

1 KAMALA D. HARRIS
Attorney General of California
2 JANICE K. LACHMAN
Supervising Deputy Attorney General
3 KRISTINA T. JANSEN
Deputy Attorney General
4 State Bar No. 258229
1300 I Street, Suite 125
5 P.O. Box 944255
Sacramento, CA 94244-2550
6 Telephone: (916) 324-5403
Facsimile: (916) 327-8643
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. 77/15-17

13 **A ONE QUALITY TIRES & AUTO
REPAIR**

A C C U S A T I O N

14 **IMRAN ASHRAF, OWNER**
4444 Franklin Boulevard, Unit A
15 Sacramento, California 95820

16 **Automotive Repair Dealer Registration No.
ARD 261644**

17 Respondent.

18
19 Patrick Dorais ("Complainant") alleges:

20 **PARTIES**

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

23 2. On or about April 20, 2010, the Bureau issued Automotive Repair Dealer Registration
24 Number ARD 261644 to Imran Ashraf ("Respondent"), as owner of A One Quality Auto Repairs
25 & Tires. On or about March 8, 2010, the business name was changed to A One Quality Tires &
26 Auto Repair. The automotive repair dealer registration was in full force and effect at all times
27 relevant to the charges brought herein and will expire on March 31, 2015, unless renewed.

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6. Code section 9884.8 states:

All work done by an automotive repair dealer, including all warranty work, shall be recorded on an invoice and shall describe all service work done and parts supplied. Service work and parts shall be listed separately on the invoice, which shall also state separately the subtotal prices for service work and for parts, not including sales tax, and shall state separately the sales tax, if any, applicable to each. If any used, rebuilt, or reconditioned parts are supplied, the invoice shall clearly state that fact. If a part of a component system is composed of new and used, rebuilt or reconditioned parts, that invoice shall clearly state that fact. The invoice shall include a statement indicating whether any crash parts are original equipment manufacturer crash parts or nonoriginal equipment manufacturer aftermarket crash parts. One copy of the invoice shall be given to the customer and one copy shall be retained by the automotive repair dealer.

7. Code section 9884.9, states, in pertinent part:

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

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

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

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

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

(signature or initials)"

///
///

1 8. California Code of Regulations, title 16 (“Regulation”), section 3356, states, in
2 pertinent part:

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

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

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

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

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

13 (C) The subtotal price for all service and repair work performed.

14 (D) The subtotal price for all parts supplied, not including sales tax.

15 COST RECOVERY

16 9. Code section 125.3 provides, in pertinent part, that the Board may request the
17 administrative law judge to direct a licentiate found to have committed a violation or violations of
18 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
19 enforcement of the case, with failure of the licentiate to comply subjecting the license to not being
20 renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be
21 included in a stipulated settlement.

22 UNDERCOVER OPERATION #1

23 10. On or about January 7, 2014, a Bureau undercover operator using an alias (the
24 “operator”) took a Bureau-documented 2003 Buick (the “Vehicle”) to Respondent’s facility. The
25 operator told Respondent he wanted a tire repaired and to know why the check engine light was
26 lit. Respondent told the operator that he would telephone him regarding the check engine light
27 after his mechanic came in. Respondent did not give the operator an estimate. Respondent later
28 telephoned the operator and told him the Vehicle needed a “full” tune-up, and that the spark plug

1 wires and a motor mount needed to be replaced. He said the total was \$650, including parts and
2 labor. The operator authorized the recommended repairs over the telephone.

3 11. On or about January 8, 2014, Respondent informed the operator over the telephone
4 that the fuel injector needed to be replaced, and that he would charge \$120, the cost of the part
5 only. Respondent told the operator the total for repairs for the vehicle would be \$770.

6 12. The operator returned to Respondent's facility that same day to retrieve the Vehicle.
7 The operator paid Respondent \$770 cash and signed an invoice dated January 8, 2014 (the
8 "Invoice). The Invoice specified replacement of the Vehicle's MAF sensor (mass air flow sensor),
9 a "full tune up, oil filter + spark plugs + motor oil", a motor mount, and a fuel injector, for \$770
10 total. Respondent gave the operator a copy of the Invoice.

11 13. On or about January 8, 2014, the Bureau inspected the Vehicle by comparing
12 Respondent's Invoice to work performed by Respondent and found that Respondent performed
13 repairs as invoiced. However, the only repair needed was replacement of a number five fuel
14 injector. The motor mount met vehicle manufacturer guidelines and did not need to be replaced.

15 **FIRST CAUSE FOR DISCIPLINE**

16 **(Untrue or Misleading Statements)**

17 14. Respondent's registration is subject to discipline under Code section 9884.7(a)(1), in
18 that regarding the Bureau's 2003 Buick, Respondent made or authorized statements that he knew
19 or in the exercise of reasonable care should have known to be untrue or misleading as follows:

20 a. Respondent represented to the operator that the 2003 Buick needed a full tune-up
21 when, in fact, it did not.

22 b. Respondent represented to the operator that a motor mount needed to be replaced
23 when, in fact, it did not.

24 c. Respondent represented to the operator on his Invoice dated January 8, 2014, that the
25 spark plugs, spark plug wires, fuel filter, air filter element and mass airflow sensor needed to be
26 replaced. In fact, those parts did not need to be replaced.

27 ///

28 ///

1 **FIFTH CAUSE FOR DISCIPLINE**

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

3 18. Respondent's registration is subject to discipline under Code section 9884.7(a)(6), in
4 that as regards the Bureau's 2003 Buick, Respondent failed to materially comply with
5 Regulations, as follows:

6 a. **Section 3356(a)(1):** Respondent failed to set forth his automotive repair dealer
7 registration number on his Invoice dated January 8, 2014.

8 b. **Section 3356(a)(2)(B):** Respondent failed to describe on his Invoice dated January 8,
9 2014, for each part provided whether that part was new, used, reconditioned, or rebuilt.

10 c. **Section 3356(a)(1):** The name on Respondent's Invoice dated January 8, 2014, is:
11 "A1 Quality Tires, Auto Repair & Auto Glass". The owner is "Imran Chaudhry". The dealer's
12 firm name on the State registration certificate as an automotive repair dealer is: "A One Quality
13 Tires & Auto Repair"; and, the owner's name on the registration certificate is: "Imran Ashraf".

14 **UNDERCOVER OPERATION #2**

15 19. On or about March 20, 2014, a Bureau undercover operator using an alias (the
16 "operator") took a Bureau-documented 1999 Pontiac (the "Vehicle") to Respondent's facility.
17 The operator told Respondent's employee, "Lua", that the Vehicle engine was running rough and
18 he wanted it diagnosed. Lua told the operator that he would telephone him after Respondent's
19 mechanic came in and had the operator write his name and address on a blank estimate. The
20 operator was not given a copy of an estimate. Lua telephoned the operator later and told him the
21 Vehicle's vacuum line needed replacement, for \$120 total, which the operator authorized.

22 20. The operator returned to Respondent's facility that same day to retrieve the Vehicle.
23 The operator paid Respondent \$120 cash. Respondent did not give the operator an invoice and the
24 operator left Respondent's facility. The operator returned and asked for an invoice. Respondent
25 then generated an invoice dated March 20, 2014, for \$120 total (the "Invoice"), which specified
26 "clean AGR", "clean IAC valves", and "Ply Dass volvoes hose".

27 ///

28 ///

1 said it was thrown out. Respondent provided M.R. with an invoice dated June 19, 2013 (the
2 "Invoice"). M.R. signed the Invoice and Respondent gave her a copy.

3 28. On or about August 19, 2013, M.R. caused a complaint to be filed with the Bureau
4 against Respondent. On or about August 28, 2013, a Bureau investigator cleaned accumulated
5 grease from the engine block plate on the Kia and saw that the vehicle identification number
6 (VID) thereon matched the numbers on the firewall in the engine compartment and on the plate at
7 the corner of the left front windshield. He determined that the engine had not been replaced.

8 29. On or about September 6, 2013, Respondent told a Bureau investigator that he
9 installed a used engine in the Kia. The investigator requested that Respondent make available for
10 inspection all documentation related to Respondent's work on the Kia. On or about September 11,
11 2013, Respondent provided the Bureau investigator with three receipts: one that matched the
12 June 11, 2013, receipt for the \$500 deposit given to M.R. for the Kia; another that matched the
13 Invoice received by M.R. on June 19, 2013; and, a third (more legible) receipt dated June 11,
14 2013, documenting M.R.'s \$500 deposit, which states, *inter alia*, "used engine". Respondent
15 failed to produce a receipt for the used engine he allegedly purchased and installed in M.R.'s Kia.

16 **TENTH CAUSE FOR DISCIPLINE**

17 **(Untrue or Misleading Statements)**

18 30. Respondent's registration is subject to discipline under Code section 9884.7(a)(1), in
19 that as regards M.R.'s 2002 Kia, Respondent made or authorized statements that he knew or in
20 the exercise of reasonable care should have known to be untrue or misleading as follows:

21 a. On or about June 8, 2013, Respondent represented to M.R., through her
22 representative, A.M., that the 2002 Kia engine needed to be replaced when, in fact, it did not.

23 b. Respondent's receipt for M.R.'s \$500 cash deposit, dated June 11, 2013, states, "used
24 engine". In fact, Respondent never installed a used engine in M.R.'s vehicle.

25 c. Respondent represented to M.R., A.M., and a Bureau investigator that the engine had
26 been replaced, as set forth in paragraphs 26, 27, and 29, above. In fact, it was not replaced.

27 ///

28 ///

1 a. **Section 3356(a)(1):** Respondent failed to set forth his automotive repair dealer
2 registration number on his Invoice dated June 19, 2013.

3 b. **Section 3356(a)(2)(B):** Respondent failed on his Invoice dated June 19, 2013, to
4 describe for each part provided whether that part was new, used, reconditioned, or rebuilt.

5 c. **Section 3356(a)(1):** The name on Respondent's Invoice dated June 19, 2013, is: "A1
6 Quality Tires, Auto Repair & Auto Glass". The owner is "Imran Chaudhry". However, the
7 dealer's firm name as it appears on the State registration certificate as an automotive repair dealer
8 is: "A One Quality Tires & Auto Repair"; and, the owner's name on the registration certificate is:
9 "Imran Ashraf".

10 **OTHER MATTERS**

11 35. Pursuant to Code section 9884.7(c), the Director may suspend, revoke, or place on
12 probation the registration for all places of business operated in this state by Respondent Imran
13 Ashraf, owner of A One Quality Tires & Auto Repair, upon a finding that Respondent has, or is,
14 engaged in a course of repeated and willful violations of the laws and regulations pertaining to an
15 automotive repair dealer.

16 **PRAYER**

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

19 1. Revoking or suspending Automotive Repair Dealer Registration Number
20 ARD 261644, issued to Imran Ashraf, owner of A One Quality Tires & Auto Repair;

21 2. Revoking or suspending any other automotive repair dealer registration issued to
22 Imran Ashraf;

23 3. Ordering Imran Ashraf to pay the Director of Consumer Affairs the reasonable costs
24 of the investigation and enforcement of this case, pursuant to Business and Professions Code
25 section 125.3; and,

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED: September 15, 2014 

PATRICK DORAIS
Chief
Bureau of Automotive Repair
Department of Consumer Affairs
State of California
Complainant

SA2014116787
11410458.doc