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

10
11 In the Matter of the Accusation Against:
12 **AAMCO TRANSMISSION; JOHNNY**
WALKER
13 **4306 W. Century Blvd**
Inglewood, CA 90304
14
15 **Automotive Repair Dealer Registration No.**
ARD 247358
16
17 Respondent.

Case No. 77/14-58

A C C U S A T I O N

18
19 Complainant alleges:

20 **PARTIES**

- 21 1. Patrick Dorais (Complainant) brings this Accusation solely in his official capacity as
22 the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs.
23 2. In 2006, the Bureau of Automotive Repair issued Automotive Repair Dealer
24 Registration Number ARD 247358 to Aamco Transmission; Johnny Walker (Respondent). The
25 Automotive Repair Dealer Registration was in full force and effect at all times relevant to the
26 charges brought herein and will expire on September 30, 2014, unless renewed.
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(6) Failure in any material respect to comply with the provisions of this chapter or regulations adopted pursuant to it.”

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

“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. One copy of the invoice shall be given to the customer and one copy shall be retained by the automotive repair dealer.”

8. Section 9884.9 of the Code 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) Make a notation on the invoice of the same facts set forth in the notation on the work 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 9. Section 17200 of the Code states, in pertinent, that unfair competition shall mean and
10 include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or
11 misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of
12 Part 3 of Division 7 of the Business and Professions Code.

13 10. Section 17500 of the Code states :

14 "It is unlawful for any person, firm, corporation or association, or any employee thereof
15 with intent directly or indirectly to dispose of real or personal property or to perform services,
16 professional or otherwise, or anything of any nature whatsoever or to induce the public to enter
17 into any obligation relating thereto, to make or disseminate or cause to be made or disseminated
18 before the public in this state, or to make or disseminate or cause to be made or disseminated
19 from this state before the public in any state, in any newspaper or other publication, or any
20 advertising device, or by public outcry or proclamation, or in any other manner or means
21 whatever, including over the Internet, any statement, concerning that real or personal property or
22 those services, professional or otherwise, or concerning any circumstance or matter of fact
23 connected with the proposed performance or disposition thereof, which is untrue or misleading,
24 and which is known, or which by the exercise of reasonable care should be known, to be untrue or
25 misleading, or for any person, firm, or corporation to so make or disseminate or cause to be so
26 made or disseminated any such statement as part of a plan or scheme with the intent not to sell
27 that personal property or those services, professional or otherwise, so advertised at the price
28 stated therein, or as so advertised. Any violation of the provisions of this section is a

1 misdemeanor punishable by imprisonment in the county jail not exceeding six months, or by a
2 fine not exceeding two thousand five hundred dollars (\$2,500), or by both that imprisonment and
3 fine.”

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5 **REGULATORY PROVISIONS**

6 11. California Code of Regulations, Title 16, section 3353, states in pertinent part:

7 “No work for compensation shall be commenced and no charges shall accrue without
8 specific authorization from the customer in accordance with the following requirements:

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

11 ...

12 (c) Additional Authorization. The dealer shall obtain the customer=s authorization before
13 any additional work not estimated is done or parts not estimated are supplied. This authorization
14 shall be in written, oral, or electronic form, and shall describe additional repairs, parts, labor and
15 the total additional cost.

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

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

26 12. California Code of Regulations, Title 16, section 3356 states, in pertinent part:

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

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

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

(B) Each part supplied, in such a manner that the customer can 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.

13. California Code of Regulations, Title 16, section 3373, states:

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

COST RECOVERY

14. Section 125.3 of the Code provides, in pertinent part, that the Board 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, with failure of the licentiate to comply subjecting the license to not being renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be included in a stipulated settlement.

UNDERCOVER OPERATION NO. 1

(1998 Chevrolet)

15. On or around April 9, 2013, at approx. 10:04 a.m., a Bureau Operator (operator) arrived at Respondent’s location at 4306 W. Century Blvd., Inglewood, CA 90304 with a 1998 Chevrolet (vehicle).

1 16. The vehicle presented with an induced failure of a vehicle speed sensor with an
2 electrical “open” installed in place of the original sensor in the tail housing. This repair item
3 resulted in the vehicle not shifting above second gear, the speedometer would not operate, the
4 odometer will not advance, illuminated service engine soon lamp and diagnostic trouble code
5 (DTC) P0502 stored in the vehicle’s computer memory.

6 17. When Respondent inquired about the vehicle, the Operator stated it made a
7 “humming sound on acceleration that started about a week ago.”

8 18. Operator then provided the Respondent with the keys to the vehicle. Respondent
9 then prepared an estimate under the Operator’s fictitious information with a “\$0.00” amount for
10 the inspection and failed to document the odometer reading. Operator received a copy of signed
11 estimate No. [REDACTED]

12 19. After driving the vehicle for approx. 20 minutes, Respondent reported that further
13 diagnostic tests would be needed and that fees for testing would be \$190.00. A new estimate was
14 written and signed by Operator, but Operator did not receive a copy of this estimate.

15 20. The Operator received a call from Respondent later the same day. Respondent’s
16 representative indicated that the vehicle needed a speed sensor replacement, along with a wiring
17 harness for \$399.00. Operator authorized the repair.

18 21. On or around April 10, 2013, Operator contacted Respondent for an update on the
19 status of the vehicle. Respondent’s representative reported that the vehicle was ready and the
20 total was \$399.00 plus tax.

21 22. At or around 12:50 p.m., Operator returned to retrieve the vehicle and was presented
22 with a final invoice of \$432.99 for the repairs. The invoiced amount was in excess of the original
23 invoice amount and required written authorization. The invoice failed to identify and describe all
24 work performed and parts supplied for the service. Operator gave Respondent five (5) one
25 hundred dollar bills and received change for \$67.01. Respondent provided invoice No. [REDACTED]
26 without recording “paid” on the final copy.

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SEVENTH CAUSE FOR DISCIPLINE

(Failure to Properly Document Additional Authorization)

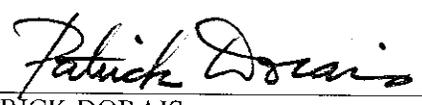
39. Respondent's Registration is subject to disciplinary action under § 9884.9(a) and Cal. Code of Regs. Title 16, § 3353(c)(1) – (2) for failure to properly obtain and document additional authorization for repairs exceeding the original estimate. Complainant incorporates by reference paragraphs 15 – 32, above, as if fully set forth herein.

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 247358, issued to Aamco Transmission; Johnny Walker
2. Ordering Johnny Walker 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: April 11, 2014



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

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