

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

In the Matter of the Accusation Against:

**PRIDE ENGINE REBUILDERS &
MACHINE SHOP; HAITHAM A. ISSA**
1388 North La Cadena Dr.
Colton, CA 92324

Automotive Repair Dealer Registration No.
ARD 259583

Case No. 77/11-40

OAH No. 2012031240

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

11/2/12

DATED: October 12, 2012



DOREATHEA JOHNSON
Deputy Director, Legal Affairs
Department of Consumer Affairs

1 KAMALA D. HARRIS
Attorney General of California
2 KAREN B. CHAPPELLE
Supervising Deputy Attorney General
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7

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

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11 In the Matter of the Accusation Against:

Case No. 77/11-40

12 **PRIDE ENGINE REBUILDERS &**
MACHINE SHOP; HAITHAM A. ISSA
13 **1388 North La Cadena Dr.**
Colton, CA 92324
14 **Automotive Repair Dealer Registration No.**
ARD 259583

OAH No. 2012031240
STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

15
16 Respondent.

17
18 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
19 entitled proceedings that the following matters are true:

20 PARTIES

21 1. John Wallauch (Complainant) is the Chief of the Bureau of Automotive Repair. He
22 brought this action solely in his official capacity and is represented in this matter by Kamala D.
23 Harris, Attorney General of the State of California, by William D. Gardner, Deputy Attorney
24 General.

25 2. Respondent Pride Engine Rebuilders & Machine Shop; Haitham A. Issa (Respondent)
26 is represented in this proceeding by attorney David K. Garrett, whose address is 10300 Fourth
27 Street, Suite 150, Rancho Cucamonga, CA 91730.

28 ///

1 CULPABILITY

2 9. Respondent admits the truth of each and every charge and allegation in Accusation
3 No. 77/11-40.

4 10. Respondent agrees that his Automotive Repair Dealer Registration is subject to
5 discipline and he agrees to be bound by the Director's probationary terms as set forth in the
6 Disciplinary Order below.

7 CONTINGENCY

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

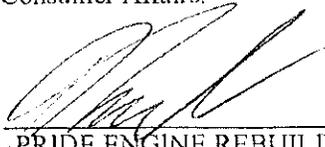
18 12. The parties understand and agree that facsimile copies of this Stipulated Settlement
19 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and
20 effect as the originals.

21 13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
22 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
23 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
24 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
25 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
26 writing executed by an authorized representative of each of the parties.

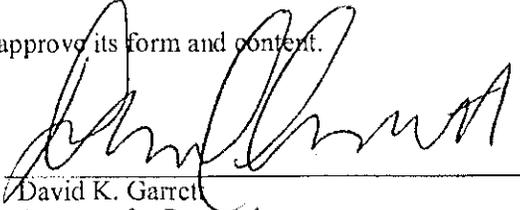
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28 ///

1 have on my Automotive Repair Dealer Registration. I enter into this Stipulated Settlement and
2 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the
3 Decision and Order of the Director of Consumer Affairs.

4
5 DATED: 8-9-12 
6 PRIDE ENGINE REBUILDERS & MACHINE SHOP;
7 HAITHAM A. ISSA
8 Respondent

8 I have read and fully discussed with Respondent Pride Engine Rebuilders & Machine Shop;
9 Haitham A. Issa the terms and conditions and other matters contained in the above Stipulated
10 Settlement and Disciplinary Order. I approve its form and content.

11
12 DATED: 8/8/12 
13 David K. Garrett
14 Attorney for Respondent

15 ENDORSEMENT

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

18
19 Dated: 8/9/12 Respectfully submitted,
20 KAMALA D. HARRIS
21 Attorney General of California
22 KAREN B. CHAPPELLE
23 Supervising Deputy Attorney General

24 
25 WILLIAM D. GARDNER
26 Deputy Attorney General
27 *Attorneys for Complainant*

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Exhibit A

Accusation No. 77/11-40

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2 ALFREDO TERRAZAS
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8 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
9 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 77111-40

12 **PRIDE ENGINE REBUILDERS & MACHINE SHOP**
13 **HAITHAM A. ISSA, OWNER**
14 **1388 North La Cadena Dr.**
Colton, CA 92324
15 **Automotive Repair Dealer Reg. No. ARD 259583**

ACCUSATION

16 Respondent.

17 Complainant alleges:

18 **PARTIES**

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

21 2. On or about October 1, 2009, the Director of Consumer Affairs ("Director") issued
22 Automotive Repair Dealer Registration Number ARD 259583 to Haitham A. Issa
23 ("Respondent"), owner of Pride Engine Rebuilders & Machine Shop. Respondent's automotive
24 repair dealer registration expired on September 30, 2011.

25 **JURISDICTION**

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

28 ///

1 7. Code section 9884.8 states, in pertinent part:

2 All work done by an automotive repair dealer, including all warranty
3 work, shall be recorded on an invoice and shall describe all service work done and
4 parts supplied . . . One copy of the invoice shall be given to the customer and one
5 copy shall be retained by the automotive repair dealer.

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

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

22 9. Code section 22, subdivision (a), states:

23 "Board" as used in any provision of this Code, refers to the board in
24 which the administration of the provision is vested, and unless otherwise expressly
25 provided, shall include "bureau," "commission," "committee," "department,"
26 "division," "examining committee," "program," and "agency."

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

29 11. California Code of Regulations, title 16, section ("Regulation") 3353, states, in
30 pertinent part:

31 No work for compensation shall be commenced and no charges shall
32 accrue without specific authorization from the customer in accordance with the
33 following requirements:

34

35 (d) Estimated Price to Tear Down, Inspect, Report and Reassemble. For
36 purposes of this article, to tear down" shall mean to disassemble, and teardown" shall
37 mean the act of disassembly. If it is necessary to tear down a vehicle component in
38 order to prepare a written estimated price for required repair, the dealer shall first give
the customer a written estimated price for the teardown. This price shall include the
cost of reassembly of the component. The estimated price shall also include the cost
of parts and necessary labor to replace items such as gaskets, seals and O rings that

1 are normally destroyed by teardown of the component. If the act of teardown might
2 prevent the restoration of the component to its former condition, the dealer shall write
3 that information on the work order containing the teardown estimate before the work
4 order is signed by the customer.

5 The repair dealer shall notify the customer orally and conspicuously in
6 writing on the teardown estimate the maximum time it will take the repair dealer to
7 reassemble the vehicle or the vehicle component in the event the customer elects not
8 to proceed with the repair or maintenance of the vehicle and shall reassemble the
9 vehicle within that time period if the customer elects not to proceed with the repair or
10 maintenance. The maximum time shall be counted from the date of authorization of
11 teardown.

12 After the teardown has been performed, the dealer shall prepare a written
13 estimated price for labor and parts necessary for the required repair. All parts required
14 for such repair shall be listed on the estimate. The dealer shall then obtain the
15 customer's authorization for either repair or reassembly before any further work is
16 done . . .

17 12. Regulation 3356 states, in pertinent part:

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

21

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

24

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

13. Regulation 3362.1 states:

20 An automotive repair dealer shall not make any motor vehicle engine
21 change that degrades the effectiveness of a vehicle's emission control system. Nor
22 shall said dealer, in the process of rebuilding the original engine or while installing a
23 replacement engine, effect changes that would degrade the effectiveness of the
24 original emission control system and/or components thereof.

25 14. Regulation 3373 states:

26 No automotive repair dealer or individual in charge shall, in filling out an
27 estimate, invoice, or work order, or record required to be maintained by section
28 3340.15(f) of this chapter, withhold therefrom or insert therein any statement or
information which will cause any such document to be false or misleading, or where
the tendency or effect thereby would be to mislead or deceive customers, prospective
customers, or the public.

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1 COST RECOVERY

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

6 CONSUMER COMPLAINT (STUCKER): 1997 TOYOTA RAV 4

7 16. On or about August 24, 2010, Cynthia Champion-Stucker ("Stucker") took her 1997
8 Toyota Rav 4 to Auto Care Clinic located in Yucaipa, California, because the engine had quit
9 running. The manager, Mike, told Stucker that the engine needed replacement and referred her to
10 Respondent's facility.

11 17. On or about August 26, 2010, Stucker called Respondent's facility and spoke with a
12 person, who identified himself as the manager. Stucker told the manager that she wanted the least
13 expensive repair possible on the vehicle. The manager told Stucker that they could rebuild the
14 engine for \$1,395 and would send a tow truck to pick up the vehicle. Later, Stucker went to Auto
15 Care Clinic to meet the tow truck. The tow truck driver had Stucker sign a written estimate for
16 \$1,395 that had been prepared by Respondent's facility, and gave her a copy. The estimate did
17 not state the repairs requested by Stucker; i.e., the engine rebuild.

18 18. On or about August 30, 2010, Stucker received a call from Respondent's facility,
19 informing her that the cost of the engine rebuild had increased to \$2,490. Stucker stated that she
20 would call the facility back. Stucker discussed the additional repairs with her brother, then
21 decided to authorize the additional work.

22 19. On or about September 9, 2010, the facility called Stucker and told her that the
23 vehicle was ready. About one hour later, the facility called Stucker and informed her that they
24 had taken the vehicle on a test drive and a wire had shorted out. The facility told Stucker that
25 they would call her back. The facility did not call Stucker back, but called her brother instead.
26 The facility informed Stucker's brother that the vehicle needed a new computer and obtained his
27 authorization for the additional work.

28 ///

1 20. On or about September 16, 2010, one of the facility's drivers picked Stucker up and
2 took her to the facility. Stucker paid the facility \$2,444 and received a copy of Invoice #001468.
3 The invoice indicated that the repairs were covered by a 6 year unlimited mileage warranty. One
4 of the employees went to the vehicle, opened the hood, and pointed to a part which he identified
5 as a MAP (manifold absolute pressure) sensor. The employee told Stucker not to connect the
6 electrical connector to the MAP sensor because the vehicle would not run with it connected. The
7 employee told Stucker that she would need to have the MAP sensor and crank sensor replaced
8 and a fuel injection service performed in order for the warranty to remain valid. Later, when
9 Stucker started the vehicle, she noticed that it did not sound the same as it had prior to the repairs
10 and that it did not run smoothly. Also, the "check engine" light was on and the air conditioner
11 ("A/C") did not blow cold air as it had before. Stucker went back into the facility and reported
12 the problems with the vehicle. The facility told Stucker that she needed to let the engine run and
13 the A/C would eventually get cold. Stucker went back out to the vehicle and let it run, but the
14 A/C only blew hot air. One of the mechanics looked at the A/C system, but did not make any
15 repairs. Later, one of the facility's employees made a note on Stucker's copy of the invoice,
16 stating that the vehicle needed a radiator as soon as possible. The employee told Stucker that she
17 needed to replace the radiator in order to maintain the warranty and gave her back the invoice.
18 Later, Stucker met with a man named "Nathan", who identified himself as the owner of the
19 facility. Stucker reported her concerns about the vehicle to Nathan, but he did not offer her a
20 solution to the problems.

21 21. On or about September 20, 2010, Stucker took the vehicle to Auto Care Clinic and
22 asked them to determine whether the repairs recommended by Respondent's facility were actually
23 needed on the vehicle. Later, Mike called Stucker and told her that they found more problems
24 with the vehicle and needed more time to diagnose the problems. Mike advised Stucker to
25 contact the Bureau. Later that same day, Stucker filed a complaint with the Bureau.

26 22. On October 28, 2010, a Bureau representative went to Respondent's facility and
27 requested their repair records on the vehicle.

28 ///

1 c. Respondent modified the new thermostat on the vehicle by removing its center
2 section (thermal-control element), leaving the thermostat open at all times.

3 d. Respondent disconnected the MAP sensor on the vehicle.

4 **FIFTH CAUSE FOR DISCIPLINE**

5 **(Violations of the Code)**

6 30. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
7 subdivision (a)(6), in that Respondent failed to comply with Code section 9884.9, subdivision (a),
8 in a material respect, as follows: Respondent failed to obtain Stucker's authorization for the
9 replacement of the computer on her 1997 Toyota Rav 4.

10 **UNDERCOVER OPERATION #1: 1992 CHEVROLET CAVALIER**

11 31. On October 7, 2010, a representative of the Bureau, acting in an undercover capacity
12 ("operator"), took the Bureau's 1992 Chevrolet Cavalier to Respondent's facility. The number
13 one cylinder fuel injector wire had been cut on the Bureau-documented vehicle, causing an engine
14 misfire. The intake air temperature sensor ("ATS") wire connector was also disconnected,
15 causing the "check engine" light to illuminate on the instrument panel. The operator told Nathan
16 that the "check engine" light was on and that he had noticed Respondent's advertisement in the
17 "GreenSheet" offering a free diagnosis for an illuminated "check engine" light. Nathan tried to
18 connect an OBDII scan tool on the vehicle, but it would not fit the vehicle's OBDI
19 communication connector. Nathan gave the scan tool to another employee and asked the operator
20 to open the hood and start the engine. Nathan looked around the engine compartment and
21 accelerated the engine speed a few times. Nathan told the operator that the engine sounded good,
22 but then stated that the engine was running rough and that the motor mounts may need
23 replacement. Nathan also stated that the vacuum hoses may be bad and asked the operator if he
24 could hear a hissing sound. The operator stated that he could not hear the sound. Nathan asked
25 the operator if he lived near a field or had mice around the area where the vehicle was stored.
26 The operator told Nathan that he did not live near a field and did not know if there were any mice
27 in the area. Later, Nathan found that the ATS was disconnected and plugged it back in. The
28 operator asked Nathan what was wrong with the vehicle. Nathan told the operator that he might

1 have to perform a pressure test, then stated that a rebuilt engine would "fix everything", including
2 the shaking and "check engine" light. The operator asked Nathan for an estimate to rebuild the
3 engine. Nathan told the operator that it would cost \$1,245 for the work. The operator then
4 requested a written estimate. Nathan went back to the office and spoke with "Darrell", the
5 manager. Darrell prepared a written estimate in the amount of \$1,245 for the engine rebuild and
6 gave the operator a copy. The operator left the facility.

7 **SIXTH CAUSE FOR DISCIPLINE**

8 **(Untrue or Misleading Statements)**

9 32. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
10 subdivision (a)(1), in that Respondent made or authorized a statement which he knew or in the
11 exercise of reasonable care should have known to be untrue or misleading, as follows:
12 Respondent's agent, employee, and/or representative, Nathan, represented to the operator that a
13 rebuilt engine would "fix everything" on the Bureau's 1992 Chevrolet Cavalier, including the
14 shaking and the "check engine" light. In fact, Nathan had previously reconnected the electrical
15 connector to the ATS, which resolved the problem with the "check engine" light. Further, the
16 engine was in good condition and did not need to be rebuilt, and the only repair that was needed
17 to fix the shaking or engine misfire was the repair of the wire leading to the number one fuel
18 injector.

19 **UNDERCOVER OPERATION #2: 1992 CHEVROLET CAVALIER**

20 33. Complainant incorporates by reference as though fully set forth herein the allegations
21 contained in paragraphs 31 and 32 above.

22 34. On January 19, 2011, the operator took the Bureau's 1992 Chevrolet Cavalier (the
23 same vehicle involved in the first undercover operation) to Respondent's facility. The number
24 one cylinder fuel injector wire was still cut on the Bureau-documented vehicle. The operator met
25 with Darrell, and told him that he had come in before and had returned to have the engine rebuilt.
26 Darrell stated that he remembered the operator. The operator asked Darrell how much it would
27 cost to rebuild the engine. Darrell stated that it would cost a total of \$1,195 plus tax for the work.

28 ///

1 The operator paid Darrell a cash deposit of \$300, signed and received a copy of a written estimate
2 in the amount of \$1,195, then left the facility.

3 35. On January 24, 2011, the operator called the facility and spoke with Darrell. Darrell
4 told the operator that the engine lifters and timing chain tensioner needed replacement and the
5 block needed to be bored to prevent the engine from burning oil. Darrell also recommended
6 replacing the radiator and knock sensor. Darrell stated that these two parts were not bad, and was
7 only recommending their replacement since the engine was being rebuilt. Darrell gave the
8 operator a verbal estimate of \$2,145, including tax, for the work. Darrell stated that the lifters,
9 timing chain tensioner, and boring were not part of their regular engine rebuilding process/price.
10 Later, the operator called the facility and authorized the additional repairs on the vehicle, but
11 declined the replacement of the radiator and knock sensor.

12 36. On January 28, 2011, the operator went to the facility to retrieve the vehicle and met
13 with Darrell in the front office area. Nathan was also present in the office. Nathan told the
14 operator that he had found that a mouse had eaten through one of the wires to an injector and had
15 repaired the wire at no extra charge. Later, the operator paid Darrell \$1,823 in cash for the
16 balance of the repairs and was given a copy of a final invoice. Nathan told the operator that there
17 was a problem with the cooling fan on the vehicle. Nathan stated that he replaced the coolant
18 temperature sensor at no extra charge, but had not repaired the cooling fan. Nathan opened the
19 vehicle's hood and showed the operator the new coolant temperature sensor. Nathan told the
20 operator that when the sensor is connected, the temperature gauge shows "hot" even though the
21 engine is not overheating. Nathan then disconnected the electrical connector from the coolant
22 temperature sensor. Nathan stated that it was better to leave the sensor disconnected because the
23 temperature gauge would then work correctly and the cooling fan would run all of the time.
24 Nathan told the operator to have the cooling fan problem repaired soon.

25 37. On February 1, 2011, the Bureau inspected the vehicle and found that the wire
26 leading to the number one fuel injector had been repaired. The Bureau also found that the coolant
27 temperature sensor had been unplugged and that the "check engine" light would illuminate when
28 the engine was started. A Bureau representative took the vehicle on a test drive and found that

1 the engine exhibited a heavy spark knock while accelerating. At the conclusion of their
2 inspection, the Bureau determined that Respondent's facility had failed to repair the vehicle to
3 accepted trade standards, as set forth below.

4 **SEVENTH CAUSE FOR DISCIPLINE**

5 **(Departure from Trade Standards)**

6 38. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
7 subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade
8 standards for good and workmanlike repair without the consent of the owner or the owner's duly
9 authorized representative in the following material respects:

10 a. Respondent failed to install the correct pistons in the Bureau's 1992 Chevrolet
11 Cavalier, which increased the engine's compression ratio and resulted in heavy detonation as
12 observed by the Bureau during their road-test of the vehicle.

13 b. Respondent replaced the coolant temperature sensor on the Bureau's 1992 Chevrolet
14 Cavalier when, in fact, that part was not in need of replacement. Further, Respondent left the
15 electrical connector to the coolant temperature sensor disconnected and installed the wrong sensor
16 or a defective sensor in the vehicle.

17 c. Respondent's failure to properly repair the Bureau's 1992 Chevrolet Cavalier, as set
18 forth in subparagraphs (a) and (b) above, resulted in the poor operation of the vehicle.

19 **EIGHTH CAUSE FOR DISCIPLINE**

20 **(Failure to Record Repairs Requested by the Customer/Odometer Reading)**

21 39. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
22 subdivision (a)(2), in that Respondent caused or allowed the operator to sign the written estimate
23 which did not state the repairs requested by the operator, the rebuilding of the engine on the
24 Bureau's 1992 Chevrolet Cavalier, or the odometer reading of the vehicle.

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1 **NINTH CAUSE FOR DISCIPLINE**

2 **(Violations of the Code)**

3 40. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
4 subdivision (a)(6), in that Respondent failed to comply with Code section 9884.9, subdivision (a),
5 in the following material respects:

6 a. Respondent failed to obtain the operator's authorization for the repair of the wire
7 leading to the number one fuel injector on the Bureau's 1992 Chevrolet Cavalier.

8 b. Respondent documented on the final invoice that on January 24, 2011, the operator
9 had authorized additional repairs on the Bureau's 1992 Chevrolet Cavalier, but failed to identify
10 or specify the actual repairs that were authorized.

11 **TENTH CAUSE FOR DISCIPLINE**

12 **(Violations of Regulations)**

13 41. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
14 subdivision (a)(6), in that Respondent failed to comply with Regulation 3356, subdivision
15 (a)(2)(B), in a material respect, as follows: Respondent failed to list, describe, or identify on the
16 final invoice each part supplied on the Bureau's 1992 Chevrolet Cavalier, specifically, the
17 replacement of the coolant temperature sensor.

18 **CONSUMER COMPLAINT (CORTEZ): 2003 DODGE RAM PICKUP**

19 42. Juan Cortez ("Cortez") is the owner of a 2003 Dodge Ram pickup. Cortez had been
20 told that the vehicle needed engine work, so he decided to look for an engine rebuilding/repair
21 facility. Cortez called Respondent's facility after seeing their advertisement in the "White Sheet"
22 classified ads. Cortez asked a male individual who answered the phone if their advertised price
23 for an engine rebuild on a 2003 Dodge Ram pickup with a 4.7 liter engine was \$1,495, and
24 whether the engine rebuild came with a 6 year warranty. The individual told Cortez that the total
25 cost for the rebuild would be \$1,495.

26 43. On or about February 26, 2010, Cortez took the vehicle to Respondent's facility.
27 Cortez wrote his name and address on a form, signed the form, and paid a \$500 deposit toward
28 the repairs. The following day, Cortez received a call from the facility, informing him that the

1 engine was in bad shape and needed "a lot of new parts" in order to be covered under the 6 year
2 warranty, and that the engine rebuild would now cost \$3,000. Cortez told the facility that he
3 could not afford \$3,000 and asked whether they would lower the price to \$2,500. Later, the
4 facility agreed to perform the work for \$2,500.

5 44. On or about March 4, 2010, Cortez went to the facility to retrieve the vehicle. The
6 facility told Cortez that the engine rebuild was covered by a 6 year warranty and that he needed to
7 return the vehicle for a 1,000 mile oil change in order to protect the warranty. Cortez paid the
8 remaining balance due on the repairs (approximately \$2,000) and received a copy of Invoice
9 #001203. Later, as Cortez was driving the vehicle home, the engine started to get hot. Cortez
10 called the facility and reported the problem. The facility told Cortez that he should watch the
11 temperature gauge and make sure that it did not get "into the red".

12 45. Approximately three days later, Cortez returned the vehicle to the facility due to an
13 oil leak. The facility repaired the oil leak, but did not provide Cortez with an estimate or invoice
14 for the warranty repair. Later, Cortez called the facility and reported that the engine was still
15 overheating. Cortez was instructed to bring the vehicle back to have it rechecked. After Cortez
16 returned the vehicle to the facility, he was informed that the engine had overheated due to a
17 broken fan shroud. The facility charged Cortez \$90 to replace the fan shroud and provided him
18 with an invoice. Later, Cortez continued having problems with the vehicle. The engine was still
19 running hot, and Cortez had to add coolant to the vehicle about once every two weeks to keep it
20 from overheating. Cortez returned the vehicle to the facility for the required 1,000 mile oil
21 change, but did not receive an estimate or invoice for the service. Cortez still had problems with
22 the vehicle, requiring him to put water and coolant into the engine every month. In or about
23 March 2011, Cortez filed a complaint with the Bureau.

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1 **CONSUMER COMPLAINT (GOODWINE): 1991 CHEVROLET PICKUP TRUCK**

2 48. Gene Goodwine (“Goodwine”) took his son’s 1991 Chevrolet pickup truck to a
3 mechanic due to a noise in the engine. The mechanic informed Goodwine that the engine needed
4 to be rebuilt. Goodwine asked his friend, John Aguilar (“Aguilar”), a mechanic, if he could
5 perform the work. Aguilar told Goodwine that he was too busy, but would help Goodwine find
6 an engine rebuilding/repair facility. Aguilar found Respondent’s advertisement in the “Green
7 Sheet”. Later, Aguilar told Goodwine that he called Respondent’s facility and spoke with
8 “Nathan” about the rebuilding of the engine. Aguilar told Nathan that the engine was a 350
9 Chevrolet V8 engine, and that it was knocking and probably had a bad connecting rod. Nathan
10 told Aguilar that he normally rebuilds 350 Chevrolet V8 engines for \$895, but because of the
11 connecting rod problem, they would rebuild the engine for \$1,195.

12 49. On or about May 27, 2011, Goodwine called Respondent’s facility and spoke with
13 Nathan. Goodwine told Nathan that his friend had previously called and asked about the cost of
14 rebuilding the engine on the 1991 Chevrolet pickup truck, and that Goodwine wanted to confirm
15 the price of the rebuild. Nathan told Goodwine that he had, in fact, given his friend an estimated
16 price of \$1,195 for the engine rebuild.

17 50. On or about June 3, 2011, Goodwine had the vehicle towed to the facility. Later,
18 Goodwine went to the facility, signed and received a copy of a written estimate, and paid the
19 facility a deposit of \$600.

20 51. On or about June 7, 2011, Goodwine called the facility and spoke with Respondent’s
21 employee, “Sam”. Sam informed Goodwine that the estimated cost for the engine rebuild had
22 increased to \$3,340. Goodwine explained that he had previously been given a cost of \$1,195 for
23 the work. Goodwine asked Sam what the costs were on the vehicle at that point; i.e., the cost for
24 the disassembly of the engine. Sam stated that the charges were \$597. Goodwine indicated that
25 he would get back with Sam on the proposed work.

26 52. A couple of days later, Respondent’s employee, “Frank”, called Goodwine and
27 informed him that he needed to make a decision regarding the engine rebuild. Goodwine told
28 Frank that the facility had previously given him an estimate price of \$1,195 for the work. Frank

1 offered to lower the price for the engine rebuild to \$2,400. Goodwine asked Frank if the \$2,400
2 cost included the \$600 deposit. Frank said, "No." Frank told Goodwine that he needed to make a
3 decision regarding the proposed repairs or the facility would start charging him a storage fee of
4 \$69 per day. A few days later, Goodwine called the facility and told Frank that he would pick up
5 the vehicle the next morning. Frank told Goodwine that they would put all of the parts from the
6 engine in the bed of the truck. Goodwine called a towing company and had them pick up the
7 vehicle from the facility. Once the vehicle was on the tow truck, Goodwine went with Sam into
8 the office. Goodwine signed and received a copy of an invoice, then left the facility.

9 **THIRTEENTH CAUSE FOR DISCIPLINE**

10 **(Untrue or Misleading Statements)**

11 53. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
12 subdivision (a)(1), in that Respondent made or authorized a statement which he knew or in the
13 exercise of reasonable care should have known to be untrue or misleading, as follows:
14 Respondent's agent, employee, and/or representative, Nathan, represented to Goodwine that the
15 price for the engine rebuild on the 1991 Chevrolet pickup truck would be \$1,195 when Nathan
16 knew, or should have known, that the facility would have to tear down and inspect the engine first
17 prior to giving Goodwine an accurate estimate price for the engine rebuild, or that the engine may
18 need additional parts and labor at an additional cost depending upon its condition. Later, after
19 Goodwine authorized the \$1,195 price and the engine was disassembled, he was given a price of
20 \$3,340 for the engine rebuild.

21 **FOURTEENTH CAUSE FOR DISCIPLINE**

22 **(Failure to Record Repairs Requested by the Customer)**

23 54. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
24 subdivision (a)(2), in that Respondent caused or allowed Goodwine to sign the written estimate
25 which did not state the repairs requested by Goodwine, the rebuilding of the engine on the 1991
26 Chevrolet pickup truck.

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28 ///

1 **OTHER MATTERS**

2 55. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,
3 or place on probation the registration for all places of business operated in this state by
4 Respondent Haitham A. Issa, owner of Pride Engine Rebuilders & Machine Shop, upon a finding
5 that Respondent has, or is, engaged in a course of repeated and willful violations of the laws and
6 regulations pertaining to an automotive repair dealer.

7 **PRAYER**

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

- 10 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
11 259583, issued to Haitham A. Issa, owner of Pride Engine Rebuilders & Machine Shop;
- 12 2. Revoking or suspending any other automotive repair dealer registration issued to
13 Haitham A. Issa;
- 14 3. Ordering Haitham A. Issa, owner of Pride Engine Rebuilders & Machine Shop, to pay
15 the Director of Consumer Affairs the reasonable costs of the investigation and enforcement of this
16 case, pursuant to Business and Professions Code section 125.3;
- 17 4. Taking such other and further action as deemed necessary and proper.

18
19 DATED: _____

12/29/11

sherry mehl by Sherry Mehl

20 SHERRY MEHL
21 Chief
22 Bureau of Automotive Repair
23 Department of Consumer Affairs
24 State of California
25 Complainant
26
27
28

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