

1 ROB BONTA
Attorney General of California
2 ERIN M. SUNSERI
Supervising Deputy Attorney General
3 GREGORY J. SALUTE
Supervising Deputy Attorney General
4 State Bar No. 164015
600 West Broadway, Suite 1800
5 San Diego, CA 92101
Telephone: (619) 738-9431
6 Facsimile: (916) 732-7920
E-mail: Gregory.Salute@doj.ca.gov
7 *Attorneys for Complainant*

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. **77/26-6649**

13 **GO TIME AUTO REPAIR INC.; ROBERT**
14 **LEE CORNWALL, PRESIDENT,**
15 **ANDREW BRAY, SECRETARY, DBA**
16 **PLACENTIA SUPER SERVICE**
17 **643 S. Melrose St.**
18 **Placentia, CA 92870**

OAH No.

ACCUSATION

19 **Automotive Repair Dealer Registration No.**
20 **ARD 285933**
21 **Smog Check, Test and Repair Station**
22 **License No. RC 285933**

Respondent.

23 **PARTIES**

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

26 2. On or about February 2, 2017, the Bureau of Automotive Repair issued Automotive
27 Repair Dealer Registration Number ARD 285933 to Go Time Auto Repair Inc.; Robert Lee
28 Cornwall, President, Andrew Bray, Secretary, dba Placentia Super Service (Respondent). The
Automotive Repair Dealer Registration was in full force and effect at all times relevant to the
charges brought herein and will expire on February 28, 2027, unless renewed.

3. On or about April 25, 2017, the Bureau of Automotive Repair issued Smog Check-Test Only Station Number RC 285933 to Go Time Auto Repair Inc.; Robert Lee Cornwall, President, Andrew Bray, Secretary, dba Placentia Super Service (Respondent). The Smog Check-Test and Repair Station License was in full force and effect at all times relevant to the charges brought herein and will expire on February 28, 2027, unless renewed.

JURISDICTION

4. This Accusation is brought before the Director of the Department of Consumer Affairs (Director) for the Bureau of Automotive Repair, under the authority of the following laws.

5. Code section 22 subdivision (a), of the Business and Professions Code¹ states:

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

6. Code section 477, subdivision (b), states, in pertinent part, that a “license” includes “registration” and “certificate.”

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

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

STATUTORY PROVISIONS

9. Section 9884.7 of the Code states, in pertinent part:

(a) The director, if the automotive repair dealer cannot show there was a bona fide error, may deny, suspend, revoke, or place on probation the registration of an

¹ All statutory references herein shall be to the Business and Professions Code unless specifically stated otherwise.

1 automotive repair dealer for any of the following acts or omissions related to the
2 conduct of the business of the automotive repair dealer, which are done by the
3 automotive repair dealer or any automotive technician, employee, partner, officer, or
4 member of the automotive repair dealer:

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

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

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

13 (4) Any other conduct that constitutes fraud.

14 (5) Conduct constituting gross negligence.

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

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

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

22 10. Section 9884.8 of the Code states:

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

11. Section 9884.11 of the Code states that:

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

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REGULATORY PROVISIONS

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

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

(b) 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.

(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.

(d) If a vehicle was delivered to the automotive repair dealer under unusual circumstances per section 3353.2, the automotive repair dealer shall also record the following additional information on the invoice:

(1) The date and time of the authorization of the estimate;

(2) The name of the person who gave the authorization; and

(3) The telephone number or electronic mail address contacted, if any, to obtain the authorization.

(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;

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

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

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

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

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

13 _____
14 (signature or initials)"

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

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

22 (h) A customer's declination of repair or reassembly after teardown shall be
23 documented by an automotive repair dealer on the teardown invoice as specified in
24 section 3353 of this Article.

25 (i) Replaced parts that cannot be returned to a customer shall be documented by
26 an automotive repair dealer on the invoice as specified in section 3355 in this Article.

27 (j) The automotive repair dealer shall give the customer a legible copy of the
28 invoice.

13. California Code of Regulations, title 16, section 3357 states:

23 An automotive repair dealer may charge a customer for costs associated with
24 the handling, management and disposal of toxic wastes or hazardous substances under
25 California or federal law which directly relate to the servicing or repair of the
26 customer's vehicle. Such charge must be disclosed to the customer by being
27 separately itemized on the estimate prepared pursuant to Section 9884.9(a) of the
28 Business and Professions Code and on the invoice prepared pursuant to Section
29 9884.8 of the Business and Professions Code. In order to assess this charge, the
30 automotive repair dealer must note on the estimate and invoice the station's
31 Environmental Protection Agency identification number required by Section 262.12
32 of Title 40 of the Code of Federal Regulations.

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

2 Pursuant to Section 9884.11 of the Business and Professions Code, each
3 automotive repair dealer shall maintain, in either written or electronic form, legible
4 copies of the following records for at least three years:

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

7 (b) All estimates pertaining to work performed, including all records created to
8 obtain the authorization from the customer for the initial estimate.

9 (c) All work orders and/or contracts for repairs, parts and labor, including all
10 records supplementing the work order and created to obtain additional authorization
11 from the customer for any additional repairs estimated.

12 (d) All such records shall be open for reasonable inspection and/or reproduction
13 by the Bureau or other law enforcement officials during normal business hours.

14 (e) All records as specified in this section associated with an individual
15 transaction shall have a unique identifier linking the records to that specific
16 transaction.

17 15. California Code of Regulations, title 16, section 3371, states:

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

24 16. California Code of Regulations, title 16, section 3373, states:

25 No automotive repair dealer or individual in charge shall, in filling out an
26 estimate, invoice, or work order, or record required to be maintained by section
27 3340.15(e) of this chapter, withhold therefrom or insert therein any statement or
28 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.

COST RECOVERY

17. Section 125.3 of the Code provides, in pertinent part, that a 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.

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FACTUAL ALLEGATIONS

Undercover Operation-April 8, 2026

18. On or about March 23, 2026, Bureau Representative G.R. introduced a malfunction in the Bureau owned Altima's fuel injector circuit which ultimately caused an engine misfire in the number two cylinder. This malfunction caused no fuel delivery to the number two cylinder along with an illuminated Malfunction Indicator Lamp (MIL) (AKA the check engine light). Subsequently, Representative G.R. observed that Diagnostic Trouble Codes (DTCs) P0300 – Random/Multiple Cylinder Misfire and P0302 – Cylinder 2 Misfire Detected – were stored in the Altima's Engine Control Module (ECM).

19. The only repair necessary to correct the illuminated MIL and engine misfire condition was to properly diagnose and reinsert pin number 2 into connector number F70, slot number 2, then reset the ECM by clearing the stored DTCs.

20. On April 8, 2026, at approximately 10:55 a.m., the undercover operator arrived at Placentia Super Service. As the undercover operator entered the lobby, a representative who later identified himself as Ricky Martinez (Martinez) asked her how he could help. The undercover operator told him that she needed to get the Altima looked at. Martinez asked what was wrong with it. The undercover operator told him that a light was flashing on the dash, it was running rough, shaking at idle and lacking power. Martinez asked the undercover operator if the light she was referring to was the check engine light and if it was shaped as a rectangle. The undercover operator said yes. Martinez then requested her name, address, email and phone number.

21. The undercover operator provided a fictitious name along with other fictitious information that she had previously given to use. Martinez proceeded to take the Altima's keys from where the undercover operator had placed them on the counter and said he was going to get the mileage from the vehicle. When Martinez returned, he informed the undercover operator that he started the Altima, verified that it was the check engine light on the dash and also told her that he had felt the shaking. Martinez then printed two (2) documents and presented them to the undercover operator. He explained that the \$200 charge listed on the document was for the diagnosis of the check engine light. Martinez also stated that they were going to perform a

1 “complimentary 70 point inspection.” He explained that the 70 point inspection was so that the
2 undercover operator could decide whether it is worth proceeding with major repairs. He provided
3 her with an example and said that if the Altima needed an engine and an additional \$4,000 worth
4 of suspension repairs, she might not want to go through with the engine repair.

5 22. Although the document contained “Approve” and “Decline” options, the undercover
6 operator did not select any as Martinez did not request her to do so. The undercover operator
7 signed the document which Martinez kept. Martinez provided her with an unsigned copy of the
8 same document. The undercover operator obtained a business card from the counter which had
9 the name “Ricky Martinez” on it. Martinez confirmed that it was his business card and informed
10 the undercover operator that he would call her once he got the Altima looked at. The undercover
11 operator thanked him then departed the facility.

12 23. Later that afternoon, at approximately 3:22 p.m., the undercover operator received a
13 phone call from Martinez who informed the undercover operator they had looked over the Altima
14 and that he had texted the results of the inspection. He stated that they found the check engine
15 light was being caused by a cylinder misfire. Martinez explained that the Altima has a 4-cylinder
16 engine and stated that one cylinder was not pulling its own weight.

17 24. Martinez informed her that the number two cylinder was misfiring and that they had
18 “determined that the number two fuel injector was faulty.” Martinez also told her that the misfire
19 was caused by the faulty fuel injector. He stated that the fuel injector was leaking fuel into the
20 cylinder causing the spark plug to not work as it should. Martinez went on to explain that they
21 also needed to perform an air induction service because of the unburned fuel which causes carbon
22 deposits that are like “little lava rocks.” Martinez said they could see carbon deposits on the
23 throttle body and that they needed to clean it along with the rest of the system.

24 25. Martinez also told the undercover operator that there were parts of the system they
25 could not see, but the assumption was that there would be carbon in other places, such as the
26 intake. Martinez explained that the air induction service was a chemical cleaning of that system.

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1 26. Martinez then began to discuss the 70-point inspection. Martinez informed the
2 undercover operator that based on the 70-point inspection they had additional recommendations
3 which were to replace the transmission fluid and perform a coolant flush. Martinez informed the
4 undercover operator that the grand total to do all the work would be \$1,825. The undercover
5 operator asked Martinez for the cost to just fix the check engine light problem. Martinez told the
6 undercover operator that those repairs totaled \$1,126.82. Martinez then added that he would
7 highly advise her on the transmission service because Nissans are known to have transmission
8 problems. Martinez elaborated and stated that Nissans were not problematic in the past. However,
9 since they switched to a CVT transmission and failed to educate the public about the requirements
10 to service them between 25,000 and 30,000 miles, the transmissions were not lasting long.
11 Martinez told the undercover operator that he had reviewed the Altima's Carfax report and found
12 that it previously had most of its 60,000-mile service done with the exception of the coolant
13 exchange and transmission fluid replacement. The undercover operator told Martinez she would
14 call him back after deciding how to proceed and ended the phone call.

15 27. At approximately 4:18 p.m., the undercover operator called Placentia Super Service
16 and spoke with Martinez. Martinez informed the undercover operator that the total he provided
17 (\$1,126.82) included the replacement of one (1) fuel injector, the "diagnosis charge, taxes and
18 everything." The undercover operator declined the transmission fluid replacement and coolant
19 flush. Martinez assured her that waiting on those services would not cause any immediate issues,
20 however, he added that he recommends having them done sooner rather than later because there
21 was "no way to check the transmission fluid." The undercover operator asked Martinez if the air
22 induction service was needed to fix the check engine light and running problem. Martinez said,
23 "yes, it has been dumping so much fuel in there they need to get it all cleaned out." The
24 undercover operator then gave him approval to replace the fuel injector and perform the air
25 induction service. Martinez told her that he would order the parts and call her once they arrived
26 and repairs were done. Martinez added that they will have to drive the Altima and make sure that
27 everything is good, they then ended the phone call.

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1 28. On April 9, 2026, at 11:37 a.m., the undercover operator received a text message
2 from “Ricky” informing her of, among other things that the fuel injector had arrived. At 11:38
3 a.m. the undercover operator replied “Sounds good. Thank you.”

4 29. At 4:12 p.m., the undercover operator received a text message from “Ricky”. The
5 message listed, among other things that there was “...another fault with the system.”

6 30. At approximately 4:18 p.m., the undercover operator called Placentia Super Service
7 and spoke with Martinez. The undercover operator told Martinez that she had received a text
8 message. Martinez explained that the Altima was running exactly the same as before the repairs.
9 Martinez further explained that they had completed the repairs on the Altima and had taken it for
10 a 30-minute test drive, during which it was running fine. During a second test drive, the Altima
11 started acting up again, and after getting it back to the shop, they found it had the same code as
12 before. Martinez informed the undercover operator that they swapped the fuel injector, and the
13 code followed the injector. They then installed another fuel injector, but then the same thing
14 happened. It worked briefly then it stopped, which meant something was causing the fuel
15 injectors to go bad, Martinez explained.

16 31. The undercover operator asked Martinez if this meant that they were going to have to
17 keep the Altima longer to figure it out. Martinez said yes and also informed her that he was not
18 going to be available the following day. Martinez told her he would provide all her information to
19 Joe, who will be the one calling her to follow up. The undercover operator said okay, and then
20 ended the phone call.

21 32. On April 10, 2026, at approximately 2:45 p.m., the undercover operator called
22 Placentia Super Service and spoke with an individual who identified himself as Joseph. The
23 undercover operator told him she had been talking with Martinez and that Martinez was going to
24 leave her information with Joe. Shortly thereafter, the call disconnected.

25 33. The undercover operator immediately called back and spoke with an individual who
26 identified himself as Joe and who was later identified as Joe Aguilar (Aguilar). The undercover
27 operator told him that they had her vehicle which they were still working on. The undercover
28 operator told Aguilar that she was going to be out of town for the weekend. Aguilar stated that

1 their technician was still working on the Altima; that he was testing various modules; and that
2 there could possibly be a short somewhere, or it could be the module itself. Aguilar also informed
3 her that Martinez was not going to be back until Tuesday of the following week and said he
4 (Aguilar) would contact her as soon as they knew something. The undercover operator asked
5 Aguilar if they were open during the weekend. Aguilar said yes. The undercover operator told
6 Aguilar that he could try calling her, but that she was unsure of how reliable her cell phone
7 reception would be. Aguilar stated he would try to call and also send a text message; they then
8 ended the call.

9 34. On April 13, 2026, at approximately 8:20 a.m., the undercover operator received a
10 text message from the same phone number that had messaged her the past three times requesting
11 that she call Joe. At approximately 11:28 a.m., the undercover operator called Placentia Super
12 Service, spoke with Aguilar and Aguilar informed the undercover operator that their technician
13 had spent three (3) hours on Saturday working on the Altima and found a damaged wiring harness
14 which appeared to have been chewed on by rodents in several places. Aguilar went on to explain
15 that their technician had cut and soldered the wire and stated that they were done with the repairs
16 on the Altima. Aguilar told the undercover operator that he was not going to charge her the full
17 three (3) hours of labor and instead would split it with her. He said he was only charging her an
18 additional one-and-a-half (1.5) hours of labor which amounted to an additional \$300. He also
19 mentioned that there were no additional parts needed. Aguilar then informed the undercover
20 operator that the total charges were now \$1,426.82.

21 35. The undercover operator asked Aguilar what harness he was referring to. Aguilar told
22 her that it was a wiring harness that goes to the "ignition coils, injectors, lots of other things, even
23 the PCM." The undercover operator asked him if the Altima was running well. Aguilar responded
24 yes. The undercover operator told Aguilar that she would call him back after figuring out when
25 she was going to retrieve the Altima then ended the phone call.

26 36. At approximately 1:30 p.m., the undercover operator called Placentia Super Service
27 and spoke with Aguilar. The undercover operator notified Aguilar that she would be retrieving the
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1 Altima later that afternoon. The undercover operator also asked Aguilar to confirm the total
2 amount due. Aguilar confirmed the amount due was \$1,426.82, they then ended the call.

3 37. On April 13, 2026, at approximately 3:55 p.m., the undercover operator arrived at
4 Placentia Super Service and walked into the front office where she waited to be greeted. There
5 was a male representative sitting at a desk, but he did not acknowledge her. A few seconds later, a
6 male individual entered from the shop area and greeted her. The undercover operator approached
7 the front desk and told him she was there to see Joe. The male individual said that he was Joe.
8 The undercover operator then obtained a business card that was on the counter with the name Joe
9 Aguilar on it and confirmed it was his. The undercover operator told Aguilar she was there to
10 retrieve the Altima. He then typed on his computer and stated the amount due which was
11 \$1,426.82. Aguilar asked her if she was paying with a card. The undercover operator said no and
12 paid the exact amount with cash. Aguilar then went to a printer and retrieved a three-page
13 document. He placed it on the counter and stated that there was a 3-year / 36,000-mile warranty
14 on the parts and labor. Aguilar did not request a signature, nor did the undercover operator sign
15 any documents during this visit.

16 38. The undercover operator asked Aguilar if rats had chewed on the wiring harness.
17 Aguilar told her that he could not confirm it was rats, but that it was some sort of rodent. He also
18 stated that they nibbled in several places and clear through it in one spot. The undercover operator
19 asked Aguilar if the harness had been chewed on anywhere else. Aguilar said no. Aguilar then
20 advised her to put dryer sheets in the corners of the engine bay to deter them. The undercover
21 operator looked over the paperwork and referenced the transmission fluid drain and fill. She told
22 Aguilar that Martinez had told her that she should have that service done. Aguilar stated that
23 those services were declined. He then added that it should be done sooner rather than later due to
24 the Nissan's CVT transmissions being no good and having a lot of problems. Aguilar folded the
25 three-page document and placed it in a folder which he told her contained the warranty
26 information. Aguilar then held up two (2) car wash vouchers and said, "here is a couple of free
27 car washes." He placed the car wash vouchers in the folder and handed the folder to the
28 undercover operator.

1 39. Aguilar asked the undercover operator if she goes on Yelp. She replied, "yes."
2 Aguilar then asked the undercover operator for her and her husband's shirt size as he approached
3 a cabinet that was in the lobby. The undercover operator noticed he was sorting through shirts and
4 told him that he did not have to do that. Aguilar insisted and told her that first-time customers get
5 them and ultimately provided the undercover operator with two (2) dark colored shirts. Aguilar
6 then pointed to a QR code that was on top of the cabinet and said, "well if you can, just scan the
7 QR code and leave a review." Aguilar told her he was going to get the Altima and meet her out
8 front, which he did. Shortly thereafter, the undercover operator exited the lobby and approached
9 the Altima which had been started and left with the engine running. Aguilar pointed to the keys
10 that were in the center console. The undercover operator thanked him and departed the facility at
11 approximately 4:13 p.m.

12 40. On or about April 20, 2026, through April 27, 2026, Bureau Representative G.R.
13 performed a re-inspection on the Bureau's 2018 Nissan Altima using copies of the Placentia
14 Super Service documents that had been provided to the undercover operator including the two-
15 page document titled "Estimate for RO #315420" dated 04/08/26; the five-page inspection
16 document titled "RO #315420" dated 04/08/26; and the three-page document titled "Invoice for
17 RO #315420" dated 04/11/26. As a result of the inspection, Bureau Representative G.R.
18 concluded the following:

19 a. No signs of damage or wiring repairs were found on the Engine Control System
20 wiring harness. However, pin number 2 for connector F70 was reinserted into the connector pin
21 slot.

22 b. Cylinder number three fuel injector was replaced. However, the replacement of
23 cylinder number three fuel injector was not needed to correct the engine misfire and the
24 illuminated MIL.

25 c. No cleaning of the throttle plate occurred. The fuel injection/electronic throttle
26 control actuator service (air induction service) was not needed.

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1 d. Lastly, Respondent attempted to sell the Bureau's undercover operator a replacement
2 of the transmission and coolant fluids that were not in need of service as they were in good condition
3 prior to the undercover operation.

4 41. On April 30, 2026, Bureau Representative H.B. visited Placentia Super Service and
5 met with District Manager Don Moritz to discuss details regarding the transaction with the
6 Altima. Pursuant to Business and Professions Code §9884.11 and California Code of Regulations
7 §3358, Bureau Representative H.B. requested all estimates pertaining to the work performed, all
8 work orders and/or contracts for repairs, parts and labor, including all records supplementing the
9 work order, all invoices for completed repairs, and all purchase receipts for parts and labor
10 obtained from outside sources for the repairs performed on the Altima. During the visit, Bureau
11 Representative H.B. informed Don Moritz of his request to speak with the service advisor and the
12 technician that were involved with the transaction. Don Moritz searched for and found the
13 transaction on a computer. Don Moritz then informed Bureau Representative H.B. that it
14 appeared that the technician replaced a fuel injector and repaired wiring. Don Moritz was not
15 personally involved with the transaction. Don Moritz does not allow other employees (i.e.,
16 technician and service advisor) to speak with Bureau Representatives.

17 42. On May 5, 2026, Bureau Representative H.B. called Placentia Super Service and
18 spoke with representative Reanne who informed Bureau Representative H.B. that Don Moritz
19 was unavailable.

20 43. On May 6, 2026, Bureau Representative H.B. visited Placentia Super Service and met
21 with Don Moritz to review the requested records. Bureau Representative H.B. informed Don
22 Moritz that Bureau Representative H.B. was requesting the records by the end of the day.

23 44. On May 8, 2026, Bureau Representative H.B. again visited Placentia Super Service
24 again and met with Respondent's District Manager Don Moritz. During the visit, Don Moritz
25 informed Bureau Representative H.B. that he was unable to find any of the original records
26 associated with the Altima. Don Moritz provided Bureau Representative H.B. with printed copies
27 of the facility's records he had available digitally. Don Moritz confirmed that the records he
28

1 provided were not true copies of the original records. Don Moritz provided Bureau
2 Representative H.B. with the following documents:

3 A 2-page document titled "Estimate for RO #315420." Don Moritz identified this document
4 as a reprint of their estimate. Don Moritz informed Bureau Representative H.B. that the
5 document was different from its original version in that it now contained invoice details. Don
6 Moritz explained that once the transaction is invoiced, the invoice details are transferred onto the
7 estimate.

8 A 3-page document titled "Invoice for RO #315420." Don Moritz identified this document
9 as a reprint of their invoice.

10 A 5-page document titled "RO #315420" which Don Moritz identified as their
11 "Inspection".

12 A single page document titled "Lifetime protection for your vehicle!" Don Moritz informed
13 Bureau Representative H.B. that this document prints out whenever they perform an air induction
14 service.

15 45. On May 8, 2026, Don Moritz told Bureau Representative H.D. the following:
16 The service advisor who assisted the undercover operator had been off work for approximately a
17 week. He had not been able to ask the service advisor about the original documents. It is not
18 common for records to be lost or missing. He did not know if the technician followed any specific
19 diagnostic procedures. He did not know why the fuel injector was replaced. The ignition coil
20 wiring harness was repaired, not replaced. He did not know where specifically the harness was
21 repaired. The undercover operator was charged two hours of labor for the wiring repair. His
22 technician confirmed that the photos on the inspection were from the Altima. He believes the air
23 induction service performed on the Altima was a two-part service. One part goes into the fuel
24 tank and the other goes into the intake. Based on the lack of service history, a transmission
25 service was recommended. The Altima is equipped with a CVT transmission which requires a
26 service at 40,000 miles. The coolant should have been recommended due to its condition. The
27 undercover operator was called for approvals each time as it was documented on their "Previous
28 Approval History". The "Total Fees: \$25.06" listed on "Invoice for RO #315420" was a

1 hazardous waste charge, however, he did not know what item the charge was associated with. He
2 is aware that charges must be itemized. He has updated their process so that their notes pertaining
3 to their findings and diagnosis are now reflected on the inspection report and stored digitally. He
4 provides “Write-it-Right” instruction and training to his staff almost every week. The technician’s
5 notes would have been with the original paperwork. The parts purchase receipts were also with
6 the stack of original documents.

7 46. Despite the field visits, and verbal discussions with Don Moritz, Respondent
8 Placentia Super Service continued to disregard the Bureau’s concerns by failing to provide
9 relevant information relating to the Altima’s transaction. Although Don Moritz stated that he had
10 discussed the transaction with the employees that were directly involved, he was unable to
11 provide accurate technical details regarding the repairs they claimed to have performed on the
12 Altima.

13 **FIRST CAUSE FOR DISCIPLINE**

14 **(Fraud)**

15 47. Respondent’s ARD registration is subject to disciplinary action under Code section
16 9884.7, subdivisions (a)(4) and (a)(6), in that Respondent committed acts constituting fraud in
17 that Respondent Placentia Super Service falsely reported to the Bureau’s undercover operator that
18 the Altima’s number two cylinder’s fuel injector was faulty and leaking fuel into the cylinder
19 which was causing a misfire. These statements are false as the injector circuit malfunction created
20 prohibited the passage of fuel through the injector into the cylinder. Placentia Super Service
21 falsely reported to the Bureau’s undercover operator that an “air induction service” was necessary
22 to clean carbon deposits that were caused by unburned fuel, and to fix the check engine light
23 issue. These statements are false as an “air induction service” was not needed and based on
24 Bureau Representative G.R.’s re-inspection of the Altima, it was also confirmed that the throttle
25 plate had not been cleaned.

26 48. Placentia Super Service made false statements about their diagnosis and repairs when
27 they told the Bureau’s undercover operator that they found a rodent-damaged wiring harness, and
28 that their technician cut and soldered a wire. These statements are false as there were no damages

1 or repairs found on the Engine Control System wiring harness. Additionally, Placentia Super
2 Service made false statements to the Bureau when they falsely reported that they called the
3 Bureau's undercover operator for approval each time as documented on their document titled
4 "Invoice for RO #315420." These statements are false as Placentia Super Service did not contact
5 the Bureau's undercover operator for approval on 04/13/26 as documented and instead accrued an
6 additional \$300 of unauthorized charges for the "REWIRE REPAIR CYLINDER WIRING
7 HARNESS." In addition, Placentia Super Service defrauded the Bureau by selling and charging
8 for parts and labor that were not needed and not performed. Respondent Placentia Super Service
9 made numerous false statements, verbally and in writing, regarding their diagnosis, the vehicle's
10 fuel injector, engine wiring harness, and air intake system in order to sell repairs and to try to
11 justify their charges. This conduct led to unnecessary and costly automotive repairs totaling
12 \$1,426.82. In addition, Placentia Super Service used scare tactics and attempted to sell hundreds
13 of dollars of additional unneeded services.

14 49. The Bureau's investigation determined that there was no damage or repairs on the
15 Engine Control System wiring harness. The number three fuel injector was replaced but not
16 needed as the fuel injectors were in good condition. A "BG Fuel / Air Induction Service" was not
17 needed and there were no signs that the throttle plate was cleaned. Lastly, Placentia Super Service
18 withheld key information from the Bureau's undercover operator and from the Bureau regarding
19 their reconnection of pin number 2 on connector F70, which was the only repair necessary to
20 correct the illuminated check engine light and the rough running condition as set forth in
21 paragraphs 18-46, above which are incorporated herein.

22 **SECOND CAUSE FOR DISCIPLINE**

23 **(Untrue or Misleading Statements)**

24 50. Respondent's ARD registration is subject to disciplinary action under Code section
25 9884.7, subdivisions (a)(1), and (a)(6) in conjunction with California Code of Regulations, Title
26 16, Section 3371, in that Respondent made untrue or misleading statements that were known to be
27 false or misleading, or which by the exercise of reasonable care should be known to be false or
28 misleading, in that Respondent Placentia Super Service provided the Bureau's undercover

1 operator and the Bureau with false and misleading documents. The Placentia Super Service
2 document titled "Invoice for RO #315420" reads in part, "TECHNICIAN CONTINUED WITH
3 DIAGNOSTIC AND FOUND WIRING HARNESS CHEWED/BROKEN", TECHNICIAN
4 REPAIRED/REWIRED HARNESS, and "REWIRE REPAIR CYLINDER WIRING
5 HARNESS." These statements are false as there were no damages or repairs found on the Engine
6 Control System wiring harness. Additionally, "Invoice for RO #315420" contains false details
7 relating to an alleged customer approval for \$1,526.82 which according to the document took
8 place on 04/13/26 at 09:45 AM PTD by phone. These statements are false as Placentia Super
9 Service did not contact the Bureau's undercover operator for approval on 04/13/26 as documented
10 and instead accrued an additional \$300 of unauthorized charges for the "REWIRE REPAIR
11 CYLINDER WIRING HARNESS." Placentia Super Service failed to document the reinsertion of
12 pin number 2 into connector F70 on their document titled "Invoice for RO# 315420". By
13 withholding the fact that reinserting pin 2 into connector F70 fully repaired the vehicle, Placentia
14 Super Service provided a false invoice that actively concealed the true nature of the fix. The five-
15 page inspection document contained a photograph of a throttle plate on page 3 of 5 under "AIR
16 INDUCTION SYSTEM" along with the following statement "Finding: CARBON BUILDUP
17 HAS BEEN DISCOVERED AND REQUIRES INDUCTION CLEANING." These statements
18 are false as an "air induction service" was not needed and based on Bureau representative G.R.'s
19 re-inspection of the Altima, it was also confirmed that the throttle plate had not been cleaned.

20 51. Placentia Super Service made false statements about their diagnosis and repairs when
21 they told the Bureau's undercover operator that they found a rodent-damaged wiring harness, and
22 that their technician cut and soldered a wire. These statements are false as there were no damages
23 or repairs found on the Engine Control System wiring harness. Additionally, Placentia Super
24 Service made false statements to the Bureau when they falsely reported that they called the
25 Bureau's undercover operator for approval each time as documented on their document titled
26 "Invoice for RO #315420." These statements are false as Placentia Super Service did not contact
27 the Bureau's undercover operator for approval on 04/13/26 as documented and instead accrued an
28 additional \$300 of unauthorized charges for the "REWIRE REPAIR CYLINDER WIRING

1 HARNESS.” In addition, Placentia Super Service defrauded the Bureau by selling and charging
2 for parts and labor that were not needed and not performed. Respondent Placentia Super Service
3 engaged in deceptive business practices to defraud the Bureau by selling parts and labor for
4 repairs that were not needed. Placentia Super Service made numerous false statements, verbally
5 and in writing, regarding their diagnosis, the vehicle’s fuel injector, engine wiring harness, and air
6 intake system in order to sell repairs and to try to justify their charges. This conduct led to
7 unnecessary and costly automotive repairs totaling \$1,426.82. In addition, Placentia Super
8 Service used scare tactics and attempted to sell hundreds of dollars of additional unneeded
9 services.

10 52. The Bureau’s investigation determined that there was no damage or repairs on the
11 Engine Control System wiring harness. The number three fuel injector was replaced but not
12 needed as the fuel injectors were in good condition. A “BG Fuel / Air Induction Service” was not
13 needed and there were no signs that the throttle plate was cleaned. Lastly, Placentia Super Service
14 withheld key information from the Bureau’s undercover operator and from the Bureau regarding
15 their reconnection of pin number 2 on connector F70, which was the only repair necessary to
16 correct the illuminated check engine light and the rough running condition as set forth in
17 paragraphs 18-46, above which are incorporated herein.

18 **THIRD CAUSE FOR DISCIPLINE**

19 **(Invoice Requirements)**

20 53. Respondent’s ARD registration is subject to disciplinary action under Code section
21 9884.8, in that Respondent D&R Placentia Super Service failed to properly itemize toxic waste
22 on an invoice. Placentia Super Service charged \$25.06 for “Total Fees” on their document titled
23 “Invoice for RO #315420.” Placentia Super Service later confirmed that the charge was for
24 disposal of hazardous waste. In addition, Placentia Super Service failed to identify the “Intake
25 Service Kit” with a part number or similar designation on their document titled “Invoice for RO
26 #315420” as set forth in paragraphs 18-46, above which are incorporated herein.

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1 **FOURTH CAUSE FOR DISCIPLINE**

2 **(Failure to Maintain and Provide Records)**

3 54. Respondent's ARD registration is subject to disciplinary action pursuant to Code
4 section 9884.11, in that Respondent failed to, upon demand, provide records of repairs for the
5 repairs completed on the Altima as set forth in paragraphs 18-46, above which are incorporated
6 herein.

7 **FIFTH CAUSE FOR DISCIPLINE**

8 **(Violations of Regulations)**

9 55. Respondent's ARD registration is subject to disciplinary action pursuant to Code
10 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with the following
11 regulations as set forth in paragraphs 18-46, above which are incorporated herein:

12 **a. California Code of Regulations, title 16, section §3356 subdivision (c) (2):**

13 Respondent Placentia Super Service failed to identify the "Intake Service Kit" with a part number
14 or similar designation on their document titled "Invoice for RO #315420."

15 **b. California Code of Regulations, title 16, section §3356 subdivision (g):** Respondent

16 Placentia Super Service failed to properly itemize toxic waste on an invoice. Placentia Super
17 Service charged \$25.06 for "Total Fees" on their document titled "Invoice for RO #315420."
18 Placentia Super Service later confirmed that the charge was for disposal of hazardous waste.
19 Separate billing for items noted as shop supplies, miscellaneous parts, fee for electronic
20 communication, and the like, is prohibited.

21 **c. California Code of Regulations, title 16, section §3357:** Respondent failed to

22 separately itemize toxic waste on their invoice.

23 **d. California Code of Regulations, title 16, section §3358 subdivisions (a), (b) and**

24 **(c):** Respondent Placentia Super Service Respondent failed to, upon demand, provide records of
25 repairs for the repairs completed on the Altima (i.e., estimates, invoices, part purchase invoices
26 and work orders).

27 **e. California Code of Regulations, title 16, section §3373:** Respondent made untrue or

28 misleading statements that were known to be false or misleading, or which by the exercise of

1 reasonable care should be known to be false or misleading, in that Respondent Placentia Super
2 Service engaged in deceptive business practices to defraud the Bureau by selling parts and labor
3 for repairs that were not needed. Respondent Placentia Super Service made numerous false
4 statements, verbally and in writing, regarding their diagnosis, the vehicle's fuel injector, engine
5 wiring harness, and air intake system in order to sell repairs and to try to justify their charges.
6 This conduct led to unnecessary and costly automotive repairs totaling \$1,426.82. In addition,
7 Respondent Placentia Super Service used scare tactics and attempted to sell hundreds of dollars of
8 additional unneeded services. The Bureau's investigation determined that there was no damage or
9 repairs on the Engine Control System wiring harness. The number three fuel injector was replaced
10 but not needed as the fuel injectors were in good condition. A "BG Fuel / Air Induction Service"
11 was not needed and there were no signs that the throttle plate was cleaned. Lastly, Respondent
12 Placentia Super Service withheld key information from the Bureau's undercover operator and
13 from the Bureau regarding their reconnection of pin number 2 on connector F70, which was the
14 only repair necessary to correct the illuminated check engine light and the rough running
15 condition.

DISCIPLINARY CONSIDERATIONS

Proactive Conference November 15, 2021

18 56. By way of aggravation, Complainant alleges that on or about November 15, 2021,
19 Bureau Representative M.M. conducted a Proactive Conference at Placentia Super Service with
20 Manager Don Moritz. During the conference, Representative M.M. discussed specific Laws and
21 Regulations of the Automotive Repair Act with Don Moritz. Representative M.M. advised Don
22 Moritz that the facility and all employees must follow all laws and regulations of the Automotive
23 Repair Act. Representative M.M. also advised Don Moritz that future violations of the
24 Automotive Repair Act may result in disciplinary action, which could jeopardize their
25 Automotive Repair Dealer Registration

Station Visit March 27, 2023

27 57. By way of aggravation, Complainant alleges that on or about March 27, 2023,
28 Representative M.M. spoke with Manager Don Moritz regarding a consumer complaint.

1 Representative M.M. discussed specific Laws and Regulations of the Automotive Repair Act with
2 Don Moritz. Representative M.M. advised Don Moritz that compliance with the Laws and
3 Regulations of the Automotive Repair Act is mandatory. Among the Laws and Regulations
4 discussed were the following: B&P §9884.8 – Invoice requirements; B&P §9884.11 – An
5 Automotive Repair Dealer shall maintain records; CCR §3356(c)(1) – An automotive repair
6 dealer shall record all services and repairs performed, including any diagnosis or warranty repairs,
7 and the price for each; CCR §3358(a) – An Automotive Repair Dealer shall maintain invoices
8 received from other sources for parts and labor and CCR §3358(c) – An Automotive Repair
9 Dealer shall maintain all work orders. Representative M.M. provided Don Moritz with a link to
10 the Bureau’s website for the latest laws and regulations, the Bureau’s “Write it Right Guide for
11 Automotive Repair Dealers,” and a speaker request form for a “Write it Right” presentation.

12 **Station Visit October 30, 2025**

13 58. By way of aggravation, Complainant alleges that on or about October 30, 2025,
14 Bureau Representative R.G. met with Placentia Super Service’s General Manager Benjamin
15 Green and District Manager Don Moritz regarding a consumer complaint. Among the topics
16 discussed, Representative R.G. informed Benjamin Green and Don Moritz that compliance with
17 the Automotive Repair Act is mandatory. Representative R.G. also discussed Laws and
18 Regulations of the Automotive Repair Act pertaining to estimates, authorizations and invoice
19 requirements. Representative R.G. provided a link to the Bureau’s website for the latest Laws and
20 Regulations, the Bureau’s “Write it Right Guide for Automotive Repair Dealers,” and a speaker
21 request form for a “Write it Right” presentation.

22 **Station Visit December 16, 2025**

23 59. By way of aggravation, Complainant alleges that on or about December 16, 2025,
24 Bureau Representative S.B. spoke with Placentia Super Service’s District Manager Don Moritz
25 by telephone regarding a consumer complaint. Among the topics discussed, Representative S.B.
26 advised Don Moritz that compliance with the Laws and Regulations under the Automotive Repair
27 Act is mandatory. Representative S.B. discussed specific Laws and Regulations of the
28 Automotive Repair Act with Don Moritz which included but were not limited to: B&P

1 §9884.7(a)(1) – Untrue or misleading statements; B&P §9884.9(a) – Estimate and authorization
2 requirements; CCR §3353 – An automotive repair dealer shall comply with estimate/work order
3 Requirements and CCR §3373 – Withholding or inserting any information which would cause
4 any document to be false or misleading is prohibited.

5 **Station Visit January 15, 2026**

6 60. By way of aggravation, Complainant alleges that on or about January 15, 2026,
7 Representative S.B. spoke with Placentia Super Service’s District Manager Don Moritz by
8 telephone regarding a different consumer complaint. Representative S.B. discussed specific Laws
9 and Regulations of the Automotive Repair Act with Don Moritz. The Laws and Regulations
10 discussed included but were not limited to the following: B&P §9884.7(a)(7) – Willful departure
11 from or disregard of accepted trade standards; B&P §9884.9(a) – Estimate and authorization
12 requirements; and CCR §3356(c)(1) – An automotive repair dealer shall record all services and
13 repairs performed, including any diagnosis or warranty repairs, and the price for each.

14 61. Representative S.B. informed Don Moritz that compliance with the Laws and
15 Regulations under the Automotive Repair Act is mandatory. Representative S.B. provided Don
16 Moritz with a link to the Bureau’s website for the latest laws and regulations, the Bureau’s “Write
17 it Right Guide for Automotive Repair Dealers,” and a speaker request form for a “Write it Right”
18 presentation.

19 **Station Visit March 10, 2026**

20 62. By way of aggravation, Complainant alleges that on or about March 10, 2026,
21 Representative R.G. met with Manager Benjamin Green regarding a consumer complaint.
22 Benjamin Green referred Representative R.G. to District Manager Don Moritz. On March 12,
23 2026, Representative R.G. spoke with Don Moritz by phone and discussed specific Laws and
24 Regulations of the Automotive Repair Act which included, but were not limited to: B&P
25 §9884.7(a)(1) – Untrue or misleading statements; B&P §9884.8 – Invoice requirements; B&P
26 §9884.9(a) – Estimate and authorization requirements; CCR §3356(g) – Separate billing for items
27 noted as shop supplies, miscellaneous parts, fee for electronic communication, and the like, is
28 prohibited.

1 **OTHER MATTERS**

2 63. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,
3 or place on probation the registration for all places of business operated in this state by
4 Respondent Go Time Auto Repair Inc., upon a finding that said Respondent has, or is, engaged in
5 a course of repeated and willful violations of the laws and regulations pertaining to an automotive
6 repair dealer.

7 64. Pursuant to Health & Safety Code section 44072.8, if Smog Check, Test and Repair
8 Station License Number RC 285933 issued to Respondent Go Time Auto Repair Inc. is revoked
9 or suspended following a hearing under this article, any additional license issued under Chapter 5,
10 Part 5, Division 26 in the name of said licensee may be likewise revoked or suspended by the
11 Director.

12 **PRAYER**

13 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
14 and that following the hearing, the Director of the Department of Consumer Affairs issue a
15 decision:

16 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
17 285933, issued to Go Time Auto Repair Inc.; dba Placentia Super Service;

18 2. Revoking or suspending any other Automotive Repair Dealer Registration issued to
19 Respondent Go Time Auto Repair Inc.;

20 3. Revoking or suspending Smog Check Test and Repair Station License Number RC
21 285933, issued to Go Time Auto Repair Inc.; dba Placentia Super Service;

22 4. Revoking or suspending any additional license issued under Chapter 5 of Part 5 of
23 Division 26 of the Health and Safety Code in the name of Respondent Go Time Auto Repair Inc.;

24 5. Ordering Go Time Auto Repair Inc. to pay the Bureau of Automotive Repair the
25 reasonable costs of the investigation and enforcement of this case, pursuant to Business and
26 Professions Code section 125.3 and if placed on probation, the costs of probation monitoring;
27 and,

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

DATED: As of digital signature date

Dorais,
Patrick@DCA

Digitally signed by Dorais,
Patrick@DCA
Date: 2026.10.14 13:08:41
-07'00'

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

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