

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

In the Matter of the Accusation Against:

**DISCOUNT AUTO SERVICE PLUS
LAWRENCE RAYMOND DEVEAU,
OWNER**

41680 Enterprise Circle South #A
Temecula, CA 92590

Automotive Repair Dealer Registration
No. ARD 228045

Smog Check Station License No.
RC 228045

Advanced Emission Specialist
Technician License No. EA 27471
(to be redesignated upon renewal as
EO 27471 and/or EI 27471)

Case No. 77/15-6

OAH No. 2014080844

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 April 12, 2016.

DATED: March 14, 2016



TAMARA COLSON
Assistant General Counsel
Department of Consumer Affairs

1 KAMALA D. HARRIS
Attorney General of California
2 JAMES M. LEDAKIS
Supervising Deputy Attorney General
3 RON ESPINOZA
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

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13 **DISCOUNT AUTO SERVICE PLUS**
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15 Automotive Repair Dealer Registration No.
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Smog Check Station License No.
17 RC 228045
Advanced Emission Specialist Technician License No.
18 EA 27471 (to be redesignated upon renewal as
EO 27471 and/or EI 27471)

19
20 Respondent.

Case No. 77/15-6

OAH No. 2014080844

**STIPULATED SETTLEMENT
AND DISCIPLINARY ORDER**

21
22 In the interest of a prompt and speedy settlement of this matter, consistent with the public
23 interest and the responsibilities of the Director of Consumer Affairs and the Bureau of
24 Automotive Repair ("Bureau"), the parties hereby agree to the following Stipulated Settlement
25 and Disciplinary Order which will be submitted to the Director for the Director's approval and
26 adoption as the final disposition of the Accusation.

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1 PARTIES

2 1. Patrick Dorais ("Complainant") is the Chief of the Bureau of Automotive Repair. He
3 brought this action solely in his official capacity and is represented in this matter by Kamala D.
4 Harris, Attorney General of the State of California, by Ron Espinoza, Deputy Attorney General.

5 2. Lawrence Raymond Deveau ("Respondent"), owner of Discount Auto Service Plus, is
6 represented in this proceeding by attorney William Ferreira, Esq., whose address is: Automotive
7 Defense Specialists, 582 Market Street, Suite 1608, San Francisco, California, 94104.

8 **Automotive Repair Dealer Registration**

9 3. On July 23, 2003, the Bureau issued Automotive Repair Dealer Registration No.
10 ARD 228045 to Discount Auto Service Plus, with Lawrence Raymond Deveau as owner. The
11 Registration was in full force and effect at all times relevant to the charges brought in Accusation
12 No. 77/15-6 and will expire on June 30, 2016, unless renewed.

13 **Smog Check Station License**

14 4. On August 26, 2003, the Bureau issued Smog Check Station License No. RC 228045
15 to Discount Auto Service Plus, with Lawrence Raymond Deveau as owner. The Station License
16 was in full force and effect at all times relevant to the charges brought in Accusation No. 77/15-6
17 and will expire on June 30, 2016, unless renewed.

18 **Smog Check Inspector and Smog Check Repair Technician Licenses**

19 5. In 1996, the Bureau issued Advanced Emission Specialist Technician License No.
20 EA 27471 to Lawrence Raymond Deveau. The Technician License expired on April 30, 2014,
21 and was cancelled on April 27, 2015. Pursuant to California Code of Regulations, title 16,
22 section 3340.28, subdivision (c), said license was renewed, pursuant to Lawrence Raymond
23 Deveau's election, as Smog Check Inspector (EO) License No. 27471 and Smog Check Repair
24 Technician (EI) License No. 27471, effective April 27, 2015.¹ The Smog Check Inspector and
25 Repair Technician Licenses will expire on April 30, 2016, unless renewed.

26 ¹ Effective August 1, 2012, California Code of Regulations, title 16, sections 3340.28,
27 3340.29, and 3340.30 were amended to implement a license restructure from the Advanced
28 Emission Specialist Technician (EA) license and Basic Area (EB) Technician license to Smog
Check Inspector (EO) license and/or Smog Check Repair Technician (EI) license.

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RESERVATION

13. The admissions made by Respondent herein are only for the purposes of this proceeding, or any other proceedings in which the Director of Consumer Affairs, Bureau of Automotive Repair, or other professional licensing agency is involved, and shall not be admissible in any other criminal or civil proceeding.

CONTINGENCY

14. This stipulation shall be subject to approval by the Director of Consumer Affairs or the Director's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Bureau of Automotive Repair may communicate directly with the Director and staff of the Department of Consumer Affairs regarding this stipulation and settlement, without notice to or participation by Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

15. The parties understand and agree that copies of this Stipulated Settlement and Disciplinary Order, including the signatures thereto, shall have the same force and effect as the originals.

16. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

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

5 5. **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, suspend or revoke his licenses.

8 **ACCUPLANCE**

9 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
10 discussed it with my attorney, William Ferreira, Esq. I understand the stipulation and the effect it
11 will have on my Automotive Repair Dealer Registration, Smog Check Station License, Smog
12 Check Inspector License and Smog Check Repair Technician License. I enter into this Stipulated
13 Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be
14 bound by the Decision and Order of the Director of Consumer Affairs.

15
16 DATED: 10/19/15


~~LAWRENCE RAYMOND DEVEAU, Individually~~
and as owner of Discount Auto Service Plus
Respondent

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19
20 I have read and fully discussed with Respondent Lawrence Raymond Deveau the terms and
21 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.
22 I approve its form and content.

23 DATED: 10/19/15


~~WILLIAM FERREIRA, ESQ.~~
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: 10/20/2015

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
JAMES M. LEDAKIS
Supervising Deputy Attorney General



RON ESPINOZA
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation No. 77/15-6

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Attorney General of California
2 ALFREDO TERRAZAS
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3 JAMES M. LEDAKIS
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FOR THE BUREAU OF AUTOMOTIVE REPAIR
10 **STATE OF CALIFORNIA**

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Case No. **77/15-6**

13 **DISCOUNT AUTO SERVICE PLUS,**
LAWRENCE RAYMOND DEVEAU, Owner
14 **41680 Enterprise Circle South #A**
Temecula, CA 92590

ACCUSATION

15 **Automotive Repair Dealer Registration No. ARD 228045**
16 **Smog Check Station License No. RC 228045**
17 **Advanced Emission Specialist Technician License No.**
EA 27471 (to be redesignated upon renewal as EO 27471
18 **and/or EI 27471)**

19 Respondent.

20 Complainant alleges:

21 **PARTIES**

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

24 **Automotive Repair Dealer Registration**

25 2. On July 23, 2003, the Bureau issued Automotive Repair Dealer Registration
26 Number ARD 228045 (Registration) to Discount Auto Service Plus (Respondent Discount), with
27 Lawrence Raymond Deveau as owner. The Registration was in full force and effect at all times
28 relevant to the charges brought herein and expired on June 30, 2014, and has not been renewed.

1 proceeding against an automotive repair dealer or to render a decision temporarily or
2 permanently invalidating, suspending, or revoking a registration.

3 10. Section 9889.1 provides, in pertinent part, that the Director may suspend or
4 revoke any license issued under Articles 5 and 6 (commencing with section 9887.1) of the
5 Automotive Repair Act.

6 11. Section 9889.7 provides, in pertinent part, that the expiration or suspension of a
7 license by operation of law or by order or decision of the Director or a court of law, or the
8 voluntary surrender of a license shall not deprive the Director of jurisdiction to proceed with any
9 disciplinary proceedings.

10 12. Health and Safety Code (HSC) section 44072.6, states:

11 The expiration or suspension of a license by operation of law or by order
12 or decision of the director or a court of law, or the voluntary surrender of a license
13 by a licensee shall not deprive the director of jurisdiction to proceed with any
14 investigation of, or action or disciplinary proceedings against, the licensee, or to
render a decision suspending or revoking the license.

15 13. Health and Safety Code (HSC) section 44072.8, states:

16 When a license has been revoked or suspended following a hearing under
17 this article, any additional license issued under this chapter in the name of the
licensee may be likewise revoked or suspended by the director.

18 **STATUTORY PROVISIONS**

19 14. Section 9884.7 states, in pertinent part:

20 (a) The director, where the automotive repair dealer cannot show there
21 was a bona fide error, may deny, suspend, revoke, or place on probation the
22 registration of an automotive repair dealer for any of the following acts or
23 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.

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

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

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

3 (4) Any other conduct that constitutes fraud.
4

5 (6) Failure in any material respect to comply with the provisions of this
6 chapter or regulations adopted pursuant to it.
7

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

13 15. Section 9884.8 states:

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

26 16. Section 9884.9 states, in pertinent part:

27 (a) The automotive repair dealer shall give to the customer a written
28 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 when 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.

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17. HSC section 44072.2 states, in pertinent part:

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

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

REGULATORY PROVISIONS

18. California Code of Regulations, title 16, (Regulations), 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:

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

19. Regulations section 3356 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:

(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.
.....

20. Regulations section 3366:

(a) Except as provided in subsection (b) of this section, any automotive repair dealer that advertises or performs, directly or through a sublet contractor, automotive air conditioning work and uses the words service, inspection, diagnosis, top off, performance check or any expression or term of like meaning in any form of advertising or on a written estimate or invoice shall include and perform all of the following procedures as part of that air conditioning work:

(1) Exposed hoses, tubing and connections are examined for damage or leaks;

(2) The compressor and clutch, when accessible, are examined for damage, missing bolts, missing hardware, broken housing and leaks;

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- (3) The compressor is rotated to determine if it is seized or locked up;
- (4) Service ports are examined for missing caps, damaged threads and conformance with labeling;
- (5) The condenser coil is examined for damage, restrictions or leaks;
- (6) The expansion device, if accessible, is examined for physical damage or leaks;
- (7) The accumulator receiver dryer and in-line filter have been checked for damage, missing or loose hardware or leaks;
- (8) The drive belt system has been checked for damaged or missing pulleys or tensioners and for proper belt routing, tension, alignment, excessive wear or cracking;
- (9) The fan clutch has been examined for leakage, bearing wear and proper operation;
- (10) The cooling fan has been checked for bent or missing blades;
- (11) Accessible electrical connections have been examined for loose, burnt, broken or corroded parts;
- (12) The refrigerant in use has been identified and checked for contamination;
- (13) The system has been checked for leakage at a minimum of 50-PSI system pressure;
- (14) The compressor clutch, blower motor and air control doors have been checked for proper operation;
- (15) High and low side system operating pressures, as applicable, have been measured and recorded on the final invoice; and,
- (16) The center air distribution outlet temperature has been measured and recorded on the final invoice.

(b) Whenever the automotive air conditioning work being advertised or performed does not involve opening the refrigerant portion of the air conditioning system, refrigerant evacuation, or full or partial refrigerant recharge, the procedures specified in subsection (a) need be performed only to the extent required by accepted trade standards.

21. Regulations section 3371 states in pertinent part:

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

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22. Regulations section 3373 states:

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

23. Regulations section 3374 states:

No dealer shall advertise, represent, or in any manner imply that a used, rebuilt or reconditioned part or component is new unless such part and all of the parts of any component are in fact new.

COST RECOVERY

24. Section 125.3 of the Code provides, in pertinent part, that the Board 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.

UNDERCOVER OPERATION #1: 2002 HONDA

25. On June 19, 2013, an undercover operator of the Bureau took custody of the Bureau's 2002 Honda that was engineered to have a damaged compressor clutch relay that prevented operation of its air conditioner's compressor. That morning, the operator took the vehicle to Respondent's facility, Discount Auto Service Plus, and told Respondent Discount's customer service employee that the vehicle's air conditioner did not blow cold air. Respondent Discount's employee told the operator that a mechanic would look at the vehicle and would call the operator to advise of needed repairs. The employee prepared a work order that did not state the repairs requested by the customer and did not contain a written estimate of the charge to diagnose the vehicle's problem. The employee then asked the operator to sign the work order. The employee did not provide the operator a copy of the signed document even after the operator asked, "Is that it?" Later that day, the operator received a telephone call from the service manager who provided, for the first time, a verbal estimate of \$59.95 to diagnose the problem of

1 the vehicle's air conditioning system. In a later call, Respondent Discount's service manager
2 informed the operator that the vehicle's air conditioning system's compressor and receiver-dryer
3 should be replaced with new ones. The service manager provided an estimate of \$951.13 for the
4 new parts and labor to complete the repair.

5 26. On June 20, 2013, the service manager informed the operator that the vehicle's
6 repairs were completed. The operator paid \$952.00 cash for the repair work, which was recorded
7 on Discount Auto Service Plus invoice number [REDACTED]. Respondent Discount neither recorded on
8 the invoice system pressures and outlet temperatures when it serviced the air conditioning system
9 nor indicated on the invoice that it tested the air conditioning system at a minimum of 50 PSI
10 system pressure, which were willful departures from accepted trade standard for good and
11 workmanlike repairs. The operator asked for the parts replaced, which Discount Auto Service
12 Plus provided in a box labeled "Murray Climate Control" with number 97361 and description
13 "Compressor Remanufactured."

14 27. On June 25, 2013, a Bureau representative inspected the vehicle and found that
15 the air conditioning system's compressor and receiver-dryer had been replaced. The
16 representative determined that the air conditioning system was functioning properly although the
17 replacement compressor, which was a remanufactured assembly, made a knocking noise. The
18 representative also determined that the damaged relay had been moved from the compressor
19 position to the horn position, making the horn that was operative prior to the repair, inoperative.
20 The representative installed the vehicle's original compressor, then evacuated and recharged its
21 air conditioning system. The system operated normally and the compressor operated more
22 quietly than did the replacement.

23 **FIRST CAUSE FOR DISCIPLINE**

24 **(Untrue or Misleading Statements)**

25 28. Respondent Discount's Registration is subject to disciplinary action under section
26 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which he knew, or
27 in the exercise of reasonable care should have known to be untrue or misleading, as follows:

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1 a. On June 19, 2013, Respondent represented to the operator that the
2 vehicle's compressor should be replaced. In fact, only the compressor clutch relay was
3 inoperative and needed to be replaced, as detailed in paragraphs 25 to 27, above.

4 b. On June 19, 2013, Respondent represented to the operator that the
5 vehicle's receiver-dryer should be replaced. In fact, only the compressor clutch relay was
6 damaged and needed to be replaced, as detailed in paragraphs 25 to 27, above.

7 **SECOND CAUSE FOR DISCIPLINE**

8 **(Fraud)**

9 29. Respondent Discount's registration is subject to disciplinary action under section
10 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:

11 a. Respondent obtained payment for parts and services from a customer for
12 replacement of a functioning compressor that did not need to be replaced, as detailed in
13 paragraphs 25 to 27, above.

14 b. Respondent obtained payment for parts and services from a customer for
15 replacement of a functioning receiver-dryer that did not need to be replaced, as detailed in
16 paragraphs 25 to 27, above.

17 **THIRD CAUSE FOR DISCIPLINE**

18 **(Failure to State the Repairs Requested by the Customer on Signed Documents)**

19 30. Respondent Discount's registration is subject to disciplinary action under section
20 9884.7, subdivision (a)(2), in that Respondent prepared and allowed a customer to sign a work
21 order that did not state the repairs requested by the customer, as detailed in paragraphs 25 to 27,
22 above.

23 **FOURTH CAUSE FOR DISCIPLINE**

24 **(Failure to Provide a Copy of a Signed Document to the Customer)**

25 31. Respondent Discount's registration is subject to disciplinary action under section
26 9884.7, subdivision (a)(3), in that Respondent failed to give a customer a copy of the work order
27 requiring the customer's signature, as soon as the customer signed the document, as detailed in
28 paragraphs 25 to 27, above.

1 **FIFTH CAUSE FOR DISCIPLINE**

2 (Violations of the Code)

3 32. Respondent Discount's registration is subject to disciplinary action under section
4 9884.7, subdivision (a)(6), in that Respondent failed to comply with the following provisions of
5 the Code in the following material respects:

6 a. **Section 9884.8:** Respondent failed to show his dealer business name and
7 address on the invoice as they appear in the Bureau's records, as detailed in paragraphs 25 to 27,
8 above.

9 b. **Section 9884.9, subdivision (a):** Respondent failed to provide the
10 customer with an itemized written estimate for all parts and labor for the air conditioning system
11 repairs on his 2002 Honda, as detailed in paragraphs 25 to 27, above.

12 **SIXTH CAUSE FOR DISCIPLINE**

13 (Violations of Regulations)

14 33. Respondent Discount's registration is subject to disciplinary action under section
15 9884.7, subdivision (a)(6), in that Respondent failed to comply with the following provisions of
16 the Regulations in a material respect:

17 a. **Section 3353:** Respondent failed to provide the customer with a written
18 estimate and obtain specific authorization from the customer before commencing work for
19 compensation and accruing charges for parts, as detailed in paragraphs 25 to 27, above.

20 b. **Section 3356, subdivision (a)(1):** Respondent failed to provide the
21 customer an invoice for service and repair work performed, and parts supplied, as provided for in
22 section 9884.8, which shows the automotive repair dealer's business name as shown in the
23 Bureau's records, as detailed in paragraphs 25 to 27, above.

24 c. **Section 3366, subdivision (a):** Respondent failed to comply with
25 minimum air conditioner inspection requirements when it departed from accepted trade standard
26 for good and workmanlike repairs, as detailed in paragraph 26, above.

27 d. **Section 3371:** Respondent made untrue or misleading statements that were
28 known to be false or misleading, or which by the exercise of reasonable care should be known to

1 be false or misleading when he claimed that parts that did not need to be replaced, needed to be
2 replaced, as detailed in paragraphs 25 to 27, above.

3 e. **Section 3373:** Respondent failed to include the compressor clutch relay in
4 the estimate and inserted replacement of compressor and receiver-dryer in the invoice, required
5 to be maintained by Regulations section 3340.15(e), which caused the invoice to be false or
6 misleading, thereby misleading or deceiving the customer into believing his vehicle's
7 compressor and receiver-dryer needed to be replaced, as detailed in paragraphs 25 to 27, above.

8 f. **Section 3374:** Respondent misrepresented the replacement compressor as
9 new when in fact the part was remanufactured, as detailed in paragraphs 25 to 27, above.

10 **SEVENTH CAUSE FOR DISCIPLINE**

11 **(Fraud)**

12 34. Respondent Discount's Smog Check Station License is subject to disciplinary
13 action under HSC section 44072.2, subdivision (d), in that Respondent committed acts
14 constituting fraud, as follows:

15 a. Respondent obtained payment for parts and services from a customer for
16 replacement of a functioning compressor that need not be replaced, as detailed in paragraphs 25
17 to 27, above.

18 b. Respondent obtained payment for parts and services from a customer for
19 replacement of a functioning receiver-dryer that did not need to be replaced, as detailed in
20 paragraphs 25 to 27, above.

21 **UNDERCOVER OPERATION #2: 2004 SATURN**

22 35. On October 7, 2013, an undercover operator of the Bureau took custody of the
23 Bureau's 2004 Saturn that had a damaged refrigerant pressure sensor that prevented operation of
24 the vehicle's air-conditioning system's compressor. That morning, the operator took the vehicle
25 to Respondent's facility, Discount Auto Service Plus, and told Respondent Discount's customer
26 service employee that the vehicle's air conditioner did not blow cold air. Respondent Discount's
27 employee told the operator that a mechanic would look at the vehicle and would call the operator
28 to advise of needed repairs. The employee prepared a written estimate of \$19.95 for the air

1 conditioner service. The employee then asked the operator to sign to authorize the work order.
2 The employee did not provide the operator a copy of the signed document, which did not state
3 the automobile's odometer reading. Later, the operator received a telephone call from
4 Respondent requesting approval for more diagnostic tests of the air conditioning system for
5 \$59.95. That afternoon, Respondent informed the operator that the vehicle's air conditioning
6 system's problem was inside the wiring harness for the compressor. Respondent said that the
7 existing wire needed to be cut and a new wire installed on the outside to bypass the original
8 wiring. However, the wiring to the compressor was not shorted and was not damaged prior to the
9 repair. Respondent provided an estimate of \$400.00 for the repair, which he claimed would
10 otherwise cost thousands of dollars for replacement of the complete harness from a car
11 dealership. The operator authorized the repair.

12 36. On October 8, 2013, Respondent Discount's employee informed the operator that
13 the repairs were completed and the vehicle could be picked up. The operator went to Respondent
14 Discount's shop and paid \$409.67 to the service manager, who provided the operator with
15 invoice number [REDACTED]. The invoice stated, "Found electrical short from power wire from air
16 conditioner compressor to junction fuse box." The operator asked for and received a copy of the
17 work order the operator signed the day before.

18 37. On October 14, 2013, a Bureau representative inspected the vehicle and found
19 that the wiring to the air conditioning system's compressor had been cut and spliced. The
20 refrigerant pressure sensor had been replaced, which was the only part that required service.

21 **EIGHTH CAUSE FOR DISCIPLINE**

22 **(Untrue or Misleading Statements)**

23 38. Respondent Discount's registration is subject to disciplinary action under section
24 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which he knew, or
25 in the exercise of reasonable care should have known to be untrue or misleading. On October 7,
26 2013, Respondent represented to the operator that he found an electrical short in the wiring from
27 the air conditioner compressor to the junction fuse box. In fact, the wiring to the compressor was
28 ///

1 not shorted nor damaged and the repair was unnecessary, as detailed in paragraphs 35 to 37,
2 above.

3 **NINTH CAUSE FOR DISCIPLINE**

4 **(Fraud)**

5 39. Respondent Discount's registration is subject to disciplinary action under section
6 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud when
7 Respondent obtained payment for parts and services from a customer for unnecessary repairs, as
8 detailed in paragraphs 35 to 37, above.

9 **TENTH CAUSE FOR DISCIPLINE**

10 **(Failure to Record Odometer Reading on Signed Documents)**

11 40. Respondent Discount's registration is subject to disciplinary action under section
12 9884.7, subdivision (a)(2), in that Respondent allowed a customer to sign a work order that did
13 not state the automobile's odometer reading at the time of repair, as detailed in paragraphs 35 to
14 37, above.

15 **ELEVENTH CAUSE FOR DISCIPLINE**

16 **(Failure to Provide a Copy of a Signed Document to the Customer)**

17 41. Respondent Discount's registration is subject to disciplinary action under section
18 9884.7, subdivision (a)(3), in that Respondent failed to give to a customer a copy of the work
19 order requiring the customer's signature, as soon as the customer signed the document, as
20 detailed in paragraphs 35 to 37, above.

21 **TWELFTH CAUSE FOR DISCIPLINE**

22 **(Violations of the Code)**

23 42. Respondent Discount's registration is subject to disciplinary action under section
24 9884.7, subdivision (a)(6), in that Respondent failed to comply with provisions of the Code in
25 the following material respects:

26 a. **Section 9884.8:** Respondent failed to show his dealer business name and
27 address on the invoice as they appear in the Bureau's records, as detailed in paragraphs 35 to 37,
28 above.

1 constituting fraud when Respondent obtained payment for parts and services from a customer for
2 unnecessary repairs, as detailed in paragraphs 35 to 37, above.

3 **OTHER MATTERS**

4 45. Under section 9884.7, subdivision (c), the Director may suspend, revoke, or place
5 on probation the registration for all places of business operated in this state by Respondent
6 Lawrence Raymond Deveau, owner of Discount Auto Service Plus, upon a finding that said
7 Respondent has, or is, engaged in a course of repeated and willful violations of the laws and
8 regulations pertaining to an automotive repair dealer.

9 46. Under HSC section 44072.8, if Smog Check Station License Number RC 228045
10 issued to Discount Auto Service Plus, owned by Lawrence Raymond Deveau, is revoked or
11 suspended, the Director may likewise revoke, suspend, or place on probation Advanced
12 Emission Specialist Technician License Number EA 27471 (to be redesignated upon renewal as
13 EO 27471 and/or EI 27471) issued to Lawrence Raymond Deveau, and any other license issued
14 in the name of said licensee.

15 **PRAYER**

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

18 1. Revoking, suspending, or placing on probation Automotive Repair Dealer
19 Registration Number ARD 228045, issued to Discount Auto Service Plus, owned by Lawrence
20 Raymond Deveau;

21 2. Revoking, suspending, or placing on probation Smog Check Station License
22 Number RC 228045, issued to issued to Discount Auto Service Plus, owned by Lawrence
23 Raymond Deveau;

24 3. Revoking, suspending, or placing on probation Advanced Emission Specialist
25 Technician License Number EA 27471 (to be redesignated upon renewal as EO 27471 and/or EI
26 27471) issued to Lawrence Raymond Deveau;

27 4. Revoking, suspending, or placing on probation any other Automotive Repair
28 Dealer registrations issued in the name of Lawrence Raymond Deveau;

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5. Revoking, suspending, or placing on probation any additional license issued in the name of Lawrence Raymond Deveau;

6. Ordering Lawrence Raymond Deveau to pay the Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this case, under Business and Professions Section 125.3; and

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

DATED: 7-14-14

Patrick Dorais by Doug Balatt

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

Assis. Chief
Doug BALATT,

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