

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

In the Matter of the Accusation Against:

SCOTT T. KWONG dba ONE STOP SMOG

1195 W. Foothill Blvd. #B

Azusa, CA 91702

Mailing Address:

PO Box 80795

San Marino, CA 91118

Automotive Repair Dealer Registration No. ARD 285659

Smog Check Test Only Station License No. TC 285659

and

SCOTT TAIGI KWONG

2345 Brentford Rd.

San Marino, CA 91108

Smog Check Inspector No. EO 639587

Respondents.

1 MATTHEW RODRIQUEZ
Acting Attorney General of California
2 ARMANDO ZAMBRANO
Supervising Deputy Attorney General
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7

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:

Case No. 79/20-11422

13 **SCOTT T. KWONG DBA ONE STOP**
14 **SMOG**

1195 W. Foothill Boulevard, #B
Azusa, CA 91702

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

15 Mailing address:

16 PO Box 80795
San Marino, CA 91118

17 Automotive Repair Dealer Registration No.

18 ARD 285659

19 Smog Check, Test Only Station License No.

TC 285659,

20 **and**

21 **SCOTT TAIGI KWONG**

22 2345 Brentford Road
San Marino, CA 91108

23 Smog Check Inspector License No. EO 639587

24 Respondents.
25

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

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1 **PARTIES**

2 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
3 (Bureau). He brought this action solely in his official capacity and is represented in this matter by
4 Matthew Rodriquez, Acting Attorney General of the State of California, by Stephanie J. Lee,
5 Deputy Attorney General.

6 2. Scott T. Kwong dba One Stop Smog (Respondent One Stop Smog) and individually
7 (Respondent Kwong) is representing himself in this proceeding and has chosen not to exercise his
8 right to be represented by counsel.

9 3. On or about December 28, 2016, the Bureau issued Automotive Repair Dealer
10 Registration No. ARD 285659 to Scott T. Kwong dba One Stop Smog. The Automotive Repair
11 Dealer Registration was due to expire on December 31, 2019 but was cancelled on November 26,
12 2019 and has not been renewed.

13 4. On or about January 10, 2017, the Bureau of Automotive Repair (Bureau) issued
14 Smog Check, Test Only Station License No. TC 285659 to Scott T. Kwong dba One Stop Smog.
15 The Smog Check, Test Only Station License was due to expire on December 31, 2019 but was
16 cancelled on November 26, 2019 and has not been renewed.

17 5. On or about August 22, 2016, the Bureau of Automotive Repair issued Smog Check
18 Inspector License No. EO 639587 to Scott Taigi Kwong. The Smog Check Inspector License
19 was in full force and effect at all times relevant to the charges brought herein and will expire on
20 March 31, 2022, unless renewed.

21 **JURISDICTION**

22 6. Accusation No. 79/20-11422 was filed before the Director of the Department of
23 Consumer Affairs (Director), for the Bureau of Automotive Repair, and is currently pending
24 against Respondents. The Accusation and all other statutorily required documents were properly
25 served on Respondents on January 28, 2021. Respondents timely filed their Notice of Defense
26 contesting the Accusation.

27 7. A copy of Accusation No. 79/20-11422 is attached as Exhibit A and incorporated
28 herein by reference.

1 **ADVISEMENT AND WAIVERS**

2 8. Respondents have carefully read, and understand the charges and allegations in
3 Accusation No. 79/20-11422. Respondents have also carefully read, and understand the effects of
4 this Stipulated Settlement and Disciplinary Order.

5 9. Respondents are fully aware of their legal rights in this matter, including the right to a
6 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
7 their own expense; the right to confront and cross-examine the witnesses against them; the right
8 to present evidence and to testify on their own behalf; the right to the issuance of subpoenas to
9 compel the attendance of witnesses and the production of documents; the right to reconsideration
10 and court review of an adverse decision; and all other rights accorded by the California
11 Administrative Procedure Act and other applicable laws.

12 10. Respondents voluntarily, knowingly, and intelligently waives and gives up each and
13 every right set forth above.

14 **CULPABILITY**

15 11. Respondents admit the truth of each and every charge and allegation in Accusation
16 No. 79/20-11422.

17 12. Respondents agree that their respective Automotive Repair Dealer Registration, Smog
18 Check, Test Only Station License, and Smog Check Inspector License are subject to discipline,
19 and they agree to be bound by the Director's probationary terms as set forth in the Disciplinary
20 Order below.

21 **CONTINGENCY**

22 13. This stipulation shall be subject to approval by the Director or the Director's designee.
23 Respondents understand and agree that counsel for Complainant and the staff of the Bureau of
24 Automotive Repair may communicate directly with the Director and staff of the Department of
25 Consumer Affairs regarding this stipulation and settlement, without notice to or participation by
26 Respondents. By signing the stipulation, Respondents understand and agree that they may not
27 withdraw their agreement or seek to rescind the stipulation prior to the time the Director considers
28 and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the

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

4 14. 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 15. 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 16. 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. ARD 285659
18 and Smog Check, Test Only Station License No. TC 285659 issued to Respondent Scott T.
19 Kwong dba One Stop Smog are revoked; and that Smog Check Inspector License No. EO 639587
20 issued to Respondent Scott Taigi Kwong is revoked. However, the revocations are stayed and
21 Respondents are placed on probation for one (1) year on the following terms and conditions:

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

25 2. **Quarterly Reporting.** During the period of probation, Respondents shall report
26 either by personal appearance or in writing as determined by BAR on a schedule set by BAR, but
27 no 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.** Respondents 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.** Respondents 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. Respondents 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, Respondents leave the jurisdiction of
11 California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction
12 of California, Respondents 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 Respondents obey all laws, shall be held in abeyance during any period of
16 time of 30 days or more in which Respondents are 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
19 Respondents are not residing or engaging in business within the jurisdiction of California shall
20 not apply to the reduction of this probationary period or to any period of actual suspension not
21 previously completed. Tolling is not available if business or work relevant to the probationary
22 license or registration is conducted or performed during the tolling period.

23 6. **Violation of Probation.** If Respondents violate or fail 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 Respondents are served notice of BAR's intent to set aside the stay, the Director shall
27 maintain jurisdiction, and the period of probation shall be extended until final resolution of the
28 matter.

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

10 8. **Cost Recovery.** Respondents shall pay the Bureau of Automotive Repair \$3,156.19
11 for the reasonable costs of the investigation and enforcement of case No. 79/20-11422.
12 Respondents shall make such payment in one lump sum payment by the effective date of the
13 Decision and Order. Respondents shall make payment by check or money order payable to the
14 Bureau of Automotive Repair and shall indicate on the check or money order that it is for cost
15 recovery payment for case No. 79/20-11422. Any order for payment of cost recovery shall
16 remain in effect whether or not probation is tolled. Probation shall not terminate until full cost
17 recovery payment has been made. BAR reserves the right to pursue any other lawful measures in
18 collecting on the costs ordered and past due, in addition to taking action based upon the violation
19 of probation.

20 9. **Completion of Probation.** Upon successful completion of probation, Respondents'
21 respective registration and licenses will be fully restored or issued without restriction, if
22 Respondents meets all current requirements for registration or licensure and has paid all
23 outstanding fees, monetary penalties, or cost recovery owed to BAR.

24 10. **License Surrender.** Following the effective date of a decision that orders a stay of
25 invalidation or revocation, if either Respondent ceases business operations or is otherwise unable
26 to satisfy the terms and conditions of probation, that Respondent may request that the stay be
27 vacated. Such request shall be made in writing to BAR. The Director and the BAR Chief reserve
28 the right to evaluate the Respondent's request and to exercise discretion whether to grant the

1 request or take any other action deemed appropriate or reasonable under the circumstances. Upon
2 formal granting of the request, the Director will vacate the stay order and carry out the
3 disciplinary order provided in the decision. Respondents may not petition the Director for
4 reinstatement of the surrendered registration and/or license, or apply for a new registration or
5 license under the jurisdiction of BAR at any time before the date of the originally scheduled
6 completion of probation. If Respondents apply to BAR for a registration or license at any time
7 after that date, Respondents must meet all current requirements for registration or licensure and
8 pay all outstanding fees or cost recovery owed to BAR and left outstanding at the time of
9 surrender.

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ENDORSEMENT

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

DATED: April 26, 2021

Respectfully submitted,

MATTHEW RODRIQUEZ
Acting Attorney General of California
ARMANDO ZAMBRANO
Supervising Deputy Attorney General

/s/

STEPHANIE J. LEE
Deputy Attorney General
Attorneys for Complainant

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