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7

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

11 In the Matter of the Accusation Against:

Case No. 77/15-3

12 **VH AUTOMOTIVE**

13 **1137 Montgomery Street**
14 **San Bruno, CA 94066**

A C C U S A T I O N

15 **JOSE DE JESUS CARRIZALES LOREDO,**
16 **Owner**

17 **Automotive Repair Dealer Registration No.**
18 **ARD 263027**

19 Respondent.

20
21 Complainant alleges:

22 **PARTIES**

23 1. Patrick Dorais (Complainant) brings this Accusation solely in his official capacity as
24 the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs.
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1 registration year as provided in Section 9884.3, at which time the registration shall be subject to
2 renewal."

3 6. Section 9884.6 of the Code states:

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

6 "(b) A person who, for compensation, adjusts, installs, or tests retrofit systems for purposes
7 of Chapter 6 (commencing with Section 44200) of Part 5 of Division 26 of the Health and Safety
8 Code is an automotive repair dealer for purposes of this chapter."

9 7. Section 9884.7 of the Code states:

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

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

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

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

22 (4) Any other conduct that constitutes fraud.

23 (5) Conduct constituting gross negligence.

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

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

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

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

6 (10) Conviction of a violation of Section 551 of the Penal Code.

7 Upon denying of registration, the director shall notify the applicant thereof, in writing, by
8 personal service or mail addressed to the address of the applicant set forth in the application, and
9 the applicant shall be given a hearing under Section 9884.12 if, within 30 days thereafter, he or
10 she files with the bureau a written request for hearing, otherwise the denial is deemed affirmed.

11 "(b) Except as provided for in subdivision (c), if an automotive repair dealer operates more
12 than one place of business in this state, the director pursuant to subdivision (a) shall only suspend,
13 revoke, or place on probation the registration of the specific place of business which has violated
14 any of the provisions of this chapter. This violation, or action by the director, shall not affect in
15 any manner the right of the automotive repair dealer to operate his or her other places of business.

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

20 8. Section 9884.8 of the Code states:

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

1 nonoriginal equipment manufacturer aftermarket crash parts. One copy of the invoice shall be
2 given to the customer and one copy shall be retained by the automotive repair dealer."

3 9. Section 9884.9 of the Code states:

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

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

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

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

24 _____
25 (signature or initials)"

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

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

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

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

22 10. Section 9884.13 of the Code provides, in pertinent part, that the expiration of a valid
23 registration shall not deprive the director or chief of jurisdiction to proceed with a disciplinary
24 proceeding against an automotive repair dealer or to render a decision invalidating a registration
25 temporarily or permanently.

26 11. Section 125.3 of the Code provides, in pertinent part, that a Board may request the
27 administrative law judge to direct a licentiate found to have committed a violation or violations of
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1 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
2 enforcement of the case.

3 12. California Code of Regulations, title 16, section 3353, states:

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

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

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

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

18 "(d) Estimated Price to Tear Down, Inspect, Report and Reassemble. For purposes of this
19 article, to "tear down" shall mean to disassemble, and "teardown" shall mean the act of
20 disassembly. If it is necessary to tear down a vehicle component in order to prepare a written
21 estimated price for required repair, the dealer shall first give the customer a written estimated
22 price for the teardown. This price shall include the cost of reassembly of the component. The
23 estimated price shall also include the cost of parts and necessary labor to replace items such as
24 gaskets, seals and O rings that are normally destroyed by teardown of the component. If the act of
25 teardown might prevent the restoration of the component to its former condition, the dealer shall
26 write that information on the work order containing the teardown estimate before the work order
27 is signed by the customer.

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1 "The repair dealer shall notify the customer orally and conspicuously in writing on the
2 teardown estimate the maximum time it will take the repair dealer to reassemble the vehicle or the
3 vehicle component in the event the customer elects not to proceed with the repair or maintenance
4 of the vehicle and shall reassemble the vehicle within that time period if the customer elects not to
5 proceed with the repair or maintenance. The maximum time shall be counted from the date of
6 authorization of teardown.

7 "After the teardown has been performed, the dealer shall prepare a written estimated price
8 for labor and parts necessary for the required repair. All parts required for such repair shall be
9 listed on the estimate. The dealer shall then obtain the customer's authorization for either repair or
10 reassembly before any further work is done.

11 "(e) Revising an Itemized Work Order. If the customer has authorized repairs according to
12 a work order on which parts and labor are itemized, the dealer shall not change the method of
13 repair or parts supplied without the written, oral, electronic authorization of the customer. The
14 authorization shall be obtained from the customer as provided in subsection (c) and Section
15 9884.9 of the Business and Professions Code.

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

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

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

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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 Section
6 9884.9 of the Business and Professions Code."

7 13. California Code of Regulations, title 16, section 3356, states:

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

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

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

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

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

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

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

23 (E) The applicable sales tax, if any.

24 "(b) If a customer is to be charged for a part, that part shall be specifically listed as an item
25 in the invoice, as provided in subparagraph (B) of paragraph (2) of subsection (a) above. If that-
26 item is not listed in the invoice, it shall not be regarded as a part, and a separate charge may not
27 be made for it.

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1 "(c) Separate billing in an invoice for items generically noted as shop supplies,
2 miscellaneous parts, or the like, is prohibited.

3 "(d) The automotive repair dealer shall give the customer a legible copy of the invoice and
4 shall retain a legible copy as part of the automotive repair dealer's records pursuant to Section
5 9884.11 of the Business and Professions Code and Section 3358 of this article."

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

7 "The following minimum requirements specifying accepted trade standards for good and
8 workmanlike rebuilding of automatic transmissions are intended to define terms...to the
9 public..."

10 "(a) Before an automatic transmission is removed for repair or replacement, it shall be
11 inspected. Such inspection shall determine whether or not the replacement or adjustment of any
12 external part or parts will correct the specific malfunction of the automatic transmission..."

13 15. California Code of Regulations, title 16, section 3371, states:

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

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

20 (b) Telephone Number. If a telephone number appears in an advertisement or on an
21 advertising sign, this number shall be the same number as that listed for the dealer's firm name
22 and address in the telephone directory, or in the telephone company record if such number was
23 assigned to the dealer subsequent to the publication of such telephone directory.

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

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

3 17. Section 118, subdivision (b), of the Code provides that the expiration of a license
4 shall not deprive the Director of jurisdiction to proceed with a disciplinary action during the
5 period within which the license may be renewed, restored, reissued or reinstated.

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7 **UNDERCOVER OPERATION – JUNE 26, 2012**

8 18. On or about June 26, 2012, a Bureau undercover operator drove a Bureau-
9 documented 1994 Toyota to Respondent's facility and requested smog repairs so the vehicle
10 could pass a smog check. The operator informed Respondent's facility worker Hector Sanchez,
11 that the vehicle was missing a catalytic converter. The operator stated that he needed the vehicle
12 to pass a smog test. The operator did not sign a repair estimate or receive one. The operator
13 observed changes being made to the vehicle including the installation and welding of a used
14 catalytic converter in place of the straight pipe and then later observed Respondent facility worker
15 Hector Sanchez leave with the vehicle and return. Upon return to the facility, the operator was
16 presented with a work order for a smog test and a VIR from South San Francisco 76 Smog along
17 with a VH Automotive business card.

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19 **FIRST CAUSE FOR DISCIPLINE**

20 (Fraud)

21 19. Respondent has subjected his registration to discipline under Code section 9884.7,
22 subdivision (a)(4), in that on or about June 26, 2012, he committed an act which constituted fraud
23 by cutting out the straight pipe and welding on a used catalytic converter and then after a smog
24 inspection test was done removed the catalytic converter and reinstalled the straight pipe.

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SECOND CAUSE FOR DISCIPLINE

(Failure to Disclose)

20. Respondent has subjected his registration to discipline under Code section 9884.7, subdivision (a)(9), in that on or about June 26, 2012, he failed to disclose that he was subletting the smog test for the vehicle to another automotive shop, i.e. South San Francisco 76 Smog.

THIRD CAUSE FOR DISCIPLINE

(Failure to Provide Written Estimate)

21. Respondent has subjected his registration to discipline under Code section 9884.9, subdivision (a) and California Code of Regulations, title 16, section 3353, in that on or about June 26, 2012, Respondent failed to provide a written estimate for parts and labor on a specific job at the time of the initial drop off of the vehicle.

FOURTH CAUSE FOR DISCIPLINE

(Failure to Provide Final Invoice)

22. Respondent has subjected his registration to discipline under Code section 9884.8, in that on or about June 26, 2012 Respondent failed to provide a final invoice of service for work done at Respondent's facility.

UNDERCOVER OPERATION – AUGUST 29, 2012

23. On or about August 29, 2012, a Bureau undercover operator drove a Bureau-documented, 1994 Toyota to Respondent's facility and requested that the dash warning check engine light and brake light be diagnosed and repaired. The operator informed Respondent's facility worker, Hector Sanchez, that the dash lights were illuminated. Hector Sanchez informed the operator that the Camry needed a #4 cylinder injector, front brake pads, and a transmission service. The operator authorized all repairs except the transmission service. The operator did not receive a copy of a signed repair order. Later, the operator contacted Respondent by phone and authorized the transmission service. At the time the operator picked up the vehicle, he paid for the

1 service and received an invoice. Re-inspection of the vehicle by the Bureau after service revealed
2 the #4 fuel injector and front disc pads were replaced. However, the front rotors were machined
3 unnecessarily. The left front rotor was improperly machined and was found to be out of
4 manufacturer's specification for rotor run out.

5
6 **FIFTH CAUSE FOR DISCIPLINE**

7 (Willful Departure From Accepted Trade Standards)

8 24. Respondent has subjected his registration to discipline under Code section 9884.7,
9 subdivision (a)(7), in that on or about August 29, 2012, Respondent willfully departed from
10 accepted trade standards by machining the left front rotor to exceed the manufacturer's
11 specification run out.

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13 **SIXTH CAUSE FOR DISCIPLINE**

14 (Failure to Provide Signed Repair Estimate)

15 25. Respondent has subjected his registration to discipline under Code section 9884.7,
16 subdivision (a)(3) in that on or about August 29, 2012, Respondent failed to provide a signed
17 repair estimate at the time it was signed by the consumer.

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19 **SEVENTH CAUSE FOR DISCIPLINE**

20 (Failure to obtain and/or Record Additional Authorization)

21 26. Respondent has subjected his registration to discipline under Code section 9884.9,
22 subdivision (a), and California Code of Regulations, title 16, section 3533, subdivision (c), in that
23 on or about August 29, 2012, Respondent failed to obtain and/or record additional authorization
24 before performing repairs which would exceed the original estimate.

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EIGHTH CAUSE FOR DISCIPLINE

(Failure to Separately List Prices)

27. Respondent has subjected his registration to discipline under Code section 9884.8, California Code of Regulations, title 16, section 3356, subdivision (a) in that on or about August 29, 2012, Respondent failed to state separately the subtotal prices of service work, parts and sales tax.

NINTH CAUSE FOR DISCIPLINE

(Failure to Describe Service Work on Invoice)

28. Respondent has subjected his registration to discipline under Code section 9884.8, California Code of Regulations, title 16, section 3356, subdivision (a) in that on or about August 29, 2012, Respondent failed to describe on the invoice all service work and parts, in such a manner that the customer can understand what was purchased as Respondent did not or document the fact.

TENTH CAUSE FOR DISCIPLINE

(Failure to Describe Service Work on Invoice)

29. Respondent has subjected his registration to discipline under Code section 9884.8, California Code of Regulations, title 16, section 3356, subdivision (a) in that on or about August 29, 2012, Respondent failed to describe on the invoice all service work and parts, in such a manner that the customer can understand what was purchased as Respondent did not document or describe which fuel injector was replaced and what the transmission service was.

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1 **ELEVENTH CAUSE FOR DISCIPLINE**

2 (Failure to Show Dealer Registration on Invoice)

3 30. Respondent has subjected his registration to discipline under Code section 9884.8,
4 California Code of Regulations, title 16, section 3356, subdivision (a) in that on or about August
5 29, 2012, Respondent failed to show the dealer registration number on the invoice as Respondent
6 provided an invoice which did not show the correct automotive repair dealer registration number.

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8 **UNDERCOVER OPERATION – DECEMBER 13, 2012**

9 31. On or about December 13, 2012, a Bureau undercover operator drove a Bureau-
10 documented 1994 Chevrolet to Respondent's facility and requested that the lack of power and
11 shifting on the vehicle be diagnosed and repaired. The operator left the vehicle at the facility. On
12 or about December 18, 2012, the operator received a phone call from Hector Sanchez wherein
13 Sanchez stated that a new transmission was needed and that he could provide a new or used
14 transmission for the vehicle. On or about December 19, 2012, the operator advised Hector
15 Sanchez to provide a new transmission for the vehicle. Hector Sanchez requested a deposit of
16 \$925.00. On December 20, 2012, the operator provided a cash deposit of \$925.00 to Hector
17 Sanchez who confirmed at that time that he was going to install a new transmission for \$1850.00
18 with a 3 year/36,000 mile warranty. The operator received a work order from Hector Sanchez
19 which noted a \$925.00 deposit. On or about December 31, 2012, the operator retrieved the
20 vehicle. The operator was told that his previous transmission was "fried" at which time the
21 operator paid an additional \$925.00. The operator received VH Automotive Invoice no.

22 [REDACTED] Re-inspection of the vehicle by the Bureau after service by Respondent indicated that
23 the transmission and torque converter were replaced unnecessarily. The only repair that had been
24 necessary to correct the problem was to replace the transmission's 2-3 shift valve solenoid.
25 Further, a "new" transmission had not been installed but, instead a used replacement transmission
26 had been installed which did not meet industry standards. The following deficits were also
27 determined.

- 28 • The torque converter end play exceeds vehicle manufacturer specifications;

- 1 • The shift shaft seal and shaft were not replaced;
- 2 • The 2-4 band apply pin is too short;
- 3 • The 2-4 band was worn;
- 4 • Reverse input friction clutch plates are discolored indicating used parts;
- 5 • Exterior of transmission and torque converter painted to look new;
- 6 • Exhaust header pipe w/catalytic converter was cut and welded instead of unbolted;

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8 **TWELFTH CAUSE FOR DISCIPLINE**

9 (Failure to Provide Copy of Order)

10 32. Respondent has subjected his registration to discipline under Code section 9884.7,
11 subdivision (a)(3), in that on or about December 13, 2012, Respondent failed to provide the
12 customer with a copy of a signed customer document at the time of signature as Respondent had
13 the operator sign a blank repair order and did not give a copy to the operator.

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15 **THIRTEENTH CAUSE FOR DISCIPLINE**

16 (Fraud)

17 33. Respondent has subjected his registration to discipline under Code section 9884.7,
18 subdivision (a)(4), in that on or about December 13, 2012, Respondent informed the operator he
19 was paying \$1850.00 for a new transmission with a 3 years/36,000 mile warranty, when in fact,
20 the transmission was used and painted to make it appear new, which was intentional.

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22 **FOURTEENTH CAUSE FOR DISCIPLINE**

23 (False and/or Misleading Statements/Records)

24 34. Respondent has subjected his registration to discipline under Code section 9884.7,
25 subdivision (a)(1), and California Code of Regulations, title 16, section 3373 in that Respondent
26 created a record that was false and misleading as Respondent provided the operator with an
27 invoice which does not state what type of transmission was replaced, although Respondent
28 represented verbally it was a "new" transmission.

1 **FIFTHTEENTH CAUSE FOR DISCIPLINE**

2 (Failure to Separately List Prices)

3 35. Respondent has subjected his registration to discipline under Code section 9884.8, in
4 that on or about December 13, 2012, Respondent failed to state separately the sub-total prices of
5 service work, parts and sales tax as Respondent provided an invoice which did not list the parts
6 replaced and only noted labor charges totaling \$1850.00.

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8 **SIXTEENTH CAUSE FOR DISCIPLINE**

9 (False or Misleading Statements)

10 36. Respondent has subjected his registration to discipline under Code section 9884.7,
11 subdivision (a)(1), and California Code of Regulations, title 16, section 3371 in that Respondent
12 told the operator the transmission was “fried” in order to convince the operator that the complete
13 transmission needed to be replaced.

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15 **SEVENTEENTH CAUSE FOR DISCIPLINE**

16 (Failure to Note on Invoice Status of Parts)

17 37. Respondent has subjected his registration to discipline under Code section 9884.8,
18 and California Code of Regulations, title 16, section 3356(a) in that Respondent failed to state on
19 the invoice whether the parts were new, used, reconditioned or rebuilt or an OEM crash part, or a
20 non-OEM after market crash part.

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22 **EIGHTEENTH CAUSE FOR DISCIPLINE**

23 (Failure to Describe All Service Work and Parts)

24 38. Respondent has subjected his registration to discipline under Code section 9884.8,
25 and California Code of Regulations, title 16, section 3356(a) in that Respondent failed to
26 describe on the invoice all service work and parts in such a manner that the customer can
27 understand what was purchased as Respondent failed to disclose the fact that the exhaust header
28 pipe with catalytic converter was cut and welded.

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NINETEENTH CAUSE FOR DISCIPLINE

(Failure to Show Dealer Registration)

39. Respondent has subjected his registration to discipline under Code section 9884.8, and California Code of Regulations, title 16, section 3356(a) in that Respondent failed to show the dealer registration number on the invoice as Respondent provided an invoice which did not show the correct automotive repair dealer registration number.

TWENTIETH CAUSE FOR DISCIPLINE

(Failure to Describe All Service Work and Parts)

40. Respondent has subjected his registration to discipline under Code section 9884.7, subdivision (a)(1) and California Code of Regulations, title 16, section 3373 in that Respondent created a record that was false and misleading as Respondent advertised that it was an official brake adjusting station, official lamp adjusting station and Smog Check license station with the State of California when in fact they are not.

OTHER MATTERS

41. Pursuant to Bus. & Prof. Code section 9884.7, subdivision (c), the Director may suspend, revoke, or place on probation the registration for all places of business operated in this state by Respondent Jose De Jesus Carrizales Loredo, owner of VH Automotive, upon a finding that Respondent has, or is, engaged in a course of repeated and willful violations of the laws and regulations pertaining to an automotive repair dealer.

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PRAYER

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

1. Revoking or suspending Automotive Repair Dealer Registration Number ARD 263027, issued to Jose De Jesus Carrizales Loredo;
2. Ordering Jose De Jesus Carrizales Loredo to pay the Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;
3. Taking such other and further action as deemed necessary and proper.

DATED: July 10, 2014

Patrick Dorais

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

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