

**BEFORE THE DIRECTOR OF THE
DEPARTMENT OF CONSUMER AFFAIRS**

BUREAU OF AUTOMOTIVE REPAIR

STATE OF CALIFORNIA

In the Matter of Accusation Against:

QUI AUTO REPAIR INC.,

KENNY PHOUOC NGUYEN PRES./SEC./TREASURER

3755 Foothill Blvd.

Oakland, CA 94601

Automotive Repair Dealer Registration No. ARD 284781

Smog Check Station License No. RC 284781

Brake Station License No. BS 284781, Class C

Lamp Station License No. LS 284781, Class A

and

KENNY PHUOC NGUYEN

2052 E. 19th St. Unit B

Oakland, CA 94606

Mailing Address:

1825 14th Ave.

Oakland, CA 94606

Smog Check Inspector No. EO 135340

Smog Check Repair Technician License No. EI 135340

Brake Adjuster License No. BA 135340, Class C

Lamp Adjuster License No. LA 135340, Class A

Respondents.

Case No. 77/19-3411

OAH No. 2020030808

DECISION

The attached Stipulated Settlement and Disciplinary Order 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 November 24, 2020.

DATED: Oct 14, 2020

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

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Attorney General of California
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Supervising Deputy Attorney General
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9 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**
12

13 In the Matter of the Accusation Against:

14 **QUI AUTO REPAIR INC.**
15 **3755 Foothill Blvd.**
Oakland, CA 94601
16 **KENNY PHUOC NGUYEN Pres./Sec./Treasurer**

17 **Automotive Repair Dealer Reg. No.: ARD 284781**
Brake Station License No.: BS 284781, Class C
18 **Lamp Station License No.: LS 284781, Class A**
19 **Smog Check Station License No.: RC 284781**

20 **And**

21 **KENNY PHUOC NGUYEN**
2052 E. 19th St. Unit B
Oakland, CA 94606

22 **Mailing address:**
23 **1825 14th Ave.**
Oakland, CA 94606

24 **Brake Adjuster License No.: BA 135340, Class C**
25 **Lamp Adjuster License No.: LA 135340, Class A**
26 **Smog Check Inspector License No.: EO 135340**
Smog Check Repair Technician License No.: EI 135340

27 Respondents.
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Case No. 77/19-3411

OAH No. 2020030808

**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 Xavier Becerra, Attorney General of the State of California, by Joshua D. Johnson, Deputy
7 Attorney General.

8 2. Respondent Qui Auto Repair, Inc.; Kenny Phuoc Nguyen, President/Secretary/
9 Treasurer (Respondent Qui Auto Repair) and Respondent Kenny Phuoc Nguyen (Respondent
10 Nguyen) are represented in this proceeding by attorney William D. Ferreira, whose address is:
11 580 California Street, Suite 1200, San Francisco, CA 94104

12 **Automotive Repair Dealer Registration**

13 3. On or about September 6, 2016, the Bureau issued Automotive Repair Dealer
14 Registration Number ARD 284781 (ARD Registration) to Respondent Qui Auto Repair. The
15 ARD Registration was in full force and effect at all times relevant to the charges brought in
16 Accusation No. 77/19-3411 and will expire on September 30, 2020, unless renewed.

17 **Smog Check Station License**

18 4. On or about October 4, 2016, the Bureau issued Smog Check Station License Number
19 RC 284781 to Respondent Qui Auto Repair. The Smog Check Station License was in full force
20 and effect at all times relevant to the charges brought in Accusation No. 77/19-3411 and will
21 expire on September 30, 2020, unless renewed.

22 **Lamp Station License**

23 5. On or about October 4, 2016, the Bureau issued Lamp Station License Number LS
24 284781, Class A, to Respondent Qui Auto Repair. The Lamp Station License was in full force
25 and effect at all times relevant to the charges brought in Accusation No. 77/19-3411 and will
26 expire on September 30, 2020, unless renewed.

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1 **JURISDICTION**

2 10. Accusation No. 77/19-3411 was filed before the Director and is currently pending
3 against Respondents. The Accusation and all other statutorily required documents were properly
4 served on Respondents on January 16, 2020. Respondents timely filed their Notice of Defense
5 contesting the Accusation.

6 11. A copy of Accusation No. 77/19-3411 is attached as exhibit A and incorporated
7 herein by reference.

8 **ADVISEMENT AND WAIVERS**

9 12. Respondents have carefully read, fully discussed with counsel, and understand the
10 charges and allegations in Accusation No. 77/19-3411. Respondents have also carefully read,
11 fully discussed with counsel, and understand the effects of this Stipulated Settlement and
12 Disciplinary Order.

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

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

21 **CULPABILITY**

22 15. Respondents admit the truth of each and every charge and allegation in Accusation
23 No. 77/19-3411.

24 16. Respondent Qui Auto Repair agrees that its Automotive Repair Dealer Registration,
25 Smog Check Station License, Lamp Station License and Brake Station License are subject to
26 discipline and it agrees to be bound by the Director's probationary terms as set forth in the
27 Disciplinary Order below.
28

17. Respondent Nguyen agrees that his Smog Check Inspector License, Brake Adjuster License and Lamp Adjuster License are subject to discipline and he agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

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

19. 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.

20. 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.

21. 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:

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DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 284781, and Smog Check Station License No. RC 284781, and Lamp Station License No. LS 284781 issued to Respondent Qui Auto Repair, and Smog Check Inspector License No.: EO 135340, Brake Adjuster License No.: BA 135340, and Lamp Adjuster License No.: LA 135340, issued to Respondent Nguyen, are revoked. However, the revocations are stayed and Respondent Qui Auto Repair and Respondent Nguyen are placed on probation for five (5) years on the following terms and conditions:

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

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

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

5. **Access to Examine Vehicles and Records.** Respondents shall provide BAR representatives unrestricted access to examine all vehicles (including parts) undergoing service,

1 inspection, or repairs, up to and including the point of completion. Respondents shall also provide
2 BAR representatives unrestricted access to all records pursuant to BAR laws and regulations.

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

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

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

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

4 9. **Cost Recovery.** Respondent Qui Auto Repair and Respondent Nguyen shall jointly
5 and severally pay the Bureau of Automotive Repair \$7,308.00 for the reasonable costs of the
6 investigation and enforcement of case No. 77/19-3411. Respondents shall make such payment in
7 36 equal monthly installments of \$203.00 beginning on the effective date of the decision.
8 Respondents shall make payment by check or money order payable to the Bureau of Automotive
9 Repair and shall indicate on the check or money order that it is for cost recovery payment for case
10 No. 77/19-3411. Any order for payment of cost recovery shall remain in effect whether or not
11 probation is tolled. Probation shall not terminate until full cost recovery payment has been made.
12 BAR reserves the right to pursue any other lawful measures in collecting on the costs ordered and
13 past due, in addition to taking action based upon the violation of probation.

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

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

Respondent must meet all current requirements for registration or licensure and pay all outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

12. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 284781, Brake Station License No. BS 284781, Lamp Station License No. LS 284781, and Smog Check Station License No. RC 284781 issued to Respondent Qui Auto Repair, and Smog Check Inspector License No.: EO 135340, Brake Adjuster License No.: BA 135340, and Lamp Adjuster License No.: LA 135340, issued to Respondent Nguyen, are suspended for 10 consecutive days beginning on the effective date of the Decision and Order.

13. **Renewal of Expired Licenses.** If Respondent Nguyen renews Lamp Adjuster License No. LA 135340 and/or Brake Adjuster License BA 135340 within one year from the effective date of the Decision and Order, the license shall be on probation for the period specified in the order, beginning on effective date of Decision and Order. Should Respondent Nguyen fail to successfully renew Lamp Adjuster License No. LA 135340 and/or Brake Adjuster License BA 135340 within one year from the effective date of the Decision and Order, the stay of revocation of those licenses shall be vacated and the licenses revoked pursuant to Term #11 above.

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ACCEPTANCE

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

DATED: September 22, 2020

Signed Copy on File

QUI AUTO REPAIR, INC.; KENNY PHUOC
NGUYEN, PRESIDENT/SECRETARY/TREASURER
Respondent

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, William D. Ferreira. I understand the stipulation and the effect it will have on my Smog Check Inspector 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 Consumer Affairs.

DATED: September 22, 2020

Signature on File

KENNY PHOC NGUYEN
Respondent

1 I have read and fully discussed with Respondent Kenny Phuoc Nguyen and Respondent Qui
2 Auto Repair, Inc. the terms and conditions and other matters contained in the above Stipulated
3 Settlement and Disciplinary Order. I approve its form and content.

4 DATED: September 22, 2020

Signed Copy on File
WILLIAM D. FERREIRA
Attorney for Respondents

6
7 **ENDORSEMENT**

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

10 DATED: September 22, 2020

Respectfully submitted,

11
12 XAVIER BECERRA
Attorney General of California
13 CHAR SACHSON
Supervising Deputy Attorney General

14 

15 JOSHUA D. JOHNSON
16 Deputy Attorney General
17 *Attorneys for Complainant*

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