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

In the Matter of the Accusation Against:

Case No. 77/15-7

**MANNYS AUTO GENERAL REPAIR;
MANUEL V. SORIA, OWNER**
15323 S. Atlantic Ave.
Compton, CA 90221

DEFAULT DECISION AND ORDER

[Gov. Code, §11520]

**Automotive Repair Dealer Registration No.
ARD 235838**

Respondent.

FINDINGS OF FACT

1. On or about August 12, 2014, Complainant Patrick Dorais, in his official capacity as the Chief of the Bureau of Automotive Repair (Bureau), Department of Consumer Affairs, filed Accusation No. 77/15-7 against Manuel V. Soria, owner of Mannys Auto General Repair (Respondent), before the Director of Consumer Affairs. (Accusation No. 77/15-7 attached as Exhibit A.)

2. On or about September 30, 2004, the Director of Consumer Affairs (Director) issued Automotive Repair Dealer Registration Number. ARD 235838 (registration) to Respondent

1 Manuel V. Soria, doing business as Mannys Auto General Repair. The Automotive Repair
2 Dealer Registration will expire on September 30, 2015, unless renewed.

3 3. On or about August 15, 2014, Respondent was served by Certified and First Class
4 Mail copies of Accusation No. 77/15-7, Statement to Respondent, Notice of Defense, Request for
5 Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6, and 11507.7) at
6 Respondent's address of record which, pursuant to Business and Professions Code section 136, is
7 required to be reported and maintained with the Bureau, which was and is:

8 **15323 S. Atlantic Ave.**
9 **Compton, CA 90221.**

10 4. Service of the Accusation was effective as a matter of law under the provisions of
11 Government Code section 11505, subdivision (c) and/or Business & Professions Code section
12 124.

13 5. Government Code section 11506 states, in pertinent part:

14 (c) The respondent shall be entitled to a hearing on the merits if the respondent
15 files a notice of defense, and the notice shall be deemed a specific denial of all parts
16 of the accusation not expressly admitted. Failure to file a notice of defense shall
17 constitute a waiver of respondent's right to a hearing, but the agency in its discretion
18 may nevertheless grant a hearing.

19 6. Respondent failed to file a Notice of Defense within 15 days after service upon him
20 of the Accusation, and therefore waived his right to a hearing on the merits of Accusation No.
21 77/15-7.

22 7. California Government Code section 11520 states, in pertinent part:

23 (a) If the respondent either fails to file a notice of defense or to appear at the
24 hearing, the agency may take action based upon the respondent's express admissions
25 or upon other evidence and affidavits may be used as evidence without any notice to
26 respondent.

27 8. Pursuant to its authority under Government Code section 11520, the Director after
28 having reviewed the proof of service dated August 15, 2014, signed by C. Vuu, finds Respondent
is in default. The Director will take action without further hearing and, based on Accusation, No.
77/15-7, proof of service and on the Affidavit of Bureau Representative Albert Ramos, finds that
the allegations in Accusation are true.

1 **DETERMINATION OF ISSUES**

2 1. Based on the foregoing findings of fact, Respondent Manuel V. Soria, owner of
3 Mannys Auto General Repair, has subjected his Automotive Repair Dealer Registration No.
4 ARD 235838 to discipline.

5 2. The agency has jurisdiction to adjudicate this case by default.

6 3. The Director of Consumer Affairs is authorized to revoke Respondent's Automotive
7 Repair Dealer Registration based upon the following violations alleged in the Accusation which
8 are supported by the evidence contained in the affidavit of Bureau Representative Albert Ramos
9 in this case.:

10 a. Violation of Business and Professions Code section 9884.7, subdivision (a)(1),
11 in that Respondent made statements which he knew to be false or in the exercise of reasonable
12 care should have known to be untrue or misleading, as it relates to the repair of a Bureau
13 documented 2000 Mazda, between March 7 – 20, 2013, as follows:

14 i. The invoice for the work indicates on the one hand that Respondent
15 charged the operator for parts to "rebuild" a transmission and torque converter, while on the
16 other hand it indicates that Respondent charged the operator for labor to "change" the
17 transmission and the torque convertor. The invoice is not clear as to whether the
18 transmission was exchanged or rebuilt.

19 ii. The invoice for the work states "customer request" to give the impression
20 that the operator requested the repairs when in fact the operator requested assistance with a
21 gear shifting problem and a "check engine" light.

22 iii. Respondent represented to the operator that the transmission of the
23 Bureau's 2000 Mazda was broken internally with many broken and burned parts. In fact,
24 the only defect in the transmission was the defective shift solenoid.

25 iv. Respondent represented on the invoice that a rebuilt transmission and a
26 rebuilt torque converter were installed on the Bureau's 2000 Mazda. In fact, neither a
27 rebuilt transmission nor a rebuilt torque converter were installed.

28

1 b. Violation of Business and Professions Code section 9884.7, subdivision (a)(4),
2 in that Respondent committed acts that constitute fraud, as follows:

3 i. On or about March 8, 2013 and March 20, 2013, Respondent obtained a
4 total of \$1,201.50 from the operator for installing a rebuilt transmission and a rebuilt torque
5 converter on the Bureau's 2000 Mazda when those repairs were never performed.

6 c. Violation of Business and Professions Code section 9884.7, subdivision (a)(7),
7 in conjunction with California Code of Regulations, title 16, section 3361.1, in that Respondent
8 willfully departed from or disregarded accepted trade standards for good and workmanlike repair
9 without the consent of the owner or the owner's duly authorized representative, as follows:

10 i. Respondent failed to conduct an external inspection and diagnostic check
11 of the Bureau's 2000 Mazda, including the retrieval of any diagnostic trouble codes, prior to
12 removing the transmission for the purpose of rebuilding. Had an inspection been
13 performed, it would have indicated that there was a defective shift solenoid, which did not
14 require the removal of the transmission.

15 ii. Respondent failed to rebuild the automatic transmission in the Bureau's
16 2000 Mazda to meet the minimum requirements of California Code of Regulations, title 16,
17 section 3361.1, subdivision (c).

18 d. Violation of Business and Professions Code section 9884.7, subdivision (a)(6),
19 in that Respondent failed to comply with the Automotive Repair Act and/or the regulations
20 adopted pursuant to it, as follows:

21 i. **Code section 9884.9, subdivision (a) and California Code of**
22 **Regulations, title 16, section 3353, subdivision(a):** Respondent failed to provide the
23 operator of the Bureau's 2000 Mazda with a written estimate for parts and labor for a
24 specific job. Instead, the operator was asked to sign a blank work order.

25 ii. **Code section 9884.7, subdivision (a)(3):** Respondent failed to provide
26 the operator of the Bureau's 2000 Mazda with a copy of the signed estimate as soon as it
27 was signed.

28

1 iii. **Code section 9884.8 and California Code of Regulations, title 16,**
2 **section 3556, subdivision (a)(2)(A):** Respondent failed to state separately on the invoice
3 the subtotal prices for the service work and parts and failed to identify with specificity all
4 the service and repair work performed and the price for each service and repair on the
5 Bureau's 2000 Mazda.

6 e. Violation of Business and Professions Code section 9884.7, subdivision (a)(1),
7 in that Respondent made statements which he knew to be false or in the exercise of reasonable
8 care should have known to be untrue or misleading, as it relate to the repair of a Bureau
9 documented 1999 Toyota, between August 6 - 12, 2013, as follows:

10 i. The invoice for the work indicates on the one hand that Respondent
11 charged the operator for parts to "rebuild" the transmission and torque converter, while on
12 the other hand it indicates that Respondent charged the operator for labor to "change" the
13 transmission and the torque converter. The invoice is not clear as to whether the
14 transmission was exchanged or rebuilt.

15 ii. The invoice for the work states "customer request" to give the impression
16 that the operator requested the repairs when in fact the operator requested assistance with a
17 gear shifting problem and a "check engine" light.

18 iii. Respondent represented to the operator that the transmission of the
19 Bureau's 1999 Toyota was burnt and he recommended complete reconstruction. In fact, the
20 only defect was the No. 2 solenoid.

21 iv. Respondent represented on the invoice that a rebuilt transmission and a
22 rebuilt torque converter were installed on the Bureau's 1999 Toyota. In fact, neither a
23 rebuilt transmission nor a rebuilt torque converter were installed.

24 f. Violation of Business and Professions Code section 9884.7, subdivision (a)(4),
25 in that Respondent committed acts that constitute fraud, as follows:

26 i. On or about August 7, 2013 and August 12, 2013, Respondent obtained a
27 total of \$1,301.40 from the operator for installing a rebuilt transmission and a rebuilt torque
28 converter on the Bureau's 1999 Toyota when those repairs were never performed.

1 g. Violation of Business and Professions Code section 9884.7, subdivision (a)(7),
2 in conjunction with California Code of Regulations, title 16, section 3361.1, in that Respondent
3 willfully departed from or disregarded accepted trade standards for good and workmanlike repair
4 without the consent of the owner or the owner's duly authorized representative, as follows:

5 i. Respondent failed to conduct an external inspection and diagnostic check
6 of the Bureau's 1999 Toyota, including the retrieval of any diagnostic trouble codes, prior to
7 removing the transmission for the purpose of rebuilding. Had an inspection been
8 performed, it would have indicated that there was a defective No. 2 solenoid, which did not
9 require the removal of the transmission.

10 ii. Respondent failed to rebuild the automatic transmission in the Bureau's
11 1999 Toyota to meet the minimum requirements of California Code of Regulations, title 16,
12 section 3361.1, subdivision (c).

13 h. Violation of Business and Professions Code section 9884.7, subdivision (a)(6),
14 in that Respondent failed to comply with the Automotive Repair Act and/or the regulations
15 adopted pursuant to it, as follows:

16 i. **Code section 9884.9, subdivision (a) and California Code of**
17 **Regulations, title 16, section 3353, subdivision(a):** Respondent failed to provide the
18 operator of the Bureau's 1999 Toyota with a written estimate for parts and labor for a
19 specific job. Instead, the operator was asked to sign a blank work order.

20 ii. **Code section 9884.7, subdivision (a)(3):** Respondent failed to provide
21 the operator of the Bureau's 1999 Toyota with a copy of the signed estimate as soon as it
22 was signed.

23 iii. **Code section 9884.8 and California Code of Regulations, title 16,**
24 **section 3556, subdivision (a)(2)(A):** Respondent failed to state separately on the invoice
25 the subtotal prices for the service work and parts and failed to identify with specificity the
26 all service and repair work performed and the price for each service and repair on the
27 Bureau's 1999 Toyota.

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ORDER

IT IS SO ORDERED that Automotive Repair Dealer Registration Number ARD 235838, heretofore issued to Respondent Manuel V. Soria, doing business as Mannys Auto General Repair, is revoked.

Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a written motion requesting that the Decision be vacated and stating the grounds relied on within seven (7) days after service of the Decision on Respondent. The motion should be sent to the Bureau of Automotive Repair, ATTN: William D. Thomas, 10949 North Mather Blvd., Rancho Cordova, CA 95670. The agency in its discretion may vacate the Decision and grant a hearing on a showing of good cause, as defined in the statute.

This Decision shall become effective on February 24, 2015.

It is so ORDERED January 5, 2015



TAMARA COLSON
Assistant General Counsel
Department of Consumer Affairs

51642726.DOCX
DOJ Matter ID: LA2014511040

Attachment:
Exhibit A: Accusation

Exhibit A

Accusation No. 77/15-7

1 KAMALA D. HARRIS
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2 ARMANDO ZAMBRANO
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Deputy Attorney General
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Attorneys for Complainant
7

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

11 In the Matter of the Accusation Against:
12 **MANNYS AUTO GENERAL REPAIR;**
13 **MANUEL V. SORIA, OWNER**
14 **15323 S. Atlantic Ave**
Compton, CA 90221
15 **Automotive Repair Dealer Registration No.**
ARD 235838
16 Respondent.

Case No. 77/15-7

ACCUSATION

18 Complainant alleges:

19 **PARTIES**

- 20 1. Patrick Dorais ("Complainant") brings this Accusation solely in his official capacity
21 as the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs.
22 2. On or about September 30, 2004, the Bureau of Automotive Repair ("Bureau") issued
23 Automotive Repair Dealer Registration Number ARD 235838 to Mannys Auto General Repair;
24 Manuel V. Soria, owner ("Respondent"). The Automotive Repair Dealer Registration was in full
25 force and effect at all times relevant to the charges brought herein and will expire on September
26 30, 2014, unless renewed.

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"(4) Any other conduct that constitutes fraud.

...

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

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

9. Code section 9884.7, subdivision (c) states in pertinent part:

"[T]he director may suspend, revoke, or place on probation the registration for all places of business operated in this state by an automotive repair dealer upon a finding that the automotive repair dealer has, or is, engaged in a course of repeated and willful violations of this chapter, or regulations adopted pursuant to it."

10. Code section 9884.8 states:

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

11. Code section 9884.9, subdivision (a) states:

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

1 (1) Make a notation on the invoice of the same facts set forth in the
2 notation on the work order . (2) Upon completion of the repairs, obtain the
3 customer's signature or initials to an acknowledgment of notice and consent, if there is
an oral consent of the customer to additional repairs, in the following language:

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

6 _____
(signature or initials)"

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

9 12. California Code of Regulations, title 16, section 3353, states, in pertinent part:

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

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

14 13. California Code of Regulations, title 16, section 3356, states, in pertinent part:

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

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

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

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

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

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

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

27 (E) The applicable sales tax, if any."

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14. California Code of Regulations, title 16, section 3361.1, states, in pertinent part:

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

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

...

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

- "(1) All internal and external parts, including case and housing, have been thoroughly cleaned and inspected.
- "(2) The valve body has been disassembled and thoroughly cleaned and inspected unless otherwise specified by the manufacturer.
- "(3) All bands have been replaced with new or relined bands.

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1 "labor" side of the invoice, Respondent charged \$275.00 labor to "change" the transmission, the
2 torque convertor, and oil. The operator paid the balance of \$501.50 and left.

3 22. On and between April 5, 2013 and April 16, 2013, the Bureau inspected the vehicle
4 and found the following issues: (1) there was a considerable amount of transaxle fluid leaking
5 from the driver's side axle seal; (2) there was a loose bolt that secures the transaxle to the engine;
6 (3) a nut was missing that secures the torque converter to the engine's flywheel; and (4) certain
7 internal torque converter and transaxle parts that should have been changed had the torque
8 converter and transaxle actually been fixed, but were not, including: fourteen drive plates, valve
9 body gaskets, dip stick seal, three end case O-ring seals, oil pump main seal, 2-4 brake bands, and
10 both axle seals.

11 **FIRST CAUSE FOR DISCIPLINE**

12 **(Untrue or Misleading Statements)**

13 23. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
14 (a)(1), in that Respondent made statements which he knew to be false or in the exercise of
15 reasonable care should have known to be untrue or misleading. The circumstances, which include
16 by reference Paragraphs 18-22, are as follows:

17 (a) The invoice for the work indicates on the one hand that Respondent charged the
18 operator for parts to "rebuild" a transmission and torque converter, while on the other hand it
19 indicates that Respondent charged the operator for labor to "change" the transmission and the
20 torque convertor. The invoice is not clear as to whether the transmission was exchanged or
21 rebuilt.

22 (b) The invoice for the work states "customer request" to give the impression that
23 the operator requested the repairs when in fact the operator requested assistance with a gear
24 shifting problem and a "check engine" light.

25 (c) Respondent represented to the operator that the transmission of the Bureau's
26 2000 Mazda was broken internally with many broken and burned parts. In fact, the only defect in
27 the transmission was the defective shift solenoid.

28 ///

1 (d) Respondent represented on the invoice that a rebuilt transmission and a rebuilt
2 torque converter were installed on the Bureau's 2000 Mazda. In fact, neither a rebuilt
3 transmission nor a rebuilt torque converter were installed.

4 **SECOND CAUSE FOR DISCIPLINE**

5 **(Fraud)**

6 24. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
7 (a)(4), in that Respondent committed acts that constitute fraud. The circumstances, which include
8 by reference Paragraphs 18-22, are as follows:

9 (a) On or about March 8, 2013 and March 20, 2013, Respondent obtained a total of
10 \$1,201.50 from the operator for installing a rebuilt transmission and a rebuilt torque converter on
11 the Bureau's 2000 Mazda when those repairs were never performed.

12 **THIRD CAUSE FOR DISCIPLINE**

13 **(Departure from Trade Standards)**

14 25. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
15 (a)(7), in conjunction with California Code of Regulations, title 16, section 3361.1, in that
16 Respondent willfully departed from or disregarded accepted trade standards for good and
17 workmanlike repair without the consent of the owner or the owner's duly authorized
18 representative. The circumstances, which include by reference Paragraphs 18-22, are as follows:

19 (a) Respondent failed to conduct an external inspection and diagnostic check of the
20 Bureau's 2000 Mazda, including the retrieval of any diagnostic trouble codes, prior to removing
21 the transmission for the purpose of rebuilding. Had an inspection been performed, it would have
22 indicated that there was a defective shift solenoid, which did not require the removal of the
23 transmission.

24 (b) Respondent failed to rebuild the automatic transmission in the Bureau's 2000
25 Mazda to meet the minimum requirements of California Code of Regulations, title 16, section
26 3361.1, subdivision (c).

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1 **FOURTH CAUSE FOR DISCIPLINE**

2 **(Violations of the Code)**

3 26. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
4 (a)(6) in that Respondent failed to comply with the Automotive Repair Act and/or the regulations
5 adopted pursuant to it. The circumstances, which include by reference Paragraphs 18-22, are as
6 follows:

7 (a) **Code section 9884.9, subdivision (a) and California Code of Regulations,**
8 **title 16, section 3353, subdivision(a):** Respondent failed to provide the operator of the Bureau's
9 2000 Mazda with a written estimate for parts and labor for a specific job. Instead, the operator
10 was asked to sign a blank work order.

11 (b) **Code section 9884.7, subdivision (a)(3):** Respondent failed to provide the
12 operator of the Bureau's 2000 Mazda with a copy of the signed estimate as soon as it was signed.

13 (c) **Code section 9884.8 and California Code of Regulations, title 16, section**
14 **3556, subdivision (a)(2)(A):** Respondent failed to state separately on the invoice the subtotal
15 prices for the service work and parts and failed to identify with specificity all the service and
16 repair work performed and the price for each service and repair on the Bureau's 2000 Mazda.

17 **UNDERCOVER OPERATION #2: 1999 TOYOTA**

18 27. At approximately 10:45 a.m. on August 6, 2013, an undercover operator for the
19 Bureau (operator) took a Bureau's 1999 Toyota to Respondent's facility. There was an electrical
20 opening in the No. 2 solenoid in the automatic transmission. The operator told Respondent's
21 employee "Hector" that the car was having problems shifting and the "check engine" light was on.
22 Hector asked the operator to fill out and sign a blank work order, which she did, and told her it
23 would take a couple of hours to test the vehicle. The operator left the vehicle at Respondent's
24 facility without receiving a copy of the signed document.

25 28. Later in the day on August 6, 2013, the operator called Respondent's facility and
26 spoke with Respondent. He said that the transmission was burned and he recommended complete
27 reconstruction. He also said that he could make the torque converter high performance. He
28 quoted a price of \$1,300.00. The operator subsequently gave Respondent authorization to start

1 the repairs and Respondent asked for a \$500-\$600 deposit to start the work.

2 29. On August 7, 2013, the operator brought \$600 in cash for the deposit and was given
3 a receipt on a telephone message pad.

4 30. On August 12, 2013, the operator returned to Respondent's facility. The operator
5 received an invoice for a total of \$1,301.40. On the "parts" side of the invoice, it indicated that
6 Respondent had rebuilt the transmission for \$800, rebuilt the torque convertor for \$100, and
7 supplied 10 quarts of transmission oil for \$60. The invoice stated "customer request." The
8 invoice did not separately identify each part supplied and the price for each part. Under the
9 "labor" side of the invoice, Respondent charged \$255.00 labor to "change" the transmission, the
10 torque convertor, and oil. The operator paid the balance of \$701.40 and left.

11 31. On and between August 16, 2013 and September 25, 2013, the Bureau inspected the
12 vehicle and found that the torque convertor and the transaxle had not been exchanged or rebuilt.
13 Additionally, internal parts such as seals, lined friction plates, sealing rings, and gaskets were not
14 replaced with new parts as would be expected before a transmission can be represented as rebuilt.

15 **FIFTH CAUSE FOR DISCIPLINE**

16 **(Untrue or Misleading Statements)**

17 32. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
18 (a)(1), in that Respondent made statements which he knew to be false or in the exercise of
19 reasonable care should have known to be untrue or misleading. The circumstances, which include
20 by reference Paragraphs 27-31, are as follows:

21 (a) The invoice for the work indicates on the one hand that Respondent charged the
22 operator for parts to "rebuild" the transmission and torque converter, while on the other hand it
23 indicates that Respondent charged the operator for labor to "change" the transmission and the
24 torque convertor. The invoice is not clear as to whether the transmission was exchanged or
25 rebuilt.

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1 (b) The invoice for the work states "customer request" to give the impression that
2 the operator requested the repairs when in fact the operator requested assistance with a gear
3 shifting problem and a "check engine" light.

4 (c) Respondent represented to the operator that the transmission of the Bureau's
5 1999 Toyota was burnt and he recommended complete reconstruction. In fact, the only defect
6 was the No. 2 solenoid.

7 (d) Respondent represented on the invoice that a rebuilt transmission and a rebuilt
8 torque converter were installed on the Bureau's 1999 Toyota. In fact, neither a rebuilt
9 transmission nor a rebuilt torque converter were installed.

10 **SIXTH CAUSE FOR DISCIPLINE**

11 **(Fraud)**

12 33. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
13 (a)(4), in that Respondent committed acts that constitute fraud. The circumstances, which include
14 by reference Paragraphs 27-31, are as follows:

15 (a) On or about August 7, 2013 and August 12, 2013, Respondent obtained a total
16 of \$1,301.40 from the operator for installing a rebuilt transmission and a rebuilt torque converter
17 on the Bureau's 1999 Toyota when those repairs were never performed.

18 **SEVENTH CAUSE FOR DISCIPLINE**

19 **(Departure from Trade Standards)**

20 34. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
21 (a)(7), in conjunction with California Code of Regulations, title 16, section 3361.1, in that
22 Respondent willfully departed from or disregarded accepted trade standards for good and
23 workmanlike repair without the consent of the owner or the owner's duly authorized
24 representative. The circumstances, which include by reference Paragraphs 27-31, are as follows:

25 (a) Respondent failed to conduct an external inspection and diagnostic check of the
26 Bureau's 1999 Toyota, including the retrieval of any diagnostic trouble codes, prior to removing
27 the transmission for the purpose of rebuilding. Had an inspection been performed, it would have
28 indicated that there was a defective No. 2 solenoid, which did not require the removal of the

1 transmission.

2 (b) Respondent failed to rebuild the automatic transmission in the Bureau's 1999
3 Toyota to meet the minimum requirements of California Code of Regulations, title 16, section
4 3361.1, subdivision (c).

5 **EIGHTH CAUSE FOR DISCIPLINE**

6 (Violations of the Code)

7 35. Respondent is subject to disciplinary action under Code section 9884.7, subdivision
8 (a)(6) in that Respondent failed to comply with the Automotive Repair Act and/or the regulations
9 adopted pursuant to it. The circumstances, which include by reference Paragraphs 27-31, are as
10 follows:

11 (a) Code section 9884.9, subdivision (a) and California Code of Regulations,
12 title 16, section 3353, subdivision(a): Respondent failed to provide the operator of the Bureau's
13 1999 Toyota with a written estimate for parts and labor for a specific job. Instead, the operator
14 was asked to sign a blank work order.

15 (b) Code section 9884.7, subdivision (a)(3): Respondent failed to provide the
16 operator of the Bureau's 1999 Toyota with a copy of the signed estimate as soon as it was signed.

17 (c) Code section 9884.8 and California Code of Regulations, title 16, section
18 3556, subdivision (a)(2)(A): Respondent failed to state separately on the invoice the subtotal
19 prices for the service work and parts and failed to identify with specificity the all service and
20 repair work performed and the price for each service and repair on the Bureau's 1999 Toyota.

21 **OTHER MATTERS**

22 36. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,
23 or place on probation the registration for all places of business operated in this state by
24 Respondent Manuel V. Soria, owner of Mannys Auto General Repair, upon a finding that
25 Respondent has, or is, engaged in a course of repeated and willful violations of the laws and
26 regulations pertaining to an automotive repair dealer.

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PRAYER

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

1. Revoking or suspending Automotive Repair Dealer Registration Number ARD 235838, issued to Mannys Auto General Repair; Manuel V. Soria, owner;
2. Revoking or suspending any other automotive repair dealer registration issued in the name of Manuel V. Soria;
3. Ordering Manuel V. Soria, the owner of Mannys Auto General Repair, 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; and
4. Taking such other and further action as deemed necessary and proper.

DATED: *August 12, 2014* *Patrick Dorais*

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

DOJ Matter ID: LA2014511040
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