

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

In the Matter of the First Amended Accusation
Against:

ALL TUNE & LUBE
BURHANUDDIN MOJADEDI, Owner
151 West Main Street, Unit H
Woodland, CA 95695

Automotive Repair Dealer Registration
No. ARD 246828

and

BURHAN, INC.,
dba WOODLAND AUTO CARE
BURHANUDDIN MOJADEDI, Present
151 West Main Street, Unit H
Woodland, CA 95695
Automotive Repair Dealer Registration
No. ARD 246828
Smog Check Station License
No. RC 257347

Respondents.

Case No. 77/10-01

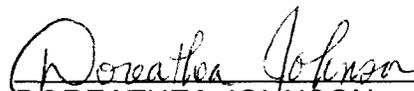
OAH No. 2010090852

DECISION

The attached Stipulation for Revocation of Licenses and Order is hereby accepted and adopted as the Decision of the Director of the Department of Consumer Affairs in the above-entitled matter.

This Decision shall become effective August 25, 2011.

DATED: July 19, 2011


DORATHEA JOHNSON
Deputy Director, Legal Affairs
Department of Consumer Affairs

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Attorney General of California
2 JANICE K. LACHMAN
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7 *Attorneys for Complainant*

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

11 In the Matter of the First Amended Accusation
12 Against:

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

17 **And**

18 **BURHAN, INC.,**
19 **dba WOODLAND AUTO CARE**
BURHANUDDIN MOJADEDI,
PRESIDENT
20 **151 West Main Street, Unit H**
Woodland, CA 95695
21 **Automotive Repair Dealer Reg. No. ARD**
246828; Smog Check Station License No.
22 **RC 257347**

23 Respondents.

Case No. 77/10-01

OAH No. 2010090852

STIPULATION FOR REVOCATION OF
LICENSES AND ORDER

24
25 IT IS HEREBY STIPULATED AND AGREED by and between the parties in this
26 proceeding that the following matters are true:
27
28

1 PARTIES

2 1. Sherry Mehl (Complainant) is the Chief of the Bureau of Automotive Repair. She
3 brought this action solely in her official capacity and is represented in this matter by Kamala D.
4 Harris, Attorney General of the State of California, by Kent D. Harris, Deputy Attorney General.

5 2. All Tune & Lube, Mojadedi Burhanuddin, Owner and Burhan, Inc., dba Woodland
6 Auto Care; Mojadedi Burhanuddin, President (Respondents) are representing themselves in this
7 proceeding and have chosen not to exercise their right to be represented by counsel.

8 3. On or about September 1, 2006, the Director of Consumer Affairs ("Director") issued
9 Automotive Repair Dealer Registration Number ARD 246828 (hereinafter "registration") to
10 Burhanuddin Mojadedi , owner of All Tune & Lube. Respondent's registration expired on
11 August 31, 2008. On or about February 17, 2009, the Bureau of Automotive Repair issued
12 Automotive Repair Dealer Registration No. ARD 257347 to Burhan, Inc., dba Woodland Auto
13 Care; Mojadedi Burhanuddin . The Automotive Repair Dealer Registration was in full force and
14 effect at all times relevant to the charges brought in First Amended Accusation No. 77/10-01 and
15 will expire on December 31, 2010, unless renewed.

16 4. On or about September 3, 2009, the Bureau of Automotive Repair issued Smog
17 Check Station License No. RC 257347 to Burhan, Inc., dba Woodland Auto Care; Mojadedi
18 Burhanuddin. The Smog Check Station License was in full force and effect at all times relevant
19 to the charges brought in First Amended Accusation No. 77/10-01.

20 JURISDICTION

21 5. First Amended Accusation No. 77/10-01 was filed before the Director of Consumer
22 Affairs (Director), for the Bureau of Automotive Repair (Bureau), and is currently pending
23 against Respondents. The First Amended Accusation and all other statutorily required documents
24 were properly served on Respondents on May 5, 2011. A copy of First Amended Accusation No.
25 77/10-01 is attached as Exhibit A and incorporated by reference.

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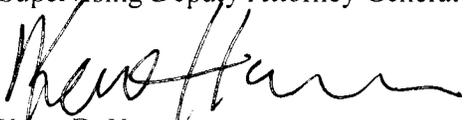
ENDORSEMENT

The foregoing Stipulated Surrender of License and Order is hereby respectfully submitted for consideration by the Director of Consumer Affairs.

Dated: 5/31/11

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
JANICE K. LACHMAN
Supervising Deputy Attorney General



KENT D. HARRIS
Deputy Attorney General
Attorneys for Complainant

SA2010101184
Stipulation.rtf

Exhibit A

First Amended Accusation No. 77/10-01

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8 **BEFORE THE**
9 **DEPARTMENT OF CONSUMER AFFAIRS**
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12 In the Matter of the Accusation Against:

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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**

OAH No. 2010090852

FIRST AMENDED 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**

Respondents.

26 Complainant alleges:

27 **PARTIES**

28 1. Sherry Mehl ("Complainant") brings this First Amended Accusation solely in her official capacity as the Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs. This First Amended Accusation replaces in its entirety the Accusation previously filed on July 16, 2010.

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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.”

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

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

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

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

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

....

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

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

(Regulatory Provisions)

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

“Authorization” means consent. Authorization shall consist of the customer’s signature on the work order, taken before repair work begins. Authorization shall be valid without the customer’s signature only when oral or electronic authorization is documented in accordance with applicable sections of these regulations.

21. Regulation 3356 states, in pertinent part:

(a) All invoices for service and repair work performed, and parts 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
3 warranty work, and the price for each described service and repair.

4 (B) Each part supplied, in such a manner that the customer can
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 (c) Separate billing in an invoice for items generically noted as shop
supplies, miscellaneous parts, or the like, is prohibited . . .

13 22. Regulation 3356.1 states:

14 An automotive repair dealer may charge a customer for costs associated
15 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
16 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
17 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
18 automotive repair dealer must note on the estimate and invoice the station's
Environmental Protection Agency identification number required by Section 262.12
19 of Title 40 of the Code of Federal Regulations.

20 23. Regulation 3358 states:

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

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

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

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

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24. Regulation 3361.1 states, in pertinent part:

The following minimum requirements specifying accepted trade standards for good and workmanlike rebuilding of automatic transmissions are intended to define terms that have caused confusion to the public and unfair competition within the automotive repair industry . . . All automotive repair dealers engaged in the repair, sale, or installation of automatic transmissions in vehicles covered under the Act shall be subject to the following minimum requirements:

(a) Before an automatic transmission is removed from a motor vehicle for purposes of repair or rebuilding, it shall be inspected. Such inspection shall determine whether or not the replacement or adjustment of any external part or parts will correct the specific malfunction of the automatic transmission. In the case of an electronically controlled automatic transmission, this inspection shall include a diagnostic check, including the retrieval of any diagnostic trouble codes, of the electronic control module that controls the operation of the transmission. If minor service and/or replacement or adjustment of any external part or parts and/or of companion units can reasonably be expected to correct the specific malfunction of the automatic transmission, then prior to removal of the automatic transmission from the vehicle, the customer shall be informed of that fact as required by Section 3353 of these regulations. Before removing an automatic transmission from a motor vehicle, the dealer shall also comply with the provisions of section 3353(d), and disclose any applicable guarantee or warranty as provided in sections 3375, 3376 and 3377 of these regulations. If a diagnostic check of an electronic control module cannot be completed due to the condition of the transmission, the customer shall be informed of that fact and a notation shall be made on the estimate, in accordance with Section 3353 of these regulations . . .

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

(a) Except as provided in subsection (b) of this section, any automotive repair dealer that advertises or performs, directly or through a sublet contractor, automotive air conditioning work and uses the words service, inspection, diagnosis, top off, performance check or any expression or term of like meaning in any form of advertising or on a written estimate or invoice shall include and perform all of the following procedures as part of that air conditioning work:

....

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

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

26. Regulation 3371 states, in pertinent part:

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

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27. Regulation 3372 states:

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

28. Regulation 3373 states:

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

COST RECOVERY

29. 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.

CONSUMER COMPLAINT (CENTENO): 2004 FORD FOCUS

30. On or about September 18, 2007, the Bureau received a complaint from Ofelia Centeno ("Centeno"), alleging that All Tune & Lube failed to repair the vibration problem with her 2004 Ford Focus. On July 27, 2007, Centeno took her vehicle to the facility for an inspection because it was shaking. Centeno was given a verbal estimate of \$400 to repair the vehicle, which she authorized. Centeno paid the facility \$461.50 after the repairs were completed and received Invoice No. 5077. Centeno continued having problems with the vehicle and returned it to the facility for corrective repairs on at least three occasions. The facility would not address Centeno's concerns. Centeno took the vehicle to Quality Auto Care for a diagnosis. Quality Auto Care resolved the problem with the vehicle.

31. On November 27, 2007, a representative of the Bureau went to the facility and met with Mojadedi. Mojadedi told the representative that his mechanic inspected the vehicle and found that the engine mounts were worn and had collapsed. The facility replaced the engine mounts, rotated the tires, changed the oil, and had another repair facility perform a tire alignment.

1 **FIRST CAUSE FOR DISCIPLINE**

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

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 section 9884.9,
5 subdivision (a), of that Code in a material respect, as follows: Respondent failed to give Centeno
6 a written estimate for parts and labor necessary for a specific job, and failed to obtain or
7 document on the invoice Centeno's authorization for the repairs on her 2004 Ford Focus.

8 **SECOND CAUSE FOR DISCIPLINE**

9 **(Violations of Regulations)**

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

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

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

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

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1 **THIRD CAUSE FOR DISCIPLINE**

2 **(Departure from Trade Standards)**

3 36. Respondent Mojadedi is subject to disciplinary action pursuant to Bus. & Prof. Code
4 section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded
5 accepted trade standards for good and workmanlike repair without the consent of the owner or the
6 owner's duly authorized representative in the following material respects:

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

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

13 **FOURTH CAUSE FOR DISCIPLINE**

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

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

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

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

23 **FIFTH CAUSE FOR DISCIPLINE**

24 **(Violations of Regulations)**

25 38. Respondent Mojadedi is subject to disciplinary action pursuant to Bus. & Prof. Code
26 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation 3356,
27 subdivisions (a)(2)(A) and (B), in a material respect, as follows: Respondent failed to separately

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1 list, describe, and identify on Invoice/Work Order No. 6479 the A/C repairs performed and parts
2 supplied on Serrato's 1991 Mercedes 420 SEL.

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

4 39. On or about August 15, 2008, the Bureau received a complaint from Edgardo Ayala
5 ("Ayala"), alleging that All Tune & Lube failed to properly install the new rear brakes on his
6 2000 Honda Odyssey. The repairs were performed by the facility on or about July 15, 2008, and
7 Ayala was given a copy of Invoice/Work Order No. 6582.

8 **SIXTH CAUSE FOR DISCIPLINE**

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

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

14 **SEVENTH CAUSE FOR DISCIPLINE**

15 **(Violations of Regulations)**

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

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

22 42. On or about December 2, 2008, the Bureau received a complaint from Timothy
23 Johnson ("Johnson"), alleging that All Tune & Lube failed to properly repair his 2005 Toyota
24 Tundra. On or about November 22, 2008, Johnson took his vehicle to the facility and requested,
25 among other things, a 90,000 mile service and a new timing belt. The facility prepared an
26 estimate, listing the repairs requested by Johnson, and stated that they would call him the
27 following morning with the total price for the repairs. The next day, Johnson called the facility
28 and was given a verbal estimate of \$1,190, which he authorized. Later, Johnson was informed by

1 the facility that they could not finish the repairs because they received the timing belt too late and
2 asked Johnson if they could keep the vehicle until November 24, 2008. On November 24, 2008,
3 Johnson went to the facility to retrieve the vehicle and found that the engine had been torn down a
4 second time to access the timing belt. On November 25, 2008, Johnson returned to the facility
5 and found that the right side of the engine had been torn down. Johnson spoke with the manager,
6 who told him that he would have a "specialist" look at the vehicle on November 26, 2008.
7 Johnson requested the written estimate, but the manager refused to provide it to him. On
8 November 26, 2008, Johnson attempted to obtain the estimate again, without success.

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

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

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

1 disregarded accepted trade standards for good and workmanlike repair without the consent of the
2 owner or the owner's duly authorized representative in certain material respects, as set forth in
3 paragraph 50 above.

4 **TENTH CAUSE FOR DISCIPLINE**

5 **(Unauthorized Sublet of Repairs)**

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

10 **ELEVENTH CAUSE FOR DISCIPLINE**

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

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

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

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

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

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

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

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1 **TWELFTH CAUSE FOR DISCIPLINE**

2 **(Violations of Regulations)**

3 54. 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 a material respect, as follows: Respondents
6 failed to separately list, describe, and identify on the final invoice all repairs performed and parts
7 supplied on Johnson's 2005 Toyota Tundra relating to the damaged right side cylinder head.

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

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

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

23 57. On January 26, 2009, Shuji called the representative and reported that the vehicle had
24 been disassembled by VCS and that VCS found additional damage to the vehicle. The
25 representative went to VCS and met with Robert. Robert stated that the front crankshaft seal did
26 not appear to have been replaced and that silicone sealant had been installed on the rear of the
27 camshaft seals. Robert also stated that silicone sealant had been installed on the valve cover in

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1 place of a valve cover gasket. Later, the representative went to All Tune & Lube and requested
2 copies of the repair records on the vehicle, including all parts receipts.

3 58. On February 9, 2009, the Bureau received copies of various documents from
4 Respondent Mojadedi, including a receipt from Kragens for brake parts. Mojadedi did not
5 provide the Bureau with parts receipts for the valve cover gasket or the 5 camshaft and crankshaft
6 seals that were allegedly installed on the vehicle.

7 **THIRTEENTH CAUSE FOR DISCIPLINE**

8 **(Untrue or Misleading Statements)**

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

13 a. Respondents represented on Invoice No. 1063 that the valve cover gasket on Shuji's
14 2001 Volvo V70 had been replaced. In fact, silicone sealant had been installed on the valve cover
15 in place of a valve cover gasket. Further, the manufacturer (Volvo) does not make a valve cover
16 gasket for the vehicle.

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

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

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1 **FOURTEENTH CAUSE FOR DISCIPLINE**

2 **(Fraud)**

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

6 a. Respondents obtained payment from Shuji for replacing the valve cover gasket on his
7 2001 Volvo V70. In fact, silicone sealant had been installed on the valve cover in place of a
8 valve cover gasket. Further, the manufacturer (Volvo) does not make a valve cover gasket for the
9 vehicle.

10 b. Respondents obtained payment from Shuji for installing 5 camshaft and crankshaft
11 seals on his 2001 Volvo V70. In fact, only 3 camshaft and crankshaft seals had been installed on
12 the vehicle.

13 c. Respondents submitted the false parts receipt, described in subparagraph 58 (c)
14 above, to the Bureau with the intent to mislead the Bureau or interfere with their investigation of
15 Shuji's complaint.

16 **FIFTEENTH CAUSE FOR DISCIPLINE**

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

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

21 a. **Section 9884.6, subdivision (a)**: Respondents acted in the capacity of an automotive
22 repair dealer by performing repairs on Shuji's 2001 Volvo V70, as set forth above, without a
23 current or valid registration.

24 b. **Section 9884.8**: Respondents failed to provide Shuji with invoices for the warranty
25 repairs performed on his 2001 Volvo V70.

26 c. **Section 9884.9, subdivision (a)**: Respondents failed to obtain or document on
27 Invoice No. 1063 Shuji's authorization for the repairs on his 2001 Volvo V70.

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1 **SIXTEENTH CAUSE FOR DISCIPLINE**

2 **(Violations of Regulations)**

3 62. 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 two separate prices on Invoice No. 1063 relating to the fuel
7 injection service on Shuji's 2001 Volvo V70, a charge of \$29.90 and a charge of \$20, without
8 specifying what the prices were for, i.e., parts or labor.

9 b. Respondents listed a price of \$50 on Invoice No. 1063 with the description "timing
10 belt" without specifying whether the charge was for parts or labor.

11 **CONSUMER COMPLAINT (MARION): 1999 MAZDA 626**

12 63. On or about January 23, 2009, the Bureau received a complaint from Mollie Marion
13 ("Marion"), indicating that All Tune & Lube failed to properly repair her 1999 Mazda 626. On or
14 about April 8, 2008, Marion took the vehicle to the facility and had a new oil pan gasket and
15 wheel boot installed. On July 16, 2008, Marion returned the vehicle to the facility because it was
16 leaking oil and had the valve cover gaskets replaced. On January 14, 2009, Marion took the
17 vehicle back to the facility because it was still leaking oil and was told that the valve cover
18 gaskets needed replacement again. Marion authorized the repairs. On January 16, 2009, Marion
19 retrieved the vehicle and was assured that the leak had been fixed. Later, Marion found that the
20 vehicle was still leaking oil and took it to B & F Automotive in Woodland (hereinafter "B & F")
21 to have it checked. B & F told Marion that the vehicle needed new valve cover gaskets and
22 recommended that she contact the Bureau.

23 **SEVENTEENTH CAUSE FOR DISCIPLINE**

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

25 64. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.
26 & Prof. Code section 9884.7, subdivision (a)(2), in that Respondents caused or allowed Marion to
27 sign Invoice/Work Order No. 6581 which did not state the odometer reading of Marion's 1999
28 Mazda 626.

1 and a transmission service. When Teuscher returned to the facility to retrieve the vehicle, she
2 was given Invoice No. 1450. Teuscher asked Mojadedi why the advertised transmission service
3 was not listed on the invoice. Mojadedi made a handwritten notation on the invoice that the
4 transmission was "done".

5 68. On March 18, 2009, a representative of the Bureau inspected the vehicle and found
6 that the transmission had not been serviced or flushed.

7 69. On March 19, 2009, the representative went to the facility and met with the service
8 manager, Chuck Russo ("Russo"). Russo agreed to provide the representative with copies of the
9 repair records on the vehicle by March 27, 2009, including the estimate, invoice, and parts
10 receipts. Russo stated that the transmission service, fuel injection service, and coolant flush were
11 not performed on the vehicle and the spark plugs were not replaced.

12 70. On April 1, 2009, the representative called the facility and spoke with Martin Jensen
13 ("Jensen"), the new service manager. Jensen stated that Russo was no longer employed at the
14 facility and that he (Jensen) would provide the repair records the following week.

15 71. On April 9, 2009, the representative went to the facility and was advised by Jensen
16 that the paperwork could not be located on the vehicle.

17 **TWENTIETH CAUSE FOR DISCIPLINE**

18 **(Untrue or Misleading Statements)**

19 72. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code
20 section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which it
21 knew or in the exercise of reasonable care should have known to be untrue or misleading, as
22 follows:

23 a. Respondent's president, Mojadedi, represented on Invoice No. 1450 that a
24 transmission service was performed on Teuscher's 2006 Nissan Altima. In fact, that service was
25 not performed on the vehicle as invoiced.

26 b. Respondent represented on Invoice No. 1450 that a fuel injection service was
27 performed on Teuscher's 2006 Nissan Altima. In fact, that service was not performed on the
28 vehicle as invoiced.

1 c. Respondent represented on Invoice No. 1450 that a coolant flush was performed on
2 Teuscher's 2006 Nissan Altima. In fact, that service was not performed on the vehicle as
3 invoiced.

4 d. Respondent represented on Invoice No. 1450 that the ignition timing on Teuscher's
5 2006 Nissan Altima was adjusted. In fact, the ignition timing was not adjustable on the vehicle.

6 **TWENTY-FIRST CAUSE FOR DISCIPLINE**

7 **(Fraud)**

8 73. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code
9 section 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as
10 follows:

11 a. Respondent obtained payment from Teuscher for performing a transmission service
12 on Teuscher's 2006 Nissan Altima. In fact, that service was not performed on the vehicle as
13 invoiced.

14 b. Respondent obtained payment from Teuscher for performing a fuel injection service
15 on Teuscher's 2006 Nissan Altima. In fact, that service was not performed on the vehicle as
16 invoiced.

17 c. Respondent obtained payment from Teuscher for performing a coolant flush on
18 Teuscher's 2006 Nissan Altima. In fact, that service was not performed on the vehicle as
19 invoiced.

20 **TWENTY-SECOND CAUSE FOR DISCIPLINE**

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

22 74. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code
23 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.11 of
24 that Code in a material respect, as follows: Respondent failed to maintain all records pertaining
25 to the repairs performed on Teuscher's 2006 Nissan Altima, including estimates, invoices, and
26 parts receipts, or failed to make those records available for inspection by the Bureau.

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1 **TWENTY-THIRD CAUSE FOR DISCIPLINE**

2 **(Violations of Regulations)**

3 75. 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 provisions of
5 California Code of Regulations, title 16, in the following material respects:

6 a. **Regulation 3356, subdivision (a)(2)(B)**: Respondent failed to separately list,
7 describe, and identify on Invoice No. 1450 each part that was supplied on Teuscher's 2006 Nissan
8 Altima relating to the fuel injection service, basic tune up, and coolant flush allegedly performed
9 on the vehicle.

10 b. **Regulation 3371**: Respondent published, uttered, or made or caused to be published,
11 uttered, or made false or misleading statements or advertising which Respondent knew or in the
12 exercise of reasonable care should have known to be false or misleading, as follows: Respondent
13 represented on its *Pennysaver* advertisement or coupon, identified in paragraph 66 above, that the
14 30,000 mile maintenance service included new spark plugs, a cooling system flush, and a
15 transmission service. In fact, none of those services were performed on Teuscher's 2006 Nissan
16 Altima.

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

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

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

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

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

6 **TWENTY-FOURTH CAUSE FOR DISCIPLINE**

7 **(Untrue or Misleading Statements)**

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

16 **TWENTY-FIFTH CAUSE FOR DISCIPLINE**

17 **(Fraud)**

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

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1 **TWENTY-SIXTH CAUSE FOR DISCIPLINE**

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

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 section 9884.9,
5 subdivision (a), of that Code in the following material respects:

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

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

10 **TWENTY-SEVENTH CAUSE FOR DISCIPLINE**

11 **(Violations of Regulations)**

12 83. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code
13 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with Regulation 3356.1 in
14 a material respect, as follows: Respondent charged the operator a hazardous waste disposal fee of
15 \$6 on Invoice No. 1196, but failed to note its Environmental Protection Agency identification
16 number as required by Section 262.12 of Title 40 of the Code of Federal Regulations.

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

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

23 85. At approximately 1440 hours, Christina called the operator and told her that the oil
24 change had been completed as well as the brake and safety inspections and that everything looked
25 good.

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

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1 **TWENTY-EIGHTH CAUSE FOR DISCIPLINE**

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

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 section 9884.9,
5 subdivision (a), of that Code in a material respect, as follows: Respondent's employee, Christina,
6 failed to provide the operator with a written estimate for parts and labor necessary for a specific
7 job.

8 **TWENTY-NINTH CAUSE FOR DISCIPLINE**

9 **(Violations of Regulations)**

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

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

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

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1 known as the serpentine accessory belt) on the Bureau's 1994 Ford Ranger was cracked and
2 needed replacement. In fact, the serpentine accessory belt was in good condition and was not in
3 need of replacement at the time the vehicle was taken to the facility.

4 **THIRTY-FOURTH CAUSE FOR DISCIPLINE**

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

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

9 **THIRTY-FIFTH CAUSE FOR DISCIPLINE**

10 **(Fraud)**

11 100. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code
12 section 9884.7, subdivision (a)(4), in that Respondent committed acts constituting fraud, as
13 follows: Respondent's employee, Jim, made a false or misleading representation to the operator
14 regarding the Bureau's 1994 Ford Ranger, as set forth in paragraph 98 above, in order to induce
15 the operator to authorize an unnecessary repair on the vehicle, then sold the operator an
16 unnecessary repair, the replacement of the serpentine accessory belt.

17 **THIRTY-SIXTH CAUSE FOR DISCIPLINE**

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

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

22 a. Respondent's employee, Jim, failed to provide the operator with a written estimate for
23 parts and labor necessary for a specific job.

24 b. Respondent failed to document on the invoice the operator's authorization for the
25 replacement of the serpentine accessory belt on the Bureau's 1994 Ford Ranger.

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1 in the radiator seam from the vibration. Alvarez authorized Canevari Brothers to replace the
2 radiator in the vehicle. Alvarez received the old radiator following the repairs.

3 106. On October 5, 2009, a representative of the Bureau inspected and photographed the
4 radiator.

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

7 108. On October 28, 2009, the Bureau received documentation indicating that the proper
8 radiator for the vehicle was 19 inches tall. The radiator installed by All Tune & Lube was 17
9 inches tall.

10 **THIRTY-EIGHTH CAUSE FOR DISCIPLINE**

11 **(Departure from Trade Standards)**

12 109. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.
13 & Prof. Code section 9884.7, subdivision (a)(7), in that Respondents willfully departed from or
14 disregarded accepted trade standards for good and workmanlike repair without the consent of the
15 owner or the owner's duly authorized representative in a material respect, as follows:
16 Respondents failed to install the proper size radiator in Alvarez's 1993 GMC Suburban, causing
17 the component to leak.

18 **THIRTY-NINTH CAUSE FOR DISCIPLINE**

19 **(Violations of Regulations)**

20 110. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus.
21 & Prof. Code section 9884.7, subdivision (a)(6), in that Respondents failed to comply with
22 Regulation 3356, subdivisions (a)(2)(A) and (B), in a material respect, as follows: Respondents
23 indicated on Invoice/Work Order No. 6622 that the "hydro booster" and radiator were replaced on
24 the vehicle and that the total price for the repairs was \$730, but did not separately list the labor
25 and parts necessary for the work or the subtotal prices for each.

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1 **CONSUMER COMPLAINT (JANSMA): 2002 GMC SIERRA K2500 PICKUP**

2 111. On January 17, 2011, Ynze Jansma ("Jansma") was driving his 2002 GMC Sierra
3 K2500 pickup on Interstate 5 near Woodland, California, when the engine stalled. Jansma had
4 the vehicle towed to Woodland Auto Care and authorized them to diagnose the vehicle for \$120.
5 Later, the facility told Jansma that the fuel filter needed replacement. The vehicle began stalling
6 again following the repair. The next day, Jansma and one of the facility's technicians took the
7 vehicle on a road test to pick up Jansma's trailer. The vehicle operated normally during the road
8 test. Later, the facility called Jansma and told him that they had retrieved two diagnostic trouble
9 codes from the vehicle's computer (electronic control module or "ECM") that were related to the
10 transmission, that the transmission had overheated, which caused the engine to shut off, and that
11 the transmission needed replacement. Jansma authorized the facility to install a remanufactured
12 transmission in the vehicle. Later, Jansma filed a complaint with the Bureau.

13 112. On January 26, 2011, a representative of the Bureau went to Woodland Auto Care
14 and met with Mojadedi. Mojadedi told the representative that they were still in the process of
15 installing the remanufactured transmission in the vehicle and that the work would be completed in
16 a few hours. The representative interviewed Mojadedi and his technicians, Rick and Jose. Rick
17 told the representative that he went on the test drive with Jansma, and that as he and Jansma were
18 returning to the facility, the transmission on the vehicle began shifting hard. Rick stated that he
19 found two diagnostic trouble codes stored in the vehicle's ECM. Rick removed the drain plug
20 then the transmission pan, and found metal on the plug and metal and clutch material in the pan.
21 Rick told the representative that the transmission was overheating, which caused the engine to
22 shut off. The representative asked Rick how hot the transmission was following the road test.
23 Rick told the representative that he did not check the temperature of the transmission because he
24 did not have a scan tool that could communicate with the transmission control module ("TCM").
25 The representative asked Rick if he had checked the transmission pressure. Rick told the
26 representative that he did not have a pressure gauge to check transmission pressures on vehicles.
27 Rick then stated that he replaced the MLPS (manual lever position sensor) switch on the side of
28 the transmission because it had transmission fluid in it and had shorted, and that Jose had

1 diagnosed and replaced the fuel filter. Jose told the representative that he did not check the fuel
2 pressure on the vehicle before replacing the fuel filter, and that the vehicle began stalling again
3 after the repair. Mojadedi told the representative at the conclusion of the interview that he would
4 refund the money for the transmission if that repair did not resolve the problems with the vehicle.

5 113. Later that same day (January 26, 2011), the representative spoke with Jansma.
6 Jansma stated that the vehicle's transmission had never overheated before, that the transmission
7 temperature gauge on the instrument panel had never illuminated, and that he was not aware
8 Woodland Auto Care had replaced the MLPS switch on the vehicle.

9 114. On January 27, 2011, the representative returned to Woodland Auto Care and met
10 with Mojadedi. Mojadedi removed the charges for the fuel filter, transmission cooler, and MLPS
11 switch from the bill. Later, Jansma arrived at the facility, paid \$5,744.65 for the repairs, and
12 received a copy of a final invoice totaling \$5,744.65. Jansma did not believe that the replacement
13 transmission would correct the stalling problem, so he took the vehicle to another repair facility,
14 Master Tech, for a diagnosis. The representative received a call from Richard Cruz ("Cruz") at
15 Master Tech. Cruz stated that the vehicle stalled just as Jansma had described, and that Master
16 Tech found that the ignition switch was not providing voltage to the ECM fuse.

17 115. On January 28, 2011, the representative went to Woodland Auto Care and met with
18 Mojadedi. Mojadedi told the representative that he would not refund any money to Jansma.
19 Later, the representative went to Master Tech and met with Jansma. Jansma paid Master Tech
20 \$293.99 for replacing the ignition switch on the vehicle.

21 116. On February 1, 2011, the representative called Jansma. Jansma told the representative
22 that the vehicle stalled again the same day that he left Woodland, and had the vehicle towed to
23 another repair facility. Later, the representative received an email from Jansma. The email
24 indicated that Ralph's Triangle Service ("Ralph's") had retrieved a diagnostic trouble code for a
25 crank position sensor failure on the vehicle, that Ralph's had replaced the crank position sensor,
26 and that the vehicle had gone 350 miles without a problem.

27 117. On February 2, 2011, the representative called Ralph's and spoke with Raphael, the
28 technician who had performed the diagnosis of the vehicle. Raphael told the representative that

1 he found the crank position sensor was losing the signal to the ECM, which caused the engine to
2 shut off.

3 **FORTIETH CAUSE FOR DISCIPLINE**

4 **(Untrue or Misleading Statements)**

5 118. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code
6 section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which it
7 knew or in the exercise of reasonable care should have known to be untrue or misleading, as
8 follows: Respondent's employees represented to Jansma that they had retrieved two diagnostic
9 trouble codes from the ECM on Jansma's 2002 GMC Sierra K2500 pickup that were related to the
10 transmission, that the transmission was overheating, which caused the engine to shut off, and that
11 the transmission needed replacement. In fact, the two diagnostic trouble codes were not related to
12 an overheating issue with the transmission or a transmission failure on the vehicle, and the
13 replacement of the transmission was not necessary to correct the engine stalling problem.
14 Further, the engine stalling problem was ultimately resolved on the vehicle after the ignition
15 switch and crank position sensor had been replaced by other repair facilities.

16 **FORTY-FIRST CAUSE FOR DISCIPLINE**

17 **(Fraud)**

18 119. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code
19 section 9884.7, subdivision (a)(4), in that Respondent committed acts that constitute fraud, as
20 follows: Respondent's employees made false or misleading representations to Jansma regarding
21 his 2002 GMC Sierra K2500 pickup, as set forth in paragraph 118 above, in order to induce
22 Jansma to authorize an unnecessary repair on the vehicle, then sold Jansma an unnecessary repair,
23 the replacement of the existing transmission with a remanufactured transmission.

24 **FORTY-SECOND CAUSE FOR DISCIPLINE**

25 **(Departure from Trade Standards)**

26 120. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code
27 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 perform an external inspection of the transmission on Jansma's
4 2002 GMC Sierra K2500 pickup before removing it from the vehicle, in violation of Regulation
5 3361.1, subdivision (a).

6 b. Respondent failed to have diagnostic equipment on its premises that were necessary
7 to perform external inspections on vehicle transmissions, including transmission scan tools and
8 pressure gauges.

9 c. Respondent failed to properly diagnose the cause of the engine stalling condition on
10 Jansma's 2002 GMC Sierra K2500 pickup. Respondent's technician, Rick, removed the drain
11 plug and transmission pan from the vehicle and found that the transmission was overheating,
12 causing the engine to shut off. In fact, an overheated transmission will not cause or contribute to
13 an engine stalling condition on the vehicle. Further, Rick failed to check the temperature of the
14 transmission or the transmission pressure.

15 d. Respondent failed to properly repair Jansma's 2002 GMC Sierra K2500 pickup in that
16 Respondent replaced the transmission with a remanufactured unit when, in fact, that repair was
17 not necessary to correct the engine stalling problem on the vehicle.

18 **FORTY-THIRD CAUSE FOR DISCIPLINE**

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

20 121. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code
21 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9,
22 subdivision (a), of that Code in the following material respects: Respondent replaced the MLPS
23 switch on Jansma's 2002 GMC Sierra K2500 pickup without Jansma's knowledge or consent.
24 Further, Respondent failed to document on the final invoice Jansma's authorization for the
25 additional repairs on the vehicle, including the replacement of the transmission, transmission
26 cooler, and fuel filter.

27 ///

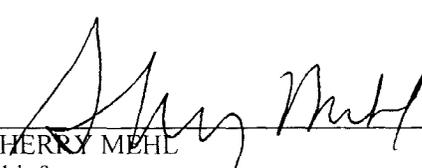
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PRAYER

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

1. Revoking or suspending Automotive Repair Dealer Registration Number ARD 246828, issued to Burhanuddin Mojadedi, owner of All Tune & Lube;
2. Revoking or suspending any other automotive repair dealer registration issued to Burhanuddin Mojadedi;
3. Revoking or suspending Automotive Repair Dealer Registration Number ARD 257347, issued to Burhan, Inc., doing business as Woodland Auto Care;
4. Revoking or suspending any other automotive repair dealer registration issued to Burhan, Inc.;
5. Revoking or suspending Smog Check Station License Number RC 257347, issued to Burhan, Inc., doing business as Woodland Auto Care;
6. Revoking or suspending any additional license issued under Chapter 5 of the Health and Safety Code in the name of Burhan, Inc.;
7. Ordering Burhanuddin Mojadedi, owner of All Tune & Lube, and Burhan, Inc., doing business as Woodland Auto Care, to pay the Director of Consumer Affairs the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;
8. Taking such other and further action as deemed necessary and proper.

DATED: May 2, 2011


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

SA2010101184