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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. 77/13-63

13 **MIKES MOBILE GLASS**  
14 **MIKE A. AOUN, Owner**  
15 **aka MOHAMAD ABDUL LATIF AOUN**  
16 **aka TONY AOUN**  
17 **aka PHILLIP AOUN**  
18 **aka EDDIE AOUN**  
1216 Arden Way, Suite B  
Sacramento, CA 95815  
Automotive Repair Dealer Registration No.  
ARD 222957

**ACCUSATION**

19 Respondent.

20  
21 John Wallauch ("Complainant") alleges:

22 **PARTIES**

- 23 1. Complainant brings this Accusation solely in his official capacity as the Chief of the  
24 Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.  
25 2. On or about March 21, 2003, the Bureau issued Automotive Repair Dealer  
26 Registration Number ARD 222957 to Mike A. Aoun, also known as Mohamad Abdul Latif Aoun,  
27 Tony Aoun, Phillip Aoun, Eddie Aoun ("Respondent"), doing business as Mikes Mobile Glass.  
28 The registration expired on July 31, 2011, and has not been renewed.

1 STATUTORY PROVISIONS

2 3. Section 9884.7 of the Business and Professions Code ("Code") states, in pertinent  
3 part:

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

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

14 (4) Any other conduct that constitutes fraud.

15 (6) Failure in any material respect to comply with the provisions of  
16 this chapter [the Automotive Repair Act (Bus. & Prof. Code, § 9880, et seq.)] or  
17 regulations adopted pursuant to it.

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

22 (b) Except as provided for in subdivision (c), if an automotive repair  
23 dealer operates more than one place of business in this state, the director pursuant to  
24 subdivision (a) shall only suspend, revoke, or place on probation the registration of  
25 the specific place of business which has violated any of the provisions of this chapter.  
26 This violation, or action by the director, shall not affect in any manner the right of the  
27 automotive repair dealer to operate his or her other places of business.

28 (c) Notwithstanding subdivision (b), 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, engaged in a course of repeated and willful violations of this chapter,  
or regulations adopted pursuant to it.

4. Code section 9884.6(a) states:

It is unlawful for any person to be an automotive repair dealer unless that person has  
registered in accordance with this chapter and unless that registration is currently valid.

5. 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.

1 If any used, rebuilt, or reconditioned parts are supplied, the invoice shall clearly state  
2 that fact. If a part of a component system is composed of new and used, rebuilt or  
3 reconditioned parts, that invoice shall clearly state that fact. The invoice shall include  
4 a statement indicating whether any crash parts are original equipment manufacturer  
5 crash parts or nonoriginal equipment manufacturer aftermarket crash parts. One copy  
6 of the invoice shall be given to the customer and one copy shall be retained by the  
7 automotive repair dealer.

8 6. Code section 9884.9 states:

9 (a) The automotive repair dealer shall give to the customer a written  
10 estimated price for labor and parts necessary for a specific job. No work shall be  
11 done and no charges shall accrue before authorization to proceed is obtained from the  
12 customer. No charge shall be made for work done or parts supplied in excess of the  
13 estimated price without the oral or written consent of the customer that shall be  
14 obtained at some time after it is determined that the estimated price is insufficient and  
15 before the work not estimated is done or the parts not estimated are supplied. Written  
16 consent or authorization for an increase in the original estimated price may be  
17 provided by electronic mail or facsimile transmission from the customer. The bureau  
18 may specify in regulation the procedures to be followed by an automotive repair  
19 dealer if an authorization or consent for an increase in the original estimated price is  
20 provided by electronic mail or facsimile transmission. If that consent is oral, the  
21 dealer shall make a notation on the work order of the date, time, name of person  
22 authorizing the additional repairs, and telephone number called, if any, together with  
23 a specification of the additional parts and labor and the total additional cost, and shall  
24 do either of the following:

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

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

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

\_\_\_\_\_  
(signature or initials)"

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

7. Code section 9884.13 provides, 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.

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1 **REGULATORY PROVISIONS**

2 8. California Code of Regulations, title 16, section 3356(a)(1) states:

3 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  
with the following:

5 The invoice shall show the automotive repair dealer's registration number  
6 and the corresponding business name and address as shown in the Bureau's records. If  
the automotive repair dealer's telephone number is shown, it shall comply with the  
7 requirements of subsection (b) of Section 3371 of this chapter.

8 9. California Code of Regulations, title 16, section 3371 states:

9 No dealer shall publish, utter, or make or cause to be published, uttered,  
10 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  
11 false or misleading. Advertisements and advertising signs shall clearly show the  
following:

12 (a) Firm Name and Address. The dealer's firm name and address as they  
13 appear on the State regulation certificate as an automotive repair dealer; and

14 (b) Telephone Number. If a telephone number appears in an  
advertisement or on and advertising sign, this number shall be the same number as  
15 that listed for the dealer's firm name and address in the telephone directory, or in the  
telephone company records if such number is assigned to the dealer subsequent to the  
16 publication such telephone directory.

17 **COST RECOVERY**

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

22 **UNDERCOVER OPERATION NO. 1 - 2003 BUICK**

23 11. On or about October 26, 2011, a Bureau undercover operator ("operator") called a  
24 telephone number (530-458-XXXX) listed on an internet advertisement for Mikes Mobile Glass  
25 with a business address of 173 E. Webster Street, Colusa, California. The operator spoke with an  
26 individual named Tony ("Tony"). The operator requested a price for a new windshield. Tony  
27 asked the operator if the vehicle had a rain sensor. The operator stated that she did not think it  
28

1 did. Tony asked the operator if she wanted an Original Equipment Manufacturer ("OEM")  
2 windshield for \$237 or an aftermarket windshield for \$196. The operator chose the OEM  
3 windshield. The operator provided Tony with her insurance policy information and claim number  
4 from Mercury Insurance. The operator told Tony that she had a \$100 deductible. Tony told the  
5 operator he would give her a \$10 discount on her deductible. The operator scheduled an  
6 appointment to have the windshield installed the following day.

7 12. On or about October 27, 2011, the operator drove to a parking lot near an assisted  
8 living facility and met with a male named Chris ("Chris"), a technician from Mikes Mobile Glass.  
9 Chris told the operator that she would need to pay a \$90 deductible for the windshield  
10 replacement. Chris did not prepare a written estimate or obtain the operator's signature prior to  
11 replacing the windshield. Chris replaced the windshield. The operator paid Chris \$90, signed  
12 Work Order No. 6141, totaling \$989.20 (minus a \$100 deductible), and was provided a copy.

13 13. On or about November 1, 2011, a Bureau representative reinspected the vehicle  
14 using Work Order No. 6141, as a reference, and found that the windshield installed was not the  
15 correct windshield for the vehicle. The windshield installed did not have the rain sensor option,  
16 thereby rendering the rain sensor option on the vehicle disabled. In addition, Respondent  
17 represented on Work Order No. 6141 that a rain sensor windshield was installed when, in fact, it  
18 was not. Furthermore, the Bureau representative found that the rain sensor module (which would  
19 have been attached to the moisture sensor on the windshield) had been removed and was missing.  
20 The electrical connector for the rain sensor module was found hidden in the vehicle's headliner.

21 14. Respondent submitted Work Order No. 6141 to Mercury Insurance for payment.  
22 However, the work order Respondent submitted was different than the one provided to the  
23 operator. The work order submitted to Mercury Insurance did not list a rain sensor windshield  
24 and listed a total of \$516.82 (minus a \$100 deductible), whereas the work order provided to the  
25 operator totaled \$989.20 (minus a \$100 deductible). On or about November 7, 2011, Mercury  
26 Insurance paid \$416.82 to Respondent.

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1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Untrue or Misleading Statements)**

3 15. Respondent's registration is subject to discipline under Code section 9884.7(a)(1),  
4 in that on or about October 27, 2011, regarding the 2003 Buick, Respondent made statements  
5 which he knew or which by exercise of reasonable care should have known were untrue or  
6 misleading, in that Respondent falsely represented to the operator and on the version of Work  
7 Order No. 6141 provided to the operator, that a rain sensor equipped windshield had been  
8 installed in the vehicle when, in fact, it was not. In addition, Respondent falsely represented on  
9 Work Order No. 6141 that he was a Limited Liability Corporation ("LLC") when, in fact,  
10 Respondent holds a sole ownership license.

11 **SECOND CAUSE FOR DISCIPLINE**

12 **(Departure from Accepted Trade Standards)**

13 16. Respondent's registration is subject to discipline under Code section 9884.7(a)(7),  
14 in that on or about October 27, 2011, regarding the 2003 Buick, Respondent willfully departed  
15 from or disregarded accepted trade standards for good and workmanlike repair without the  
16 consent of the owner or the owner's duly authorized representative in a material respect, in that  
17 Respondent failed to install the proper windshield for that vehicle, in that it was not equipped  
18 with a the rain sensor option.

19 **THIRD CAUSE FOR DISCIPLINE**

20 **(Failure to Comply with the Automotive Repair Act)**

21 17. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
22 in that in or about October 27, 2011, regarding the 2003 Buick, Respondent failed to comply with  
23 Code section 9884.9(a), by failing to provide the operator with a written estimated price for labor  
24 and parts necessary for a specific job.

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1 **FOURTH CAUSE FOR DISCIPLINE**

2 **(Failure to Comply with Regulations Pursuant to the Automotive Repair Act)**

3 18. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
4 in that on or about October 27, 2011, regarding the 2003 Buick, Respondent failed to comply with  
5 of California Code of Regulations, title 16, in the following material respects:

6 a. **Section 3356(a)(1):**

7 i. Respondent failed to list the Automotive Repair Dealer Registration  
8 Number on Work Order No. 6141.

9 ii. Respondent listed his business name as Mikes Mobile Glass On The Go  
10 LLC on Work Order No. 6141 when, in fact, Respondent holds a sole ownership license.

11 b. **Section 3371:** Respondent advertised on the internet yellowbook directory as  
12 Mike's Mobile Glass, located at 173 E. Webster Street, Colusa, California 95932-2949, with a  
13 telephone number of (530) 458-XXXX when, in fact, Respondent's address of record is 1216  
14 Arden Way, Suite B, Sacramento, California 95815.

15 **UNDERCOVER OPERATION NO. 2 - 2007 JEEP**

16 19. On or about January 10, 2012, a Bureau undercover operator ("operator")  
17 called "Windshield Replacement Folsom CA" from an internet advertisement that showed a  
18 business address of 1126 Sibley Street, Folsom, California, and a web address of  
19 <http://www.johnsmobileautoglassfolsomca.com>. The operator called the telephone number  
20 (916-365-XXXX) listed on the advertisement and spoke to a male named Tony. The operator  
21 asked Tony about replacing the windshield in her vehicle. The operator also told Tony that she  
22 had an advertisement with a \$10 off coupon and that she had already made a claim with her  
23 insurance company (Mercury Insurance). The operator provided Tony with her insurance  
24 company information and claim number. Tony told the operator that he would check the  
25 availability of the windshield and call her back. Later that day, Tony called the operator back and  
26 scheduled the windshield installation the following day.

27 20. On or about January 11, 2012, the operator drove to a regional transit parking lot  
28 in Rancho Cordova, California, and met with a male named Chris. Chris presented the operator

1 with Invoice No. 5293 that had a charge of \$90 for the deductible. The operator signed the  
2 invoice and received a copy. The operator paid Chris \$90. Chris then replaced the windshield.  
3 The operator was not provided a final invoice.

4 21. On or about January 12, 2012, a Bureau representative reinspected the vehicle and  
5 found that the windshield had been replaced pursuant to Invoice No. 5293, provided to the  
6 operator.

7 22. On or about February 13, 2012, Mercury Insurance issued payment to Respondent  
8 in the amount of \$459.06, pursuant to Invoice No. 1003 (an invoice that was different than the  
9 invoice provided to the operator).

10 23. On or about February 28, 2012, a Bureau representative obtained a copy of Invoice  
11 No. 1003 and found that the invoice included a charge for Molding (Reveal), Part No.  
12 1AG97XDVAC.

13 24. On or about February 28, 2012, a Bureau representative reinspected the vehicle  
14 and found that the molding had not been replaced as charged for on Invoice No. 1003.

15 **FIFTH CAUSE FOR DISCIPLINE**

16 **(Untrue or Misleading Statements)**

17 25. Respondent's registration is subject to discipline under Code section 9884.7(a)(1),  
18 in that on or about January 11, 2012, regarding the 2007 Jeep, Respondent made statements  
19 which he knew or which by exercise of reasonable care should have known were untrue or  
20 misleading, in that Respondent falsely represented to Mercury Insurance on Invoice No. 1003 that  
21 it had replaced the vehicle's molding when, in fact, it was not. In addition, Respondent falsely  
22 represented on Invoice Nos. 5293 and 1003 that he was an LLC when, in fact, Respondent holds a  
23 sole ownership license.

24 **SIXTH CAUSE FOR DISCIPLINE**

25 **(Fraudulent Acts)**

26 26. Respondent's registration is subject to discipline under Code section 9884.7(a)(4),  
27 in that on or about January 11, 2012, regarding the 2007 Jeep, Respondent committed acts which  
28



1 constitute fraud, in that Respondent charged for and received payment from Mercury Insurance  
2 for replacing the vehicle's windshield molding when, in fact, the molding was not replaced.

3 **SEVENTH CAUSE FOR DISCIPLINE**

4 **(Failure to Comply with the Automotive Repair Act)**

5 27. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
6 in that in or about January 11, 2012, regarding the 2007 Jeep, Respondent failed to comply with  
7 Code section 9884.8, by failing to provide the operator with an invoice.

8 **EIGHTH CAUSE FOR DISCIPLINE**

9 **(Failure to Comply with Regulations Pursuant to the Automotive Repair Act)**

10 28. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
11 in that on or about January 11, 2012, regarding the 2007 Jeep, Respondent failed to comply with  
12 of California Code of Regulations, title 16, in the following material respects:

13 a. **Section 3356(a)(1):**

14 i. Respondent failed to list the Automotive Repair Dealer Registration  
15 Number on Invoice Nos. 5293 and 1003.

16 ii. Respondent listed his business name as Mikes Mobile Glass LLC on  
17 Invoice Nos. 5293 and 1003 when, in fact, Respondent holds a sole ownership license.

18 b. **Section 3371:** Respondent advertised on the internet as Windshield Replacement  
19 Folsom, located at 1126 Sibley Street, Folsom, California 95630, with a telephone number of  
20 (916) 365-XXXX when, in fact, Respondent's business name and address of record is Mikes  
21 Mobile Glass, located at 1216 Arden Way, Suite B, Sacramento, California 95815.

22 **UNDERCOVER OPERATION NO. 3 - 2000 PONTIAC**

23 29. On or about April 13, 2012, a Bureau undercover operator ("operator")  
24 called "Windshield Replacement Sacramento CA" from an internet advertisement  
25 with a business address of Sacramento, California 95826, and a web address of  
26 <http://www.budgetautoglassinacsacramento.com>. The operator called the telephone number listed  
27 on the advertisement (916-930-XXXX) and spoke to a male named Tony. The operator told

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1 Tony that he needed the windshield in his vehicle replaced and scheduled an appointment for  
2 April 16, 2012.

3 30. On or about April 16, 2012, the operator called the same telephone number listed  
4 on the advertisement and spoke with Tony. The operator told Tony that he filed a claim with  
5 Mercury Insurance and provided Tony with the claim number. On that same day, the operator  
6 drove to a location in Sacramento, California, and met with Respondent and another male who  
7 proceeded to replace the windshield in the vehicle. The operator did not sign a repair order or  
8 receive a written estimate prior to the windshield being replaced. After the windshield was  
9 replaced, the operator paid Respondent \$100 (insurance deductible) and was provided Invoice  
10 No. 1289 with the business name of Mikes Mobile Glass On The Go LLC in the amount of  
11 \$459.70 and a business card for Mikes Mobile Glass MMG Intl Inc.

12 31. On or about April 18, 2012, Mercury Insurance paid Respondent \$499.70,  
13 pursuant to Work Order No. 1012 (a different work order number than what was provided to the  
14 operator).

15 32. On or about May 10, 2012, a Bureau representative obtained a copy of Work  
16 Order No. 1012 that Respondent had submitted to Mercury Insurance for payment in the amount  
17 of \$599.70 (minus a \$100 deductible) and found that Work Order No. 1012 listed a more  
18 expensive windshield that featured the Heads Up Display option.

19 33. On or about May 21, 2012, a Bureau representative reinspected the vehicle and  
20 found that the windshield installed in the vehicle does not have the Heads Up Display feature, nor  
21 does that vehicle have that option.

22 **NINTH CAUSE FOR DISCIPLINE**

23 **(Untrue or Misleading Statements)**

24 34. Respondent's registration is subject to discipline under Code section 9884.7(a)(1),  
25 in that on or about April 16, 2012, regarding the 2000 Pontiac, Respondent made statements  
26 which he knew or which by exercise of reasonable care should have known were untrue or  
27 misleading, in that Respondent falsely represented to Mercury Insurance on Work Order No.  
28 1012 that the windshield installed in the vehicle was equipped with the Heads Up Display option

1 when, in fact, the windshield was not equipped with the Heads Up Display option. In addition,  
2 Respondent falsely represented on Invoice No. 1289 and Work Order 1012 that he was an LLC  
3 when, in fact, Respondent holds a sole ownership license.

4 **TENTH CAUSE FOR DISCIPLINE**

5 **(Fraudulent Acts)**

6 35. Respondent's registration is subject to discipline under Code section 9884.7(a)(4),  
7 in that on or about April 16, 2012, regarding the 2000 Pontiac, Respondent committed acts which  
8 constitute fraud, in that Respondent charged for and received payment from Mercury Insurance  
9 for a windshield with the Heads Up Display option when, in fact, the windshield installed was not  
10 equipped with the Heads Up Display option.

11 **ELEVENTH CAUSE FOR DISCIPLINE**

12 **(Failure to Comply with the Automotive Repair Act)**

13 36. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
14 in that in or about April 16, 2012, regarding the 2000 Pontiac, Respondent failed to comply with  
15 Code section 9884.9(a), by failing to provide the operator with a written estimated price for labor  
16 and parts necessary for a specific job.

17 **TWELFTH CAUSE FOR DISCIPLINE**

18 **(Failure to Comply with Regulations Pursuant to the Automotive Repair Act)**

19 37. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
20 in that on or about April 16, 2012, regarding the 2000 Pontiac, Respondent failed to comply with  
21 of California Code of Regulations, title 16, in the following material respects:

22 a. **Section 3356(a)(1):**

23 i. Respondent failed to list the Automotive Repair Dealer Registration  
24 Number on Invoice No. 1289 and Work Order No. 1012.

25 ii. Respondent listed his business name as Mikes Mobile Glass On The Go  
26 LLC on Invoice No. 1289 and Work Order 1012 when, in fact, Respondent holds a sole  
27 ownership license.

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1           b.       **Section 3371:**

2                   i.       Respondent advertised on the internet as Budget Windshield Replacement  
3 Inc., located in Sacramento, California 95826, with a telephone number of (916) 930-XXXX  
4 when, in fact, Respondent's business name and address of record is Mikes Mobile Glass, located  
5 at 1216 Arden Way, Suite B, Sacramento, California 95815.

6                   ii.       Respondent presented a business card to the operator with his business  
7 named listed as Mikes Mobile Glass MMG Intl Inc. when, in fact, Respondent holds a sole  
8 ownership license.

9   **CONSUMER COMPLAINT NO. 1 – 2001 DODGE RAM**

10           38.       On or about August 31, 2009, Donna Freeman ("Freeman") had the rear glass in  
11 her 2001 Dodge Ram replaced by Respondent. Freeman paid Respondent \$293.38.

12           39.       On or about October 22, 2009, Freeman noticed that the glass was separating from  
13 the frame. Freeman called Respondent several times and requested that they repair it pursuant to  
14 the lifetime warranty. Between October 22, 2009, and October 27, 2009, Freeman made several  
15 appointments with Respondent to repair the glass but Respondent failed to show up for any of  
16 appointments.

17           40.       On or about October 30, 2009, Freeman took her vehicle to Breaker Glass for  
18 repair. Breaker Glass found that the glass was loose and had pulled back from the mounting  
19 surface. The adhesion failure was caused by Respondent's failure to use encapsulation primer on  
20 the mounting surface. Breaker Glass also found scratches from the prior removal of the back  
21 glass and rust was beginning to form due to the surface not being primed.

22   **THIRTEENTH CAUSE FOR DISCIPLINE**

23   **(Untrue or Misleading Statements)**

24           41.       Respondent's registration is subject to discipline under Code section 9884.7(a)(1),  
25 in that on or about October 22, 2009, Respondent made statements which he knew or which by  
26 exercise of reasonable care should have known were untrue or misleading, in that on Invoice No.  
27 2761 provided to Freeman, Respondent falsely represented himself as an LLC when, in fact,  
28 Respondent holds a sole ownership license.

1 **FOURTEENTH CAUSE FOR DISCIPLINE**

2 **(Departure from Accepted Trade Standards)**

3 42. Respondent's registration is subject to discipline under Code section 9884.7(a)(7),  
4 in that on or about October 22, 2009, regarding the 2001 Dodge Ram, Respondent willfully  
5 departed from or disregarded accepted trade standards for good and workmanlike repair without  
6 the consent of the owner or the owner's duly authorized representative in a material respect, in  
7 that Respondent failed to use encapsulation primer prior to installing the rear glass in the vehicle.

8 **FIFTEENTH CAUSE FOR DISCIPLINE**

9 **(Failure to Comply with Regulations Pursuant to the Automotive Repair Act)**

10 43. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
11 in that on or about October 22, 2009, regarding the 2001 Dodge Ram, Respondent failed to  
12 comply with of California Code of Regulations, title 16, in the following material respects:

13 a. **Section 3356(a)(1):**

14 i. Respondent failed to list the Automotive Repair Dealer Registration  
15 Number on Invoice No. 2761.

16 ii. Respondent listed his business name as Mikes Mobile Glass LLC on  
17 Invoice No. 2761 when, in fact, Respondent holds a sole ownership license.

18 **CONSUMER COMPLAINT NO. 2 – 1996 HONDA CIVIC**

19 44. On or about June 8, 2011, Wayne Wallis ("Wallis") had the windshield in his 1996  
20 Honda Civic replaced by Respondent. Wallis paid Respondent \$159.60. Wallis received Invoice  
21 No. 3169.

22 **SIXTEENTH CAUSE FOR DISCIPLINE**

23 **(Untrue or Misleading Statements)**

24 45. Respondent's registration is subject to discipline under Code section 9884.7(a)(1),  
25 in that on or about June 8, 2011, Respondent made statements which he knew or which by  
26 exercise of reasonable care should have known were untrue or misleading, in that on Invoice No.  
27 3169, Respondent falsely represented himself as an LLC when, in fact, Respondent holds a sole  
28 ownership license.

1 **SEVENTEENTH CAUSE FOR DISCIPLINE**

2 **(Failure to Comply with Regulations Pursuant to the Automotive Repair Act)**

3 46. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
4 in that on or about June 8, 2011, regarding the 1996 Honda Civic, Respondent failed to comply  
5 with of California Code of Regulations, title 16, in the following material respects:

6 a. **Section 3356(a)(1):**

7 i. Respondent failed to list the Automotive Repair Dealer Registration  
8 Number on Invoice No. 3169.

9 ii. Respondent listed his business name as Mikes Mobile Glass On The Go  
10 LLC on Invoice No. 3169 when, in fact, Respondent holds a sole ownership license.

11 **CONSUMER COMPLAINT NO. 3**

12 **1995 FORD F SERIES**  
13 **2005 TOYOTA SIENNA VAN**  
14 **1997 PONTIAC GRAND AM**

15 47. On or about June 25, 2011, consumer Jose Servin ("Servin") had the windshields  
16 in three vehicles (1995 Ford F Series; 2005 Toyota Sienna Van; and 1997 Pontiac Grand Am)  
17 replaced by Respondent. Servin was quoted a price of \$597.97 but was told by the installer that  
18 since they were using American made glass, the price would be \$100 more, totaling \$697.97.  
19 After the installations were completed, Servin was provided with Invoice No. 3224 in the amount  
20 of \$213.10; Invoice No. 3223 in the amount of \$261.98; and Invoice No. 3225 in the amount of  
21 \$222.89, along with a bill totaling \$897.97, which Servin paid. Later that same day, Servin  
22 realized that he had been overcharged \$200. Servin contacted Respondent and requested a refund  
23 of \$200. On or about July 31, 2011, Servin received a telephone call from Respondent stating  
24 that "corporate" had issued a check to him in the amount of \$200. Servin never received such  
25 check from "corporate."

26 **EIGHTEENTH CAUSE FOR DISCIPLINE**

27 **(Untrue or Misleading Statements)**

28 48. Respondent's registration is subject to discipline under Code section 9884.7(a)(1),  
in that on or about June 25, 2011, Respondent made statements which he knew or which by

1 exercise of reasonable care should have known were untrue or misleading, by falsely representing  
2 to Servin that the "corporate" office had issued him a refund check in the amount of \$200 when,  
3 in fact, there is no such "corporate" office. In fact, Respondent holds a sole owner registration,  
4 and Respondent never issued Servin a refund. In addition, on Invoice Nos. 3223, 3224, and  
5 3225, Respondent falsely represented himself as an LLC.

6 **NINETEENTH CAUSE FOR DISCIPLINE**

7 **(Fraudulent Acts)**

8 49. Respondent's registration is subject to discipline under Code section 9884.7(a)(4),  
9 in that on or about June 25, 2011, Respondent committed acts which constitute fraud, in that  
10 Respondent overcharged Servin \$200, and failed to issued Servin a refund.

11 **TWENTIETH CAUSE FOR DISCIPLINE**

12 **(Failure to Comply with Regulations Pursuant to the Automotive Repair Act)**

13 50. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
14 in that on or about June 25, 2011, Respondent failed to comply with of California Code of  
15 Regulations, title 16, in the following material respects:

16 a. **Section 3356(a)(1):**

17 i. Respondent failed to list the Automotive Repair Dealer Registration  
18 Number on Invoice Nos. 3223, 3224, and 3225.

19 ii. Respondent listed his business name as Mikes Mobile Glass LLC on  
20 Invoice Nos. 3223, 3224, and 3225 when, in fact, Respondent holds a sole ownership license.

21 **TWENTY-FIRST CAUSE FOR DISCIPLINE**

22 **(Failure to Comply with the Automotive Repair Act)**

23 51. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
24 in that in or about June 25, 2011, Respondent failed to comply with Code section 9884.9(a), by  
25 failing to provide Servin with a written estimated price for labor and parts necessary for a specific  
26 job.

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**TWENTY-THIRD CAUSE FOR DISCIPLINE**

**(Failure to Comply with the Automotive Repair Act)**

55. Respondent's registration is subject to discipline under Code section 9884.7(a)(6), in that in or about August 28, 2011, regarding the 2011 Subaru Forester, Respondent failed to comply with Code section 9884.9(a), by failing to provide Rouillard with a written estimated price for labor and parts necessary for a specific job.

**TWENTY-FOURTH CAUSE FOR DISCIPLINE**

**(Failure to Comply with Regulations Pursuant to the Automotive Repair Act)**

56. Respondent's registration is subject to discipline under Code section 9884.7(a)(6), in that on or about August 28, 2011, regarding the 2011 Subaru Forester, Respondent failed to comply with of California Code of Regulations, title 16, in the following material respects:

**a. Section 3356(a)(1):**

i. Respondent failed to list the Automotive Repair Dealer Registration Number on Invoice No. 3474.

ii. Respondent listed his business name as Mikes Mobile Glass On The Go LLC on Invoice No. 3474 when, in fact, Respondent holds a sole ownership license.

**b. Section 3371:**

i. Respondent advertised on the internet as John's Mobile Glass, located at 1126 Sibley Street, Folsom, California, with a telephone number of (916) 365-XXXX when, in fact, Respondent's business name and address of record is Mikes Mobile Glass, located at 1216 Arden Way, Suite B, Sacramento, California 95815.

**CONSUMER COMPLAINT NO. 5 – 1999 FORD MUSTANG**

57. On or about September 12, 2011, consumer Erika Kraus ("Kraus") had the windshield in her 1999 Ford Mustang replaced by Respondent. During the process of replacing the windshield, the windshield was dropped, breaking the cowl. Respondent's installers put adhesive on it to bond the crack and in doing so, dripped black adhesive down the fender of Kraus's vehicle. In addition, Respondent's installers scratched the hood and roof of the vehicle. Kraus called Respondent's facility and reported the damage. Kraus also called her insurance

1 company, AAA, and reported the damage. AAA called Respondent's facility and spoke with  
2 Tony, who assured AAA that the damage would be taken care of. Kraus then spoke with Tony,  
3 who told her that she had to take her vehicle to a repair facility in Sacramento for repairs. Kraus  
4 told Tony that she did not wish to drive her vehicle to Sacramento from Yuba City for the repairs.  
5 Kraus asked Tony for his insurance company information but he refused to provide it to her. On  
6 or about September 16, 2011, Kraus received a telephone call from Phillip in "corporate" from  
7 Mikes Mobile Glass. Kraus and Phillip were unable to come to an agreement for the repairs.

8 **TWENTY-FIFTH CAUSE FOR DISCIPLINE**

9 **(Failure to Comply with Regulations Pursuant to the Automotive Repair Act)**

10 58. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
11 in that on or about September 12, 2011, regarding the 1999 Ford Mustang, Respondent failed to  
12 comply with of California Code of Regulations, title 16, in the following material respects:

13 a. **Section 3356(a)(1):**

14 i. Respondent failed to list the Automotive Repair Dealer Registration  
15 Number on Invoice No. 5893.

16 ii. Respondent listed his business name as Mikes Mobile Glass LLC on  
17 Invoice No. 5893 when, in fact, Respondent holds a sole ownership license.

18 **CONSUMER COMPLAINT NO. 6 – 2007 PT CRUISER**

19 59. On or about September 13, 2011, consumer Eddie Licciardo ("Licciardo") had the  
20 windshield in his 2007 PT Cruiser replaced by Respondent. Licciardo noticed air noise/whistling  
21 coming through the windshield while driving. Licciardo contacted Respondent's facility  
22 regarding the defect. Respondent agreed to apply additional sealant around the outside edge of  
23 the windshield, which he did. However, the air noise/whistling remained. Licciardo contacted  
24 Respondent again regarding the air noise/whistling coming through the windshield and was told  
25 that they would get back to him. Licciardo never received any further contact from Respondent,  
26 and none of Licciardo's telephone calls were returned. Licciardo had the windshield replaced by  
27 another facility and no longer has any problems with his windshield.

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1 **TWENTY-SIXTH CAUSE FOR DISCIPLINE**

2 **(Untrue or Misleading Statements)**

3 60. Respondent's registration is subject to discipline under Code section 9884.7(a)(1),  
4 in that on or about September 13, 2011, regarding the 2007 PT Cruiser, Respondent made  
5 statements which he knew or which by exercise of reasonable care should have known were  
6 untrue or misleading, in that Respondent falsely represented to Licciardo on Invoice No. 5890  
7 that he was an LLC when, in fact, Respondent holds a sole ownership license.

8 **TWENTY-SEVENTH CAUSE FOR DISCIPLINE**

9 **(Failure to Comply with Regulations Pursuant to the Automotive Repair Act)**

10 61. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
11 in that on or about September 13, 2011, regarding the 2007 PT Cruiser, Respondent failed to  
12 comply with of California Code of Regulations, title 16, in the following material respects:

13 a. **Section 3356(a)(1):**

14 i. Respondent failed to list the Automotive Repair Dealer Registration  
15 Number on Invoice No. 5890.

16 ii. Respondent listed his business name as Mikes Mobile Glass LLC on  
17 Invoice No. 5890 when, in fact, Respondent holds a sole ownership license.

18 **TWENTY-EIGHTH CAUSE FOR DISCIPLINE**

19 **(Failure to Comply with the Automotive Repair Act)**

20 62. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),  
21 in that between August 28, 2011, and September 13, 2011, Respondent failed to comply with  
22 Code section 9884.6(a), by performing repairs for compensation, as set forth above in paragraph  
23 52, 57, and 59, without possessing a current valid registration, in that Respondent's registration  
24 expired on July 31, 2011,

25 **OTHER MATTERS**

26 63. Under Code section 9884.7(c), the director may suspend or revoke the registrations  
27 for all places of business operated in this state by Mike A. Aoun, also known as Mohamad Abdul  
28 Latif Aoun, Tony Aoun, Phillip Aoun, Eddie Aoun, upon a finding that he has, or is, engaged in a

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

3 **PRAYER**

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


6 1. Suspending, revoking, or placing on probation Automotive Repair Dealer  
7 Registration Number ARD 222957, issued to Mike A. Aoun, also known as Mohamad Abdul  
8 Latif Aoun, Tony Aoun, and Phillip Aoun, doing business as Mikes Mobile Glass;

9 2. Suspending, revoking, or placing on probation any other automotive repair dealer  
10 registration issued to Mike A. Aoun, also known as Mohamad Abdul Latif Aoun, Tony Aoun,  
11 and Phillip Aoun;

12 3. Ordering Mike A. Aoun, also known as Mohamad Abdul Latif Aoun, Tony Aoun  
13 and Phillip Aoun to pay the Bureau of Automotive Repair the reasonable costs of the  
14 investigation and enforcement of this case, pursuant to Code section 125.3; and,

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

16 DATED: May 14, 2013

  
JOHN WALLAUCH  
Chief  
Bureau of Automotive Repair  
Department of Consumer Affairs  
State of California  
*Complainant*

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