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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 **THE PEP BOYS MANNY MOE & JACK**
OF CALIFORNIA,
14 **John Sweetwood, President**
Brian Zuckerman, Secretary
15 **Attention: Tax Dept.**
3111 W. Allegheny Ave
16 **Philadelphia, PA 19132**

17 **dba PEP BOYS AUTO #816**
30085 Industrial Parkway SW
18 **Union City, CA 94587**
Automotive Repair Dealer Registration No.
19 **ARD 180095,**

20 **dba PEP BOYS AUTO #828**
2730 Story Road
21 **San Jose, CA 95127**
Automotive Repair Dealership No. ARD
22 **180528,**

23 **dba PEP BOYS AUTO #840**
170 East El Camino Real
24 **Sunnyvale, CA 94087**
Automotive Repair Dealership No. ARD
25 **181489,**

26 **and**

27 **dba PEP BOYS AUTO # 873**
3780 Stevens Creek Blvd.
28 **San Jose, CA 95117**

Case No. 77/16-46

A C C U S A T I O N

1 **Automotive Repair Dealership No. ARD**
2 **189602**

3 Respondents.

4 Complainant alleges:

5 PARTIES

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

8 2. The Bureau issued the following automotive repair dealer registration numbers to
9 Respondents The Pep Boys Manny Moe & Jack of California, John Sweetwood, President and
10 Brian Zuckerman, Secretary (Respondents):

11 A. Automotive Repair Dealer Registration No. ARD 180095 was issued in
12 1994 to Respondents dba Pep Boys Auto #816. It was in full force and effect at all times relevant
13 to the charges brought in this Accusation and will expire on May 31, 2016, unless renewed.

14 B. Automotive Repair Dealer Registration No. ARD 180528 was issued in
15 1994, to Respondents dba Pep Boys Auto #828. It was in full force and effect at all times relevant
16 to the charges brought in this Accusation and will expire on May 31, 2016, unless renewed.

17 C. Automotive Repair Dealer Registration No. ARD 181489 was issued in
18 1994, to Respondents dba Pep Boys Auto #840. It was in full force and effect at all times relevant
19 to the charges brought in this Accusation and will expire on May 31, 2016, unless renewed.

20 D. Automotive Repair Dealer Registration No. ARD 189602 was issued on or
21 about June 18, 1996, to Respondents dba Pep Boys Auto #873. It was in full force and effect at
22 all times relevant to the charges brought in this Accusation and will expire on May 31, 2016,
23 unless renewed.

24 JURISDICTION

25 3. This accusation is brought before the Director of Consumer Affairs (Director) for the
26 Bureau under the authority of the following laws. All section references are to the Business and
27 Professions Code unless otherwise indicated.

28 4. Code section 118, subdivision (b), states:

1 dealer for any of the following acts or omissions related to the conduct of the business of the
2 automotive repair dealer, which are done by the automotive repair dealer or any automotive
3 technician, employee, partner, officer, or member of the automotive repair dealer.

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

7 ...

8 “(3) Failing or refusing to give to a customer a copy of any document requiring his or her
9 signature, as soon as the customer signs the document.

10 “(4) Any other conduct which constitutes fraud.

11 “(5) Conduct constituting gross negligence.

12 “(6) Failure in any material respect to comply with the provisions of this chapter or
13 regulations adopted pursuant to it.

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

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

19 9. Section 9884.8 of the Code states:

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

1 nonoriginal equipment manufacturer aftermarket crash parts. One copy of the invoice shall be
2 given to the customer and one copy shall be retained by the automotive repair dealer."

3 10. Section 9884.9, subdivision (a) of the Code states:

4 "The automotive repair dealer shall give to the customer a written estimated price for labor
5 and parts necessary for a specific job. No work shall be done and no charges shall accrue before
6 authorization to proceed is obtained from the customer. No charge shall be made for work done or
7 parts supplied in excess of the estimated price without the oral or written consent of the customer
8 that shall be obtained at some time after it is determined that the estimated price is insufficient
9 and before the work not estimated is done or the parts not estimated are supplied. Written consent
10 or authorization for an increase in the original estimated price may be provided by electronic mail
11 or facsimile transmission from the customer. The bureau may specify in regulation the procedures
12 to be followed by an automotive repair dealer if an authorization or consent for an increase in the
13 original estimated price is provided by electronic mail or facsimile transmission. If that consent is
14 oral, the dealer shall make a notation on the work order of the date, time, name of person
15 authorizing the additional repairs and telephone number called, if any, together with a
16 specification of the additional parts and labor and the total additional cost, and shall do either of
17 the following:

18 "(1) Make a notation on the invoice of the same facts set forth in the notation on the work
19 order.

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

23 "I acknowledge notice and oral approval of an increase in the original estimated price.

24 _____
25 (signature or initials)"

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

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1 11. Business and Professions Code section 17200 states:

2 “As used in this chapter, unfair competition shall mean and include any unlawful, unfair or
3 fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any
4 act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the
5 Business and Professions Code.”

6 12. Business and Professions Code section 17500 states in part:

7 “It is unlawful for any person, firm, corporation or association, or any employee thereof
8 with intent directly or indirectly to dispose of real or personal property or to perform services,
9 professional or otherwise, or anything of any nature whatsoever or to induce the public to enter
10 into any obligation relating thereto, to make or disseminate or cause to be made or disseminated
11 before the public in this state, or to make or disseminate or cause to be made or disseminated from
12 this state before the public in any state, in any newspaper or other publication, or any advertising
13 device, or by public outcry or proclamation, or in any other manner or means whatever, including
14 over the Internet, any statement, concerning that real or personal property or those services,
15 professional or otherwise, or concerning any circumstance or matter of fact connected with the
16 proposed performance or disposition thereof, which is untrue or misleading, and which is known,
17 or which by the exercise of reasonable care should be known, to be untrue or misleading, or for
18 any person, firm, or corporation to so make or disseminate or cause to be so made or disseminated
19 any such statement as part of a plan or scheme with the intent not to sell that personal property or
20 those services, professional or otherwise, so advertised at the price stated therein, or as so
21 advertised.”

22 13. California Code of Regulations, title 16, section 3353, states in part:

23 “No work for compensation shall be commenced and no charges shall accrue without
24 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 written
26 estimated price for parts and labor for a specific job.

27 ...

28 “(c) Additional Authorization. Except as provided in subsection (f), the dealer shall

1 obtain the customer's authorization before any additional work not estimated is done or parts not
2 estimated are supplied. This authorization shall be in written, oral, or electronic form, and shall
3 describe the additional repairs, parts, labor and the total additional cost.

4 “(1) If the authorization from the customer for additional repairs, parts, or labor in excess
5 of the written estimated price is obtained orally, the dealer shall also make a notation on the work
6 order and on the invoice of the date, time, name of the person authorizing the additional repairs,
7 and the telephone number called, if any, together with the specification of the additional repairs,
8 parts, labor and the total additional cost.”

9 14. California Code of Regulations, title 16, section 3356, states in part:

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

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

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

17 . . .

18 “(B) Each part supplied, in such a manner that the customer can understand what was
19 purchased, and the price for each described part. The description of each part shall state whether
20 the part was new, used, reconditioned, rebuilt, or an OEM crash part, or a non-OEM aftermarket
21 crash part.”

22 15. California Code of Regulations, title 16, section 3366, states:

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

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

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

3 “(3) The compressor is rotated to determine if it is seized or locked up;

4 “(4) Service ports are examined for missing caps, damaged threads and conformance with
5 labeling;

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

7 “(6) The expansion device, if accessible, is examined for physical damage or leaks;

8 “(7) The accumulator receiver dryer and in-line filter have been checked for damage,
9 missing or loose hardware or leaks;

10 “(8) The drive belt system has been checked for damaged or missing pulleys or tensioners
11 and for proper belt routing, tension, alignment, excessive wear or cracking;

12 “(9) The fan clutch has been examined for leakage, bearing wear and proper operation;

13 “(10) The cooling fan has been checked for bent or missing blades;

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

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

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

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

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

22 “(16) The center air distribution outlet temperature has been measured and recorded on the
23 final invoice.

24 “(b) Whenever the automotive air conditioning work being advertised or performed does
25 not involve opening the refrigerant portion of the air conditioning system, refrigerant evacuation,
26 or full or partial refrigerant recharge, the procedures specified in subsection (a) need be performed
27 only to the extent required by accepted trade standards.”

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1 defects with the GMC. A proper repair of the GMC would be to diagnose the open circuit and
2 replace the relay. No other repairs or diagnosis would be necessary to repair the GMC air
3 conditioning system. Tamper indicators were installed on the GMC's wheels to detect removal of
4 the wheels.

5 21. On February 11, 2015, a Bureau undercover operator (operator) drove the GMC to
6 Pep Boys Auto #816, 30085 Industrial Parkway SW, Union City, California. The operator asked
7 to have the air conditioning inspected and the brakes checked.

8 22. The operator signed a written estimate to diagnose the air conditioning system and
9 perform a brake inspection for \$65.55. The operator received a copy. Later, that day, a
10 representative from Pep Boys Auto #816 called the undercover operator and stated that the relay
11 on the GMC's air conditioning system was not working and would need to be replaced. After the
12 undercover operator asked about the condition of the brakes, the representative stated that the
13 brakes were in good shape and the brake material had 40% remaining. The representative told the
14 undercover operator that the total cost for fixing the air conditioning system and the brake
15 inspection would be \$131.85. The operator authorized the repair and told the representative that
16 she would pick the GMC up the next day.

17 23. On February 12, 2015, the undercover operator went to Pep Boys Auto #816 to
18 retrieve the GMC. The undercover operator was given a three-page invoice (# [REDACTED]) for
19 \$131.85. The undercover operator paid the \$131.85 and received a receipt. The operator drove
20 the GMC to the Bureau's San Leandro storage facility.

21 24. On February 18, 2015, a Bureau representative inspected the GMC and found that the
22 air conditioning system was operational and the tamper indicators on the wheels of the GMC were
23 broken indicating that the wheels on the GMC had been removed. The Bureau representative
24 found that the addition of dye to the air conditioning system by Pep Boys Auto #816 was not
25 necessary. The actual problem with the air conditioning system was corrected by replacing the
26 relay.

27 25. The written estimate for the work on the GMC did not contain an odometer reading
28 for the vehicle. Further, invoice # [REDACTED] shows that Pep Boys Auto #816 indicated a brake

1 inspection but contained no documentation for the measurements or results for the brake
2 inspection in the "Service Information" section of the invoice. Invoice [REDACTED] also indicates
3 that Pep Boys Auto # 816 invoiced an air conditioning system evaluation but did not document
4 the required system's high/low side pressure readings and center air distribution outlet
5 temperature.

6 **FIRST CAUSE FOR DISCIPLINE**
7 **Failure to Document Odometer Reading on Estimate**
8 **(Bus. & Prof. Code, § 9884.7, subd. (a)(2))**

9 26. The allegations in paragraphs 20 through 25 are re-alleged and incorporated by
10 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
11 No. ARD 180095 to discipline for failing to document the odometer reading for the GMC on the
12 estimate provided to the BAR undercover operator (Bus. & Prof. Code, § 9884.7, subd. (a)(2)).

13 **SECOND CAUSE FOR DISCIPLINE**
14 **Failure to Document Results of Brake Inspection**
15 **(Bus. & Prof. Code, § 9884.8)**

16 27. The allegations in paragraphs 20 through 25 are re-alleged and incorporated by
17 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
18 No. ARD 180095 to discipline for failing to document the results of the brake inspection
19 performed on the GMC on the invoice provided to the BAR undercover operator (Bus. & Prof.
20 Code, § 9884.8).

21 **THIRD CAUSE FOR DISCIPLINE**
22 **Failure to Properly Document Information on Invoice**
23 **(Cal. Code Regs., tit. 16, §§ 3366, subds. (a)(15) & (a)(16), & 3356 subd. (a)(2))**

24 28. The allegations in paragraphs 20 through 25 are re-alleged and incorporated by
25 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
26 No. ARD 180095 to discipline for failing to document high and low side system operating
27 pressures (Cal. Code Regs., tit. 16, § 3366, subd. (a)(15)), the center air distribution outlet
28 temperature (Cal. Code Regs., tit. 16, § 3366, subd. (a)(16)), and the results of the brake
inspection (Cal. Code Regs., tit. 16, § 3356, subd. (a)(2)), on the final invoice for the repair work
done on the GMC.

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2. ARD 180528

Undercover Operation 1

29. From September 15, 2014, through October 1, 2014, a Bureau representative inspected and documented the air conditioning system on a 2001 GMC (GMC). The GMC's fully functional air conditioning system was made inoperable by the representative by installing a defective air conditioning compressor relay. The defective relay would cause the air conditioner's compressor clutch not to operate, thereby disabling the GMC's air conditioning system. There were no other defects with the GMC. A proper repair of the GMC would be to diagnose the open circuit and replace the relay. No other repairs or diagnosis would be necessary to repair the GMC air conditioning system. Tamper indicators were installed on the GMC's wheels to detect removal of the wheels.

30. On October 13, 2014, a Bureau undercover operator (operator) drove the GMC to Pep Boys Auto #828, 2730 Story Road in San Jose, California. The operator asked a representative from Pep Boys Auto #828 to have the air conditioning repaired and the brakes inspected. The representative told the operator that it would cost \$14.99 to remove the wheels and inspect the brakes. The representative filled out a work order. The operator authorized and signed an estimate to diagnose the air conditioning system for \$51.83 but did not authorize the brake inspection. The operator was not provided a copy of the estimate or work order.

31. After leaving Pep Boys Auto #828, the operator called the representative on the phone and authorized the brake inspection for the GMC. Later that day, the operator called Pep Boys Auto #828, and was informed by a representative that the GMC's air conditioning system was out of refrigerant and needed to be refilled. The representative indicated that after the refrigerant was refilled, the air conditioning system would be checked for leakage. According to the representative, the cost would be \$281.00. The representative told the operator that the brakes on the GMC were inspected and were in good condition. The operator authorized the air conditioning repair. Later that same day, the operator spoke with the representative again about the GMC. The representative told the operator that the GMC air conditioning system had been recharged and was working correctly, and that no other problems were found. Further, the

1 representative told the operator that she would receive a discount of \$14.99. The operator told the
2 representative that she would pick the GMC up the next day.

3 32. On October 14, 2014, the operator went to Pep Boys Auto #828 to retrieve the GMC.
4 The operator was given a four-page invoice ([REDACTED]) for \$281.00. The operator paid the
5 \$281.00 and received a receipt. The operator drove the GMC to the Bureau's San Jose storage
6 facility.

7 33. On November 10, 2014, a Bureau representative re-inspected the GMC and found that
8 the air conditioning system was operating properly. However, the GMC's horn did not operate
9 because the horn's relay was switched with the defective air conditioning compressor relay. The
10 Bureau representative found that the tamper indicators on the wheels of the GMC were broken
11 indicating that the wheels on the GMC had been removed. The BAR representative found that
12 recharging the refrigerant and the addition of stop leak and dye to the air conditioning system by
13 Pep Boys Auto #828 was not necessary. The actual problem with the air conditioning system was
14 corrected by switching relays, which then caused the GMC's horn to be inoperative. Pep Boys
15 Auto #828's invoice # [REDACTED] incorrectly documented the mileage on the GMC as 96,077. The
16 actual mileage on the GMC was 90,677.

17 **FOURTH CAUSE FOR DISCIPLINE**
18 **False or Misleading Statements; Unfair Business Practices**
19 **(Bus. & Prof. Code, §§ 9884.7, subs. (a)(1), 17200, & 17500; Cal. Code Regs., tit. 16, §**
20 **3371.)**

21 34. The allegations in paragraphs 29 through 33 are re-alleged and incorporated by
22 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
23 No. ARD 180528 to discipline for making false or misleading statements, and engaging in unfair
24 business practices, by recommending unnecessary repairs on the GMC's air conditioning system
25 (Bus. & Prof. Code §§ 9884.7, subs. (a)(1) & (a)(4), 17200, & 17500; Cal. Code Regs., tit. 16, §
26 3371.). The Pep Boys Auto #828 representative stated that the GMC's air conditioning system
27 did not have any refrigerant. In fact, the GMC's air conditioning system was documented to be
28 full of refrigerant. Further, the Pep Boys Auto #828 representative stated that a deluxe air
conditioning recharge was needed and that a \$14.99 discount would be given. An air

1 conditioning recharge was not needed on the GMC and the \$14.99 discount was not provided on
2 the final bill that was provided to the BAR undercover operator.

3 **FIFTH CAUSE FOR DISCIPLINE**
4 **Fraud**
5 **(Bus. & Prof. Code, §§ 9884.7, subd. (a)(4))**

6 35. The allegations in paragraphs 29 through 33 are re-alleged and incorporated by
7 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
8 No. ARD 180528 to discipline for conduct constituting fraud (Bus. & Prof. Code § 9884.7, subd.
9 (a)(4)). Pep Boys Auto #828 charged the BAR undercover operator \$203.31 for a "Deluxe AC
10 Recharge" for the GMC, when the GMC's air conditioning system had no leaks, was fully
11 charged, and no recharge was needed.

12 **SIXTH CAUSE FOR DISCIPLINE**
13 **Failure to Provide Copy of Signed Estimate**
14 **(Bus. & Prof. Code, §§ 9884.7, subd. (a)(3), 9884.9, subd. (a), and Cal. Code Regs., tit. 16, §**
15 **3353, subd. (a))**

16 36. The allegations in paragraphs 29 through 33 are re-alleged and incorporated by
17 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
18 No. ARD 180528 to discipline for failing to provide a copy of the estimate/work order to the
19 Bureau undercover operator at the time when she signed it and before a technician worked on the
20 GMC (Bus. & Prof. Code, §§ 9884.7, subd. (a)(3); 9884.9, subd. (a); & Cal. Code Regs., tit. 16, §
21 3353, subd. (a)).

22 **SEVENTH CAUSE FOR DISCIPLINE**
23 **Gross Negligence**
24 **(Bus. & Prof. Code, § 9884.7, subd. (a)(5))**

25 37. The allegations in paragraphs 29 through 33 are re-alleged and incorporated by
26 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
27 No. ARD 180528 to discipline for gross negligence (Bus. & Prof. Code § 9884.7, subd. (a)(5)).
28 Pep Boys Auto #828 acted with gross negligence when they disabled the GMC's safety device
(horn) and failed to notify the BAR undercover operator.

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1 **EIGHTH CAUSE FOR DISCIPLINE**
2 **Willful Departure from Accepted Trade Standards**
3 **(Bus. & Prof. Code § 9884.7, subd. (a)(7))**

4 38. The allegations in paragraphs 29 through 33 are re-alleged and incorporated by
5 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
6 No. ARD 180528 to discipline for willfully departing from accepted trade standards regarding
7 their work on the GMC's air conditioning system (Bus. & Prof. Code § 9884.7, subd. (a)(7)). Pep
8 Boys Auto #828's failure to check the air conditioning compressor clutch operation before adding
9 air conditioning dye and refrigerant, and then evacuating and charging the air conditioning system
10 was a departure from the accepted trade standards.

11 *Undercover Operation 2*

12 39. From January 2, 2015, through February 3, 2015, a Bureau representative inspected
13 and documented a 2000 Toyota (Toyota). The Toyota's fully functional air conditioning system
14 was made inoperable by the representative by installing a defective air conditioner compressor
15 relay. The defective relay would cause the air conditioner compressor clutch to not operate,
16 which would disable the Toyota's air conditioning system. There were no other defects with the
17 Toyota. A proper repair of the Toyota air conditioning system would be to diagnose the open
18 circuit and replace the relay. No other repairs or diagnosis would be necessary to repair the
19 Toyota's air conditioning system. Tamper indicators were installed on the Toyota's wheels to
20 detect removal of the wheels.

21 40. On February 3, 2015, a Bureau undercover operator (operator) drove the Toyota to
22 Pep Boys Auto #828, 2730 Story Road in San Jose, California. The operator asked a
23 representative from Pep Boys Auto #828 to have the air conditioning on the Toyota repaired
24 because it was not blowing cold air, and the brakes inspected. The operator authorized and signed
25 the estimate to diagnose the air conditioning system and inspect the brakes for \$66.82. The
26 operator was given a copy of the estimate.

27 41. Later that day, the operator spoke with a Pep Boys Auto #828 representative on the
28 telephone. The representative told the operator that the air conditioning system was full of
refrigerant and an electrical diagnosis was needed at a cost of \$89.98. The operator authorized the

1 repair. Later that same day, the operator returned the phone call of another representative from
2 Pep Boys Auto #828, who told her the air conditioning relay was defective and needed to be
3 replaced at a cost of \$285.21. The representative told the operator that the brakes were in good
4 condition. The operator authorized the air conditioning repair.

5 42. On February 4, 2015, the operator went to Pep Boys Auto #828 to retrieve the
6 Toyota. The operator asked the Pep Boys Auto #828 representative if the wheels were removed
7 for the brake inspection. The representative told the operator that the wheels were removed for
8 the brake inspection. The operator was given a three-page invoice (# [REDACTED]) for \$285.21. The
9 operator paid the \$285.21 and received a receipt. The operator drove the Toyota to the Bureau's
10 San Jose storage facility.

11 43. On February 12, 2015, a BAR representative re-inspected the Toyota and found
12 that the air conditioning system was operating properly. The tamper indicators on the wheels
13 were not broken indicating the wheels on the Toyota were not removed for a brake inspection. A
14 review of invoice [REDACTED] indicated that refrigerant and air conditioning dye was added to the
15 Toyota. However, this work was unnecessary as the air conditioning system on the Toyota was
16 filled to capacity with refrigerant and was free of any leaks before it was taken to Pep Boys Auto
17 #828. The actual problem with the air conditioning system was corrected by replacing the air
18 conditioning relay. Also, Pep Boys Auto #828 invoiced a brake inspection but the Toyota's
19 wheels were not removed and there were no measurements written for the brakes in the "Service
20 Information" section of the invoice. The rear wheels of the Toyota would have to be removed in
21 order to inspect the emergency brake system.

22 **NINTH CAUSE FOR DISCIPLINE**

23 **False or Misleading Statements; Unfair Business Practices**

24 **(Bus. & Prof. Code, §§ 9884.7, subs. (a)(1), 17200, & 17500; Cal. Code Regs., tit. 16,
25 §§ 3371 & 3373)**

26 44. The allegations in paragraphs 39 through 43 are re-alleged and incorporated by
27 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
28 No. ARD 180528 to discipline for making false or misleading statements, and engaging in unfair
business practices, during their work related to the Toyota's brake inspection (Bus. & Prof. Code,

1 § 9884.7, subds. (a)(1), 17200, & 17500; Cal. Code Regs., tit. 16, §§ 3371 & 3373). A Pep Boys
2 Auto #828 representative stated that the wheels of the Toyota had been removed in order to do the
3 brake inspection and Pep Boys Auto #828 invoiced and charged \$14.99 for the brake inspection.
4 In order to inspect the emergency brake lining, the rear wheels have to be removed. Further, Pep
5 Boys #828 invoiced that they had performed a brake inspection but failed to record any results. In
6 fact, the Toyota's wheels were never removed by Pep Boys Auto #828.

7 **TENTH CAUSE FOR DISCIPLINE**

8 **Fraud**

9 **(Bus. & Prof. Code, §§ 9884.7, subd. (a)(4))**

10 45. The allegations in paragraphs 39 through 43 are re-alleged and incorporated by
11 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
12 No. ARD 180528 to discipline for conduct constituting fraud (Bus. & Prof. Code, § 9884.7, subd.
13 (a)(4)). Pep Boys Auto #828 charged the BAR undercover operator \$14.99 for a brake inspection
14 but they never even removed the wheels from the Toyota.

15 **ELEVENTH CAUSE FOR DISCIPLINE**

16 **Willful Departure from Accepted Trade Standards**

17 **(Bus. & Prof. Code, § 9884.7, subd. (a)(7))**

18 46. The allegations in paragraphs 39 through 43 are re-alleged and incorporated by
19 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
20 No. ARD 180528 to discipline for willfully departing from accepted trade standards regarding
21 their work on the Toyota air conditioning system (Bus. & Prof. Code, § 9884.7, subd. (a)(7)). Pep
22 Boys Auto #828's unnecessary addition of air conditioning dye and refrigerant to a fully charged
23 air conditioning system in the Toyota was a departure from accepted trade standards.

24 **3. ARD 181489**

25 47. From January 2, 2015, through January 20, 2015, a Bureau representative
26 inspected and documented the air conditioning system on a 1995 Ford (Ford). The Ford's fully
27 functional air conditioning system was made inoperable by the representative by installing a
28 defective air conditioning cycling switch. The defective switch prevented the air conditioning
compressor clutch from engaging, which prevented the air conditioning system from blowing
cooled air. There were no other defects with the Ford. The only repair needed for the Ford's air

1 conditioning system to operate properly was the replacement of the air conditioning cycling
2 switch. The Bureau representative installed various tamper indicators to detect the opening of the
3 air conditioning system on the Ford. The Bureau representative also installed tamper indicators
4 on all four wheels of the Ford to detect removal of the wheels.

5 48. On February 11, 2015, a Bureau undercover operator (operator) drove the Ford to
6 Pep Boys Auto #840 store at 170 East El Camino Real, in Sunnyvale, California. The operator
7 asked a representative from Pep Boys Auto #840 to diagnose why the air conditioning system on
8 the Ford was not blowing cold air and requested that the wheels on the Ford be removed and the
9 condition of the brakes inspected. The operator signed an estimate of \$66.82 for the air
10 conditioning diagnosis and the brake inspection. The representative told the operator that he
11 would waive the \$14.99 charge to remove the wheels and inspect the brakes if no brake repairs
12 were needed.

13 49. On February 12, 2015, the operator called Pep Boys Auto #840, and was informed
14 by a representative that the Ford needed a pressure switch and that the brakes were fine. Later
15 that day, the operator spoke with a representative from Pep Boys #840 who told the operator that
16 the pressure switch needed to be replaced and the air conditioning needed to be recharged so that
17 it would blow cold air. The representative also told the operator that the wheels on the car had
18 been removed to inspect the brakes and that the brakes did not require any service. The
19 representative told the operator that the cost of replacing the pressure switch was \$147.47, the
20 cost of recharging the air conditioning was \$210.00, and that the total cost for the diagnosis and
21 repair would be \$436.51. The operator gave the representative authorization to make the
22 recommended repairs and the representative told her the Ford would be ready the following day.

23 50. On February 13, 2015, the operator received a voice message that the Ford was
24 ready for pick up. The operator arrived at Pep Boys Auto #840 and a representative told her that
25 everything was fixed and provided her an invoice ([REDACTED]) for \$436.50. The operator paid the
26 representative \$436.50 and was provided a receipt. The operator drove the Ford to the Bureau's
27 San Jose storage facility.

28 51. On February 20, 2015, a Bureau representative re-inspected the Ford and found

1 that the air conditioning cycling switch had been replaced and the Ford's air conditioning system
2 was operating properly and to factory specifications. The Bureau representative determined that
3 the adding of dye, stop leak, recovering, evacuating and recycling refrigerant in the air
4 conditioning system was not needed to return the air conditioning system to normal operation.

5 **TWELFTH CAUSE FOR DISCIPLINE**
6 **False or Misleading Statements; Fraud; Unfair Business Practices**
7 **(Bus. & Prof. Code, §§ 9884.7, subs. (a)(1), 17200, & 17500; Cal. Code Regs., tit. 16, §**
8 **3371)**

9 52. The allegations in paragraphs 47 through 51 are re-alleged and incorporated by
10 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
11 No. ARD 181489 to discipline for making false or misleading statements, and engaging in unfair
12 business practices, by recommending unnecessary repairs related to the Ford's air conditioning
13 system (Bus. & Prof. Code, §§ 9884.7, subs. (a)(1), 17200, & 17500; Cal. Code Regs., tit. 16, §
14 3371.). Pep Boys Auto #840 representatives made false statements to the Bureau's undercover
15 operator and invoiced the Bureau for parts and services that were not needed to repair the Ford's
16 air conditioning system. Further, Pep Boys Auto #840 representatives made false statements to
17 the Bureau undercover operator when they failed to waive charges for the inspection of the brake
18 system despite telling the operator that charges would be waived if they determined that no
19 service or repairs were needed for the Ford's brakes.

20 **THIRTEENTH CAUSE FOR DISCIPLINE**
21 **Fraud**
22 **(Bus. & Prof. Code, §§ 9884.7, subd. (a)(4))**

23 53. The allegations in paragraphs 47 through 51 are re-alleged and incorporated by
24 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
25 No. ARD 181489 to discipline for conduct constituting fraud (Bus. & Prof. Code, § 9884.7, subd.
26 (a)(4)). Pep Boys Auto #840 invoiced the Bureau for evacuating and recharging the Ford's air
27 conditioning system so it would blow cold air. However, evacuating and recharging the air
28 conditioning system was not necessary as the Ford's air conditioning system was fully charged
when presented at Pep Boys Auto # 840 for diagnosis.

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1 **FOURTEENTH CAUSE FOR DISCIPLINE**
2 **Failure to Properly Document Invoice**
3 **(Bus. & Prof. Code, § 9884.8; Cal. Code Regs., tit. 16, § 3356, subd. (a))**

4 54. The allegations in paragraphs 47 through 51 are re-alleged and incorporated by
5 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
6 No. ARD 181489 to discipline for failing to document on the invoice the results of the brake
7 inspection done on the Ford despite charging \$14.99 for the brake inspection. Further, the invoice
8 provided to the Bureau's undercover operator contained abbreviations such as "CHK,
9 RCVRY&RCHG, RECYCR134" to describe services done and parts supplied that would not be
10 clear to consumers. (Bus. & Prof. Code, § 9884.8; Cal. Code Regs., tit. 16, § 3356, subd. (a)).

11 **4. ARD 189602**

12 *Undercover Operation 1*

13 55. From March 28, 2014 through May 13, 2014, a Bureau representative inspected
14 and documented a 2003 Buick (Buick). The representative introduced a charging system defect in
15 the Buick's fully functional charging system. The documented defect was a broken wire at the
16 alternator harness, which caused the alternator to stop charging the battery. As a result, the
17 voltage warning lamp on the Buick's dashboard was illuminated. There were no other defects
18 with the Buick. The Buick is designed to store a trouble code until the alternator defect (low
19 voltage output) is repaired. The only repair needed to correct the defect in the Buick would be to
20 follow the appropriate diagnostic chart to the defective wire at the alternator.

21 56. On May 21, 2014, a Bureau undercover operator (operator) drove the Buick to Pep
22 Boys Auto #873 located at 3780 Stevens Creek Boulevard in San Jose, California. The operator
23 asked a representative from Pep Boys Auto #873 for an oil change on the Buick and to have the
24 illuminated light on the Buick's dashboard checked. The representative filled out a work order,
25 and the operator signed an estimate of \$92.56 for the requested repair work. The representative
26 provided a copy of the work order and estimate to the operator.

27 57. Later that day, a Pep Boys Auto #873 representative called the operator and
28 explained that the alternator had set a code, and that was why the voltage warning light appeared
on the Buick's dashboard. The representative told the operator that the alternator on the Buick

1 had to be replaced. The representative further explained that he would get the part from his
2 supplier and replace the alternator that day and gave the operator an estimate of \$514.21 to
3 replace the alternator. The operator asked the representative if it was necessary to replace the
4 alternator. The representative said that it was necessary to replace the alternator. Later that same
5 day, the same representative called the operator and explained that he had installed the alternator
6 in the Buick, but the voltage warning light on the Buick's dashboard was going "on and off" due
7 to a loose wire that was attached to the alternator. The representative explained that a new plug,
8 which was part of the alternator harness, was needed to repair the Buick and quoted a price of
9 \$184.00 for the new plug. The operator authorized the plug replacement.

10 58. On May 23, 2014, the operator returned to Pep Boys Auto #873 to retrieve the Buick.
11 The operator was given an invoice (# [REDACTED]) for \$568.92. The invoice listed a "Complimentary
12 Vehicle Inspection" but did not itemize the services performed for that inspection. The operator
13 paid the \$568.92 and received a copy of the invoice, a receipt, and a vehicle record report. The
14 operator then drove the Buick to the Bureau's San Jose storage facility.

15 59. On May 27, 2014, a BAR representative re-inspected the Buick and reviewed a copy
16 of the invoice from Pep Boys Auto #873. The BAR representative found that the alternator and
17 the alternator harness on the Buick were replaced and the system was operating. The BAR
18 representative determined that the replacement of the alternator was not necessary as the only
19 service that the Buick needed to correct the charging system defect was a wire harness repair.

20 **FIFTEENTH CAUSE FOR DISCIPLINE**

21 **False or Misleading Statements; Unfair Business Practices**

22 **(Bus. & Prof. Code §§ 9884.7, subds. (a)(1), 17200, & 17500; Cal. Code Regs., tit. 16, § 3371)**

23 60. The allegations in paragraphs 55 through 59 are re-alleged and incorporated by
24 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
25 No. ARD 189602 to discipline for making false or misleading statements, and engaging in unfair
26 business practices, by recommending unnecessary repairs related to the Buick's charging system.
27 (Bus. & Prof. Code, §§ 9884.7, subds. (a)(1), 17200, & 17500; Cal. Code Regs., tit. 16, § 3371.).
28 Pep Boys Auto #873 representatives made false statements to the Bureau's undercover operator

1 when they stated that replacement of the Buick's alternator was necessary, when in fact, it was
2 not.

3 **SIXTEENTH CAUSE FOR DISCIPLINE**

4 **Fraud**

5 **(Bus. & Prof. Code, §§ 9884.7, subd. (a)(4))**

6 61. The allegations in paragraphs 55 through 59 are re-alleged and incorporated by
7 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
8 No. ARD 189602 to discipline for conduct constituting fraud (Bus. & Prof. Code, § 9884.7, subd.
9 (a)(4)). Pep Boys Auto #873 charged the Bureau's undercover operator \$397.70 for a new
10 alternator for the Buick, which they knew or should have known, was not necessary.

11 **SEVENTEENTH CAUSE FOR DISCIPLINE**

12 **Failure to Properly Document Invoice**

13 **(Bus. & Prof. Code, § 9884.8)**

14 62. The allegations in paragraphs 55 through 59 are re-alleged and incorporated by
15 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
16 No. ARD 189602 to discipline for failing to document the services involved in the
17 "Complementary Vehicle Inspection" on the invoice provided to the Bureau's undercover
18 operator (Bus. & Prof. Code, § 9884.8).

19 *Undercover Operation 2*

20 63. From June 19, 2014, through July 30, 2014, a BAR representative inspected and
21 documented a 2000 Chevrolet (Chevrolet). The representative introduced a system defect into the
22 Chevrolet's fully functional air conditioning system. The documented defect was an open circuit
23 within the compressor relay, which made the air conditioning system compressor inoperable. No
24 other defects were present. The proper repair for the Chevrolet's air conditioning system would
25 be to diagnose the open circuit and replace the relay. No other repairs or diagnosis would be
26 necessary for the air conditioning system. During the documentation of the Chevrolet, the BAR
27 representative machined the Chevrolet's front brake pads to a level where the pads would engage
28 the wear warning label, which caused high pitch sounds when the front brakes were engaged.
This indicates that the brake pads require replacement.

64. On August 7, 2014, a Bureau representative called Pep Boys Auto #873 and spoke

1 with the service department receptionist about an appointment to have the Chevrolet's oil changed
2 and air conditioning system checked. The Bureau representative explained that the air
3 conditioning system was blowing warm air and asked if the oil change came with a safety
4 inspection. The receptionist told the Bureau representative that all of Pep Boys's oil changes
5 included a vehicle inspection. Further, the receptionist said that the service included inspection of
6 belts, hoses, tires, and brakes. An appointment was scheduled for the Chevrolet on August 12,
7 2014.

8 65. On August 12, 2014, a Bureau undercover operator (operator) drove the Chevrolet
9 to Pep Boys Auto # 873 at 3780 Stevens Creek Boulevard in San Jose, California. The operator
10 met with a Pep Boys Auto # 873 representative (representative) and explained that he had an
11 appointment for a vehicle inspection and an oil change. The operator also asked the
12 representative to diagnose the Chevrolet's air conditioning system. The operator and the
13 representative filled out a work order and an estimate for \$86.07, which the operator signed. The
14 operator was not given a copy of the work order or the estimate.

15 66. Later that day, a different Pep Boys Auto #873 representative called the operator
16 and told him that the air conditioning system had already been recharged and that the system still
17 did not work. The representative explained that it would cost an additional \$67.00 to diagnose the
18 air conditioning system further. The operator asked if this work was necessary. After the
19 representative told him the additional work was necessary, the operator authorized the additional
20 diagnosis. Later that day, the representative called the operator and explained that his technician
21 had found that a relay was backwards and more time was needed to diagnose the air conditioning
22 system. The representative said that he believed that a replacement of the relay would solve the
23 problem and that the total bill would be about \$390.00. The operator asked the representative if
24 the proposed work was necessary and the representative indicated it was necessary. The operator
25 authorized the additional work. Later in the day, the operator received a text message indicating
26 that the work on the Chevrolet was completed.

27 67. On August 13, 2014, the operator returned to Pep Boys Auto #873 to retrieve the
28 Chevrolet. The operator was given an invoice (# [REDACTED]) for \$348.05. The operator asked if the

1 requested services had been completed. The Pep Boys Auto #873 representative told the operator
2 that all the service had been completed and the vehicle was fine. The operator paid the \$348.05
3 and received a copy of the invoice, a receipt, and a Pep Boys Rewards Card. The operator then
4 drove the Chevrolet to the Bureau's San Jose storage facility.

5 68. August 15, 2014, a Bureau representative re-inspected the Chevrolet and reviewed the
6 invoice from Pep Boys Auto #873. The Bureau representative found that the Chevrolet's air
7 conditioning system was operating. The Chevrolet's horn relay was found in place of the air
8 conditioning compressor relay. The Bureau representative found that the Chevrolet's horn did not
9 operate. Further, the Chevrolet's air conditioning system contained two more ounces of
10 refrigerant than when it was taken to Pep Boys Auto #873. Finally, the Bureau representative
11 found that the Chevrolet's front brake pads were still worn down to the warning tabs. The Bureau
12 representative found that the evacuation and recharging of the air conditioning system was not
13 necessary. The air conditioning system problem was corrected by switching the compressor relay
14 with the horn relay. However, the switching of the relays caused the Chevrolet's horn to become
15 inoperable.

16 69. Pep Boys Auto #873's Invoice # [REDACTED] for the work done on the Chevrolet included
17 charges for "A/C Evaluation" and a "Complete A/C System Evacuation." Both of these services
18 included dye for leaks. However, the air conditioning system did not leak and was fully charged.
19 As such, both of these invoiced services were not necessary. Invoice # [REDACTED] also included a
20 "Complimentary Vehicle Inspection" which included a four-wheel brake lining inspection and
21 measurements. However, Pep Boys #873 failed to document any brake lining measurements and
22 failed to notify the Bureau undercover operator of the need for front brake pad replacement.

23 **EIGHTEENTH CAUSE FOR DISCIPLINE**

24 **False or Misleading Statements; Unfair Business Practices**

24 **(Bus. & Prof. Code §§ 9884.7, subds. (a)(1), 17200, & 17500; Cal. Code Regs., tit. 16, § 3371)**

25 70. The allegations in paragraphs 63 through 69 are re-alleged and incorporated by
26 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
27 No. ARD 189602 to discipline for making false or misleading statements, and engaging in unfair
28 business practices, by recommending unnecessary repairs related to the repair of the Chevrolet.

1 (Bus. & Prof. Code, §§ 9884.7, subds. (a)(1), 17200, & 17500; Cal. Code Regs., tit. 16, § 3371.).
2 Pep Boys Auto #873 representatives made false statements to the Bureau's undercover operator
3 when they stated that all the services had been completed and the vehicle was fine, when in fact,
4 the front brakes were in need of service and the horn had been disabled. Further, Pep Boys Auto
5 #873 made false and misleading statements when they told the undercover operator that a
6 complete air conditioning evacuation and recharge was necessary, when in fact, the Chevrolet's
7 air conditioning system had no leaks and was fully charged before the Chevrolet arrived at Pep
8 Boys Auto #873.

9 **NINETEENTH CAUSE FOR DISCIPLINE**

10 **Fraud**

11 **(Bus. & Prof. Code, §§ 9884.7, subd. (a)(4))**

12 71. The allegations in paragraphs 63 through 69 are re-alleged and incorporated by
13 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
14 No. ARD 189602 to discipline for conduct constituting fraud (Bus. & Prof. Code, § 9884.7, subd.
15 (a)(4)). Pep Boys Auto #873 charged the Bureau's undercover operator \$211.05 for a "Complete
16 AC Evacuation & Recharge" when the Chevrolet's air conditioning system had no leaks and was
17 fully charged before the Chevrolet arrived at Pep Boys Auto #873. These repairs were not
18 necessary.

19 **TWENTIETH CAUSE FOR DISCIPLINE**

20 **Gross Negligence**

21 **(Bus. & Prof. Code, §§ 9884.7, subd. (a)(5))**

22 72. The allegations in paragraphs 63 through 69 are re-alleged and incorporated by
23 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
24 No. ARD 189602 to discipline for conduct constituting gross negligence (Bus. & Prof. Code, §
25 9884.7, subd. (a)(5)). Pep Boys Auto #873 acted with gross negligence when they disabled the
26 Chevrolet's safety device (horn) and failed to notify the BAR undercover operator. Further, Pep
27 Boys Auto # 873 acted with gross negligence when they failed to properly perform the
28 Complimentary Vehicle Inspection and failed to notify the undercover operator of needed brake
service.

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1 **TWENTY-FIRST CAUSE FOR DISCIPLINE**
2 **Willful Departure from Accepted Trade Standards**
3 **(Bus. & Prof. Code, § 9884.7, subd. (a)(7); Cal. Code Regs., tit. 16, § 3366)**

4 73. The allegations in paragraphs 63 through 69 are re-alleged and incorporated by
5 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
6 No. 189602 to discipline for willfully departing from accepted trade standards regarding their
7 work on the Chevrolet's air conditioning system. Specifically, when Pep Boys Auto #873 failed
8 to check the air conditioning compressor before evacuating and charging the air conditioning
9 system, they departed from accepted trade standards (Bus. & Prof. Code, § 9884.7, subd. (a)(7);
10 Cal. Code Regs., tit. 16, § 3366).

11 **TWENTY-SECOND CAUSE FOR DISCIPLINE**
12 **Failure to Provide Copy of Signed Estimate**
13 **(Bus. & Prof. Code, §§ 9884.7, subd. (a)(3), 9884.9, subd. (a), and Cal. Code Regs., tit. 16, §**
14 **3353, subd. (a))**

15 74. The allegations in paragraphs 63 through 69 are re-alleged and incorporated by
16 reference as if fully set forth. Respondents have subjected Automotive Repair Dealer Registration
17 No. 189602 to discipline for failing to provide a signed copy of the work order and a written
18 estimate to the BAR undercover operator at the time when he signed it and before a technician
19 worked on the Chevrolet (Bus. & Prof. Code, §§ 9884.7, subd. (a)(3), 9884.9, subd. (a); & Cal.
20 Code Regs., tit. 16, § 3353, subd. (a)).

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1 PRAYER

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

- 4 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
5 180095, issued to Pep Boys Auto #816;
- 6 2. Revoking or suspending Automotive Repair Dealer Number ARD 180528, issued to
7 Pep Boys Auto #828;
- 8 3. Revoking or suspending Automotive Repair Dealer Number ARD 18149, issued to
9 Pep Boys Auto #840;
- 10 4. Revoking or suspending Automotive Repair Dealer Number ARD 189602, issued to
11 Pep Boys Auto # 873;
- 12 5. Ordering The Pep Boys Manny Moe & Jack of California, John Sweetwood, President
13 and Brian Zuckerman, Secretary, to pay the Bureau of Automotive Repair the reasonable costs of
14 the investigation and enforcement of this case, pursuant to Business and Professions Code section
15 125.3;
- 16 6. Taking such other and further action as deemed necessary and proper.
- 17
18
19

20 DATED: February 26, 2016

Patrick Dorais

21 PATRICK DORAIS
22 Chief
23 Bureau of Automotive Repair
24 Department of Consumer Affairs
25 State of California
26 *Complainant*

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