

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

In the Matter of the Accusation Against:

**DAVIS TEST ONLY SMOG TESTING, dba CITRUS HEIGHTS STAR SMOG; DANIEL**

**MCGARRY, aka DANIEL LAWRENCE MCGARRY**

**PRESIDENT/SECRETARY/TREASURER**

8420 Auburn Blvd B

Citrus Heights, CA 95610

Automotive Repair Dealer Registration No. ARD 263636

Smog Check Station License No. RC 263636

and

**DAVIS TEST ONLY SMOG TESTING, dba LINCOLN STAR SMOG; DANIEL MCGARRY,**

**aka DANIEL LAWRENCE MCGARRY PRESIDENT/SECRETARY/TREASURER**

199 Lincoln Blvd.

Lincoln, CA 95648

Automotive Repair Dealer Registration No. ARD 275297

Smog Check Station License No. RC 275297

and

**DAVIS TEST ONLY SMOG TESTING, dba NORTH BEALE STAR SMOG; DANIEL**

**MCGARRY, aka DANIEL LAWRENCE MCGARRY**

**PRESIDENT/SECRETARY/TREASURER**

1152 North Beale Rd. #2

Marysville, CA 95901

Mailing Address:

271 Unity Circle

Sacramento, CA 95833

Automotive Repair Dealer Registration No. ARD 278039

Smog Check Station License No. RC 278039

**DANIEL LAWRENCE MCGARRY**

8420 Auburn Blvd.

Citrus Heights, CA 95610

Smog Check Inspector License No. EO 142931

Smog Check Repair Technician License No. EI 142931

Respondents.

Case No. 77/17-18174

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OAH No. 2018070406

DECISION

The attached Stipulated Settlement and Disciplinary Order regarding Automotive Repair Dealer Registration No. ARD 263636 and Smog Check Station License No. RC 263636 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 July 14, 2022.

DATED: June 1, 2022   
GRACE ARUPO RODRIGUEZ  
Assistant Deputy Director  
Legal Affairs Division  
Department of Consumer Affairs

1 ROB BONTA  
Attorney General of California  
2 ANDREW M. STEINHEIMER  
Supervising Deputy Attorney General  
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*Attorneys for Complainant*

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. 77/17-18174

13 **DAVIS TEST ONLY SMOG TESTING,**  
14 **dba CITRUS HEIGHTS STAR SMOG**  
15 **DANIEL MCGARRY, aka DANIEL**  
16 **LAWRENCE MCGARRY**  
17 **PRESIDENT/SECRETARY/TREASURER**  
18 **8420 Auburn Boulevard B**  
19 **Citrus Heights, CA 95610**  
20 **Automotive Repair Dealer Reg. No. ARD**  
21 **263636**  
22 **Smog Check Station License No. RC 263636**

OAH No. 2018070406

23 **STIPULATED SETTLEMENT AND**  
24 **DISCIPLINARY ORDER**

25 **RE:**

26 **Automotive Repair Dealer Reg. No. ARD**  
27 **263636 and Smog Check Station Lic. No.**  
28 **RC 263636 ONLY**

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. 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 Kevin W. Bell, Deputy Attorney General.

2. Respondent Davis Test Only Smog Testing dba Citrus Heights Star Smog; Daniel McGarry (now Jacob Paul Garcia; Davis Test Only Smog Testing dba Citrus Heights Star Smog) (Respondent) is represented in this proceeding by attorney Linda Foster.

3. On or about November 4, 2010, the Bureau issued Automotive Repair Dealer Registration No. ARD 263636 to Respondent. The Automotive Repair Dealer Registration was in full force and effect at all times relevant to the charges brought in Accusation No. 77/17-18174, and will expire on November 30, 2023, unless renewed.

4. On or about June 12, 2015, the Bureau issued Smog Check Station License No. RC 263636 to Respondent. The Smog Check Station License was in full force and effect at all times relevant to the charges brought in Accusation No. 77/17-18174, and will expire on November 30, 2023, unless renewed.

## JURISDICTION

5. Accusation No. 77/17-18174 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 June 12, 2018. Respondent timely filed its Notice of Defense contesting the Accusation.

6. A copy of Accusation No. 77/17-18174 is attached as exhibit A and incorporated herein by reference.

## **ADVISEMENT AND WAIVERS**

7. Respondent has carefully read, discussed with counsel, and understands the charges and allegations in Accusation No. 77/17-18174. Respondent has also carefully read, discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

8. Respondent is fully aware of its 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 them; the right to present evidence and to testify on its 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.

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

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1 **CULPABILITY**

2 10. Respondent admits the truth of each and every charge and allegation in Accusation  
3 No. 77/17-18174, except that the conviction is now a misdemeanor per order of 10/28/2021, not a  
4 felony, and Davis cannot admit that which it doesn't know about the facts occurring on 7/12/2014  
5 at his facilities.

6 11. Respondent agrees that its Automotive Repair Dealer Registration is subject to  
7 discipline and they agree to be bound by the Director's probationary terms as set forth in the  
8 Disciplinary Order below.

9 **STAR CERTIFICATION**

10 12. This stipulation and resulting Disciplinary Order shall not be considered grounds to  
11 invalidate Respondent's STAR certification.

12 **DISMISSAL OF PETITIONS FOR WRITS OF MANDATE**

13 13. Respondents agree to dismiss the following Petitions for Writs of Mandate:

14 a. Sacramento County Superior Court Case no. 34-2018-80002828 concerning the Citation  
15 No. C2016-0201 issued by Complainant against Automotive Repair Dealer Registration No. ARD  
16 263636 and Smog Check Station License No. RC 263636.

17 b. Sacramento County Superior Court Case no. 34-2020-80003352 concerning the Citation  
18 No. C2016-1879 issued by Complainant against Automotive Repair Dealer Registration No. ARD  
19 275297 and Smog Check Station License No. RC 275297.

20 14. The Parties agree that the above Citations shall be deemed final for all purposes as of  
21 the effective date of this Decision and Order.

22 **CONTINGENCY**

23 15. This stipulation shall be subject to approval by the Director or the Director's designee.  
24 Respondent understands and agrees that counsel for Complainant and the staff of the Bureau of  
25 Automotive Repair may communicate directly with the Director and staff of the Department of  
26 Consumer Affairs regarding this stipulation and settlement, without notice to or participation by  
27 Respondent or its counsel. By signing the stipulation, Respondent understands and agrees that  
28 they may not withdraw its agreement or seek to rescind the stipulation prior to the time the

1 Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision  
2 and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except  
3 for this paragraph, it shall be inadmissible in any legal action between the parties, and the  
4 Director shall not be disqualified from further action by having considered this matter.

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

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

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

17 **DISCIPLINARY ORDER**

18 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 263636  
19 and Smog Check Station License No. RC 263636 issued to Respondent Davis Test Only Smog  
20 Testing dba Citrus Heights Star Smog; Daniel McGarry (now Jacob Paul Garcia; Davis Test Only  
21 Smog Testing dba Citrus Heights Star Smog) is revoked. However, the revocation is stayed and  
22 Respondent is placed on probation for three (3) years on the following terms and conditions:

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

26 2. **Prohibited Person.** Respondent shall not permit Daniel McGarry to be present on the  
27 premises of Respondent's place of business; to control, direct, manage or serve as an officer of  
28 Respondent's business; and shall not be employed in any capacity by Respondent.

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

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

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

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

27          7.     **Violation of Probation.** If Respondent violates or fails to comply with the terms and  
28 conditions of probation in any respect, the Director, after giving notice and opportunity to be



1 heard may set aside the stay order and carry out the disciplinary order provided in the decision.  
2 Once Respondent is served notice of BAR's intent to set aside the stay, the Director shall maintain  
3 jurisdiction, and the period of probation shall be extended until final resolution of the matter.

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

13       **9. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$3,600.00  
14 for the reasonable costs of the investigation and enforcement of case No. 77/17-18174. Any  
15 agreement for a scheduled payment plan shall require full payment to be completed no later than  
16 six (6) months before probation terminates. Respondent shall make payment by check or money  
17 order payable to the Bureau of Automotive Repair and shall indicate on the check or money order  
18 that it is for cost recovery payment for case No. 77/17-18174. Any order for payment of cost  
19 recovery shall remain in effect whether or not probation is tolled. Probation shall not terminate  
20 until full cost recovery payment has been made. BAR reserves the right to pursue any other  
21 lawful measures in collecting on the costs ordered and past due, in addition to taking action based  
22 upon the violation of probation.

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

27       **11. License Surrender.** Following the effective date of a decision that orders a stay of  
28 invalidation or revocation, if Respondent ceases business operations or is otherwise unable to

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

12 **ACCEPTANCE**

13 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
14 discussed it with my attorney. I understand the stipulation and the effect it will have on my  
15 Automotive Repair Dealer Registration, and Smog Check Station License. I enter into this  
16 Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree  
17 to be bound by the Decision and Order of the Director of the Department of Consumer Affairs.

18 DATED: 1/7/2022

Signed Copy on File

19 DAVIS TEST ONLY SMOG TESTING DBA  
20 CITRUS HEIGHTS STAR SMOG; DANIEL  
21 MCGARRY (NOW JACOB PAUL GARCIA; DAVIS  
TEST ONLY SMOG TESTING DBA CITRUS  
HEIGHTS STAR SMOG)  
*Respondent*

22 I have read and fully discussed with Respondent Davis Test Only Smog Testing dba Citrus  
23 Heights Star Smog; Daniel McGarry (now Jacob Paul Garcia; Davis Test Only Smog Testing dba  
24 Citrus Heights Star Smog) the terms and conditions and other matters contained in the above  
25 Stipulated Settlement and Disciplinary Order. I approve its form and content.

26 DATED: 1/7/2022

Signed Copy on File

27 *Attorney for Respondent*  
28

**ENDORSEMENT**

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

DATED: 1/7/2022

Respectfully submitted,  
ROB BONTA  
Attorney General of California  
ANDREW M. STEINHEIMER  
Supervising Deputy Attorney General

KEVIN W. BELL  
Deputy Attorney General  
*Attorneys for Complainant*