

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

In the Matter of Accusation Against:

SACRAMENTO'S BEST SMOG, LLC. dba SACRAMENTO'S BEST SMOG, LAI SIN SAEPHAN,
MEMBER

6418 Martin Luther King Blvd.

Sacramento, CA 92823

Automotive Repair Dealer Registration No. ARD 294576

Smog Check Station License No. RC 294576

and

LAI SIN SAEPHAN

6418 Martin Luther King Blvd.

Sacramento, CA 92823

Smog Check Inspector License No. EO 148384

Smog Check Repair Technician License No. EI 148384

Respondents.

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Case No. 79/24-12262

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 December 23, 2025.

IT IS SO ORDERED November 17, 2025.

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

12 In the Matter of the Accusation Against:

Case No. 79/24-12262

13 **SACRAMENTO'S BEST SMOG, LLC**
14 **DBA Sacramento's Best Smog,**
LAI SIN SAEPHAN, MEMBER
15 6418 Martin Luther King Blvd
Sacramento, CA 95823

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

16 **Automotive Repair Dealer Registration**
17 **No. ARD 294576**
Smog Check, Test, and Repair Station
18 **License No. RC 294576,**

19 **and**

20 **LAI SIN SAEPHAN**
6418 Martin Luther King Jr Blvd
Sacramento, CA 95823

21 **Smog Check Inspector License No.**
22 **EO 148384**
Smog Check Repair Technician License No.
23 **EI 148384**

24 Respondents.
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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 Sacramento's Best Smog and Lai Sin Saephan (Respondents) is
9 represented in this proceeding by attorney Jeff Kravitz whose address is: 1851 Heritage Lane,
10 Suite 128, Sacramento, Ca 95815.

11 **SACRAMENTO'S BEST SMOG**

12 **Automotive Repair Dealer Registration**

13 3. On or about June 11, 2019, the Bureau issued Automotive Repair Dealer Registration
14 Number ARD 294576 (registration) to Sacramento's Best Smog (Respondent Sacramento) with
15 Lai Sin Saephan (Respondent Saephan) as a member. The registration was in full force and effect
16 at all times relevant to the charges brought in Accusation No. 79/24-12262 and will expire on
17 June 30, 2026, unless renewed.

18 **Smog Check, Test and Repair, Station License**

19 4. On or about July 11, 2019, the Bureau issued Smog Check, Test and Repair, Station
20 License Number RC 294576 to Respondent Sacramento. The Smog Check, Test and Repair,
21 Station License was in full force and effect at all times relevant to the charges brought in
22 Accusation No. 79/24-12262 and will expire on June 30, 2026, unless renewed.

23 **LAI SIN SAEPHAN**

24 **Smog Check Inspector License**

25 5. On or about June 7, 2019, the issued Smog Check Inspector License Number EO
26 148384 to Respondent Saephan. The Smog Check Inspector License was in full force and effect
27 at all times relevant to the charges brought in Accusation No. 79/24-12262 and will expire on
28 June 30, 2027, unless renewed.

1 **Smog Check Repair Technician License**

2 6. On or about June 21, 2019, the Bureau issued Smog Check Repair Technician
3 License Number EI 148384 to Respondent Saephan. The Smog Check Repair Technician
4 License was in full force and effect at all times relevant to the charges brought in Accusation No.
5 79/24-12262 and will expire on June 30, 2027, unless renewed.

6 **JURISDICTION**

7 7. Accusation No. 79/24-12262 was filed before the Director of the Department of
8 Consumer Affairs (Director) and is currently pending against Respondents. The Accusation and
9 all other statutorily required documents were properly served on Respondents on July 10, 2025.
10 Respondents timely filed their Notice of Defense contesting the Accusation.

11 8. A copy of Accusation No. 79/24-12262 is attached as exhibit A and incorporated
12 herein by reference.

13 **ADVISEMENT AND WAIVERS**

14 9. Respondents have carefully read, fully discussed with counsel, and understands the
15 charges and allegations in Accusation No. 79/24-12262. Respondents have also carefully read,
16 fully discussed with counsel, and understand the effects of this Stipulated Settlement and
17 Disciplinary Order.

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

24 11. Respondents voluntarily, knowingly, and intelligently waives and gives up each and
25 every right set forth above.

26 **CULPABILITY**

27 12. Respondents understand and agree that the charges and allegations in Accusation No.
28 79/24-12262, if proven at a hearing, constitute cause for imposing discipline upon their

1 Automotive Repair Dealer Registration, Smog Check Test and Repair Station License, as well as
2 their Smog Check Inspector License and Smog Check Repair Technician License.

3 13. For the purpose of resolving the Accusation without the expense and uncertainty of
4 further proceedings, Respondents agree that, at a hearing, Complainant could establish a factual
5 basis for the charges in the Accusation, and that Respondents hereby give up their right to contest
6 those charges.

7 14. Respondents agree that their Automotive Repair Dealer Registration, Smog Check
8 Test and Repair Station License, as well as their Smog Check Inspector License and Smog Check
9 Repair Technician License are subject to discipline and agree to be bound by the Director's
10 probationary terms as set forth in the Disciplinary Order below.

11 CONTINGENCY

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

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

25 17. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
26 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
27 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
28 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.

18. 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 Number ARD 294576 and Smog Check Station License Number RC 294576 issued to Respondent Sacramento's Best Smog as well as Smog Check Inspector License Number EO 148384 Smog Check Repair Technician License Number EI 148384, issued to Lai Sin Saephan, are revoked. However, the revocations are stayed, and Respondents are placed on probation for three (3) 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.** (Applicable only when actual suspension of a registration or station license is ordered): 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

1 of any Respondent facility may have in any other business required to be registered pursuant to
2 Section 9884.6 of the Business and Professions Code.

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

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

20 **7. Violation of Probation.** If Respondents violate or fails to comply with the terms and
21 conditions of probation in any respect, the Director, after giving notice and opportunity to be
22 heard may set aside the stay order and carry out the disciplinary order provided in the decision.
23 Once Respondents are served notice of BAR's intent to set aside the stay, the Director shall
24 maintain jurisdiction, and the period of probation shall be extended until final resolution of the
25 matter.

26 **8. Maintain Valid License.** Respondents shall, at all times while on probation,
27 maintain a current and active registration and/or license(s) with BAR, including any period during
28 which suspension or probation is tolled. If Respondents' registration or license is expired at the

1 time the decision becomes effective, the registration or license must be renewed by Respondents
2 within 30 days of that date. If Respondents' registrations or licenses expires during a term of
3 probation, by operation of law or otherwise, then upon renewal Respondents' registration(s) or
4 license(s) shall be subject to any and all terms and conditions of probation not previously
5 satisfied. Failure to maintain a current and active registration(s) and/or license(s) during the
6 period of probation shall also constitute a violation of probation.

7 9. **Cost Recovery.** Respondents shall pay the Bureau of Automotive Repair \$6,436.04
8 for the reasonable costs of the investigation and enforcement of case No. 79/24-12262.
9 Respondents shall make thirty (30) consecutive equal monthly payments of \$214.53 beginning on
10 the effective date of this decision. Respondents shall make payment by check or money order
11 payable to the Bureau of Automotive Repair and shall indicate on the check or money order that it
12 is for cost recovery payment for case No. 79/24-12262. Any order for payment of cost recovery
13 shall remain in effect whether or not probation is tolled. Probation shall not terminate until full
14 cost recovery payment has been made. BAR reserves the right to pursue any other lawful
15 measures in collecting on the costs ordered and past due, in addition to taking action based upon
16 the violation of probation.

17 10. **Completion of Probation.** Upon successful completion of probation, Respondents'
18 affected registration(s) and/or license(s) will be fully restored or issued without restriction, if
19 Respondents meets all current requirements for registration or licensure and has paid all
20 outstanding fees, monetary penalties, or cost recovery owed to BAR.

21 11. **License Surrender.** Following the effective date of a decision that orders a stay of
22 invalidation or revocation, if Respondents ceases business operations or are otherwise unable to
23 satisfy the terms and conditions of probation, Respondents may request that the stay be vacated.
24 Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right
25 to evaluate the Respondents' request and to exercise discretion whether to grant the request or
26 take any other action deemed appropriate or reasonable under the circumstances. Upon formal
27 granting of the request, the Director will vacate the stay order and carry out the disciplinary order
28 provided in the decision. Respondents may not petition the Director for reinstatement of the

1 surrendered registration and/or license or apply for a new registration or license under the
2 jurisdiction of BAR at any time before the date of the originally scheduled completion of
3 probation. If Respondents apply to BAR for a registration or license at any time after that date,
4 Respondents must meet all current requirements for registration or licensure and pay all
5 outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

6 **ACCEPTANCE**

7 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
8 discussed it with my attorney, Jeff Kravitz. I understand the stipulation and the effect it will have
9 on my Automotive Repair Dealer Registration, Smog Check, Test, and Repair Station License as
10 well as my Smog Check Inspector License and Smog check Repair Technician License. I enter
11 into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently,
12 and agree to be bound by the Decision and Order of the Director of the Department of Consumer
13 Affairs.

14
15 DATED: 09/02/2025

Lai Saephan

Lai Saephan (Sep 2, 2025 22:05:06 PDT)

SACRAMENTO'S BEST SMOG AND LAI SIN
SAEPHAN
Respondents

18
19 I have read and fully discussed with Respondents Sacramento's Best Smog and Lai Sin
20 Saephan the terms and conditions and other matters contained in the above Stipulated Settlement
21 and Disciplinary Order. I approve its form and content.

22
23 DATED: 09/03/2025

Jeff Kravitz

JEFF KRAVITZ
Attorney for Respondents

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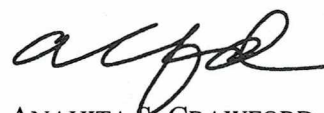
ENDORSEMENT

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

DATED: 10/03/2025

Respectfully submitted,

ROB BONTA
Attorney General of California
ANDREW M. STEINHEIMER
Supervising Deputy Attorney General



ANAHITA S. CRAWFORD
Deputy Attorney General
Attorneys for Complainant

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