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June 25, 2018

VIA ELECTRONIC SUBMISSION & U.S. MAIL

Clerk of the Board
CALIFORNIA AIR RESOURCES BOARD
1001 I Street, 23rd Floor
Sacramento, CA 95812

Re: June 28, 2018, Public Meeting, Agenda Item No. 8-5-2: Proposed California Emission Control System Warranty Regulations and Maintenance Provisions for 2022 and Subsequent Model Year On-Road Heavy-Duty Diesel Vehicles And Heavy-Duty Engines with Gross Vehicle Weight Ratings Greater Than 14,000 Pounds and Heavy-Duty Diesel Engines In Such Vehicles Amendments

Dear Madam Clerk:

The following comments are submitted on behalf of John R. Lawson Rock & Oil, Inc. ("Lawson"). This letter includes Lawson's comments on the California Air Resources Board's ("CARB") proposed amendments (the "Proposed Amendments") to the California emission control system warranty regulations and maintenance provisions for 2022 and subsequent model year road heavy-duty ("HD") diesel vehicles and HD engines with gross vehicle weight rating ("GVWR") greater than 14,000 Pounds and HD diesel engines in such vehicles (the "HD Warranty").

Lawson, as an operator and purchaser of a large fleet of vehicles, is subject to the Proposed Amendments. Lawson has invested millions of dollars proactively complying with the existing programs and other regulations adopted by CARB affecting the trucking industry. Lawson, like many fleet and individual owner operators, cares about the environment and generally supports measures to improve air quality in California; however, Lawson has significant concerns about the Proposed Amendments, as well as CARB's inability or unwillingness to enforce the laws it has already promulgated.

CARB is required to comply with the California Environmental Quality Act ("CEQA") through its certified regulatory program when it seeks to adopt regulations. (See Pub. Resources Code § 21080.5; 14 Cal. Code Regs. ["CEQA Guidelines"], §§ 15250-15253; 17 Cal. Code Regs. §§ 60005, 60006, 60007.) CARB is likewise required to comply with the California Administrative Procedures Act, Govt. Code, 11350, *et seq.* (the "APA"), which, among other things, requires CARB to prepare an Economic Impact Assessment ("EIA") or a Standardized Regulatory Impact Assessment ("SRIA") and assess the economic impacts of the Proposed Amendments for major regulations. With respect to the Proposed Amendments, CARB has failed to comply with both CEQA and the APA. As a result, CARB should either decline to adopt the Proposed Amendments, or recirculate the Staff Report to address the full consequences of the Proposed Amendments (and all related and foreseeable regulatory actions CARB seeks to undertake with respect to the trucking industry).

A. <u>CARB Must Prepare a SRIA for the Proposed Amendments</u>

Under the APA, state agencies proposing to "adopt, amend, or repeal any administrative regulation" must first perform an assessment of "the potential for adverse economic impact on California business enterprises and individuals." (Govt. Code, § 11346.3, subd. (a).) Among other things, the APA requires that agencies such as CARB prepare either an EIA or a SRIA analyzing "the potential adverse economic impact on California business and individuals of a proposed regulation," (Govt. Code, § 11346.3), and declare in the notice of proposed action any initial determination that the action will not have a significant statewide adverse economic impact directly affecting business. (Govt. Code, § 11346.5, subd. (a)(8); *WSPA v. Board of Equalization* (2013) 57 Cal.4th 401, 428.)

CARB must prepare an SRIA for "major regulations." "Major regulations" include "any proposed rulemaking action adopting, amending or repealing a regulation subject to a review by OAL [Office of Administrative Law] that will have an economic impact on California business enterprises and individuals" exceeding $50,000,000 "in any 12-month period between the date the major regulation is estimated to be filed with the Secretary of State through 12 months after the major regulation is estimated to be fully implemented." (1 Code Regs. § 2000, subd. (g).) Preparation of a SRIA is subject to review by the Department of Finance ("DOF"). (1 Code Regs. § 2002, subd. (a).) The DOF will vigorously object if an agency attempts to evade the SRIA requirement for major regulations. (See OAL Matter Number: 2016-0104-01 [The OAL disapproved the Board of Equalization's proposed regulation because a SRIA was not prepared. The OAL agreed that the proposed regulation was major, based on the DOF's public comments].)

The APA requires the EIA and SRIA to evaluate several issues, including "elimination of jobs within the state" and "the elimination of existing businesses within the state." (Govt. Code, § 11346.3, subds. (b)(1)(A)-(B), (c)(1)(A-B).) The SRIA is also required to evaluate "[t]he competitive . . . disadvantages for businesses currently doing business within the state." (Govt. Code, § 11346.3, subds. (c)(1)(C).) The EIA and SRIA must be circulated with the 45-day materials (here, the ISOR), and must be supported by "facts, evidence, documents, [or] testimony," and made available for public review and comment for at least 45-days before an agency approves a regulation. (Govt. Code, §§ 11346.5, subds. (a)(7), (a)(8), 11347.3(b)(4).) The SRIA cannot be based on "mere speculati[on]." (*WSPA*, *supra*, 57 Cal.4th at 428.)

> "A regulation . . . may be declared invalid if . . . [t]he agency declaration . . . is in conflict with substantial evidence in the record." (*Calif. Ass'n of Medical Products Suppliers v. Maxwell-Jolly* (2011) 199 Cal.App.4th 286, 306.) "Inferences may constitute substantial evidence, but they must be the product of logic and reason. Speculation or conjecture alone is not substantial evidence." (*Roddenberry v. Roddenberry* (1996) 44 Cal.App.4th 634, 651.) "The ultimate test is whether it is reasonable . . . in light of the whole record." (*Id.* at p. 652.)

CARB did not prepare an SRIA because it classified the Proposed Amendments as a non-major regulation. Dismissing the SRIA requirement in three sentences in the Staff Report, CARB stated, "the annual economic impact of staff's proposal does not exceed $50 million in 2023 which is 12 months after full implementation of the warranty amendments, and hence this proposal is not a major regulation as defined by title 1 CCR section 2000(g), and thus a SRIA is not required." (See Staff Report at IX-11.)

This conclusion is not supported by substantial evidence. CARB staff states that direct costs incurred by engine and vehicle manufacturers due to the Proposed Amendments would be passed on to HD vehicle owners by increasing the purchase price of the vehicle. (Staff Report at IX-1, IX-8, IX-9, IX-10.) CARB "expects manufacturers to markup warranty packages to include a profit, by as much as 45%." (Staff Report at ES-11.) CARB's only source for this claim is a link from Fullbay, a company that provides HD repair software and does not engage in the sale of warranty packages of any kind.[1]

CARB's use of Fullbay's *Heavy Truck Shop Parts Pricing* (the "Fullbay article") as its data source for the 45% markup ceiling for the HD Warranty is erroneous for several reasons. (See Exhibit "A".) First, the Fullbay article only addresses pricing for HD vehicle parts. In fact, warranties are wholly absent and not even mentioned in the Fullbay article. (See Exhibit "A".)

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[1]A link to Fullbay's website for the Board's reference: https://www.fullbay.com/.

CARB also misconstrues the Fullbay article's interpretation of "45%." The Fullbay article states HD vehicle shops should *average a 45% profit before overhead.* (See Exhibit "A".) The Fullbay article, however, states: "Be careful not to confuse profit and markup. If you need a 45% profit, does that mean you mark your parts up 45%? No! Profit and markup are not the same thing. Many shops fall into the trap of assuming they are. To achieve a 45% profit, you don't mark your parts up 45%; you actually have to mark them up 81.6%." (See Exhibit "A".) Thus, CARB's claim that 45% is the markup ceiling for the HD Warranty is unsubstantiated by the evidence it cites. This is even more concerning considering CARB used the 45% markup ceiling to calculate the economic impact of the Proposed Amendments, which as a result is significantly undervalued.

Even if CARB were to use the Fullbay article markup table, a 45% profit would mean a 81.6% markup and a 75% profit could mean a 299.4% markup. (See Exhibit "A".) With no ceiling on what HD manufacturers could charge, fleet owners could expect the cost of HD Warranties to cost more than three times its current price.

Notwithstanding CARB's failure to prepare a SRIA, the current EIA for the Proposed Amendments does not meet the applicable standards. The analysis Programs' "potential adverse economic impact on California business and individuals of a proposed regulation," (Govt. Code, § 11346.3), is contained on pages 86-87 of the ISOR and pages 1-24 of Appendix C to the ISOR.

As stated above, CARB admits that the costs impacts on manufacturers will be passed on to fleet owners who will purchase HD Warranties. (Staff Report at p. 93.) CARB staff, however, dismisses the costs passed onto fleet owners as "indirect cost impacts." This ignores the fact that fleet owners may have to pay more than three times for an extended HD Warranty.

The EIA's discussion of "[t]he . . . elimination of jobs within the state," (Govt. Code, § 11346.3, subd. (b)(1)(A)) and the "[t]he . . . elimination of existing businesses within the state" (Govt. Code, § 11346.3, subd. (c)(1)(B)), is incomplete. CARB asserts that there will be "[m]inimal impacts . . . on the elimination of businesses within California." While fleet owners will have to pay an increased cost through a higher purchase price of HD vehicles, CARB believes the "benefits from reduced emission-related repair costs will mostly offset the increased capital cost." (ISOR at p. 93.) Thus, CARB is effectively conceding fleet owners will be forced to pay for the repair costs upfront since the repairs will be covered by the higher price of the HD Warranty.

CARB has also failed to comply with the APA by failing to look at all of its numerous rulemakings in 2018 and 2019 – and their impacts on California truckers – in the aggregate. The HD Warranty rulemaking is just one of numerous rulemakings CARB is considering in 2018 and 2019 that will increase costs on the trucking industry. For instance, in addition to the Proposed Amendments, CARB's website reveals that CARB is considering amendments to the CA Phase 2 and Tractor-Trailer Regulation, as well as amendments to the Heavy Duty Vehicle Inspection Program and Periodic Smoke Inspection Program (which CARB is unwilling or unable to effective enforce). In addition, Lawson understands CARB is considering anticipated regulations governing TRU units in 2019. Each of these regulations – and the regulations cumulatively – will increase costs on truckers. The EIA should be amended to consider the adverse cumulative impact of these regulations (as well as the existing Truck and Bus Regulation), and the overwhelming likelihood that CARB will continue to fail to enforce the regulations against non-compliant truckers. Because the EIA does not consider this "potential adverse economic impact on California business and individuals of a proposed regulation," (Govt. Code, § 11346.3), it fails under the APA.

As stated above, CARB's undervaluation of the potential markup goes to the heart of the economic impact conclusions in the Staff Report. The 45% markup ceiling is unsubstantiated, yet CARB uses that figure to calculate numerous figures throughout the Staff Report. As a result of the foregoing, CARB should decline to adopt the Proposed Amendments until such time as CARB is unable to substantiate and calculate the true cost of the Proposed Amendments on fleet owners. Absent that, CARB staff must prepare a SRIA or the EIA must be augmented to adequately address the adverse impacts on California businesses.

B. <u>CARB's Proposed Action Violates the Clean Air Act</u>

CARB asserts that "California is the only state with the authority to adopt and enforce emissions and test procedures for new motor vehicles and new motor vehicle engines that differ from federal emission standards and test procedures" citing Clean Air Act section 209(b)(1). (ISOR at p. 27.) This is only true provided that CARB first seeks a section 209 waiver from the EPA.

The Proposed Amendments apply to new 2022 and subsequent model MY HD diesel engines. Since section 209(a) applies to new motor vehicles and engines, the Proposed Amendments are necessarily implicated.

However, it does not appear that CARB has sought and received a section 209(b) waiver from EPA for the Proposed Amendments. Any mention of a section 209(b) waiver from the EPA is absent from the Staff Report. Rather, the Staff Report simply states "CARB is authorized to adopt different warranty requirements than those in effect at the federal level under the authority granted to it by the Health and Safety Code, and under the provisions of the federal Clean Air Act," with no further explanation. (ISOR at p. 103.) By failing to obtain a section 209 waiver for its Proposed Amendments, CARB has violated the Clean Air Act.

///

C. **CARB's Proposed Action Violates CEQA**

1. **CARB's Certified Regulatory Program Does Not Authorize a Finding of Exemption from CEQA**

The ISOR for the Proposed Amendments does not discuss the potential environmental effects of the Proposed Amendments, as required under the California Environmental Quality Act, Pub. Resources Code, § 21000, *et seq.* ("CEQA") and CARB's certified regulatory program, but instead purports to find the Proposed Amendments are "exempt" from CEQA:

> [S]taff has concluded that the proposed regulatory amendments qualify as exempt under CEQA because the action is both an action taken by a regulatory agency for protection of the environment (as described in CEQA Guidelines 15308 for "class 8" exemptions); and because it can be seen with certainty that there is no possibility that the proposed amendments may have a significant effect on the environment (as described in CEQA Guidelines 15061(b)(3) for "common sense" exemptions).

(ISOR at VII-1.)

A Notice of Exemption, however, is not a document cognizable under CARB's certified regulatory program. Nor is there any authority to suggest that CARB may avoid the procedures of its certified regulatory program in instances where CARB subjectively believes no environmental analysis is warranted. Section 60005(b) of CARB's certified regulatory program specifically states:

> ***All*** staff reports shall contain a description of the proposed action, an assessment of anticipated significant and long or short term adverse and beneficial environmental impacts associated with the proposed action and a succinct analysis of those impacts. The analysis shall address feasible mitigation measures and feasible alternatives to the proposed action which would substantially reduce any significant adverse impact identified.

(17 Cal. Code Regs., § 60005(a) [emphasis added].) Section 60007 refers to this analysis as the "Environmental Assessment." (*Id.*, § 60007(b).) CARB's certified regulatory program does not include any mechanism for CARB to find a proposed regulatory action is "exempt" from CARB's certified regulatory program or CEQA generally, (*id.* §§ 60005, 60006, 60007); rather, the Environmental Assessment must be included for "***[a]ll*** staff reports . . . ." (*Id.* § 60005(b) [emphasis added].) Moreover, CARB's certified regulatory program does not authorize the filing of a Notice of Exemption; rather, the only cognizable "notice" in the certified regulatory

program is the "notice of the final action" referenced in Section 60007(b), which Lawson understands CARB refers to as the "Notice of Decision."

The relevant document here is the "***Staff Report***: Initial Statement of Reasons" released May 8, 2018. As a result, CARB was required to comply with Section 60005 of its certified regulatory program, and prepare an Environmental Assessment – and not a Notice of Exemption. The Staff Report/ISOR should therefore be revised to include an Environmental Assessment, and recirculated for public review.

2. CARB is Seeking to Piecemeal Environmental Review.

Lawson has previously commented that CARB is seeking to impermissibly piecemeal environmental review by declining to analyze all of the upcoming regulations that affect the trucking industry together. As explained before, the "requirements of CEQA cannot be avoided by piecemeal review which results from chopping a large project into many little ones—each with a minimal potential impact on the environment—which cumulatively may have disastrous consequences." (*Envt'l Prot. Info. Ctr. v. Calif. Dept. of Forestry & Fire Prot.* (2008) 44 Cal.4th 459, 503.) Thus, CEQA "forbids 'piecemeal' review of the significant environmental impacts of a project." (*Berkeley Keep Jets Over the Bay Comm. v. Bd. of Port Comm'rs* (2011) 91 Cal.App.4th 1344, 1358.) Rather, when a lead agency undertakes the environmental review process, the lead agency must review and consider the "***whole*** of the action," (CEQA Guidelines, § 15378 [emphasis added]), and consider "the effects, both individual and ***collective***, of all activities involved in [the] project." (Pub. Resources Code, § 21002.1, subd. (d).) It is only through a complete and accurate "view of the project may affected outsiders and public decision-makers balance the proposal's benefit against its environmental cost, consider mitigation measures, assess the advantage of terminating the proposal . . . and weigh other alternatives in the balance." (*Berkeley Keep Jets*, *supra*, 91 Cal.App.4th at 1358.)

CARB is presently considering numerous regulatory actions that will adversely impact the trucking industry. The cumulative effect of these regulations, as well as CARB's policy of under-enforcement, is to incentivize non-compliance. As such, to avoid piecemealing, CARB's revised environmental document should include an analysis of the ***all*** pending efforts to increase costs on the trucking industry, and analyze whether CARB's inability to enforce existing and future regulations will cause unintended environmental effects.

D. CARB Impermissibly Double-Counts Benefits

CARB estimates the Proposed Amendments would "result in a statewide reduction in NOx emissions of 0.75 tons per day in the year 2030, as well as a small reduction in PM2.5 emissions (16 pounds per day in 2030)." (Staff Report at ES-11.) However, CARB has claimed similar reductions in NOx emissions and PM2.5 emissions in previously programs and rulemakings. CARB provides no explanation as to how these "benefits" will be achieved through the Proposed Amendments. Rather, CARB assumes that these "benefits" are solely the result of additional compliance as a result of fleet owners fixing problems under the HD Warranty, which CARB has failed to substantiate.

E. The Proposed Amendments Constitute a Regulatory Taking, Particularly When Combined with the Effects of (i) Other Rulemakings and (ii) CARB's Uneven Enforcement

Responsible truckers will be required to spend millions of dollars in purchasing extended HD Warranties under the Proposed Amendments, in addition to their existing compliance with other programs and regulations. There is no ascertainable public benefit associated with the Proposed Amendments, particularly when viewed in the context of these other programs and regulations. Making matters worse, CARB is failing to evenly enforce the regulations currently on the books, and is actively harming the responsible truckers who have dutifully complied with CARB's myriad regulations targeting the trucking industry.

CARB's actions – both with respect to the Proposed Amendments and cumulatively – result in a deprivation of private property in a manner that is arbitrary, capricious, and is of no benefit to the public. This violates well-settled constitutional property rights, and results in a regulatory taking. (See *Kelo v. City of New London, Conn.* (2005) 545 U.S. 469; see also Cal. Const. art. 1, § 19.)

Lawson will seek to recover the expenses it has incurred as a result of CARB's unjust, arbitrary, and capricious regulatory action.

F. Violation of Equal Protection and Due Process

By CARB's own admission, direct costs incurred by engine and vehicle manufacturers due to the Proposed Amendments would be passed on to fleet owners by increasing the purchase price of the vehicle. (Staff Report, Appendix C, at 1.) CARB has not provided rational justification for providing this significantly deferential treatment to engine and vehicle manufacturers compared to truckers. By effectively allowing engine and vehicle manufacturers to pass the costs of repairs to their customers, CARB places responsible compliant fleet and truck owners at a significant competitive disadvantage. Moreover, CARB erroneously warranty packages could be marked up to include a profit by as much as 45%. (Staff Report at IX-1, IX-8, IX-9, IX-10.) In reality, the warranty packages could be marked up to include a profit more than three times the price of current warranty packages. (See Ex. "A.") The Staff Report fails to recognize this result, let alone provide any rational justification for it. This is a violation of Lawson's equal protection and due process rights.

CONCLUSION

Based on the foregoing, CARB should decline to approve the Proposed Amendments. If CARB does consider the Proposed Amendments, CARB must fully discharge its obligations under the APA and CEQA, and ensure the Proposed Amendments will not violate Lawson's constitutional rights.

Respectfully submitted,

John P. Kinsey
WANGER JONES HELSLEY PC
Attorneys for John R. Lawson Rock & Oil, Inc.

Heavy Truck Shop Parts Pricing

We see many heavy truck shops that underprice their parts. A lot are not getting the profit margin they need (and may not even be covering their costs). Some picked a markup percentage long ago and just stuck with it. Others feel bad about making any profit on parts.

Heavy truck shop parts pricing should give you an average 45% profit between parts and labor. Only 25% of the average ticket should be spent on buying parts.

Don't fall into these traps. Heavy duty shops have to be deliberate in pricing parts–good parts pricing won't happen on its own. You'll see customers complain when parts are priced too high, but never when they're too low.

Making a profit is how you survive. If you don't make a profit on parts you have to make it up in other areas. As we discuss in our shop profitability article, even the nuns that founded St. Joseph's Hospital in Phoenix baked a profit into all the work the hospital did. They followed the mantra "No Margin, No Mission." So if even a charity needs a healthy margin to keep the doors open, don't you?

If you want your shop to survive and thrive, you must make a healthy profit on your parts. This article discusses how heavy truck shop parts pricing should work. Follow our guide below to figure out where your heavy duty parts should be priced.

Heavy Truck Shop Parts Pricing and You

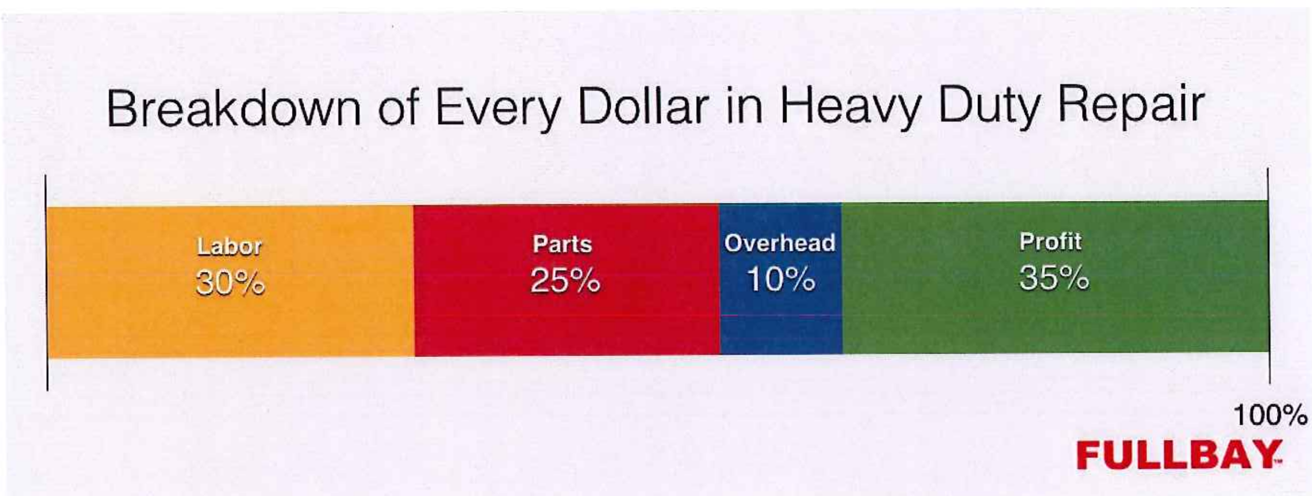
HOME DEMO VIDEOS BLOG NEWS FULLBAY LOGIN

EXHIBIT A

1. **Know your numbers:** Add up your costs so you know how much needs to be covered
2. **Do the math:** Start with the profit you need and back into a parts markup percentage
3. **Be reasonable:** Charge a higher markup for lower-priced parts
4. **Save your energy:** Use shop management software that calculates markup for you so you don't have to think about it every time

1. Know Your Numbers: How much cost needs to be covered?

Your total cost on parts shouldn't be any higher than 25% of sales. The chart below shows how every dollar of sales, on average, should be allocated in your shop. (30% to pay techs and managers; 25% to buy parts; and 10% for overhead. What's left is your profit.)



If your diesel repair shop is firing on all cylinders, profit should be 35% of sales. Labor should be 30%, parts 25%, and overhead 10%.

Anything higher than this 30/25/10 mix eats directly into profit. So if your cost on parts is above 25% of sales, you either need to charge more or cut your costs. Ways to cut costs include negotiating prices with suppliers and keeping inventory low.

tied up in inventory, cost of the parts room, insurance, obsolescence, and theft.

Cultivate a good relationship with your parts suppliers and constantly work on getting better pricing. Your shop management software should show which vendors you throw the most business to. Leverage these statistics to get better pricing. Your software should also make parts ordering very accurate. Vendors are more likely to give you a break on pricing if your parts return rate is low.

2. Do the Math: Back into a parts markup percentage

A heavy duty diesel shop should be making 35% profit after covering labor, parts, and overhead. If your profit is below 35%, there are adjustments you can make to get there. (Read more about this in our article on diesel repair shop profitability.)

To achieve 35%, your profit on parts and labor actually needs to average 45%. That is because of overhead. After covering 10% overhead you will come in at your target of 35%. If your profit on labor is higher than 45%, you can afford to make less profit on parts. If your profit on labor is less than 45%, you will need to make it up on parts. Heavy truck shop parts pricing done right will keep your profit where it should be.

Be careful not to confuse profit and markup. If you need a 45% profit, does that mean you mark your parts up 45%? No! Profit and markup are not the same thing. Many shops fall into the trap of assuming they are. To achieve a 45% profit, you don't mark your parts up 45%; you actually have to mark them up 81.6%.

Use the table below as a guide in converting profit to markup. Find your desired profit. Next to it will be the markup you will need to achieve that profit.

Converting Profit to Markup

Profit %	Markup %	Profit %	Markup %
20%	25.0%	50%	100.0%
25%	33.3%	55%	121.8%
30%	42.8%	60%	149.9%
35%	53.8%	65%	185.2%
40%	66.7%	70%	233.2%
45%	81.6%	75%	299.4%

FULLBAY

Profit and markup are not the same thing. Heavy truck shop parts pricing involves finding the profit you need, then backing into the markup you will charge to get that profit.

By the way, if you want to build this table yourself, the formula to convert profit to markup is: Profit = Markup / (Markup + 1). Read more in our profitability article about how to reduce the cost of parts.

3. Be Reasonable: Charge a higher markup for lower-priced parts

Now you have an idea of what your markup percentage should be. Let's say we've chosen 82% to get us a profit of 45% on our parts. Does this mean you charge an 82% markup across the board?

Consider the case of two parts: a $5,000 engine core and $5 wiper blades. You would get run out of town trying to charge an 82% markup on the engine core. But you could probably justify charging more than 82% on the wiper blades.

In other words, you should charge a higher markup for lower-cost parts, then gradually reduce the markup as the parts get more expensive. Heavy truck shop parts pricing should be on a graduated scale, using a parts pricing matrix.

Here is an example of a graduated markup scale.

Parts Pricing Matrix

Cost of Part	Gross Profit %	Markup %
$0.01 - $1	50%	100%
$1.01 - $10	43%	75%
$10.01 - $25	33%	50%
$25.01 - $150	31%	45%
$150.01 - $300	29%	40%
$300.01 - $500	23%	30%
$500.01 - $1,000	20%	25%
$1,000.01 - $5,000	17%	20%
$5,000.01 - Above	13%	15%

FULLBAY

Heavy truck shop parts pricing should be done on a graduated scale. This is an example parts pricing matrix that shows a higher markup for lower-priced parts.

4. Save Your Energy: Your shop management software should calculate the markup

Don't wait until the heat of the moment to do your parts markup. Your shop management software should do the math for you on the fly. The software should allow you to set up a graduated pricing

Heavy truck shop parts pricing should be automated like this due to the shear volume of parts coming through the shop. If you wait to calculate markup every time, you'll spend energy doing the math on markup that you could be spending more productively. Do the math once, then let your shop management software do the work for you going forward.

Conclusion

With a little effort upfront, parts will be a steady source of profit to your shop. With the right tools, heavy truck shop parts pricing will help you achieve your profitability goals.

We built Fullbay to drive consistent, predictable profitability on parts in your shop. It also runs the front and back office areas of your shop. Visit our demo request page or fill out the form below to see Fullbay in action.

Request a demo

First Name *

Last Name *

Email *

Phone *

Your Shop *

Preferred Time of Day

REQUEST DEMO

Philosophy

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Remember the 'Why'

Planning

Efficiency

Complaint, Cause, Correction

Go for Win-Win Deals

Accountability

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How to Attract Diesel Technicians

How to Set Your Labor Rates

How to Price Your Parts

How to Build Trust With Your Customers

How to Make Your Shop Profitable

Heavy Duty Labor Guides

Diesel Particulate Filter (DPF) Regen

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