

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

In the Matter of the Accusation Against:

**A1 AZUSA AUTO REPAIR INC. FERNANDO BENJAMIN MAGANA, PRESIDENT,**

**MAURO GALINDO, SECRETARY**

901 E. Gladstone Street

Azusa, CA 91702

Automotive Repair Dealer Registration No. ARD 295573

Smog Check Station License No. RC 295573

Brake Station License No. BS 295573, Class C

Lamp Station License No. LS 295573, Class A

and

**KERMIT PAUL WATKINS**

222 S. Norma Court

West Covina, CA 91791

Smog Check Inspector No. EO 305439

Smog Check Repair Technician License No. EI 305439

Brake Adjuster License No. 305439, Class C

Lamp Adjuster License No. 305439, Class A

Respondents.

Case No. 77/20-14695

OAH No. 2021080134

**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 February 2, 2022.

DATED: December 22, 2021

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

1 ROB BONTA  
Attorney General of California  
2 ARMANDO ZAMBRANO  
Supervising Deputy Attorney General  
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*Attorneys for Complainant*  
7

8 **BEFORE THE**  
9 **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 **A1 AZUSA AUTO REPAIR INC.**  
15 **FERNANDO BENJAMIN MAGANA,**  
16 **PRESIDENT, MAURO GALINDO,**  
17 **SECRETARY**  
18 **901 E. Gladstone Street**  
19 **Azusa, CA 91702**

Case No. 77/20-14695

OAH No. 2021080134

**STIPULATED SETTLEMENT AND  
DISCIPLINARY ORDER**

20 **Automotive Repair Dealer Registration No. ARD 295573**  
21 **Brake Station License, Class C, Lic. No. BS 295573**  
22 **Lamp Station License, Class A, Lic. No. LS 295573**  
23 **Smog Check Test and Repair No. RC 295573**

24 **and**

25 **KERMIT PAUL WATKINS**  
26 **222 S. Norma Court**  
27 **West Covina, CA 91791**

28 **Brake Adjuster Class C Lic. No. BA 305439**  
**Lamp adjuster License Class A Lic. No. LA 305439**  
**Smog Check Inspector License EO 305439**  
**Smog Check Repair Technician License No. EI 305439**

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 Rob Bonta, Attorney General of the State of California, by Christine J. Lee, Deputy Attorney General.

2. Respondent A1 Azusa Auto Repair Inc., dba A1 Azusa Auto Repair Inc., Fernando Magana, President, Mauro Galindo, Secretary (Respondent A1) is represented in this proceeding by attorney William Ferreira, whose address is: 580 California Street, Suite 1200, San Francisco, CA 94104.

3. On or about October 4, 2019, the Bureau issued Automotive Repair Dealer Registration No. ARD 295573 to A1 Azusa Auto Repair Inc., dba A1 Azusa Auto Repair Inc., Fernando Magana, President, Mauro Galindo, Secretary. The Automotive Repair Dealer Registration was in full force and effect at all times relevant to the charges brought in Accusation No. 77/20-14695, and will expire on October 31, 2022, unless renewed.

2. On or about February 27, 2020, the Bureau issued Smog Check Station License No. RC 295573 to A1 Azusa Auto Repair Inc., dba A1 Azusa Auto Repair Inc., Fernando Magana, President, Mauro Galindo, Secretary. The Smog Check Station License was in full force and effect at all times relevant to the charges brought in Accusation No. 77/20-14695, and will expire on October 31, 2022, unless renewed.

3. On or about February 11, 2020, the Bureau issued Lamp Station License No. LS 295573, class A to A1 Azusa Auto Repair Inc., dba A1 Azusa Auto Repair Inc., Fernando Magana, President, Mauro Galindo, Secretary. The Lamp Station License was in full force and

effect at all times relevant to the charges brought in Accusation No. 77/20-14695, and will expire on October 31, 2022, unless renewed.

4. On or about February 11, 2020, the Bureau of Automotive Repair issued Brake Station License Number BS 295573, class C to 1 Azusa Auto Repair Inc., dba A1 Azusa Auto Repair Inc., Fernando Magana, President, Mauro Galindo, Secretary (Respondent A1). The Brake Station License was in full force and effect at all times relevant to the charges brought herein and will expire on October 31, 2022, unless renewed.

5. On or about August 13, 2012, the Bureau of Automotive Repair issued Smog Check Inspector License Number EO 305439 to Kermit Paul Watkins (Respondent Watkins). The Smog Check Inspector License was in full force and effect at all times relevant to the charges brought herein and will expire on August 31, 2022, unless renewed.

6. On or about August 13, 2012, the Bureau of Automotive Repair issued Smog Check Repair Technician License Number EI 305439 to Kermit Paul Watkins. The Smog Check Repair Technician License was in full force and effect at all times relevant to the charges brought herein and expired on August 31, 2020.

7. On or about January 1, 2005, the Bureau of Automotive Repair issued Brake Adjuster License Number BA 305439, class C to Kermit Paul Watkins. The Brake Adjuster License was in full force and effect at all times relevant to the charges brought herein and will expire on August 31, 2022, unless renewed.

8. On or about January 1, 2005, the Bureau of Automotive Repair issued Lamp Adjuster License Number LA 305439, class A to Kermit Paul Watkins. The Lamp Adjuster License was in full force and effect at all times relevant to the charges brought herein and will expire on August 31, 2022, unless renewed.

#### **JURISDICTION**

9. Accusation No. 77/20-14695 was filed before the Director of the Department of Consumer Affairs (Director), and is currently pending against Respondents. The Accusation and all other statutorily required documents were properly served on Respondents on July 20, 2021. Respondents timely filed their Notices of Defense contesting the Accusation.

10. A copy of Accusation No. 77/20-14695 is attached as exhibit A and incorporated herein by reference.

## **ADVISEMENT AND WAIVERS**

11. Respondents have carefully read, fully discussed with counsel, and understand the charges and allegations in Accusation No. 77/20-14695. Respondents have also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

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

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

## CULPABILITY

14. Respondents admit the truth of each and every charge and allegation in Accusation No. 77/20-14695.

15. Respondents agree that their Automotive Repair Dealer Registration, Smog Check Station License, Brake and Lamp Station Licenses, and Smog Check Inspector, Smog Check Repair Technician, and Brake and Lamp Adjuster Licenses are subject to discipline and they agree to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

## CONTINGENCY

16. This stipulation shall be subject to approval by the Director 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

1 Respondents or their counsel. By signing the stipulation, Respondents understand and agree that  
2 they may not withdraw its agreement or seek to rescind the stipulation prior to the time the  
3 Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision  
4 and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except  
5 for this paragraph, it shall be inadmissible in any legal action between the parties, and the  
6 Director shall not be disqualified from further action by having considered this matter.

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

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

16 19. In consideration of the foregoing admissions and stipulations, the parties agree that  
17 the Director may, without further notice or formal proceeding, issue and enter the following  
18 Disciplinary Order:

19 **DISCIPLINARY ORDER**

20 IT IS HEREBY ORDERED that Lamp Station License No. LS 295573, class A and Brake  
21 Station License Number BS 295573 issued to Respondent A1 Azusa Auto Repair Inc., dba A1  
22 Azusa Auto Repair Inc., Fernando Magana, President, Mauro Galindo, Secretary are revoked.

23 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 295573  
24 issued, and Smog Check Station License No. RC 295573 issued to Respondent A1 Azusa Auto  
25 Repair Inc., dba A1 Azusa Auto Repair Inc., Fernando Magana, President, Mauro Galindo,  
26 Secretary are revoked. However, the revocations are stayed and Respondent is placed on  
27 probation for five (5) years on the following terms and conditions:

28 IT IS HEREBY ORDERED that Brake Adjuster License Number BA 305439, class C and

1 Lamp Adjuster License Number LA 305439, class A issued to Kermit Paul Watkins are revoked.

2 IT IS HEREBY ORDERED that Smog Check Inspector License Number EO 305439 and  
3 Smog Check Repair Technician License Number EI 305439 to Kermit Paul Watkins are revoked.  
4 However, the revocations are stayed and Respondent is placed on probation for five (5) years on  
5 the following terms and conditions:

6 1. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 295573 and  
7 Smog Check Station License Number RC 295573 issued to Respondent A1 Azusa Auto Repair  
8 Inc. are suspended for 7 consecutive days beginning on the effective date of the Decision and  
9 Order. Smog Check Inspector License Number EO 305439 and Smog Check Repair Technician  
10 License Number EI 305439 to Kermit Paul Watkins are suspended 7 consecutive days beginning  
11 on the effective date of the Decision and Order.

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

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

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

25 5. **Report Financial Interests.** Respondents shall, within 30 days of the effective date  
26 of the decision and within 30 days from the date of any request by BAR during the period of  
27 probation, report any financial interest which any Respondent or any partners, officers, or owners  
28

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       **6. 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. Respondent shall also provide  
6 BAR representatives unrestricted access to all records pursuant to BAR laws and regulations.

7       **7. 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       **8. Violation of Probation.** If Respondents violate or fail 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       **9. 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 licenses 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' registration or licenses expires during a term of  
3 probation, by operation of law or otherwise, then upon renewal Respondents' registration or  
4 licenses shall be subject to any and all terms and conditions of probation not previously satisfied.  
5 Failure to maintain a current and active registration and/or license during the period of probation  
6 shall also constitute a violation of probation.

7       **10. Cost Recovery.** Respondents shall pay the Bureau of Automotive Repair \$5,984.00  
8 for the reasonable costs of the investigation and enforcement of case No. 77/20-14695.  
9 Respondent A1 shall pay \$2,992.00 and Respondent Watkins shall pay \$2,992.00 on an approved  
10 payment schedule determined by the Bureau. Any agreement for a scheduled payment plan shall  
11 require full payment to be completed no later than six (6) months before probation terminates.  
12 Respondents shall make payment by check or money order payable to the Bureau of Automotive  
13 Repair and shall indicate on the check or money order that it is for cost recovery payment for case  
14 No. 77/20-14695. Any order for payment of cost recovery shall remain in effect whether or not  
15 probation is tolled. Probation shall not terminate until full cost recovery payment has been made.  
16 BAR reserves the right to pursue any other lawful measures in collecting on the costs ordered and  
17 past due, in addition to taking action based upon the violation of probation.

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

22       **12. License Surrender.** Following the effective date of a decision that orders a stay of  
23 invalidation or revocation, if Respondent ceases business operations or is otherwise unable to  
24 satisfy the terms and conditions of probation, Respondents may request that the stay be vacated.  
25 Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right  
26 to evaluate the Respondents' request and to exercise discretion whether to grant the request or  
27 take any other action deemed appropriate or reasonable under the circumstances. Upon formal  
28 granting of the request, the Director will vacate the stay order and carry out the disciplinary order

provided in the decision. Respondents may not petition the Director for reinstatement of the surrendered registration and/or license, or apply for a new registration or license under the jurisdiction of BAR at any time before the date of the originally scheduled completion of probation. If Respondents apply to BAR for a registration or license at any time after that date, Respondents 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.

**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, and Brake 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 the Department of Consumer Affairs.

DATED: November 29, 2021

Signed Copy on File

A1 AZUSA AUTO REPAIR INC., DBA A1 AZUSA  
AUTO REPAIR INC., FERNANDO MAGANA,  
PRESIDENT, MAURO GALINDO, SECRETARY  
*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, Smog Check Repair Technician, and Lamp and Brake 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: November 29, 2021

Signed Copy on File

KERMIT PAUL WATKINS  
*Respondent*

1 I have read and fully discussed with Respondents A1 Azusa Auto Repair Inc., dba A1  
2 Azusa Auto Repair Inc., Fernando Magana, President, Mauro Galindo, Secretary and Kermit Paul  
3 Watkins the terms and conditions and other matters contained in the above Stipulated Settlement  
4 and Disciplinary Order. I approve its form and content.

5  
6 DATED: November 29, 2021

Signed Copy on File

7 WILLIAM D. FERREIRA  
8 *Attorney for Respondents*

9  
10 **ENDORSEMENT**

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

13  
14 DATED: November 29, 2021

Respectfully submitted,

15 ROB BONTA  
16 Attorney General of California  
17 ARMANDO ZAMBRANO  
Supervising Deputy Attorney General

18 Signed Copy on File

19 CHRISTINE J. LEE  
20 Deputy Attorney General  
21 *Attorneys for Complainant*

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