

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

In the Matter of the Accusation Against:

MARTIN HERNANDEZ- OWNER, dba TRI VALLEY CAR CARE

1412 Portola Ave.

Livermore, CA 94551

Mailing Address:

1739 First St.

Livermore, CA 94550

Automotive Repair Dealer Registration No. ARD 250215

Smog Check Station License No. RC 250215

MARTIN HERNANDEZ- OWNER, dba TRI VALLEY CAR CARE

1737 First St.

Livermore, CA 94550

Automotive Repair Dealer Registration No. ARD 250216

Smog Check Station License No. RC 250216

///

MARTIN HERNANDEZ- OWNER, dba TRI VALLEY CAR CARE

4212 First St.

Pleasanton, CA 94566

Mailing Address:

1739 First St.

Livermore, CA 94550

Automotive Repair Dealer Registration No. ARD 263831

Smog Check Test Only Station License No. TC 263831

MAGNO RAMON ANGEL

331 Beall Cir.

Westley, CA 95387

Mailing Address:

PO Box 273

Westley, CA 95387

Smog Check Inspector No. EO 635174

NICK NOEL ANKLAM

474 Humboldt Way

Livermore, CA 94551

Smog Check Inspector No. EO 635425

Case No. 79/16-16114

Smog Check Repair Technician License No. EI 635425

JONATHAN EZEQUEIL VILLEGAS

849 E. Stanley Blvd. #191

Livermore, CA 94550

Smog Check Inspector No. EO 635766

CHRISTOPHER MARTIN HERNANDEZ

1737 First St.

Livermore, CA 94550

Mailing Address:

1070 Glenn Canyon

Livermore, CA 94551

Smog Check Inspector No. EO 631794

Smog Check Repair Technician License No. EI 631794

Respondents.

Case No. 79/16-16114

DECISION

The attached Stipulated Settlement and Disciplinary Order as to all respondents except Magno Ramon Angel is hereby accepted and adopted by the

Case No. 79/16-16114

Director of the Department of Consumer Affairs as the Decision in the above-entitled matter.

This Decision shall become effective on May 4, 2021.

DATED: March 8, 2021 

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

1 XAVIER BECERRA
Attorney General of California
2 CHAR SACHSON
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 **STIPULATED SETTLEMENT**
13 **AND DISCIPLINARY ORDER**

14 In the Matter of the Accusation Against:

Case No. 79/16-16114

15 **MARTIN HERNANDEZ – OWNER,**
16 **D.B.A. TRI VALLEY CAR CARE**
1412 Portola Ave.
15 Livermore, CA 94551
Mailing Address:
16 1739 First St.
Livermore, CA 94550
17 **Automotive Repair Dealer**
Registration No. ARD 250215
18 **Smog Check Station License No. RC 250215**

*[As to all Respondents EXCEPT
Magno Ramon Angel]*

19 **MARTIN HERNANDEZ – OWNER,**
20 **D.B.A. TRI VALLEY CAR CARE**
1737 First St.
Livermore, CA 94550
21 **Automotive Repair Dealer**
Registration No. ARD 250216
22 **Smog Check Station License No. RC 250216**

23 **MARTIN HERNANDEZ – OWNER,**
24 **D.B.A. TRI VALLEY CAR CARE**
4212 First Street
Pleasanton, CA 94566
25 Mailing Address:
1739 First St.
26 Livermore, CA 94550
Automotive Repair Dealer
27 Registration No. ARD 263831
28 **Smog Check Station License No. TC 263831**

1 **MAGNO RAMON ANGEL**

331 Beall Cir.

2 Westley, CA 95387

Mailing Address:

3 PO Box 273

Westley, CA 95387

4 **Smog Check Inspector License No. EO 635174**

5 **NICK NOEL ANKLAM**

474 Humboldt Way

6 Livermore, CA 94551

Smog Check Inspector License No. EO 635425

7 **Smog Check Repair Technician**

License No. EI 635425

8 **JONATHAN EZEQUIEL VILLEGAS**

9 849 E. Stanley Blvd. #191

Livermore, CA 94550

10 **Smog Check Inspector License No. EO 635766**

11 **CHRISTOPHER MARTIN HERNANDEZ**

1737 First St.

12 Livermore, CA 94550

Mailing Address:

13 1070 Glenn Canyon

Livermore, CA 94551

14 **Smog Check Inspector License No. EO 631794**

Smog Check Repair Technician

15 **License No. EI 631794**

16 In the Matters of the Citations Issued to:

17 **MARTIN HERNANDEZ – OWNER,**

D.B.A. TRI VALLEY CAR CARE

18 1412 Portola Ave.

Livermore, CA 94551

19 Mailing Address:

1739 First St.

20 Livermore, CA 94550

Automotive Repair Dealer

21 **Registration No. ARD 250215**

Smog Check Station License No. RC 250215

22 **MARTIN HERNANDEZ – OWNER,**

D.B.A. TRI VALLEY CAR CARE

23 1737 First St.

24 Livermore, CA 94550

25 **Automotive Repair Dealer**

Registration No. ARD 250216

26 **Smog Check Station License No. RC 250216**

Citation No. C2016-0451

Citation No. C2016-0659

1 **JONATHAN EZEQUIEL VILLEGAS**
2 849 E. Stanley Blvd. # 191
3 Livermore, CA 94550
4 **Smog Check Inspector License No. EO 635766**

Citation No. M2016-0452

5 **CHRISTOPHER MARTIN HERNANDEZ**
6 1737 First St.
7 Livermore, CA 94550
8 Mailing Address:
9 1070 Glenn Canyon
10 Livermore, CA 94551
11 **Smog Check Inspector License No. EO 631794**
12 **Smog Check Repair Technician**
13 **License No. EI 631794**

Citation No. M2015-0660

Respondents.

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

16 **PARTIES**

17 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
18 (Bureau), Department of Consumer Affairs. He brought this action solely in his official capacity
19 and is represented in this matter by Xavier Becerra, Attorney General of the State of California,
20 by Leslie E. Brast, Deputy Attorney General.

21 2. Respondents Martin Hernandez, Nick Noel Anklam, Jonathan Ezequiel Villegas, and
22 Christopher Martin Hernandez are all represented in this proceeding by attorney William D.
23 Ferreira of Automotive Defense Specialists, whose address is 580 California Street, Suite 1200,
24 San Francisco, California 94104.

25 3. On or about May 18, 2007, the Bureau issued Automotive Repair Dealer Registration
26 Number ARD 250215 to Martin Hernandez, d.b.a. Tri Valley Car Care (Respondent Owner). On
27 or about February 23, 2015, the Bureau issued Smog Check Station License Number RC 250215
28 to Respondent Owner. The Automotive Repair Dealer Registration and the Smog Check Station
License will expire on April 30, 2021, unless renewed.

4. In 2007 the Bureau issued Automotive Repair Dealer Registration Number ARD
250216 to Respondent Owner. On or about June 10, 2015, the Bureau issued Smog Check
Station License Number RC 250216 to Respondent Owner. The Automotive Repair Dealer

1 Registration and the Smog Check Station License were in full force and effect at all times
2 relevant to the charges brought herein and will expire on April 30, 2021, unless renewed.

3 5. On or about January 19, 2011, the Bureau issued Automotive Repair Dealer
4 Registration Number ARD 263831 to Respondent Owner. On or about February 27, 2011, the
5 Bureau issued Smog Check Station License Number TC 263831 to Respondent Owner. The
6 Automotive Repair Dealer Registration and Smog Check Station License were in full force and
7 effect at all times relevant to the charges brought herein. The registration and license expired on
8 January 31, 2019, and have not been renewed.

9 6. On or about April 19, 2013, the Bureau issued Smog Check Inspector License
10 Number EO 635425 to Nick Noel Anklam (Respondent Anklam). On or about September 20,
11 2016, the Bureau issued Smog Check Repair Technician License Number EI 635425 to
12 Respondent Anklam. Both licenses were in full force and effect at all times relevant to the
13 charges brought herein and will expire on December 31, 2020, unless renewed.

14 7. On or about July 15, 2013, the Bureau issued Smog Check Inspector License Number
15 EO 635766 to Jonathan Ezequiel Villegas (Respondent Villegas). The Smog Check Inspector
16 License was in full force and effect at all times relevant to the charges brought herein and will
17 expire on April 30, 2021, unless renewed.

18 8. On or about February 22, 2010, Advanced Emission Specialist Technician License
19 Number EA 631794 was issued to Christopher Martin Hernandez (Respondent Hernandez), and
20 cancelled on December 30, 2013.¹ Thereafter, the license was renewed pursuant to Respondent's
21 election as Smog Check Inspector License Number EO 631794, effective December 30, 2013,
22 and Smog Check Repair Technician License Number EI 631794, effective October 1, 2014. Both
23 licenses were in full force and effect at all times relevant to the charges brought herein and will
24 expire on December 31, 2021, unless renewed.

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26
27 ¹ Effective August 1, 2012, California Code of Regulations, title 16, section 3340.28,
28 3340.29 and 3340.30 were amended to implement a license restructure from the Advanced
Emission Specialist Technician (EA) license and Basic Area (EB) Technician license to Smog
Check Inspector (EO) license and and/or Smog Check Repair Technician (EI) license.

9. This Stipulation does not apply to Magno Ramon Angel, Smog Check Inspector License No. EO 635174.

JURISDICTION

10. Accusation No. 79/16-16114 was filed before the Director of the Department of Consumer Affairs (Director) for the Bureau, and is currently pending against Respondents. The Accusation and all other statutorily required documents were properly served on Respondents on January 15, 2019. Respondents timely filed their Notices of Defense contesting the Accusation.

11. On or about February 16, 2016, the Bureau issued Citation No. C2016-0451 to Respondent Owner pursuant to its authority under California Health and Safety Code section 44050.

12. On or about June 2, 2015, the Bureau issued Citation No. C2015-0659 to Respondent Owner pursuant to its authority under California Health and Safety Code section 44050.

13. On or about February 16, 2016, the Bureau issued Citation No. M2016-0452 to Respondent Villegas pursuant to its authority under California Health and Safety Code section 44050.

14. On or about June 2, 2015, the Bureau issued Citation No. M2015-0660 to Respondent Hernandez pursuant to its authority under California Health and Safety Code section 44050.

15. A copy of Accusation No. 79/16-16114 is attached as Exhibit A and incorporated herein by reference. A copy of Citation No. C2016-0451 is attached as Exhibit B and incorporated herein by reference. A copy of Citation No. C2015-0659 is attached as Exhibit C and incorporated herein by reference. A copy of Citation No. M2016-0452 is attached as Exhibit D and incorporated herein by reference. A copy of Citation No. M2015-0660 is attached as Exhibit E and incorporated herein by reference.

ADVISEMENT AND WAIVERS

16. Respondents have carefully read, fully discussed with counsel, and understand the charges and allegations contained in the pending Accusation and Citations. Respondents have also carefully read, fully discussed with counsel, and understand the effects of this Stipulated Settlement and Disciplinary Order.

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

8 18. Respondents voluntarily, knowingly, and intelligently waive and give up each and
9 every right set forth above.

10 CULPABILITY

11 19. For the purpose of resolving the Accusation and Citation matters without the expense
12 and uncertainty of further proceedings, Respondents agree that, at a hearing, Complainant could
13 establish a factual basis for the charges and allegations in the pending Accusation and Citation
14 matters, and that the charges and allegations in Accusation No. 79/16-16114, if proven at a
15 hearing, constitute cause for imposing discipline upon Respondents' respective registrations
16 and/or licenses. Respondents hereby give up their rights to contest those charges and allegations.

17 20. Respondents agree that their respective registrations and/or licenses are subject to
18 discipline and agree to be bound by the Director's probationary terms as set forth in the
19 Disciplinary Order below.

20 WITHDRAWAL OF CITATION APPEALS

21 21. Respondent Owner hereby withdraws his appeals of Citation Nos. C2016-0451 and
22 C2016-0659.

23 22. Respondent Villegas hereby withdraws his appeal of Citation No. M2016-0452.

24 23. Respondent Hernandez hereby withdraws his appeal of Citation No. M2015-0660.

25 CONTINGENCY

26 24. This stipulation shall be subject to approval by the Director or the Director's designee.
27 Respondents understand and agree that counsel for Complainant and Bureau staff may
28 communicate directly with the Director and staff of the Department of Consumer Affairs

1 regarding this stipulation and settlement, without notice to or participation by Respondents or
2 their counsel. By signing the stipulation, Respondents understand and agree that they may not
3 withdraw their agreement or seek to rescind the stipulation prior to the time the Director considers
4 and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the
5 Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this
6 paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall
7 not be disqualified from further action by having considered this matter.

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

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

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

20 **DISCIPLINARY ORDER**

21 **IT IS HEREBY ORDERED** that Automotive Repair Dealer Registration Number ARD
22 263831 and Smog Check Station License Number TC 263831, issued to Respondent **Martin**
23 **Hernandez**, are revoked.

24 1. The revocation of Respondent's Automotive Repair Dealer Registration and Smog
25 Check Station License shall constitute the imposition of discipline against Respondent. This
26 stipulation constitutes a record of the discipline and shall become a part of Respondent's license
27 history with the Bureau.

28 ///

1 Decision and Order.

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

7 4. **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 5. **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 6. **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 7. **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 **8. 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 **9. 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 **10. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$10,608.00
20 for the reasonable costs of the investigation and enforcement of case No. 79/16-16114.
21 Respondent shall make equal monthly installment payments in the amount of \$221.00 during the
22 first 48 months of probation. Respondent shall make payment by check or money order payable
23 to the Bureau and shall indicate on the check or money order that it is for cost recovery payment
24 for case No. 79/16-16114. Any order for payment of cost recovery shall remain in effect whether
25 or not probation is tolled. Probation shall not terminate until full cost recovery payment has been
26 made. BAR reserves the right to pursue any other lawful measures in collecting on the costs
27 ordered and past due, in addition to taking action based upon the violation of probation.

28 ///

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

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

* * *

IT IS FURTHER ORDERED that Smog Check Inspector License Number EO 635425 issued to **Nick Noel Anklam** is revoked. However, the revocation is stayed and Respondent Anklam is placed on probation for four (4) years on the following terms and conditions:

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

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

1 **3. Report Financial Interests.** Respondent 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.** Respondent 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. Respondent 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, Respondent leaves the jurisdiction of
11 California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction
12 of California, Respondent 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 Respondent obey all laws, shall be held in abeyance during any period of
16 time of 30 days or more in which Respondent is 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 Respondent
19 is not residing or engaging in business within the jurisdiction of California shall not apply to the
20 reduction of this probationary period or to any period of actual suspension not previously
21 completed. Tolling is not available if business or work relevant to the probationary license or
22 registration is conducted or performed during the tolling period.

23 **6. Violation of Probation.** If Respondent violates or fails 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 Respondent is served notice of BAR's intent to set aside the stay, the Director shall maintain
27 jurisdiction, and the period of probation shall be extended until final resolution of the matter.

28 ///

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

10 **8. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$864.00 for
11 the reasonable costs of the investigation and enforcement of case No. 79/16-16114. Respondent
12 shall make equal monthly installment payments in the amount of \$36.00 during the first 24
13 months of probation. Respondent 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. 79/16-16114. 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, Respondent's
21 affected registration and/or license will be fully restored or issued without restriction, if
22 Respondent 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 Respondent ceases business operations or is otherwise unable to
26 satisfy the terms and conditions of probation, Respondent may request that the stay be vacated.
27 Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right
28 to evaluate the Respondent's request and to exercise discretion whether to grant the request or

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

9 11. **Training Course.** During the period of probation, Respondent shall attend and
10 successfully complete a 68 hour, level 1, Engine and Emission Control Fundamentals class.
11 Respondent shall provide to the Bureau proof of enrollment in the course within 30 days of the
12 effective date of the decision, and proof of successful course completion within 12 months of the
13 effective date of the decision. Failure to provide proof of enrollment and/or successful course
14 completion to the Bureau within the timeframes specified shall constitute a violation of probation,
15 and Respondent shall be prohibited from issuing any certificate of compliance or noncompliance
16 until such proof is received.

17 12. **Notification to Employer** - When performing services that fall within the scope of
18 his or her license, Respondent shall provide each of his or her current or future employers a copy
19 of the decision and the underlying Accusation or Statement of Issues before commencing
20 employment. Notification to Respondent's current employer shall occur no later than the effective
21 date of the decision. Respondent shall submit to BAR, upon request, satisfactory evidence of
22 compliance with this term of probation.

23 * * *

24 **IT IS FURTHER ORDERED** that Smog Check Inspector License Number EO 635766
25 issued to **Jonathan Ezequiel Villegas** is revoked. However, the revocation is stayed and
26 Respondent Villegas is placed on probation for four (4) years on the following terms and
27 conditions:

28 ///

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

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

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

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

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

1 registration is conducted or performed during the tolling period.

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

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

16 **8. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$864.00 for
17 the reasonable costs of the investigation and enforcement of case No. 79/16-16114. Respondent
18 shall make equal monthly installment payments in the amount of \$36.00 during the first 24
19 months of probation. Respondent shall make payment by check or money order payable to the
20 Bureau of Automotive Repair and shall indicate on the check or money order that it is for cost
21 recovery payment for case No. 79/16-16114. Any order for payment of cost recovery shall
22 remain in effect whether or not probation is tolled. Probation shall not terminate until full cost
23 recovery payment has been made. BAR reserves the right to pursue any other lawful measures in
24 collecting on the costs ordered and past due, in addition to taking action based upon the violation
25 of probation.

26 **9. Completion of Probation.** Upon successful completion of probation, Respondent's
27 affected registration and/or license will be fully restored or issued without restriction, if
28 Respondent meets all current requirements for registration or licensure and has paid all

1 outstanding fees, monetary penalties, or cost recovery owed to BAR.

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

15 **11. Training Course.** During the period of probation, Respondent shall attend and
16 successfully complete a 68 hour, level 1, Engine and Emission Control Fundamentals class.
17 Respondent shall provide to the Bureau proof of enrollment in the course within 30 days of the
18 effective date of the decision, and proof of successful course completion within 12 months of the
19 effective date of the decision. Failure to provide proof of enrollment and/or successful course
20 completion to the Bureau within the timeframes specified shall constitute a violation of probation,
21 and Respondent shall be prohibited from issuing any certificate of compliance or noncompliance
22 until such proof is received.

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

1 * * *

2 **IT IS FURTHER ORDERED** that Smog Check Inspector License Number EO 631794,
3 and Smog Check Repair Technician License Number EI 631794, issued to **Christopher Martin**
4 **Hernandez**, are revoked. However, the revocations are stayed and Respondent Hernandez is
5 placed on probation for four (4) on the following terms and conditions:

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

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

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

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

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

1 jurisdiction of California. All provisions of probation shall recommence on the effective date of
2 resumption of business in California. Any period of time of 30 days or more in which Respondent
3 is not residing or engaging in business within the jurisdiction of California shall not apply to the
4 reduction of this probationary period or to any period of actual suspension not previously
5 completed. Tolling is not available if business or work relevant to the probationary license or
6 registration is conducted or performed during the tolling period.

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

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

21 **8. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$864.00 for
22 the reasonable costs of the investigation and enforcement of case No. 79/16-16114. Respondent
23 shall make equal monthly installment payments in the amount of \$36.00 during the first 24
24 months of probation. Respondent shall make payment by check or money order payable to the
25 Bureau of Automotive Repair and shall indicate on the check or money order that it is for cost
26 recovery payment for case No. 79/16-16114. Any order for payment of cost recovery shall
27 remain in effect whether or not probation is tolled. Probation shall not terminate until full cost
28 recovery payment has been made. BAR reserves the right to pursue any other lawful measures in

1 collecting on the costs ordered and past due, in addition to taking action based upon the violation
2 of probation.

3 **9. 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 **10. 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 **11. Training Course.** During the period of probation, Respondent shall attend and
21 successfully complete a 68 hour, level 1, Engine and Emission Control Fundamentals class.
22 Respondent shall provide to the Bureau proof of enrollment in the course within 30 days of the
23 effective date of the decision, and proof of successful course completion within 12 months of the
24 effective date of the decision. Failure to provide proof of enrollment and/or successful course
25 completion to the Bureau within the timeframes specified shall constitute a violation of probation,
26 and Respondent shall be prohibited from issuing any certificate of compliance or noncompliance
27 until such proof is received.

28 ///

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

* * *

IT IS FURTHER ORDERED: Respondent Owner's appeals of Citation Nos. C2016-0451 and C2015-0659 and requests for an administrative hearing are deemed withdrawn, and any further appeals or requests for reconsideration are waived. Citation Nos. C2016-0451 and C2015-0659 are affirmed and, upon the effective date of the Director's Decision and Order in this matter, Citation Nos. C2016-0451 and C2015-0659 are deemed final and non-appealable.

IT IS FURTHER ORDERED: Respondent Villegas' appeal of Citation No. M2016-0452 and request for an administrative hearing is deemed withdrawn, and any further appeal or request for reconsideration is waived. Citation No. M2016-0452 is affirmed and, upon the effective date of the Director's Decision and Order in this matter, deemed final and non-appealable.

IT IS FURTHER ORDERED: Respondent Hernandez's appeal of Citation No. M2015-0660 and request for an administrative hearing is deemed withdrawn, and any further appeal or request for reconsideration is waived. Citation No. M2015-0660 is affirmed and, upon the effective date of the Director's Decision and Order in this matter, deemed final and non-appealable.

ACCEPTANCES

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, William D. Ferreira. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registrations and Smog Check Station Licenses. I

1 enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and
2 intelligently, and agree to be bound by the Decision and Order of the Director of the Department
3 of Consumer Affairs.

4 DATED: Dec 10, 2020


MARTIN HERNANDEZ
Respondent

6
7 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
8 discussed it with my attorney, William D. Ferreira. I understand the stipulation and the effect it
9 will have on my Smog Check Inspector License and my Smog Check Repair Technician License.
10 I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and
11 intelligently, and agree to be bound by the Decision and Order of the Director of Consumer
12 Affairs.

13 DATED: Dec 10, 2020


NICK NOEL ANKLAM
Respondent

15
16 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
17 discussed it with my attorney, William D. Ferreira. I understand the stipulation and the effect it
18 will have on my Smog Check Inspector License. I enter into this Stipulated Settlement and
19 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the
20 Decision and Order of the Director of Consumer Affairs.

21
22 DATED: 12-15-20


JONATHAN ZEQUEL VILLEGAS
Respondent

24
25
26 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
27 discussed it with my attorney, William D. Ferreira. I understand the stipulation and the effect it
28 will have on my Smog Check Inspector License and my Smog Check Repair Technician License.

Waiting on Jonathan's signature.

1 I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and
2 intelligently, and agree to be bound by the Decision and Order of the Director of Consumer
3 Affairs.

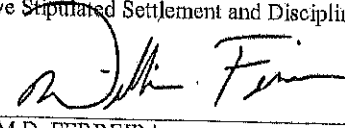
4 DATED: 12/10/20


CHRISTOPHER MARTIN HERNANDEZ
Respondent

7 REVIEW/APPROVAL BY COUNSEL

8 I have read and fully discussed with my clients, Respondents Martin Hernandez, Nick Noel
9 Anklam, Jonathan Ezequiel Villegas, and Christopher Martin Hernandez, the terms and
10 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.
11 I approve its form and content.

12 DATED: 12/10/20


WILLIAM D. FERREIRA
Attorney for Respondent

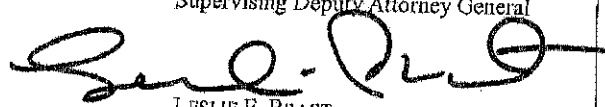
14 ENDORSEMENT

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

18 DATED: 12/15/2020

Respectfully submitted,

19 XAVIER BECERRA
20 Attorney General of California
21 CHAR SACHSON
22 Supervising Deputy Attorney General


23 LESLIE E. BRAST
24 Deputy Attorney General
25 Attorneys for Complainant

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