

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

In the Matter of the Accusation Against:

**SIMCAT ENTERPRISES, dba LUBE N GO, JOSEPH R. SIMONIN**

286 Higuera Street

San Luis Obispo, CA 93401

Mailing Address:

2505 Theatre Drive

Paso Robles, CA 93446

Automotive Repair Dealer Registration No. ARD 273956

Smog Check Station License No. RC 273956

Respondent.

Case No. 79/23-9568

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OAH No. 2024050027

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 31, 2024.

IT IS SO ORDERED Sept. 18, 2024.

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

1 ROB BONTA  
Attorney General of California  
2 ARMANDO ZAMBRANO  
Supervising Deputy Attorney General  
3 CHRISTINE J. LEE  
Deputy Attorney General  
4 State Bar No. 282502  
300 So. Spring Street, Suite 1702  
5 Los Angeles, CA 90013  
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6 Facsimile: (916) 731-2126  
*Attorneys for Complainant*  
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8 **BEFORE THE**  
9 **DEPARTMENT OF CONSUMER AFFAIRS**  
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**  
11 **STATE OF CALIFORNIA**

12  
13 In the Matter of the Accusation and Petition to  
Revoke Probation Against:

14 **SIMCAT ENTERPRISES, DBA LUBE N**  
15 **GO, JOSEPH R. SIMONIN**  
16 **286 Higuera Street**  
**San Luis Obispo, CA 93401**

17 **Mailing:**  
18 **2505 Theatre Drive**  
**Paso Robles, CA 93446**

19 **Automotive Repair Dealer Registration No.**  
20 **ARD 273956**  
**Smog Check Station License No. RC 273956**

21 Respondent.

Case No. 79/23-9568

OAH No. 2024050027

**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 Christine J. Lee, Deputy Attorney  
7 General.

8 2. Respondent Simcat Enterprises, dba Lube N Go, Joseph R. Simonin (Respondent) is  
9 represented in this proceeding by attorney Nicole Weil, Esq., whose address is: 9474 Kearny  
10 Villa Rd., Ste 101, San Diego, CA 92126

11 3. On or about August 13, 2013, the Bureau issued Automotive Repair Dealer  
12 Registration No. ARD 273956 to Simcat Enterprises, dba Lube N Go, Joseph R. Simonin  
13 (Respondent). The Automotive Repair Dealer Registration was in full force and effect at all  
14 times relevant to the charges brought in Accusation No. 79/23-9568, and will expire on August  
15 31, 2024, unless renewed.

16 4. On or about October 10, 2013, the Bureau issued Smog Check Station License No.  
17 RC 273956 to Simcat Enterprises, dba Lube N Go, Joseph R. Simonin (Respondent). The Smog  
18 Check Station License was in full force and effect at all times relevant to the charges brought in  
19 Accusation No. 79/23-9568, and will expire on August 31, 2024, unless renewed.

20 **JURISDICTION**

21 5. Accusation and Petition to Revoke Probation No. 79/23-9568 was filed before the  
22 Director of the Department of Consumer Affairs (Director), and is currently pending against  
23 Respondent. The Accusation and Petition to Revoke Probation and all other statutorily required  
24 documents were properly served on Respondent on March 21, 2024. Respondent timely filed its  
25 Notice of Defense contesting the Accusation and Petition to Revoke Probation.

26 6. A copy of Accusation and Petition to Revoke Probation No. 79/23-9568 is attached as  
27 exhibit A and incorporated herein by reference.

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1 **ADVISEMENT AND WAIVERS**

2 7. Respondent has carefully read, fully discussed with counsel, and understands the  
3 charges and allegations in Accusation and Petition to Revoke Probation No. 79/23-9568.

4 Respondent has also carefully read, fully discussed with counsel, and understands the effects of  
5 this Stipulated Settlement and Disciplinary Order.

6 8. Respondent is fully aware of its legal rights in this matter, including the right to a  
7 hearing on the charges and allegations in the Accusation and Petition to Revoke Probation; the  
8 right to confront and cross-examine the witnesses against them; the right to present evidence and  
9 to testify on its own behalf; the right to the issuance of subpoenas to compel the attendance of  
10 witnesses and the production of documents; the right to reconsideration and court review of an  
11 adverse decision; and all other rights accorded by the California Administrative Procedure Act  
12 and other applicable laws.

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

15 **CULPABILITY**

16 10. Respondent understands and agrees that the charges and allegations in Accusation  
17 and Petition to Revoke Probation No. 79/23-9568, if proven at a hearing, constitute cause for  
18 imposing discipline upon its Automotive Repair Dealer Registration as well as for its Smog  
19 Check Station License.

20 11. For the purpose of resolving the Accusation and Petition to Revoke Probation without  
21 the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing,  
22 Complainant could establish a factual basis for the charges in the Accusation and Petition to  
23 Revoke Probation, and that Respondent hereby gives up its right to contest those charges.

24 12. Respondent agrees that its Automotive Repair Dealer Registration and Smog Check  
25 Station License are subject to discipline and they agree to be bound by the Director's  
26 probationary terms as set forth in the Disciplinary Order below.

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1 **RESERVATION**

2 13. The admissions made by Respondent herein are only for the purposes of this  
3 proceeding, or any other proceedings in which the Director of the Department of Consumer  
4 Affairs, Bureau of Automotive Repair, or other professional licensing agency is involved, and  
5 shall not be admissible in any other criminal or civil proceeding.

6 **CONTINGENCY**

7 14. 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 or its counsel. By signing the stipulation, Respondent understands and agrees that  
12 they may not withdraw its agreement or seek to rescind the stipulation prior to the time the  
13 Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision  
14 and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except  
15 for this paragraph, it shall be inadmissible in any legal action between the parties, and the  
16 Director shall not be disqualified from further action by having considered this matter.

17 15. 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 16. 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 17. 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:

1 **DISCIPLINARY ORDER**

2 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 273956  
3 and Smog Check Station License No. RC 273956 issued to Respondent Simcat Enterprises, dba  
4 Lube N Go, Joseph R. Simonin are revoked. However, the revocation is stayed and Respondent's  
5 probation is contingent upon the successful completion of probation in Accusation Case and  
6 Stipulated Settlement No. 79/19-12286 as Exhibit B. The revocation is also stayed and  
7 Respondent is placed on probation for one (1) year on the following terms and conditions:

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

11 2. **Posting of Sign.** (Applicable only when actual suspension of a registration or station  
12 license is ordered): During the period of suspension, Respondent shall prominently post a sign or  
13 signs, provided by BAR, indicating the beginning and ending dates of the suspension and  
14 indicating the reason for the suspension. The sign or signs shall be conspicuously displayed in a  
15 location or locations open to and frequented by customers. The location(s) of the sign(s) shall be  
16 approved by BAR and shall remain posted during the entire period of actual suspension.

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

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

26 5. **Access to Examine Vehicles and Records.** Respondent shall provide BAR  
27 representatives unrestricted access to examine all vehicles (including parts) undergoing service,  
28 inspection, or repairs, up to and including the point of completion. Respondent shall also provide

1 BAR representatives unrestricted access to all records pursuant to BAR laws and regulations.

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

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

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

1           9.     **Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$3,836.25  
2 for the reasonable costs of the investigation and enforcement of case No. 79/23-9568. Respondent  
3 shall make such payment as follows: Five equal monthly payments in the amount of \$639.37  
4 and the sixth and final payment in the amount of \$639.40. Any agreement for a scheduled  
5 payment plan shall require full payment to be completed no later than six (6) months before  
6 probation terminates. Respondent shall make payment by check or money order payable to the  
7 Bureau of Automotive Repair and shall indicate on the check or money order that it is for cost  
8 recovery payment for case No. 79/23-9568. Any order for payment of cost recovery shall remain  
9 in effect whether or not probation is tolled. Probation shall not terminate until full cost recovery  
10 payment has been made. BAR reserves the right to pursue any other lawful measures in collecting  
11 on the costs ordered and past due, in addition to taking action based upon the violation of  
12 probation.

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

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


1 outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

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**ACCEPTANCE**

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Nicole Weil, Esq.. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration, and Smog Check 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: 07/31/2024

  
Joseph Simonin (Jul 31, 2024 08:03 PDT)

SIMCAT ENTERPRISES, DBA LUBE N GO,  
JOSEPH R. SIMONIN  
*Respondent*

I have read and fully discussed with Respondent Simcat Enterprises, dba Lube N Go, Joseph R. Simonin the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 08/04/2024

  
NICOLE WEIL, ESQ.  
*Attorney for 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: August 5, 2024

Respectfully submitted,

ROB BONTA  
Attorney General of California  
ARMANDO ZAMBRANO  
Supervising Deputy Attorney General



CHRISTINE J. LEE  
Deputy Attorney General  
*Attorneys for Complainant*

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