

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

11 In the Matter of the Accusation Against:
12 **BRIDGESTONE/FIRE. AMER. HOLD.**
13 **INC. – MEMBER BRIDGESTONE**
14 **RETAIL OPERATIONS LLC, DBA**
15 **FIRESTONE COMPLETE AUTO CARE,**
16 **JOHN T. LAMPE, PRESIDENT**
17 **715 La Playa Drive**
18 **Hayward, CA 94545**

19 **Automotive Repair Dealer Registration No.**
20 **ARD 222601**
21 **Smog Station License No. RC 222601**

22 Respondent.

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

ACCUSATION

Complainant alleges:

PARTIES

1. Patrick Dorais (Complainant) brings this Accusation solely in his official capacity as the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs.
2. On or about November 20, 2002, the Bureau of Automotive Repair issued Automotive Repair Dealer Registration Number ARD 222601 to Bridgestone/Fire. Amer. Hold. Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care, John T. Lampe, President (Respondent). The Automotive Repair Dealer Registration was in full force and

1 effect at all times relevant to the charges brought herein and will expire on July 31, 2015, unless
2 renewed.

3 3. On or about December 10, 2002, the Bureau of Automotive Repair issued Smog
4 Station License Number RC 222601 to Respondent. The Smog Station License was in full force
5 and effect at all times relevant to the charges brought herein and will expire on July 31, 2015,
6 unless renewed.

7 JURISDICTION

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

11 STATUTORY AND REGULATORY PROVISIONS

12 5. Section 9884.7 of the Code states:

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

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

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

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

25 (4) Any other conduct which constitutes fraud.

26 (5) Conduct constituting gross negligence.

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

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

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

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

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

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

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

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

23 6. Section 9884.8 of the Code states:

24 "All work done by an automotive repair dealer, including all warranty work, shall be
25 recorded on an invoice and shall describe all service work done and parts supplied. Service work
26 and parts shall be listed separately on the invoice, which shall also state separately the subtotal
27 prices for service work and for parts, not including sales tax, and shall state separately the sales
28 tax, if any, applicable to each. If any used, rebuilt, or reconditioned parts are supplied, the invoice

1 shall clearly state that fact. If a part of a component system is composed of new and used, rebuilt
2 or reconditioned parts, that invoice shall clearly state that fact. The invoice shall include a
3 statement indicating whether any crash parts are original equipment manufacturer crash parts or
4 nonoriginal equipment manufacturer aftermarket crash parts. One copy of the invoice shall be
5 given to the customer and one copy shall be retained by the automotive repair dealer."

6 7. Section 9884.9 of the Code states:

7 "(a) The automotive repair dealer shall give to the customer a written estimated price for
8 labor and parts necessary for a specific job. No work shall be done and no charges shall accrue
9 before authorization to proceed is obtained from the customer. No charge shall be made for work
10 done or parts supplied in excess of the estimated price without the oral or written consent of the
11 customer that shall be obtained at some time after it is determined that the estimated price is
12 insufficient and before the work not estimated is done or the parts not estimated are supplied.

13 Written consent or authorization for an increase in the original estimated price may be provided by
14 electronic mail or facsimile transmission from the customer. The bureau may specify in regulation
15 the procedures to be followed by an automotive repair dealer if an authorization or consent for an
16 increase in the original estimated price is provided by electronic mail or facsimile transmission. If
17 that consent is oral, the dealer shall make a notation on the work order of the date, time, name of
18 person authorizing the additional repairs and telephone number called, if any, together with a
19 specification of the additional parts and labor and the total additional cost, and shall do either of
20 the following:

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

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

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

27 _____
28 (signature or initials)"

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

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

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

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

23 8. California Code of Regulations, title 16, section 3353, states:

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

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

28

1 "(b) Estimate for Auto Body or Collision Repairs. Every dealer, when doing auto body or
2 collision repairs, shall give to each customer a written estimated price for parts and labor for a
3 specific job. Parts and labor shall be described separately and each part shall be identified,
4 indicating whether the replacement part is new, used, rebuilt or reconditioned. The estimate shall
5 also describe replacement crash parts as original equipment manufacturer (OEM) crash parts or
6 non-OEM aftermarket crash parts.

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

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

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

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

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

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

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

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

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

26 "(f) Unusual Circumstances; Authorization Required. When the customer is unable to
27 deliver the motor vehicle to the dealer during business hours or if the motor vehicle is towed to the
28 dealer without the customer during business hours, and the customer has requested the dealer to

1 take possession of the motor vehicle for the purpose of repairing or estimating the cost of repairing
2 the motor vehicle, the dealer shall not undertake the diagnosing or repairing of any malfunction of
3 the motor vehicle for compensation unless such dealer has complied with all of the following
4 conditions:

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

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

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

12 "Any charge for parts or labor in excess of the original written estimated price must be
13 separately authorized by the customer and documented by the dealer, as provided in Section
14 9884.9 of the Business and Professions Code.

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

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

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

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

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

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

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

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

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

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

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

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

14 "(d) The automotive repair dealer shall give the customer a legible copy of the invoice and
15 shall retain a legible copy as part of the automotive repair dealer's records pursuant to Section
16 9884.11 of the Business and Professions Code and Section 3358 of this article."

17 10. California Code of Regulations, title 16, section 3371, states:

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

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

24 "(b) Telephone Number. If a telephone number appears in an advertisement or on an
25 advertising sign, this number shall be the same number as that listed for the dealer's firm name and
26 address in the telephone directory, or in the telephone company records if such number is assigned
27 to the dealer subsequent to the publication of such telephone directory."
28

1 11. California Code of Regulations, title 16, section 3373, states:

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

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

10 COST RECOVERY

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

17 AUDIT RUN #1: 1994 TOYOTA

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

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1 FIRST CAUSE FOR DISCIPLINE

2 (Untrue or Misleading Statements)

3 15. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
4 subdivision (a)(1), in that Respondent 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 1994 Toyota required an LPFET for an additional \$70.00.

7 SECOND CAUSE FOR DISCIPLINE

8 (Violation of Regulations)

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

11 a. **3371**: Respondent made a false or misleading statement when it advised the Bureau's
12 operator that the 1994 Toyota required an LPFET for an additional \$70.00.

13 AUDIT RUN #2: 1996 HONDA

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

24 THIRD CAUSE FOR DISCIPLINE

25 (Untrue or Misleading Statements)

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

1 Bureau's operator that the 1996 Honda needed a Prime Well tire package, a lifetime wheel
2 alignment, fuel system cleaning, cooling system service with new antifreeze and a transmission
3 fluid exchange.

4 FOURTH CAUSE FOR DISCIPLINE

5 (Violation of Regulations)

6 19. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
7 subdivision (a)(6), in that Respondent failed to comply with the following regulations

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

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

15 FIFTH CAUSE FOR DISCIPLINE

16 (Fraud)

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

21 SIXTH CAUSE FOR DISCIPLINE

22 (Violation of Automotive Repair Act)

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

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DOCUMENTED UNDERCOVER RUN #1: 2004 TOYOTA

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2 22. On December 17, 2013, an undercover Bureau operator took a 2004 Toyota to
3 Respondent's facility, and reported that she heard a noise when driving the vehicle. The vehicle's
4 front disc brake pads had been machined down by a Bureau employee to below .039 of an inch,
5 and were in need of replacement. No other repairs were indicated. The operator and
6 Respondent's employee road tested the vehicle and the noise was audible. The operator left the
7 vehicle at the facility. Later that afternoon, a representative from Respondent's facility called the
8 operator and informed her that the front brake pads were completely gone and needed to be
9 replaced, and that the front brake calipers needed to be replaced, at a cost of \$582.94 (with a
10 \$50.00 discount which reduced the estimate to \$532.94). The representative also informed the
11 operator that the left front axle shaft was leaking and needed to be replaced for \$579.00, and that
12 the rack & pinion was leaking and needed to be replaced for \$1,300.00 (labor only). Lastly, the
13 representative advised the operator that the vehicle needed a general preventative maintenance
14 measure, which included a front end alignment at a cost of \$90.00 for standard alignment, or
15 \$150.00 for a lifetime alignment. The operator advised Respondent's representative that she
16 would have to check with her husband regarding the recommended repairs and call back. Another
17 Bureau employee called Respondent's facility on the evening of December 17, 2013, and
18 represented himself as the operator's husband. Respondent's representative advised that the
19 vehicle needed front brake pads and calipers, the left front drive axle, the rack & pinion assembly,
20 air filter, cabin filter and front end alignment. The estimate for all of the repairs was \$2,780.00.
21 The Bureau representative declined the extra repairs and requested that only the front brakes be
22 repaired. Respondent's representative advised that work would cost \$534.00. On December 18,
23 2013, the operator returned to Respondent's facility to pick up the vehicle. She paid \$565.00 and
24 was provided with invoice [REDACTED] which reflected that amount. The operator was also provided
25 with an additional work order [REDACTED] for "Recommended Services Not Authorized by
26 Customer" in the amount of \$2,246.85.

27 23. Although the only work that was necessary was replacement of the front brake pads,
28 Respondent also needlessly replaced the front brake calipers and flushed the brake system.

1 Respondent performed and charged the operator \$425.11 for parts and labor that were not
2 necessary.

3 SEVENTH CAUSE FOR DISCIPLINE

4 (Untrue or Misleading Statements)

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

10 EIGHTH CAUSE FOR DISCIPLINE

11 (Violation of Regulations)

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

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

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

20 NINTH CAUSE FOR DISCIPLINE

21 (Fraud)

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

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1 TENTH CAUSE FOR DISCIPLINE

2 (Violation of Automotive Repair Act)

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

6 DOCUMENTED UNDERCOVER RUN #2: 2001 CHEVROLET

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

27 29. Although the only work that was necessary was replacement of the throttle position
28 sensor, Respondent also needlessly replaced the throttle body, spark plugs, spark plug wires, and

1 fuel filter, and performed a fuel system cleaning. Respondent performed and charged the operator
2 \$655.92 for parts and labor that were not necessary.

3 ELEVENTH CAUSE FOR DISCIPLINE

4 (Untrue or Misleading Statements)

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

11 TWELFTH CAUSE FOR DISCIPLINE

12 (Violation of Regulations)

13 31. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
14 subdivision (a)(6), in that Respondent failed to comply with the following regulations:

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

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

23 THIRTEENTH CAUSE FOR DISCIPLINE

24 (Fraud)

25 32. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
26 subdivision (a)(4), in that Respondent committed fraud when it represented the necessity for
27 replacement of the fuel filter, spark plugs and spark plug wires, cleaning of the fuel system
28

1 (including the throttle body and intake system, fuel lines and fuel injectors), and a cooling system
2 service.

3 FOURTEENTH CAUSE FOR DISCIPLINE

4 (Violation of Automotive Repair Act)

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

8 DOCUMENTED UNDERCOVER RUN #3: 2000 HONDA

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

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

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

23 FIFTEENTH CAUSE FOR DISCIPLINE

24 (Untrue or Misleading Statements)

25 36. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
26 subdivision (a)(1), in that Respondent made or authorized statements which it knew or in the
27 exercise of reasonable care should have known to be untrue or misleading, when it advised the
28 Bureau's operator that on the 2000 Honda all of the fuel injectors should be replaced, that the

1 brake, transmission, fuel and coolant systems were in need of service, and that the fuel system
2 needed to be cleaned.

3 SIXTEENTH CAUSE FOR DISCIPLINE

4 (Violation of Regulations)

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

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

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

15 SEVENTEENTH CAUSE FOR DISCIPLINE

16 (Fraud)

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

21 EIGHTEENTH CAUSE FOR DISCIPLINE

22 (Violation of Automotive Repair Act)

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

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28 ///

1 PRAYER

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

4 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
5 222601, issued to Bridgestone/Fire. Amer. Hold. Inc. – Member Bridgestone Retail Operations
6 LLC, DBA Firestone Complete Auto Care, John T. Lampe, President;

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

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

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

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15
16
17 DATED: April 7, 2015



18 PATRICK DORAIS
19 Chief
20 Bureau of Automotive Repair
21 Department of Consumer Affairs
22 State of California
23 *Complainant*

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