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

12 In the Matter of the Accusation Against:

Case No. 77/10-01

13 **ALL TUNE & LUBE**  
14 **BURHANUDDIN MOJADEDI, OWNER**  
15 **151 West Main Street, Unit H**  
16 **Woodland, CA 95695**  
17 **Automotive Repair Dealer Reg. No. ARD 246828**

**ACCUSATION**

18 **and**

19 **BURHAN, INC.,**  
20 **dba WOODLAND AUTO CARE**  
21 **BURHANUDDIN MOJADEDI, PRESIDENT**  
22 **151 West Main Street, Unit H**  
23 **Woodland, CA 95695**  
24 **Automotive Repair Dealer Reg. No. ARD 257347**  
25 **Smog Check Station License No. RC 257347**

26 Respondents.

27 Complainant alleges:

28 **PARTIES**

1. Sherry Mehl ("Complainant") brings this Accusation solely in her official capacity as the Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.

2. On or about September 1, 2006, the Director of Consumer Affairs ("Director") issued Automotive Repair Dealer Registration Number ARD 246828 (hereinafter "registration") to

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1 Burhanuddin Mojadedi ("Respondent Mojadedi" or "Mojadedi"), owner of All Tune & Lube.  
2 Respondent's registration expired on August 31, 2008.

3 3. On or about April 22, 2008, Burhan, Inc. was incorporated in the State of California.  
4 A Statement of Information was filed with the California Secretary of State, designating  
5 Respondent Mojadedi as the sole officer of the corporation.

6 4. On or about February 17, 2009, the Director issued Automotive Repair Dealer  
7 Registration Number ARD 257347 (hereinafter "registration") to Burhan, Inc. ("Respondent  
8 Burhan"), doing business as Woodland Auto Care, with Mojadedi as president. Respondent's  
9 registration will expire on December 31, 2010, unless renewed.

10 5. On or about September 3, 2009, the Director issued Smog Check Station License  
11 Number RC 257347 to Respondent Burhan. Respondent's smog check station license will expire  
12 on December 31, 2010, unless renewed.

13 **JURISDICTION**

14 6. Business and Professions Code ("Bus. & Prof. Code") section 9884.7 provides that  
15 the Director may invalidate an automotive repair dealer registration.

16 7. Bus. & Prof. Code section 9884.13 provides, in pertinent part, that the expiration of a  
17 valid registration shall not deprive the Director of jurisdiction to proceed with a disciplinary  
18 proceeding against an automotive repair dealer or to render a decision invalidating a registration  
19 temporarily or permanently.

20 8. Health and Safety Code ("Health & Saf. Code") section 44002 provides, in pertinent  
21 part, that the Director has all the powers and authority granted under the Automotive Repair Act  
22 for enforcing the Motor Vehicle Inspection Program.

23 9. Health & Saf. Code section 44072.6 provides, in pertinent part, that the expiration or  
24 suspension of a license by operation of law, or by order or decision of the Director of Consumer  
25 Affairs, or a court of law, or the voluntary surrender of the license shall not deprive the Director  
26 of jurisdiction to proceed with disciplinary action.

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1           12. Bus. & Prof. Code section 9884.6, subdivision (a), states that it is unlawful for any  
2 person to be an automotive repair dealer unless that person has registered in accordance with this  
3 chapter and unless that registration is currently valid.

4           13. Bus. & Prof. Code section 9884.8 states, in pertinent part:

5                   All work done by an automotive repair dealer, including all warranty  
6 work, shall be recorded on an invoice and shall describe all service work done and  
7 parts supplied. Service work and parts shall be listed separately on the invoice, which  
8 shall also state separately the subtotal prices for service work and for parts, not  
9 including sales tax, and shall state separately the sales tax, if any, applicable to each.  
10 If any used, rebuilt, or reconditioned parts are supplied, the invoice shall clearly state  
11 that fact. If a part of a component system is composed of new and used, rebuilt or  
12 reconditioned parts, that invoice shall clearly state that fact. The invoice shall include  
13 a statement indicating whether any crash parts are original equipment manufacturer  
14 crash parts or nonoriginal equipment manufacturer aftermarket crash parts. One copy  
15 of the invoice shall be given to the customer and one copy shall be retained by the  
16 automotive repair dealer.

17           14. Bus. & Prof. Code section 9884.9 states, in pertinent part:

18                   (a) The automotive repair dealer shall give to the customer a written  
19 estimated price for labor and parts necessary for a specific job. No work shall be done  
20 and no charges shall accrue before authorization to proceed is obtained from the  
21 customer. No charge shall be made for work done or parts supplied in excess of the  
22 estimated price without the oral or written consent of the customer that shall be  
23 obtained at some time after it is determined that the estimated price is insufficient and  
24 before the work not estimated is done or the parts not estimated are supplied. Written  
25 consent or authorization for an increase in the original estimated price may be  
26 provided by electronic mail or facsimile transmission from the customer. The bureau  
27 may specify in regulation the procedures to be followed by an automotive repair  
28 dealer when an authorization or consent for an increase in the original estimated price  
is provided by electronic mail or facsimile transmission. If that consent is oral, the  
dealer shall make a notation on the work order of the date, time, name of person  
authorizing the additional repairs and telephone number called, if any, together with a  
specification of the additional parts and labor and the total additional cost . . .

(b) The automotive repair dealer shall include with the written estimated  
price a statement of any automotive repair service that, if required to be done, will be  
done by someone other than the dealer or his or her employees. No service shall be  
done by other than the dealer or his or her employees without the consent of the  
customer, unless the customer cannot reasonably be notified. The dealer shall be  
responsible, in any case, for any service in the same manner as if the dealer or his or  
her employees had done the service . . .

15           15. Bus. & Prof. Code section 9884.11 states that "[e]ach automotive repair dealer shall  
16 maintain any records that are required by regulations adopted to carry out this chapter [the  
17 Automotive Repair Act]. Those records shall be open for reasonable inspection by the chief or  
18 other law enforcement officials. All of those records shall be maintained for at least three years."

1 16. Bus. & Prof. Code section 22, subdivision (a), states:

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

6 17. Bus. & Prof. Code section 477, subdivision (b), states, in pertinent part, that a  
7 "license" includes "registration" and "certificate."

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

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

12 . . . .

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

15 19. Health & Saf. Code section 44072.8 states that when a license has been revoked or  
16 suspended following a hearing under this article, any additional license issued under this chapter  
17 in the name of the licensee may be likewise revoked or suspended by the director.

18 **(Regulatory Provisions)**

19 20. California Code of Regulations, title 16, section ("Regulation") 3303, subdivision (j),  
20 states:

21 "Authorization" means consent. Authorization shall consist of the  
22 customer's signature on the work order, taken before repair work begins.  
23 Authorization shall be valid without the customer's signature only when oral or  
24 electronic authorization is documented in accordance with applicable sections of  
25 these regulations.

26 21. Regulation 3356 states, in pertinent part:

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

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

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

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

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

6 (C) The subtotal price for all service and repair work performed.

7 (D) The subtotal price for all parts supplied, not including sales tax.

8 (E) The applicable sales tax, if any.

9 (b) If a customer is to be charged for a part, that part shall be specifically  
10 listed as an item in the invoice, as provided in subparagraph (B) of paragraph (2) of  
subsection (a) above. If that item is not listed in the invoice, it shall not be regarded as  
11 a part, and a separate charge may not be made for it . . .

12 22. Regulation 3356.1 states:

13 An automotive repair dealer may charge a customer for costs associated  
14 with the handling, management and disposal of toxic wastes or hazardous substances  
under California or federal law which directly relate to the servicing or repair of the  
15 customer's vehicle. Such charge must be disclosed to the customer by being  
separately itemized on the estimate prepared pursuant to Section 9884.9(a) of the  
16 Business and Professions Code and on the invoice prepared pursuant to Section  
9884.8 of the Business and Professions Code. In order to assess this charge, the  
17 automotive repair dealer must note on the estimate and invoice the station's  
Environmental Protection Agency identification number required by Section 262.12  
18 of Title 40 of the Code of Federal Regulations.

19 23. Regulation 3358 states:

20 Each automotive repair dealer shall maintain legible copies of the  
following records for not less than three years:

21 (a) All invoices relating to automotive repair including invoices received  
22 from other sources for parts and/or labor.

23 (b) All written estimates pertaining to work performed.

24 (c) All work orders and/or contracts for repairs, parts and labor. All such  
25 records shall be open for reasonable inspection and/or reproduction by the bureau or  
other law enforcement officials during normal business hours.

26 24. Regulation 3366, subdivision (a), states, in pertinent part:

27 (a) Except as provided in subsection (b) of this section, any automotive  
28 repair dealer that advertises or performs, directly or through a sublet contractor,  
automotive air conditioning work and uses the words service, inspection, diagnosis,

1 top off, performance check or any expression or term of like meaning in any form of  
2 advertising or on a written estimate or invoice shall include and perform all of the  
3 following procedures as part of that air conditioning work:

4 . . . .

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

7 (16) The center air distribution outlet temperature has been measured and  
8 recorded on the final invoice . . .

9 25. Regulation 3371 states, in pertinent part:

10 No dealer shall publish, utter, or make or cause to be published, uttered,  
11 or made any false or misleading statement or advertisement which is known to be  
12 false or misleading, or which by the exercise of reasonable care should be known to  
13 be false or misleading . . .

14 26. Regulation 3372 states:

15 In determining whether any advertisement, statement, or representation is  
16 false or misleading, it shall be considered in its entirety as it would be read or heard  
17 by persons to whom it is designed to appeal. An advertisement, statement, or  
18 representation shall be considered to be false or misleading if it tends to deceive the  
19 public or impose upon credulous or ignorant persons.

20 27. Regulation 3373 states:

21 No automotive repair dealer or individual in charge shall, in filling out an  
22 estimate, invoice, or work order, or record required to be maintained by section  
23 3340.15(f) of this chapter, withhold therefrom or insert therein any statement or  
24 information which will cause any such document to be false or misleading, or where  
25 the tendency or effect thereby would be to mislead or deceive customers, prospective  
26 customers, or the public.

27 **COST RECOVERY**

28 28. Bus. & Prof. Code section 125.3 provides, in pertinent part, that a Board may request  
the administrative law judge to direct a licentiate found to have committed a violation or  
violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation  
and enforcement of the case.

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1 **SECOND CAUSE FOR DISCIPLINE**

2 **(Violations of Regulations)**

3 32. Respondent Mojadedi is subject to disciplinary action pursuant to Bus. & Prof. Code  
4 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation 3356.  
5 subdivisions (a)(2)(A) and (B), in the following material respects: Respondent failed to  
6 separately list, describe, and identify on the invoice all repair work performed on Centeno's 2004  
7 Ford Focus, including the replacement of the engine mounts and the tire alignment, and all parts  
8 supplied on the vehicle, including the engine mounts, and the price for each part.

9 **CONSUMER COMPLAINT (SERRATO): 1991 MERCEDES 420 SEL**

10 33. On or about July 14, 2008, the Bureau received a complaint from Robert Serrato  
11 ("Serrato"), alleging that All Tune & Lube performed substandard air conditioning ("A/C")  
12 repairs on his 1991 Mercedes 420 SEL and charged him for refrigerant (Freon) when the A/C  
13 system was not in need of new Freon. The repairs were performed on the vehicle on or about  
14 June 25, 2008. Serrato provided the Bureau with a copy of Invoice/Work Order No. 6479 which  
15 he had received from the facility.

16 34. On July 28, 2008, a representative of the Bureau went to the facility and requested the  
17 repair invoice on Serrato's vehicle. Mojadedi stated that he had fired "Ali" the service manager  
18 and was not sure where the paperwork was for the job. The representative requested that  
19 Mojadedi fax the Bureau copies of all repair records on the vehicle, including invoices and parts  
20 receipts, before August 4, 2008. Mojadedi failed to provide the Bureau with the records.

21 **THIRD CAUSE FOR DISCIPLINE**

22 **(Departure from Trade Standards)**

23 35. Respondent Mojadedi is subject to disciplinary action pursuant to Bus. & Prof. Code  
24 section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded

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1 accepted trade standards for good and workmanlike repair without the consent of the owner or the  
2 owner's duly authorized representative in the following material respects:

3 a. Respondent failed to record on Invoice/Work Order No. 6479 the high and low side  
4 system operating pressures of the A/C system on Serrato's 1991 Mercedes 420 SEL as required  
5 by Regulation 3366, subdivision (a)(15).

6 b. Respondent failed to record on Invoice/Work Order No. 6479 the center air  
7 distribution outlet temperature of the A/C system on Serrato's 1991 Mercedes 420 SEL , as  
8 required by Regulation 3366, subdivision (a)(16).

9 **FOURTH CAUSE FOR DISCIPLINE**

10 **(Violations of the Bus. & Prof. Code)**

11 36. Respondent Mojadedi is subject to disciplinary action pursuant to Bus. & Prof. Code  
12 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with provisions of that  
13 Code in the following material respects:

14 a. **Section 9884.9, subdivision (a):** Respondent failed to obtain or document on Invoice  
15 No. 6479 Serrato's authorization for the A/C repairs on his 1991 Mercedes 420 SEL.

16 b. **Section 9884.11:** Respondent failed to maintain all records pertaining to the repairs  
17 performed on Serrato's 1991 Mercedes 420 SEL, including estimates, invoices, and parts receipts,  
18 or failed to make those records available for inspection by the Bureau.

19 **FIFTH CAUSE FOR DISCIPLINE**

20 **(Violations of Regulations)**

21 37. Respondent Mojadedi is subject to disciplinary action pursuant to Bus. & Prof. Code  
22 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation 3356,  
23 subdivisions (a)(2)(A) and (B), in a material respect, as follows: Respondent failed to separately  
24 list, describe, and identify on Invoice/Work Order No. 6479 the A/C repairs performed and parts  
25 supplied on Serrato's 1991 Mercedes 420 SEL.

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1                                   **CONSUMER COMPLAINT (AYALA): 2000 HONDA ODYSSEY**

2           38. On or about August 15, 2008, the Bureau received a complaint from Edgardo Ayala  
3 ("Ayala"), alleging that All Tune & Lube failed to properly install the new rear brakes on his  
4 2000 Honda Odyssey. The repairs were performed by the facility on or about July 15, 2008, and  
5 Ayala was given a copy of Invoice/Work Order No. 6582.

6                                   **SIXTH CAUSE FOR DISCIPLINE**

7                                   **(Failure to Record Odometer Reading)**

8           39. Respondent Mojadedi is subject to disciplinary action pursuant to Bus. & Prof. Code  
9 section 9884.7, subdivision (a)(2), in that Respondent caused or allowed Ayala to sign  
10 Invoice/Work Order No. 6582 which did not state the odometer reading of Ayala's 2000 Honda  
11 Odyssey.

12                                   **SEVENTH CAUSE FOR DISCIPLINE**

13                                   **(Violations of Regulations)**

14           40. Respondent Mojadedi is subject to disciplinary action pursuant to Bus. & Prof. Code  
15 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation 3356,  
16 subdivisions (a)(2)(A) and (B), in a material respect, as follows: Respondent failed to separately  
17 list, describe, and identify on Invoice/Work Order No. 6582 all brake repairs performed and parts  
18 supplied on Ayala's 2000 Honda Odyssey.

19                                   **CONSUMER COMPLAINT (JOHNSON): 2005 TOYOTA TUNDRA**

20           41. On or about December 2, 2008, the Bureau received a complaint from Timothy  
21 Johnson ("Johnson"), alleging that All Tune & Lube failed to properly repair his 2005 Toyota  
22 Tundra. On or about November 22, 2008, Johnson took his vehicle to the facility and requested,  
23 among other things, a 90,000 mile service and a new timing belt. The facility prepared an  
24 estimate, listing the repairs requested by Johnson, and stated that they would call him the  
25 following morning with the total price for the repairs. The next day, Johnson called the facility  
26 and was given a verbal estimate of \$1,190, which he authorized. Later, Johnson was informed by  
27 the facility that they could not finish the repairs because they received the timing belt too late and  
28 asked Johnson if they could keep the vehicle until November 24, 2008. On November 24, 2008,

1 Johnson went to the facility to retrieve the vehicle and found that the engine had been torn down a  
2 second time to access the timing belt. On November 25, 2008, Johnson returned to the facility  
3 and found that the right side of the engine had been torn down. Johnson spoke with the manager,  
4 who told him that he would have a "specialist" look at the vehicle on November 26, 2008.  
5 Johnson requested the written estimate, but the manager refused to provide it to him. On  
6 November 26, 2008, Johnson attempted to obtain the estimate again, without success.

7 42. On December 10, 2008, a representative of the Bureau called Johnson. Johnson told  
8 the representative that the vehicle was still at the facility, that he was never advised there was a  
9 problem with the engine, and that when he went to pick up the vehicle, he found that the right  
10 side cylinder head had been removed from the engine.

11 43. On December 11, 2008, the representative went to the facility and spoke with  
12 Mojadedi. Mojadedi stated that his facility had damaged the engine when the existing timing belt  
13 slipped during the installation of the new timing belt, and that his technician removed the cylinder  
14 head to repair the damage. The representative discussed the delinquent status of Mojadedi's  
15 registration (the registration had expired on August 31, 2008). Mojadedi stated that he had  
16 spoken with "Jeff" in licensing and was attempting to change the name of the business to  
17 Woodland Auto Repair. Later, the representative learned that the licensing division at the Bureau  
18 had not received any information from Mojadedi regarding the proposed name change. The  
19 representative contacted Mojadedi and advised him that it was unlawful to operate an automotive  
20 repair facility without a valid registration. That same day, Johnson paid Mojadedi for the repairs  
21 and had the vehicle towed to Hanlees Toyota (hereinafter "Hanlees") in Davis, California.

22 44. On December 13, 2008, the representative called Hanlees and was informed that  
23 McLean's Machine Shop (hereinafter "McLeans") in Woodland had performed the repairs to the  
24 cylinder heads. Later, the representative called McLean's and was advised that All Tune & Lube  
25 had brought in a right side cylinder head with 8 broken exhaust valves and that McCleans  
26 repaired the cylinder head.

27 45. On December 16, 2008, the representative went to Hanlees and inspected the vehicle  
28 after the upper intake manifold (plenum) and valve covers were removed. The representative

1 took photographs of the vehicle, including the broken exhaust valves that were removed from the  
2 cylinder head. The service manager told the representative that the scissor gear springs had not  
3 been correctly adjusted (the gear springs had no tension in them), causing the noise in the engine,  
4 one of the spark plugs was broken, and 24 valves were out of adjustment.

5 46. On December 23, 2008, the vehicle was inspected by Hanlees in the presence of the  
6 representative. The representative was informed that Hanlees found additional damage to the  
7 vehicle. The bolts were stripped at the exhaust manifold to exhaust pipe fitting and the radiator  
8 core support was damaged. Hanlees repaired the vehicle at a total cost of \$2,334.63.

9 47. On or about February 26, 2009, Johnson returned the vehicle to Hanlees because it  
10 was making a knocking noise. Hanlees performed a diagnostic check and found that a rod  
11 bearing was failing in the engine. Johnson received an estimate of \$9,629 to replace the engine in  
12 the vehicle.

13 48. On or about April 30, 2009, Johnson took the vehicle to B & F Automotive in  
14 Woodland for a second opinion. B & F Automotive confirmed that the rod bearing was failing.

15 **EIGHTH CAUSE FOR DISCIPLINE**

16 **(Gross Negligence)**

17 49. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.  
18 & Prof. Code section 9884.7, subdivision (a)(5), in that Respondents committed acts constituting  
19 gross negligence, as follows: Respondents failed to properly install the new timing belt on  
20 Johnson's 2005 Toyota Tundra, causing the exhaust valves to break and resulting in catastrophic  
21 failure of the engine. Further, Respondents attempted to repair the engine without Johnson's  
22 knowledge or authorization, resulting in further damage to the vehicle.

23 **NINTH CAUSE FOR DISCIPLINE**

24 **(Departure from Trade Standards)**

25 50. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.  
26 & Prof. Code section 9884.7, subdivision (a)(7), in that Respondents willfully departed from or  
27 disregarded accepted trade standards for good and workmanlike repair without the consent of the

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1 owner or the owner's duly authorized representative in certain material respects, as set forth in  
2 paragraph 49 above.

3 **TENTH CAUSE FOR DISCIPLINE**

4 **(Unauthorized Sublet of Repairs)**

5 51. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.  
6 & Prof. Code section 9884.7, subdivision (a)(9), in that Respondents had McLean's Machine  
7 Shop repair the damaged right side cylinder head on Johnson's 2005 Toyota Tundra without  
8 Johnson's knowledge or consent.

9 **ELEVENTH CAUSE FOR DISCIPLINE**

10 **(Violations of the Bus. & Prof. Code)**

11 52. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.  
12 & Prof. Code section 9884.7, subdivision (a)(6), in that Respondents failed to comply with  
13 provisions of that Code in the following material respects:

14 a. **Section 9884.6, subdivision (a)**: Respondents acted in the capacity of an automotive  
15 repair dealer by performing repairs on Johnson's 2005 Toyota Tundra, as set forth above, without  
16 a current or valid registration.

17 b. **Section 9884.9, subdivision (a)**:

18 1. Respondents failed to record on their final invoice the date and time Johnson  
19 authorized the verbal estimate of \$1,190 for the repairs on his 2005 Toyota Tundra, Johnson's  
20 name and telephone number, and the nature and total cost of the repairs.

21 2. Respondents failed or refused to provide Johnson with the written estimate as  
22 requested, as set forth in paragraph 41 above.

23 3. Respondents failed to obtain Johnson's authorization for the removal and repair  
24 of the damaged right side cylinder head on his 2005 Toyota Tundra.

25 **TWELFTH CAUSE FOR DISCIPLINE**

26 **(Violations of Regulations)**

27 53. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.  
28 & Prof. Code section 9884.7, subdivision (a)(6), in that Respondents failed to comply with

1 Regulation 3356, subdivisions (a)(2)(A) and (B), in a material respect, as follows: Respondents  
2 failed to separately list, describe, and identify on the final invoice all repairs performed and parts  
3 supplied on Johnson's 2005 Toyota Tundra relating to the damaged right side cylinder head.

4 **CONSUMER COMPLAINT (SHUJI): 2001 VOLVO V70**

5 54. On or about December 31, 2008, the Bureau received a complaint from Fujishima  
6 Shuji ("Shuji"), alleging that All Tune & Lube failed to properly repair his 2001 Volvo V70.  
7 Shuji took the vehicle to the facility on November 15, 2008. The facility prepared a work order  
8 recommending various repairs on the vehicle, including a "30/60/90" mile service and the  
9 replacement of the timing belt and valve cover gaskets. On or about November 18, 2008, Shuji  
10 retrieved the vehicle from the facility after the repairs and service were completed, and found that  
11 the check engine light was on and the vehicle was running rough. Shuji returned the vehicle to  
12 the facility several times for warranty repairs, but the problems were not resolved. Shujidid not  
13 receive any invoices during his follow up visits at the facility. On or about December 30, 2008,  
14 Shuji took the vehicle to Volvo California Swedish (hereinafter "VCS") for a diagnosis.

15 55. On January 23, 2009, a representative of the Bureau went to VCS and met with the  
16 technician, Robert. Robert inspected the vehicle in the representative's presence and found that  
17 various bolts were missing or stripped in the spark plug cover, the camshaft seals were not  
18 correctly installed, and the variable valve timing was not properly adjusted.

19 56. On January 26, 2009, Shuji called the representative and reported that the vehicle had  
20 been disassembled by VCS and that VCS found additional damage to the vehicle. The  
21 representative went to VCS and met with Robert. Robert stated that the front crankshaft seal did  
22 not appear to have been replaced and that silicone sealant had been installed on the rear of the  
23 camshaft seals. Robert also stated that silicone sealant had been installed on the valve cover in  
24 place of a valve cover gasket. Later, the representative went to All Tune & Lube and requested  
25 copies of the repair records on the vehicle, including all parts receipts.

26 57. On February 9, 2009, the Bureau received copies of various documents from  
27 Respondent Mojadedi, including a receipt from Kragens for brake parts. Mojadedi did not

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1 provide the Bureau with parts receipts for the valve cover gasket or the 5 camshaft and crankshaft  
2 seals that were allegedly installed on the vehicle.

3 **THIRTEENTH CAUSE FOR DISCIPLINE**

4 **(Untrue or Misleading Statements)**

5 58. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.  
6 & Prof. Code section 9884.7, subdivision (a)(1), in that Respondents made or authorized  
7 statements which they knew or in the exercise of reasonable care should have known to be untrue  
8 or misleading, as follows:

9 a. Respondents represented on Invoice No. 1063 that the valve cover gasket on Shuji's  
10 2001 Volvo V70 had been replaced. In fact, silicone sealant had been installed on the valve cover  
11 in place of a valve cover gasket. Further, the manufacturer (Volvo) does not make a valve cover  
12 gasket for the vehicle.

13 b. Respondents represented on Invoice No. 1063 that 5 camshaft and crankshaft seals  
14 had been installed on Shuji's 2001 Volvo V70. In fact, only 3 camshaft and crankshaft seals had  
15 been installed on the vehicle.

16 c. Respondents or their employees falsified the parts receipt from Kragens by altering  
17 the date the brake parts were purchased and the model number and engine size of the vehicle,  
18 described on the receipt, to reflect that the brake parts had been purchased for Shuji's 2001 Volvo  
19 V70.

20 **FOURTEENTH CAUSE FOR DISCIPLINE**

21 **(Fraud)**

22 59. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.  
23 & Prof. Code section 9884.7, subdivision (a)(4), in that Respondents committed acts constituting  
24 fraud, as follows:

25 a. Respondents obtained payment from Shuji for replacing the valve cover gasket on his  
26 2001 Volvo V70. In fact, silicone sealant had been installed on the valve cover in place of a  
27 valve cover gasket. Further, the manufacturer (Volvo) does not make a valve cover gasket for the  
28 vehicle.





1 **NINETEENTH CAUSE FOR DISCIPLINE**

2 (Violations of Regulations)

3 65. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.  
4 & Prof. Code section 9884.7, subdivision (a)(6), in that Respondents failed to comply with  
5 Regulation 3356, subdivisions (a)(2)(A) and (B), in the following material respects:

6 a. Respondents listed "oil pan gasket" on Invoice/Work Order No. 6081 with a price of  
7 \$280, but failed to state whether the part was new, used, reconditioned, or rebuilt. Further,  
8 Respondents failed to separately list, describe, or identify the repair procedures that were  
9 performed on Marion's 1999 Mazda 626 relating to the oil pan gasket and wheel boot, and failed  
10 to list the wheel boot as a part supplied on the vehicle.

11 b. Respondents failed to indicate on Invoice/Work Order No. 6581 whether the parts  
12 listed (the timing belt, alternator belt, camshaft seals, and crank seals) were new, used,  
13 reconditioned, or rebuilt, and failed to separately list, describe, or identify the repair procedures  
14 that were performed on the vehicle relating to those parts. Further, Respondents failed to record  
15 the replacement of the valve cover gaskets.

16 **CONSUMER COMPLAINT (TEUSCHER): 2006 NISSAN ALTIMA**

17 66. On or about February 25, 2009, the Bureau received a complaint from Keli Teuscher  
18 ("Teuscher"), alleging that Woodland Auto Care had not repaired her 2006 Nissan Altima as  
19 invoiced. On or about February 23, 2009, Teuscher took the vehicle to the facility for a 30,000  
20 mile service. Teuscher had a *Pennysaver* coupon from Woodland Auto Care offering a  
21 "30/60/90" mile maintenance service, which included new spark plugs, a cooling system flush,  
22 and a transmission service. When Teuscher returned to the facility to retrieve the vehicle, she  
23 was given Invoice No. 1450. Teuscher asked Mojadedi why the advertised transmission service  
24 was not listed on the invoice. Mojadedi made a handwritten notation on the invoice that the  
25 transmission was "done".

26 67. On March 18, 2009, a representative of the Bureau inspected the vehicle and found  
27 that the transmission had not been serviced or flushed.

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1 Altima relating to the fuel injection service, basic tune up, and coolant flush allegedly performed  
2 on the vehicle.

3 b. **Regulation 3371**: Respondent published, uttered, or made or caused to be published,  
4 uttered, or made false or misleading statements or advertising which Respondent knew or in the  
5 exercise of reasonable care should have known to be false or misleading, as follows: Respondent  
6 represented on its *Pennysaver* advertisement or coupon, identified in paragraph 66 above, that the  
7 30,000 mile maintenance service included new spark plugs, a cooling system flush, and a  
8 transmission service. In fact, none of those services were performed on Teuscher's 2006 Nissan  
9 Altima.

#### 10 **UNDERCOVER OPERATION #1: 2000 CHEVROLET TAHOE**

11 75. On March 25, 2009, an undercover operator with the Bureau (hereinafter "operator")  
12 took the Bureau's 2000 Chevrolet Tahoe to Woodland Auto Care. A defective PCV (positive  
13 crankcase ventilation) valve was installed on the Bureau-documented vehicle and the right side  
14 valve cover was loosened, creating an oil leak. The operator met with the service manager,  
15 Chuck Russo ("Russo"), and told him that she had a coupon for an oil change and a brake  
16 inspection. The operator also requested that they inspect the vehicle because it had a "funny  
17 smell." The operator signed and received a copy of a written estimate in the amount of \$18.39 for  
18 the oil change service and brake inspection, then left the facility.

19 76. At approximately 1158 hours that same day, Russo called the operator and told her  
20 that the rear brakes on the vehicle were less than 25% and needed replacement. Russo gave the  
21 operator a verbal estimate of \$220 to repair the vehicle, which the operator authorized.

22 77. At approximately 1348 hours, the operator returned to the facility to retrieve the  
23 vehicle, paid Russo \$245 in cash, and received a copy of Invoice No. 1196.

24 78. On March 26, 2009, the Bureau inspected the vehicle using the invoice for  
25 comparison. The Bureau found that the facility performed an unnecessary repair on the vehicle  
26 and failed to detect or diagnose the loose right side valve cover and the defective PCV valve.

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1 **TWENTY-FOURTH CAUSE FOR DISCIPLINE**

2 **(Untrue or Misleading Statements)**

3 79. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
4 section 9884.7, subdivision (a)(1), in that Respondent made or authorized a statement which it  
5 knew or in the exercise of reasonable care should have known to be untrue or misleading, as  
6 follows: Respondent's service manager, Russo, represented to the operator that the rear brakes on  
7 the Bureau's 2000 Chevrolet Tahoe needed replacement. In fact, the rear brake shoes were within  
8 manufacturer's specifications, were in good condition, and were not in need of replacement at the  
9 time the vehicle was taken to Woodland Auto Care. Further, the existing brake shoes had more  
10 brake material or lining on them than the brake shoes installed by the facility.

11 **TWENTY-FIFTH CAUSE FOR DISCIPLINE**

12 **(Fraud)**

13 80. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
14 section 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as  
15 follows: Respondent's service manager, Russo, made a false or misleading representation to the  
16 operator regarding the Bureau's 2000 Chevrolet Tahoe, as set forth in paragraph 79 above, in  
17 order to induce the operator to authorize an unnecessary repair on the vehicle, then sold the  
18 operator an unnecessary repair, the replacement of the rear brakes shoes.

19 **TWENTY-SIXTH CAUSE FOR DISCIPLINE**

20 **(Violations of the Bus. & Prof. Code)**

21 81. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
22 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9,  
23 subdivision (a), of that Code in the following material respects:

24 a. Respondent failed to record on Invoice No. 1196 the operator's authorization for the  
25 brake repairs on the Bureau's 2000 Chevrolet Tahoe.

26 b. Respondent exceeded the \$220 estimate price for the repairs on the Bureau's 2000  
27 Chevrolet Tahoe without the operator's oral or written consent.

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1 **TWENTY-SEVENTH CAUSE FOR DISCIPLINE**

2 (Violations of Regulations)

3 82. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
4 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation 3356.1 in  
5 a material respect, as follows: Respondent charged the operator a hazardous waste disposal fee of  
6 \$6 on Invoice No. 1196, but failed to note its Environmental Protection Agency identification  
7 number as required by Section 262.12 of Title 40 of the Code of Federal Regulations.

8 **UNDERCOVER OPERATION #2: 2001 CHEVROLET MONTE CARLO**

9 83. On May 14, 2009, an undercover operator with the Bureau (hereinafter "operator")  
10 took the Bureau's 2001 Chevrolet Monte Carlo to Woodland Auto Care and was greeted by  
11 "Christina". The operator told Christina that she had a coupon for an oil change and free brake  
12 inspection and also wanted a safety inspection on the vehicle. Christina did not provide the  
13 operator with a written estimate for the services. The operator left the facility.

14 84. At approximately 1440 hours, Christina called the operator and told her that the oil  
15 change had been completed as well as the brake and safety inspections and that everything looked  
16 good.

17 85. On May 15, 2009, the operator returned to the facility to retrieve the vehicle, paid  
18 Christina \$19.05 in cash, and received a copy of an invoice.

19 **TWENTY-EIGHTH CAUSE FOR DISCIPLINE**

20 (Violations of the Bus. & Prof. Code)

21 86. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
22 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9,  
23 subdivision (a), of that Code in a material respect, as follows: Respondent's employee, Christina,  
24 failed to provide the operator with a written estimate for parts and labor necessary for a specific  
25 job.

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1 **TWENTY-NINTH CAUSE FOR DISCIPLINE**

2 **(Violations of Regulations)**

3 87. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
4 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation 3356,  
5 subdivision (a)(2)(B), in a material respect, as follows: Respondent failed to separately list,  
6 describe, or identify on the invoice the brake and safety inspections that were performed on the  
7 Bureau's 2001 Chevrolet Monte Carlo.

8 **CONSUMER COMPLAINT (NGUYEN): 1992 MAZDA MPV**

9 88. On or about June 3, 2009, the Bureau received a complaint from Vu Nguyen  
10 ("Nguyen"), alleging that Woodland Auto Care failed to properly repair his 1992 Mazda MPV.  
11 On or about April 24, 2009, Nguyen took the vehicle to the facility to have the timing belt and  
12 water pump replaced. Nguyen paid \$566 for the repairs and received a copy of Repair Order No.  
13 232. On or about April 30, 2009, Nguyen returned the vehicle to the facility due to a loss of  
14 power. Nguyen had the timing belt hydraulic tensioner replaced at a cost of \$245 and received a  
15 copy of Repair Order No. 278. On or about May 4, 2009, the vehicle lost power and "shut down"  
16 or stalled on the freeway. Nguyen had the vehicle towed to the facility and was informed that an  
17 idler pulley had locked up and shredded the timing belt. Nguyen paid the facility \$232.74 to have  
18 the timing belt and timing belt idler replaced and received a copy of Repair Order No. 325.

19 **THIRTIETH CAUSE FOR DISCIPLINE**

20 **(Failure to Record Odometer Reading)**

21 89. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
22 section 9884.7, subdivision (a)(2), in that Respondent caused or allowed Nguyen to sign Repair  
23 Order No. 278 which did not state the odometer reading of Nguyen's 1992 Mazda MPV.

24 **THIRTY-FIRST CAUSE FOR DISCIPLINE**

25 **(Violations of the Bus. & Prof. Code)**

26 90. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
27 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9,  
28 subdivision (a), of that Code in the following material respects: Respondent failed to provide

1 Nguyen with written estimates for parts and labor necessary for a specific job prior to repairing  
2 his 1992 Mazda MPV.

3 **THIRTY-SECOND CAUSE FOR DISCIPLINE**

4 **(Violations of Regulations)**

5 91. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
6 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation 3356 in  
7 the following material respects:

8 a. **Subdivision (a)(1)**: Respondent failed to show its registration number on Repair  
9 Order Nos. 232, 278, and 325.

10 b. **Subdivisions (a)(2)(A) and (B)**:

11 1. Respondent failed to state on Repair Order No. 232 the subtotal prices for the  
12 timing belt and water pump, and failed to list, describe, or identify the repair procedure(s) that  
13 were performed on Nguyen's 1992 Mazda MPV relating to those parts.

14 2. Respondent failed to list, describe, or identify on Repair Order No. 278 the  
15 repair procedure that was performed on the vehicle relating to the hydraulic tensioner.

16 3. Respondent failed to state on Repair Order No. 325 the subtotal price for the  
17 front crankshaft seal, and failed to list, describe, or identify the repair procedure(s) that were  
18 performed on the vehicle relating to the timing belt, idler pulley, and crankshaft seal.

19 **UNDERCOVER OPERATION #3: 1994 FORD RANGER**

20 92. On July 6, 2009, an undercover operator with the Bureau (hereinafter "operator")  
21 called Woodland Auto Care and spoke with "Christina". The operator told Christina that he had a  
22 coupon for a 90,000 mile service from the facility. The operator indicated that he wanted the  
23 timing belt replaced on his vehicle in addition to the 90,000 mile service and was given a verbal  
24 estimate of \$250. The operator made an appointment to bring his vehicle in to the facility on July  
25 7, 2009.

26 93. On July 7, 2009, the operator took the Bureau's 1994 Ford Ranger to the facility and  
27 met with "Jim". The operator told Jim that he had an appointment for a 90,000 mile service. Jim  
28 and the operator discussed the services that were covered in the 90,000 mile service, including the

1 replacement of the spark plugs and fuel filter, an oil change, a transmission service, and a cooling  
2 system flush. The operator stated that he had spoken with Christina about replacing the timing  
3 belt. Jim told the operator that he was given the wrong price and that the 90,000 mile service and  
4 timing belt would actually cost \$300. Jim had the operator sign an estimate authorizing the  
5 90,000 mile service and timing belt, but did not give him a copy. The operator left the facility.

6 94. On July 8, 2009, at approximately 1245 hours, Jim called the operator and told him  
7 that the serpentine belt was cracked and needed replacement and that it would cost \$30 for the  
8 additional repair. The operator authorized the revised estimate price.

9 95. At approximately 1436 hours, the operator returned to the facility, paid \$345.20 for  
10 the repairs, and received a final invoice.

11 96. On July 9, 2009, the Bureau inspected the vehicle using the invoice for comparison  
12 and found that the facility performed an unnecessary repair on the vehicle.

### 13 **THIRTY-THIRD CAUSE FOR DISCIPLINE**

#### 14 **(Untrue or Misleading Statements)**

15 97. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
16 section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which it  
17 knew or in the exercise of reasonable care should have known to be untrue or misleading, as  
18 follows: Respondent's employee, Jim, represented to the operator that the serpentine belt (also  
19 known as the serpentine accessory belt) on the Bureau's 1994 Ford Ranger was cracked and  
20 needed replacement. In fact, the serpentine accessory belt was in good condition and was not in  
21 need of replacement at the time the vehicle was taken to the facility.

### 22 **THIRTY-FOURTH CAUSE FOR DISCIPLINE**

#### 23 **(Failure to Provide Customer with Copy of Signed Document)**

24 98. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
25 section 9884.7, subdivision (a)(3), in that Respondent's employee, Jim, failed to provide the  
26 operator with a copy of the estimate as soon as the operator signed the document.

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1                    **CONSUMER COMPLAINT (ALVAREZ): 1993 CHEVROLET SUBURBAN**

2                    102. In or about July 2008, Rita Alvarez ("Alvarez") took her 1993 GMC Suburban to All  
3 Tune & Lube due to a coolant leak. The facility replaced the radiator and hydro brake booster in  
4 the vehicle. Alvarez returned the vehicle to the facility three months later because it was still  
5 leaking coolant. All Tune & Lube replaced the radiator again. In or about June 2009, Alvarez  
6 noticed that the vehicle was leaking coolant and took it to B & F Automotive. B & F Automotive  
7 inspected the vehicle and informed Alvarez that the radiator had not been properly mounted,  
8 causing it to leak. Alvarez returned to All Tune & Lube and was told that facility was now called  
9 Woodland Auto Care and that her warranty was invalid.

10                   103. On or about July 21, 2009, Alvarez filed a complaint with the Bureau, alleging that  
11 All Tune & Lube failed to correctly install the radiator in her vehicle and would not honor the  
12 warranty on the repairs.

13                   104. In or about September 2009, Alvarez took the vehicle to Canevari Brothers located in  
14 Woodland. On September 14, 2009, the owner of Canevari Brothers inspected the vehicle and  
15 found that the radiator was not the correct component for the vehicle. The radiator was too short  
16 for the mounting points and was not secured to the radiator supports at the upper mounts. This  
17 caused the radiator to move approximately 1½ inches within the mounting points, creating a leak  
18 in the radiator seam from the vibration. Alvarez authorized Canevari Brothers to replace the  
19 radiator in the vehicle. Alvarez received the old radiator following the repairs.

20                   105. On October 5, 2009, a representative of the Bureau inspected and photographed the  
21 radiator.

22                   106. On October 27, 2009, Woodland Auto Care provided the Bureau with the repair  
23 records on the vehicle, including Invoice/Work Order No. 6622.

24                   107. On October 28, 2009, the Bureau received documentation indicating that the proper  
25 radiator for the vehicle was 19 inches tall. The radiator installed by All Tune & Lube was 17  
26 inches tall.

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1 112. Pursuant to Bus. & Prof. Code section 9884.7, subdivision (c), the Director may  
2 refuse to validate, or may invalidate temporarily or permanently, the registrations for all places of  
3 business operated in this state by Respondent Burhan, Inc., doing business as Woodland Auto  
4 Care, upon a finding that Respondent has, or is, engaged in a course of repeated and willful  
5 violations of the laws and regulations pertaining to an automotive repair dealer.

6 113. Pursuant to Health & Saf. Code section 44072.8, if Smog Check Station License  
7 Number RC 257347 issued to Respondent Burhan, Inc., doing business as Woodland Auto Care,  
8 is revoked or suspended, any additional license issued under this chapter in the name of said  
9 licensee may be likewise revoked or suspended by the director.

10 **PRAYER**

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

13 1. Temporarily or permanently invalidating Automotive Repair Dealer Registration  
14 Number ARD 246828, issued to Burhanuddin Mojadedi, owner of All Tune & Lube;

15 2. Temporarily or permanently invalidating any other automotive repair dealer  
16 registration issued to Burhanuddin Mojadedi;

17 3. Temporarily or permanently invalidating Automotive Repair Dealer Registration  
18 Number ARD 257347, issued to Burhan, Inc., doing business as Woodland Auto Care;

19 4. Temporarily or permanently invalidating any other automotive repair dealer  
20 registration issued to Burhan, Inc.;

21 5. Revoking or suspending Smog Check Station License Number RC 257347, issued to  
22 Burhan, Inc., doing business as Woodland Auto Care;

23 6. Revoking or suspending any additional license issued under Chapter 5 of the Health  
24 and Safety Code in the name of Burhan, Inc.;

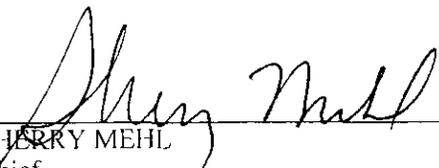
25 7. Ordering Burhanuddin Mojadedi, owner of All Tune & Lube, and Burhan, Inc., doing  
26 business as Woodland Auto Care, to pay the Director of Consumer Affairs the reasonable costs of  
27 the investigation and enforcement of this case, pursuant to Business and Professions Code section  
28 125.3;

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

DATED:

7/16/10

  
SHERRY MEHL  
Chief  
Bureau of Automotive Repair  
Department of Consumer Affairs  
State of California  
*Complainant*

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