

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

In the Matter of the Accusation Against:

**BLAESI HOLMES RANDALL, OWNER,
DOING BUSINESS AS SCOTTS
PORSCHE SERVICE**
118 Broadway
Chula Vista, CA 91910

Automotive Repair Dealer Registration No.
ARD 261111

Respondent.

Case No. 77/16-47

OAH No. 2016041131

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 November 4, 2016.

DATED: August 31, 2016


DOREATHEA JOHNSON
Deputy Director
Division of Legal Affairs
Department of Consumer Affairs

1 KAMALA D. HARRIS
Attorney General of California
2 GREGORY J. SALUTE
Supervising Deputy Attorney General
3 ADRIAN R. CONTRERAS
Deputy Attorney General
4 State Bar No. 267200
600 West Broadway, Suite 1800
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 738-9443
7 Facsimile: (619) 645-2061
E-mail: Adrian.Contreras@doj.ca.gov
8 *Attorneys for Complainant*

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

12 In the Matter of the Accusation Against:

Case No. 77/16-47

13 **BLAESI HOLMES RANDALL, OWNER,
DOING BUSINESS AS SCOTTS
14 PORSCHE SERVICE
118 Broadway
15 Chula Vista, CA 91910**

OAH No. 2016041131

**STIPULATED REVOCATION OF
LICENSE AND ORDER**

16 **Automotive Repair Dealer Registration No.
ARD 261111**

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

25 PARTIES

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 Adrian R. Contreras, Deputy Attorney
General.

1 a. to Blanca Robles in this case that is the subject of Accusation No. 77/16-47, in
2 the amount of \$2,800.00, unless the debt has been resolved civilly or has been successfully
3 discharged in bankruptcy;

4 b. to Duncan Penn in this case that is the subject of Accusation No. 77/16-47, in
5 the amount of \$4,030.00, unless the debt has been resolved civilly or has been successfully
6 discharged in bankruptcy;

7 c. to Monica Saenz in this case that is the subject of Accusation No. 77/16-47, in
8 the amount of \$2,517.76, unless the debt has been resolved civilly or has been successfully
9 discharged in bankruptcy;

10 d. to Randall Cimatú in this case that is the subject of Accusation No. 77/16-47, in
11 the amount of \$6,000.00, unless the debt has been resolved civilly or has been successfully
12 discharged in bankruptcy;

13 e. to Luis Preciado in this case that is the subject of Accusation No. 77/16-47, in
14 the amount of \$8,357.17, unless the debt has been resolved civilly or has been successfully
15 discharged in bankruptcy;

16 f. to Lydia Ferrer in this case that is the subject of Accusation No. 77/16-47, in
17 the amount of \$2,432.33, unless the debt has been resolved civilly or has been successfully
18 discharged in bankruptcy;

19 g. to Juan Carlos Arce in this case that is the subject of Accusation No. 77/16-47,
20 in the amount of \$561.00, unless the debt has been resolved civilly or has been successfully
21 discharged in bankruptcy;

22 h. to Robert Ortiz in this case that is the subject of Accusation No. 77/16-47, in
23 the amount of \$160.00, unless the debt has been resolved civilly or has been successfully
24 discharged in bankruptcy.

25 ///

26 ///

27 ///

28 ///

Exhibit A

Accusation No. 77/16-47

1 KAMALA D. HARRIS
Attorney General of California
2 GREGORY J. SALUTE
Supervising Deputy Attorney General
3 ADRIAN R. CONTRERAS
Deputy Attorney General
4 State Bar No. 267200
600 West Broadway, Suite 1800
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2634
7 Facsimile: (619) 645-2061
E-mail: Adrian.Contreras@doj.ca.gov
8 *Attorneys for Complainant*

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

12 In the Matter of the Accusation Against:

Case No. 77/16-47

13 **BLAESI HOLMES RANDALL, OWNER
DOING BUSINESS AS SCOTTS
14 PORSCHE SERVICE
118 Broadway
15 Chula Vista, CA 91910**

A C C U S A T I O N

16 **Automotive Repair Dealer No. ARD 261111**

17 Respondent.

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. On or about March 9, 2010, the Bureau of Automotive Repair issued Automotive
24 Repair Dealer Registration Number ARD 261111 (Registration) to Blaesi Holmes Randall,
25 Owner, doing business as Scotts Porsche Service (Respondent). The Registration had the
26 following periods of delinquency:

- 27 • February 28, 2011 - April 11, 2011;
- 28 • February 29, 2012 - April 10, 2012;

- 1 • February 28, 2013 – June 19, 2013;
- 2 • February 28, 2014 – April 25, 2014; and
- 3 • February 28, 2015 – April 22, 2105.

4 The Registration was otherwise in full force and effect at all times relevant to the charges
5 brought herein and will expire on February 29, 2016, unless renewed.

6 JURISDICTION

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

10 4. Section 118, subdivision (b), of the Code provides that the suspension, expiration,
11 surrender, or cancellation of a license shall not deprive the Director of jurisdiction to proceed with
12 a disciplinary action during the period within which the license may be renewed, restored,
13 reissued or reinstated.

14 5. Section 9884.13 of the Code provides, in pertinent part, that the expiration of a valid
15 registration shall not deprive the director or chief of jurisdiction to proceed with a disciplinary
16 proceeding against an automotive repair dealer or to render a decision invalidating a registration
17 temporarily or permanently.

18 6. Section 9884.20 of the Code states:

19 “All accusations against automotive repair dealers shall be filed within three years after the
20 performance of the act or omission alleged as the ground for disciplinary action, except that with
21 respect to an accusation alleging fraud or misrepresentation as a ground for disciplinary action,
22 the accusation may be filed within two years after the discovery, by the bureau, of the alleged
23 facts constituting the fraud or misrepresentation.”

24 7. Section 9884.22 of the Code states:

25 “(a) Notwithstanding any other provision of law, the director may revoke, suspend, or deny
26 at any time any registration required by this article on any of the grounds for disciplinary action
27 provided in this article. The proceedings under this article shall be conducted in accordance with
28

1 Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government
2 Code, and the director shall have all the powers granted therein.

3 "...."

4 STATUTORY PROVISIONS

5 8. Section 22 of the Code states:

6 "(a) 'Board' as used in any provisions of this Code, refers to the board in which the
7 administration of the provision is vested, and unless otherwise expressly provided, shall include
8 'bureau,' 'commission,' 'committee,' 'department,' 'division,' 'examining committee,' 'program,' and
9 'agency.'

10 "(b) Whenever the regulatory program of a board that is subject to review by the Joint
11 Committee on Boards, Commissions, and Consumer Protection, as provided for in Division 1.2
12 (commencing with Section 473), is taken over by the department, that program shall be
13 designated as a 'bureau.'"

14 9. Section 23.7 of the Code states:

15 "Unless otherwise expressly provided, 'license' means license, certificate, registration, or
16 other means to engage in a business or profession regulated by this code or referred to in Section
17 1000 or 3600."

18 10. Section 9884.6 of the Code states:

19 "(a) It is unlawful for any person to be an automotive repair dealer unless that person has
20 registered in accordance with this chapter and unless that registration is currently valid.

21 "...."

22 11. Section 9884.7 of the Code states:

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

28

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

4 “(2) Causing or allowing a customer to sign any work order that does not state the repairs
5 requested by the customer or the automobile's odometer reading at the time of repair.

6 “(3) Failing or refusing to give to a customer a copy of any document requiring his or her
7 signature, as soon as the customer signs the document.

8 “(4) Any other conduct which constitutes fraud.

9 “... ”

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

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

15 “(8) Making false promises of a character likely to influence, persuade, or induce a
16 customer to authorize the repair, service, or maintenance of automobiles.

17 “(9) Having repair work done by someone other than the dealer or his or her employees
18 without the knowledge or consent of the customer unless the dealer can demonstrate that the
19 customer could not reasonably have been notified.

20 “... ”

21 “(c) Notwithstanding subdivision (b), the director may suspend, revoke, or place on
22 probation the registration for all places of business operated in this state by an automotive repair
23 dealer upon a finding that the automotive repair dealer has, or is, engaged in a course of repeated
24 and willful violations of this chapter, or regulations adopted pursuant to it.”

25 12. Section 9884.8 of the Code states:

26 “All work done by an automotive repair dealer, including all warranty work, shall be
27 recorded on an invoice and shall describe all service work done and parts supplied. Service work
28 and parts shall be listed separately on the invoice, which shall also state separately the subtotal

1 prices for service work and for parts, not including sales tax, and shall state separately the sales
2 tax, if any, applicable to each. If any used, rebuilt, or reconditioned parts are supplied, the invoice
3 shall clearly state that fact. If a part of a component system is composed of new and used, rebuilt
4 or reconditioned parts, that invoice shall clearly state that fact. The invoice shall include a
5 statement indicating whether any crash parts are original equipment manufacturer crash parts or
6 nonoriginal equipment manufacturer aftermarket crash parts. One copy of the invoice shall be
7 given to the customer and one copy shall be retained by the automotive repair dealer."

8 13. Section 9884.9 of the Code states:

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

23 "(1) Make a notation on the invoice of the same facts set forth in the notation on the work
24 order.

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

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

1 _____
2 (signature or initials)"

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

5 "(b) The automotive repair dealer shall include with the written estimated price a statement
6 of any automotive repair service that, if required to be done, will be done by someone other than
7 the dealer or his or her employees. No service shall be done by other than the dealer or his or her
8 employees without the consent of the customer, unless the customer cannot reasonably be
9 notified. The dealer shall be responsible, in any case, for any service in the same manner as if the
10 dealer or his or her employees had done the service.

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

18 "(d) A customer may designate another person to authorize work or parts supplied in excess
19 of the estimated price, if the designation is made in writing at the time that the initial
20 authorization to proceed is signed by the customer. The bureau may specify in regulation the
21 form and content of a designation and the procedures to be followed by the automotive repair
22 dealer in recording the designation. For the purposes of this section, a designee shall not be the
23 automotive repair dealer providing repair services or an insurer involved in a claim that includes
24 the motor vehicle being repaired, or an employee or agent or a person acting on behalf of the
25 dealer or insurer."

26 14. Section 9884.11 of the Code states:

27 "Each automotive repair dealer shall maintain any records that are required by regulations
28 adopted to carry out this chapter. Those records shall be open for reasonable inspection by the

1 chief or other law enforcement officials. All of those records shall be maintained for at least three
2 years.”

3 15. Section 9889.50 of the Code states:

4 “The Legislature finds the following:

5 “(1) Thousands of California automobile owners each year require repair of their vehicles as
6 a result of collision or other damage.

7 “(2) California automobile owners are suffering direct and indirect harm through unsafe,
8 improper, incompetent, and fraudulent auto body repairs.

9 “(3) There is a lack of proper training and equipment that auto body repair shops need to
10 meet the demands of the highly evolved and sophisticated automobile manufacturing industry.

11 “(4) California has no minimum standards or requirements for auto body repair shops.

12 “(5) Existing laws currently regulating the auto body industry could be strengthened.

13 “(6) There is a compelling need to increase competency and standards for the auto body
14 repair industry.”

15 16. Section 9889.51 of the Code states:

16 “‘Auto body repair shop’ means a place of business operated by an automotive repair dealer
17 where automotive collision repair or reconstruction of automobile or truck bodies is performed.”

18 REGULATORY PROVISIONS

19 17. California Code of Regulations, title 16, section 3353, states:

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

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

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

1 also describe replacement crash parts as original equipment manufacturer (OEM) crash parts or
2 non-OEM aftermarket crash parts.

3 “(c) Additional Authorization. Except as provided in subsection (f), the dealer shall obtain
4 the customer's authorization before any additional work not estimated is done or parts not
5 estimated are supplied. This authorization shall be in written, oral, or electronic form, and shall
6 describe the additional repairs, parts, labor and the total additional cost.

7 “(1) If the authorization from the customer for additional repairs, parts, or labor in excess of
8 the written estimated price is obtained orally, the dealer shall also make a notation on the work
9 order and on the invoice of the date, time, name of the person authorizing the additional repairs,
10 and the telephone number called, if any, together with the specification of the additional repairs,
11 parts, labor and the total additional cost.

12 “...

13 “(4) The additional repairs, parts, labor, total additional cost, and a statement that the
14 additional repairs were authorized either orally, or by fax, or by e-mail shall be recorded on the
15 final invoice pursuant to Section 9884.9 of the Business and Professions Code. All documentation
16 must be retained pursuant to Section 9884.11 of the Business and Professions Code.

17 “...

18 “(g) Unusual Circumstances; Authorization Required. When the customer is unable to
19 deliver the motor vehicle to the dealer during business hours or if the motor vehicle is towed to
20 the dealer without the customer during business hours, and the customer has requested the dealer
21 to take possession of the motor vehicle for the purpose of repairing or estimating the cost of
22 repairing the motor vehicle, the dealer shall not undertake the diagnosing or repairing of any
23 malfunction of the motor vehicle for compensation unless the dealer has complied with all of the
24 following conditions:

25 “(1) The dealer has prepared a work order stating the written estimated price for labor and
26 parts, as specified in subsection (a) or (b), necessary to repair the motor vehicle; and

27 “(2) By telephone, fax or e-mail, the customer has been given all of the information on the
28 work order and the customer has approved the work order; and

1 “(3) The customer has given oral, written or electronic authorization to the dealer to make
2 the repairs and the dealer has documented the authorization as provided in subsection (c) and
3 Section 9884.9 of the Business and Professions Code.

4 “Any charge for parts or labor in excess of the original written estimated price must be
5 separately authorized by the customer and documented by the dealer, as provided in subsection (c)
6 and Section 9884.9 of the Business and Professions Code.

7 “....”

8 18. California Code of Regulations, title 16, section 3356 states:

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

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

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

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

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

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

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

24 “(E) The applicable sales tax, if any.

25 “....”

26 19. California Code of Regulations, title 16, section 3358 states:

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

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

FACTS

23. At all times alleged in this Accusation, Blaesi Holmes Randall, also known as Randall Holmes Blaesi; Kenneth Rumbaugh; "Scott"; "Randall"; and a Caucasian male about 5'10" tall, 300 pounds, brownish/grayish hair with a flattop haircut, and a small trimmed bear (the Caucasian Male) were acting within the scope of technicians, employees, partners, officers, or members of Respondent.

24. At all times alleged in this Accusation, any allegation of fraud refers to actual fraud. In the alternative, any allegation of fraud refers to constructive fraud as defined in Civil Code sections 1571-1573.

CONSUMER COMPLAINT-BLANCA ROBLES

25. On August 12, 2014, consumer Blanca Robles and her son had her 2003 Porsche Boxster (the Boxster) towed to Respondent's facility so Respondent could inspect it and give her an estimate to repair the clutch. Robles's son spoke with a person named Scott at Respondent's facility. Robles's son signed a work order. The only other information on the signed work order was Robles's son's name and two telephone numbers on the top right section. The parts, labor, and vehicle information sections were blank. Robles's son did not receive a copy of the work order when he signed it. Later, Robles spoke with Kenneth Rumbaugh, who identified himself as Scott. Rumbaugh later provided a verbal estimate to Robles for the clutch at \$598.00. Robles authorized Respondent to repair the clutch for \$598.00.

26. On August 14, 2014, Rumbaugh told Robles to go to Respondent's facility. When she arrived, Rumbaugh showed her a part that was loose and said it should be tight. Rumbaugh advised Robles that the repair would cost an additional \$881.00. Robles protested the increase in the amount. Rumbaugh told Robles the work needed to be done and that the Boxster could not be put back together without the additional repair. Rumbaugh demanded that Robles give him a deposit toward the repairs.

27. On August 14, 2014, Robles gave Rumbaugh a \$900.00 check and the next day gave him a \$500.00 check as a deposit toward the repairs.

1 28. On August 15, 2014, Rumbaugh gave Robles a copy of the work order that her son
2 had signed. This document listed parts, labor, and vehicle information, and noted the two
3 deposits. It did not have a total estimated amount.

4 29. On August 21, 2014, Rumbaugh told Robles he needed more money toward the
5 repairs. Robles gave Rumbaugh \$600.00 in cash and \$200.00 more the next day. Robles did not
6 understand why she had to give Respondent more money. When she would question Rumbaugh
7 about the additional charges, Rumbaugh would be verbally abusive toward her. Robles felt
8 trapped by Rumbaugh and wanted her car back.

9 30. On August 26, 2014, Rumbaugh told Robles she needed to go to Respondent's
10 facility so he could show her the car. When she arrived, Rumbaugh told Robles that the
11 transmission needed to be replaced with a new transmission. Rumbaugh told Robles that the
12 transmission could not be repaired and that the vehicle needed a new one. Rumbaugh told Robles
13 it would cost \$2,800.00. Robles told Rumbaugh she did not have any more money and asked him
14 to put the vehicle back together without a new transmission. Rumbaugh again became verbally
15 abusive to Robles. He told Robles they could not put the vehicle back together without a new
16 transmission and she would have to come up with the additional \$2,800.00 or he would help her
17 sell the vehicle, give her \$7,000.00 for it, and he would keep the rest. Robles felt trapped and
18 declined to sell the vehicle. Robles paid Rumbaugh an additional \$2,500.00.

19 31. On September 4, 2014, Rumbaugh told Robles that the repairs to the vehicle were
20 done. Robles paid Rumbaugh \$870.00 for the balance, received an invoice, and retrieved the
21 vehicle. When she drove it, Robles noticed the clutch did not feel right as she heard a scratching
22 sound and felt roughness in the clutch pedal operation.

23 32. On October 31, 2014, a Bureau representative visited Respondent's facility and spoke
24 with Rumbaugh. The Bureau representative requested the original estimate/work order, invoice,
25 sublet receipts, and parts receipts. Rumbaugh said he did not have a part receipt for the
26 transmission because he had it in stock. He said he was going on vacation for three weeks and
27 could receive the requested documents then. The Bureau representative advised he was making a
28 written request for records and that on November 5, 2014, he would return to receive the

1 requested records. Rumbaugh stated that he was going to call the Bureau representative's
2 supervisor because the Bureau representative was "such a hard [expletive]." Rumbaugh told the
3 Bureau representative to leave the facility. Rumbaugh was loud during the station visit. Later,
4 Rumbaugh spoke to another Bureau representative and agreed to meet with that other Bureau
5 representative on November 5, 2014, about the records request.

6 33. On November 5, 2014, a Bureau representative met with Rumbaugh at Respondent's
7 facility. During that station visit, Rumbaugh stated that Randall Blaesi generated the original
8 estimate with Robles's son. All subsequent contact with Robles and her son was through
9 Rumbaugh. Rumbaugh provided a copy of the invoice, and receipts for parts he said he bought
10 and installed on the Boxster. Rumbaugh stated that the transmission was removed from the
11 Boxster to replace damaged clutch parts. He stated he found the transmission input shaft was also
12 damaged and required replacement. He stated he repaired the transmission but used serviceable
13 internal parts from a good used transmission he already had. He stated he repaired the original
14 transmission instead of replacing it to preserve the vehicle's uniqueness as the vehicle
15 manufacturer maintains a record of the vehicle identification number and the transmission
16 identification number for the transmission originally installed at the factory. He stated if an
17 inspection was done, the identification number from the original transmission should be visible on
18 the transmission Rumbaugh repaired.

19 34. The dates on the parts invoices Rumbaugh provided for the flywheel and clutch
20 master cylinder were inconsistent with the dates when the Boxster was at Respondent's facility.

21 35. On November 10, 2014, a Bureau representative inspected the Boxster. Their
22 inspection revealed the following:

- 23 a. a bell housing bolt and bell housing nut were missing;
- 24 b. a bell housing bolt was loose;
- 25 c. the rear muffler support bracket, V-brace, and hardware were missing;
- 26 d. a shift cable retaining spring was missing and the shift cable was affixed to the
27 bracket with zip ties;
- 28 e. the transmission appeared to have been removed;

1 f. the transmission had identification number EFD29052 stamped on it, meaning it
2 was the original transmission installed by the vehicle manufacturer;

3 g. there were no tool markings on the fasteners that would have to be removed to
4 disassemble the transmission, meaning the transmission had not been disassembled to replace the
5 transmission input shaft and other internal parts;

6 h. there was no sealing compound around the edges and the dirt and grime between
7 the differential and gear box, meaning the transmission had not been disassembled;

8 i. there were no tool marks and the dirt and grime had not been disturbed on the
9 differential oil drain plug, meaning it had not been removed.

10 36. This inspection confirmed poor workmanship because there were missing and loose
11 fasteners and missing brackets and hardware. It also confirmed that transmission was not
12 replaced with a new transmission as Respondent charged Robles in the final invoice. Respondent
13 defrauded Robles \$2,800.00.

14 **CONSUMER COMPLAINT-DUNCAN PENN**

15 37. On October 15, 2013, consumer Duncan Penn had his 2002 Porsche 911 Targa towed
16 to Respondent's facility to determine if the engine could be repaired or needed replacement. Penn
17 dealt with Rumbaugh. Rumbaugh requested a \$2,500.00 deposit.

18 38. On October 17, 2013, Penn paid Rumbaugh \$2,500.00 toward the inspection and
19 repair of the engine.

20 39. On or about October 22, 2013, Rumbaugh told Penn the engine could not be repaired
21 and required replacement. Rumbaugh asked for another deposit of \$1,530.00. On November 7,
22 2013, Penn gave Rumbaugh another deposit of \$1,530.00 toward replacing the engine, bringing
23 the total deposit to \$4,030.00.

24 40. On February 5, 2014, after Penn's repeated requests, Rumbaugh faxed Penn a copy of
25 the work order. Between February 10 and March 3, 2014, Penn periodically asked Rumbaugh
26 when the work would be completed without receiving a definitive answer.

27

28

1 41. On March 6, 2014, Rumbaugh told Penn he had a buyer who would buy the vehicle
2 with the broken engine still in it. Based on a discussion with Rumbaugh, Penn believed he would
3 receive \$17,000.00 for the vehicle and \$4,030.00 for the engine.

4 42. On May 1, 2014, Rumbaugh told Penn that Penn would receive \$16,000.00 for the
5 vehicle and \$4,500.00 to \$5,000.00 for the motor.

6 43. Penn asked Rumbaugh for more information and clarification about the engine
7 services that Respondent purportedly performed. Rumbaugh repeatedly insisted on Penn sending
8 him the vehicle's pink slip. The relationship deteriorated and Penn cancelled the sale of the
9 vehicle.

10 44. On June 18, 2014, Respondent filed a notice of pending lien sale against Penn's
11 vehicle under Civil Code section 3072. Respondent's lien claimed that Penn's vehicle was
12 \$4,000 or less, which contradicted Rumbaugh's previous assessment of over \$16,000.00. The
13 claimed date of possession was October 15, 2013, which is when Penn had his vehicle towed to
14 Respondent's facility to obtain an estimate to repair or replace the engine. The date Penn was
15 purportedly billed was June 15, 2013, which was before the time Respondent had even taken
16 possession of Penn's vehicle. The claimed basis for the lien was for storage of \$3,690 based on
17 storage fees of \$15 a day and \$70 to conduct the lien sale. The date of the pending sale was July
18 24, 2014.

19 45. On June 29, 2014, Penn received the Notice of Pending Lien Sale, which was eleven
20 days after the claimed mailing date and one day after the ten day opposition deadline under Civil
21 Code section 3072.

22 46. On July 3, 2014, Penn mailed an opposition to DMV.

23 47. On August 20, 2014, Respondent filed another notice of pending lien sale against
24 Penn's vehicle. This second notice claimed September 26, 2014, as the pending date of sale. The
25 amount and basis for the lien was claimed to be storage of \$3,900.00 based on storage fees of
26 \$65.00 per day and \$70 to conduct the lien sale.

27 48. On August 30, 2014, Penn signed and mailed his opposition to the sale. On
28 September 3, 2014, he filed a stop request with DMV to stop the lien sale for the vehicle.

1 49. On September 15, 2014, Penn spoke with Blaesi and asked for a copy of the invoice
2 because had had never been billed for services or storage as claimed in the notices of pending lien
3 sales. Blaesi told Penn he had to pay \$10,000.00 for storage fees and removing the engine from
4 the vehicle but refused to provide Penn an invoice.

5 50. On October 31, 2014, Bureau representatives visited Respondent's facility and spoke
6 with Rumbaugh. Rumbaugh stated there was nothing to discuss about Penn's complaint because
7 Respondent owned Penn's vehicle through a lien sale. The vehicle was registered to Blaesi as the
8 owner. Rumbaugh stated the vehicle was towed to Respondent's facility for inspection. He said
9 there was no paperwork because no repairs were done. Rumbaugh claimed Penn abandoned the
10 vehicle and the lien sale was for storage fees only. A Bureau representative asked to review the
11 documents for the tow and lien sale. Rumbaugh then retrieved a folder with several documents.
12 Rumbaugh handed the Bureau representative two DMV documents. When the Bureau
13 representative asked if he copy them, Rumbaugh snatched the documents from the
14 representative's hands, put them in the file, closed it, and said "No."

15 51. The Bureau representative advised he was making a written request for records and
16 that on November 5, 2014, he would return to receive the requested records. Rumbaugh stated
17 that was going to call the Bureau representative's supervisor because the Bureau representative
18 was "such a hard [expletive]." Rumbaugh told the Bureau representative to leave the facility.
19 Rumbaugh was loud during the station visit. Later, Rumbaugh spoke to another Bureau
20 representative and agreed to meet with that other Bureau representative on November 5, 2014,
21 about the records request.

22 52. On November 5, 2014, a Bureau representative met with Rumbaugh at Respondent's
23 facility. During that station visit, Rumbaugh stated that Blaesi initiated the Penn transaction. He
24 stated the vehicle was towed into their shop for an inspection and that, upon his inspection, he
25 found that the engine failed and needed replacement. He stated Respondent's facility performed
26 no repairs on the vehicle. He stated Penn abandoned the vehicle for over a year and that Penn
27 provided a deposit. However, Rumbaugh could not provide the specific amount of Penn's
28 deposit. He stated all money Penn gave him was used for storage fees. He stated he performed

1 the lien sale to recover the remaining storage fees according to DMV instructions. He stated the
2 title for Penn's vehicle was transferred to Blaesi by DMV as a result of the lien sale and that it
3 was at Respondent's facility.

4 53. The Bureau's investigation confirmed that Respondent took possession of Penn's
5 vehicle for inspection and engine replacement. Respondent received \$4,030.00 from Penn for this
6 inspection and replacement. Respondent did not document Penn's authorization for these
7 services. No repairs were performed. There was no agreement for Respondent to store Penn's
8 vehicle. In fact and in truth, as Respondent knew, Penn did not abandon his vehicle. Respondent
9 was not entitled to storage fees because Respondent never completed the repairs; as a result, Penn
10 was never notified of completion or billed for such services. Respondent provided false
11 information to DMV so that DMV would process the lien sale of Penn's vehicle and transfer
12 ownership of it to Blaesi.

13 CONSUMER COMPLAINT-MONICA SAENZ

14 54. On October 13, 2014, consumer Monica Saenz took her 2008 BMW 328i to Penske
15 Collision Center for inspection of collision damage. Saenz thought she needed two estimates
16 before the insurance company would authorize the repairs.

17 55. On October 15, 2014, an insurance adjuster from York Risk Services Insurance
18 inspected Saenz's vehicle. The adjuster advised Saenz that the insurance company would give
19 Saenz \$3,479.65 to cover the collision damage.

20 56. On or about October 20, 2014, on the recommendation of a business contact, Saenz
21 called Respondent's facility and spoke with Scott. Saenz requested a written collision repair
22 estimate. Saenz had the vehicle towed to Respondent's facility based on Scott's instructions.

23 57. On or about October 22, 2014, Scott sent Saenz via text message an image of the
24 York Risk Service insurance estimate.

25 58. On October 23, 2014, Saenz called Scott and told him she never received a written
26 estimate from Respondent; they never negotiated the cost of the repairs; she never authorized any
27 repairs; and she requested that Respondent produce a written estimate. Scott yelled that he was
28

1 repairing Saenz's vehicle per the insurance estimate; that all the repairs would be done in full; and
2 that the cost was \$3,200.00. Scott said the repairs would be completed by October 27, 2014.

3 59. On October 24, 2014, Scott told Saenz that he needed the money because he ordered
4 the parts and needed to pay for them. Scott asked Saenz to deposit the money into Respondent's
5 account. When Saenz asked Scott for his full name and account number, Scott responded,
6 "Randall Holmes Blaesi" and a Bank of America account number. Saenz then went to Bank of
7 America and deposited \$3,200.00 into Respondent's account.

8 60. On October 29, 2014, Saenz told Scott she could pick up the vehicle. Scott said he
9 was preparing a supplemental estimate to submit to the insurance company for additional repairs.
10 Scott insisted that the vehicle needed to stay at Respondent's facility so the adjuster could inspect
11 it. Scott also told Saenz he knew someone wanted to buy it for \$19,000.00.

12 61. On November 6, 2014, Saenz advised Scott that she was going to pick up the vehicle.

13 62. On November 7, 2014, Saenz went to Respondent's facility to pick up the vehicle.
14 When Saenz arrived, she spoke with a stocky Caucasian male with short hair, blue eyes, and a
15 goatee, who said his name was Randall. Saenz recognized this man's voice as Scott. Scott said
16 he wanted to finish the supplement. Saenz advised Scott that she would pick up the vehicle the
17 next day. On the way out of the shop, Saenz got a copy of the supplemental estimate. This
18 supplemental estimate listed the replacement of four oxygen sensors, a torque rod, and a control
19 arm, for a total of \$1,900.00

20 63. On November 8, 2014, Saenz returned to Respondent's facility and met with Scott to
21 pick up the vehicle. Scott said she needed to leave the vehicle for the supplemental inspection.
22 Saenz advised she could return the vehicle to the insurance adjuster for inspection. Saenz
23 questioned the oil change and detail he previously promised because the vehicle had not been
24 detailed. Scott said he previously told her that he would only do the oil change and detail on the
25 condition of selling him the vehicle. In fact and in truth, Scott never mentioned she had to sell
26 him the vehicle to get the oil change and detail. When Saenz asked for a receipt of the services
27 performed, Scott yelled that Saenz already had the receipt, stating it was the insurance estimate.
28 Scott yelled that he repaired the vehicle to the insurance estimate.

1 64. On November 10, 2014, Scott told Saenz the insurance company would arrive at
2 Respondent's facility that day and that he needed the vehicle. Saenz asked for a receipt of the
3 supplemental repairs.

4 65. On November 11, 2014, the insurance adjuster told Saenz that he did not have a copy
5 of any supplemental estimate for additional repairs. Saenz sent the insurance adjuster the copy
6 she received on November 7. Later, Scott called Saenz, asked her why she sent the supplemental
7 estimate to the insurance adjuster, and stated, "you are screwing it all up."

8 66. On November 12, 2014, Saenz took her vehicle to Penske Collision Center for
9 inspection. Their service writer advised that the purported additional repairs performed on the
10 vehicle might be fraudulent. When Saenz and her husband called Scott to ask for an invoice of
11 the repairs that Respondent performed, Scott yelled, "The [expletive] receipt is the insurance
12 estimate. I repaired the BMW to the insurance estimate." Scott then said, "[expletive] this" and
13 hung up the telephone.

14 67. On January 27, 2015, Bureau representatives inspected Saenz's vehicle. A Bureau
15 representative went to Respondent's facility to request all records relating to the Saenz
16 transaction. The Bureau representative spoke with Kenneth Rumbaugh. The Bureau
17 representative asked Rumbaugh where Randall was because that was the man that Saenz had dealt
18 with previously. Rumbaugh stated he was the only person Saenz dealt with and he prepared the
19 supplemental estimate. When the Bureau representative asked to inspect and copy the records
20 relating to the Saenz transaction, Rumbaugh stated he did not work on Saenz's vehicle because he
21 subcontracted the repairs to a body shop down the street. Rumbaugh advised he would have the
22 records ready the next day. Rumbaugh stated he did not buy any of the parts necessary to
23 complete the repairs because the auto body shop that did the repairs bought all the parts. When
24 the Bureau representative asked for the name or address of the auto body shop who performed the
25 repairs, Rumbaugh could not tell the Bureau representative. Rumbaugh stated he promised Saenz
26 he would change the oil and filter and detail the vehicle if he sold the BMW.

27 68. On January 28, 2015, the Bureau representative returned to Respondent's facility to
28 collect the requested records. Rumbaugh did not produce the requested records. Rumbaugh

1 provided a piece of paper with a cell phone number and "person who fixed the car" written on it.
2 Rumbaugh said the person's name was Scott and that Scott did not have a shop at that time
3 because Scott was looking for a new location. Rumbaugh said he never had a copy of the
4 insurance estimate and could not provide one for the Bureau representative to inspect. Rumbaugh
5 provided a copy of Respondent's invoice that failed to list the repairs performed and the parts
6 supplied; failed to list the subtotal price for the parts, service, and repair work performed.

7 69. On February 2, 2015, a Bureau representative called the cell phone number that
8 Rumbaugh previously provided and spoke with a man who identified himself as Scott Whitman.
9 Whitman stated he worked on a BMW for Respondent during October 2014. When questioned,
10 Whitman could not answer many of the Bureau representative questions, like what parts he
11 bought; what area of the vehicle he worked on; how much he charged; and what the color of the
12 vehicle was. Whitman told the Bureau representative he could not provide an invoice because all
13 of his paperwork was lost in a fire that burned down his shop, which was located in National City.

14 70. On March 22, 2014, the facility in National City that Whitman described to the
15 Bureau representative burned in a fire. This was seven months before the repairs on Saenz's
16 vehicle.

17 71. On February 3, 2015, Bureau representatives inspected Saenz's vehicle. The vehicle
18 had not been in any accidents and had no other auto body repairs done since Respondent
19 performed the repairs. This inspection revealed that all but one of the parts and two of the labor
20 items listed on the insurance estimate had not been performed and additional damage to the
21 structure had not been identified and repaired thusly:

22 a. Insurance Estimate Line Item 1 is for additional labor to rope the windshield. This
23 is needed to refinish (paint) the quarter panels that continue up through the roof and down the A-
24 pillars. Because the quarter panels were never refinished, there was no need to remove rope on
25 the windshield.

26 b. Insurance Estimate Line Item 2 is to remove and install the left roof drip molding.
27 This is needed to refinish the quarter panels that continue up through the roof and down the A-
28

1 pillars. Because the quarter panels were never refinished, there was no need to remove and install
2 the left roof drip molding.

3 c. Insurance Estimate Line Item 3 is to remove and install the right roof drip molding.
4 This is needed to refinish the quarter panels that continue up through the roof and down the A-
5 pillars. Because the quarter panels were never refinished, there was no need to remove and install
6 the right roof drip molding.

7 d. Insurance Estimate Line Item 4 is to remove and install the left rocker panel
8 deflector. This is needed to refinish the quarter panels. Because the quarter panels were never
9 refinished, there was no need to remove and install the left rocker panel deflector.

10 e. Insurance Estimate Line Item 5 is to remove and install the right rocker panel
11 deflector. This is needed to refinish the quarter panels. Because the quarter panels were never
12 refinished, there was no need to remove and install the right rocker panel deflector.

13 f. Insurance Estimate Line Item 6 is to blend and refinish the left quarter panel. This
14 was not done. The quarter panels had the same paint thickness as the factory paint thickness.

15 g. Insurance Estimate Line Item 7 is to blend and refinish the right quarter panel.
16 This was not done. The quarter panels had the same paint thickness as the factory paint thickness.

17 h. Insurance Estimate Line Item 8 is to blend and refinish the right fuel filler door.
18 This was not done. The fuel filler door had the same paint thickness as the factory paint
19 thickness.

20 i. Insurance Estimate Line Item 9 is to remove and install the right fuel filler door.
21 This is needed to refinish the quarter panels. Because the quarter panels were never refinished,
22 there was no need to remove and install the right fuel filler door.

23 j. Insurance Estimate Line Item 10 is the subcontracted repair to remove and install
24 the left shaded quarter glass. This is needed to refinish the quarter panels. Because the quarter
25 panels were never refinished, there was no need to remove and install the left shaded quarter
26 glass.

27 k. Insurance Estimate Line Item 11 is the subcontracted repair to remove and install
28 the right shaded quarter glass. This is needed to refinish the quarter panels. Because the quarter

1 panels were never refinished, there was no need to remove and install the right shaded quarter
2 glass.

3 l. Insurance Estimate Line Item 12 is to remove and install the left quarter panel
4 shield. This is needed to refinish the quarter panels. Because the quarter panels were never
5 refinished, there was no need to remove and install the left quarter panel shield.

6 m. Insurance Estimate Line Item 13 is to remove and install the right quarter panel
7 shield. This is needed to refinish the quarter panels. Because the quarter panels were never
8 refinished, there was no need to remove and install the right quarter panel shield.

9 n. Insurance Estimate Line Item 14 is for additional labor to rope the back glass. This
10 is needed to refinish the quarter panels that continue up through the C-pillars to the roof. Because
11 the quarter panels were never refinished, there was no need to rope the back glass.

12 o. Insurance Estimate Line Item 15 is to replace the rear deck lid. The rear deck lid
13 was repaired, not replaced.

14 p. Insurance Estimate Line Item 17 is to replace the deck lid name plate. The deck lid
15 name plate was re-used, not replaced.

16 q. Insurance Estimate Line Item 19 is to replace the rear bumper cover. The rear
17 bumper cover was repaired, not replaced.

18 r. Insurance Estimate Line Item 21 is to replace the rear bumper cover support. The
19 rear bumper cover support was re-used, not replaced.

20 s. Insurance Estimate Line Item 22 is to replace the rear bumper reinforcement bar.
21 The rear bumper reinforcement bar was re-used, not replaced.

22 72. The following table summarizes Respondent's fraudulent charges to Saenz:

23

LINE#	OPERATION	DESCRIPTION	COST	LABOR	PAINT
24 1	Additional Labor	Rope Front Windshield		\$ 26.00	
25 2	R & I Assembly	Mldg, Roof Drip LT		\$ 20.80	
26 3	R & I Assembly	Mldg, Roof Drip RT		\$ 20.80	
27 4	R & I Assembly	Deflector, Rocker Panel LT		\$ 31.20	
28 5	R & I Assembly	Deflector, Rocker Panel RT		\$ 31.20	

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

6	Blend Refinish	Panel, Quarter LT			\$ 114.40
7	Blend Refinish	Panel, Quarter RT			\$ 78.00
8	Blend Refinish	Door, Fuel Filler RT			\$ 10.40
9	R & I Assembly	Door, Fuel Filler RT		\$ 15.60	
10	Sublet Repair	Glass, Quarter Shaded LT	\$ 90.00		
11	Sublet Repair	Glass, Quarter Shaded RT	\$ 90.00		
12	R & I Assembly	Shield, Quarter Panel LT		\$ 26.00	
13	R & I Assembly	Shield, Quarter Panel RT		\$ 15.60	
14	Additional Labor	Rope Back Glass		\$ 26.00	
15	Replace	Lid, Rear Deck	\$ 663.95	\$ 171.60	
17	Replace	N/Plate, Deck Lid	\$ 25.30	\$ 10.40	
19	Replace	Cover, Rear Bumper	\$ 506.00	\$ 31.20	
21	Replace	Supt, RR Bumper Cover	\$ 20.00	\$ 10.40	
22	Replace	Reinf, Rear Bumper	\$ 266.75	\$ 83.20	
SUBTOTALS			\$1,662.00	\$ 520.00	\$ 202.80
TOTAL			\$2,384.80		
TAX			\$132.96		
TOTAL FRAUD			\$2,517.76		

UNDERCOVER RUN-2001 PORSCHE

73. On February 17, 2015, a Bureau undercover operator drove a Bureau-documented 2001 Porsche to Respondent's facility for service. The following introduced malfunction was placed on the vehicle: installation of a defective (open ground) ignition coil. In this documented condition, an acceptable repair would be to replace six ignition coils, clear Diagnostic Trouble Codes from the vehicle computer's memory, and reset the OBDII diagnostic monitors. No other services were needed in the vehicle's documented condition. The undercover operator was previously instructed to drive the vehicle to Respondent's facility and request diagnosis of the poor engine running and illuminate check engine warning light.

1 74. At 1215 hours, the undercover operator drove to Respondent's facility and spoke with
2 the Caucasian Male. The undercover operator told the Caucasian Male the yellow light on the
3 dashboard was on and the engine was running rough. The Caucasian Male instructed the
4 undercover operator to move the vehicle into the driveway. The Caucasian Male saw the engine
5 was running rough and the check engine light and stated it was probably the coil packs because
6 they are a common problem with these cars. The Caucasian Male connected a scan tool to the
7 vehicle and said the coil for cylinder number one was bad but it was better to replace them all.
8 The undercover operator asked to make the vehicle run normally. The Caucasian Male asked if
9 the undercover operator was a cop; the undercover operator said "No." The Caucasian Male and
10 undercover operator went to the counter. The Caucasian Male told the undercover operator he
11 would replace the spark plugs while replacing the coils. The Caucasian Male said the spark plug
12 tube O-rings could be leaking oil, causing the spark plug and coil to foul out. The Caucasian
13 Male said it would be 2.5-3 hours labor to replace the coils and plugs; \$76.00 for each of the six
14 coils; \$9.00 for each of the six spark plugs; \$14.50 for O-rings; and \$25.00 in tax.

15 75. The Caucasian Male gave the undercover operator a blank repair order and told him
16 to write his name and phone number and sign it. The undercover operator wrote the fictitious
17 name Garrett Dean, a phone number, and signed the bottom of the repair order. The Caucasian
18 Male took the repair order and wrote "Randall" in the "written by" box and \$970.00 in the
19 "estimated cost" box. The Caucasian Male gave the undercover operator a copy of the repair
20 order and told him it would cost \$970.00-975.00. The undercover operator asked the Caucasian
21 Male for his name and the Caucasian Male answered, "Randall." At 1230 hours, the undercover
22 operator left Respondent's facility.

23 76. On February 19, 2015, the undercover operator called Respondent's facility and spoke
24 with the Caucasian Male. The Caucasian Male said the vehicle was ready and the total amount
25 was \$1,004.23.

26 77. On February 20, 2015, at 1034 hours, the undercover operator went to Respondent's
27 facility to pick up the Bureau-documented vehicle. The Caucasian Male told the undercover
28 operator the vehicle was running beautifully and he test drove it at 130 miles per hour. The

1 Caucasian Male said there was no oil leak in the spark plug tubes and the ignition coils were bad.
2 The Caucasian Male told the undercover operator the spark plugs were "bad, really, bad." The
3 Caucasian Male started the vehicle and said, "see it runs like a champ." The undercover operator
4 and the Caucasian Male went to the counter. The Caucasian Male gave the undercover operator
5 an invoice. The undercover operator paid the Caucasian Male \$1,020.00; the Caucasian Male
6 returned \$20.00 to the undercover operator and said \$4.00 would not kill him. At 1052 hours, the
7 undercover operator then left the facility and transferred custody of the vehicle to a Bureau
8 representative. Respondent's invoice listed the following parts as replaced: six coils, six spark
9 plugs, and six coils connectors, with a charge for each.

10 78. A Bureau representative later reinspected the vehicle. The coils connector listed on
11 Respondent's invoice is included with a new replacement BERU branded ignition coil and is not
12 required to be bought separately when buying a new replacement BERU branded engine ignition
13 coil. Respondent replaced all six engine ignition coils with six BERU branded engine ignition
14 coils that would have included the coils connector. Respondent unnecessarily replaced the spark
15 plugs that were previously installed on the vehicle because they only had about eighteen miles on
16 them when they were taken to Respondent's facility. The spark plugs and coils had been
17 replaced. No further replacement or repairs had been done.

18 **CONSUMER COMPLAINT-RANDALL CIMATU/ENRICO LOPEZ**

19 79. On or about April 2, 2014, Respondent sold consumers Randel Cimatu and Enrico
20 Lopez a 2002 Porsche Targa for \$16,000.00. This vehicle was in fact consumer Duncan Penn's
21 vehicle. In addition to this purchase price, Cimatu and Lopez paid Respondent \$3,000.00 for
22 repairs and another \$3,000.00 in the event additional repairs were needed, for a total payment to
23 Respondent of \$22,000.00. Respondent was supposed to return \$3,000.00 to Cimatu and Lopez.
24 Despite Respondent receiving payment and Cimatu and Lopez repeatedly asking for the title and
25 vehicle, Respondent never gave Cimatu and Lopez the vehicle or the \$3,000.00. He never
26 transferred to them the title of the vehicle or performed any repairs on it as contracted.

27 ///

28 ///

1 copy of the invoice from California Smog Check & Repair (Respondent's subcontractor) and a
2 copy of Respondent's incomplete estimate.

3 86. After Respondent had given Ferrer the vehicle, it operated worse then when she had
4 previously left it with Respondent.

5 87. Ferrer had another repair shop inspect the vehicle. This repair shop had diagnosed and
6 replaced the anti-lock brake system by replacing one front wheel speed sensor for \$156.33, plus
7 \$120.00 as labor; a brake system bleed for \$120.00; and repaired the warning light on the
8 dashboard with an "emission reset" for \$36.00. According to this repair shop, the wheel sensor
9 appeared new, including the one they replaced; there were no issues with the wiring and no rodent
10 damage was noted. After this repair facility worked on the vehicle, it operated without any other
11 problems.

12 88. On August 6, 2015, a Bureau representative spoke with Justin Devin, owner of
13 California Smog Check & Repair. Devin said they performed no diagnosis on Ferrer's vehicle.
14 On or about June 6, 2015, they replaced the anti-lock brake module with a used module from a
15 wrecking yard as requested by Rumbaugh. After they replaced the anti-lock brake module, the
16 vehicle still had brake problems and a diagnostic trouble code related to anti-lock brakes.
17 Rumbaugh did not want to pay for diagnosis and accepted the vehicle with a written warning that
18 the anti-lock system was potentially unsafe and needed further diagnosis and repair. Devin did
19 not notice any electrical shorts or rodent damage when they had the vehicle.

20 89. On August 11, 2015, a Bureau representative spoke with Rumbaugh. Rumbaugh said
21 he told Ferrer he would repair her vehicle's anti-lock brake system failure and repair the cause of
22 the dashboard warning light illuminating. Rumbaugh said he used a paper clip to diagnose the
23 anti-lock system failure. By using the paper clip to jump across two wires, the warning lamp
24 would flash a code. Rumbaugh said he used this method to determine all the wheel sensors were
25 bad and the anti-lock brake system module was also bad. Rumbaugh said he does not work on
26 anti-lock brake modules and does not have the equipment to replace the module. Rumbaugh said
27 he sublet the module repairs to another shop because they have the proper equipment. Rumbaugh
28 could not answer why he kept the vehicle for three months, why he charged Ferrer \$2,000.00 for

1 repairs that did not correct the anti-lock brake system malfunction, or why he charged for storage
2 fees. Rumbaugh said he could not repair the vehicle because it had electrical shorts in the wiring
3 related to the anti-lock brake system that was caused by a mouse chewing on the wires causing
4 electrical shorts.

5 CONSUMER COMPLAINT-JUAN CARLOS ARCE

6 90. In 2015, Consumer Juan Carlos Arce's 2008 Porsche Cayenne would not start. On or
7 about October 12, 2015, Arce had the vehicle towed to Respondent's facility for diagnosis and
8 repair. Arce was given an estimate over the phone by Randall. When Arce arrived at
9 Respondent's facility, Arce authorized Randall to perform the diagnosis.

10 91. On or about October 22, 2015, Arce returned to Respondent's facility to check on the
11 progress of the transaction. Randall told Arce that additional diagnosis and repair was needed but
12 did not specify what would be performed. Arce authorized these services.

13 92. On or about October 30, 2015, Arce returned to Respondent's facility to pick up the
14 vehicle. Respondent had replaced the battery without Arce's consent. Arce did not receive an
15 invoice from Respondent and did not know what exactly had been performed on his vehicle.

16 93. On or about November 6, 2015, a Bureau representative visited Respondent's facility
17 and spoke to Rumbaugh about the Arce transaction. Rumbaugh said the Arce's vehicle was
18 towed to Respondent's facility for diagnosis and repair because the engine would not start. He
19 subcontracted the vehicle to Hoehn Porsche for diagnosis, who found water intrusion, what
20 appeared to be an incorrect wiring harness, and water damage to the interior wiring harness.
21 Hoehn Porsche declined to perform any additional diagnosis or repairs. Rumbaugh said he
22 repaired the Dmobilizer by soldering a circuit on the circuit board and he rewired the main
23 harness. Rumbaugh said he subcontracted the vehicle to Gerald Kendrick (Kendrick) to repair the
24 wiring and reprogram the Dmobilizer. He said Kendrick had to rewire the entire main harness.
25 Kendrick was able to get the engine to start but found misfire codes stored in the vehicle's
26 electronic control unit. Rumbaugh said six ignition coils and six spark plugs needed replacement
27 due to damage from water intrusion. He said Arce bought and provided the ignition coils and
28 spark plugs.

1 94. On or about November 16, 2015, a Bureau representative inspected Arce's vehicle.
2 The Bureau representative then returned to Respondent's facility and spoke with Rumbaugh.
3 Rumbaugh provided a copy of the Hoehn Porsche invoice for Arce's vehicle.

4 95. Later during the investigation, the Bureau representative returned to Respondent's
5 facility and spoke with Rumbaugh. Rumbaugh admitted that he repaired the Dmobilizer and did
6 not replace it as invoiced. Respondent charged Arce \$561.00 to install a new Dmobilizer.

7 **CONSUMER COMPLAINT-ROBERTO ORTIZ**

8 96. On or about October 10, 2015, consumer Robert Ortiz towed his 1968 Porsche 911 to
9 Respondent's facility to have the carburetors overhauled and the vehicle run properly for an
10 original estimated price of \$1,200.00. No other services were authorized and Ortiz dealt with
11 Randall. Ortiz paid Randall \$500.00 to begin the repairs. On or about November 20, 2015,
12 Randall told Ortiz that the bill increased to \$1,900.00 because the vehicle needed spark plugs and
13 ignition points. In addition, he said the vehicle would need to be turned on a dynamometer and
14 the correct jets installed in the carburetors at additional cost. Ortiz told Randall to stop all repairs
15 until Ortiz could visit Respondent's facility to meet and confer.

16 97. On or about November 23, 2015, Ortiz visited Respondent's facility and spoke with
17 Randall. Randall demanded payment of the \$1,900.00 total and threatened to place a lien on the
18 vehicle if he was not paid this amount. Ortiz paid Randall the remaining \$1,400.00. When Ortiz
19 left Respondent's facility with his vehicle, he noticed that it sputtered severely when he drove it.

20 98. On or about January 15, 2016, a Bureau representative visited Respondent's facility
21 and spoke with Rumbaugh. Rumbaugh said he was the only person at Respondent's facility that
22 dealt with Ortiz. He said he gave Ortiz an estimate of \$1,200.00 to overhaul the carburetors and
23 get the vehicle to run properly. Rumbaugh said the amount increased because the vehicle needed
24 more parts and labor to get it to run properly than he originally estimated. He said the velocity
25 stacks were melted on the carburetors. He said he replaced them with the stainless steel velocity
26 stacks from his own vehicle. He said the carburetors were aftermarket Weber carburetors and
27 would require re-jetting and tuning on a dynamometer. The Bureau representative requested all
28

1 estimates, invoices, parts receipts, and subcontractors' receipts and advised he would return in a
2 few days to pick them up

3 99. On or about January 20, 2016, the Bureau representative returned to Respondent's
4 facility to pick up the requested records. Rumbaugh produced the invoice, five WorldPac parts
5 invoices, and one Porsche mailorder parts invoice. Rumbaugh said he did not have a receipt for
6 the velocity stacks because he owned them. He said he had the taillight lenses in his inventory for
7 17 years and so did not have a receipt.

8 100. Rumbaugh replaced the velocity stacks with used parts rather than the new parts for
9 which he charged Ortiz \$160.00.

10 **FIRST CAUSE FOR DISCIPLINE**

11 **(Untrue or Misleading Statements)**

12 101. Complainant re-alleges and incorporates by reference the allegations set forth above
13 in the foregoing paragraphs.

14 102. Respondent's registration is subject to disciplinary action under Code section 9884.7,
15 subdivision (a)(1), in that Respondent made or authorized in any manner or by any means
16 whatever any statement written or oral which is untrue or misleading, and which is known, or
17 which by the exercise of reasonable care should be known, to be untrue or misleading in the
18 following respect:

19 a. For the Robles transaction, Respondent contracted with Robles for a new
20 transmission for \$2,800.00. In truth and in fact, as Respondent knew, these services were not
21 performed or were never going to be performed. Respondent intended Robles to rely on this
22 statement to persuade Robles to pay Respondent. Robles justifiably relied on this
23 misrepresentation. As a result, Robles paid Respondent \$2,800.00 for these services.

24 b. For the Penn transaction, Respondent contracted with Penn for automotive
25 repairs for \$4,030.00. In truth and in fact, as Respondent knew, these services were not
26 performed or were never going to be performed. Respondent intended Penn to rely on this
27 statement to persuade Penn to pay Respondent. Penn justifiably relied on this misrepresentation.
28 As a result, Penn paid Respondent \$4,030.00 for these services.

1 c. For the Saenz transaction, Respondent contracted with Saenz for automotive
2 repairs for \$2,517.76. In truth and in fact, as Respondent knew, these services were not
3 performed or were never going to be performed. Respondent intended Saenz to rely on this
4 statement to persuade Saenz to pay Respondent. Saenz justifiably relied on this
5 misrepresentation. As a result, Saenz paid Respondent \$2,517.76 for these services.

6 d. For the undercover operation, Respondent contracted with the undercover
7 operator for automotive repairs. In truth and in fact, as Respondent knew, these services were not
8 performed, were unnecessary, or were never going to be performed. Respondent intended the
9 undercover operator to rely on this statement to persuade the undercover operator to pay
10 Respondent. The undercover operator justifiably relied on this misrepresentation. As a result, the
11 undercover operator paid Respondent \$54.00 for six spark plugs and \$87.00 for six coil
12 connectors that were not needed.

13 e. For the Cimatu/Lopez transaction, Respondent contracted with Cimatu and
14 Lopez for \$6,000.00 in automotive repairs to their vehicle. In truth and in fact, as Respondent
15 knew, these services were not performed, were unnecessary, or were never going to be performed.
16 Respondent intended Cimatu and Lopez to rely on this statement to persuade Cimatu and Lopez
17 to pay Respondent. Cimatu and Lopez justifiably relied on this misrepresentation. As a result,
18 Cimatu and Lopez paid Respondent \$6,000.00 for repairs that were never performed.

19 f. For the Preciado transaction, Respondent contracted with Preciado for
20 \$8,357.17 in automotive repairs to his vehicle. In truth and in fact, as Respondent knew, these
21 services were not performed, were unnecessary, or were never going to be performed.
22 Respondent intended Preciado to rely on this statement to persuade Preciado to pay Respondent.
23 Preciado justifiably relied on this misrepresentation. As a result, Preciado paid Respondent
24 \$8,357.17 for repairs that were never performed.

25 g. For the Ferrer transaction, Respondent contracted with Ferrer for \$2,000.00 in
26 automotive repairs to her vehicle. In truth and in fact, as Respondent knew, these services were
27 not performed, were unnecessary, or were never going to be performed. Respondent intended
28 Ferrer to rely on this statement to persuade Ferrer to pay Respondent. Ferrer justifiably relied on

1 this misrepresentation. As a result, Ferrer paid Respondent \$2,000.00 for repairs that were never
2 performed. Ferrer had to pay another repair shop \$432.33 to diagnose and repair the vehicle.

3 h. For the Arce transaction, Respondent contracted with Arce for automotive
4 repairs to his vehicle, including installing a new Dmobilizer. In truth and in fact, as Respondent
5 knew, these services were not performed, were unnecessary, or were never going to be performed.
6 Respondent intended Arce to rely on this statement to persuade Arce to pay Respondent. Arce
7 justifiably relied on this misrepresentation. As a result, Arce paid Respondent for these services.

8 i. For the Ortiz transaction, Respondent contracted with Ortiz for automotive
9 repairs to his vehicle, including installing new velocity stacks. In truth and in fact, as Respondent
10 knew, these services were not performed, were unnecessary, or were never going to be performed.
11 Respondent intended Ortiz to rely on this statement to persuade Ortiz to pay Respondent. Ortiz
12 justifiably relied on this misrepresentation. As a result, Ortiz paid Respondent for these services.

13 SECOND CAUSE FOR DISCIPLINE

14 (Fraud)

15 103. Complainant re-alleges and incorporates by reference the allegations set forth above
16 in the foregoing paragraphs.

17 104. Respondent's registration is subject to disciplinary action under Code section 9884.7,
18 subdivision (a)(4), in that Respondent committed fraud in the following respect:

19 a. For the Robles transaction, Respondent contracted with Robles for a new
20 transmission for \$2,800.00. In truth and in fact, as Respondent knew, these services were not
21 performed. Respondent intended Robles to rely on this statement to persuade Robles to pay
22 Respondent. Robles justifiably relied on this misrepresentation. As a result, Robles paid
23 Respondent \$2,800.00 for these services.

24 b. For the Penn transaction, Respondent contracted with Penn for automotive
25 repairs for \$4,030.00. In truth and in fact, as Respondent knew, these services were not
26 performed or were never going to be performed. Respondent intended Penn to rely on this
27 statement to persuade Penn to pay Respondent. Penn justifiably relied on this misrepresentation.
28 As a result, Penn paid Respondent \$4,030.00 for these services.

1 c. For the Saenz transaction, Respondent contracted with Saenz for automotive
2 repairs for \$2,517.76. In truth and in fact, as Respondent knew, these services were not
3 performed or were never going to be performed. Respondent intended Saenz to rely on this
4 statement to persuade Saenz to pay Respondent. Saenz justifiably relied on this
5 misrepresentation. As a result, Saenz paid Respondent \$2,517.76 for these services.

6 d. For the undercover operation, Respondent contracted with the undercover
7 operator for automotive repairs. In truth and in fact, as Respondent knew, these services were not
8 performed, were unnecessary, or were never going to be performed. Respondent intended the
9 undercover operator to rely on this statement to persuade the undercover operator to pay
10 Respondent. The undercover operator justifiably relied on this misrepresentation. As a result, the
11 undercover operator paid Respondent \$54.00 for six spark plugs and \$87.00 for six coil
12 connectors that were not needed.

13 e. For the Cimatu/Lopez transaction, Respondent contracted with Cimatu and
14 Lopez for \$6,000.00 in automotive repairs to their vehicle. In truth and in fact, as Respondent
15 knew, these services were not performed, were unnecessary, or were never going to be performed.
16 Respondent intended Cimatu and Lopez to rely on this statement to persuade Cimatu and Lopez
17 to pay Respondent. Cimatu and Lopez justifiably relied on this misrepresentation. As a result,
18 Cimatu and Lopez paid Respondent \$6,000.00 for repairs that were never performed.

19 f. For the Preciado transaction, Respondent contracted with Preciado for
20 \$8,357.17 in automotive repairs to his vehicle. In truth and in fact, as Respondent knew, these
21 services were not performed, were unnecessary, or were never going to be performed.
22 Respondent intended Preciado to rely on this statement to persuade Preciado to pay Respondent.
23 Preciado justifiably relied on this misrepresentation. As a result, Preciado paid Respondent
24 \$8,357.17 for repairs that were never performed.

25 g. For the Ferrer transaction, Respondent contracted with Ferrer for \$2,000.00 in
26 automotive repairs to her vehicle. In truth and in fact, as Respondent knew, these services were
27 not performed, were unnecessary, or were never going to be performed. Respondent intended
28 Ferrer to rely on this statement to persuade Ferrer to pay Respondent. Ferrer justifiably relied on

1 this misrepresentation. As a result, Ferrer paid Respondent \$2,000.00 for repairs that were never
2 performed. Ferrer had to pay another repair shop \$432.33 to diagnose and repair the vehicle.

3 h. For the Arce transaction, Respondent contracted with Arce for automotive
4 repairs to his vehicle, including installing a new Dmobilizer. In truth and in fact, as Respondent
5 knew, these services were not performed, were unnecessary, or were never going to be performed.
6 Respondent intended Arce to rely on this statement to persuade Arce to pay Respondent. Arce
7 justifiably relied on this misrepresentation. As a result, Arce paid Respondent for these services.

8 i. For the Ortiz transaction, Respondent contracted with Ortiz for automotive
9 repairs to his vehicle, including installing new velocity stacks. In truth and in fact, as Respondent
10 knew, these services were not performed, were unnecessary, or were never going to be performed.
11 Respondent intended Ortiz to rely on this statement to persuade Ortiz to pay Respondent. Ortiz
12 justifiably relied on this misrepresentation. As a result, Ortiz paid Respondent for these services.

13 THIRD CAUSE FOR DISCIPLINE

14 (Failure to State Requested Repairs in Work Order)

15 105. Complainant re-alleges and incorporates by reference the allegations set forth above
16 in the foregoing paragraphs.

17 106. Respondent's registration is subject to disciplinary action under Code section 9884.7,
18 subdivision (a)(2), in that Respondent caused or allowed a customer to sign a work order that does
19 not state the repairs requested by the customer or the automobile's odometer reading at the time of
20 repair.

21 107. For the Robles transaction, Respondent's estimate and invoice did not show the
22 odometer reading or state the requested repairs on a signed work order.

23 108. For the undercover operation, Respondent did not list the requested repairs or the
24 odometer reading on the signed work order.

25 109. For the Preciado transaction, Respondent did not list the requested repairs or the
26 odometer reading on the signed work order.

27 110. For the Ferrer transaction, Respondent did not record the odometer reading on a
28 signed document.

1 111. For the Arce transaction, Respondent did not record the odometer reading on a signed
2 document.

3 **FOURTH CAUSE FOR DISCIPLINE**

4 **(Invoice Violations)**

5 112. Complainant re-alleges and incorporates by reference the allegations set forth above
6 in the foregoing paragraphs.

7 113. Respondent's registration is subject to disciplinary action under Code section 9884.7,
8 subdivision (a)(6) in conjunction with Code section 9884.8 in that Respondent failed to comply
9 with invoice requirements.

10 114. On the Robles transaction, Respondent's invoice failed to show the business name on
11 the invoiced as registered. It failed to record all repair work performed, all parts supplied, and a
12 price for each. It further violates the requirements thusly:

13 a. **Regulations section 3356, subd. (a)(1)**: Respondent failed to show the registered
14 business name, Scotts Porsche Service.

15 b. **Regulations section 3356, subd. (a)(2)(A)**: Respondent failed to itemize the
16 installation of the new transmission listed on the invoice and the price to install the wheel hub,
17 bearings, and master cylinder.

18 c. **Regulations section 3356, subd. (a)(2)(B)**: Respondent failed to list the pilot
19 bearing, release bearing, and release arm spring that were listed on the parts receipt.

20 d. **Regulations section 3356, subd. (a)(2)(E)**: Respondent failed to state the tax on
21 the parts installed.

22 115. On the Saenz transaction, Respondent failed to provide the customer with a copy of
23 the final invoice. Respondent's also committed violations thusly:

24 a. **Regulations section 3356, subd. (a)**: Respondent failed to provide the customer
25 with a copy of the final invoice.

26 116. On the undercover operation, Respondent committed violations thusly:

27 a. **Regulations section 3356, subd. (a)(1)**: Respondent failed to list the registered
28 name, Scotts Porsche Service, on the invoice.

1 121. Respondent is subject to disciplinary action under Code section 9884.6, subdivision
2 (a) in that Respondent operated as an automotive repair dealer with a registration that was not
3 valid during the Cimatu/Lopez transaction.

4 **SIXTH CAUSE FOR DISCIPLINE**

5 **(Violation of Estimate and Authorization Requirements)**

6 122. Complainant re-alleges and incorporates by reference the allegations set forth above
7 in the foregoing paragraphs.

8 123. Respondent's registration is subject to disciplinary action under Code section 9884.7,
9 subdivision (a)(6) in conjunction with Code section 9884.9 and the Regulations for violating the
10 requirements for estimates and authorization.

11 124. For the Robles transaction, Respondent's violations are thusly:

12 a. **Code section 9884.9, subd. (a)**: Failure to obtain specific authorization from
13 the customer before initiating the repairs; failure to provide a written estimated price for parts and
14 labor for a specific job before initiating the repairs; failure to properly record additional oral
15 authorization on the work order and invoice.

16 b. **Code section 9884.9, subd. (b)**: Failure to notify customer that the clutch cover
17 and flywheel was sublet to be resurfaced.

18 c. **Regulations section 3353**: Having the customer sign an estimate that did not
19 state the customer's request, an estimated amount, or a specific repair.

20 d. **Regulations section 3353, subd. (a)**: Failure to give the customer a copy of the
21 signed estimate immediately upon signature; estimate did not state an estimated amount or
22 specific repair.

23 e. **Regulations section 3353, subd. (c)(1)**: Failure to record the details of
24 additional authorizations on the work order and invoice.

25 125. For the Penn transaction, Respondent's violations are thusly:

26 a. **Code section 9884.9, subd. (a)**: Failure to document authorization on the work
27 order.

1 b. Code section 9884.9, subd. (a)(1): Failure to document additional
2 authorization on the invoice.

3 c. Regulations section 3353: Having the customer sign an estimate that did not
4 state the customer's request, an estimated amount, or a specific repair.

5 d. Regulations section 3353, subd. (a): Failure to give the customer a copy of the
6 signed estimate immediately upon signature; estimate did not state an estimated amount or
7 specific repair.

8 e. Regulations section 3353, subd. (c)(1): Failure to record the details of
9 additional authorizations on the work order and invoice.

10 126. For the Saenz transaction, Respondent's violations are thusly:

11 a. Code section 9884.9, subd. (a): Failure to provide the customer with a written
12 estimate for a specific job.

13 b. Regulations section 3353, subd. (b): Failure to provide the customer with a
14 written estimate for a specific job.

15 127. For the undercover operation, Respondent's violations are thusly:

16 a. Regulations section 3353: Failure to obtain the undercover operator's signature
17 on a written estimate for diagnostic work before connecting a scanner to the vehicle and
18 performing diagnostic work.

19 b. Regulations section 3353, subd. (a): Failure to provide a written estimate
20 before performing diagnostic work. The written estimate signed by the undercover operator after
21 the diagnostic work was done showed an estimated cost for repairs but did not show parts and
22 labor and did not describe a specific job.

23 c. Regulations section 3353, subd. (c)(1): The repairs listed on Respondent's
24 invoice were the result of unauthorized diagnostic work and should have been documented as
25 additional oral authorization but was not.

26 128. For the Cimatu/Lopez transaction, Respondent's violations are thusly:

27 a. Code section 9884.9, subd. (a): Failure to describe labor for the parts listed and
28 parts not described in a way the customer would understand what was purchased.

1 b. Regulations section 3353, subd. (a): Failure to describe labor for the parts
2 listed and parts not described in a way the customer would understand what was purchased.

3 129. For the Preciado transaction, Respondent's violations are thusly:

4 a. Code section 9884.9, subd. (a): Failure to provide a specific estimated price for
5 diagnosis or the results of a diagnosis.

6 b. Regulations section 3353, subd. (a): Failure to provide a written estimated
7 price for parts and labor for a specific job. No documented authorization for diagnosing the cause
8 of the engine failure was given.

9 c. Regulations section 3353, subd. (c)(1): Failure to properly record additional
10 oral authorization on the work order and on the invoice. The payments for the total cost of the
11 repairs were documented but no authorization for the additional repairs was documented on the
12 work order.

13 130. For the Ferrer transaction, Respondent's violations are thusly:

14 a. Code section 9884.9, subd. (a): Failure to provide a written estimate for a
15 specific job.

16 b. Regulations section 3353, subd. (a): Failure to provide the customer with a
17 written estimate for a specific job.

18 c. Regulations section 3353, subd. (c)(1): Failure to document the customer's
19 authorization for additional repairs on the work order and on the invoice.

20 131. For the Arce transaction, Respondent's violations are thusly:

21 a. Code section 9884.9, subd. (a): Failure to provide an estimated price for parts
22 and labor for a specific job.

23 b. Regulations section 3353, subd. (a): Failure to provide the customer with a
24 written estimate for a specific job.

25 c. Regulations section 3353, subd. (c): Failure to document the customer's
26 authorization for additional repairs on the work order and on the invoice.

27 132. For the Ortiz transaction, Respondent's violations are thusly:

28 a. Code section 9884.9, subd. (a): Failure to document additional authorizations.

1 141. Respondent's registration is subject to disciplinary action under Code section 9884.7,
2 subdivision (a)(6), in conjunction with Code section 9884.11 and California Code of Regulations,
3 title 16, section 3358 for failure to produce records upon the Bureau's request.

4 142. For the Robles transaction, Respondent failed to comply with the Bureau's request to
5 provide for inspection parts receipts for the wheel hub, wheel bearing, and transmission that were
6 listed on Respondent's invoice.

7 143. For the Penn transaction, Respondent failed to comply with the Bureau's request to
8 provide for inspection parts receipts for the parts listed on Respondent's work order.

9 144. For the Saenz transaction, Respondent failed to comply with the Bureau's request to
10 provide for inspection records of the transaction such as all estimates, documented authorizations,
11 invoices, parts purchase receipts, and invoices and receipts for subcontracted repairs.

12 145. For the Ortiz transaction, Respondent failed to comply with the Bureau's request to
13 provide for inspection records of the transaction such as all estimates, documented authorizations,
14 invoices, and parts purchase receipts.

15 **TENTH CAUSE FOR DISCIPLINE**

16 **(False Promises)**

17 146. Complainant re-alleges and incorporates by reference the allegations set forth above
18 in the foregoing paragraphs.

19 147. Respondent's registration is subject to disciplinary action under Code section 9884.7,
20 subdivision (a)(8), for making false promises of a character likely to influence, persuade, or
21 induce a customer to authorize the repair, service, or maintenance of automobiles.

22 148. For the Penn transaction, Respondent contracted with Penn for automotive repairs for
23 \$4,030.00. In truth and in fact, as Respondent knew, these services were not performed or were
24 never going to be performed. Respondent intended Penn to rely on this statement to persuade
25 Penn to pay Respondent. Penn justifiably relied on this misrepresentation. As a result, Penn paid
26 Respondent \$4,030.00 for these services.

27 149. For the Cimatu/Lopez transaction, Respondent contracted with Cimatu and Lopez for
28 \$6,000.00 in automotive repairs to their vehicle. In truth and in fact, as Respondent knew, these

1 services were not performed, were unnecessary, or were never going to be performed.
2 Respondent intended Cimatu and Lopez to rely on this statement to persuade Cimatu and Lopez
3 to pay Respondent. Cimatu and Lopez justifiably relied on this misrepresentation. As a result,
4 Cimatu and Lopez paid Respondent \$6,000.00 for repairs that were never performed.

5 150. For the Preciado transaction, Respondent contracted with Preciado for \$8,357.17 in
6 automotive repairs to his vehicle. In truth and in fact, as Respondent knew, these services were
7 not performed, were unnecessary, or were never going to be performed. Respondent intended
8 Preciado to rely on this statement to persuade Preciado to pay Respondent. Preciado justifiably
9 relied on this misrepresentation. As a result, Preciado paid Respondent \$8,357.17 for repairs that
10 were never performed.

11 OTHER MATTERS

12 151. Under Code section 9884.7, subdivision (c), the Director may invalidate temporarily
13 or permanently or refuse to validate, the registrations for all places of business operated in this
14 state by an automotive repair dealer upon a finding that the automotive repair dealer has engaged
15 in a course of repeated and willful violations of the laws and regulations pertaining to an
16 automotive repair dealer.

17 PRAYER

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


- 20 1. Revoking or suspending Automotive Repair Dealer Number ARD 261111, issued to
21 Blaesi Holmes Randall, Owner, doing business as Scotts Porsche Service;
- 22 2. Revoking or suspending all places of business operated in this State by Blaesi Holmes
23 Randall, Owner, doing business as Scotts Porsche Service;
- 24 3. Ordering restitution of all damages according to proof suffered by Blanca Robles,
25 Duncan Penn, Monica Saenz, Randel Cimatu, Enrico Lopez, Luis Preciado, Lydia Ferrer, Juan
26 Carlos Arce, and Roberto Ortiz as a condition of probation in the event probation is ordered;
- 27 4. Ordering restitution of all damages suffered by Blanca Robles, Duncan Penn, Monica
28 Saenz, Randel Cimatu, Enrico Lopez, Luis Preciado, Lydia Ferrer, Juan Carlos Arce, and Roberto

1 Ortiz as a result of Respondent's conduct as an automotive repair dealer, as a condition of an
2 application for a new or reinstated license or registration;

3 5. Ordering Blaesi Holmes Randall to pay the Bureau of Automotive Repair the
4 reasonable costs of the investigation and enforcement of this case, pursuant to Business and
5 Professions Code section 125.3; and

6 6. Taking such other and further action as deemed necessary and proper.
7
8
9

10 DATED: March 8, 2016


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

14
15 SD2015802764
16 81256681.doc
17
18
19
20
21
22
23
24
25
26
27
28