

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

In the Matter of the Accusation Against:

EASON Y. XIE, OWNER, dba ALOSTA SMOG TEST ONLY CENTER

1027 East Route 66 Unit A

Glendora, CA 91740

Mailing address:

1721 South Stoneman Avenue

Alhambra, CA 91801

Automotive Repair Dealer Registration No. ARD 254154

Smog Check Test Only Station License No. TC 254154

and

ANDY DUONG

4331 Maxson Road

El Monte, CA 91732

Smog Check Inspector License No. EO 640930

Respondents.

Case No. 79/21-12217

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DECISION

The attached Stipulated Settlement and Disciplinary Order as to Respondent Andy Duong ONLY 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 October 18, 2022.

DATED: Sept. 12, 2022



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

1 ROB BONTA
Attorney General of California
2 THOMAS L. RINALDI
Supervising Deputy Attorney General
3 VIVIAN CHO
Deputy Attorney General
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Attorneys for Complainant
7

8 **BEFORE THE**
9 **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. 79/21-12217

14 **EASON Y. XIE, OWNER, DBA ALOSTA**
15 **SMOG TEST ONLY CENTER**
1027 East Route 66 Unit A
16 Glendora, CA 91740

OAH No. 2022050775

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER AS TO
RESPONDENT ANDY DUONG**

Mailing Address:
17 1721 South Stoneman Ave
Alhambra, CA 91801

18 Automotive Repair Dealer Registration No.
19 ARD 254154
Smog Check, Test Only Station License No.
20 TC 254154,

21 **and**

22 **ANDY DUONG**
4331 Maxson Rd
23 El Monte, CA 91732

24 Smog Check Inspector License No.
EO 640930,
25

26 Respondents.
27
28

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
6 by Rob Bonta, Attorney General of the State of California, by Vivian Cho, Deputy Attorney
7 General.

8 2. Respondent Andy Duong ("Respondent") is represented in this proceeding by attorney
9 Michael B. Levin, whose address is: 3727 Camino del Rio South, Suite 200, San Diego, California
10 92108.

11 3. On or about February 20, 2018, the Bureau issued Smog Check Inspector License
12 Number EO 640930 to Respondent. The Smog Check Inspector License was in full force and
13 effect at all times relevant to the charges brought herein and will expire on October 31, 2023,
14 unless renewed.

15 **JURISDICTION**

16 4. Accusation No. 79/21-12217 was filed before the Director of the Department of
17 Consumer Affairs ("Director") and is currently pending against Respondent. The Accusation and
18 all other statutorily required documents were properly served on Respondent on February 3, 2022.
19 Respondent timely filed his Notice of Defense contesting the Accusation.

20 5. A copy of Accusation No. 79/21-12217 is attached as exhibit A and incorporated
21 herein by reference.

22 **ADVISEMENT AND WAIVERS**

23 6. Respondent has carefully read, fully discussed with counsel, and understands the
24 charges and allegations in Accusation No. 79/21-12217. Respondent has also carefully read, fully
25 discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary
26 Order.

27 7. Respondent is fully aware of his legal rights in this matter, including the right to a
28 hearing on the charges and allegations in the Accusation; the right to confront and cross-examine

1 the witnesses against him; the right to present evidence and to testify on his own behalf; the right
2 to the issuance of subpoenas to compel the attendance of witnesses and the production of
3 documents; the right to reconsideration and court review of an adverse decision; and all other rights
4 accorded by the California Administrative Procedure Act and other applicable laws.

5 8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
6 every right set forth above.

7 **CULPABILITY**

8 9. Respondent admits the truth of each and every charge and allegation in Accusation
9 No. 79/21-12217.

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

13 **CONTINGENCY**

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

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

27 13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
28 integrated writing representing the complete, final, and exclusive embodiment of their agreement.

1 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
2 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
3 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
4 writing executed by an authorized representative of each of the parties.

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

8 **DISCIPLINARY ORDER**

9 IT IS HEREBY ORDERED that Smog Check Inspector License No. EO 640930, issued to
10 Respondent, is revoked. However, the revocation is stayed and Smog Check Inspector License
11 No. EO 640930 is placed on probation for five (5) years on the following terms and conditions:

12 1. **Actual Suspension.** Smog Check Inspector License No. EO 640930, issued to
13 Respondent, is suspended for seven (7) consecutive days beginning on the effective date of the
14 Decision and Order.

15 2. **Obey All Laws.** During the period of probation, Respondent shall comply with all
16 federal and state statutes, regulations and rules governing all Bureau registrations and licenses held
17 by Respondent.

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

22 4. **Notification to Employer.** When performing services that fall within the scope of his
23 or her license, Respondent shall provide each of his or her current or future employer(s) with a
24 copy of the decision and the underlying Accusation or Statement of Issues before commencing
25 employment. Notification to Respondent's current employer shall occur no later than the effective
26 date of the decision. Respondent shall submit to BAR, upon request, satisfactory evidence of
27 compliance with this term of probation.

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

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

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

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1 8. **Cost Recovery.** Respondent shall pay the Bureau \$1,497.99 for the reasonable costs
2 of the investigation and enforcement of Case No. 79/21-12217. Respondent shall make such
3 payment in equal installments of \$28.81 per month for fifty-one (51) months and one (1) final
4 payment of \$28.68. Full payment shall be completed no later than six (6) months before probation
5 terminates. Respondent shall make payment by check or money order payable to the Bureau of
6 Automotive Repair and shall indicate on the check or money order that it is for cost recovery
7 payment for case No. 79/21-12217. Any order for payment of cost recovery shall remain in effect
8 whether or not probation is tolled. Probation shall not terminate until full cost recovery payment
9 has been made. The Bureau reserves the right to pursue any other lawful measures in collecting on
10 the costs ordered and past due, in addition to 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 outstanding
14 fees, monetary penalties, or cost recovery owed to the Bureau.

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 the Bureau. The Director and the Bureau Chief reserve
19 the right to evaluate the Respondent's request and to exercise discretion whether to grant the
20 request or take any other action deemed appropriate or reasonable under the circumstances. Upon
21 formal granting of the request, the Director will vacate the stay order and carry out the disciplinary
22 order 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 the Bureau at any time before the date of the originally scheduled completion of
25 probation. If Respondent applies to the Bureau for a registration or license at any time after that
26 date, Respondent must meet all current requirements for registration or licensure and pay all
27 outstanding fees or cost recovery owed to the Bureau 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, Michael B. Levin. I understand the stipulation and the effect it will have on my Smog Check Inspector License Number. 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: 8/22/2022


 ANDY DUONG
 Respondent

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

DATED: 8/22/2022

Michael B. Levin
 MICHAEL B. LEVIN
 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: _____

Respectfully submitted,

ROB BONTA
 Attorney General of California
 THOMAS L. RINALDI
 Supervising Deputy Attorney General

VIVIAN CHO
 Deputy Attorney General
 Attorneys for Complainant

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1 ACCEPTANCE

2 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
3 discussed it with my attorney, Michael B. Levin. I understand the stipulation and the effect it will
4 have on my Smog Check Inspector License Number. I enter into this Stipulated Settlement and
5 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the
6 Decision and Order of the Director of the Department of Consumer Affairs.

7
8 DATED: _____

9 ANDY DUONG
10 *Respondent*

11 I have read and fully discussed with Respondent Andy Duong the terms and conditions and
12 other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its
13 form and content.

14
15 DATED: _____

16 MICHAEL B. LEVIN
17 *Attorney for Respondent*

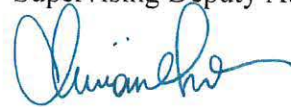
18 ENDORSEMENT

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

21 DATED: August 23, 2022

22 Respectfully submitted,

23 ROB BONTA
24 Attorney General of California
25 THOMAS L. RINALDI
26 Supervising Deputy Attorney General

27 

28 VIVIAN CHO
Deputy Attorney General
Attorneys for Complainant

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