

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

In the Matter of the Accusation Against:

ECO AUTOTECH INC.
dba AAMCO TRANSMISSION
CHARLES KUANG HSIAO, PR
2589 E. Waterloo Rd.
Stockton, CA 95205

Automotive Repair Dealer Registration
No. ARD 252249

Case No. 77/10-50

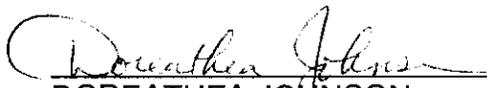
Respondent.

DECISION

The attached Stipulated Settlement and Disciplinary Order 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 April 3, 2012.

DATED: February 24, 2012



DOREATHEA JOHNSON
Deputy Director, Legal Affairs
Department of Consumer Affairs

1 KAMALA D. HARRIS
Attorney General of California
2 ARTHUR D. TAGGART
Supervising Deputy Attorney General
3 KAREN R. DENVIR
Deputy Attorney General
4 State Bar No. 197268
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7 *Attorneys for Complainant*

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. 77/10-50

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14 **dba AAMCO TRANSMISSION**
2589 E. Waterloo Rd.
Stockton, CA 95205
15 **CHARLES KUANG HSIAO, PR**

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

16 **Automotive Repair Dealer Registration No.**
17 **ARD 252249**

18 Respondent.

19 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
20 entitled proceedings that the following matters are true:

21 **PARTIES**

22 1. Sherry Mehl (Complainant) is the Chief of the Bureau of Automotive Repair. She
23 brought this action solely in her official capacity and is represented in this matter by Kamala D.
24 Harris, Attorney General of the State of California, by Karen R. Denvir, Deputy Attorney
25 General.

26 2. Respondent Eco Autotech, Inc., dba AAMCO Transmissions; Charles Kuang Hsiao,
27 Pres. (Respondent) is representing itself in this proceeding and has chosen not to exercise its right
28 to be represented by counsel.

CULPABILITY

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2 8. For the purpose of resolving the Accusation without the expense and uncertainty of
3 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual
4 basis for the charges in the Accusation No. 77/10-50, and that Respondent hereby gives up its
5 right to contest those charges.

6 9. Respondent agrees that its Automotive Repair Dealer Registration is subject to
7 discipline and they agree to be bound by the Director's imposition of discipline as set forth in the
8 Disciplinary Order below.

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

19 11. The parties understand and agree that facsimile copies of this Stipulated Settlement
20 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and
21 effect as the originals.

22 12. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
23 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
24 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
25 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
26 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
27 writing executed by an authorized representative of each of the parties.
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1 13. In consideration of the foregoing admissions and stipulations, the parties agree that
2 the Director may, without further notice or formal proceeding, issue and enter the following
3 Disciplinary Order:

4 **DISCIPLINARY ORDER**

5 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 252249
6 issued to Respondent Eco Autotech, Inc., dba AAMCO Transmissions; Charles Kuang Hsiao,
7 Pres. (Respondent) is revoked.

8 1. The revocation of Respondent's Automotive Repair Dealer Registration shall
9 constitute the imposition of discipline against Respondent. This stipulation constitutes a record of
10 the discipline and shall become a part of Respondent's license history with the Department of
11 Consumer Affairs.

12 2. Respondent shall lose all rights and privileges as an Automotive Repair Dealer in
13 California as of the effective date of the Department's Decision and Order.

14 3. If Respondent ever files an application for licensure or a petition for reinstatement in
15 the State of California, the Department shall treat it as a petition for reinstatement. Respondent
16 must comply with all the laws, regulations and procedures for reinstatement of a revoked license
17 in effect at the time the petition is filed, and all of the charges and allegations contained in
18 Accusation No. 77/10-50 shall be deemed to be true, correct and admitted by Respondent when
19 the Department determines whether to grant or deny the petition.

20 4. If and when Respondent's license is reinstated, it shall pay to the Bureau of
21 Automotive Repair costs associated with its investigation and enforcement pursuant to Business
22 and Professions Code section 125.3 in the amount of \$19,462.21. Respondent shall be permitted
23 to pay these costs in a payment plan approved by the Bureau.

24 5. Respondent shall not apply for licensure or petition for reinstatement for one (1) year
25 from the effective date of the Department of Consumer Affairs' Decision and Order.

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ACCEPTANCE

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

DATED:

1/19/12



ECO AUTOTECH, INC., DBA AAMCO
TRANSMISSIONS; CHARLES KUANG HSIAO,
PRES.
Respondent

ENDORSEMENT

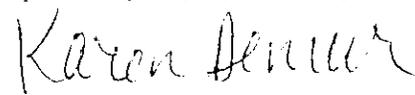
The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Director of Consumer Affairs.

Dated:

1/25/12

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
ARTHUR D. TAGGART
Supervising Deputy Attorney General



KAREN R. DENVIR
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation No. 77/10-50

1 KAMALA D. HARRIS
Attorney General of California
2 ARTHUR D. TAGGART
Supervising Deputy Attorney General
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15 **CHARLES KUANG HSIAO, PR**
16 **Automotive Repair Dealer Registration No.**
ARD 252249

ACCUSATION

17 Respondent.

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19
20 Sherry Mehl ("Complainant") alleges:

21 **PARTIES**

- 22 1. Complainant brings this Accusation solely in her official capacity as the Chief of the
23 Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.
- 24 2. On or about September 28, 2007, the Bureau issued Automotive Repair Dealer
25 Registration Number ARD 252249 to Eco Autotech Inc., doing business as Aamco Transmission
26 ("Respondent"), with Charles Kuang Hsiao as President. The registration was in full force and
27 effect at all times relevant to the charges brought herein and will expire on September 30, 2011,
28 unless renewed.

1 5. Code section 9884.9 states:

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

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

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

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

25 _____
26 (signature or initials)"

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

6. 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.

REGULATORY PROVISIONS

7. California Code of Regulations, title 16, section 3340.10(f) states:

No person shall operate a smog check station unless a license to do so has been issued by
the department.

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COST RECOVERY

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

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CONSUMER COMPLAINT NO. 1 – 2002 DODGE DURANGO

9. On or about February 5, 2008, the Bureau received a consumer complaint from Bettye Burrell-Olivier ("consumer") regarding repairs to her 2002 Dodge Durango performed by Respondent's facility. On or about November 30, 2007, the consumer contacted Respondent's facility by telephone and spoke with Corbin Norviel ("Norviel"). The consumer told Norviel that the vehicle would not up shift into high gear until 40-45 miles per hour. Norviel told the consumer that he recommended the vehicle be towed to Respondent's facility, and that he could make arrangements to do that at no charge, which he did. Later that same day, Norviel contacted the consumer by telephone and told her that the engine was misfiring and that the misfiring condition would have to be repaired before he could diagnose the transmission problem. Norviel told the consumer the diagnostic evaluation would cost \$500. The consumer authorized the diagnostic evaluation. In or about December 2007, the consumer received a telephone call from Norviel stating that the vehicle was ready to be picked up and the total cost of repairs was \$1,638.59. When the consumer returned to Respondent's facility to retrieve the vehicle, Norviel told her that he did not recommend that she drive the vehicle on the freeway due to the transmission problem, and that he recommended a further diagnosis of the transmission, in that the repairs performed did not include a diagnosis of the transmission or any transmission repairs. The consumer had her vehicle towed back to her home.

24 10. On or about February 11, 2008, the consumer had her vehicle towed to Stockton
25 Dodge, located in Stockton, California, for a diagnosis of the transmission. The consumer's
26 vehicle was diagnosed and repaired for \$619.31.

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1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Failure to Comply with Provisions of the Automotive Repair Act)**

3 11. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),
4 in that on or about November 30, 2007, regarding the 2002 Dodge Durango, Respondent failed to
5 materially comply with the following provisions of that Code:

6 a. **Section 9884.9:**

7 i. Respondent failed to provide the consumer with a written estimated amount
8 on Invoice No. 100068 for additional repairs for a specific job.

9 ii. Respondent failed to obtain the consumer's authorization for additional repairs
10 on Invoice No. 100068.

11 iii. Respondent failed to properly document the consumer's initial authorization
12 for diagnosis on Invoice No. 100068.

13 **CONSUMER COMPLAINT NO. 2 – 1994 FORD ECONOLINE E150 VAN**

14 12. On or about January 9, 2009, the Bureau received a consumer complaint from David
15 Wisner ("consumer") regarding repairs to his 1994 Ford Econoline E150 van performed by
16 Respondent's facility. On or about September 30, 2008, the consumer took his vehicle to
17 Respondent's facility because it was running rough and shuddered. Respondent diagnosed the
18 problem and told the consumer that the transmission needed to be overhauled. The consumer
19 authorized the repairs. On or about October 20, 2008, the consumer returned to Respondent's
20 facility to retrieve the vehicle and paid \$3,124.09 for the repairs. The consumer noticed the
21 drivability problem was still present and returned the vehicle to Respondent's facility.
22 Respondent performed additional repairs at no charge, which did not resolve the drivability
23 problem. On or about December 31, 2008, the consumer took his vehicle to Big Valley Ford,
24 located in Stockton, California, for a diagnosis. Big Valley Ford diagnosed the vehicle as having
25 an ignition problem, and told the consumer that the cost to repair the vehicle would be \$1,025.21.

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SECOND CAUSE FOR DISCIPLINE

(Failure to Comply with Provisions of the Automotive Repair Act)

13. Respondent's registration is subject to discipline under Code section 9884.7(a)(6), in that on or about September 30, 2008, regarding the 1994 Ford Econoline E150 van, Respondent failed to materially comply with section 9884.8 of that Code, in that Respondent failed to describe on Invoice No. 100650 what diagnostic procedures were performed and the results of the diagnostic procedures.

CONSUMER COMPLAINT NO. 3 – 2006 PONTIAC TORRENT

14. On or about August 24, 2009, the Bureau received a consumer complaint from D. Starks ("consumer") regarding repairs to her 2006 Pontiac Torrent performed by Respondent's facility. On or about August 17, 2009, the consumer contacted Respondent's facility by telephone and spoke with Ken ("Ken"). The consumer told Ken that the vehicle was overheating. Ken told the consumer he would perform a complete diagnostic of the vehicle at no charge. Ken told the consumer that he recommended the vehicle be towed to Respondent's facility, and that he could make arrangements to do that at no charge, which he did. The next day, Ken contacted the consumer and stated that the water pump and temperature sensor switch needed to be replaced. The total cost of the repairs would be \$374.95 (the consumer supplied the parts). On or about August 19, 2009, the consumer returned to Respondent's facility to retrieve her vehicle and paid Respondent \$374.95 for the repairs. The consumer immediately noticed that the vehicle was still overheating. The consumer drove the vehicle home, called Respondent's facility and spoke with Ken. Ken arranged for the consumer's vehicle to be towed back to Respondent's facility for further diagnosis. Upon further diagnosis, it was determined that the cylinder head gaskets were blown. The consumer declined the repairs.

THIRD CAUSE FOR DISCIPLINE

(Failure to Comply with Provisions of the Automotive Repair Act)

15. Respondent's registration is subject to discipline under Code section 9884.7(a)(6), in that on or about August 17, 2009, regarding the 2006 Pontiac Torrent, Respondent failed to

1 materially comply with Code section 9884.8, in that Respondent failed to describe on Invoice No.
2 101921 what diagnostic procedures were performed and the results of the diagnostic procedures.

3 **UNDERCOVER OPERATION - 1994 BUICK CENTURY**

4 16. On or about September 9, 2009, at 0956 hours, a Bureau undercover operator
5 drove a Bureau documented 1994 Buick Century to Respondent's facility. The only repair
6 necessary was the replacement of the engine coolant temperature ("ECT") sensor. The operator
7 arrived at Respondent's facility and was greeted by an employee who identified himself as Ken.
8 The operator told Ken that the vehicle had failed a smog inspection, showed Ken the VIR, and
9 asked him to diagnose why the "check engine light" was illuminated. The operator also provided
10 Ken with a coupon for a "Free Transcan." The operator signed a work order but did not receive a
11 copy. At 1552 hours, the operator received a telephone call from Ken who stated that he needed
12 more time to diagnose the vehicle and would cost an additional \$95. The operator authorized the
13 additional diagnostic charge.

14 17. On or about September 10, 2009, at 0959 hours, the operator received a telephone
15 call from Ken informing him that the vehicle needed a new thermostat, coolant temperature
16 sensor, and coolant. The total cost of the repairs would be \$312.57. The operator authorized the
17 repairs and requested the old parts be returned to him. Later that day, the operator returned to
18 Respondent's facility to retrieve the vehicle. The operator paid \$320.45 for the repairs, and was
19 provided with the old temperature sensor, not the thermostat. On or about September 16, 2009, a
20 Bureau representative reinspected the vehicle using Invoice No. 101982 as a reference. The
21 inspection revealed that Respondent failed to replace the thermostat and seal as invoiced. In
22 addition, those repairs were not necessary to repair the vehicle.

23 **FOURTH CAUSE FOR DISCIPLINE**

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

25 18. Respondent's registration is subject to discipline under Code section 9884.7(a)(6), in
26 that on or about September 9, 2009, regarding the 1994 Buick Century, Respondent failed to
27 materially comply with California Code of Regulations, title 16, section 3340.10(f), in that
28

1 Respondent acted in the capacity of a licensed smog check station by performing smog related
2 repairs without being licensed to do so.

3 **FIFTH CAUSE FOR DISCIPLINE**

4 **(Untrue or Misleading Statements)**

5 19. Respondent's registration is subject to discipline under Code section 9884.7(a)(1),
6 in that on or about September 9, 2009, Respondent made statements which it knew or which by
7 exercise of reasonable care should have known were untrue or misleading as follows:

8 a. Respondent falsely represented to the operator that the thermostat and seal needed
9 to be replaced, when in fact, the only repair necessary was to replace the ECT.

10 b. Respondent falsely represented on Invoice No. 101982, that the thermostat had been
11 replaced, when in fact, it had not.

12 **SIXTH CAUSE FOR DISCIPLINE**

13 **(Fraudulent Acts)**

14 20. Respondent's registration is subject to discipline under Code section 9884.7(a)(4),
15 in that on or about September 9, 2009, Respondent committed fraud when it charged for and
16 received payment for repairs to the 1994 Buick Century that were not necessary or performed, as
17 follows:

18 a. Respondent unnecessarily sold the operator a thermostat.

19 b. Respondent failed to replace the thermostat and seal as invoiced.

20 **SEVENTH CAUSE FOR DISCIPLINE**

21 **(Failure to Comply with Provisions of the Automotive Repair Act)**

22 21. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),
23 in that on or about September 9, 2009, regarding the 1994 Buick Century, Respondent failed to
24 materially comply with the following provisions of that Code:

25 a. **Section 9884.8:**

26 i. Respondent failed to describe on Invoice No. 101982 what diagnostic
27 procedures were performed and the results of the diagnostic procedures.

28 ///

1 b. **Section 9884.9:**

2 ii. Respondent failed to properly document on Invoice No. 101982 the additional
3 repairs authorized.

4 iii. Respondent failed to provide the operator with a written estimate for repairs
5 prior to the repairs being performed.

6 **UNDERCOVER OPERATION - 1993 MERCURY VILLAGER**

7 22. On or about January 4, 2010, at 1453 hours, a Bureau undercover operator drove a
8 Bureau documented 1993 Mercury Villager to Respondent's facility. The only repair necessary
9 was the replacement of the ECT sensor. The operator arrived at Respondent's facility and was
10 greeted by an employee who identified himself as Ken. The operator asked Ken to diagnose why
11 the "check engine light" was illuminated. The operator signed a work order but did not receive a
12 copy. At 1619 hours, the operator received a telephone call from Ken who stated that two fault
13 codes had been retrieved and it would cost \$90 to diagnose the exact problem. The operator
14 authorized the additional diagnostic charge.

15 23. On or about January 5, 2010, at 0837 hours, the operator received a telephone call
16 from Ken informing her that the vehicle needed a coolant sensor and a throttle position
17 switch/sensor ("TPS"). The total cost of the repairs would be \$403. The operator authorized the
18 repairs and requested the old parts be returned to her. Later that day, the operator received a
19 telephone call from Ken informing her that the vehicle was repaired and ready to be picked up.
20 At 1335 hours, the operator returned to Respondent's facility to retrieve the vehicle. The operator
21 paid \$427.04 for the repairs, and was provided with the old parts. On or about January 7, 2010, a
22 Bureau representative reinspected the vehicle using Invoice No. 102232 as a reference. The
23 inspection revealed that Respondent unnecessarily replaced the TPS, in that it was in good
24 functioning condition and not in need of replacement.

25 **EIGHTH CAUSE FOR DISCIPLINE**

26 **(Untrue or Misleading Statements)**

27 24. Respondent's registration is subject to discipline under Code section 9884.7(a)(1),
28 in that on or about January 4, 2010, regarding the 1993 Mercury Villager, Respondent made

1 statements which it knew or which by exercise of reasonable care should have known were untrue
2 or misleading, in that Respondent falsely represented to the operator that the TPS needed to be
3 replaced, when in fact, the only repair necessary was to replace the ECT.

4 **NINTH CAUSE FOR DISCIPLINE**

5 **(Fraudulent Acts)**

6 25. Respondent's registration is subject to discipline under Code section 9884.7(a)(4),
7 in that on or about January 4, 2010, regarding the 1993 Mercury Villager, Respondent committed
8 fraud when it charged for and received payment for replacement of the TPS, when that repair was
9 not necessary.

10 **TENTH CAUSE FOR DISCIPLINE**

11 **(Failure to Comply with Provisions of the Automotive Repair Act)**

12 26. Respondent's registration is subject to discipline under Code section 9884.7(a)(6),
13 in that on or about January 4, 2010, regarding the 1993 Mercury Villager, Respondent failed to
14 materially comply with the following provisions of that Code:

15 a. **Section 9884.8:**

16 i. Respondent failed to describe on Invoice No. 102232 what diagnostic
17 procedures were performed and the results of the diagnostic procedures.

18 b. **Section 9884.9:**

19 ii. Respondent failed to properly document on Invoice No. 102232 the additional
20 repairs authorized.

21 iii. Respondent failed to provide the operator with a written estimate for repairs
22 prior to performing the repairs.

23 **OTHER MATTERS**

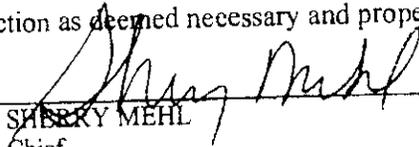
24 27. Pursuant to Code section 9884.7(c), the director may suspend, revoke, or place on
25 probation the registrations for all places of business operated in this state by Eco Autotech Inc.,
26 doing business as Aamco Transmissions, upon a finding that it has, or is, engaged in a course of
27 repeated and willful violation of the laws and regulations pertaining to an automotive repair
28 dealer.

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. Revoking or suspending Automotive Repair Dealer Registration No. ARD 252249, issued to Eco Autotech Inc., doing business as Aamco Transmissions;
2. Revoking or suspending any other automotive repair dealer registration issued to Eco Autotech Inc., doing business as Aamco Transmissions;
3. Ordering Eco Autotech Inc., doing business as Aamco Transmissions, to pay the Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this case, pursuant to Code section 125.3; and,
4. Taking such other and further action as deemed necessary and proper.

DATED: 5/10/11


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

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