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

11  
12 In the Matter of the Accusation Against:  
13 **RAMANBHAI A. PATEL, OWNER,**  
14 **dba A TO Z AUTO BODY SHOP,**  
5042 Lincoln Avenue  
15 Cypress, CA 90630-2905  
16 **Automotive Repair Dealer No. ARD 149219**  
17 Respondent.

Case No. 77/15-55  
**ACCUSATION**

18  
19 Complainant alleges:

20 **PARTIES**

21 1. Patrick Dorais (Complainant) brings this Accusation solely in his official capacity as  
22 the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs.

23 2. In 1989, the Bureau of Automotive Repair (BAR) issued Automotive Repair Dealer  
24 Registration Number ARD 149219 (Registration) to Ramanbhai A. Patel, Owner, doing business  
25 as, A to Z Auto Body Shop (Respondent). The Automotive Repair Dealer Registration was  
26 cancelled on September 11, 2014, and has not been renewed.

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1 (1) Making or authorizing in any manner or by any means whatever any  
2 statement written or oral which is untrue or misleading, and which is known, or  
3 which by the exercise of reasonable care should be known, to be untrue or  
4 misleading.

5 . . . .  
6 (4) Any other conduct which constitutes fraud.

7 . . . .  
8 (6) Failure in any material respect to comply with the provisions of this  
9 chapter or regulations adopted pursuant to it.

10 (7) Any willful departure from or disregard of accepted trade standards for  
11 good and workmanlike repair in any material respect, which is prejudicial to  
12 another without consent of the owner or his or her duly authorized representative.

13 (8) Making false promises of a character likely to influence, persuade, or  
14 induce a customer to authorize the repair, service, or maintenance of automobiles.

15 . . . .

16 (c) Notwithstanding subdivision (b), the director may suspend, revoke, or  
17 place on probation the registration for all places of business operated in this state  
18 by an automotive repair dealer upon a finding that the automotive repair dealer  
19 has, or is, engaged in a course of repeated and willful violations of this chapter, or  
20 regulations adopted pursuant to it.

21 9. Section 9884.8 of the Code states:

22 All work done by an automotive repair dealer, including all warranty work,  
23 shall be recorded on an invoice and shall describe all service work done and parts  
24 supplied. Service work and parts shall be listed separately on the invoice, which  
25 shall also state separately the subtotal prices for service work and for parts, not  
26 including sales tax, and shall state separately the sales tax, if any, applicable to each.  
27 If any used, rebuilt, or reconditioned parts are supplied, the invoice shall clearly  
28 state that fact. If a part of a component system is composed of new and used, rebuilt  
or reconditioned parts, that invoice shall clearly state that fact. The invoice shall  
include a statement indicating whether any crash parts are original equipment  
manufacturer crash parts or nonoriginal equipment manufacturer aftermarket crash  
parts. One copy of the invoice shall be given to the customer and one copy shall be  
retained by the automotive repair dealer.

10. Section 9884.9 of the Code states:

(a) The automotive repair dealer shall give to the customer a written estimated  
price for labor and parts necessary for a specific job. No work shall be done and no  
charges shall accrue before authorization to proceed is obtained from the customer.  
No charge shall be made for work done or parts supplied in excess of the estimated  
price without the oral or written consent of the customer that shall be obtained at  
some time after it is determined that the estimated price is insufficient and before  
the work not estimated is done or the parts not estimated are supplied. Written  
consent or authorization for an increase in the original estimated price may be  
provided by electronic mail or facsimile transmission from the customer. The

1 bureau may specify in regulation the procedures to be followed by an automotive  
2 repair dealer if an authorization or consent for an increase in the original estimated  
3 price is provided by electronic mail or facsimile transmission. If that consent is  
4 oral, the dealer shall make a notation on the work order of the date, time, name of  
5 person authorizing the additional repairs and telephone number called, if any,  
6 together with a specification of the additional parts and labor and the total additional  
7 cost, and shall do either of the following:

8 (1) Make a notation on the invoice of the same facts set forth in the notation  
9 on the work order.

10 (2) Upon completion of the repairs, obtain the customer's signature or initials  
11 to an acknowledgment of notice and consent, if there is an oral consent of the  
12 customer to additional repairs, in the following language:

13 I acknowledge notice and oral approval of an increase in the original  
14 estimated price.

15 \_\_\_\_\_  
16 (signature or initials)

17 Nothing in this section shall be construed as requiring an automotive repair  
18 dealer to give a written estimated price if the dealer does not agree to perform the  
19 requested repair.

20 (b) The automotive repair dealer shall include with the written estimated  
21 price a statement of any automotive repair service that, if required to be done, will  
22 be done by someone other than the dealer or his or her employees. No service  
23 shall be done by other than the dealer or his or her employees without the consent  
24 of the customer, unless the customer cannot reasonably be notified. The dealer  
25 shall be responsible, in any case, for any service in the same manner as if the  
26 dealer or his or her employees had done the service.

27 (c) In addition to subdivisions (a) and (b), an automotive repair dealer, when  
28 doing auto body or collision repairs, shall provide an itemized written estimate for  
all parts and labor to the customer. The estimate shall describe labor and parts  
separately and shall identify each part, indicating whether the replacement part is  
new, used, rebuilt, or reconditioned. Each crash part shall be identified on the  
written estimate and the written estimate shall indicate whether the crash part is an  
original equipment manufacturer crash part or a nonoriginal equipment  
manufacturer aftermarket crash part.

(d) A customer may designate another person to authorize work or parts  
supplied in excess of the estimated price, if the designation is made in writing at  
the time that the initial authorization to proceed is signed by the customer. The  
bureau may specify in regulation the form and content of a designation and the  
procedures to be followed by the automotive repair dealer in recording the  
designation. For the purposes of this section, a designee shall not be the  
automotive repair dealer providing repair services or an insurer involved in a claim  
that includes the motor vehicle being repaired, or an employee or agent or a person  
acting on behalf of the dealer or insurer.

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1 11. Section 9884.11 of the Code states:

2 "Each automotive repair dealer shall maintain any records that are required by regulations  
3 adopted to carry out this chapter [the Automotive Repair Act]. Those records shall be open for  
4 reasonable inspection by the chief or other law enforcement officials. All of those records shall  
5 be maintained for at least three years."

6 12. Section 9889.50 of the Code states:

7 The Legislature finds the following:

8 (1) Thousands of California automobile owners each year require repair of  
9 their vehicles as a result of collision or other damage.

10 (2) California automobile owners are suffering direct and indirect harm  
through unsafe, improper, incompetent, and fraudulent auto body repairs.

11 (3) There is a lack of proper training and equipment that auto body repair  
12 shops need to meet the demands of the highly evolved and sophisticated  
automobile manufacturing industry.

13 (4) California has no minimum standards or requirements for auto body  
14 repair shops.

15 (5) Existing laws currently regulating the auto body industry could be  
strengthened.

16 (6) There is a compelling need to increase competency and standards for the  
17 auto body repair industry.

18 13. Section 9889.51 of the Code states:

19 "'Auto body repair shop' means a place of business operated by an automotive repair dealer  
20 where automotive collision repair or reconstruction of automobile or truck bodies is performed."

21 **REGULATORY PROVISIONS**

22 14. California Code of Regulations, title 16, (CCR) section 3353, states, in pertinent part:

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

25 (a) Estimate for Parts and Labor. Every dealer shall give to each customer a  
26 written estimated price for labor and parts for a specific job.

27 (b) Estimate for Auto Body or Collision Repairs. Every dealer, when doing  
28 auto body or collision repairs, shall give to each customer a written estimated price  
for parts and labor for a specific job. Parts and labor shall be described separately  
and each part shall be identified, indicating whether the replacement part is new,

1 used, rebuilt or reconditioned. The estimate shall also describe replacement crash  
2 parts as original equipment manufacturer (OEM) crash parts or non-OEM  
3 aftermarket crash parts.

4 (c) Additional Authorization. The dealer shall obtain the customer's  
5 authorization before any additional work not estimated is done or parts not  
6 estimated are supplied. This authorization shall be in written, oral, or electronic  
7 form, and shall describe additional repairs, parts, labor and the total additional  
8 cost.

9 (1) If the authorization from the customer for additional repairs, parts, or  
10 labor in excess of the written estimated price is obtained orally, the dealer shall  
11 also make a notation on the work order and on the invoice of the date, time, name  
12 of the person authorizing the additional repairs, and the telephone number called,  
13 if any, together with the specification of the additional repairs, parts, labor and the  
14 total additional costs.

15 (2) If the authorization from the customer for additional repairs, parts, or  
16 labor in excess of the written estimated price is obtained by facsimile transmission  
17 (fax), the dealer shall also attach to the work order and the invoice, a faxed  
18 document that is signed and dated by the customer and shows the date and time of  
19 transmission and describes the additional repairs, parts, labor and the total  
20 additional cost.

21 (3) If the authorization from the customer for additional repairs, parts, or  
22 labor in excess of the written estimated price is obtained by electronic mail (e-  
23 mail), the dealer shall print and attach to the work order and invoice, the e-mail  
24 authorization which shows the date and time of transmission and describes the  
25 additional repairs, parts, labor, and the total additional costs.

26 (4) The additional repairs, parts, labor, total additional cost, and a statement  
27 that the additional repairs were authorized either orally, or by fax, or by e-mail  
28 shall be recorded on the final invoice to Section 9884.9 of the Business and  
Professions Code. All documentation must be retained pursuant to Section  
9884.11 of the Business and Professions Code.

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29 (e) Revising an Itemized Work Order. If the customer has authorized  
30 repairs according to a work order on which parts and labor are itemized, the dealer  
31 shall not change the method of repair or parts supplied without the written, oral,  
32 electronic authorization of the customer. The authorization shall be obtained from  
33 the customer as provided in subsection (c) and Section 9884.9 of the Business and  
34 Professions Code.

.....

35 (g) Definitions. As used in this section, "written " shall mean the  
36 communication of information or information in writing, other than by electronic  
37 means; "oral" shall mean the oral communication of information either in person or  
38 telephonically; "electronic" shall mean the communication of information by  
facsimile transmission (fax) or electronic mail (e-mail).

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1 15. CCR section 3356, states, in pertinent part:

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

4 “(1) The invoice shall show the automotive repair dealer's registration number and the  
5 corresponding business name and address as shown in the Bureau's records. If the automotive  
6 repair dealer's telephone number is shown, it shall comply with the requirements of subsection (b)  
7 of Section 3371 of this chapter.

8 “...”

9 16. CCR section 3358, states:

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

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

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

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

18 17. CCR section 3365, states, in pertinent part:

19 “The accepted trade standards for good and workmanlike auto body and frame repairs shall  
20 include, but not be limited to, the following:

21 “(a) Repair procedures including but not limited to the sectioning of component parts, shall  
22 be performed in accordance with OEM service specification or nationally distributed and  
23 periodically updated service specifications that are generally accepted by the autobody repair  
24 industry.

25 “...”

26 18. CCR section 3371, states:

27 No dealer shall publish, utter, or make or cause to be published, uttered, or  
28 made any false or misleading statement or advertisement which is known to be  
false or misleading, or which by the exercise of reasonable care should be known  
to be false or misleading. Advertisements and advertising signs shall clearly show  
the following:

1 (a) Firm Name and Address. The dealer's firm name and address as they  
appear on the State registration certificate as an automotive repair dealer; and

2 (b) Telephone Number. If a telephone number appears in an advertisement  
3 or on an advertising sign, this number shall be the same number as that listed for  
4 the dealer's firm name and address in the telephone directory, or in the telephone  
company records if such number is assigned to the dealer subsequent to the  
publication of such telephone directory.

5 19. CCR section 3373, states:

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

11 **COST REIMBURSEMENT**

12 20. Section 125.3 of the Code provides, in pertinent part, that the Board may request the  
13 administrative law judge to direct a licentiate 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, with failure of the licentiate to comply subjecting the license to not  
16 being renewed or reinstated. If a case settles, recovery of investigation and enforcement costs  
17 may be included in a stipulated settlement.

18 **RESTITUTION**

19 21. Section 11519, subdivision (d) of the Government Code provides, in pertinent part,  
20 that the Director may require restitution of damages suffered as a condition of probation in the  
21 event probation is ordered.

22 **FACTS**

23 22. At all times alleged in this Accusation, any allegation of fraud refers to actual fraud.  
24 In the alternative, fraud refers to constructive fraud as defined in Civil Code sections 1571-1573.

25 23. At all times alleged in this Accusation, Ramanbhai A. Patel (Patel) and Joura Singh  
26 (Singh) were acting within the course and scope of a technician, employee, partner, officer,  
27 owner, or member of Respondent.

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CONSUMER COMPLAINT (RW)

1  
2       24. On November 17, 2013, RW's 2009 Mercedes Benz E350 sustained collision damage  
3 to the front bumper, left front fender and left front suspension, inclusive of the left front wheel.  
4 On November 18, 2013, RW filed a claim with his insurance provider, Mercury Insurance  
5 Company (Mercury). That same day he drove his vehicle to Respondent's facility to have repairs  
6 performed. Singh, the manager of Respondent's facility, told RW that he would have to perform  
7 a tear down to determine the extent of the damage. Singh had RW sign a three page work order  
8 authorizing the tear down and granting power of attorney to Respondent to endorse insurance  
9 checks.

10       25. On or about November 20, 2013, RW returned to the facility and met with Singh.  
11 RW was provided with a five page repair estimate prepared by the Mercury adjuster, which  
12 itemized the needed repairs for a total price of \$6,928.23. All parts were to be original equipment  
13 manufacturer (OEM) parts. On that same date Mercury issued a check for the full amount of the  
14 repairs, payable to A to Z Auto Body and RW. RW told Singh that he was leaving the country  
15 and requested the vehicle be delivered to his house when it was finished.

16       26. On December 12, 2013, a supplemental repair estimate was prepared by Mercury.  
17 This supplemental estimate reflected the installation of a remanufactured bumper cover instead of  
18 an OEM part. The new amount on the supplemental estimate was \$4,956.23.

19       27. On or about November 30, 2013 RW left the country. On December 10, 2013 RW  
20 returned home and examined the Mercedes. He noticed the left front wheel did not appear to be  
21 new. The wheel appeared to have been painted.

22       28. On or about January 20, 2014, RW spoke with Singh regarding the wheel. Singh told  
23 him that the wheel was new, but damaged and repaired by Respondent before it was installed.

24       29. On or about February 3, 2014, RW brought the Mercedes to his dealer for routine  
25 maintenance. While there, he had the service technician examine the repairs performed by  
26 Respondent, to make sure they were done properly. RW was notified that the left front fender  
27 was manufactured in Taiwan and was not an OEM part. He was also told that the left front wheel  
28 was not new.

1 30. RW contacted Respondent for an explanation as to why the repairs were not  
 2 performed as they should have been. He did not receive a response from Respondent. On  
 3 February 24, 2014, RW filed a complaint with the BAR.

4 31. On or about April 2, 2014, BAR representatives inspected RW's vehicle and  
 5 compared their observations with the Mercury supplemental estimate of record. The following  
 6 parts were not replaced and the collision repairs were not performed as called for in the estimate  
 7 of record:

Line Item No. on Estimate	Description	Part	Labor	Paint
14	Remove/Replace L Fender Panel (Alum)	\$375.00	3.5	2.6
18	Line Markup %20.00	\$75.00		
24	Remove/Replace Front Alloy Wheel	\$960.00	0.3	
26	Overhaul L Front Suspension Components		6.6	
30	Remove/Replace L Front Suspension Strut	\$224.00	INC	
32	Remove/Replace L Front Lower Suspension Control Arm Assembly	\$110.00	INC	
33	Remove/Replace L Front Suspension Tension Rod	\$202.00	INC	
35	Remove/Replace Front Engine Under Cover	\$104.00	INC	
Subtotal parts	\$2,050.00			
Subtotal body labor 3.8 hours at \$43.00/hr.	\$163.40			
Subtotal paint labor 2.6 hours at \$43.00/hr.	\$111.80			
Subtotal mechanical labor 6.6 hours at \$75.00/hr.	\$495.00			
<b>Subtotal</b>	<b>\$2,820.20</b>			
Subtotal tax at 8.00%	\$164.00			
<b>TOTAL FRAUD</b>	<b>\$2,984.20</b>			



1           41. AA did not receive an estimate for the repairs and did not have any contact with  
2 Respondent until Singh, the manager of Respondent's facility, called her on or about June 12,  
3 2014 to tell her additional work needed to be performed.

4           42. On June 5, 2014, a AAA adjuster examined the vehicle and prepared a four page  
5 repair estimate, which itemized the needed repairs for a total price of \$5,782.37, which included  
6 AA's \$500.00 deductible. All parts were to be OEM parts. On June 6, 2014 AAA issued a joint  
7 check payable to Respondent and AA in the amount of \$5,282.37.

8           43. On or about June 17, 2014, AA visited Respondent's facility to pay her \$500.00  
9 insurance deductible and pick up the Toyota.

10           44. During the investigation of this matter by the BAR representatives, Respondent was  
11 unable to produce for inspection the estimate, work order, invoice, parts purchase invoices for the  
12 work performed or any other documentation on the work performed on AA's Toyota.

13           45. On or about August 4, 2014, BAR representatives inspected AA's vehicle and  
14 compared their observations with the AAA supplemental estimate of record. The following parts  
15 were not replaced and the collision repairs were not performed as called for in the estimate of  
16 record:

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Line Item No. on Estimate	Description	Part	Labor	Paint
2	Remove/Replace Front Bumper Cover	\$205.00	2.6	2.6
23	Remove/Replace Front Exhaust Pipe	\$238.40	0.8	
26	Repair Right Floor Panel		4.0	
Subtotal parts		\$443.40		
Subtotal body labor 7.4 hours at \$42.00/hr.		\$310.80		
Subtotal paint labor 2.6 hours at \$42.00/hr.		\$109.20		
<b>Subtotal</b>		<b>\$863.40</b>		
Subtotal tax at 8.00%		\$35.47		
<b>TOTAL FRAUD</b>		<b>\$898.87</b>		

46. For Line Item Number 2, Respondent failed to install an OEM front bumper cover. A non OEM aftermarket part was installed.

47. For Line Item Number 23, Respondent failed to install a new OEM front exhaust pipe. The exhaust pipe was repaired instead of replaced.

48. For Line Item Number 26, Respondent failed to repair the right floor panel in a good and workmanlike manner. The floor panel remained bent and buckled after the repair was completed.

**FIRST CAUSE FOR DISCIPLINE**

**(Untrue or Misleading Statements)**

49. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 22-48.

50. Respondent's registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized in any manner or by any means whatever any statement written or oral which is untrue or misleading, and which is known, or

1 which by the exercise of reasonable care should be known, to be untrue or misleading in the  
2 following respect.

3 51. For the RW transaction, Respondent charged Mercury \$2,984.20, to remove and  
4 replace with OEM parts, the left fender panel; the left front wheel; the left front strut; the left  
5 lower suspension control arm assembly; the left front suspension tension rod and the front engine  
6 under cover. In truth and in fact, as Respondent knew, these services and repairs were not done.  
7 Respondent intended Mercury to rely on this statement to persuade Mercury to pay Respondent.  
8 Mercury justifiably relied on this misrepresentation. As a result, Mercury paid Respondent  
9 \$2,984.20 for these repairs and services.

10 52. In addition, for the RW transaction, Respondent failed to perform repairs to the front  
11 bumper cover assembly in a good and workmanlike manner. Respondent knew, these services  
12 and repairs were not done properly. Respondent intended Mercury to rely on Respondent's  
13 performance of this repair in a proper manner in order to persuade Mercury to pay Respondent.  
14 Mercury justifiably relied on this misrepresentation. As a result, Mercury paid Respondent  
15 \$824.20 for these repairs and services.

16 53. For the AA transaction, Respondent charged Automobile Club of Southern California  
17 Insurance Company \$898.87, to remove and replace with OEM parts, the front bumper cover and  
18 the front exhaust pipe. In addition, Respondent charged to repair the right front floor panel. In  
19 truth and in fact, as Respondent knew, these services and repairs were not done. Respondent  
20 intended Automobile Club of Southern California Insurance Company to rely on this statement to  
21 persuade Automobile Club of Southern California Insurance Company to pay Respondent.  
22 Automobile Club of Southern California Insurance Company justifiably relied on this  
23 misrepresentation. As a result, Automobile Club of Southern California Insurance Company paid  
24 Respondent \$898.87 for these services and repairs.

25 **SECOND CAUSE FOR DISCIPLINE**

26 **(Fraud)**

27 54. Complainant re-alleges and incorporates by reference the allegations set forth above  
28 in paragraphs 22-48.





1 **FIFTH CAUSE FOR DISCIPLINE**

2 **(Failure to Produce Records )**

3 63. Complainant re-alleges and incorporates by reference the allegations set forth above  
4 in paragraphs 22-48.

5 64. Respondent's registration is subject to disciplinary action under Code section 9884.7,  
6 subdivision (a)(6), in conjunction with Code section 9884.11 and CCR section 3358, for failure  
7 to produce records upon the Bureau's request in the following respect.

8 65. For the RW transaction, Respondent failed to produce a parts invoice for the purchase  
9 of the fender for inspection and/or reproduction by the Bureau.

10 66. For the AA transaction, Respondent was unable to produce for inspection, by the  
11 Bureau, the estimate, work order, invoice, parts purchase invoices for the work performed or any  
12 other documentation on the work performed on AA's Toyota.

13 **SIXTH CAUSE FOR DISCIPLINE**

14 **(Willful Disregard of Accepted Trade Standards)**

15 67. Complainant re-alleges and incorporates by reference the allegations set forth above  
16 in paragraphs 22-48.

17 68. Respondent's registration is subject to disciplinary action under Code section 9884.7,  
18 subdivision (a) (7), in that Respondent willfully departed from or disregarded accepted trade  
19 standards for good and workmanlike repair in a material respect which was prejudicial to another  
20 without consent of the owner or his or her duly authorized representative.

21 69. For the RW transaction, Respondent failed to perform repairs to the front bumper  
22 cover assembly in a good and workmanlike manner.

23 70. For the AA transaction, Respondent failed to repair the right floor panel in a good and  
24 workmanlike manner.

25 **SEVENTH CAUSE FOR DISCIPLINE**

26 **(False Promises)**

27 71. Complainant re-alleges and incorporates by referencce the allegations set forth above  
28 in paragraphs 22-48.

1           72. Respondent's registration is subject to disciplinary action under Code section 9884.7,  
2 subdivision (a)(8), in that Respondent made a false promise of a character likely to influence,  
3 persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile  
4 in the following respect.

5           73. For the RW transaction, Respondent charged Mercury \$2,984.20, to remove and  
6 replace, with OEM parts, the left fender panel; the left front wheel; the left front strut; the left  
7 lower suspension control arm assembly; the left front suspension tension rod and the front engine  
8 under cover. In truth and in fact, as Respondent knew, these services and repairs were not done.  
9 Respondent intended Mercury to rely on this statement to persuade Mercury to pay Respondent.  
10 Mercury justifiably relied on this misrepresentation. As a result, Mercury paid Respondent  
11 \$2,984.20 for these repairs and services.

12           74. In addition, for the RW transaction, Respondent failed to perform repairs to the front  
13 bumper cover assembly in a good and workmanlike manner. Respondent knew, these services  
14 and repairs were not done properly. Respondent intended Mercury to rely on Respondent's  
15 performance of this repair in a proper manner in order to persuade Mercury to pay Respondent.  
16 Mercury justifiably relied on this misrepresentation. As a result, Mercury paid Respondent  
17 \$824.20 for these repairs and services.

18           75. For the AA transaction, Respondent charged Automobile Club of Southern California  
19 Insurance Company \$898.87, to remove and replace with OEM parts, the front bumper cover and  
20 the front exhaust pipe. In addition, Respondent charged to repair the right front floor panel. In  
21 truth and in fact, as Respondent knew, these services and repairs were not done. Respondent  
22 intended Automobile Club of Southern California Insurance Company to rely on this statement to  
23 persuade Automobile Club of Southern California Insurance Company to pay Respondent.  
24 Automobile Club of Southern California Insurance Company justifiably relied on this  
25 misrepresentation. As a result, Automobile Club of Southern California Insurance Company paid  
26 Respondent \$898.87 for these services and repairs.

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1 **EIGHTH CAUSE FOR DISCIPLINE**

2 **(Invoice Violations)**

3 76. Complainant re-alleges and incorporates by reference the allegations set forth above  
4 in paragraphs 22-48.

5 77. Respondent's registration is subject to disciplinary action under Code section 9884.7,  
6 subdivision (a)(6) in conjunction with Code section 9884.8 in that Respondent failed to comply  
7 with invoice requirements on the RW transaction. Under CCR section 3356, subdivision (a) (1),  
8 Respondent failed to show the correct dealer registration number, business name, address and  
9 telephone number as it is shown in the Bureau's records.

10 **OTHER MATTERS**

11 78. Under Code section 9884.7, subdivision (c), the Director may invalidate temporarily  
12 or permanently or refuse to validate, the registrations for all places of business operated in this  
13 State by Respondent upon a finding that Respondent has engaged in a course of repeated and  
14 willful violations of the laws and regulations pertaining to an automotive repair dealer.

15 **PRAYER**

16 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,  
17 and that following the hearing, the Director of Consumer Affairs issue a decision:

- 18 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD  
19 149219, issued to Ramanbhai A. Patel, Owner, dba A to Z Auto Body Shop;
- 20 2. Revoking or suspending the registrations for all places of business operated in this  
21 state by Ramanbhai A. Patel;
- 22 3. Ordering restitution of all damages according to proof suffered by Mercury Insurance  
23 Company and Automobile Club of Southern California Insurance Company as a condition of  
24 probation in the event probation is ordered;
- 25 4. Ordering restitution of all damages suffered by Mercury Insurance Company and  
26 Automobile Club of Southern California Insurance Company as a result of Respondent's conduct  
27 as an automotive repair dealer, as a condition of restoration of Automotive Repair Dealer  
28

1 Registration Number ARD 149219, issued to Ramanbhai A. Patel, Owner, dba A to Z Auto Body  
2 Shop;

3 5. Ordering Ramanbhai A. Patel to pay the Bureau of Automotive Repair the reasonable  
4 costs of the investigation and enforcement of this case, pursuant to Business and Professions  
5 Code section 125.3;

6 6. Taking such other and further action as deemed necessary and proper.  
7

8  
9 DATED: May 8, 2015

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

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