

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

In the Matter of the Accusation Against:

**GULLALY AZIZI, OWNER, DOING
BUSINESS AS ECONO LUBE**

31700 Casino Drive
Lake Elsinore, CA 92530

Automotive Repair Dealer Registration
No. ARD 257121

and

**GULLALY AZIZI, OWNER, DOING
BUSINESS AS ECONO LUBE MEINEKE
CAR CARE CENTER**

195 N. McKinley Street
Corona, CA 92879

Automotive Repair Dealer Registration
No. ARD 248875

Respondent.

Case No. 77/14-35

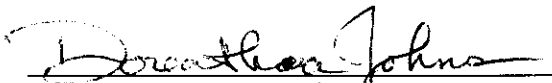
OAH No. 2014040354

DECISION

The attached Stipulation for Revocation of License and 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 October 17, 2014.

DATED: September 29, 2014


DOREATHEA JOHNSON
Deputy Director, Legal Affairs
Department of Consumer Affairs

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

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

12 In the Matter of the Accusation Against:
13 **GULLALY AZIZI, OWNER, DOING**
BUSINESS AS ECONO LUBE
14 **31700 Casino Drive**
Lake Elsinore, CA 92530
15
16 **Automotive Repair Dealer Registration No.**
ARD 257121
17 and
18 **GULLALY AZIZI, OWNER, DOING**
BUSINESS AS ECONO LUBE MEINEKE
19 **CAR CARE CENTER**
20 **195 N. McKinley Street**
Corona, CA 92879
21 **Automotive Repair Dealer Registration No.**
ARD 248875
22
23 Respondent.

Case No. 77/14-35
OAH No. 2014040354
STIPULATED REVOCATION OF
LICENSE AND ORDER

24 In the interest of a prompt and speedy settlement of this matter, consistent with the public
25 interest and the responsibilities of the Director of Consumer Affairs and the Bureau of
26 Automotive Repair the parties hereby agree to the following Stipulated Revocation of License
27 and Disciplinary Order which will be submitted to the Director for the Director's approval and
28 adoption as the final disposition of the First Amended Accusation.

1 PARTIES

2 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair. He
3 brought this action solely in his official capacity and is represented in this matter by Kamala D.
4 Harris, Attorney General of the State of California, by Adrian R. Contreras, Deputy Attorney
5 General.

6 2. Gullaly Azizi, Owner, doing business as Econo Lube, and doing business as Econo
7 Lube Meineke Car Care Center (collectively Respondent) is represented in this proceeding by
8 attorney David H. Ricks, whose address is: 8600 Utica Avenue, Suite 200, Rancho Cucamonga,
9 CA 91730.

10 3. On or about January 13, 2009, the Bureau of Automotive Repair issued Automotive
11 Repair Dealer Registration Number ARD 257121 to Gullaly Azizi, Owner, doing business as
12 Econo Lube. The Automotive Repair Dealer Registration was in full force and effect at all times
13 relevant to the charges brought in this First Amended Accusation, and will expire on December
14 31, 2014, unless renewed.

15 4. On or about January 26 2007, the Bureau of Automotive Repair issued Automotive
16 Repair Dealer Registration Number ARD 248875 to Gullaly Azizi, Owner, doing business as
17 Econo Lube Meineke Car Care Center. The Automotive Repair Dealer Registration expired
18 between January 31, 2014, and February 20, 2014. Thereafter, it was renewed and will expire on
19 January 31, 2015, unless renewed.

20 JURISDICTION

21 5. First Amended Accusation No. 77/14-35 was filed before the Director of Consumer
22 Affairs (Director), for the Bureau of Automotive Repair (Bureau), and is currently pending
23 against Respondent. The First Amended Accusation and all other statutorily required documents
24 were properly served on Respondent on May 22, 2014. Respondent timely filed contested the
25 First Amended Accusation. A copy of First Amended Accusation No. 77/14-35 is attached as
26 Exhibit A and incorporated by reference.

27 ///

28 ///

1 ADVISEMENT AND WAIVERS

2 6. Respondent has carefully read, fully discussed with counsel, and understands the
3 charges and allegations in First Amended Accusation No. 77/14-35. Respondent also has
4 carefully read, fully discussed with counsel, and understands the effects of this Stipulated
5 Revocation of License and Order.

6 7. Respondent is fully aware of Respondent's legal rights in this matter, including the
7 right to a hearing on the charges and allegations in the First Amended Accusation; the right to
8 confront and cross-examine the witnesses against Respondent; the right to present evidence and to
9 testify on Respondent's own behalf; the right to the issuance of subpoenas to compel the
10 attendance of witnesses and the production of documents; the right to reconsideration and court
11 review of an adverse decision; and all other rights accorded by the California Administrative
12 Procedure Act and other applicable laws.

13 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
14 every right set forth above.

15 CULPABILITY

16 9. Respondent admits the truth of each and every charge and allegation in First
17 Amended Accusation No. 77/14-35, agrees that cause exists for discipline, and hereby stipulates
18 to the revocation of Respondent's Automotive Repair Dealer Registration No. ARD 257121 and
19 Automotive Repair Dealer Registration No. ARD 248875 for the Bureau's formal acceptance.

20 10. Respondent understands that by signing this stipulation Respondent enables the
21 Director to issue an order accepting the revocation of the Automotive Repair Dealer Registrations
22 without further process.

23 CONTINGENCY

24 11. This stipulation shall be subject to approval by the Director or the Director's designee.
25 Respondent understands and agrees that counsel for Complainant and the staff of the Bureau of
26 Automotive Repair may communicate directly with the Director and staff regarding this
27 stipulation and revocation, without notice to or participation by Respondent or Respondent's
28 counsel. By signing the stipulation, Respondent understands and agrees that he may not

1 withdraw Respondent's agreement or seek to rescind the stipulation prior to the time the Director
2 considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and
3 Order, the Stipulated Revocation and Disciplinary Order shall be of no force or effect, except for
4 this paragraph, it shall be inadmissible in any legal action between the parties, and the Director
5 shall not be disqualified from further action by having considered this matter.

6 12. The parties understand and agree that Portable Document Format (PDF) and facsimile
7 copies of this Stipulated Revocation of License and Order, including PDF and facsimile
8 signatures thereto, shall have the same force and effect as the originals.

9 13. This Stipulated Revocation of License and Order is intended by the parties to be an
10 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
11 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
12 negotiations, and commitments (written or oral). This Stipulated Revocation of License and
13 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
14 writing executed by an authorized representative of each of the parties.

15 14. In consideration of the foregoing admissions and stipulations, the parties agree that
16 the Director may, without further notice or formal proceeding, issue and enter the following
17 Order:

18 **ORDER**

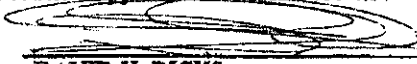
19 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 257121
20 issued to Gullaly Azizi, Owner, doing business as Econo Lube; and Automotive Repair Dealer
21 Registration No. ARD 248875 issued to Gullaly Azizi, Owner, doing business as Econo Lube
22 Meineke Car Care Center, are revoked and accepted by the Director of Consumer Affairs.

23 1. The revocation of Respondent's Automotive Repair Dealer Registrations and the
24 acceptance of the revocation license by the Bureau shall constitute the imposition of discipline
25 against Respondent. This stipulation constitutes a record of the discipline and shall become a part
26 of Respondent's license history with the Bureau of Automotive Repair.

27 2. Respondent shall lose all rights and privileges as an Automotive Repair Dealer in
28 California as of the effective date of the Director's Decision and Order.

1 I have read and fully discussed with Respondent Gullaly Azizi, Owner, dba Econo Lube
2 and Econo Lube Meineke Car Care Center, the terms and conditions and other matters contained
3 in this Stipulated Revocation of License and Order. I approve its form and content.

4 DATED: 9/14/14


DAVID H. RICKS
Attorney for Respondent


6
7 ENDORSEMENT

8 The foregoing Stipulated Revocation of License and Order is hereby respectfully submitted
9 for consideration by the Director of Consumer Affairs.

10 Dated: 9/2/14

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
JAMES M. LEDAKIS
Supervising Deputy Attorney General


ADRIAN R. CONTRERAS
Deputy Attorney General
Attorneys for Complainant

11
12
13
14
15
16
17
18 SD2013706413
19 70922692.doc
20
21
22
23
24
25
26
27
28

Exhibit A

First Amended Accusation No. 77/14-35

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

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

12 In the Matter of the Accusation Against:

Case No. 77/14-35

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

OAH No. 2014040354

FIRST AMENDED
ACCUSATION

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

17 and

18 **ECONO LUBE MEINEKE CAR CARE**
19 **CENTER;**
GULLALY AZIZI, OWNER
20 195 N. McKinley Street
Corona, CA 92879

21 **Automotive Repair Dealer Registration No.**
22 **ARD 248875**

23 Respondents.

24
25 Complainant alleges:

26 ///

27 ///

28 ///

1 **PARTIES**

2 1. Patrick Dorais (Complainant) brings this First Amended Accusation solely in his
3 official capacity as the Chief of the Bureau of Automotive Repair, Department of Consumer
4 Affairs.

5 2. On or about January 13, 2009, the Bureau of Automotive Repair issued Automotive
6 Repair Dealer Registration Number ARD 257121 to Econo Lube, Gullaly Azizi, Owner (Econo
7 Lube). The Automotive Repair Dealer Registration was in full force and effect at all times
8 relevant to the charges brought in this First Amended Accusation, expired on December 31, 2013,
9 and has not been renewed.

10 3. On or about January 26 2007, the Bureau of Automotive Repair issued Automotive
11 Repair Dealer Registration Number ARD 248875 to Econo Lube Meineke Car Care Center,
12 Gullaly Azizi, Owner (Meineke Car Care Center). The Automotive Repair Dealer Registration
13 was in full force and effect at all times relevant to the charges brought in this First Amended
14 Accusation, expired on January 31, 2014, and has not been renewed.

15 **JURISDICTION**

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

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

23 6. Section 9884.22 of the Code states:

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

1 " "

2 **STATUTORY PROVISIONS**

3 7. Section 22 of the Code states:

4 "(a) 'Board' as used in any provisions of this Code, refers to the board in which the
5 administration of the provision is vested, and unless otherwise expressly provided, shall include
6 'bureau,' 'commission,' 'committee,' 'department,' 'division,' 'examining committee,' 'program,' and
7 'agency.'

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

12 8. Section 23.7 of the Code states:

13 "Unless otherwise expressly provided, 'license' means license, certificate, registration, or
14 other means to engage in a business or profession regulated by this code or referred to in Section
15 1000 or 3600."

16 9. Section 9884.6 of the Code states:

17 "(a) It is unlawful for any person to be an automotive repair dealer unless that person has
18 registered in accordance with this chapter and unless that registration is currently valid.

19 " "

20 10. Section 9884.7 of the Code states:

21 "(a) The director, where the automotive repair dealer cannot show there was a bona fide
22 error, may deny, suspend, revoke, or place on probation the registration of an automotive repair
23 dealer for any of the following acts or omissions related to the conduct of the business of the
24 automotive repair dealer, which are done by the automotive repair dealer or any automotive
25 technician, employee, partner, officer, or member of the automotive repair dealer.

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

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

“... ”

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

“(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 his or her duly authorized representative.

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

“... ”

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

11. Section 9884.8 of the Code 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.”

1 12. Section 9884.9 of the Code states:

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

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

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

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

22 _____

23 (signature or initials)"

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

26 "(b) The automotive repair dealer shall include with the written estimated price a statement
27 of any automotive repair service that, if required to be done, will be done by someone other than
28 the dealer or his or her employees. No service shall be done by other than the dealer or his or her

1 employees without the consent of the customer, unless the customer cannot reasonably be
2 notified. The dealer shall be responsible, in any case, for any service in the same manner as if the
3 dealer or his or her employees had done the service.

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

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

19 13. Health and Safety Code section 44016 states:

20 "The department shall, with the cooperation of the state board and after consultation with
21 the motor vehicle manufacturers and representatives of the service industry, research, establish,
22 and update as necessary, specifications and procedures for motor vehicle maintenance and tuneup
23 procedures and for repair of motor vehicle pollution control devices and systems. Licensed repair
24 stations and qualified mechanics shall perform all repairs in accordance with specifications and
25 procedures so established."

26 ///

27 ///

28 ///

1 **REGULATORY PROVISIONS**

2 14. California Code of Regulations, title 16, section 3340.41, states:

3 "...

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

11 "..."

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

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

15 "(a) Estimate for Parts and Labor. Every dealer shall give to each customer a written
16 estimated price for parts and labor for a specific job.

17 "...

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

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

27 "(2) If the authorization from the customer for additional repairs, parts, or labor in excess
28 of the written estimated price is obtained by facsimile transmission (fax), the dealer shall also

1 attach to the work order and the invoice, a faxed document that is signed and dated by the
2 customer and shows the date and time of transmission and describes the additional repairs, parts,
3 labor and the total additional cost.

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

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

12 ". . ."

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

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

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

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

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

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

27 ". . ."

28 ///

1 17. California Code of Regulations, title 16, section 3366, states:

2 “(a) Except as provided in subsection (b) of this section, any automotive repair dealer that
3 advertises or performs, directly or through a sublet contractor, automotive air conditioning work
4 and uses the words service, inspection, diagnosis, top off, performance check or any expression or
5 term of like meaning in any form of advertising or on a written estimate or invoice shall include
6 and perform all of the following procedures as part of that air conditioning work:

7 “ . . .

8 “(15) High and low side system operating pressures, as applicable, have been measured and
9 recorded on the final invoice; and,

10 “(16) The center air distribution outlet temperature has been measured and recorded on the
11 final invoice

12 “. . . .”

13 COSTS

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

20 ECONO LUBE

21 FIRST UNDERCOVER OPERATION-JULY 22, 2013

22 19. On or about July 22, 2013, a Bureau undercover operator drove a Bureau-documented
23 1998 GMC to Econo Lube’s facility for repairs. The only repair necessary was replacement of
24 the compressor cycling switch for the air conditioner system. The undercover operator arrived at
25 Econo Lube’s facility and spoke with Jose, Econo Lube’s employee, about the vehicle’s air
26 conditioner not blowing cold air out of the dash. Jose said that his mechanic would diagnose the
27 problem and that Jose would call the undercover operator back. Jose had the undercover operator
28

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

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

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

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

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

27 ///

28 ///

1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Untrue or Misleading Statement)**

3 24. Econo Lube's Registration is subject to disciplinary action under section 9884.7,
4 subdivision (a)(1), in that Econo Lube made or authorized statements which Econo Lube knew or
5 in the exercise of reasonable care should have known to be untrue or misleading. Complainant
6 incorporates by reference the allegations set forth above in paragraphs 19-23. The untrue or
7 misleading statements include the following:

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

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

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

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

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

19 **SECOND CAUSE FOR DISCIPLINE**

20 **(Fraud)**

21 25. Econo Lube's Registration is subject to disciplinary action under Code section
22 9884.7, subdivision (a)(4), in that Econo Lube committed acts which constitute fraud by failing to
23 replace the air conditioning compressor that Econo Lube had been paid to replace. Complainant
24 re-alleges and incorporates by reference the allegations set forth above in paragraphs 19-23.

25 **THIRD CAUSE FOR DISCIPLINE**

26 **(Failure to Provide Estimate)**

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

1 the customer signed it. Complainant re-alleges and incorporates by reference the allegations set
2 forth above in paragraphs 19-23.

3 **FOURTH CAUSE FOR DISCIPLINE**

4 **(False Promise)**

5 27. Econo Lube's Registration is subject to disciplinary action under Code section
6 9884.7, subdivision (a)(8), in that Econo Lube made a false promise of a character likely to
7 influence, persuade, or induce a customer to authorize the repair, service, or maintenance of an
8 automobile. Econo Lube told the undercover operator that the repairs included a four year
9 warranty, when in fact it included only a one year warranty. Econo Lube told the undercover
10 operator that the warranty would be honored at any Meincke store location, when in fact it would
11 be honored only at Econo Lube's facility. Complainant re-alleges and incorporates by reference
12 the allegations set forth above in paragraphs 19-23.

13 **FIFTH CAUSE FOR DISCIPLINE**

14 **(Violation of Invoice Requirements)**

15 28. Econo Lube's Registration is subject to disciplinary action under section Code section
16 9884.8, in that Econo Lube's failed to comply with invoice requirements. Complainant re-alleges
17 and incorporates by reference the allegations set forth above in paragraphs 19-23. The violations
18 include the following:

- 19 a. Econo Lube failed to provide the customer with the invoice.
- 20 b. Econo Lube acted in the capacity of a licensee using the unlicensed name style
21 "Meincke Econo Lube" on the invoice under California Code of Regulations, title 16, section
22 3356, subdivision (a)(1) when the licensed name style was Econo Lube.
- 23 c. Econo Lube failed to state on the invoice as required by California Code of
24 Regulations, title 16, section 3356, subdivision (a)(2)(B) whether the air conditioning compressor
25 was new or rebuilt.

26 ///
27 ///
28 ///

1 **SIXTH CAUSE FOR DISCIPLINE**

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

3 29. Econo Lube's Registration is subject to disciplinary action under section 9884.7,
4 subdivision (a)(6), in that Econo Lube failed in a material respect to comply with the provisions
5 of the Automotive Repair Act or regulations adopted pursuant to it. Complainant re-alleges and
6 incorporates by reference the allegations set forth above in paragraphs 19-23. The violations
7 include the following:

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

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

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

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

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

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

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

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

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

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

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

28

1 need of service or repair. Complainant re-alleges and incorporates by reference the allegations set
2 forth above in paragraphs 30-37.

3 **NINTH CAUSE FOR DISCIPLINE**

4 **(Violation of Invoice Requirements)**

5 40. Econo Lube's Registration is subject to disciplinary action under section Code section
6 9884.8, in that Econo Lube failed to comply with invoice requirements. Complainant re-alleges
7 and incorporates by reference the allegations set forth above in paragraphs 30-37. The violations
8 include the following:

- 9 a. Econo Lube failed to provide the customer with the invoice.
- 10 b. Econo Lube acted in the capacity of a licensee using the unlicensed name style
11 "Mcineke Econo Lube" on the invoice under California Code of Regulations, title 16, section
12 3356, subdivision (a)(1) when the licensed name style was Econo Lube.

13 **TENTH CAUSE FOR DISCIPLINE**

14 **(Failure to Provide Estimate)**

15 41. Econo Lube's Registration is subject to disciplinary action under section 9884.7,
16 subdivision (a)(3), in that Econo Lube did not give the customer a copy of an estimate as soon as
17 the customer signed it. Complainant re-alleges and incorporates by reference the allegations set
18 forth above in paragraphs 30-37.

19 **ELEVENTH CAUSE FOR DISCIPLINE**

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

21 42. Econo Lube's Registration is subject to disciplinary action under section 9884.7,
22 subdivision (a)(7), in that Econo Lube willfully departed from or disregarded accepted trade
23 standards for good and workmanlike repair in a material respect under Health and Safety Code
24 section 44016 and California Code of Regulations, title 16, section 3340.41, subdivision (d).
25 Econo Lube failed to perform repairs, failed to properly reset the readiness monitors by driving
26 the vehicle over 700 miles, and failed to perform the correct procedures to reset the monitors.
27 Complainant re-alleges and incorporates by reference the allegations set forth above in
28 paragraphs 30-37.

1 **CONSUMER COMPLAINT**

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

7 **TWELFTH CAUSE FOR DISCIPLINE**

8 **(Untrue or Misleading Statements)**

9 44. Econo Lube's Registration is subject to disciplinary action under section 9884.7,
10 subdivision (a)(1), in that Econo Lube made or authorized statements, which Econo Lube knew or
11 in the exercise of reasonable care should have known to be untrue or misleading. Econo Lube
12 told Funk that Econo Lube replaced the alternator with a new unit, when in fact it was never
13 replaced. Complainant re-alleges and incorporates by reference the allegations set forth above in
14 paragraph 43.

15 **THIRTEENTH CAUSE FOR DISCIPLINE**

16 **(Fraud)**

17 45. Econo Lube's Registration is subject to disciplinary action under Code section
18 9884.7, subdivision (a)(4), in that Econo Lube committed acts which constitute fraud by
19 representing that Econo Lube replaced the alternator with a rebuilt unit, when in fact it was never
20 replaced. Complainant re-alleges and incorporates by reference the allegations set forth above in
21 paragraph 43.

22 **FOURTEENTH CAUSE FOR DISCIPLINE**

23 **(Violation of Invoice Requirements)**

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

1 **FIFTEENTH CAUSE FOR DISCIPLINE**

2 **(Violation of Estimate Requirements)**

3 47. Econo Lube's Registration is subject to disciplinary action under section Code section
4 9884.9 and California Code of Regulations, title 16, section 3353, subdivision (c), in that Econo
5 Lube failed to document Funk's authorization to replace the alternator. Complainant re-alleges
6 and incorporates by reference the allegations set forth above in paragraph 43.

7 **MEINEKE CAR CARE CENTER**

8 **THIRD UNDERCOVER RUN - JULY 23, 2013**

9 48. On or about July 23, 2013, a Bureau undercover operator drove a Bureau-documented
10 1997 Ford to Meineke Car Care Center's facility. The only introduced malfunction was that the
11 Exhaust Gas Recirculation valve was replaced with a damaged unit that would cause the
12 Malfunction Indicator Lamp to illuminate. The undercover operator arrived and spoke with Joe,
13 Meineke Car Care Center's employee, and asked Joe to check the vehicle for shaking and an
14 illuminated Malfunction Indicator Lamp. Joe asked the undercover operator to sign a repair
15 order, but did not give the undercover operator a copy or any estimate. The undercover operator
16 left the vehicle at the facility.

17 49. Later that day, Joe called the undercover operator. Joe said that they found the
18 Exhaust Gas Recirculation and the idle air control valve needed replacement. Joe said the cost
19 would be \$275.65 plus tax. Joe said the parts needed replacement because the Exhaust Gas
20 Recirculation valve was not opening and the idle air control was bad and needed replacement.
21 The undercover operator authorized the repairs.

22 50. The undercover operator later returned to the facility after receiving notice that the
23 repairs were completed. The undercover operator spoke with an employee named Mickey.
24 Mickey gave the undercover operator a document that said "estimate" on the top and asked the
25 undercover operator to sign it. Although the undercover operator signed it, he never received a
26 copy. The undercover operator asked Mickey if the problems with vehicle had been repaired; she
27 said "yes it should be fixed." The undercover operator paid \$288.79, received an invoice, drove
28 the vehicle out of the facility, and returned it to a Bureau representative.

1 51. A Bureau representative later reinspected the vehicle. The Exhaust Gas Recirculation
2 valve and Idle Air Control motor had been replaced with parts that appeared to be new. The
3 Malfunction Indicator Lamp was off with the engine running. The Idle Air Control motor was
4 replaced unnecessarily because it was previously in good operating condition before arriving at
5 Meineke Car Care Center's facility. Meineke Car Care Center performed an improper diagnostic
6 that did not identify that the Idle Air Control motor was in good operating condition and no
7 diagnostic trouble code for the Idle Air Control motor was present in the vehicle's computer.

8 **SIXTEENTH CAUSE FOR DISCIPLINE**

9 **(Untrue or Misleading Statements)**

10 52. Meineke Car Care Center's Registration is subject to disciplinary action under section
11 9884.7, subdivision (a)(1), in that Meineke Car Care Center made or authorized statements which
12 Meineke Car Care Center knew or in the exercise of reasonable care should have known to be
13 untrue or misleading. Meineke Car Care Center told the undercover operator that replacing the
14 Idle Air Control motor was necessary, when in fact and in truth as Meineke Car Care Center well
15 knew it was in good operating condition and not in need of repair or replacement. Complainant
16 re-alleges and incorporates by reference the allegations set forth above in paragraphs 48-51.

17 **SEVENTEENTH CAUSE FOR DISCIPLINE**

18 **(Fraud)**

19 53. Meineke Car Care Center's Registration is subject to disciplinary action under Code
20 section 9884.7, subdivision (a)(4), in that Meineke Car Care Center committed acts which
21 constitute fraud by representing that replacing the Idle Air Control motor was necessary, when in
22 fact and in truth as Meineke Car Care Center well knew it was in good operating condition and
23 not in need of repair or replacement. Complainant re-alleges and incorporates by reference the
24 allegations set forth above in paragraphs 48-51.

25 **EIGHTEENTH CAUSE FOR DISCIPLINE**

26 **(Violation of Estimate Requirements)**

27 54. Meineke Car Care Center's Registration is subject to disciplinary action under section
28 Code section 9884.9 and California Code of Regulations, title 16, section 3353, subdivision (a), in

1 that Meineke Car Care Center failed to give the undercover operator a written estimate for parts
2 and labor for a specific job. Complainant re-alleges and incorporates by reference the allegations
3 set forth above in paragraphs 48-51.

4 **FOURTH UNDERCOVER RUN – FEBRUARY 13, 2014**

5 55. On or about February 13, 2014, a Bureau undercover operator drove a Bureau-
6 documented 1994 Honda to Meineke Car Care Center's facility. The only introduced
7 malfunction was removing the number 1 spark plug and deliberately shorting it out. The
8 undercover operator arrived and spoke with one of Meineke Car Care Center's employees and
9 asked them to check the vehicle because it was shaking and running poorly. The employee said
10 they would check the vehicle and let the undercover operator know after it was inspected. A
11 technician came into the office and took the keys from the undercover operator and drove the
12 vehicle into the shop. The undercover operator had not signed or received an estimate for a
13 specific job.

14 56. About forty minutes later, the employee recommended the undercover operator that
15 the following services be authorized: replacing the spark plugs, spark plug wires, distributor cap,
16 rotor, and one fuel injector. The undercover operator authorized the services. The employee told
17 the undercover operator that the services would cost \$280.00 plus tax. The undercover operator
18 did not receive an estimate or paperwork of any kind for his signature.

19 57. The undercover operator later received notice that the services were completed. The
20 undercover operator paid Meineke Car Care Center \$292.70. The undercover operator still did
21 not receive an invoice or receipt. One of Meineke Car Care Center's employees returned to the
22 facility with the vehicle. The undercover operator then received an invoice, drove the vehicle out
23 of the facility, and returned it to a Bureau representative.

24 58. A Bureau representative later reinspected the vehicle. The spark plugs, spark plug
25 wires, distributor cap, rotor, and number 1 fuel injection had been replaced with parts that
26 appeared to be new. The spark plug wires, distributor cap, rotor, and number 1 fuel injector were
27 replaced unnecessarily because they were previously in good operating condition before arriving
28

1 at Meineke Car Care Center's facility. The only necessary service was replacing the number 1
2 spark plug.

3 **NINETEENTH CAUSE FOR DISCIPLINE**

4 **(Untrue or Misleading Statements)**

5 59. Meineke Car Care Center's Registration is subject to disciplinary action under section
6 9884.7, subdivision (a)(1), in that Meineke Car Care Center made or authorized statements which
7 Meineke Car Care Center knew or in the exercise of reasonable care should have known to be
8 untrue or misleading. Meineke Car Care Center told the undercover operator that replacing the
9 spark plug wires, distributor cap, rotor, and number 1 fuel injector were necessary, when in fact
10 and in truth as Meineke Car Care Center well knew they were in good operating condition and not
11 in need of repair or replacement. Complainant re-alleges and incorporates by reference the
12 allegations set forth above in paragraphs 55-58.

13 **TWENTIETH CAUSE FOR DISCIPLINE**

14 **(Fraud)**

15 60. Meineke Car Care Center's Registration is subject to disciplinary action under Code
16 section 9884.7, subdivision (a)(4), in that Meineke Car Care Center committed acts which
17 constitute fraud by representing that replacing the spark plug wires, distributor cap, rotor, and
18 number 1 fuel injector were necessary, when in fact and in truth as Meineke Car Care Center well
19 knew they were in good operating condition and not in need of repair or replacement.
20 Complainant re-alleges and incorporates by reference the allegations set forth above in
21 paragraphs 55-58.

22 **TWENTY-FIRST CAUSE FOR DISCIPLINE**

23 **(Violation of Estimate Requirements)**

24 61. Meineke Car Care Center's Registration is subject to disciplinary action under section
25 Code section 9884.9 and California Code of Regulations, title 16, section 3353, subdivision (a), in
26 that Meineke Car Care Center failed to give the undercover operator a written estimate for parts
27 and labor for a specific job. Complainant re-alleges and incorporates by reference the allegations
28 set forth above in paragraphs 55-58.

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

TWENTY-SECOND CAUSE FOR DISCIPLINE

(Delinquent Registration)

62. Meineke Car Care Center's Registration is subject to disciplinary action under section Code Section 9884.6, subdivision (a), in that Meineke Car Care Center did not have a currently valid registration during the fourth undercover run. Complainant re-alleges and incorporates by reference the allegations set forth above in paragraphs 55-58.

OTHER MATTERS

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

PRAYER

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

1. Revoking or suspending Automotive Repair Dealer Registration Number ARD 257121, issued to Econo Lube, Gullaly Azizi, Owner;
2. Revoking or suspending Automotive Repair Dealer Registration Number ARD 248875, issued to Econo Lube Meineke Car Care Center, Gullaly Azizi, Owner;
3. Revoking or suspending the registrations for all places of business operated in this state by Gullaly Azizi;
4. Ordering Gullaly Azizi 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

///
///
///
///

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

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

DATED: May 14, 2014

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

SD2013706413
70870742.docx