

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

In the Matter of the Accusation Against:

RADIY DUBINETSKY

5608 Mariposa Ave.

Citrus Heights, CA 95610

Smog Check Inspector License No. EO 632950

Smog Check Repair Technician License No. EI 632950

Respondent.

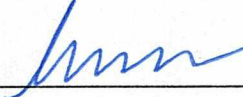
Case No. 79/21-16377

DECISION

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

This Decision shall become effective on August 2, 2022.

DATED: June 22, 2022



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

1 ROB BONTA
Attorney General of California
2 ANDREW M. STEINHEIMER
Supervising Deputy Attorney General
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9 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**

12
13 In the Matter of the Accusation Against:

Case No. 79/21-16377

14 **RADIY DUBINETSKY**
5608 Mariposa Ave.
15 Citrus Heights, CA 95610

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

16 **Smog Check Inspector License No. EO 632950**
Smog Check Repair Technician License
17 **No. EI 632950**

18 Respondent.

19
20 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
21 entitled proceedings that the following matters are true:

22 **PARTIES**

23 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
24 (Bureau). He brought this action solely in his official capacity and is represented in this matter by
25 Rob Bonta, Attorney General of the State of California, by Seth A. Curtis, Deputy Attorney
26 General.

27 2. Radiy Dubinetsky (Respondent) is represented in this proceeding by attorney William
28 D. Ferreira, whose address is: 580 California Street, Suite 1200, San Francisco, CA 94104-1071.

1 **CULPABILITY**

2 9. Respondent understands and agrees that the charges and allegations in Accusation
3 No. 79/21-16377, if proven at a hearing, constitute cause for imposing discipline upon his Smog
4 Check Inspector License and Smog Check Repair Technician License.

5 10. For the purpose of resolving the Accusation without the expense and uncertainty of
6 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual
7 basis for the charges in the Accusation, and that Respondent hereby gives up his right to contest
8 those charges.

9 11. Respondent agrees that his Smog Check Inspector License and Smog Check Repair
10 Technician License are subject to discipline and agrees to be bound by the Director's
11 probationary terms as set forth in the Disciplinary Order below.

12 **CONTINGENCY**

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

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

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

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

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

7 **DISCIPLINARY ORDER**

8 IT IS HEREBY ORDERED that Smog Check Inspector License No. EO 632950 and Smog
9 Check Repair Technician License No. EI 632950, issued to Respondent Radiy Dubinetsky are
10 revoked. However, the revocations are stayed and Respondent is placed on probation for three
11 (3) years on the following terms and conditions:

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

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

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

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

28 5. **Tolling of Probation.** If, during probation, Respondent leaves the jurisdiction of

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

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

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

27 **8. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$3,000.00
28 for the reasonable costs of the investigation and enforcement of case No. 79/21-16377.

1 Respondent shall make such payment as follows: Respondent shall make monthly payments over
2 a period of twenty-four (24) consecutive months beginning on the effective date of this order.
3 Respondent shall make 24 monthly installments of \$125.00 with the final payment due no later
4 than twelve (12) months prior to the termination of probation. Respondent shall make payment
5 by check or money order payable to the Bureau of Automotive Repair and shall indicate on the
6 check or money order that it is for cost recovery payment for case No. 79/21-16377. Any order
7 for payment of cost recovery shall remain in effect whether or not probation is tolled. Probation
8 shall not terminate until full cost recovery payment has been made. BAR reserves the right to
9 pursue any other lawful measures in collecting on the costs ordered and past due, in addition to
10 taking action based upon the violation of probation.

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

15 10. **License Surrender.** Following the effective date of a decision that orders a stay of
16 invalidation or revocation, if Respondent ceases business operations or is otherwise unable to
17 satisfy the terms and conditions of probation, Respondent may request that the stay be vacated.
18 Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right
19 to evaluate the Respondent's request and to exercise discretion whether to grant the request or
20 take any other action deemed appropriate or reasonable under the circumstances. Upon formal
21 granting of the request, the Director will vacate the stay order and carry out the disciplinary order
22 provided in the decision. Respondent may not petition the Director for reinstatement of the
23 surrendered registration and/or license, or apply for a new registration or license under the
24 jurisdiction of BAR at any time before the date of the originally scheduled completion of
25 probation. If Respondent applies to BAR for a registration or license at any time after that date,
26 Respondent must meet all current requirements for registration or licensure and pay all
27 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, William D. Ferreira. I understand the stipulation and the effect it will have on my Smog Check Inspector License, and Smog Check Repair Technician License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of the Department of Consumer Affairs.

DATED: 5/12/2022 Copy of Signature on File
RADIY DUBINETSKY
Respondent

I have read and fully discussed with Respondent Radiy Dubinetsky the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: _____ Copy of Signature on File
WILLIAM D. FERREIRA
Attorney for Respondent

ENDORSEMENT

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

DATED: 5/27/2022

Respectfully submitted,
ROB BONTA
Attorney General of California
ANDREW M. STEINHEIMER
Supervising Deputy Attorney General

Copy of Signature on File
SETH A. CURTIS
Deputy Attorney General
Attorneys for Complainant

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