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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. 77109-32

12 **PURRFECT AUTO SERVICE #3**
13 **MUHAMMAD ULLAH, OWNER**
14 **621 E. Arrow Highway**
Pomona, CA 91767
15 **Automotive Repair Dealer Reg. No. ARD 236824**
Smog Check Station License No. RC 236824

A C C U S A T I O N

16 Respondent.

17
18 Complainant alleges:

19 **PARTIES**

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

22 2. On or about January 4, 2005, the Director of Consumer Affairs ("Director") issued
23 Automotive Repair Dealer Registration Number ARD 236824 to Muhammad Ullah
24 ("Respondent"), owner of Purrfect Auto Service #3. Respondent's automotive repair dealer
25 registration was in full force and effect at all times relevant to the charges brought herein and will
26 expire on December 31, 2010, unless renewed.

27 3. On or about January 10, 2005, the Director issued Smog Check Station License
28 Number RC 236824 to Respondent. Respondent's smog check station license was in full force

1 and effect at all times relevant to the charges brought herein and will expire on December 31,
2 2010, unless renewed.

3 **JURISDICTION**

4 4. Business and Professions Code ("Bus. & Prof. Code") section 9884.7 provides that
5 the Director may invalidate an automotive repair dealer registration.

6 5. Bus. & Prof. Code section 9884.13 provides, in pertinent part, that the expiration of a
7 valid registration shall not deprive the Director of jurisdiction to proceed with a disciplinary
8 proceeding against an automotive repair dealer or to render a decision invalidating a registration
9 temporarily or permanently.

10 6. Health and Safety Code ("Health & Saf. Code") section 44002 provides, in pertinent
11 part, that the Director has all the powers and authority granted under the Automotive Repair Act
12 for enforcing the Motor Vehicle Inspection Program.

13 7. Health & Saf. Code section 44072.6 provides, in pertinent part, that the expiration or
14 suspension of a license by operation of law, or by order or decision of the Director of Consumer
15 Affairs, or a court of law, or the voluntary surrender of the license shall not deprive the Director
16 of jurisdiction to proceed with disciplinary action.

17 **STATUTORY AND REGULATORY PROVISIONS**

18 8. Bus. & Prof. Code section 9884.7 states, in pertinent part:

19 (a) The director, where the automotive repair dealer cannot show there
20 was a bona fide error, may refuse to validate, or may invalidate temporarily or
21 permanently, the registration of an automotive repair dealer for any of the following
22 acts or omissions related to the conduct of the business of the automotive repair
23 dealer, which are done by the automotive repair dealer or any automotive technician,
24 employee, partner, officer, or member of the automotive repair dealer.

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

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

27 (4) Any other conduct which constitutes fraud.

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

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

4 9. Bus. & Prof. Code section 9884.7, subdivision (c), states, in pertinent part, that the
5 Director may refuse to validate, or may invalidate temporarily or permanently, the registration for
6 all places of business operated in this state by an automotive repair dealer upon a finding that the
7 automotive repair dealer has, or is, engaged in a course of repeated and willful violations of the
8 laws and regulations pertaining to an automotive repair dealer.

9 10. Bus. & Prof. Code section 9884.9, subdivision (a), states, in pertinent part:

10 The automotive repair dealer shall give to the customer a written
11 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
12 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
13 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
14 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
15 may specify in regulation the procedures to be followed by an automotive repair
dealer when an authorization or consent for an increase in the original estimated price
16 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
17 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 . . .

18 11. Bus. & Prof. Code section 22, subdivision (a), states:

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

22 12. Bus. & Prof. Code section 477, subdivision (b), states, in pertinent part, that a
23 "license" includes "registration" and "certificate."

24 13. Health & Saf. Code section 44072.2 states, in pertinent part:

25 The director may suspend, revoke, or take other disciplinary action
26 against a license as provided in this article if the licensee, or any partner, officer, or
director thereof, does any of the following:

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1 (d) Commits any act involving dishonesty, fraud, or deceit whereby
another is injured . . .

2 14. Health & Saf. Code section 44072.8 states that when a license has been revoked or
3 suspended following a hearing under this article, any additional license issued under this chapter
4 in the name of the licensee may be likewise revoked or suspended by the director.

5 15. California Code of Regulations, title 16, section (“Regulation”) 3372 states:

6 In determining whether any advertisement, statement, or representation is
7 false or misleading, it shall be considered in its entirety as it would be read or heard
8 by persons to whom it is designed to appeal. An advertisement, statement, or
representation shall be considered to be false or misleading if it tends to deceive the
public or impose upon credulous or ignorant persons.

9 16. Regulation 3373 states:

10 No automotive repair dealer or individual in charge shall, in filling out an
11 estimate, invoice, or work order, or record required to be maintained by section
12 3340.15(f) of this chapter, withhold therefrom or insert therein any statement or
13 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.

14 COST RECOVERY

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

19 UNDERCOVER OPERATION #1: 1986 CHEVROLET MONTE CARLO

20 18. On December 10, 2008, an undercover operator with the Bureau (hereinafter
21 “operator”) took the Bureau’s 1986 Chevrolet Monte Carlo to Respondent’s facility. The number
22 3 spark plug on the Bureau-documented vehicle was defective and the front brake pads were
23 machined to near minimum thickness specifications. The operator told Respondent’s employee,
24 “Mohammad”, that the vehicle’s engine was running rough. Mohammad had the operator sign a
25 form, which appeared to be a written estimate, but did not give her a copy. Mohammad told the
26 operator that he would let her know later what repairs were needed on the vehicle. The operator
27 asked Mohammad and another employee, “Richard”, to inspect the vehicle’s brakes, then left the
28 facility.

1 19. At approximately 1033 hours, the operator called the facility and spoke with Richard.
2 Richard told the operator that the vehicle needed a “major tune-up”, that the number 2 cylinder
3 had a broken wire and a bad spark plug, and that all of the other spark plugs were corroded.
4 Richard stated that the vehicle also needed a new (distributor) cap and rotor and spark plug wires
5 at a total cost of \$270, plus tax.

6 20. At approximately 1200 hours, the operator called the facility. Mohammad told the
7 operator that the engine valve cover was leaking oil and that both valve cover gaskets would have
8 to be replaced for \$189.95. The operator asked Mohammad if she could wait until after
9 Christmas to have the gaskets replaced. Mohammad told the operator that she should not wait
10 and offered to perform a free oil change on the vehicle if she authorized him to replace the
11 gaskets. The operator stated that she needed to speak with her husband first, but would call
12 Mohammad back. About 20 minutes later, the operator called Mohammad and told him that her
13 husband wanted to know about the brakes before any more work was performed on the vehicle.
14 Mohammad stated that he would check the brakes and call her back.

15 21. At approximately 1334 hours, Mohammad called the operator and told her that the
16 front and rear brakes needed replacement and that he could “save” the front rotors and rear drums.
17 When the operator asked Mohammad what he meant by the latter, Mohammad stated that he
18 would machine the rotors and turn the drums and they would be okay, but the pads definitely
19 needed replacement. Mohammad gave the operator three prices for the brake work: \$99 for the
20 “low cost” brakes, \$129 for the “medium” brakes, and \$149 for the lifetime brakes. Mohammad
21 recommended the lifetime brakes because they were only \$40 more and he would guarantee the
22 repair for 12 months with free parts and labor for life. The operator asked Mohammad to review
23 the proposed work with her and the total cost of the repairs. Mohammad stated that he would
24 replace the valve cover gaskets, perform a major tune-up, including the installation of new spark
25 plug wires and distributor cap and rotor, and replace the front and rear brakes for \$762.

26 22. On December 11, 2008, the operator returned to the facility to retrieve the vehicle.
27 Mohammad gave the operator an invoice and told her that the bill totaled \$784.75; however, he
28 was giving her a \$20 discount for a net total of \$765. The operator paid Mohammad \$765 in cash

1 and reminded him about the free oil change. Mohammad stated that he would have it done
2 immediately. After the oil change was completed, the operator left the facility.

3 23. On December 15, 2008, the Bureau inspected the vehicle and found, among other
4 things, that Respondent's facility performed unnecessary repairs on the vehicle.

5 **FIRST CAUSE FOR DISCIPLINE**

6 **(Untrue or Misleading Statements)**

7 24. Respondent is subject to disciplinary action pursuant to Bus. & Prof. Code section
8 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which he knew or in
9 the exercise of reasonable care should have known to be untrue or misleading, as follows:

10 a. Respondent's employee, Richard, represented to the operator that the Bureau's 1986
11 Chevrolet Monte Carlo needed a "major tune-up", that the number 2 cylinder had a broken wire
12 and a bad spark plug, that all of the other spark plugs were corroded, and that the vehicle needed a
13 new distributor cap and rotor and spark plug wires. In fact, the only repair needed to restore the
14 proper running condition of the engine was the replacement of the defective number 3 spark plug.
15 Further, the spark plugs, distributor cap, ignition rotor, and spark plug wires were new, were in
16 good serviceable condition and free of damage or defects (with the exception of the number 3
17 spark plug), and were not in need of replacement at the time the vehicle was taken to
18 Respondent's facility.

19 b. Respondent's employee, Mohammad, represented to the operator that the engine
20 valve cover on the Bureau's 1986 Chevrolet Monte Carlo was leaking oil and that both valve
21 cover gaskets needed replacement. In fact, the valve covers were not leaking and the valve cover
22 gaskets were not in need of replacement at the time the vehicle was taken to Respondent's
23 facility.

24 c. Respondent's employee, Mohammad, represented to the operator that the front and
25 rear brakes on the Bureau's 1986 Chevrolet Monte Carlo needed replacement; and that he could
26 "save" the front rotors and rear drums and they would be okay once they were machined (rotors)
27 and turned (drums). In fact, the only brake repair needed on the vehicle was the replacement of
28 the front brake pads. Further, the rear brake shoes were within manufacturer's specifications,

1 were in good serviceable condition with no visible damage or functional defects, and were not in
2 need of replacement. In addition, the front brake rotors were new and in good serviceable
3 condition, were within manufacturer's specifications for thickness, parallelism, and lateral run
4 out, and were not in need of machining at the time the vehicle was taken to Respondent's facility.

5 d. Respondent represented on the invoice that a recommendation had been made to
6 rebuild the carburetor on the Bureau's 1986 Chevrolet Monte Carlo and that the repair had been
7 declined by the operator. In fact, neither of Respondent's employees, Mohammad or Richard,
8 had discussed the rebuilding of the carburetor with the operator. Further, the carburetor was
9 adjusted to manufacturer specifications, was in good serviceable condition, and was not in need
10 of rebuilding or replacement at the time the vehicle was taken to Respondent's facility.

11 **SECOND CAUSE FOR DISCIPLINE**

12 **(Failure to Provide Customer with Copy of Signed Document)**

13 25. Respondent is subject to disciplinary action pursuant to Bus. & Prof. Code section
14 9884.7, subdivision (a)(3), in that Respondent's employee, Mohammad, failed to provide the
15 operator with a copy of the form, identified in paragraph 18 above, as soon as it was signed by the
16 operator.

17 **THIRD CAUSE FOR DISCIPLINE**

18 **(Fraud)**

19 26. Respondent is subject to disciplinary action pursuant to Bus. & Prof. Code section
20 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:
21 Respondent's employees, Richard and Mohammad, made false or misleading representations to
22 the operator regarding the condition of the Bureau's 1986 Chevrolet Monte Carlo, as set forth in
23 subparagraphs 24 (a) through (c) above, in order to induce the operator to authorize and pay for
24 unnecessary repairs on the vehicle, then sold the operator unnecessary repairs, including the
25 replacement of the spark plug wires, distributor cap and rotor, valve cover gasket, and rear brakes
26 and the machining of the front brake rotors.

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1 addition, the fuel injection system was not in need of flushing as the fuel injectors had been
2 flushed prior to the time the vehicle was taken to Respondent's facility.

3 b. Respondent's employee, Mohammad, represented to the operator that the front brake
4 pads on the Bureau's 2000 Honda Accord had only .018 to .020 inches of lining left on them and
5 needed replacement and that the front brake rotors needed to be turned (machined). In fact, the
6 only brake repair needed on the vehicle was the addition of brake fluid to the master cylinder.
7 Further, the front brake pads were within minimum thickness specifications and were not in need
8 of replacement, and the front brake rotors were within manufacturer's specifications for thickness
9 and lateral run out and were not in need of machining at the time the vehicle was taken to
10 Respondent's facility.

11 **SEVENTH CAUSE FOR DISCIPLINE**

12 **(Failure to Provide Customer with Copy of Signed Document)**

13 35. Respondent is subject to disciplinary action pursuant to Bus. & Prof. Code section
14 9884.7, subdivision (a)(3), in that Respondent's employee, Mohammad, failed to provide the
15 operator with a copy of the form, identified in paragraph 29 above, as soon as it was signed by the
16 operator.

17 **EIGHTH CAUSE FOR DISCIPLINE**

18 **(Fraud)**

19 36. Respondent is subject to disciplinary action pursuant to Bus. & Prof. Code section
20 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:
21 Respondent's employee, Mohammad, made false or misleading representations to the operator
22 regarding the condition of the Bureau's 2000 Honda Accord, as set forth in paragraph 34 above,
23 in order to induce the operator to authorize and pay for unnecessary repairs on the vehicle, then
24 sold the operator unnecessary repairs, including the replacement of the spark plug wires,
25 distributor cap and rotor, and front brake pads, the fuel injection cleaning service, and the
26 machining of the front brake rotors.

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1 **NINTH CAUSE FOR DISCIPLINE**

2 **(Failure to Provide a Written Estimate)**

3 37. Respondent is subject to disciplinary action pursuant to Bus. & Prof. Code section
4 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9, subdivision
5 (a), of that Code in a material respect, as follows: Respondent's employee, Mohammad, failed to
6 provide the operator with a written estimate for parts and labor necessary for a specific job.

7 **UNDERCOVER OPERATION #3: 1999 DODGE STRATUS**

8 38. On April 13, 2009, an undercover operator with the Bureau (hereinafter "operator")
9 took the Bureau's 1999 Dodge Stratus to Respondent's facility. The number 3 spark plug on the
10 Bureau-documented vehicle was defective and the front brake pads were machined to near
11 minimum thickness specifications. When the operator brought the vehicle to a stop, a noise could
12 be heard at the right front of the vehicle. Respondent's employee, Mohammad, told the operator
13 to leave the keys in the vehicle and follow him to the lobby. Mohammad asked another
14 employee, "William", to check the right front brake on the vehicle. The operator told William
15 that the vehicle was running rough, the "check engine" light was on, and the brakes squeaked.
16 The operator called a representative of the Bureau, who was posing as the operator's husband,
17 "Abe", and told him that it would cost \$65 for a diagnosis of the vehicle. The operator then asked
18 William how much it would cost for an oil change. William told the operator that the oil change
19 cost \$20 and that he could call her within an hour. The operator was not given any paperwork on
20 the vehicle, and left the facility.

21 39. At approximately 1025 hours, the operator called the facility and spoke with William.
22 William told the operator that the front brakes on the vehicle needed replacement and that the rear
23 brakes needed to be cleaned and adjusted. William also stated that the spark plugs and spark plug
24 wires needed replacement because the vehicle had been driven about 90,000 miles, the vehicle
25 needed a fuel injection system service, and that the shocks and struts needed replacement due to
26 the age of the vehicle. The operator asked for the price of the brake work, oil change, and
27 replacement of the spark plugs and wires. William stated that he had to recalculate the estimate
28 because the initial estimate included the cost of replacing the shocks and struts. William told the

1 operator that it would cost \$449.17 to perform the brake work, oil change, and replacement of the
2 spark plugs and wires. The operator authorized the repairs on the vehicle, but declined the
3 replacement of the shocks and struts.

4 40. At approximately 1342 hours, the operator returned to the facility to retrieve the
5 vehicle. Mohammad told the operator that she needed to have the shocks and struts replaced as
6 soon as possible. The operator received an invoice and paid \$450 in cash for the repairs.

7 41. On April 14, 2009, the Bureau inspected the vehicle using the invoice for comparison
8 and found that Respondent's facility performed unnecessary repairs and failed to repair the
9 vehicle as invoiced.

10 **TENTH CAUSE FOR DISCIPLINE**

11 **(Untrue or Misleading Statements)**

12 42. Respondent is subject to disciplinary action pursuant to Bus. & Prof. Code section
13 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which he knew or in
14 the exercise of reasonable care should have known to be untrue or misleading, as follows:

15 a. Respondent's employee, William, represented to the operator that the rear brakes on
16 the Bureau's 1999 Dodge Stratus needed to be cleaned and adjusted. In fact, the rear brakes did
17 not need to be adjusted as they are self-adjusting in design and were properly adjusted at the time
18 the vehicle was taken to Respondent's facility.

19 b. Respondent's employee, William, represented to the operator that the spark plugs and
20 spark plug wires on the Bureau's 1999 Dodge Stratus needed replacement because the vehicle had
21 been driven about 90,000 miles. In fact, the only repair needed to restore the proper running
22 condition of the engine was the replacement of the defective number 3 spark plug. Further, the
23 spark plug wires were new, were in good functional condition, and were not in need of
24 replacement at the time the vehicle was taken to Respondent's facility.

25 c. Respondent's employee, William, represented to the operator that the Bureau's 1999
26 Dodge Stratus needed a fuel injection system service. In fact, the fuel injection system was not in
27 need of servicing at the time the vehicle was taken to Respondent's facility.

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1 d. Respondent's employees, Mohammad and William, represented to the operator that
2 the shocks and struts on the Bureau's 1999 Dodge Stratus needed replacement. In fact, the shocks
3 and struts were new, were in good condition and free of damage, defects, or leakage, and were not
4 in need of replacement at the time the vehicle was taken to Respondent's facility.

5 e. Respondent represented on the invoice that the rear brakes on the Bureau's 1999
6 Dodge Stratus had been adjusted. In fact, the rear brakes did not need to be adjusted as they are
7 self-adjusting in design. Further, there was no change in the adjustment of the rear brakes at the
8 time the Bureau inspected the vehicle on April 14, 2009.

9 f. Respondent represented on the invoice that a fuel injection chemical had been
10 installed in the Bureau's 1999 Dodge Stratus. In fact, the fuel injection system had not been
11 cleaned or serviced at the time the Bureau inspected the vehicle on April 14, 2009.

12 **ELEVENTH CAUSE FOR DISCIPLINE**

13 **(Fraud)**

14 43. Respondent is subject to disciplinary action pursuant to Bus. & Prof. Code section
15 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:
16 Respondent's employees, Richard and Mohammad, made false or misleading representations to
17 the operator regarding the condition of the Bureau's 1999 Dodge Stratus, as set forth in
18 subparagraphs 42 (a) through (d) above, in order to induce the operator to authorize and pay for
19 unnecessary repairs on the vehicle, then sold the operator unnecessary repairs, including the
20 cleaning and adjusting of the rear brakes, the replacement of the spark plug wires, and a fuel
21 injection system service.

22 **TWELFTH CAUSE FOR DISCIPLINE**

23 **(Failure to Provide a Written Estimate)**

24 44. Respondent is subject to disciplinary action pursuant to Bus. & Prof. Code section
25 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9, subdivision
26 (a), of that Code in a material respect, as follows: Respondent's employees, Mohammad and
27 William, failed to provide the operator with a written estimate for parts and labor necessary for a
28 specific job.

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5. Ordering Muhammad Ullah, owner of Purrfect Auto Service #3, to pay the Director of Consumer Affairs the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;

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

DATED: 5/27/10



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