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

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

Respondent.

Case No. 77/15-55
DEFAULT DECISION AND ORDER

[Gov. Code, §11520]

FINDINGS OF FACT

1. On or about May 8, 2015, Complainant Patrick Dorais, in his official capacity as the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs, filed Accusation No. 77/15-55 against Ramanbhai A. Patel, Owner, doing business as A to Z Auto Body Shop (Respondent) before the Director of Consumer Affairs. (Accusation attached as Exhibit A.)
2. In 1989, the Bureau of Automotive Repair (Bureau) issued Automotive Repair Dealer Registration Number ARD 149219 to Respondent. The Automotive Repair Dealer Registration was cancelled on September 11, 2014, and has not been renewed.
3. On or about May 18, 2015, Respondent was served by Certified and First Class Mail copies of Accusation No. 77/15-55, Statement to Respondent, Notice of Defense, Request for

1 Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6, and 11507.7) at
2 Respondent's address of record which, pursuant to Business and Professions Code section 136, is
3 required to be reported and maintained with the Bureau. Respondent's address of record was and
4 is: 5042 Lincoln Avenue, Cypress, CA 90630-2905.

5 4. Service of the Accusation was effective as a matter of law under the provisions of
6 Government Code section 11505, subdivision (c) and/or Business & Professions Code section
7 124.

8 5. On or about June 3, 2015, the certified delivery of the aforementioned documents
9 were returned by the U.S. Postal Service marked "Unable to Forward." The regular delivery of
10 the aforementioned documents have not been returned.

11 6. Government Code section 11506 states, in pertinent part:

12 (c) The respondent shall be entitled to a hearing on the merits if the respondent
13 files a notice of defense, and the notice shall be deemed a specific denial of all parts
14 of the accusation not expressly admitted. Failure to file a notice of defense shall
15 constitute a waiver of respondent's right to a hearing, but the agency in its discretion
16 may nevertheless grant a hearing.

17 7. Respondent failed to file a Notice of Defense within 15 days after service upon him
18 of the Accusation, and therefore waived his right to a hearing on the merits of Accusation No.
19 77/15-55.

20 8. California Government Code section 11520 states, in pertinent part:

21 (a) If the respondent either fails to file a notice of defense or to appear at the
22 hearing, the agency may take action based upon the respondent's express admissions
23 or upon other evidence and affidavits may be used as evidence without any notice to
24 respondent.

25 9. Pursuant to its authority under Government Code section 11520, the Director after
26 having reviewed the proof of service dated May 18, 2015, signed by J. Mejia, (and the return
27 envelope) finds Respondent is in default. The Director will take action without further hearing
28 and, based on Accusation No. 77/15-55, proof of service and on the Affidavit of Bureau
Representative John Paolino, finds that the allegations in Accusation are true.

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1 **DETERMINATION OF ISSUES**

2 1. Based on the foregoing findings of fact, Respondent Ramanbhai A. Patel, Owner,
3 doing business as A to Z Auto Body Shop, has subjected his Automotive Repair Dealer
4 Registration Number ARD 149219 to discipline.

5 2. The agency has jurisdiction to adjudicate this case by default.

6 3. The Director of Consumer Affairs is authorized to revoke Respondent's Automotive
7 Repair Dealer Registration based upon the following violations alleged in the Accusation which
8 are supported by the evidence contained in the affidavit of Bureau Representative John Paolino,
9 in this case.:

10 a. Respondent committed multiple violations of Business & Professions Code section
11 9884.7 and the California Code of Regulations, in the performance of repairs to two vehicles.
12 These violations include; Untrue or Misleading Statements, Fraud, Failure to Comply with the
13 Code, Failure to Comply with Regulations, Failure to Produce Records, Willful Disregard of
14 Accepted Trade Standards, False Promises, and Invoice Violations.

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20 **ORDER**

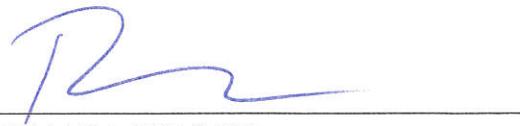
21 IT IS SO ORDERED that Automotive Repair Dealer Registration Number ARD 149219,
22 heretofore issued to Respondent Ramanbhai A. Patel, Owner, doing business as A to Z Auto
23 Body Shop, is revoked.

24 Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a
25 written motion requesting that the Decision be vacated and stating the grounds relied on within
26 seven (7) days after service of the Decision on Respondent. The motion should be sent to the
27 Bureau of Automotive Repair, ATTN: William D. Thomas, 10949 North Mather Blvd., Rancho
28

1 Cordova, CA 95670. The agency in its discretion may vacate the Decision and grant a hearing on
2 a showing of good cause, as defined in the statute.

3 This Decision shall become effective on April 22, 2016.

4 It is so ORDERED March 29, 2016

5
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7 

8 TAMARA COLSON
9 Assistant General Counsel
10 Division of Legal Affairs
11 Department of Consumer Affairs

10 81081651.DOC
11 DOJ Matter ID:SD2015700209

11 Attachment:
12 Exhibit A: Accusation

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Exhibit A

Accusation

(A TO Z AUTO BODY SHOP, RAMANBHAI A. PATEL, OWNER)

1 KAMALA D. HARRIS
Attorney General of California
2 JAMES M. LEDAKIS
Supervising Deputy Attorney General
3 DAVID E. HAUSFELD
Deputy Attorney General
4 State Bar No. 110639
110 West "A" Street, Suite 1100
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6 San Diego, CA 92186-5266
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7 Facsimile: (619) 645-2061
Attorneys for Complainant

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

11
12 In the Matter of the Accusation Against:

Case No. 17/15-55

13 **RAMANBHAI A. PATEL, OWNER,**
14 **dba A TO Z AUTO BODY SHOP,**
5042 Lincoln Avenue
15 Cypress, CA 90630-2905

ACCUSATION

16 **Automotive Repair Dealer No. ARD 149219**

17 Respondent.

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 JURISDICTION

2 3. This Accusation is brought before the Director of Consumer Affairs (Director) for the
3 Bureau of Automotive Repair, under the authority of the following laws. All section references
4 are to the Business and Professions Code (Code) unless otherwise indicated.

5 4. Section 118, subdivision (b), of the Code provides that the suspension, expiration,
6 surrender or cancellation of a license shall not deprive the Director of jurisdiction to proceed with
7 a disciplinary action during the period within which the license may be renewed, restored,
8 reissued or reinstated.

9 5. Section 477 of the Code provides, that "Board" includes "bureau," "commission,"
10 "committee," "department," "division," "examining committee," "program," and "agency."
11 "License" includes certificate, registration or other means to engage in a business or profession
12 regulated by the code.

13 6. Section 9884.13 of the Code provides, in pertinent part, that the expiration of a valid
14 registration shall not deprive the director or chief of jurisdiction to proceed with a disciplinary
15 proceeding against an automotive repair dealer or to render a decision invalidating a registration
16 temporarily or permanently.

17 7. Section 9884.22, subdivision (a), of the Code states:

18 "(a) Notwithstanding any other provision of law, the director may revoke, suspend, or deny
19 at any time any registration required by this article on any of the grounds for disciplinary action
20 provided in this article. The proceedings under this article shall be conducted in accordance with
21 Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government
22 Code, and the director shall have all the powers granted therein."

23 STATUTORY PROVISIONS

24 8. Section 9884.7 of the Code states:

25 (a) The director, where the automotive repair dealer cannot show there was a
26 bona fide error, may deny, suspend, revoke, or place on probation the registration of
27 an automotive repair dealer for any of the following acts or omissions related to the
28 conduct of the business of the automotive repair dealer, which are done by the
automotive repair dealer or any automotive technician, employee, partner, officer,
or member of the automotive repair dealer.

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.

9. 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.

....

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

....

25 (g) Definitions. As used in this section, "written" shall mean the
26 communication of information or information in writing, other than by electronic
27 means; "oral" shall mean the oral communication of information either in person or
28 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.

28 ///

1 CONSUMER COMPLAINT (RW)

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:

| 9 | Line Item | Description | Part | Labor | Paint |
|----|--|---|-------------------|-------|-------|
| 10 | No. on | | | | |
| 11 | Estimate | | | | |
| 12 | 14 | Remove/Replace L Fender Panel (Alum) | \$375.00 | 3.5 | 2.6 |
| 13 | 18 | Line Markup %20.00 | \$75.00 | | |
| 14 | 24 | Remove/Replace Front Alloy Wheel | \$960.00 | 0.3 | |
| 15 | 26 | Overhaul L Front Suspension Components | | 6.6 | |
| 16 | 30 | Remove/Replace L Front Suspension Strut | \$224.00 | INC | |
| 17 | 32 | Remove/Replace L Front Lower Suspension | \$110.00 | INC | |
| 18 | | Control Arm Assembly | | | |
| 19 | 33 | Remove/Replace L Front Suspension Tension Rod | \$202.00 | INC | |
| 20 | 35 | Remove/Replace Front Engine Under Cover | \$104.00 | INC | |
| 21 | Subtotal parts | | \$2,050.00 | | |
| 22 | Subtotal body labor 3.8 hours at \$43.00/hr. | | \$163.40 | | |
| 23 | Subtotal paint labor 2.6 hours at \$43.00/hr. | | \$111.80 | | |
| 24 | Subtotal mechanical labor 6.6 hours at \$75.00/hr. | | \$495.00 | | |
| 25 | Subtotal | | \$2,820.20 | | |
| 26 | Subtotal tax at 8.00% | | \$164.00 | | |
| 27 | TOTAL FRAUD | | \$2,984.20 | | |

1 32. For Line Item Number 14, Respondent failed to install a used OEM aluminum fender
2 panel. A non OEM aftermarket part, manufactured in Taiwan, was installed.

3 33. For Line Item Number 24, Respondent failed to replace the left front wheel with a
4 new OEM wheel. A used repainted wheel was installed.

5 34. For Line Item Number 26, Respondent did not use the 6.6 hours of labor to install a
6 new OEM left front strut, a new OEM left lower suspension control arm assembly, a new OEM
7 left front suspension tension rod and a new OEM front engine under cover.

8 35. For Line Item Number 30, Respondent failed to replace the left front strut with a new
9 OEM part. A non OEM aftermarket part, manufactured by "Sachs Super-Touring", was installed.

10 36. For Line Item Number 32, Respondent failed to replace the left front lower control
11 arm with a new OEM part. A non OEM aftermarket part was installed.

12 37. For Line Item Number 33, Respondent failed to replace the left front suspension
13 tension rod with a new OEM part. A non OEM aftermarket part, manufactured by "Lemforder",
14 was installed.

15 38. For Line Item Number 35, Respondent failed to replace the front engine under cover.

16 39. Respondent also performed substandard repairs while overhauling the front bumper
17 cover assembly. The bumper cover is not attached on the right side at the intersection with the
18 right fender. The inner fender liners are not secured on both the left and right sides. The center
19 bottom grille is not attached at the bottom mounting point of the bumper cover. The front bumper
20 cover had an approximately one inch long crack on the upper left side and two approximately one
21 half inch cracks on the bottom center. The total price on the estimate for the overhauling of the
22 front bumper cover assembly, including parts, labor and tax is \$824.20.

23 CONSUMER COMPLAINT (AA)

24 40. On June 4, 2014, AA's 2008 Toyota Rav 4 sustained collision damage to the front
25 bumper, right front fender and right undercarriage. That same day AA filed a claim with her
26 insurance provider, Automobile Club of Southern California Insurance Company (AAA). On
27 June 5, 2014, AA had her vehicle towed to Respondent's facility to have repairs performed.

28 ///

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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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 55. Respondent's registration is subject to disciplinary action under Code section 9884.7,
2 subdivision (a)(4), in that Respondent committed fraud in the following respect.

3 56. 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 57. 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 58. 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 **THIRD CAUSE FOR DISCIPLINE**

26 (Failure to Comply with the Code)

27 59. 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 reference 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
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Registration Number ARD 149219, issued to Ramanbhai A. Patel, Owner, dba A to Z Auto Body Shop;

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

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

DATED: May 8, 2015

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

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