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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. 77/25-7419

13 **NAYEBKHIL ENTERPRISES,**
14 **DBA AUTO WORLD OF SACRAMENTO,**
15 **OMER HAMID NAYEBKHIL,**
16 **PRESIDENT/SECRETARY/TREASURER**
5670 Stockton Blvd.
Sacramento, CA 95824

ACCUSATION

17 **Automotive Repair Dealer Registration No.**
18 **ARD 300470**
Smog Check, Test-and-Repair, Station
License No. RC 300470

19 Respondent.

20
21 **PARTIES**

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

24 **Automotive Repair Dealer Registration**

25 2. On or about August 4, 2021, the Bureau issued Automotive Repair Dealer
26 Registration Number ARD 300470 (ARD registration) to Nayebkhil Enterprises, doing business
27 as Auto World of Sacramento, with Omer Hamid Nayebkhil as president, secretary, and treasurer
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1 (Respondent). The Automotive Repair Dealer Registration was in full force and effect at all
2 times relevant to the charges brought herein and expired on August 31, 2025, and has not been
3 renewed.

4 **Smog Check, Test-and-Repair, Station License**

5 3. On or about September 15, 2021, the Bureau issued Smog Check, Test-and-Repair,
6 Station License Number RC 300470 (RC station license) to Respondent. The Smog Check, Test-
7 and-Repair, Station License was due to expire on August 31, 2024, however, was cancelled on
8 July 16, 2024.

9 **JURISDICTION**

10 4. This Accusation is brought before the Bureau under the authority of the following
11 laws. All section references are to the Business and Professions Code (Code) unless otherwise
12 indicated.

13 5. Code section 22 states:

14 “Board” as used in any provisions of this code, refers to the board in which the
15 administration of the provision is vested, and unless otherwise expressly provided, shall include
16 “bureau,” “commission,” “committee,” “department,” “division,” “examining committee,”
17 “program,” and “agency.”

18 6. Code section 118, subdivision (b) states:

19 The suspension, expiration, or forfeiture by operation of law of a license issued
20 by a board in the department, or its suspension, forfeiture, or cancellation by order of
21 the board or by order of a court of law, or its surrender without the written consent of
22 the board, shall not, during any period in which it may be renewed, restored, reissued,
23 or reinstated, deprive the board of its authority to institute or continue a disciplinary
proceeding against the licensee upon any ground provided by law or to enter an order
suspending or revoking the license or otherwise taking disciplinary action against the
licensee on any such ground.

24 7. Section 477 of the Code states:

25 As used in this division:

26 (a) “Board” includes “bureau,” “commission,” “committee,” “department,”
27 “division,” “examining committee,” “program,” and “agency.”

28 (b) “License” includes certificate, registration or other means to engage in a
business or profession regulated by this code.

by the exercise of reasonable care should be known, to be untrue or misleading.

...

(4) Any other conduct that constitutes fraud.

...

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

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

15. Section 9884.9 of the Code states:

(a) The automotive repair dealer shall give to the customer a written estimated price for labor and parts necessary for a specific job, except as provided in subdivision (e). 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, or the posted price specified in subdivision (e), without the oral or written consent of the customer that shall be obtained at some time after it is determined that the estimated or posted price is insufficient and before the work not estimated or posted is done or the parts not estimated or posted are supplied. Written consent or authorization for an increase in the original estimated or posted 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.

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

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

...

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

REGULATORY PROVISIONS

17. California Code of Regulations, title 16 (CCR), section 3353.1, states:

(d) If the customer provides an electronic authorization, the automotive repair dealer shall record the authorization by documenting on the estimate the date, time, name of the person authorizing the repairs, and the telephone number or electronic

1 mail address contacted, if any, or produce this information on documents relating to
2 the authorization that supplement the estimate.

3 18. CCR section 3371, states:

4 No automotive repair dealer shall publish, utter, or make or cause to be published,
5 uttered, or made any false or misleading statement or advertisement which is known to be
6 false or misleading, or which by the exercise of reasonable care should be known to be false
7 or misleading. Advertisements and advertising signs shall clearly show the name and
8 address listed on the automotive repair dealer's State registration certificate.

9 19. CCR section 3373, states:

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

15 20. CCR section 3376 states:

16 All guarantees shall be in writing and a legible copy thereof shall be
17 delivered to the customer with the invoice itemizing the parts, components, and
18 labor represented to be covered by such guarantee. A guarantee shall be deemed
19 false and misleading unless it conspicuously and clearly discloses in writing the
20 following:

21 (a) The nature and extent of the guarantee including a description of all
22 parts, characteristics or properties covered by or excluded from the guarantee, the
23 duration of the guarantee and what must be done by a claimant before the
24 guarantor will fulfill his obligation (such as returning the product and paying
25 service or labor charges).

26 (b) The manner in which the guarantor will perform. The guarantor shall
27 state all conditions and limitations and exactly what the guarantor will do under
28 the guarantee, such as repair, replacement or refund. If the guarantor or recipient
of the guarantee has an option as to what may satisfy the guarantee, this must be
clearly stated. . . .

COST RECOVERY

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

UNDERCOVER OPERATION

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2 22. On and between March 12, 2025, and April 23, 2025, Bureau representative N.M.
3 documented a 2005 Toyota. The only repairs that the vehicle needed were to diagnose and
4 replace the brake fluid level sensor (or brake master cylinder) which was causing the red brake
5 warning light to stay on due to a defective brake fluid level sensor, and an oil change.

6 23. On or about May 13, 2025, a Bureau undercover operator (operator) took the 2005
7 Toyota to Respondent’s facility and requested an oil change and a brake inspection. The operator
8 was not provided with a price or a written estimate and was not asked to sign any documentation.

9 24. That same day, the operator received a text message from Respondent and the
10 message sender identified himself as Omar. Omar requested permission to perform a diagnosis
11 on the brakes and an inspection of fluids for \$99.95, which the operator approved. Later that
12 same day, Omar provided the operator with photographs of an estimate that totaled \$2,108.51.
13 The estimate included brake pads, brake paste, brake cleaner, an oil change with an oil filter, a
14 wheel alignment, replacement of spark plugs, a cabin air filter, an engine air filter, replacement of
15 the water pump, and a drain and fill of cooling system. Omar offered repair financing to perform
16 all these repairs.

17 25. When communicating via text message with the operator, Omar stated installing new
18 brake pads was a “must” and would fix the brake light. Omar encouraged the operator to
19 authorize the recommended repairs and again offered financing on repairs to perform all the work
20 at one time. Omar stated that the cabin filter needed replacement, and the vehicle needed an oil
21 change and alignment as soon as possible. The operator authorized Respondent to replace the
22 brake pads, and to change the oil, cabin filter, and the coolant.

23 26. On or about May 14, 2025, Omar sent the operator a text message stating that the
24 repairs were completed, however, after the repairs were finished, he had rechecked the brake
25 light. The light was still on, the fluid was at max mark, and the brake fluid reservoir float was not
26 reading. Omar stated the float probably had sat at low for too long and was damaged.
27 Furthermore, he advised the operator that the brake master cylinder needed to be replaced with
28 float and the costs would be \$322.88. The cost for labor to replace the cylinder and to float/drain

1 and refill the brake fluid and bleed the brake lines would be \$412.50. The operator approved
2 replacement of the brake master cylinder. Omar stated the new total would be \$1,722.10.

3 27. On or about May 15, 2025, the operator returned to Respondent's facility to retrieve
4 the 2005 Toyota. Omar initially stated the invoice was \$1,800.00. The operator explained to
5 Omar he had been told the total invoice would be \$1,722.10. Omar presented the operator an
6 invoice and the operator reviewed and signed the invoice for the repairs and the payment. The
7 operator paid Omar \$1,720.00.

8 28. Bureau representative N.M. subsequently re-inspected the 2005 Toyota and found
9 that Respondent had replaced the engine coolant, which was not a necessary repair. Respondent
10 had replaced the front and rear brake pads which had been in good working condition, and was
11 not a necessary repair. Additionally, despite the repair facility stating on the invoice that they had
12 applied brake paste and lubricant, no brake pad pastes, or lubricant were found to have been
13 applied. Also, the brake pads were missing their wear indicators. Respondent had also replaced
14 the engine air filter and cabin filter, neither of which had needed to be replaced. Respondent also
15 broke one of the air cleaner housing bolts during replacement of the engine air filter. The only
16 repair necessary to correct the illuminated brake warning lamp was to diagnose and replace the
17 inoperative/defective brake fluid level warning switch. Since the brake fluid level warning switch
18 is sold as a component of the brake master cylinder, an acceptable repair would be to replace the
19 brake master cylinder and bleed the brake system. Respondent performed this repair.

20 29. On or about June 24, 2025, Bureau representative N.M. made a field visit to
21 Respondent and made a written request for records for the 2005 Toyota transaction. A review of
22 the records showed the following: On the initial estimate Respondent did not record the date,
23 time, name of the person authorizing the repairs, and the telephone number. The original estimate
24 stated that the cost was \$958.47 when, in fact, the original estimate had been \$99.95. Respondent
25 also did not disclose the nature and extent of the guarantee, failed to describe the terms and
26 conditions of the guarantee, or how the guarantor would perform the warranty.

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- 1 a. Respondent's invoice stated the "original estimate" was \$958.47 when the
2 original estimate was \$99.95.
- 3 b. Respondent advised the Bureau operator that the brake pads needed to be
4 replaced in order to fix the red brake warning light. In fact, the brake pads were
5 not in need of replacement.
- 6 c. Respondent advised the Bureau operator that the engine air and cabin filters
7 were in need of replacement when in fact they were not in need of replacement.
- 8 d. Respondent advised the Bureau operator that the engine coolant was in need of
9 replacement when in fact it was not in need of replacement.
- 10 e. Respondent's invoice stated brake paste and lubricant was applied, when in fact
11 no brake paste or lubricant was applied.
- 12 f. After repairs on the vehicle were completed and the operator was picking up the
13 vehicle, Respondent told the operator that the total owed was "\$1,800 and
14 something." In fact, Respondent had communicated and was authorized to
15 perform repairs totaling \$1,722.10.

16 **SECOND CAUSE FOR DISCIPLINE**

17 **(Fraud)**

18 32. Respondent's ARD registration is subject to disciplinary action pursuant to Code
19 section 9884.7, subdivision (a)(4), in that Respondent committed acts that constitute fraud when
20 he made false statements and created false records to sell unnecessary repairs, performed those
21 unnecessary repairs, and obtained payment for unnecessary repairs, as set forth above in
22 paragraphs 22 through 30, and as follows:

- 23 a. Respondent replaced brake pads that were not in need of replacement.
- 24 b. Respondent's invoice stated brake paste and lubricant was applied, when in fact
25 no brake paste or lubricant was applied.
- 26 c. Respondent replaced the engine air and cabin filter that were not in need of
27 replacement.
- 28 d. Respondent replaced the engine coolant that was not in need of replacement.

1 **THIRD CAUSE FOR DISCIPLINE**

2 **(Failure to Make Notation of Consent to Increase Price)**

3 33. Respondent's ARD registration is subject to disciplinary action pursuant to Code
4 section 9884.7, subdivision (a)(6), in conjunction with Code section 9884.9, subdivision (a)(1), in
5 that Respondent did not document the authorization to charge in excess of the estimated price on
6 the invoice as set forth above in paragraphs 22 through 30.

7 **FOURTH CAUSE FOR DISCIPLINE**

8 **(Failure to Comply with Estimate and Authorization Requirements)**

9 34. Respondent's ARD registration is subject to disciplinary action pursuant to Code
10 sections 9884.7, subdivision (a)(6), and 9884.9, subdivision (a), in conjunction with CCR, title
11 16, section 3353.1, subdivision (d), in that Respondent failed to record the initial authorization on
12 the estimate, as per authorization requirements, as set forth above in paragraphs 22 through 30.

13 **FIFTH CAUSE FOR DISCIPLINE**

14 **(Willful Departure from or Disregard of Accepted Trade Standards)**

15 35. Respondent's ARD registration is subject to disciplinary action pursuant to Code
16 section 9884.7, subdivision (a)(7), in that it willfully departed from or disregarded accepted trade
17 standards for good and workmanlike repair regarding the 2005 Toyota as set forth above in
18 paragraphs 22 through 30, and as follows:

- 19 a. Respondent failed to follow the manufacturer's specifications for engine
20 coolant mixing to achieve proper freeze protection.
- 21 b. Respondent failed to install brake pad wear indicators.
- 22 c. Respondent broke one of the air cleaner housing bolts during replacement of
23 the engine air filter.

24 **SIXTH CAUSE FOR DISCIPLINE**

25 **(Failure to Comply with Provisions of Guarantees)**

26 36. Respondent's ARD registration is subject to disciplinary action pursuant to Code
27 sections 9884.7, subdivision (a)(6), and CCR section 3376, subdivisions (a) and (b), in that
28 Respondent failed to disclose the nature and extent of the guarantee, failed to describe the terms

1 and conditions of the guarantee, or how the guarantor would perform the warranty, as set forth
2 above in paragraphs 22 through 30.

3 **SEVENTH CAUSE FOR DISCIPLINE**

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

5 37. Respondent’s ARD registration is subject to disciplinary action pursuant to Code
6 sections 9884.7, subdivision (a)(6), in that Respondent failed to comply with the provisions of the
7 Automotive Repair Act, as set forth above in paragraphs 22 through 36.

8 **EIGHTH CAUSE FOR DISCIPLINE**

9 **(Dishonesty, Fraud, or Deceit)**

10 38. Respondent’s RC station license is subject to disciplinary action pursuant to Health &
11 Saf. Code section 44072.2, subdivision (d), in that Respondent committed dishonest, fraudulent
12 or deceitful acts, as set forth above in paragraphs 22 through 32.

13 **MATTERS IN AGGRAVATION**

14 39. To determine the degree of discipline, if any, to be imposed, Complainant alleges as
15 follows: On or about November 4, 2024, the Bureau issued Citation and Order of Abatement
16 Number D2024-1228 to Respondent for violation of Code section 9884.6, subdivision (a)
17 (operating without a valid ARD registration.) The citation became effective December 5, 2024.

18 40. To determine the degree of discipline, if any, to be imposed, Complainant alleges as
19 follows: The Bureau conducted two office conferences with Respondent owner Omer Hamid
20 Nayebkhil on February 4, 2024, and January 10, 2025, to address a serious pattern of allegations
21 and violations identified through consumer complaint investigations, in an attempt to gain
22 voluntary compliance. The Bureau made multiple recommendations to Respondent, as
23 documented in the office conference reports, about how to comply with the automotive repair act.
24 The Bureau also educated Respondent on the Bureau’s laws and regulations. Respondent was
25 advised that failure to comply could result in disciplinary action.

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1 **OTHER MATTERS**

2 41. Pursuant to Code section 9884.7, subdivision (c), the director may invalidate
3 temporarily or permanently or refuse to validate, the registrations for all places of business
4 operated in this state issued to Nayebkhil Enterprises, doing business as Auto World of
5 Sacramento, with Omer Hamid Nayebkhil as president, secretary, and treasurer, upon a finding
6 that it has, or is, engaged in a course of repeated and willful violations of the laws and regulations
7 pertaining to an automotive repair dealer.

8 42. Pursuant to Health & Saf. Code section 44072.8, if RC station license number RC
9 300470, issued to Nayebkhil Enterprises, doing business as Auto World of Sacramento, with
10 Omer Hamid Nayebkhil as president, secretary, and treasurer, is revoked or suspended, any
11 additional license issued under Chapter 5 of Part 5 of Division 26 of the Health and Safety Code
12 in the name of said licensee may be likewise revoked or suspended by the director.

13 **PRAYER**

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

17 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
18 300470, issued to Nayebkhil Enterprises, doing business as Auto World of Sacramento, with
19 Omer Hamid Nayebkhil as president, secretary, and treasurer;

20 2. Revoking or suspending any other Automotive Repair Dealer Registration issued to
21 Nayebkhil Enterprises;

22 3. Revoking or suspending Smog Check Test-and-Repair Station License Number RC
23 300470, issued to Nayebkhil Enterprises, doing business as Auto World of Sacramento, with
24 Omer Hamid Nayebkhil as president, secretary, and treasurer;

25 4. Revoking or suspending any additional license issued under Chapter 5 of Part 5 of
26 Division 26 of the Health and Safety Code, in the name of Nayebkhil Enterprises;

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- 5. Ordering Omer Hamid Nayebkhil to pay the Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3 and if placed on probation, the costs of probation monitoring; and,
- 6. Taking such other and further action as deemed necessary and proper.

DATED: As of Digital Signature Date

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

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