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**BEFORE THE
DEPARTMENT OF CONSUMER AFFAIRS
FOR THE BUREAU OF AUTOMOTIVE REPAIR
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:
**ECONO LUBE;
GULLALY AZIZI, OWNER
31700 Casino Drive
Lake Elsinore, CA 92530**
**Automotive Repair Dealer Registration No.
ARD 257121**

Respondent.

Case No. 77/14-35

DEFAULT DECISION AND ORDER

[Gov. Code, §11520]

FINDINGS OF FACT

1. On or about January 15, 2014, Complainant Patrick Dorais, in his official capacity as the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs, filed Accusation No. 77/14-35 against Econo Lube, Gullaly Azizi, Owner (Respondent) before the Director of Consumer Affairs. (Accusation attached as Exhibit A.)

2. On or about January 13, 2009, the Bureau of Automotive Repair (Bureau) issued Automotive Repair Dealer Registration No. ARD 257121 to Respondent. The Automotive Repair Dealer Registration was in full force and effect at all times relevant to the charges brought in Accusation No. 77/14-35 and expired on December 31, 2013. This lapse in licensure,

1 however, pursuant to Business and Professions Code section 118, subdivision (b) and/or 9884.13
2 does not deprive the Director of her authority to institute or continue this disciplinary proceeding.

3 3. On or about January 15, 2014, Respondent was served by Certified and First Class
4 Mail copies of the Accusation No. 77/14-35, Statement to Respondent, Notice of Defense,
5 Request for Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6,
6 and 11507.7) at Respondent's address of record which, pursuant to Business and Professions
7 Code section 136 and title 16, California Code of Regulations, section 3303.3, is required to be
8 reported and maintained with the Bureau. Respondent's address of record was and is:

9 31700 Casino Drive
10 Lake Elsinore, CA 92530.

11 4. Service of the Accusation was effective as a matter of law under the provisions of
12 Government Code section 11505, subdivision (c) and/or Business & Professions Code section
13 124.

14 5. On or about January 27, 2014, the aforementioned documents were returned by the
15 U.S. Postal Service marked, "RETURN TO SENDER [] NO SUCH NUMBER [] UNABLE
16 TO FORWARD." The address on the documents was the same as the address on file with the
17 Bureau. Respondent failed to maintain an updated address with the Bureau and the Bureau has
18 made attempts to serve the Respondent at the address on file. Respondent has not made himself
19 available for service and therefore, has not availed himself of his right to file a notice of defense
20 and appear at hearing.

21 6. Government Code section 11506 states, in pertinent part:

22 (c) The respondent shall be entitled to a hearing on the merits if the respondent
23 files a notice of defense, and the notice shall be deemed a specific denial of all parts
24 of the accusation not expressly admitted. Failure to file a notice of defense shall
constitute a waiver of respondent's right to a hearing, but the agency in its discretion
may nevertheless grant a hearing.

25 7. Respondent failed to file a Notice of Defense within 15 days after service upon him
26 of the Accusation, and therefore waived his right to a hearing on the merits of Accusation No.
27 77/14-35.

28 8. California Government Code section 11520 states, in pertinent part:

1 (a) If the respondent either fails to file a notice of defense or to appear at the
2 hearing, the agency may take action based upon the respondent's express admissions
3 or upon other evidence and affidavits may be used as evidence without any notice to
4 respondent.

5 9. Pursuant to its authority under Government Code section 11520, the Director after
6 having reviewed the proof of service dated January 15, 2014, and return envelopes or finds that
7 Respondent is in default. The Director will take action without further hearing and, based on
8 Accusation, No. 77/14-35, proof of service, and the Affidavit of Bureau Representative Michael
9 Groseth, finds that the allegations in Accusation are true.

10 **DETERMINATION OF ISSUES**

11 1. Based on the foregoing findings of fact, Respondent Econo Lube, Gullaly Azizi,
12 Owner has subjected his Automotive Repair Dealer Registration No. ARD 257121 to discipline.

13 2. The agency has jurisdiction to adjudicate this case by default.

14 3. The Director of Consumer Affairs is authorized to revoke Respondent's Automotive
15 Repair Dealer Registration based upon the following violations alleged in the Accusation which
16 are supported by the evidence contained in the affidavit of Bureau Representative Michael
17 Groseth in this case:

18 a. Respondent's Registration is subject to disciplinary action under section 9884.7,
19 subdivision (a)(1), in that Respondent made or authorized statements which Respondent knew or
20 in the exercise of reasonable care should have known to be untrue or misleading.

21 b. Respondent's Registration is subject to disciplinary action under Code section 9884.7,
22 subdivision (a)(4), in that Respondent committed acts which constitute fraud.

23 c. Respondent's Registration is subject to disciplinary action under section 9884.7,
24 subdivision (a)(3), in that Respondent did not give the customer a copy of an estimate as soon as
25 the customer signed it.

26 d. Respondent's Registration is subject to disciplinary action under Code section 9884.7,
27 subdivision (a)(8), in that Respondent made a false promise of a character likely to influence,
28 persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile.

1 e. Respondent's Registration is subject to disciplinary action under section Code section
2 9884.8, in that Respondent failed to comply with invoice requirements.

3 f. Respondent's Registration is subject to disciplinary action under section 9884.7,
4 subdivision (a)(6), in that Respondent failed in a material respect to comply with the provisions of
5 the Automotive Repair Act or regulations adopted pursuant to it.

6 g. Respondent's Registration is subject to disciplinary action under section 9884.7,
7 subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade
8 standards for good and workmanlike repair in a material respect under Health and Safety Code
9 section 44016 and California Code of Regulations, title 16, section 3340.41, subdivision (d).

10 h. Respondent's Registration is subject to disciplinary action under section Code section
11 9884.9 and California Code of Regulations, title 16, section 3353, subdivision (c), in that
12 Respondent failed to document the consumer's authorization to replace an alternator.

13 **ORDER**

14 IT IS SO ORDERED that Automotive Repair Dealer Registration No. ARD 257121,
15 heretofore issued to Respondent Econo Lube, Gullaly Azizi, Owner is revoked.

16 Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a
17 written motion requesting that the Decision be vacated and stating the grounds relied on within
18 seven (7) days after service of the Decision on Respondent. The motion should be sent to the
19 Bureau of Automotive Repair, ATTN: William D. Thomas, 10949 North Mather Blvd., Rancho
20 Cordova, CA 95670. The agency in its discretion may vacate the Decision and grant a hearing on
21 a showing of good cause, as defined in the statute.

22 This Decision shall become effective on MARCH 25, 2014.

23 It is so ORDERED MAR 04 2014

24 
25 _____
26 DONALD CHANG
27 Assistant Chief Counsel
28 Department of Consumer Affairs

70816185.DOC DOJ Matter ID: SD2013706413
Attachment: Exhibit A: Accusation

Exhibit A

Accusation

1 KAMALA D. HARRIS
Attorney General of California
2 JAMES M. LEDAKIS
Supervising Deputy Attorney General
3 ADRIAN R. CONTRERAS
Deputy Attorney General
4 State Bar No. 267200
110 West "A" Street, Suite 1100
5 San Diego, CA 92101
P.O. Box 85266
6 San Diego, CA 92186-5266
Telephone: (619) 645-2634
7 Facsimile: (619) 645-2061
E-mail: Adrian.Contreras@doj.ca.gov
8 *Attorneys for Complainant*

9 **BEFORE THE**
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 / 14 - 35**

13 **ECONO LUBE;**
14 **GULLALY AZIZI, OWNER**
15 **31700 Casino Drive**
Lake Elsinore, CA 92530

A C C U S A T I O N

16 **Automotive Repair Dealer Registration No.**
ARD 257121

17 Respondent.

18 Complainant alleges:

19 **PARTIES**

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

22 2. On or about January 13, 2009, the Bureau of Automotive Repair issued Automotive
23 Repair Dealer Registration Number ARD 257121 to Econo Lube, Gullaly Azizi, Owner
24 (Respondent). The Automotive Repair Dealer Registration was in full force and effect at all
25 times relevant to the charges brought herein and will expire on December 31, 2013, and has not
26 been renewed.

27 ///

28

1 **JURISDICTION**

2 3. This Accusation is brought before the Director of Consumer Affairs (Director) for the
3 Bureau of Automotive Repair, under the authority of the following laws. All section references
4 are to the Business and Professions Code unless otherwise indicated.

5 4. Section 9884.13 of the Code provides, in pertinent part, that the expiration of a valid
6 registration shall not deprive the director or chief of jurisdiction to proceed with a disciplinary
7 proceeding against an automotive repair dealer or to render a decision invalidating a registration
8 temporarily or permanently.

9 5. Section 9884.22 of the Code states:

10 "(a) Notwithstanding any other provision of law, the director may revoke, suspend, or deny
11 at any time any registration required by this article on any of the grounds for disciplinary action
12 provided in this article. The proceedings under this article shall be conducted in accordance with
13 Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government
14 Code, and the director shall have all the powers granted therein.

15 "..."

16 **STATUTORY PROVISIONS**

17 6. Section 22 of the Code states:

18 "(a) 'Board' as used in any provisions of this Code, refers to the board in which the
19 administration of the provision is vested, and unless otherwise expressly provided, shall include
20 'burcau,' 'commission,' 'committee,' 'department,' 'division,' 'examining committee,' 'program,' and
21 'agency.'

22 "(b) Whenever the regulatory program of a board that is subject to review by the Joint
23 Committee on Boards, Commissions, and Consumer Protection, as provided for in Division 1.2
24 (commencing with Section 473), is taken over by the department, that program shall be
25 designatcd as a 'bureau.'"

26 7. Section 9884.7 of the Code states:

27 "(a) The director, where the automotive repair dealer cannot show there was a bona fide
28 error, may deny, suspend, revoke, or place on probation the registration of an automotive repair

1 dealer for any of the following acts or omissions related to the conduct of the business of the
2 automotive repair dealer, which are done by the automotive repair dealer or any automotive
3 technician, employee, partner, officer, or member of the automotive repair dealer.

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

7 “. . .

8 “(3) Failing or refusing to give to a customer a copy of any document requiring his or her
9 signature, as soon as the customer signs the document.

10 “(4) Any other conduct that constitutes fraud.

11 “. . .

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

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

17 “(8) Making false promises of a character likely to influence, persuade, or induce a
18 customer to authorize the repair, service, or maintenance of automobiles.

19 “. . .

20 “(c) Notwithstanding subdivision (b), the director may suspend, revoke, or place on
21 probation the registration for all places of business operated in this state by an automotive repair
22 dealer upon a finding that the automotive repair dealer has, or is, engaged in a course of repeated
23 and willful violations of this chapter, or regulations adopted pursuant to it.”

24 8. Section 9884.8 of the Code states:

25 “All work done by an automotive repair dealer, including all warranty work, shall be
26 recorded on an invoice and shall describe all service work done and parts supplied. Service work
27 and parts shall be listed separately on the invoice, which shall also state separately the subtotal
28 prices for service work and for parts, not including sales tax, and shall state separately the sales

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

7 9. Section 9884.9 of the Code states:

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

22 "(1) Make a notation on the invoice of the same facts set forth in the notation on the work
23 order.

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

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

1 (signature or initials)"

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

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

10 "(c) In addition to subdivisions (a) and (b), an automotive repair dealer, when doing auto
11 body or collision repairs, shall provide an itemized written estimate for all parts and labor to the
12 customer. The estimate shall describe labor and parts separately and shall identify each part,
13 indicating whether the replacement part is new, used, rebuilt, or reconditioned. Each crash part
14 shall be identified on the written estimate and the written estimate shall indicate whether the crash
15 part is an original equipment manufacturer crash part or a nonoriginal equipment manufacturer
16 aftermarket crash part.

17 "(d) A customer may designate another person to authorize work or parts supplied in
18 excess of the estimated price, if the designation is made in writing at the time that the initial
19 authorization to proceed is signed by the customer. The bureau may specify in regulation the
20 form and content of a designation and the procedures to be followed by the automotive repair
21 dealer in recording the designation. For the purposes of this section, a designee shall not be the
22 automotive repair dealer providing repair services or an insurer involved in a claim that includes
23 the motor vehicle being repaired, or an employee or agent or a person acting on behalf of the
24 dealer or insurer."

25 10. Health and Safety Code section 44016 states:

26 "The department shall, with the cooperation of the state board and after consultation with
27 the motor vehicle manufacturers and representatives of the service industry, research, establish,
28 and update as necessary, specifications and procedures for motor vehicle maintenance and tuneup

1 procedures and for repair of motor vehicle pollution control devices and systems. Licensed repair
2 stations and qualified mechanics shall perform all repairs in accordance with specifications and
3 procedures so established.”

4 REGULATORY PROVISIONS

5 11. California Code of Regulations, title 16, section 3340.41, states:

6 “. . .

7 “(d) The specifications and procedures required by Section 44016 of the Health and Safety
8 Code shall be the vehicle manufacturer's recommended procedures for emission problem
9 diagnosis and repair or the emission diagnosis and repair procedures found in industry-standard
10 reference manuals and periodicals published by nationally recognized repair information
11 providers. Smog check stations and smog check technicians shall, at a minimum, follow the
12 applicable specifications and procedures when diagnosing defects or performing repairs for
13 vehicles that fail a smog check test.

14 “. . .”

15 12. California Code of Regulations, title 16, section 3353, states:

16 "No work for compensation shall be commenced and no charges shall accrue without
17 specific authorization from the customer in accordance with the following requirements:

18 ". . .

19 "(c) Additional Authorization. The dealer shall obtain the customer's authorization before
20 any additional work not estimated is done or parts not estimated are supplied. This authorization
21 shall be in written, oral, or electronic form, and shall describe additional repairs, parts, labor and
22 the total additional cost.

23 "(1) If the authorization from the customer for additional repairs, parts, or labor in excess
24 of the written estimated price is obtained orally, the dealer shall also make a notation on the work
25 order and on the invoice of the date, time, name of the person authorizing the additional repairs,
26 and the telephone number called, if any, together with the specification of the additional repairs,
27 parts, labor and the total additional costs.

28

1 "(2) If the authorization from the customer for additional repairs, parts, or labor in excess
2 of the written estimated price is obtained by facsimile transmission (fax), the dealer shall also
3 attach to the work order and the invoice, a faxed document that is signed and dated by the
4 customer and shows the date and time of transmission and describes the additional repairs, parts,
5 labor and the total additional cost.

6 "(3) If the authorization from the customer for additional repairs, parts, or labor in excess
7 of the written estimated price is obtained by electronic mail (e-mail), the dealer shall print and
8 attach to the work order and invoice, the e-mail authorization which shows the date and time of
9 transmission and describes the additional repairs, parts, labor, and the total additional costs.

10 "(4) The additional repairs, parts, labor, total additional cost, and a statement that the
11 additional repairs were authorized either orally, or by fax, or by e-mail shall be recorded on the
12 final invoice to Section 9884.9 of the Business and Professions Code. All documentation must be
13 retained pursuant to Section 9884.11 of the Business and Professions Code.

14 ". . . ."

15 13. California Code of Regulations, title 16, section 3356, states:

16 "(a) All invoices for service and repair work performed, and parts supplied, as provided for
17 in Section 9884.8 of the Business and Professions Code, shall comply with the following:

18 “(1) The invoice shall show the automotive repair dealer’s registration number and the
19 corresponding business name and address as shown in the Bureau’s records. If the automotive
20 repair dealer’s telephone number is shown, it shall comply with the requirements of subsection (b)
21 of Section 3371 of this chapter.

22 “(2) The invoice shall separately list, describe and identify all of the following:

23 “(A) All service and repair work performed, including all diagnostic and warranty work,
24 and the price for each described service and repair.

25 “(B) Each part supplied, in such a manner that the customer can understand what was
26 purchased, and the price for each described part. The description of each part shall state whether
27 the part was new, used, reconditioned, rebuilt, or an OEM crash part, or a non-OEM aftermarket
28 crash part.

1 sign an estimate, but did not give the undercover operator a copy or discuss the cost of the
2 diagnosis. The undercover operator then left.

3 17. Later that day, Jose called the undercover operator. Jose said that the air conditioner
4 compressor was "no good." Jose said that the receiver dryer should be replaced for \$78.00 and
5 that an air conditioning switch should be replaced for \$45.00. Also, Jose offered the undercover
6 operator a choice between a rebuilt compressor with a one year/12,000 mile warranty for \$299.00
7 or a new one with a four year warranty for \$399.00. The undercover operator authorized a new
8 compressor with the four year warranty and Jose quoted the cost of all of the repairs at \$650.00.

9 18. The next day, the undercover operator was informed that the vehicle was ready and
10 he went to pick it up. Angel, one of Respondent's employees, completed the transaction. Angel
11 had the undercover operator sign a documented labeled "Estimate: [REDACTED]" and gave the
12 undercover operator an unsigned copy. The undercover operator paid for the repairs. Angel told
13 the undercover operator that the repairs were warrantied for twelve months or 12,000 miles,
14 whichever event happened first, and that the warranty would be honored at any Meineke store
15 location. The document that the undercover operator received provided that the warranty in fact
16 would only be honored at Respondent's facility. The undercover operator then drove the vehicle
17 from Respondent's facility.

18 19. Shortly thereafter, a Bureau representative inspected the GMC. The compressor
19 cycling switch had been replaced, but the air conditioning compressor, including the compressor
20 clutch, had not been replaced.

21 20. On September 26, 2013, a Bureau representative went to Respondent's facility and
22 spoke with Angel and Jose. The Bureau representative requested a copy of the final invoice for
23 the GMC. The document that they gave to the Bureau representative in response was different
24 than what had been given to the undercover operator. They produced a copy of an invoice for the
25 air conditioning compressor, which was listed at \$299.99 rather than \$399.00 that they had
26 charged the undercover operator.

27 ///

28 ///

1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Untrue or Misleading Statement)**

3 21. Respondent's Registration is subject to disciplinary action under section 9884.7,
4 subdivision (a)(1), in that Respondent made or authorized statements which Respondent knew or
5 in the exercise of reasonable care should have known to be untrue or misleading. Complainant
6 incorporates by reference the allegations set forth above in paragraphs 16-20. The untrue or
7 misleading statements include the following:

8 a. Respondent told the undercover operator that the air conditioning compressor was no
9 good, when in fact it was in good condition and not in need of service or repair.

10 b. Respondent told the undercover operator that the repairs included a four year
11 warranty, when in fact it included only one year.

12 c. Respondent told the undercover operator that the warranty would be honored at any
13 Meineke store location, when in fact it would only be honored at Respondent's facility.

14 d. Respondent represented that the air conditioning compressor had been replaced, when
15 in fact it had not been replaced.

16 e. Respondent represented to the Bureau representative that Respondent charged the
17 undercover operator \$299.99 for an air conditioning compressor, when in fact Respondent
18 charged the undercover operator \$399.99.

19 **SECOND CAUSE FOR DISCIPLINE**

20 **(Fraud)**

21 22. Respondent's Registration is subject to disciplinary action under Code section 9884.7,
22 subdivision (a)(4), in that Respondent committed acts which constitute fraud by failing to replace
23 the air conditioning compressor that Respondent had been paid to replace. Complainant re-
24 alleges and incorporates by reference the allegations set forth above in paragraphs 16-20.

25 **THIRD CAUSE FOR DISCIPLINE**

26 **(Failure to Provide Estimate)**

27 23. Respondent's Registration is subject to disciplinary action under section 9884.7,
28 subdivision (a)(3), in that Respondent did not give the customer a copy of an estimate as soon as

1 the customer signed it. Complainant re-alleges and incorporates by reference the allegations set
2 forth above in paragraphs 16-20.

3 **FOURTH CAUSE FOR DISCIPLINE**

4 **(False Promise)**

5 24. Respondent's Registration is subject to disciplinary action under Code section 9884.7,
6 subdivision (a)(8), in that Respondent made a false promise of a character likely to influence,
7 persuade, or induce a customer to authorize the repair, service, or maintenance of an automobile.
8 Respondent told the undercover operator that the repairs included a four year warranty, when in
9 fact it included only a one year warranty. Respondent told the undercover operator that the
10 warranty would be honored at any Meineke store location, when in fact it would be honored only
11 at Respondent's facility. Complainant re-alleges and incorporates by reference the allegations set
12 forth above in paragraphs 16-20.

13 **FIFTH CAUSE FOR DISCIPLINE**

14 **(Violation of Invoice Requirements)**

15 25. Respondent's Registration is subject to disciplinary action under section Code section
16 9884.8, in that Respondent failed to comply with invoice requirements. Complainant re-alleges
17 and incorporates by reference the allegations set forth above in paragraphs 16-20. The violations
18 include the following:

19 a. Respondent failed to provide the customer with the invoice.

20 b. Respondent acted in the capacity of a licensee using the unlicensed name style
21 "Meineke Econo Lube" on the invoice under California Code of Regulations, title 16, section
22 3356, subdivision (a)(1) when the licensed name style was Econo Lube.

23 c. Respondent failed to state on the invoice as required by California Code of
24 Regulations, title 16, section 3356, subdivision (a)(2)(B) whether the air conditioning compressor
25 was new or rebuilt.

26 ///

27 ///

28 ///

1 **SIXTH CAUSE FOR DISCIPLINE**

2 **(Failure to Comply with Regulations)**

3 26. Respondent's Registration is subject to disciplinary action under section 9884.7,
4 subdivision (a)(6), in that Respondent failed in a material respect to comply with the provisions of
5 the Automotive Repair Act or regulations adopted pursuant to it. Complainant re-alleges and
6 incorporates by reference the allegations set forth above in paragraphs 16-20. The violations
7 include the following:

8 a. Respondent failed to record on the invoice the high and low side system operating
9 pressure as required by California Code of Regulations, title 16, section 3366, subdivision (a)(15).

10 b. Respondent failed to measure and record on the invoice the center air distribution
11 outlet temperature as required by California Code of Regulations, title 16, section 3366,
12 subdivision (a)(16).

13 **SECOND UNDERCOVER OPERATION-AUGUST 21, 2013**

14 27. On or about August 21, 2013, a Bureau undercover operator drove a Bureau-
15 documented 2002 Toyota to Respondent's facility. The only repair necessary was to replace a
16 faulty vacuum switch valve. The undercover operator first drove the Toyota to a smog station
17 and had it inspected; it failed the smog inspection because of an illuminated check engine light
18 and fuel evaporation code stored in the computer. The undercover operator then took the vehicle
19 to Respondent's facility for repairs. He spoke with Jose and asked if Jose could diagnose the
20 vehicle for failing the smog inspection. Jose said that he would have his mechanic diagnose the
21 problem. He asked the undercover operator to sign an estimate, but did not give the undercover
22 operator a copy. Jose never documented what the estimate of the diagnosis would be. The
23 undercover operator left.

24 28. Later that day, Jose called the undercover operator. Jose said that they diagnosed the
25 problem as a failed vacuum control solenoid and purge solenoid for the fuel evaporation system.
26 Jose said that the repairs would cost \$420.00. Jose said that he would road test the vehicle about
27 35 miles to ensure that the vehicle's computer was ready for a smog inspection after the repair
28 was made. The undercover operator arrived at Respondent's facility and met with Jose. Jose

1 asked the undercover operator to sign estimate [REDACTED]. The undercover operator signed the
2 estimate and paid \$420.00; he got an unsigned copy of the estimate.

3 29. On August 22, 2013, the undercover operator called Jose about the status of the
4 repairs. Jose said that the OBD-II flag would not reset and that the vehicle would not pass a smog
5 inspection because the check engine light was illuminated. He said that one of his technicians
6 was out driving the vehicle to reset the computer's flag.

7 30. On August 29, 2013, the undercover operator went to Respondent's facility and spoke
8 with Angel. Angel said that the vehicle was at Jo Jo's, a smog station in Corona. Angel said that
9 a man named Julio was inspecting the vehicle and that it would not be ready for a few more
10 hours.

11 31. On September 3, 2013, the undercover operator called Angel and asked about the
12 status of the repair. Angel said that one of the vehicle's computer flags would not reset and that
13 the car would be ready the next day.

14 32. On September 4, 2013, the undercover operator returned to Respondent's facility and
15 spoke with Jose. Jose said that one of the vehicle's computer OBD-II flags would not reset after
16 he had driven it to reset the flag. Jose said that if the undercover operator drove the vehicle about
17 thirty-five miles more, then the computer might reset. Jose gave the undercover operator the
18 vehicle. The undercover operator did not get an invoice.

19 33. A Bureau representative later reinspected the vehicle. The Toyota had accrued over
20 700 miles while in Respondent's custody. The faulty vacuum switch valve had been replaced and
21 the canister closed valve had been replaced unnecessarily. The EVAP readiness monitor was not
22 complete. Respondent failed to complete the repair process by verifying that the EVAP monitor
23 could run to completion. The proper process for completing the Toyota's EVAP readiness
24 monitor does not require driving or moving the vehicle. One must idle the vehicle's engine from
25 a cold start, having a specific amount of gas in the gas tank, and follow a prescribed idling
26 procedure until the monitor completes. A reasonably prudent licensee under like circumstances
27 should know this procedure.

28

1 need of service or repair. Complainant re-alleges and incorporates by reference the allegations set
2 forth above in paragraphs 27-34.

3 **NINTH CAUSE FOR DISCIPLINE**

4 **(Violation of Invoice Requirements)**

5 37. Respondent's Registration is subject to disciplinary action under section Code section
6 9884.8, in that Respondent failed to comply with invoice requirements. Complainant re-alleges
7 and incorporates by reference the allegations set forth above in paragraphs 27-34. The violations
8 include the following:

9 a. Respondent failed to provide the customer with the invoice.

10 b. Respondent acted in the capacity of a licensee using the unlicensed name style
11 "Meineke Econo Lube" on the invoice under California Code of Regulations, title 16, section
12 3356, subdivision (a)(1) when the licensed name style was Econo Lube.

13 **TENTH CAUSE FOR DISCIPLINE**

14 **(Failure to Provide Estimate)**

15 38. Respondent's Registration is subject to disciplinary action under section 9884.7,
16 subdivision (a)(3), in that Respondent did not give the customer a copy of an estimate as soon as
17 the customer signed it. Complainant re-alleges and incorporates by reference the allegations set
18 forth above in paragraphs 27-34.

19 **ELEVENTH CAUSE FOR DISCIPLINE**

20 **(Willful Departure from Accepted Trade Standards)**

21 39. Respondent's Registration is subject to disciplinary action under section 9884.7,
22 subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade
23 standards for good and workmanlike repair in a material respect under Health and Safety Code
24 section 44016 and California Code of Regulations, title 16, section 3340.41, subdivision (d).
25 Respondent failed to perform repairs, failed to properly reset the readiness monitors by driving
26 the vehicle over 700 miles, and failed to perform the correct procedures to reset the monitors.
27 Complainant re-alleges and incorporates by reference the allegations set forth above in
28 paragraphs 27-34.

1 **CONSUMER COMPLAINT**

2 40. On or about September 7, 2013, Consumer Catherine Funk took her 2004 BMW 325i
3 to Respondent's facility to have the alternator checked. Respondent told Funk that the alternator
4 should be replaced, and contracted with her to replace the alternator with a new unit. Although
5 Respondent represented to Funk that the repairs were completed and Funk paid Respondent, in
6 fact, Respondent never replaced the alternator.

7 **TWELFTH CAUSE FOR DISCIPLINE**

8 **(Untrue or Misleading Statements)**

9 41. Respondent's Registration is subject to disciplinary action under section 9884.7,
10 subdivision (a)(1), in that Respondent made or authorized statements, which Respondent knew or
11 in the exercise of reasonable care should have known to be untrue or misleading. Respondent
12 told Funk that Respondent replaced the alternator with a new unit, when in fact it was never
13 replaced. Complainant re-alleges and incorporates by reference the allegations set forth above in
14 paragraph 40.

15 **THIRTEENTH CAUSE FOR DISCIPLINE**

16 **(Fraud)**

17 42. Respondent's Registration is subject to disciplinary action under Code section 9884.7,
18 subdivision (a)(4), in that Respondent committed acts which constitute fraud by representing that
19 Respondent replaced the alternator with a rebuilt unit, when in fact it was never replaced.
20 Complainant re-alleges and incorporates by reference the allegations set forth above in paragraph
21 40.

22 **FOURTEENTH CAUSE FOR DISCIPLINE**

23 **(Violation of Invoice Requirements)**

24 43. Respondent's Registration is subject to disciplinary action under section Code section
25 9884.8, in that Respondent acted as a licensee out of name style under California Code of
26 Regulations, title 16, section 3356, subdivision (a)(1) by listing the business as "Meineke Econo
27 Lube" on the invoice when the licensed name style is Econo Lube. Complainant re-alleges and
28 incorporates by reference the allegations set forth above in paragraph 40.

1 **FIFTEENTH CAUSE FOR DISCIPLINE**

2 **(Violation of Estimate Requirements)**

3 44. Respondent's Registration is subject to disciplinary action under section Code section
4 9884.9 and California Code of Regulations, title 16, section 3353, subdivision (c), in that
5 Respondent failed to document Funk's authorization to replace the alternator. Complainant re-
6 alleges and incorporates by reference the allegations set forth above in paragraph 40.

7 **OTHER MATTERS**

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

12 **PRAYER**

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

- 15 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
16 257121, issued to Econo Lube, Gullaly Azizi, Owner;
- 17 2. Ordering Gullaly Azizi to pay the Bureau of Automotive Repair the reasonable costs
18 of the investigation and enforcement of this case, pursuant to Business and Professions Code
19 section 125.3; and
- 20 3. Taking such other and further action as deemed necessary and proper.

21
22 DATED: January 15, 2014



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

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