

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

In the Matter of Accusation Against:

**JESUS B. OCHOA, Member**

**QUALITY MOTORS LLC**

2620 Santa Rosa Avenue

Santa Rosa, CA 95407

Automotive Repair Dealer Registration No.

ARD 230342

Case No. 77/13-23

Respondent.

**DECISION**

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

This Decision shall become effective

4/4/13

DATED: March 15, 2013

  
\_\_\_\_\_  
DONALD CHANG  
Assistant Chief Counsel  
Department of Consumer Affairs

1 KAMALA D. HARRIS  
Attorney General of California  
2 DIANN SOKOLOFF  
Supervising Deputy Attorney General  
3 KIM M. SETTLES  
Deputy Attorney General  
4 State Bar No. 116945  
1515 Clay Street, 20th Floor  
5 P.O. Box 70550  
Oakland, CA 94612-0550  
6 Telephone: (510) 622-2138  
Facsimile: (510) 622-2270  
7 *Attorneys for Complainant*

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

11 In the Matter of the Accusation Against:  
12 **JESUS B. OCHOA, Member**  
13 **QUALITY MOTORS LLC**  
14 **2620 Santa Rosa Avenue**  
15 **Santa Rosa, CA 95407**  
16 **Automotive Repair Dealer Registration No.**  
17 **ARD 230342**  
  
Respondent.

Case No. 77/13-23

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

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

20 **PARTIES**

21 1. John Wallauch (Complainant) is the Chief of the Bureau of Automotive Repair. He  
22 brought this action solely in his official capacity and is represented in this matter by Kamala D.  
23 Harris, Attorney General of the State of California, by Kim M. Settles, Deputy Attorney General.

24 2. Respondent Jesus B. Ochoa (Respondent) is represented in this proceeding by  
25 attorney Karen M. Hendrickson, whose address is: McLaughlin & Hendrickson, 121 North Main  
26 Street, Sebastopol, California 95472.

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1 **LICENSE HISTORY**

2 3. In or about 2003, the Bureau of Automotive Repair issued Automotive Repair Dealer  
3 Registration No. ARD 230342 to Jesus B. Ochoa, Member, Quality Motors LLC (Respondent).  
4 The Automotive Repair Dealer Registration was in full force and effect at all times relevant to the  
5 charges brought in Accusation No. 77/13-23 and will expire on October 31, 2013, unless  
6 renewed.

7 **JURISDICTION**

8 4. Accusation No. 77/13-23 was filed before the Director of Consumer Affairs  
9 (Director), for the Bureau of Automotive Repair (Bureau), and is currently pending against  
10 Respondent. The Accusation and all other statutorily required documents were properly served  
11 on Respondent on December 11, 2012. Respondent timely filed its Notice of Defense contesting  
12 the Accusation.

13 5. A copy of Accusation No. 77/13-23 is attached as exhibit A and incorporated herein  
14 by reference.

15 **ADVISEMENT AND WAIVERS**

16 6. Respondent has carefully read, fully discussed with counsel, and understands the  
17 charges and allegations in Accusation No. 77/13-23. Respondent has also carefully read, fully  
18 discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary  
19 Order.

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

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

1 CULPABILITY

2 9. Respondent admits the truth of each and every charge and allegation in Accusation  
3 No. 77/13-23.

4 10. Respondent agrees that his Automotive Repair Dealer Registration is subject to  
5 discipline and he agrees to be bound by the Director's probationary terms as set forth in the  
6 Disciplinary Order below.

7 CONTINGENCY

8 11. This stipulation shall be subject to approval by the Director of Consumer Affairs or  
9 his designee. Respondent understands and agrees that counsel for Complainant and the staff of  
10 the Bureau of Automotive Repair may communicate directly with the Director and staff of the  
11 Department of Consumer Affairs regarding this stipulation and settlement, without notice to or  
12 participation by Respondent or his counsel. By signing the stipulation, Respondent understands  
13 and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the  
14 time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the  
15 Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or  
16 effect, except for this paragraph, it shall be inadmissible in any legal action between the parties,  
17 and the Director shall not be disqualified from further action by having considered this matter.

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

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



1 probation, the Director of Consumer Affairs shall have continuing jurisdiction over this matter  
2 until the final decision on the accusation, and the period of probation shall be extended until such  
3 decision.

4 8. **Violation of Probation.** Should the Director of Consumer Affairs determine that  
5 Respondent has failed to comply with the terms and conditions of probation, the Department may,  
6 after giving notice and opportunity to be heard, suspend or revoke Respondent's Automotive  
7 Repair Dealer Registration No. ARD 230342.

8 9. **Cost Recovery.** Payment to the Bureau of the full amount of cost recovery in the  
9 amount of \$17,891.00. The costs shall be payable in twenty-four (24) equal installments, with the  
10 final payment due twelve (12) months before probation terminates. Failure to complete payment  
11 of cost recovery within this time frame shall constitute a violation of probation which may subject  
12 Respondent's ARD Registration to outright revocation; however, the Director or the Director's  
13 Bureau of Automotive Repair designee may elect to continue probation until such time as  
14 reimbursement of the entire cost recovery amount has been made to the Bureau.

15 **ACCEPTANCE**

16 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
17 discussed it with my attorney, Karen M. Hendrickson. I understand the stipulation and the effect  
18 it will have on my Automotive Repair Dealer Registration. I enter into this Stipulated Settlement  
19 and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the  
20 Decision and Order of the Director of Consumer Affairs.

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

JESUS B. OCHOA, Member  
QUALITY MOTORS LLC  
Respondent

24 I have read and fully discussed with Respondent Jesus B. Ochoa the terms and conditions  
25 and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve  
26 its form and content.

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

Karen M. Hendrickson  
Attorney for Respondent

1 probation, the Director of Consumer Affairs shall have continuing jurisdiction over this matter  
2 until the final decision on the accusation, and the period of probation shall be extended until such  
3 decision.

4 8. **Violation of Probation.** Should the Director of Consumer Affairs determine that  
5 Respondent has failed to comply with the terms and conditions of probation, the Department may,  
6 after giving notice and opportunity to be heard, suspend or revoke Respondent's Automotive  
7 Repair Dealer Registration No. ARD 230342.

8 9. **Cost Recovery.** Payment to the Bureau of the full amount of cost recovery in the  
9 amount of \$17,891.00. The costs shall be payable in twenty-four (24) equal installments, with the  
10 final payment due twelve (12) months before probation terminates. Failure to complete payment  
11 of cost recovery within this time frame shall constitute a violation of probation which may subject  
12 Respondent's ARD Registration to outright revocation; however, the Director or the Director's  
13 Bureau of Automotive Repair designee may elect to continue probation until such time as  
14 reimbursement of the entire cost recovery amount has been made to the Bureau.

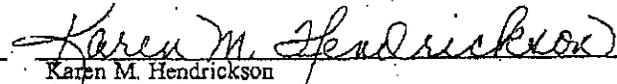
15 **ACCEPTANCE**

16 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
17 discussed it with my attorney, Karen M. Hendrickson. I understand the stipulation and the effect  
18 it will have on my Automotive Repair Dealer Registration. I enter into this Stipulated Settlement  
19 and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the  
20 Decision and Order of the Director of Consumer Affairs.

21 DATED: 2/18/13 

22 JESUS B. OCHOA, Member  
23 QUALITY MOTORS LLC  
Respondent

24 I have read and fully discussed with Respondent Jesus B. Ochoa the terms and conditions  
25 and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve  
26 its form and content.

27 DATED: 2/18/13 

28 Karen M. Hendrickson  
Attorney for Respondent

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**ENDORSEMENT**

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

Dated: 2/20/12

Respectfully submitted,  
KAMALA D. HARRIS  
Attorney General of California  
DIANN SOKOLOFF  
Supervising Deputy Attorney General

*Kim M. Settles*  
KIM M. SETTLES  
Deputy Attorney General  
*Attorneys for Complainant*

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**Exhibit A**

**Accusation No. 77/13-23**

1 KAMALA D. HARRIS  
Attorney General of California  
2 DIANN SOKOLOFF  
Supervising Deputy Attorney General  
3 KIM M. SETTLES  
Deputy Attorney General  
4 State Bar No. 116945  
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5 P.O. Box 70550  
Oakland, CA 94612-0550  
6 Telephone: (510) 622-2138  
Facsimile: (510) 622-2270  
7 *Attorneys for Complainant*

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9 **DEPARTMENT OF CONSUMER AFFAIRS**  
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13 **QUALITY MOTORS LLC**  
14 **2620 Santa Rosa Avenue**  
**Santa Rosa, CA 95407**  
15 **Automotive Repair Dealer Registration No.**  
**ARD 230342**  
16  
17 Respondent.

Case No. **77/13-23**  
**ACCUSATION**

18 Complainant alleges:

19 **PARTIES**

- 20 1. John Wallauch (Complainant) brings this Accusation solely in his official capacity as  
21 the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs.
- 22 2. In or about 2003, the Bureau of Automotive Repair issued Automotive Repair Dealer  
23 Registration Number ARD 230342 to Jesus B. Ochoa, Member, Quality Motors LLC  
24 (Respondent). The Automotive Repair Dealer Registration was in full force and effect at all  
25 times relevant to the charges brought in this Accusation and will expire on October 31, 2012,  
26 unless renewed.

1 **JURISDICTION**

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

5 4. Business and Professions Code ("Code") section 9887 provides that the Director may  
6 revoke an automotive repair dealer registration.

7 5. Code section 9884.13 provides, in pertinent part, that the expiration of a valid  
8 registration shall not deprive the Director of jurisdiction to proceed with a disciplinary proceeding  
9 against an automotive repair dealer or to render a decision temporarily or permanently  
10 invalidating (suspending or revoking) a registration.

11 **STATUTORY/REGULATORY PROVISIONS**

12 6. Section 9884.9, subdivision (a) states:

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

27 (1) Make a notation on the invoice of the same facts set forth in the notation on the work  
28 order.

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

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

5 \_\_\_\_\_  
6 (signature or initials)

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

9 ...

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

17 7. Section 9884.8 of the Code states, in pertinent part:

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

28

1           8.    Section 9884.7 of the Code states, in pertinent part:

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

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

10           ...

11           (4) Any other conduct that constitutes fraud.

12           ...

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

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

18           9.    California Code of Regulations, title 16, section 3353, states:

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

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

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

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

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

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

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

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

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

18           12. California Code of Regulations, title 16, section 3365, subdivision (a), states:

19           "The accepted trade standards for good and workmanlike auto body and frame repairs  
20 shall include, but not be limited to, the following:

21           (a) Repair procedures including but not limited to the sectioning of component parts,  
22 shall be performed in accordance with OEM service specifications or nationally distributed and  
23 periodically updated service specifications that are generally accepted by the autobody repair  
24 industry.

25           ...

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

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

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**COST RECOVERY**

13. Business and Professions Code section 125.3 provides that the Bureau may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

**2005 SAAB**

14. On or about January 27, 2010, Wilhelmine G.'s<sup>1</sup> 2005 Saab was involved in a front end collision. On or about February 11, 2010, the Saab was taken to Respondent's facility, located at 2620 Santa Rosa Avenue, in Santa Rosa, California. A representative from State Farm Insurance inspected the vehicle at Respondent's facility and estimated the repair cost at \$6,007.02. A check was issued by State Farm Insurance to Wilhelmine G. for the repair cost less the \$500.00 deductible. Respondent offered to perform the repairs and Wilhelmine G.'s daughter, Chantel G. agreed to Respondent's offer. Respondent did not provide Chantel G. with a written estimate. Wilhelmine G. paid Respondent a total of \$5,507.02 to repair the Saab. Respondent did not provide Chantel G. with an invoice when she picked up the Saab from Respondent's facility.

On December 24, 2010, the Saab was involved in a second collision. The Saab was towed to Zappellis Body Shop, located at 4914 Sonoma Highway, Santa Rosa, California. Upon inspection of the new collision damage, Zappellis discovered issues related to the repairs performed by Respondent from the January 27, 2010 collision. A representative from State Farm Insurance re-inspected the Saab and determined that Respondent did not repair the Saab pursuant to the written estimate prepared by the State Farm Insurance representative.

**FIRST CAUSE FOR DISCIPLINE**

**(Failure to Obtain Authorization)**

15. Respondent's automotive repair dealer registration is subject to disciplinary action under Code section 9884.9, subdivision (a), as defined in California Code of Regulations, title 16,

<sup>1</sup> Consumer's name will be provided pursuant to a request for discovery.

1 section 3353, subdivision (a), in that Respondent failed to provide a written estimate and obtain  
2 authorization from a customer prior to commencing repairs.

3 **SECOND CAUSE FOR DISCIPLINE**

4 **(Failure to Provide Invoice)**

5 16. Respondent's automotive repair dealer registration is subject to disciplinary action  
6 under Code section 9884.8, in that Respondent failed to provide an invoice to a customer.

7 **THIRD CAUSE FOR DISCIPLINE**

8 **(Willful Departure from Trade Standards)**

9 17. Respondent's automotive repair dealer registration is subject to disciplinary action  
10 under Code section 9884.7, in that Respondent willfully departed from accepted trade standards  
11 for good and workmanlike repair of the 2005 Saab, as defined in California Code of Regulations,  
12 title 16, section 3365, subdivision (a), as follows:

- 13 a. Failed to properly refinish the front bumper cover.
- 14 b. Failed to insert proper front bumper rivets.
- 15 c. Failed to properly replace right front bumper reinforcement.
- 16 d. Failed to properly replace left bumper reinforcement.
- 17 e. Failed to replace front bumper impact absorber.
- 18 f. Failed to replace front bumper license plate bracket.
- 19 g. Failed to properly replace center grille.
- 20 h. Failed to properly replace right grille.
- 21 i. Failed to properly replace left grille.
- 22 j. Failed to properly replace right front combination lamp assembly.
- 23 k. Failed to replace left front side marker assembly.
- 24 l. Failed to properly repair hood panel and refinish hood outside.
- 25 m. Failed to replace right fender panel and refinish right fender outside.
- 26 n. Failed to replace lower front body member.
- 27 o. Failed to properly blend paint color used on right front outside door.
- 28

1 p. Failure to remove and install the right front door frame molding, right front outer belt  
2 molding, right front door mirror, right front adhesive molding, and right front outer door handle  
3 so that the paint color could be properly blended.

4 **FOURTH CAUSE FOR DISCIPLINE**

5 **(False/Misleading Records)**

6 18. Respondent's automotive repair dealer registration is subject to disciplinary action  
7 under Code section 9884.7, subdivision (a)(1), as defined in California Code of Regulations, title  
8 16, section 3373, in that Respondent provided documents that were price quotes for parts, and  
9 represented that the documents were receipts for parts as if the parts were purchased, when in fact  
10 the parts were not purchased.

11 **FIFTH CAUSE FOR DISCIPLINE**

12 **(Fraud)**

13 19. Respondent's automotive repair dealer registration is subject to disciplinary action  
14 under Code section 9884.7, subdivision (a)(4), in that Respondent accepted payment for repair of  
15 the 2005 SAAB, but did not perform the labor or install parts as set forth in paragraph 17, above.

16 **SIXTH CAUSE FOR DISCIPLINE**

17 **(Failure to Comply with Provisions of the Act)**

18 20. Respondent's automotive repair dealer registration is subject to disciplinary action  
19 under Code section 9884.7, subdivision (a)(6) in that Respondent failed to comply with  
20 provisions of the Automotive Repair Act, as set forth in paragraphs 15, 16, 17, 18, and 19, above.

21 **2004 MAZDA**

22 21. On or about April, 2011, Kyle M. brought his 2004 Mazda to Respondent's facility so  
23 that it could be sold on consignment at Respondent's used car lot at the same location. Kyle M.  
24 authorized Respondent to inspect his vehicle as part of the consignment sale because the check  
25 engine light was on, and to perform a smog inspection. Approximately three weeks later,  
26 Respondent advised Kyle M. that his 2004 Mazda had sold for \$11,400.00, and Kyle M. received  
27 a check for that amount. Respondent provided Kyle M. with documents listing repairs to the  
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1 2004 Mazda in the amount of \$1,479.49. Respondent replaced the front and rear oxygen sensors,  
2 air flow meter, and clutch switch without Kyle M's authorization.

3 **SEVENTH CAUSE FOR DISCIPLINE**

4 **(Failure to Obtain Authorization)**

5 22. Respondent's automotive repair dealer registration is subject to disciplinary action  
6 under Code section 9884.9, subdivision (a), as defined in California Code of Regulations, title 16,  
7 section 3353, subdivision (a), in that Respondent failed to provide a written estimate and obtain  
8 authorization from a customer prior to commencing repairs.

9 **EIGHTH CAUSE FOR DISCIPLINE**

10 **(False/Misleading Records)**

11 23. Respondent's automotive repair dealer registration is subject to disciplinary action  
12 under Code section 9884.7, subdivision (a)(1), as defined in California Code of Regulations, title  
13 16, section 3373, in that Respondent provided an invoice that the air flow meter, front and rear  
14 oxygen sensors had been replaced, when in fact the parts were not replaced.

15 **NINTH CAUSE FOR DISCIPLINE**

16 **(Fraud)**

17 24. Respondent's automotive repair dealer registration is subject to disciplinary action  
18 under Code section 9884.7, subdivision (a)(4), in that Respondent accepted payment for new  
19 parts for the 2004 Mazda, but did not install the parts as set forth in paragraph 23, above.

20 **TENTH CAUSE FOR DISCIPLINE**

21 **(Failure to Record all Work Performed)**

22 25. Respondent's automotive repair dealer registration is subject to disciplinary action  
23 under Code section 9884.8, as defined in California Code of Regulations, title 16, section 3356,  
24 subdivision (a)(2)(A), in that Respondent failed to record and describe all diagnostic and repair  
25 work performed on the 2004 Mazda.

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**ELEVENTH CAUSE FOR DISCIPLINE**

**(Untrue or Misleading Statements)**

26. Respondent's automotive repair dealer registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(1), as defined in California Code of Regulations, title 16, section 3371, in that Respondent informed the Bureau's representative that a recent smog inspection had been performed on the 2004 Mazda, when in fact Bureau records indicated that the vehicle had not been recently tested.

**Post-Repair Inspection 2004 Volvo**

27. On or around August 4, 2011, a Bureau representative conducted a post-repair inspection of Julie C's 2004 Volvo. The vehicle had been involved in a collision and was repaired at Respondent's facility. A representative from Farmer's Insurance inspected the vehicle and estimated the repair cost at \$2,767.79. A check was issued by State Farm Insurance to Julie C. and Respondent for \$2,767.79. A second estimate for the same claim was performed and an additional check in the amount of \$1,201.38 was made payable to Lou Saare Body Shop for that amount. The work related to the rear body damage to the 2004 Volvo was sublet to Lou Saare Body Shop, after initial work was performed by Respondent.

**TWELVETH CAUSE FOR DISCIPLINE**

**(Failure to Obtain Authorization)**

28. Respondent's automotive repair dealer registration is subject to disciplinary action under Code section 9884.9, subdivision (a), as defined in California Code of Regulations, title 16, section 3353, subdivision (a), in that Respondent failed to provide a written estimate and obtain authorization from a customer prior to commencing repairs.

**THIRTEENTH CAUSE FOR DISCIPLINE**

**(Failure to Provide Invoice)**

29. Respondent's automotive repair dealer registration is subject to disciplinary action under Code section 9884.8, in that Respondent failed to provide an invoice to a customer.

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**FORTEENTH CAUSE FOR DISCIPLINE**

**(Failure to Provide Estimate)**

30. Respondent's automotive repair dealer registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(6), as defined in California Code of Regulations, title 16, section 3353, subdivision (a), in that Respondent failed to provide an estimate to a customer.

**FIFTEENTH CAUSE FOR DISCIPLINE**

**(Fraud)**

31. Respondent's automotive repair dealer registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent accepted payment for a replacement of the center panel and a four wheel alignment for the 2004 Volvo, but did not install the panel or perform the work.

**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 Number ARD 230342, issued to Jesus B. Ochoa
- 2. Ordering Jesus B. Ochoa to pay the Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;
- 3. Taking such other and further action as deemed necessary and proper.

DATED: December 5, 2012

  
 JOHN WALLAUCH  
 Chief  
 Bureau of Automotive Repair  
 Department of Consumer Affairs  
 State of California  
 Complainant

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