

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

In the Matter of the Accusation Against:

**MATEO SAUCEDA LUQUE, dba I.V. SMOG CHECK**

477 Cesar Chavez Blvd. #1-2

Calexico, CA 92231

Automotive Repair Dealer Registration No. ARD 294501

Smog Check Station License No. RC 294501

Brake Station License No. BS 294501 Class C

Lamp Station License No. LS 294501, Class A

and

**MATEO SAUCEDA LUQUE**

233 Hernandez Street

Calexico, CA 92231

Smog Check Inspector License No. EO 640171

Smog Check Repair Technician License No. EI 640171

Brake Adjuster License No. BA 640171, Class C

Lamp Adjuster License No. LA 640171, Class A

Respondents.

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Case No. 79/21-1781

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 April 12, 2022.

DATED: March 7, 2022   
GRACE ARUPO RODRIGUEZ  
Assistant Deputy Director  
Legal Affairs Division  
Department of Consumer Affairs

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

14 In the Matter of the Accusation Against:

Case No. 79/21-1781

15 **MATEO SAUCEDA LUQUE, DBA I.V.**  
**SMOG CHECK**  
477 Cesar Chavez Blvd #1-2  
Calexico, CA 92231

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

16 **Automotive Repair Dealer Registration No.**  
**ARD 294501**  
17 **Smog Check Station License No. RC 294501**  
18 **Lamp Station License No. LS 294501**  
**Class A**  
19 **Brake Station License No. BS 294501**  
**Class C**

20 and

21 **MATEO SAUCEDA LUQUE**  
22 **233 Hernandez Street**  
**Calexico, CA 92231**

23 **Smog Check Inspector License No. EO**  
24 **640171**  
**Smog Check Repair Technician License No.**  
25 **EI 640171**  
**Brake Adjuster License No. BA 640171**  
26 **Class C**  
**Lamp Adjuster License No. LA 640171**  
27 **Class A**

28 Respondent.

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 Michael M. Karimi, Deputy Attorney  
7 General.

8 2. Respondent Mateo Saucedo Luque (Respondent) is representing himself in this  
9 proceeding and has chosen not to exercise his right to be represented by counsel.

10 3. On or about June 4, 2019, the Bureau issued Automotive Repair Dealer Registration  
11 Number ARD 294501 to Mateo Saucedo Luque, dba I.V. Smog Check. The Automotive Repair  
12 Dealer Registration was in full force and effect at all times relevant to the charges brought herein  
13 and will expire on June 30, 2022, unless renewed.

14 4. On or about June 19, 2019, the Bureau issued Smog Check Station License Number  
15 RC 294501 to Mateo Saucedo Luque, dba I.V. Smog Check. The Smog Check Station License  
16 was in full force and effect at all times relevant to the charges brought herein and will expire on  
17 June 30, 2022, unless renewed.

18 5. On or about February 28, 2020, the Bureau issued Lamp Station License Number LS  
19 294501 Class A to Mateo Saucedo Luque, dba I.V. Smog Check. The Lamp Station License was  
20 in full force and effect at all times relevant to the charges brought herein and will expire on June  
21 30, 2022, unless renewed.

22 6. On or about February 28, 2020, the Bureau issued Brake Station License Number BS  
23 294501 Class C to Mateo Saucedo Luque, dba I.V. Smog Check. The Brake Station License was  
24 in full force and effect at all times relevant to the charges brought herein and will expire on June  
25 30, 2022, unless renewed.

26 7. On or about April 3, 2017, the Bureau issued Smog Check Inspector License Number  
27 EO 640171 to Mateo Saucedo Luque. The Smog Check Inspector License was in full force and  
28 effect at all times relevant to the charges brought herein and will expire on November 30, 2022,

1 unless renewed.

2 8. On or about November 15, 2018, the Bureau issued Smog Check Repair Technician  
3 License Number EI 640171 to Mateo Saucedo Luque. The Smog Check Repair Technician  
4 License was in full force and effect at all times relevant to the charges brought herein and will  
5 expire on November 30, 2022, unless renewed.

6 9. On or about February 25, 2020, the Bureau issued Brake Adjuster License Number  
7 BA 640171 Class C to Mateo Saucedo Luque. The Brake Adjuster License was in full force and  
8 effect at all times relevant to the charges brought herein and will expire on November 30, 2022,  
9 unless renewed.

10 10. On or about February 26, 2020, the Bureau issued Lamp Adjuster License Number  
11 LA 640171 Class A to Mateo Saucedo Luque, dba I.V. Smog Check. The Lamp Adjuster License  
12 was in full force and effect at all times relevant to the charges brought herein and will expire on  
13 November 30, 2023, unless renewed.

#### 14 **JURISDICTION**

15 11. Accusation No. 79/21-1781 was filed before the Director of the Department of  
16 Consumer Affairs (Director), and is currently pending against Respondent. The Accusation and  
17 all other statutorily required documents were properly served on Respondent on December 1,  
18 2021. Respondent timely filed his Notice of Defense contesting the Accusation.

19 12. A copy of Accusation No. 79/21-1781 is attached as exhibit A and incorporated  
20 herein by reference.

#### 21 **ADVISEMENT AND WAIVERS**

22 13. Respondent has carefully read, and understands the charges and allegations in  
23 Accusation No. 79/21-1781. Respondent has also carefully read, and understands the effects of  
24 this Stipulated Settlement and Disciplinary Order.

25 14. Respondent is fully aware of his legal rights in this matter, including the right to a  
26 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at  
27 his own expense; the right to confront and cross-examine the witnesses against him; the right to  
28 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel

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

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

#### 6 **CULPABILITY**

7 16. Respondent admits the truth of each and every charge and allegation in Accusation  
8 No. 79/21-1781.

9 17. Respondent agrees that his Automotive Repair Dealer Registration, Smog Check  
10 Station License, Lamp Station License, Brake Station License, Smog Check Inspector License,  
11 Smog Check Repair Technician License, Brake Adjuster License, and Lamp Adjuster License,  
12 are subject to discipline and he agrees to be bound by the Director's probationary terms as set  
13 forth in the Disciplinary Order below.

#### 14 **CONTINGENCY**

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

25 19. The parties understand and agree that Portable Document Format (PDF) and facsimile  
26 copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile  
27 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:

## DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 294501, Smog Check Station License No. RC 294501, Lamp Station License No. LS 294501 Class A, and Brake Station License No. BS 294501 Class C, issued to Respondent Mateo Saucedo Luque, dba I.V. Smog Check, and Smog Check Inspector License No. EO 640171, Smog Check Repair Technician License No. EI 640171, Brake Adjuster License No. BA 640171 Class C, and Lamp Adjuster License No. LA 640171 Class A, issued to Respondent Mateo Saucedo Luque, are revoked. However, the revocation as to each is stayed and Respondent is placed on probation for five (5) years on the following terms and conditions:

1. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 294501, Smog Check Station License No. RC 294501, Lamp Station License No. LS 294501 Class A, and Brake Station License No. BS 294501 Class C, issued to Respondent Mateo Saucedo Luque, dba I.V. Smog Check, and Smog Check Inspector License No. EO 640171, Smog Check Repair Technician License No. EI 640171, Brake Adjuster License No. BA 640171 Class C, and Lamp Adjuster License No. LA 640171 Class A, issued to Respondent Mateo Saucedo Luque, are all suspended for fifteen (15) consecutive days beginning on the effective date of the Decision and Order.

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

1 by Respondent.

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

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

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

16 6. **Access to Examine Vehicles and Records.** Respondent shall provide BAR  
17 representatives unrestricted access to examine all vehicles (including parts) undergoing service,  
18 inspection, or repairs, up to and including the point of completion. Respondent shall also provide  
19 BAR representatives unrestricted access to all records pursuant to BAR laws and regulations.

20 7. **Tolling of Probation.** If, during probation, Respondent leaves the jurisdiction of  
21 California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction  
22 of California, Respondent shall notify BAR in writing within 10 days of the dates of departure  
23 and return, and of the dates of cessation and resumption of business in California. All provisions  
24 of probation other than cost reimbursement requirements, restitution requirements, training  
25 requirements, and that Respondent obey all laws, shall be held in abeyance during any period of  
26 time of 30 days or more in which Respondent is not residing or engaging in business within the  
27 jurisdiction of California. All provisions of probation shall recommence on the effective date of  
28 resumption of business in California. Any period of time of 30 days or more in which Respondent



1 is not residing or engaging in business within the jurisdiction of California shall not apply to the  
2 reduction of this probationary period or to any period of actual suspension not previously  
3 completed. Tolling is not available if business or work relevant to the probationary license or  
4 registration is conducted or performed during the tolling period.

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

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

19       **10. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$8,919.36  
20 for the reasonable costs of the investigation and enforcement of case No. 79/21-1781.  
21 Respondent shall complete payment in 48 equal monthly installments in the amount of \$185.82,  
22 with the first payment due on the effective date of the decision and the last payment due no later  
23 than twelve (12) months before probation terminates. Respondent shall make payment by check  
24 or money order payable to the Bureau of Automotive Repair and shall indicate on the check or  
25 money order that it is for cost recovery payment for case No. 79/21-1781. Any order for payment  
26 of cost recovery shall remain in effect whether or not probation is tolled. Probation shall not  
27 terminate until full cost recovery payment has been made. BAR reserves the right to pursue any  
28 other lawful measures in collecting on the costs ordered and past due, in addition to taking action

1 based upon the violation of probation.

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

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

19       **13. Training Course**

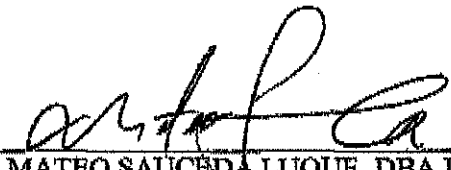
20       a) During the period of probation, Respondent shall attend and successfully complete a  
21 BAR-specified and -approved training course in inspection, diagnosis and/or repair of emission  
22 systems failures and engine performance, applicable to the class of license held by the  
23 Respondent. Respondent shall provide to the Bureau proof of enrollment in the course within 30  
24 days of the effective date of the decision, and proof of successful course completion within 180  
25 days of the effective date of the decision. Failure to provide proof of enrollment and/or successful  
26 course completion to the Bureau within the timeframes specified shall constitute a violation of  
27 probation, and Respondent shall be prohibited from issuing any certificate of compliance or  
28 noncompliance until such proof is received.

b) Within 60 days of the effective date of a decision, Respondent shall attend a Write It Right presentation provided by a Bureau Representative, at the location, date, and time determined by the Bureau.

#### ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration, Smog Check Station License, Lamp Station License, Brake Station License, 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: 1/28/22

  
MATEO SAUCEDO LUQUE, DBA I.V. SMOG  
CHECK  
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: February 8, 2022

Respectfully submitted,

ROB BONTA  
Attorney General of California  
GREGORY J. SALUTE  
Supervising Deputy Attorney General

  
MICHAEL M. KARIMI  
Deputy Attorney General  
Attorneys for Complainant

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