

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

In the Matter of the Accusation Against:

**D & S SERVICE CENTER, dba DS AUTO EXPERTS; DEBRA PRADO, PRESIDENT;
SANTOS PRADO, SECRETARY/TREASURER**

2500 E. Main Street

Visalia, CA 93292

Automotive Repair Dealer Registration No. ARD 267538

Smog Check Station License No. RC 267538

Brake Station License No. BS 267538, Class A

Lamp Station License No. LS 267538, Class A

Respondent.

Case No. 77/21-14514

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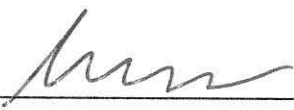
OAH No. 2022090680

DECISION

The attached Stipulated Settlement and Disciplinary Order 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 18, 2023.

DATED: June 7, 2023



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

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Attorney General of California
2 DAVID E. BRICE
Supervising Deputy Attorney General
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9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**

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13 **D & S SERVICE CENTER, INC. DBA DS**
14 **AUTO EXPERTS;**
15 **DEBRA PRADO, PRESIDENT**
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SECRETARY/TREASURER
2500 E. Main Street
Visalia, CA 93292

17 **Automotive Repair Dealer Registration**
18 **No. ARD 267538**
19 **Smog Check Station License No. RC 267538**
20 **Brake Station License No. BS 267538, Class**
A
21 **Lamp Station License No. LS 267538, Class**
A

22 Respondent.

Case No. 77/21-14514

OAH No. 2022090680

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

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 Steve J. Pyun, Deputy Attorney
7 General.

8 2. Respondent D & S Service Center, Inc. dba DS Auto Experts, with Debra Prado,
9 President, Santos Prado, Secretary/Treasurer (Respondent) is representing itself in this proceeding
10 and has chosen not to exercise its right to be represented by counsel.

11 3. On or about December 23, 2011, the Bureau issued Automotive Repair Dealer
12 Registration No. ARD 267538 to Respondent. The Automotive Repair Dealer Registration was
13 in full force and effect at all times relevant to the charges brought in Accusation No. 77/21-
14 14514, and will expire on December 31, 2023, unless renewed.

15 4. On or about December 30, 2011, the Bureau issued Smog Check Station License No.
16 RC 267538 to Respondent. The Smog Check Station License was in full force and effect at all
17 times relevant to the charges brought in Accusation No. 77/21-14514, and will expire on
18 December 31, 2023, unless renewed.

19 5. On or about January 17, 2012, the Bureau issued Brake Station License No. BS
20 267538 to Respondent. The Brake Station License was in full force and effect at all times
21 relevant to the charges brought in Accusation No. 77/21-14514, and will expire on December 31,
22 2023, unless renewed.

23 6. On or about January 17, 2012, the Bureau issued Lamp Station License No. LS
24 267538 to Respondent. The Lamp Station License was in full force and effect at all times
25 relevant to the charges brought in Accusation No. 77/21-14514, and will expire on December 31,
26 2023, unless renewed.

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1 basis for the charges in the Accusation, and that Respondent hereby gives up its right to contest
2 those charges.

3 14. Respondent agrees that its Automotive Repair Dealer Registration, Smog Check
4 Station License, Brake Station License, and Lamp Station License are subject to discipline and
5 agrees to be bound by the Board's probationary terms as set forth in the Disciplinary Order below.

6 CONTINGENCY

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

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

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

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

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 267538, Smog Check Station License No. RC 267538, Brake Station License No. BS 267538, and Lamp Station License No. LS 267538, issued to Respondent D & S Service Center, Inc. dba DS Auto Experts, are revoked. However, the revocations are stayed and Respondent is placed on probation for five (5) years on the following terms and conditions:

1. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 267538, Smog Check Station License No. RC 267538, Brake Station License No. BS 267538; and Lamp Station License No. LS 267538, issued to Respondent D & S Service Center, Inc. dba DS Auto Experts, are suspended for 15 consecutive days beginning on the effective date of the Decision and Order.

2. **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.

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

4. **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.

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

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

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

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

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

1 subject to any and all terms and conditions of probation not previously satisfied. Failure to
2 maintain a current and active registration and/or license during the period of probation shall also
3 constitute a violation of probation.

4 **10. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$12,759.88
5 for the reasonable costs of the investigation and enforcement of case No. 77/21-14514.
6 Respondent shall make fifty-four (54) monthly payments in the amount of \$236.29. Full payment
7 must be completed no later than six (6) months before probation terminates. Respondent shall
8 make payment by check or money order payable to the Bureau of Automotive Repair and shall
9 indicate on the check or money order that it is for cost recovery payment for case No. 77/21-
10 14514. Any order for payment of cost recovery shall remain in effect whether or not probation is
11 tolled. Probation shall not terminate until full cost recovery payment has been made. BAR
12 reserves the right to pursue any other lawful measures in collecting on the costs ordered and past
13 due, in addition to taking action based upon the violation of probation.

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

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

ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration, Smog Check Station License, Brake Station License, and Lamp Station License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of the Department of Consumer Affairs.

DATED: _____

SANTOS PRADO, SECRETARY/TREASURER
D & S SERVICE CENTER, INC. DBA DS AUTO
EXPERTS
Respondent

ENDORSEMENT

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

DATED: 3/22/23

Respectfully submitted,

ROB BONTA
Attorney General of California
DAVID E. BRICE
Supervising Deputy Attorney General

Steve Pyun

STEVE J. PYUN
Deputy Attorney General
Attorneys for Complainant

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