GOVERNMENT OF THE DISTRICT OF COLUMBIA
BOARD OF ZONING ADJUSTMENT

KURI BROTHERS, INC., **Appellant,**	
vs.	**Appeal No. 17444A**
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS, **Appellee.**	

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MEMORANDUM OF LAW REGARDING THE NON-APPLICABILITY OF PRIOR COURT OF APPEALS DECISION

Kuri Brothers, Inc. ("Appellant"), by and through its undersigned counsel, Stanley H. Goldschmidt and Roetzel & Andress, LPA, respectfully submits this Memorandum of Law Regarding the Non-Applicability of Prior Court Decision.

INTRODUCTION

The Board of Zoning Adjustment (the "Board") invited the parties to submit a memorandum of law concerning the applicability of Kuri Brothers, Inc. v. D.C. BZA, 891 A.2d 241 (D.C. 2006), (the "Appellate Decision") relating to 4221 Connecticut Avenue N.W. (the "4221 Site"), to the instant matter before the Board involving 4225 Connecticut Ave N.W. (the "Premises" or the "4225 Site").

In its Appellate Decision, the District of Columbia Court of Appeals divided the Opinion into four distinct sections. Three sections of the Appellate Decision were procedural in nature and related solely to the property located at 4221 Connecticut Ave., N.W. and therefore clearly have no bearing on the proceeding before the Board. The focus of this Memorandum of Law relates to the applicability of the Board's finding that Petitioner in the Appellate Decision operated a repair garage outside the scope of its Certificate of Occupancy.

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EXHIBIT NO. 37

Board of Zoning Adjustment
District of Columbia
CASE NO. 17444
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ARGUMENT

1. The Doctrines Of Collateral Estoppel And *Res Judicata* Are Not Applicable To The Instant Matter Before The Board

As a preliminary matter, it should be noted that the legal doctrines of collateral estoppel and *res judicata* are not applicable to the instant matter before the Board. "The doctrine of collateral estoppel generally precludes the relitigation of factual or legal issues decided in a previous proceeding and essential to the prior judgment." Borger Management, Inc. v. Sindram, 886 A.2d 52, 60 (D.C. 2005). Similarly, *res judicata*[1] is an affirmative defense barring the same parties from litigating a second lawsuit on the same claim. As the Court of Appeals stated in Oubre v. D.C. Dept. of Employment Services, 630 A.2d 699, 704 at FN5 (D.C. 1993):

> The purpose of claim preclusion is to prevent relitigation of claims that [parties] have already had a full and fair opportunity to litigate, thereby protecting adversaries from expensive and vexatious multiple lawsuits, conserving judicial resources, and minimizing the likelihood of inconsistent outcomes. (internal citations omitted)

To have preclusive effect, an issue must have been "actually litigated" and the court's determination must have been "essential" to its holding. Id. at 63. An issue is "'actually litigated' when it 'is properly raised, by the pleadings or otherwise, and is submitted for determination, and is determined...'" Id. at 62 (internal citations omitted). "For issue preclusion to apply, however, the previously resolved issue must be identical to the one presented in the current litigation; *similarity between the issues is insufficient*." DC v. Gould, 852 A.2d 50, 55-56 (D.C. 2004) (emphasis added) (internal citations omitted).

For the reasons set forth below, neither of these two legal doctrines is applicable to the instant matter before the Board.

2. The Appellate Decision Addresses Revocation Predicated On A Different Basis Than The Instant Matter

The instant matter concerns a revocation notice stating that a certificate of occupancy that was "issued in error". The Appellate Decision, on the other hand, concerns a revocation notice based upon the Appellant having performed activities "beyond the scope" of a certificate of occupancy. Therefore, the issue concerning the revocation notice in the instant matter is completely different than the issue presented in the Appellate Decision. Accordingly, the issue

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[1] *Res judicata* is used in this memorandum as a general term referring to all of the ways in which one judgment will have a binding effect on another. That usage is common, but it aggregates under a single term two different effects of judgments. The first is the effect of foreclosing any litigation of matters that never have been litigated because of the determination that they should have been advanced in an earlier suit. The second is the effect of foreclosing relitigation of matters that have once been litigated and decided. This second effect has usually been called "collateral estoppel." See Black's Law Dict. (8th ed.2004), *res judicata*.

concerning the 4225 Site was clearly not addressed in the Appellate Decision and; therefore, has not been "actually litigated."

3. The Appellate Decision Does Not Addresses the Activities of the 4225 Site

The Appellate Decision did not reach the conclusions that (i) the relevant Certificate of Occupancy was issued in error and (ii) that Appellant operated beyond the scope of said Certificate of Occupancy. Rather, the Court reached a different holding, *i.e.*, the Board's finding, that petitioner was operating a repair garage, was supported by substantial evidence of record in light of the one-sided nature of the evidentiary presentation.[2] Thus, preclusion concerning these ancillary issues cannot apply since they were neither "essential" to the Court's holding nor "actually litigated."

The activities that were performed on the 4225 Site are different than those performed at the 4221 Site. The Court noted that the DCRA inspectors provided testimony supporting the Board's finding that Appellant offered "a full range of auto repair services concerning the 4221 Site (e.g., brakes, exhaust, alignment, transmission, electrical, body work, engine overhauls, air conditioning/heating)", Kuri Brothers at 248 (internal quotations omitted). In contrast, in the instant matter, Appellant has produced substantial evidence into the record that it does not offer "a full range of auto repair services", including evidence that Appellant does not perform any of the following activities listed by the Court as having supposed to have been performed at the 4221 Site: alignment[3], body work[4], engine overhauls[5], transmission[6] and electrical.[7]

The work performed at the 4225 Site is not the same as the work that was performed at the 4221 Site. It is Appellant's testimony that it performed wheel alignments at the 4221 Site but that it does not have the capability of doing so at the Premises[8]. Further, the subterranean nature of the 4221 Site renders the performance of certain work impracticable due to issues of timing e.g. quick repairs without having to go below into the subterranean bays. As such, the issue of the scope of the activities performed at the Premises is a novel issue which could not have been "actually litigated" or "essential" to the holding in the Appellate Decision and consequently the Appellate Decision could not have preclusive effect to the instant matter.

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2 The Court of Appeals noted "the one-sided nature of the evidentiary presentation" arising from Appellant having been denied an evidentiary hearing. Kuri Bros. at 248, FN7.

3 See, BZA Hearing Transcript of November 28, 2006, ("Transcript") pg 370, line 21 to pg 371, line 3. Cited Excerpts from the Transcript are attached hereto as Exhibit A.

4 See, Transcript pg 346, lines 17 - 20.

5 See, Transcript pg 368, line 22 to pg 369, line 2.

6 Appellant performs limited transmission work *only*. See, Transcript pg 319, lines 12 - 20.

7 Appellant performs limited electrical work *only*. See, Transcript pg 377, lines 8 -22.

8 See, Transcript pg 370, line 21 to pg 371, line 3.

4. The Appellate Decision Addresses A Legally Distinct Subject Property Having Far Different Historical Usage

While the parties may be the same, the subject property is distinct. The properties are different in that they do not share the same lot and square and they do not share the same ownership. Moreover, the differing historical usage of the 4225 Site further sets the Premises apart from the 4221 Site. More specifically, an automobile fueling station offering minor repair and services has been situated on the Premises since at least 1930, when it operated as a Texaco service station. It remained a Texaco service station through the late 1980s and then became the Van Ness Auto Care service station, as it remains today.[9] In contrast, the 4221 Site has operated as a Automobile Sales Dealership and Repair Garage.

4225 Connecticut Avenue N.W. Ave. usage includes:

1. Two service bays at the Premises under the following Certificates of Occupancy:

   i) A Certificate of Occupancy No. 33914 having an "Automotive Service Center"[10] permitted use; and
   ii) A Certificate of Occupancy No. 186535 having a "Motor Vehicle Fueling" permitted use.

2. A retail gasoline station at the Premises under a Certificate of Occupancy No. 186535 having a "Motor Vehicle Fueling" permitted use.

3. A food mart at the Premises under a Certificate of Occupancy No. 42622 having a "Retail Convenience Store/Deli" permitted use.

4221 Connecticut Avenue N.W. Ave. usage has included:

1. A New Automobile Sales Dealership[11];

2. An "Auto Sales and Repair Garage"[12];

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9 See, Transcript pg 313, lines 6 - 22.

10 We note that the Appellate Decision discussed a Certificate of Occupancy containing an "Automobile Service Center" permitted use and not an "Automotive Service Center" permitted use as is found on Appellant's Certificate of Occupancy, i.e., the Certificate of Occupancy bearing "Permit No. CO 33914." We have found no case in which "Automotive Service Center" has been considered in any Court having jurisdiction in the District of Columbia.

11 On October 9, 1940, the Board issued an Order granting to the Flood Motor Company ("Flood Motor") a variance from the zoning regulations "to permit the extension of an automobile repair shop and automobile sales and service agency... at 4221 Connecticut Avenue N.W." See, page 29 of the Board of Zoning Adjustment public hearing transcript of October 9, 1940.

12 In 1965, Flood Pontiac Company ("Floor Pontiac") obtained a Certificate of Occupancy for an "Auto Sales and Repair Garage" for the first floor and the basement of the Premises. See, October 13, 1965 Certificate of Occupancy (found within the exhibits submitted by Appellant to the Board at the April 8, 2003 Board of Zoning Adjustment public hearings).

3. An "Automobile Sales and Service" facility[13];

4. A "Motor Vehicle Dealer"[14]; and

5. An "Auto Sales and Sales of Accessories Including Installation" facility[15].

These differing facts are incompatible with claim preclusion and further illustrate that the legal concepts of collateral estoppel and *res judicata* do not give the Appellate Decision preclusive effect to Appellant's claims. The properties do not share the same street address, have different ownership and distinct usage and certificate of occupancy histories. Therefore, Appellant's claims cannot be understood to have been "previously litigated" and therefore cannot be understood to be of preclusive effect.

In contrast, the Court of Appeals addressed a situation in Rhema Christian Center v. DC BZA, 515 A.2d 189 (D.C. 1986), where the Court, evoking claim preclusion, would not allow a plaintiff to relitigate issues already adjudicated. In Rhema, petitioner sought to relitigate the issue of whether it was entitled to a certificate of occupancy as a special exception to operate a parochial school on the same set of facts and concerning the same property that the church-Petitioner had litigated previously. Petitioner, unsuccessfully applied for a special exception for a second time in twenty-one months. In so doing, Petitioner advanced the same issues previously litigated, i.e., (i) whether a parochial school was an "accessory use" of a church, and (ii) whether the failure to grant a special exception violated petitioner's First Amendment "free exercise" rights. Consequently, the Court of Appeals held that claim preclusion barred the Petitioner's application and resultant appeal.

The instant matter is distinguishable from Rhema, since Appellant has advanced novel issues of fact and law relating to a property that is legally distinct. Consequently, the Appellate Decision cannot be given preclusive effect to the claims of the Appellant in the instant matter.

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13 In 1983, Connecticut Avenue Datsun, Inc. ("Connecticut Avenue Datsun") obtained a Certificate of Occupancy to operate an "automobile sales and service" facility on the first floor and three subterranean levels at the Premises. See, May 4, 1983 Certificate of Occupancy (found within the exhibits submitted by Appellant to the Board at the April 8, 2003 Board of Zoning Adjustment public hearings).

14 In 1986, a Certificate of Occupancy was issued to Connecticut Avenue Nissan, Inc. ("Connecticut Avenue Nissan") for a "Motor Vehicle Dealer" facility on the first floor and three subterranean levels at the Premises (found within the exhibits submitted by Appellant to the Board at the April 8, 2003 Board of Zoning Adjustment public hearings).

15 On March 22, 1989, Koo Yuen (Appellant's landlord) obtained a Certificate of Occupancy for the Premises permitting "Auto Sales and Sales of Accessories Including Installation". See, March 22, 1989 Certificate of Occupancy (found within the exhibits submitted by Appellant to the Board at the April 8, 2003 Board of Zoning Adjustment public hearings).

5. The Appellate Decision Did Not Address the Moratorium Against the Conversion of Full Service Retail Service Stations

District of Columbia law provides a moratorium against the conversion of full service retail service stations[16] to limited service retail service stations. D.C. Code § 36-304.01(c)[17]. The Appellate Decision did not consider this moratorium because the 4221 Site, *per se*, does not contain a retail gasoline service station. Thus, this issue cannot have been "actually litigated" or "essential" to the holding in the Appellate Decision. Therefore, the Appellate Decision cannot be of preclusive effect to the instant matter.

The revocation of Appellant's Certificate of Occupancy is contrary to the law and public policy of the District of Columbia. D.C. Code § 36-304.01(c) is superseding after–enacted law[18]

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16 D.C. Code § 36-304.01 (a) defines a "full service retail service station" to mean:

> ...any retail service station location which provides a garage, service bay, work area, or similar enclosed area for repairing, maintaining, servicing, or otherwise working on motor vehicles, or any service islands. Such repair, maintenance, and service work may include, but is not limited to, the installation or replacement of batteries, tires, fan belts, lights, brakes, water pumps, mufflers and other parts and accessories and the performance of motor oil changes, lubrications, wheel alignments, tune-ups, tire repairs, brake adjustments, and general repair and maintenance work and services.

17 D.C. Code § 36-304.01(c) provides:

> No person who is an operator of any full service retail service station on or after April 19, 1977 ... shall substantially reduce the number, types, quantity, or quality of the repair, maintenance, and other services, including the retail sale of motor fuels, petroleum products, and automotive products, previously offered. Such operators shall maintain the retail service station's existing garages, service bays, work areas, and similar areas in a fully operational condition and reasonably equipped to perform repair, maintenance, and service work on motor vehicles, including the provision of a qualified individual or individuals who is or are capable of performing repair, maintenance, and service work on motor vehicles during a reasonable number of hours per day and of days per week.

18 RETAIL SERVICE STATION AMENDMENT ACT OF 2004, Law 15-297, Act 15-693 was approved January 4, 2005 and provides, in pertinent part:

> << DC CODE § 36-304.01 >>
>
> (1) Subsection (b) is amended by striking the phrase "until October 1, 2005".
>
> (2) Subsection (c) is amended by striking the phrase "until October 1, 2005".
>
> ...
>
> "(2) Any owner or operator of a retail service station who converts or causes the conversion of the retail service station without procuring an exemption pursuant to this section shall be guilty of a civil infraction, subject to a penalty of $20,000, and the license to operate the retail service station shall be suspended or revoked until such time as operation comes into compliance with this act. The Mayor may adjust the fine by rulemaking.

relative to the statutory authority[19] enabling the promulgation of the Zoning Regulations. As the Court of Appeals recently held in George Washington Univ. v. D.C. BZA, 831 A.2d 921, 943 (D.C. 2003), "[where there is a conflict] the more specific statute governs the more general one, and the later supersedes the earlier." Thus, to the extent Zoning Regulations are inconsistent with the D.C. Code § 36-304.01(c), the moratorium statute controls.

6. The Appellate Decision did not Address Several Issues Raised in the Instant Appeal

The Appellate Decision did not address the definition of an Automotive Service Center, the distinction between a minor repair and a major repair, or whether a Certificate of Occupancy having an Automotive Service Center permitted use is issued in error, *per se*. See discussion of same in the Proposed Findings of Fact and Conclusions of Law submitted contemporaneously herewith. Since the Appellate Decision did not address these issues, preclusion does not apply. The issues were were neither "essential" to that Court's holding, nor were these issues "actually litigated."

7. Obiter Dictum found In The Appellate Decision

11 DCMR § 3203.8 does not require that a designated use on a Certificate of Occupancy be *expressly established* by the Zoning Regulations. Rather 11 DCMR § 3203.8 merely requires that a Certificate of Occupancy contain a use "established by this title". In fact, 11 DCMR § 721.4 requires the Zoning Administrator to permit *similar* uses to those uses expressly set forth in the Zoning Regulations. See discussion of same in the Proposed Findings of Fact and Conclusions of Law submitted contemporaneously herewith.

In the Appellate Decision, the Court wrote in a footnote: "Petitioner's C of O thus did not comply with the requirement that "[t]he use shall be designated on the certificate of occupancy in terms of use classification that is established by this title [i.e., Title 11] ...." 11 D.C.M.R. § 3203.8(a)." Kuri Brothers at 248, FN5 (the "Footnote").

The Footnote should be considered judicial dictum and thus cannot be treated as controlling. First, the Footnote was unnecessary to the outcome of the earlier case and therefore perhaps not as fully considered as it would have been if it were essential to the outcome. Second,

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> "(3) Any owner or operator of a retail service station which, as of the effective date of the Retail Service Station Amendment Act of 2004, has been converted into a non-full service facility in violation of this section, shall have 90 days to either restore the facility to full service or obtain an exemption from the from the Gas Station Advisory Board pursuant to subsection (d) of this section. Any owner or operator who fails to comply with the provisions of this subsection shall be subject to a penalty of not less than $5,000 per day.".
>
> ...

[19] D.C. Code § 6-641.01.

the Footnote was not grounded in the facts of the case and the Court may therefore have lacked an adequate basis for it.

The law in District of Columbia is well settled in this regard. "Language in an opinion which constitutes obiter dictum, entirely unnecessary for the decision of the case ... [has] no effect as indicating the law of the District." Alfaro v. U.S., 859 A.2d 149, 154, FN8 (D.C. 2004) (internal citations omitted). "Although *dictum* is, of course, the product of *some* deliberation, because, by definition, *dictum* is not necessary to the resolution of a case, there is simply insufficient basis to believe that it was considered with appropriate care and attention to warrant precedential effect." Umana v. Swidler & Berlin, Chartered 669 A.2d 717, 720 at FN 10 (D.C. 1995). "In short, a rule of law should be the product of deliberation, not mere chance." Id. at 720. As such, the Footnote has no precedential value.

We note as well that the Appellate Decision stated in the text "[a]lthough the term "automobile service center"[20] is not defined in the zoning regulations, and its precise scope may be subject to some uncertainty, the BZA concluded that it was not intended and could not be construed to allow operation of a repair garage", thereby strongly implicitly, if not explicitly, recognizing that there is authority under the Zoning Regulations for the Zoning Administrator to have issued a certificate of occupancy for an automotive service center. After all, it is axiomatic that any determination regarding the proper scope of a Certificate of Occupancy for an Automotive Service Center necessarily pre-supposes that such a Certificate was validly issued. Thus, it could not have been issued in error. Therefore, the Footnote is both dictum and vague in that its meaning is flatly contradicted by the body text with which it is associated.

8. Administrative Claim Preclusion

Finally, it should be noted that, as the *Oubre* Court wrote: "[t]here are circumstances where the policies underlying *res judicata* and collateral estoppel in administrative proceedings may be overcome. ... *Res judicata* of administrative decisions is not encrusted with the rigid finality that characterizes the precept in judicial proceedings. Application of the doctrine often serves a useful purpose in preventing relitigation of issues administratively determined; but practical reasons may exist for refusing to apply it. And in any event, when traditional concepts of *res judicata* do not work well, they should be relaxed or qualified to prevent injustice." Oubre, 703-704 (internal citations omitted). As such, the simple fact that certificates of occupancy for an "Automobile Service Center" were issued to the Appellant on three different occasions, and by three different individuals, would make the denial of Appellant's right to its "day in court" a manifest injustice. Therefore, applying the reasoning of the *Oubre* Court, the "traditional

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[20] Once again, we note that the Appellate Decision discussed a Certificate of Occupancy containing an "Automobile Service Center" permitted use and not an "Automotive Service Center" permitted use as is found on Appellant's Certificate of Occupancy, i.e., the Certificate of Occupancy bearing "Permit No. CO 33914." That said, we have found no case in which the phrase "Automotive Service Center" has been discussed, let alone in any way adjudicated, in any Court having jurisdiction in the District of Columbia, including Kuri Brothers, Inc. v. District of Columbia Board of Zoning Adjustment, 891 A.2d 241 (D.C. 2006).

concepts of *res judicata*... should be relaxed or qualified to prevent [such] injustice" to the extent they are found to apply at all.

CONCLUSION

The Appellate Decision is inapplicable to the instant matter and is not controlling. First, the Appellate Decision addresses a revocation predicated on a different basis. Second, while the parties may be the same, the subject property is distinct, in that it has far different historical usage then the property that was the subject of the Appellate Decision. Third, the Appellate Decision did not address the activities of the 4225 site. Fourth, the Appellate Decision did not address the moratorium against the conversion of full service retail service stations to limited service retail service stations. Fifth, the Court did not reach a determination concerning the definition of an "Automotive Service Center" nor the uses permitted therein. Sixth, Appellee's reliance on the dictum found in the Footnote in the Appellate Decision is misplaced. Finally, the circumstances require that *res judicata* and collateral estoppel be relaxed or qualified. Therefore, the Appellate Decision is inapplicable to the instant matter.

Respectfully submitted,

/s/

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing has been served upon the following parties U.S. Mail, postage prepaid this 23rd day of March, 2007:

Matthew J. Green, Jr.
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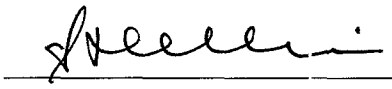

Stanley H. Goldschmidt

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GOVERNMENT
OF
THE DISTRICT OF COLUMBIA

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BOARD OF ZONING ADJUSTMENT

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PUBLIC HEARING

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TUESDAY

NOVEMBER 28, 2006

+ + + + +

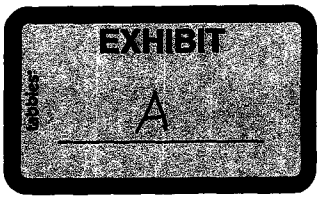
The Public Hearing convened in Room 220 South, 441 4th Street, N.W., Washington, D.C., 20001, pursuant to notice at 9:30 a.m., Geoffrey H. Griffis, Chairperson, presiding.

BOARD OF ZONING ADJUSTMENT MEMBERS PRESENT:

GEOFFREY H. GRIFFIS	Chairperson
RUTHANNE G. MILLER	Vice-Chairperson
CURTIS ETHERLY, JR.	Board Member
JOHN A. MANN, II	Board Member (NCPC)

ZONING COMMISSION MEMBER PRESENT:

CAROL J. MITTEN	Chairperson
MICHAEL G. TURNBULL	Commissioner (AOC)



MR. KURI: That's my trade name for Kuri Brothers.

MR. ROSENBERG: Is that what you operate it as?

MR. KURI: Yes.

MR. ROSENBERG: Now how long has at 4225 Connecticut, how long has that property been a gas station or doing minor repairs?

MR. KURI: Since the 1930s.

MR. ROSENBERG: What was it in 1930?

MR. KURI: A Texaco gas station and service station.

MR. ROSENBERG: And from then until when did it serve as a Texaco station?

MR. KURI: I believe it stayed until about mid to late '80s as a Texaco.

MR. ROSENBERG: And how do you know that?

MR. KURI: Documents that I've seen.

MR. KURI: That's correct.

MR. ROSENBERG: Well these are two of your four suppliers. What do you get from the other two suppliers?

MR. KURI: The same exact stuff.

MR. ROSENBERG: Well what happens if somebody comes in and they need this heavier work?

MR. KURI: If somebody needs it as far as engine work, we just push them to the side and tell them to go somewhere else.

As far as if they needed something heavy like their transmission, we change the fluid and if there's no damage to it that that doesn't take care of it, then we can do something which is a sublet, which we'll -- we have one of the transmission shops come with a tow truck, pick it up, take it to their facility, do the repair and then bring it back and drop it off.

MR. ROSENBERG: Why do you do that?

have you?

MR. KURI: No.

BOARD MEMBER ETHERLY: And as far as you've said with regard to heavy vehicle type work, large trucks, SUVs or anything like that, I mean --

MR. KURI: The only thing we do is, you know, if there's somebody from out of town that has a flat on their -- you know, Winnebago, I guess, we'll help them with a tire to get them out of town. But that's it.

BOARD MEMBER ETHERLY: Okay.

MR. ROSENBERG: Chris, this is important. So give us, if you can, other examples of things you would not that would qualify as heavy work, if you can?

MR. KURI: Any type of -- you know, body work. Any major body work, you know, anything like that, we wouldn't take care of. You know, we basically -- you know we're -- you know, we're doing the service. You know, things you get done on your car once

- you know, I have -- you know they know. I have my managers and they know how to handle the business.

MR. ROSENBERG: And then just to clear it up because I know there were times when we're putting the two properties together. When you said the vehicles outside were 3 to 15, were you saying that's limited to 4225 or is that both properties?

MR. KURI: Basically limited to the 4225.

MR. ROSENBERG: Okay.

MR. KURI: Yes.

MR. ROSENBERG: All right.

CHAIRPERSON GRIFFIS: Thank you.

Ms. Miller?

VICE CHAIRPERSON MILLER: Mr. Kuri, do you do engine overalls at 4225?

MR. KURI: No.

VICE CHAIRPERSON MILLER: No?

MR. KURI: No.

VICE CHAIRPERSON MILLER: Did you

do engine overhauls at 4221?

MR. KURI: No, I didn't.

VICE CHAIRPERSON MILLER: Do you do air conditioning, heating?

MR. KURI: I actually can tell you I've never done in my life, even when I worked at other establishments, I never did that type of work.

VICE CHAIRPERSON MILLER: Okay. Air conditioning heating repairs?

MR. KURI: Yes.

VICE CHAIRPERSON MILLER: Both?

MR. KURI: Yes.

VICE CHAIRPERSON MILLER: Body work?

MR. KURI: No. At 4225.

VICE CHAIRPERSON MILLER: No at 4225?

MR. KURI: Well, I didn't understand the question.

VICE CHAIRPERSON MILLER: Body work?

MR. KURI: No.

VICE CHAIRPERSON MILLER: At 4225 you don't do body work or at both?

MR. KURI: No. I do not do body work at all.

VICE CHAIRPERSON MILLER: And never did?

MR. KURI: Yes.

VICE CHAIRPERSON MILLER: Okay. Electrical repairs?

MR. KURI: Yes.

VICE CHAIRPERSON MILLER: I guess I'm assuming your answer would be definitely 4225 and then if you want to clarify it you did it at 4221, you'll let me know? I just want to go through a little checklist.

MR. KURI: Okay.

VICE CHAIRPERSON MILLER: Transmission repairs?

MR. KURI: no.

VICE CHAIRPERSON MILLER: Okay. Alignment?

MR. KURI: At the 4221 we did. At the 4225 we don't because the machine is actually downstairs.

VICE CHAIRPERSON MILLER: Okay. And you say you did brakes?

MR. KURI: Yes.

VICE CHAIRPERSON MILLER: At both. And exhaust?

MR. KURI: Yes.

VICE CHAIRPERSON MILLER: Okay. I know you've submitted pictures of other service stations that Mr. Green objected to. But I'm curious if you're aware of what their Certificate of Occupancy is for?

MR. KURI: I believe it's gasoline service station.

VICE CHAIRPERSON MILLER: And --

MR. KURI: I'm just saying one of their managers came down and worked for me before all this happened. And --

CHAIRPERSON GRIFFIS: Well, are any of those Certificate of Occupancies in Tab

MR. KURI: Yes. It's just monthly like, you know, if your car needs an air conditioning recharge or something like that. You know, just putting the Freon into the vehicle.

And then heating it's more like cooling flushes and antifreeze flushes.

MR. ROSENBERG: And when you said you did in response to Ms. Miller electrical repairs, can you elaborate on that and give us examples of what you meant?

MR. KURI: Well, that's a broad, of course, what type of electrical repairs. But it can be, you know, light bulbs. It can be fuses if someone has a radio that's gone out. You know -- you know, light electrical repairs. Not like putting a whole wiring harness in a car.

MR. ROSENBERG: So when you said you do electrical repairs, you were talking about the changing light bulbs?

MR. KURI: Yes.