

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

In the Matter of the Accusation Against:

MICHAEL JAMES ESPINOZA dba A DISCOUNT SMOG CHECK CENTER #1

1051 Airway Blvd.

Livermore, CA 94551

Automotive Repair Dealer Registration No. ARD 243376

Smog Check Test Only Station License No. TC 243376

Smog Check Inspector License No. EO 141208

Respondent.

Case No. 79/21-11452

OAH No. 2022100711

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 March 28, 2023.

DATED: Feb. 8, 2023



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
3 JUSTIN R. SURBER
Deputy Attorney General
4 State Bar No. 226937
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 355-5437
6 Facsimile: (415) 703-5480
7 *Attorneys for Complainant*

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9 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
FOR THE BUREAU OF AUTOMOTIVE REPAIR
10 **STATE OF CALIFORNIA**
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16 Automotive Repair Dealer Registration No. ARD 243376
17 Smog Check Test Only Station License No. TC 243376
18 Smog Check Inspector License No. EO 141208
19

20 Respondents.
21

Case No. 79/21-11452

OAH No. 2022100711

**STIPULATED SETTLEMENT
AND DISCIPLINARY ORDER**

22 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
23 entitled proceedings that the following matters are true:

24 **PARTIES**

25 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
26 (Bureau). He brought this action solely in his official capacity and is represented in this matter by
27
28

1 Rob Bonta, Attorney General of the State of California, by Justin R. Surber, Deputy Attorney
2 General.

3 2. Respondent Michael James Espinoza (Respondent) dba A Discount Smog Check
4 Center #1 is representing himself in this proceeding and has chosen not to exercise his right to be
5 represented by counsel.

6 1. On or about February 2, 2006, the Bureau issued Automotive Repair Dealer
7 Registration Number ARD 243376 to Respondent. The Registration was in effect at all times
8 pertinent to this case and will expire on January 31, 2023, unless renewed.

9 2. On or about March 7, 2006, the Bureau issued Smog Check Test Only Station
10 License Number TC 243376 to Respondent. The License was in effect at all times pertinent to
11 this case and will expire on January 31, 2023, unless renewed.

12 3. In 2013, the Bureau issued Smog Check Inspector License Number EO 141208 to
13 Respondent Michael James Espinoza. The License was in full force and effect at all times
14 pertinent to this case and will expire on September 30, 2023, unless renewed.

15 **JURISDICTION**

16 3. Accusation No. 79/21-11452 was filed before the Director of the Department of
17 Consumer Affairs (Director), and is currently pending against Respondent. The Accusation and
18 all other statutorily required documents were properly served on Respondent on July 7, 2022.
19 Respondent timely filed his Notice of Defense contesting the Accusation.

20 4. A copy of Accusation No. 79/21-11452 is attached as exhibit A and incorporated
21 herein by reference.

22 **ADVISEMENT AND WAIVERS**

23 5. Respondent has carefully read, and understands the charges and allegations in
24 Accusation No. 79/21-11452. Respondent has also carefully read, and understands the effects of
25 this Stipulated Settlement and Disciplinary Order.

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

1 present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel
2 the attendance of witnesses and the production of documents; the right to reconsideration and
3 court review of an adverse decision; and all other rights accorded by the California
4 Administrative Procedure Act and other applicable laws.

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

7 CULPABILITY

8 8. Respondent admits the truth of each and every charge and allegation in Accusation
9 No. 79/21-11452.

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

13 CONTINGENCY

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

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

27 12. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
28 integrated writing representing the complete, final, and exclusive embodiment of their agreement.

1 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
2 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
3 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
4 writing executed by an authorized representative of each of the parties.

5 13. In consideration of the foregoing admissions and stipulations, the parties agree that
6 the Director may, without further notice or formal proceeding, issue and enter the following
7 Disciplinary Order:

8 **DISCIPLINARY ORDER**

9 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 243376,
10 Smog Check Station License No. TC 243376, and Smog Check Inspector License No. EO 141208
11 all issued to Respondent Michael James Espinoza dba A Discount Smog Check Center #1 are
12 revoked. However, the revocations are stayed and Respondent is placed on probation for five (5)
13 years on the following terms and conditions:

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

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

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

27 4. **Report Financial Interests.** Respondent shall, within 30 days of the effective date
28 of the decision and within 30 days from the date of any request by BAR during the period of

1 probation, report any financial interest which any Respondent or any partners, officers, or owners
2 of any Respondent facility may have in any other business required to be registered pursuant to
3 Section 9884.6 of the Business and Professions Code.

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

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

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

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

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

7 **9. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$5,000 for
8 the reasonable costs of the investigation and enforcement of case No. 79/21-11452. Any
9 agreement for a scheduled payment plan shall require full payment to be completed no later than
10 six (6) months before probation terminates. Respondent shall make payment by check or money
11 order payable to the Bureau of Automotive Repair and shall indicate on the check or money order
12 that it is for cost recovery payment for case No. 79/21-11452. Any order for payment of cost
13 recovery shall remain in effect whether or not probation is tolled. Probation shall not terminate
14 until full cost recovery payment has been made. BAR reserves the right to pursue any other
15 lawful measures in collecting on the costs ordered and past due, in addition to taking action based
16 upon the violation of probation.

17 **10. Completion of Probation.** Upon successful completion of probation, Respondent's
18 affected registration and licenses will be fully restored or issued without restriction, if Respondent
19 meets all current requirements for registration or licensure and has paid all outstanding fees,
20 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 Respondent ceases business operations or is otherwise unable to
23 satisfy the terms and conditions of probation, Respondent 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 Respondent's 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. Respondent may not petition the Director for reinstatement of the

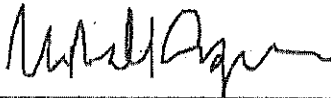
1 surrendered registration and/or license, or apply for a new registration or license under the
2 jurisdiction of BAR at any time before the date of the originally scheduled completion of
3 probation. If Respondent applies to BAR for a registration or license at any time after that date,
4 Respondent 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 12. **Notification to Employer.** When performing services that fall within the scope of
7 his or her license, Respondent shall provide each of his or her current or future employers a copy
8 of the decision and the underlying Accusation before commencing employment. Notification to
9 Respondent's current employer shall occur no later than the effective date of the decision.
10 Respondent shall submit to BAR, upon request, satisfactory evidence of compliance with this
11 term of probation.

12 **ACCEPTANCE**

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

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19 DATED: 01/07/2023


MICHAEL JAMES ESPINOZA,
Respondent

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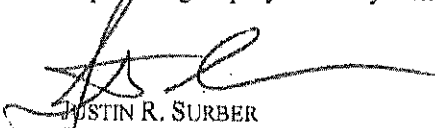
ENDORSEMENT

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

DATED: ¹²01/07/2023

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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Exhibit A

Accusation No. 79/21-11452