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

12 In the Matter of the Accusation Against:

Case No. 77/15-24

13 **CORVETTE CONNECTIONS,**  
14 **dba CORVETTE CARE**  
15 **PHILLIP E. VAN EVERY, PRES.**  
16 **SHANNON E. VAN EVERY, SECTY/TREAS.**  
17 **11386 Sunrise Park Drive**  
18 **Rancho Cordova, CA 95742**

**A C C U S A T I O N**

19 **Automotive Repair Dealer Reg. No. ARD 260078**

20 Respondent.

21 Complainant alleges:

22 **PARTIES**

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

25 2. On or about November 30, 2009, the Director of Consumer Affairs ("Director")  
26 issued Automotive Repair Dealer Registration Number ARD 260078 to Corvette Connections  
27 ("Respondent"), doing business as Corvette Care, with Phillip E. Van Every as president and  
28 Shannon E. Van Every as secretary and treasurer. The automotive repair dealer registration was  
in full force and effect at all times relevant to the charges brought herein and will expire on  
November 30, 2014, unless renewed.

**JURISDICTION**

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2 3. Business and Professions Code ("Code") section 9884.7 provides that the Director  
3 may revoke an automotive repair dealer registration.

4 4. Code section 9884.13 provides, in pertinent part, that the expiration of a valid  
5 registration shall not deprive the Director of jurisdiction to proceed with a disciplinary proceeding  
6 against an automotive repair dealer or to render a decision temporarily or permanently  
7 invalidating (suspending or revoking) a registration.

8 **STATUTORY AND REGULATORY PROVISIONS**

9 5. Code section 9884.7 states, in pertinent part:

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

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

19 . . . .

20 (4) Any other conduct that constitutes fraud.

21 (5) Conduct constituting gross negligence.

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

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

27 . . . .

28 (9) Having repair work done by someone other than the dealer or his or  
her employees without the knowledge or consent of the customer unless the dealer  
can demonstrate that the customer could not reasonably have been notified . . .

6. Code section 9884.7, subdivision (c), states, in pertinent part, that the Director may  
suspend, revoke, or place on probation the registration for all places of business operated in this  
state by an automotive repair dealer upon a finding that the automotive repair dealer has, or is,

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1 engaged in a course of repeated and willful violations of the laws and regulations pertaining to an  
2 automotive repair dealer.

3 7. Code section 9884.9, subdivision (b), states, in pertinent part:

4 The automotive repair dealer shall include with the written estimated  
5 price a statement of any automotive repair service which, if required to be done, will  
6 be done by someone other than the dealer or his employees. No service shall be done  
7 by other than the dealer or his employees without the consent of the customer, unless  
8 the customer cannot reasonably be notified. The dealer shall be responsible, in any  
9 case, for any such service in the same manner as if he or his employees had done the  
10 service . . .

11 8. Code section 9884.11 states that “[e]ach automotive repair dealer shall maintain any  
12 records that are required by regulations adopted to carry out this chapter [the Automotive Repair  
13 Act]. Those records shall be open for reasonable inspection by the chief or other law  
14 enforcement officials. All of those records shall be maintained for at least three years.”

15 9. Code section 22, subdivision (a), states:

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

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

22 11. California Code of Regulations, title 16, section (“Regulation”) 3358 states:

23 Each automotive repair dealer shall maintain legible copies of the  
24 following records for not less than three years:

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

27 (b) All written estimates pertaining to work performed.

28 (c) All work orders and/or contracts for repairs, parts and labor. All such  
records shall be open for reasonable inspection and/or reproduction by the bureau or  
other law enforcement officials during normal business hours.

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1 **COST RECOVERY**

2 12. Code section 125.3 provides, in pertinent part, that a Board may request the  
3 administrative law judge to direct a licentiate found to have committed a violation or violations of  
4 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and  
5 enforcement of the case.

6 **CONSUMER COMPLAINT (T. B.): 2003 CHEVROLET CORVETTE**

7 13. In or about April 2013, T. B. took her 2003 Chevrolet Corvette to Respondent's  
8 facility for repair of collision damage. The left side of the vehicle had been damaged in an  
9 accident on February 17, 2013; the front end had been damaged in an accident on March 29,  
10 2013. T. B. made two separate claims with Nationwide Insurance Company ("Nationwide"), and  
11 paid Respondent \$1,000 for the insurance deductibles. Nationwide paid Respondent \$2,068.41  
12 for the repair of the left side damage ("Repair #2") and \$9,417.42 for the repair of the front end  
13 damage ("Repair #1"). T. B. also paid Respondent \$214 to replace the heads up display bezel and  
14 defrost grille vent ("Repair #3"). When T. B. returned to the facility to pick up the vehicle, she  
15 noticed several problems with the repairs.

16 14. In or about July 2013, T. B. filed a complaint with the Bureau.

17 15. On or about July 29, 2013, Bureau Representatives A. M. and M. G. inspected the  
18 vehicle using two Nationwide estimates for comparison, Supplement of Record 2 Summary dated  
19 June 6, 2013, in the gross amount of \$9,917.42 (Repair #1), and Supplement of Record 2  
20 Summary dated April 25, 2013, in the gross amount of \$2,568.41 (Repair #2). The  
21 representatives found that Respondent's facility had failed to repair the vehicle as estimated or  
22 invoiced (Repair #1; Repair #3), and had departed from accepted trade standards (Repair #1;  
23 Repair #2), leaving the vehicle potentially unsafe.

24 16. On or about August 19, 2013, the representatives went to Respondent's facility and  
25 spoke with Phillip Van Every ("Van Every"). M. G. asked Van Every who performed the front  
26 end body work and painting on the vehicle. Van Every told M. G. that the work had been  
27 performed by MAACO Collision Repair & Auto Paint ("MAACO"). Later, the representatives  
28 went to MAACO and obtained copies of a parts invoice for a front bumper cover that had been

1 issued by The Bumper Warehouse, Inc. MAACO employee K. J. told the representatives that  
2 Van Every had them purchase a reconditioned front bumper cover for the vehicle.

3 17. On or about August 20, 2013, the representatives went to Wheeler Oldsmobile  
4 Cadillac ("Wheeler") in Yuba City, and inspected the vehicle (the representatives had Wheeler  
5 remove the front bumper cover and measure the frame). The representatives found, among other  
6 things, that the front bumper cover was not a new factory part, the frame structure was out of  
7 factory tolerances, and the left door needed replacement as it was still damaged.

8 18. On or about August 22, 2013, the representatives returned to Respondent's facility  
9 and met with Van Every. The representatives obtained copies of Van Every's repair records on  
10 the vehicle, including Respondent's Invoice No. 1154 and a parts receipt issued by LKQ for a  
11 used defrost grille vent (Van Every did not produce a parts receipt for the heads up display bezel).  
12 Van Every admitted that they had not replaced the front bumper cover on the vehicle with a new  
13 factory part as invoiced, had not painted the hood hinges, and had not set up and measured the  
14 frame. M. G. asked Van Every why he had not replaced the heads up display bezel and defrost  
15 grille vent with new original equipment manufacturer ("OEM") parts as invoiced. Van Every  
16 claimed that the OEM parts were no longer available from the factory and that he had installed  
17 used parts on the vehicle instead.

18 **FIRST CAUSE FOR DISCIPLINE**

19 **(Untrue or Misleading Statements)**

20 19. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
21 subdivision (a)(1), in that Respondent made or authorized statements which it knew or in the  
22 exercise of reasonable care should have known to be untrue or misleading, as follows:

23 **Repair #1**

24 a. Respondent represented on Invoice No. 1154 that the front bumper cover on T. B.'s  
25 2003 Chevrolet Corvette was replaced with a new OEM part. In fact, the front bumper cover was  
26 replaced with a reconditioned part.

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**Repair #3:**

b. Respondent represented on Invoice No. 1154 that the defrost grille vent on T. B.'s 2003 Chevrolet Corvette was replaced with a new OEM part. In fact, the defrost grille vent was replaced with a used part.

c. Respondent represented on Invoice No. 1154 that the heads up display bezel on T. B.'s 2003 Chevrolet Corvette was replaced with a new OEM part. In fact, the heads up display bezel was not replaced on the vehicle.

d. Respondent represented on Invoice No. 1154 that the heads up display bezel on T. B.'s 2003 Chevrolet Corvette was dyed or painted. In fact, that repair was not performed on the vehicle.

**SECOND CAUSE FOR DISCIPLINE**

**(Fraud)**

20. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:

**Repair #1<sup>1</sup>:**

a. Respondent obtained payment from T. B. and Nationwide for replacing the front bumper cover on the 2003 Chevrolet Corvette with a new OEM part. In fact, the front bumper cover was replaced with a reconditioned part.

b. Respondent obtained payment from T. B. and Nationwide for refinishing the left and right hood hinges on the 2003 Chevrolet Corvette. In fact, those parts were not refinished on the vehicle.

c. Respondent obtained payment from T. B. and Nationwide for setting up and measuring the frame on the 2003 Chevrolet Corvette. In fact, that repair was not performed on the vehicle.

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<sup>1</sup> The total value of the front end repairs Respondent failed to perform on the vehicle is approximately \$1,829.04, including \$263.50 in labor costs for the overhauling of the front bumper. Although Respondent's facility did overhaul the front bumper, that repair would have to be redone in conjunction with the installation of a new OEM front bumper cover.

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**Repair #3<sup>2</sup>:**

d. Respondent obtained payment from T. B. and Nationwide for replacing the defrost grille vent on the 2003 Chevrolet Corvette with a new OEM part. In fact, the defrost grille vent was replaced with a used part.

e. Respondent obtained payment from T. B. and Nationwide for replacing the heads up display bezel on the 2003 Chevrolet Corvette with a new OEM part. In fact, the heads up display bezel was not replaced on the vehicle.

f. Respondent obtained payment from T. B. and Nationwide for dying or painting the heads up display bezel on the 2003 Chevrolet Corvette. In fact, that repair was not performed on the vehicle.

**THIRD CAUSE FOR DISCIPLINE**

**(Gross Negligence)**

21. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(5), in that Respondent committed acts constituting gross negligence, as follows: Respondent failed to properly repair the left door outer panel on T. B.'s 2003 Chevrolet Corvette in that the inside structure of the door shell was still cracked or damaged, and the door skin (outside door panel) was cracked in numerous areas and separated from the door shell, leaving the left door outer panel potentially unsafe in the event of a collision (Repair #2).

**FOURTH CAUSE FOR DISCIPLINE**

**(Departure from Trade Standards)**

22. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade

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<sup>2</sup> The total estimated value of the repairs Respondent failed to perform on the vehicle is approximately \$250.25.

1 standards for good and workmanlike repair without the consent of the owner or the owner's duly  
2 authorized representative, in the following material respects:

3 **Repair #1**

- 4 a. Respondent failed to set up and measure the frame structure on T. B.'s 2003  
5 Chevrolet Corvette, leaving the frame damaged and out of factory tolerances.  
6 b. Respondent failed to properly fasten the front bumper lower shield screw.  
7 c. Respondent failed to repair or replace the damaged right headlamp door and hood  
8 panel (there were cracks on the edges of both parts).

9 **Repair #2**

- 10 d. Respondent failed to properly repair the left door outer panel in that the inside  
11 structure of the door shell was still cracked or damaged and the door skin (outside door panel)  
12 was cracked in numerous areas and separated from the door shell.  
13 e. Respondent failed to reinstall an upper bolt on the left fender near the windshield.

14 **FIFTH CAUSE FOR DISCIPLINE**

15 **(Unauthorized Sublet of Repairs)**

16 23. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
17 subdivision (a)(9), in that Respondent sublet the front end body work and painting of T. B.'s 2003  
18 Chevrolet Corvette (Repair #1) to MAACO without T. B.'s knowledge or consent.

19 **VEHICLE INSPECTION: 2004 CHEVROLET CORVETTE**

20 24. On or about August 20, 2013, while investigating T. B.'s complaint, Bureau  
21 Representatives A. M. and M. G. went to MAACO and spoke with the owner, G. J. G. J. told the  
22 representatives that he painted vehicles for Respondent all of the time and that he had just  
23 returned a vehicle to Respondent that morning. G. J. provided the representatives with a copy of  
24 his repair file for the vehicle, a 2004 Chevrolet Corvette owned by J. S. A. M. reviewed the file,  
25 including an estimate dated August 14, 2013, in the gross amount of \$4,647.58, prepared by P&C  
26 Appraisal Services on behalf of Anchor General Insurance Company ("Anchor"). A. M. noticed  
27 that the estimate called for the installation of a new OEM rear bumper cover on the vehicle at a  
28 cost of \$691.21 (Anchor had issued checks totaling \$4,681.58 for collision repairs on the vehicle;



1 the vehicle had been damaged in a rear-end collision occurring in July 2013). The MAACO file  
2 also included an invoice in the amount of \$378 for a reconditioned bumper cover. G. J. told the  
3 representatives that he had been instructed by Van Every to supply a reconditioned bumper for  
4 the vehicle.

5 25. That same day, the representatives went to Respondent's facility and inspected the  
6 vehicle using the estimate for comparison. The representatives found that the facility had failed  
7 to repair the vehicle as estimated and had not replaced the rear bumper cover with a new OEM  
8 part. Later, the representatives spoke with Van Every. Van Every admitted that he told G. J. to  
9 purchase a reconditioned bumper cover for the vehicle and that neither J. S. nor Anchor were  
10 aware that a reconditioned bumper cover was being installed rather than a new OEM part.

11 26. On or about August 22, 2013, the Bureau representatives returned to Respondent's  
12 facility and requested twenty additional repair files. Respondent failed to provide the Bureau  
13 with any documents responsive to their request.

#### 14 **SIXTH CAUSE FOR DISCIPLINE**

##### 15 **(Fraud)**

16 27. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
17 subdivision (a)(4), in that Respondent committed an act constituting fraud, as follows:  
18 Respondent obtained payment from Anchor for replacing the rear bumper cover on J. S.'s 2004  
19 Chevrolet Corvette with a new OEM part. In fact, the rear bumper cover was replaced with a  
20 reconditioned part.<sup>3</sup>

#### 21 **SEVENTH CAUSE FOR DISCIPLINE**

##### 22 **(Violations of the Code)**

23 28. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
24 subdivision (a)(6), in that Respondent failed to comply with section 9884.11 of that Code in a

25 <sup>3</sup> The total value of the repairs Respondent failed to perform on the vehicle is  
26 approximately \$1,509.77, including \$382.50 for the overhauling of the rear bumper. Although  
27 Respondent's facility did overhaul the rear bumper, that repair would have to be redone in  
28 conjunction with the installation of a new OEM rear bumper cover.

1 material respect, as follows: Respondent failed to provide the Bureau with the records identified  
2 in paragraph 26 above or make them available for inspection by the Bureau.

3 **OTHER MATTERS**

4 29. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,  
5 or place on probation the registration for all places of business operated in this state by  
6 Respondent Corvette Connections, doing business as Corvette Care, upon a finding that  
7 Respondent has, or is, engaged in a course of repeated and willful violations of the laws and  
8 regulations pertaining to an automotive repair dealer.

9 **PRAYER**

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

- 12 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD  
13 260078, issued to Corvette Connections, doing business as Corvette Care;
- 14 2. Revoking or suspending any other automotive repair dealer registration issued to  
15 Corvette Connections;
- 16 3. Ordering Corvette Connections, doing business as Corvette Care, to pay the Director  
17 of Consumer Affairs the reasonable costs of the investigation and enforcement of this case,  
18 pursuant to Business and Professions Code section 125.3;
- 19 4. Taking such other and further action as deemed necessary and proper.

20  
21 DATED: October 23, 2014 

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

28 SA2014115871