

1 KAMALA D. HARRIS
Attorney General of California
2 FRANK H. PACOE
Supervising Deputy Attorney General
3 JUSTIN R. SURBER
Deputy Attorney General
4 State Bar No. 226937
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 355-5437
6 Facsimile: (415) 703-5480
Attorneys for Complainant

7
8 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
9 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
10 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

Case No. 77/16-49

12 **KHAN BROTHERS INC.**
13 **dba MIDAS**
14 **4224 Monterey Highway**
15 **San Jose CA 95111**
16 **SHER KHAN- President/Secretary**
17 **FAYAZ ASGHAR- SECRETARY**

18 **Automotive Repair Dealer No. ARD 263654**
Smog Check Station License No. RC 263654

19 Respondent.

A C C U S A T I O N

20 Complainant alleges:

PARTIES

21 1. Patrick Dorais (Complainant) brings this Accusation solely in his official capacity as
22 the Chief of the Bureau of Automotive Repair (BAR), Department of Consumer Affairs.

23 2. On or about November 23, 2010, the Bureau of Automotive Repair issued
24 Automotive Dealer Registration Number ARD 263654 to Khan Brothers Inc. (Respondent) dba
25 Midas. The Automotive Dealer Registration was in full force and effect at all times relevant to
26 the charges brought herein and will expire on November 30, 2016, unless renewed.

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1 (2) Causing or allowing a customer to sign any work order that does not state the repairs
2 requested by the customer or the automobile's odometer reading at the time of repair.

3 (3) Failing or refusing to give to a customer a copy of any document requiring his or her
4 signature, as soon as the customer signs the document.

5 (4) Any other conduct which constitutes fraud.

6 (5) Conduct constituting gross negligence.

7 (6) Failure in any material respect to comply with the provisions of this chapter or
8 regulations adopted pursuant to it.

9 (7) Any willful departure from or disregard of accepted trade standards for good and
10 workmanlike repair in any material respect, which is prejudicial to another without consent of the
11 owner or his or her duly authorized representative.

12 (8) Making false promises of a character likely to influence, persuade, or induce a customer
13 to authorize the repair, service, or maintenance of automobiles.

14 ...

15 "(c) Notwithstanding subdivision (b), the director may suspend, revoke, or place on
16 probation the registration for all places of business operated in this state by an automotive repair
17 dealer upon a finding that the automotive repair dealer has, or is, engaged in a course of repeated
18 and willful violations of this chapter, or regulations adopted pursuant to it."

19 9. Section 9884.8 of the Code states:

20 "All work done by an automotive repair dealer, including all warranty work, shall be
21 recorded on an invoice and shall describe all service work done and parts supplied. Service work
22 and parts shall be listed separately on the invoice, which shall also state separately the subtotal
23 prices for service work and for parts, not including sales tax, and shall state separately the sales
24 tax, if any, applicable to each. If any used, rebuilt, or reconditioned parts are supplied, the invoice
25 shall clearly state that fact. If a part of a component system is composed of new and used, rebuilt
26 or reconditioned parts, that invoice shall clearly state that fact. The invoice shall include a
27 statement indicating whether any crash parts are original equipment manufacturer crash parts of

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1 nonoriginal equipment manufacturer aftermarket crash parts. One copy of the invoice shall be
2 given to the customer and one copy shall be retained by the automotive repair dealer."

3 10. Section 9884.9 of the Code states:

4 "(a) The automotive repair dealer shall give to the customer a written estimated price for
5 labor and parts necessary for a specific job. No work shall be done and no charges shall accrue
6 before authorization to proceed is obtained from the customer. No charge shall be made for work
7 done or parts supplied in excess of the estimated price without the oral or written consent of the
8 customer that shall be obtained at some time after it is determined that the estimated price is
9 insufficient and before the work not estimated is done or the parts not estimated are supplied.
10 Written consent or authorization for an increase in the original estimated price may be provided
11 by electronic mail or facsimile transmission from the customer. The bureau may specify in
12 regulation the procedures to be followed by an automotive repair dealer if an authorization or
13 consent for an increase in the original estimated price is provided by electronic mail or facsimile
14 transmission. If that consent is oral, the dealer shall make a notation on the work order of the date,
15 time, name of person authorizing the additional repairs and telephone number called, if any,
16 together with a specification of the additional parts and labor and the total additional cost, and
17 shall do either of the following:

18 "(1) Make a notation on the invoice of the same facts set forth in the notation on the work
19 order.

20 "(2) Upon completion of the repairs, obtain the customer's signature or initials to an
21 acknowledgment of notice and consent, if there is an oral consent of the customer to additional
22 repairs, in the following language:

23 "I acknowledge notice and oral approval of an increase in the original estimated price.

24 _____
25 (signature or initials)"

26 "Nothing in this section shall be construed as requiring an automotive repair dealer to give a
27 written estimated price if the dealer does not agree to perform the requested repair.

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

7 "(c) In addition to subdivisions (a) and (b), an automotive repair dealer, when doing auto
8 body or collision repairs, shall provide an itemized written estimate for all parts and labor to the
9 customer. The estimate shall describe labor and parts separately and shall identify each part,
10 indicating whether the replacement part is new, used, rebuilt, or reconditioned. Each crash part
11 shall be identified on the written estimate and the written estimate shall indicate whether the crash
12 part is an original equipment manufacturer crash part or a nonoriginal equipment manufacturer
13 aftermarket crash part.

14 "(d) A customer may designate another person to authorize work or parts supplied in excess
15 of the estimated price, if the designation is made in writing at the time that the initial
16 authorization to proceed is signed by the customer. The bureau may specify in regulation the
17 form and content of a designation and the procedures to be followed by the automotive repair
18 dealer in recording the designation. For the purposes of this section, a designee shall not be the
19 automotive repair dealer providing repair services or an insurer involved in a claim that includes
20 the motor vehicle being repaired, or an employee or agent or a person acting on behalf of the
21 dealer or insurer."

22 11. Section 9884.11 of the Code states that "[e]ach automotive repair dealer shall
23 maintain any records that are required by regulations adopted to carry out this chapter [the
24 Automotive Repair Act]. Those records shall be open for reasonable inspection by the chief or
25 other law enforcement officials. All of those records shall be maintained for at least three years."

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1 12. Section 44072.2 of the Health and Safety Code states, in pertinent part:

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

5 ...
6 "(d) Commits any act involving dishonesty, fraud, or deceit whereby another is injured.
7 ..."

8 **REGULATORY PROVISIONS**

9 13. California Code of Regulations, title 16, section 3353, states:

10 "No work for compensation shall be commenced and no charges shall accrue without
11 specific authorization from the customer in accordance with the following requirements:

12 "(a) Estimate for Parts and Labor. Every dealer shall give to each customer a written
13 estimated price for labor and parts for a specific job.

14 ...

15 "(c) Additional Authorization. The dealer shall obtain the customer-s authorization before
16 any additional work not estimated is done or parts not estimated are supplied. This authorization
17 shall be in written, oral, or electronic form, and shall describe additional repairs, parts, labor and
18 the total additional cost.

19 "(1) If the authorization from the customer for additional repairs, parts, or labor in excess
20 of the written estimated price is obtained orally, the dealer shall also make a notation on the work
21 order and on the invoice of the date, time, name of the person authorizing the additional repairs,
22 and the telephone number called, if any, together with the specification of the additional repairs,
23 parts, labor and the total additional costs.

24 ...

25 "(4) The additional repairs, parts, labor, total additional cost, and a statement that the
26 additional repairs were authorized either orally, or by fax, or by e-mail shall be recorded on the
27 final invoice to Section 9884.9 of the Business and Professions Code. All documentation must be
28 retained pursuant to Section 9884.11 of the Business and Professions Code.

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"e) Revising an Itemized Work Order. If the customer has authorized repairs according to a work order on which parts and labor are itemized, the dealer shall not change the method of repair or parts supplied without the written, oral, electronic authorization of the customer. The authorization shall be obtained from the customer as provided in subsection (c) and Section 9884.9 of the Business and Professions Code.

...
14. California Code of Regulations, title 16, section 3356, states:

"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.

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

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

(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 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.

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

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

(E) The applicable sales tax, if any.

...
15. California Code of Regulations, title 16, section 3358, states:

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

1 renewed or reinstated. If a case settles, recovery of investigation and enforcement costs may be
2 included in a stipulated settlement.

3 **2002 GMC Yukon**

4 19. On or about June 23, 2015, Customer A took their 2002 GMC Yukon ("Yukon") to
5 Respondent's Midas shop for repairs. Respondent performed an oil and filter change, differential
6 fluid service, transfer case oil service, valve cover gasket replacement, cooling system fluid
7 exchange, power steering fluid exchange, axle seal replacement, serpentine belt replacement and a
8 brake fluid exchange.

9 20. On or about July 30, 2015, Respondent performed an oil and filter change on the
10 Yukon. Customer A returned to Respondent's shop on or about August 24, 2015 for an
11 inspection of a whine noise from the transmission area and no reverse gear operation of the
12 Yukon. Respondent subsequently replaced the transmission with a used unit as goodwill due to
13 the fluid being overfilled causing internal damage.

14 21. Customer A returned to Respondent's shop on or about October 22, 2015 where they
15 replaced the rear main seal, right front axle seal, intake manifold gasket and water pump on the
16 Yukon.

17 22. Customer A towed the Yukon to Respondent's shop on or about November 25, 2015
18 due to a no start condition. The Yukon was at Respondent's shop for 6 days before Customer A
19 was able to pick it up.

20 23. Unbeknownst to Customer A, the Yukon fell off a lift while it was being worked on.
21 This caused significant damage to the vehicle. Respondent did not inform Customer A that the
22 Yukon fell off a lift and was damaged. Respondent attempted to fix the damage without
23 informing Customer A. Respondent worked on the Yukon without Customer A's knowledge or
24 consent. Respondent did not fix all of the damage to the Yukon.

25 24. Customer A had Respondent perform an oil and filter change on December 7, 2015.

26 25. On or about December 7, 2015, Customer A was contacted by a former employee of
27 Respondent, who advised Customer A that the Yukon fell of the lift while being worked on in the
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1 November 25 to December 1, 2015 time period. The former employee forwarded some pictures
2 of the Yukon to Customer A.

3 26. Customer A returned to Respondent's facility on or about December 8, 2015 and
4 inquired about the Yukon falling off the lift. Respondent denied that the Yukon fell off the lift.
5 Only after Customer A showed Respondent the pictures provided by the former employee, did
6 Respondent acknowledge that the Yukon fell off the lift.

7 27. In or around December, 2016, Customer A filed a complaint with the BAR. A
8 representative of the BAR contacted Respondent and requested to review the facility's work
9 orders and invoices for repairs performed on the Yukon from June 2015 through December 2015.
10 Respondent provided some of the requested documents but did not have all of the documents that
11 the BAR representative requested. Respondent was required by law and regulation to maintain
12 and provide all of the documents that were requested by the BAR representative.

13 **FIRST CAUSE FOR DISCIPLINE**

14 (Misleading Statements)

15 28. Respondent has subjected its registration to discipline under Code section 9884.7,
16 subdivision (a)(1), in that it made statements which it knew or which by exercise of reasonable
17 care should have known were untrue or misleading, as set forth above in paragraphs 23-27.
18 Respondent denied the Yukon fell off the lift when in fact it did.

19 **SECOND CAUSE FOR DISCIPLINE**

20 (Fraud)

21 29. Respondent has subjected its registration to discipline under Code section 9884.7,
22 subdivision (a)(4), in that it committed acts which constitute fraud, as set forth above in
23 paragraphs 23-27, above. Respondent attempted to conceal the fact that the Yukon fell off the lift
24 and was damaged. Respondent worked on the Yukon without customer A's consent to conceal
25 the damage it caused to the vehicle.

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1 **THIRD CAUSE FOR DISCIPLINE**

2 (Violations of Statutes and Regulations)

3 30. Respondent has subjected its registration to discipline under Code section 9884.7,
4 subdivision (a)(6) in that Respondent failed in a material respect to comply with the provisions of
5 the Automotive Repair Act and the Regulations adopted pursuant to it as follows:

6 a) Respondent violated section 9884.9(a) of the code and California Code of Regulations
7 Title 16, section 3353(c)(1) in that Respondent failed to document customer authorization for
8 repairs which exceeded the original estimate. The original estimate for the June 23, 2015 repairs
9 on the Yukon was for \$25.55. A revised estimate of \$282.08 was signed by customer A. The
10 revised estimates of \$466.47 and \$748.55 for the June 23, 2015 repairs on the Yukon failed to
11 include any notations regarding customer authorization.

12 b) Respondent violated section 9884.8 of the code and California Code of Regulations Title
13 16, section 3356(a) in that Respondent failed to describe the service work performed and the parts
14 supplied. Respondent failed to separately document/itemize parts used and services rendered in
15 the repairs of the Yukon beginning on or about August 24, 2015.

16 c) Respondent violated section 9884.8 of the code and California Code of Regulations Title
17 16, section 3356(a) in that Respondent failed to describe the service work performed and the parts
18 supplied. Respondent failed to separately document/itemize parts used and services rendered in
19 the repair of the Yukon on or about October 22, 2015.

20 d) Respondent violated section 9884.9(a) of the code and California Code of Regulations
21 Title 16, section 3353 in that Respondent failed to obtain authorization to perform repairs on the
22 Yukon after it fell off the lift in or around November, 2015. Respondent performed repairs on the
23 Yukon without Customer A's knowledge or consent.

24 e) Respondent violated California Code of Regulations Title 16, sections 3371 and 3373 in
25 that Respondent created an invoice that was misleading. The December 1, 2015 invoice indicated
26 that only a fuel pump was removed and replaced on the Yukon. In fact, the Yukon fell off the lift
27 and numerous additional repairs were performed but not mentioned on the invoice. Respondent
28 also orally denied that the Yukon off the lift when in fact it did.

1 f) Respondent violated section 9884.11 of the code and California Code of Regulations
2 Title 16, section 3358 in that Respondent failed to maintain estimates/repair orders for a period of
3 three years. Respondent failed to maintain all estimates/repair orders involving its work on the
4 Yukon. Respondent failed to provide work orders/estimates for the August 27, October 22,
5 November 25-December 1, and December 7, 2015 repairs on the Yukon.

6 **FOURTH CAUSE FOR DISCIPLINE**

7 (Dishonesty, Fraud or Deceit)

8 31. Respondent has subjected its station license to discipline under Health and Safety
9 Code section 44072.2, subdivision (d), in that it committed acts involving dishonesty, fraud or
10 deceit, whereby another was injured as set forth above in paragraphs 23-27, above. Respondent
11 attempted to conceal the fact that the Yukon fell off the lift and was damaged. Respondent
12 worked on the Yukon without customer A's consent to conceal the damage it caused to the
13 vehicle. Respondent did not fix the damage that it caused to the Yukon.

14 **2016 UNDERCOVER RUN (CHEVROLET LUMINA)**

15 32. In December 2015, a BAR representative inspected and documented a 1998 Chevrolet
16 Lumina ("Lumina"). The Lumina's Secondary Ignition System, the Fuel System and Engine
17 Control System were found to be in good working order. The BAR representative introduced a
18 malfunction by making an open circuit in the 5 volt reference wire to the Throttle Position Sensor,
19 Exhaust Gas Recirculation Valve, and Manifold Absolute Pressure Sensor. The open circuit
20 caused the Check Engine Light (also known as Malfunction Indicator Lamp or "MIL") to
21 illuminate in the dash. The only repair needed to fix the illuminated Check Engine Light was to
22 repair the open 5 volt reference wire. The Throttle Position Sensor, Exhaust Gas Recirculation
23 Valve, and Manifold Absolute Pressure Sensor were in good working order.

24 33. On January 25, 2016, a BAR operator took the Lumina to Respondent's shop and
25 informed Respondent that the Lumina's Check Engine Light was on and that she needed a smog
26 check. Respondent informed the operator the Check Engine Light must be diagnosed before the
27 smog check could be performed. The operator authorized and signed the work order to diagnose
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1 the check engine light for \$120. The operator was not given a copy of the work order that she
2 signed.

3 34. Respondent told the operator that the Lumina's Exhaust Gas Recirculation Valve and
4 Throttle Position Sensor needed to be replaced to repair the Check Engine Light. Respondent told
5 the operator the parts were not functioning. Respondent told the operator the cost of the repair
6 would be \$642 plus tax. The operator authorized the repair.

7 35. On January 26, 2016, the BAR operator called Respondent to check on the status of
8 the Lumina. Respondent told the operator the replacement of the Exhaust Gas Recirculation
9 Valve and Throttle Position Sensor repaired the check engine light. Respondent told the operator
10 the smog test was not done and the vehicle must be driven a few days before the smog test could
11 be performed. Respondent told the operator the water pump is leaking and the engine is leaking
12 oil. Respondent told the operator: "The leaking water pump may cause stress on the engine
13 during the smog test and it may not let the vehicle pass the smog test." Respondent told the
14 operator the cost of the Exhaust Gas Recirculation Valve and Throttle Position Sensor repairs is
15 \$682.47.

16 36. On January 26, 2016, the BAR operator went to Respondent's shop to pick up the
17 Lumina. Respondent informed the operator: "If you don't fix the water pump you won't pass
18 the smog test." Respondent again informed the operator that: "The leaking water pump may put
19 stress on the engine during the smog test and it may not pass the smog test." Respondent told the
20 BAR operator it would cost \$400 to repair the water pump. The operator declined these repairs.
21 The operator paid Respondent \$682.47 for the repairs already performed. Respondent gave the
22 operator invoice [REDACTED] and a worksheet titled "Co-Brand Visual Courtesy Check [REDACTED]."

23 37. Invoice [REDACTED] states "Estimate Approval:" "Original Approval Date: 1/25/2016
24 5:35:00 PM Reason: LOWER CONTROL ARM". The operator called the subject at 1330 hours
25 (01:30 PM) and authorized the Exhaust Gas Recirculation Valve and Throttle Position Sensor
26 replacement. The operator was not told or asked anything about a lower control arm. The time
27 recorded on the invoice and the item approved "Lower Control Arm" are false and misleading.

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1 listed numerous items as in need of service or repair. All of the items listed were in good working
2 condition, and not in need of service/repair.

3 **SIXTH CAUSE FOR DISCIPLINE**

4 (Fraud)

5 42. Respondent has subjected its registration to discipline under Code section 9884.7,
6 subdivision (a)(4), in that it committed acts which constitute fraud, as set forth above in
7 paragraphs 33-41, above. Respondent charged the operator for \$682.47 in repairs that were not
8 needed. Respondent told the operator that other work on the Lumina was needed when in fact it
9 was not.

10 **SEVENTH CAUSE FOR DISCIPLINE**

11 (Failing to Give an Estimate to the Customer)

12 43. Respondent has subjected its registration to discipline under Code section 9884.7,
13 subdivision (a)(3), in that it failed to give a customer a copy of a document requiring his or her
14 signature, as soon as the customer signed the document. Respondent failed to provide a copy of
15 the signed estimate/work order which the BAR operator was asked to sign as described in
16 paragraph 34, above.

17 **EIGHTH CAUSE FOR DISCIPLINE**

18 (Violations of Statutes and Regulations)

19 44. Respondent has subjected its registration to discipline under Code section 9884.7,
20 subdivision (a)(6) in that Respondent failed in a material respect to comply with the provisions of
21 the Automotive Repair Act and the Regulations adopted pursuant to it as follows:

22 a) Respondent violated section 9884.9 of the code and California Code of Regulations Title
23 16, section 3353(a) by failing to give the BAR operator a copy of the written estimate that she
24 signed as described in paragraph 34, above.

25 b) Respondent violated section 9884.8 of the code by failing to describe all of the work
26 performed on the invoice with regard to the Lumina. Respondent failed to state on the invoice the
27 diagnosis of the Check Engine Light, Exhaust Gas Recirculation Valve and Throttle Position
28 Sensor. Respondent failed state on the invoice that the 5 volt reference wire was repaired.

1 c) Respondent violated California Code of Regulations Title 16, section 3371 in that
2 Respondent made untrue or misleading statements as set forth above in paragraphs 33-41.
3 Respondent told the BAR operator the Exhaust Gas Recirculation Valve and Throttle Position
4 Sensor were not operating properly and needed to be replaced to repair the vehicle. The Exhaust
5 Gas Recirculation Valve and Throttle Position Sensor were in good working order and not in need
6 of repair/replacement. Respondent told the BAR operator the water pump was leaking. The
7 water pump was not leaking and was functioning properly. The "Co-Brand Visual Courtesy
8 Check" listed numerous items as in need of service or repair. All of the items listed were found
9 to be in good working condition, and not in need of service/repair. Respondent knew or should
10 have known these statements were untrue or misleading.

11 c) Respondent violated California Code of Regulations Title 16, section 3373 in that
12 respondent created a false or misleading invoice as described in paragraph 38, above.

13 **NINTH CAUSE FOR DISCIPLINE**

14 (Dishonesty, Fraud or Deceit)

15 4. Respondent has subjected his station license to discipline under Health and Safety
16 Code section 44072.2, subdivision (d), in that it committed acts involving dishonesty, fraud or
17 deceit, whereby another was injured as set forth above in paragraphs 33-41. Respondent told the
18 BAR operator the exhaust gas recirculation valve and throttle position sensor were not operating
19 properly and needed to be replaced to repair the vehicle. The exhaust gas recirculation valve and
20 throttle position sensor were in good working order and not in need of repair/replacement.
21 Respondent told the BAR operator the water pump was leaking. The water pump was not leaking
22 and was functioning properly. The "Co-Brand Visual Courtesy Check" listed numerous items as
23 in need of service or repair. All of the items listed were found to be in good working condition,
24 and not in need of service/repair.

25 **DISCIPLINARY CONSIDERATIONS**

26 45. To determine the degree of discipline, if any, Complainant alleges that on July 20,
27 2015, a Pro-Active Conference was performed with the Respondent's manager, Armando
28 Brambila. The Pro-Active Conference warned Armando Brambila of violations found during a

1 prior Complainant Investigation alleging they failed to properly diagnosis an intermittent stalling
2 problem and sold needless repairs.

3 46. To determine the degree of discipline, if any, Complainant alleges that on
4 September 16, 2015, a Pro-Active Conference was performed at the subject facility with the
5 service manager Alex Salazar. The Pro-Active Conference warned Alex Salazar of violations
6 found during a Complainant Investigation alleging the subject damaged a vehicle's computer
7 controls while repairing the vehicle for a no start problem. The subject failed to repair the no start
8 problem.

9 **OTHER MATTERS**

10 47. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,
11 or place on probation the registration for all places of business operated in this state by
12 Respondent, upon a finding that Respondent has, or is, engaged in a course of repeated and willful
13 violations of the laws and regulations pertaining to an automotive repair dealer.

14 48. Pursuant to Health & Safety Code section 44072.8, if Respondent's Station License is
15 revoked or suspended, any additional license issued under this chapter in the name of said
16 licensee may be likewise revoked or suspended by the director.

17 **PRAAYER**

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

20 1. Revoking or suspending Automotive Dealer Registration Number ARD 263654,
21 issued to Khan Brothers Inc.;

22 2. Revoking or suspending any other Automotive Dealer Registration, issued to Khan
23 Brothers Inc.;

24 3. Revoking or suspending Smog Check Station License Number RC 263654, issued to
25 Khan Brothers Inc.;

26 4. Revoking or suspending any other Smog Check Station License issued to Khan
27 Brothers Inc.;

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5. Ordering Khan Brothers Inc. to pay the Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;

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

DATED: March 28, 2016



PATRICK DORAIS
Chief
Bureau of Automotive Repair
Department of Consumer Affairs
State of California
Complainant

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