

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

In the Matter of the Accusation Against:

JOSE ALVAREZ, dba ALVAREZ TEST ONLY

13419 Lambert Road

Whittier, CA 90605

Automotive Repair Dealer Registration No. ARD 268026

Smog Check Test Only Station License No. TC 268026

JOSE G. ALVAREZ

13419 Lambert Road

Whittier, CA 90605

Smog Check Inspector License No. EO 150079

Smog Check Repair Technician License No. EI 150079

and

MARCO ANTONIO ALVAREZ

11217 Arroyo Drive

Whittier, CA 90602

Smog Check Inspector License No. EO 639543

Respondents.

Case No. 79/17-16585

DECISION

The attached Stipulated Settlement and Disciplinary Order as to Respondent JOSE ALVAREZ dba ALVAREZ TEST ONLY and JOSE G. ALVAREZ is hereby accepted and adopted by the Director of the Department of Consumer Affairs as the Decision in the above-entitled matter.

This Decision shall become effective on February 11, 2020.

DATED: Dec 20, 2019



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

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Attorney General of California
2 ARMANDO ZAMBRANO
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8 **BEFORE THE**
9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

13 **JOSE ALVAREZ, DBA ALVAREZ TEST**
14 **ONLY**
15 13419 Lambert Road
Whittier, CA 90605

16 **Automotive Repair Dealer Registration No.**
ARD268026
17 **Smog Check Test Only Station License No.**
TC268026

18 **JOSE G. ALVAREZ**
19 13419 Lambert Road
Whittier, CA 90602

20 **Smog Check Inspector License No.**
21 **EO150079**
22 **Smog Check Repair Technician License No.**
EI150079

23 **and**

24 **MARCO ANTONIO ALVAREZ**
25 11217 Arroyo Drive
Whittier, CA 90602

26 **Smog Check Inspector License No.**
27 **EO639543**

28 Respondents.

Case No. 79/17-16585

OAH No. 2019060793

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

**AS TO JOSE ALVAREZ: ARD268026;
TC268026; EO150079; AND EI150079
ONLY**

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

3 **PARTIES**

4 1. Patrick Dorais (“Complainant”) is the Chief of the Bureau of Automotive Repair
5 (Bureau). He brought this action solely in his official capacity and is represented in this matter by
6 Xavier Becerra, Attorney General of the State of California, by Elyse M. Davidson, Deputy
7 Attorney General.

8 2. Respondents Jose Alvarez dba Alvarez Test Only and Jose G. Alvarez, (collectively
9 referred to as “Respondent”) is represented in this proceeding by attorney Belal I. Rahman, whose
10 address is: Rahman & Associates, 328 N. State St., Hemet, CA 92543.

11 **A. Jose Alvarez, dba Alvarez Test Only: Automotive Repair Dealer Registration**
12 **Number ARD268026**

13 3. On February 22, 2012, the Bureau issued Automotive Repair Dealer Registration
14 number ARD268026 to Jose Alvarez, doing business as Alvarez Test Only (“Alvarez Test Only”
15 or “Respondent Jose Alvarez”). Said registration was in full force and effect at all times relevant
16 to the charges brought herein and will expire on February 28, 2020, unless renewed.

17 Notwithstanding the expiration of the aforementioned license, the Bureau retains
18 jurisdiction in this matter pursuant to Business and Professions Code section 9884.13.

19 **B. Jose Alvarez, dba Alvarez Test Only: Smog Check Test Only Station License**
20 **Number TC268026**

21 4. On March 15, 2012, the Bureau issued Smog Check Test Only Station License
22 number TC268026 to Respondent Jose Alvarez. Said license was in full force and effect at all
23 times relevant to the charges brought herein and will expire on February 28, 2020, unless
24 renewed.

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1 no force or effect, except for this paragraph, it shall be inadmissible in any legal action between
2 the parties, and the Director shall not be disqualified from further action by having considered
3 this matter.

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

7 17. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
8 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
9 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
10 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
11 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
12 writing executed by an authorized representative of each of the parties.

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

16 **DISCIPLINARY ORDER**

17 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD268026;
18 Smog Check, Test Only, Station License No. TC268026, Smog Check Inspector License Number
19 EO150079, and Smog Check Repair Technician License Number EI150079 issued Respondent
20 are revoked. However, the revocation is stayed and Respondent is placed on probation for five
21 (5) years on the following terms and conditions.

22 1. **Obey All Laws.** During the period of probation, Respondent shall comply with all
23 federal and state statutes, regulations and rules governing all BAR registrations and licenses held
24 by Respondent.

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

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

6 4. **Access to Examine Vehicles and Records.** Respondent shall provide BAR
7 representatives unrestricted access to examine all vehicles (including parts) undergoing service,
8 inspection, or repairs, up to and including the point of completion. Respondent shall also provide
9 BAR representatives unrestricted access to all records pursuant to BAR laws and regulations.

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

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

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1 7. **Maintain Valid License.** Respondent shall, at all times while on probation, maintain
2 a current and active registration and/or license(s) with BAR, including any period during which
3 suspension or probation is tolled. If Respondent's registration or license is expired at the time the
4 decision becomes effective, the registration or license must be renewed by Respondent within 30
5 days of that date. If Respondent's registration or license expires during a term of probation, by
6 operation of law or otherwise, then upon renewal Respondent's registration or license shall be
7 subject to any and all terms and conditions of probation not previously satisfied. Failure to
8 maintain a current and active registration and/or license during the period of probation shall also
9 constitute a violation of probation.

10 8. **Cost Recovery.** Respondent Marco Antonio Alvarez understands and agrees that he
11 and Respondent Jose Alvarez shall jointly and severally reimburse the Bureau of Automotive
12 Repair \$7,116.84 for the reasonable costs of the investigation and enforcement of case No. 79/17-
13 16585. Respondent shall make such payment as follows: Forty-seven (47) monthly installments
14 of \$148.26 and one final payment of \$148.15. Payments to begin in the month of the effective
15 date of the decision. Payment in full to be completed no later than twelve months prior to
16 probation terminating. Respondent shall make payment by check or money order payable to the
17 Bureau of Automotive Repair and shall indicate on the check or money order that it is for cost
18 recovery payment for case No. 79/17-16585. Any order for payment of cost recovery shall remain
19 in effect whether or not probation is tolled. Probation shall not terminate until full cost recovery
20 payment has been made. BAR reserves the right to pursue any other lawful measures in collecting
21 on the costs ordered and past due, in addition to taking action based upon the violation of
22 probation.

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

27 10. **License Surrender.** Following the effective date of a decision that orders a stay of
28 invalidation or revocation, if Respondent ceases business operations or is otherwise unable to

1 satisfy the terms and conditions of probation, Respondent may request that the stay be vacated.
2 Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right
3 to evaluate the Respondent's request and to exercise discretion whether to grant the request or
4 take any other action deemed appropriate or reasonable under the circumstances. Upon formal
5 granting of the request, the Director will vacate the stay order and carry out the disciplinary order
6 provided in the decision. Respondent may not petition the Director for reinstatement of the
7 surrendered registration and/or license, or apply for a new registration or license under the
8 jurisdiction of BAR at any time before the date of the originally scheduled completion of
9 probation. If Respondent applies to BAR for a registration or license at any time after that date,
10 Respondent must meet all current requirements for registration or licensure and pay all
11 outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

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ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Belal I. Rahman. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration No. ARD268026, Smog Check, Test Only, Station License No. TC268026, Smog Check Inspector License No. EO150079, Smog Check Repair Technician License Number EI150079, and STAR Station Certification. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: _____

10-1-19

JOSE ALVAREZ DBA ALVAREZ TEST ONLY
(ARD268026; TC268026)
Respondent

DATED: _____

10-1-19

JOSE G. ALVAREZ
(EO150079; EI150079)
Respondent

I have read and fully discussed with Respondent Jose Alvarez dba Alvarez Test Only the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: _____

10/1/19

BELAL I. RAHMAN
Attorney for Respondent

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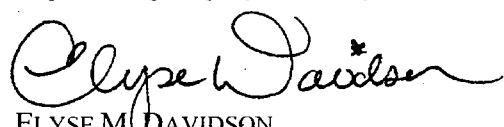
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ENDORSEMENT

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

DATED: 10/23/2019

Respectfully submitted,
XAVIER BECERRA
Attorney General of California
ARMANDO ZAMBRANO
Supervising Deputy Attorney General


ELYSE M. DAVIDSON
Deputy Attorney General
Attorneys for Complainant

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