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

In the Matter of the Accusation Against: **BETTER BUILT TRANSMISSIONS, INC.** **KEVIN BRENT QUINN** **aka KEVIN B. QUINN, President** 509 North Maple Fresno, CA 93702 Automotive Repair Dealer Registration No. ARD 211510 Respondent.	Case No. 77/09-14 OAH No. 2010040227

DECISION

The attached Stipulated Settlement and Disciplinary 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 March 11, 2011.

DATED: February 4, 2011

DOREATHEA JOHNSON
Deputy Director, Legal Affairs
Department of Consumer Affairs

EDMUND G. BROWN JR.
Attorney General of California
ARTHUR D. TAGGART
Supervising Deputy Attorney General
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Attorneys for Complainant

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

In the Matter of the Accusation Against: **BETTER BUILT TRANSMISSIONS, INC.** **KEVIN BRENT QUINN,** **a.k.a. KEVIN B. QUINN, PRESIDENT** **509 North Maple** **Fresno, CA 93702** **Automotive Repair Dealer Reg. No. ARD 211510** Respondent.	Case No. 77/09-14 OAH No. 2010040227 **STIPULATED SETTLEMENT AND DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-entitled proceedings that the following matters are true:

PARTIES

1. Sherry Mehl (Complainant) is the Chief of the Bureau of Automotive Repair. She brought this action solely in her official capacity and is represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California, by Patrick M. Kenady, Deputy Attorney General.

2. Respondent Better Built Transmissions; Kevin Brent Quinn (Respondent) is represented in this proceeding by attorney Anthony P. Capozzi, whose address is: 1233 W. Shaw Avenue, Suite 102, Fresno, CA 93711.

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3. On or about October 20, 2000, the Bureau of Automotive Repair issued Automotive Repair Dealer No. No. ARD 211510 to Better Built Transmissions; Kevin Brent Quinn (Respondent). The Automotive Repair Dealer No. was in full force and effect at all times relevant to the charges brought in Accusation No. 77/09-14 and will expire on June 30, 2009, unless renewed.

JURISDICTION

4. Accusation No. 77/09-14 was filed before the Director of Consumer Affairs (Director), for the Bureau of Automotive Repair (Bureau), and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on January 13, 2010. Respondent timely filed his Notice of Defense contesting the Accusation. A copy of Accusation No. 77/09-14 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 77/09-14. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

6. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

CULPABILITY

7. Respondent understands and agrees that the charges and allegations in Accusation No. 79/09-14, if proven at a hearing, constitute cause for imposing discipline upon his Automotive Repair Dealer Registration.

8. 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 Respondent hereby gives up his right to contest those charges.

9. Respondent agrees that his Automotive Repair Dealer Registration is subject to discipline and he agrees to be bound by the Director of Consumer Affairs (Director) probationary terms as set forth in the Disciplinary Order below.

RESERVATION

10 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 involved, and shall not be admissible in any other criminal or civil proceeding.

CONTINGENCY

11. This stipulation shall be subject to approval by the Director of Consumer Affairs or his 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 of the Department of Consumer Affairs regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his 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 Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

12. The parties understand and agree that facsimile copies of this Stipulated Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

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

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

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Automotive Repair Dealer No. No. ARD 211510 issued to Respondent Better Built Transmissions; Kevin Brent Quinn (Respondent) is revoked.

IT IS FURTHER ORDERED that the Respondent shall pay the sum of $50, 808.22 for the Bureau's cost of investigation at the time respondent makes application for a new reinstatement of registration and/or license issued by the Bureau.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Anthony P. Capozzi. I understand the stipulation and the effect it will have on my Automotive Repair Dealer No. ARD 211510. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: 12-1-10

BETTER BUILT TRANSMISSIONS; KEVIN BRENT QUINN
Respondent

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I have read and fully discussed with Respondent Better Built Transmissions; Kevin Brent Quinn the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 12/1/10

Anthony P Capozzi

Anthony P. Capozzi
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Director of Consumer Affairs.

Dated: 12/2/10

Respectfully Submitted,

EDMUND G. BROWN JR.
Attorney General of California
ARTHUR D. TAGGART
Supervising Deputy Attorney General

PATRICK M. KENADY
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation No. 77/09-14

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In the Matter of the Accusation Against: **BETTER BUILT TRANSMISSIONS, INC.** **KEVIN BRENT QUINN,** **a.k.a. KEVIN B. QUINN, PRESIDENT** **509 North Maple** **Fresno, CA 93702** **Automotive Repair Dealer Reg. No. ARD 211510** Respondent.	Case No. 77/09-14 **ACCUSATION**

Complainant alleges:

PARTIES

1. Sherry Mehl ("Complainant") brings this Accusation solely in her official capacity as the Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.

2. On or about October 20, 2000, the Director of Consumer Affairs ("Director") issued Automotive Repair Dealer Registration Number ARD 211510 to Better Built Transmissions, Inc. ("Respondent"), with Randall Adams ("Adams") as president and Kevin Brent Quinn, also known as Kevin B. Quinn ("Quinn"), as an officer. On or about October 18, 2001, Quinn replaced Adams as president. Respondent's automotive repair dealer registration was in full force and effect at all times relevant to the charges brought herein and will expire on June 30, 2010, unless renewed.

JURISDICTION

3. Business and Professions Code ("Code") section 9884.7 provides that the Director may invalidate an automotive repair dealer registration.

4. Code section 9884.13 states, in pertinent part, that the expiration of a valid registration shall not deprive the Director of jurisdiction to proceed with a disciplinary proceeding against an automotive repair dealer or to render a decision invalidating a registration temporarily or permanently.

STATUTORY AND REGULATORY PROVISIONS

Statutory Provisions

5. Code section 9884.7 states, in pertinent part:

> (a) The director, where the automotive repair dealer cannot show there was a bona fide error, may refuse to validate, or may invalidate temporarily or permanently, the registration of an automotive repair dealer for any of the following acts or omissions related to the conduct of the business of the automotive repair dealer, which are done by the automotive repair dealer or any automotive technician, employee, partner, officer, or member of the automotive repair dealer.
>
> (1) Making or authorizing in any manner or by any means whatever any statement written or oral which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.
>
> (2) Causing or allowing a customer to sign any work order which does not state the repairs requested by the customer or the automobile's odometer reading at the time of repair.
>
> (3) Failing or refusing to give to a customer a copy of any document requiring his or her signature, as soon as the customer signs the document
>
> (4) Any other conduct which constitutes fraud.
>
> . . . .
>
> (6) Failure in any material respect to comply with the provisions of this chapter or regulations adopted pursuant to it.
>
> (7) Any willful departure from or disregard of accepted trade standards for good and workmanlike repair in any material respect, which is prejudicial to another without consent of the owner or his or her duly authorized representative . . .

6. Code section 9884.7, subdivision (c), states, in pertinent part, that the director may invalidate temporarily or permanently, the registration for all places of business operated in this state by an automotive repair dealer upon a finding that the automotive repair dealer has, or is,

engaged in a course of repeated and willful violations of the laws and regulations pertaining to an automotive repair dealer.

7. Code section 9884.8 states, in pertinent part:

> All work done by an automotive repair dealer, including all warranty work, shall be recorded on an invoice and shall describe all service work done and parts supplied. Service work and parts shall be listed separately on the invoice, which shall also state separately the subtotal prices for service work and for parts, not including sales tax, and shall state separately the sales tax, if any, applicable to each . . .

8. Code section 9884.9 states, in pertinent part:

> (a) The automotive repair dealer shall give to the customer a written estimated price for labor and parts necessary for a specific job. No work shall be done and no charges shall accrue before authorization to proceed is obtained from the customer. No charge shall be made for work done or parts supplied in excess of the estimated price without the oral or written consent of the customer that shall be obtained at some time after it is determined that the estimated price is insufficient and before the work not estimated is done or the parts not estimated are supplied. Written consent or authorization for an increase in the original estimated price may be provided by electronic mail or facsimile transmission from the customer. The bureau may specify in regulation the procedures to be followed by an automotive repair dealer when an authorization or consent for an increase in the original estimated price is provided by electronic mail or facsimile transmission. If that consent is oral, the dealer shall make a notation on the work order of the date, time, name of person authorizing the additional repairs and telephone number called, if any, together with a specification of the additional parts and labor . . .
>
> . . . .
>
> (d) A customer may designate another person to authorize work or parts supplied in excess of the estimated price, if the designation is made in writing at the time that the initial authorization to proceed is signed by the customer. The bureau may specify in regulation the form and content of a designation and the procedures to be followed by the automotive repair dealer in recording the designation. For the purposes of this section, a designee shall not be the automotive repair dealer providing repair services or an insurer involved in a claim that includes the motor vehicle being repaired, or an employee or agent or a person acting on behalf of the dealer or insurer.

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

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10. Code section 22, subdivision (a), states:

> "Board" as used in any provision 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."

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

Regulatory Provisions

12. California Code of Regulations, title 16, section ("Regulation") 3303, subdivision (j), states:

> "Authorization" means consent. Authorization shall consist of the customer's signature on the work order, taken before repair work begins. Authorization shall be valid without the customer's signature only when oral or electronic authorization is documented in accordance with applicable sections of these regulations.

13. Regulation 3353 states, in pertinent part:

> No work for compensation shall be commenced and no charges shall accrue without specific authorization from the customer in accordance with the following requirements:
>
> . . . .
>
> (d) Estimated Price to Tear Down, Inspect, Report and Reassemble. For purposes of this article, to tear down" shall mean to disassemble, and teardown" shall mean the act of disassembly. If it is necessary to tear down a vehicle component in order to prepare a written estimated price for required repair, the dealer shall first give the customer a written estimated price for the teardown. This price shall include the cost of reassembly of the component. The estimated price shall also include the cost of parts and necessary labor to replace items such as gaskets, seals and O rings that are normally destroyed by teardown of the component. If the act of teardown might prevent the restoration of the component to its former condition, the dealer shall write that information on the work order containing the teardown estimate before the work order is signed by the customer.
>
> The repair dealer shall notify the customer orally and conspicuously in writing on the teardown estimate the maximum time it will take the repair dealer to reassemble the vehicle or the vehicle component in the event the customer elects not to proceed with the repair or maintenance of the vehicle and shall reassemble the vehicle within that time period if the customer elects not to proceed with the repair or maintenance. The maximum time shall be counted from the date of authorization of teardown.
>
> After the teardown has been performed, the dealer shall prepare a written estimated price for labor and parts necessary for the required repair. All parts required for such repair shall be listed on the estimate. The dealer shall then obtain the

customer's authorization for either repair or reassembly before any further work is done.

. . . .

(f) Designation of Person to Authorize Additional Work or Parts. When a customer, pursuant to subdivision (d) of Section 9884.9 of the Business and Professions Code, designates another person to authorize work not estimated or parts not included in the written estimated price given to the customer, all of the following shall apply:

(1) The designation may be a separate form by itself or may be incorporated into the dealer's work order form described in subsection (b) of Section 3352 . . .

14. Regulation 3356.1 states:

An automotive repair dealer may charge a customer for costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California or federal law which directly relate to the servicing or repair of the customer's vehicle. Such charge must be disclosed to the customer by being separately itemized on the estimate prepared pursuant to Section 9884.9(a) of the Business and Professions Code and on the invoice prepared pursuant to Section 9884.8 of the Business and Professions Code. In order to assess this charge, the automotive repair dealer must note on the estimate and invoice the station's Environmental Protection Agency identification number required by Section 262.12 of Title 40 of the Code of Federal Regulations.

15. Regulation 3358 states:

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

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

(b) All written estimates pertaining to work performed.

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

16. Regulation 3361.1 states, in pertinent part:

The following minimum requirements specifying accepted trade standards for good and workmanlike rebuilding of automatic transmissions are intended to define terms that have caused confusion to the public and unfair competition within the automotive repair industry. The term "automatic transmission" shall also apply to the automatic transmission portion of transaxles for the purposes of this regulation, unless both the automatic transmission portion and the differential portion of the transaxle share a common oil supply, in which case the term "automatic transmission" shall apply to both portions of the transaxle. These minimum requirements shall not be used to promote the sale of "rebuilt" automatic transmissions when a less extensive and/or less costly repair is desired by the customer. Any automotive repair dealer who represents to customers that the

following sections require the rebuilding of automatic transmissions is subject to the sanctions prescribed by the Automotive Repair Act. All automotive repair dealers engaged in the repair, sale, or installation of automatic transmissions in vehicles covered under the Act shall be subject to the following minimum requirements:

(a) Before an automatic transmission is removed from a motor vehicle for purposes of repair or rebuilding, it shall be inspected. Such inspection shall determine whether or not the replacement or adjustment of any external part or parts will correct the specific malfunction of the automatic transmission. In the case of an electronically controlled automatic transmission, this inspection shall include a diagnostic check, including the retrieval of any diagnostic trouble codes, of the electronic control module that controls the operation of the transmission. If minor service and/or replacement or adjustment of any external part or parts and/or of companion units can reasonably be expected to correct the specific malfunction of the automatic transmission, then prior to removal of the automatic transmission from the vehicle, the customer shall be informed of that fact as required by Section 3353 of these regulations. Before removing an automatic transmission from a motor vehicle, the dealer shall also comply with the provisions of section 3353(d), and disclose any applicable guarantee or warranty as provided in sections 3375, 3376 and 3377 of these regulations. If a diagnostic check of an electronic control module cannot be completed due to the condition of the transmission, the customer shall be informed of that fact and a notation shall be made on the estimate, in accordance with Section 3353 of these regulations.

. . . .

(c) Any automotive repair dealer that advertises or performs, directly or through a sublet contractor, automatic transmission work and uses the words "exchanged," "rebuilt," "remanufactured," "reconditioned," or "overhauled," or any expression of like meaning, to describe an automatic transmission in any form of advertising or on a written estimate or invoice shall only do so when all of the following work has been done since the transmission was last used:

(1) All internal and external parts, including case and housing, have been thoroughly cleaned and inspected.

(2) The valve body has been disassembled and thoroughly cleaned and inspected unless otherwise specified by the manufacturer.

. . . .

(4) All the following parts have been replaced with new parts:

. . . .

(B) Internal and external seals including seals that are bonded to metal parts.

(C) All sealing rings

. . . .

(E) Organic media disposable type filters (if the transmission is so equipped) . . .

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17. Regulation 3372 states:

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

18. Regulation 3373 states:

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

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

20. Regulation 3376 states, in pertinent part:

> All guarantees shall be in writing and a legible copy thereof shall be delivered to the customer with the invoice itemizing the parts, components, and labor represented to be covered by such guarantee. A guarantee shall be deemed false and misleading unless it conspicuously and clearly discloses in writing the following:
>
> (a) The nature and extent of the guarantee including a description of all parts, characteristics or properties covered by or excluded from the guarantee, the duration of the guarantee and what must be done by a claimant before the guarantor will fulfill his obligation (such as returning the product and paying service or labor charges).
>
> (b) The manner in which the guarantor will perform. The guarantor shall state all conditions and limitations and exactly what the guarantor will do under the guarantee, such as repair, replacement or refund. If the guarantor or recipient of the guarantee has an option as to what may satisfy the guarantee, this must be clearly stated . . .

COST RECOVERY

21. Code section 125.3 provides, in pertinent part, that a Board may request the administrative law judge to direct a licentiate 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.

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CONSUMER COMPLAINT (ITOH): 2000 HONDA CRV

22. On or about October 4, 2007, Hisayo Itoh ("Itoh") took her 2000 Honda CRV to Respondent's facility to have a transmission fluid leak repaired. Itoh signed a written estimate totaling $50 for a diagnosis of the vehicle, but did not receive a copy of the document. Later, Respondent's president, Quinn, told Itoh that the transmission needed to be overhauled to correct the leak and that the repairs would cost $2,716.63. Itoh authorized the repairs.

23. On October 17, 2007, Quinn told Itoh that the shift solenoids were defective and needed replacement at a cost of $187.01. Itoh authorized the additional repairs.

24. On October 18, 2007, Itoh went to the facility to retrieve the vehicle, paid Quinn $2,903.64, and received a copy of Invoice No. 15404. The invoice stated that the parts listed in the parts description were covered by a 12 month or 12,000 mile warranty, whichever came first, "at this location only."

25. On January 2, 2008, Itoh returned the vehicle to the facility because the transmission began leaking fluid again. Quinn had Itoh sign a repair order, but did not provide her with a copy of the document or a written estimate for the warranty repairs.

26. On January 9, 2008, Itoh returned to the facility. Quinn told Itoh that the vehicle had been involved in an accident, which damaged the frame and caused the transmission leak, and that he had to rebuild the transmission again in order to correct the leak. Itoh stated that she had never been involved in a collision with the vehicle and had purchased it from Mercedes Benz of Fresno ("Mercedes Benz"). Quinn told Itoh that if she could provide him with proof that the frame had not been damaged, causing the transmission to fail again, he would honor the warranty.[1] Quinn provided Itoh with Invoice No. 15554, totaling $2,131.84, to present to Mercedes Benz.

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[1] Mercedes Benz determined that the vehicle had, in fact, been involved in an accident before it was purchased by Itoh. Mercedes Benz purchased the vehicle back from Itoh, reimbursed Itoh $2,903.64 for the original transmission repairs, but would not pay for the second transmission rebuild.

27. In or about July 2008, Itoh filed a complaint with the Bureau, alleging that Respondent failed to honor the warranty and that Mercedes Benz refused to pay for the second transmission rebuild because the repairs should have been covered under the warranty.

28. On July 28, 2008, Bureau Representative William Nicks ("Nicks") made a field visit at the facility and requested the repair records on the vehicle, including all repair orders, invoices, and parts receipts.

29. On August 1, 2008, Quinn provided Nicks with copies of the repair records, including various parts receipts. Later, Nicks reviewed the documents and verified that Quinn had provided receipts for all of the parts listed on Invoice Nos. 15404 and 15554, with the exception of the parts receipts for the torque converters.

FIRST CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

30. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized a statement which it knew or in the exercise of reasonable care should have known to be untrue or misleading, as follows: Respondent represented on Invoice No. 15404 that the parts listed in the parts description were covered by a 12 month or 12,000 mile warranty, whichever came first, "at this location only", but failed to disclose the full nature and extent of the warranty, a description of all parts, characteristics, or properties covered by or excluded from the warranty, the manner in which Respondent would perform under the warranty, and/or all conditions and limitations on the warranty, as required by Regulation 3376.

SECOND CAUSE FOR DISCIPLINE

(Failure to Provide Customer with Copy of Signed Document)

31. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(3), in that Respondent's agents, employees, and/or representatives, including Quinn, failed to provide Itoh with copies of the written estimate and repair order, described in paragraphs 22 and 25 above, as soon as Itoh signed the documents.

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THIRD CAUSE FOR DISCIPLINE

(Violations of the Code)

32. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with provisions of the Code in the following material respects:

a. Respondent's president, Quinn, failed to provide Itoh with a written estimate for parts and labor necessary for the warranty repairs on her 2000 Honda CRV, in violation of Code section 9884.9, subdivision (c).

b. Respondent failed to maintain all parts receipts pertaining to the transmission repairs on Itoh's 2000 Honda CRV, including the part receipts for the torque converters allegedly installed on the vehicle, or failed to make those records available for inspection by the Bureau, in violation of Code section 9884.11.

CONSUMER COMPLAINT (CHANG): 1990 TOYOTA CELICA GT

33. On or about July 14, 2008, Julie Chang ("Chang") had her 1990 Toyota Celica GT towed to Respondent's facility because the transmission was not shifting properly. Quinn had Chang sign a repair order for a diagnosis of the vehicle. Quinn did not list an estimate price for the diagnosis on the repair order or provide Chang with a copy of the document.

34. On or about July 16, 2008, Quinn called Chang and told her that the transmission had an internal problem and needed to be rebuilt. Quinn stated that he could obtain a used transmission for the vehicle quickly and at a much better price than the price of the transmission rebuild. Chang authorized Quinn to install a used transmission in the vehicle for $1,386.38.

35. On or about July 28, 2008, Chang called Quinn and told him that she was picking up the vehicle because he still had not located a used transmission. Quinn told Chang that the facility had removed the transmission from the vehicle to expedite the repair and that he would not release the vehicle until Chang paid him $425 in cash. Chang reluctantly paid Quinn $425 for the removal and reinstallation of the unit, and received a copy of Invoice No. 015950. The invoice stated that there was a "6 month warranty at this location only".

36. On or about August 5, 2008, Chang filed a complaint with the Bureau.

37. On September 3, 2008, Bureau Representative Nicks inspected the vehicle. It appeared to Nicks that the transmission had not been removed from the vehicle. Later, Nicks made a field visit at the facility and met with Quinn. Nicks questioned Quinn about the external inspection on the vehicle. Quinn told Nicks that the transmission was locking up internally, that there was no need to perform an external inspection of the transmission or to scan the on-board computer for diagnostic trouble codes, and that the transmission had not been disassembled to determine the cause of the failure.

FOURTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

38. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which it knew or in the exercise of reasonable care should have known to be untrue or misleading, as follows:

a. Respondent represented on Invoice No. 015950 that on July 16, 2008, Chang had authorized the facility to tear down her 1990 Toyota Celica GT for $425. In fact, Respondent's president, Quinn, did not provide Chang with a tear-down estimate or obtain her authorization to tear-down, inspect, or reassemble the vehicle. Further, the facility had not disassembled the transmission to determine the cause of the shifting problem.

b. Respondent represented on Invoice No. 015950 that there was a "6 month warranty at this location only", but failed to disclose the full nature and extent of the warranty, a description of all parts, characteristics, or properties covered by or excluded from the warranty, the manner in which Respondent would perform under the warranty, and/or all conditions and limitations on the warranty, as required by Regulation 3376.

FIFTH CAUSE FOR DISCIPLINE

(Failure to Provide Customer with Copy of Signed Document)

39. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(3), in that Respondent's president, Quinn, failed to provide Chang with a copy of the repair order as soon as Chang signed the document.

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SIXTH CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

40. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair without the consent of the owner or the owner's duly authorized representative, in the following material respects: Respondent failed to perform an external inspection of the automatic transmission on Chang's 1990 Toyota Celica GT, and failed to retrieve the diagnostic trouble codes from the vehicle's electronic control module ("ECM") before allegedly removing the transmission from the vehicle.

SEVENTH CAUSE FOR DISCIPLINE

(Violations of the Code)

41. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9, subdivision (a), of that Code in the following material respect: Respondent's president, Quinn, failed to provide Chang with a written estimate for parts or labor necessary for a specific job, in violation of Code section 9884.9, subdivision (c).

CONSUMER COMPLAINT (VANG): 2002 TOYOTA RAV4

42. On or about July 9, 2008, Xia Vang ("Vang") took her 2002 Toyota RAV4 to Respondent's facility because the vehicle shuddered when taking off from a stop after 30 minutes of driving. Quinn told Vang that the transmission was burnt up and needed to be overhauled. Quinn had Vang sign a written estimate for $3,264.49 to overhaul the transmission, but did not provide her with a copy of the document.

43. On July 23, 2008, Vang went to the facility to retrieve the vehicle, paid Quinn $3,264.49 for the repairs, and received a copy of Invoice No. 015944.

44. On July 25, 2008, Vang returned the vehicle to the facility because the shuddering problem had not been corrected.

45. On August 8, 2008, Quinn called Vang and told her that they could not fix the transmission and that she would have to take the vehicle to a Toyota dealership. Quinn stated that

the problem could by corrected by having the ECM calibration updated. Later, Vang had the vehicle towed to Bingham Toyota. Bingham Toyota reprogrammed the ECM, which did not resolve the transmission problem. Vang authorized Bingham Toyota to perform a diagnosis of the transmission. Bingham Toyota determined that the ECM was defective and needed replacement after retrieving a P0755 diagnostic trouble code. Bingham Toyota found a technical service bulletin pertaining to the shuddering problem and advised Vang that the ECM should have been replaced first before the transmission was overhauled. Vang called Quinn and requested her money back, but Quinn refused to issue Vang a refund.

46. On or about August 13, 2008, Vang filed a complaint with the Bureau.

47. On September 3, 2008, Bureau Representative Nicks made a field visit at the facility and met with Quinn. Quinn told Nicks that he performed an external inspection of the vehicle and determined that the transmission was burnt up. Nicks asked Quinn what pinpoint tests his technician performed to diagnose the P0755 code. Quinn stated that the transmission fluid was burnt so the transmission had to be overhauled first, and that there was no need to perform a pinpoint test to diagnose the code.

EIGHTH CAUSE FOR DISCIPLINE

(Failure to Provide Customer with Copy of Signed Document)

48. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(3), in that Respondent's president, Quinn, failed to provide Vang with a copy of the written estimate as soon as Vang signed the document.

NINTH CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

49. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair without the consent of the owner or the owner's duly authorized representative, in the following material respects: Respondent failed to perform an external inspection of the automatic transmission on Vang's 2002 Toyota RAV4, and/or failed to

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retrieve the diagnostic trouble codes from the vehicle's ECM before removing the transmission from the vehicle for repair.

TENTH CAUSE FOR DISCIPLINE

(Violations of the Code)

50. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9, subdivision (a), of that Code in the following material respect: Respondent's president, Quinn, failed to provide Vang with a written estimate for the external inspection on her 2002 Toyota RAV4, in violation of Code section 9884.9, subdivision (c).

CONSUMER COMPLAINT (KARCESKI): 1996 TOYOTA COROLLA

51. Jenny Karceski ("Karceski") is the owner of a 1996 Toyota Corolla. In or about June 2008, while driving from Southern California to Fresno, Karceski began having problems with the vehicle in that would not shift properly.

52. On or about June 27, 2008, Karceski ("Karceski") took the vehicle to Respondent's facility for repair. Quinn told Karceski that the transmission was defective and needed to be overhauled or replaced. After discussing the repair options with Quinn, Karceski decided to have the transmission replaced with a remanufactured unit. Quinn told Karceski that the repairs would cost $900 and were covered by a six month warranty. Karceski authorized the repairs then returned to Southern California.

53. On or about July 1, 2008, Karceski's mother, Roberta, informed Karceski that she received a call from Quinn. Quinn told Roberta that the transmission cost $900, *not including* the labor to replace the unit, and that the total repair costs were actually $1,400. Roberta authorized the repairs.

54. On or about July 3, 2008, Karceski returned to the facility, paid Quinn $1,414.35 for the repairs, and received a copy of Invoice No. 015918. The invoice did not include any information pertaining to the six month warranty.

55. On or about July 26, 2008, Karceski called Quinn because the transmission failed again while she was driving home from work. Quinn told Karceski that the used transmission he

installed in the vehicle must have failed and asked her to have the vehicle towed back to the facility for warranty repairs. Karceski asked Quinn why he installed a used transmission in the vehicle instead of the remanufactured unit she previously authorized. Quinn stated that a remanufactured transmission would have cost an additional $1,500.

56. On or about August 7, 2008, the vehicle was towed to the facility. Karceski retrieved the vehicle on August 22, 2008, and was not charged for the repairs.

57. On or about August 29, 2008, Karceski filed a complaint with the Bureau.

58. On November 24, 2008, Bureau Representatives Arnold Lee and Nicks made a field visit at the facility and met with Quinn. Nicks asked Quinn why a scan of the computer system had not been performed. Quinn stated that the vehicle was a three speed not an electronic transmission, so a scan of the computer was not needed.

ELEVENTH CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

59. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair without the consent of the owner or the owner's duly authorized representative, in the following material respects: Respondent failed to perform an external inspection of the automatic transmission on Karceski's 1996 Toyota Corolla, and/or failed to retrieve the diagnostic trouble codes from the vehicle's ECM before removing the transmission from the vehicle for repair.

TWELFTH CAUSE FOR DISCIPLINE

(Violations of the Code)

60. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9, subdivision (a), of that Code in the following material respect: Respondent failed to obtain Karceski's authorization to install the used transmission in her 1996 Toyota Corolla.

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THIRTEENTH CAUSE FOR DISCIPLINE

(Violations of Regulations)

61. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply Regulation 3376 in a material respect, as follows: Respondent failed to provide Karceski with a written warranty on the transmission repairs.

CONSUMER COMPLAINT (ROMERO/MENDOZA): 2002 HYUNDAI SANTA FE

62. On or about August 29, 2008, Gerardo Romero ("Romero") contacted Respondent's facility because his business associate, Laura Mendoza's ("Mendoza"), 2002 Hyundai Santa Fe would not move, and spoke with Quinn about the problem. Quinn offered to tow the vehicle to the facility free of charge and perform a visual inspection to determine the cause of the problem.

63. On September 2, 2008, after the vehicle was towed to the facility, Quinn called Romero and told him that the transmission needed to be rebuilt and that he needed $1,100 to start the repairs. Romero stated that he would have to obtain the owner's (Mendoza) authorization before any repairs were performed.

64. On September 3, 2008, Romero called Quinn and explained that the transmission was still under manufacturer's warranty and that he would be taking the vehicle to the dealer for repair. Quinn told Romero that the transmission was removed from the vehicle by mistake and that they would need time to reassemble the vehicle.

65. On September 5, 2008, Quinn called Romero and told him that the vehicle was ready. Later, Romero went to the facility and met with Quinn. Quinn told Romero that the transmission had not been installed in the vehicle, but all of the parts were placed in the back of the vehicle. Later, Romero had the vehicle towed to Lithia Hyundai. Lithia Hyundai would not repair the transmission under warranty because it had already been removed from the vehicle, which prevented them from diagnosing the problem with the unit. Mendoza had Lithia Hyundai replace the transmission for $2,425.09. After the transmission was replaced, the vehicle still would not move. Lithia Hyundia determined that the problem was with the transfer case, and not the transmission, and replaced the transfer case under warranty.

FOURTEENTH CAUSE FOR DISCIPLINE

(Violations of the Code)

66. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9, subdivision (a), of that Code a material respect, as follows: Respondent removed the transmission from Mendoza's 2002 Hyundai Santa Fe without Romero's and/or Mendoza's authorization.

CONSUMER COMPLAINT (PASILLA): 1989 GMC SIERRA 4X4 TRUCK

67. On or about December 17, 2008, Bernard Pasilla ("Pasilla") took his 1989 GMC Sierra 4x4 truck to Respondent's facility for a diagnosis because the vehicle would not shift or go over 20 miles per hour. Pasilla left the vehicle at the facility, but did not sign or receive a repair order for the diagnostic service.

68. On December 18, 2008, Respondent's technician, "Steve", called Pasilla and told him that the problem with the vehicle was internal and that the transmission needed to be disassembled to determine the cause of the failure. Steve stated that the repairs would not cost more than $800. Pasilla told Steve that he could only afford $800, and authorized the repairs.

69. On December 19, 2008, Quinn called Pasilla and told him that the transmission repairs would cost an additional $625. Pasilla stated that Steve had given him a quote of $800, which was all the money he had for the repairs. Quinn told Pasilla that the $800 price was for a tear down and inspection only. Later, Pasilla filed a complaint with the Bureau.

70. On December 22, 2008, Bureau Representative Nicks made a field visit at the facility and obtained a copy of the repair order on the vehicle. Nicks asked Quinn what was wrong with the transmission. Quinn had Steve take Nicks out to look at the transmission, which had been disassembled. Nicks found that all of the components listed on the repair order were damaged and required replacement. Nicks asked Quinn if the vehicle's transmission was electronic. Quinn referred the question to Steve, who told Nicks that the transmission was electronically controlled. Nicks asked Steve why the diagnostic trouble codes were not recorded. Steve told Nicks that the problem with the vehicle was internal, not electrical.

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FIFTEENTH CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

71. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair without the consent of the owner or the owner's duly authorized representative, in the following material respects:

a. Respondent failed to perform an external inspection of the automatic transmission on Pasilla's 1989 GMC Sierra 4x4 truck and/or failed to retrieve the diagnostic trouble codes from the vehicle's ECM before removing the transmission from the vehicle for repair.

b. Respondent failed to provide Pasilla with a written estimate for the teardown, inspection, and reassembly of the transmission before removing the unit from the vehicle, in violation of Regulation 3353, subdivision (d).

SIXTEENTH CAUSE FOR DISCIPLINE

(Violations of the Code)

72. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9, subdivision (a), of that Code in the following material respect: Respondent failed to obtain Pasilla's authorization for the diagnosis of his 1989 GMC Sierra 4x4 truck.

UNDERCOVER OPERATION #1: 1995 DODGE CARAVAN

73. On October 27, 2008, an undercover operator with the Bureau, using the alias "Pam Cush" (hereinafter "operator"), took the Bureau's 1995 Dodge Caravan to Respondent's facility. The input speed sensor on the Bureau-documented vehicle was rendered defective. The operator told Respondent's technician, Steve, that the transmission was not shifting properly. Steve stated that the transmission was electronic, that a scan would have to be performed, and that it would cost $50 to diagnose the problem with the transmission. Steve had the operator sign a work order for $50, but did not list the diagnostic service on the document.

74. At approximately 1415 hours, Quinn called the operator and told her that they pulled some codes from the vehicle and that the solenoids were setting codes from the sensors. Quinn

stated that they needed to replace the sensors, wire harnesses for the sensors, and service the transmission, which included changing the fluid, filter, and pan gasket, at a total estimated cost of $411.06. The operator told Quinn that she would call him back after she discussed the repairs with her husband. Later, the operator contacted Quinn and authorized the repairs.

75. On October 29, 2008, the operator returned to the facility to retrieve the vehicle, paid $411 in cash for the repairs, and received a copy of Invoice No. 016153. The invoice stated that the parts listed in the parts description were covered by a 12 month or 12,000 mile warranty, whichever came first, "at this location only."

76. On October 31, 2008, Bureau Representative Bruce Geloso ("Geloso") inspected the vehicle using the final invoice for comparison. Geloso found that the vehicle had not been repaired as invoiced and that the facility performed unnecessary repairs, as set forth below.

SEVENTEENTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

77. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which it knew or in the exercise of reasonable care should have known to be untrue or misleading, as follows:

a. Respondent's president, Quinn, represented to the operator that the sensors and wire harnesses for the sensors on the Bureau's 1995 Dodge Caravan were in need of replacement and that the transmission was in need of servicing. In fact, the only repair needed on the vehicle was the replacement of the defective input speed sensor. Further, the output speed sensor and the wiring connectors for the input and output speed sensors were in good working order and were not in need of replacement at the time the vehicle was taken to Respondent's facility.

b. Respondent represented on Invoice No. 016153 that the oil filter on the Bureau's 1995 Dodge Caravan had been replaced. In fact, that part had not been replaced on the vehicle.

c. Respondent represented on Invoice No. 016153 that the parts listed in the parts description were covered by a 12 month or 12,000 mile warranty, whichever came first, "at this location only", but failed to disclose the full nature and extent of the warranty, a description of all parts, characteristics, or properties covered by or excluded from the warranty, the manner in

which Respondent would perform under the warranty, and/or all conditions and limitations on the warranty, as required by Regulation 3376.

EIGHTEENTH CAUSE FOR DISCIPLINE

(Failure to Record Repairs Requested by the Customer)

78. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(2), in that Respondent's technician, Steve, caused or allowed the operator to sign the work order which did not state the repairs requested by the operator, i.e., the diagnostic service on the Bureau's 1995 Dodge Caravan.

NINETEENTH CAUSE FOR DISCIPLINE

(Fraud)

79. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:

a. Respondent's president, Quinn, made false or misleading statements to the operator regarding the condition of the Bureau's 1995 Dodge Caravan, as set forth in subparagraph 77 (a) above, in order to induce the operator to purchase unnecessary transmission repairs on the vehicle, then sold the operator unnecessary repairs, including the replacement of the output speed sensor and the wiring connectors for the input and output speed sensors and the servicing of the transmission.

b. Respondent obtained payment from the operator for replacing the oil filter on the Bureau's 1995 Dodge Caravan. In fact, that part had not been replaced on the vehicle.

TWENTIETH CAUSE FOR DISCIPLINE

(Violations of the Code)

80. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Code section 9884.8 in the following material respects: Respondent stated on Invoice No. 016153 that the total price for the input and output sensors was $76.24 without specifying the cost of each individual part, in violation of Code section 9884.8. Further, Respondent failed to state separately on the invoice the subtotal prices for the service work.

UNDERCOVER OPERATION #2: 1997 CHEVROLET 1500 TRUCK

81. On February 2, 2009, an undercover operator with the Bureau, using the alias "Dave Garcia" (hereinafter "operator"), took the Bureau's 1997 Chevrolet 1500 truck to Respondent's facility. A defective reaction sun shell had been installed in the transmission of the Bureau-documented vehicle. The operator met with Quinn and told him that the transmission would not go into reverse. Quinn stated, among other things, that the reverse planetary gears were probably bad and that once he opened the transmission, it would need to be rebuilt. Quinn gave the operator an estimate of $895 to rebuild the transmission, not including the hard parts, and stated that he would apply the $895 to the total cost of the repairs. The operator signed and received a copy of a written estimate, then left the facility.

82. On February 5, 2009, at approximately 1630 hours, the operator called the facility and spoke with Quinn. Quinn told the operator that the transmission had stripped the sun shell gear and required rebuilding and that the repairs to the transmission would cost $1,639, which included a rebuilt torque converter and a 12 month, 12,000 mile warranty. The operator told Quinn that he needed to discuss the cost with his wife and would call him back. At approximately 1700 hours, the operator called Quinn and authorized the repairs.

83. On February 10, 2009, the operator returned to the facility to retrieve the vehicle, paid $1,639 for the repairs, and received a copy of Invoice No. 016318. The invoice stated that the parts listed in the parts description were covered by a 12 month or 12,000 mile warranty, whichever came first, "at this location only."

84. On February 17, 2009, Bureau Representative Irving DeVelbiss ("DeVelbiss") inspected the vehicle using the invoice for comparison. DeVelbiss found that the transmission had not been repaired as invoiced and was not rebuilt in compliance with Regulation 3361.1, as set forth below.

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TWENTY-FIRST CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

85. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which it knew or in the exercise of reasonable care should have known to be untrue or misleading, as follows:

a. Respondent represented on Invoice No. 016318 that the transmission in the Bureau's 1997 Chevrolet 1500 truck had been overhauled. In fact, the transmission had not been overhauled or rebuilt as required by Regulation 3361.1.

b. Respondent represented on Invoice No. 016318 that a new overhaul kit had been installed in the Bureau's 1997 Chevrolet 1500 truck, including seals, sealing rings, and filters. In fact, the full circle nylon internal sealing rings on the oil pump stator and on the input shaft, the external seals, and the internal screen filters were not replaced in the transmission.

c. Respondent represented on Invoice No. 016318 that the low-reverse sprag in the transmission of the Bureau's 1997 Chevrolet 1500 truck had been replaced. In fact, the transmission was not equipped with a low-reverse sprag.

d. Respondent represented on Invoice No. 016318 that the forward sprag in the transmission of the Bureau's 1997 Chevrolet 1500 truck had been replaced. In fact, that part was not replaced in the transmission.

e. Respondent represented on Invoice No. 016318 that the parts listed in the parts description were covered by a 12 month or 12,000 mile warranty, whichever came first, "at this location only", but failed to disclose the full nature and extent of the warranty, a description of all parts, characteristics, or properties covered by or excluded from the warranty, the manner in which Respondent would perform under the warranty, and/or all conditions and limitations on the warranty, as required by Regulation 3376.

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TWENTY-SECOND CAUSE FOR DISCIPLINE

(Fraud)

86. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:

a. Respondent obtained payment from the operator for overhauling the transmission in the Bureau's 1997 Chevrolet 1500 truck. In fact, the transmission was not overhauled or rebuilt as required by Regulation 3361.1.

b. Respondent obtained payment from the operator for installing a new overhaul kit in the Bureau's 1997 Chevrolet 1500 truck, including seals, sealing rings, and filters. In fact, the full circle nylon internal sealing rings on the oil pump stator and on the input shaft, the external seals, and the internal screen filters were not replaced in the transmission.

c. Respondent obtained payment from the operator for replacing the low-reverse sprag in the transmission of the Bureau's 1997 Chevrolet 1500 truck. In fact, the transmission was not equipped with a low-reverse sprag.

d. Respondent obtained payment from the operator for replacing the forward sprag in the transmission of the Bureau's 1997 Chevrolet 1500 truck. In fact, that part was not replaced in the transmission.

e. Respondent charged the operator twice for installing bonded pistons in the Bureau's 1997 Chevrolet 1500 truck.

TWENTY-THIRD CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

87. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair without the consent of the owner or the owner's duly authorized representative, in the following material respects:

a. Respondent failed to replace the full circle nylon internal sealing rings on the oil pump stator and on the input shaft, the external seals, and the internal screen filters in the transmission of the Bureau's 1997 Chevrolet 1500 truck, as required by Regulation 3361.1.

b. Respondent failed to completely dissemble, clean, and inspect the transmission oil pump and valve body, in violation of Regulation 3361.1.

c. Respondent left the attaching bolts to certain transmission components loose, including the heat shield that protects the plastic electronic connector and wiring of the transmission from the exhaust (catalytic converter) and the heat shield on the frame that protects the oxygen sensor plug from the exhaust.

d. Respondent failed to reinstall one of the bolts for the gear selector selection switch.

TWENTY-FOURTH CAUSE FOR DISCIPLINE

(Violations of the Code)

88. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Code section 9884.8 in a material respect, as follows: Respondent failed to state separately on Invoice No. 016318 the subtotal prices for the service work on the Bureau's 1997 Chevrolet 1500 truck.

TWENTY-FIFTH CAUSE FOR DISCIPLINE

(Violations of the Code)

89. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation 3356.1 in a material respect, as follows: Respondent charged the operator a hazardous waste disposal fee of $12 on Invoice No. 016318, but failed to disclose on the written estimate that a hazardous waste disposal fee would be charged on the transmission repairs.

OTHER MATTERS

90. Pursuant to Code section 9884.7, subdivision (c), the Director may refuse to validate, or may invalidate temporarily or permanently, the registrations for all places of business operated in this state by Respondent Better Built Transmissions, Inc. upon a finding that Respondent has, or is, engaged in a course of repeated and willful violations of the laws and regulations pertaining to an automotive repair dealer.

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PRAYER

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

1. Temporarily or permanently invalidating Automotive Repair Dealer Registration Number 211510, issued to Better Built Transmissions, Inc.;

2. Temporarily or permanently invalidating any other automotive repair dealer registration issued in the name of Better Built Transmissions, Inc.;

3. Ordering Better Built Transmissions, Inc. to pay the Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;

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

DATED: 12/10/09

SHERRY MEHL
Chief
Bureau of Automotive Repair
Department of Consumer Affairs
State of California
Complainant