

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

STATE OF CALIFORNIA

In the Matter of the Accusation Against:

MA'S AUTO REPAIR & SMOG STATION

YVONNE LU, PRESIDENT/SECRETARY/TREASURER

2660 S. El Camino Real

San Mateo, CA 94403

Automotive Repair Dealer Registration No. ARD 270337

Smog Check Station License No. RC 270337

Brake Station License No. 270337, Class C

Lamp Station License No. 270337, Class A

and

QUYEN BOI LY

1322 Kelly Avenue

San Leandro, CA 94577

Mailing Address:

18481 Carlwyn Drive

Castro Valley, CA 94546

Smog Check Inspector License No. EO 139757

Smog Check Repair Technician License No. EI 139757

Brake Adjuster License No. BA 139757, Class C

Lamp Adjuster License No. LA 139757, Class A

Respondents.

Case No. 77/21-6469

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 October 19, 2022.

DATED: Sept. 12, 2022 

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

1 ROB BONTA
Attorney General of California
2 CHAR SACHSON
Supervising Deputy Attorney General
3 JUSTIN R. SURBER
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Attorneys for Complainant

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

In the Matter of the Accusation Against:

MA'S AUTO REPAIR & SMOG STATION
YVONNE LU- President/Secretary/Treasurer
2660 S. El Camino Real
San Mateo, CA 94403

Automotive Repair Dealer Registration No. ARD 270337
Smog Check Station License No. RC 270337
Brake Station License No. BS 270337, Class C
Lamp Station License No. LS 270337, Class A

And

QUYEN BOI LY
1322 Kelly Ave
San Leandro, CA 94577

Mailing Address:
18481 Carlwyn Dr.
Castro Valley, CA 94546

Smog Check Inspector License No. EO 139757
Smog Check Repair Technician License No. EI 139757,
Brake Adjuster License No. BA 139757, Class C
Lamp Adjuster License No. LA 139757, Class A

Respondents.

Case No. 77/21-6469

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 Justin R. Surber, Deputy Attorney
7 General.

8 1. On or about September 25, 2012, the Bureau of Automotive Repair issued
9 Automotive Repair Dealer Registration Number ARD 270337 to Respondent Ma's Auto Repair
10 & Smog Station (Respondent Ma) with Yvonne Lu as the President/Secretary/Treasurer. The
11 Automotive Repair Dealer Registration was in full force and effect at all times relevant to the
12 charges brought herein and will expire on September 30, 2022, unless renewed.

13 2. On or about October 10, 2012, the Bureau of Automotive Repair issued Smog Check
14 Station License Number RC 270337 to Respondent Ma. The Smog Check Station License was
15 in full force and effect at all times relevant to the charges brought herein and will expire on
16 September 30, 2022, unless renewed.

17 3. On or about October 10, 2012, the Bureau of Automotive Repair issued Brake Station
18 License Number BS 270337, Class C, to Respondent Ma. The Brake Station License was in full
19 force and effect at all times relevant to the charges brought herein and will expire on September
20 30, 2022, unless renewed.

21 4. On or about October 10, 2012, the Bureau of Automotive Repair issued Lamp Station
22 License Number LS 270337, Class A, to Respondent Ma. The Lamp Station License was in full
23 force and effect at all times relevant to the charges brought herein and will expire on September
24 30, 2022, unless renewed.

25 5. In 2003, the Director issued Advanced Emission Specialist Technician License
26 Number EA 139757 to Respondent Quyen Boi Ly (Respondent Ly). Respondent Ly's advanced
27 emission specialist technician license expired on March 31, 2013, and was cancelled on February
28 14, 2013. Pursuant to California Code of Regulations, title 16, section 3340.28, subdivision (e),

1 the license was renewed, pursuant to Respondent Ly's election, as Smog Check Inspector License
2 EO 139757 and Smog Check Repair Technician License EI 139757.¹ Respondent Ly's Smog
3 Check Inspector License and Smog Check Repair Technician License will expire on March 31,
4 2023, unless renewed.

5 6. On or about November 12, 2009, the Bureau of Automotive Repair issued Brake
6 Adjuster License Number BA 139757, Class C, to Respondent Ly. The Brake Adjuster License
7 was in full force and effect at all times relevant to the charges brought herein and will expire on
8 March 31, 2025, unless renewed.

9 7. On or about November 9, 2009, the Bureau of Automotive Repair issued Lamp
10 Adjuster License Number LA 139757, Class A, to Respondent Ly. The Lamp Adjuster License
11 will expire on March 31, 2025, unless renewed.

12 JURISDICTION

13 2. Accusation No. 77/21-6469 was filed before the Director of the Department of
14 Consumer Affairs (Director), and is currently pending against Respondent. The Accusation and
15 all other statutorily required documents were properly served on Respondent on April 14, 2022.
16 Respondent timely filed its Notice of Defense contesting the Accusation.

17 3. A copy of Accusation No. 77/21-6469 is attached as exhibit A and incorporated
18 herein by reference.

19 ADVISEMENT AND WAIVERS

20 4. Respondents have carefully read, fully discussed with counsel, and understand the
21 charges and allegations in Accusation No. 77/21-6469. Respondents have also carefully read,
22 fully discussed with counsel, and understand the effects of this Stipulated Settlement and
23 Disciplinary Order.

24 5. Respondents are fully aware of their legal rights in this matter, including the right to a
25 hearing on the charges and allegations in the Accusation; the right to confront and cross-examine

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.

1 the witnesses against them; the right to present evidence and to testify on their own behalf; the
2 right to the issuance of subpoenas to compel the attendance of witnesses and the production of
3 documents; the right to reconsideration and court review of an adverse decision; and all other
4 rights accorded by the California Administrative Procedure Act and other applicable laws.

5 6. Respondents voluntarily, knowingly, and intelligently waive and give up each and
6 every right set forth above.

7 CULPABILITY

8 7. Respondents admit the truth of each and every charge and allegation in Accusation
9 No. 77/21-6469.

10 8. Respondent Ma agrees that its Automotive Repair Dealer Registration, Brake Station
11 License, Smog Station License, and Lamp Station License are subject to discipline and it agrees
12 to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

13 9. Respondent Ly agrees that his Brake Adjuster License, Lamp Adjuster License, Smog
14 Check Inspector License and Smog Check Repair Technician License are subject to discipline
15 and it agrees to be bound by the Director's probationary terms as set forth in the Disciplinary
16 Order below.

17 CONTINGENCY

18 10. This stipulation shall be subject to approval by the Director or the Director's designee.
19 Respondents understand and agree that counsel for Complainant and the staff of the Bureau of
20 Automotive Repair may communicate directly with the Director and staff of the Department of
21 Consumer Affairs regarding this stipulation and settlement, without notice to or participation by
22 Respondent or its counsel. By signing the stipulation, Respondents understand and agree that
23 they may not withdraw this agreement or seek to rescind the stipulation prior to the time the
24 Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision
25 and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except
26 for this paragraph, it shall be inadmissible in any legal action between the parties, and the
27 Director shall not be disqualified from further action by having considered this matter.
28

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

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

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

DISCIPLINARY ORDER AS TO MA'S AUTO REPAIR & SMOG STATION

IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 270337, Smog Check Station License No. RC 270337, Brake Station License No. BS 270337, class C, and Lamp Station License No. LS 270337, class A, issued to Respondent Ma's Auto Repair & Smog Station are revoked. However, the revocations are stayed and Respondent Ma is placed on probation for five (5) years on the following terms and conditions:

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

2. **Posting of Sign.** During the period of suspension, Respondent Ma 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.

3. **Quarterly Reporting.** During the period of probation, Respondent Ma shall report

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

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

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

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

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

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

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

14 **9. Cost Recovery.** Respondents shall pay the Bureau of Automotive Repair a total of
15 \$5,324.40 for the reasonable costs of the investigation and enforcement of case No. 77/21-6469.
16 Costs shall be paid in 54 monthly installments of \$98.60, each, beginning the first month of
17 probation. Respondents Ma and Ly are jointly and severally liable for costs. Any additional
18 agreement for a scheduled payment plan shall require full payment to be completed no later than
19 six (6) months before probation terminates. Respondents shall make payment by check or money
20 order payable to the Bureau of Automotive Repair and shall indicate on the check or money order
21 that it is for cost recovery payment for case No. 77/21-6469. Any order for payment of cost
22 recovery shall remain in effect whether or not probation is tolled. Probation shall not terminate
23 until full cost recovery payment has been made. BAR reserves the right to pursue any other
24 lawful measures in collecting on the costs ordered and past due, in addition to taking action based
25 upon the violation of probation.

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

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

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

16. **12. Actual Suspension.** Automotive Repair Dealer Registration No. ARD 270337,
17. Smog Check Station License No. RC 270337, Brake Station License No. BS 270337, class C, and
18. Lamp Station License No. LS 270337, class A, issued to Respondent Ma's Auto Repair & Smog
19. Station are suspended for five (5) consecutive days beginning on the effective date of the Decision
20. and Order.

21. **DISCIPLINARY ORDER AS TO QUYEN BOI LY**

22. IT IS HEREBY ORDERED that Smog Check Inspector License EO 302331, Smog Check
23. Repair Technician License EI 302331, Brake Adjuster License BA 302331, class C, and Lamp
24. Adjuster License LS 302331, class A, issued to Respondent Quyen Boi Ly are revoked.
25. However, the revocations are stayed and Respondent Ly is placed on probation for five (5) years
26. on the following terms and conditions:

27. **13. Obey All Laws.** During the period of probation, Respondent Ly shall comply with
28. all federal and state statutes, regulations and rules governing all BAR registrations and licenses

1 held by Respondent Ly.

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

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

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

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

1 period.

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

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

16 **20. Cost Recovery.** Respondents shall pay the Bureau of Automotive Repair a total of
17 \$5,324.40 for the reasonable costs of the investigation and enforcement of case No. 77/21-6469.
18 Costs shall be paid in 54 monthly installments of \$98.60, each, beginning the first month of
19 probation. Respondents Ma and Ly are jointly and severally liable for costs. Any agreement for
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22 the Bureau of Automotive Repair and shall indicate on the check or money order that it is for cost
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24 in effect whether or not probation is tolled. Probation shall not terminate until full cost recovery
25 payment has been made. BAR reserves the right to pursue any other lawful measures in collecting
26 on the costs ordered and past due, in addition to taking action based upon the violation of
27 probation.

28 **21. Completion of Probation.** Upon successful completion of probation, Respondent

1 Ly's affected licenses will be fully restored or issued without restriction, if Respondent Ly meets
2 all current requirements for registration or licensure and has paid all outstanding fees, monetary
3 penalties, or cost recovery owed to BAR.

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

17 23. **Actual Suspension.** Smog Check Inspector License EO 139757, Smog Check Repair
18 Technician License EI 302331, Brake Adjuster License BA 139757, class C, and Lamp Adjuster
19 License LS 139757, class A, issued to Respondent Quyen Boi Ly are suspended for five (5)
20 consecutive days beginning on the effective date of the Decision and Order.

21 ACCEPTANCE

22 I am the President of Ma's Auto Repair & Smog Station. I have the authority to enter this
23 stipulation on behalf of Respondent Ma's Auto Repair & Smog Station and bind Ma's Auto Repair
24 & Smog Station to the terms of this agreement. I have carefully read the above Stipulated
25 Settlement and Disciplinary Order and have fully discussed it with Ma's Auto Repair & Smog
26 Station attorney, William Ferreira. I understand the stipulation and the effect it will have on Ma's
27 Auto Repair & Smog Station's Automotive Repair Dealer Registration, Smog Check Station
28 License, Lamp Station License and Brake Station License. Ma's Auto Repair & Smog Station

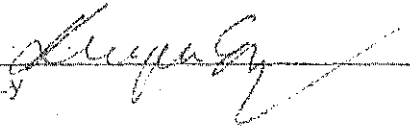
enters into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agrees to be bound by the Decision and Order of the Director of the Department of Consumer Affairs.

DATED: 7/26/22


YVONNE LU as President/Secretary/Treasurer of and
on behalf of Ma's AUTO REPAIR & SMOG STATION
Respondent

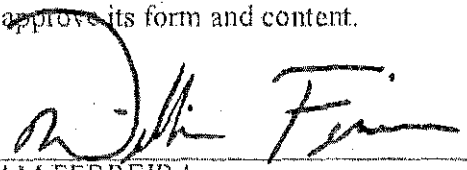
I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, William Ferreira. I understand the stipulation and the effect it will have on my Smog Check Inspector License, Smog Check Repair Technician License, Brake Adjuster License, and Lamp Adjuster 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: 07-26-2022


Quyen Boi Ly
Respondent

I have read and fully discussed with Respondent Ma's Auto Repair & Smog Station and Respondent Quyen Boi Ly the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 7-26-22


WILLIAM FERREIRA
Attorney for Respondent

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ENDORSEMENT

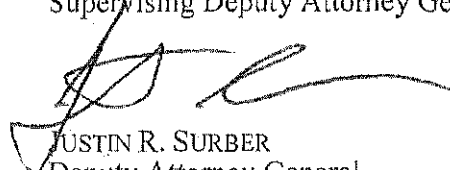
The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Director of the Department of Consumer Affairs.

DATED:

8/12/22

Respectfully submitted,

ROB BONTA
Attorney General of California
CHAR SACHSON
Supervising Deputy Attorney General



JUSTIN R. SURBER
Deputy Attorney General
Attorneys for Complainant

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