

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

In the Matter of the Accusation Against:

**ROSCOS AUTO BODY & PAINT LLC,
DBA ROSCOS AUTO BODY & PAINT LLC
JOSE RAMON LOPEZ, MEMBER**
1880 West Euclid Avenue
El Centro, CA 92243

Automotive Repair Dealer No.
ARD 255269

Respondent.

Case No. 77/14-51

DECISION

The attached Stipulated Revocation of License 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 June 13, 2014.

DATED: May 21, 2014



DONALD CHANG
Assistant Chief Counsel
Department of Consumer Affairs

1 KAMALA D. HARRIS
Attorney General of California
2 LINDA K. SCHNEIDER
Supervising Deputy Attorney General
3 LAURO A. PAREDES
Deputy Attorney General
4 State Bar No. 254663
110 West "A" Street, Suite 1100
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2091
7 Facsimile: (619) 645-2061
Attorneys for Complainant

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

11 In the Matter of the Accusation Against:

Case No. 77/14-51

12 **ROSCOS AUTO BODY & PAINT LLC,**
13 **DBA ROSCOS AUTO BODY & PAINT LLC**
14 **JOSE RAMON LOPEZ, MEMBER**
1880 West Euclid Avenue
15 El Centro, CA 92243

STIPULATED REVOCATION OF
LICENSE AND ORDER

16 **Automotive Repair Dealer No. ARD 255269**

17 Respondent.

18
19 In the interest of a prompt and speedy settlement of this matter, consistent with the public
20 interest and the responsibilities of the Director of Consumer Affairs and the Bureau of
21 Automotive Repair the parties hereby agree to the following Stipulated Revocation of License
22 and Disciplinary Order which will be submitted to the Director for the Director's approval and
23 adoption as the final disposition of the Accusation.

24 **PARTIES**

25
26 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair. He
27 brought this action solely in his official capacity and is represented in this matter by Kamala D.
28 Harris, Attorney General of the State of California, by Lauro A. Paredes, Deputy Attorney
General.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CULPABILITY

8. Respondent admits the truth of each and every charge and allegation in Accusation No. 77/14-51, agrees that cause exists for discipline and hereby revokes their Automotive Repair Dealer No. ARD 255269 for the Bureau's formal acceptance.

9. Respondent understands that by signing this stipulation Respondent enables the Director to issue his order accepting the revocation of Automotive Repair Dealer Registration 255269 without further process.

CONTINGENCY

10. This stipulation shall be subject to approval by the Director or the Director's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Bureau of Automotive Repair may communicate directly with the Director and staff regarding this stipulation and revocation, without notice to or participation by Respondent or its counsel. By signing the stipulation, Respondent understands and agrees that they may not withdraw its agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated Revocation and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

11. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Revocation of License and Order, shall have the same force and effect as the originals.

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

///

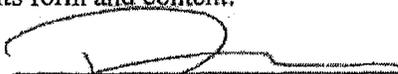
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ACCEPTANCE

I have carefully read the above Stipulated Revocation of License and Order and have fully discussed it with my attorney, Drew D. Williams. I understand the stipulation and the effect it will have on my Automotive Repair Dealer. I enter into this Stipulated Revocation of License and Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

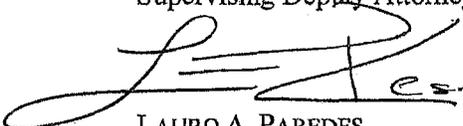
DATED: 4/18/14 
ROSCOS AUTO BODY & PAINT LLC,
JOSE RAMON LOPEZ
Respondent

I have read and fully discussed with Respondent Roscos Auto Body & Paint LLC, Jose Ramon Lopez, Member the terms and conditions and other matters contained in this Stipulated Revocation of License and Order. I approve its form and content.

DATED: 4-18-14 
DREW D. WILLIAMS
Attorney for Respondent

ENDORSEMENT

The foregoing Stipulated Revocation of License and Order is hereby respectfully submitted for consideration by the Director of Consumer Affairs.

Dated: Respectfully submitted,
KAMALA D. HARRIS
Attorney General of California
LINDA K. SCHNEIDER
Supervising Deputy Attorney General

LAURO A. PAREDES
Deputy Attorney General
Attorneys for Complainant

SD2013706476
70857362.doc

Exhibit A

Accusation No. 77/14-51

1 KAMALA D. HARRIS
Attorney General of California
2 ALFREDO TERRAZAS
Senior Assistant Attorney General
3 JAMES M. LEDAKIS
Supervising Deputy Attorney General
4 State Bar No. 132645
110 West "A" Street, Suite 1100
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2105
7 Facsimile: (619) 645-2061
Attorneys for Complainant

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

12 In the Matter of the Accusation Against:

Case No. 77/14-51

13 **ROSCOS AUTO BODY & PAINT LLC,**
14 **DBA ROSCOS AUTO BODY & PAINT LLC**
15 **JOSE RAMON LOPEZ, MEMBER**
1880 West Euclid Avenue
El Centro, CA 92243

A C C U S A T I O N

16 **Automotive Repair Dealer No. ARD 255269**

17 Respondent.

18
19 Complainant alleges:

20 **PARTIES**

21 1. Patrick Dorais (Complainant) brings this Accusation solely in his official capacity
22 as the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs.

23 2. On June 24, 2008, the Bureau of Automotive Repair issued Automotive Repair
24 Dealer Number ARD 255269 to Roscos Auto Body & Paint LLC, doing business as Roscos Auto
25 Body & Paint LLC, with Jose Ramon Lopez, Member (Respondent). The Automotive Repair
26 Dealer Registration was in full force and effect at all times relevant to the charges brought herein
27 and will expire on June 30, 2014, unless renewed.

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

13. Code section 9884.9 states, in pertinent part:

(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 when 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.

....

14. Code section 9884.11 states:

Each automotive repair dealer shall maintain any records that are required by regulations adopted to carry out this chapter [the Automotive Repair Act]. Those records shall be open for reasonable inspection by the chief or other law enforcement officials. All of those records shall be maintained for at least three years.

15. Code section 17200 states:

As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.

16. Code section 17500 states:

It is unlawful for any person, firm, corporation or association, or any employee thereof with intent directly or indirectly to dispose of real or personal property or to perform services, professional or otherwise, or anything of any nature whatsoever or to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated before the public in this state, or to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or any advertising device, or by public outcry or proclamation, or in any other manner or means whatever, including over the Internet, any statement,

1 concerning that real or personal property or those services, professional or
2 otherwise, or concerning any circumstance or matter of fact connected with the
3 proposed performance or disposition thereof, which is untrue or misleading, and
4 which is known, or which by the exercise of reasonable care should be known, to
5 be untrue or misleading, or for any person, firm, or corporation to so make or
6 disseminate or cause to be so made or disseminated any such statement as part of
7 a plan or scheme with the intent not to sell that personal property or those
8 services, professional or otherwise, so advertised at the price stated therein, or as
9 so advertised. Any violation of the provisions of this section is a misdemeanor
10 punishable by imprisonment in the county jail not exceeding six months, or by a
11 fine not exceeding two thousand five hundred dollars (\$2,500), or by both that
12 imprisonment and fine.

13 REGULATORY PROVISIONS

14 17. California Code of Regulations, title 16, section (Regulation) 3353 states:

15 No work for compensation shall be commenced and no charges shall
16 accrue without specific authorization from the customer in accordance with the
17 following requirements:

18

19 18. Regulation section 3356 states:

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

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

28 (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.

. . . .

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

19. Regulation section 3358, subdivision (c) states:

Each automotive repair dealer shall maintain legible copies of the following records for not less than three years:

....

(c) All work orders and/or contracts for repairs, parts and labor. All such records shall be open for reasonable inspection and/or reproduction by the bureau or other law enforcement officials during normal business hours.

20. Regulation section 3371 states:

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

....

21. Regulation 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

22. 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.

CONSUMER COMPLAINT (MOJICA): 2005 TOYOTA COROLLA

23. On July 30, 2013, the Bureau received a complaint from Jose Mojica (Mojica). Re-inspection by the Bureau, in reference to Viking Insurance Company of Wisconsin's (Viking) estimate of record, found Respondent failed to replace the front bumper reinforcement. In addition, Respondent failed to replace the rear bumper reinforcement of Mojica's 2005 Toyota

1 Corolla for a total of \$398.57 in fraud. Respondent admitted to not replacing the front bumper
2 reinforcement and failing to provide a work order and invoice for the repairs performed. In
3 addition, Respondent also failed to provide receipts for the front bumper absorber and the rear
4 bumper absorber.

5 **FIRST CAUSE FOR DISCIPLINE**

6 **(Untrue or Misleading Statements)**

7 24. Respondent's registration is subject to disciplinary action pursuant to Code
8 section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which it
9 knew, or in the exercise of reasonable care should have known to be untrue or misleading, as
10 follows:

11 a. On March 19, 2013, Respondent represented to Mojica that it would
12 replace the front bumper. In fact, the collision damage on the front bumper indicated that it had
13 not been replaced. An original Vehicle Identification Number (VIN) was still attached to the old
14 bumper reinforcement.

15 b. On March 19, 2013, Respondent represented to Mojica that it would
16 replace the rear bumper. In fact, the rear bumper had not been replaced. An original VIN was
17 still attached to the old bumper reinforcement.

18 **SECOND CAUSE FOR DISCIPLINE**

19 **(Fraud)**

20 25. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
21 subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:

22 a. Respondent obtained payment from Viking for replacement of the front
23 bumper reinforcement on Mojica's 2005 Toyota Corolla. In fact, that part was not replaced on
24 the vehicle.

25 b. Respondent obtained payment from Viking for replacement of the rear
26 bumper reinforcement on Mojica's 2005 Toyota Corolla. In fact, that part was not replaced on
27 the vehicle.

28 ///

1 Section 9884.8, which shows the automotive repair dealer's registration number and the
2 corresponding business name and address as shown in the Bureau's records.

3 c. **Section 3356, subdivision (a)(2)(A)**: Respondent failed to provide Mojica
4 an invoice for service and repair work performed, and parts supplied, as provided for in Code
5 Section 9884.8, which separately lists, describes and identifies all of the service and repair work
6 performed, including all diagnostic and warranty work, and the price for each described service
7 and repair.

8 d. **Section 3356, subdivision (a)(2)(B)**: Respondent failed to provide Mojica
9 an invoice for service and repair work performed, and parts supplied, as provided for in Code
10 Section 9884.8, which separately lists, describes and identifies each part supplied, in such a
11 manner that the customer can understand what was purchased, and the price for each described
12 part, whether new, used, reconditioned, rebuilt, or an OEM crash part, or a non-OEM aftermarket
13 crash part.

14 e. **Section 3358, subdivision (c)**: Respondent failed to maintain legible
15 copies of all work orders or contracts for repairs, parts and labor.

16 f. **Section 3371**: Respondent made untrue or misleading statements
17 that were known to be false or misleading, or which by the exercise of reasonable care should be
18 known to be false or misleading when it claimed payment for parts that have not been replaced.

19 g. **Section 3373**: Respondent withheld the removal of new parts from the
20 estimate and inserted replacement of parts in the work order, required to be maintained by
21 section 3340.15(f) of this chapter, which caused the invoice to be false or misleading, thereby
22 misleading or deceiving Mojica into believing his vehicle's bumper reinforcements were
23 replaced.

24 **FIFTH CAUSE FOR DISCIPLINE**

25 **(Departure from Accepted Trade Standards)**

26 28. Respondent's registration is subject to disciplinary action pursuant to Code
27 section 9884.7, subdivision (a)(7), in that Respondent willfully departed from accepted trade
28 standards for good and workmanlike repair in a material respect when it failed to obtain the

1 consent of the owner or his duly authorized representative when it decided not to replace the
2 front and rear bumper reinforcements of the vehicle, which was prejudicial to the owner.

3 **OTHER MATTERS**

4 29. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend,
5 revoke, or place on probation the registration for all places of business operated in this state by
6 Respondent Roscos Auto Body & Paint LLC, doing business as Roscos Auto Body & Paint
7 LLC, with Jose Ramon Lopez, Member, upon a finding that said Respondent has, or is, engaged
8 in a course of repeated and willful violations of the laws and regulations pertaining to an
9 automotive repair dealer.

10 **PRAYER**

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

- 13 1. Revoking or suspending Automotive Repair Dealer Number ARD 255269, issued
14 to Roscos Auto Body & Paint LLC, doing business as Roscos Auto Body & Paint LLC, with
15 Jose Ramon Lopez, Member;
- 16 2. Ordering Roscos Auto Body & Paint LLC, doing business as Roscos Auto Body
17 & Paint LLC to pay the Bureau of Automotive Repair the reasonable costs of the investigation
18 and enforcement of this case, pursuant to Business and Professions Code section 125.3; and
- 19 3. Taking such other and further action as deemed necessary and proper.
- 20
21
22

23 DATED: March 20, 2014


24 PATRICK DORAIS
25 Chief
26 Bureau of Automotive Repair
27 Department of Consumer Affairs
28 State of California
Complainant

SD2013706476
70835442.doc