

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

In the Matter of the Accusation Against:

**BRIDGESTONE/FIRE. AMER. HOLD. INC.-  
MEMBER BRIDGESTONE RETAIL  
OPERATIONS LLC, DBA FIRESTONE  
COMPLETE AUTO CARE,  
JOHN T. LAMPE, PRESIDENT**  
715 La Playa Drive  
Hayward, CA 94545  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222601  
Smog Station License No. RC 222601

Case No. 79/15-103

OAH No. 2015041159

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
9690 Reagan Road  
San Diego, CA 92126  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222541

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC. -MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
1434 E. Foothill Blvd.  
Upland, CA 91786  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222539

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
4330 W. Shaw Ave.  
Fresno, CA 93722  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222633

**BRIDGESTONE/FIRESTONE AMERICAS**

**HOLDING, INC.-MEMBER BRIDGESTONE  
RETAIL OPERATIONS LLC, DBA FIRESTONE  
COMPLETE AUTO CARE**

10407 Folsom Blvd.  
Rancho Cordova, CA 95670  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222613

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONERETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**

1895 Tully Road  
San Jose, CA 95122  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222587

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**

4199 Market Street  
Riverside, CA 92501  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222531

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**

2180 South El Camino Real  
San Mateo, CA 94403  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222581

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**

1410 Highland Ave.  
Hollywood, CA 90028  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222564

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC. -MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
10785 Santa Monica Blvd.  
West Los Angeles, CA 90025  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222558

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
1200 E. Monte Vista Ave.  
Vacaville, CA 95688  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222629

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
271 E. Highland  
San Bernardino, CA 92404  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222537

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
40861 Fremont Blvd.  
Fremont, CA 94538  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222594

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
715 Contra Costa Blvd.  
Concord, CA 94523  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222602

**BRIDGESTONE/FIRESTONE**  
**AMERICAS HOLDING, INC.-MEMBER**  
**BRIDGESTONE RETAIL OPERATIONS LLC,**  
**DBA FIRESTONE COMPLETE AUTO CARE**  
4161 Convoy St.  
San Diego, CA 92111  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222530

**BRIDGESTONE/FIRESTONE**  
**AMERICAS HOLDING, INC.-MEMBER**  
**BRIDGESTONE RETAIL OPERATIONS LLC,**  
**DBA FIRESTONE COMPLETE AUTO CARE**  
3230-36 Dale Rd.  
Modesto, CA 95356  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222619

**BRIDGESTONE/FIRESTONE**  
**AMERICAS HOLDING, INC.-MEMBER**  
**BRIDGESTONE RETAIL OPERATIONS LLC,**  
**DBA FIRESTONE COMPLETE AUTOCARE**  
6512 N. Blackstone Ave.  
Fresno, CA 93710  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222632

**BRIDGESTONE/FIRESTONE**  
**AMERICAS HOLDING, INC.-MEMBER**  
**BRIDGESTONE RETAIL OPERATIONS LLC,**  
**DBA FIRESTONE COMPLETE AUTO CARE**  
1340 Travis Blvd.  
Fairfield, CA 94533  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222635  
Smog Check Station License No. RC 222635

**BRIDGESTONE/FIRESTONE**  
**AMERICAS HOLDING, INC.-MEMBER**  
**BRIDGESTONE RETAIL OPERATIONS LLC,**  
**DBA FIRESTONE COMPLETE AUTO CARE**  
790 Clovis Avenue  
Clovis, CA 93612  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222631

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
720 East Hammer Lane, Unit 1  
Stockton, CA 95210  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222620

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
951 Sterling Pkwy. Bldg. 16  
Lincoln, CA 95648  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
252231

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC.-MEMBER  
BRIDGESTONE RETAIL OPERATIONS LLC,  
DBA FIRESTONE COMPLETE AUTO CARE**  
1500 S. Baldwin  
Arcadia, CA 91007  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No. ARD  
222621

Respondents.

**DECISION**

The attached Global 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

July 14<sup>th</sup>, 2016

DATED: \_\_\_\_\_

6/23/2016

Kurt Hepler

KURT HEPLER  
Supervising Attorney  
Division of Legal Affairs  
Department of Consumer Affairs

1 KAMALA D. HARRIS  
Attorney General of California  
2 FRANK H. PACOE  
Supervising Deputy Attorney General  
3 CHAR SACHSON  
Deputy Attorney General  
4 State Bar No. 161032  
455 Golden Gate Avenue, Suite 11000  
5 San Francisco, CA 94102-7004  
Telephone: (415) 703-5558  
6 Facsimile: (415) 703-5480  
*Attorneys for Complainant*  
7

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

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In the Matter of the Accusation Against:  
**BRIDGESTONE/FIRE. AMER. HOLD.  
INC. – MEMBER BRIDGESTONE  
RETAIL OPERATIONS LLC, DBA  
FIRESTONE COMPLETE AUTO CARE,  
JOHN T. LAMPE, PRESIDENT  
715 La Playa Drive  
Hayward, CA 94545  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222601  
Smog Station License No. RC 222601**  
**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC. – MEMBER  
BRIDGESTONE RETAIL OPERATIONS  
LLC, DBA FIRESTONE COMPLETE  
AUTO CARE  
9690 Reagan Road  
San Diego, CA 92126  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222541**

Case No. 79/15-103  
OAH No. 2015041159  
**GLOBAL STIPULATED SETTLEMENT  
AND DISCIPLINARY ORDER**

1 BRIDGESTONE/FIRESTONE  
2 AMERICAS HOLDING, INC. – MEMBER  
3 BRIDGESTONE RETAIL OPERATIONS  
4 LLC, DBA FIRESTONE COMPLETE  
5 AUTO CARE  
6 1434 E. Foothill Blvd.  
7 Upland, CA 91786  
8 Bridgestone Tax Dept., 535 Marriott Drive,  
9 Nashville, TN 37214 (mailing address)  
10 Automotive Repair Dealer Registration No.  
11 ARD 222539

12 BRIDGESTONE/FIRESTONE  
13 AMERICAS HOLDING, INC. – MEMBER  
14 BRIDGESTONE RETAIL OPERATIONS  
15 LLC, DBA FIRESTONE COMPLETE  
16 AUTO CARE  
17 4330 W. Shaw Ave.  
18 Fresno, CA 93722  
19 Bridgestone Tax Dept., 535 Marriott Drive,  
20 Nashville, TN 37214 (mailing address)  
21 Automotive Repair Dealer Registration No.  
22 ARD 222633

23 BRIDGESTONE/FIRESTONE  
24 AMERICAS HOLDING, INC. – MEMBER  
25 BRIDGESTONE RETAIL OPERATIONS  
26 LLC, DBA FIRESTONE COMPLETE  
27 AUTO CARE  
28 10407 Folsom Blvd.  
Rancho Cordova, CA 95670  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222613

BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC. – MEMBER  
BRIDGESTONE RETAIL OPERATIONS  
LLC, DBA FIRESTONE COMPLETE  
AUTO CARE  
1895 Tully Road  
San Jose, CA 95122  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222587

1 BRIDGESTONE/FIRESTONE  
2 AMERICAS HOLDING, INC. – MEMBER  
3 BRIDGESTONE RETAIL OPERATIONS  
4 LLC, DBA FIRESTONE COMPLETE  
5 AUTO CARE  
6 4199 Market Street  
7 Riverside, CA 92501  
8 Bridgestone Tax Dept., 535 Marriott Drive,  
9 Nashville, TN 37214 (mailing address)  
10 Automotive Repair Dealer Registration No.  
11 ARD 222531

8 BRIDGESTONE/FIRESTONE  
9 AMERICAS HOLDING, INC. – MEMBER  
10 BRIDGESTONE RETAIL OPERATIONS  
11 LLC, DBA FIRESTONE COMPLETE  
12 AUTO CARE  
13 2180 South El Camino Real  
14 San Mateo, CA 94403  
15 Bridgestone Tax Dept., 535 Marriott Drive,  
16 Nashville, TN 37214 (mailing address)  
17 Automotive Repair Dealer Registration No.  
18 ARD 222581

15 BRIDGESTONE/FIRESTONE  
16 AMERICAS HOLDING, INC. – MEMBER  
17 BRIDGESTONE RETAIL OPERATIONS  
18 LLC, DBA FIRESTONE COMPLETE  
19 AUTO CARE  
20 1410 Highland Ave.  
21 Hollywood, CA 90028  
22 Bridgestone Tax Dept., 535 Marriott Drive,  
23 Nashville, TN 37214 (mailing address)  
24 Automotive Repair Dealer Registration No.  
25 ARD 222564

22 BRIDGESTONE/FIRESTONE  
23 AMERICAS HOLDING, INC. – MEMBER  
24 BRIDGESTONE RETAIL OPERATIONS  
25 LLC, DBA FIRESTONE COMPLETE  
26 AUTO CARE  
27 10785 Santa Monica Blvd.  
28 West Los Angeles, CA 90025  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222558



1 BRIDGESTONE/FIRESTONE  
2 AMERICAS HOLDING, INC. – MEMBER  
3 BRIDGESTONE RETAIL OPERATIONS  
4 LLC, DBA FIRESTONE COMPLETE  
5 AUTO CARE  
6 1200 E. Monte Vista Ave.  
7 Vacaville, CA 95688  
8 Bridgestone Tax Dept., 535 Marriott Drive,  
9 Nashville, TN 37214 (mailing address)  
10 Automotive Repair Dealer Registration No.  
11 ARD 222629

8 BRIDGESTONE/FIRESTONE  
9 AMERICAS HOLDING, INC. – MEMBER  
10 BRIDGESTONE RETAIL OPERATIONS  
11 LLC, DBA FIRESTONE COMPLETE  
12 AUTO CARE  
13 271 E. Highland  
14 San Bernardino, CA 92404  
15 Bridgestone Tax Dept., 535 Marriott Drive,  
16 Nashville, TN 37214 (mailing address)  
17 Automotive Repair Dealer Registration No.  
18 ARD 222537

15 BRIDGESTONE/FIRESTONE  
16 AMERICAS HOLDING, INC. – MEMBER  
17 BRIDGESTONE RETAIL OPERATIONS  
18 LLC, DBA FIRESTONE COMPLETE  
19 AUTO CARE  
20 40861 Fremont Blvd.  
21 Fremont, CA 94538  
22 Bridgestone Tax Dept., 535 Marriott Drive,  
23 Nashville, TN 37214 (mailing address)  
24 Automotive Repair Dealer Registration No.  
25 ARD 222594

22 BRIDGESTONE/FIRESTONE  
23 AMERICAS HOLDING, INC. – MEMBER  
24 BRIDGESTONE RETAIL OPERATIONS  
25 LLC, DBA FIRESTONE COMPLETE  
26 AUTO CARE  
27 715 Contra Costa Blvd.  
28 Concord, CA 94523  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222602

1 BRIDGESTONE/FIRESTONE  
2 AMERICAS HOLDING, INC. – MEMBER  
3 BRIDGESTONE RETAIL OPERATIONS  
4 LLC, DBA FIRESTONE COMPLETE  
5 AUTO CARE  
6 4161 Convoy St.  
7 San Diego, CA 92111  
8 Bridgestone Tax Dept., 535 Marriott Drive,  
9 Nashville, TN 37214 (mailing address)  
10 Automotive Repair Dealer Registration No.  
11 ARD 222530

8 BRIDGESTONE/FIRESTONE  
9 AMERICAS HOLDING, INC. – MEMBER  
10 BRIDGESTONE RETAIL OPERATIONS  
11 LLC, DBA FIRESTONE COMPLETE  
12 AUTO CARE  
13 3230-36 Dale Rd.  
14 Modesto, CA 95356  
15 Bridgestone Tax Dept., 535 Marriott Drive,  
16 Nashville, TN 37214 (mailing address)  
17 Automotive Repair Dealer Registration No.  
18 ARD 222619

15 BRIDGESTONE/FIRESTONE  
16 AMERICAS HOLDING, INC. – MEMBER  
17 BRIDGESTONE RETAIL OPERATIONS  
18 LLC, DBA FIRESTONE COMPLETE  
19 AUTO CARE  
20 6512 N. Blackstone Ave.  
21 Fresno, CA 93710  
22 Bridgestone Tax Dept., 535 Marriott Drive,  
23 Nashville, TN 37214 (mailing address)  
24 Automotive Repair Dealer Registration No.  
25 ARD 222632

22 BRIDGESTONE/FIRESTONE  
23 AMERICAS HOLDING, INC. – MEMBER  
24 BRIDGESTONE RETAIL OPERATIONS  
25 LLC, DBA FIRESTONE COMPLETE  
26 AUTO CARE  
27 1340 Travis Blvd.  
28 Fairfield, CA 94533  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222635  
Smog Check Station License No. RC 222635

1 BRIDGESTONE/FIRESTONE  
2 AMERICAS HOLDING, INC. – MEMBER  
3 BRIDGESTONE RETAIL OPERATIONS  
4 LLC, DBA FIRESTONE COMPLETE  
5 AUTO CARE  
6 790 Clovis Avenue  
7 Clovis, CA 93612  
8 Bridgestone Tax Dept., 535 Marriott Drive,  
9 Nashville, TN 37214 (mailing address)  
10 Automotive Repair Dealer Registration No.  
11 ARD 222631

12 BRIDGESTONE/FIRESTONE  
13 AMERICAS HOLDING, INC. – MEMBER  
14 BRIDGESTONE RETAIL OPERATIONS  
15 LLC, DBA FIRESTONE COMPLETE  
16 AUTO CARE  
17 720 East Hammer Lane, Unit 1  
18 Stockton, CA 95210  
19 Bridgestone Tax Dept., 535 Marriott Drive,  
20 Nashville, TN 37214 (mailing address)  
21 Automotive Repair Dealer Registration No.  
22 ARD 222620

23 BRIDGESTONE/FIRESTONE  
24 AMERICAS HOLDING, INC. – MEMBER  
25 BRIDGESTONE RETAIL OPERATIONS  
26 LLC, DBA FIRESTONE COMPLETE  
27 AUTO CARE  
28 951 Sterling Pkwy. Bldg. 16  
Lincoln, CA 95648  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 252231

BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC. – MEMBER  
BRIDGESTONE RETAIL OPERATIONS  
LLC, DBA FIRESTONE COMPLETE  
AUTO CARE  
1500 S. Baldwin  
Arcadia, CA 91007  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222621

Respondents.

1 In the interest of a prompt and speedy settlement of this matter, consistent with the public  
2 interest and the responsibilities of the Director of Consumer Affairs and the Bureau of  
3 Automotive Repair the parties hereby agree to the following Stipulated Settlement and  
4 Disciplinary Order which will be submitted to the Director for the Director's approval and  
5 adoption as the final disposition of the Accusation.

6  
7 PARTIES

8 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair. He  
9 brought this action solely in his official capacity and is represented in this matter by Kamala D.  
10 Harris, Attorney General of the State of California, by Char Sachson, Deputy Attorney General.

11 2. All 22 of Respondent Bridgestone/Firestone Americas Holding, Inc. – Member  
12 Bridgestone Retail Operations facilities listed in the caption above are represented in this  
13 proceeding by attorney Louis Anapolsky, Esq., whose address is: 300 Capitol Mall, Suite 1125  
14 Sacramento, California 95814-3229.

15 3. On or about November 20, 2002, the Bureau of Automotive Repair issued  
16 Automotive Repair Dealer Registration Number ARD 222601 to Bridgestone/Fire. Amer. Hold.  
17 Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care, John T.  
18 Lampe, President (Respondent Firestone Hayward). The Automotive Repair Dealer Registration  
19 was in full force and effect at all times relevant to the charges brought herein and will expire on  
20 July 31, 2016, unless renewed.

21 4. On or about December 10, 2002, the Bureau of Automotive Repair issued Smog  
22 Station License Number RC 222601 to Respondent Firestone Hayward. The Smog Station  
23 License was in full force and effect at all times relevant to the charges brought herein and will  
24 expire on July 31, 2016, unless renewed.

25 5. On or about October 9, 2002, the Bureau of Automotive Repair issued Automotive  
26 Repair Dealer Registration Number ARD 222541 to Bridgestone/Firestone Americas Holding,  
27 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
28 (Respondent Firestone San Diego, Reagan Road). The Automotive Repair Dealer Registration

1 was in full force and effect at all times relevant to the charges brought herein and will expire on  
2 July 31, 2016, unless renewed.

3 6. On or about October 2, 2002, the Bureau of Automotive Repair issued Automotive  
4 Repair Dealer Registration Number ARD 222539 to Bridgestone/Firestone Americas Holding,  
5 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
6 (Respondent Firestone Upland). The Automotive Repair Dealer Registration was in full force  
7 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
8 unless renewed.

9 7. On or about November 8, 2002, the Bureau of Automotive Repair issued Automotive  
10 Repair Dealer Registration Number ARD 222633 to Bridgestone/Firestone Americas Holding,  
11 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
12 (Respondent Firestone Fresno, Shaw Ave.). The Automotive Repair Dealer Registration was in  
13 full force and effect at all times relevant to the charges brought herein and will expire on July 31,  
14 2016, unless renewed.

15 8. On or about November 7, 2002, the Bureau of Automotive Repair issued Automotive  
16 Repair Dealer Registration Number ARD 222613 to Bridgestone/Firestone Americas Holding,  
17 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
18 (Respondent Firestone Rancho Cordova). The Automotive Repair Dealer Registration was in full  
19 force and effect at all times relevant to the charges brought herein and will expire on July 31,  
20 2016, unless renewed.

21 9. On or about October 30, 2002, the Bureau of Automotive Repair issued Automotive  
22 Repair Dealer Registration Number ARD 222587 to Bridgestone/Firestone Americas Holding,  
23 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
24 (Respondent Firestone San Jose). The Automotive Repair Dealer Registration was in full force  
25 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
26 unless renewed.

27 10. On or about October 2, 2002, the Bureau of Automotive Repair issued Automotive  
28 Repair Dealer Registration Number ARD 222531 to Bridgestone/Firestone Americas Holding,

1 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
2 (Respondent Firestone Riverside). The Automotive Repair Dealer Registration was in full force  
3 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
4 unless renewed.

5 11. On or about October 29, 2002, the Bureau of Automotive Repair issued Automotive  
6 Repair Dealer Registration Number ARD 222581 to Bridgestone/Firestone Americas Holding,  
7 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
8 (Respondent Firestone San Mateo). The Automotive Repair Dealer Registration was in full force  
9 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
10 unless renewed.

11 12. In or about 2002, the Bureau of Automotive Repair issued Automotive Repair Dealer  
12 Registration Number ARD 222564 to Bridgestone/Firestone Americas Holding, Inc. - Member  
13 Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care (Respondent Firestone  
14 Hollywood). The Automotive Repair Dealer Registration was in full force and effect at all times  
15 relevant to the charges brought herein and will expire on July 31, 2016, unless renewed.

16 13. In or about 2002, the Bureau of Automotive Repair issued Automotive Repair Dealer  
17 Registration Number ARD 222558 to Bridgestone/Firestone Americas Holding, Inc. - Member  
18 Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care (Respondent Firestone  
19 West Los Angeles). The Automotive Repair Dealer Registration was in full force and effect at all  
20 times relevant to the charges brought herein and will expire on July 31, 2016, unless renewed.

21 14. On or about October 8, 2002, the Bureau of Automotive Repair issued Automotive  
22 Repair Dealer Registration Number ARD 222629 to Bridgestone/Firestone Americas Holding,  
23 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
24 (Respondent Firestone Vacaville). The Automotive Repair Dealer Registration was in full force  
25 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
26 unless renewed.

27 15. On or about October 2, 2002, the Bureau of Automotive Repair issued Automotive  
28 Repair Dealer Registration Number ARD 222537 to Bridgestone/Firestone Americas Holding,

1 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
2 (Respondent Firestone San Bernardino). The Automotive Repair Dealer Registration was in full  
3 force and effect at all times relevant to the charges brought herein and will expire on July 31,  
4 2016, unless renewed.

5 16. On or about October 30, 2002, the Bureau of Automotive Repair issued Automotive  
6 Repair Dealer Registration Number ARD 222594 to Bridgestone/Firestone Americas Holding,  
7 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
8 (Respondent Firestone Fremont). The Automotive Repair Dealer Registration was in full force  
9 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
10 unless renewed.

11 17. On or about November 20, 2002, the Bureau of Automotive Repair issued  
12 Automotive Repair Dealer Registration Number ARD 222602 to Bridgestone/Firestone Americas  
13 Holding, Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
14 (Respondent Firestone Concord). The Automotive Repair Dealer Registration was in full force  
15 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
16 unless renewed.

17 18. On or about October 9, 2002, the Bureau of Automotive Repair issued Automotive  
18 Repair Dealer Registration Number ARD 222530 to Bridgestone/Firestone Americas Holding,  
19 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
20 (Respondent Firestone San Diego – Convoy St.). The Automotive Repair Dealer Registration  
21 was in full force and effect at all times relevant to the charges brought herein and will expire on  
22 July 31, 2016, unless renewed.

23 19. On or about November 7, 2002, the Bureau of Automotive Repair issued Automotive  
24 Repair Dealer Registration Number ARD 222619 to Bridgestone/Firestone Americas Holding,  
25 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
26 (Respondent Firestone Modesto). The Automotive Repair Dealer Registration was in full force  
27 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
28 unless renewed.

1           20. On or about November 8, 2002, the Bureau of Automotive Repair issued Automotive  
2 Repair Dealer Registration Number ARD 222632 to Bridgestone/Firestone Americas Holding,  
3 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
4 (Respondent Firestone Fresno Blackstone Ave.). The Automotive Repair Dealer Registration was  
5 in full force and effect at all times relevant to the charges brought herein and will expire on July  
6 31, 2016, unless renewed.

7           21. On or about November 20, 2002, the Bureau of Automotive Repair issued  
8 Automotive Repair Dealer Registration Number ARD 222635 to Bridgestone/Firestone Americas  
9 Holding, Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
10 (Respondent Firestone Fairfield). The Automotive Repair Dealer Registration was in full force  
11 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
12 unless renewed. On or about October 9, 2003, the Bureau of Automotive Repair issued Smog  
13 Check Station License Number RC 222635 to Respondent Firestone Fairfield. The Smog Check  
14 Station License was in full force and effect at all times relevant to the charges brought herein and  
15 will expire on July 31, 2016.

16           22. On or about October 8, 2002, the Bureau of Automotive Repair issued Automotive  
17 Repair Dealer Registration Number ARD 222631 to Bridgestone/Firestone Americas Holding,  
18 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
19 (Respondent Firestone Clovis). The Automotive Repair Dealer Registration was in full force and  
20 effect at all times relevant to the charges brought herein and will expire on July 31, 2016, unless  
21 renewed.

22           23. On or about November 7, 2002, the Bureau of Automotive Repair issued Automotive  
23 Repair Dealer Registration Number ARD 222620 to Bridgestone/Firestone Americas Holding,  
24 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
25 (Respondent Firestone Stockton). The Automotive Repair Dealer Registration was in full force  
26 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
27 unless renewed.

28



1           24. On or about October 30, 2007, the Bureau of Automotive Repair issued Automotive  
2 Repair Dealer Registration Number ARD 252231 to Bridgestone/Firestone Americas Holding,  
3 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
4 (Respondent Firestone Lincoln). The Automotive Repair Dealer Registration was in full force  
5 and effect at all times relevant to the charges brought herein and will expire on September 30,  
6 2016, unless renewed.

7           25. On or about October 8, 2002, the Bureau of Automotive Repair issued Automotive  
8 Repair Dealer Registration Number ARD 222621 to Bridgestone/Firestone Americas Holding,  
9 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
10 (Respondent Firestone Arcadia). The Automotive Repair Dealer Registration was in full force  
11 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
12 unless renewed.

#### 13 14                               JURISDICTION

15           26. Accusation No. 79/15-103 against Firestone Hayward was filed before the Director of  
16 Consumer Affairs (Director), for the Bureau of Automotive Repair (Bureau). The Accusation and  
17 all other statutorily required documents were properly served on Respondent Firestone Hayward  
18 on April 18, 2015. Respondent Firestone Hayward timely filed its Notice of Defense contesting  
19 the Accusation. First Amended Accusation No. 79/15-103 filed against Respondent Firestone  
20 Hayward, Respondent Firestone San Diego, Reagan Road, Respondent Firestone Upland,  
21 Respondent Firestone Fresno, Shaw Ave., Respondent Firestone Rancho Cordova, Respondent  
22 Firestone San Jose, Respondent Firestone Riverside, Respondent Firestone San Mateo,  
23 Respondent Firestone Hollywood, Respondent Firestone West Los Angeles, Respondent  
24 Firestone Vacaville, Respondent Firestone San Bernardino, Respondent Firestone Fremont,  
25 Respondent Firestone Concord, Respondent Firestone San Diego – Convoy St., Respondent  
26 Firestone Modesto, Respondent Firestone Fresno Blackstone Ave., Respondent Firestone  
27 Fairfield, Respondent Firestone Clovis, Respondent Firestone Stockton, Respondent Firestone  
28

1 Lincoln, and Respondent Firestone Arcadia (Respondents), was served on December 9, 2015 and  
2 is currently pending against Respondents.

3 27. A copy of First Amended Accusation No. 79/15-103 is attached as exhibit A and  
4 incorporated herein by reference.

5  
6 **ADVISEMENT AND WAIVERS**

7 28. Respondents have carefully read, fully discussed with counsel, and understand the  
8 charges and allegations in First Amended Accusation No. 79/15-103. Respondents have also  
9 carefully read, fully discussed with counsel, and understand the effects of this Global Stipulated  
10 Settlement and Disciplinary Order.

11 29. Respondents are fully aware of their legal rights in this matter, including the right to a  
12 hearing on the charges and allegations in the First Amended Accusation; the right to confront and  
13 cross-examine the witnesses against them; the right to present evidence and to testify on their own  
14 behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the  
15 production of documents; the right to reconsideration and court review of an adverse decision;  
16 and all other rights accorded by the California Administrative Procedure Act and other applicable  
17 laws.

18 30. Respondents voluntarily, knowingly, and intelligently waive and give up each and  
19 every right set forth above.

20  
21 **CULPABILITY**

22 31. Respondents understand and agree that the charges and allegations in First Amended  
23 Accusation No. 79/15-103, if proven at a hearing, constitute cause for imposing discipline upon  
24 their Automotive Repair Dealer Registrations as well as the Firestone Hayward Smog Station  
25 License.

26 32. For the purpose of resolving the First Amended Accusation without the expense and  
27 uncertainty of further proceedings, Respondents agree that, at a hearing, Complainant could  
28

1 establish a factual basis for the charges in the First Amended Accusation, and that Respondents  
2 hereby give up their right to contest those charges.

3 33. Respondents agree that their Automotive Repair Dealer Registrations and that  
4 Firestone Hayward's Smog Station License are subject to discipline and they agree to be bound  
5 by the Director's probationary terms as set forth in the Disciplinary Order below.

6 34. The admissions made by Respondents herein are only for the purposes of this  
7 proceeding, or any other proceedings in which the Bureau of Automotive Repair, the Department  
8 of Consumer Affairs or any successor agency is involved, and shall not be admissible in any other  
9 criminal or civil proceedings.

10  
11 **CONTINGENCY**

12 35. This stipulation shall be subject to approval by the Director of Consumer Affairs or  
13 the Director's designee. Respondents understand and agree that counsel for Complainant and the  
14 staff of the Bureau of Automotive Repair may communicate directly with the Director and staff of  
15 the Department of Consumer Affairs regarding this stipulation and settlement, without notice to  
16 or participation by Respondents or their counsel. By signing the stipulation, Respondents  
17 understand and agree that they may not withdraw their agreement or seek to rescind the  
18 stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt  
19 this stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall  
20 be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action  
21 between the parties, and the Director shall not be disqualified from further action by having  
22 considered this matter.

23 36. The parties understand and agree that Portable Document Format (PDF) and facsimile  
24 copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile  
25 signatures thereto, shall have the same force and effect as the originals.

26 37. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an  
27 integrated writing representing the complete, final, and exclusive embodiment of their agreement.  
28 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,

1 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary  
2 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a  
3 writing executed by an authorized representative of each of the parties.

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

7 **DISCIPLINARY ORDER**

8 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 222601  
9 and Smog Station License No. RC 222601 issued to Respondent Firestone Hayward are revoked.  
10 However, the revocations are stayed and Respondent Firestone Hayward is placed on probation  
11 for three (3) years on the terms and conditions stated below.

12 IT IS FURTHER ORDERED that the following Automotive Repair Dealer Registrations  
13 are revoked. However, the revocations are stayed and the following Respondents are placed on  
14 probation for two (2) years on the terms and conditions stated below.

- 15 • Respondent Firestone San Diego, Reagan Road, Automotive Repair Dealer  
16 Registration No. ARD 222541;
- 17 • Respondent Firestone Upland, Automotive Repair Dealer Registration No. ARD  
18 222539;
- 19 • Respondent Firestone Fresno, Shaw Ave., Automotive Repair Dealer Registration  
20 No. ARD 222633;
- 21 • Respondent Firestone Rancho Cordova, Automotive Repair Dealer Registration  
22 No. ARD 222613;
- 23 • Respondent Firestone San Jose, Automotive Repair Dealer Registration No. ARD  
24 222587;
- 25 • Respondent Firestone Riverside, Automotive Repair Dealer Registration No. ARD  
26 222531;
- 27 • Respondent Firestone San Mateo, Automotive Repair Dealer Registration No.  
28 ARD 222581;

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- Respondent Firestone Hollywood, Automotive Repair Dealer Registration No. ARD 222564;
- Respondent Firestone West Los Angeles, Automotive Repair Dealer Registration No. ARD 222558;
- Respondent Firestone Vacaville, Automotive Repair Dealer Registration No. ARD 222629;
- Respondent Firestone San Bernardino, Automotive Repair Dealer Registration No. ARD 222537;
- Respondent Firestone Fremont, Automotive Repair Dealer Registration No. ARD 222594;
- Respondent Firestone Concord, Automotive Repair Dealer Registration No. ARD 222602;
- Respondent Firestone San Diego – Convoy St., Automotive Repair Dealer Registration No. ARD 222530;
- Respondent Firestone Modesto, Automotive Repair Dealer Registration No. ARD 222619;
- Respondent Firestone Fresno Blackstone Ave., Automotive Repair Dealer Registration No. ARD 222632;
- Respondent Firestone Fairfield, Automotive Repair Dealer Registration No. ARD 222635;
- Respondent Firestone Clovis, Automotive Repair Dealer Registration No. ARD 222631;
- Respondent Firestone Stockton, Automotive Repair Dealer Registration No. ARD 222620;
- Respondent Firestone Lincoln, Automotive Repair Dealer Registration No. ARD 252231; and
- Respondent Firestone Arcadia, Automotive Repair Dealer Registration No. ARD 222621.

1           1.    **Actual Suspension** – as to Firestone Hayward ONLY. Automotive Repair Dealer  
2 Registration No. ARD 222601 and Smog Station License Number RC 222601 issued to  
3 Respondent Firestone Hayward are suspended for five (5) days, beginning on the effective date of  
4 this Decision and Order.

5           2.    **Obey All Laws.** Comply with all statutes, regulations and rules governing  
6 automotive inspections, estimates and repairs.

7           3.    **Post Sign** – as to Firestone Hayward ONLY. Post a prominent sign, provided by  
8 the Bureau, indicating the beginning and ending dates of the suspension and indicating the reason  
9 for the suspension. The sign shall be conspicuously displayed in a location open to and  
10 frequented by customers and shall remain posted during the entire period of actual suspension.

11          4.    **Reporting.** Respondents or Respondents' authorized representative must report in  
12 person or in writing as prescribed by the Bureau of Automotive Repair, on a schedule set by the  
13 Bureau, but no more frequently than each quarter, on the methods used and success achieved in  
14 maintaining compliance with the terms and conditions of probation.

15          5.    **Report Financial Interest.** Within 30 days of the effective date of this action, report  
16 any financial interest which any partners, officers, or owners of the Respondents facility may  
17 have in any other business required to be registered pursuant to Section 9884.6 of the Business  
18 and Professions Code.

19          6.    **Random Inspections.** Provide Bureau representatives unrestricted access to inspect  
20 all vehicles (including parts) undergoing repairs, up to and including the point of completion.

21          7.    **Jurisdiction.** If an accusation is filed against Respondents during the term of  
22 probation, the Director of Consumer Affairs shall have continuing jurisdiction over this matter  
23 until the final decision on the accusation, and the period of probation shall be extended until such  
24 decision.

25          8.    **Violation of Probation.** Should the Director of Consumer Affairs determine that  
26 Respondents have failed to comply with the terms and conditions of probation, the Department  
27 may, after giving notice and opportunity to be heard, temporarily or permanently invalidate the  
28 registration, and/or suspend or revoke the license.

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9. **Cost Recovery.** Payment to the Bureau of \$83,000.00 shall be received within 12 months of the effective date of the Decision and Order. Failure to complete payment of cost recovery within this time frame shall constitute a violation of probation which may subject Respondents' registrations and/or license to outright invalidation/revocation; however, the Director or the Director's Bureau of Automotive Repair designee may elect to continue probation until such time as reimbursement of the entire cost recovery amount has been made to the Bureau. All Respondents shall be jointly and severally liable for payment of cost recovery, and for the consequences of any failure to comply with this condition.

**ACCEPTANCE**

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Louis Anapolsky, Esq. I understand the stipulation and the effect it will have on Respondents' Automotive Repair Dealer Registrations, and Smog Station License. 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. I am authorized to sign on behalf of all 22 Respondents referenced herein, as well as the parent company Bridgestone/Firestone American Holding Inc., DBA Firestone Complete Auto Care.

DATED: 5/4/16 \_\_\_\_\_  
*Marc E. Odier*  
MARC ODIER  
Associate General Counsel – Commercial  
BRIDGESTONE RETAIL OPERATIONS, LLC,  
BRIDGESTONE/FIRE.AMER.HOLD. INC. DBA  
FIRESTONE COMPLETE AUTO CARE  
*For Respondents*

I have read and fully discussed with Respondents the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 5/4/16 \_\_\_\_\_  
*Louis Anapolsky*  
LOUIS ANAPOLSKY, ESQ.  
*Attorney for Respondent*

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ENDORSEMENT

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

Dated: Respectfully submitted,  
KAMALA D. HARRIS  
Attorney General of California  
FRANK H. PACOE  
Supervising Deputy Attorney General

CHAR SACHSON  
Deputy Attorney General  
*Attorneys for Complainant*

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**Exhibit A**

**Accusation No. 79/15-103**

1 KAMALA D. HARRIS  
Attorney General of California  
2 FRANK H. PACOE  
Supervising Deputy Attorney General  
3 CHAR SACHSON  
Deputy Attorney General  
4 State Bar No. 161032  
455 Golden Gate Avenue, Suite 11000  
5 San Francisco, CA 94102-7004  
Telephone: (415) 703-5558  
6 Facsimile: (415) 703-5480  
*Attorneys for Complainant*  
7

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

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In the Matter of the First Amended Accusation  
Against:

**BRIDGESTONE/FIRE. AMER. HOLD.  
INC. – MEMBER BRIDGESTONE  
RETAIL OPERATIONS LLC, DBA  
FIRESTONE COMPLETE AUTO CARE,  
JOHN T. LAMPE, PRESIDENT  
715 La Playa Drive  
Hayward, CA 94545  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222601  
Smog Station License No. RC 222601**

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC. – MEMBER  
BRIDGESTONE RETAIL OPERATIONS  
LLC, DBA FIRESTONE COMPLETE  
AUTO CARE  
9690 Reagan Road  
San Diego, CA 92126  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222541**

**BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC. – MEMBER  
BRIDGESTONE RETAIL OPERATIONS  
LLC, DBA FIRESTONE COMPLETE  
AUTO CARE  
1434 E. Foothill Blvd.  
Upland, CA 91786**

Case No. 79/15-103

OAH No. 2015041159

**FIRST AMENDED ACCUSATION**

1 Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
2 Automotive Repair Dealer Registration No.  
ARD 222539

3 BRIDGESTONE/FIRESTONE  
4 AMERICAS HOLDING, INC. – MEMBER  
5 BRIDGESTONE RETAIL OPERATIONS  
6 LLC, DBA FIRESTONE COMPLETE  
7 AUTO CARE  
8 4330 W. Shaw Ave.  
9 Fresno, CA 93722

10 Bridgestone Tax Dept., 535 Marriott Drive,  
11 Nashville, TN 37214 (mailing address)  
12 Automotive Repair Dealer Registration No.  
13 ARD 222633

14 BRIDGESTONE/FIRESTONE  
15 AMERICAS HOLDING, INC. – MEMBER  
16 BRIDGESTONE RETAIL OPERATIONS  
17 LLC, DBA FIRESTONE COMPLETE  
18 AUTO CARE  
19 10407 Folsom Blvd.  
20 Rancho Cordova, CA 95670

21 Bridgestone Tax Dept., 535 Marriott Drive,  
22 Nashville, TN 37214 (mailing address)  
23 Automotive Repair Dealer Registration No.  
24 ARD 222613

25 BRIDGESTONE/FIRESTONE  
26 AMERICAS HOLDING, INC. – MEMBER  
27 BRIDGESTONE RETAIL OPERATIONS  
28 LLC, DBA FIRESTONE COMPLETE  
29 AUTO CARE  
30 1895 Tully Road  
31 San Jose, CA 95122

32 Bridgestone Tax Dept., 535 Marriott Drive,  
33 Nashville, TN 37214 (mailing address)  
34 Automotive Repair Dealer Registration No.  
35 ARD 222587

36 BRIDGESTONE/FIRESTONE  
37 AMERICAS HOLDING, INC. – MEMBER  
38 BRIDGESTONE RETAIL OPERATIONS  
39 LLC, DBA FIRESTONE COMPLETE  
40 AUTO CARE  
41 4199 Market Street  
42 Riverside, CA 92501

43 Bridgestone Tax Dept., 535 Marriott Drive,  
44 Nashville, TN 37214 (mailing address)  
45 Automotive Repair Dealer Registration No.  
46 ARD 222531

1 BRIDGESTONE/FIRESTONE  
2 AMERICAS HOLDING, INC. – MEMBER  
3 BRIDGESTONE RETAIL OPERATIONS  
4 LLC, DBA FIRESTONE COMPLETE  
5 AUTO CARE  
6 2180 South El Camino Real  
7 San Mateo, CA 94403  
8 Bridgestone Tax Dept., 535 Marriott Drive,  
9 Nashville, TN 37214 (mailing address)  
10 Automotive Repair Dealer Registration No.  
11 ARD 222581  
12  
13 BRIDGESTONE/FIRESTONE  
14 AMERICAS HOLDING, INC. – MEMBER  
15 BRIDGESTONE RETAIL OPERATIONS  
16 LLC, DBA FIRESTONE COMPLETE  
17 AUTO CARE  
18 1410 Highland Ave.  
19 Hollywood, CA 90028  
20 Bridgestone Tax Dept., 535 Marriott Drive,  
21 Nashville, TN 37214 (mailing address)  
22 Automotive Repair Dealer Registration No.  
23 ARD 222564  
24  
25 BRIDGESTONE/FIRESTONE  
26 AMERICAS HOLDING, INC. – MEMBER  
27 BRIDGESTONE RETAIL OPERATIONS  
28 LLC, DBA FIRESTONE COMPLETE  
AUTO CARE  
10785 Santa Monica Blvd.  
West Los Angeles, CA 90025  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222558  
BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC. – MEMBER  
BRIDGESTONE RETAIL OPERATIONS  
LLC, DBA FIRESTONE COMPLETE  
AUTO CARE  
1200 E. Monte Vista Ave.  
Vacaville, CA 95688  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222629

1 BRIDGESTONE/FIRESTONE  
2 AMERICAS HOLDING, INC. – MEMBER  
3 BRIDGESTONE RETAIL OPERATIONS  
4 LLC, DBA FIRESTONE COMPLETE  
5 AUTO CARE  
6 271 E. Highland  
7 San Bernardino, CA 92404  
8 Bridgestone Tax Dept., 535 Marriott Drive,  
9 Nashville, TN 37214 (mailing address)  
10 Automotive Repair Dealer Registration No.  
11 ARD 222537

12 BRIDGESTONE/FIRESTONE  
13 AMERICAS HOLDING, INC. – MEMBER  
14 BRIDGESTONE RETAIL OPERATIONS  
15 LLC, DBA FIRESTONE COMPLETE  
16 AUTO CARE  
17 40861 Fremont Blvd.  
18 Fremont, CA 94538  
19 Bridgestone Tax Dept., 535 Marriott Drive,  
20 Nashville, TN 37214 (mailing address)  
21 Automotive Repair Dealer Registration No.  
22 ARD 222594

23 BRIDGESTONE/FIRESTONE  
24 AMERICAS HOLDING, INC. – MEMBER  
25 BRIDGESTONE RETAIL OPERATIONS  
26 LLC, DBA FIRESTONE COMPLETE  
27 AUTO CARE  
28 715 Contra Costa Blvd.  
Concord, CA 94523  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222602

BRIDGESTONE/FIRESTONE  
AMERICAS HOLDING, INC. – MEMBER  
BRIDGESTONE RETAIL OPERATIONS  
LLC, DBA FIRESTONE COMPLETE  
AUTO CARE  
4161 Convoy St.  
San Diego, CA 92111  
Bridgestone Tax Dept., 535 Marriott Drive,  
Nashville, TN 37214 (mailing address)  
Automotive Repair Dealer Registration No.  
ARD 222530

1 BRIDGESTONE/FIRESTONE  
 2 AMERICAS HOLDING, INC. – MEMBER  
 3 BRIDGESTONE RETAIL OPERATIONS  
 4 LLC, DBA FIRESTONE COMPLETE  
 5 AUTO CARE  
 6 3230-36 Dale Rd.  
 7 Modesto, CA 95356  
 8 Bridgestone Tax Dept., 535 Marriott Drive,  
 9 Nashville, TN 37214 (mailing address)  
 10 Automotive Repair Dealer Registration No.  
 11 ARD 222619

12 BRIDGESTONE/FIRESTONE  
 13 AMERICAS HOLDING, INC. – MEMBER  
 14 BRIDGESTONE RETAIL OPERATIONS  
 15 LLC, DBA FIRESTONE COMPLETE  
 16 AUTO CARE  
 17 6512 N. Blackstone Ave.  
 18 Fresno, CA 93710  
 19 Bridgestone Tax Dept., 535 Marriott Drive,  
 20 Nashville, TN 37214 (mailing address)  
 21 Automotive Repair Dealer Registration No.  
 22 ARD 222632

23 BRIDGESTONE/FIRESTONE  
 24 AMERICAS HOLDING, INC. – MEMBER  
 25 BRIDGESTONE RETAIL OPERATIONS  
 26 LLC, DBA FIRESTONE COMPLETE  
 27 AUTO CARE  
 28 1340 Travis Blvd.  
 Fairfield, CA 94533  
 Automotive Repair Dealer Registration No.  
 ARD 222635  
 Smog Check Station License No. RC 222635

BRIDGESTONE/FIRESTONE  
 AMERICAS HOLDING, INC. – MEMBER  
 BRIDGESTONE RETAIL OPERATIONS  
 LLC, DBA FIRESTONE COMPLETE  
 AUTO CARE  
 790 Clovis Avenue  
 Clovis, CA 93612  
 Bridgestone Tax Dept., 535 Marriott Drive,  
 Nashville, TN 37214 (mailing address)  
 Automotive Repair Dealer Registration No.  
 ARD 222631

BRIDGESTONE/FIRESTONE  
 AMERICAS HOLDING, INC. – MEMBER  
 BRIDGESTONE RETAIL OPERATIONS  
 LLC, DBA FIRESTONE COMPLETE  
 AUTO CARE  
 720 East Hammer Lane, Unit 1  
 Stockton, CA 95210  
 Automotive Repair Dealer Registration No.  
 ARD 222620

1 BRIDGESTONE/FIRESTONE  
2 AMERICAS HOLDING, INC. – MEMBER  
3 BRIDGESTONE RETAIL OPERATIONS  
4 LLC, DBA FIRESTONE COMPLETE  
5 AUTO CARE  
6 951 Sterling Pkwy. Bldg. 16  
7 Lincoln, CA 95648  
8 Bridgestone Tax Dept., 535 Marriott Drive,  
9 Nashville, TN 37214 (mailing address)  
10 Automotive Repair Dealer Registration No.  
11 ARD 252231

7 BRIDGESTONE/FIRESTONE  
8 AMERICAS HOLDING, INC. – MEMBER  
9 BRIDGESTONE RETAIL OPERATIONS  
10 LLC, DBA FIRESTONE COMPLETE  
11 AUTO CARE  
12 1500 S. Baldwin  
13 Arcadia, CA 91007  
14 Bridgestone Tax Dept., 535 Marriott Drive,  
15 Nashville, TN 37214 (mailing address)  
16 Automotive Repair Dealer Registration No.  
17 ARD 222621

Respondents.

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1 Complainant alleges:

2 PARTIES

3 1. Patrick Dorais (Complainant) brings this First Amended Accusation solely in his  
4 official capacity as the Chief of the Bureau of Automotive Repair, Department of Consumer  
5 Affairs.

6 2. On or about November 20, 2002, the Bureau of Automotive Repair issued  
7 Automotive Repair Dealer Registration Number ARD 222601 to Bridgestone/Fire. Amer. Hold.  
8 Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care, John T.  
9 Lampe, President (Respondent Firestone Hayward). The Automotive Repair Dealer Registration  
10 was in full force and effect at all times relevant to the charges brought herein and will expire on  
11 July 31, 2016, unless renewed.

12 3. On or about December 10, 2002, the Bureau of Automotive Repair issued Smog  
13 Station License Number RC 222601 to Respondent Firestone Hayward. The Smog Station  
14 License was in full force and effect at all times relevant to the charges brought herein and will  
15 expire on July 31, 2016, unless renewed.

16 4. On or about October 9, 2002, the Bureau of Automotive Repair issued Automotive  
17 Repair Dealer Registration Number ARD 222541 to Bridgestone/Firestone Americas Holding,  
18 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
19 (Respondent Firestone San Diego, Reagan Road). The Automotive Repair Dealer Registration  
20 was in full force and effect at all times relevant to the charges brought herein and will expire on  
21 July 31, 2016, unless renewed.

22 5. On or about October 2, 2002, the Bureau of Automotive Repair issued Automotive  
23 Repair Dealer Registration Number ARD 222539 to Bridgestone/Firestone Americas Holding,  
24 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
25 (Respondent Firestone Upland). The Automotive Repair Dealer Registration was in full force  
26 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
27 unless renewed.

1           6.    On or about November 8, 2002, the Bureau of Automotive Repair issued Automotive  
2 Repair Dealer Registration Number ARD 222633 to Bridgestone/Firestone Americas Holding,  
3 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
4 (Respondent Firestone Fresno, Shaw Ave.). The Automotive Repair Dealer Registration was in  
5 full force and effect at all times relevant to the charges brought herein and will expire on July 31,  
6 2016, unless renewed.

7           7.    On or about November 7, 2002, the Bureau of Automotive Repair issued Automotive  
8 Repair Dealer Registration Number ARD 222613 to Bridgestone/Firestone Americas Holding,  
9 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
10 (Respondent Firestone Rancho Cordova). The Automotive Repair Dealer Registration was in full  
11 force and effect at all times relevant to the charges brought herein and will expire on July 31,  
12 2016, unless renewed.

13           8.    On or about October 30, 2002, the Bureau of Automotive Repair issued Automotive  
14 Repair Dealer Registration Number ARD 222587 to Bridgestone/Firestone Americas Holding,  
15 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
16 (Respondent Firestone San Jose). The Automotive Repair Dealer Registration was in full force  
17 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
18 unless renewed.

19           9.    On or about October 2, 2002, the Bureau of Automotive Repair issued Automotive  
20 Repair Dealer Registration Number ARD 222531 to Bridgestone/Firestone Americas Holding,  
21 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
22 (Respondent Firestone Riverside). The Automotive Repair Dealer Registration was in full force  
23 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
24 unless renewed.

25           10. On or about October 29, 2002, the Bureau of Automotive Repair issued Automotive  
26 Repair Dealer Registration Number ARD 222581 to Bridgestone/Firestone Americas Holding,  
27 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
28 (Respondent Firestone San Mateo). The Automotive Repair Dealer Registration was in full force

1 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
2 unless renewed.

3 11. In or about 2002, the Bureau of Automotive Repair issued Automotive Repair Dealer  
4 Registration Number ARD 222564 to Bridgestone/Firestone Americas Holding, Inc. - Member  
5 Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care (Respondent Firestone  
6 Hollywood). The Automotive Repair Dealer Registration was in full force and effect at all times  
7 relevant to the charges brought herein and will expire on July 31, 2016, unless renewed.

8 12. In or about 2002, the Bureau of Automotive Repair issued Automotive Repair Dealer  
9 Registration Number ARD 222558 to Bridgestone/Firestone Americas Holding, Inc. - Member  
10 Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care (Respondent Firestone  
11 West Los Angeles). The Automotive Repair Dealer Registration was in full force and effect at all  
12 times relevant to the charges brought herein and will expire on July 31, 2016, unless renewed.

13 13. On or about October 8, 2002, the Bureau of Automotive Repair issued Automotive  
14 Repair Dealer Registration Number ARD 222629 to Bridgestone/Firestone Americas Holding,  
15 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
16 (Respondent Firestone Vacaville). The Automotive Repair Dealer Registration was in full force  
17 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
18 unless renewed.

19 14. On or about October 2, 2002, the Bureau of Automotive Repair issued Automotive  
20 Repair Dealer Registration Number ARD 222537 to Bridgestone/Firestone Americas Holding,  
21 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
22 (Respondent Firestone San Bernardino). The Automotive Repair Dealer Registration was in full  
23 force and effect at all times relevant to the charges brought herein and will expire on July 31,  
24 2016, unless renewed.

25 15. On or about October 30, 2002, the Bureau of Automotive Repair issued Automotive  
26 Repair Dealer Registration Number ARD 222594 to Bridgestone/Firestone Americas Holding,  
27 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
28 (Respondent Firestone Fremont). The Automotive Repair Dealer Registration was in full force

1 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
2 unless renewed.

3 16. On or about November 20, 2002, the Bureau of Automotive Repair issued  
4 Automotive Repair Dealer Registration Number ARD 222602 to Bridgestone/Firestone Americas  
5 Holding, Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
6 (Respondent Firestone Concord). The Automotive Repair Dealer Registration was in full force  
7 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
8 unless renewed.

9 17. On or about October 9, 2002, the Bureau of Automotive Repair issued Automotive  
10 Repair Dealer Registration Number ARD 222530 to Bridgestone/Firestone Americas Holding,  
11 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
12 (Respondent Firestone San Diego – Convoy St.). The Automotive Repair Dealer Registration  
13 was in full force and effect at all times relevant to the charges brought herein and will expire on  
14 July 31, 2016, unless renewed.

15 18. On or about November 7, 2002, the Bureau of Automotive Repair issued Automotive  
16 Repair Dealer Registration Number ARD 222619 to Bridgestone/Firestone Americas Holding,  
17 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
18 (Respondent Firestone Modesto). The Automotive Repair Dealer Registration was in full force  
19 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
20 unless renewed.

21 19. On or about November 8, 2002, the Bureau of Automotive Repair issued Automotive  
22 Repair Dealer Registration Number ARD 222632 to Bridgestone/Firestone Americas Holding,  
23 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
24 (Respondent Firestone Fresno Blackstone Ave.). The Automotive Repair Dealer Registration was  
25 in full force and effect at all times relevant to the charges brought herein and will expire on July  
26 31, 2016, unless renewed.

27 20. On or about November 20, 2002, the Bureau of Automotive Repair issued  
28 Automotive Repair Dealer Registration Number ARD 222635 to Bridgestone/Firestone Americas

1 Holding, Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
2 (Respondent Firestone Fairfield). The Automotive Repair Dealer Registration was in full force  
3 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
4 unless renewed. On or about October 9, 2003, the Bureau of Automotive Repair issued Smog  
5 Check Station License Number RC 222635 to Respondent Firestone Fairfield. The Smog Check  
6 Station License was in full force and effect at all times relevant to the charges brought herein and  
7 will expire on July 31, 2016.

8 21. On or about October 8, 2002, the Bureau of Automotive Repair issued Automotive  
9 Repair Dealer Registration Number ARD 222631 to Bridgestone/Firestone Americas Holding,  
10 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
11 (Respondent Firestone Clovis). The Automotive Repair Dealer Registration was in full force and  
12 effect at all times relevant to the charges brought herein and will expire on July 31, 2016, unless  
13 renewed.

14 22. On or about November 7, 2002, the Bureau of Automotive Repair issued Automotive  
15 Repair Dealer Registration Number ARD 222620 to Bridgestone/Firestone Americas Holding,  
16 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
17 (Respondent Firestone Stockton). The Automotive Repair Dealer Registration was in full force  
18 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
19 unless renewed.

20 23. On or about October 30, 2007, the Bureau of Automotive Repair issued Automotive  
21 Repair Dealer Registration Number ARD 252231 to Bridgestone/Firestone Americas Holding,  
22 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care  
23 (Respondent Firestone Lincoln). The Automotive Repair Dealer Registration was in full force  
24 and effect at all times relevant to the charges brought herein and will expire on September 30,  
25 2016, unless renewed.

26 24. On or about October 8, 2002, the Bureau of Automotive Repair issued Automotive  
27 Repair Dealer Registration Number ARD 222621 to Bridgestone/Firestone Americas Holding,  
28 Inc. - Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care

1 (Respondent Firestone Arcadia). The Automotive Repair Dealer Registration was in full force  
2 and effect at all times relevant to the charges brought herein and will expire on July 31, 2016,  
3 unless renewed.

#### 4 JURISDICTION

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

#### 8 STATUTORY AND REGULATORY PROVISIONS

9 26. Section 9884.7 of the Code states:

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

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

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

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

22 (4) Any other conduct which constitutes fraud.

23 (5) Conduct constituting gross negligence.

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

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

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

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

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

7 Upon denial of registration, the director shall notify the applicant thereof, in writing, by  
8 personal service or mail addressed to the address of the applicant set forth in the application, and  
9 the applicant shall be given a hearing under Section 9884.12 if, within 30 days thereafter, he or  
10 she files with the bureau a written request for hearing, otherwise the denial is deemed affirmed.

11 "(b) Except as provided for in subdivision (c), if an automotive repair dealer operates more  
12 than one place of business in this state, the director pursuant to subdivision (a) shall only suspend,  
13 revoke, or place on probation the registration of the specific place of business which has violated  
14 any of the provisions of this chapter. This violation, or action by the director, shall not affect in  
15 any manner the right of the automotive repair dealer to operate his or her other places of business.

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

20 27. Section 9884.8 of the Code states:

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

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

3 28. Section 9884.9 of the Code states:

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

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

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

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

24 \_\_\_\_\_  
25 (signature or initials)"

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



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

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

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

22           29. California Code of Regulations, title 16, section 3353, states:

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

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

27           "(b) Estimate for Auto Body or Collision Repairs. Every dealer, when doing auto body or  
28 collision repairs, shall give to each customer a written estimated price for parts and labor for a

1 specific job. Parts and labor shall be described separately and each part shall be identified,  
2 indicating whether the replacement part is new, used, rebuilt or reconditioned. The estimate shall  
3 also describe replacement crash parts as original equipment manufacturer (OEM) crash parts or  
4 non-OEM aftermarket crash parts.

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

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

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

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

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

27 "(d) Estimated Price to Tear Down, Inspect, Report and Reassemble. For purposes of this  
28 article, to "tear down" shall mean to disassemble, and "teardown" shall mean the act of

1 disassembly. If it is necessary to tear down a vehicle component in order to prepare a written  
2 estimated price for required repair, the dealer shall first give the customer a written estimated  
3 price for the teardown. This price shall include the cost of reassembly of the component. The  
4 estimated price shall also include the cost of parts and necessary labor to replace items such as  
5 gaskets, seals and O rings that are normally destroyed by teardown of the component. If the act of  
6 teardown might prevent the restoration of the component to its former condition, the dealer shall  
7 write that information on the work order containing the teardown estimate before the work order  
8 is signed by the customer.

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

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

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

24 "(f) Unusual Circumstances; Authorization Required. When the customer is unable to  
25 deliver the motor vehicle to the dealer during business hours or if the motor vehicle is towed to  
26 the dealer without the customer during business hours, and the customer has requested the dealer  
27 to take possession of the motor vehicle for the purpose of repairing or estimating the cost of  
28 repairing the motor vehicle, the dealer shall not undertake the diagnosing or repairing of any

1 malfunction of the motor vehicle for compensation unless such dealer has complied with all of the  
2 following conditions:

3 "(1) The dealer has prepared a work order stating the written estimated price for labor and  
4 parts as specified in subsection (a) or (b), necessary to repair the motor vehicle; and

5 "(2) By telephone, fax or e-mail, the customer has been given all of the information on the  
6 work order and the customer has approved the work order; and

7 "(3) The customer has given oral, written, or electronic authorization to the dealer to make  
8 the repairs and the dealer has documented the authorization as provided in subsection (c) and  
9 Section 9884.9 of the Business and Professions Code.

10 "Any charge for parts or labor in excess of the original written estimated price must be  
11 separately authorized by the customer and documented by the dealer, as provided in Section  
12 9884.9 of the Business and Professions Code.

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

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

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

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

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

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

27 (B) Each part supplied, in such a manner that the customer can understand what was  
28 purchased, and the price for each described part. The description of each part shall state whether

1 the part was new, used, reconditioned, rebuilt, or an OEM crash part, or a non-OEM aftermarket  
2 crash part.

3 (C) The subtotal price for all service and repair work performed.

4 (D) The subtotal price for all parts supplied, not including sales tax.

5 (E) The applicable sales tax, if any.

6 "(b) If a customer is to be charged for a part, that part shall be specifically listed as an item  
7 in the invoice, as provided in subparagraph (B) of paragraph (2) of subsection (a) above. If that-  
8 item is not listed in the invoice, it shall not be regarded as a part, and a separate charge may not  
9 be made for it.

10 "(c) Separate billing in an invoice for items generically noted as shop supplies,  
11 miscellaneous parts, or the like, is prohibited.

12 "(d) The automotive repair dealer shall give the customer a legible copy of the invoice and  
13 shall retain a legible copy as part of the automotive repair dealer's records pursuant to Section  
14 9884.11 of the Business and Professions Code and Section 3358 of this article."

15 31. California Code of Regulations, title 16, section 3371, states:

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

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

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

26 32. California Code of Regulations, title 16, section 3373, states:

27 "No automotive repair dealer or individual in charge shall, in filling out an estimate,  
28 invoice, or work order, or record required to be maintained by section 3340.15(f) of this chapter,

1 withhold therefrom or insert therein any statement or information which will cause any such  
2 document to be false or misleading, or where the tendency or effect thereby would be to mislead  
3 or deceive customers, prospective customers, or the public."

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

#### 7 COST RECOVERY

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

#### 14 RESPONDENT FIRESTONE HAYWARD

#### 15 AUDIT RUN #1: 1994 TOYOTA

16 35. On September 13, 2013, an undercover operator of the Bureau (operator) took the  
17 Bureau's 1994 Toyota to Respondent's facility. The vehicle was missing the Pulse Air injection  
18 system. The operator requested a smog check inspection, and was provided with an estimate in  
19 the amount of \$68.24. The operator authorized the smog check inspection and was provided with  
20 a copy of work order [REDACTED]. After approximately 45 minutes, a service advisor notified the  
21 operator that the vehicle required a Low Pressure Fuel Evaporative Test (LPFET – a test that  
22 should have been included in a smog check inspection). The service advisor informed the  
23 operator that there would be an additional charge of \$70.00. The operator declined the additional  
24 test and left the facility.

#### 25 FIRST CAUSE FOR DISCIPLINE

26 (Untrue or Misleading Statements)

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

1 exercise of reasonable care should have known to be untrue or misleading, when it advised the  
2 Bureau's operator that the 1994 Toyota required an LPFET for an additional \$70.00.

3 SECOND CAUSE FOR DISCIPLINE

4 (Violation of Regulations)

5 37. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
6 section 9884.7, subdivision (a)(6), in that it failed to comply with Regulation section 3371 when  
7 it made a false or misleading statement when it advised the Bureau's operator that the 1994  
8 Toyota required an LPFET for an additional \$70.00.

9 AUDIT RUN #2: 1996 HONDA

10 38. On October 9, 2013, an undercover operator of the Bureau took the Bureau's 1996  
11 Honda to Respondent Firestone Hayward's facility. The vehicle was in need of an engine oil  
12 change. The operator requested an engine oil change. Respondent Firestone Hayward's  
13 employee recommended a complete vehicle inspection at a cost of \$10.00, which the operator  
14 authorized. The operator signed and received a copy of work order [REDACTED]. Several hours later,  
15 Respondent Firestone Hayward's employee advised the operator that the vehicle needed a Prime  
16 Well tire package, a lifetime wheel alignment, fuel system cleaning, cooling system service with  
17 new antifreeze and a transmission fluid exchange. In fact, none of those items were necessary.  
18 Respondent Firestone Hayward provided the operator with a work order in the amount of \$856.23  
19 for the recommended services. The operator declined the recommended services and paid  
20 Respondent Firestone Hayward \$45.60 for the engine oil change and vehicle inspection.

21 THIRD CAUSE FOR DISCIPLINE

22 (Untrue or Misleading Statements)

23 39. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
24 section 9884.7, subdivision (a)(1), in that it made or authorized statements which it knew or in the  
25 exercise of reasonable care should have known to be untrue or misleading, when it advised the  
26 Bureau's operator that the 1996 Honda needed a Prime Well tire package, a lifetime wheel  
27 alignment, fuel system cleaning, cooling system service with new antifreeze and a transmission  
28 fluid exchange.

1 FOURTH CAUSE FOR DISCIPLINE

2 (Violation of Regulations)

3 40. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with the following  
5 regulations:

6 a. 3371: Respondent Firestone Hayward made false or misleading statements when it  
7 advised the Bureau's operator that the 1996 Honda needed a Prime Well tire package, a lifetime  
8 wheel alignment, fuel system cleaning, cooling system service with new antifreeze and a  
9 transmission fluid exchange.

10 b. 3373: Respondent Firestone Hayward provided the Bureau's operator with a work  
11 order that was false or misleading, in that it indicated that the 1996 Honda needed a Prime Well  
12 tire package, a lifetime wheel alignment, fuel system cleaning, cooling system service with new  
13 antifreeze and a transmission fluid exchange.

14 FIFTH CAUSE FOR DISCIPLINE

15 (Fraud)

16 41. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
17 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's  
18 operator that the 1996 Honda needed a Prime Well tire package, a lifetime wheel alignment, fuel  
19 system cleaning, cooling system service with new antifreeze and a transmission fluid exchange.

20 SIXTH CAUSE FOR DISCIPLINE

21 (Violation of Automotive Repair Act)

22 42. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
23 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with the Automotive  
24 Repair Act as alleged above.

25 DOCUMENTED UNDERCOVER RUN #1: 2004 TOYOTA

26 43. On December 17, 2013, an undercover Bureau operator took a 2004 Toyota to  
27 Respondent Firestone Hayward's facility, and reported that she heard a noise when driving the  
28 vehicle. The vehicle's front disc brake pads had been machined down by a Bureau employee to



1 below .039 of an inch, and were in need of replacement. No other repairs were indicated. The  
2 operator and Respondent Firestone Hayward's employee road tested the vehicle and the noise was  
3 audible. The operator left the vehicle at the facility. Later that afternoon, an employee from  
4 Respondent Firestone Hayward's facility called the operator and informed her that the front brake  
5 pads were completely gone and needed to be replaced, and that the front brake calipers needed to  
6 be replaced, at a cost of \$582.94 (with a \$50.00 discount which reduced the estimate to \$532.94).  
7 The employee also informed the operator that the left front axle shaft was leaking and needed to  
8 be replaced for \$579.00, and that the rack & pinion was leaking and needed to be replaced for  
9 \$1,300.00 (labor only). Lastly, the employee advised the operator that the vehicle needed a  
10 general preventative maintenance measure, which included a front end alignment at a cost of  
11 \$90.00 for standard alignment, or \$150.00 for a lifetime alignment. The operator advised  
12 Respondent Firestone Hayward's employee that she would have to check with her husband  
13 regarding the recommended repairs and call back. Another Bureau employee called Respondent  
14 Firestone Hayward's facility on the evening of December 17, 2013, and represented himself as  
15 the operator's husband. Respondent Firestone Hayward's employee advised that the vehicle  
16 needed front brake pads and calipers, the left front drive axle, the rack & pinion assembly, air  
17 filter, cabin filter and front end alignment. The estimate for all of the repairs was \$2,780.00. The  
18 Bureau representative declined the extra repairs and requested that only the front brakes be  
19 repaired. Respondent Firestone Hayward's employee advised that work would cost \$534.00. On  
20 December 18, 2013, the operator returned to Respondent Firestone Hayward's facility to pick up  
21 the vehicle. She paid \$565.00 and was provided with invoice [REDACTED] which reflected that  
22 amount. The operator was also provided with an additional work order [REDACTED] for  
23 "Recommended Services Not Authorized by Customer" in the amount of \$2,246.85.

24 44. Although the only work that was necessary was replacement of the front brake pads,  
25 Respondent Firestone Hayward also needlessly replaced the front brake calipers and flushed the  
26 brake system. Respondent Firestone Hayward performed and charged the operator \$425.11 for  
27 parts and labor that were not necessary.

28

1 SEVENTH CAUSE FOR DISCIPLINE

2 (Untrue or Misleading Statements)

3 45. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(1), in that it made or authorized statements which it knew or in the  
5 exercise of reasonable care should have known to be untrue or misleading, when it advised the  
6 Bureau's operator and other Bureau employee that the 2004 Toyota needed work on the left front  
7 drive axle, the rack & pinion assembly, air filter, cabin filter and front end alignment.

8 EIGHTH CAUSE FOR DISCIPLINE

9 (Violation of Regulations)

10 46. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
11 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with the following  
12 regulations:

13 a. **3371:** Respondent Firestone Hayward made false or misleading statements when it  
14 advised the Bureau's operator that the 2004 Toyota needed work on the left front drive axle, the  
15 rack & pinion assembly, air filter, cabin filter and front end alignment.

16 b. **3373:** Respondent Firestone Hayward provided the Bureau's operator with a work  
17 order that was false or misleading, in that it indicated that the 2004 Toyota needed work on the  
18 left front drive axle, the rack & pinion assembly, air filter, cabin filter and front end alignment.

19 NINTH CAUSE FOR DISCIPLINE

20 (Fraud)

21 47. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
22 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented the necessity for  
23 replacement of the front brake calipers and flushing the brake system, and when it performed and  
24 charged the Bureau's operator \$425.11 for unnecessary parts and labor.

25 TENTH CAUSE FOR DISCIPLINE

26 (Violation of Automotive Repair Act)

27 48. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
28 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as

1 alleged above.

2 DOCUMENTED UNDERCOVER RUN #2: 2001 CHEVROLET

3 49. On January 6, 2014, an undercover Bureau operator took a 2001 Chevrolet to  
4 Respondent Firestone Hayward's facility, and reported that the check engine light was on and that  
5 the vehicle seemed to lack power. The vehicle's throttle position sensor was in need of  
6 replacement. No other repairs were indicated; the Bureau had recently installed new spark plugs,  
7 spark plug wires and a fuel filter. Respondent Firestone Hayward's employee informed the  
8 operator that Respondent Firestone Hayward would have to perform a diagnostic test to determine  
9 the cause of the check engine light being on, at a cost of \$150.00. He asked the operator if she  
10 wanted a complete vehicle inspection at a cost of \$19.99. The operator declined the inspection  
11 and received a written estimate from Respondent Firestone Hayward. Later in the day on January  
12 6, 2014, Respondent Firestone Hayward called the operator and informed her that the reason the  
13 check engine light was on was that the throttle position sensor was defective and in need of  
14 replacement, and that the vehicle also needed the fuel system cleaned, which included the throttle  
15 body and intake system, fuel lines and fuel injectors. Respondent Firestone Hayward also  
16 advised the operator that the fuel filter, spark plugs and spark plug wires needed to be replaced  
17 and that a cooling system service was recommended. The cost of these repairs was \$1,089.97.  
18 The operator informed Respondent Firestone Hayward that she would speak with her husband  
19 and call back. The operator called Respondent Firestone Hayward back and instructed it to  
20 perform the recommended repairs, with the exception of the cooling system service. On January  
21 7, 2014, the operator returned to Respondent Firestone Hayward's facility to pick up the vehicle.  
22 She paid \$972.00, per Respondent Firestone Hayward's invoice. The operator was provided with  
23 that invoice, and a work order for "Recommended Services not Authorized by Customer" in the  
24 amount of \$115.55 and listing the cooling system service.

25 50. Although the only work that was necessary was replacement of the throttle position  
26 sensor, Respondent Firestone Hayward also needlessly replaced the throttle body, spark plugs,  
27 spark plug wires, and fuel filter, and performed a fuel system cleaning. Respondent performed  
28 and charged the operator \$655.92 for parts and labor that were not necessary.

1 ELEVENTH CAUSE FOR DISCIPLINE

2 (Untrue or Misleading Statements)

3 51. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(1), in that it made or authorized statements which it knew or in the  
5 exercise of reasonable care should have known to be untrue or misleading, when it advised the  
6 Bureau's operator that the 2001 Chevrolet needed replacement of the fuel filter, spark plugs and  
7 spark plug wires, the fuel system cleaned (including the throttle body and intake system, fuel lines  
8 and fuel injectors), and a cooling system service performed.

9 TWELFTH CAUSE FOR DISCIPLINE

10 (Violation of Regulations)

11 52. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
12 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with the following  
13 regulations:

14 a. 3371: Respondent Firestone Hayward made false or misleading statements when it  
15 advised the Bureau's operator that the 2001 Chevrolet needed replacement of the fuel filter, spark  
16 plugs and spark plug wires, the fuel system cleaned (including the throttle body and intake  
17 system, fuel lines and fuel injectors), and a cooling system service performed.

18 b. 3373: Respondent Firestone Hayward provided the Bureau's operator with a work  
19 order that was false or misleading, in that it indicated that the 2001 Chevrolet needed replacement  
20 of the fuel filter, spark plugs and spark plug wires, the fuel system cleaned (including the throttle  
21 body and intake system, fuel lines and fuel injectors), and a cooling system service performed.

22 THIRTEENTH CAUSE FOR DISCIPLINE

23 (Fraud)

24 53. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
25 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented the necessity for  
26 replacement of the fuel filter, spark plugs and spark plug wires, cleaning of the fuel system  
27 (including the throttle body and intake system, fuel lines and fuel injectors), and a cooling system  
28 service.

1 FOURTEENTH CAUSE FOR DISCIPLINE

2 (Violation of Automotive Repair Act)

3 54. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
5 alleged above.

6 DOCUMENTED UNDERCOVER RUN #3: 2000 HONDA

7 55. On February 5, 2014, an undercover Bureau operator took a 2000 Honda to  
8 Respondent Firestone Hayward's facility, and reported that the check engine light was on and  
9 flashing. The vehicle's #3 cylinder fuel injector was in need of replacement. No other repairs  
10 were indicated; the Bureau had recently inspected the vehicle's fuel injectors, fuel filter, air filter,  
11 crankshaft speed sensor (CKF), timing cover seals, water pump, timing belt, timing belt adjusting  
12 pulley, positive crankcase ventilation (PCV) valve, PCV grommet, engine coolant temperature  
13 (ECT) sensor, ECT sending unit, ECT switch, thermostat, thermostat gasket, intake manifold  
14 gasket, throttle body, throttle body gasket, throttle position (TPS) sensor, manifold absolute  
15 pressure (MAP) sensor, fuel pressure regulator, idle air control (IAC) valve distributor cap,  
16 distributor ignition rotor, intake air temperature (IAT) sensor, valve cover gasket set, ignition coil,  
17 ignition wire set, primary oxygen sensor, secondary oxygen sensor, ignition control module, fuel  
18 pump, fuel pump base gasket, oil filter, distributor ignition housing assembly which includes top  
19 dead center (TDC), crankshaft position (CKP) and cylinder position (CYP) sensors. In addition  
20 to inspecting the vehicle, the Bureau also replaced the water pump, refilled the cooling system  
21 with a clean mixture of 50% antifreeze and water, installed and adjusted a new timing belt, and  
22 installed a new throttle body and gasket. Respondent Firestone Hayward's employee informed  
23 the operator that Respondent Firestone Hayward would have to perform a diagnostic test to  
24 determine the cause of the check engine light being on, at a cost of \$150.00. He asked the  
25 operator if she wanted a complete vehicle inspection at a cost of \$19.99 which would include  
26 rotating the tires, and checking the battery, belts and fluids. The operator declined the inspection.  
27 Respondent Firestone Hayward's employee offered to do the inspection at no charge. The  
28 operator agreed to this and received a written estimate from Respondent Firestone Hayward.

1 Later in the day on February 5, 2014, Respondent Firestone Hayward called the operator and  
2 informed her that the reason the check engine light was on was that one of the fuel injectors was  
3 defective and in need of replacement. He also told the operator that all of the fuel injectors  
4 should be replaced because they were going to fail, and then the operator would have to pay  
5 another \$150.00 inspection fee. Respondent's employee also told the operator that the brake,  
6 transmission, fuel and coolant systems were in need of service, and that the fuel system needed to  
7 be cleaned (which would include the throttle body and intake system, fuel lines and fuel  
8 injectors). Respondent Firestone Hayward's employee advised the operator that the cost for all  
9 repairs and services would be \$1,440.24. The operator authorized the repairs and services. On  
10 February 6, 2014, the operator returned to Respondent Firestone Hayward's facility to pick up the  
11 vehicle. She was informed by Respondent Firestone Hayward's employee that Respondent did  
12 not perform service on the brakes because it was not needed. The operator paid Respondent  
13 \$1,329.14.

14 56. Although the only work that was necessary was replacement of the #3 cylinder fuel  
15 injector, Respondent Firestone Hayward also needlessly replaced the other three fuel injectors,  
16 the fuel filter, and the air filter. Respondent Firestone Hayward also needlessly performed a fuel  
17 system cleaning and a cooling system service (in which Respondent Firestone Hayward refilled  
18 the cooling system with a 62% mixture of antifreeze and water which does not meet  
19 manufacturer's specification). Lastly, Respondent Firestone Hayward recommended a new cabin  
20 filter which the 2000 Honda is not equipped with, noted that Respondent Firestone Hayward had  
21 tightened the timing belt (which was not loose), and that the spark plugs were fouled, especially  
22 the #3 spark plug (however, the #3 spark plug could not have been fouled as the #3 fuel injector  
23 was not introducing fuel into the cylinder). Respondent Firestone Hayward performed and  
24 charged the operator \$691.39 for parts and labor that were not necessary.

25 FIFTEENTH CAUSE FOR DISCIPLINE

26 (Untrue or Misleading Statements)

27 57. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
28 section 9884.7, subdivision (a)(1), in that it made or authorized statements which it knew or in the

1 exercise of reasonable care should have known to be untrue or misleading, when it advised the  
2 Bureau's operator that on the 2000 Honda all of the fuel injectors should be replaced, that the  
3 brake, transmission, fuel and coolant systems were in need of service, and that the fuel system  
4 needed to be cleaned.

#### 5 SIXTEENTH CAUSE FOR DISCIPLINE

6 (Violation of Regulations)

7 58. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
8 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

9 a. **3371:** Respondent Firestone Hayward made false or misleading statements when it  
10 advised the Bureau's operator that on the 2000 Honda all of the fuel injectors should be replaced,  
11 that the brake, transmission, fuel and coolant systems were in need of service, and that the fuel  
12 system needed to be cleaned.

13 b. **3373:** Respondent Firestone Hayward provided the Bureau's operator with a work  
14 order that was false or misleading, in that it indicated that on the 2000 Honda all of the fuel  
15 injectors should be replaced, that the brake, transmission, fuel and coolant systems were in need  
16 of service, and that the fuel system needed to be cleaned.

#### 17 SEVENTEENTH CAUSE FOR DISCIPLINE

18 (Fraud)

19 59. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
20 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented that on the 2000  
21 Honda, all of the fuel injectors should be replaced, that the brake, transmission, fuel and coolant  
22 systems were in need of service, and that the fuel system needed to be cleaned.

#### 23 EIGHTEENTH CAUSE FOR DISCIPLINE

24 (Violation of Automotive Repair Act)

25 60. Respondent Firestone Hayward is subject to disciplinary action pursuant to Code  
26 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with the Automotive  
27 Repair Act as alleged above.

28





1 TWENTY-FIRST CAUSE FOR DISCIPLINE

2 (Violation of Automotive Repair Act)

3 64. Respondent Firestone San Diego, Reagan Road is subject to disciplinary action  
4 pursuant to Code section 9884.7, subdivision (a)(6), in that it failed to comply with the  
5 Automotive Repair Act as alleged above.

6 TWENTY-SECOND CAUSE FOR DISCIPLINE

7 (Untrue or Misleading Statements or Records)

8 65. Respondent Firestone San Diego, Reagan Road is subject to disciplinary action  
9 pursuant to Code section 9884.7, subdivision (a)(6), in that it failed to comply with the following  
10 regulations:

11 a. **3371:** Respondent Firestone San Diego, Reagan Road made a false or misleading  
12 statement when it advised the Bureau's operator that it had replaced two rubber valve stems in the  
13 Bureau's 2007 Dodge, when in fact, it had not.

14 b. **3373:** Respondent Firestone San Diego, Reagan Road provided the Bureau's  
15 operator with an invoice that was false or misleading, in that it indicated that it had replaced two  
16 rubber valve stems on the Bureau's 2007 Dodge, when in fact, it had not.

17 RESPONDENT FIRESTONE UPLAND

18 66. On May 12, 2015, an undercover operator of the Bureau took the Bureau's 2007  
19 Chevrolet to Respondent Firestone Upland's facility. The vehicle's four TPMS sensors, seals,  
20 nuts, Schrader valves, and service caps had been replaced by the Bureau. The Bureau operator  
21 drove the vehicle to Respondent Firestone Upland's facility and requested an estimate for two  
22 front tires, size P225/60R16. Respondent Firestone Upland's employee gave the operator an  
23 estimate in the amount of \$215.17 and provided a copy to the operator. The tires were installed,  
24 and the operator paid \$215.17 and received Firestone Complete Auto Care invoice [REDACTED].  
25 Respondent Firestone Upland charged for replacement of two TPMS kits, but failed to replace  
26 and install them. The operator was charged \$21.10 for the two TPMS kits.

27 ///

28 ///

1 TWENTY-THIRD CAUSE FOR DISCIPLINE

2 (Untrue or Misleading Statements)

3 67. Respondent Firestone Upland is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in  
5 the exercise of reasonable care should have known to be untrue or misleading, when it indicated  
6 on Firestone Complete Auto Care invoice [REDACTED] that two TPMS kits had been replaced when,  
7 in fact, they were not.

8 TWENTY-FOURTH CAUSE FOR DISCIPLINE

9 (Fraud)

10 68. Respondent Firestone Upland is subject to disciplinary action pursuant to Code  
11 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's  
12 operator that it had replaced two TPMS kits on the Bureau's 2007 Chevrolet, when in fact, it had  
13 not.

14 TWENTY-FIFTH CAUSE FOR DISCIPLINE

15 (Violation of Automotive Repair Act)

16 69. Respondent Firestone Upland is subject to disciplinary action pursuant to Code  
17 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
18 alleged above.

19 TWENTY-SIXTH CAUSE FOR DISCIPLINE

20 (Untrue or Misleading Statements or Records)

21 70. Respondent Firestone Upland is subject to disciplinary action pursuant to Code  
22 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

23 a. 3371: Respondent Firestone Upland made a false or misleading statement when it  
24 advised the Bureau's operator that it had replaced two TPMS kits in the Bureau's 2007 Chevrolet,  
25 when it fact, it had not.

26 b. 3373: Respondent Firestone Upland provided the Bureau's operator with an invoice  
27 that was false or misleading, in that it indicated that it had replaced two TPMS kits on the  
28 Bureau's 2007 Chevrolet, when in fact, it had not.



1 Act as alleged above.

2 THIRTIETH CAUSE FOR DISCIPLINE

3 (Untrue or Misleading Statements or Records)

4 75. Respondent Firestone Fresno, Shaw Ave. is subject to disciplinary action pursuant  
5 to Code section 9884.7, subdivision (a)(6), in that it failed to comply with the following  
6 regulations:

7 a. 3371: Respondent Firestone Fresno, Shaw Ave. made a false or misleading statement  
8 when it advised the Bureau's operator that it had replaced two TPMS kits in the Bureau's 2007  
9 Nissan, when in fact, it had only replaced one.

10 b. 3373: Respondent Firestone Fresno, Shaw Ave. provided the Bureau's operator with  
11 an invoice that was false or misleading, in that it indicated that it had replaced two TPMS kits on  
12 the Bureau's 2007 Nissan, when in fact, it had only replaced one.

13 RESPONDENT FIRESTONE RANCHO CORDOVA

14 76. On March 5, 2015, an undercover operator of the Bureau took the Bureau's 2008  
15 Chrysler to Respondent Firestone Rancho Cordova's facility. The vehicle's four TPMS seals,  
16 valve cores, valve stem nuts and service caps had been replaced by the Bureau. The Bureau  
17 operator drove the vehicle to Respondent Firestone Rancho Cordova's facility and requested an  
18 estimate for two front tires. Respondent Firestone Rancho Cordova's employee gave the operator  
19 an estimate in the amount of \$228.79 and provided a copy to the operator. The tires were  
20 installed, and the operator paid \$228.79 and received Firestone Complete Auto Care invoice  
21 [REDACTED]. Respondent Firestone Rancho Cordova charged for replacement of two lifetime rubber  
22 valves, but failed to replace and install them. The operator was charged \$6.48 for the two lifetime  
23 rubber valves.

24 THIRTY-FIRST CAUSE FOR DISCIPLINE

25 (Untrue or Misleading Statements)

26 77. Respondent Firestone Rancho Cordova is subject to disciplinary action pursuant to  
27 Code section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew  
28 or in the exercise of reasonable care should have known to be untrue or misleading, when it

1 indicated on Firestone Complete Auto Care invoice [REDACTED] that two lifetime rubber valves had  
2 been replaced, when in fact, they were not.

3 THIRTY-SECOND CAUSE FOR DISCIPLINE

4 (Fraud)

5 78. Respondent Firestone Rancho Cordova is subject to disciplinary action pursuant to  
6 Code section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the  
7 Bureau's operator that it had replaced two lifetime rubber valves on the Bureau's 2008 Chrysler,  
8 when in fact, it had not.

9 THIRTY-THIRD CAUSE FOR DISCIPLINE

10 (Violation of Automotive Repair Act)

11 79. Respondent Firestone Rancho Cordova is subject to disciplinary action pursuant to  
12 Code section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair  
13 Act as alleged above.

14 THIRTY-FOURTH CAUSE FOR DISCIPLINE

15 (Untrue or Misleading Statements or Records)

16 80. Respondent Firestone Rancho Cordova is subject to disciplinary action pursuant to  
17 Code section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

18 a. 3371: Respondent Firestone Rancho Cordova made a false or misleading statement  
19 when it advised the Bureau's operator that it had replaced two lifetime rubber valves in the  
20 Bureau's 2008 Chrysler, when it fact, it had not.

21 b. 3373: Respondent Firestone Rancho Cordova provided the Bureau's operator with an  
22 invoice that was false or misleading, in that it indicated that it had replaced two lifetime rubber  
23 valves on the Bureau's 2008 Chrysler, when in fact, it had not.

24 RESPONDENT FIRESTONE SAN JOSE

25 81. On July 27, 2015, an undercover operator of the Bureau took the Bureau's 2008  
26 Chrysler to Respondent Firestone San Jose's facility. The vehicle's four TPMS sensors, seals,  
27 nuts, Schrader valves, and service caps had been replaced by the Bureau. The Bureau operator  
28 drove the vehicle to Respondent Firestone San Jose's facility and requested an estimate for two

1 front tires, size 205/55R16. Respondent Firestone San Jose's employee gave the operator an  
2 estimate in the amount of \$196.78 and provided a copy to the operator. The tires were installed,  
3 and the operator paid \$196.78 and received Firestone Complete Auto Care invoice [REDACTED].  
4 Respondent Firestone San Jose charged for replacement of two TPMS kits, but failed to replace  
5 and install the hardware/seal kits. The operator was charged \$21.20 for the two TPMS kits.

6 THIRTY-FIFTH CAUSE FOR DISCIPLINE

7 (Untrue or Misleading Statements)

8 82. Respondent Firestone San Jose is subject to disciplinary action pursuant to Code  
9 section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in  
10 the exercise of reasonable care should have known to be untrue or misleading, when it indicated  
11 on Firestone Complete Auto Care invoice [REDACTED] that two TPMS kits had been replaced when,  
12 in fact, they were not.

13 THIRTY-SIXTH CAUSE FOR DISCIPLINE

14 (Fraud)

15 83. Respondent Firestone San Jose is subject to disciplinary action pursuant to Code  
16 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's  
17 operator that it had replaced two TPMS kits on the Bureau's 2008 Chrysler, when in fact, it had  
18 not.

19 THIRTY-SEVENTH CAUSE FOR DISCIPLINE

20 (Violation of Automotive Repair Act)

21 84. Respondent Firestone San Jose is subject to disciplinary action pursuant to Code  
22 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
23 alleged above.

24 THIRTY-EIGHTH CAUSE FOR DISCIPLINE

25 (Untrue or Misleading Statements or Records)

26 85. Respondent Firestone San Jose is subject to disciplinary action pursuant to Code  
27 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:  
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1 a. **3371:** Respondent Firestone San Jose made a false or misleading statement when it  
2 advised the Bureau's operator that it had replaced two TPMS kits in the Bureau's 2008 Chrysler,  
3 when in fact, it had not.

4 b. **3373:** Respondent Firestone San Jose provided the Bureau's operator with an invoice  
5 that was false or misleading, in that it indicated that it had replaced two TPMS kits on the  
6 Bureau's 2008 Chrysler, when in fact, it had not.

7 **RESPONDENT FIRESTONE RIVERSIDE**

8 86. On May 12, 2015, an undercover operator of the Bureau took the Bureau's 2007  
9 Nissan to Respondent Firestone Riverside's facility. The vehicle's four TPMS sensors, nuts,  
10 Schrader valves, and service caps had been inspected by the Bureau, and new TPMS seals were  
11 installed. The Bureau operator drove the vehicle to Respondent Firestone Riverside's facility and  
12 requested an estimate for two front tires, size 245/45R18. Respondent Firestone Riverside's  
13 employee gave the operator an estimate in the amount of \$231.10 and provided a copy to the  
14 operator. The tires were installed, and the operator paid \$235.10 and received Firestone  
15 Complete Auto Care invoice [REDACTED]. Respondent Firestone Riverside charged for replacement  
16 of one TPMS kit, but failed to replace and install the kit. The operator was charged \$10.55 for  
17 the kit.

18 **THIRTY-NINTH CAUSE FOR DISCIPLINE**

19 (Untrue or Misleading Statements)

20 87. Respondent Firestone Riverside is subject to disciplinary action pursuant to Code  
21 section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in  
22 the exercise of reasonable care should have known to be untrue or misleading, when it indicated  
23 on Firestone Complete Auto Care invoice [REDACTED] that a TPMS kit had been replaced when, in  
24 fact, it was not.

25 **FORTIETH CAUSE FOR DISCIPLINE**

26 (Fraud)

27 88. Respondent Firestone Riverside is subject to disciplinary action pursuant to Code  
28 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's

1 operator that it had replaced a TPMS kit on the Bureau's 2007 Nissan, when in fact, it had not.

2 FORTY-FIRST CAUSE FOR DISCIPLINE

3 (Violation of Automotive Repair Act)

4 89. Respondent Firestone Riverside is subject to disciplinary action pursuant to Code  
5 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
6 alleged above.

7 FORTY-SECOND CAUSE FOR DISCIPLINE

8 (Untrue or Misleading Statements or Records)

9 90. Respondent Firestone Riverside is subject to disciplinary action pursuant to Code  
10 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

11 a. 3371: Respondent Firestone Riverside made a false or misleading statement when it  
12 advised the Bureau's operator that it had replaced a TPMS kit in the Bureau's 2007 Nissan, when  
13 it fact, it had not.

14 b. 3373: Respondent Firestone Riverside provided the Bureau's operator with an  
15 invoice that was false or misleading, in that it indicated that it had replaced a TPMS kit on the  
16 Bureau's 2007 Nissan, when in fact, it had not.

17 RESPONDENT FIRESTONE SAN MATEO

18 91. On July 22, 2015, an undercover operator of the Bureau took the Bureau's 2007  
19 Nissan to Respondent Firestone San Mateo's facility. The vehicle's four TPMS sensors, seals,  
20 nuts, Schrader valves, and service caps had been replaced by the Bureau. The Bureau operator  
21 drove the vehicle to Respondent Firestone San Mateo's facility and requested an estimate for one  
22 front tire. Respondent Firestone San Mateo's employee gave the operator an estimate in the  
23 amount of \$205.00 and provided a copy to the operator. The tire was installed, and the operator  
24 paid \$205 and received Firestone Complete Auto Care invoice [REDACTED]. Respondent Firestone  
25 San Mateo charged for replacement of one rubber valve stem, but failed to replace and install it.  
26 The operator was charged \$3.28 for the rubber valve stem.

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FORTY-THIRD CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

92. Respondent Firestone San Mateo is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in the exercise of reasonable care should have known to be untrue or misleading, when it indicated on Firestone Complete Auto Care invoice [REDACTED] that a rubber valve stem had been replaced when, in fact, it was not.

FORTY-FOURTH CAUSE FOR DISCIPLINE

(Fraud)

93. Respondent Firestone San Mateo is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's operator that it had replaced a rubber valve stem on the Bureau's 2007 Nissan, when in fact, it had not.

FORTY-FIFTH CAUSE FOR DISCIPLINE

(Violation of Automotive Repair Act)

94. Respondent Firestone San Mateo is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as alleged above.

FORTY-SIXTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements or Records)

95. Respondent Firestone San Mateo is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

a. 3371: Respondent Firestone San Mateo made a false or misleading statement when it advised the Bureau's operator that it had replaced a rubber valve stem in the Bureau's 2007 Nissan, when it fact, it had not.

b. 3373: Respondent Firestone San Mateo provided the Bureau's operator with an invoice that was false or misleading, in that it indicated that it had replaced a rubber valve stem on the Bureau's 2007 Nissan, when in fact, it had not.

1 RESPONDENT FIRESTONE HOLLYWOOD

2 96. On July 23, 2015, an undercover operator of the Bureau took the Bureau's 2007  
3 Chevrolet to Respondent Firestone Hollywood's facility. The vehicle's four TPMS sensors and  
4 seals had been inspected by the Bureau. The Bureau operator drove the vehicle to Respondent  
5 Firestone Hollywood's facility and requested an estimate for two rear tires. Respondent Firestone  
6 Hollywood's employee honored a previous estimate in the amount of \$196.60.<sup>2</sup> The tires were  
7 installed, and the operator paid \$196.60 and received Firestone Complete Auto Care invoice  
8 [REDACTED]. Respondent Firestone Hollywood charged for replacement of two lifetime rubber  
9 valves, but failed to replace and install them. The operator was charged \$6.54 for the two lifetime  
10 rubber valves.

11 FORTY-SEVENTH CAUSE FOR DISCIPLINE

12 (Untrue or Misleading Statements)

13 97. Respondent Firestone Hollywood is subject to disciplinary action pursuant to Code  
14 section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in  
15 the exercise of reasonable care should have known to be untrue or misleading, when it indicated  
16 on Firestone Complete Auto Care invoice [REDACTED] that two lifetime rubber valves had been  
17 replaced, when in fact, they were not.

18 FORTY-EIGHTH CAUSE FOR DISCIPLINE

19 (Fraud)

20 98. Respondent Firestone Hollywood is subject to disciplinary action pursuant to Code  
21 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's  
22 operator that it had replaced two lifetime rubber valves on the Bureau's 2007 Chevrolet, when in  
23 fact, it had not.

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27 <sup>2</sup> The operator had gone to Firestone Hollywood on June 30, 2015, but due to a power  
28 outage, the undercover operation was suspended until July 23, 2015.

1 FORTY-NINTH CAUSE FOR DISCIPLINE

2 (Violation of Automotive Repair Act)

3 99. Respondent Firestone Hollywood is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
5 alleged above.

6 FIFTIETH CAUSE FOR DISCIPLINE

7 (Untrue or Misleading Statements or Records)

8 100. Respondent Firestone Hollywood is subject to disciplinary action pursuant to Code  
9 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

10 a. **3371:** Respondent Firestone Hollywood made a false or misleading statement when  
11 it advised the Bureau's operator that it had replaced two lifetime rubber valves in the Bureau's  
12 2007 Chevrolet, when in fact, it had not.

13 b. **3373:** Respondent Firestone Hollywood provided the Bureau's operator with an  
14 invoice that was false or misleading, in that it indicated that it had replaced two lifetime rubber  
15 valves on the Bureau's 2007 Chevrolet, when in fact, it had not.

16 **RESPONDENT FIRESTONE WEST LOS ANGELES**

17 101. On July 15, 2015, an undercover operator of the Bureau took the Bureau's 2008  
18 Pontiac to Respondent Firestone West Los Angeles's facility. The vehicle's four valve stems,  
19 Schrader valves, and service caps had been inspected by the Bureau. The Bureau operator drove  
20 the vehicle to Respondent Firestone West Los Angeles's facility and requested an estimate for  
21 two front tires, size 215/60R16. Respondent Firestone West Los Angeles's employee gave the  
22 operator an estimate in the amount of \$183.68 and provided a copy to the operator. The estimate  
23 included charges for "TPMS Valve Service Kit" and labor to install the kit. The tires were  
24 installed, and the operator paid \$174.98 and received Firestone Complete Auto Care invoice  
25 [REDACTED]. Respondent Firestone West Los Angeles charged for labor for installation of the TPMS  
26 kit, but failed to replace and install the kit. The operator was charged \$5.98 for labor to install the  
27 kit.  
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1 FIFTY-FIRST CAUSE FOR DISCIPLINE

2 (Untrue or Misleading Statements)

3 102. Respondent Firestone West Los Angeles is subject to disciplinary action pursuant to  
4 Code section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew  
5 or in the exercise of reasonable care should have known to be untrue or misleading, when it  
6 indicated on Firestone Complete Auto Care invoice [REDACTED] that labor to install the TPMS kit  
7 had been performed, in fact, it was not.

8 FIFTY-SECOND CAUSE FOR DISCIPLINE

9 (Fraud)

10 103. Respondent Firestone West Los Angeles is subject to disciplinary action pursuant to  
11 Code section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the  
12 Bureau's operator that it had performed labor to replace a TPMS kit on the Bureau's 2008  
13 Pontiac, when in fact, it had not.

14 FIFTY-THIRD CAUSE FOR DISCIPLINE

15 (Violation of Automotive Repair Act)

16 104. Respondent Firestone West Los Angeles is subject to disciplinary action pursuant to  
17 Code section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair  
18 Act as alleged above.

19 FIFTY-FOURTH CAUSE FOR DISCIPLINE

20 (Untrue or Misleading Statements or Records)

21 105. Respondent Firestone West Los Angeles is subject to disciplinary action pursuant  
22 to Code section 9884.7, subdivision (a)(6), in that it failed to comply with the following  
23 regulations:

24 a. 3371: Respondent Firestone West Los Angeles made a false or misleading statement  
25 when it advised the Bureau's operator that it had performed labor to install a TPMS kit in the  
26 Bureau's 2008 Pontiac, when in fact, it had not.



1 FIFTY-SEVENTH CAUSE FOR DISCIPLINE

2 (Violation of Automotive Repair Act)

3 109. Respondent Firestone Vacaville is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
5 alleged above.

6 FIFTY-EIGHTH CAUSE FOR DISCIPLINE

7 (Untrue or Misleading Statements or Records)

8 110. Respondent Firestone Vacaville is subject to disciplinary action pursuant to Code  
9 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

10 a. **3371:** Respondent Firestone Vacaville made a false or misleading statement when it  
11 advised the Bureau's operator that it had replaced two rubber valves in the Bureau's 2007 Dodge,  
12 when in fact, it had not.

13 b. **3373:** Respondent Firestone Vacaville provided the Bureau's operator with an  
14 invoice that was false or misleading, in that it indicated that it had replaced two rubber valves on  
15 the Bureau's 2007 Dodge, when in fact, it had not.

16 **RESPONDENT FIRESTONE SAN BERNARDINO**

17 111. On May 12, 2015, an undercover operator of the Bureau took the Bureau's 2008  
18 Pontiac to Respondent Firestone San Bernardino's facility. The vehicle's four valve stems,  
19 Schrader valves, and service caps had been replaced by the Bureau. The Bureau operator drove  
20 the vehicle to Respondent Firestone San Bernardino's facility and requested an estimate for two  
21 rear tires, size 215/60R16. Respondent Firestone San Bernardino's employee gave the operator  
22 an estimate in the amount of \$262.62 and provided a copy to the operator. The estimate included  
23 charges for "TPMS Valve Service Kit" and labor to install the kit. The tires were installed, and  
24 the operator paid \$253.99 and received Firestone Complete Auto Care invoice [REDACTED].  
25 Respondent Firestone San Bernardino charged for labor for installation of the TPMS kit, but  
26 failed to replace and install the kit. The operator was charged \$5.98 for labor to install the kit.

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1 FIFTY-NINTH CAUSE FOR DISCIPLINE

2 (Untrue or Misleading Statements)

3 112. Respondent Firestone San Bernardino is subject to disciplinary action pursuant to  
4 Code section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew  
5 or in the exercise of reasonable care should have known to be untrue or misleading, when it  
6 indicated on Firestone Complete Auto Care invoice [REDACTED] that labor to install the TPMS kit  
7 had been performed, in fact, it was not.

8 SIXTIETH CAUSE FOR DISCIPLINE

9 (Fraud)

10 113. Respondent Firestone San Bernardino is subject to disciplinary action pursuant to  
11 Code section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the  
12 Bureau's operator that it had performed labor to replace a TPMS kit on the Bureau's 2008  
13 Pontiac, when in fact, it had not.

14 SIXTY-FIRST CAUSE FOR DISCIPLINE

15 (Violation of Automotive Repair Act)

16 114. Respondent Firestone San Bernardino is subject to disciplinary action pursuant to  
17 Code section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair  
18 Act as alleged above.

19 SIXTY-SECOND CAUSE FOR DISCIPLINE

20 (Untrue or Misleading Statements or Records)

21 115. Respondent Firestone San Bernardino is subject to disciplinary action pursuant to  
22 Code section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

23 a. 3371: Respondent Firestone San Bernardino made a false or misleading statement  
24 when it advised the Bureau's operator that it had performed labor to install a TPMS kit in the  
25 Bureau's 2008 Pontiac, when in fact, it had not.

26 b. 3373: Respondent Firestone San Bernardino provided the Bureau's operator with an  
27 invoice that was false or misleading, in that it indicated that it had performed labor to install a  
28 TPMS kit on the Bureau's 2008 Pontiac, when in fact, it had not.





1 alleged above.

2 SIXTY-SIXTH CAUSE FOR DISCIPLINE

3 (Untrue or Misleading Statements or Records)

4 120. Respondent Firestone Fremont is subject to disciplinary action pursuant to Code  
5 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

6 a. **3371:** Respondent Firestone Fremont made a false or misleading statement when it  
7 advised the Bureau's operator that it had replaced two TPMS kits in the Bureau's 2007 Chevrolet,  
8 when in fact, it had not.

9 b. **3373:** Respondent Firestone Fremont provided the Bureau's operator with an invoice  
10 that was false or misleading, in that it indicated that it had replaced two TPMS kits on the  
11 Bureau's 2007 Chevrolet, when in fact, it had not.

12 **RESPONDENT FIRESTONE CONCORD**

13 121. On December 29, 2014, an undercover operator of the Bureau took the Bureau's 2008  
14 Chrysler to Respondent Firestone Concord's facility. The vehicle's sensor to wheel seals, valve  
15 stem nuts, valve stem caps, and valve stem cores had been replaced by the Bureau. The Bureau  
16 operator drove the vehicle to Respondent Firestone Concord's facility and advised the facility that  
17 he had run over something on the freeway. Respondent Firestone Concord's employee gave the  
18 operator an estimate in the amount of \$110.74 and provided a copy to the operator. The estimate  
19 included charges for "TPMS Valve Service Kit" and labor to install the kit. The tire was  
20 installed, and the operator paid \$110.74 and received Firestone Complete Auto Care invoice  
21 [REDACTED]. Respondent Firestone Concord charged for installation of the TPMS kit, but failed to  
22 replace and install the kit. The operator was charged \$10.62 for labor to install the kit.

23 SIXTY-SEVENTH CAUSE FOR DISCIPLINE

24 (Untrue or Misleading Statements)

25 122. Respondent Firestone Concord is subject to disciplinary action pursuant to Code  
26 section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in  
27 the exercise of reasonable care should have known to be untrue or misleading, when it indicated  
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1 on Firestone Complete Auto Care invoice [REDACTED] that the TPMS kit had been installed, in fact,  
2 it had not been.

3 TWENTIETH CAUSE FOR DISCIPLINE

4 (Fraud)

5 123. Respondent Firestone Concord is subject to disciplinary action pursuant to Code  
6 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's  
7 operator that it had installed a TPMS kit on the Bureau's 2008 Chrysler, when in fact, it had not.

8 SIXTY-EIGHTH CAUSE FOR DISCIPLINE

9 (Violation of Automotive Repair Act)

10 124. Respondent Firestone Concord is subject to disciplinary action pursuant to Code  
11 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
12 alleged above.

13 SIXTY-NINTH CAUSE FOR DISCIPLINE

14 (Untrue or Misleading Statements or Records)

15 125. Respondent Firestone Concord is subject to disciplinary action pursuant to Code  
16 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

17 a. **3371:** Respondent Firestone Concord made a false or misleading statement when it  
18 advised the Bureau's operator that it had installed a TPMS kit in the Bureau's 2008 Chrysler,  
19 when it fact, it had not.

20 b. **3373:** Respondent Firestone Concord provided the Bureau's operator with an invoice  
21 that was false or misleading, in that it indicated that it had installed a TPMS kit on the Bureau's  
22 2008 Chrysler, when in fact, it had not.

23 **RESPONDENT FIRESTONE SAN DIEGO, CONVOY ST.**

24 126. On July 31, 2015, an undercover operator of the Bureau took the Bureau's 2007  
25 Nissan to Respondent Firestone San Diego, Convoy St.'s facility. The vehicle's four TPMS  
26 sensors, seals, nuts, Schrader valves, and service caps had been removed and inspected by the  
27 Bureau. The Bureau operator drove the vehicle to Respondent Firestone San Diego, Convoy St.'s  
28 facility and requested an estimate for two front tires, size 2P45/45R18. Respondent Firestone San

1 Diego, Convoy St.'s employee gave the operator an estimate in the amount of \$260.21 and  
2 provided a copy to the operator. The tires were installed, and the operator paid \$260.21 and  
3 received Firestone Complete Auto Care invoice [REDACTED]. Respondent Firestone San Diego,  
4 Convoy St. charged for replacement of two TPMS kits, but failed to replace and install the kits.  
5 The operator was charged \$21.20 for the two TPMS kits.

6 SEVENTIETH CAUSE FOR DISCIPLINE

7 (Untrue or Misleading Statements)

8 127. Respondent Firestone San Diego, Convoy St. is subject to disciplinary action  
9 pursuant to Code section 9884.7, subdivision (a)(1), in that it made or authorized a statement  
10 which it knew or in the exercise of reasonable care should have known to be untrue or  
11 misleading, when it indicated on Firestone Complete Auto Care invoice [REDACTED] that two TPMS  
12 kits had been replaced when, in fact, they were not.

13 SEVENTY-FIRST CAUSE FOR DISCIPLINE

14 (Fraud)

15 128. Respondent Firestone San Diego, Convoy St. is subject to disciplinary action  
16 pursuant to Code section 9884.7, subdivision (a)(4), in that it committed fraud when it  
17 represented to the Bureau's operator that it had replaced two TPMS kits on the Bureau's 2007  
18 Nissan, when in fact, it had not.

19 SEVENTY-SECOND CAUSE FOR DISCIPLINE

20 (Violation of Automotive Repair Act)

21 129. Respondent Firestone San Diego, Convoy St. is subject to disciplinary action  
22 pursuant to Code section 9884.7, subdivision (a)(6), in that it failed to comply with the  
23 Automotive Repair Act as alleged above.

24 SEVENTY-THIRD CAUSE FOR DISCIPLINE

25 (Untrue or Misleading Statements or Records)

26 130. Respondent Firestone San Diego, Convoy St. is subject to disciplinary action  
27 pursuant to Code section 9884.7, subdivision (a)(6), in that it failed to comply with the following  
28 regulations:

1 a. 3371: Respondent Firestone San Diego, Convoy St. made a false or misleading  
2 statement when it advised the Bureau's operator that it had replaced two TPMS kits in the  
3 Bureau's 2007 Nissan, when in fact, it had not.

4 b. 3373: Respondent Firestone San Diego, Convoy St. provided the Bureau's operator  
5 with an invoice that was false or misleading, in that it indicated that it had replaced two TPMS  
6 kits on the Bureau's 2007 Nissan, when in fact, it had not.

7 RESPONDENT FIRESTONE MODESTO

8 131. On March 17, 2015, an undercover operator of the Bureau took the Bureau's 2007  
9 Nissan to Respondent Firestone Modesto's facility. The vehicle's four TPMS sensors, seals, nuts,  
10 Schrader valves, and service caps had been replaced by the Bureau. The Bureau operator drove  
11 the vehicle to Respondent Firestone Modesto's facility and requested an estimate for two tires.  
12 Respondent Firestone Modesto's employee gave the operator an estimate in the amount of  
13 \$306.81 and provided a copy to the operator. The tires were installed, and the operator paid  
14 \$306.81 and received Firestone Complete Auto Care invoice [REDACTED]. Respondent Firestone  
15 Modesto charged for replacement of two TPMS kits, but failed to replace and install the kits. The  
16 operator was charged \$21.06 for the two TPMS kits.

17 SEVENTY-FOURTH CAUSE FOR DISCIPLINE

18 (Untrue or Misleading Statements)

19 132. Respondent Firestone Modesto is subject to disciplinary action pursuant to Code  
20 section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in  
21 the exercise of reasonable care should have known to be untrue or misleading, when it indicated  
22 on Firestone Complete Auto Care invoice [REDACTED] that two TPMS kits had been replaced when,  
23 in fact, they were not.

24 SEVENTY-FIFTH CAUSE FOR DISCIPLINE

25 (Fraud)

26 133. Respondent Firestone Modesto is subject to disciplinary action pursuant to Code  
27 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's  
28 operator that it had replaced two TPMS kits on the Bureau's 2007 Nissan, when in fact, it had not.

1 SEVENTY-SIXTH CAUSE FOR DISCIPLINE

2 (Violation of Automotive Repair Act)

3 134. Respondent Firestone Modesto is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
5 alleged above.

6 SEVENTY-SEVENTH CAUSE FOR DISCIPLINE

7 (Untrue or Misleading Statements or Records)

8 135. Respondent Firestone Modesto is subject to disciplinary action pursuant to Code  
9 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

10 a. **3371:** Respondent Firestone Modesto made a false or misleading statement when it  
11 advised the Bureau's operator that it had replaced two TPMS kits in the Bureau's 2007 Nissan,  
12 when in fact, it had not.

13 b. **3373:** Respondent Firestone Modesto provided the Bureau's operator with an invoice  
14 that was false or misleading, in that it indicated that it had replaced two TPMS kits on the  
15 Bureau's 2007 Nissan, when in fact, it had not.

16 **RESPONDENT FIRESTONE FRESNO, BLACKSTONE AVE.**

17 136. On June 9, 2015, an undercover operator of the Bureau took the Bureau's 2008  
18 Toyota to Respondent Firestone Fresno, Blackstone Ave.'s facility. The vehicle's four TPMS  
19 seals, nuts, Schrader valves, and service caps had been replaced by the Bureau. The Bureau  
20 operator drove the vehicle to Respondent Firestone Fresno, Blackstone Ave.'s facility and  
21 requested an estimate for two rear tires, size P195/65R15. Respondent Firestone Fresno,  
22 Blackstone Ave.'s employee gave the operator an estimate in the amount of \$221.36 and provided  
23 a copy to the operator. The tires were installed, and the operator paid \$221.36 and received  
24 Firestone Complete Auto Care invoice [REDACTED]. Respondent Firestone Fresno, Blackstone Ave.  
25 charged for replacement of two TPMS kits, but failed to replace and install the kits. The operator  
26 was charged \$21.15 for the two TPMS kits.

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SEVENTY-EIGHTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

137. Respondent Firestone Fresno, Blackstone Ave. is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in the exercise of reasonable care should have known to be untrue or misleading, when it indicated on Firestone Complete Auto Care invoice [REDACTED] that two TPMS kits had been replaced when, in fact, they were not.

SEVENTY-NINTH CAUSE FOR DISCIPLINE

(Fraud)

138. Respondent Firestone Fresno, Blackstone Ave. is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's operator that it had replaced two TPMS kits on the Bureau's 2008 Toyota, when in fact, it had not.

EIGHTIETH CAUSE FOR DISCIPLINE

(Violation of Automotive Repair Act)

139. Respondent Firestone Fresno, Blackstone Ave. is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as alleged above.

EIGHTY-FIRST CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements or Records)

140. Respondent Firestone Fresno, Blackstone Ave. is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

- a. 3371: Respondent Firestone Fresno, Blackstone Ave. made a false or misleading statement when it advised the Bureau's operator that it had replaced two TPMS kits in the Bureau's 2008 Toyota, when it fact, it had not.

1 b. 3373: Respondent Firestone Fresno, Blackstone Ave. provided the Bureau's operator  
2 with an invoice that was false or misleading, in that it indicated that it had replaced two TPMS  
3 kits on the Bureau's 2008 Toyota, when in fact, it had not.

4 **RESPONDENT FIRESTONE FAIRFIELD**

5 141. On February 6, 2015, an undercover operator of the Bureau took the Bureau's 2008  
6 Chrysler to Respondent Firestone Fairfield's facility. The vehicle's sensor to wheel seals, valve  
7 stem nuts, valve stem caps, and valve stem cores had been replaced by the Bureau. The Bureau  
8 operator drove the vehicle to Respondent Firestone Fairfield's facility and advised the facility that  
9 he wanted to replace a tire. Respondent Firestone Fairfield's employee gave the operator an  
10 estimate in the amount of \$116.54 and provided a copy to the operator. The estimate included  
11 charges for "TPMS Valve Service Kit" and labor to install the kit. The tire was installed, and the  
12 operator paid \$116.54 and received Firestone Complete Auto Care invoice [REDACTED]. Respondent  
13 Firestone Fairfield charged for installation of the TPMS kit, but failed to replace and install the  
14 kit. The operator was charged \$7.33 for labor to install the kit.

15 **EIGHTY-SECOND CAUSE FOR DISCIPLINE**

16 (Untrue or Misleading Statements)

17 142. Respondent Firestone Fairfield is subject to disciplinary action pursuant to Code  
18 section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in  
19 the exercise of reasonable care should have known to be untrue or misleading, when it indicated  
20 on Firestone Complete Auto Care invoice [REDACTED] that the TPMS kit had been installed, in fact,  
21 it had not been.

22 **EIGHTY-THIRD CAUSE FOR DISCIPLINE**

23 (Fraud)

24 143. Respondent Firestone Fairfield is subject to disciplinary action pursuant to Code  
25 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's  
26 operator that it had installed a TPMS kit on the Bureau's 2008 Chrysler, when in fact, it had not.

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1 EIGHTY-FOURTH CAUSE FOR DISCIPLINE

2 (Violation of Automotive Repair Act)

3 144. Respondent Firestone Fairfield is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
5 alleged above.

6 EIGHTY-FIFTH CAUSE FOR DISCIPLINE

7 (Untrue or Misleading Statements or Records)

8 145. Respondent Firestone Fairfield is subject to disciplinary action pursuant to Code  
9 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

10 a. **3371:** Respondent Firestone Fairfield made a false or misleading statement when it  
11 advised the Bureau's operator that it had installed a TPMS kit in the Bureau's 2008 Chrysler,  
12 when in fact, it had not.

13 b. **3373:** Respondent Firestone Fairfield provided the Bureau's operator with an invoice  
14 that was false or misleading, in that it indicated that it had installed a TPMS kit on the Bureau's  
15 2008 Chrysler, when in fact, it had not.

16 **RESPONDENT FIRESTONE CLOVIS**

17 146. On July 15, 2015, an undercover operator of the Bureau took the Bureau's 2007  
18 Toyota to Respondent Firestone Clovis's facility. The vehicle's four TPMS sensors, seals, nuts,  
19 Schrader valves, and service caps had been inspected by the Bureau. The Bureau operator drove  
20 the vehicle to Respondent Firestone Clovis's facility and requested an estimate for two front tires,  
21 size 215/55R17. Respondent Firestone Clovis's employee gave the operator an estimate in the  
22 amount of \$185.73 and provided a copy to the operator. The tires were installed, and the operator  
23 paid \$185.73 and received Firestone Complete Auto Care invoice [REDACTED]. Respondent  
24 Firestone Clovis charged for replacement of two rubber valve stems, but failed to replace and  
25 install them. The operator was charged \$6.49 for the two rubber valve stems.

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1 EIGHTY-SIXTH CAUSE FOR DISCIPLINE

2 (Untrue or Misleading Statements)

3 147. Respondent Firestone Clovis is subject to disciplinary action pursuant to Code section  
4 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in the  
5 exercise of reasonable care should have known to be untrue or misleading, when it indicated on  
6 Firestone Complete Auto Care invoice [REDACTED] that two rubber valve stems had been replaced,  
7 when in fact, they were not.

8 EIGHTY-SEVENTH CAUSE FOR DISCIPLINE

9 (Fraud)

10 148. Respondent Firestone Clovis is subject to disciplinary action pursuant to Code section  
11 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's operator  
12 that it had replaced two rubber valve stems on the Bureau's 2007 Toyota, when in fact, it had not.

13 EIGHTY-EIGHTH CAUSE FOR DISCIPLINE

14 (Violation of Automotive Repair Act)

15 149. Respondent Firestone Clovis is subject to disciplinary action pursuant to Code section  
16 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as alleged  
17 above.

18 EIGHTY-NINTH CAUSE FOR DISCIPLINE

19 (Untrue or Misleading Statements or Records)

20 150. Respondent Firestone Clovis is subject to disciplinary action pursuant to Code  
21 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

22 a. 3371: Respondent Firestone Clovis made a false or misleading statement when it  
23 advised the Bureau's operator that it had replaced two rubber valve stems in the Bureau's 2007  
24 Toyota, when in fact, it had not.

25 b. 3373: Respondent Firestone Clovis provided the Bureau's operator with an invoice  
26 that was false or misleading, in that it indicated that it had replaced two rubber valve stems on the  
27 Bureau's 2007 Toyota, when in fact, it had not.

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1 RESPONDENT FIRESTONE STOCKTON

2 151. On March 24, 2015, an undercover operator of the Bureau took the Bureau's 2002  
3 Chrysler to Respondent Firestone Stockton's facility. TPMS sensors and seals were installed by  
4 the Bureau on all four tires and the spare. The Bureau operator drove the vehicle to Respondent  
5 Firestone Stockton's facility and requested an estimate for two tires, size 245/45R18. Respondent  
6 Firestone Stockton's employee gave the operator an estimate in the amount of \$424.56 and  
7 provided a copy to the operator. The tires were installed, and the operator paid \$424.56 and  
8 received Firestone Complete Auto Care invoice [REDACTED]. Respondent Firestone Stockton  
9 charged for replacement of two lifetime rubber valves, but failed to replace and install them. The  
10 operator was charged \$6.54 for the two lifetime rubber valves.

11 NINETIETH CAUSE FOR DISCIPLINE

12 (Untrue or Misleading Statements)

13 152. Respondent Firestone Stockton is subject to disciplinary action pursuant to Code  
14 section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in  
15 the exercise of reasonable care should have known to be untrue or misleading, when it indicated  
16 on Firestone Complete Auto Care invoice [REDACTED] that two lifetime rubber valves had been  
17 replaced, when in fact, they were not.

18 NINETY-FIRST CAUSE FOR DISCIPLINE

19 (Fraud)

20 153. Respondent Firestone Stockton is subject to disciplinary action pursuant to Code  
21 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's  
22 operator that it had replaced two lifetime rubber valves on the Bureau's 2002 Chrysler, when in  
23 fact, it had not.

24 NINETY-SECOND CAUSE FOR DISCIPLINE

25 (Violation of Automotive Repair Act)

26 154. Respondent Firestone Stockton is subject to disciplinary action pursuant to Code  
27 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
28 alleged above.

1 NINETY-THIRD CAUSE FOR DISCIPLINE

2 (Untrue or Misleading Statements or Records)

3 155. Respondent Firestone Stockton is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

5 a. **3371:** Respondent Firestone Stockton made a false or misleading statement when it  
6 advised the Bureau's operator that it had replaced two lifetime rubber valves in the Bureau's 2002  
7 Chrysler, when in fact, it had not.

8 b. **3373:** Respondent Firestone Stockton provided the Bureau's operator with an invoice  
9 that was false or misleading, in that it indicated that it had replaced two lifetime rubber valves on  
10 the Bureau's 2002 Chrysler, when in fact, it had not.

11 **RESPONDENT FIRESTONE LINCOLN**

12 156. On April 1, 2015, an undercover operator of the Bureau took the Bureau's 2008  
13 Toyota to Respondent Firestone Lincoln's facility. The vehicle's four TPMS seals, nuts,  
14 Schrader valves, and service caps had been replaced by the Bureau. The Bureau operator drove  
15 the vehicle to Respondent Firestone Lincoln's facility and requested an estimate for two rear tires,  
16 size P195/65R15. Respondent Firestone Lincoln's employee gave the operator an estimate in the  
17 amount of \$220.39 and provided a copy to the operator. The tires were installed, and the operator  
18 paid \$220.39 and received Firestone Complete Auto Care invoice [REDACTED]. Respondent  
19 Firestone Lincoln charged for replacement of two TPMS kits, but failed to replace and install the  
20 kits. The operator was charged \$21.05 for the two TPMS kits.

21 NINETY-FOURTH CAUSE FOR DISCIPLINE

22 (Untrue or Misleading Statements)

23 157. Respondent Firestone Lincoln is subject to disciplinary action pursuant to Code  
24 section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in  
25 the exercise of reasonable care should have known to be untrue or misleading, when it indicated  
26 on Firestone Complete Auto Care invoice [REDACTED] that two TPMS kits had been replaced when,  
27 in fact, they were not.

1 NINETY-FIFTH CAUSE FOR DISCIPLINE

2 (Fraud)

3 158. Respondent Firestone Lincoln is subject to disciplinary action pursuant to Code  
4 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's  
5 operator that it had replaced two TPMS kits on the Bureau's 2008 Toyota, when in fact, it had  
6 not.

7 NINETY-SIXTH CAUSE FOR DISCIPLINE

8 (Violation of Automotive Repair Act)

9 159. Respondent Firestone Lincoln is subject to disciplinary action pursuant to Code  
10 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
11 alleged above.

12 NINETY-SEVENTH CAUSE FOR DISCIPLINE

13 (Untrue or Misleading Statements or Records)

14 160. Respondent Firestone Lincoln is subject to disciplinary action pursuant to Code  
15 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

16 a. **3371:** Respondent Firestone Lincoln made a false or misleading statement when it  
17 advised the Bureau's operator that it had replaced two TPMS kits in the Bureau's 2008 Toyota,  
18 when in fact, it had not.

19 b. **3373:** Respondent Firestone Lincoln provided the Bureau's operator with an invoice  
20 that was false or misleading, in that it indicated that it had replaced two TPMS kits on the  
21 Bureau's 2008 Toyota, when in fact, it had not.

22 **RESPONDENT FIRESTONE ARCADIA**

23 161. On August 3, 2015, an undercover operator of the Bureau took the Bureau's 2007  
24 Dodge to Respondent Firestone Arcadia's facility. TPMS sensors and seals were installed by the  
25 Bureau on all four tires. The Bureau operator drove the vehicle to Respondent Firestone  
26 Arcadia's facility and requested an estimate for two rear tires. Respondent Firestone Arcadia's  
27 employee gave the operator an estimate in the amount of \$205.40 and provided a copy to the  
28 operator. The tires were installed, and the operator paid \$205.40 and received Firestone

1 Complete Auto Care invoice [REDACTED]. Respondent Firestone Arcadia charged for replacement of  
2 two lifetime rubber valves, but failed to replace and install them. The operator was charged \$6.54  
3 for the two lifetime rubber valves.

4 NINETY-EIGHTH CAUSE FOR DISCIPLINE

5 (Untrue or Misleading Statements)

6 162. Respondent Firestone Arcadia is subject to disciplinary action pursuant to Code  
7 section 9884.7, subdivision (a)(1), in that it made or authorized a statement which it knew or in  
8 the exercise of reasonable care should have known to be untrue or misleading, when it indicated  
9 on Firestone Complete Auto Care invoice [REDACTED] that two lifetime rubber valves had been  
10 replaced, when in fact, they were not.

11 NINETY-NINTH CAUSE FOR DISCIPLINE

12 (Fraud)

13 163. Respondent Firestone Arcadia is subject to disciplinary action pursuant to Code  
14 section 9884.7, subdivision (a)(4), in that it committed fraud when it represented to the Bureau's  
15 operator that it had replaced two lifetime rubber valves on the Bureau's 2007 Dodge, when in  
16 fact, it had not.

17 ONE HUNDREDTH CAUSE FOR DISCIPLINE

18 (Violation of Automotive Repair Act)

19 164. Respondent Firestone Arcadia is subject to disciplinary action pursuant to Code  
20 section 9884.7, subdivision (a)(6), in that it failed to comply with the Automotive Repair Act as  
21 alleged above.

22 ONE HUNDRED FIRST CAUSE FOR DISCIPLINE

23 (Untrue or Misleading Statements or Records)

24 165. Respondent Firestone Arcadia is subject to disciplinary action pursuant to Code  
25 section 9884.7, subdivision (a)(6), in that it failed to comply with the following regulations:

26 a. 3371: Respondent Firestone Arcadia made a false or misleading statement when it  
27 advised the Bureau's operator that it had replaced two lifetime rubber valves in the Bureau's 2007  
28 Dodge, when it fact, it had not.



- 1 • Automotive Repair Dealer Registration No. ARD 222531, Bridgestone/Firestone Americas  
2 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
3 Auto Care (Firestone Riverside);
- 4 • Automotive Repair Dealer Registration No. ARD 222581, Bridgestone/Firestone Americas  
5 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
6 Auto Care (Firestone San Mateo);
- 7 • Automotive Repair Dealer Registration No. ARD 222564, Bridgestone/Firestone Americas  
8 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
9 Auto Care (Firestone Hollywood);
- 10 • Automotive Repair Dealer Registration No. ARD 222558, Bridgestone/Firestone Americas  
11 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
12 Auto Care (Firestone West Los Angeles);
- 13 • Automotive Repair Dealer Registration No. ARD 222629, Bridgestone/Firestone Americas  
14 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
15 Auto Care (Firestone Vacaville);
- 16 • Automotive Repair Dealer Registration No. ARD 222537, Bridgestone/Firestone Americas  
17 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
18 Auto Care (Firestone San Bernardino);
- 19 • Automotive Repair Dealer Registration No. ARD 222594, Bridgestone/Firestone Americas  
20 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
21 Auto Care Firestone Fremont);
- 22 • Automotive Repair Dealer Registration No. ARD 222602, Bridgestone/Firestone Americas  
23 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
24 Auto Care (Firestone Concord);
- 25 • Automotive Repair Dealer Registration No. ARD 222530, Bridgestone/Firestone Americas  
26 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
27 Auto Care (Firestone San Diego, Convoy St.);

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- 1 • Automotive Repair Dealer Registration No. ARD 222619, Bridgestone/Firestone Americas  
2 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
3 Auto Care (Firestone Modesto);
- 4 • Automotive Repair Dealer Registration No. ARD 222632, Bridgestone/Firestone Americas  
5 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
6 Auto Care (Firestone Fresno, Blackstone Ave.);
- 7 • Automotive Repair Dealer Registration No. ARD 222635, Bridgestone/Firestone Americas  
8 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
9 Auto Care (Firestone Fairfield);
- 10 • Automotive Repair Dealer Registration No. ARD 222631, Bridgestone/Firestone Americas  
11 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
12 Auto Care (Firestone Clovis);
- 13 • Automotive Repair Dealer Registration No. ARD 222620, Bridgestone/Firestone Americas  
14 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
15 Auto Care (Firestone Stockton);
- 16 • Automotive Repair Dealer Registration No. ARD 222621, Bridgestone/Firestone Americas  
17 Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete  
18 Auto Care (Firestone Arcadia);

19  
20 2. Revoking or suspending Station License Number RC 222601, issued to Firestone Tire  
21 & Service Center, John T. Lampe, owner;

22 3. Ordering Bridgestone/Fire. Amer. Hold. Inc. – Member Bridgestone Retail  
23 Operations LLC, DBA Firestone Complete Auto Care, Firestone Tire & Service Center,  
24 Bridgestone/Firestone Americas Holding, Inc. – Member Bridgestone Retail Operations LLC,  
25 DBA Firestone Complete Auto Care, and John T. Lampe to pay the Bureau of Automotive Repair  
26 the reasonable costs of the investigation and enforcement of this case, pursuant to Business and  
27 Professions Code section 125.3;

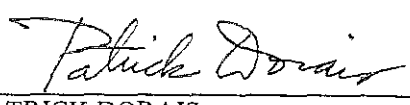
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4. Taking such other and further action as deemed necessary and proper.

DATED: December 7, 2015



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

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