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7
8 **BEFORE THE**
9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**

12 In the Matter of the First Amended Accusation
Against:

Case No. 79/15-103

13 **BRIDGESTONE/FIRE. AMER. HOLD.**
14 **INC. – MEMBER BRIDGESTONE**
15 **RETAIL OPERATIONS LLC, DBA**
16 **FIRESTONE COMPLETE AUTO CARE,**
17 **JOHN T. LAMPE, PRESIDENT**
18 **715 La Playa Drive**
Hayward, CA 94545
19 **Bridgestone Tax Dept., 535 Marriott Drive,**
20 **Nashville, TN 37214 (mailing address)**
21 **Automotive Repair Dealer Registration No.**
22 **ARD 222601**
23 **Smog Station License No. RC 222601**

OAH No. 2015041159

FIRST AMENDED ACCUSATION

24 **BRIDGESTONE/FIRESTONE**
25 **AMERICAS HOLDING, INC. – MEMBER**
26 **BRIDGESTONE RETAIL OPERATIONS**
27 **LLC, DBA FIRESTONE COMPLETE**
28 **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

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

5 **BRIDGESTONE/FIRESTONE**
6 **AMERICAS HOLDING, INC. – MEMBER**
7 **BRIDGESTONE RETAIL OPERATIONS**
8 **LLC, DBA FIRESTONE COMPLETE**
9 **AUTO CARE**
10 **4330 W. Shaw Ave.**

11 **Fresno, CA 93722**
12 **Bridgestone Tax Dept., 535 Marriott Drive,**
13 **Nashville, TN 37214 (mailing address)**
14 **Automotive Repair Dealer Registration No.**
15 **ARD 222633**

16 **BRIDGESTONE/FIRESTONE**
17 **AMERICAS HOLDING, INC. – MEMBER**
18 **BRIDGESTONE RETAIL OPERATIONS**
19 **LLC, DBA FIRESTONE COMPLETE**
20 **AUTO CARE**
21 **10407 Folsom Blvd.**

22 **Rancho Cordova, CA 95670**
23 **Bridgestone Tax Dept., 535 Marriott Drive,**
24 **Nashville, TN 37214 (mailing address)**
25 **Automotive Repair Dealer Registration No.**
26 **ARD 222613**

27 **BRIDGESTONE/FIRESTONE**
28 **AMERICAS HOLDING, INC. – MEMBER**
29 **BRIDGESTONE RETAIL OPERATIONS**
30 **LLC, DBA FIRESTONE COMPLETE**
31 **AUTO CARE**
32 **1895 Tully Road**

33 **San Jose, CA 95122**
34 **Bridgestone Tax Dept., 535 Marriott Drive,**
35 **Nashville, TN 37214 (mailing address)**
36 **Automotive Repair Dealer Registration No.**
37 **ARD 222587**

38 **BRIDGESTONE/FIRESTONE**
39 **AMERICAS HOLDING, INC. – MEMBER**
40 **BRIDGESTONE RETAIL OPERATIONS**
41 **LLC, DBA FIRESTONE COMPLETE**
42 **AUTO CARE**
43 **4199 Market Street**

44 **Riverside, CA 92501**
45 **Bridgestone Tax Dept., 535 Marriott Drive,**
46 **Nashville, TN 37214 (mailing address)**
47 **Automotive Repair Dealer Registration No.**
48 **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 **BRIDGESTONE/FIRESTONE**
13 **AMERICAS HOLDING, INC. – MEMBER**
14 **BRIDGESTONE RETAIL OPERATIONS**
15 **LLC, DBA FIRESTONE COMPLETE**
16 **AUTO CARE**
17 **1410 Highland Ave.**
18 **Hollywood, CA 90028**
19 **Bridgestone Tax Dept., 535 Marriott Drive,**
20 **Nashville, TN 37214 (mailing address)**
21 **Automotive Repair Dealer Registration No.**
22 **ARD 222564**

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

33 **BRIDGESTONE/FIRESTONE**
34 **AMERICAS HOLDING, INC. – MEMBER**
35 **BRIDGESTONE RETAIL OPERATIONS**
36 **LLC, DBA FIRESTONE COMPLETE**
37 **AUTO CARE**
38 **790 Clovis Avenue**
39 **Clovis, CA 93612**
40 **Bridgestone Tax Dept., 535 Marriott Drive,**
41 **Nashville, TN 37214 (mailing address)**
42 **Automotive Repair Dealer Registration No.**
43 **ARD 222631**

44 **BRIDGESTONE/FIRESTONE**
45 **AMERICAS HOLDING, INC. – MEMBER**
46 **BRIDGESTONE RETAIL OPERATIONS**
47 **LLC, DBA FIRESTONE COMPLETE**
48 **AUTO CARE**
49 **720 East Hammer Lane, Unit 1**
50 **Stockton, CA 95210**
51 **Automotive Repair Dealer Registration No.**
52 **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**

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

23 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.
28

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.

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 **RESPONDENT FIRESTONE SAN DIEGO, REAGAN ROAD**

2 61. On July 31, 2015, an undercover operator of the Bureau took the Bureau's 2007
3 Dodge to Respondent Firestone San Diego, Reagan Road's facility. The vehicle's four tire
4 pressure monitor system (TPMS) sensors¹ had been removed, inspected, and reinstalled by the
5 Bureau. Each TPMS sensor consists of a sensor, a metal washer, a rubber grommet, a nut, a
6 Schrader valve, and a valve cap. The Bureau operator drove the vehicle to Respondent Firestone
7 San Diego, Reagan Road's facility and requested an estimate for two front tires, size P225/60R18.
8 Respondent Firestone San Diego, Reagan Road's employee gave the operator an estimate in the
9 amount of \$311.78 and provided a copy to the operator. The tires were installed, and the operator
10 paid \$311.78 and received Firestone Complete Auto Care invoice [REDACTED]. Respondent
11 Firestone San Diego, Reagan Road charged for replacement of two rubber valve stems, but failed
12 to replace and install them. The operator was charged \$6.48 for the two rubber valve stems.

13 **NINETEENTH CAUSE FOR DISCIPLINE**

14 (Untrue or Misleading Statements)

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

20 **TWENTIETH CAUSE FOR DISCIPLINE**

21 (Fraud)

22 63. Respondent Firestone San Diego, Reagan Road is subject to disciplinary action
23 pursuant to Code section 9884.7, subdivision (a)(4), in that it committed fraud when it
24 represented to the Bureau's operator that it had replaced two rubber valve stems on the Bureau's
25 2007 Dodge, when in fact, it had not.

26
27 ¹ Tire pressure monitoring systems provide information about tire pressure to the vehicle
28 operator with a warning indicator on the dash if a tire's pressure drops or rises significantly.

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 [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.

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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 in 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.

RESPONDENT FIRESTONE FRESNO, SHAW AVE.

71. On June 9, 2015, an undercover operator of the Bureau took the Bureau's 2007 Nissan to Respondent Firestone Fresno, Shaw Ave.'s facility. The vehicle's four TPMS sensors, TPMS seals, nuts, Schrader valves, and service caps had been replaced by the Bureau. The Bureau operator drove the vehicle to Respondent Firestone Fresno, Shaw Ave.'s facility and requested an estimate for two front tires, size 245/45R18. Respondent Firestone Fresno, Shaw Ave.'s employee gave the operator an estimate in the amount of \$405.33 and provided a copy to the operator. The tires were installed, and the operator paid \$405.33 and received Firestone Complete Auto Care invoice [REDACTED]. Respondent Firestone Fresno, Shaw Ave. charged for replacement of two TPMS kits, but replaced only one of them. The operator was charged \$10.57 for the TPMS kit that was not replaced.

TWENTY-SEVENTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

72. Respondent Firestone Fresno, Shaw 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, only one was replaced.

TWENTY-EIGHTH CAUSE FOR DISCIPLINE

(Fraud)

73. Respondent Firestone Fresno, Shaw 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 2007 Nissan, when in fact, it had only replaced one.

TWENTY-NINTH CAUSE FOR DISCIPLINE

(Violation of Automotive Repair Act)

74. Respondent Firestone Fresno, Shaw 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

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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1 FORTY-THIRD CAUSE FOR DISCIPLINE

2 (Untrue or Misleading Statements)

3 92. Respondent Firestone San Mateo 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 a rubber valve stem had been replaced
7 when, in fact, it was not.

8 FORTY-FOURTH CAUSE FOR DISCIPLINE

9 (Fraud)

10 93. Respondent Firestone San Mateo 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 a rubber valve stem on the Bureau's 2007 Nissan, when in fact, it
13 had not.

14 FORTY-FIFTH CAUSE FOR DISCIPLINE

15 (Violation of Automotive Repair Act)

16 94. Respondent Firestone San Mateo 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 FORTY-SIXTH CAUSE FOR DISCIPLINE

20 (Untrue or Misleading Statements or Records)

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

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

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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] 1. 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 it fact, it had not.

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

RESPONDENT FIRESTONE VACAVILLE

106. On July 31, 2015, an undercover operator of the Bureau took the Bureau's 2007 Dodge to Respondent Firestone Vacaville's facility. The vehicle's four tire pressure monitor system (TPMS) sensors had been replaced by the Bureau. The Bureau operator drove the vehicle to Respondent Firestone Vacaville's facility and requested an estimate for two tires. Respondent Firestone Vacaville's employee gave the operator an estimate in the amount of \$352.58 and provided a copy to the operator. The tires were installed, and the operator paid \$352.58 and received Firestone Complete Auto Care invoice [REDACTED]. Respondent Firestone Vacaville charged for replacement of two rubber valves, but failed to replace and install them. The operator was charged \$6.47 for the two rubber valve stems.

FIFTY-FIFTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

107. Respondent Firestone Vacaville 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 rubber valves had been replaced, when in fact, they were not.

FIFTY-SIXTH CAUSE FOR DISCIPLINE

(Fraud)

108. Respondent Firestone Vacaville 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 rubber valves on the Bureau's 2007 Dodge, when in fact, it had not.

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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 it 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.

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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 it 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 [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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1 SEVENTY-EIGHTH CAUSE FOR DISCIPLINE

2 (Untrue or Misleading Statements)

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

8 SEVENTY-NINTH CAUSE FOR DISCIPLINE

9 (Fraud)

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

14 EIGHTIETH CAUSE FOR DISCIPLINE

15 (Violation of Automotive Repair Act)

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

19 EIGHTY-FIRST CAUSE FOR DISCIPLINE

20 (Untrue or Misleading Statements or Records)

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

24 a. 3371: Respondent Firestone Fresno, Blackstone Ave. made a false or misleading
25 statement when it advised the Bureau's operator that it had replaced two TPMS kits in the
26 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 (b) (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 (b) (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 it 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 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 it 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.

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

PRAYER

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

1. Revoking or Suspending Automotive Repair Dealer Registration Numbers:

- ARD 222601, Issued to Bridgestone/Fire. Amer. Hold. Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care, John T. Lampe, President (Firestone Hayward);
- Automotive Repair Dealer Registration No. ARD 222541, Bridgestone/Firestone Americas Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care (Firestone San Diego, Reagan Road);
- Automotive Repair Dealer Registration No. ARD 222539, Bridgestone/Firestone Americas Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care (Firestone Upland);
- Automotive Repair Dealer Registration No. ARD 222633, Bridgestone/Firestone Americas Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care (Firestone Fresno, Shaw Ave.);
- Automotive Repair Dealer Registration No. ARD 222613, Bridgestone/Firestone Americas Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care (Firestone Rancho Cordova);
- Automotive Repair Dealer Registration No. ARD 222587, Bridgestone/Firestone Americas Holding, Inc. – Member Bridgestone Retail Operations LLC, DBA Firestone Complete Auto Care (Firestone San Jose);

- 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);

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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

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

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