

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*

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

12
13 In the Matter of the Accusation Against:

Case No. **77/24-4502**

14 **LAN PHAM,**
President/Secretary/Treasurer, MKP AUTO
15 **INC., dba VALUE AUTO SERVICE**
16 **22270 La Palma Ave**
Yorba Linda, CA 92887

ACCUSATION

17 **Automotive Repair Dealer Registration**
Number ARD 305623, Smog Check, Test-
18 **and-Repair, Station License Number RC**
305623

19 Respondent.
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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 April 25, 2023, the Bureau of Automotive Repair issued Automotive
27 Repair Dealer Registration Number ARD 305623 to Lan Pham, President/Secretary/Treasurer,
28 MKP Auto, Inc. dba Value Auto Service (Respondent). The Automotive Repair Dealer

1 Registration was in full force and effect at all times relevant to the charges brought herein and
2 will expire on April 30, 2026, unless renewed.

3 3. On or about July 18, 2023, the Bureau of Automotive Repair issued Smog Check,
4 Test-and-Repair, Station License Number RC 305623 to MKP Auto, Inc. dba Value Auto Service
5 (Respondent). The Smog Check, Test-and-Repair, Station License was in full force and effect at
6 all times relevant to the charges brought herein and will expire on April 30, 2026, unless renewed.

7 4. Respondent is also certified as a STAR Station. The certification was issued on
8 October 18, 2023, and will remain active unless the ARD registration and/or Smog Check Station
9 license is revoked, canceled, licenses become delinquent, or the certification is invalidated.

10 **JURISDICTION**

11 5. This Accusation is brought before the Director of the Department of Consumer
12 Affairs (“Director”) for the Bureau, under the authority of the following laws.

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

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

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

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

24 9. Section 9884.13 of the Code provides, in pertinent part, that the expiration of a valid
25 registration shall not deprive the director or chief of jurisdiction to proceed with a disciplinary
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27 _____
28 ¹ All statutory references herein shall be to the Business and Professions Code unless
specifically stated otherwise.

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

3 **STATUTORY PROVISIONS**

4 10. Code section 9884.7 states, in pertinent part:

5 (a) The director, where the automotive repair dealer cannot show there was a
6 bona fide error, may deny, suspend, revoke, or place on probation the registration of
7 an automotive repair dealer for any of the following acts or omissions related to the
8 conduct of the business of the automotive repair dealer, which are done by the
9 automotive repair dealer or any automotive technician, employee, partner, officer, or
10 member of the automotive repair dealer.

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

14 . . .

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

17 (4) Any other conduct that constitutes fraud.

18 (5) Conduct constituting gross negligence.

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

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

24 . . .

25 11. Section 9884.8 of the Code states:

26 All work done by an automotive repair dealer, including all warranty work,
27 shall be recorded on an invoice and shall describe all service work done and parts
28 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.

1 **REGULATORY PROVISIONS**

2 12. California Code of Regulations, Title 16, section 3356 states, in pertinent part:

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

6 (b) The invoice shall show the automotive repair dealer's registration number
7 and the corresponding business name and address as shown in the Bureau's records.

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

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

11 (2) Each part supplied, in such a manner that the customer can understand what
12 was purchased, and the price for each described part. The description of each part
13 shall state whether the part was new, used, reconditioned, rebuilt, an OEM crash part,
14 or a non-OEM aftermarket crash part. Part kits containing several components may be
15 listed as a single part on the invoice and identified by brand name and corresponding
16 part number or similar designation.

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

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

19 (5) The applicable sales tax, if any.

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

22 ...

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

27 ...

28 13. California Code of Regulations, Title 16, section 3371, states:

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

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1 14. California Code of Regulations, Title 16, section 3372.1 states:

2 An automotive repair dealer shall not advertise automotive service at a price
3 which is misleading. Price advertising is misleading in circumstances which include
4 but are not limited to the following:

5 (a) The automotive repair dealer does not intend to sell the advertised service at
6 the advertised price but intends to entice the consumer into a more costly transaction;
7 or

8 (b) The advertisement for service has the capacity to mislead the public as to
9 the extent that anticipated parts, labor or other services are included in the advertised
10 price; or

11 (c) The advertisement for service or repair has the capacity to mislead the
12 public as to the need for additional related parts, labor or other services; or

13 (d) The automotive repair dealer knows or should know that the advertised
14 service cannot usually be performed in a good and workmanlike manner without
15 additional parts, services or labor; provided, however, that an advertisement which
16 clearly and conspicuously discloses that additional labor, parts or services are often
17 needed will, to that extent, not be regarded as misleading. Any such disclosure
18 statement shall indicate that many instances of performance of the service involve
19 extra cost and, if the automotive dealer reasonably expects that the extra cost will be
20 more than 25% of the advertised costs, that the extra cost may be substantial. The
21 type size of the disclosure statement shall be at least 1/2 the type size used in the
22 advertised price and the statement shall either be shown near the price or shall be
23 prominently footnoted through use of an asterisk or similar reference.

24 15. 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

16. 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

2000 Toyota Sienna – E.P.

17. On December 19, 2023, E.P. drove her 2000 Toyota Sienna, to Respondent Value Auto Service. She chose Value Auto Service because she had their coupon for an \$11.99 engine oil change. She was greeted by man who told her his name is Joseph. Before she could tell him the reason for her visit, he opened the hood of her Toyota and immediately told E.P. that her Toyota needed an alternator, starter, motor mounts, and a timing belt that would cost approximately \$3,700.00. She agreed to this work. Then an elderly white male introduced himself to E.P. as the manager, Sam Assil. He told E.P. that it would cost \$3,141.94 to complete all these repairs. E.P. told him that she could not afford that right now. He advised E.P. to apply for a line of credit through the Easy Pay Loan Company.

18. E.P. subsequently applied for credit with Easy Pay Loan Company and was approved for \$2,875.00. As she was reading the contract, Joseph was pressuring her to scroll down and just sign it so they could start working on her Toyota. Feeling pressured, E.P. signed the contract without reading it in its entirety. E.P. later found out that this credit company had a 148.99% annual percentage rate. Joseph told E.P. that her Toyota would be ready the following day.

19. On December 20, 2023, E.P. returned to Value Auto Service because Joseph told her that her Toyota would be completed the following day, December 20th. When she arrived, Joseph told E.P. that "They were changing all the wiring in her Toyota because it was fried, and it would not be ready for a few days."

20. On December 22, 2023, E.P.'s husband spoke to Joseph on the telephone and Joseph told him the Toyota would be completed by 4:30 P.M. E.P. returned to Value Auto Service to pick up her Toyota and Sam Assil gave E.P. a one-page copy of invoice number 24368 for \$3,141.94. E.P. paid \$266.94 in cash to Sam Assil and \$2,875.00 was paid with credit from the Easy Pay Loan Company. Sam Assil told E.P. that "since the battery was overcharging it drained completely and it would need to be replaced right away". E.P. questioned that because the battery was replaced three days prior. Sam Assil again told E.P. that it was because it was overcharged

1 and drained. Sam Assil then offered E.P. free fluid checks and fluid top-offs for the life of the
2 Toyota. E.P. drove the Toyota from Value Auto Service to her home.

3 21. On December 23, 2023, E.P. and her husband got into the Toyota at their home, and
4 the Toyota would not start. When she opened the hood, she noticed the battery was not the same
5 battery that was replaced before going to Value Auto Service.

6 22. On December 27, 2023, E.P. filed a complaint with the Bureau of Automotive Repair.

7 23. On January 7, 2024, the Toyota was towed to Value Auto Service to diagnose why
8 the battery was draining overnight. E.P. was not present with the Toyota when it got delivered to
9 Value Auto Service, and she never received an estimate or an invoice when the Toyota was at
10 Respondent shop the second time.

11 24. On January 19, 2024, E.P. had her Toyota towed from Value Auto Service to her
12 house because her husband told E.P. that Sam Asill had telephoned him and said that her Toyota
13 needed a new wiring harness to repair the drain on her battery and that he did not want to do it.
14 He told E.P.'s husband that he would need to get it replaced by a different repair facility.

15 25. On or about February 16, 2024, Bureau Representatives M.L. and J.N. inspected
16 E.P.'s Toyota. During this inspection, they referenced Value Auto Service Final Invoice #24368
17 dated December 19, 2023. During the inspection of E.P.'s vehicle, M.L. and J.N. found the
18 following repairs were not performed and parts not replaced:

Job Description	Labor	Parts
Replace Timing belt kit	\$750.00	\$0.00
Replace the rear engine mount	\$250.00	\$181.99
Replace Top Torque Mount	\$300.00	-
Replace oil and filter	\$10.00	Filter \$3.99
Subtotals		
Parts	\$185.98	
Labor	\$1,310.00	
Tax @ 7.75%	\$14.41	
FRAUD	\$1,510.39	

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25 26. On March 12, 2024, Bureau Representatives M.L. and J.N. met with Assil at the
26 Bureau's Santa Ana field office. Assil told them that he is the daily on-site manager, and that he
27 is the individual who ordered the parts for E.P.'s Toyota. Assil told the Bureau Representatives
28 that he gave these parts to a Value Auto Service mechanic and instructed the mechanic to install

1 them on E.P.'s Toyota. Assil stated that all the work described on the estimate and invoice and all
2 parts: including the timing belt, timing belt tensioner, timing belt idler, water pump, front engine
3 mount, rear engine mount, engine torque strut, alternator, and starter motor were all replaced
4 before the Toyota was returned to E.P. Assil stated E.P. paid \$2,875.00 for these repairs.

5 27. Bureau representatives also determined that Assil used a \$9.99 Engine Oil and Filter
6 advertisement to bait E.P. into a more costly repair of \$3,141.94.

7 **FIRST CAUSE FOR DISCIPLINE**

8 **(Fraud)**

9 28. Respondent's ARD registration is subject to disciplinary action under Code section
10 9884.7, subdivisions (a)(4) and (a)(6), in that Respondents committed acts constituting fraud in
11 that Respondent Value Auto Service invoiced and charged E.P. \$1510.39 for work not performed
12 and parts not replaced. In addition, Assil told E.P. and the Bureau that he had installed a timing
13 belt, timing belt tensioner, idler pulley, water pump, and rear engine mount in her Toyota when
14 he did not as set forth in paragraphs 17-27, above which are incorporated herein.

15 **SECOND CAUSE FOR DISCIPLINE**

16 **(Untrue or Misleading Statements)**

17 29. Respondent's ARD registration is subject to disciplinary action under Code section
18 9884.7, subdivisions (a)(1), and (a)(6) in conjunction with California Code of Regulations, Title
19 16, Section 3371, in that Respondent made untrue or misleading statements that were known to be
20 false or misleading, or which by the exercise of reasonable care should be known to be false or
21 misleading, in that Respondent Value Auto Service charged E.P. \$1510.39 for work not
22 performed and parts not replaced. In addition, Assil told E.P. and the Bureau that he had installed
23 a timing belt, timing belt tensioner, idler pulley, water pump, and rear engine mount in her Toyota
24 when he did not as set forth in paragraphs 17-27, above which are incorporated herein.

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1 **THIRD CAUSE FOR DISCIPLINE**

2 **(Failure to Record all Service and Repair Work Performed)**

3 30. Respondent's ARD registration is subject to disciplinary action under Code section
4 9884.8 in that Respondent failed to accurately describe all service work done and parts supplied
5 in that Respondent Value Auto Service charged E.P. \$1510.39 for work not performed and parts
6 not replaced. In addition, Assil told E.P. and the Bureau that he had installed a timing belt, timing
7 belt tensioner, idler pulley, water pump, and rear engine mount in her Toyota when he did not as
8 set forth in paragraphs 17-27, above which are incorporated herein.

9 **FOURTH CAUSE FOR DISCIPLINE**

10 **(Violations of Regulations)**

11 31. Respondent's ARD registration is subject to disciplinary action pursuant to Code
12 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with the following
13 regulations as set forth in paragraphs 17-27, above which are incorporated herein:

14 a. **California Code of Regulations, title 16, section §3356 subdivision (c)(1):**

15 Respondent failed to accurately describe all service work done and parts supplied in that
16 Respondent Value Auto Service charged E.P. \$1510.39 for work not performed and parts not
17 replaced. In addition, Assil told E.P. and the Bureau that he had installed a timing belt, timing belt
18 tensioner, idler pulley, water pump, and rear engine mount in her Toyota when he did not. In
19 addition, Respondent's invoice fails to describe the parts supplied as used, rebuilt, or
20 reconditioned.

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

22 Respondent failed to describe all service work done and parts supplied in that Respondent Value
23 Auto Service charged E.P. \$1510.39 for work not performed and parts not replaced. In addition,
24 Assil told E.P. and the Bureau that he had installed a timing belt, timing belt tensioner, idler
25 pulley, water pump, and rear engine mount in her Toyota when he did not. In addition,
26 Respondent's invoice fails to describe the parts supplied as used, rebuilt, or reconditioned.

27 c. **California Code of Regulations, Title 16, section 3372.1:** Respondent used a \$9.99

28 Engine Oil and Filter advertisement to bait the consumer into a more costly repair of \$3,141.94.

1 d. California Code of Regulations, title 16, section §3373: Respondent Value Auto
2 Service invoiced and charged E.P. \$1510.39 for work not performed and parts not replaced. In
3 addition, Assil told E.P. and the Bureau that he had installed a timing belt, timing belt tensioner,
4 idler pulley, water pump, and rear engine mount in her Toyota when he did not.

5 2006 GMC Denali – R.G.

6 32. R.G. is the owner of a 2006 GMC Denali. On December 13, 2023, he picked up his
7 GMC from an auto body shop, after they completed auto body repairs on the vehicle. When
8 driving it home, he noticed a vibration in the floor. He got out and looked underneath and saw the
9 driveshaft had multiple dents.

10 33. R.G. telephoned the auto body shop where his vehicle was repaired, and he was told
11 that the vibration may be caused by the driveshaft or an imbalanced wheel.

12 34. On January 8, 2023, R.G. drove his GMC to Costco, in Yorba Linda, CA, to have the
13 tires inspected. Costco replaced one bad tire but could not remove the other three tires because
14 they had wheel locks installed.

15 35. R.G. then drove his GMC to Value Auto Service, to have the wheel locks removed.
16 He chose Value Auto Service because they are located across the street from his place of
17 business, and he had used them previously to change engine oil. At Value Auto Service he was
18 greeted by an elderly Caucasian male, who introduced himself to R.G. as the manager Sam.

19 36. R.G. told Sam that he needed the wheel locks taken off and that he was going to have
20 the body shop repair the vibration. Sam told R.G. that he could remove the wheel locks and repair
21 the vibration.

22 37. Sam told R.G. that Value Auto Service works with insurance companies, and he
23 asked for the Esurance Claim number. R.G. gave him Claim number 230881994-1, and a
24 telephone number for Esurance Adjuster E.D.

25 38. Later that afternoon Joseph from Value Auto Service telephoned R.G. at 11:38 AM
26 and stated that he had spoken to the claims adjuster for Esurance and that they had approved
27 replacement of the driveshaft, replacement of the rear differential, and replacing the front oil
28 pump of the transmission. He told R.G. that this work would be completed in a few days.

1 39. Joseph told R.G. that if he wanted to pick up his GMC when it was done and not wait
2 for Esurance to provide payment, that R.G. would have to pay Value Auto Service \$4,199.83 for
3 the repairs and then Esurance would send R.G. a reimbursement check. R.G. told Joseph that he
4 would call him back with his credit card information later that day.

5 40. At 1:07 PM, R.G. telephoned Value Auto Service and spoke with Sam. Sam told R.G.
6 again that he had already received approval from the Esurance Claims Adjuster to do this work
7 and that Esurance was going to pay for this work. Based on Sam's assurance that Esurance was
8 going to send R.G. a check for this work, R.G. gave him his credit card information over the
9 telephone.

10 41. On January 27, 2024, Sam telephoned and told R.G. that his GMC was ready to be
11 picked up.

12 42. Upon arriving at Value Auto Service, R.G. asked Sam again about being reimbursed
13 and Sam told R.G. that he had just gotten off the telephone with the claims adjuster from
14 Esurance, and he was assured that everything was approved, and the claims adjuster for Esurance
15 would be telephoning R.G. in a few days to verify the address that R.G. wanted the
16 reimbursement check mailed to. Sam provided R.G. with a Value Auto Service Invoice #24547,
17 dated 01/08/2024 for \$4,199.84 for the replacement of the driveshaft, rear differential, and
18 transmission front oil pump. R.G. drove his GMC to his place of business, which is across the
19 street from Value Auto Service.

20 43. On February 1, 2024, R.G. telephoned E.D., the Esurance claims adjuster and left her
21 a voicemail message asking when he would receive the reimbursement check for the repairs that
22 were performed at Value Auto Service.

23 44. On this same day, E.D. returned his telephone call and told him that Esurance only
24 approved a driveshaft replacement for \$916.18. Esurance denied the replacement of the rear
25 differential and the transmission front oil pump. E.D. told R.G. that an appraiser for Esurance had
26 telephoned Sam at Value Auto Service on January 16, 2024, and advised him of the partial denial.

27 45. Sam told the Esurance appraiser that he would contact the consumer and notify the
28 consumer of the partial denial.

1 46. On February 2, 2024, R.G. returned to Value Auto Service and asked Sam why he
2 told R.G. that Esurance had approved \$4,199.84 for repair when they had denied all repairs
3 except the drive shaft replacement for \$916.18. Sam told R.G. that Esurance must be mistaken
4 because he talked to a man there and that man assured him it was all approved. Sam told R.G. that
5 he would call them and then get back to R.G.

6 47. On February 2, 2024, R.G. telephoned his credit card company and filed a fraudulent
7 charge on his card. After his credit card company completed their investigation, they contacted
8 R.G. by telephone and told him they could not deem it as fraud because R.G. gave Value Auto
9 Service his authorization to process the charge, even if under false pretenses.

10 48. On this same day, R.G. telephoned E.D. at Esurance and advised her that he initiated
11 a claim with the fraud department of his credit card company and told her not to issue the \$916.18
12 check to Value Auto Service until this is resolved because Sam had already charged his credit
13 card \$4,199.83 which included the \$916.18 payment Esurance approved for driveshaft
14 replacement.

15 49. E.D. told R.G. that she would note this in his file and wait to hear from him before
16 issuing the check.

17 50. On February 26, 2024, R.G. returned to Value Auto Service where Sam told R.G. that
18 he could not talk to R.G. because he had to leave, but that Joseph could answer R.G.'s questions.
19 R.G. urged Sam to stay and speak with R.G. because he was the person that R.G. was dealing
20 with. Sam said he had to go. After Sam left, Joseph began yelling at R.G. and made racial
21 allegations and told R.G. to get out of his shop and never return.

22 51. On February 28, 2024, R.G. filed a complaint with the Bureau of Automotive Repair.

23 52. On April 29, 2024, Bureau Representatives D.D. and J.N. inspected the Denali. They
24 referenced the Value Auto Service document titled "Do Not Pay. Not a Final Invoice." with
25 Invoice #24547 describing the replacement of a driveshaft, rear differential, and front trans pump
26 seal.

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53. D.D. and J.N. found the following repairs were not performed and parts not replaced:

Job Description	Labor	Parts
Replace Differential	\$430.00	\$1,275.00
Subtotals		
Parts	\$1,275.00	
Labor	\$430.00	
Tax @ 7.75%	\$98.81	
FRAUD	\$1,803.81	

54. On May 22, 2024, Bureau representatives D.D., M.L. and J.N. met with Assil and he signed a statement confirming that Esurance would reimburse R.G. \$4,199.84 and that he had ordered and installed all parts including the Differential Assembly. Assil told the Bureau representatives that he was the Responsible Managing Employee, and on-site manager, when R.G. brought the GMC to Value Auto Service for a vibration and noise inspection. Sam also told Bureau representatives that the insurance company authorized replacement of the driveshaft (new), replacement of the complete rear differential assembly (used) and replacement of the transmission front pump seal. Assil further told Bureau investigators that the insurance company told him that they would reimburse \$4,199.84 to R.G. Assil also stated all of these parts were installed on R.G.'s GMC.

55. On May 24, 2024, J.N. visited Pick A Part, located at 888 ½ Katella Avenue, Stanton, CA where he spoke with the Assistant Manager. J.N. showed the Assistant Manager Pick A Part, Invoice 1859628 that Assil provided J.N. stating that he purchased a used differential assembly for R.G.'s GMC. The Assistant Manager told J.N. that while this document references Pick A Part's address, it is not their invoice. The Assistant Manager also told J.N. that this invoice falsely states that Pick A Part delivered these parts.

FIFTH CAUSE FOR DISCIPLINE

(Fraud)

56. Respondent's ARD registration is subject to disciplinary action under Code section 9884.7, subdivisions (a)(4) and (a)(6), in that Respondents committed acts constituting fraud in that Respondent Value Auto invoiced and charged R.G. \$1,803.81 for a rear differential that they did not replace. Assil told R.G. that he had replaced the differential when he had not. Assil

1 provided an altered document falsely representing that Value Auto Service purchased a used
2 differential assembly when they had not. In addition, Manager Assil falsely told R.G. that his
3 insurance company Esurance approved reimbursing R.G.\$4,199.84 if R.G., approved Value Auto
4 Service to replace the differential assembly as set forth in paragraphs 32-55, above which are
5 incorporated herein.

6 **SIXTH CAUSE FOR DISCIPLINE**

7 **(Untrue or Misleading Statements)**

8 57. Respondent's ARD registration is subject to disciplinary action under Code section
9 9884.7, subdivisions (a)(1), and (a)(6) in conjunction with California Code of Regulations, Title
10 16, Section 3371, in that Respondent made untrue or misleading statements that were known to be
11 false or misleading, or which by the exercise of reasonable care should be known to be false or
12 misleading, in that Respondent Value Auto invoiced and charged R.G. \$1,803.81 for a rear
13 differential that they did not replace. Assil told R.G. that he had replaced the differential when he
14 had not. Assil provided an altered document falsely representing that Value Auto Service
15 purchased a used differential assembly when they had not. In addition, Manager Assil falsely told
16 R.G. that his insurance company Esurance approved reimbursing R.G. \$4,199.84 if R.G.,
17 approved Value Auto Service to replace the differential assembly as set forth in paragraphs 32-55,
18 above which are incorporated herein.

19 **SEVENTH CAUSE FOR DISCIPLINE**

20 **(Failure to Record all Service and Repair Work Performed)**

21 58. Respondent's ARD registration is subject to disciplinary action under Code section
22 9884.8 in that Respondent failed to identify parts as new, used, reconditioned or rebuilt and failed
23 to separately identify each part supplied. In addition, Respondent Value Auto invoiced and
24 charged R.G. \$1,803.81 for a rear differential that they did not replace. Assil told R.G. that he had
25 replaced the differential when he had not. Assil provided an altered document falsely representing
26 that Value Auto Service purchased a used differential assembly when they had not as set forth in
27 paragraphs 32-55, above which are incorporated herein.

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1 **EIGHTH CAUSE FOR DISCIPLINE**

2 **(Violations of Regulations)**

3 59. Respondent's ARD registration is subject to disciplinary action pursuant to Code
4 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with the following
5 regulations as set forth in paragraphs 32-55, above which are incorporated herein:

6 a. **California Code of Regulations, title 16, section §3356 subdivision (c)(1):**

7 Respondent failed to identify parts as new, used, reconditioned or rebuilt and failed to separately
8 identify each part supplied. In addition, Respondent Value Auto invoiced and charged R.G.
9 \$1,803.81 for a rear differential that they did not replace. Assil told R.G. that he had replaced his
10 differential when he had not. Assil provided an altered document falsely representing that Value
11 Auto Service purchased a used differential assembly when they had not.

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

13 Respondent failed to identify parts as new, used, reconditioned or rebuilt and failed to separately
14 identify each part supplied. In addition, Respondent Value Auto invoiced and charged R.G.
15 \$1,803.81 for a rear differential that they did not replace. Assil told R.G. that he had replaced his
16 differential when he had not. Assil provided an altered document falsely representing that Value
17 Auto Service purchased a used differential assembly when they had not.

18 c. **California Code of Regulations, title 16, section §3373:** Respondent Value Auto

19 invoiced and charged R.G. \$1,803.81 for a rear differential that they did not replace. Assil told
20 R.G. that he had replaced his differential when he had not. Assil provided an altered document
21 falsely representing that Value Auto Service purchased a used differential assembly when they
22 had not. In addition, Assil falsely told R.G. that R.G.'s insurance company Esurance approved
23 reimbursing R.G. \$4,199.84 if R.G. approved Value Auto Service to replace the differential as set
24 forth in paragraphs 32-55, above which are incorporated herein.

25 **2020 Dodge Ram Truck – D.A.**

26 60. On or about January 25, 2023, D.A. drove his Dodge to Value Auto Service and was
27 greeted by an employee later determined to be Joseph. D.A. asked Joseph to remove the wheels
28 and tires from his Dodge and then install the tires on four (4) wheels that D.A. provided. Joseph

1 agreed to perform this work and told D.A. that the cost would be \$180.00, which D.A. agreed to
2 pay. He did not ask D.A. to sign any documents, and he did not provide any documents to D.A.

3 61. Later that same day, D.A. returned to Value Auto Service and dealt with a man who
4 introduced himself as Sam. D.A. paid Sam \$180.00 in cash. Sam did not provide any documents
5 to D.A. After picking up his Dodge from Value Auto Service D.A. noticed it had a vibration at
6 sixty (60) miles an hour.

7 62. On February 2, 2024, D.A. drove his Dodge back to Value Auto Service for a
8 diagnosis of the vibration. D.A. dealt with the same male who he identified as Joseph. D.A.
9 asked Joseph to diagnose the shaking condition. Joseph told D.A. that D.A. probably needed new
10 struts. Joseph raised his Dodge on a vehicle hoist, and Joseph removed the front wheels. Joseph
11 pointed to the front suspension struts and showed D.A. areas of the struts outer cylinder walls
12 where paint was scraped off, exposing bare metal. Joseph told D.A. this shows both front struts
13 are worn and need to be replaced. Joseph told D.A. that he could replace them for \$1,700.00. but
14 D.A. told him that was too much. Joseph then said he would replace both front struts and both
15 rear shock absorbers with new high-quality components for \$1,500.00 and that his Dodge would
16 be ready for D.A. to pick up the next day. D.A. agreed to this work and cost.

17 63. Joseph had D.A. speak with Sam who he remembered from his January 25, 2024,
18 visit to Value Auto Service. Sam told D.A. that they will replace both front struts and both rear
19 shock absorbers with new high-quality components and they will perform a wheel alignment for
20 \$1,500.00 and that his Dodge would be ready for him to pick up the next day. D.A. left his Dodge
21 at Value Auto Service. D.A. was not asked to sign any documents, and he was not provided any
22 document during this visit.

23 64. On February 3, 2024, D.A. returned to Value Auto Service where he dealt with Sam.
24 Sam told him that they had replaced both front struts and both rear shocks. Sam gave him a 2-
25 page Value Auto Service Final Invoice # 24754 showing they had replaced two rear shocks,
26 replaced two front struts, and performed a wheel alignment for a total cost of \$1,500.00. D.A.
27 paid Sam \$1,500.00 in cash and drove his Dodge home from Value Auto Service.

28 ///

1 65. When D.A. parked his Dodge at his residence, he inspected the work he had just paid
2 Value Auto Service \$1,500.00 for. He found both front struts had the same paint wear marks
3 exposing bare metal that Joseph had shown him on February 2, 2024. The struts were aged, and
4 dirt covered, and the labels were aged and faded. D.A. also found that the front brake caliper was
5 rubbing on the wheel balance weights that Value Auto Service had installed on his front wheels.
6 This made D.A. concerned that they damaged his front wheel when they installed it. D.A. took
7 photographs of both front strut assemblies and the front brake caliper rubbing against the wheel
8 weights.

9 66. D.A. immediately drove his Dodge back to Value Auto Service where he told Sam
10 and Joseph that they did not replace both front struts and they damaged and scratched the outside
11 portions of his front wheels. Joseph told D.A. that he could not see the work they did because
12 they only replaced internal components of the front struts. Sam told D.A. to come back on
13 Monday so they could show D.A. the work they did.

14 67. D.A. drove his Dodge from Value Auto Service and did not return it to them because
15 he had no confidence that Sam and Joseph would be honest and responsible for the repair that he
16 had paid them \$1,500.00 for.

17 68. On February 5, 2024, D.A. drove his Dodge to J Star Chrysler Jeep Ram of Anaheim
18 Hills, 8200 East Crystal Drive Anaheim California 92807. They inspected his Dodge and found
19 the Mopar Front Shocks on the front of his Dodge appear to be original OEM (Original
20 Equipment Manufacturer) and had not been replaced. They provided D.A. a two-page, J Star
21 Chrysler Jeep Ram of Anaheim Hills, Invoice number CHCS51228.

22 69. From March 1, through March 15, 2024, D.A. made several phone calls and sent
23 several texts messages to Sam to try and resolve him charging D.A. \$1,500.00 and not replacing
24 both front struts. Sam simply made excuses including that he fired the employee that worked on
25 the Dodge.

26 70. On March 18, 2024, D.A. filed a complaint with the Bureau of Automotive Repair.
27 Since his Dodge was returned to D.A. on February 3, 2024, by Value Auto Service and inspected
28

1 by J Star Chrysler Jeep Ram of Anaheim Hills on February 5, 2024, and inspected by the Bureau
2 of Automotive Repair on July 29, 2024, no other suspension repairs were performed on it.

3 71. On May 24, 2024, Assil signed a statement which was given to Bureau investigators
4 which indicated that he invoiced and charged D.A. \$817.49 for left and right front struts that
5 Value Auto Service did not replace, and he agreed to return \$817.48 to D.A. no later than May
6 30, 2024.

7 72. On July 29, 2024, Bureau Representative D.D. inspected and photographed D.A.'s
8 2020 Dodge Ram Truck. During this inspection D.D. referenced Value Auto Service Final
9 Invoice #24754 and found that both front struts were not replaced.

Job Description	Labor	Parts
Replace Front Struts	\$600.00	-
Front Strut – Left	-	\$99.99
Front Strut – Right	-	\$99.99
Subtotals		
Parts	\$199.98	
Labor	\$600.00	
Tax @ 7.75%	\$15.50	
FRAUD	\$815.48	

16 73. On November 21, 2024, Program Representative Ballo visited J Star Chrysler Dodge
17 Jeep Ram of Anaheim Hills (J Star). There she spoke with Service and Parts Director A.G. who
18 stated that on February 5, 2024, Sam from Value Auto Service ordered two front struts for
19 \$353.60 for a Dodge Ram 1500. On February 6, 2024, J Star received these struts, however,
20 Value Auto Service never returned to pick them up, J Star did not deliver them to Value Auto
21 Service, and Value Auto Service never paid for the struts.

NINTH CAUSE FOR DISCIPLINE

(Fraud)

24 74. Respondent's ARD registration is subject to disciplinary action under Code section
25 9884.7, subdivisions (a)(4) and (a)(6), in that Respondents committed acts constituting fraud in
26 that Respondent Value Auto Service invoiced and charged D.A. \$815.48 for two front suspension
27 struts that they did not purchase and that they did not replace. In addition, Assil told D.A. and the
28 Bureau that Value Auto Service had purchased and replaced both front struts when they had not.

1 Assil also provided a J Star Chrysler Dodge Jeep Ram of Anaheim Hills part purchase Invoice
2 #10074 to the Bureau stating it was for the purchase of two front shock absorbers when he did not
3 purchase the shock absorbers as set forth in paragraphs 60-73, above which are incorporated
4 herein.

5 **TENTH CAUSE FOR DISCIPLINE**

6 **(Untrue or Misleading Statements)**

7 75. Respondent's ARD registration is subject to disciplinary action under Code section
8 9884.7, subdivisions (a)(1), and (a)(6) in conjunction with California Code of Regulations, Title
9 16, Section 3371, in that Respondent made untrue or misleading statements that were known to be
10 false or misleading, or which by the exercise of reasonable care should be known to be false or
11 misleading, in that Respondent Value Auto Service invoiced and charged D.A. \$815.48 for two
12 front suspension struts that they did not purchase and that they did not replace. In addition, Assil
13 told D.A. and the Bureau that Value Auto Service had purchased and replaced both front struts
14 when they had not. Assil also provided a J Star Chrysler Dodge Jeep Ram of Anaheim Hills part
15 purchase Invoice #10074 to the Bureau stating it was for the purchase of two front shock
16 absorbers when he did not purchase the shock absorbers as set forth in paragraphs 60-73, above
17 which are incorporated herein.

18 **ELEVENTH CAUSE FOR DISCIPLINE**

19 **(Failure to Record all Service and Repair Work Performed)**

20 76. Respondent's ARD registration is subject to disciplinary action under Code section
21 9884.8 in that Respondent failed to identify parts as new, used, reconditioned or rebuilt and failed
22 to separately identify each part supplied. In addition, Respondent Value Auto Service invoiced
23 and charged D.A. \$815.48 for two front suspension struts that they did not purchase and that they
24 did not replace. In addition, Assil provided a J Star Chrysler Dodge Jeep Ram of Anaheim Hills
25 part purchase Invoice #10074 to the Bureau stating it was for the purchase of two front shock
26 absorbers when he did not purchase the shock absorbers as set forth in paragraphs 60-73, above
27 which are incorporated herein.

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1 **TWELFTH CAUSE FOR DISCIPLINE**

2 **(Violations of Regulations)**

3 77. Respondent's ARD registration is subject to disciplinary action pursuant to Code
4 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with the following
5 regulations as set forth in paragraphs 60-73, above which are incorporated herein:

6 a. **California Code of Regulations, title 16, section §3356 subdivision (c)(1)**

7 Respondent failed to record all services and repairs performed, including any diagnosis or
8 warranty repairs, and the price for each.

9 b. **California Code of Regulations, title 16, section §3356 subdivision (c)(2)**

10 Respondent failed to identify kits by brand name and corresponding part number or similar
11 designation, and failed to identify parts as new, used, reconditioned, or rebuilt.

12 c. **California Code of Regulations, title 16, section §3373:** Respondent Value Auto

13 Service invoiced and charged D.A. \$815.48 for two front suspension struts that they did not
14 purchase and that they did not replace. In addition, Assil told D.A. and the Bureau that Value
15 Auto Service had purchased and replaced both front struts when they had not. Assil also provided
16 a J Star Chrysler Dodge Jeep Ram of Anaheim Hills part purchase Invoice #10074 to the Bureau
17 stating it was for the purchase of two front shock absorbers when he did not purchase the shock
18 absorbers as set forth in paragraphs 60-73, above which are incorporated herein.

19 **OTHER MATTERS**

20 78. Pursuant to Business & Professions Code section 9884.7, subdivision (c), the Director
21 may suspend, revoke, or place on probation the registration for all places of business operated in
22 this State by Respondent MKP Auto, Inc. dba Value Auto Service upon a finding that Respondent
23 MKP Auto, Inc. dba Value Auto Service has, or is, engaged in a course of repeated and willful
24 violations of the laws and regulations pertaining to an automotive repair dealer.

25 79. Pursuant to Health & Safety Code section 44072.8, if Smog Check, Test and Repair,
26 Station License Number RC 305623 issued to Respondent MKP Auto, Inc. dba Value Auto
27 Service is revoked or suspended following a hearing under this article, any additional license
28

1 issued under Chapter 5, Part 5, Division 26 in the name of said licensee may be likewise revoked
2 or suspended by the Director.

3 **PRAYER**

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

- 7 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
8 305623, issued to MKP Auto, Inc. dba Value Auto Service;
- 9 2. Revoking or suspending any other Automotive Repair Dealer Registration issued to
10 Respondent MKP Auto, Inc.;
- 11 3. Revoking or suspending Smog Check, Test and Repair, Station License Number RC
12 305623, issued to MKP Auto, Inc. dba Value Auto Service;
- 13 4. Revoking or suspending any additional license issued under Chapter 5 of Part 5 of
14 Division 26 of the Health and Safety Code in the name of Respondent MKP Auto, Inc.;
- 15 5. Ordering MKP Auto, Inc. to pay the Bureau of Automotive Repair the reasonable
16 costs of the investigation and enforcement of this case, pursuant to Business and Professions
17 Code section 125.3 and if placed on probation, the costs of probation monitoring; and,
- 18 6. Taking such other and further action as deemed necessary and proper.

19
20 DATED: As of Digital Signature Date

21 _____
22 PATRICK DORAIS
23 Chief
24 Bureau of Automotive Repair
25 Department of Consumer Affairs
26 State of California
27 *Complainant*

25 SD2025803705
26 85437675