

BEFORE THE DIRECTOR
DEPARTMENT OF CONSUMER AFFAIRS
BUREAU OF AUTOMOTIVE REPAIR
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

**LOLA HENRIETTA MARKS,
PRESIDENT; JERRY L. MARKS,
SECRETARY/TREASURER; MOTOR
MEISTER INC., DOING BUSINESS AS
MOTOR MEISTER INC.**

12217 Woodruff Ave
Downey, CA 90241

Automotive Repair Dealer Registration No.
ARD 197177

Respondent.

Case No. 77/15-15

DECISION

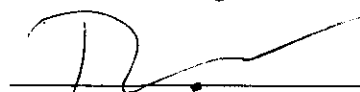
The attached Stipulated Revocation of License and Order is hereby accepted and adopted as the Decision of the Director of the Department of Consumer Affairs in the above-entitled matter.

This Decision shall become effective

January 27, 2015.

DATED:

January 2, 2015



TAMARA COLSON
Assistant General Counsel
Department of Consumer Affairs

1 KAMALA D. HARRIS
Attorney General of California
2 JAMES M. LEDAKIS
Supervising Deputy Attorney General
3 ADRIAN R. CONTRERAS
Deputy Attorney General
4 State Bar No. 267200
110 West "A" Street, Suite 1100
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2634
7 Facsimile: (619) 645-2061
E-mail: Adrian.Contreras@doj.ca.gov
8 *Attorneys for Complainant*

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

12 In the Matter of the Accusation Against:

Case No. 77/15-15

13 **LOLA HENRIETTA MARKS,**
14 **PRESIDENT; JERRY L. MARKS,**
15 **SECRETARY/TREASURER; MOTOR**
MEISTER INC., DOING BUSINESS AS
MOTOR MEISTER INC.
16 **12217 Woodruff Ave**
Downey, CA 90241

STIPULATED REVOCATION OF
LICENSE AND ORDER

17 **Automotive Repair Dealer Registration No.**
18 **ARD 197177**

19 Respondent.

20
21 In the interest of a prompt and speedy settlement of this matter, consistent with the public
22 interest and the responsibilities of the Director of Consumer Affairs and the Bureau of
23 Automotive Repair the parties hereby agree to the following Stipulated Revocation of License
24 and Disciplinary Order which will be submitted to the Director for the Director's approval and
25 adoption as the final disposition of the Accusation.

26 **PARTIES**

27 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair. He
28 brought this action solely in his official capacity and is represented in this matter by Kamala D.

1 Harris, Attorney General of the State of California, by Adrian R. Contreras, Deputy Attorney
2 General.

3 2. Lola Henrietta Marks, President; Jerry L. Marks, Secretary/Treasurer; Motor Meister
4 Inc., doing business as Motor Meister, Inc. (collectively Respondent) is represented in this
5 proceeding by attorney Jeffrey Smith of Curd, Galindo & Smith LLP, whose address is 301 East
6 Ocean Blvd. #1700, Long Beach, CA 90802.

7 3. On or about November 18, 1997, the Bureau of Automotive Repair issued
8 Automotive Repair Dealer Registration No. ARD 197177 to Respondent. The Automotive
9 Repair Dealer Registration will expire on November 30, 2014, unless renewed.

10 JURISDICTION

11 4. Accusation No. 77/15-15 was filed before the Director of Consumer Affairs
12 (Director), for the Bureau of Automotive Repair (Bureau), and is currently pending against
13 Respondent. The Accusation and all other statutorily required documents were properly served
14 on Respondent on August 29, 2014. Respondent timely filed a Notice of Defense contesting the
15 Accusation. A copy of Accusation No. 77/15-15 is attached as Exhibit A and incorporated by
16 reference.

17 ADVISEMENT AND WAIVERS

18 5. Respondent has carefully read, fully discussed with counsel, and understands the
19 charges and allegations in Accusation No. 77/15-15. Respondent also has carefully read, fully
20 discussed with counsel, and understands the effects of this Stipulated Revocation of License and
21 Order.

22 6. Respondent is fully aware of Respondent's legal rights in this matter, including the
23 right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-
24 examine the witnesses against Respondent; the right to present evidence and to testify on
25 Respondent's own behalf; the right to the issuance of subpoenas to compel the attendance of
26 witnesses and the production of documents; the right to reconsideration and court review of an
27 adverse decision; and all other rights accorded by the California Administrative Procedure Act
28 and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

8. Respondent understands that the charges and allegations in Accusation No. 77/15-15, if proven at a hearing, constitute cause for imposing discipline upon Respondent's Automotive Repair Dealer Registration.

9. For the purpose of resolving the Accusation without the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual basis for the charges in the Accusation and that those charges constitute cause for discipline. Respondent hereby gives up the right to contest that cause for discipline exists based on those charges.

10. Respondent understands that by signing this stipulation Respondent enables the Director to issue an order accepting the revocation of Respondent's Automotive Repair Dealer Registration without further process.

RESERVATION

11. The admissions made by Respondent herein are only for the purposes of this proceeding, or any other proceedings in which the Director of Consumer Affairs, Bureau of Automotive Repair, or other professional licensing agency is a party, and shall not be admissible in any other criminal or civil proceeding.

CONTINGENCY

12. This stipulation shall be subject to approval by the Director or the Director's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Bureau of Automotive Repair may communicate directly with the Director and staff regarding this stipulation and revocation, without notice to or participation by Respondent or Respondent's counsel. By signing the stipulation, Respondent understands and agrees that Respondent may not withdraw Respondent's agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated Revocation and Disciplinary Order shall be of no force or effect, except for

1 this paragraph, it shall be inadmissible in any legal action between the parties, and the Director
2 shall not be disqualified from further action by having considered this matter.

3 13. The parties understand and agree that Portable Document Format (PDF) and facsimile
4 copies of this Stipulated Revocation of License and Order, including PDF and facsimile
5 signatures thereto, shall have the same force and effect as the originals.

6 14. This Stipulated Revocation of License and Order is intended by the parties to be an
7 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
8 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
9 negotiations, and commitments (written or oral). This Stipulated Revocation of License and
10 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
11 writing executed by an authorized representative of each of the parties.

12 15. In consideration of the foregoing admissions and stipulations, the parties agree that
13 the Director may, without further notice or formal proceeding, issue and enter the following
14 Order:

15 **ORDER**

16 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 197177
17 issued to Respondent Lola Henrietta Marks, President; Jerry L. Marks, Secretary/Treasurer;
18 Motor Meister Inc., doing business as Motor Meister, Inc., is revoked by the Director of
19 Consumer Affairs.

20 1. The revocation of Respondent's Automotive Repair Dealer Registration shall
21 constitute the imposition of discipline against Respondent. This stipulation constitutes a record of
22 the discipline and shall become a part of Respondent's license history with the Bureau of
23 Automotive Repair.

24 2. Respondent shall lose all rights and privileges as an Automotive Repair Dealer in
25 California as of the effective date of the Director's Decision and Order.

26 3. Respondent shall cause to be delivered to the Bureau a pocket license and, if one was
27 issued, a wall certificate on or before the effective date of the Decision and Order.
28

4. If Respondent ever files an application for licensure or a petition for reinstatement in the State of California, the Bureau shall treat it as a petition for reinstatement. Respondent must comply with all the laws, regulations and procedures for reinstatement of a revoked license in effect at the time the petition is filed, and all of the charges and allegations contained in Accusation No. 77/15-15 shall be deemed to be true, correct, and admitted by Respondent when the Director determines whether to grant or deny the petition.

5. Respondent shall pay the agency its costs of investigation and enforcement in the amount of \$29,524.46 before issuance of a new or reinstated license.

6. If Respondent should ever apply or reapply for a new license or certification, or petition for reinstatement of a license, by any health care licensing agency in the State of California, all of the charges and allegations contained in Accusation, No. 77/15-15 shall be deemed to be true, correct, and admitted by Respondent for the purpose of any Statement of Issues or any other proceeding seeking to deny or restrict licensure.

ACCEPTANCE

I have carefully read the above Stipulated Revocation of License and Order and have fully discussed it with my attorney, Jeffrey Smith. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration. I enter into this Revocation of License and Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED:

~~LOLA HENRIETTA MARKS, PRESIDENT:~~
MOTOR MEISTER INC., DOING BUSINESS AS
MOTOR MEISTER INC.
Respondent

///

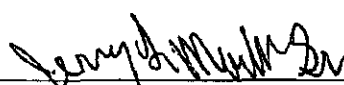
///

///

///

1 I have carefully read the above Stipulated Revocation of License and Order and have fully
2 discussed it with my attorney, Jeffrey Smith. I understand the stipulation and the effect it will
3 have on my Automotive Repair Dealer Registration. I enter into this Revocation of License and
4 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order
5 of the Director of Consumer Affairs.

6
7 DATED: 11/21/14


JERRY L. MARKS, SECRETARY/TREASURER;
MOTOR MEISTER INC., DOING BUSINESS AS
MOTOR MEISTER INC.
Respondent *former*

10 I have read and fully discussed with Respondent Lola Henrietta Marks, President; Jerry L.
11 Marks, Secretary/Treasurer; Motor Meister Inc., doing business as Motor Meister, Inc., the terms
12 and conditions and other matters contained in this Stipulated Revocation of License and Order. I
13 approve its form and content.

14 DATED: 11/21/14


JEFFREY SMITH, ESQ.
Attorney for Respondent

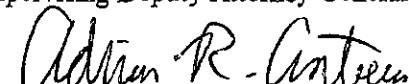
17 ENDORSEMENT

18 The foregoing Stipulated Revocation of License and Order is hereby respectfully submitted
19 for consideration by the Director of Consumer Affairs.

20 Dated: 11/21/14

Respectfully submitted,

21 KAMALA D. HARRIS
22 Attorney General of California
23 JAMES M. LEDAKIS
Supervising Deputy Attorney General


24
25 ADRIAN R. CONTRERAS
26 Deputy Attorney General
Attorneys for Complainant

27
28 LA2014511580
70953085.doc

Exhibit A

Accusation No. 77/15-15

1 KAMALA D. HARRIS
Attorney General of California
2 JAMES M. LEDAKIS
Supervising Deputy Attorney General
3 ADRIAN R. CONTRERAS
Deputy Attorney General
4 State Bar No. 267200
110 West "A" Street, Suite 1100
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2634
7 Facsimile: (619) 645-2061
E-mail: Adrian.Contreras@doj.ca.gov
8 *Attorneys for Complainant*

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

12 In the Matter of the Accusation Against:

Case No. 77/15-15

13 **LOLA HENRIETTA MARKS,**
14 **PRESIDENT; JERRY L. MARKS,**
15 **SECRETARY/TREASURER; MOTOR**
16 **MEISTER INC., DOING BUSINESS AS**
MOTOR MEISTER INC.
12217 Woodruff Ave.
Downey, CA 90241

A C C U S A T I O N

17 Automotive Repair Registration No. ARD
18 197177

19 Respondent.

20 Complainant alleges:

21 **PARTIES**

- 22 1. Patrick Dorais (Complainant) brings this Accusation solely in his official capacity as
23 the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs.
- 24 2. On or about November 18, 1997, the Bureau of Automotive Repair issued
25 Automotive Repair Registration Number ARD 197177 to Lola Henrietta Marks, President; Jerry
26 L. Marks, Secretary/Treasurer; Motor Meister Inc., doing business as Motor Meister, Inc.
27 (Respondent). The Automotive Repair Registration was in full force and effect at all times
28 relevant to the charges brought herein and will expire on November 30, 2014, unless renewed.

JURISDICTION

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

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

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

6. Section 9884.22 of the Code states:

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

"..."

STATUTORY PROVISIONS

7. Section 22 of the Code states:

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

"(b) Whenever the regulatory program of a board that is subject to review by the Joint Committee on Boards, Commissions, and Consumer Protection, as provided for in Division 1.2

1 (commencing with Section 473), is taken over by the department, that program shall be designated
2 as a "bureau."

3 8. Section 23.7 of the Code states:

4 "Unless otherwise expressly provided, 'license' means license, certificate, registration, or
5 other means to engage in a business or profession regulated by this code or referred to in Section
6 1000 or 3600."

7 9. Section 9884.7 of the Code states:

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

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

16 "(2) Causing or allowing a customer to sign any work order that does not state the repairs
17 requested by the customer or the automobile's odometer reading at the time of repair.

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

20 "(4) Any other conduct that constitutes fraud.

21 "(5) Conduct constituting gross negligence.

22 "(6) Failure in any material respect to comply with the provisions of this chapter or
23 regulations adopted pursuant to it.

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

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

1 “(9) Having repair work done by someone other than the dealer or his or her employees
2 without the knowledge or consent of the customer unless the dealer can demonstrate that the
3 customer could not reasonably have been notified.

4 “(10) Conviction of a violation of Section 551 of the Penal Code.

5 “...

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

10 10. Section 9884.8 of the Code states:

11 “All work done by an automotive repair dealer, including all warranty work, shall be
12 recorded on an invoice and shall describe all service work done and parts supplied. Service work
13 and parts shall be listed separately on the invoice, which shall also state separately the subtotal
14 prices for service work and for parts, not including sales tax, and shall state separately the sales
15 tax, if any, applicable to each. If any used, rebuilt, or reconditioned parts are supplied, the invoice
16 shall clearly state that fact. If a part of a component system is composed of new and used, rebuilt
17 or reconditioned parts, that invoice shall clearly state that fact. The invoice shall include a
18 statement indicating whether any crash parts are original equipment manufacturer crash parts or
19 nonoriginal equipment manufacturer aftermarket crash parts. One copy of the invoice shall be
20 given to the customer and one copy shall be retained by the automotive repair dealer.”

21 11. Section 9884.9 of the Code states:

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

1 electronic mail or facsimile transmission from the customer. The bureau may specify in regulation
2 the procedures to be followed by an automotive repair dealer if an authorization or consent for an
3 increase in the original estimated price is provided by electronic mail or facsimile transmission. If
4 that consent is 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, together with a
6 specification of the additional parts and labor and the total additional cost, and shall do either of
7 the following:

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

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

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

14

15 _____
16 (signature or initials)"

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

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

25 "(c) In addition to subdivisions (a) and (b), an automotive repair dealer, when doing auto
26 body or collision repairs, shall provide an itemized written estimate for all parts and labor to the
27 customer. The estimate shall describe labor and parts separately and shall identify each part,
28 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

1 part is an original equipment manufacturer crash part or a nonoriginal equipment manufacturer
2 aftermarket crash part.

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

10 12. Section 9884.10 of the Code states:

11 "Upon request of the customer at the time the work order is taken, the automotive repair
12 dealer shall return replaced parts to the customer at the time of the completion of the work
13 excepting such parts as may be exempt because of size, weight, or other similar factors from this
14 requirement by regulations of the department and excepting such parts as the automotive repair
15 dealer is required to return to the manufacturer or distributor under a warranty arrangement. If
16 such parts must be returned to the manufacturer or distributor, the dealer at the time the work
17 order is taken shall offer to show, and upon acceptance of such offer or request shall show, such
18 parts to the customer upon completion of the work, except that the dealer shall not be required to
19 show a replaced part when no charge is being made for the replacement part."

20 13. Section 9884.11 of the Code states that "[e]ach automotive repair dealer shall maintain
21 any records that are required by regulations adopted to carry out this chapter [the Automotive
22 Repair Act]. Those records shall be open for reasonable inspection by the chief or other law
23 enforcement officials. All of those records shall be maintained for at least three years."

24 REGULATORY PROVISIONS

25 14. California Code of Regulations, title 16, section 3353, states:

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

28 "...

1 "(d) Estimated Price to Tear Down, Inspect, Report and Reassemble. For purposes of this
2 article, to "tear down" shall mean to disassemble, and "teardown" shall mean the act of
3 disassembly. If it is necessary to tear down a vehicle component in order to prepare a written
4 estimated price for required repair, the dealer shall first give the customer a written estimated price
5 for the teardown. This price shall include the cost of reassembly of the component. The estimated
6 price shall also include the cost of parts and necessary labor to replace items such as gaskets, seals
7 and O rings that are normally destroyed by teardown of the component. If the act of teardown
8 might prevent the restoration of the component to its former condition, the dealer shall write that
9 information on the work order containing the teardown estimate before the work order is signed
10 by the customer.

11 "The repair dealer shall notify the customer orally and conspicuously in writing on the
12 teardown estimate the maximum time it will take the repair dealer to reassemble the vehicle or the
13 vehicle component in the event the customer elects not to proceed with the repair or maintenance
14 of the vehicle and shall reassemble the vehicle within that time period if the customer elects not to
15 proceed with the repair or maintenance. The maximum time shall be counted from the date of
16 authorization of teardown.

17 "After the teardown has been performed, the dealer shall prepare a written estimated price
18 for labor and parts necessary for the required repair. All parts required for such repair shall be
19 listed on the estimate. The dealer shall then obtain the customer's authorization for either repair or
20 reassembly before any further work is done.

21 "...."

22 15. California Code of Regulations, title 16, section 3355, states:

23 "Those parts and components that are replaced and that are sold on an exchange basis are
24 exempt from the provisions of Section 9884.10 of the Act requiring the return of replaced parts to
25 the customer, provided the customer is informed that said parts are not returnable orally and by
26 written record on the work order and invoice. When a request is made before the work is started,
27 the dealer shall provide a reasonable opportunity to the customer to inspect the part."

28 16. California Code of Regulations, title 16, section 3356, states:

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

“ . . .

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

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

“ ”
• • • •

17. California Code of Regulations, title 16, section 3359, states:

"Upon the request of a customer, an automotive repair dealer shall disclose the location at which any repair work will be done other than repair work to be done at the dealer's location and by the dealer or his/her employees."

COSTS

18. Section 125.3 of the Code provides, in pertinent part, that the Director may request the administrative law judge to direct a licensee found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case, with failure of the licensee to comply subjecting the license to not being renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be included in a stipulated settlement.

EMIL LEUNG COMPLAINT

19. At all times alleged in this Accusation, Jerry L. Marks, Jr. and Mia Pike were technicians, employees, partners, officers, or members of Respondent.

20. In July 2013, Respondent advertised to rebuild an engine on eBay for \$3,995.00. The advertisement was for a "Porsche 964 993 3.6 Rebuilt Engine C2 & C4 Motor" for \$3,995.00. It is listed as being in "[r]emanufactured" condition. The advertisement provided that parts and machine work are included.

21. Emil Leung saw the advertisement and wanted to contract with Respondent to work on his 1993 Porsche 964. Leung called Respondent's facility and spoke with Mia Pike. She told him that they could pick up the vehicle on the same day for \$175.00. Leung spoke with Jerry L.

1 Marks, Jr.; Marks, Jr. told him they had a 3.9-liter piston kit ready for his engine. Marks, Jr. told
2 him that the labor would be the same but the kit could cost an additional \$1,995.00. Leung
3 needed pistons and four days later, agreed to the terms.

4 22. He asked Pike to pick up his vehicle. She told him that before they could pick it up,
5 he needed to sign a storage agreement. Leung chose the option that cost \$149.00 per month. He
6 asked that Respondent prepare two estimates: one for a stock rebuild with replacement pistons,
7 and the second with the big bore kit.

8 23. The next day, Respondent sent a transport to pick up Leung's vehicle. The engine
9 was boxed, shrink-wrapped, and put on a pallet. Leung was told that he would get an estimate
10 after they picked up the vehicle and examined the components.

11 24. When Leung delivered the vehicle, Respondent provided him with a different estimate.
12 The price was for \$4,625.00, \$630.00 more than what was advertised on eBay. There were
13 additional charges for inspections, "External Parts Prepping and Installation Process," "Inspect
14 Carfax Report," and "Hot Run and Dial In Process." This estimate did not include the pistons or
15 big bore kit. The eBay advertisement did not state that the service is a teardown or a rebuild, or
16 that the teardown would cost an additional \$500.00 above the "rebuild" price. These charges were
17 not disclosed on eBay. In fact, Respondent used this "rebuild" estimate to obtain Leung's
18 authorization to perform a "teardown" inspection of the engine and not for a "rebuilt" or
19 "remanufactured" engine.

20 25. Leung accepted and signed the new estimate. He was led to believe that the new
21 estimate was for the basic cost of rebuilding the engine. He was never told that the rebuild
22 estimate was actually a teardown estimate or that they would not begin the rebuild until after the
23 teardown was completed.

24 26. Jerry later spoke with Leung about the status of his vehicle. The cost rose from
25 \$3,995.00 to \$14,416.60. When Leung asked Marks Jr. to see the engine assembly area, he was
26 refused. Marks Jr. told him that the repairs would take six months to a year. Marks Jr. told him
27 that there were only two engine assemblers and that was why the process takes that long.

28

1 27. Leung reviewed the new estimate. The piston big bore upgrade kit increased from the
2 verbal estimate of \$1,995.00 to \$2,995.00. Multiple items labeled "upgrade" totaled \$8,761.60.
3 Leung was not provided with the estimate for the stock rebuild as requested. On the bottom of the
4 new estimate, the following statement appears: "This does not include any parts or parts that are
5 missing."

6 28. Leung was prepared to go forward with the transaction and paid a \$400.00 deposit.

7 29. Although the advertisement purports to be to rebuild the engine, in fact and in truth,
8 Leung got a teardown inspection with additional "external" or "chassis" preparation and inspection
9 charges. The additional inspections are designed to result in additional, unsuspected charges. The
10 final cost was substantially higher than rebuilding the engine.

11 30. Later, Leung requested that Respondent cancel the transaction. When Leung
12 cancelled the transaction, Respondent sent him a cancellation form to sign. There were several
13 charges. Leung felt pressured, signed the cancellation form, and returned it to Respondent. He
14 got a bill from Respondent for \$1,170.00. Respondent later agreed to release Leung's vehicle for
15 \$824.00. Because Leung had already paid a \$400.00 deposit, he paid \$424.00 for the balance.

16 31. Later, Respondent billed Leung an additional \$280.00 to crate and package the
17 component parts. These parts had been previously shrink-wrapped and put on a pallet when they
18 were given to Respondent. Leung felt pressured to pay this additional charge to ensure that he
19 would get these parts back. He then paid this fee.

20 32. Respondent subsequently failed to crate, package, and return several newer, expensive
21 parts belonging to Leung.

22 **FIRST CAUSE FOR DISCIPLINE**

23 **(Untrue or Misleading Statement)**

24 33. Complainant re-alleges and incorporates by reference the allegations set forth above in
25 paragraphs 19-32.

26 34. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
27 (a)(1), in that Respondent made or authorized statements which Respondent knew or in the
28

1 exercise of reasonable care should have known to be untrue or misleading. The violation includes
2 the following:

3 35. Respondent advertised a rebuilt engine on eBay for \$3,995.00. After Leung delivered
4 his engine and vehicle to Respondent, Respondent asked him to sign an estimate that increased the
5 amount to \$4,625.00. In fact and in truth, as Respondent well knew, the consumer was lead to
6 believe that they are receiving an engine rebuild, when in fact and in truth, as Respondent well
7 knew, they are just getting a teardown inspection with additional "external" or "chassis"
8 preparation and inspection charges. The additional inspections are designed to result in additional,
9 unsuspected charges. The final cost was substantially higher to rebuild the engine

10 **SECOND CAUSE FOR DISCIPLINE**

11 **(Fraud)**

12 36. Complainant re-alleges and incorporates by reference the allegations set forth above in
13 paragraphs 19-35.

14 37. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
15 (a)(4), in that Respondent committed acts which constitute fraud. Respondent agreed to rebuild
16 an engine for \$3,995.00. In fact and in truth, as Respondent well knew, Respondent was just
17 going to provide a teardown inspection with additional "external" or "chassis" preparation and
18 inspection charges. The additional inspections are designed to result in additional, unsuspected
19 charges Respondent intended to induce Leung to rely on his misrepresentation. Leung reasonably
20 relied on Respondent's representation that he would rebuild the engine for \$3,995.00. As a result,
21 the final cost to Leung was substantially higher to rebuild the engine.

22 **THIRD CAUSE FOR DISCIPLINE**

23 **(False Promise)**

24 38. Complainant re-alleges and incorporates by reference the allegations set forth above in
25 paragraphs 19-37.

26 39. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
27 (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or
28 induce a customer to authorize the repair, service, or maintenance of an automobile. Respondent

1 agreed to rebuild an engine for \$3,995.00. In fact and in truth, as Respondent well knew,
2 Respondent was just going to provide a teardown inspection with additional "external" or
3 "chassis" preparation and inspection charges. The additional inspections are designed to result in
4 additional, unsuspected charges.

5 **FOURTH CAUSE FOR DISCIPLINE**

6 **(Violation of Estimate and Authorization Requirements)**

7 40. Complainant re-alleges and incorporates by reference the allegations set forth above in
8 paragraphs 19-39.

9 41. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
10 (a)(6) in conjunction with Code section 9884.9 and the Regulations for violating the requirements
11 for estimates and authorization. Under Regulations section 3353, subdivision (d), the estimate
12 does not disclose that it is really an offer to perform a teardown inspection. It does not disclose
13 the time required to reassemble if repairs are declined. It does not disclose the cost of items
14 normally destroyed by the teardown process. It does not disclose the fact that the disassembly of
15 the engine may prevent reassembly.

16 **FIFTH CAUSE FOR DISCIPLINE**

17 **(Failure to Return Parts)**

18 42. Complainant re-alleges and incorporates by reference the allegations set forth above in
19 paragraphs 19-41.

20 43. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
21 (a)(6) in conjunction with section 9884.10 and Regulations section 3355 for failure to return parts
22 to the customer. Respondent charged \$280.00 to crate and package Leung's parts and then failed
23 to crate, package, and return several newer, expensive parts belonging to Leung.

24 **KEVIN KOPACZ COMPLAINT**

25 44. At all times alleged in this Accusation, Jerry L. Marks, Jr. and Mia Pike were
26 technicians, employees, partners, officers, or members of Respondent.

27 45. Kevin Kopacz contacted Respondent to get an estimate to perform an engine
28 conversion and change the original four-cylinder engine to a six-cylinder engine on his 1970

1 Porsche 914. Respondent estimated that it would cost \$9,995.00 it would be completed within 90
2 days. Kopacz agreed and shipped the vehicle.

3 46. Marks, Jr. and Pike told Kopacz that they needed a deposit to begin the work. By July
4 31, 2012, Kopacz paid Respondent \$7,000.00. By March 8, 2013, Kopacz had made a third
5 payment of \$4,792.95.

6 47. Kopacz would periodically ask Respondent for a status update on the vehicle.
7 Respondent would regularly provide vague answers. After being dissatisfied with the status of the
8 vehicle and these unclear answers, Kopacz requested that Respondent stop the transaction and
9 refund his money. Pike told him that they would only refund a portion, not including the parts
10 already purchased. Although Kopacz requested documentation of the parts purchased,
11 Respondent never provided such documentation.

12 48. After sixteen months, Respondent returned the vehicle to Kopacz without the engine,
13 transmissions, and components that they removed from the vehicle. He was provided an
14 assembled 6-cylinder engine but not the additional parts required to complete the installation.

15 49. Had Kopacz known that the repair would have taken longer than 90 days, he would
16 not have contracted with Respondent.

17 **SIXTH CAUSE FOR DISCIPLINE**

18 **(Untrue or Misleading Statements)**

19 50. Complainant re-alleges and incorporates by reference the allegations set forth above in
20 paragraphs 44-49.

21 51. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
22 (a)(1), in that Respondent made or authorized statements which Respondent knew or in the
23 exercise of reasonable care should have known to be untrue or misleading. Respondent told
24 Kopacz that the transaction would be completed within 90 days. In fact and in truth, as
25 Respondent well knew, the transaction would take longer than 90 days.

26 ///

27 ///

28 ///

1 **SEVENTH CAUSE FOR DISCIPLINE**

2 **(Fraud)**

3 52. Complainant re-alleges and incorporates by reference the allegations set forth above in
4 paragraphs 44-51.

5 53. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
6 (a)(4), in that Respondent committed acts which constitute fraud. Respondent told Kopacz that
7 the transaction would be completed within 90 days. In fact and in truth, as Respondent well knew,
8 the transaction would not be completed within 90 days. Respondent intended Kopacz to rely on
9 this statement to persuade him to proceed with the transaction. Kopacz justifiably relied on this
10 misrepresentation. As a result, Kopacz paid Respondent over \$11,000.00 for the transaction.

11 **EIGHTH CAUSE FOR DISCIPLINE**

12 **(False Promise)**

13 54. Complainant re-alleges and incorporates by reference the allegations set forth above in
14 paragraphs 44-53.

15 55. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
16 (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or
17 induce a customer to authorize the repair, service, or maintenance of an automobile. Respondent
18 told Kopacz that the transaction would be completed within 90 days. In fact and in truth, as
19 Respondent well knew, the transaction would not be completed within 90 days. Respondent
20 intended Kopacz to rely on this statement to persuade him to proceed with the transaction.
21 Kopacz justifiably relied on this misrepresentation. Had Kopacz known that the repair would have
22 taken longer than 90 days, he would not have contracted with Respondent.

23 **NINTH CAUSE FOR DISCIPLINE**

24 **(Failure to Return Parts)**

25 56. Complainant re-alleges and incorporates by reference the allegations set forth above in
26 paragraphs 44-55.

57. Respondent is subject to disciplinary action under Code section 9884.7, subdivision (a)(6) in conjunction with Code section 9884.10 and Regulations section 3355 for failure to return parts to the customer.

VARDELL TAIT COMPLAINT

58. At all times alleged in this Accusation, Jerry L. Marks, Jr. and Mia Pike were technicians, employees, partners, officers, or members of Respondent.

59. On April 12, 2011, Vardell Tait shipped his 1977 Porsche 911, 2.7 liter engine to Respondent to disassemble and inspect the engine and transmission. After the inspection, Tait agreed to pay \$10,040.50 for an engine and transmission rebuild. Marks, Jr. told Tait that having the transaction completed within 120 days "would not be a problem." Tait was led to believe that the transaction would be complete within 120 days and that \$10,040.50 would suffice to complete the transaction.

60. Between October 2011 and May 2012, Tait tried to get a status update on his vehicle from Respondent. In December 2011, he was told that it would be done in two months. Thereafter, it became increasingly difficult to get a status update from Respondent because Respondent would not return his calls and emails.

61. On May 11, 2012, Pike told Tait that the engine would be completed in two weeks. She also said that they would begin the transmission build after the engine was completed.

62. On November 27, 2012, Tait visited Respondent's facility to inspect his vehicle. At no point before this date was he informed that the cost of the rebuild would not include all necessary components to run and test the engine. Marks, Jr. told him that he could not guarantee the engine unless Tait replaced certain items.

63. On December 20, 2012, Pike called Tait and told Tait that the engine was completed. Tait instructed her to complete the transmission assembly before he would pay to proceed on the chassis and external inspections. Tait was told that the transmission would be assembled in a "couple of weeks."

64. On April 23, 2013, Pike sent Tait a picture of the completed transmission assembly. Tait questioned some of the items reported as faulty. Respondent told him that the battery was

1 faulty, when in fact and in truth Tait had bought the battery less than two months before giving
2 Respondent the vehicle. Respondent said that an oil hose was rotted, when in fact and in truth he
3 had it replaced just before it was given to Respondent. Several items that Tait disputed were
4 removed from the work order.

5 65. On May 21, 2013, Tait attached a list of items that he wanted installed on his vehicle
6 and notified Respondent that before he would pay more money, he needed a completion date.
7 Eight days later, Marks, Jr. gave Tait the option to complete the recommended repairs or take the
8 vehicle in a disassembled state.

9 66. On June 12, 2013, Tait discussed the transaction with Marks, Jr. the engine and
10 transmission were assembled, but no accessories were installed. Tait agreed to have all the
11 recommended work done. He paid \$7,035.83. He paid the balance in full under the original
12 agreement. Respondent agreed to complete all repairs by July 31, 2013. In August 2013, the
13 transaction was completed.

14 **TENTH CAUSE FOR DISCIPLINE**

15 **(Untrue or Misleading Statements)**

16 67. Complainant re-alleges and incorporates by reference the allegations set forth above in
17 paragraphs 58-66.

18 68. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
19 (a)(1), in that Respondent made or authorized statements which Respondent knew or in the
20 exercise of reasonable care should have known to be untrue or misleading. The violation includes
21 the following:

22 a. Respondent told Tait that having the transaction completed within 120 days
23 "would not be a problem." In fact and in truth, as Respondent well knew, it would take
24 substantially longer than 120 days to complete the transaction.

25 b. Respondent advertised a "Rebuilt Porsche 911 2.7 Engine" for \$2,995.00. In
26 fact and in truth, as Respondent well knew, these are not true representations of the parts and
27 services Respondent provides.

c. The "rebuilt" Porsche motors are not performed as stated. In fact and in truth, as Respondent well knew, when Respondent presents an estimate to the consumer, Respondent includes the total for the labor for the teardown inspection. The consumer is lead to believe that they are receiving an engine rebuild, when in fact and in truth, as Respondent well knew, they are just getting a teardown inspection with additional "external" or "chassis" preparation and inspection charges. The additional inspections are designed to result in additional, unsuspected charges

ELEVENTH CAUSE FOR DISCIPLINE

(Fraud)

69. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 58-68.

70. Respondent is subject to disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent committed acts which constitute fraud. Respondent told Tait that the transaction would be completed within 120 days. In fact and in truth, as Respondent well knew, the transaction would not be completed within 120 days. Respondent intended Tait to rely on this statement to persuade him to proceed with the transaction. Tait justifiably relied on this misrepresentation. As a result, the services on Tait's vehicle were not completed as contracted.

TWELFTH CAUSE FOR DISCIPLINE

(False Promise)

71. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 58-70.

72. Respondent is subject to disciplinary action under Code section 9884.7, subdivision (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile. Respondent told Tait that the transaction would be completed within 120 days. In fact and in truth, as Respondent well knew, the transaction would not be completed within 120 days. Respondent intended Tait to rely on this statement to persuade him to proceed with the transaction. Tait

1 justifiably relied on this misrepresentation. Had Tait known that the transaction would have taken
2 longer than 120 days, he would not have contracted with Respondent.

3 **THIRTEENTH CAUSE FOR DISCIPLINE**

4 **(Violation of Estimate and Authorization Requirements)**

5 73. Complainant re-alleges and incorporates by reference the allegations set forth above in
6 paragraphs 58-72.

7 74. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
8 (a)(6) in conjunction with Code section 9884.9 and the Regulations for violating the requirements
9 for estimates and authorization. Under Regulations section 3353, subdivision (d), the estimate
10 does not disclose that it is really an offer to perform a teardown inspection. It does not disclose
11 the time required to reassemble if repairs are declined. It does not disclose the cost of items
12 normally destroyed by the teardown process. It does not disclose the fact that the disassembly of
13 the engine may prevent reassembly.

14 **RICHARD ALLEN TRAUGH COMPLAINT**

15 75. At all times alleged in this Accusation, Jerry L. Marks, Jr. and Mia Pike were
16 technicians, employees, partners, officers, or members of Respondent.

17 76. In August 2011, Richard Allen Traugh took the engine of his 2002 Porsche 996 to
18 Respondent. Jerry Marks, Jr. told him that he would inspect the engine and provide him an
19 estimate for the repairs.

20 77. On October 20, 2011, Marks, Jr. told Traugh that the repairs would cost \$12,925.00
21 and would take 90-120 days. Richard Allen Traugh contracted with Respondent to rebuild the
22 engine on his 2002 Porsche 996, and install additional custom options. Traugh authorized
23 \$12,925.00 for the rebuild and paid the amount in full.

24 78. On May 13, 2012, Traugh visited Respondent's facility to check on the progress of the
25 repairs. Respondent told him that the engine case was at the machine shop. In the following two
26 months, Traugh was told the case was at the machine shop being worked on.

27 79. In November 14, 2012, Respondent told Traugh that the engine was not completed.
28 Mia Pike showed him a finished pair of case halves that she represented were Traugh's.

1 Thereafter, Respondent continued to tell Traugh that the repair was almost done. In fact and in
2 truth, as Respondent well knew, this completed engine case was not Traugh's.

3 80. On February 16, 2013, Traugh decided to pick up his engine. When he arrived at
4 Respondent's facility, the case halves were not repaired. They were dirty, damaged, and appeared
5 the same as when he had first sent them to Respondent. Pike told him that the items he had been
6 previously shown were not his.

7 81. Traugh cancelled the contract. He received a new set of pistons, bearings, and
8 gaskets. He received a used crankshaft, connecting rods, and crankshaft cradle. Traugh agreed to
9 pay \$9,035.63 to retrieve his engine and parts. Respondent told him that Respondent would
10 refund him the difference.

11 82. In order to retrieve his property, Traugh paid Respondent \$9,425.00 for a completely
12 disassembled and unfinished engine and parts.

13 83. Some of the services that Traugh paid Respondent to do were not performed. The
14 engine casing was not cleaned, resurfaced, or prepped for piston installation. The crankshaft
15 cradle was not polished or deburred. The crankshaft mating surfaces were not resurfaced.
16 Respondent listed these items on the invoice as having been performed. Respondent charged
17 Traugh \$2,500.00 to perform multiple labor operations. The items that Respondent did not
18 complete make up a substantial portion of the labor that Respondent charged Traugh.

19 84. Had Traugh known that the transaction would take longer than 120 days, he would
20 not have contracted with Respondent. Had Traugh know that he would pay Respondent
21 \$9,425.00 for an incomplete and unfinished engine and parts, he would not have contracted with
22 Respondent.

23 **FOURTEENTH CAUSE FOR DISCIPLINE**

24 **(Untrue or Misleading Statements)**

25 85. Complainant re-alleges and incorporates by reference the allegations set forth above in
26 paragraphs 75-84.

27 86. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
28 (a)(1), in that Respondent made or authorized statements which Respondent knew or in the

1 exercise of reasonable care should have known to be untrue or misleading. The violation includes
2 the following:

3 a. Respondent told Traugh that the transaction would be completed within 120
4 days. In fact and in truth, as Respondent well knew, it would take substantially longer than 120
5 days to complete the transaction.

6 b. Respondent showed Traugh an engine case that was represented to be his to
7 persuade him that Respondent had worked on the engine case. In fact and in truth, as Respondent
8 well knew, that engine case was not Traugh's.

9 c. Respondent charged Traugh \$2,500.00 to perform multiple labor operations. In
10 fact and in truth, as Respondent well knew, this labor was not performed. Respondent intended
11 Traugh to rely on this statement to persuade him to pay Respondent. Traugh justifiably relied on
12 this misrepresentation by paying. As a result, the services on Traugh vehicle were not completed
13 as contracted.

14 **FIFTEENTH CAUSE FOR DISCIPLINE**

15 **(Fraud)**

16 87. Complainant re-alleges and incorporates by reference the allegations set forth above in
17 paragraphs 75-86.

18 88. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
19 (a)(4), in that Respondent committed acts which constitute fraud. The violation includes the
20 following:

21 a. Respondent told Traugh that the transaction would be completed within 120
22 days. In fact and in truth, as Respondent well knew, the transaction would not be completed
23 within 120 days. Respondent intended Traugh to rely on this statement to persuade him to
24 proceed with the transaction. Traugh justifiably relied on this misrepresentation. As a result, the
25 services on Traugh's vehicle were not completed as contracted.

26 b. Respondent charged Traugh \$2,500.00 to perform multiple labor operations. In
27 fact and in truth, as Respondent well knew, this labor was not performed. Respondent intended
28 Traugh to rely on this statement to persuade him to pay Respondent. Traugh justifiably relied on

1 this misrepresentation by paying. As a result, the services on Traugh vehicle were not completed
2 as contracted

3 **SIXTEENTH CAUSE FOR DISCIPLINE**

4 **(False Promise)**

5 89. Complainant re-alleges and incorporates by reference the allegations set forth above in
6 paragraphs 75-88.

7 90. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
8 (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or
9 induce a customer to authorize the repair, service, or maintenance of an automobile. The violation
10 includes the following:

11 a. Respondent told Traugh that the transaction would be completed within 120
12 days. In fact and in truth, as Respondent well knew, the transaction would not be completed
13 within 120 days. Respondent intended Traugh to rely on this statement to persuade him to
14 proceed with the transaction. Traugh justifiably relied on this misrepresentation. Had Traugh
15 known that the transaction would have taken longer than 120 days, he would not have contracted
16 with Respondent.

17 b. Respondent charged Traugh \$2,500.00 to perform multiple labor operations. In
18 fact and in truth, as Respondent well knew, this labor was not performed. Respondent intended
19 Traugh to rely on this statement to persuade him to pay Respondent. Traugh justifiably relied on
20 this misrepresentation by paying. As a result, the services on Traugh's vehicle were not completed
21 as contracted.

22 **SEVENTEENTH CAUSE FOR DISCIPLINE**

23 **(Invoice Violations)**

24 91. Complainant re-alleges and incorporates by reference the allegations set forth above in
25 paragraphs 75-90.

26 92. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
27 (a)(6) in conjunction with Code section 9884.8 in that Respondent failed to comply with invoice
28 requirements. Under Regulations section 3356, subdivision (a)(2) (A), Respondent failed to

1 record all service and repair work performed and the price for each service and repair. The labor
2 charges are not itemized.

3 **AARON WOMACK COMPLAINT**

4 93. At all times alleged in this Accusation, Jerry L. Marks, Jr. and Mia Pike were
5 technicians, employees, partners, officers, or members of Respondent.

6 94. On September 6, 2012, Aaron Womack towed his 1977 Porsche 911 to Respondent's
7 facility. Respondent agreed to remove and rebuild the engine and disassemble the transmission to
8 perform a teardown inspection. After the inspections, Womack contracted with Respondent to
9 rebuild the engine and transmission on his 1977 Porsche 911. Womack authorized \$11,749.85 for
10 the engine rebuild with the upgrade option of installing larger 3.4-liter pistons. Womack provide a
11 \$1,000.00 deposit. Marks Jr. told Womack that the repairs would be completed in 120 days.

12 95. On February 15, 2013, Respondent charged Womack's credit card \$500.00 without
13 authorization. Although Respondent later refunded Womack this amount, this incident persuaded
14 Womack to cancel the transaction. On February 28, 2013, Womack asked to cancel the
15 transaction. Womack asked to inspect the engine. Marks Jr. told him that the engine was sent out
16 to another facility for machine work. Marks Jr. did not tell him previously that the engine would
17 be subcontracted to another facility for machine work and did so without Womack's knowledge or
18 consent. Respondent refused to allow Womack to inspect other vehicle parts.

19 96. On March 5, 2013, Womack received an invoice from Respondent. The engine and
20 transmission would be returned to Womack in a disassembled state and there was a balance due of
21 \$4,072.87. Womack contacted the Bureau to assist him in meeting and conferring with
22 Respondent about the transaction.

23 97. On March 7, 2013, Womack and Respondent contracted to have Respondent
24 complete the rebuild with 3.2-liter pistons by the end of May 2013. Womack paid for \$4,000.00
25 as a deposit.

26 98. On May 3, 2013, Respondent told him that they no longer had the 3.2-liter pistons in
27 stock and offered to install the 3.4-liter piston as originally contracted by May 20, 2013.

28

1 99. On May 20, 2013, Respondent told Womack that that he could not proceed with the
2 transaction because he did not have the piston rings. The engine was supposed to have been
3 completed. Respondent assured Womack that an additional \$2,000.00 would suffice to enable him
4 to assemble and test the engine. Womack authorized this charge.

5 100. On June 11, 2013, the engine block was not tested as contracted. Respondent
6 demanded an additional \$2,600.00 to complete the work and test the engine. Respondent told
7 Womack that the transmission was sent out for repair and was unavailable for inspection, yet
8 refused to tell Womack the location of the transmission. Respondent did not complete the repair
9 as contracted.

10 101. Had Womack known that the rebuild would take more than 120 days, he would not
11 have contracted with Respondent.

12 **EIGHTEENTH CAUSE FOR DISCIPLINE**

13 **(Untrue or Misleading Statement)**

14 102. Complainant re-alleges and incorporates by reference the allegations set forth above in
15 paragraphs 93-101.

16 103. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
17 (a)(1), in that Respondent made or authorized statements which Respondent knew or in the
18 exercise of reasonable care should have known to be untrue or misleading. The violations include
19 the following:

20 a. Respondent contracted with Womack to complete the transaction within 120
21 days. In fact and in truth, as Respondent well knew, the transaction would take longer than 120
22 days. Respondent intended Womack to rely on this statement to persuade him to pay Respondent.
23 Womack justifiably relied on this misrepresentation by paying Respondent. As a result, the
24 services on Womack's vehicle were not completed as contracted.

25 b. In 2013, Respondent contracted with Womack to complete the engine rebuild by
26 the end of May 2013. In fact and in truth, as Respondent well knew, this was not going to be
27 completed by May 2013. Respondent intended Womack to rely on this statement to persuade him
28

1 to pay Respondent. Womack justifiably relied on this misrepresentation by paying. As a result,
2 the services on Womack's vehicle were not completed as contracted.

3 **NINETEENTH CAUSE FOR DISCIPLINE**

4 **(Fraud)**

5 104. Complainant re-alleges and incorporates by reference the allegations set forth above in
6 paragraphs 93-103.

7 105. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
8 (a)(4), in that Respondent committed acts which constitute fraud. The violations include the
9 following:

10 a. Respondent contracted with Womack to complete the transaction within 120
11 days. In fact and in truth, as Respondent well knew, the transaction would take longer than 120
12 days. Respondent intended Womack to rely on this statement to persuade him to pay Respondent.
13 Womack justifiably relied on this misrepresentation by paying Respondent. As a result, the
14 services on Womack's vehicle were not completed as contracted.

15 b. In 2013, Respondent contracted with Womack to complete the engine rebuild by
16 the end of May 2013. In fact and in truth, as Respondent well knew, this was not going to be
17 completed by May 2013. Respondent intended Womack to rely on this statement to persuade him
18 to pay Respondent. Womack justifiably relied on this misrepresentation by paying. As a result,
19 the services on Womack's vehicle were not completed as contracted.

20 **TWENTIETH CAUSE FOR DISCIPLINE**

21 **(False Promise)**

22 106. Complainant re-alleges and incorporates by reference the allegations set forth above in
23 paragraphs 93-105.

24 107. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
25 (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or
26 induce a customer to authorize the repair, service, or maintenance of an automobile. The
27 violations include the following:
28

1 a. Respondent contracted with Womack to complete the transaction within 120
2 days. In fact and in truth, as Respondent well knew, the transaction would take longer than 120
3 days. Respondent intended Womack to rely on this statement to persuade him to pay Respondent.
4 Womack justifiably relied on this misrepresentation by paying Respondent. As a result, the
5 services on Womack's vehicle were not completed as contracted.

6 b. In 2013, Respondent contracted with Womack to complete the engine rebuild by
7 the end of May 2013. In fact and in truth, as Respondent well knew, this was not going to be
8 completed by May 2013. Respondent intended Womack to rely on this statement to persuade him
9 to pay Respondent. Womack justifiably relied on this misrepresentation by paying. As a result,
10 the services on Womack's vehicle were not completed as contracted.

11 **TWENTY-FIRST CAUSE FOR DISCIPLINE**

12 **(Unauthorized Subcontracted Repair)**

13 108. Complainant re-alleges and incorporates by reference the allegations set forth above in
14 paragraphs 93-107.

15 109. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
16 (a)(9), in conjunction with Regulations Section 3359 in that Respondent had repair work done by
17 someone other than the dealer or his or her employees without the knowledge or consent of the
18 customer. Respondent refused to disclose to Womack the location of subcontracted repairs.

19 **TWENTY-SECOND CAUSE FOR DISCIPLINE**

20 **(Failure to Return Parts)**

21 110. Complainant re-alleges and incorporates by reference the allegations set forth above in
22 paragraphs 93-109.

23 111. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
24 (a)(6) in conjunction with section 9884.10 and Regulations section 3355 for failure to return parts
25 to the customer. Respondent refused to produce Womack's parts when requested.

26 ///

27 ///

28 ///

1 **TWENTY-THIRD CAUSE FOR DISCIPLINE**

2 **(Violation of Estimate and Authorization Requirements)**

3 112. Complainant re-alleges and incorporates by reference the allegations set forth above in
4 paragraphs 93-111.

5 113. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
6 (a)(6) in conjunction with Code section 9884.9 and the Regulations for violating the requirements
7 for estimates and authorization. Under Regulations section 3353, subdivision (d), the estimate
8 does not disclose that it is really an offer to perform a teardown inspection. It does not disclose
9 the time required to reassemble if repairs are declined. It does not disclose the cost of items
10 normally destroyed by the teardown process. It does not disclose the fact that the disassembly of
11 the engine may prevent reassembly.

12 **ROBERT LANGHOLZ COMPLAINT**

13 114. At all times alleged in this Accusation, Jerry L. Marks, Jr. and Mia Pike were
14 technicians, employees, partners, officers, or members of Respondent.

15 115. Robert Langholz works in Washington State on Porsches and high-end German
16 vehicles. On June 16, 2011, he had a misfire condition on a 2005 Porsche Boxster for one of his
17 customers. He searched the internet for used parts and Respondent appeared in the search results.

18 116. Langholz contacted Respondent and spoke with Marks, Jr. Marks, Jr. told him that all
19 parts were in stock and immediately available. Marks Jr., offered his rebuilding services and the
20 "big bore" options.

21 117. Langholz's consumer requested the engine rebuild at Respondent's facility and asked
22 that the same engine be rebuilt to maintain Vehicle Information Number and engine number
23 consistency.

24 118. Under the contract, the rebuild would be completed within 120 days. The existing
25 2.7-liter engine would be utilized. The displacement would increase from 2.7-liters to 3.4-liters.
26 Langholz shipped to Respondent the 2.7-liter engine and all external components.

27 119. On August 17, 2011, Langholz bought an intermediate shaft bearing from IMS bearing
28 for \$423.75 and shipped it to Respondent at Marks Jr.'s request.

1 120. On August 2, 2011, Langholz authorized the contract. He did not authorize
2 Respondent to exchange, replace, or trade the 2.7-liter engine.

3 121. On August 23, 2011, Langholz paid Respondent \$6,000.00.

4 122. After 180 days, Langholz tried to contact Respondent about the status of the
5 transaction. Respondent would not provide progress updates and would sporadically return his
6 phone calls. Marks Jr. gave him vague answers about the time needed to complete the repair and
7 the status of the repair.

8 123. In October 2012, Langholz decided to cancel the contract based on the difficulty of
9 working with Respondent, Respondent's failure to complete the rebuild, and Respondent's failure
10 to provide progress updates. Respondent told him that in order to cancel, Respondent would
11 require an additional \$1,397.90 for work already done, parts purchased, and to return the engine in
12 a disassembled state.

13 124. In December 2012, Langholz paid Respondent \$1,397.90 to complete the cancellation.
14 Respondent did not return the engine, parts shipped, and parts paid for.

15 125. Had Langholz known that the rebuild would take more than 120 days, he would not
16 have contracted with Respondent. Respondent never completed the repairs.

17 **TWENTY-FOURTH CAUSE FOR DISCIPLINE**

18 **(Untrue or Misleading Statement)**

19 126. Complainant re-alleges and incorporates by reference the allegations set forth above in
20 paragraphs 114-125.

21 127. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
22 (a)(1), in that Respondent made or authorized statements which Respondent knew or in the
23 exercise of reasonable care should have known to be untrue or misleading. The violations include
24 the following:

25 a. Respondent told Langholz that the transaction would be completed within 120
26 days. In fact and in truth, as Respondent well knew, it would take substantially longer than 120
27 days to complete the transaction.

28

1 b. Respondent contracted with Langholz to complete the transaction within 120
2 days. In fact and in truth, as Respondent well knew, the transaction would take longer than 120
3 days. Respondent intended Langholz to rely on this statement to persuade him to pay Respondent.
4 Womack justifiably relied on this misrepresentation by paying Respondent. As a result, the
5 services on the vehicle were not completed as contracted.

6 **TWENTY-FIFTH CAUSE FOR DISCIPLINE**

7 **(Fraud)**

8 128. Complainant re-alleges and incorporates by reference the allegations set forth above in
9 paragraphs 114-127.

10 129. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
11 (a)(4), in that Respondent committed acts which constitute fraud. Respondent contracted with
12 Langholz to complete the transaction within 120 days. In fact and in truth, as Respondent well
13 knew, the transaction would take longer than 120 days. Respondent intended Langholz to rely on
14 this statement to persuade him to pay Respondent. Langholz justifiably relied on this
15 misrepresentation by paying Respondent. As a result, the services on the vehicle were not
16 completed as contracted.

17 **TWENTY-SIXTH CAUSE FOR DISCIPLINE**

18 **(False Promise)**

19 130. Complainant re-alleges and incorporates by reference the allegations set forth above in
20 paragraphs 114-129.

21 131. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
22 (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or
23 induce a customer to authorize the repair, service, or maintenance of an automobile. Respondent
24 contracted with Langholz to complete the transaction within 120 days. In fact and in truth, as
25 Respondent well knew, the transaction would take longer than 120 days. Respondent intended
26 Langholz to rely on this statement to persuade him to pay Respondent. Langholz justifiably relied
27 on this misrepresentation by paying Respondent. As a result, the services on the vehicle were not
28 completed as contracted.

1 **TWENTY-SEVENTH CAUSE FOR DISCIPLINE**

2 **(Failure to Return Parts)**

3 132. Complainant re-alleges and incorporates by reference the allegations set forth above in
4 paragraphs 114-131.

5 133. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
6 (a)(6) in conjunction with section 9884.10 and Regulations section 3355 for failure to return parts
7 to the customer. Respondent failed to return the engine, IMS bearing, and other parts entrusted to
8 or charged by Respondent.

9 **OTHER MATTERS**

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

14 **PRAYER**

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

17 1. Revoking or suspending Automotive Repair Registration Number ARD 197177,
18 issued to Lola Henrietta Marks, President; Jerry L. Marks, Secretary/Treasurer; Motor Meister
19 Inc., doing business as Motor Meister, Inc.;

20 2. Ordering Lola Henrietta Marks, President; Jerry L. Marks, Secretary/Treasurer; Motor
21 Meister Inc., doing business as Motor Meister, Inc. to pay the Bureau of Automotive Repair the
22 reasonable costs of the investigation and enforcement of this case, pursuant to Business and
23 Professions Code section 125.3; and

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: August 28, 2014 Patrick Doraïs

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

LA2014511580
70928438.doc