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8 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
9 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No.

77/14-14

12 **QUALITY TRUCK/AUTO OF FRESNO**
13 **ARTHUR R. TERRILL,**
14 **aka ART TERRILL,**
aka ARTHUR ALLEN,
15 **aka ART ALLEN, Owner**
1840 E. Saginaw
Fresno, CA 93726

A C C U S A T I O N

16 **Automotive Repair Dealer Reg. No. ARD 250674,**

17 **AAMCO OF VISTA**
18 **ART TERRILL, OWNER**
19 **1144 South Santa Fe**
Vista, CA 92084

20 **Automotive Repair Dealer Reg. No. ARD 255230,**

21 **and**

22 **AAMCO OF SAN DIEGO**
23 **ART TERRILL, OWNER**
24 **3905 Convoy Street**
San Diego, CA 92111

25 **Automotive Repair Dealer Reg. No. ARD 262279**

26 Respondents.

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1 Complainant alleges:

2 **PARTIES**

3 1. Patrick Dorais ("Complainant") brings this Accusation solely in his official capacity
4 as the Acting Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer
5 Affairs.

6 **Quality Truck/Auto of Fresno**

7 2. On or about May 30, 2007, the Director of Consumer Affairs ("Director") issued
8 Automotive Repair Dealer Registration Number ARD 250674 to Arthur R. Terrill, also known as
9 Art Terrill, Arthur Allen, and Art Allen ("Respondent"), owner of Quality Truck/Auto of Fresno.
10 Respondent's automotive repair dealer registration was in full force and effect at all times
11 relevant to the charges brought herein and will expire on May 31, 2014, unless renewed.

12 **AAMCO of Vista**

13 3. On or about June 19, 2008, the Director issued Automotive Repair Dealer
14 Registration Number ARD 255230 to Respondent, owner of AAMCO of Vista. Respondent's
15 automotive repair dealer registration expired on May 31, 2011.

16 **AAMCO of San Diego**

17 4. On or about June 17, 2010, the Director issued Automotive Repair Dealer
18 Registration Number ARD 262279 to Respondent, owner of AAMCO of San Diego.
19 Respondent's automotive repair dealer registration expired on June 30, 2011.

20 **JURISDICTION**

21 5. Business and Professions Code ("Code") section 9884.7 provides that the Director
22 may revoke an automotive repair dealer registration.

23 6. Code section 9884.13 provides, in pertinent part, that the expiration of a valid
24 registration shall not deprive the Director of jurisdiction to proceed with a disciplinary proceeding
25 against an automotive repair dealer or to render a decision temporarily or permanently
26 invalidating (suspending or revoking) a registration.

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1 10. Code section 9884.7, subdivision (c), states, in pertinent part, that the Director may
2 suspend, revoke, or place on probation the registration for all places of business operated in this
3 state by an automotive repair dealer upon a finding that the automotive repair dealer has, or is,
4 engaged in a course of repeated and willful violations of the laws and regulations pertaining to an
5 automotive repair dealer.

6 11. Code section 22, subdivision (a), states:

7 "Board" as used in any provision of this Code, refers to the board in
8 which the administration of the provision is vested, and unless otherwise expressly
9 provided, shall include "bureau," "commission," "committee," "department,"
"division," "examining committee," "program," and "agency."

10 12. Code section 477, subdivision (b), states, in pertinent part, that a "license" includes
11 "registration" and "certificate."

12 13. California Code of Regulations, title 16, section ("Regulation") 3353 states, in
13 pertinent part:

14 No work for compensation shall be commenced and no charges shall
15 accrue without specific authorization from the customer in accordance with the
following requirements:

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17 (g) Unusual Circumstances; Authorization Required. When the customer
18 is unable to deliver the motor vehicle to the dealer during business hours or if the
19 motor vehicle is towed to the dealer without the customer during business hours, and
the customer has requested the dealer to take possession of the motor vehicle for the
20 purpose of repairing or estimating the cost of repairing the motor vehicle, the dealer
shall not undertake the diagnosing or repairing of any malfunction of the motor
21 vehicle for compensation unless the dealer has complied with all of the following
conditions:

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23 (3) The customer has given oral, written or electronic authorization to the
24 dealer to make the repairs and the dealer has documented the authorization as
provided in subsection (c) and Section 9884.9 of the Business and Professions Code .
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25 14. Regulation 3356 states, in pertinent part:

26 (a) All invoices for service and repair work performed, and parts
27 supplied, as provided for in Section 9884.8 of the Business and Professions Code,
shall comply with the following:

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1 (2) The invoice shall separately list, describe and identify all of the
2 following:

3 (A) All service and repair work performed, including all diagnostic and
4 warranty work, and the price for each described service and repair.

5 (B) Each part supplied, in such a manner that the customer can
6 understand what was purchased, and the price for each described part . . .

7 15. Regulation 3358 states:

8 Each automotive repair dealer shall maintain legible copies of the
9 following records for not less than three years:

10 (a) All invoices relating to automotive repair including invoices received
11 from other sources for parts and/or labor.

12 (b) All written estimates pertaining to work performed.

13 (c) All work orders and/or contracts for repairs, parts and labor. All such
14 records shall be open for reasonable inspection and/or reproduction by the bureau or
15 other law enforcement officials during normal business hours.

16 16. Regulation 3366 states, in pertinent part:

17 (a) Except as provided in subsection (b) of this section, any automotive
18 repair dealer that advertises or performs, directly or through a sublet contractor,
19 automotive air conditioning work and uses the words service, inspection, diagnosis,
20 top off, performance check or any expression or term of like meaning in any form of
21 advertising or on a written estimate or invoice shall include and perform all of the
22 following procedures as part of that air conditioning work:

23 (1) Exposed hoses, tubing and connections are examined for damage or
24 leaks;

25 (2) The compressor and clutch, when accessible, are examined for
26 damage, missing bolts, missing hardware, broken housing and leaks;

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28 (5) The condenser coil is examined for damage, restrictions or leaks;

. . . .

(11) Accessible electrical connections have been examined for loose,
burnt, broken or corroded parts;

(12) The refrigerant in use has been identified and checked for
contamination;

(13) The system has been checked for leakage at a minimum of 50-PSI
system pressure;

(14) The compressor clutch, blower motor and air control doors have
been checked for proper operation;

1 (15) High and low side system operating pressures, as applicable, have
2 been measured and recorded on the final invoice; and,

3 (16) The center air distribution outlet temperature has been measured and
4 recorded on the final invoice.

5 (b) Whenever the automotive air conditioning work being advertised or
6 performed does not involve opening the refrigerant portion of the air conditioning
7 system, refrigerant evacuation, or full or partial refrigerant recharge, the procedures
8 specified in subsection (a) need be performed only to the extent required by accepted
9 trade standards.

10 17. Regulation 3371 states, in pertinent part:

11 No dealer shall publish, utter, or make or cause to be published, uttered,
12 or made any false or misleading statement or advertisement which is known to be
13 false or misleading, or which by the exercise of reasonable care should be known to
14 be false or misleading . . .

15 18. Regulation 3372 states:

16 In determining whether any advertisement, statement, or representation is
17 false or misleading, it shall be considered in its entirety as it would be read or heard
18 by persons to whom it is designed to appeal. An advertisement, statement, or
19 representation shall be considered to be false or misleading if it tends to deceive the
20 public or impose upon credulous or ignorant persons.

21 19. Regulation 3373 states:

22 No automotive repair dealer or individual in charge shall, in filling out an
23 estimate, invoice, or work order, or record required to be maintained by section
24 3340.15(f) of this chapter, withhold therefrom or insert therein any statement or
25 information which will cause any such document to be false or misleading, or where
26 the tendency or effect thereby would be to mislead or deceive customers, prospective
27 customers, or the public.

28 20. Regulation 3375 states, in pertinent part, that for the purposes of this Act (the
Automotive Repair Act) and of these regulations the term "guarantee" and "warranty" have like
meanings.

21 21. Regulation 3376 states, in pertinent part:

22 All guarantees shall be in writing and a legible copy thereof shall be
23 delivered to the customer with the invoice itemizing the parts, components, and labor
24 represented to be covered by such guarantee. A guarantee shall be deemed false and
25 misleading unless it conspicuously and clearly discloses in writing the following:

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1 (a) The nature and extent of the guarantee including a description of all
2 parts, characteristics or properties covered by or excluded from the guarantee, the
3 duration of the guarantee and what must be done by a claimant before the guarantor
4 will fulfill his obligation (such as returning the product and paying service or labor
5 charges).

6 (b) The manner in which the guarantor will perform. The guarantor shall
7 state all conditions and limitations and exactly what the guarantor will do under the
8 guarantee, such as repair, replacement or refund. If the guarantor or recipient of the
9 guarantee has an option as to what may satisfy the guarantee, this must be clearly
10 stated . . .

11 **COST RECOVERY**

12 22. Code section 125.3 provides, in pertinent part, that a Board may request the
13 administrative law judge to direct a licensee found to have committed a violation or violations of
14 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
15 enforcement of the case.

16 **CONSUMER COMPLAINT (ROGERS): 2003 SATURN VUE**

17 23. On or about March 3, 2011, Leodies Rogers ("Rogers") had his 2003 Saturn Vue
18 towed to Respondent's facility located in Fresno, California, for diagnosis due to a problem with
19 the transmission. Respondent's employee, "Richard", checked the vehicle, then recommended a
20 tear down of the transmission at a cost of \$935.00. Rogers authorized the teardown by telephone.

21 24. On or about March 11, 2011, Richard called Rogers and indicated that the
22 transmission needed to be overhauled at a cost of \$3,715.82. Rogers authorized the work.

23 25. On or about March 21, 2011, Rogers went to the facility to pick up the vehicle, paid
24 \$3,715.82 for the repairs, and was given a copy of Invoice No. 109252. The invoice indicated
25 that the transmission repairs, including the installation of a transmission control module, were
26 covered by a 60 month/150,000 mile limited warranty.

27 26. On and between March 28, 2011 and April 28, 2011, Rogers returned the vehicle to
28 the facility on at least three occasions because the "check engine" light was illuminated. The
facility attempted to repair the vehicle, but the problem with the check engine light persisted.

27 27. On or about May 16, 2011, Rogers took the vehicle to Michael Automotive Center
28 ("MAC") located in Fresno for diagnosis. MAC determined that there was an internal

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1 malfunction inside the transmission and recommended that Rogers return the vehicle to
2 Respondent's facility to have the problem repaired under warranty.

3 28. On or about May 25, 2011, Rogers took the vehicle back to Respondent's facility for
4 repair. Respondent told Rogers that the problem was with the computer and not the transmission
5 and that the computer would not be covered under the warranty.

6 29. On or about May 27, 2011, Rogers filed a complaint with the Bureau.

7 30. On August 2, 2011, a Bureau representative went to the facility and requested copies
8 of Respondent's repair records on the vehicle, including all repair orders, invoices, and parts
9 receipts. Respondent claimed that the records were in a corner surrounded by transmissions and
10 that he "could not get to them". The representative told Respondent that he would return later.
11 On and between August 3, 2011, and August 22, 2011, the representative made four additional
12 visits to the facility to obtain the records. Respondent never provided the records to the Bureau.

13 **FIRST CAUSE FOR DISCIPLINE**

14 **(Failure to Comply with the Code)**

15 31. Respondent's Automotive Repair Dealer Registration Number ARD 250674
16 ("Registration No. ARD 250674") is subject to disciplinary action pursuant to Code section
17 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.11 of that Code,
18 in the following material respects: Respondent failed to maintain all records pertaining to the
19 repairs performed on Rogers' 2003 Saturn Vue, or failed to make those records available for
20 inspection by the Bureau.

21 **SECOND CAUSE FOR DISCIPLINE**

22 **(Violations of Regulations)**

23 32. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
24 to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation
25 3353, subdivision (g)(3), in a material respect, as follows: Respondent recorded on Invoice No.
26 109252 the additional repairs that were authorized on the 2003 Saturn Vue, including the
27 teardown of the vehicle and the rebuilding of the transmission, but failed to state the name of the
28 person who authorized the repairs (Rogers).

CONSUMER COMPLAINT (ANULA): 2002 BMW 325CI

33. On or about August 11, 2011, Elisa Anula ("Anula") took her 2002 BMW 325CI to Respondent's facility located in Fresno, California, due to problems with the transmission. Anula signed and received a copy of a written estimate in the amount of \$89.95 for a diagnosis of the vehicle.

34. On or about August 15, 2011, Anula called the facility to check on the status of the vehicle. Respondent told Anula that there was an internal problem in the transmission and that it needed to be rebuilt at an estimated cost between \$3,000.00 and \$4,000.00. Anula told Respondent that she would discuss the matter with her fiancé. Later that same day, Anula called Respondent and declined the repairs. Respondent told Anula that he had already removed the transmission from the vehicle and had torn it apart. Respondent stated that it would cost \$800.00 to reassemble the transmission or \$3,337.00 to rebuild the component. Anula told Respondent that she would call him back. Later, Anula telephoned Respondent and authorized the repairs.

35. On or about August 17, 2011, Respondent called Anula and told her that the vehicle needed a computer at an additional cost of \$800.00. Anula told Respondent that she would not pay him more than \$3,500.00 for the repairs. Respondent assured Anula that the work would not exceed \$3,500.00.

36. On or about August 26, 2011, Anula went to the facility to pick up the vehicle, paid \$3,500 for the repairs, and was given a copy of Invoice No. 109550. The invoice stated that the remanufactured transmission and exchange remanufactured torque converter were covered by a 60 month/150,000 mile limited warranty, that the warranty included "failure in workmanship or installed component as listed" on the repair order, and that the computer, the remanufactured transmission control module ("TCM"), was "warranted for 1 year". Anula left the facility.

37. On or about October 4, 2011, the "check engine" light came on in the vehicle and the transmission began exhibiting the same problems that it had prior to the repairs.

38. On or about October 6, 2011, Anula returned the vehicle to the facility.

39. On or about October 12, 2011, Anula went to the facility to pick up the vehicle after the warranty repairs were completed.

1 40. On or about October 17, 2011, the check engine light came back on in the vehicle and
2 Anula was still experiencing the same problems with the transmission.

3 41. On or about October 25, 2011, a Bureau representative inspected the vehicle using
4 Invoice No. 109550 as a reference. The representative determined that a used TCM had been
5 installed in the vehicle.

6 42. On or about December 17, 2011, the representative went to the facility and met with
7 Respondent. Respondent told the representative that the problems with the vehicle were related
8 to the TCM and not the transmission and that the TCM was not covered under the warranty.

9 **THIRD CAUSE FOR DISCIPLINE**

10 **(Untrue or Misleading Statements)**

11 43. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
12 to Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements
13 which he knew or in the exercise of reasonable care should have known to be untrue or
14 misleading, as follows:

15 a. Respondent represented on Invoice No. 109550 that a remanufactured TCM was
16 installed in Anula's 2002 BMW 325CI when, in fact, a used TCM was installed in the vehicle.

17 b. Respondent represented on Invoice No. 109550 that the repairs listed on the invoice
18 were covered by a 60 month/150,000 mile limited warranty, but failed to disclose the full nature
19 and extent of the warranty, a description of all characteristics or properties covered by or
20 excluded from the warranty, the manner in which Respondent would perform under the warranty,
21 and/or all conditions and limitations on the warranty, as required by Regulation 3376.

22 c. Respondent represented to the Bureau representative that the TCM installed in
23 Annula's 2002 BMW 325CI was not covered under the 60 month/150,000 mile limited warranty.
24 In fact, the TCM was covered under the warranty for 1 year, as set forth on Invoice No. 109550.

25 **FOURTH CAUSE FOR DISCIPLINE**

26 **(Fraud)**

27 44. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
28 to Code section 9884.7, subdivision(a)(4), in that Respondent committed an act constituting

1 fraud, as follows: Respondent obtained payment from Anula for installing a remanufactured
2 TCM in her 2002 BMW 325CI when, in fact, a used TCM was installed in the vehicle.

3 **CONSUMER COMPLAINT (FRANGER): 2001 PONTIAC GRAND PRIX**

4 45. On or about October 11, 2011, Grace Franger ("Franger") had her 2001 Pontiac
5 Grand Prix towed to Respondent's facility located in Fresno, California, to have the transmission
6 diagnosed. Respondent's employee, "Richard", told Franger by telephone that the diagnostic fee
7 would be \$29.95, which Franger authorized. Later that same day, Respondent's employee,
8 "Robyn", called Franger and told her that the transmission needed to be rebuilt at cost of
9 \$2,551.50. Franger authorized the work.

10 46. On or about October 14, 2011, Franger went to the facility to pick up the vehicle, paid
11 \$2,654.85 for the repairs, and received a copy of Invoice No.109718. The invoice stated that the
12 transmission and torque converter would be covered under a 60 month/150,000 limited warranty.

13 47. On or about October 20, 2011, Franger returned the vehicle to the facility for the five
14 day check. Franger told Respondent that the transmission was slipping and that her ABS (Anti-
15 Lock Braking System) light was on. Respondent had his technician(s) recheck the vehicle, but
16 they could not duplicate the slipping problem. Franger told Respondent that the vehicle was not
17 operating properly. Respondent insisted that the transmission was "good" and that the problem
18 was with a bearing.

19 48. In or about November 2011, Franger filed a complaint with the Bureau.

20 49. On or about January 19, 2012, a representative of the Bureau inspected the vehicle
21 and observed that the right front ABS sensor wiring harness was wrapped around the axle and the
22 wiring had been pulled out of the ABS sensor. That same day, the representative went to the
23 facility and informed Respondent of the results of his inspection. Respondent agreed to recheck
24 the vehicle in the representative's presence.

25 50. On or about February 7, 2012, the representative returned to the facility and met with
26 Respondent. The vehicle was raised on a hoist and inspected. Respondent's technician found
27 that the ABS sensor wiring for the right front wheel was wrapped around the axle and that the
28 damage had occurred when the transmission was installed in the vehicle. After discussing the

1 findings with the representative, Respondent denied responsibility for the damage to the ABS
2 sensor wiring harness and refused to replace the ABS sensor under warranty.

3 **FIFTH CAUSE FOR DISCIPLINE**

4 **(Untrue or Misleading Statements)**

5 51. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
6 to Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized a statement
7 which he knew or in the exercise of reasonable care should have known to be untrue or
8 misleading, as follows: Respondent represented on Invoice No. 109718 that the transmission
9 repairs on Franger's 2001 Pontiac Grand Prix were covered by a 60 month/150,000 mile limited
10 warranty, but failed to disclose the full nature and extent of the warranty, a description of all
11 characteristics or properties covered by or excluded from the warranty, the manner in which
12 Respondent would perform under the warranty, and/or all conditions and limitations on the
13 warranty, as required by Regulation 3376.

14 **SIXTH CAUSE FOR DISCIPLINE**

15 **(Gross Negligence)**

16 52. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
17 to Code section 9884.7, subdivision (a)(5), in that Respondent committed acts constituting gross
18 negligence as follows: Respondent failed to properly route and reconnect the ABS sensor during
19 the removal, rebuilding, and reinstallation of the transmission on Franger's 2001 Pontiac Grand
20 Prix, causing the right front ABS sensor wiring harness to become wrapped around the axle and
21 the wiring to be pulled out of the ABS sensor. As a consequence thereof, the ABS system no
22 longer operates, compromising the safety of the occupants/driver.

23 **UNDERCOVER OPERATION #1: 1995 FORD**

24 53. On November 17, 2011, an undercover operator with the Bureau ("operator") took the
25 Bureau's 1995 Ford to Respondent's facility located in Fresno, California. A defective fuse had
26 been installed in the Bureau-documented vehicle, preventing the charging system from
27 functioning. The operator told Respondent's employee, "Richard", that the battery light was on
28 in the vehicle and requested a diagnosis. The operator signed and received a copy of a written

1 estimate in the amount of \$29.95 for an "external diagnostic", then left the facility.

2 54. At approximately 1500 hours that same day, Richard called the operator and told her
3 that there was a problem with the vehicle's alternator and that it would cost \$508.27 to replace the
4 part. The operator told Richard that she would need to speak with her husband first and would
5 call him back. At approximately 1545 hours, the operator called Richard and authorized the
6 work.

7 55. On November 18, 2011, the operator returned to the facility to pick up the vehicle,
8 paid \$537 for the repairs, and was given a copy of Invoice No. [REDACTED] Later that same day, the
9 Bureau inspected the vehicle using Invoice No. [REDACTED] for comparison. The Bureau found that
10 the defective fuse had been replaced on the vehicle, although that repair had not been listed on the
11 invoice, and that the facility had performed an unnecessary repair, as set forth below.

12 **SEVENTH CAUSE FOR DISCIPLINE**

13 **(Untrue or Misleading Statements)**

14 56. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
15 to Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements
16 which he knew or in the exercise of reasonable care should have known to be untrue or
17 misleading, as follows:

18 a. Respondent's employee, Richard, represented to the operator that there was a
19 problem with the alternator on the Bureau's 1995 Ford. In fact, the alternator was in good
20 working condition at the time the vehicle was taken to Respondent's facility. Further, the only
21 repair needed on the vehicle's charging system was the replacement of the defective fuse.

22 b. Respondent falsely represented on Invoice No. [REDACTED] that the alternator on the
23 Bureau's 1995 Ford was not charging.

24 **EIGHTH CAUSE FOR DISCIPLINE**

25 **(Fraud)**

26 57. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
27 to Code section 9884.7, subdivision(a)(4), in that Respondent's employee, Richard, made a false
28 or misleading representation to the operator regarding the Bureau's 1995 Ford, as set forth in

1 subparagraph 56 (a) above, in order to induce the operator to purchase an unnecessary repair on
2 the vehicle, then sold the operator an unnecessary repair, the replacement of the alternator.

3 **NINTH CAUSE FOR DISCIPLINE**

4 **(Failure to Comply with Regulations)**

5 58. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
6 to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation
7 3356, subdivisions (a)(2)(A) and (B), in a material respect as follows: Respondent failed to list,
8 describe or identify on Invoice No. [REDACTED] all repairs performed and each part supplied on the
9 Bureau's 1995 Ford, specifically, the replacement of the defective fuse.

10 **UNDERCOVER OPERATION #2: 1997 CHEVROLET**

11 59. On May 9, 2012, E.G., an undercover operator ("operator") with the Bureau, took the
12 Bureau's 1997 Chevrolet to Respondent's facility located in Fresno, California. The air
13 conditioning ("A/C") compressor clutch coil ground wire below the diode connector on the
14 Bureau-documented vehicle was broken, preventing the A/C system from operating. L.P.,
15 another operator, met with E.G. at the facility (the operators were posing as grandmother and
16 granddaughter). E.G. and L.P. were greeted by Respondent's employee, "Edward". L.P. told
17 Edward that the A/C on the Bureau's vehicle was not blowing cold air, then handed him a
18 coupon for a "Free A/C Check" that Respondent was advertising on the internet. E.G. signed and
19 received a copy of a written estimate for a free A/C check, then she and L.P. left the facility.

20 60. At approximately 1515 hours that same day, Edward called L.P. and told her that
21 there was an electrical problem with the vehicle, but it was not with the A/C system, that it would
22 take one to two hours to check the electrical system, and that the work would cost \$89.95. L.P.
23 told Edward that she would need to discuss it with her grandmother and would call him back. At
24 approximately 1530 hours, L.P. called Edward and authorized the diagnosis.

25 61. On May 10, 2012, at approximately 1000 hours, Edward called L.P. and informed her
26 that there was an electrical short to the A/C clutch. Edward stated that the diagnosis and repair
27 would cost a total of \$125. L.P. told Edward that she would call him back. At approximately
28 1015 hours, L.P. called Edward and authorized the work. At approximately 1400 hours, E.G. and

1 L.P. went to the facility to retrieve the vehicle. E.G. met with a man, who identified himself as
2 "Art". E.G. paid Art \$126 in cash and was given a copy of an invoice.

3 62. On May 14, 2012, the Bureau inspected the vehicle and found that the broken ground
4 wire to the A/C compressor had been repaired; however, the facility had failed to properly
5 perform the work, constituting gross negligence.

6 **TENTH CAUSE FOR DISCIPLINE**

7 **(Gross Negligence)**

8 63. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
9 to Code section 9884.7, subdivision (a)(5), in that Respondent committed an act constituting
10 gross negligence, as follows: Respondent failed to properly repair the A/C compressor electrical
11 ground wire on the Bureau's 1997 Chevrolet truck in that Respondent removed and/or discarded
12 the in-line diode that protects the electrical components from voltage spikes, and stripped the wire
13 of insulation, exposing bare wire, that was loosely twisted together, which connection failed when
14 little pressure was applied to the wiring harness.

15 **ELEVENTH CAUSE FOR DISCIPLINE**

16 **(Departure from Trade Standards)**

17 64. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
18 to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or
19 disregarded accepted trade standards for good and workmanlike repair without the consent of the
20 owner or the owner's duly authorized representative, in the following material respects:

21 a. Respondent failed to record on the invoice the high and low side system operating
22 pressures of the A/C system on the Bureau's 1997 Chevrolet truck, as required by Regulation
23 3366, subdivision (a)(15).

24 b. Respondent failed to record on the invoice the center air distribution outlet
25 temperature of the AC system, as required by Regulation 3366, subdivision (a)(16).

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1 **UNDERCOVER OPERATION #3: 2000 TOYOTA**

2 65. On June 20, 2012, an undercover operator with the Bureau ("operator") took the
3 Bureau's 2000 Toyota to Respondent's facility located in Fresno, California. The A/C system on
4 the Bureau-documented vehicle was not functioning and was empty of refrigerant due to a small
5 hole that had been made in the A/C condenser core. The operator told Respondent's employee,
6 "Jed", that the A/C was not blowing cold, then gave him a coupon for a "Free A/C Check" that
7 Respondent was advertising on the internet. Jed had the operator sign a written estimate for a free
8 A/C system check and gave her a copy. The operator left the facility.

9 66. At approximately 1230 hours that same day, the operator received a call from "Art".
10 Art told the operator that the A/C system was completely out of refrigerant, that they needed to
11 fill the system with refrigerant and dye to locate the leak, and that it would cost \$129 for the
12 work. The operator told Art that she would need to call him back. At approximately 1235 hours,
13 the operator called Art and authorized the repair.

14 67. At approximately 1430 hours, Jed called the operator and told her that there was a
15 leak in the A/C condenser and that it would cost \$442.32 to replace the condenser. The operator
16 declined the repair.

17 68. At approximately 1530 hours, the operator returned to the facility to pick up the
18 vehicle and met with a man, who identified himself as "Art Allen", the owner. Art reduced the
19 price of the repair to \$99.00 plus tax. The operator paid Art \$106.90 in cash and received a copy
20 of Invoice No. [REDACTED]

21 69. On June 22, 2012, the Bureau inspected the vehicle using the invoice for comparison
22 and found, among other things, that there was no refrigerant in the A/C system (due to the hole in
23 the A/C condenser), and that dye had been added to the system, although that repair was not listed
24 on the invoice.

25 **TWELFTH CAUSE FOR DISCIPLINE**

26 **(False Advertising)**

27 70. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
28 to Code section 9884.7. subdivision (a)(6). in that Respondent failed to comply with Regulation

1 3371 by publishing, uttering, or making, or causing to be published, uttered, or made false or
2 misleading statements or advertisements which are known to be false or misleading, or which by
3 the exercise of reasonable care should be known to be false or misleading, as follows:

4 Respondent represented on the advertisement/coupon, described in paragraph 65 above, that the
5 A/C check would be "free". In fact, the A/C system check on the Bureau's 2000 Toyota was not
6 "free" in that Respondent charged the operator for an A/C service or evaluation of the leak on the
7 vehicle. The leak evaluation and examination of the condenser were required to be performed on
8 the vehicle as provided in Regulation 3366, subdivision (a), and should have been included in the
9 "free" A/C system check.

10 **THIRTEENTH CAUSE FOR DISCIPLINE**

11 **(Untrue or Misleading Statements)**

12 71. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
13 to Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized a statement
14 which he knew or in the exercise of reasonable care should have known to be untrue or
15 misleading, as follows: Respondent represented on the invoice that the refrigerant on the
16 Bureau's 2000 Toyota met manufacturer's specifications. In fact, the A/C system was empty of
17 refrigerant at the time the vehicle was taken to Respondent's facility.

18 **FOURTEENTH CAUSE FOR DISCIPLINE**

19 **(Departure from Trade Standards)**

20 72. Respondent's Registration No. ARD 250674 is subject to disciplinary action pursuant
21 to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or
22 disregarded accepted trade standards for good and workmanlike repair without the consent of the
23 owner or the owner's duly authorized representative, in the following material respects:

24 a. Respondent failed to record on the invoice the high and low side system operating
25 pressures of the A/C system on the Bureau's 2000 Toyota, as required by Regulation 3366,
26 subdivision (a)(15).

27 b. Respondent failed to record on the invoice the center air distribution outlet
28 temperature of the AC system, as required by Regulation 3366, subdivision (a)(16).

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4. Taking such other and further action as deemed necessary and proper.

DATED

: August 30, 2013



PATRICK DORAIS
Acting Chief
Bureau of Automotive Repair
Department of Consumer Affairs
State of California
Complainant

SA2013109274