200.00
12/10/2025	Knee Support (Costco, cost plus tax)	\$16.40
01/08/2026	Kaiser Santa Clara – Primary Care Visit for Left Knee Pain & Radiology X-rays (co-pay)	\$30.00
01/13/2026	Kaiser Santa Clara – Orthopedic Visit for Left Knee Pain (co-pay)	\$30.00
02/26/2026	Kaiser San Jose – Physical Therapy visit for left knee (co-pay)	\$30.00
Medical Expenses Subtotal		\$306.40

II. Transportation & Mileage Expenses (mileage calculated at \$0.21 per mile)

Date	Description	Amount	Mileage / Notes
10/28/2025	Tamien Parking Lot to San Jose Kaiser ER	\$1.70	8.1 miles
10/28/2025	San Jose Kaiser ER to Home	\$1.72	8.2 miles
01/08/2026	Home to Kaiser Santa Clara (Roundtrip)	\$8.82	42 miles
01/13/2026	Work (Palo Alto) to Caltrain Lawrence Station (Caltrain GO Pass)	\$0.00	Funded by employer
01/13/2026	Caltrain Lawrence Station to Kaiser Santa Clara	\$0.57	2.7 miles
01/13/2026	Kaiser Santa Clara to Home	\$4.41	21 miles
02/26/2026	Home to Kaiser San Jose (Roundtrip)	\$3.61	17.2 miles
Transportation & Mileage Expenses Subtotal		\$20.83	

III. Loss of Wages (sick days/hours related to the knee injury)

Date	Description	Amount	Time Missed
10/28/25–10/31/25	Injury-related absence	\$3,184.38	4 sick days
01/08/2026	Medical Appointment (Kaiser Santa Clara) (doctor's visit and x-rays)	\$298.54	3 sick hours
01/13/2026	Medical Appointment (Kaiser Santa Clara) (doctor's visit)	\$298.54	3 sick hours
02/26/2026	Physical Therapy (Kaiser San Jose)	\$199.02	2 sick hours
Loss of Wages Subtotal		\$3,980.48	

IV. Personal Property Damage Expenses

Date	Description	Amount
01/17/2026	Damaged jeans replacement – Banana Republic straight jeans (cost plus tax)	\$41.54
Personal Property Damage Expenses Subtotal		\$41.54

V. Pain and Suffering

Description	Amount
Ongoing pain, discomfort, limited mobility, and impact on daily activities following knee injury	\$4,400.00
Pain and Suffering Subtotal	\$4,400.00

Explanation of Pain and Suffering Calculation

My pain and suffering claim reflects the physical pain, functional limitations, and disruption to my daily activities resulting from a left knee injury sustained on 10/28/2025. Following the incident, I required emergency room care, multiple follow-up medical visits, diagnostic imaging, and time away from work. I experienced ongoing knee pain, stiffness, swelling, and reduced mobility, which limited my ability to sit, stand, walk, and participate in normal daily activities for extended periods. I estimated my pain and suffering claim of \$4,400 in February 2026, based on my assessment at that time of the pain, limitations, and disruption I had experienced and expected to continue experiencing during my recovery. Looking back over my full recovery period — now approximately 265 days (about 8–9 months) of ongoing symptoms — this amount continues to represent a fair and proportionate figure: \$4,400 divided by 265 days works out to approximately \$16.60 per day, which is only about 2% of my documented daily earning capacity of approximately \$796 (based on my hourly wage of \$99.51). This confirms that my original estimate remains a modest, conservative valuation of the day-to-day, non-economic impact of my injury, distinct from lost income.

Total Claim Amount

Category	Amount
Medical Expenses	\$306.40
Transportation	\$20.83
Lost Wages	\$3,980.48
Personal Property	\$41.54
Pain and Suffering	\$4,400.00
Total Claim	\$8,749.25

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

SMALL CLAIMS DIVISION

Winnie Wang,
Plaintiff,

v.

Santa Clara Valley Transportation Authority (VTA) and
Peninsula Corridor Joint Powers Board (PCJPB),
Defendants.

Case No.: 26 SC099008

Hearing Date: _____

WITNESS STATEMENT OF FARSHID SARAB

Witness Statement

Witness Information

- Full Name: Farshid Sarab
- Address: 7029 Burnside Dr., San Jose, CA 95120
- Phone Number: (650) 450-4226
- Email Address: farshidoo@yahoo.com
- Relationship to the Parties Involved (if any): None.

Incident Information

- Date of Incident: 10/28/2025
- Time of Incident: 7:30am-8:00am
- Location of Incident: Caltrain Tamien Station Parking Lot (1221 Lick Ave. San Jose 95110)

Witness Statement

I, Farshid Sarab, provide the following statement based on my personal observations. On the date and time mentioned above, I was at the above-mentioned parking lot of Caltrain.

The parking lot has two entrances, both on Lick Ave. A paved pathway connects these entrances. It goes around the area where cars park. It covers three sides of the parking area, and one side of it is parallel to the train tracks. That is where the incident happened.

I observed the following:

Caltrain and/or VTA had set up a bus route between Tamien and Diridon stations. The bus stop was next to the entrance of the train station. It was a typical fall morning in San Jose, not enough daylight and dark cloudy sky.

I noticed a lady was walking from the section where cars park toward the bus. As she was crossing the pathway (described above) that is parallel to the track and coming toward the bus, I saw she tripped and fell down on the ground. She could not get up on her own, so I rushed toward her to see if I could help. She told me that she wanted to get up but could not. I helped her to stand up, gathered her belongings for her, and helped her walk toward the bus. She was definitely in pain and could barely walk or stand up on her own. I asked her if she really intended to go to work while she was in such pain. She thought for a moment and said "No, I am not sure." Since she wasn't able to walk by herself, I helped her to walk back to her car.

There are more than one potholes in the parking lot. They have been there for a very long time (as far back as I remember). The parking lot is very neglected, and very poorly maintained. As of today, the potholes are not repaired. In my humble opinion, it is a matter of time that more accidents like this happen and more people get hurt, some more serious than others.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

Witness Signature: *FSarab*

Printed Name: *Farshid Sarab*

Date: *6/26/2026*

City of Signing: *San Jose, California*

Superior Court of California, County of Santa Clara

Case Number#: 26SC099008

Plaintiff/Petitioner: Winnie Wang

Defendant/Respondent: Santa Clara VTA / PCJPB (Caltrain)

DECLARATION OF VAN M. PLATT IN SUPPORT OF PLAINTIFF'S CLAIM FOR DAMAGES

Witness Name: Van M. Platt | Relationship to Plaintiff: Husband

Address: San Jose, CA

Email: vmplatt@aol.com | Phone: 408-601-9247

Incident: Winnie Wang's injury accident at Caltrain's Tamien Station parking lot, located at 1221 Lick Ave, San Jose, CA 95110, on October 28, 2025.

I am Winnie's husband, and we have been married for 28 years. Before the accident, we regularly hiked together, and I observed that she had no difficulty walking, kneeling, climbing stairs, or participating in yoga.

The accident had a profound impact on my wife's daily life. During the first several weeks after the accident, she could barely bend her left leg because of the stitches, swelling, and severe pain, which significantly limited her mobility. Even routine daily activities became difficult, and she relied heavily on assistance from me and our daughter.

Each morning and evening, I helped her get in and out of bed and assisted her with climbing the stairs. Our daughter helped her get dressed by pulling up her pant leg and socks and assisted her in stepping over the edge of the bathtub so she could safely enter and exit the shower. Even getting in and out of a car required considerable time because of the pain and limited movement in her left knee. She could sit for only a short period before her knee became stiff and painful, requiring her to elevate her leg for relief. Throughout this period, she walked slowly and with a noticeable limp.

Beyond the physical pain and limitations, the accident also had a significant emotional impact on her. She told me that she feared she would be unable to escape quickly in an emergency because of her injured knee. I also saw that she no longer participated in the long hikes we once enjoyed together, could not kneel to practice yoga, and moved much more slowly than she did before the accident. She shared with me her ongoing concern that her left knee might never fully regain its range of motion or return to its pre-injury condition.

More than eight months have now passed, and she has still not fully recovered from her knee injury. Although the acute pain has lessened, she continues to experience discomfort and stiffness. I have regularly observed her performing the knee-strengthening exercises prescribed by her physical therapist. She still walks more slowly than before the accident and occasionally has a noticeable limp after prolonged walking. While she is now able to perform most daily activities independently, she does so at a much slower pace than before. She has also told me, on more than one occasion, that she does not feel as physically capable as she used to be of getting herself out of harm's way quickly if something unexpected were to happen.

Based on my observations over the past eight months, the injury has significantly affected two of her favorite hobbies, hiking and yoga. Hikes that were once long and enjoyable are now limited to shorter distances at a much slower pace, and she often uses a walking cane for extended walks. She no longer hikes with the normal stride she had before the accident. Likewise, she is unable to perform yoga poses that require kneeling or placing weight on her left knee.

In my opinion, based on what I have personally observed over the past eight months, this injury has noticeably affected her physical abilities and reduced her ability to enjoy many of the activities that were an important part of her daily life before the accident.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: *Van M. Platt*

City of Signing: *San Jose, California*

Printed Name: *Van M. Platt*

Date: *July 4, 2026*

Superior Court of California
County of Santa Clara
Case Number#: 26SC099008

Winnie Wang, Plaintiff

v.

Santa Clara VTA / PCJPB (Caltrain), Defendant

PAIN AND SUFFERING STATEMENT

Claimant: Winnie Wang

Date of Injury: October 28, 2025

Location: Caltrain Tamien Station Parking Lot (1221 Lick Avenue, San Jose, CA 95110)

Introduction

I submit this statement to describe the physical pain, emotional distress, and lasting impact of the injury I sustained on October 28, 2025, at the Caltrain Tamien Station parking lot. This injury has significantly affected my daily life, independence, family responsibilities, and overall quality of life.

The Accident

On October 28, 2025, at approximately 7:40 a.m., I parked my vehicle in the Caltrain Tamien Station parking lot and was walking toward the train station sidewalk when I tripped over a pothole and fell directly onto my left knee. The impact was so severe that I was unable to stand up. A fellow commuter, Mr. Farshid Sarab, witnessed the incident and helped me back to my car so I could seek emergency medical care. I was treated at Kaiser Permanente San Jose Emergency Department, where I received stitches for a severe laceration to my left knee. This marked the beginning of a long and painful recovery that continues today.

Physical Pain and Loss of Independence

During the first several weeks after the accident, I could barely move my left leg because of the stitches, swelling, and severe pain. Walking, standing, getting in and out of bed, and even changing positions were extremely difficult. The pain also disrupted my sleep, frequently waking me whenever my leg was not fully extended and leaving me physically and emotionally exhausted.

As part of my rehabilitation, I performed daily exercises and used a yoga strap to manually lift my left leg because I was unable to do so on my own. I was unable to put on my shoes or socks without assistance and became dependent on my family for everyday tasks that I had always managed independently, including bathing, grocery shopping, driving, and transporting my teenage daughter to and from school.

Although the laceration has healed, I continue to experience stiffness and reduced flexibility in my left knee that did not exist before the accident. To manage these ongoing symptoms, I perform daily knee massage and strengthening exercises prescribed by my physical therapist.

Emotional Distress

The emotional impact of this injury has been significant. At 57 years old, I feared I might never fully recover or regain the active, independent lifestyle I previously enjoyed. Although my condition gradually improved, I continued to feel anxious when walking on uneven surfaces, climbing stairs, or using public transportation because I no longer felt confident in my ability to move safely.

Impact on My Family

My injury also affected my family during the first several weeks after the accident. I relied on my husband and daughter for assistance with everyday activities that I had previously managed on my own. I also found it difficult to spend extended periods sitting with my teenage daughter to help her with homework because my knee became painful and stiff. Losing the ability to fulfill these family responsibilities during my recovery was emotionally difficult for me.

Continuing Effects

More than eight months after the accident, I have not fully recovered. Every morning, I begin my day by applying a heating pad and gently massaging my injured left knee to increase blood circulation and reduce the stiffness that develops overnight. This is something I never had to do before the accident and is not necessary for my healthy right knee.

I continue to walk more slowly than I did before the accident and occasionally limp after prolonged walking. Activities I once enjoyed, such as hiking, are now limited to shorter distances on flat surfaces, and I often rely on a walking cane and knee support because extended walking causes discomfort. I also have difficulty with movements that require bending, kneeling, or placing pressure on my left knee. For example, I have difficulty kneeling to perform everyday tasks, such as tying my shoes and picking up items from the floor or lower shelves, including food items while grocery shopping. These limitations also prevent me from participating in activities I previously enjoyed, including yoga, which requires kneeling and placing weight on my left knee.

My greatest concern is my reduced mobility and the lasting impact it has had on my sense of safety and well-being. Since the injury, I experience anxiety whenever I hear news about mass shootings, earthquakes, or other emergencies because I worry that I will not be able to reach safety as quickly as I could before the accident. Before this injury, I never worried about my ability to react in an emergency. Now, the uncertainty about whether I will ever regain my pre-injury mobility has caused me to lose confidence and become a constant source of anxiety. These ongoing physical limitations and their emotional impact continue to affect my daily life.

Conclusion

The injuries I sustained on October 28, 2025, have resulted in months of rehabilitation, ongoing physical discomfort, emotional distress, loss of independence, and a lasting reduction in my quality of life. Although I have made progress, I continue to live with limitations that did not exist before this accident. My medical treatment addressed the initial injury but did not restore the mobility, comfort, and independence I enjoyed before the accident. More than eight months later, the effects of this injury continue to affect my daily life.

These are the physical, emotional, and lifestyle effects I have personally experienced as a result of the injury I sustained on October 28, 2025, and they continue to affect me today.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature:



Date: July 20, 2026

Printed Name:

Winnie Wang

City of Signing: San Jose, CA

Alternate Dispute Resolution (Mediation) options for Small Claims Case

- The Santa Clara County Small Claims Court has a remote mediation program available to Small Claims Litigants prior to their trial. If you are interested in mediation, you may call (408) 828-8547, email adr@scscourt.org or check the website for more information. https://www.scscourt.org/self_help/small_claims/alternatives.shtml
- For disputes between consumers and business entities, you may contact the District Attorney's Consumer Protection Unit about their mediation program. Their website is <https://countyda.sccgov.org/prosecution/departments/consumer-protection-unit>
- You may contact a private mediator by looking online or in the phone book. A private mediator will charge a fee for their service.

From: [April Chan](#)
To: lewisclubs@yahoo.com; [Board \(@samtrans.com\)](mailto:Board (@samtrans.com))
Subject: Re: 292 and 397 lines not stopping and picking up passengers
Date: Monday, August 24, 2026 6:09:52 AM

Thank you Mr. Jones for bringing this to our attention, we appreciate that.

I'm copying our SamTrans team to look into this. Someone will get back to you regarding the incident.

Regards, April Chan

From: Mike Jones <lewisclubs@yahoo.com>
Sent: Saturday, 22 August 2026 14:25:02
To: April Chan <ChanA@samtrans.com>; San Mateo County Transportation Authority <info@smcta.com>
Subject: 292 and 397 lines not stopping and picking up passengers

You don't often get email from lewisclubs@yahoo.com. [Learn why this is important](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders.

Good morning,

I got off work this morning and wanted to take the bus home at 4 am.

I waited at the 1st and mission st stop but the 397 never showed up.

Then I went to 9th and mission and waited for the 292 and it didn't stop. I watched it go right past me and turn on 10th street. Why are your busses not stopping at the designated bus stops!?!?!?



What is the final destination of the 392?!?!

[Sent from Yahoo Mail for iPhone](#)



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APRIL CHAN
GENERAL MANAGER/CEO

August 24, 2026

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: Letter of Support for Assembly Bill (AB) 1944 (Lee) Zero-Emission Transit Buses: Axle Weights – REQUEST FOR SIGNATURE

Dear Governor Newsom,

On behalf of the San Mateo County Transit District (SamTrans), I write to you in support of AB 1944 (Lee), which would update the timeline for axle weight limits that apply to zero-emission buses purchased by public transit agencies. The bill would help align state law with the realities of today's zero-emission bus technology and support transit agencies as they work to comply with the California Air Resources Board's (CARB) Innovative Clean Transit (ICT) regulation.

California requires transit agencies to transition to zero-emission bus fleets, but some of these buses weigh more than traditional diesel buses because of the heavier batteries needed to power them. Many of these zero-emission buses do not meet California's current bus weight limit schedule. AB 1944 addresses this issue by extending the current weight schedule slightly outward so agencies can continue buying the zero-emission buses needed to comply with state requirements.

SamTrans is transitioning its diesel fleet to battery electric and hydrogen fuel cell buses to meet a goal of a 100 percent zero-emission fleet by 2034. As SamTrans moves forward with this transition, there are concerns that the current axle weight limits do not reflect the weight of available zero-emission bus technology and could create challenges for future bus purchases. AB 1944 would help ensure agencies like SamTrans can continue making progress toward state-mandated zero-emission goals.

SAN MATEO COUNTY TRANSIT DISTRICT
166 N. Rollins Road
Millbrae, CA 94030 (650) 508-6200

Governor Newsom

August 24, 2026

Page 2 of 2

For the reasons stated above, SamTrans supports AB 1944 and requests your signature. Please contact SamTrans' Government and Community Affairs Director, Jessica Epstein, at epsteinj@samtrans.com if you have any questions or need additional information.

Sincerely,



April Chan

General Manager/CEO

Cc: San Mateo County Transit District Board of Directors
San Mateo County Transit District State Legislative Delegation



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APRIL CHAN
GENERAL MANAGER/CEO

August 24, 2026

The Honorable Gavin Newsom
Governor, State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

**RE: Letter of Support for Assembly Bill (AB) 1941 (González): Organized Metal Theft –
REQUEST FOR SIGNATURE**

Dear Governor Newsom,

On behalf of the San Mateo County Transit District (SamTrans), I write to respectfully request that you sign Assembly Bill 1941 (González) and to express our support. This bill combats the very concerning rise in metal, and particularly copper, theft from public infrastructure by creating the offense of organized metal theft.

Under AB 1941, it would be a crime for individuals acting together to steal, receive, or possess specified utility and metal materials for the purpose of selling or exchanging them for value. The bill would also apply to anyone who recruits, coordinates, or finances others to carry out metal theft.

California's public infrastructure has seen a troubling rise in metal theft. Theft of copper wire and other essential rail components has led to service interruptions, delays, and broader operational challenges along the Caltrain corridor. These incidents affect thousands of riders who rely on rail service each day to reach work, school, medical appointments, and other destinations throughout the region. Even a single theft can create cascading impacts across the transportation network, disrupting schedules and inconveniencing the communities SamTrans and other transit agencies serve.

The effects extend beyond service reliability. Repairing damaged infrastructure and restoring operations requires considerable staff time and public resources, creating avoidable costs for transit agencies and taxpayers alike. These incidents also present serious safety hazards. Individuals who enter an active rail right-of-way to steal metal place themselves at extreme risk, particularly in areas with energized, high-voltage equipment.

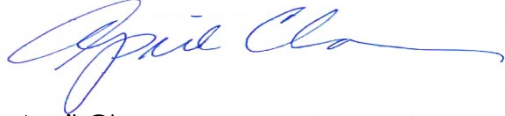
SAN MATEO COUNTY TRANSIT DISTRICT
166 N. Rollins Road
Millbrae, CA 94030 (650) 508-6200

Governor Newsom
August 24, 2026
Page 2 of 2

For these reasons, SamTrans supports AB 1941 and requests your signature as it aims to strengthen protections for public infrastructure and improve security across California's transit systems.

Please contact Government and Community Affairs Director Jessica Epstein at epsteinj@samtrans.com if you have any question or need additional information.

Sincerely,



April Chan
General Manager/CEO

CC: San Mateo County Transit District Board of Directors



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APRIL CHAN
GENERAL MANAGER/CEO

August 24, 2026

The Honorable Dave Cortese
Chair, Senate Transportation Committee
State Capitol, Room 405
Sacramento, CA 95814

RE: Letter of Support for Senate Bill (SB) 741 (Blakespear) LCTOP Reform

Dear Chair Cortese,

On behalf of the San Mateo County Transit District (SamTrans), I write to express our support for Senate Bill (SB) 741 (Blakespear), which would update and make critical improvements to the Low Carbon Transit Operations Program (LCTOP).

Since its creation more than a decade ago, LCTOP has proven to be one of California's most important tools for sustaining and expanding public transit. Funded through the Greenhouse Gas Reduction Fund, the program has delivered millions of dollars both to SamTrans and to our sister transit agencies across the state. SamTrans receives approximately \$2.5 million annually from LCTOP for capital funding.

Unfortunately, LCTOP has grown increasingly difficult and unwieldy to administer. Transit agencies face complicated and redundant documentation, ongoing compliance requirements, and a Caltrans review process that can be inflexible. As a result, agencies must devote staff time and resources to administrative processes that could be better spent supporting service delivery. In the current financial environment for public transit, we are working to maintain service and need every available funding source to operate as efficiently and effectively as possible.

SB 741 would modernize LCTOP by expanding eligible uses to include transit maintenance, simplifying Caltrans' administrative role to mirror existing, effective programs like the State Transit Assistance-State of Good Repair Program, and clarifying that agencies may continue funding previously approved services without having to restart the application process at regular intervals.

SAN MATEO COUNTY TRANSIT DISTRICT
166 N. Rollins Road
Millbrae, CA 94030 (650) 508-6200

The Honorable Dave Cortese

August 24, 2026

Page 2 of 2

These changes would provide important benefits for SamTrans. The bill would give transit agencies greater flexibility to use state funds to preserve existing service and support ongoing operations. SB 741 would also help address one of the most persistent gaps in transit funding; maintenance. Bus operators like SamTrans have very few funding sources available for maintenance and often must rely on local funds for these needs. Allowing LCTOP funds to support maintenance would help keep existing assets in good condition, improve service reliability, and support efficient transit operations.

For these reasons, SamTrans supports SB 741. Please contact Government and Community Affairs Director Jessica Epstein at epsteinj@samtrans.com if you have any question or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "April Chan", with a long horizontal flourish extending to the right.

April Chan
General Manager/CEO

CC: San Mateo County Transit District Board of Directors

From: [Evan Schieber](#)
To: [elevate](#)
Subject: Notice of Preparation - Draft EIR for Elevate San Bruno
Date: Wednesday, August 26, 2026 11:49:48 AM
Attachments: [Elevate San Bruno Notice of Preparation.pdf](#)

You don't often get email from eschieber@sanbruno.ca.gov. [Learn why this is important](#)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders.

To whom it may concern,

In accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15082, the City of San Bruno is releasing this Notice of Preparation (NOP) to inform interested parties that the City of San Bruno, acting as the Lead Agency, is preparing a Draft Environmental Impact Report for Elevate San Bruno. The City is undertaking updates to the General Plan, along with key amendments to the City's Specific Plans and Municipal Code.

The NOP can be found attached to this email. The NOP is being circulated for a 30-day comment period beginning August 26, 2026, and ending 5:00pm on September 25, 2026. Please send comments, along with the contact person in your agency, to:

City of San Bruno
City Community Development Department
Attn: Peter Gilli, Community Development Director
567 El Camino Real
San Bruno, CA 94066
Email: elevate@sanbruno.ca.gov



Evan Schieber
Assistant Planner – Community Development Department
[City of San Bruno](#)
[567 El Camino Real, San Bruno, CA 94066](#)
(650) 745-1764 / ESchieber@sanbruno.ca.gov

***Note:** Standard City Hall hours are Monday to Thursday, 7:30 a.m. to 5:00 p.m.

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CITY OF SAN BRUNO

COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF PREPARATION

DRAFT ENVIRONMENTAL IMPACT REPORT FOR ELEVATE SAN BRUNO

Date: August 26, 2026

Comment Period: August 26, 2026 – September 25, 2026

In accordance with the California Environmental Quality Act (CEQA) and CEQA Guidelines Section 15082, the purpose of this Notice of Preparation (NOP) is to inform interested parties that the City of San Bruno (City), acting as the Lead Agency, is preparing a Draft Environmental Impact Report (EIR) for Elevate San Bruno (proposed project). The City is undertaking updates to the General Plan, along with key amendments to the City's Specific Plans and Municipal Code.

Members of the public and public agencies are invited to provide comments in writing regarding the scope and content of the EIR. For each responsible and trustee agency, please provide the views of your agency as to the scope and content of the environmental information that is germane to your agency's statutory responsibilities in connection with the proposed project. The project description, location, and potential environmental effects are contained in this NOP.

Scoping Meeting: The Planning Commission will hold a Scoping Meeting on September 15, 2026, at 7:00 p.m. to receive written and oral comments on the scope of the EIR. The meeting will be held at the San Bruno Recreation and Aquatics Center Community Room (2nd Floor), at 251 City Park Way, San Bruno, CA 94066. Teleconference participation is offered in the meeting via Zoom as a courtesy to the public. No public comment is accepted via Zoom. Zoom information will be posted on the meeting agenda which will be available no later than 6pm on September 10, 2026, at: <https://www.sanbruno.ca.gov/AgendaCenter/Planning-Commission-8>.

Comments: This NOP is being circulated for a 30-day comment period beginning on August 26, 2026, and ending 5:00 p.m. on September 25, 2026. For responsible and trustee agencies, due to the time limits mandated by State law, your response must be sent at the earliest possible date but not later than 30 days after receipt of this notice. Please send comments, along with the contact person in your agency, to:

City of San Bruno
City Community Development Department
Attn: Peter Gilli, Community Development Director
567 El Camino Real
San Bruno, CA 94066
Email: elevate@sanbruno.ca.gov

Project Location and Description: As shown in Figure 1, *Regional Location Map*, San Bruno is located in San Mateo County, approximately 5 miles south of the City and County of San Francisco. The city is generally bound by the City of South San Francisco to the north, San Francisco International Airport to the east, the City of Millbrae to the south, and the City of Pacifica and areas of unincorporated San Mateo County to the west. The city is accessed by State Route 35, State Route 82, Interstate 280, and Interstate 380. The City is also served by Bay Area Rapid Transit (BART) and Caltrain, providing regional and Peninsula rail connections. The San Bruno planning boundaries are shown in Figure 2, *Planning Boundaries and EIR Study Area*. The EIR Study Area comprises all land within the city limit and the Sphere of Influence.

The City of San Bruno is undertaking an initiative called Elevate San Bruno to strengthen City revenues by encouraging more housing, commercial development, and investment in the city. This initiative will take place as part of a multi-year process that will involve amendments to the City's General Plan to increase the allowed development intensity along major transportation corridors in the City for economic development purposes and to allow additional housing opportunities in lower-density residential neighborhoods in accordance with the City's adopted 2023-2031 Housing Element. Amendments will also be made to the City's Specific Plans, including the Bayhill Specific Plan, Transit Corridors Plan, and Navy Site Specific Plan, the Municipal Code, and other associated documents and plans for consistency.

Probable Environmental Effects of the Project: The EIR for the proposed project will determine whether implementation of the proposed project may result in significant environmental impacts. CEQA requires that an EIR evaluate alternatives to a project that could reasonably attain the project objectives while reducing any significant impact of the project, as well as considering the "No Project" Alternative (i.e., what could happen if the project were not approved). The City anticipates the following topical areas have the potential to result in significant impacts:

- Aesthetics
- Air Quality
- Biological Resources
- Cultural and Tribal Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utilities and System Services
- Wildfire

The City has determined that the proposed project would have no impact on the following environmental topics, due to existing conditions of the city and surrounding area and these issues will therefore not be analyzed in the EIR:

- **Agriculture and Forestry Resources.** The California Department of Conservation designates the EIR Study Area as Urban and Built-Up land and does not identify any farmland or Williamson Act contracts in the EIR Study Area.^{1,2} The California Department of Fire and Forestry Resources also does not identify any timber harvest areas within the EIR Study Area.³ Based on the City of San Bruno and County of San Mateo zoning maps, there are no lands within the EIR Study Area designated for agricultural use or forest and timber production.^{4,5} Therefore, there would be no impact with regard to the loss of valuable agricultural or forestry resources and this issue will not be discussed in the EIR.
- **Mineral Resources.** The California Department of Conservation, Geological Survey classifies lands into Aggregate and Mineral Resource Zones (MRZs) based on guidelines adopted by the California State Mining and Geology Board, as mandated by the Surface Mining and Reclamation Act of 1974. These MRZs identify whether known or inferred significant mineral resources are present in areas. The EIR Study Area is classified as an MRZ-1, indicating that the area has no, or very low potential for, significant mineral resources.⁶ Therefore, there would be no impact with regard to the loss of a valuable mineral resource and this issue will not be discussed in the EIR.

When the Draft EIR is completed, it will be available for review at the following locations:

[ElevateSanBruno.org](https://www.elevatesanbruno.org) and www.sanbruno.ca.gov/1176/Environmental-Review-Documents-CEQAEIR. The City will issue a Notice of Availability of a Draft EIR at that time to inform the public and interested agencies, groups, and individuals of how to access the Draft EIR and provide comments.

¹ California Department of Conservation, 2022, California Important Farmland Finder. <https://maps.conservation.ca.gov/DLRP/CIFF/>, accessed April 7, 2026.

² California Department of Conservation, 2025, Williamson Act Enrollment Finder. <https://maps.conservation.ca.gov/dlrp/WilliamsonAct/App/>, accessed April 7, 2026.

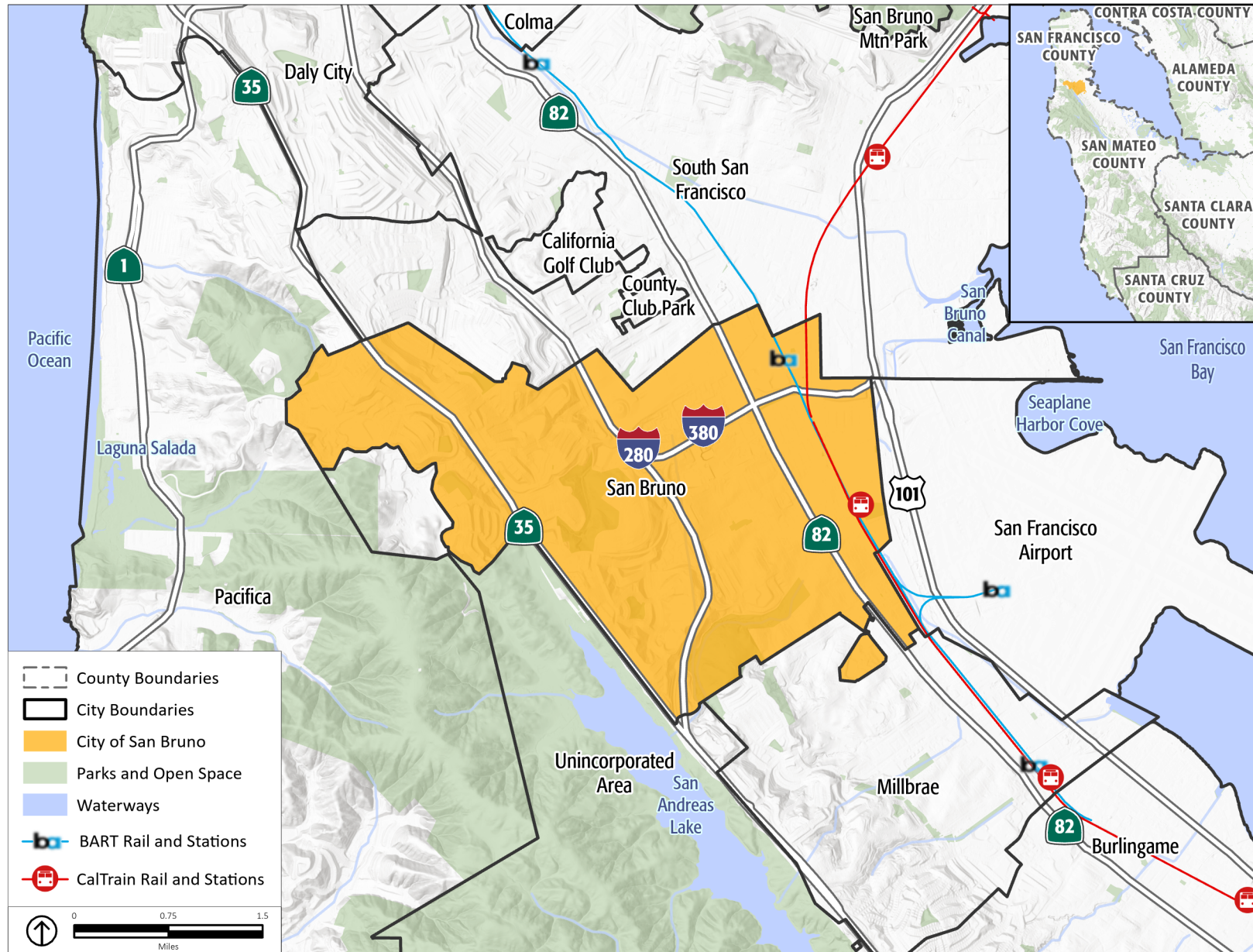
³ California Department of Forestry and Fire Protection, *CAL FIRE Timber Harvest Map*. <https://www.arcgis.com/apps/mapviewer/index.html?webmap=3612180119284a4388d2691ff61d8008v>, accessed April 7, 2026.

⁴ City of San Bruno, March 2026, *City of San Bruno Zoning Map*, <https://sanbruno.ca.gov/DocumentCenter/View/8706/ZoningMapMarch2026>, accessed April 7, 2026.

⁵ County of San Mateo, 2026, *San Mateo County Zoning*. <https://www.smcgov.org/media/73046/download?inline=>, accessed April 7, 2026.

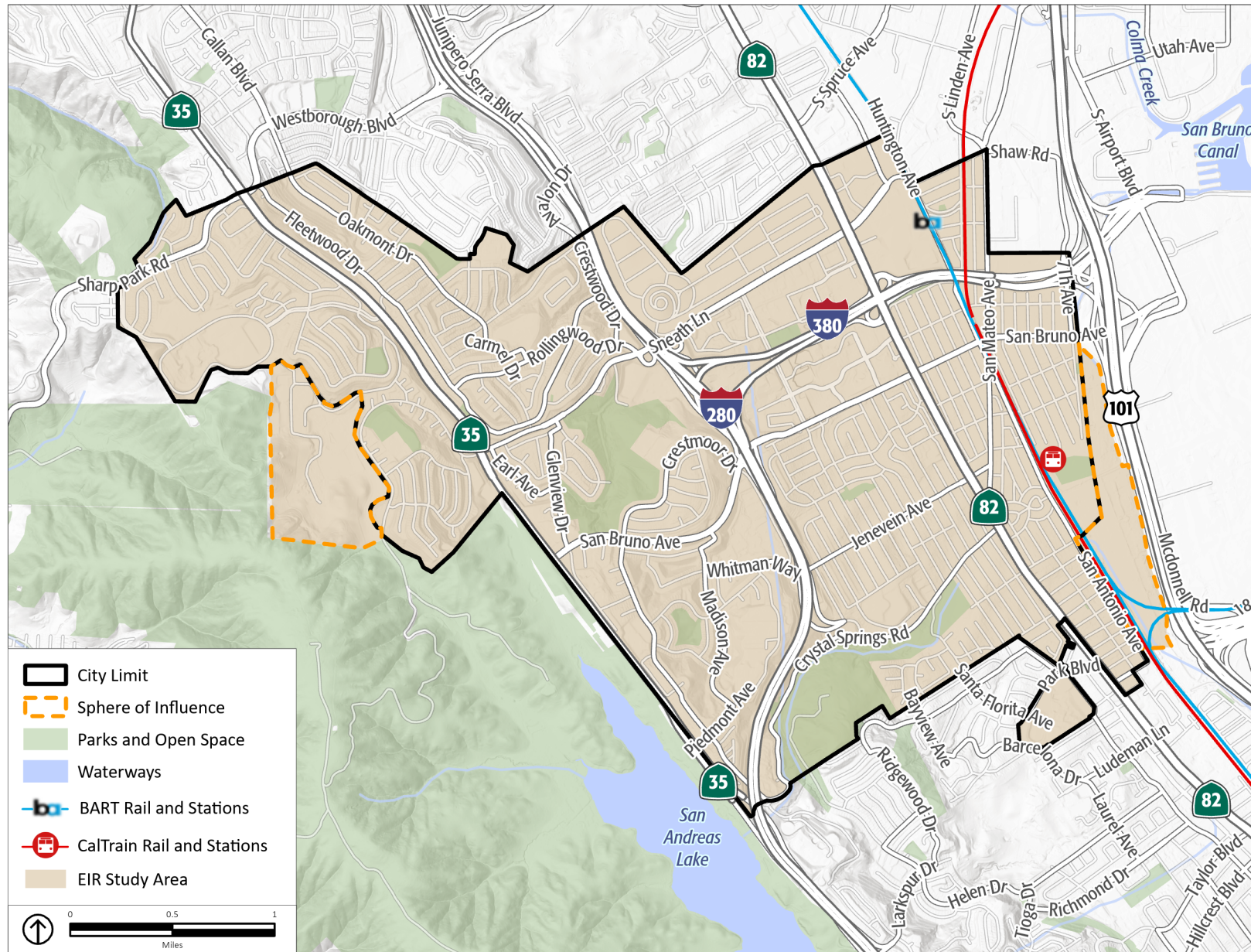
⁶ California Department of Conservation, California Geological Survey, 2024, Mineral Land Classification. <https://maps.conservation.ca.gov/cgs/minerals/?page=Mineral-Land-Classification>, accessed April 7, 2026.

ELEVATE SAN BRUNO DRAFT EIR
CITY OF SAN BRUNO
NOTICE OF PREPARATION



Source: California Department of Transportation 2022; County of San Mateo 2024.

Figure 1
Regional Location Map



Source: California Department of Transportation 2022; County of San Mateo 2024.

Figure 2
San Bruno Planning Boundaries and EIR Study Area