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

In the Matter of the Accusation Against: **GROUP SPECIALIST, LLC** BITA IMANI, President 421 Hurlingame Avenue Redwood City, CA 94063 Automotive Repair Dealer Registration No. AM 219396 Respondents.	)	Case No. 77/06-107 OAH No. 2007060338

DECISION

The attached Stipulated Revocation of Automotive Repair Dealer Registration is hereby accepted and adopted as the Decision of the Director of the Department of Consumer Affairs in the above-entitled matter.

This Decision shall become effective November 13, 2008.

DATED: 10/7/08

P. J. Harris
PATRICIA HARRIS
Deputy Director, Board/Bureau Support
Department of Consumer Affairs

EDMUND G. BROWN JR., Attorney General
of the State of California
FRANK H. PACOE
Supervising Deputy Attorney General
JONATHAN D. COOPER, State Bar No. 141461
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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: GROUP SPECIALIST, LLC BITA IMANI, PRESIDENT 421 Hurlingame Avenue Redwood City, CA 94063 Automotive Repair Dealer Reg. No. AM 219396 Respondent.	Case No. 77/06-107 OAH No. 2007060338 **STIPULATED REVOCATION OF AUTOMOTIVE REPAIR DEALER REGISTRATION**

IT IS HEREBY STIPULATED AND AGREED by and between the parties in this proceeding that the following matters are true:

PARTIES

1. Sherry Mehl (Complainant) is the Chief of the Bureau of Automotive Repair. She brought this action solely in her official capacity and is represented in this matter by Edmund G. Brown Jr., Attorney General of the State of California, by Jonathan D. Cooper, Deputy Attorney General.

2. Respondent Bita Imani (Respondent) is represented in this proceeding by attorney Geoff Carr, of Carr Yeley & Associates, 605 Middlefield Rd, Redwood City, CA, 94063-1625.

3. On or about January 18, 2002, the Bureau of Automotive Repair issued Automotive Repair Dealer Registration No. ARD 219396 to Bita Imani, d.b.a. Group Specialist,

LLC (Respondent). The Automotive Repair Dealer Registration was in full force and effect at all times relevant to the charges brought in Accusation No. 77/06-107 and will expire on December 31, 2008, unless renewed.

JURISDICTION

4. Accusation No. 77/06-107 was filed before the Director of Consumer Affairs (Director), for the Bureau of Automotive Repair (Bureau). The Accusation and all other statutorily required documents were properly served on Respondent on March 27, 2007. A First Amended Accusation was filed in this matter on September 12, 2007. Respondent timely filed her Notice of Defense contesting the Accusation. A copy of First Amended Accusation No. 77/06-107 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

5. Respondent has carefully read, and understands the charges and allegations in First Amended Accusation No. 77/06-107. Respondent also has carefully read, and understands the effects of this Stipulated Revocation of License and Disciplinary Order.

6. Respondent is fully aware of her legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel, at her own expense; the right to confront and cross-examine the witnesses against her; the right to present evidence and to testify on her own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

8. Respondent understands that the charges and allegations in First Amended Accusation No. 77/06-107, if proven at a hearing, constitute cause for imposing discipline upon her Automotive Repair Dealer Registration.

9. For the purpose of resolving the First Amended Accusation without the

expense and uncertainty of further proceedings, Respondent hereby gives up her right to contest that cause for discipline exists based on those charges.

10. Respondent understands that by signing this stipulation she enables the Director to issue the Disciplinary Order revoking Respondent's Automotive Repair Dealer Registration without further process.

CONTINGENCY

11. This stipulation shall be subject to approval by the Director of Consumer Affairs or her designee. Respondent understands and agrees that counsel for Complainant and the staff of the Bureau of Automotive Repair may communicate directly with the Director and staff of the Department of Consumer Affairs regarding this stipulation and revocation, without notice to or participation by Respondent. By signing the stipulation and revocation, Respondent understands and agrees that she may not withdraw her agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this Stipulated Revocation as the Decision and Disciplinary Order, the Stipulated Revocation and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

12. The parties understand and agree that facsimile copies of this Stipulated Revocation of Registration and Disciplinary Order, including facsimile signatures thereto, shall have the same force and effect as the originals.

13. In consideration of the foregoing stipulations, the parties agree that the Bureau may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. 219396, issued to Respondent Bita Imani, d.b.a. Group Specialist, LLC, is revoked.

14. The revocation of Respondent's Automotive Repair Dealer Registration and the acceptance of the revocation by the Bureau shall constitute the imposition of discipline

against Respondent. This stipulation constitutes a record of the discipline and shall become a part of Respondent's license history with the Bureau.

15. Respondent shall lose all rights and privileges as an Automotive Repair Dealer in California as of the effective date of the Director's Decision and Disciplinary Order.

16. Respondent shall cause to be delivered to the Bureau any and all wall and pocket license certificates on or before the effective date of the Decision and Disciplinary Order.

17. Respondent understands and agrees that if she ever applies for licensure or petitions for reinstatement in the State of California, the Bureau shall treat it as a new application for licensure. Respondent must comply with all the laws, regulations and procedures for licensure in effect at the time the application or petition is filed, and all of the charges and allegations contained in First Amended Accusation No. 77/06-107 shall be deemed to be true, correct and admitted by Respondent when the Director determines whether to grant or deny the application or petition.

18. Respondent shall pay the Bureau its costs of investigation and enforcement in the amount of $48,094.48 at the time of application for a new or reinstated license or registration issued by the Bureau.

ACCEPTANCE

I have carefully read the Stipulated Revocation of Automotive Repair Dealer Registration and Disciplinary Order. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration. I enter into this Stipulated Revocation of Automotive Repair Dealer Registration and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Disciplinary Order of the Director of Consumer Affairs.

DATED: 9/11/08

Bita Imani (Respondent)

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I have read and fully discussed with Respondent Bita Imani the terms and

conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 9/11/08

Geoff Carr
Attorney for Respondent

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ENDORSEMENT

The foregoing Stipulated Revocation of Automotive Repair Dealer Registration and Disciplinary Order is hereby respectfully submitted for consideration by the Director of Consumer Affairs.

DATED: 9/23/08

EDMUND G. BROWN JR., Attorney General
of the State of California

FRANK H. PACOE
Supervising Deputy Attorney General

JONATHAN D. COOPER
Deputy Attorney General

Attorneys for Complainant

Exhibit A

First Amended Accusation No. 77/06-107

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of the State of California
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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: GROUP SPECIALIST, LLC BITA IMANI, PRESIDENT 421 Hurlingame Avenue Redwood City, CA 94063 Automotive Repair Dealer Reg. No. AM 219396 Respondent.	Case No. 77/06-107 OAH No. N2007060338 **FIRST AMENDED ACCUSATION**

Complainant alleges:

PARTIES

1. Sherry Mehl ("Complainant") brings this Accusation solely in her official capacity as the Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.

2. On or about January 18, 2002, the Director of Consumer Affairs ("Director") issued Automotive Repair Dealer Registration Number AM 219396 to Group Specialist, LLC ("Respondent"), with Bita Imani ("Imani") as president. Respondent's automotive repair dealer registration was in full force and effect at all times relevant to the charges brought herein and will expire on December 31, 2007, unless renewed.

JURISDICTION

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

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

STATUTORY AND REGULATORY PROVISIONS

Statutory Provisions

5. 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 refuse to validate, or may invalidate temporarily or permanently, 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.
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> . . . .
>
> (4) Any other conduct which constitutes fraud.
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> . . . .
>
> (6) Failure in any material respect to comply with the provisions of this chapter or regulations adopted pursuant to it . . .

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

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7. Code section 9884.8 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, such invoice shall clearly state that fact. One copy shall be given to the customer and one copy shall be retained by the automotive repair dealer.

8. Code section 9884.9, subdivision (a), states, in pertinent part:

The automotive repair dealer shall give to the customer a written estimated price for labor and parts necessary for a specific job. 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 without the oral or written consent of the customer that shall be obtained at some time after it is determined that the estimated price is insufficient and before the work not estimated is done or the parts not estimated are supplied. Written consent or authorization for an increase in the original estimated 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 when 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 . . .

9. Code section 22, subdivision (a), 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."

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

Regulatory Provisions

11. California Code of Regulations, title 16, section ("Regulation") 3303, subdivision (k), states:

"Authorization" means consent. Authorization shall consist of the customer's signature on the work order, taken before repair work begins. Authorization shall be valid without the customer's signature only when oral or

electronic authorization is documented in accordance with applicable sections of these regulations.

COST RECOVERY

12. Code section 125.3 states, 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.

VEHICLE INSPECTION: 2001 MERCEDES BENZ S500

13. On or about December 3, 2003, consumer Arthur Schneiderman ("Schneiderman") took his 2001 Mercedes Benz S500 to Park Avenue Motors located in Palo Alto, California, because the ABS/ESP/Distronic /BAS warning lights on the instrument panel had come on and were still illuminated. The technicians at Park Avenue Motors found that the wiring harness on the driver's side of the engine compartment had been damaged by rodents. Schneiderman had Park Avenue Motors repair the wiring harness for $730.47, rather than replace the component for $8,000. Schneiderman had been told by Mercedes that the vehicle would still be safe to drive even though the warning lights would come on periodically after the repairs were completed. Schneiderman eventually decided to have the wiring harness replaced on the vehicle.

14. On or about October 6, 2004, Schneiderman took the vehicle to Respondent's facility and told them about the history of the vehicle and the rodent damage to the wiring harness. The facility informed Schneiderman that the repairs would be covered under his comprehensive insurance policy through Allied Insurance. Schneiderman agreed to have the facility repair the vehicle, but was not asked to sign a work order authorizing the repairs. Schneiderman also did not receive a written estimate.

15. On or about November 22, 2004, Respondent completed the repair work on the vehicle. In and between November 2004, and May 2005, Schneiderman returned the vehicle to the facility on four or five occasions because the warnings lights kept coming on in the vehicle. The facility told Schneiderman that he had additional rodent damage as evidenced by dangling wires and rodent feces and that he should make a new claim with his insurance

company. Schneiderman decided not to have Respondent perform any further repair work on the vehicle.

16. On or about May 26, 2005, Schneiderman had the vehicle towed to Park Avenue Motors for inspection. The technicians at Park Avenue Motors advised Schneiderman that there was no evidence of rodent damage and that the problem with the warning lights was due to a broken front strut wiring connector. The front struts on the vehicle were replaced, which resolved the problem with the warning lights. Park Avenue Motor's technicians also advised Schneiderman that there were many parts on the vehicle that were not replaced as invoiced by Respondent.

17. On or about May 27, 2005, Bureau Representative Warren Sam ("Sam") received information from Carlos Rubio ("Rubio"), Special Investigator with Allied Insurance, regarding suspected fraudulent activity by Respondent. Rubio alleged that Respondent billed Allied Insurance for parts that were not replaced on Schneiderman's vehicle.

18. In or about June 2005, Sam received copies of Schneiderman's insurance file from Rubio, including Respondent's Order ID No. 13218, dated October 6, 2004, totaling $11,575.67, Order ID No. 13363, dated November 22, 2004, totaling $3,162.61, and Order ID No. 13395, dated December 1, 2004, totaling $900. Sam also received documentation indicating that Allied Insurance had paid Respondent $14,238.28 for the repair work on the vehicle.

19. On August 25, 2005, Sam inspected the vehicle at Park Avenue Motors with the assistance of Elliott Dan ("Dan"), the shop foreman. Sam and Dan compared the repair work performed by Respondent with Order ID Nos. 13218 and 13363 and found that Respondent failed to repair the vehicle as invoiced. Sam estimated that Respondent failed to perform approximately *$10,926.50* in repairs on the vehicle.

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FIRST CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

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

a. Respondent represented on Order ID No. 13363 that the closing assist pump on Schneiderman's 2001 Mercedes Benz S500 was replaced when, in fact, that part was not replaced on the vehicle.

b. Respondent represented on Order ID No. 13363 that the driver's seat frame on Schneiderman's 2001 Mercedes Benz S500 was replaced when, in fact, that part was not replaced on the vehicle.

c. Respondent represented on Order ID No. 13363 that the sunroof motor on Schneiderman's 2001 Mercedes Benz S500 was replaced when, in fact, that part was not replaced on the vehicle.

d. Respondent represented on Order ID No. 13218 that the BAS control unit on Schneiderman's 2001 Mercedes Benz S500 was replaced when, in fact, that part was not replaced on the vehicle.

e. Respondent represented on Order ID No. 13218 that the engine wiring harness on Schneiderman's 2001 Mercedes Benz S500 was replaced when, in fact, that part was not replaced on the vehicle.

f. Respondent represented on Order ID No. 13218 that the engine cable harness on Schneiderman's 2001 Mercedes Benz S500 was replaced when, in fact, that part was not replaced on the vehicle.

g. Respondent represented on Order ID No. 13218 that the sender unit on Schneiderman's 2001 Mercedes Benz S500 was replaced when, in fact, that part was not replaced on the vehicle.

h. Respondent represented on Order ID No. 13395 that it had supplied Schneiderman with a rental vehicle for thirty days at a total cost of $900 (the insurance policy

maximum), when, in fact, Schneiderman did not have a rental car at any time during the repair work on his 2001 Mercedes Benz S500 (Schneiderman used one of his other personal vehicles).

SECOND CAUSE FOR DISCIPLINE

(Fraud)

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

a. Respondent charged and obtained payment from Allied Insurance for replacing the closing assist pump on Schneiderman's 2001 Mercedes Benz S500 when, in fact, that part was not replaced on the vehicle as invoiced.

b. Respondent charged and obtained payment from Allied Insurance for replacing the driver's seat frame on Schneiderman's 2001 Mercedes Benz S500 when, in fact, that part was not replaced on the vehicle.

c. Respondent charged and obtained payment from Allied Insurance for replacing the sunroof motor on Schneiderman's 2001 Mercedes Benz S500 when, in fact, that part was not replaced on the vehicle.

d. Respondent charged and obtained payment from Allied Insurance for replacing the BAS control unit on Schneiderman's 2001 Mercedes Benz S500 when, in fact, that part was not replaced on the vehicle.

e. Respondent charged and obtained payment from Allied Insurance for replacing the engine wiring harness on Schneiderman's 2001 Mercedes Benz S500 when, in fact, that part was not replaced on the vehicle.

f. Respondent charged and obtained payment from Allied Insurance for replacing the engine cable harness on Schneiderman's 2001 Mercedes Benz S500 when, in fact, that part was not replaced on the vehicle.

g. Respondent charged and obtained payment from Allied Insurance for replacing the sender unit on Schneiderman's 2001 Mercedes Benz S500 when, in fact, that part was not replaced on the vehicle.

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THIRD CAUSE FOR DISCIPLINE

(Violations of the Code)

22. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Code section 9884.9, subdivision (a), as follows: Respondent failed to obtain Schneiderman's authorization for the repairs on his 2001 Mercedes Benz S500 or provide Schneiderman with a written estimate for parts and labor necessary for a specific job.

CONSUMER COMPLAINT (O'DONOGHUE): 1999 MERCEDES BENZ C280

23. On or about May 4, 2005, consumer Erin O'Donoghue ("O'Donoghue") took her 1999 Mercedes Benz C280 to Respondent's facility for repair because the electrical system had been damaged by rodents.

24. On or about May 11, 2005, O'Donoghue's insurance company, 21st Century Insurance, prepared an itemized estimate totaling $8,135.42 for the vehicle repairs (hereinafter "insurance estimate").

25. On or about June 3, 2005, the facility returned the vehicle to O'Donoghue after the repairs were allegedly completed. O'Donoghue did not receive any documentation from Respondent relating to the repair work on the vehicle and eventually requested a copy of her repair file.

26. On or about June 10, 2005, O'Donoghue received copies of two invoices from Respondent: Order ID No. 13925 dated May 4 ,2005, totaling $3,670.94, and Order ID No. 13925 dated May 4, 2005, totaling $8,312.72.

27. On or about June 14, 2005, O'Donoghue returned the vehicle to the facility due to problems with Respondent's repair work.

28. On or about June 16, 2005, O'Donoghue filed a complaint with the Bureau. O'Donoghue stated that the two party check issued by 21st Century Insurance had been cashed by Respondent even though the check had not been endorsed by O'Donoghue. Further, O'Donoghue had not given Respondent a signed "poa" (power of attorney). O'Donoghue also stated that the insurance company was pursuing an investigation against Respondent for fraud

and/or forgery with the San Mateo County Sheriff.

29. On or about June 17, 2005, the facility returned the vehicle to O'Donoghue. That same day, O'Donoghue sent a letter to Respondent, stating that she had not been given any paperwork for authorization of the repair of the vehicle or any "release documents" when her vehicle was returned to her on June 3, 2005, and June 17, 2005. O'Donoghue also demanded that all parts removed from her vehicle be promptly returned to her. O'Donoghue did not receive a response to her letter and Respondent did not return the replacement parts to O'Dononghue.

30. On or about June 29, 2005, the vehicle was inspected by another automotive repair dealer, Motorspeed West, located in Santa Clara, California, at the request of 21st Century Insurance. Motorspeed West found that Respondent had not repaired the vehicle as invoiced.

31. On September 28, 2005, O'Donoghue contacted Bureau Representative Sam and told him that she was having continuing problems with the vehicle. The air conditioning did not work, there was a humming sound in the rear of the vehicle, and the vehicle had an intermittent no-start condition. O'Donoghue also stated that the vehicle had stalled on September 26, 2005, and that she had not driven it since that time.

32. On September 29, 2005, Sam inspected the vehicle and compared the repair work performed by Respondent with Respondent's invoices, the insurance estimate, and Repair Order 129815, dated June 29, 2005, prepared by Motorspeed West. Sam determined that Respondent had failed to repair the vehicle as invoiced.

FOURTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

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

a. Respondent billed for the replacement of the transmission control unit which was not, in fact, replaced.

b. Respondent billed for the replacement of the central locking pump which was not, in fact, replaced.

c. Respondent billed for the replacement of an A/C control unit which was not, in fact, replaced.

d. Respondent billed for repair of wiring but did not, in fact, conduct such wiring repairs.

e. Respondent represented on both invoices that the close assist pump on O'Donoghue's 1999 Mercedes Benz C280 was replaced when, in fact, that part was not replaced on the vehicle.

FIFTH CAUSE FOR DISCIPLINE

(Fraud)

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

a. Respondent billed for the replacement of the transmission control unit which was not, in fact, replaced.

b. Respondent billed for the replacement of the central locking pump which was not, in fact, replaced.

c. Respondent billed for the replacement of an A/C control unit which was not, in fact, replaced.

d. Respondent billed for repair of wiring but did not, in fact, conduct such wiring repairs.

e. Respondent represented on both invoices that the close assist pump on O'Donoghue's 1999 Mercedes Benz C280 was replaced when, in fact, that part was not replaced on the vehicle.

SIXTH CAUSE FOR DISCIPLINE

(Violations of the Code)

35. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Code section 9884.9,

subdivision (a), as follows: Respondent failed to obtain O'Donoghue's authorization for the repairs on her 1999 Mercedes Benz C280 or provide O'Dononghue with a written estimate for parts and labor necessary for a specific job.

CONSUMER COMPLAINT (CONTI): 1992 MERCEDES BENZ 400 SE

36. On or about February 3, 2005, Gina Conti ("Conti") took her 1992 Mercedes Benz 400 SE to Respondent's facility to have the vehicle repaired and certain body work performed.

37. On or about February 22, 2005, State Farm Insurance Company ("State Farm") prepared a supplemental estimate in the gross amount of $8,222.47 (hereinafter "insurance estimate") for the repairs. Pursuant to the insurance estimate, the stereo system was to be repaired at an estimated cost of $1,695 and the repairs were to be sublet to another automotive repair dealer. That same day, State Farm issued two checks totaling $8,222.47 made payable to Conti's husband, Claudio, for the repairs. Conti signed the checks over to Respondent.

38. On or about April 8, 2005, the vehicle was returned to Conti after the repairs were allegedly completed. Conti experienced a number of problems with the vehicle following the repairs and filed a complaint with the Bureau on approximately April 29, 2005.

39. On May 23, 2005, Bureau Representative Sam went to Respondent's facility and spoke with Imani. Sam told Imani that Conti had complained that the radio/stereo system still had static following the repairs. Imani told Sam that the stereo system was replaced by Monney Car Audio ("Monney") and gave Sam an installation work order dated February 8, 2005, prepared by Monney. Sam asked Imani if her facility had, in fact, sublet the repair of the stereo system to Monney. Imani told Sam that they did sublet the repair to Monney and that after the repairs were completed, Conti had complained to Respondent's facility about static from the stereo system.

40. On May 24, 2005, Sam went to Monney's facility and spoke with employee, Chris Drogitis ("Drogitis"). Sam showed Drogitis the installation work order. Drogitis told Sam that the work order was only an estimate to replace the existing stereo receiver

and speakers on a 1992 Mercedes Benz 400 SE with Alpine receivers and front and rear speakers. Drogitis also stated that Monney had faxed the estimate to Respondent's facility per their request (the estimate totaled $931.30), that the vehicle was never taken to Monney's for repair, and that Monney did not install the stereo system in the vehicle.

41. On July 22, 2005, Sam took photographs of the vehicle and found that the receiver and speakers were factory original equipment manufacturer parts and were not new.

SEVENTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

42. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(1), Respondent made or authorized statements which it knew or in the exercise of reasonable care should have known to be untrue or misleading, as follows: Respondent's president, Imani, represented to Bureau Representative Sam that Respondent's facility had sublet the repair of the stereo system on Conti's 1992 Mercedes Benz 400 SE to Monney and that Monney had replaced the stereo system on the vehicle. In fact, Respondent's facility never took the vehicle to Monney for repair and the existing stereo receiver and speakers had not been replaced on the vehicle. Further, Respondent represented on Invoice Number 13640 that the radio and speakers were not replaced on the vehicle because "the shop" found nothing wrong with the parts.

CONSUMER COMPLAINT (WADDINGHAM): 2001 MERCEDES BENZ ML320

43. On or about September 7, 2005, consumer Philip Waddingham ("Waddingham") took his 2001 Mercedes Benz ML320 to Respondent's facility and requested the "27 point inspection" and "major service special" on the vehicle as advertised by Respondent. After the service work was completed, Waddingham received Order ID No. 14258, dated September 7, 2005, totaling $507.38.

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EIGHTH CAUSE FOR DISCIPLINE

(Violations of the Code)

44. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Code section 9884.8, as follows: Respondent failed to list separately on Order ID No. 14258 the service work performed and parts supplied on Waddingham's 2001 Mercedes Benz ML320 and failed to state separately the subtotal prices for each, not including sales tax.

UNDERCOVER OPERATION: 1999 MERCEDES BENZ S320

45. On June 20, 2006, an undercover operator with the Bureau (hereinafter "operator") took the Bureau's 1999 Mercedes Benz S320 to Respondent's facility. The vacuum hose to the manifold absolute pressure ("MAP") sensor on the Bureau-documented vehicle had been damaged, causing the check engine light to be illuminated on the instrument panel and a diagnostic trouble code (PO105) to be set in the engine control module (computer). The operator told Respondent's employee, "Matt", that she was concerned about the vehicle because the check engine light was staying on all of the time. Matt accompanied the operator to the vehicle, started the engine, and observed the check engine light come in the vehicle. Matt had the operator sign a repair order, authorizing the facility to repair the vehicle. Matt told the operator that the facility would perform a free diagnostic test on the vehicle and would call her in a couple of hours. The operator was not given a written estimate for the repairs.

46. At approximately 4:30 p.m. that same day, the operator received a telephone call from Matt. Matt told the operator that the vehicle needed $4,500 in repairs, including a new electronic control unit. The operator told Matt that she would call him later with a decision. At approximately 5:00 p.m., the operator telephoned Matt and asked him to explain why $4,500 in repairs were needed on the vehicle. Matt told the operator, among other things, that the wires on the M. E. Control Unit were rusty and that the vehicle needed a new control unit at a cost of approximately $1,200. Matt also stated that the replacement of the M. E. Control Unit would fix the check engine light problem. The operator authorized Matt to replace the M. E. Control Unit for $1,200.

47. On June 23, 2006, the operator returned to the facility to retrieve the vehicle and asked Matt if the check engine light problem had been fixed. Matt told the operator that it was "all taken care of". The operator paid the facility $1,278.35 in cash and received a copy of Order ID No. 14878.

48. On June 28, 2006, Bureau Representative Rafael Guerrios, Jr. ("Guerrios") inspected the vehicle and compared the repair work performed by Respondent with Order ID No. 14878. Guerrios determined that Respondent failed to repair the vehicle as invoiced. The total value of the repair work Respondent failed to perform is approximately $1,278.38.

NINTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

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

a. Respondent's employee, Matt, represented to the operator that the wires on the M. E. Control Unit on the Bureau's 1999 Mercedes Benz S320 were rusty, that the vehicle needed a new control unit, and that the replacement of the M. E. Control Unit would fix the check engine light problem. In fact, the M. E. Control Unit or computer was not in need of replacement at the time the vehicle was taken to Respondent's facility. Further, the only repairs needed on the vehicle to resolve the problem with the check engine light were the replacement of the defective vacuum hose and the clearing of the PO105 diagnostic trouble code from the computer memory.

b. Respondent represented on Order ID No. 14878 that the M. E. Control Unit on the Bureau's 1999 Mercedes Benz S320 had been replaced when, in fact, that part had not been replaced on the vehicle.

c. Respondent represented on Order ID No. 14878 that the check engine light was on in the Bureau's 1999 Mercedes Benz S320 due to the M. E. Control Unit which was "damaged over time." In fact, the check engine light was illuminated on the instrument panel due to the defective vacuum hose to the MAP sensor.

TENTH CAUSE FOR DISCIPLINE

(Fraud)

50. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(4), in that Respondent committed an act constituting fraud, as follows: Respondent charged and obtained payment from the operator for replacing the M. E. Control

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Unit or computer on the Bureau's 1999 Mercedes Benz S320. In fact, that component had not been replaced on the vehicle as invoiced.

ELEVENTH CAUSE FOR DISCIPLINE

(Violations of the Code)

51. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with provisions of the Code, as follows:

a. **Section 9884.8:** Respondent failed to state or record on Order ID No. 14878 that the defective MAP sensor vacuum hose had been replaced on the Bureau's 1999 Mercedes Benz S320.

b. **Section 9884.9, subdivision (a):** Respondent's employee, Matt, failed to provide the operator with a written estimate for parts and labor necessary for a specific job.

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OTHER MATTERS

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

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PRAYER

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

1. Temporarily or permanently invalidating Automotive Repair Dealer Registration Number AM 219396, issued to Group Specialist, LLC;

2. Temporarily or permanently invalidating any other automotive repair dealer registration issued in the name of Group Specialist, LLC;

3. Ordering Respondent Group Specialist, LLC to pay the Director of Consumer Affairs the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;

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

DATED: 9-12-07

SHERRY MEHL
Chief
Bureau of Automotive Repair
Department of Consumer Affairs
State of California
Complainant

03548110-SF2006401545
phd; 02/20/2007