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

In the Matter of the Accusation Against: **MARIA DE LOS ANGELO WHISNER, OWNER, DOING BUSINESS AS FOREPLAY CUSTOMZ** **5836 Republic Street** **Riverside, CA 92504** **P.O. Box 551** **Corona CA 92878** **Automotive Repair Dealer Registration No. ARD 270969** Respondent.	Case No. 77/15-8 **DEFAULT DECISION AND ORDER** [Gov. Code, §11520]

FINDINGS OF FACT

1. On or about August 12, 2014, Complainant Patrick Dorais, in his official capacity as the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs, filed Accusation No. 77/15-8 against Maria de los Angelo Whisner, Owner, doing business as Foreplay Customz (Respondent) before the Director of Consumer Affairs. (Accusation attached as Exhibit A.)

2. On or about November 27, 2012, the Bureau of Automotive Repair (Bureau) issued Automotive Repair Dealer Registration No. 270969 to Respondent. The Automotive Repair Dealer Registration expired on November 30, 2013, and has not been renewed.

3. On or about August 13 and 21, 2014, Respondent was served by Certified and First Class Mail copies of the Accusation No. 77/15-8, Statement to Respondent, Notice of Defense, Request for Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6, and 11507.7) at Respondent's addresses of record which, pursuant to Business and Professions Code section 136 and title 16, California Code of Regulations, section 3303.3, are required to be reported and maintained with the Bureau. Respondent's addresses of record were and are:

P. O. Box #551
Corona, CA 92878

and

5836 Republic Street
Riverside, CA 92504.

4. Service of the Accusation was effective as a matter of law under the provisions of Government Code section 11505, subdivision (c) and/or Business & Professions Code section 124.

5. On or about August 21 and September 2, 2014, the aforementioned documents were returned by the U.S. Postal Service marked "RETURNED [¶] TO SENDER [¶] ATTEMPTED-NOT KNOWN" and "INSUFFICIENT ADDRESS," respectively. The addresses on the documents were the same as the addresses on file with the Bureau. Respondent failed to maintain an updated address with the Bureau and the Bureau has made attempts to serve the Respondent at the addresses on file. Respondent has not made herself available for service and therefore, has not availed herself of her right to file a notice of defense and appear at hearing.

6. Government Code section 11506 states, in pertinent part:

> (c) The respondent shall be entitled to a hearing on the merits if the respondent files a notice of defense, and the notice shall be deemed a specific denial of all parts of the accusation not expressly admitted. Failure to file a notice of defense shall constitute a waiver of respondent's right to a hearing, but the agency in its discretion may nevertheless grant a hearing.

7. Respondent failed to file a Notice of Defense within 15 days after service upon her of the Accusation, and therefore waived her right to a hearing on the merits of Accusation No. 77/15-8.

8. California Government Code section 11520 states, in pertinent part:

> (a) If the respondent either fails to file a notice of defense or to appear at the hearing, the agency may take action based upon the respondent's express admissions or upon other evidence and affidavits may be used as evidence without any notice to respondent.

9. Pursuant to its authority under Government Code section 11520, the Director after having reviewed the proofs of service dated August 13 and 21, 2014, finds Respondent is in default. The Director will take action without further hearing and based on Accusation No. 77/15-8, proof of service, and the Affidavit of Bureau Representative Michael Groseth, finds that the allegations in the Accusation are true.

DETERMINATION OF ISSUES

1. Based on the foregoing findings of fact, Respondent Maria de los Angelo Whisner, Owner, doing business as Foreplay Customz has subjected her Automotive Repair Dealer Registration No. 270969 to discipline.

2. The agency has jurisdiction to adjudicate this case by default.

3. The Director of Consumer Affairs is authorized to revoke Respondent's Automotive Repair Dealer Registration based upon the following violations alleged in the Accusation which are supported by the evidence contained in the affidavit of Bureau Representative Michael Groseth in this case:

A. Respondent's Automotive Repair Dealer Registration is subject to disciplinary action under Code Section 9884.6, subdivision (a), in that Respondent did not have a currently valid registration during a transaction.

B. Respondent's Automotive Repair Dealer Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(7) in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair in any material respect,

which is prejudicial to another without consent of the owner or his or her duly authorized representative.

C. Respondent's Automotive Repair Dealer Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which Respondent knew or in the exercise of reasonable care should have known to be untrue or misleading.

D. Respondent's Automotive Repair Dealer Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent committed acts which constitute fraud.

E. Respondent's Automotive Repair Dealer Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile.

F. Respondent's Automotive Repair Dealer Registration is subject to disciplinary action under Code section 9884.8 in that Respondent failed to comply with invoice requirements under California Code of Regulations, title 16, section 3356, subdivision (a)(2)(A) and (a)(2)(B).

G. Respondent's Automotive Repair Dealer Registration is subject to disciplinary action under Code section 9884.9 and California Code of Regulations, title 16, section for violating the requirements for estimates and authorization under California Code of Regulations, title 16, section 3353, subdivision (c).

H. Respondent's Automotive Repair Dealer Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(5) in that Respondent engaged in conduct constituting gross negligence.

ORDER

IT IS SO ORDERED that Automotive Repair Dealer Registration No. 270969, heretofore issued to Maria de los Angelo Whisner, Owner, doing business as Foreplay Customz, is revoked.

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Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a written motion requesting that the Decision be vacated and stating the grounds relied on within seven (7) days after service of the Decision on Respondent. The motion should be sent to the Bureau of Automotive Repair, ATTN: William D. Thomas, 10949 North Mather Blvd., Rancho Cordova, CA 95670. The agency in its discretion may vacate the Decision and grant a hearing on a showing of good cause, as defined in the statute.

This Decision shall become effective on February 24, 2015.

It is so ORDERED January 5, 2015

TAMARA COLSON
Assistant General Counsel
Department of Consumer Affairs

70935357.DOC
DOJ Matter ID:SD2014707582

Attachment:
Exhibit A: Accusation

Exhibit A

Accusation

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

In the Matter of the Accusation Against: **MARIA DE LOS ANGELO WHISNER, OWNER, DOING BUSINESS AS FOREPLAY CUSTOMZ** **5836 Republic Street** **Riverside, CA 92504** **P.O. Box 551** **Corona CA 92878** **Automotive Repair Dealer Registration No. ARD 270969** Respondent.	Case No. 77/15-8 **A C C U S A T I O N**

Complainant alleges:

PARTIES

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

2. On or about November 27, 2012, the Bureau of Automotive Repair issued Automotive Repair Dealer Registration Number ARD 270969 to Maria de los Angelo Whisner,

Owner, doing business as Foreplay Customz (Respondent). The Automotive Repair Dealer Registration expired on November 30, 2013, and has not been renewed.

JURISDICTION

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

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

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

6. Section 9884.22 of the Code states:

"(a) Notwithstanding any other provision of law, the director may revoke, suspend, or deny at any time any registration required by this article on any of the grounds for disciplinary action provided in this article. The proceedings under this article shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code, and the director shall have all the powers granted therein.

". . . ."

STATUTORY PROVISIONS

7. Section 22 of the Code states:

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

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

8. Section 23.7 of the Code states:

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

9. Section 9884.6 of the Code states:

"(a) It is unlawful for any person to be an automotive repair dealer unless that person has registered in accordance with this chapter [the Automotive Repair Act] and unless that registration is currently valid.

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

10. Section 9884.7 of the Code states:

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

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

". . .

"(4) Any other conduct that constitutes fraud.

"(5) Conduct constituting gross negligence.

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

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

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

". . .

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

11. Section 9884.8 of the Code states:

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

12. Section 9884.9 of the Code states:

"(a) The automotive repair dealer shall give to the customer a written estimated price for labor and parts necessary for a specific job. No work shall be done and no charges shall accrue before authorization to proceed is obtained from the customer. No charge shall be made for work done or parts supplied in excess of the estimated price without the oral or written consent of the

customer that shall be obtained at some time after it is determined that the estimated price is insufficient and before the work not estimated is done or the parts not estimated are supplied. Written consent or authorization for an increase in the original estimated price may be provided by electronic mail or facsimile transmission from the customer. The bureau may specify in regulation the procedures to be followed by an automotive repair dealer if an authorization or consent for an increase in the original estimated price is provided by electronic mail or facsimile transmission. If that consent is oral, the dealer shall make a notation on the work order of the date, time, name of person authorizing the additional repairs and telephone number called, if any, together with a specification of the additional parts and labor and the total additional cost, and shall do either of the following:

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

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

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

_____

(signature or initials)"

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

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

"(c) In addition to subdivisions (a) and (b), an automotive repair dealer, when doing auto body or collision repairs, shall provide an itemized written estimate for all parts and labor to the

customer. The estimate shall describe labor and parts separately and shall identify each part, indicating whether the replacement part is new, used, rebuilt, or reconditioned. Each crash part shall be identified on the written estimate and the written estimate shall indicate whether the crash part is an original equipment manufacturer crash part or a nonoriginal equipment manufacturer aftermarket crash part.

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

13. Section 9884.11 of the Code states that "[e]ach automotive repair dealer shall maintain any records that are required by regulations adopted to carry out this chapter [the Automotive Repair Act]. Those records shall be open for reasonable inspection by the chief or other law enforcement officials. All of those records shall be maintained for at least three years."

REGULATORY PROVISIONS

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

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

". . .

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

"(1) If the authorization from the customer for additional repairs, parts, or labor in excess of the written estimated price is obtained orally, the dealer shall also make a notation on the work

order and on the invoice of the date, time, name of the person authorizing the additional repairs, and the telephone number called, if any, together with the specification of the additional repairs, parts, labor and the total additional costs.

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

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

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

". . . ."

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

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

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

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

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

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

". . . ."

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

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

"(a) All invoices relating to automotive repair including invoices received from other sources for parts and/or labor.

"(b) All written estimates pertaining to work performed.

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

COSTS

17. Section 125.3 of the Code provides, in pertinent part, that the Director may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case, with failure of the licentiate to comply subjecting the license to not being renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be included in a stipulated settlement.

FACTS

18. At all times alleged in this Accusation, Richard Cushman, also known as Rick Cushman (Rick) and Jason Cushman (Jason) were technicians, employees, partners, officers, or members of Respondent.

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JOHN DALLURA COMPLAINT

19. In September 2012, John Dallura experienced transmission problems with his vehicle. Dallura asked Respondent to work on his vehicle. Respondent's employee, Rick, appeared with a pickup and trailer for the towing. Dallura gave Rick a check for $1,000.00 to begin the repairs.

20. Later, Respondent's employee, Jason, called Dallura and told him that the transmission required hard parts. Dallura authorized Jason to take $400.00 from his bank account.

21. Jason called Dallura and told him that the engine needed a lot of work. Jason recommended replacing the cam phasers, guides, oil solenoids, and cam tensioners. Dallura bought the parts that Jason recommended from another facility and had them shipped to Respondent. The engine parts that Dallura shipped to Respondent were installed on a different customer's vehicle.

22. When Rick delivered Dallura's vehicle to him, Rick demanded $300.00 to release the vehicle without any test drive. Dallura was given no receipts or old parts. The vehicle would not exceed 30 miles per hour with the transmission light and engine light both illuminating. Thereafter, Dallura complained that the vehicle was running bad. Jason told Dallura the ignition coils needed replacement.

23. Dallura took the vehicle to a different shop where they discovered that in fact the wrong type of ignitions coils were installed, there was carbon tracking, and the transmission had been improperly rebuilt. The cost to correct the repairs is $3,800.00.

24. Respondent switched Dallura's battery with an inferior battery and damaged the global positioning sensor in the dash along with the radio. Respondent removed the K&N air filter, dented the vehicle (repairs estimated at $1,500.00) and returned the vehicle without an engine oil dip stick. Jason told Dallura that he would replace the spark plugs for $300.00 and failed to do so.

25. Jason told a Bureau representative that he did not feel qualified to work on the timing chain area and sent those repairs out to a neighboring facility. Jason said that he still had the unopened timing cover gaskets that Dallura had shipped to him. He told the Bureau

representative that he installed the idle control valve that was in the same package. Jason acknowledged that while test driving Dallura's vehicle, it would not go over ten miles per hour and had multiple trouble codes. Jason admitted that the transmission had not been properly rebuilt.

FIRST CAUSE FOR DISCIPLINE

(Unlicensed Activity)

26. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18-25.

27. Respondent is subject to disciplinary action under Code Section 9884.6, subdivision (a), in that Respondent did not have a currently valid registration during the Dallura transaction.

SECOND CAUSE FOR DISCIPLINE

(Invoice Violations)

28. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18-27.

29. Respondent's Registration is subject to disciplinary action under Code section 9884.8 in that Respondent failed to comply with invoice requirements. Under Regulations section 3356, subd. (a)(2)(B), Respondent did not identify parts in a manner that the customer could understand when Respondent charged $710.00 for "Hard Parts for Transmission."

THIRD CAUSE FOR DISCIPLINE

(Willful Departure from or Disregard of Accepted Trade Standards)

30. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18-29.

31. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(7) in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair in any material respect, which is prejudicial to another without consent of the owner or his or her duly authorized representative. The transmission was not rebuilt within the accepted trade standards for good and workmanlike repair.

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PER ASBERG COMPLAINT

32. On August 31, 2012, Per Asberg contracted with Respondent for a replacement long block on his vehicle to be completed in seven days. Respondent picked up the vehicle and took it to their facility. Jason said that they would rebuild the engine with stage 2 camshafts for $3,800.00 and install a Hyper Tech chip for $300.00. Asberg paid $3,200.00 as a deposit. Jason later contracted with Asberg for new camshaft phasers and actuators for an additional $480.00. The parties also agreed that Respondent would do body work and paint work to the left front bumper and window frame area for an additional $160.00.

33. On October 30, 2012, Jason told Asberg that although the vehicle was ready, three of the ignition coils were not firing properly. That night, Asberg picked up the vehicle to avoid additional delays. When Asberg picked it up, Respondent told him that the vehicle had a slight hesitation when applying the throttle from idle and changing the three ignitions coil would resolve the problem.

34. Respondent requested payment for the balance of the bill, $1,540.00. Respondent later reduced the balance due to $1,000.00. Asberg paid that amount and picked up his vehicle. While driving uphill on the way home, the vehicle would not exceed 40 miles per hour.

35. The next day during the daylight, Asberg looked at the vehicle and saw that it was extremely dirty and the bodywork was unfinished and performed at an unacceptable quality. The driver seat had a broken panel and the hood was scratched. Asberg tried unsuccessfully to get Respondent to either inspect the vehicle with a scanner or take the vehicle back for corrective work.

36. On December 20, 2012, the vehicle was inspected. There were four defective spark plugs and two ignition coils. The transmission leaked fluid out of the front pump area. The engine made unusual noises while it ran. The camshafts were stock units, not the stage 2 camshafts as contracted for. There was damage to the camshaft actuator assembly like prying had occurred on it and unusual markings on one of the camshaft actuator solenoids. There was extensive scoring throughout the engine like the oil was contaminated with debris, and it looked

like the inside of the engine had not been cleaned. Both cylinder heads needed replacement because of excessive scoring on the camshaft bearing surfaces.

37. Asberg paid $4,061.00 to one facility for corrective engine rebuilding and paid another facility $1,485.00 to rebuild the transmission. When Asberg got the vehicle from Respondent, the air conditioner Freon had been emptied, and it cost him $214.90 to have the air conditioning become serviceable again. Asberg had previously provided a cold air intake system for Respondent to install on the vehicle and Respondent failed to return the original unit, valued at $800.00.

38. Respondent had subcontracted the engine services on Asberg's vehicle to another facility. Jason had asked that a ring job and a valve job be performed on the engine on Asberg's vehicle. The subcontracted facility had to get replacement heads because the original ones were not longer serviceable. There was no subcontract to install any aftermarket or performance camshafts.

FOURTH CAUSE FOR DISCIPLINE

(Unlicensed Activity)

39. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 32-38.

40. Respondent is subject to disciplinary action under Code Section 9884.6, subdivision (a), in that Respondent did not have a currently valid registration during the Asberg transaction.

FIFTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statement)

41. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 32-40.

42. Respondent Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which Respondent knew or in the exercise of reasonable care should have known to be untrue or misleading. The violations include the following:

a. Respondent contracted to provide a "Stage 2 Cam" but failed to include aftermarket performance camshafts.

b. Respondent contracted with Asberg to provide a "30,000 mile or 3 Years" warranty, then unilaterally changed the terms of the contract to omit this warranty and declined to honor it.

SIXTH CAUSE FOR DISCIPLINE

(Fraud)

43. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 32-42.

44. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent committed acts which constitute fraud. Respondent contracted with Asberg that the rebuilt motor would include a "Stage 2 Cam" and failed to include a "Stage 2 Cam." In fact and in truth, as Respondent well knew, a "Stage 2 Cam" was never installed. Respondent intended Asberg to rely on the contract that the rebuilt motor would include a "Stage 2 Cam." Asberg detrimentally relied on this statement by agreeing to the contract. Asberg had to pay another repair facility for the full service that he had previously contracted Respondent to do.

SEVENTH CAUSE FOR DISCIPLINE

(False Promise)

45. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 32-44.

46. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile. Respondent told Asberg that Respondent would rebuild the engine and provided a 30,000 mile warranty but subsequently declined to honor the warranty.

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EIGHTH CAUSE FOR DISCIPLINE

(Invoice Violations)

47. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 32-46.

48. Respondent's Registration is subject to disciplinary action under Code section 9884.8 in that Respondent failed to comply with invoice requirements under Regulations section 3356, subdivision (a)(2)(A) and (a)(2)(B). Respondent failed to identify services performed or parts in a manner that the customer could understand when Respondent charged for a "Rebuilt Motor" and "R & R Motor" on the invoice.

NINTH CAUSE FOR DISCIPLINE

(Violation of Estimate and Authorization Requirements)

49. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 32-48.

50. Respondent's Registration is subject to disciplinary action under Code section 9884.9 and the Regulations for violating the requirements for estimates and authorization. Under Regulations section 3353, subdivision (c), Respondent failed to record additional authorization for the Cam phasers, actuators, and the paint bumper/body work that they charged for.

TENTH CAUSE FOR DISCIPLINE

(Willful Departure from or Disregard of Accepted Trade Standards)

51. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 32-50.

52. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(7) in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair in any material respect, which is prejudicial to another without consent of the owner or his or her duly authorized representative. There were four defective spark plugs and two ignition coils. The transmission leaked fluid. The camshaft was damaged. There was extensive scoring throughout the engine. Both cylinder heads needed

replacement. Asberg had to pay other facilities to perform the corrective engine rebuilding and transmission rebuild.

CAMI FARRAR COMPLAINT

53. In January 2013, Cami Farrar (Farrar) had the engine previously rebuilt in her vehicle and was having trouble getting the timing correctly adjusted. On March 11, 2013, Farrar took the car to Respondent for inspection and dealt with Jason.

54. Jason told Farrar that he removed the valve cover and that the valve train did not look new. He told her that the engine did not have any new parts in it, but to be sure he would need to disassemble the engine. Jason assured her that he would document, photograph, and record the work begin done. Farrar agreed and asked Jason to save the old parts.

55. On March 15, 2013, Respondent prepared the invoice to rebuild the engine for $1,980.00. Farrar paid a $1,500.00 cash deposit.

56. Jason told Farrar that the valve cover had been installed incorrectly; the only new parts in the engine were the lifters and the number 2 rod bearing; there was no sleeve installed; the block had not been bored or honed; and a cracked piston had been left in the engine.

57. On April 3, 2013, Farrar picked up her car and paid the balance of $480.00. When she requested the old parts, Jason told her that he needed to clean the shop and that he would save the parts in a box for her. Respondent provided another copy of the invoice that was at a price of $2,900.00, $1,000.00 higher than what she actually paid, and told her to use this copy to sue the previous repair facility.

58. On April 5, 2013, her vehicle died on the freeway and was towed back to Respondent's facility. Farrar again requested the old parts and again she was told that they would be available when she picked up her vehicle.

59. On April 9, 2013, Farrar returned to Respondent's facility to pick up her vehicle and arranged to photograph the old parts on April 12, 2013.

60. On April 12, 2013, when Farrar went to photograph the old parts, Jason said he was not feeling well and offered to have her come to his residence where he would provide a recent invoice. When Farrar arrived at Jason's residence, he told her that the photos he had taken were

sufficient. Farrar insisted on taking her own pictures. Jason said that his father, Rick, would meet her at the facility in thirty minutes and she could take pictures then. After waiting about two and a half hours, Rick arrived at Respondent's facility. Rick showed Farrar three gaskets and she asked to see the pistons and rings they represented had been removed. Rick told her that the pistons were still at the machine shop and he would have to pick them up later.

61. On April 19, 2013, Farrar sent Jason a letter requesting the old parts, including the old freeze plugs, the old oil pan, the old camshaft, the old lifters, the old rod bearings, the old piston rings, and the old gaskets as listed on the invoice. The next day, Jason informed her that the requested parts would be available in two days.

62. Two days later, Farrar went to Respondent's facility to pick up the old parts and the door was locked. Rick was on the side of the building and Farrar asked for the old parts to be returned. Rick told her that he would get them. She asked him for the business license number. When Rick asked her why she needed the business license number, she said she wanted it for her records. Rick then told her that he would not provide the license number or the old parts. Later, he provided her with a bag that had five pistons and told her that the other piston was at his house. The parts did not match the parts in the photos that Farrar had of her vehicle.

ELEVENTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

63. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 53-62.

64. Respondent Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which Respondent knew or in the exercise of reasonable care should have known to be untrue or misleading. When Respondent provided another copy of the invoice to Farrar, Farrar was told that this other copy should be used to sue the previous repair facility because it was for $1,000.00 more than Farrar had actually paid for the service.

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TWELFTH CAUSE FOR DISCIPLINE

(Invoice Violations)

65. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 53-64.

66. Respondent's Registration is subject to disciplinary action under Code section 9884.8 in that Respondent failed to comply with invoice requirements. Under Regulations section 3356, subd. (a)(2) (A) and (a)(2)(B), Respondent charged for a "Rebuild Motor" and did not properly list parts supplied with price and labor.

MICHAEL BRUMMETT COMPLAINT

67. In January 2013, Michael Brummett was having trouble with his vehicle and had been told previously that the head gaskets had blown and would cost $1,700.00. He then took it to another facility and was recommended to replace the engine rather than replacing the cylinder head gaskets.

68. Brummett looked for a replacement engine and was referred to Respondent. Brummett spoke with Jason. Jason said they could replace the head gaskets for $900.00. Brummett agreed. On January 25, 2013, Rick came to pick up the vehicle. Brummett was asked to write a check made payable to Jason for $400.00 as a deposit.

69. On February 2, 2013, Jason contacted Brummett, told him that there was very low compression in some of the cylinders, recommended rebuilding the engine, and asked for an additional cost of $1,600.00 to start the rebuild. Upon Jason's request, Brummett provided Jason a check payable to Jason for $1,600.00.

70. On February 9, 2013, Brummett picked up the vehicle and paid the $600.00 balance due by a check made payable to Jason. Brummett noticed that when the vehicle was low on gas, the engine would stumble and miss. When Brummett contacted Jason for advice, Jason recommended replacing the fuel pump with a Ford factory fuel pump and quoted the job at $650.00.

71. On March 7, 2013, Rick picked up the vehicle. Brummett gave Rick a check for $650.00 payable to Jason. About two weeks later, Brummett got his vehicle back.

72. On May 1, 2013, Brummett took his vehicle to a local mechanic to check for oil leaks; there were no signs that any of the work that Respondent charged Brummett for had been done.

73. Brummett paid a total of $3,250.00 to Jason for the repairs performed at Respondent's facility.

74. On June 10, 2013, a Bureau representative inspected Brummett's vehicle. The hood had not been removed from the vehicle; the hood normally is removed to facilitate removing the engine. The engine had been cleaned as if it was an attempt to make it look like the engine had been worked on. The cleaning was not thorough enough and there were many areas that revealed the parts had not been disassembled. Many of the fasteners needed to disassemble the engine had not been removed or disturbed. There was a white residue coming from the water pump and head gasket areas and appeared to have been resealed with a sealer additive.

75. Later, the Bureau representative re-inspected the intake gasket and saw that the intake gasket was not in near new condition.

THIRTEENTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

76. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 67-75.

77. Respondent Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which Respondent knew or in the exercise of reasonable care should have known to be untrue or misleading. Respondent represented that they had rebuilt the engine, when in fact and in truth the work had not been done.

FOURTEENTH CAUSE FOR DISCIPLINE

(Fraud)

78. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 67-77.

79. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent committed acts which constitute fraud. Respondent

contracted with Brummett to rebuild the engine. In fact and in truth, as Respondent well knew, Respondent did not rebuild the engine. Respondent intended Brummett to rely on the contract that the engine would be rebuilt. Brummett detrimentally relied on this statement by paying Respondent. Brummett had to pay another facility for the full service that he had contracted Respondent to do.

FIFTEENTH CAUSE FOR DISCIPLINE

(False Promise)

80. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 67-79.

81. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile. Respondent contracted with Brummett to rebuild the engine. In fact and in truth, as Respondent well knew, Respondent did not rebuild the engine.

CHRISTOPHER BROWN COMPLAINT

82. In 2012, Christopher Brown experienced an engine knock in his vehicle's engine. He was referred to Respondent and spoke with Jason. In November 2012, Jason contracted with Brown to install a used engine with about 82,000 miles.

83. On or about November 30, 2012, Rick picked up Brown's vehicle and towed it to Respondent's facility for the used engine installation. Brown gave Rick a $500.00 deposit. A few days later, Brown asked Jason for an update on the progress of the repairs. Jason said that it would be done by the end of the week. When Brown asked if Jason was going to install all new parts, Jason said that they were only going to replace what was needed. Brown requested all new hoses, vacuum lines, belts, and heater core and requested Respondent to repair the shift indicator. Jason told Brown that there would be an additional charge of $350.00 for the parts. Brown agreed and on December 3, 2012, paid Respondent $350.00.

84. On December 6, 2012, Brown asked Jason if the vehicle was ready. Jason told him that the engine he was going to install would not work, so he was looking for another engine.

Jason said it would take a few days or weeks to find a suitable engine and that he could not warranty it. Jason offered to rebuild the original engine with a 3 year warranty. Jason said he could rebuild the engine for $2,070.00 and have it done in two weeks. Brown authorized the engine rebuilding and Jason asked for another $400.00 deposit to get the engine to the machine shop. Brown charged $400.00 to a credit card.

85. On December 20, 2012, Brown called Respondent's facility and spoke with Rick. Rick told Brown that machine shop had informed them that the engine was ready for pick up. Rick said that he could pick up the motor that day and get the vehicle done before Jason returned on January 1, 2013. Rick said he needed $500.00 to pick up the engine from the machine shop. Brown agreed and charged $500.00 to his credit card. He asked if the vehicle would be ready in the first week of January 2013; Rick confirmed that it would.

86. On January 4, 2013, Brown called Respondent and got no response. A week later, he tried again and got the same result.

87. In mid January 2013, Brown contacted Jason and asked for an update on the progress of his vehicle. Jason said that there was something wrong with the motor and he had to send the motor back to the machine shop. When Brown asked when the vehicle would be ready, Jason said that he should get the motor back from the machine shop any day and then it would not take any longer than two weeks.

88. On July 9, 2013, Brown arrived at Respondent's facility and found no motor or transmission in the vehicle. The heater core had not been touched, the windows did not work, and the shift indicator did not work.

89. On July 13, 2013, nothing had been done to the vehicle. Brown called Jason and got no answer. He sent Jason a text message asking about the motor and transmission and why he had not done anything he was contracted to do. Jason replied that they were moving. Brown had the vehicle towed to his residence.

90. Overall, Brown had paid Respondent $1,750.00 to rebuild the engine. When Brown got the vehicle back, it did not have an engine or transmission. It was missing many pieces and the transmission lines and cables had been cut.

SIXTEENTH CAUSE FOR DISCIPLINE

(Willful Departure from or Disregard of Accepted Trade Standards)

91. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 82-90.

92. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(7) in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair in any material respect, which is prejudicial to another without consent of the owner or his or her duly authorized representative. When Brown got the vehicle back, it did not have an engine or transmission. It was missing many pieces and the transmission lines and cables had been cut.

SEVENTEENTH CAUSE FOR DISCIPLINE

(Gross Negligence)

93. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 82-92.

94. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(5) in that Respondent engaged in conduct constituting gross negligence. When Brown got the vehicle back, it did not have an engine or transmission. It was missing many pieces and the transmission lines and cables had been cut.

EIGHTEENTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

95. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 82-94.

96. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which Respondent knew or in the exercise of reasonable care should have known to be untrue or misleading. The violations include the following:

a. Respondent sold a used engine and upgraded to an engine rebuilding service and replacement of consumer requested parts that were never performed. The vehicle was returned to the consumer without an engine or transmission.

b. Jason said that there was something wrong with the motor and he had to send the motor back to the machine shop. Jason said he would get the motor back any day and then it would take no longer than two weeks. Jason never returned the engine to the consumer.

NINETEENTH CAUSE FOR DISCIPLINE

(Fraud)

97. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 82-96.

98. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent committed acts which constitute fraud. Respondent received $1,750.00 from Brown to rebuild the engine. In fact and in truth, as Respondent well knew, Respondent did not rebuild the engine. Respondent intended Brown to rely on Respondent's representation that the engine would be rebuilt. Brown detrimentally relied on this statement by agreeing to the contract and paying $1,750.00. After Respondent had a reasonable amount of time to complete the contract, Brown's vehicle was missing an engine and transmission; it was missing many pieces; and the transmission lines and cables had been cut.

TWENTIETH CAUSE FOR DISCIPLINE

(False Promise)

99. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 82-98.

100. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile. Respondent sold Brown a used engine, told Brown that the engine would not work, and then sold Brown a rebuilding service. Ultimately, the vehicle was returned to the consumer without an engine or transmission.

RICHARD HURTADO SR. COMPLAINT

101. On February 10, 2013, Richard Hurtado Sr. contracted with Respondent to have the engine in his vehicle rebuilt for $1,000.00. Hurtado also agreed to give Respondent $500.00 credit toward graphic design services. Hurtado paid Respondent $500.00 as a deposit and he was never provided a receipt.

102. A month later, Hurtado returned to Respondent's facility and paid $500.00 in hopes of getting the work timely completed. Hurtado was not given a receipt.

103. On June 3, 2013, after a lack of progress on the contract, Hurtado and Rick met with local law enforcement. Rick acknowledged to the officer that Hurtado had paid in full for the services. The officer would not leave until an agreement was written stating what was to be done and what had been paid. Rick wrote the agreement and provided that the contract would be completed by June 22, 2013. He gave Hurtado a copy.

104. Four months later, Jason and Rick failed to rebuild the engine. Neither Jason nor Rick would return phone calls or provide any refund. Hurtado's car had been pushed onto the street and was missing an engine, transmission, drive shaft, engine parts including an Edelbrock carburetor, intake manifold, fuel pump, and the new Kenwood stereo. Hurtado did not receive his car keys or alarm.

TWENTY-FIRST CAUSE FOR DISCIPLINE

(Untrue or Misleading Statement)

105. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 101-104.

106. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which Respondent knew or in the exercise of reasonable care should have known to be untrue or misleading. Respondent received $1,000.00 from Hurtado to rebuild the engine. In fact and in truth, as Respondent well knew, Respondent did not rebuild the engine. Later, Rick agreed that the contract would be completed by June 22, 2013, and subsequently violated that agreement.

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TWENTY-SECOND CAUSE FOR DISCIPLINE

(Fraud)

107. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 101-106.

108. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent committed acts which constitute fraud. Respondent received $1,000.00 from Hurtado to rebuild the engine. In fact and in truth, as Respondent well knew, Respondent did not rebuild the engine. Respondent intended Hurtado to rely on Respondent's representation that the engine would be rebuilt. Hurtado detrimentally relied on this statement by agreeing to the contract and paying $1,000.00. After Respondent had a reasonable amount of time to complete the contract, Hurtado's vehicle was in a state of disassembly in that it had been pushed onto the street and was missing an engine, transmission, drive shaft, the new Kenwood stereo, and engine parts including an Edelbrock carburetor, intake manifold, and fuel pump.

TWENTY-THIRD CAUSE FOR DISCIPLINE

(False Promises)

109. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 101-108.

110. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile. Respondent sold an engine rebuilding service that was never performed. Rick prepared a signed agreement for this service. Hurtado's vehicle was left without an engine or transmission and many parts were missing.

TWENTY-FOURTH CAUSE FOR DISCIPLINE

(Willful Departure from or Disregard of Accepted Trade Standards)

111. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 101-110.

112. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(7) in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair in any material respect, which is prejudicial to another without consent of the owner or his or her duly authorized representative. Hurtado's vehicle was left without an engine or transmission and many parts were missing.

TWENTY-FIFTH CAUSE FOR DISCIPLINE

(Gross Negligence)

113. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 101-112.

114. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(5) in that Respondent engaged in conduct constituting gross negligence. Hurtado's vehicle was left without an engine or transmission and many parts were missing.

MIKE ROBERSON COMPLAINT

115. On June 10, 2013, Mike Roberson looked on Craig's List for vehicles for sale and found a 1969 AMC Javelin AMX that interested him. Roberson responded to the advertisement and spoke with Jason. Jason offered to sell the vehicle for $8,000.00 and represented that it had new paint and was in mint condition. Roberson asked Jason if he would be interested in a trade for a 2004 Harley Davidson Wide Glide custom motorcycle. Jason said he would bring the car to Roberson's residence for inspection and possible trade.

116. When Jason brought the vehicle for inspection, Roberson determined that it was in too poor condition for the trade and Jason left with the vehicle.

117. The next day, Jason called Roberson and asked if he would be interested in trading the motorcycle and something else of additional value in exchange for Jason rebuilding the engine and transmission, installing a racing camshaft, aluminum high rise intake manifold, 750 CFM carburetor, headers, new belts, hoses, chrome valve covers, new grille, new tail lights, new weather strip, custom paint gloss black with stripes, new carpet, door trim panels, a radiator, new brakes, shocks, and new tires; re-chroming the front and rear bumpers; replacing the steering wheel and the passenger side window glass; and repairing the lower radiator support and repairing

the torn seat. Roberson agreed and gave Jason the motorcycle, leather jacket, helmet, and an M-1 Garand rifle for a total agreed value of $14,500.00. Respondent prepared a repair order documenting the agreement.

118. On August 7, 2013, Roberson had an appointment to meet Jason to inspect the vehicle and drive it home if the repairs were complete. Jason did not show up for this appointment.

119. The next day, Roberson went to Jason's residence. The house was deserted and the vehicle was in the back yard. The Riverside County Sheriff's Office was called and released the vehicle to Roberson. The vehicle was towed to Roberson's residence.

120. As of August 28, 2013, nothing on the repair order had been performed. The vehicle was in a partially disassembled state. The doors had been removed; and the carburetor, fan, radiator, and console were missing.

TWENTY-SIXTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

121. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 115-120.

122. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which Respondent knew or in the exercise of reasonable care should have known to be untrue or misleading. Respondent sold a vehicle with a restoration service including a rebuilt engine, rebuilt transmission, performance camshaft, carburetor, intake manifold, headers, brakes, shocks, tires, re-chromed bumpers, custom paint, new carpet in exchange for a motorcycle, leather jacket, helmet, and a rifle collectively valued at $14,500.00. Later, the vehicle was stripped and abandoned and the contracted services were never performed.

TWENTY-SEVENTH CAUSE FOR DISCIPLINE

(Fraud)

123. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 115-122.

124. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent committed acts which constitute fraud. Respondent received a motorcycle, leather jacket, helmet, and an M-1 Garand rifle for a total agreed value of $14,500.00 in exchange for Respondent selling Roberson a vehicle with a restoration service including a rebuilt engine, rebuilt transmission, performance camshaft, carburetor, intake manifold, headers, brakes, shocks, tires, re-chromed bumpers, custom paint, and new carpet. In fact and in truth, as Respondent well knew, Respondent did not perform these services and repairs. Respondent intended Roberson to rely on Respondent's representation that these services and repairs would be performed. Roberson detrimentally relied on this statement by agreeing to the contract. After Respondent had a reasonable amount of time to complete the contract, nothing on the repair order had been performed. The vehicle was in a partially disassembled state. The doors had been removed and the carburetor, fan, radiator, and console were missing.

TWENTY-EIGHT CAUSE FOR DISCIPLINE

(False Promise)

125. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 115-124.

126. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile. Respondent sold a vehicle with a restoration service including a rebuilt engine, rebuilt transmission, performance camshaft, carburetor, intake manifold, headers, brakes, shocks, tires, re-chromed bumpers, custom paint, new carpet in exchange for a motorcycle, leather jacket, helmet, and a rifle collectively valued at $14,500.00. Later, the vehicle was stripped and abandoned and the contracted services were never performed.

TWENTY-NINTH CAUSE FOR DISCIPLINE

(Willful Departure from or Disregard of Accepted Trade Standards)

127. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 115-126.

128. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(7) in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair in any material respect, which is prejudicial to another without consent of the owner or his or her duly authorized representative. The vehicle was in a partially disassembled state. The doors had been removed; and the carburetor, fan, radiator, and console were missing.

THIRTIETH CAUSE FOR DISCIPLINE

(Gross Negligence)

129. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 115-128.

130. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(5) in that Respondent engaged in conduct constituting gross negligence. The vehicle was in a partially disassembled state. The doors had been removed; and the carburetor, fan, radiator, and console were missing.

ROBERT MAI COMPLAINT

131. In June 2013, Robert Mai advertised on Craig's list a request for paint and body work to be done on his 1974 Chevrolet Camaro. Jason called Mai in response to the advertisement and offered to bring the vehicle to Respondent's facility, do all of the body work, install new quarter panels and glass, and paint the car in white pearl paint with a ghost stripe by August 1, 2013, in exchange for Mai's 1996 GMC Suburban with the agreed value of $5,000.00. Mai agreed.

132. On June 2, 2013, Jason arrived at Mai's residence and placed Mai's Camaro on a trailer and drove the Suburban back to Respondent's facility. A repair order was prepared to document the transaction.

133. On June 12, 2013, Mai went to Respondent's facility to check on the progress of the repairs. Jason told him that he had until August 1, 2013, to complete the repairs.

134. After August 1, 2013, Mai retrieved the Camaro after it had been left at another facility. On August 14, 2013, Mai contracted with another facility to complete the repairs for $5,213.00.

135. On December 18, 2013, the quarter panels had not been replaced. The doors, hood, trunk lid, and bumpers had been removed. The body work had not been completed. The glass was not installed. No painting had occurred.

136. In December 2013, a man advertised on Craig's List to barter a 2004 Kawasaki motorcycle. The man received a response from Jason offering to trade the Kawasaki motorcycle for the Suburban. The trade was later completed.

THIRTY-FIRST CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

137. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 131-136.

138. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which Respondent knew or in the exercise of reasonable care should have known to be untrue or misleading. Respondent contracted with Mai to perform "Complete body and paint"; "Paint White pearl"; "Ghost strips"; "Install new quartere [sic] panels"; and "Install glass" in exchange for a 1996 Chevrolet Suburban valued at $5,000.00. The contracted services were never performed.

THIRTY-SECOND CAUSE FOR DISCIPLINE

(Fraud)

139. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 131-138.

140. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent committed acts which constitute fraud. Respondent contracted with Mai to perform "Complete body and paint"; "Paint White pearl"; "Ghost strips"; "Install new quartere [sic] panels"; and "Install glass" in exchange for a 1996 Chevrolet Suburban valued at $5,000.00. In fact and in truth, as Respondent well knew, Respondent did not perform these services and repairs. Respondent intended Mai to rely on Respondent's representation that these services and repairs would be performed. Mai detrimentally relied on this statement by

agreeing to the contract. After Respondent had a reasonable amount of time to complete the contract, Mai contracted with another facility to complete the repairs.

THIRTY-THIRD CAUSE FOR DISCIPLINE

(False Promise)

141. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 131-140.

142. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(8), in that Respondent made a false promise of a character likely to influence, persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile. Respondent contracted with Mai to perform "Complete body and paint"; "Paint White pearl"; "Ghost strips"; "Install new quartere [sic] panels"; and "Install glass" in exchange for a 1996 Chevrolet Suburban valued at $5,000.00. The contracted services were never performed.

THIRTY-FOURTH CAUSE FOR DISCIPLINE

(Willful Departure from or Disregard of Accepted Trade Standards)

143. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 131-142.

144. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(7) in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair in any material respect, which is prejudicial to another without consent of the owner or his or her duly authorized representative. Mai contracted with another facility to complete the repairs for $5,213.00. The quarter panels had not been replaced. The doors, hood, trunk lid, and bumpers had been removed. The body work had not been completed. The glass was not installed. No painting had occurred.

THIRTY-FIFTH CAUSE FOR DISCIPLINE

(Gross Negligence)

145. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 18 and 131-144.

146. Respondent's Registration is subject to disciplinary action under Code section 9884.7, subdivision (a)(5) in that Respondent engaged in conduct constituting gross negligence. Mai contracted with another facility to complete the repairs for $5,213.00. The quarter panels had not been replaced. The doors, hood, trunk lid, and bumpers had been removed. The body work had not been completed. The glass was not installed. No painting had occurred.

OTHER MATTERS

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

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 270969 issued to Maria de los Angelo Whisner, Owner, doing business as Foreplay Customz;

2. Ordering Maria de los Angelo Whisner, Owner, doing business as Foreplay Customz 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. Revoking or suspending the registrations for all places of business operated in this state by Maria de los Angelo Whisner, Owner, doing business as Foreplay Customz; and

4. Taking such other and further action as deemed necessary and proper.

DATED: August 12, 2014

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

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