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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. *77/14-20*

12 **GABRIEL M. LOPEZ - PARTNER,**  
13 **CHRISTINE G BOCANEGREA -**  
14 **PARTNER, D.B.A. GOLDEN STATE**  
15 **AUTO CARE**  
16 **469 Union Street**  
17 **Watsonville, CA 95076**

**A C C U S A T I O N**

18 **Automotive Repair Dealer Registration No.**  
19 **ARD 265336**

Respondent.

20 Complainant alleges:

**PARTIES**

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

23 2. On or about June 2, 2011, the Bureau of Automotive Repair issued Automotive  
24 Repair Dealer Registration Number ARD 265336 to Gabriel M. Lopez - Partner, Christine G  
25 Bocanegrea - Partner, d.b.a. Golden State Auto Care (Respondent). The Automotive Repair  
26 Dealer Registration was in full force and effect at all times relevant to the charges brought herein  
27 and will expire on June 30, 2014, unless renewed.

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1 **JURISDICTION**

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

5 4. Section 9884.7 of the Code provides that the Director may revoke an automotive  
6 repair dealer registration.

7 5. Section 9884.13 of the Code provides, in pertinent part, that the expiration of a valid  
8 registration shall not deprive the Director of jurisdiction to proceed with a disciplinary proceeding  
9 against an automotive repair dealer or to render a decision temporarily or permanently  
10 invalidating (suspending or revoking) a registration.

11 6. Section 118(b) of the Code provides that the suspension, expiration, cancellation,  
12 forfeiture, or surrender of a license without the written consent of the Bureau shall not deprive the  
13 Bureau of its authority to institute or continue a disciplinary proceeding.

14 **STATUTORY & REGULATORY PROVISIONS**

15 7. Section 9884.7 of the Code states:

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

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

24 . . . .

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

27 (4) Any other conduct that constitutes fraud.

28 . . . .

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

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

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

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

11 . . . .

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

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

21 8. Section 477 of the Code provides, in pertinent part, that "Board" includes "bureau,"  
22 "commission," "committee," "department," "division," "examining committee," "program," and  
23 "agency." "License" includes certificate, registration or other means to engage in a business or  
24 profession regulated by the Code.

25 9. Section 9884.9 of the Code states:

26 "(a) The automotive repair dealer shall give to the customer a written estimated price for  
27 labor and parts necessary for a specific job. No work shall be done and no charges shall accrue  
28 before authorization to proceed is obtained from the customer. No charge shall be made for work

1 done or parts supplied in excess of the estimated price without the oral or written consent of the  
2 customer that shall be obtained at some time after it is determined that the estimated price is  
3 insufficient and before the work not estimated is done or the parts not estimated are supplied.  
4 Written consent or authorization for an increase in the original estimated price may be provided  
5 by electronic mail or facsimile transmission from the customer. The bureau may specify in  
6 regulation the procedures to be followed by an automotive repair dealer if an authorization or  
7 consent for an increase in the original estimated price is provided by electronic mail or facsimile  
8 transmission. If that consent is oral, the dealer shall make a notation on the work order of the date,  
9 time, name of person authorizing the additional repairs and telephone number called, if any,  
10 together with a specification of the additional parts and labor and the total additional cost, and  
11 shall do either of the following:

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

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

17       "I acknowledge notice and oral approval of an increase in the original estimated price.  
18 \_\_\_\_\_  
19 (signature or initials)"

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

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

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

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

16           10. Section 9884.8 of the Code states:

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

27           11. California Code of Regulations, title 16, section 3353, states:  
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1 "No work for compensation shall be commenced and no charges shall accrue without  
2 specific authorization from the customer in accordance with the following requirements:

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

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

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

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

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

25 "(3) If the authorization from the customer for additional repairs, parts, or labor in excess  
26 of the written estimated price is obtained by electronic mail (e-mail), the dealer shall print and  
27 attach to the work order and invoice, the e-mail authorization which shows the date and time of  
28 transmission and describes the additional repairs, parts, labor, and the total additional costs.

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

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

15           "The repair dealer shall notify the customer orally and conspicuously in writing on the  
16 teardown estimate the maximum time it will take the repair dealer to reassemble the vehicle or the  
17 vehicle component in the event the customer elects not to proceed with the repair or maintenance  
18 of the vehicle and shall reassemble the vehicle within that time period if the customer elects not to  
19 proceed with the repair or maintenance. The maximum time shall be counted from the date of  
20 authorization of teardown.

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

25           "(e) Revising an Itemized Work Order. If the customer has authorized repairs according to  
26 a work order on which parts and labor are itemized, the dealer shall not change the method of  
27 repair or parts supplied without the written, oral, electronic authorization of the customer. The  
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1 authorization shall be obtained from the customer as provided in subsection (c) and Section  
2 9884.9 of the Business and Professions Code.

3 "(f) Unusual Circumstances; Authorization Required. When the customer is unable to  
4 deliver the motor vehicle to the dealer during business hours or if the motor vehicle is towed to  
5 the dealer without the customer during business hours, and the customer has requested the dealer  
6 to take possession of the motor vehicle for the purpose of repairing or estimating the cost of  
7 repairing the motor vehicle, the dealer shall not undertake the diagnosing or repairing of any  
8 malfunction of the motor vehicle for compensation unless such dealer has complied with all of the  
9 following conditions:

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

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

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

17 "Any charge for parts or labor in excess of the original written estimated price must be  
18 separately authorized by the customer and documented by the dealer, as provided in Section  
19 9884.9 of the Business and Professions Code.

20 "(g) Definitions. As used in this section, "written " shall mean the communication of  
21 information or information in writing, other than by electronic means; "oral" shall mean the oral  
22 communication of information either in person or telephonically; "electronic" shall mean the  
23 communication of information by facsimile transmission (fax) or electronic mail (e-mail)."

24 12. California Code of Regulations, title 16, section 3356, states:

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

27 (1) The invoice shall show the automotive repair dealer's registration number and the  
28 corresponding business name and address as shown in the Bureau's records. If the automotive

1 repair dealer's telephone number is shown, it shall comply with the requirements of subsection (b)  
2 of Section 3371 of this chapter.

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

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

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

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

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

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

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

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

19 "(d) The automotive repair dealer shall give the customer a legible copy of the invoice and  
20 shall retain a legible copy as part of the automotive repair dealer's records pursuant to Section  
21 9884.11 of the Business and Professions Code and Section 3358 of this article."

## 22 COSTS

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

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**CONSUMER COMPLAINT: 1999 MERCEDES-BENZ**

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2       14. On or about August 14, 2011, C.P. was involved in an accident in her 1999 Mercedes-  
3 Benz (Mercedes). After she filed a claim with her insurance company, Progressive Insurance  
4 (Progressive), Progressive issued an itemized estimate and sent C.P. a check for \$4,521.82.

5       15. On or about September 14, 2011, C.P. took her car to Respondent's shop. She met  
6 with Gabriel Lopez, one of the owners of the shop. Lopez assured C.P. that he would repair and  
7 restore the vehicle to the same safe condition it was prior to the accident.

8       16. Respondent never provided C.P. with a written estimate for the work.

9       17. When C.P. returned to the shop a few days later, she did not see the Mercedes on the  
10 premises. The individual running the shop that day did not know of the Mercedes's location.

11       18. Respondent retained possession of the Mercedes until December. C.P. went to  
12 Respondent's shop multiple times over that period to check on her vehicle, but she was always  
13 given very limited information regarding the progress.

14       19. In several payments during the period of time the Mercedes was in Respondent's  
15 possession, C.P. paid Respondent a total of \$4,600.

16       20. Lopez and Progressive negotiated directly and reached agreement upon what repairs  
17 would be performed. Lopez also had a Progressive adjuster come to his shop to authorize  
18 supplemental funds for repairs beyond those included in the original insurance estimate. On  
19 September 21, 2011, Progressive issued a first supplemental check directly to Respondent in the  
20 amount of \$2,870.79. On December 20, 2011, Progressive issued a second supplemental check  
21 directly to Respondent in the amount of \$2,870.79.<sup>1</sup> C.P. never herself authorized Lopez to  
22 perform additional repairs.

23       21. When C.P. went to recover her vehicle, Lopez provided her a copy of the final  
24 insurance estimate only (including the supplements), without any other type of invoice.

25       22. Upon recovering her vehicle, C.P. became aware that the Mercedes was very unstable.  
26 She had the car inspected and was informed it was unsafe to drive. After finding numerous parts

27       <sup>1</sup> The amount of the second check was erroneous. The amount of the second supplemental  
28 payment should have been \$1,120.39.

1 and labor operations not performed according to the final insurance estimate, another automotive  
2 repair dealer recommended she contact the Bureau.

3 23. The Bureau then inspected the Mercedes. Using the final insurance estimate as a  
4 guideline, the Bureau discovered that multiple estimated tasks, paid for by Progressive Insurance  
5 and/or C.P., had not been performed. Specifically:

- 6 A. The right front combination lamp had not been replaced.
- 7 B. The right front fog lamp assembly had not been replaced.
- 8 C. The right front fog lamp bracket had not been replaced.
- 9 D. The hood had not been replaced.
- 10 E. The hood emblem had not been replaced.
- 11 F. The air conditioning condenser had not been replaced.
- 12 G. The right fender panel had not been repaired.
- 13 H. The right fender panel had not been refinished.
- 14 I. The left fender panel had not been repaired.
- 15 J. The left fender panel had not been refinished.
- 16 K. The left fender nameplate had not been replaced.
- 17 L. The left fender liner had not been replaced.
- 18 M. The radiator support had not been refinished.
- 19 N. The upper front body tie bar had not been removed and replaced.
- 20 O. The right front body bracket had not been replaced.
- 21 P. The left front body bracket had not been replaced.
- 22 Q. The center front body bracket had not been replaced.
- 23 R. The front body crossmember cover had not been replaced.
- 24 S. The front body crossmember had not been replaced.
- 25 T. The steering pipe had not been replaced.
- 26 U. The supercharger intercooler had not been replaced.

27 24. Overall, \$3,962.57 worth of work was not performed.

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1 **THIRD CAUSE FOR DISCIPLINE**

2 **(False Promises)**

3 30. Respondent is subject to disciplinary action under section 9884.7(a)(8) of the Code in  
4 that Respondent made a false promise of a character likely to influence, persuade, or induce a  
5 customer to authorize repair, service, or maintenance of an automobile. Respondent falsely  
6 promised C.P. that he would return her car to the same safe condition it was in prior to the  
7 accident. The circumstances are described above in "Consumer Complaint: 1999 Mercedes-  
8 Benz."

9 **FOURTH CAUSE FOR DISCIPLINE**

10 **(Departure from Trade Standards)**

11 31. Respondent is subject to disciplinary action under section 9884.7(a)(7) of the Code in  
12 that Respondent willfully departed from or disregarded accepted trade standards for good and  
13 workmanlike repair in a way that was prejudicial to C.P. without her consent. Specifically,  
14 Respondent failed to properly anchor the Mercedes on a dedicated bench and clamp it at the pinch  
15 welds, resulting in additional damage to the Mercedes. The circumstances are described above in  
16 "Consumer Complaint: 1999 Mercedes-Benz."

17 **FIFTH CAUSE FOR DISCIPLINE**

18 **(Sublet without Consent)**

19 32. Respondent is subject to disciplinary action under section 9884.7(a)(9), and/or  
20 sections 9884.7(a)(6) and 9884.9(b), of the Code in that Respondent sublet repairs of the  
21 Mercedes without the consent and knowledge of C.P. The circumstances are described above in  
22 "Consumer Complaint: 1999 Mercedes-Benz."

23 **SIXTH CAUSE FOR DISCIPLINE**

24 **(Improper Documentation)**

25 33. Respondent is subject to disciplinary action under section 9884.7(a)(6) of the Code in  
26 that Respondent violated various provisions of the Code and/or California Code of Regulations  
27 with respect to documentation about the Mercedes. Specifically, as described above in  
28 "Consumer Complaint: 1999 Mercedes-Benz":

- 1 A. Respondent failed to provide C.P. a written estimate for the work to be  
2 performed on that Mercedes prior to beginning any work, in violation of section  
3 9884.9(a) of the Code.
- 4 B. Respondent failed to provide C.P. an itemized written estimate for all parts and  
5 labor, identifying each part and indicating whether the replacement part was new,  
6 used, rebuilt, or reconditioned, and OEM or non-OEM, before performing auto body  
7 or collision work, in violation of section 9884.9(c) of the Code.
- 8 C. Respondent failed to include in a written estimate all work to be performed by  
9 someone other than Respondent or his employees, in violation of section 9884.9(b)  
10 of the Code.
- 11 D. Respondent failed to obtain and/or properly record authorization from C.P. for  
12 additional work to be performed beyond any original estimate, in violation of  
13 section 9884.9(a) of the Code and/or title 16, section 3353, subdivision (c) of the  
14 California Code of Regulations.
- 15 E. Respondent failed to provide C.P. with an invoice for all of the service work  
16 performed on the Mercedes, in violation of section 9884.8 of the Code and/or title  
17 16, section 3356, subdivision (a) of the California Code of Regulations.

18 **UNDERCOVER OPERATION: 2004 FORD**

19 34. On or about January 8, 2013, an operator working for the Bureau (operator) took a  
20 Bureau-documented 2004 Ford (Ford) to Respondent's shop for collision repairs. The operator  
21 brought with him an insurance estimate based upon a pretextual insurance policy.

22 35. The operator spoke with the owner, Gabriel Lopez. The operator asked Lopez if  
23 Lopez could check out the illuminated battery light on the dash. Lopez handed the operator a  
24 blank repair order and instructed the operator to fill out the customer portion of the document and  
25 to sign the otherwise blank repair order. The operator did so. Lopez did not provide the operator  
26 with a written estimate or a copy of the signed document.

1           36. The operator then asked Lopez if Lopez could also perform the auto body repairs  
2 detailed on the operator's insurance estimate, which he gave to Lopez. Lopez replied that he  
3 could perform the repairs in accordance with the estimate.

4           37. Lopez later called the operator and informed him about a problem with the alternator  
5 and/or battery, and the operator authorized Lopez to repair that aspect of the Ford.

6           38. On the same phone call, an employee of Lopez's named Alvino Castillo spoke with  
7 the operator. Castillo told the operator he could perform the auto body work detailed on the  
8 insurance estimate in accordance with the estimate, and he offered to waive the insurance  
9 deductible (\$500) if the operator agreed to have them perform the repairs. Castillo assured the  
10 operator that the Ford would remain at Golden State Auto Repair for the repairs, indoors and safe.  
11 The operator authorized the repairs per the insurance estimate.

12           39. During the time that the Ford was being repaired, from January 8, 2013, to January  
13 31, 2013, the operator received voice messages from a female identifying herself as "Elena" from  
14 Autotech Autobody, requesting that the operator sign a document for the repairs. The operator  
15 addressed this with Lopez, and Lopez informed the operator that Castillo had taken the Ford to  
16 Autotech Autobody. Lopez told the operator that Autotech Autobody was performing the repairs.

17           40. The operator reminded Lopez that the agreement had been with Lopez and Lopez's  
18 shop. Lopez assured the operator that Lopez accepted responsibility for the repairs.

19           41. Lopez instructed the operator to come to Golden State Auto Repair to endorse a check  
20 Lopez received from the insurance company for the repairs. The operator did so and endorsed the  
21 check, which was for \$3,583.31.

22           42. Lopez told the operator to come back the following day, when the check had cleared,  
23 to pick up the Ford. When the operator arrived to collect the Ford, he was provided an invoice  
24 and asked to sign a form entitled "General Release of Auto Repair." The form purported to  
25 release Autotech Autobody from all claims arising from the repair, whether known or unknown,  
26 and purported to bind the operator to only return to Autotech Autobody for any minor adjustment.  
27 To obtain the vehicle, the operator signed the form and paid Lopez an additional \$685 for the  
28 alternator/battery repair.



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**EIGHTH CAUSE FOR DISCIPLINE**

**(False Promises)**

46. Respondent is subject to disciplinary action under section 9884.7(a)(8) of the Code in that Respondent or an employee of Respondent made false promises that were of a character likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile. Specifically:

- A. Alvino Castillo promised the operator the Ford would remain at Respondent's shop for the repairs.
- B. Alvino Castillo promised the operator the Ford would be repaired according to the insurance estimate.

**NINTH CAUSE FOR DISCIPLINE**

**(Fraud)**

47. Respondent is subject to disciplinary action under section 9884.7(a)(4) of the Code in that Respondent engaged in conduct that constitutes fraud. Respondent agreed to perform the repairs on the insurance estimate, accepted payment for performing those repairs, and presented the Ford to the operator as if those repairs had been performed, even though many of the repairs were not performed. The circumstances are described above in "Undercover Operation: 2004 Ford."

**TENTH CAUSE FOR DISCIPLINE**

**(Sublet Without Consent)**

48. Respondent is subject to disciplinary action under section 9884.7(a)(9), and/or sections 9884.7(a)(6) and 9884.9(b), of the Code in that Respondent sublet repairs of the Ford to Autotech Autobody without the prior knowledge and consent of the operator. The circumstances are described above in "Undercover Operation: 2004 Ford."

**ELEVENTH CAUSE FOR DISCIPLINE**

**(Failure to Provide Copy of Signed Document)**

49. Respondent is subject to disciplinary action under section 9884.7(a)(3) of the Code in that Respondent failed to give the operator a copy of the document the operator signed as soon as

1 the operator signed the document. Respondent had the operator fill out the "customer" portion of  
2 a blank repair order and sign it, but Respondent did not immediately provide a copy of the  
3 document to the operator. The circumstances are described above in "Undercover Operation:  
4 2004 Ford."

## 5 TWELFTH CAUSE FOR DISCIPLINE

### 6 (Improper Documentation)

7 50. Respondent is subject to disciplinary action under section 9884.7(a)(6) of the Code in  
8 that Respondent violated various provisions of the Code and/or California Code of Regulations  
9 with respect to documentation about the Ford. Specifically, as described above in "Undercover  
10 Operation: 2004 Ford":

- 11 A. Respondent failed to provide the operator with a written estimate for the work  
12 to be performed prior to performing any work, in violation of section 9884.9(a) of  
13 the Code.
- 14 B. Respondent failed to provide the operator with an itemized written estimate for  
15 parts and labor, identifying each part as new, used, rebuilt, or reconditioned, and as  
16 OEM or non-OEM, before performing body or collision repairs, in violation of  
17 section 9884.9(c) of the Code.
- 18 C. Respondent failed to specify on a written estimate work that would be  
19 performed by someone other than Respondent or his employees, in violation of  
20 section 9884.9(b) of the Code.
- 21 D. Respondent failed to describe on the invoice all parts supplied and service labor  
22 performed, in violation of section 9884.8 of the Code.
- 23 E. Respondent failed to identify on the invoice whether the parts were new, used,  
24 reconditioned, or rebuilt, and whether they were OEM or non-OEM, in violation of  
25 section 9884.8 of the Code.
- 26 F. Respondent failed to indicate on the invoice Respondent's automotive repair  
27 dealer registration number, in violation of title 16, section 3356, subdivision (a)(1)  
28 of the California Code of Regulations.

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G. Respondent failed to provide the customer a legible copy of the invoice, in violation of title 16, section 3356, subdivision (d) of the California Code of Regulations.

**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, suspending, or placing on probation Automotive Repair Dealer Registration Number ARD 265336, issued to Gabriel M. Lopez - Partner, Christine G Bocanegrea - Partner, d.b.a. Golden State Auto Care;
2. Revoking, suspending, or placing on probation any other automotive repair dealer registration issued to Gabriel M. Lopez or Christine G. Bocanegrea.
3. Ordering Gabriel M. Lopez - Partner, Christine G Bocanegrea - Partner, d.b.a. Golden State Auto Care, 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;
4. Taking such other and further action as is deemed necessary and proper.

DATED: 10/10/13

*PAT DORAIS by Doug Balatti*  
 PATRICK DORAIS  
 Acting Chief  
 Bureau of Automotive Repair  
 Department of Consumer Affairs  
 State of California  
 Complainant

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