

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

STATE OF CALIFORNIA

In the Matter of the Accusation Against:

JOSEPH R. SIMONIN – PRESIDENT, SIMCAT ENTERPRISES dba LUBE N GO

1544 Spring Street

Paso Robles, CA 93446

Mailing Address:

2505 Theater Drive

Paso Robles, CA 93446

Automotive Repair Dealer Registration No. ARD 281267

Smog Check Station License No. RC 281267

and

JOSEPH R. SIMONIN – PRESIDENT, SIMCAT ENTERPRISES dba LUBE N GO

7095 El Camino Real

Atascadero, CA 93422

Mailing Address:

2505 Theater Drive

Paso Robles, CA 93446

Automotive Repair Dealer Registration No. ARD 279310

Smog Check Station License No. RC 279310

JOSEPH R. SIMONIN – PRESIDENT, SIMCAT ENTERPRISES dba LUBE N GO

286 Higuera St.

San Luis Obispo, CA 93401

Mailing Address:

2505 Theater Drive

Paso Robles, CA 93446

Automotive Repair Dealer Registration No. ARD 273956

Smog Check Station License No. RC 273956

JOSEPH R. SIMONIN – PRESIDENT, SIMCAT ENTERPRISES dba LUBE N GO

2505 Theater Drive, Suite A1

Paso Robles, CA 93446

Automotive Repair Dealer Registration No. ARD 229122

Smog Check Station License No. RC 229122

JEREMIAH LANGER

1544 Spring St.

Paso Robles, CA 93446

Smog Check Inspector No. EO 641661

and

DEREK IAN SMITH

280 S. Halcyon Rd.

Arroyo Grande, CA 93420

Smog Check Inspector No. EO 115207

Smog Check Repair Technician License No. EI 155207 (formerly Advanced Emission

Specialist Technician License No. EB 155207)

Respondents.

Case No. 79/19-12286

OAH No. 2020090153

DECISION

The attached Stipulated Settlement and Disciplinary Order as to Joseph R. Simonin, President, Simcat Enterprises dba Lube N Go 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 April 27, 2021.

DATED: Feb. 3, 2021 _____

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

1 XAVIER BECERRA
Attorney General of California
2 SHAWN P. COOK
Supervising Deputy Attorney General
3 ARTIN DEROHANIAN
Deputy Attorney General
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7 *Attorneys for Complainant*

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9 **BEFORE THE**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
12 **STATE OF CALIFORNIA**

13 In the Matter of the Accusation Against:

Case No. 79/19-12286

14 **JOSEPH R. SIMONIN-President,**
15 **SIMCAT ENTERPRISES DBA**
16 **LUBE N GO**
17 **1544 Spring Street**
Paso Robles, CA 93446
18 **MAILING ADDRESS**
2505 Theater Drive
19 **Paso Robles, CA 93446**
Automotive Repair Dealer Registration No.
20 **ARD 281267**
Smog Check Station License No. RC 281267

OAH No. 2020090153

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER regarding
Joseph R. Simonin, president Simcat
Enterprises dba Lube N Go

21 **JOSEPH R. SIMONIN-President,**
22 **SIMCAT ENTERPRISES DBA**
23 **LUBE N GO**
24 **7095 El Camino Real**
Atascadero, CA 93422
25 **MAILING ADDRESS**
2505 Theater Drive
26 **Paso Robles, CA 93446**
Automotive Repair Dealer Registration No.
27 **ARD 279310**
Smog Check Station License No. RC 279310

28 **JOSEPH R. SIMONIN-President,**
SIMCAT ENTERPRISES DBA
LUBE N GO
286 Higuera St.

1 **San Luis Obispo, CA 93401**
2 **MAILING ADDRESS**
3 **2505 Theater Dr.**
4 **Paso Robles, CA 93446**
5 **Automotive Repair Dealer Registration No.**
6 **ARD 273956**
7 **Smog Check Station License No. RC 273956**

8 **JOSEPH R. SIMONIN-President,**
9 **SIMCAT ENTERPRISES DBA**
10 **LUBE N GO**
11 **2505 Theater Drive Suite A1**
12 **Paso Robles, CA 93446**
13 **Automotive Repair Dealer Registration No.**
14 **ARD 229122**
15 **Smog Check Station License No. RC 229122**

16 **JEREMIAH LANGER**
17 **1544 Spring St.**
18 **Paso Robles, CA 93446**
19 **Smog Check Inspector License No.**
20 **EO 641661**

21 and

22 **DEREK IAN SMITH**
23 **280 S. Halcyon RD**
24 **Arroyo Grande, CA 93420**
25 **Smog Check Inspector License No. EO**
26 **155207**
27 **Smog Check Repair Technician License**
28 **Number EI 155207 (formerly Advanced**
Emission Specialist Technician License No.
EB 155207)

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 (Bureau). He brought this action solely in his official capacity and is represented in this matter by Xavier Becerra, Attorney General of the State of California, by Artin DerOhanian, Deputy Attorney General.

1 2. Respondent, Joseph R. Simonin (Respondent) president of Simcat Enterprises dba
2 Lube N Go is represented in this proceeding by attorney Michael B. Levin, whose address is:
3 3727 Camino del Rio South, Suite 200, San Diego, CA 92108.

4 3. On or about August 24, 2015, the Bureau issued Automotive Repair Dealer
5 Registration Number ARD 281267 to Joseph R. Simonin-President, Simcat Enterprises dba Lube
6 N Go ("Respondent Lube N Go No. 1"). The Automotive Repair Dealer Registration was in full
7 force and effect at all times relevant to the charges brought herein and will expire on August
8 31, 2021, unless renewed.

9 4. On or about September 11, 2015, the Bureau issued Smog Check Station License
10 Number RC 281267 to Respondent Lube N Go No. 1. The Smog Check Station License was in
11 full force and effect at all times relevant to the charges brought herein and will expire on
12 August 31, 2021, unless renewed.

13 5. On or about February 24, 2015, the Bureau of Automotive Repair issued Automotive
14 Repair Dealer Registration Number ARD 279310 to Joseph R. Simonin-President, Simcat
15 Enterprises dba Lube N Go ("Respondent Lube N Go No. 2"). The Automotive Repair Dealer
16 Registration was in full force and effect at all times relevant to the charges brought herein and will
17 expire on February 28, 2021, unless renewed.

18 6. On or about April 9, 2015, the Bureau issued Smog Check Station License Number
19 RC 279310 to Respondent Lube N Go No. 2. The Smog Check Station License was in full force
20 and effect at all times relevant to the charges brought herein and will expire on February 28,
21 2021, unless renewed.

22 7. On or about August 13, 2013, the Bureau issued Automotive Repair Dealer
23 Registration Number ARD 273956 to Joseph R. Simonin-President, Simcat Enterprises dba Lube
24 N Go ("Respondent Lube N Go No. 3"). The Automotive Repair Dealer Registration was in full
25 force and effect at all times relevant to the charges brought herein and will expire on August
26 31, 2021, unless renewed.

27 8. On or about October 10, 2013, the Bureau issued Smog Check Station License
28 Number RC 273956 to Respondent Lube N Go No. 3. The Smog Check Station License was in

1 full force and effect at all times relevant to the charges brought herein and will expire on August
2 31, 2021, unless renewed.

3 9. In 2003, the Bureau issued Automotive Repair Dealer Registration Number ARD
4 229122 to Joseph R. Simonin-President, Simcat Enterprises dba Lube N Go ("Respondent Lube
5 N Go No. 4"). The Automotive Repair Dealer Registration was in full force and effect at all
6 times relevant to the charges brought herein and will expire on August 31, 2021, unless renewed.

7 10. On or about November 12, 2003, the Bureau issued Smog Check Station License
8 Number RC 229122 to Respondent Lube N Go No. 4. The Smog Check Station License was in
9 full force and effect at all times relevant to the charges brought herein and will expire on August
10 31, 2021, unless renewed.

11 JURISDICTION

12 11. Accusation No. 79/19-12286 was filed before the Director of the Department of
13 Consumer Affairs (Bureau), for the Bureau of Automotive Repair, and is currently pending
14 against Respondent. The Accusation and all other statutorily required documents were properly
15 served on Respondent on February 20, 2020. Respondent timely filed its Notice of Defense
16 contesting the Accusation.

17 12. A copy of Accusation No. 79/19-12286 is attached as exhibit A and incorporated
18 herein by reference.

19 ADVISEMENT AND WAIVERS

20 13. Respondent has carefully read, fully discussed with counsel, and understands the
21 charges and allegations in Accusation No. 79/19-12286. Respondent has also carefully read, fully
22 discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary
23 Order.

24 14. Respondent is fully aware of its 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 the witnesses against them; the right to present evidence and to testify on its own behalf; the right
27 to the issuance of subpoenas to compel the attendance of witnesses and the production of
28

1 documents; the right to reconsideration and court review of an adverse decision; and all other
2 rights accorded by the California Administrative Procedure Act and other applicable laws.

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

5 **CULPABILITY**

6 16. Respondent understands and agrees that the charges and allegations in Accusation
7 No. 79/19-12286, if proven at a hearing, constitute cause for imposing discipline upon its
8 Automotive Repair Dealer Registrations, as well as for its Smog Check Station Licenses.

9 17. For the purpose of resolving the Accusation without the expense and uncertainty of
10 further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual
11 basis for the charges in the Accusation, and that Respondent hereby gives up its right to contest
12 those charges.

13 18. Respondent agrees that its Automotive Repair Dealer Registrations and Smog Check
14 Station Licenses are subject to discipline and they agree to be bound by the Director's
15 probationary terms as set forth in the Disciplinary Order below.

16 **CIRCUMSTANCES IN MITIGATION**

17 19. Respondent Simonin, on behalf of Simcat Enterprises dba Lube No Go, denies having
18 any knowledge of alleged illegal activities at the Respondent Lube N Go No. 1 location and the
19 Respondent Lube N Go No. 3 location; however, Respondent accepts responsibility for
20 compliance with applicable statutes and regulations applicable to Respondent's shops.

21 **RESERVATION**

22 20. Any admissions made by Respondent herein, be they general or specific, express or
23 implied, are only for the purposes of this proceeding, or any other proceedings in which the
24 Director of the Department of Consumer Affairs, Bureau of Automotive Repair, or other
25 professional licensing agency is involved, and do not constitute admissions for any other purpose
26 or proceeding to which the Department of Consumer Affairs ("DCA") and/or Bureau of
27 Automotive Repair ("BAR") are not a party, including third party civil, criminal, or other
28 administrative proceedings.

1 **CONTINGENCY**

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

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

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

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

24 **DISCIPLINARY ORDER**

25 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 281267
26 and Smog Check Station License No. RC 281267 issued to Joseph R. Simonin-President, Simcat
27 Enterprises dba Lube N Go ("Respondent Lube N Go No. 1"), as well as Automotive Repair
28 Dealer Registration No. ARD 273956 and Smog Check Station License No. RC 273956 issued to

1 Joseph R. Simonin-President, Simcat Enterprises dba Lube N Go (“Respondent Lube N Go No.
2 3”) are all revoked. However, these revocation are stayed and Respondent Lube N Go No. 1 and
3 Respondent Lube N Go No. 3 are placed on probation for five (5) years on the following terms
4 and conditions:

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

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

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

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

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

27 6. **Tolling of Probation.** If, during probation, Respondent leaves the jurisdiction of
28 California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction

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

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

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

26 9. **Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$7,630.43
27 for the reasonable costs of the investigation and enforcement of case No. 79/19-12286.
28 Respondent shall make such payment as follows: 53 monthly payments of \$142.00 each, and one

1 (1) final monthly payment of \$104.43. Any agreement for a scheduled payment plan shall require
2 full payment to be completed no later than six (6) months before probation terminates.

3 Respondent shall make payment by check or money order payable to the Bureau of Automotive
4 Repair and shall indicate on the check or money order that it is for cost recovery payment for case
5 No. 79/19-12286. Any order for payment of cost recovery shall remain in effect whether or not
6 probation is tolled. Probation shall not terminate until full cost recovery payment has been made.
7 BAR reserves the right to pursue any other lawful measures in collecting on the costs ordered and
8 past due, in addition to taking action based upon the violation of probation.

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

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

26 **12. Actual Suspension (ARD 281267).** Automotive Repair Dealer Registration No.
27 ARD 281267 issued to Joseph R. Simonin-President, Simcat Enterprises dba Lube N Go
28 ("Respondent Lube N Go No. 1") is suspended for fifteen (15) consecutive days beginning on the

1 effective date of the Decision and Order.

2 13. **Actual Suspension (RC 281267).** Check Station License No. RC 281267 issued to
3 Joseph R. Simonin-President, Simcat Enterprises dba Lube N Go ("Respondent Lube N Go No.
4 1") is suspended for fifteen (15) consecutive days beginning on the effective date of the Decision
5 and Order.

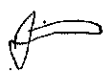
6 14. **Actual Suspension (ARD 273956).** Automotive Repair Dealer Registration No.
7 ARD 273956 issued to Joseph R. Simonin-President, Simcat Enterprises dba Lube N Go
8 ("Respondent Lube N Go No. 3") is suspended for fifteen (15) consecutive days beginning on the
9 effective date of the Decision and Order.

10 15. **Actual Suspension (RC 273956).** Check Station License No. RC 273956 issued to
11 Joseph R. Simonin-President, Simcat Enterprises dba Lube N Go ("Respondent Lube N Go No.
12 3") is suspended for fifteen (15) consecutive days beginning on the effective date of the Decision
13 and Order.

14 **ACCEPTANCE**

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

21
22 DATED: 1/12/2021



23 _____
24 JOSEPH R. SIMONIN – PRESIDENT, SIMCAT
25 ENTERPRISES DBA LUBE N GO,
26 *Respondent*

25 ///
26 ///
27 ///
28 ///

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

4 DATED: 1/12/2021

Michael B. Levin

5 MICHAEL LEVIN
6 Attorney for Respondent


7 **ENDORSEMENT**

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

10 DATED: January 14, 2021

11 Respectfully submitted,

12 XAVIER BECERRA
13 Attorney General of California
14 SHAWN P. COOK
15 Supervising Deputy Attorney General

16 
17 ARTIN DEROHANIAN
18 Deputy Attorney General
19 Attorneys for Complainant

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