

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

In the Matter of the Accusation Against:

BRAKE LAND, LLC dba BRAKE LAND, MOHAMMAD CHITSAZZADEH, MANSOUREH A. SHAJARI

22734 Ventura Blvd.

Woodland Hills, CA 91364

Automotive Repair Dealer Registration No. ARD 237478

Smog Check Station License No. RC 237478

Respondent.

Case No. 79/20-2200

DECISION

The attached Stipulated Settlement and Disciplinary Order is hereby accepted and adopted by the Director of the Department of Consumer Affairs as the Decision in the above-entitled matter.

This Decision shall become effective on April 15, 2021.

DATED: March 10, 2021

Signature on File
GRACE ARUPO RODRIGUEZ
Assistant Deputy Director
Legal Affairs Division
Department of Consumer Affairs

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

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13 In the Matter of the Accusation Against:
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15 **BRAKE LAND, LLC, DBA BRAKE LAND,**
MOHAMMAD CHITSAZZADEH,
16 **MANSOUREH A. SHAJARI**
22734 Ventura Blvd.
Woodland Hills, CA 91364
17
18 **Automotive Repair Dealer Registration No.**
ARD 237478
19 **Smog Check, Station License No. RC 237478**
20
Respondent.

Case No. 79/20-2200

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

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22 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
23 entitled proceedings that the following matters are true:

24 **PARTIES**

25 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
26 (Director). He brought this action solely in his official capacity and is represented in this matter
27 by Xavier Becerra, Attorney General of the State of California, by Matthew S. Beasley, Deputy
28 Attorney General.

2. Respondents Brake Land, LLC, dba Brake Land, Mohammad Chitsazzadeh, and Mansoureh A. Shajari (Respondents), are represented in this proceeding by attorney F. Michael Sabzevar, whose address is: 16633 Ventura Blvd., Suite 555, Encino, California 91436.

3. On or about January 1, 2005, the Director of the Department of Consumer Affairs (Director) issued Automotive Repair Dealer Registration No. ARD 237478 to Respondents. The Automotive Repair Dealer Registration was in full force and effect at all times relevant to the charges brought in Accusation No. 79/20-2200, and will expire on January 31, 2021, unless renewed.

4. On or about October 26, 2006, the Director issued Smog Check Station License No. RC 237478 to Respondents. The Smog Check Station License was in full force and effect at all times relevant to the charges brought in Accusation No. No. 79/20-2200, and will expire on January 31, 2021, unless renewed.

JURISDICTION

5. Accusation No. 79/20-2200 was filed before the Director, for the Bureau of Automotive Repair, and is currently pending against Respondents. The Accusation and all other statutorily required documents were properly served on Respondents on September 28, 2020. Respondents jointly timely filed their Notice of Defense contesting the Accusation.

6. A copy of Accusation No. 79/20-2200 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

7. Respondents have carefully read, fully discussed with counsel, and understand the charges and allegations in Accusation No. 79/20-2200. Respondents have also carefully read, fully discussed with counsel, and understand the effects of this Stipulated Settlement and Disciplinary Order.

8. Respondents are fully aware of their legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine the witnesses against them; the right to present evidence and to testify on their own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of

documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

9. Respondents voluntarily, knowingly, and intelligently waive and give up each and every right set forth above.

CULPABILITY

10. Respondents understand and agree that the charges and allegations in Accusation No. 79/20-2200, if proven at a hearing, would constitute cause for discipline upon their Automotive Dealer Repair License.

11. For the purpose of resolving the Accusation without the expense and uncertainty of further proceedings, Respondents hereby agree to be bound by the Registrar's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

12. This stipulation shall be subject to approval by the Director or the Director's designee. Respondents understand and agrees that counsel for Complainant and the staff of the Bureau of Automotive Repair may communicate directly with the Director and staff of the Department of Consumer Affairs regarding this stipulation and settlement, without notice to or participation by Respondent or its counsel. By signing the stipulation, Respondents understand and agree that they may not withdraw its agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

13. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions,

1 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
2 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
3 writing executed by an authorized representative of each of the parties.

4 15. In consideration of the foregoing admissions and stipulations, the parties agree that
5 the Director may, without further notice or formal proceeding, issue and enter the following
6 Disciplinary Order:

7 **DISCIPLINARY ORDER**

8 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 237478
9 issued to Respondents Brake Land, LLC, dba Brake Land, Mohammad Chitsazzadeh, and
10 Mansoureh A. Shajari, and Smog Check Station License No. RC 237478 issued to Respondents
11 Brake Land, LLC, dba Brake Land, Mohammad Chitsazzadeh, and Mansoureh A. Shajari are
12 revoked. However, the revocation is stayed and Respondents are placed on probation for five (5)
13 years on the following terms and conditions:

14 1. **Obey All Laws.** During the period of probation, Respondents shall comply with all
15 federal and state statutes, regulations and rules governing all BAR registrations and licenses held
16 by Respondents.

17 2. **Quarterly Reporting.** During the period of probation, Respondents shall report
18 either by personal appearance or in writing as determined by BAR on a schedule set by BAR, but
19 no more frequently than once each calendar quarter, on the methods used and success achieved in
20 maintaining compliance with the terms and conditions of probation.

21 3. **Report Financial Interests.** Respondents shall, within 30 days of the effective date
22 of the decision and within 30 days from the date of any request by BAR during the period of
23 probation, report any financial interest which any Respondent or any partners, officers, or owners
24 of any Respondent facility may have in any other business required to be registered pursuant to
25 Section 9884.6 of the Business and Professions Code.

26 4. **Access to Examine Vehicles and Records.** Respondents shall provide BAR
27 representatives unrestricted access to examine all vehicles (including parts) undergoing service,
28 inspection, or repairs, up to and including the point of completion. Respondents shall also provide

1 BAR representatives unrestricted access to all records pursuant to BAR laws and regulations.

2 **5. Tolling of Probation.** If, during probation, any Respondent leaves the jurisdiction of
3 California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction
4 of California, Respondent shall notify BAR in writing within 10 days of the dates of departure
5 and return, and of the dates of cessation and resumption of business in California. All provisions
6 of probation other than cost reimbursement requirements, restitution requirements, training
7 requirements, and that Respondent obey all laws, shall be held in abeyance during any period of
8 time of 30 days or more in which Respondent is not residing or engaging in business within the
9 jurisdiction of California. All provisions of probation shall recommence on the effective date of
10 resumption of business in California. Any period of time of 30 days or more in which Respondent
11 is not residing or engaging in business within the jurisdiction of California shall not apply to the
12 reduction of this probationary period or to any period of actual suspension not previously
13 completed. Tolling is not available if business or work relevant to the probationary license or
14 registration is conducted or performed during the tolling period.

15 **6. Violation of Probation.** If any Respondent violates or fails to comply with the terms
16 and conditions of probation in any respect, the Director, after giving notice and opportunity to be
17 heard may set aside the stay order and carry out the disciplinary order provided in the decision.
18 Once any Respondent is served notice of BAR's intent to set aside the stay, the Director shall
19 maintain jurisdiction, and the period of probation shall be extended until final resolution of the
20 matter.

21 **7. Maintain Valid License.** Respondents shall, at all times while on probation,
22 maintain a current and active registration and/or license(s) with BAR, including any period during
23 which suspension or probation is tolled. If Respondents' registration or license is expired at the
24 time the decision becomes effective, the registration or license must be renewed by Respondent
25 within 30 days of that date. If Respondents' registration or license expires during a term of
26 probation, by operation of law or otherwise, then upon renewal Respondents' registration or
27 license shall be subject to any and all terms and conditions of probation not previously satisfied.
28 Failure to maintain a current and active registration and/or license during the period of probation

1 shall also constitute a violation of probation.

2 8. **Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair three
3 thousand five hundred dollars (\$3,500) for the reasonable costs of the investigation and
4 enforcement of case No. 79/20-2200. Respondent shall make such payment by payment plan
5 comprising twenty-four (24) monthly payments, with the first twenty-three (23) monthly
6 payments in the amount of one hundred and forty-five dollars and eighty-four cents (\$145.84),
7 and the final, twenty-fourth (24) monthly payment in the amount of one hundred and forty-five
8 dollars and sixty-eight cents (\$145.68). The first payment under the payment plan shall be due no
9 later than thirty (30) days after the date of adoption by the Bureau of Automotive Repair of this
10 Disciplinary Order, and the remaining monthly payments shall be due each month thereafter until
11 paid in full. Respondent shall make payment by check or money order payable to the Bureau of
12 Automotive Repair and shall indicate on the check or money order that it is for cost recovery
13 payment for Case No. 79/20-2200. Any order for payment of cost recovery shall remain in effect
14 whether or not probation is tolled. Probation shall not terminate until full cost recovery payment
15 has been made. BAR reserves the right to pursue any other lawful measures in collecting on the
16 costs ordered and past due, in addition to taking action based upon the violation of probation.

17 9. **Completion of Probation.** Upon successful completion of probation, Respondents'
18 affected registration and/or license will be fully restored or issued without restriction, if
19 Respondent meets all current requirements for registration or licensure and has paid all
20 outstanding fees, monetary penalties, or cost recovery owed to BAR.

21 10. **License Surrender.** Following the effective date of a decision that orders a stay of
22 invalidation or revocation, if any Respondent ceases business operations or is otherwise unable to
23 satisfy the terms and conditions of probation, Respondent may request that the stay be vacated.
24 Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right
25 to evaluate the Respondent's request and to exercise discretion whether to grant the request or
26 take any other action deemed appropriate or reasonable under the circumstances. Upon formal
27 granting of the request, the Director will vacate the stay order and carry out the disciplinary order
28 provided in the decision. Respondent may not petition the Director for reinstatement of the

surrendered registration and/or license, or apply for a new registration or license under the jurisdiction of BAR at any time before the date of the originally scheduled completion of probation. If Respondent applies to BAR for a registration or license at any time after that date, Respondent must meet all current requirements for registration or licensure and pay all outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

11. **Supervision Requirements.** Respondent shall not delegate his or her supervisory duties, as they relate to the business activities relevant to the probationary registration and/or license, to another person during the period of probation. Any persons employed by Respondent to carry out such business activities shall be directly supervised by Respondent. In the event that a bona fide medical condition arises during the period of probation, which temporarily prevents Respondent from exercising direct supervision over employees, notice and medical substantiation of the condition shall be submitted to BAR within ten (10) days of the medical affirmation of the condition.

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ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, F. Michael Sabzevar. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration, and Smog Check Station License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of the Department of Consumer Affairs.

DATED: January 19, 2021 Signed Copy on File

BRAKE LAND, LLC
Respondent

DATED: January 19, 2021 Signed Copy on File

MOHAMMAD CHITSAZZADEH,
Respondent

DATED: January 19, 2021 Signed Copy on File

MANSOUREH A. SHAJARI
Respondent

I have read and fully discussed with Respondent Brake Land, LLC, dba Brake Land, Mohammad Chitsazzadeh, and Mansoureh A. Shajari the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: January 19, 2021 Signed Copy on File

F. MICHAEL SABZEVAR
Attorney for Respondents

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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Director of the Department of Consumer Affairs.

DATED: January 19, 2021

Respectfully submitted,

XAVIER BECERRA
Attorney General of California
SHAWN P. COOK
Supervising Deputy Attorney General

MATTHEW S. BEASLEY
Deputy Attorney General
Attorneys for Complainant

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