

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

In the Matter of the Invalidation of the STAR
Certification of:

ANDRE STAN ROBAK
dba CONTRA COSTA SMOG
1411 Autocenter Dr.
Walnut Creek, CA 94597

Automotive Dealer Registration No. ARD
196010
Smog Station License No. RC 196010

Respondent.

Case Nos. 150350 & 150351

DECISION

The attached Stipulated Settlement and Order is hereby accepted and adopted as the Decision of the Director of the Department of Consumer Affairs in the above-entitled matter; except that the following typographical error is corrected as follows:

1. Page 1, case caption: The license "ADR 196010" is corrected to "ARD 196010".

This Decision shall become effective June 24, 2016.

DATED: May 30, 2016



TAMARA COLSON
Assistant General Counsel
Department of Consumer Affairs

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8 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
FOR THE BUREAU OF AUTOMOTIVE REPAIR
9 **STATE OF CALIFORNIA**

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11 In the Matter of the Invalidation of the STAR
Certification of:
12 **ANDRE STAN ROBAK**
13 **DbA CONTRA COSTA SMOG**
14 **1411 AUTOCENTER DR.,**
WALNUT CREEK, CA 94597
15 **Automotive Dealer Registration No. ADR 196010**
16 **Smog Station License No. RC 196010**
17 Respondent.

Case Nos. 150350 & 150351

STIPULATED SETTLEMENT AND ORDER

18
19 In the interest of a prompt and speedy settlement of this matter, consistent with the public
20 interest and the responsibilities of the Director of Consumer Affairs and the Bureau of
21 Automotive Repair the parties hereby agree to the following Stipulated Settlement and Order
22 which will be submitted to the Director for the Director's approval and adoption as the final
23 disposition of the STAR Certification Invalidation Appeal.

24 PARTIES

25 1. Patrick Dorais ("Complainant") is the Chief of the Bureau of Automotive Repair. He
26 brought this action solely in his official capacity and is represented in this matter by Kamala D.
27 Harris, Attorney General of the State of California, by Justin R. Surber, Deputy Attorney General.

1 CULPABILITY

2 9. Respondent admits the truth of each and every charge and allegation in the STAR
3 Certification Invalidations.

4 10. Respondent agrees that its STAR Certification of Station License No. RC 196010 is
5 subject to invalidation and agrees to be bound by the Director's terms as set forth in the Order
6 below.

7 CONTINGENCY

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

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

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

