

**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

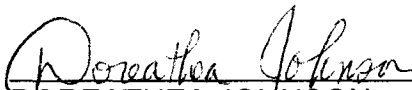
**DECISION**

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

  
**DOREATHEA JOHNSON**  
Deputy Director, Legal Affairs  
Department of Consumer Affairs

1 KAMALA D. HARRIS  
Attorney General of California  
2 JANICE K. LACHMAN  
Supervising Deputy Attorney General  
3 KENT D. HARRIS  
Deputy Attorney General  
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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**  
16 **Woodland CA, 95695**  
17 **Automotive Repair Dealer Reg. No. ARD**  
18 **246828**

19 **And**

20 **BURHAN, INC.,**  
21 **dba WOODLAND AUTO CARE**  
22 **BURHANUDDIN MOJADEDI,**  
23 **PRESIDENT**  
24 **151 West Main Street, Unit H**  
25 **Woodland, CA 95695**  
26 **Automotive Repair Dealer Reg. No. ARD**  
27 **246828; Smog Check Station License No.**  
28 **RC 257347**

Respondents.

Case No. 77/10-01

OAH No. 2010090852

**STIPULATION FOR REVOCATION OF**  
**LICENSES AND ORDER**

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

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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1. Respondents shall lose all rights and privileges as an Automotive Repair Dealer and Smog Check Station in California as of the effective date of the Director's Decision and Order.

2. Respondents shall cause to be delivered to the Bureau their pocket licenses and, if one was issued, their wall certificates on or before the effective date of the Decision and Order.

3. Respondents, including Burhanuddin Mojadedi as an individual or in any other capacity shall not re-apply for licensure or seek reinstatement for a period of three (3) years. Should they ever apply for licensure or petition for reinstatement in the State of California, the Bureau shall treat it as a new application for licensure. Respondents must comply with all the laws, regulations and procedures for licensure in effect at the time the application or petition is filed, and all of the charges and allegations contained in First Amended Accusation No. 77/10-01 shall be deemed to be true, correct and admitted by Respondents when the Director determines whether to grant or deny the application or petition.

4. If and when Respondents or any of them are granted any new license with the Bureau or if any revoked license is reinstated, they shall pay to the Director costs associated with its investigation and enforcement pursuant to Business and Professions Code section 125.3 in the amount of \$50,540.48 as a precondition to issuance or reinstatement of any license.

ACCEPTANCE

I have carefully read the Stipulated Surrender of License and Order. 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 Surrender of License and Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED:

5/28/2011

MOJADEDI BURHANUDDIN as an individual,  
and on behalf of ALL TUNE & LUBE and  
BURHAN, INC., DBA WOODLAND AUTO  
CARE;  
Respondents

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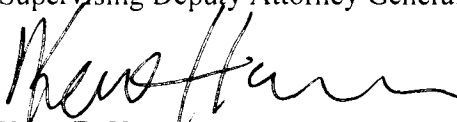
ENDORSEMENT

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**

1 KAMALA D. HARRIS  
Attorney General of California  
2 JANICE K. LACHMAN  
Supervising Deputy Attorney General  
3 KENT D. HARRIS  
Deputy Attorney General  
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6 Telephone: (916) 324-7859  
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8 **BEFORE THE**  
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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**  
**Woodland, CA 95695**  
**Automotive Repair Dealer Reg. No. ARD 246828**

OAH No. 2010090852

**FIRST AMENDED ACCUSATION**

16 **and**

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

21 Respondents.

22 Complainant alleges:

23 **PARTIES**

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

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2. On or about September 1, 2006, the Director of Consumer Affairs ("Director") issued Automotive Repair Dealer Registration Number ARD 246828 (hereinafter "registration") to Burhanuddin Mojadedi ("Respondent Mojadedi" or "Mojadedi"), owner of All Tune & Lube. Respondent's registration expired on August 31, 2008.

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

4. On or about February 17, 2009, the Director issued Automotive Repair Dealer Registration Number ARD 257347 (hereinafter "registration") to Burhan, Inc. ("Respondent Burhan"), doing business as Woodland Auto Care, with Mojadedi as president. Respondent's registration will expire on December 31, 2011, unless renewed.

5. On or about September 3, 2009, the Director issued Smog Check Station License Number RC 257347 to Respondent Burhan. Respondent's smog check station license will expire on December 31, 2011, unless renewed.

### **JURISDICTION**

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

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

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

9. Health & Saf. Code section 44072.6 provides, in pertinent part, that the expiration or suspension of a license by operation of law, or by order or decision of the Director of Consumer Affairs, or a court of law, or the voluntary surrender of the license shall not deprive the Director 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,"  
"division," "examining committee," "program," and "agency."

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

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

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

10 . . . .

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

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

16 **(Regulatory Provisions)**

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

19 "Authorization" means consent. Authorization shall consist of the  
20 customer's signature on the work order, taken before repair work begins.  
21 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.

22 21. Regulation 3356 states, in pertinent part:

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

25 (1) The invoice shall show the automotive repair dealer's registration  
26 number and the corresponding business name and address as shown in the Bureau's  
27 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  
2 following:

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

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

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

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

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

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

16 (c) Separate billing in an invoice for items generically noted as shop  
17 supplies, miscellaneous parts, or the like, is prohibited . . .

18 22. Regulation 3356.1 states:

19 An automotive repair dealer may charge a customer for costs associated  
20 with the handling, management and disposal of toxic wastes or hazardous substances  
21 under California or federal law which directly relate to the servicing or repair of the  
22 customer's vehicle. Such charge must be disclosed to the customer by being  
23 separately itemized on the estimate prepared pursuant to Section 9884.9(a) of the  
24 Business and Professions Code and on the invoice prepared pursuant to Section  
25 9884.8 of the Business and Professions Code. In order to assess this charge, the  
26 automotive repair dealer must note on the estimate and invoice the station's  
27 Environmental Protection Agency identification number required by Section 262.12  
28 of Title 40 of the Code of Federal Regulations.

23. Regulation 3358 states:

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

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

(b) All written estimates pertaining to work performed.

(c) All work orders and/or contracts for repairs, parts and labor. All such  
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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1 24. Regulation 3361.1 states, in pertinent part:

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

8 (a) Before an automatic transmission is removed from a motor vehicle for  
9 purposes of repair or rebuilding, it shall be inspected. Such inspection shall determine  
10 whether or not the replacement or adjustment of any external part or parts will correct  
11 the specific malfunction of the automatic transmission. In the case of an  
12 electronically controlled automatic transmission, this inspection shall include a  
13 diagnostic check, including the retrieval of any diagnostic trouble codes, of the  
14 electronic control module that controls the operation of the transmission. If minor  
15 service and/or replacement or adjustment of any external part or parts and/or of  
16 companion units can reasonably be expected to correct the specific malfunction of the  
17 automatic transmission, then prior to removal of the automatic transmission from the  
18 vehicle, the customer shall be informed of that fact as required by Section 3353 of  
19 these regulations. Before removing an automatic transmission from a motor vehicle,  
20 the dealer shall also comply with the provisions of section 3353(d), and disclose any  
21 applicable guarantee or warranty as provided in sections 3375, 3376 and 3377 of  
22 these regulations. If a diagnostic check of an electronic control module cannot be  
23 completed due to the condition of the transmission, the customer shall be informed of  
24 that fact and a notation shall be made on the estimate, in accordance with Section  
25 3353 of these regulations . . .

26 25. 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,  
29 automotive air conditioning work and uses the words service, inspection, diagnosis,  
30 top off, performance check or any expression or term of like meaning in any form of  
31 advertising or on a written estimate or invoice shall include and perform all of the  
32 following procedures as part of that air conditioning work:

33 . . . .

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

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

38 26. Regulation 3371 states, in pertinent part:

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

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1 27. Regulation 3372 states:

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

7 28. Regulation 3373 states:

8 No automotive repair dealer or individual in charge shall, in filling out an  
9 estimate, invoice, or work order, or record required to be maintained by section  
10 3340.15(f) of this chapter, withhold therefrom or insert therein any statement or  
11 information which will cause any such document to be false or misleading, or where  
12 the tendency or effect thereby would be to mislead or deceive customers, prospective  
13 customers, or the public.

### 14 COST RECOVERY

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

### 19 CONSUMER COMPLAINT (CENTENO): 2004 FORD FOCUS

20 30. On or about September 18, 2007, the Bureau received a complaint from Ofelia  
21 Centeno ("Centeno"), alleging that All Tune & Lube failed to repair the vibration problem with  
22 her 2004 Ford Focus. On July 27, 2007, Centeno took her vehicle to the facility for an inspection  
23 because it was shaking. Centeno was given a verbal estimate of \$400 to repair the vehicle, which  
24 she authorized. Centeno paid the facility \$461.50 after the repairs were completed and received  
25 Invoice No. 5077. Centeno continued having problems with the vehicle and returned it to the  
26 facility for corrective repairs on at least three occasions. The facility would not address  
27 Centeno's concerns. Centeno took the vehicle to Quality Auto Care for a diagnosis. Quality  
28 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.

46. On December 16, 2008, the representative went to Hanlees and inspected the vehicle after the upper intake manifold (plenum) and valve covers were removed. The representative took photographs of the vehicle, including the broken exhaust valves that were removed from the cylinder head. The service manager told the representative that the scissor gear springs had not been correctly adjusted (the gear springs had no tension in them), causing the noise in the engine, one of the spark plugs was broken, and 24 valves were out of adjustment.

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

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

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

### EIGHTH CAUSE FOR DISCIPLINE

**(Gross Negligence)**

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

## NINTH CAUSE FOR DISCIPLINE

**(Departure from Trade Standards)**

51. Respondents Mojadedi and Burhan are subject to disciplinary action pursuant to Bus. & Prof. Code section 9884.7, subdivision (a)(7), in that Respondents willfully departed from or

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 **EIGHTEENTH CAUSE FOR DISCIPLINE**

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

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 section 9884.6, subdivision (a), of that Code in a material respect, as follows: Respondents acted  
6 in the capacity of an automotive repair dealer by performing repairs on Marion's 1999 Mazda  
7 626, as set forth above, without a current or valid registration.

8 **NINETEENTH CAUSE FOR DISCIPLINE**

9 **(Violations of Regulations)**

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

13 a. Respondents listed "oil pan gasket" on Invoice/Work Order No. 6081 with a price of  
14 \$280, but failed to state whether the part was new, used, reconditioned, or rebuilt. Further,  
15 Respondents failed to separately list, describe, or identify the repair procedures that were  
16 performed on Marion's 1999 Mazda 626 relating to the oil pan gasket and wheel boot, and failed  
17 to list the wheel boot as a part supplied on the vehicle.

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

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

24 67. On or about February 25, 2009, the Bureau received a complaint from Keli Teuscher  
25 ("Teuscher"), alleging that Woodland Auto Care had not repaired her 2006 Nissan Altima as  
26 invoiced. On or about February 23, 2009, Teuscher took the vehicle to the facility for a 30,000  
27 mile service. Teuscher had a *Pennysaver* coupon from Woodland Auto Care offering a  
28 "30/60/90" mile maintenance service, which included new spark plugs, a cooling system flush,

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 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 **THIRTIETH CAUSE FOR DISCIPLINE**

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

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

6 **THIRTY-FIRST CAUSE FOR DISCIPLINE**

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

8 91. Respondent Burhan is subject to disciplinary action pursuant to Bus. & Prof. Code  
9 section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.9,  
10 subdivision (a), of that Code in the following material respects: Respondent failed to provide  
11 Nguyen with written estimates for parts and labor necessary for a specific job prior to repairing  
12 his 1992 Mazda MPV.

13 **THIRTY-SECOND CAUSE FOR DISCIPLINE**

14 **(Violations of Regulations)**

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

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

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

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

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

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



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

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

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

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1                                   **FORTY-FOURTH CAUSE FOR DISCIPLINE**

2                                   **(Violations of Regulations)**

3           122. 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 (c), in a material respect, as follows: Respondent charged Jansma \$12.90 on the final  
6 invoice for "shop supplies".

7                                   **FORTY-FIFTH CAUSE FOR DISCIPLINE**

8                                   **(Dishonesty, Fraud or Deceit)**

9           123. Respondent Burhan's smog check station license is subject to disciplinary action  
10 pursuant to Health & Saf. Code section 44072.2, subdivision (d), in that Respondent committed  
11 dishonest, fraudulent, or deceitful acts whereby another was injured, as set forth in paragraphs 60,  
12 73, 81, 100, and 119 above.

13                                   **OTHER MATTERS**

14           124. Pursuant to Bus. & Prof. Code section 9884.7, subdivision (c), the Director may  
15 suspend, revoke or place on probation the registration for all places of business operated in this  
16 state by Respondent Burhanuddin Mojadedi, owner of All Tune & Lube, upon a finding that  
17 Respondent has, or is, engaged in a course of repeated and willful violations of the laws and  
18 regulations pertaining to an automotive repair dealer.

19           125. Pursuant to Bus. & Prof. Code section 9884.7, subdivision (c), the Director may  
20 suspend, revoke or place on probation the registration for all places of business operated in this  
21 state by Respondent Burhan, Inc., doing business as Woodland Auto Care, upon a finding that  
22 Respondent has, or is, engaged in a course of repeated and willful violations of the laws and  
23 regulations pertaining to an automotive repair dealer.

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

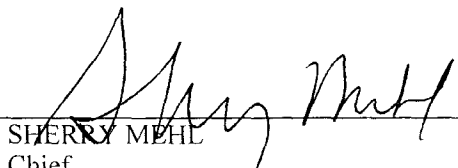
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PRAYER

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