

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

In the Matter of the Accusation Against:

HUGO HENRIQUEZ dba SAVERS AUTO SERVICE

6750 Brentwood Blvd. Unit B

Brentwood, CA 94513-2120

Automotive Repair Dealer Registration No. ARD 193766

Smog Check Test Only Station License No. TC 193766

HUGO R. HENRIQUEZ

5622 Arcadia Cir.

Discovery Bay, CA 94505

Smog Check Inspector No. EO 641926

and

JOSE BENJAMIN HENRIQUEZ

1708 Daisy Way

Antioch, CA 94509-1422

Smog Check Inspector No. EO 108998

Smog Check Repair Technician License No. EI 108998

and

GABRIEL R. MARTINEZ

9806 Key West Way

Discovery Bay, CA 94505

Smog Check Inspector No. EO 639787

Respondents.

Case No. 79/19-12519

DECISION

The attached Stipulated Settlement and Disciplinary Order as to Hugo Henriquez only 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 October 20, 2021.

DATED: 9/8/21



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

1 ROB BONTA
Attorney General of California
2 CHAR SACHSON
Supervising Deputy Attorney General
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Attorneys for Complainant

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

10 In the Matter of the Accusation Against:
11 **HUGO HENRIQUEZ**
12 dba SAVERS AUTO SERVICE
6750 Brentwood Blvd., Unit B
Brentwood, CA 94513-2120

Case No. 79/19-12519

13 **STIPULATED SETTLEMENT**
14 **AND DISCIPLINARY ORDER**

13 Automotive Repair Dealer No. ARD 193766
Smog Check Station License No TC 193766

(As To Hugo Henriquez Only)

14 **HUGO R. HENRIQUEZ**
15 5622 Arcadia Cir.
Discovery Bay, CA 94505

16 Smog Check Inspector (EO) License No. EO 641926

17 And

18 **JOSE BENJAMIN HENRIQUEZ**
19 1708 DAISY WAY
ANTIOCH, CA 94509-1422

20 Smog Check Inspector (EO) License No. EO 108998
21 Smog Check Repair Technician (EI) License EI 108998

22 And

23 **GABRIEL R. MARTINEZ**
24 9806 Key West Way
Discovery Bay, CA 94505

25 Smog Check Inspector (EO) License No. EO 639787
26 Smog Check Inspector License No. EO 639787

27 Respondents.

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 Justin R. Surber, Deputy Attorney
7 General.

8 2. Respondent Hugo Henriquez, dba Savers Auto Service (Respondent) is represented in
9 this proceeding by attorney Robert Hahn of Gould, Hahn, and Reinhart, PLC whose address is:
10 2550 Ninth Street, Suite 101, Berkeley, CA 94710

11 3. This stipulation applies to Respondent only and does not apply to Jose Benjamin
12 Henriquez nor Gabriel Martinez.

13 4. In 1997, the Bureau issued Automotive Repair Dealer Registration Number ARD
14 193766 (Registration) to Respondent. The Registration was in full force and effect at all times
15 relevant to the charges brought herein and will expire on March 31, 2022, unless renewed.

16 5. In 1997, the Bureau issued Smog Check, Test Only, Station License Number TC
17 193766 (Smog Station License) to Respondent. The Smog Station License was in full force and
18 effect at all times relevant to the charges brought herein and will expire on March 31, 2022,
19 unless renewed. The Smog Station License was STAR certified on or about January 11, 2013.

20 6. On or about May 9, 2019, the Director issued Smog Check Inspector License Number
21 EO 641926 to Respondent. Respondent Henriquez's Smog Check Inspector License will expire
22 on October 31, 2021, unless renewed.

23 JURISDICTION

24 7. Accusation No. 79/19-12519 was filed before the Director, and is currently pending
25 against Respondent. The Accusation and all other statutorily required documents were properly
26 served on Respondent on February 4, 2021. Respondent timely filed his Notice of Defense
27 contesting the Accusation.

28

1 DISCIPLINARY ORDER

2 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 193766,
3 Smog Check Station License No. TC 193766, and Smog Check Inspector License No. EO 641926
4 issued to Respondent Hugo Henriquez dba Savers Auto Service are revoked. However, the
5 revocations are stayed and Respondent is placed on probation for two (2) years on the following
6 terms and conditions:

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

10 2. **Temporary STAR Invalidation.** Respondent's STAR certifications of Smog Check
11 Station Licenses No. TC 193766 shall be temporarily invalidated for a period of 30 consecutive
12 days beginning on the effective date of the Decision and Order. During the period of
13 invalidation, Respondent shall cease advertising as a STAR station and shall cover or remove all
14 STAR signage. During the period of invalidation, Respondent shall not perform any repairs
15 under the Consumer Assistance Program. Upon successful completion of the 30-day invalidation,
16 Respondent's STAR Certification shall be fully restored without reapplication for a STAR
17 certification.

18 3. **Posting of Sign.** During the period of temporary STAR invalidation, Respondent
19 shall prominently post a sign or signs, provided by BAR, indicating the beginning and ending
20 dates of the invalidation and indicating the reason for the invalidation. The sign or signs shall be
21 conspicuously displayed in a location or locations open to and frequented by customers. The
22 location(s) of the sign(s) shall be approved by BAR and shall remain posted during the entire
23 period of actual invalidation.

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

28 5. **Report Financial Interests.** Respondent shall, within 30 days of the effective date

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

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

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

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

27 **9. Maintain Valid License.** Respondent shall, at all times while on probation, maintain
28 a current and active registration and/or license(s) with BAR, including any period during which

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

8 **10. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$3,000.00
9 for the reasonable costs of the investigation and enforcement of case No. 79/19-12519.
10 Respondent shall make monthly installment payments of \$125.00 each for the first 24 months of
11 probation. Any other agreement for a scheduled payment plan shall require full payment to be
12 completed no later than six (6) months before probation terminates. Respondent shall make
13 payment by check or money order payable to the Bureau of Automotive Repair and shall indicate
14 on the check or money order that it is for cost recovery payment for case No. 79/19-12519. Any
15 order for payment of cost recovery shall remain in effect whether or not probation is tolled.
16 Probation shall not terminate until full cost recovery payment has been made. BAR reserves the
17 right to pursue any other lawful measures in collecting on the costs ordered and past due, in
18 addition to taking action based upon the violation of probation.

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

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

1 granting of the request, the Director will vacate the stay order and carry out the disciplinary order
 2 provided in the decision. Respondent may not petition the Director for reinstatement of the
 3 surrendered registration and/or license, or apply for a new registration or license under the
 4 jurisdiction of BAR at any time before the date of the originally scheduled completion of
 5 probation. If Respondent applies to BAR for a registration or license at any time after that date,
 6 Respondent must meet all current requirements for registration or licensure and pay all
 7 outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

ACCEPTANCE

8
 9 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the
 10 stipulation and the effect it will have on my Automotive Repair Dealer Registration, and Smog
 11 Check Station License, STAR Certification, and Smog Check Inspector License. I enter into this
 12 Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree
 13 to be bound by the Decision and Order of the Director of the Department of Consumer Affairs.

14
 15 DATED: 7/22/2021 
 16 HUGO HENRIQUEZ, DBA SAVERS AUTO
 17 Respondent

18 I have read and fully discussed with Respondent Hugo Henriquez the terms and conditions
 19 and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve
 20 its form and content.

21 DATED: _____
 22 ROBERT HAHN
 23 Attorney for Respondents

ENDORSEMENT

24
 25 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
 26 submitted for consideration by the Director of the Department of Consumer Affairs.

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28

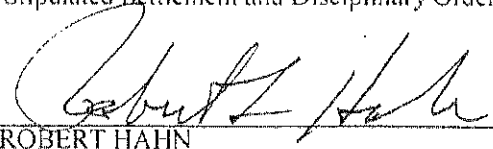
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8 ACCEPTANCE

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16 HUGO HENRIQUEZ, DBA SAVERS AUTO
17 Respondent

18 I have read and fully discussed with Respondent Hugo Henriquez the terms and conditions
19 and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve
20 its form and content.

21 DATED: 7-22-21
22 
23 ROBERT HAHN
24 Attorney for Respondents

25 ENDORSEMENT

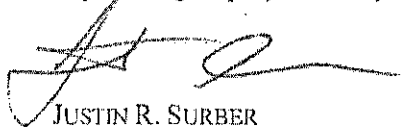
26 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
27 submitted for consideration by the Director of the Department of Consumer Affairs.

28

DATED: 7/28/21

Respectfully submitted,

ROB BONTA
Attorney General of California
CHAR SACHSON
Supervising Deputy Attorney General



JUSTIN R. SURBER
Deputy Attorney General
Attorneys for Complainant

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