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

12 In the Matter of the Accusation Against:

Case No. 77/25-13837

13 **BORADORI AUTOMOTIVE, INC.**
14 **DBA BORADORI AUTOMOTIVE**
15 **SHARON SKIBO, PRES**
287 Humboldt Avenue
Chico, CA 95928
16 **Automotive Repair Dealer Registration**
17 **No. ARD 239136**
Smog Check, Test and Repair, Station
License No. RC 239136

ACCUSATION

18 Respondents.

19
20 **PARTIES**

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

23 **Automotive Repair Dealer Registration**

24 2. On or about January 1, 2005, the Bureau issued Automotive Repair Dealer
25 Registration Number ARD 239136 to Boradori Automotive, Inc., doing business as, Boradori
26 Automotive with Sharon Skibo as President (PRES) (Respondent). The Automotive Repair
27 Dealer Registration was in full force and effect at all times relevant to the charges brought herein
28 and will expire on April 30, 2026, unless renewed.

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

5 ...

6 (3) Failing or refusing to give to a customer a copy of any document
7 requiring the customer's signature as soon as the customer signs the document.

8 (4) Any other conduct which constitutes fraud.

9 ...

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

12 ...

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

17 9. Code section 9884.8 states:

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

10. Code section 9884.9 states, in pertinent part:

(a) The automotive repair dealer shall give to the customer a written estimated
price for labor and parts necessary for a specific job, except as provided in
subdivision (e). 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, or the posted price
specified in subdivision (e), without the oral or written consent of the customer that
shall be obtained at some time after it is determined that the estimated or posted price
is insufficient and before the work not estimated or posted is done or the parts not
estimated or posted are supplied. Written consent or authorization for an increase in
the original estimated or posted 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

1 transmission. If that consent is oral, the dealer shall make a notation on the work
2 order of the date, time, name of person authorizing the additional repairs, and
3 telephone number called, if any, together with a specification of the additional parts
4 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.

...

REGULATORY PROVISIONS

11. California Code of Regulations, title 16 (CCR), section 3353 states, in pertinent part:

An estimate shall be provided to and authorized by the customer before
any work commences. The estimate shall meet the requirements of Business and
Professions Code section 9884.9 as well as the following:

(a) An automotive repair dealer shall provide the customer an estimate
containing the estimated price for parts and labor for a specific job prior to
obtaining authorization. Each part listed in the estimate shall be new unless
specifically identified as a used, rebuilt, or reconditioned part.

(b) An automotive repair dealer, when doing auto body or collision repairs,
shall provide the customer an itemized estimate containing the estimated price
for parts and labor for a specific job. Parts and labor shall be described
separately, and each part shall be listed in the estimate. Each part listed in the
estimate shall be new unless specifically identified as a used, rebuilt, or
reconditioned part. Each new replacement crash part listed in the estimate shall
be an original equipment manufacturer (OEM) part unless specifically identified
as a non-OEM aftermarket crash part.

12. CCR section 3354 states, in pertinent part:

(a) Exceeding Original Estimate. Except as provided in subsection (c),
before any additional diagnosis or repair is commenced, and before any
additional charges accrue for labor or parts in excess of the original estimated
and authorized price, the automotive repair dealer shall:

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(2) obtain customer authorization and record the authorization as specified in sections 3353.1 and 3356 of this Article and section 9884.9 of the Business and Professions Code.

13. CCR 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 this section.

...

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

(1) All services and repairs performed, including any diagnosis or warranty repairs, and the prices for each.

(2) 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, an OEM crash part, or a non-OEM aftermarket crash part. Part kits containing several components may be listed as a single part on the invoice and identified by brand name and corresponding part number or similar designation.

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

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

(5) The applicable sales tax, if any.

(6) The total cost for all service and repair work, parts supplied and applicable sales tax.

...

(e) If additional authorization was obtained per section 3354(a), and the authorization was made orally or electronically, the automotive repair dealer shall record the oral or electronic authorization on the invoice.

(1) The invoice shall include the following additional information:

(A) The date and time of the additional authorization;

(B) The name of the person who authorized the additional repairs;

(C) The telephone number or electronic mail address contacted, if any, to obtain the additional authorization; and

(D) a description of all additional parts and labor, the cost for the additional parts and labor and the total price for all repairs.

1 (2) If the customer provided additional authorization orally, the
2 automotive repair dealer may, instead of documenting the information
3 described in subsection (e)(1) of this section, obtain the customer's signature or
4 initials on a statement acknowledging notice of and consent to the additional
5 repairs, parts, and labor, and total revised cost. The statement shall be as
6 follows:

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

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(signature or initials)"

8 (f) If a customer is to be charged for a part, that part shall be specifically listed
9 as an item in the invoice, as provided in paragraph (2) of subsection (c) above. If that
10 item is not listed in the invoice, it shall not be regarded as a part, and a separate
11 charge may not be made for it.

12 (g) Separate billing in an invoice for items generically noted as shop supplies,
13 miscellaneous parts, fees for electronic communication with the smog check
14 database, and the like, is prohibited.

15 14. CCR section 3371, states:

16 No automotive repair dealer shall publish, utter, or make or cause to be
17 published, uttered, or made any false or misleading statement or advertisement
18 which is known to be false or misleading, or which by the exercise of reasonable
19 care should be known to be false or misleading. Advertisements and advertising
20 signs shall clearly show the name and address listed on the automotive repair
21 dealer's State registration certificate.

22 15. CCR section 3373, states:

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

COST RECOVERY

16. Code section 125.3 provides, in pertinent part, that the Bureau 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

1 included in a stipulated settlement.

2 **UNDERCOVER OPERATION**

3 17. On and between July 9, 2025, and July 25, 2025, Bureau representative R.B.
4 documented a 2001 Ford with a defective Positive Crankcase Ventilation (PCV) hose that caused
5 the Malfunction Indicator Lamp (MIL), also referred to as a Check Engine Light (CEL), to come
6 on with Diagnostic Trouble Codes (DTC) P0171 and P0174 (lean condition bank one and two).
7 The only repair needed to clear the MIL was to diagnose and replace the defective PCV hose
8 assembly and clear the DTCs from the Engine Control Module memory.

9 18. On or about August 14, 2025, a Bureau undercover operator (operator) took the 2001
10 Ford to Respondent's facility and requested that Respondent diagnose the vehicle's CEL. The
11 operator was not given a verbal estimate for the diagnosis, however, Respondent's employee C.R.
12 asked the operator to sign a document for a diagnosis with no price specified. The operator
13 signed that document, and requested a copy but was not given one.

14 19. On or about August 15, 2025, the operator had a telephone call with Respondent's
15 employee who stated that they had performed a smoke test and found that the intake manifold
16 gaskets were leaking and needed replacement, an induction cleaning was needed, spark plugs
17 needed replacement, for a total cost of \$2,668.00. Respondent's employee told the operator
18 that all of these repairs were necessary in order to correct the CEL. The operator approved the
19 repairs.

20 20. On or about August 19, 2025, the operator had a telephone call with Respondent's
21 employee who stated that the vehicle needed a new PCV hose and that the new total cost would
22 be \$2,867.00. The operator asked Respondent's employee if the faulty PCV hose could have
23 been the problem all along, and in response, Respondent's employee told the operator that all of
24 the repairs were needed to fix the CEL. On or about August 20, 2025, the operator returned to
25 Respondent's facility to retrieve the 2001 Ford. The operator was provided with an invoice for
26 \$2,867.60.

27 21. Bureau representative D.W. reviewed the final invoice and found that Respondent
28 had included a \$65.00 charge titled "Total Fees." Further, Respondent did not record the

1 operator's authorization for additional repairs on the final invoice. The final invoice also did not
2 describe the additional repairs that were being authorized, did not record what telephone number
3 was called when obtaining authorization for additional work, and failed to describe the parts
4 supplied as new, used, reconditioned, or rebuilt.

5 22. Bureau representative R.B. subsequently inspected the 2001 Ford by comparing the
6 vehicle to the final invoice. R.B. found that Respondent had charged and invoiced the operator for
7 the following repairs that had not been needed:

8 a. Respondent removed and replaced the intake manifold gaskets. The intake
9 manifold gaskets that were replaced had been in good working condition and were not in need of
10 replacement.

11 b. Respondent removed and replaced the spark plugs. The spark plugs that were
12 replaced had been in good working condition and were not in need of replacement.

13 23. Bureau representative D.W. determined that Respondent had charged \$2,569.64 for
14 parts and labor to replace parts that had been in good working condition and not in need of
15 replacement.

16 **FIRST CAUSE FOR DISCIPLINE**

17 **(Untrue or Misleading Statements)**

18 24. Respondent's registration is subject to disciplinary action pursuant to Code section
19 9884.7, subdivision (a)(1), in conjunction with CCR section 3371, in that Respondent made
20 statements which they knew or by exercise of reasonable care should have known were untrue or
21 misleading as set forth above in paragraphs 17 through 23, and their respective subparagraphs,
22 and as follows:

23 a. Respondent recommended the unnecessary replacement of the intake manifold
24 gaskets and spark plugs.

25 b. Respondent told the operator that the intake manifold gaskets were leaking and
26 that the spark plugs were old and worn.

27 c. Respondent told the operator that all the repairs were necessary in order to
28 correct the CEL when the only repair necessary was the replacement of the PCV hose.

1 d. Respondent made a \$65.00 charge titled "Total Fees" on the final invoice.

2 **SECOND CAUSE FOR DISCIPLINE**

3 **(Failure to Provide Customer with Copy of Signed Document)**

4 25. Respondent's registration is subject to disciplinary action pursuant to Code section
5 9884.7, subdivision (a)(3), in conjunction with CCR section 3353, in that Respondent failed to
6 provide the operator with a copy of the estimate for diagnosis of the CEL, as set forth above in
7 paragraph 18.

8 **THIRD CAUSE FOR DISCIPLINE**

9 **(Fraud)**

10 26. Respondent's registration is subject to disciplinary action pursuant to Code section
11 9884.7, subdivision (a)(4), in that Respondent fraudulently charged the operator \$2,569.64 to
12 remove and replace the intake manifold gaskets and spark plugs, when, in fact, the replacement of
13 those parts was not needed to correct the vehicle's CEL, as set forth above in paragraphs 17
14 through 23, and their respective subparagraphs.

15 **FOURTH CAUSE FOR DISCIPLINE**

16 **(Failure to Comply with Estimate and Authorization Requirements)**

17 27. Respondent's registration is subject to disciplinary action pursuant to Code sections
18 9884.7, subdivision (a)(6), and 9884.9, subdivision (a), in that as set forth above in paragraphs 18
19 through 21, Respondent failed to comply with provisions of the CCR regarding estimate and
20 authorization requirements, as follows:

21 a. **Section 3353**: Respondent failed to prepare an estimate and obtain proper
22 authorization from the operator before performing a diagnosis of the 2001 Ford.

23 b. **Section 3354, subdivision (a)(2)**: Respondent did not record the operator's
24 authorization for additional repairs on the vehicle or at what telephone number the operator was
25 contacted to obtain the additional authorization on the work order or invoice.

26 **FIFTH CAUSE FOR DISCIPLINE**

27 **(Failure to Comply with Invoice Requirements)**

28 28. Respondent's registration is subject to disciplinary action pursuant to Code sections

1 9884.7, subdivision (a)(6), and 9884.8, in that as set forth above in paragraphs 18 through 21,
2 Respondent failed to comply with provisions of the CCR for invoice requirements, as follows:

3 a. **Section 3356, subdivision (c)(2)**: The final invoice did not describe the parts
4 supplied as new, used, reconditioned, or rebuilt.

5 b. **Section 3356, subdivision (e)(1)(C)**: Respondent did not record what
6 telephone number the operator was contacted at to obtain additional authorization.

7 c. **Section 3356, subdivision (e)(1)(D)**: Respondent did not detail what additional
8 repairs were being authorized on the final invoice.

9 d. **Section 3356, subdivision (g)**: Respondent included an unexplained \$65.00
10 charge titled “Total Fees” on the final invoice.

11 **SIXTH CAUSE FOR DISCIPLINE**

12 **(Withholding or Inserting Information Causing Document to be False or Misleading)**

13 29. Respondent’s registration is subject to disciplinary action pursuant to Code section
14 9884.7, subdivisions (a)(1), (a)(4), and (a)(6), in conjunction with CCR section 3373, in that
15 Respondent caused the final invoice to be false or misleading by stating that the cause of the CEL
16 was the intake plenum gaskets when the PCV hose was the cause, and by including an
17 unexplained \$65 charge for “Total Fees”, as set forth above in paragraphs 17 through 23, and
18 their respective subparagraphs.

19 **SEVENTH CAUSE FOR DISCIPLINE**

20 **(Failure to Comply With Regulations)**

21 30. Respondent’s registration is subject to disciplinary action pursuant to Code section
22 9884.7, subdivision (a)(6), in that Respondent failed to comply with regulations, as set forth
23 above in paragraphs 17 through 29, and their respective subparagraphs.

24 **DISCIPLINARY CONSIDERATIONS**

25 31. To determine the degree of discipline, if any, to be imposed, Complainant alleges
26 as follows:

27 a. On or about November 14, 2017, the Bureau held a Proactive Conference with
28 Respondent and identified several violations of the Automotive Repair Act, including making

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

DATED: As of Digital Signature Date

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

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