

San Jose, CA

12-month / 12,000-mile Warranty
We stand behind the quality of the car repair services our mechanics provide. All of our repairs and parts come with a 12-month / 12,000-mile (whichever comes first) warranty. Subject to certain conditions, if any defects in workmanship arise within this period, we will work with you to resolve the issue at no additional cost.

CC:
Department of Justice
Federal Bureau of Investigation
Capital One bank
Federal Trade Commission
Consumer Affairs
Attorney General Office

05/08/2020 Send Business' Rebuttal Response to Consumer

05/07/2020 Received Business' Rebuttal Response

04/20/2020 No Response from Business re: Consumer Rebuttal

04/16/2020 [More info received from the consumer](#)

Document Attached
On 4/15/2020, I sent another inquiry to your mechanic regarding the failed brakes pad installation by Hugo, the mechanic on 2/25/2020. Your mechanic received my complaint with a confirmation number #242538 by email, however didn't communicate to my concerns. I tried to communicate with your mechanic customer service and question why charge me \$89.00 for diagnostic when it is the mechanic fault.

You can hear me coming down the streets due to loud noises from the brakes as they squeak and scraping.

The email I sent again about the warranty and to customer service (See Attached) I sent the Quote that your mechanic want to charge me for something that is liable from their mechanic. They are fabricating that I am not communicating with them which I have several emails I sent and your mechanic customer service don't communicate to resolve any issues. I called I was hung up on. I left a message customer service have been uncooperative. I have been ill but home and i have ID caller and your mechanic haven't called me to resolve anything with me.

On 5/7/2020 Your mechanic states that my warranty on file. I contacted Your Mechanic and they refuse to answer my call and to schedule diagnostic on 5/8/2020 I sent an email too (see attached).

San Jose, CA

Capital One Bank
Consumer Affairs
Media/Scams
Federal Trade Commission
Department of Justice Disability Section
State of Maryland Courts

6/16/2020

06/16/2020 More info received from the consumer

06/16/2020 Send Business' Rebuttal Response to Consumer

06/14/2020 Received Business' Rebuttal Response

05/19/2020 No Response from Business re: Consumer Rebuttal

YourMechanic
2525 E Charleston Rd, Suite 100
Mountain View, California 94043
Dear Better Business Bureau;
Your mechanic communicates with customers to schedule services is always through the internet. Your warranty states you can schedule services through email at warranty@yourmechanic.com. I have done that several times on 3/11/2020;4/15/2020 and 5/8/2020 and Your mechanic have not provided a date to come out, responded to my email however provided a quote to charge me \$89.00 which I refuse to pay.
Hugo told me that the rotor was good even though it was warped however the brake pad installation was okay to install on 2/25/2020. He still installed the brake pads and said it will work for \$158.77. Later that same evening, after he install my brake pads Hugo input a quote for a rotor repair and another for another brake installation job on 2/25/2020. I talk to Hugo that same day and asked why to send that quote when you just put on brake pads, he convinces that

On 6/14/2020 Your mechanic states once a dispute is open, they must go with the financial institution policy. Therefore, I cannot get my car diagnostic or get a refund. Their policies changes once a consumer files a complaint. *"We appreciate the consumer's continued correspondence and patience. Upon review of the consumer's account, the consumer has filed a dispute with their financial*

institution. When a dispute is filed, our policy is to deflect to the decision of the financial institution, given that they review evidence provided from the consumer and our dispute resolution team. Moreover, when a dispute is opened on behalf of a consumer, we are unable to make adjustments or refunds while the dispute is reviewed; the ultimate decision will be made by the consumer's financial institution on whether the assessed charges are valid. We will continue to work with the consumer's bank (See attached)

Below, they told BBB on 7/4/2020 that they are working with the bank and they cannot do any transactions with me or a refund. Please read as they are fabricating with Capital One Bank decisions against me on 7/13/2020 that I refused diagnostic.

The screenshot shows a web browser window displaying a BBB complaint page. The URL is <https://sanjose.app.bbb.org/complaint/view/768440/c/36vh3x>. The page header includes the BBB logo and a search bar. The main content area shows a list of messages between the consumer and the business. The most recent message is dated 07/07/2020 and is titled "Consumer rejects business' final offer". The message text reads: "had to get my back brakes, rotors, and capillaries repaired too as I have my report from Pep boys. Then your mechanic installs new brake pads on front warped rotors for 158.77 which I had to get repaired again by Pep boys. Pep boys found that my tire was damaged and when they took my hubcap off to put on the front brake pads and rotors; they discovered that my tire rim was dented which they took pictures. I had to pay \$78.00 for a new tire which I have a receipt. Now I must get my rim repaired. I received the repair services from Pep boys, and this is the inspection report. Pep boys service manager David conducted the inspection report. I have a video but cannot load it. I am terribly upset on how Your mechanic took advantage of me due to my race, gender, and disability. I am searching for legal options for pain and suffering. I am providing Capital one bank copies of these reports so they would get my money 158.77 return to me. Sincerely, Merceda Gooding, MPA CC: Capital one Bank Pep Boys Department of Justice Social Media/Media Outlets". Below this message is another dated 07/07/2020 titled "Send Business' Rebuttal Response to Consumer" with the text: "We have stated our policy to this consumer on multiple occasions, and we respectfully reiterate that, upon review of the consumer's account, the consumer has filed a dispute with their financial institution. When a dispute is filed, our policy is to deflect to the decision of the financial institution, given that they review evidence provided from the consumer and our dispute resolution team. Moreover, when a dispute is opened on behalf of a consumer, we are unable to make adjustments or refunds while the dispute is reviewed; the ultimate decision will be made by the consumer's financial institution on whether the assessed charges are valid. The appropriate colleague(s) will continue to work with the consumer's bank. It is important to note that this is a policy that is applicable to all consumers, and is not personal. In fact, we have no ability to override the lock on consumer funds once a dispute is opened." Below that is a message dated 07/04/2020 titled "Received Business' Rebuttal Response" with the same text as the previous message. The bottom message is dated 06/29/2020 and 06/17/2020 titled "No Response from Business re: Consumer Rebuttal Forward Consumer Rebuttal to Business" with the text: "****Document Attached**** Dear BBB: Your mechanic is telling BBB one thing and telling my bank another story. I am copying everything to the Bank of this egregious and nefarious behavior. (See attached) Your mechanic picture evidence there is no date on these pictures, no trees or landmarks or presence of the mechanic or I, no signature from the customer. Your Mechanic sent this sort of evidence to Capital One bank card services with the case number 101273338301 Attachment #3 Your mechanic took pictures of one set of brake pads on page 10. It supposed to be two sets of brake pads purchased for two front wheels I purchased (see attached). Why Your Mechanic did not show a picture of the set of new brake pads and the date of purchased. Where is my signature with the date? These other pictures I had my ca". The browser's taskbar at the bottom shows the time as 1:48 PM on 7/13/2020.

On 7/4/2020- Your mechanic statement, *“They have stated our policy to this consumer on multiple occasions, and we respectfully reiterate that, upon review of the consumer's account, the consumer has filed a dispute with their financial institution. When a dispute is filed, our policy is to deflect to the decision of the financial institution, given that they review evidence provided from the consumer and our dispute resolution team. Moreover, when a dispute is opened on behalf of a consumer, we are unable to make adjustments or refunds while the dispute is reviewed; the ultimate decision will be made by the consumer's financial institution on whether the assessed charges are valid. The appropriate colleague(s) will continue to work with the consumer's bank. It is important to note that this is a policy that is applicable to all consumers and is not personal. In fact, we have no ability to override the lock on consumer funds once a dispute is opened.”*

I put in a claim on 4/21/2020 with the Bank - so how can Your mechanic claim I failed to get a diagnostic when I requested diagnostic by email to Your Mechanic on 3/4/2020-5/19/2020 (see attached)? Your mechanic refused to respond.

I filed a claim with Capital one Bank on 4/21/2020, Your Mechanic telling BBB that they had to stop the refund or warranty because I filed a complaint with the Bank (see attached). Your Mechanic is telling Capital one bank one story and BBB another? As they took advantage of me, as the customer. Your Mechanic is fabricating as they are telling Capital one bank that I refuse diagnostic. However, telling Better Business Bureau another fabrication story that they cannot adjust because I filed a claim with the bank (see attached).

CC: Consumer Finance Protection Bureau

[Office of the Comptroller of the Currency](#)