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

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

In the Matter of the Accusation Against**:** **BRAKE SPECIALIST ING d.b.a. BRAKE STOP AND AUTO REPAIR; OMAR TAPIA, PRES/SEC/TREAS.** **600 N Broadway** **Escondido, CA 92026** **Automotive Repair Dealer Registration Number ARD 295732; Smog Check, Test-and-Repair, Station License Number RC 295732; Vehicle Safety Systems Station License Number VS 295732** Respondent.	Case No. **77/26-13755** **ACCUSATION**

PARTIES

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

2. On or about October 9, 2019, the Bureau of Automotive Repair issued Automotive Repair Dealer Registration Number ARD 295732 to Brake Specialist Ing, dba Brake Stop and Auto Repair; Omar Tapia, Pres/Sec/Treas; (Respondent). The Automotive Repair Dealer Registration was in full force and effect at all times relevant to the charges brought herein and would have expired on October 31, 2026, but was cancelled on July 31, 2026.

3. On or about November 12, 2019, the Bureau of Automotive Repair issued Smog Check, Test-and-Repair, Station License Number RC 295732 to Brake Specialist Ing, dba Brake Stop and Auto Repair; Omar Tapia, Pres/Sec/Treas; (Respondent). The Smog Check, Test-and-Repair, Station was in full force and effect at all times relevant to the charges brought herein and would have expired on October 31, 2026, but was cancelled on July 31, 2026.

4. Respondent is also certified as a STAR station. The certification was issued on January 24, 2020, and was cancelled on July 31, 2026, upon the cancellation of the ARD registration and Smog Check station license.

5. On or about January 13, 2025, the Bureau of Automotive Repair issued Vehicle Safety Systems Station License Number VS 295732 to Brake Specialist Ing, dba Brake Stop and Auto Repair (Respondent). The Vehicle Safety Systems Station was in full force and effect at all times relevant to the charges brought herein and would have expired on October 31, 2026, but was cancelled on July 31, 2026.

JURISDICTION

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

7. Code section 22 subdivision (a), of the Business and Professions Code[1] 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."

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

9. 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

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

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.

10. 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.

11. Section 9889.1 of the Code provides that any license issued pursuant to Article 6.5 (commencing with Section 9888.5) may be suspended or revoked by the director. The director may refuse to issue a license to any applicant for the reasons set forth in Section 9889.2. The proceedings under this article shall be conducted in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code, and the director shall have all the powers granted therein.

12. Section 44002 of the Health and Safety Code provides, in pertinent part, that the Director has all the powers and authority granted under the Automotive Repair Act for enforcing the Motor Vehicle Inspection Program.

13. Section 44072.6 of the Health and Safety Code provides, in pertinent part, that the expiration or suspension of a license by operation of law, or by order or decision of the Director of Consumer Affairs, or a court of law, or the voluntary surrender of the license shall not deprive the Director of jurisdiction to proceed with disciplinary action.

STATUTORY PROVISIONS

14. Code section 9884.7 states, in pertinent part:

> (a) The director, where the automotive repair dealer cannot show there was a bona fide error, may deny, suspend, revoke, or place on probation the registration of an automotive repair dealer for any of the following acts or omissions related to the conduct of the business of the automotive repair dealer, which are done by the automotive repair dealer or any automotive technician, employee, partner, officer, or member of the automotive repair dealer.
>
> (1) Making or authorizing in any manner or by any means whatever any statement written or oral which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.
>
> . . .

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

(4) Any other conduct that constitutes fraud.

(5) Conduct constituting gross negligence.

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

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

15. Section 9884.8 of the Code states:

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

16. Section 9884.9 of the Code states:

(a) The automotive repair dealer shall give to the customer a written estimated price for labor and parts necessary for a specific job, 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 transmission. If that consent is oral, the dealer shall make a notation on the work order of the date, time, name of person authorizing the additional repairs, and telephone number called, if any, together with a specification of the additional parts and labor and the total additional cost, and shall do either of the following:

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

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

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

____

(signature or initials)"

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

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

(c) In addition to subdivisions (a) and (b), an automotive repair dealer, when doing auto body or collision repairs, shall provide an itemized written estimate for all parts and labor to the customer. The estimate shall describe labor and parts separately and shall identify each part, indicating whether the replacement part is new, used, rebuilt, or reconditioned. Each crash part shall be identified on the written estimate and the written estimate shall indicate whether the crash part is an original equipment manufacturer crash part or a nonoriginal equipment manufacturer aftermarket crash part.

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

(e) A written estimate is not required for an automotive repair dealer to perform any of the preventative maintenance services defined in Section 9880.1 if the customer authorizes the service and either of the following occurs:

(1) The service is performed free of charge.

(2) The total price for labor and parts necessary to perform the service is displayed in a place and manner conspicuous to the customer or is made available to and acknowledged by the customer at the automotive repair facility where the service is performed.

17. Section 9889.3 of the Code states:

The director may suspend, revoke, or take other disciplinary action against a license as provided in this article [Article 7 (commencing with section 9889.1) of Chapter 20.3 of Division 3 of the Business and Professions Code] if the licensee or any partner, officer, or director thereof:

(a) Violates any section of the Business and Professions Code which relates to his or her licensed activities.

(b) Is convicted of any crime substantially related to the qualifications, functions and duties of the licenseholder in question.

(c) Violates any of the regulations promulgated by the director pursuant to this chapter [the Automotive Repair Act].

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

(e) Has misrepresented a material fact in obtaining a license.

(f) Aids or abets an unlicensed person to evade the provisions of this chapter.

(g) Fails to make and keep records showing his or her transactions as a licensee, or fails to have the records available for inspection by the director or his or her duly authorized representative for a period of not less than three years after completion of any transaction to which the records refer, or refuses to comply with a written request of the director to make the record available for inspection.

(h) Violates or attempts to violate the provisions of this chapter relating to the particular activity for which he or she is licensed.

(i) Is convicted of a violation of Section 551 of the Penal Code.

18. Section 44072.2 of the Health and Safety Code states:

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:

(a) Violates any section of this chapter [the Motor Vehicle Inspection Program (Health and Saf. Code, ' 44000, et seq.)] and the regulations adopted pursuant to it, which related to the licensed activities.

. . .

(c) Violates any of the regulations adopted by the director pursuant to this chapter.

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

. . .

///

REGULATORY PROVISIONS

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

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) Estimate for Parts and Labor. Every automotive repair dealer shall give to each 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) Estimate for Auto Body or Collision Repairs. Every automotive repair dealer, when doing auto body or collision repairs, shall give to each 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.

(c) Teardown Estimates.

If it is necessary to tear down a vehicle or vehicle component in order to diagnose, the automotive repair dealer shall do all of the following:

(1) Estimate of teardown. The automotive repair dealer shall first give the customer an estimate for the teardown and obtain authorization for the teardown. The estimate shall include the following:

(A) The cost of reassembling the vehicle or component.

(B) The cost of all parts and labor necessary to replace items that are normally destroyed by teardown of the vehicle or component such as gaskets, seals and O rings.

(C) If applicable, notification that the act of teardown might prevent the restoration of the vehicle or component to the condition in which it was provided by the customer.

(D) The maximum time it will take the automotive repair dealer to reassemble the vehicle or component in the event the customer elects not to proceed with the repair or maintenance of the vehicle. The automotive repair dealer shall reassemble the vehicle or component within the time period specified in the teardown estimate. The maximum time shall be counted from the date of authorization of the teardown.

(2) Itemized estimate for repair after teardown. Upon completion of the teardown, the automotive repair dealer shall give the customer an itemized estimate for labor and parts necessary for the required repair. The automotive repair dealer shall then obtain the customer's authorization for either repair or reassembly before any further diagnosis or repair is done or charges accrue.

(3) If, after teardown, a customer declines repair or reassembly, the automotive repair dealer shall, as applicable, document on the teardown invoice that the customer declined repair or reassembly.

(d) Sublet Disclosure. No automotive repair shall be done by someone other than the automotive repair dealer or his or her employees without the consent of the customer, unless the customer cannot reasonably be notified. An automotive repair dealer shall include with the estimate a statement of any sublet repair to be performed on the vehicle. If requested by the customer, an automotive repair dealer shall disclose the name and location of the facility performing the sublet repair.

20. 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;

(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.

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

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

_____

(signature or initials)"

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

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

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

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

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

COST RECOVERY

21. 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.

FACTUAL ALLEGATIONS

Undercover Vehicle Operation

22. On April 13, 2026, Bureau Automotive Program Representative J.H. began his documentation of the Bureau's Chevrolet. Ultimately, among the specific steps taken during this documentation, Representative J.H. documented the condition of the ignition system, fuel system, and emissions control systems on the Chevrolet. Some of what J.H. inspected, marked, and photographed were: eight new spark plugs; eight new spark plug wires; the eight existing fuel injectors; the fuel pressure test port; the fuel rail line connector; the fuel tank filler cap; along with performing an OIS Smog Check Inspection.

23. As part of the documentation, Representative J.H. intentionally introduced a malfunction by creating an open electric circuit inside an injector and installing it into the engine's number six (6) cylinder of the Chevrolet. Representative J.H. confirmed that this defect caused the Chevrolet's engine to run rough and illuminate the Malfunction Indicator Lamp. The only repair necessary to correct the defect that was created would have been to diagnose and replace the number six (6) fuel injector, replace the fuel injector O-ring seals, and the clearing of the diagnostic trouble codes.

24. On July 21, 2026, at approximately 1040 hours, the undercover operator arrived at Brake Stop and Auto Repair, exited the Chevrolet, and entered the lobby area of Brake Stop and Auto Repair.

25. The undercover operator saw a man (later identified as Eddie) seated behind the counter, possibly sleeping, with his head in a downward position. The undercover operator said hello, and Eddie replied hello then stood up behind the counter asking how Eddie could be of assistance. The undercover operator told him the vehicle had a Smog Check Inspection which it had failed, due to a check engine light being on, and that she needed them to diagnose a rough running condition and the illuminated check engine light. Eddie asked the undercover operator for some information about the vehicle and herself. The undercover operator provided the fictitious

information that she had been given to use. Eddie then entered the information into a computer. Eddie asked the undercover operator to go to the Chevrolet, obtain the license plate number and exact mileage, and return with the information. The undercover operator complied and provided him with the requested information. Eddie then entered the information into a computer.

26. Eddie requested, and the undercover operator provided him with the key to the vehicle. Eddie then left the lobby and went to the Chevrolet with a computer tablet where Eddie held the computer tablet over the VIN dashboard plate on the front windshield.

27. Eddie returned to behind the counter and asked the undercover operator if the truck was running badly. The undercover operator told him it shakes a little bit when sitting at a stop light but not bad and that she thought it drove fine. Eddie proceeded to tell the undercover operator that it would be $269.99 to diagnose it. As Eddie was telling the undercover operator this, he printed two copies of a document titled "BRAKESTOP AND AUTO REPAIR", with "ESTIMATE # 032794", "Estimate Date: 7/21/2026", "Total: $ 269.99", along with other information on it. Eddie placed both copies of the document on the counter, requesting the undercover operator sign and date them, which she did. Eddie kept one copy and gave the undercover operator the other copy of the document.

28. The undercover operator saw the business cards for Brake Stop and Auto Repair in front of her and asked him if she could have one, which he agreed to. The undercover operator asked his name, and he said it was Eddie. Eddie said he would call the undercover operator later and let her know what they found out with the Chevrolet.

29. At approximately 1054 hours, the undercover operator departed from Brake Stop and Auto Repair. At approximately 1556 hours, the undercover operator called Brake Stop and Auto Repair and was placed on hold and subsequently the call was disconnected. Immediately after the call was disconnected, the undercover operator received a phone call from Eddie at Brake Stop and Auto Repair. Eddie told the undercover operator that the vehicle had two "error codes", one for multiple misfires and one for an injector misfire. Eddie said they then tested the fuel injectors and found that the number six (6) fuel injector was bad. Eddie said that the number six (6) fuel injector was completely shorted internally. Eddie also said that the plug wires are a little worn.

Eddie said they recommended replacing: the number six (6) fuel injector, the fuel injector seals on all the fuel injectors since they would already have the injector rail off, the spark plugs, the spark plug wires, and a fuel induction service. Eddie said to do it all would be $1,370.00.

30. The undercover operator asked Eddie to clarify if the aforementioned repair services were to correct the check engine light being on or did she only need to have the shorted fuel injector replaced. Eddie said the vehicle needed the fuel injector replaced but because it had the multiple misfire code also the vehicle needed the spark plug wires replaced or the check engine light would come back on. The undercover operator ended the phone call by telling him that she needed to speak with her husband and would call him back.

31. At approximately 1616 hours, the undercover operator contacted Eddie at Brake Stop and Auto Repair by phone. The undercover operator asked Eddie about the additional work needed other than the fuel injector replacement previously discussed for the Chevrolet. The undercover operator asked Eddie if the vehicle needed the spark plugs and spark plug wires replaced. Eddie said the Chevrolet did need the spark plug wires as they were "old and brittle" and that the spark plugs should be done "because we're right there". The undercover operator asked about the fuel induction service and Eddie said it cleans the varnish off the spark plugs, intake manifold, fuel lines, and the rest of the system.

32. The undercover operator told him that if the repairs were needed to correct the issues with the Chevrolet, to proceed with performing them. Eddie said the services would be completed in a day or two. Eddie told the undercover operator that they were going to perform a Smog Check Inspection on the vehicle and needed to drive the vehicle to clear the monitors for the Smog Check Inspection. As the undercover operator had never requested or spoken with them about performing a Smog Check Inspection for the Chevrolet, the undercover operator asked Eddie, if they perform Smog Check Inspections, and he said yes. The undercover operator told Eddie the vehicle needed to be inspected at a special type of Smog Check Station. Eddie told her that meant a STAR Smog Check Station and that Brake Stop and Auto Repair was a STAR Smog Check Station. The undercover operator asked him if the price of the Smog Check Inspection was included in the $1,370.00 price for the repair services or was it in addition to that amount. Eddie

said the Smog Check Inspection would be in addition to the $1,370.00 price but then said, “let me see what I can do”, leading the undercover operator to believe he may reduce the price of the services.

33. Eddie asked if she or her husband were AAA members and the undercover operator told him no. Eddie then again said “let me see what I can do” without giving her a price for the smog test, ending the phone call.

34. On July 22, 2026, at approximately 1351 hours, the undercover operator contacted Brake Stop and Auto Repair by phone and spoke with Eddie. Eddie said that they had received the incorrect fuel injector, ordered the correct fuel injector, and were waiting on its arrival. Eddie said that after they installed the fuel injector they would continue with the repair process and Smog Check Inspection. They then ended the phone call.

35. On July 23, 2026, at approximately 0958 hours, the undercover operator contacted Brake Stop and Auto Repair by phone and spoke with Eddie. Eddie said the repairs were completed and that they would drive the Chevrolet to complete the readiness monitors for the Smog Check Inspection. He stated he had tried to complete the readiness monitors the night before but not all the readiness monitors had come to completion. He said that if they were unable to complete the readiness monitors the undercover operator could retrieve the vehicle and return it for the Smog Check Inspection on the following Monday after driving the vehicle. They then ended the phone call.

36. At approximately 1153 hours, the undercover operator contacted Brake Stop and Auto Repair by phone and spoke with Eddie. Eddie requested to return her phone call as they were in the process of performing a maintenance inspection on the Chevrolet but that all the repairs and Smog Check Inspection had been completed. They then ended the phone call.

37. At approximately 1201 hours, Eddie contacted the undercover operator by phone. Eddie said everything looked good on the Chevrolet and that there was just some residual oil under the vehicle. The undercover operator asked Eddie about the total price of the services. Eddie said he discounted the diagnosis fee from $270.00 to $135.00, which reduced the total to $1,287.00. However, Eddie then explained that the Smog Check Inspection was an additional

$83.20 resulting in a final total of $1,504.57. Although the undercover operator found Eddie's calculations unclear, the undercover operator did not question the charges. The undercover operator told him she would be retrieving the Chevrolet. They then ended the phone call.

38. At approximately 1454 hours, the undercover operator arrived at Brake Stop and Auto Repair, entered the lobby, and met with Eddie after he finished speaking with another customer. Eddie produced two copies of a document he said was the "invoice" as well as two copies of a Smog Check Vehicle Inspection Report. The invoice was a single paper with two pages, and information on the front and rear sides of the document. Eddie requested the undercover operator sign and date one copy of the invoice, which she did.

39. Eddie gave the undercover operator the unsigned copy of the document titled "BRAKE STOP AND AUTO REPAIR", with "INVOICE 34718", "Print Date: 07/23/2026", "Bal Due: $1,504.56", along with other information on it; and a copy of the document titled "Smog Check Vehicle Inspection Report", with "Test Date/Time: 07/23/2026 @ 11:28 AM", "Model Year: 2007", "Vehicle Make: CHEVROLET", "Smog Check Certificate Number: VI825895C", "Inspector Name/ID: NGUYEN, STEVEN/EO138276" along with other information on it. He pointed to the total amount for the service of $1,504.56, requesting payment. The undercover operator handed Eddie $1,505.00 in cash. He took the cash and put it under the counter. Eddie did not give the undercover operator, or offered to give the undercover operator, the change. The undercover operator asked Eddie if the Chevrolet was in good condition and he said "yes, at least until next year when we'll need another smog test". The undercover operator thanked Eddie and asked him what his last name was, which he replied "Cortez". The undercover operator asked Eddie if he did the Smog Check Inspection or if someone else had? Eddie said he did not perform the Smog Check Inspection that one of the other employees had. Eddie then handed the undercover operator the keys to the Chevrolet and the undercover operator then left the office.

40. On or about July 27, 2026, Bureau Representative J.H. re-inspected the Chevrolet using the Brake Stop and Auto Repair documents that he had been provided. His inspection revealed that the fuel injector at cylinder number six (6) had been replaced; that the fuel injector

O-ring seals were replaced; and that the tamper indicators on the fuel rail fuel line, test port, and fuel cap had been broken; however, Bureau representative J.H. was unable to determine if the fuel injectors had been cleaned. Furthermore, Bureau Representative J.H. found that the Chevrolet's eight spark plugs and the spark plug wires had been replaced.

41. The only repair necessary to correct the defect that was created would have been to diagnose and replace the number six (6) fuel injector, replace the fuel injector O-ring seals, and the clearing of the diagnostic trouble codes. All other labor and parts sold by Respondent Brake Stop and Auto Repair were not needed as per Bureau Representative J.H.'s documentation. The total fraud in parts and labor sold and not needed was $868.94.

42. On July 30, 2026, Bureau representative D.M. visited Brake Stop and Auto Repair in Escondido and met with Eduardo Cortez and the Smog Check Technician Steven Nguyen. Bureau representative D.M. had copies of the Brake Stop and Auto Repair documents that were obtained during the undercover operation. Eduardo Cortez was the person who spoke with and assisted the undercover operator at Brake Stop and Auto Repair for the repair and Smog Check inspection of the Chevrolet.

43. Eduardo Cortez stated that he performed the diagnostic testing for the Chevrolet. He found the number six (6) fuel injector was shorted internally, causing an open circuit in the fuel injector. He used an ohm meter and Snap-on scan tool to perform the diagnosis.

44. Eduardo Cortez recommended that the number six (6) fuel injector and all the fuel injector seals be replaced to fix the problem with the vehicle. He found the vehicle had misfire codes with the number six (6) cylinder having about 6500 misfire counts, the number five (5) cylinder having about 538 misfire counts and the other cylinders having about 2 to 3 misfire counts.

45. Eduardo Cortez stated that the spark plugs looked in good condition but due to the misfiring of the engine he recommended replacement. He said the spark plug wires looked worn and old and recommended replacement. He also recommended a fuel injection cleaning to complete the services.

///

46. Eduardo Cortez stated that the replacement of the spark plugs, the spark plug wires, and the fuel injection cleaning were for maintenance purposes only and that he informed the undercover operator of this. He further stated that the necessary repairs were the replacement of the number six (6) fuel injector and the fuel injector seals. Eduardo Cortez stated that the undercover operator authorized all the services and understood that the spark plugs, the spark plug wires, and the fuel injection cleaning were for preventative maintenance only.

47. Eduardo Cortez stated that he did not know if the spark plug wires had not been replaced if the vehicle would have passed or failed the Smog Check inspection. Eduardo Cortez stated that after he performed the diagnosis of the vehicle, and the undercover operator authorized the repair services, that he started the repair services by removing the parts from the vehicle and ordering the replacement parts from a parts store.

48. Eduardo Cortez stated that he diagnosed the vehicle and started the repair process on the vehicle because the Smog Check Technician, Steven Nguyen was working on a different vehicle. He stated Smog Check Technician, Steven Nguyen reassembled the undercover operator's vehicle and performed the Smog Check Inspection on the vehicle.

49. Eduardo Cortez provided a NAPA Auto Parts invoice PO# 7507-34718, dated 07/22/2026, for the parts used in the Chevrolet transaction. The NAPA Auto Parts invoice had a PO# 7507-34718 and that part of the PO number 34718 linked the NAPA Auto Parts invoice to the Brake Stop and Auto Repair document with "INVOICE 34718" for the transaction. Eduardo Cortez stated that although the fuel injection service was performed, he failed to charge the undercover operator the $79.99 on the Brake Stop and Auto Repair document for the fuel injection cleaner "SEA FOAM SPRAY" listed on the NAPA Auto Parts invoice. Eduardo Cortez stated that the fuel injection cleaning included an in tank fuel additive poured into the gas tank to clean the fuel system, and a spray foam that was injected into the Chevrolet's throttle body to clean the throttle blade area.

50. Eduardo Cortez stated that although the Brake Stop and Auto Repair documents show a $269.99 diagnostic testing fee, he reduced the diagnostic testing fee by $135.00 as noted on the Brake Stop and Auto Repair document dated 07/23/2026, "[Discount] $135.00 off labor". He

stated the final price for the diagnostic testing fee for the transaction was $134.99. Eduardo Cortez stated that the Smog Check Inspection price of $83.20 was not authorized by the undercover operator until 07/23/2026. Eduardo Cortez stated he did not want to add the price for the Smog Check Inspection until the repairs were completed and that he knew the vehicle would pass the inspection. Eduardo Cortez stated that the maintenance inspection listed on the Brake Stop and Auto Repair document for the vehicle involves viewing the condition of the belts, hoses, filters and other items under the hood of the vehicle.

51. Bureau representative DM. then spoke with Smog Check Inspector / Technician, Steven Nguyen. Initially Nguyen did not remember the Chevrolet, but then recalled the vehicle transaction. Nguyen stated that Eduardo Cortez diagnosed and removed the parts for the vehicle. Nguyen stated that he reinstalled the parts back on to the Chevrolet and performed the Smog Check Inspection of the vehicle.

FIRST CAUSE FOR DISCIPLINE

(Fraud)

52. Respondent's Automotive Dealer Repair Registration is subject to disciplinary action under Code section 9884.7, subdivisions (a)(4) and (a)(6), in that Respondent committed acts constituting fraud in that Respondent Brake Stop and Auto Repair defrauded the Bureau by selling and charging $868.94 (parts $317.65, labor $523.49, and tax $27.80) for services that were not needed. In addition, Respondent Brake Stop and Auto Repair falsely reported to the Bureau's undercover operator that: the Bureau's Chevrolet needed the spark plug wires replaced or the check engine light would come back on; that the spark plug wires were old and brittle; that the spark plugs needed to be replaced; and that the fuel induction system needed cleaning. This is false as Bureau Representative J.H. confirmed that the spark plugs, the spark plug wires, and fuel system (except for the number six (6) fuel injector) were functioning and operating normally prior to the undercover operation as set forth in paragraphs 22-51, above which are incorporated herein.

///

///

///

SECOND CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

53. Respondent's Automotive Dealer Repair Registration is subject to disciplinary action under Code section 9884.7, subdivisions (a)(1), and (a)(6) in conjunction with California Code of Regulations, Title 16, Section 3371, in that Respondent made untrue or misleading statements that were known to be false or misleading, or which by the exercise of reasonable care should be known to be false or misleading, in that Respondent Brake Stop and Auto Repair falsely reported to the Bureau's undercover operator that: the Bureau's Chevrolet needed the spark plug wires replaced or the check engine light would come back on; that the spark plug wires were old and brittle; that the spark plugs needed to be replaced; and that the fuel induction system needed cleaning. This is false as Bureau Representative J.H. confirmed that the spark plugs, the spark plug wires, and fuel system (except for the number six (6) fuel injector) were functioning and operating normally prior to the undercover operation. In addition, Respondent Brake Stop and Auto Repair falsely reported to the Bureau during a station visit that the replacement of the spark plugs, the spark plug wires, and the fuel injection cleaning were for maintenance purposes only and that the Bureau's undercover operator was informed of this. This is false as the Bureau's undercover operator was never told that it was for maintenance purposes only. Moreover, Respondent Brake Stop and Auto Repair generated a document, i.e., Brake Stop and Auto Repair document "INVOICE 34718", dated July 23, 2026, which contained false information. Respondent's document refers to a revision for a Smog Check inspection that never took place. Respondent Brake Stop and Auto Repair falsely reported to the Bureau that the Brake Stop and Auto Repair document containing the revision for the Smog Check inspection occurred on July 23, 2026, when in fact it did not. The undercover operator was never given a price for a Smog Check inspection as set forth in paragraphs 22-51, above which are incorporated herein.

THIRD CAUSE FOR DISCIPLINE

(Invoice Requirements)

54. Respondent's Automotive Dealer Repair Registration is subject to disciplinary action under Code section 9884.8, in that Respondent Brake Stop and Auto Repair failed to document

the fuel injection cleaning product (Sea Foam Spray) on the invoice as set forth in paragraphs 22-51, above which are incorporated herein.

FOURTH CAUSE FOR DISCIPLINE

(Estimate Requirements)

55. Respondent's Automotive Dealer Repair Registration is subject to disciplinary action under Code section 9884.9, in that Respondent Brake Stop and Auto Repair failed to provide a written estimate for a specific job. Respondent's estimate states: "SMOG FAILURE DIAGNOSTIC PER CUSTOMER REQUEST/ CUSTOMER STATES THAT THE VEHICLE IS RUNNING ROUGH AT A STOP LIGHT" which description is not a description of a specific job as set forth in paragraphs 22-51, above which are incorporated herein.

FIFTH CAUSE FOR DISCIPLINE

(Violations of Regulations)

56. Respondent's Automotive Dealer Repair Registration is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with the following regulations as set forth in paragraphs 22-51, above which are incorporated herein:

a. California Code of Regulations, title 16, section §3340.15 subdivision (b) – Respondent Brake Stop and Auto Repair allowed unlicensed activity when manager Eduardo Cortez diagnosed and performed automotive repairs on a vehicle thought to be connected to a Smog Check program failure.

b. California Code of Regulations, title 16, section §3353 subdivision (a): Respondent Brake Stop and Auto Repair failed to provide a written estimate for a specific job. Respondent's estimate states: "SMOG FAILURE DIAGNOSTIC PER CUSTOMER REQUEST/ CUSTOMER STATES THAT THE VEHICLE IS RUNNING ROUGH AT A STOP LIGHT" is not a description of a specific job.

c. California Code of Regulations, title 16, section §3356 subdivision (c) (2): Respondent Brake Stop and Auto Repair failed to document the fuel injection cleaning product (Sea Foam Spray) on the invoice.

///

d. California Code of Regulations, title 16, section §3373: Respondent made untrue or misleading statements that were known to be false or misleading, or which by the exercise of reasonable care should be known to be false or misleading, in that Respondent Brake Stop and Auto Repair falsely reported to the Bureau's undercover operator that: the Bureau's Chevrolet needed the spark plug wires replaced or the check engine light would come back on; that the spark plug wires were old and brittle; that the spark plugs needed to be replaced; and that the fuel induction system needed cleaning. This is false as Bureau Representative J.H. confirmed that the spark plugs, the spark plug wires, and fuel system (except for the number six (6) fuel injector) were functioning and operating normally prior to the undercover operation. In addition, Respondent Brake Stop and Auto Repair falsely reported to the Bureau during a station visit that the replacement of the spark plugs, the spark plug wires, and the fuel injection cleaning were for maintenance purposes only and that the Bureau's undercover was informed of this. This is false as the Bureau's undercover operator was never told that it was for maintenance purposes only. Moreover, Respondent Brake Stop and Auto Repair generated a document, i.e., Brake Stop and Auto Repair document "INVOICE 34718", dated July 23, 2026, which contained false information. Respondent's document refers to a revision for a Smog Check inspection that never took place. Respondent Brake Stop and Auto Repair falsely reported to the Bureau that the Brake Stop and Auto Repair document containing the revision for the Smog Check inspection occurred on July 23, 2026, when in fact it did not. The undercover operator was never given a price for a Smog Check inspection.

SIXTH CAUSE FOR DISCIPLINE

(Violation of the Motor Vehicle Inspection Program)

57. Respondent's Smog Check, Test-and-Repair, Station License is subject to discipline pursuant to Health and Safety Code section 44072.2, subdivision (a), in that regarding the undercover vehicle, Respondent failed to comply with section 44032 of the Health and Safety Code in a material respect, as follows: Respondent Brake Stop and Auto Repair allowed unlicensed activity when manager Eduardo Cortez diagnosed and performed automotive repairs

on a vehicle thought to be connected to a Smog Check program failure as set forth in paragraphs 22-51, above which are incorporated herein.

SEVENTH CAUSE FOR DISCIPLINE

(Dishonesty, Fraud or Deceit)

58. Respondent's Smog Check, Test-and-Repair, Station License is subject to disciplinary action pursuant to Health and Safety Code section 44072.2, subdivision (d), in that regarding the undercover vehicle set forth above, Respondent's employee's committed acts involving dishonesty, fraud or deceit whereby another was injured by issuing an electronic certificate of compliance for the undercover vehicle without performing a bona fide inspection of the emission control devices and systems on the vehicle, thereby depriving the People of the State of California of the protection afforded by the Motor Vehicle Inspection Program as set forth in paragraphs 22-51, above which are incorporated herein.

EIGHTH CAUSE FOR DISCIPLINE

(Dishonesty, Fraud or Deceit)

59. Respondent's Vehicle Safety Systems Station License is subject to disciplinary action pursuant to Code section 9889.3, subdivision (c), in that Respondent committed acts constituting fraud in that Respondent Brake Stop and Auto Repair defrauded the Bureau by selling and charging $868.94 (parts $317.65, labor $523.49, and tax $27.80) for services that were not needed. In addition, Respondent Brake Stop and Auto Repair falsely reported to the Bureau's undercover operator that: the Bureau's Chevrolet needed the spark plug wires replaced or the check engine light would come back on; that the spark plug wires were old and brittle; that the spark plugs needed to be replaced; and that the fuel induction system needed cleaning. This is false as Bureau Representative J.H. confirmed that the spark plugs, the spark plug wires, and fuel system (except for the number six (6) fuel injector) were functioning and operating normally prior to the undercover operation as set forth in paragraphs 22-51, above which are incorporated herein.

///

///

///

DISCIPLINARY CONSIDERATIONS

60. By way of aggravation, Complainant alleges that on or about July 1, 2025, Bureau Representative C.M. met with and held a Proactive Conference with Eduardo Cortez of Brake Stop and Auto Repair. The Proactive Conference was held to seek voluntary compliance with the Laws and Regulations of the Automotive Repair Act, which were documented on a Station Inspection Report. During the Proactive Conference, Eduardo Cortez was advised that adhering to the Laws and Regulations of the Automotive Repair Act is mandatory. Education and training opportunities were offered. Furthermore, Brake Stop and Auto Repair was informed of the seriousness of the Bureau's compliance efforts; that failure to comply with the Automotive Repair Act may result in disciplinary action that could jeopardize the repair dealer's registration; and that a documented vehicle may be employed to confirm compliance. In addition, among the specific Laws and Regulations of the Automotive Repair Act that were discussed to address compliance concerns, were specifically: 17200 Unfair business practice, 9884.7(a)(1) Untrue statements, 9884.7(a)(6) Compliance with the Automotive Repair Act, 9884.8 Invoice requirements, and 9884.9(a) Estimate and authorization requirements.

61. By way of aggravation, Complainant alleges that in addition, on or about August 27, 2025, Bureau Representative D.W. conducted a Write It Right Presentation for the San Diego Brake Stop and Repair (ARD 303278) facility in where Eduardo (Eddie) Cortez, the Escondido Manager of Brake Stop and Repair was in attendance. The Write It Right Presentation was held to seek voluntary compliance with the Laws and Regulations of the Automotive Repair Act and was documented on a Station Inspection Report.

62. By way of aggravation, Complainant alleges that on or about December 4, 2025, Bureau Representative D.W. met with Eduardo Cortez at Brake Stop and Auto Repair in Escondido regarding a consumer complaint. The meeting was held to seek voluntary compliance with the Laws and Regulations of the Automotive Repair Act, and the visit was documented on a Station Inspection Report. During the meeting, Eduardo Cortez was advised that adhering to the Laws and Regulations of the Automotive Repair Act is mandatory. Furthermore, Education and training opportunities were offered. In addition, among the Laws and Regulations of the

Automotive Repair Act that were discussed to address compliance concerns, were specifically: 9884.7 (a)(1) Untrue statements.

OTHER MATTERS

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

64. Pursuant to Health & Safety Code section 44072.8, if Smog Check, Test-and-Repair, Station License Number RC 295732 issued to Respondent Brake Specialist Ing dba, Brake Stop and Auto Repair is revoked or suspended following a hearing under this article, any additional license issued under Chapter 5, Part 5, Division 26 in the name of said licensee may be likewise revoked or suspended by the Director.

65. Pursuant to Code section 9889.9, when any license has been revoked or suspended following a hearing under the provisions of this article, any additional license issued under Article 6.5 (commencing with Section 9888.5) in the name of the licensee may be likewise revoked or suspended by the director.

PRAYER

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

1. Revoking or suspending Automotive Repair Dealer Registration Number ARD 295732, issued to Brake Specialist Ing dba, Brake Stop and Auto Repair;

2. Revoking or suspending any other Automotive Repair Dealer Registration issued to Respondent Brake Specialist Ing;

3. Revoking or suspending Smog Check, Test-and-Repair, Station License Number RC 295732, issued to Brake Specialist Ing dba, Brake Stop and Auto Repair;

///

4. Revoking or suspending any additional license issued under Chapter 5 of Part 5 of Division 26 of the Health and Safety Code in the name of Respondent Brake Specialist Ing;

5. Revoking or suspending Vehicle Safety Systems Station License Number VS 295732, issued to Brake Specialist Ing dba, Brake Stop and Auto Repair;

6. Revoking or suspending any additional license issued under Article 6.5 of Chapter 20.3 of Division 3 of the Code in the name of Brake Specialist Ing;

7. Ordering Brake Specialist Ing dba, Brake Stop and Auto Repair, to pay the Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3 and if placed on probation, the costs of probation monitoring; and,

8. 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: 2026.11.19 14:42:12 -08'00'

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

SD2026802779
85908607