

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

In the Matter of the Accusation Against:

MARIO ZUBIETA-CABALLERO dba MZ SMOG TEST ONLY STATION

1010 Obispo Ave. Suite A

Long Beach, CA 90804

Mailing Address:

3980 Beechwood Ave.

Lynwood, CA 90262

Automotive Repair Dealer Registration No. ARD 294221

Smog Check Station License No. TC 294221

JESUS M. FLORES

3152 Los Flores Blvd.

Lynwood, CA 90262

Smog Check Inspector License No. EO 642477

and

LEOPOLDO I. DELGADO

1010 Obispo Ave. Unit A

Long Beach, CA 90804

Mailing Address:

3366 Martin Luther King Jr. Blvd. #D

Lynwood, CA 90262

Smog Check Inspector License No. EO 642493

Respondents.

Case No. 79/21-2989


OAH No. 2022051011

DECISION

The attached Stipulated Settlement and Disciplinary Order as to Jesus M. Flores 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 MAR 14 2023.

DATED: Feb. 1, 2023



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

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Attorney General of California
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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:

14 **MARIO ZUBIETA-CABALLERO DBA**
15 **MZ SMOG TEST ONLY STATION**
16 **1010 Obispo Ave., Suite A**
Long Beach, CA 90804

17 **Mailing Address:**
18 **3980 Beechwood Ave.**
Lynwood, CA 90262

19 **Automotive Repair Dealer Registration No.**
20 **ARD 294221**
21 **Smog Check, Test Only Station License No.**
TC 294221,

22 **JESUS M. FLORES**
23 **3152 Los Flores Blvd.**
Lynwood, CA 90262

24 **Smog Check Inspector License No.**
25 **EO 642477**

26 **and**
27
28

Case No. 79/21-2989

OAH No. 2022051011

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER ONLY AS TO
RESPONDENT JESUS M. FLORES [EO
642477]

LEOPOLDO I. DELGADO
1010 Obispo Ave., Unit A
Long Beach, CA 90804

Mailing Address:
3366 Martin Luther King Jr. Blvd., #D
Lynwood, CA 90262

Smog Check Inspector License No.
EO 642493,

Respondents.

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

PARTIES

1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair (Bureau). He brought this action solely in his official capacity and is represented in this matter by Rob Bonta, Attorney General of the State of California, by M. Travis Peery, Deputy Attorney General.

2. Respondent Jesus M. Flores (Respondent) is represented in this proceeding by attorney William Ferreira, whose address is: 580 California Street, Suite 1200, San Francisco, CA 94104

3. On or about February 4, 2020, the Bureau issued Smog Check Inspector License Number EO 642477 to Respondent. The Smog Check Inspector License was in full force and effect at all times relevant to the charges brought in Accusation No. 79/21-2989 and will expire on October 31, 2023, unless renewed.

JURISDICTION

4. Accusation No. 79/21-2989 was filed before the Director of the Department of Consumer Affairs (Director), and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on November 19, 2021. Respondent timely filed his Notice of Defense contesting the Accusation.

5. A copy of Accusation No. 79/21-2989 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

6. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 79/21-2989. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

7. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

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

CULPABILITY

9. Respondent understands and agrees that the charges and allegations in Accusation No. 79/21-2989, if proven at a hearing, constitute cause for imposing discipline upon his Smog Check Inspector License.

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

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

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CONTINGENCY

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

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

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

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

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Smog Check Inspector License No. EO 642477 issued to Respondent Jesus M. Flores is revoked. However, the revocation is stayed and Respondent is placed on probation for five (5) years on the following terms and conditions:

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1 **1. Actual Suspension.** Smog Check Inspector License No. EO 642477 issued to
2 Respondent Jesus M. Flores is suspended for 5 consecutive days beginning on the effective date
3 of the Decision and Order.

4 **2. Obey All Laws.** During the period of probation, Respondent shall comply with all
5 federal and state statutes, regulations and rules governing all BAR registrations and licenses held
6 by Respondent.

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

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

16 **5. Access to Examine Vehicles and Records.** Respondent shall provide BAR
17 representatives unrestricted access to examine all vehicles (including parts) undergoing service,
18 inspection, or repairs, up to and including the point of completion. Respondent shall also provide
19 BAR representatives unrestricted access to all records pursuant to BAR laws and regulations.

20 **6. Tolling of Probation.** If, during probation, Respondent leaves the jurisdiction of
21 California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction
22 of California, Respondent shall notify BAR in writing within 10 days of the dates of departure
23 and return, and of the dates of cessation and resumption of business in California. All provisions
24 of probation other than cost reimbursement requirements, restitution requirements, training
25 requirements, and that Respondent obey all laws, shall be held in abeyance during any period of
26 time of 30 days or more in which Respondent is not residing or engaging in business within the
27 jurisdiction of California. All provisions of probation shall recommence on the effective date of
28 resumption of business in California. Any period of time of 30 days or more in which Respondent

1 is not residing or engaging in business within the jurisdiction of California shall not apply to the
2 reduction of this probationary period or to any period of actual suspension not previously
3 completed. Tolling is not available if business or work relevant to the probationary license or
4 registration is conducted or performed during the tolling period.

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

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

19 **9. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$4,352.16
20 for the reasonable costs of the investigation and enforcement of case No. 79/21-2989.
21 Respondent shall make such payment as follows: beginning the month of the effective date of the
22 Director's Decision and Order, Respondent shall make fifty-three (53) equal monthly payments of
23 \$81 per month, and one (1) final payment of \$59.16. Full payment shall be completed by
24 Respondent no later than six (6) months before probation terminates. Respondent shall make
25 payment by check or money order payable to the Bureau of Automotive Repair and shall indicate
26 on the check or money order that it is for cost recovery payment for case No. 79/21-2989. Any
27 order for payment of cost recovery shall remain in effect whether or not probation is tolled.
28 Probation shall not terminate until full cost recovery payment has been made. BAR reserves the

1 right to pursue any other lawful measures in collecting on the costs ordered and past due, in
2 addition to taking action based upon the violation of probation.

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

7 **11. License Surrender.** Following the effective date of a decision that orders a stay of
8 invalidation or revocation, if Respondent ceases business operations or is otherwise unable to
9 satisfy the terms and conditions of probation, Respondent may request that the stay be vacated.
10 Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right
11 to evaluate the Respondent's request and to exercise discretion whether to grant the request or
12 take any other action deemed appropriate or reasonable under the circumstances. Upon formal
13 granting of the request, the Director will vacate the stay order and carry out the disciplinary order
14 provided in the decision. Respondent may not petition the Director for reinstatement of the
15 surrendered registration and/or license, or apply for a new registration or license under the
16 jurisdiction of BAR at any time before the date of the originally scheduled completion of
17 probation. If Respondent applies to BAR for a registration or license at any time after that date,
18 Respondent must meet all current requirements for registration or licensure and pay all
19 outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

20 **12. Training Course**

21 During the period of probation, Respondent shall attend and successfully complete a BAR-
22 approved 28-hour Level 2 Inspector course. Respondent shall provide to the Bureau proof of
23 enrollment in the course within 30 days of the effective date of the decision, and proof of
24 successful course completion within 180 days of the effective date of the decision. Failure to
25 provide proof of enrollment and/or successful course completion to the Bureau within the
26 timeframes specified shall constitute a violation of probation, and Respondent shall be prohibited
27 from issuing any certificate of compliance or noncompliance until such proof is received.

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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 Ferreira. I understand the stipulation and the effect it will have on my Smog Check Inspector 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: November 28, 2022 Signature on File

JESUS M. FLORES
Respondent

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

DATED: November 28, 2022 Signature on File

WILLIAM 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: November 28, 2022 Respectfully submitted,

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

Signature on File

M. TRAVIS PEERY
Deputy Attorney General
Attorneys for Complainant

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