

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

In the Matter of the Accusation Against:

MONTEREY AUTO-SERVICE, INC. dba YOUNGS AUTOMOTIVE INC.

MICHAEL JOHN TELLEZ, PRESIDENT; JOSE LUIS TELLEZ, SECRETARY & TREASURER

1117 F. Street

Los Banos, CA 93635

Automotive Repair Dealer Registration No. ARD 283219

Smog Check Station License No. RC 283219

Brake Station License No. BS 283219, Class C

Lamp Station License No. LS 283219, Class A

and

SERGIO CASTILLO

106 2nd Street

Los Banos, CA 93635

Smog Check Inspector License No. EO 153436

Smog Check Repair Technician License No. EI 153436

Brake Adjuster License No. BA 153436, Class C

Lamp Adjuster License No. LA 153436, Class A

Respondents.

Case No. 77/21-4475

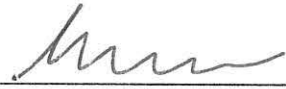
OAH No. 2022050873

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 May 18, 2023.

DATED: April 10, 2023



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
3 ANAHITA S. CRAWFORD
Deputy Attorney General
4 State Bar No. 209545
1300 I Street, Suite 125
5 P.O. Box 944255
Sacramento, CA 94244-2550
6 Telephone: (916) 210-6099
Facsimile: (916) 327-8643
7 *Attorneys for Complainant*

8
9 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

13
14 **MONTEREY AUTO SERVICE INC., DBA**
YOUNGS AUTOMOTIVE INC.
15 **MICHAEL JOHN TELLEZ, PRESIDENT**
JOSE LUIS TELLEZ, SECRETARY & TREASURER
16 1117 F. Street
Los Banos, CA 93635

17 **Automotive Repair Dealer Registration No. ARD**
283219
18 **Smog Check Station License No. RC 283219**
19 **Lamp Station License No. LS 283219, Class A**
Brake Station License No. BS 283219, Class C

20 and

21 **SERGIO CASTILLO**
22 106 2nd Street
Los Banos, CA 93635

23 **Smog Check Inspector License No. EO 153436**
24 **Smog Check Repair Technician License No. EI 153436**
Brake Adjuster License No. BA 153436, Class C
25 **Lamp Adjuster License No. LA 153436, Class A**

26 Respondents.

27 ///

Case No. 77/21-4475

OAH No. 2022050873

**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 Anahita S. Crawford, Deputy Attorney
7 General.

8 2. Respondents Monterey Auto Service Inc. dba Youngs Automotive Inc.; Michael John
9 Tellez, Pres, Jose Luis Tellez, Secretary, Treasurer and Sergio Castillo (Respondents) are
10 represented in this proceeding by attorney William Ferreira.

11 **Monterey Auto Service, dba Youngs Automotive Inc.**

12 3. On or about April 5, 2016, the Bureau issued Automotive Repair Dealer Registration
13 Number ARD 283219 to Monterey Auto Service Inc. doing business as Youngs Automotive Inc.
14 (Respondent Monterey Auto), with Michael John Tellez, as its President and Jose Luis Tellez, as
15 its Secretary and Treasurer. The Automotive Repair Dealer Registration was in full force and
16 effect at all times relevant to the charges brought in Accusation No. 77/21-4475 and will expire
17 on April 30, 2023, unless renewed.

18 4. On or about April 27, 2016, the Bureau issued Smog Check Station License Number
19 RC 283219 to Respondent Monterey. The Smog Check Station License was in full force and
20 effect at all times relevant to the charges brought in Accusation No. 77/21-4475 and will expire
21 on April 30, 2023, unless renewed.

22 5. On or about April 27, 2016, the Bureau issued Lamp Station License Number
23 LS 283219, Class A, to Respondent Monterey. The Lamp Station License was in full force and
24 effect at all times relevant to the charges brought in Accusation No. 77/21-4475 and will expire
25 on April 30, 2023, unless renewed.

26 6. On or about April 27, 2016, the Bureau issued Brake Station License Number BS
27 283219, Class C, to Respondent Monterey. The Brake Station License was in full force and
28

1 effect at all times relevant to the charges brought in Accusation No. 77/21-4475 and will expire
2 on April 30, 2023, unless renewed.

3 **Sergio Castillo**

4 7. On or about October 30, 2012, the Bureau issued Smog Check Inspector License
5 Number EO 153436 and Smog Check Repair Technician License Number EI 153436 to Sergio
6 Castillo (Respondent Castillo). The Smog Check Inspector License and Smog Check Repair
7 Technician Licenses were in full force and effect at all times relevant to the charges brought in
8 Accusation No. 77/21-4475 and will expire on November 30, 2024, unless renewed.

9 8. On or about January 1, 2007, the Bureau issued Brake Adjuster License Number
10 BA 153436, Class C, to Respondent Castillo. The Brake Adjuster License was in full force and
11 effect at all times relevant to the charges brought in Accusation No. 77/21-4475 and will expire
12 on November 30, 2023, unless renewed.

13 9. On or about January 1, 2007, the Bureau of Automotive Repair issued Lamp Adjuster
14 License Number LA 153436, Class A, to Respondent Castillo. The Lamp Adjuster License was
15 in full force and effect at all times relevant to the charges brought in Accusation No. 77/21-4475
16 and will expire on November 30, 2023, unless renewed.

17 **JURISDICTION**

18 10. Accusation No. 77/21-4475 was filed before the Director of the Department of
19 Consumer Affairs (Director), and is currently pending against Respondent. The Accusation and
20 all other statutorily required documents were properly served on Respondents on March 11, 2022.
21 Respondents timely filed their Notices of Defense contesting the Accusation.

22 11. A copy of Accusation No. 77/21-4475 is attached as exhibit A and incorporated
23 herein by reference.

24 **ADVISEMENT AND WAIVERS**

25 12. Respondents have carefully read, fully discussed with counsel, and understand the
26 charges and allegations in Accusation No. 77/21-4475. Respondents have also carefully read,
27 fully discussed with counsel, and understand the effects of this Stipulated Settlement and
28 Disciplinary Order.

1 13. Respondents are fully aware of their legal rights in this matter, including the right to a
2 hearing on the charges and allegations in the Accusation; the right to confront and cross-examine
3 the witnesses against them; the right to present evidence and to testify on its own behalf; the right
4 to the issuance of subpoenas to compel the attendance of witnesses and the production of
5 documents; the right to reconsideration and court review of an adverse decision; and all other
6 rights accorded by the California Administrative Procedure Act and other applicable laws.

7 14. Respondents each voluntarily, knowingly, and intelligently waive and give up each
8 and every right set forth above.

9 **CULPABILITY**

10 15. Respondents each admit the truth of each and every charge and allegation in
11 Accusation No. 77/21-4475.

12 16. Respondent Monterey Auto agrees that its Automotive Repair Dealer Registration,
13 Smog Check Station License, Lamp Station License and Brake Station License are subject to
14 discipline.

15 17. Respondent Castillo agrees that his Smog Check Inspector License, Smog Check
16 Repair Technician License, Brake Adjuster License and Lamp Adjuster License are subject to
17 discipline.

18 18. Respondents agree to be bound by the Director's probationary terms as set forth in the
19 Disciplinary Order below.

20 **CONTINGENCY**

21 19. This stipulation shall be subject to approval by the Director or the Director's designee.
22 Respondents understand and agree that counsel for Complainant and the staff of the Bureau of
23 Automotive Repair may communicate directly with the Director and staff of the Department of
24 Consumer Affairs regarding this stipulation and settlement, without notice to or participation by
25 Respondents and their counsel. By signing the stipulation, Respondents each understand and
26 agree that they may not withdraw their agreement or seek to rescind the stipulation prior to the
27 time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the
28 Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or

1 effect, except for this paragraph, it shall be inadmissible in any legal action between the parties,
2 and the Director shall not be disqualified from further action by having considered this matter.

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

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

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

15 **DISCIPLINARY ORDER**

16 The Bureau has reviewed the facts related to this case and determined that pursuant to
17 California Code of Regulations, Section 3392.5.1(a), the final status of Accusation No. 77/21-
18 4475 shall not be cause for invalidation of the STAR Certification for smog check station RC
19 283219.

20 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration Number ARD
21 283219, Smog Check Station License Number RC 283219, Lamp Station License Number
22 LS 283219, Class A, and Brake Station License Number BS 283219, Class C, issued to
23 Respondent Monterey Auto Service Inc. dba Youngs Automotive Inc.; Michael John Tellez, Pres,
24 Jose Luis Tellez, Secretary, Treasurer are revoked.

25 IT IS FURTHER ORDERED that Smog Check Inspector License Number EO 153436 and
26 Smog Check Repair Technician License Number EI 153436, Brake Adjuster License Number
27 BA 153436, and Lamp Adjuster License Number LA 153436, Class A, issued to Sergio Castillo
28 are revoked.

1 However, the revocation of Respondents' licenses are stayed and Respondents are each
2 placed on probation for three (3) years on the following terms and conditions:

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

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

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

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

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

26 6. **Tolling of Probation.** If, during probation, Respondents leave the jurisdiction of
27 California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction
28 of California, Respondents shall notify BAR in writing within 10 days of the dates of departure

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

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

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

26 **9. Cost Recovery.** Respondent Monterey Auto shall pay the Bureau of Automotive
27 Repair \$7,249.50 , and Respondent Castillo shall pay the Bureau of Automotive Repair \$3,186.75
28 for the reasonable costs of the investigation and enforcement of case No. 77/21-4475.

1 Respondents shall make such payment as directed by the Bureau of Automotive Repair. Any
2 agreement for a scheduled payment plan shall require full payment to be completed no later than
3 six (6) months before probation terminates. Respondents shall make payment by check or money
4 order payable to the Bureau of Automotive Repair and shall indicate on the check or money order
5 that it is for cost recovery payment for case No. 77/21-4475. Any order for payment of cost
6 recovery shall remain in effect whether or not probation is tolled. Probation shall not terminate
7 until full cost recovery payment has been made. BAR reserves the right to pursue any other
8 lawful measures in collecting on the costs ordered and past due, in addition to taking action based
9 upon the violation of probation.

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

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

28 ///

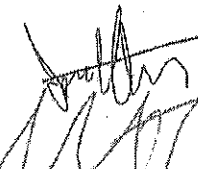
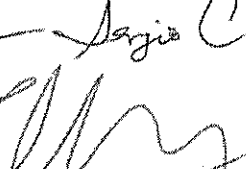
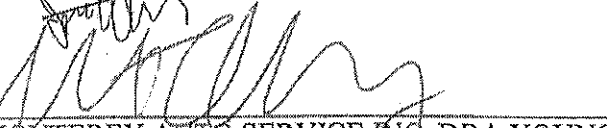
12. **Actual Suspension.** Automotive Repair Dealer Registration Number ARD 283219, Smog Check Station License Number RC 283219, Lamp Station License Number LS 283219, Class A, and Brake Station License Number BS 283219, Class C, issued to Respondent Monterey Auto Service Inc. dba Youngs Automotive Inc.; Michael John Tellez, Pres, Jose Luis Tellez, Secretary, Treasurer are suspended for 5 consecutive days beginning on the effective date of the Decision and Order.

Smog Check Inspector License Number EO 153436 and Smog Check Repair Technician License Number EI 153436, Brake Adjuster License Number BA 153436, and Lamp Adjuster License Number LA 153436, Class A, issued to Sergio Castillo are suspended for 5 consecutive days beginning on the effective date of the Decision and Order.

ACCEPTANCE

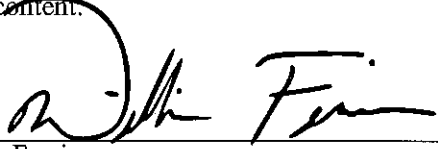
We have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with our attorney, William Ferriera. We understand the stipulation and the effect it will have on Automotive Repair Dealer Registration Number ARD 283219, Smog Check Station License Number RC 283219, Lamp Station License Number LS 283219, Class A, and Brake Station License Number BS 283219, Class C, issued to Respondent Monterey Auto Service Inc. dba Youngs Automotive Inc.; Michael John Tellez, Pres, Jose Luis Tellez, Secretary, Treasurer, and the effect the stipulation will have on Smog Check Inspector License Number EO 153436 and Smog Check Repair Technician License Number EI 153436, Brake Adjuster License Number BA 153436, and Lamp Adjuster License Number LA 153436, Class A, issued to Sergio Castillo. We 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: 2-20-23




MONTEREY AUTO SERVICE INC. DBA YOUNGS
AUTOMOTIVE INC.; MICHAEL JOHN TELLEZ,
PRES, JOSE LUIS TELLEZ, SECRETARY,
TREASURER; SERGIO CASTILLO
Respondent

1
2 I have read and fully discussed with Respondent Monterey Auto Service Inc. dba Youngs
3 Automotive Inc.; Michael John Tellez, Pres, Jose Luis Tellez, Secretary, Treasurer and Sergio
4 Castillo the terms and conditions and other matters contained in the above Stipulated Settlement
5 and Disciplinary Order. I approve its form and content.

6
7 DATED: _____


8 William Ferriera
9 Attorney for Respondents

10
11 **ENDORSEMENT**

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

14 DATED: 2/21/2023

15 Respectfully submitted,

16 ROB BONTA
17 Attorney General of California
18 ANDREW M. STEINHEIMER
19 Supervising Deputy Attorney General


20 ANAHITA S. CRAWFORD
21 Deputy Attorney General
22 Attorneys for Complainant

23
24 SA2021303514
25 36649795_2.docx
26
27
28

Exhibit A

Accusation No. 77/21-4475