

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

STATE OF CALIFORNIA

In the Matter of the Accusation Against:

**KWONG'S ENTERPRISES, INC. dba MONTEBELLO LUBE N TUNE
STEVEN YICK-CHUNG KWONG, PRESIDENT/SECRETARY/TREASURER**

2130 W. Beverly Blvd.

Montebello, CA 90640-3902

Automotive Repair Dealer Registration No. ARD 116837

Brake Station License No. BS 116837, Class A

Lamp Station License No. LS 116837, Class A

Smog Check Station License No. RC 116837

and

KINNEY LAM

1725 W. Commonwealth Avenue

Alhambra, CA 91803

Brake Adjuster License No. BA 638360, Class C

Lamp Adjuster License No. LA 638360, Class A

Smog Check Inspector License No. EO 638360

Smog Check Repair Technician License No. EI 638360

Respondents.

Case No. 77-21-7666


OAH No. 2022040607

DECISION

The attached Stipulated Settlement and Disciplinary Order as to Kwong's Enterprises, Inc. dba Montebello Lube N Tune 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 January 10, 2023

DATED: Dec. 5, 2022



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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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. 77/21-7666

13 **KWONG'S ENTERPRISES, INC.,**
14 **DBA MONTEBELLO LUBE N TUNE,**
15 **STEVEN YICK-CHUNG KWONG,**
16 **PRESIDENT/SECRETARY/TREASURER**
17 2130 W. Beverly Blvd.
18 Montebello, CA 90640-3902

OAH No. 2022040607

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

19 **Automotive Repair Dealer Registration No.**
20 **ARD 116837**
21 **Brake Station License No. BS 116837, class**
22 **A**
23 **Lamp Station License No. LS 116837, class**
24 **A**
25 **Smog Check Test and Repair No. RC**
26 **116837**

As to Respondent Kwong's Enterprises, Inc.,
dba Montebello Lube N Tune only

27 **and**

28 **KINNEY LAM**
1725 W. Commonwealth Ave.
Alhambra, CA 91803

Brake Adjuster License No. BA 638360,
class C
Lamp adjuster License No. LA 638360,
class A
Smog Check Inspector License No.
EO 638360
Smog Check Repair Technician License No.
EI 638360

Respondents.

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 Rob Bonta, Attorney General of the State of California, by Stephanie J. Lee, Deputy Attorney
7 General.

8 2. Respondent Kwong's Enterprises, Inc., dba Montebello Lube N Tune, Steven Yick-
9 Chung Kwong, President/Secretary/Treasurer (Respondent) is represented in this proceeding by
10 attorney Michael B. Levin, whose address is: 3727 Camino Del Rio S., Ste. 200, San Diego, CA
11 92108.

12 3. In or around 1985, the Bureau issued Automotive Repair Dealer Registration No.
13 ARD 116837 to Kwong's Enterprises, Inc., dba Montebello Lube N Tune, Steven Yick-Chung
14 Kwong, President/Secretary/Treasurer (Respondent). The Automotive Repair Dealer Registration
15 was in full force and effect at all times relevant to the charges brought in Accusation No. 77/21-
16 7666, and will expire on April 30, 2023, unless renewed.

17 4. On or about May 23, 1985, the Bureau issued Smog Check Station License No. RC
18 116837 to Kwong's Enterprises, Inc., dba Montebello Lube N Tune, Steven Yick-Chung Kwong,
19 President/Secretary/Treasurer (Respondent). The Smog Check Station License was in full force
20 and effect at all times relevant to the charges brought in Accusation No. 77/21-7666, and will
21 expire on April 30, 2023, unless renewed.

22 5. On or about August 23, 2010, the Bureau issued Brake Station License No. BS
23 116837, class A to Kwong's Enterprises, Inc., dba Montebello Lube N Tune, Steven Yick-Chung
24 Kwong, President/Secretary/Treasurer (Respondent). The Brake Station License was in full force
25 and effect at all times relevant to the charges brought in Accusation No. 77/21-7666, and will
26 expire on April 30, 2023, unless renewed.

27 6. On or about August 23, 2010, the Bureau of Automotive Repair issued Lamp Station
28 License Number LS 116837, class A to Kwong's Enterprises, Inc., dba Montebello Lube N Tune,

1 Steven Yick-Chung Kwong, President/Secretary/Treasurer (Respondent. The Lamp Station
2 License was in full force and effect at all times relevant to the charges brought herein and will
3 expire on April 30, 2023, unless renewed.

4 **JURISDICTION**

5 7. Accusation No. 77/21-7666 was filed before the Director of the Department of
6 Consumer Affairs (Director), and is currently pending against Respondent. The Accusation and
7 all other statutorily required documents were properly served on Respondent on March 1, 2022.
8 Respondent timely filed its Notice of Defense contesting the Accusation.

9 8. A copy of Accusation No. 77/21-7666 is attached as Exhibit A and incorporated
10 herein by reference.

11 **ADVISEMENT AND WAIVERS**

12 9. Respondent has carefully read, fully discussed with counsel, and understands the
13 charges and allegations in Accusation No. 77/21-7666. Respondent has also carefully read, fully
14 discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary
15 Order.

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

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

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1 CULPABILITY

2 12. Respondent admits the truth of each and every charge and allegation in Accusation
3 No. 77/21-7666.

4 13. Respondent agrees that its Automotive Repair Dealer Registration, Smog Check Test
5 and Repair License, Brake Station License, and Lamp Station License are subject to discipline.
6 Respondent understands that by signing this stipulation it enables the Director to issue his order
7 accepting the revocation of Respondent's Brake Station License and Lamp Station License
8 without further process. As to its Automotive Repair Dealer Registration and Smog Check Test
9 and Repair License, Respondent agrees to be bound by the Director's probationary terms as set
10 forth in the Disciplinary Order below.

11 CONTINGENCY

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

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

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

1 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
2 writing executed by an authorized representative of each of the parties.

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

6 **DISCIPLINARY ORDER**

7 **IT IS HEREBY ORDERED** that Brake Station License No. BS 116837, class A and
8 Lamp Station License No. LS 116837, class A issued to Respondent Kwong's Enterprises, Inc.,
9 dba Montebello Lube N Tune, Steven Yick-Chung Kwong, President/Secretary/Treasurer are
10 revoked and accepted by the Bureau.

11 1. The revocation of Respondent's Brake Station License No. BS 116837, class A and
12 Lamp Station License No. LS 116837, class A and the acceptance of the revoked licenses by the
13 Bureau shall constitute the imposition of discipline against Respondent. This stipulation
14 constitutes a record of the discipline and shall become a part of Respondent's license history with
15 the Bureau.

16 2. Respondent shall lose all rights and privileges as a Brake Station and Lamp Station in
17 California as of the effective date of the Director's Decision and Order.

18 3. Respondent shall cause to be delivered to the Bureau its pocket licenses and, if one
19 was issued, its wall certificates on or before the effective date of the Decision and Order.

20 4. If Respondent ever applies for licensure or petitions for reinstatement in the State of
21 California, the Bureau shall treat it as a new application for licensure. Respondent must comply
22 with all the laws, regulations and procedures for licensure in effect at the time the application or
23 petition is filed, and all of the charges and allegations contained in Accusation No. 77/21-7666
24 shall be deemed to be true, correct and admitted by Respondent when the Director determines
25 whether to grant or deny the application or petition.

26 5. If Respondent should ever apply or reapply for a new license or certification, or
27 petition for reinstatement of a license, by any other licensing agency in the State of California, all
28 of the charges and allegations contained in Accusation, No. 77/21-7666 shall be deemed to be

1 true, correct, and admitted by Respondent for the purpose of any Statement of Issues or any other
2 proceeding seeking to deny or restrict licensure.

3 **IT IS FURTHER HEREBY ORDERED** that Automotive Repair Dealer Registration No.
4 ARD 116837 and Smog Check Test and Repair License No. RC 116837 issued to Respondent
5 Kwong's Enterprises, Inc., dba Montebello Lube N Tune, Steven Yick-Chung Kwong,
6 President/Secretary/Treasurer are revoked. However, the revocation is stayed as to Automotive
7 Repair Dealer Registration No. ARD 116837 and Smog Check Test and Repair License No. RC
8 116837, and Respondent is placed on probation for three (3) years on the following terms and
9 conditions:

10 1. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 116837 and
11 Smog Check Test and Repair License No. RC 116837 issued to Respondent are each suspended
12 for ten (10) consecutive days beginning on the effective date of the Decision and Order.

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

16 3. **Posting of Sign.** During the period of suspension, Respondent shall prominently post
17 a sign or signs, provided by BAR, indicating the beginning and ending dates of the suspension
18 and indicating the reason for the suspension. The sign or signs shall be conspicuously displayed
19 in a location or locations open to and frequented by customers. The location(s) of the sign(s) shall
20 be approved by BAR and shall remain posted during the entire period of actual suspension.

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

25 5. **Report Financial Interests.** Respondent shall, within 30 days of the effective date
26 of the decision and within 30 days from the date of any request by BAR during the period of
27 probation, report any financial interest which any Respondent or any partners, officers, or owners
28 of any Respondent facility may have in any other business required to be registered pursuant to

1 Section 9884.6 of the Business and Professions Code.

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

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

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

24 **9. Maintain Valid License.** Respondent shall, at all times while on probation, maintain
25 a current and active registration and/or license(s) with BAR, including any period during which
26 suspension or probation is tolled. If Respondent's registration or license is expired at the time the
27 decision becomes effective, the registration or license must be renewed by Respondent within 30
28 days of that date. If Respondent's registration or license expires during a term of probation, by

1 operation of law or otherwise, then upon renewal Respondent's registration or license shall be
2 subject to any and all terms and conditions of probation not previously satisfied. Failure to
3 maintain a current and active registration and/or license during the period of probation shall also
4 constitute a violation of probation.

5 **10. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$3,777.77
6 for the reasonable costs of the investigation and enforcement of case No. 77/21-7666. Respondent
7 shall make such payment as follows: 30-month payment plan beginning on the effective date of
8 the Decision and Order, with the first 29 monthly payments each in the amount of \$125.92, and
9 the final monthly payment in the amount of \$126.09. Any agreement for a scheduled payment
10 plan shall require full payment to be completed no later than six (6) months before probation
11 terminates. Respondent shall make payment by check or money order payable to the Bureau of
12 Automotive Repair and shall indicate on the check or money order that it is for cost recovery
13 payment for case No. 77/21-7666. Any order for payment of cost recovery shall remain in effect
14 whether or not probation is tolled. Probation shall not terminate until full cost recovery payment
15 has been made. BAR reserves the right to pursue any other lawful measures in collecting on the
16 costs ordered and past due, in addition to taking action based upon the violation of probation.

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

21 **12. License Surrender.** Following the effective date of a decision that orders a stay of
22 invalidation or revocation, if Respondent ceases business operations or is otherwise unable to
23 satisfy the terms and conditions of probation, Respondent may request that the stay be vacated.
24 Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right
25 to evaluate the Respondent's request and to exercise discretion whether to grant the request or
26 take any other action deemed appropriate or reasonable under the circumstances. Upon formal
27 granting of the request, the Director will vacate the stay order and carry out the disciplinary order
28 provided in the decision. Respondent may not petition the Director for reinstatement of the

1 surrendered registration and/or license, or apply for a new registration or license under the
2 jurisdiction of BAR at any time before the date of the originally scheduled completion of
3 probation. If Respondent applies to BAR for a registration or license at any time after that date,
4 Respondent must meet all current requirements for registration or licensure and pay all
5 outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

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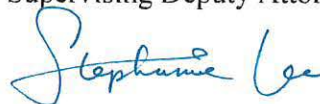
ENDORSEMENT

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

DATED: 10/21/2022

Respectfully submitted,

ROB BONTA
Attorney General of California
ARMANDO ZAMBRANO
Supervising Deputy Attorney General



STEPHANIE J. LEE
Deputy Attorney General
Attorneys for Complainant

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