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9 **BEFORE THE**  
**DEPARTMENT OF CONSUMER AFFAIRS**  
10 **FOR THE BUREAU OF HOUSEHOLD GOODS AND SERVICES**  
11 **STATE OF CALIFORNIA**

12  
13 In the Matter of the Accusation Against:

Case No. A1 2020 126

14 **REBALLING GENIUS, LLC**  
15 **DBA PS3 SPECIALIST**  
**TECH GENIUS REPAIRS**  
16 **4467 Mission Blvd. Suite B**  
**Montclair, CA 91763**  
17  
18 **6172 Taylor Canyon Place**  
**Rancho Cucamonga, CA 91739**  
19  
20 **Electronic Repair Registration No. E-90754**

**ACCUSATION**

Respondent.

21  
22 **PARTIES**

23 1. Justin Paddock (Complainant) brings this Accusation solely in his official  
24 capacity as the Bureau Chief of the Bureau of Household Goods and Services, Department of  
25 Consumer Affairs.

26 2. On or about January 8, 2016, the Bureau issued Electronic Service Dealer  
27 Registration Number E-90754 to Reballing Genius, LLC, (Respondent), with Khaled Ibrahim as

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1 the member and manager. The license was renewed on January 31, 2017. The license expired on  
2 January 31, 2018. A Citation hold was placed on February 15, 2018. On May 9, 2018, the  
3 Secretary of State suspended Respondent's status as a California Limited Liability Company. On  
4 February 1, 2019, the Franchise Tax Board suspended Respondent's status. The license was  
5 renewed on March 20, 2023. The Citation hold was removed on May 4, 2023, and the license  
6 was invalidly renewed as of that date<sup>1</sup>. The registration was in full force and effect at all times  
7 relevant to the charges brought herein, except as described above, and will expire on  
8 January 31, 2024, unless renewed.

### 9 **JURISDICTION**

10 3. This Accusation is brought before the Director of the Department of Consumer  
11 Affairs (Director) for the Bureau of Household Goods and Services, under the authority of the  
12 following laws. All section references are to the Business and Professions Code (Code) unless  
13 otherwise indicated.

### 14 **STATUTORY PROVISIONS**

15 4. Section 9833 of the Code states:

16 A registrant shall notify the bureau in writing, within 30 days, of any  
17 change to the information provided by the form specified in Section 9830. A  
18 service dealer shall not be required to notify the bureau of employee changes. The  
19 director shall make regulations prescribing the procedure for keeping the  
20 registration information current.

21 5. Section 9840 of the Code states:

22 It shall be unlawful to act as a service dealer without first having registered  
23 in accordance with the provisions of this chapter and unless such registration is  
24 currently valid.

25 6. Section 9841 of the Code states, in pertinent part:

26 (a) The director may deny, suspend, revoke, or place on probation the  
27 registration of a service dealer for any of the following acts or omissions done by  
28 himself or herself or any employee, partner, officer, or member of the service dealer  
and related to the conduct of his or her business:

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<sup>1</sup> "Under Revenue and Tax Code sections 23301 or 23301.5, Respondent lacks the capacity to exercise any powers, rights, and privileges. (See *Timberline, Inc. v. Jaisinghani* (1997) 54 Cal.App.4th 1361, 1365 (discussing policy for suspension of powers, rights, and privileges).)

1 (1) Making or authorizing any statement or advertisement that is untrue  
2 or misleading, and that is known, or which by the exercise of reasonable care  
3 should be known, to be untrue or misleading.

4 (2) Making any false promises of a character likely to influence,  
5 persuade, or induce a customer to authorize the repair, installation, service, or  
6 maintenance of the equipment as specified by this chapter.

7 (3) Any other conduct that constitutes fraud or dishonest dealing.

8 (5) Failure to comply with the provisions of this chapter or any  
9 regulation, rule, or standard established pursuant to this chapter.

10 (b) The director may also deny, or may suspend, revoke, or place on  
11 probation, the registration of a service dealer if the applicant or registrant, as the  
12 case may be, has committed acts or crimes constituting grounds for denial of  
13 licensure under Section 480.

14 7. Section 9855.7 of the Code states, in pertinent part:

15 The director may refuse to validate, or may temporarily or permanently  
16 invalidate the registration of a service contractor for any act, omission, or crime that  
17 is committed by the service contractor or any employee, partner, officer, or agent of  
18 the service contractor for any of the following reasons:

19 (a) Any conduct which constitutes fraud or dishonest dealing.

20 ...

21 (c) Assisting in or abetting the violation of, or conspiring to violate, any  
22 provision of this article, or of regulations adopted under this article"

23 8. Code section 477 states:

24 As used in this division:

25 (a) "Board" includes "bureau," "commission," "committee," "department," "division,"  
26 "examining committee," "program," and "agency."

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

9. Code section 498 states:

A board may revoke, suspend, or otherwise restrict a license on the ground  
that the licensee secured the license by fraud, deceit, or knowing  
misrepresentation of a material fact or by knowingly omitting to state a material  
fact.

10. Code section 118, subdivision (b), provides that the suspension, expiration, or  
forfeiture of a registration issued by the Bureau during any period in which the registration may

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1 be renewed, restored, reissued, or reinstated, deprive the Bureau of its authority to institute or  
2 continue discipline against a licensee.

3 **REGULATORY PROVISIONS**

4 11. California Code of Regulations title 16, Section 2720 states:

5 No service dealer shall, in filling out an estimate or an invoice, withhold  
6 therefrom or insert therein any statement or information where the tendency or effect  
7 thereby is to mislead or deceive customers, prospective customers, or the consuming  
8 public.

9 12. California Code of Regulations title 16, Section 2721 states:

10 Any service dealer, who removes a set or an appliance from a home, home  
11 office, or private motor vehicle or accepts a set or an appliance for repair at his place  
12 of business, shall give to the owner thereof a receipt or claim check in which is stated  
13 all of the following:

14 (a) The name and registration number of the service dealer and the address  
15 and telephone number of the location where the set or appliance will be repaired.

16 (b) The date the set or appliance was accepted or received by the service  
17 dealer.

18 (c) A description of the set or appliance including model and serial number.

19 (d) A summary of the customer's description of the problem associated with  
20 the set or appliance.

21 (e) The name and address of the customer.

22 (f) The complete and legible signature or employee number of the person  
23 accepting or removing a set or appliance.

24 (g) There shall be printed on the receipt in prominent type the following  
25 statement:

26 "An estimate as required (Section 9844 of the California Business and  
27 Professions Code) for repairs shall be given to the customer by the service dealer in  
28 writing, and the service dealer may not charge for work done or parts supplied in  
excess of the estimate without prior consent of the customer. Where provided in  
writing, the service dealer may charge a reasonable fee for services provided in  
determining the nature of the malfunction in preparation of a written estimate for  
repair. For information contact the Bureau of Household Goods and Services,  
Department of Consumer Affairs, Sacramento 95834."

(h) Removal and reinstallation charge, if any.

(i) When the personal property accepted or received by the service dealer is  
intended for personal, family, household or home office use, the service dealer's  
receipt shall include a statement, if such is the case, that such deposited property is  
not insured or protected to the amount of the actual cash value thereof against loss  
occasioned by theft, fire, and vandalism while such property remains with the service

1 dealer or his representative, pursuant to the provisions of Section 1858.1 of the Civil  
2 Code.

3 **COST RECOVERY**

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

10 **FIRST CAUSE FOR DISCIPLINE**

11 **(Invalid Registration)**

12 14. Respondent's registration is subject to disciplinary action under Code sections 9833  
13 and 9841 subdivision (a)(5), where Respondent failed to notify the Bureau that the California  
14 Secretary of State and Franchise Tax Board suspended its status so that it could not engage in the  
15 licensed activity in the state of California.

16 **SECOND CAUSE FOR DISCIPLINE**

17 **(False Statements)**

18 15. Respondent's registration is subject to disciplinary action under Code section 9841  
19 subdivision (a)(1) and (2), in that on and after May 9, 2018, Respondent falsely represented on his  
20 website and other indicia of advertising that the business was duly licensed and registered and  
21 therefore able to do business. In fact, Respondent's statements were false and were made to induce  
22 customers to authorize the repair of equipment. Moreover, Respondent was not entitled to  
23 compensation for any unlicensed work performed and its procurement of payment was fraudulent.

24 **THIRD CAUSE FOR DISCIPLINE**

25 **(License Secured by Fraud)**

26 16. Respondent's registration is subject to disciplinary action under Code section 498, in  
27 that Respondent fraudulently sought renewal of its registration with the Bureau, while its business  
28 license was suspended with the California Secretary of State and Franchise Tax Board.

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1 **FOURTH CAUSE FOR DISCIPLINE**

2 **(Conduct and Acts Constituting Fraud or Dishonest Dealing)**

3 17. Respondent's registration is subject to disciplinary action under Code sections  
4 § 9841, subdivision (a)(2), and 9855.7, subdivision (a), wherein Respondent made false promises  
5 to consumers to induce the consumers to authorize the repair, service or maintenance of their  
6 equipment. The circumstances are that between, in or before December 2019 and August 2023,  
7 Respondent fraudulently held himself out as an electronics service dealer conducting business  
8 under the name of "Tech Genius Repairs" doing business in Pomona, California and "PS3  
9 Specialist, Computer and Game Consoles Repair" doing business in Rancho Cucamonga,  
10 California for the purpose of inducing prospective customers to provide their equipment to him  
11 for repair.

12 18. Between in or before December 2019 and August 2023, Respondent did induce  
13 consumers to engage his electronic repair services, however Respondent failed and refused to  
14 return to the consumers their electronics when requested to do so. The circumstances are  
15 summarized as follows:

16 19. On or about December 17, 2019, Consumer RT2 located in Fairfield, California  
17 entered into a transaction with Respondent, whereby Respondent agreed to repair RT's Sony  
18 PlayStation 3 (Order #3192). RT paid the sum of \$155.04 via PayPal to Respondent.  
19 Respondent took possession of the Sony PlayStation 3 but has failed and refused to return the  
20 Sony PlayStation 3 to the consumer despite multiple requests by the consumer.

21 20. On or about February 29, 2020, Consumer LM located in Apollo Beach, Florida  
22 entered into a transaction with Respondent, whereby Respondent agreed to repair LM's MacBook  
23 Pro (Order #3308). LM paid the sum of \$289.98 via PayPal to Respondent. Respondent took  
24 possession of the MacBook Pro, but failed and refused to return the MacBook Pro to the  
25 consumer despite multiple requests by the consumer.

26 21. On or about February 29, 2020, Consumer CB located in Aloha, Oregon entered

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28 <sup>2</sup> Initials are used for consumer privacy.

1 into a transaction with Respondent, whereby Respondent agreed to repair CB's Sony PlayStation  
2 3 (Order #3042). CB paid the sum of \$182.50 via PayPal to Respondent. Respondent took  
3 possession of the Sony PlayStation 3, but failed and refused to return the Sony PlayStation 3 to  
4 the consumer despite multiple requests by the consumer.

5 22. On or about December 4, 2019, Consumer AA located in Garland, Texas entered  
6 into a transaction with Respondent, whereby Respondent agreed to repair AA's MacBook Pro  
7 (Order #3176). AA paid the sum of \$254.98 via Apple Pay to Respondent. Respondent took  
8 possession of the MacBook Pro, but failed and refused to return the MacBook Pro to the  
9 consumer despite multiple requests by the consumer.

10 23. On or about March 12, 2021, Consumer NB located in Austin, Minnesota entered  
11 into a transaction with Respondent, whereby Respondent agreed to repair NB's Sony PlayStation  
12 3 (Order #4392). NB paid the sum of \$234.99 to Respondent. Respondent took possession of the  
13 Sony PlayStation 3, but failed and refused to return the Sony PlayStation 3 to the consumer  
14 despite multiple requests by the consumer.

15 24. On or about June 18, 2020, Consumer JM located in Rancho Cordova, California  
16 entered into a transaction with Respondent, whereby Respondent agreed to repair JM's Sony  
17 PlayStation 3 (Order #4064). JM paid the sum of \$154.89 to Respondent. Respondent took  
18 possession of the Sony PlayStation 3, but failed and refused to return the Sony PlayStation 3 to  
19 the consumer despite multiple requests by the consumer.

20 25. On or about December 31, 2020, Consumer GJ located in Westbury, New York  
21 entered into a transaction with Respondent, whereby Respondent agreed to repair GJ's Sony  
22 PlayStation 3 (Order #4323). GJ paid the sum of \$224.99 to Respondent. Respondent took  
23 possession of the Sony PlayStation 3, but failed and refused to return the Sony PlayStation 3 to  
24 the consumer despite multiple requests by the consumer.

25 26. On or about May 13, 2022, Consumer JS located in Mastic Beach, New York  
26 entered into a transaction with Respondent, whereby Respondent agreed to repair JS's Sony  
27 PlayStation 3 (Order #unknown). JS paid the sum of \$229.98 to Respondent. Respondent took  
28 possession of the Sony PlayStation 3, but failed and refused to return the Sony PlayStation 3 to

1 the consumer despite multiple requests by the consumer.

2 27. In 2020, Consumer LV located in Pomona, California entered into a transaction  
3 with Respondent, whereby Respondent agreed to repair LV's Apple iPod 16GB (gigabyte) 7th  
4 Generation (Order #unknown). Respondent took possession of the Apple iPod 16GB 7th  
5 Generation, but failed and refused to return the Apple iPod 16GB 7th Gen to the consumer  
6 despite multiple requests by the consumer.

7 28. In or before August 2023, Consumer JN located in Troy, Illinois entered into a  
8 transaction with Respondent, whereby Respondent agreed to repair JN's electronics (Order  
9 #4819). Respondent took possession of the electronics, but failed and refused to return the  
10 electronics to the consumer despite multiple requests by the consumer.

11 29. In or before August 2023, Consumer SP located in Ewa Beach, Hawaii entered  
12 into a transaction with Respondent, whereby Respondent agreed to repair SP's electronics (Order  
13 #unknown). Respondent took possession of the electronics, but failed and refused to return the  
14 electronics to the consumer despite multiple requests by the consumer.

15 30. In or before August 2023, Consumer JJ located in Eugene, Oregon entered into a  
16 transaction with Respondent, whereby Respondent agreed to repair JJ's laptop (Order #unknown).  
17 Respondent took possession of the laptop, but failed and refused to return the laptop to the  
18 consumer despite multiple requests by the consumer.

19 **FIFTH CAUSE FOR DISCIPLINE**

20 **(Prohibited Acting without Registration)**

21 31. Respondent is subject to disciplinary action under Code section 9840 in that  
22 Respondent failed to comply with section 9830 in between January 31, 2018 and March 20, 2023,  
23 Respondent conducted business for which valid and unexpired Registration was required while  
24 not in possession of such Registration. The circumstances are described more fully in paragraphs  
25 2 and 19 through 30 and incorporated herein by this reference.

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1 provide a written estimate for cost of repair, for each transaction, which includes all costs for  
2 parts and labor and the initial service call if provided. The circumstances are set forth in  
3 paragraphs 17 through 30 and incorporated herein by this reference.

4 36. Respondent failed to comply with Section 2723 where Respondent failed to  
5 provide to the customer an initial written estimate for the cost of repair before performing any  
6 repairs. The written estimate is required to include all costs for parts and labor, and the service  
7 dealer may not charge for work done or parts supplied in excess of the estimate without the  
8 previous consent of the customer. The circumstances are set forth in paragraphs 17 through 30  
9 and incorporated herein by this reference.

10 37. Respondent failed to comply with Section 2723.5 where Respondent failed to  
11 provide a legible invoice for the installation of equipment to the customer. The invoice for  
12 installation shall include a description of the equipment installed by make, model, and an  
13 itemization of labor and parts used in the installation, indicating the charges levied for each. The  
14 circumstances are set forth in paragraphs 17 through 30 and incorporated herein by this reference.

15 38. Respondent failed to comply with Section 2725 where Respondent failed to  
16 provide each customer with a legible invoice that contained all required information including the  
17 contact information of the service dealer, the service dealer's state registration number(s), date of  
18 invoice, location for repair, and name and address of the customer. The invoice shall also include  
19 a description of the set/appliance with make, model number and serial number and a summary of  
20 the customer's description of the problem associated with the set or appliance, with a statement of  
21 total charges and signatures of the employee preparing the invoice and performing the repairs.  
22 The circumstances are set forth in paragraphs 17 through 30 and incorporated herein by this  
23 reference.

#### 24 **DISCIPLINE CONSIDERATIONS**

25 39. To determine the degree of discipline, if any, to be imposed on Respondent,  
26 Complainant alleges as follows:

27 40. On or about November 7, 2016, in a prior action, the Bureau issued Citation  
28 Number IC 2016-751 and ordered Respondent to pay a fine in the sum of \$700 and cease and

1 desist from operating as an Electronic Service Dealer until he provided the Bureau with a  
2 completed action plan detailing Respondent's steps for being compliant with the laws and  
3 regulations regarding Record Keeping and Record Maintenance. Respondent was also instructed  
4 to contact the Bureau inspector to arrange an inspection of Respondent's recordkeeping process.

5 a. The circumstances were that between January 29, 2015, and  
6 August 18, 2016, Respondent violated Business and Professions Code section § 9842 and  
7 California Code of Regulations sections § 2721 (failure to provide a claim check to the  
8 Customer), § 2723 (failure to provide a written estimate to the customer), § 2725 (failure to  
9 provide invoice to consumer), and § 2736 (failure to provide written guarantee to consumer).

10 b. Respondent appealed the citation through a Citation Review Conference.  
11 The Citation is now final and has been complied with.

12 41. On or about February 12, 2018, in a prior action, the Bureau issued Citation  
13 Number IC 2018 391 (CR67108) and ordered Respondent to pay a fine in the sum of \$250. The  
14 citation alleged violations of Business and Professions Code section § 9840, (Registration  
15 Required for Service Dealers), where the registration expired on January 31, 2018. That Citation  
16 is now final and the fine has been paid.

17 42. On or about September 6, 2018, in a prior action, the Bureau issued Citation  
18 Number IC 2018 57 (CR68462) and ordered Respondent to pay a fine in the sum of \$250. The  
19 citation alleged violations of Business and Professions Code section § 9840, (Registration  
20 Required for Service Dealers), where the registration expired on January 31, 2018. That Citation  
21 is now final and the fine has been paid.

22 43. On or about July 12, 2022, in a prior action, the Bureau issued Citation Number IC  
23 2022 120 and ordered Respondent to pay a fine in the sum of \$250. The citation alleged  
24 violations of Business and Professions Code section § 9840, (Registration Required for Service  
25 Dealers), where the registration expired on January 31, 2018. That Citation is now final and the  
26 fine has been paid.

27 44. On or about February 2, 2023, in a prior action, the Bureau issued Nontraffic  
28 Notice to Appear in the West Covina Superior Court (Traffic Division) Case No. D00823

1 (infraction) for violating Business and Professions Code section § 9840, (Registration Required  
2 for Service Dealers), where the registration expired on January 31, 2018. Respondent was  
3 advised to follow the cease order and renew his expired registration by February 28, 2023. The  
4 infraction was complied with and Respondent paid all renewal fees between January 31, 2018 and  
5 January 31, 2023, including delinquency fees.

6 **PRAYER**

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

- 10 1. Revoking or suspending registration Number E-90754, issued to Reballing Genius,  
11 LLC, with Khaled Ibrahim as the owner and sole shareholder;
- 12 2. Ordering Reballing Genius, LLC and Khaled Ibrahim as the owner and sole  
13 shareholder to pay the Bureau of Household Goods and Services the reasonable costs of the  
14 investigation and enforcement of this case, pursuant to Business and Professions Code section  
15 § 125.3; and,
- 16 3. Taking such other and further action as deemed necessary and proper.

17  
18 DATED: January 30, 2024

*Justin Paddock*

JUSTIN PADDOCK  
Bureau Chief  
Bureau of Household Goods and Services  
Department of Consumer Affairs  
State of California  
*Complainant*

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