

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

In the Matter of the Accusation Against:

**ROCKLIN AUTOMOTIVE, INC.**  
**MARC B. FREIRE**  
**PRESIDENT/TREASURER**  
**SUZANNE B. FREIRE, SECRETARY**  
6800 Five Star Blvd.  
Rocklin, CA 95677

Case No. 77/14-11

OAH No. 2013100627

Automotive Repair Dealer Reg. No. ARD  
253181  
Smog Check Station License No. RC  
253181  
Lamp Station License No. LS 253181  
Brake Station License No. BS 253181

Respondent.

DECISION

The attached Stipulated Settlement and Disciplinary Order is hereby accepted and adopted as the Decision of the Director of the Department of Consumer Affairs in the above-entitled matter.

This Decision shall become effective September 12, 2014.

DATED: August 18, 2014

  
\_\_\_\_\_  
DOREATHEA JOHNSON  
Deputy Director, Legal Affairs  
Department of Consumer Affairs

1 KAMALA D. HARRIS  
Attorney General of California  
2 KENT D. HARRIS  
Supervising Deputy Attorney General  
3 PHILLIP L. ARTHUR  
Deputy Attorney General  
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*Attorneys for Complainant*

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

12 In the Matter of the Accusation Against:

Case No. 77/14-11

13 **ROCKLIN AUTOMOTIVE, INC.**  
**MARC B. FREIRE,**  
14 **PRESIDENT/TREASURER**  
**SUZANNE B. FREIRE, SECRETARY**  
15 6800 Five Star Blvd.  
Rocklin, CA 95677

OAH No. 2013100627

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

16 Automotive Repair Dealer Reg. No. ARD  
17 253181  
Smog Check Station License No. RC 253181  
18 Lamp Station License No. LS 253181  
Brake Station License No. BS 253181

19  
20 Respondent.

21  
22 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
23 entitled proceedings that the following matters are true:

24 PARTIES

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



1 on Respondent on September 4, 2013. Respondent timely filed its Notice of Defense contesting  
2 the Accusation.

3 8. A copy of Accusation No. 77/14-11 is attached as exhibit A and incorporated herein  
4 by reference.

5 ADVISEMENT AND WAIVERS

6 9. Respondent has carefully read, fully discussed with counsel, and understands the  
7 charges and allegations in Accusation No. 77/14-11. Respondent has also carefully read, fully  
8 discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary  
9 Order.

10 10. Respondent is fully aware of its legal rights in this matter, including the right to a  
11 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at  
12 its own expense; the right to confront and cross-examine the witnesses against them; the right to  
13 present evidence and to testify on its own behalf; the right to the issuance of subpoenas to compel  
14 the attendance of witnesses and the production of documents; the right to reconsideration and  
15 court review of an adverse decision; and all other rights accorded by the California  
16 Administrative Procedure Act and other applicable laws.

17 11. Respondent voluntarily, knowingly, and intelligently waives and gives up each and  
18 every right set forth above.

19 CULPABILITY

20 12. Respondent understand and agrees that the charges and allegations in Accusation No.  
21 77/14-11, if proven at a hearing, constitute cause for imposing discipline upon Respondent's  
22 Automotive Repair Dealer Registration No. ARD 253181, Smog Check Station License No. RC  
23 253181, Lamp Station License No. LS 253181, and Brake Station License No. BS 253181.

24 13. For the purpose of resolving the Accusation without the expense and uncertainty of  
25 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual  
26 basis for the charges in the Accusation, and that Respondent hereby gives up its right to contest  
27 those charges.

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1 **DISCIPLINARY ORDER**

2 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 253181,  
3 Smog Check Station License No. RC 253181, Brake Station License No. BS 253181, and Lamp  
4 Station License No. LS 253181, class A, issued to Respondent Rocklin Automotive, Inc.; Marc B.  
5 Freire, President/Treasurer; Suzanne B. Freire, Secretary (Respondent) are revoked. However,  
6 the revocation is stayed and Respondent is placed on probation for three (3) years on the  
7 following terms and conditions.

8 1. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 253181,  
9 Smog Check Station License No. RC 253181, Brake Station License No. BS 253181, and Lamp  
10 Station License No. LS 253181, class A issued to Respondent Rocklin Automotive, Inc.; Marc B.  
11 Freire, President/Treasurer; Suzanne B. Freire, Secretary (Respondent) are suspended for five (5)  
12 consecutive days beginning on the effective date of the decision.

13 2. **Obey All Laws.** Comply with all statutes, regulations and rules governing  
14 automotive inspections, estimates and repairs.

15 3. **Post Sign.** Post a prominent sign, provided by the Bureau, indicating the beginning  
16 and ending dates of the suspension and indicating the reason for the suspension. The sign shall be  
17 conspicuously displayed in a location open to and frequented by customers and shall remain  
18 posted during the entire period of actual suspension.

19 4. **Reporting.** Respondent or Respondent's authorized representative must report in  
20 person or in writing as prescribed by the Bureau of Automotive Repair, on a schedule set by the  
21 Bureau, but no more frequently than each quarter, on the methods used and success achieved in  
22 maintaining compliance with the terms and conditions of probation.

23 5. **Report Financial Interest.** Within 30 days of the effective date of this action, report  
24 any financial interest which any partners, officers, or owners of the Respondent facility may have  
25 in any other business required to be registered pursuant to Section 9884.6 of the Business and  
26 Professions Code.

27 6. **Random Inspections.** Provide Bureau representatives unrestricted access to inspect  
28 all vehicles (including parts) undergoing repairs, up to and including the point of completion.

1           7.    **Jurisdiction.** If an accusation is filed against Respondent during the term of  
2 probation, the Director of Consumer Affairs shall have continuing jurisdiction over this matter  
3 until the final decision on the accusation, and the period of probation shall be extended until such  
4 decision.

5           8.    **Violation of Probation.** Should the Director of Consumer Affairs determine that  
6 Respondent has failed to comply with the terms and conditions of probation, the Department may,  
7 after giving notice and opportunity to be heard revoke Respondent's Automotive Repair Dealer  
8 Registration, Smog Check Station License, Brake Station License, and Lamp Station License.

9           9.    **False and Misleading Advertising.** If the accusation involves false and misleading  
10 advertising, during the period of probation, Respondent shall submit any proposed advertising  
11 copy, whether revised or new, to the Bureau at least thirty (30) days prior to its use.

12           10. **Cost Recovery.** Respondent shall reimburse the amount of \$6,941.45, representing  
13 the Bureau's costs for investigation and prosecution of this action. Payment to the Bureau of the  
14 full amount of cost recovery shall be made in twenty-four (24) consecutive equal installments  
15 with the first payment due no later than 30 days after the effective date of the decision and the last  
16 payment due no later than 12 months before probation terminates. Failure to complete payment  
17 of cost recovery within this time frame shall constitute a violation of probation which may subject  
18 Respondent's Automotive Repair Dealer Registration, Smog Check Station License, Brake  
19 Station License, and Lamp Station License to outright revocation; however, the Director or the  
20 Director's Bureau of Automotive Repair designee may elect to continue probation until such time  
21 as reimbursement of the entire cost recovery amount has been made to the Bureau.

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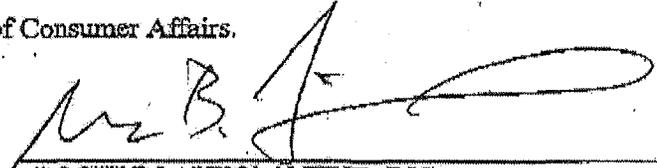
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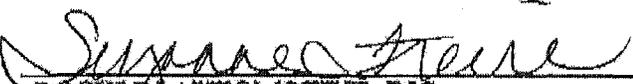
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I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Stephen L. Ramazzini. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration, Smog Check Station License, Brake Station License, and Lamp Station License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: 7-23-14

  
ROCKLIN AUTOMOTIVE, INC.,  
MARC B. FREIRE, PRESIDENT/TREASURER  
Respondent

DATED: 7-23-14

  
ROCKLIN AUTOMOTIVE, INC.,  
SUZANNE B. FREIRE, SECRETARY  
Respondent

I have read and fully discussed with Respondent Rocklin Automotive, Inc.; Marc B. Freire, President/Treasurer; Suzanne B. Freire, Secretary the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 25 July 2014

  
Stephen L. Ramazzini  
Attorney for Respondent

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ENDORSEMENT

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

Dated: 8/25/14

Respectfully submitted,  
KAMALA D. HARRIS  
Attorney General of California  
KENT D. HARRIS  
Supervising Deputy Attorney General  
  
PHILLIP L. ARTHUR  
Deputy Attorney General  
*Attorneys for Complainant*

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**Exhibit A**

**Accusation No. 77/14-11**

1 KAMALA D. HARRIS  
Attorney General of California  
2 KENT D. HARRIS  
Supervising Deputy Attorney General  
3 PHILLIP L. ARTHUR  
Deputy Attorney General  
4 State Bar No. 238339  
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7 *Attorneys for Complainant*

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10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**  
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15 **SUZANNE B. FREIRE, SECRETARY**  
6800 Five Star Blvd.  
Rocklin, CA 95677

**ACCUSATION**

16 Automotive Repair Dealer Reg. No. ARD 253181  
17 Smog Check Station License No. RC 253181  
Lamp Station License No. LS 253181  
18 Brake Station License No. BS 253181

Respondent.

19  
20 Complainant alleges:

21 **PARTIES**

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

25 **Automotive Repair Dealer Registration No. ARD 253181**

26 2. On or about January 14, 2008, the Director of Consumer Affairs ("Director") issued  
27 Automotive Repair Dealer Registration Number ARD 253181 ("registration") to Rocklin  
28 Automotive, Inc. ("Respondent"), with Marc B. Freire as president and treasurer and Suzanne B.

1 Freire as secretary. Respondent's registration was in full force and effect at all times relevant to  
2 the charges brought herein and will expire on December 31, 2013, unless renewed.

3 **Smog Check Station License No. RC 253181**

4 3. On or about July 31, 2008, the Director issued Smog Check Station License Number  
5 RC 253181 to Respondent. Respondent's smog check station license was in full force and effect  
6 at all times relevant to the charges brought herein and will expire on December 31, 2013, unless  
7 renewed.

8 **Lamp Station License No. LS 253181**

9 4. On or about July 9, 2009, the Director issued Lamp Station License Number  
10 LS 253181 to Respondent. Respondent's lamp station license was in full force and effect at all  
11 times relevant to the charges brought herein and will expire on December 31, 2013, unless  
12 renewed.

13 **Brake Station License No. BS 253181**

14 5. On or about July 9, 2009, the Director issued Brake Station License Number  
15 BS 253181 to Respondent. Respondent's brake station license was in full force and effect at all  
16 times relevant to the charges brought herein and will expire on December 31, 2013, unless  
17 renewed.

18 **JURISDICTION**

19 6. Business and Professions Code ("Bus. & Prof. Code") section 9884.7 provides that  
20 the Director may revoke an automotive repair dealer registration.

21 7. Bus. & Prof. Code section 9884.13 provides, in pertinent part, that the expiration of a  
22 valid registration shall not deprive the Director of jurisdiction to proceed with a disciplinary  
23 proceeding against an automotive repair dealer or to render a decision temporarily or permanently  
24 invalidating (suspending or revoking) a registration.

25 8. Bus. & Prof. Code section 9889.1 provides, in pertinent part, that the Director may  
26 suspend or revoke any license issued under Articles 5 and 6 (commencing with section 9887.1) of  
27 the Automotive Repair Act.

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1  
2 (c) Notwithstanding subdivision (b), the director may suspend, revoke or  
3 place on probation the registration for all places of business operated in this state by  
4 an automotive repair dealer upon a finding that the automotive repair dealer has, or is,  
5 engaged in a course of repeated and willful violations of this chapter, or regulations  
6 adopted pursuant to it.

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10 13. Bus. & Prof. Code section 9884.9 states, in pertinent part:

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

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

14  
15 14. Bus. & Prof. Code section 9884.11 states that, "[e]ach automotive repair dealer shall  
16 maintain any records that are required by regulations adopted to carry out this chapter [the  
17 Automotive Repair Act]. Those records shall be open for reasonable inspection by the chief or  
18 other law enforcement officials. All of those records shall be maintained for at least three years."

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22 15. Bus. & Prof. Code section 9889.3 states, in pertinent part:

23 The director may suspend, revoke, or take other disciplinary action  
24 against a license as provided in this article [Article 7 (commencing with section  
25 9889.1) of the Automotive Repair Act] if the licensee or any partner, officer, or  
26 director thereof:

27 (d) Commits any act involving dishonesty, fraud, or deceit whereby  
28 another is injured . . .

///

1 16. Bus. & Prof. Code section 9889.9 states that: "[w]hen any license has been revoked  
2 or suspended following a hearing under the provisions of this article [Article 7 (commencing with  
3 section 9889.1) of the Automotive Repair Act], any additional license issued under Articles 5 and  
4 6 of this chapter in the name of the licensee may be likewise revoked or suspended by the  
5 director."

6 17. Bus. & Prof. Code section 22, subdivision (a), states:

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

11 18. Bus. & Prof. Code section 477, subdivision (b), states, in pertinent part, that a  
12 "license" includes "registration" and "certificate."

13 19. Health & Saf. Code section 44072.2 states, in pertinent part:

14 The director may suspend, revoke, or take other disciplinary action  
15 against a license as provided in this article if the licensee, or any partner, officer, or  
16 director thereof, does any of the following:

17 (d) Commits any act involving dishonesty, fraud, or deceit whereby  
18 another is injured . . .

19 20. Health & Saf. Code section 44072.8 states that when a license has been revoked or  
20 suspended following a hearing under this article, any additional license issued under this chapter  
21 in the name of the licensee may be likewise revoked or suspended by the director.

22 **(Regulatory Provisions)**

23 21. California Code of Regulations, title 16 ("Regulation), section 3353, subdivision (d),  
24 states, in pertinent part:

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

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shall write that information on the work order containing the teardown estimate before the work order is signed by the customer.

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

22. Regulation section 3356, subdivision (a), states, in pertinent part:

(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:

(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 . . .

23. Regulation 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.

24. Regulation section 3361.1 states, in pertinent part:

The following minimum requirements specifying accepted trade standards for good and workmanlike rebuilding of automatic transmissions are intended to define terms that have caused confusion to the public and unfair competition within the automotive repair industry . . . These minimum requirements shall not be used to promote the sale of "rebuilt" automatic transmissions when a less extensive and/or less costly repair is desired by the customer . . . All automotive repair dealers engaged in the repair, sale, or installation of automatic transmissions in vehicles covered under the Act shall be subject to the following minimum requirements:

1 (a) Before an automatic transmission is removed from a motor vehicle for  
2 purposes of repair or rebuilding, it shall be inspected. Such inspection shall determine  
3 whether or not the replacement or adjustment of any external part or parts will correct  
4 the specific malfunction of the automatic transmission. In the case of an electronically  
5 controlled automatic transmission, this inspection shall include a diagnostic check,  
6 including the retrieval of any diagnostic trouble codes, of the electronic control  
7 module that controls the operation of the transmission. If minor service and/or  
8 replacement or adjustment of any external part or parts and/or of companion units can  
9 reasonably be expected to correct the specific malfunction of the automatic  
10 transmission, then prior to removal of the automatic transmission from the vehicle,  
11 the customer shall be informed of that fact as required by Section 3353 of these  
12 regulations. Before removing an automatic transmission from a motor vehicle, the  
13 dealer shall also comply with the provisions of section 3353(d), and disclose any  
14 applicable guarantee or warranty as provided in sections 3375, 3376 and 3377 of  
15 these regulations. If a diagnostic check of an electronic control module cannot be  
16 completed due to the condition of the transmission, the customer shall be informed of  
17 that fact and a notation shall be made on the estimate, in accordance with Section  
18 3353 of these regulations . . .

19 25. Regulation section 3373 states:

20 No automotive repair dealer or individual in charge shall, in filling out an  
21 estimate, invoice, or work order, or record required to be maintained by section  
22 3340.15(f) of this chapter, withhold therefrom or insert therein any statement or  
23 information which will cause any such document to be false or misleading, or where  
24 the tendency or effect thereby would be to mislead or deceive customers, prospective  
25 customers, or the public.

#### 26 COST RECOVERY

27 26. Bus. & Prof. Code section 125.3 provides, in pertinent part, that a Board may request  
28 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.

#### 29 CONSUMER COMPLAINT (RG): 2004 DODGE RAM 1500 TRUCK

30 27. On or about February 27, 2012, RG was driving his 2004 Dodge Ram 1500 truck,  
31 when the engine died and would not restart. RG had the vehicle towed to Respondent's facility  
32 for diagnosis. Respondent's facility had previously installed a remanufactured engine in the  
33 vehicle on or about February 20, 2009, and the engine was covered by a Chrysler 3 year/100,000  
34 mile warranty. After the diagnosis was completed, Respondent's facility informed RG that the  
35 engine had run low on oil and had internal damage. Respondent's president, Marc Freire  
36 ("Freire"), told RG that the engine would not be covered under the warranty because it had  
37

1 expired. RG authorized Respondent's facility to install another remanufactured engine in the  
2 vehicle.

3 28. On or about March 8, 2012, RG went to Respondent's facility to pick up his vehicle,  
4 paid \$10,307.54 for the repairs, and received a copy of Invoice No. 1020154. The invoice  
5 indicated that the engine was covered by a Chrysler 3 year/100,000 mile warranty.

6 29. In or about August 2012, RG's vehicle overheated, so RG took it to Duncan's  
7 Automotive II ("Duncan's") for diagnosis. Duncan's replaced the radiator for \$490.79.

8 30. In or about January 2013, RG returned his vehicle to Duncan's because it overheated  
9 again. Duncan's found that the radiator was defective and agreed to replace it under warranty.

10 31. On or about January 11, 2013, while the above repairs were still in progress, Duncan's  
11 told RG that his vehicle may have a head gasket problem. Duncan's recommended that RG take  
12 his vehicle to the dealer. RG went to Respondent's facility and obtained the service history on the  
13 vehicle.

14 32. On or about January 16, 2013, RG took his vehicle to Autowest Chrysler Dodge  
15 ("Autowest") located in Roseville, California, for diagnosis. The service advisor at Autowest  
16 reviewed the service history and informed RG that Chrysler had provided the remanufactured  
17 engine to Respondent's facility in March 2012 *free of charge*. The Autowest service advisor  
18 checked with the parts department, then told RG that Chrysler had "good willed" the engine even  
19 though the warranty had expired and that the engine Autowest had supplied to Respondent's  
20 facility *did not come with a warranty*.

21 33. On or about January 23, 2013, RG filed a complaint with the Bureau.

22 34. On or about January 24, 2013, Bureau Representative JH contacted Autowest and  
23 spoke with the parts adviser, DB. DB explained that he had received a call in February 2012  
24 from Freire, inquiring about the warranty coverage on the engine. DB told Freire that the  
25 warranty had expired, but he would check with his district manager. DB agreed to order another  
26 engine for Freire with the understanding that if Chrysler decided not to honor the warranty, then  
27 Freire would have to pay for the part. DB delivered the engine to Respondent's facility on March  
28 6 or 7, 2012. On or about March 22, 2012, DB called the facility and informed them that

1 Chrysler had agreed to cover the engine; however, the replacement engine was being provided  
2 without a warranty.

3 35. On or about January 28, 2013, Bureau Representatives JH and MG went to  
4 Respondent's facility and obtained copies of their repair records on RG's vehicle, including a  
5 work order dated February 27, 2012 for a diagnosis of the engine. Freire told JH and MG that he  
6 originally replaced the engine in October 2008, that the engine had failed in February 2009, and  
7 that Chrysler would not honor the warranty because Respondent's facility had failed to replace the  
8 intake manifold at the time of the initial engine replacement. Freire stated that another engine  
9 was provided and installed at Autowest at no charge to RG. Freire admitted that Autowest had  
10 eventually warranted the engine and had credited Respondent's facility for the cost of the engine  
11 and intake manifold. Freire also admitted that he kept the money instead of returning it to RG.

12 **FIRST CAUSE FOR DISCIPLINE**

13 **(Fraud)**

14 36. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.  
15 Code section 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as  
16 follows:

17 a. Respondent's president, Freire, failed to notify RG and intentionally concealed the  
18 facts that: (1) Chrysler had agreed to honor the 3 year/100,000 warranty on the remanufactured  
19 engine and the intake manifold that were installed on RG's 2004 Dodge Ram 1500 truck in  
20 February 2009; (2) Autowest had credited Respondent's facility for the cost of the parts; and  
21 (3) the remanufactured engine and intake manifold that were installed on RG's vehicle in  
22 February or March 2012 would not be covered under the 3 year/100,000 warranty, contrary to the  
23 invoice.

24 **SECOND CAUSE FOR DISCIPLINE**

25 **(Untrue or Misleading Statements)**

26 37. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.  
27 Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized a statement which  
28 it knew, or in the exercise of reasonable care should have known, to be untrue or misleading, as

1 follows: Respondent represented on page 1 of Invoice No. 1020154 that the "environmental" fee  
2 (for the disposal of oil, coolant and other hazardous waste) was \$143.75, yet represented on page  
3 2 that there was a "sublet fee" of \$143.75 and that the disposal fee was \$21.84.

4 **THIRD CAUSE FOR DISCIPLINE**

5 **(Failure to Comply With Business and Professions Code)**

6 38. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.  
7 Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9,  
8 subdivision (a), of that Code in a material respect, as follows: Respondent failed to document on  
9 the work order R/G's authorization for the additional repairs on his 2004 Dodge Ram 1500 truck;  
10 i.e., the installation of the remanufactured engine and intake manifold.

11 **FOURTH CAUSE FOR DISCIPLINE**

12 **(Dishonesty, Fraud, or Deceit: Brake and Lamp Station Licenses)**

13 39. Respondent's brake and lamp station licenses are subject to disciplinary action  
14 pursuant to Bus. & Prof. Code section 9889.3, subdivision (d), in that Respondent's president,  
15 Freire, committed acts involving dishonesty, fraud, or deceit whereby another was injured, as set  
16 forth in paragraph 36 above.

17 **FIFTH CAUSE FOR DISCIPLINE**

18 **(Dishonesty, Fraud, or Deceit: Smog Check Station License)**

19 40. Respondent's smog check station license is subject to disciplinary action pursuant to  
20 Health & Saf. Code section 44072.2, subdivision (d), in that Respondent's president, Freire,  
21 committed acts involving dishonesty, fraud, or deceit whereby another was injured, as set forth in  
22 paragraph 36 above.

23 **CONSUMER COMPLAINT (TP): 2004 NISSAN QUEST**

24 41. On or about April 2, 2011, TP had his 2004 Nissan Quest towed to Respondent's  
25 facility for diagnosis because it quit running and would not restart. Later, Respondent's facility  
26 contacted TP and told him that the camshaft sensor had failed and that it would cost about \$600 to  
27 replace the part. After replacing the sensor, Respondent's facility contacted TP and told him that  
28 the vehicle still would not run, that there may be an issue with the timing chain, and that they

1 would need to do more work on the vehicle. TP received additional calls from Respondent's  
2 facility, informing him, among other things, that the timing chain had come off of the gears or  
3 had slipped, that the timing chain tensioner had been broken, and that consequently, certain parts  
4 needed replacement, including the timing chain, chain tensioner and guides, timing chain cover,  
5 water pump, various gaskets and miscellaneous parts. TP asked Respondent's facility if there  
6 could be any further damage to the engine. Respondent's facility told TP that 80% of the time,  
7 there is not any further damage, and that this could be the extent of the repairs. TP authorized  
8 Respondent's facility to replace the above parts at an estimate price of \$3,500.

9 42. On or about April 13, 2011, Respondent's facility called TP and informed him that  
10 they had completed the repairs; however, when they started the engine, it began making a loud  
11 banging noise. Respondent's facility told TP that his vehicle would probably need \$3,000 to  
12 \$4,000 in additional repairs, including the replacement of the valves and head gaskets and the  
13 machining of the cylinder heads.

14 43. On or about April 14, 2011, TP filed a complaint with the Bureau.

15 44. On or about June 13, 2011, an investigator of the Bureau went to Respondent's  
16 facility and obtained copies of their repair records on TP's vehicle, including Invoice No.  
17 1015824. The invoice stated that the facility had recommended a teardown and inspection of  
18 TP's vehicle prior to replacing the above parts; however, there was no indication that TP had been  
19 given a written estimate for the teardown.

#### 20 SIXTH CAUSE FOR DISCIPLINE

##### 21 (Failure to Comply With California Code of Regulations)

22 45. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.  
23 Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with provisions of  
24 California Code of Regulations, title 16 ("Regulation"), in the following material respects:

25 a. Regulation section 3353, subdivision (d): Respondent failed to provide TP with a  
26 written estimated price for the teardown of his 2004 Nissan Quest.

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1           b. Regulation section 3356, subdivision (a)(2)(A): Respondent failed to separately  
2 list, describe, or identify on the invoice all service and repair work performed on TP's 2004  
3 Nissan Quest, including the replacement of the water pump, spark plugs, and intake plenum  
4 gaskets, and the oil and filter change.

5                                   **CONSUMER COMPLAINT (LM): 1995 CHRYSLER LEBARON**

6           46. In or about September 2010, LM had her 1995 Chrysler LeBaron towed to  
7 Respondent's facility after noticing that the vehicle was leaking fluid. Later, Respondent's  
8 facility informed LM that her vehicle had several leaks and obtained her authorization to repair  
9 the vehicle. After the work was completed, LM went to Respondent's facility to pick up her  
10 vehicle and received a copy of Invoice No. 1012936 dated September 9, 2010, in the amount of  
11 \$976.89. The invoice indicated that an oil change service and engine dye check had been  
12 performed on LM's vehicle, that the engine had been pressure washed, and that certain parts had  
13 been replaced, including the valve cover gaskets, tube seals, oil pan gasket, camshaft plugs/seals,  
14 transmission pan gasket and filter, and cooling system overflow bottle. The invoice also showed  
15 that on September 7, 2010, LM had authorized a total of \$830 in repairs on her vehicle. While  
16 LM was driving her vehicle home, she noticed that the engine was overheating and that smoke  
17 was coming from underneath the hood.

18           47. A couple of days later, LM returned her vehicle to Respondent's facility and was  
19 informed that the radiator and thermostat needed replacement. LM paid Respondent's facility  
20 \$524.53 for the work and was given a copy of Invoice No. 1013022 dated September 13, 2010.  
21 After LM left Respondent's facility, her vehicle began overheating again. LM also noticed that  
22 the coolant system overflow bottle was empty. A few days later, LM took her vehicle back to  
23 Respondent's facility. Respondent's facility found that there was an air pocket in the cooling  
24 system, that the coolant level was low, and that the cooling system had been filled with the wrong  
25 type of antifreeze. Respondent's facility flushed and filled the cooling system at no charge to LM  
26 and provided her with a copy of Invoice No. 1013072.

27           48. On or about May 13, 2011, LM filed a complaint with the Bureau.

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1                                    CONSUMER COMPLAINT (SK) 2004 CHEVROLET TAHOE

2            52. On or about August 23, 2012, SK took her 2004 Chevrolet Tahoe to Respondent's  
3 facility for diagnosis after hearing a noise coming from the engine area upon acceleration. Later,  
4 Respondent's facility told SK that the noise was actually coming from inside the transmission.

5            53. On or about August 24, 2012, Respondent's facility called SK and told her that the  
6 transmission needed to be rebuilt at an estimated cost of \$2,800.00. SK authorized the work.

7            ( 54. On or about August 30, 2012, SK retrieved her vehicle from Respondent's facility,  
8 paid \$2,688.57 for the repairs, and received a copy of Invoice No. 20197. As SK was driving  
9 home, she began hearing the same noise coming from the engine area of her vehicle.

10           55. On and between August 31 and September 13, 2012, SK returned her vehicle to  
11 Respondent's facility on at least three occasions due to the noise problem. Respondent's facility  
12 made various repairs to SK's vehicle; however, the problem persisted.

13           56. On or about September 17, 2012, SK took her vehicle to John L. Sullivan ("Sullivan")  
14 located in Roseville for diagnosis. Later, Sullivan informed SK that the noise was coming from  
15 the engine and may possibly be related to the valve train, and that they had discovered metal in  
16 the oil pan drain plug magnet. Sullivan recommended a teardown of the engine to determine the  
17 cause of the noise, which SK declined.

18           57. On or about September 25, 2012, SK filed a complaint with the Bureau, alleging that  
19 Respondent's facility had charged her for unnecessary repairs.

20           58. On or about November 28, 2012, a representative of the Bureau contacted Freire and  
21 requested copies of Respondent's repair records on the vehicle.

22           59. On or about November 30, 2012, the Bureau representative went to Respondent's  
23 facility and was given copies of various documents, including Repair Order No. 020185 and  
24 Estimate No. 020185 dated August 23, 2012, and Invoice No. 20197 dated August 30, 2012. The  
25 Bureau representative spoke with Respondent's service writer regarding the facility's diagnosis  
26 and repair of the vehicle. Respondent's service writer stated that during their diagnosis,  
27 Respondent's facility found that either the torque converter or the flex plate was bad and was  
28 causing the noise. Respondent's facility removed the transmission from SK's vehicle and sent the

1 unit to another shop. The shop determined that the transmission was "wasted inside" and needed  
2 to be overhauled. The Bureau representative found upon review of Invoice No. 20197 that  
3 Respondent's facility had failed to document a diagnosis of the noise problem on SK's vehicle or  
4 any justification for the overhauling or repair of the transmission.

5 **NINTH CAUSE FOR DISCIPLINE**

6 **(Failure to Record Odometer Reading)**

7 60. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.  
8 Code section 9884.7, subdivision (a)(2), in that Respondent caused or allowed SK to sign Repair  
9 Order No. 020185 which did not state the odometer reading of her 2004 Chevrolet Tahoe.

10 **TENTH CAUSE FOR DISCIPLINE**

11 **(Departure from Trade Standards)**

12 61. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.  
13 Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or  
14 disregarded accepted trade standards for good and workmanlike repair without the consent of the  
15 owner or the owner's duly authorized representative, in the following material respects:  
16 Respondent failed to perform, or properly perform, an external diagnosis of the transmission on  
17 SK's 2004 Chevrolet Tahoe, including the retrieval of diagnostic trouble codes from the electronic  
18 control module, in violation of California Code of Regulations, title 16, section 3361.1.

19 **ELEVENTH CAUSE FOR DISCIPLINE**

20 **(Failure to Comply With Business and Professions Code)**

21 62. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.  
22 Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with provisions of  
23 that Code in the following material respects:

24 a. **Bus. & Prof. Code section 9884.9, subdivision (a):** Respondent failed to document  
25 on Invoice No. 20197 SK's authorization for the additional repairs on her 2004 Chevrolet Tahoe,  
26 the rebuilding of the transmission.

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1 was given a quote of \$1,003.49 for the repairs. Respondent's facility advised PB to contact the  
2 service writer, who would be out of town until the following Wednesday. PB paid Respondent's  
3 facility \$1,352.03 by credit card, then was informed that there was still an issue with the brake  
4 pull and that the electrical work had not been completed. Later, PB contacted Respondent's  
5 service writer who prepared a work order documenting PB's original concerns on his vehicle. PB  
6 contacted his credit card company and disputed the \$1,352.03 charge.

7 67. In or about December 2012, PB returned his vehicle to Respondent's facility.  
8 Respondent's facility installed the cigarette lighter and performed other repairs on PB's vehicle,  
9 which resolved some of PB's original concerns.

10 68. On or about December 16, 2012, PB filed a complaint with the Bureau, stating that he  
11 was not satisfied with the quality of the repairs.

12 69. On or about January 30, 2013, a representative of the Bureau went to Respondent's  
13 facility and obtained copies of their repair records on PB's vehicle, including Estimate No.  
14 023630 dated November 8, 2012, a "Multi-Point Maintenance Inspection Report", Invoice No.  
15 21062 dated November 12, 2012, and Invoice No. 21339 dated December 14, 2012.

16 **THIRTEENTH CAUSE FOR DISCIPLINE**

17 **(Untrue or Misleading Statements)**

18 70. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.  
19 Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which  
20 it knew or in the exercise of reasonable care should have known to be untrue or misleading, as  
21 follows: Respondent represented on the Multi-Point Maintenance Inspection Report that the front  
22 suspension and steering components on PB's 1956 Ford pickup, including the idler arm and  
23 pitman arm, were in good condition, yet represented on Invoice No. 21339 that the drag link,  
24 pitman arm, idler arm, and possibly the king pins were worn and needed replacement.

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

DATED: August 14, 2013

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

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