

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

STATE OF CALIFORNIA

In the Matter of the Accusation Against:

JESSE JUNIOR ESPINOZA dba JUNIORS TEST ONLY

8323 Long Beach Blvd.

South Gate, CA 90280

Automotive Repair Dealer Registration No. ARD 258121

Smog Check Test Only Station License No. TC 258121

and

JESSE JUNIOR ESPINOZA

8323 Long Beach Blvd.

South Gate, CA 90280

Mailing Address

14408 S. Butler Ave.

Compton, CA 90221

Smog Check Inspector License No. EO 151078

Smog Check Repair Technician License No. EI 151078

Respondents.

Case No. 79/21-5352

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OAH No. 2022090074

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 21, 2023.

DATED: February 8, 2023

Signature on file

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

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

13 In the Matter of the Accusation Against:

Case No. 79/21-5352

14 **JESSE JUNIOR ESPINOZA DBA**
15 **JUNIORS TEST ONLY**
16 **8323 Long Beach Blvd.**
South Gate, CA 90280

OAH No. 2022090074

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

17 **Automotive Repair Dealer Registration No.**
ARD 258121
18 **Smog Check Station License No. TC 258121,**

19 **and**

20 **JESSE JUNIOR ESPINOZA**
21 **8323 Long Beach Blvd.**
South Gate, CA 90280

22 **Mailing Address:**
23 **14408 S. Butler Ave**
Compton, CA 90221

24 **Smog Check Inspector License No. EO**
151078
25 **Smog Check Repair Technician License No.**
26 **EI 151078**

27 Respondent.
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2 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
3 entitled proceedings that the following matters are true:

4 **PARTIES**

5 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
6 (Bureau). He brought this action solely in his official capacity and is represented in this matter by
7 Rob Bonta, Attorney General of the State of California, by Melissa Tyner, Deputy Attorney
8 General.

9 2. Respondent Jesse Junior Espinoza dba Juniors Test Only (Respondent) is represented
10 in this proceeding by attorney William Ferreira, whose address is:
11 580 California Street, Suite 1200
12 San Francisco, CA 94104

13 3. On or about May 14, 2009, the Bureau issued Automotive Repair Dealer Registration
14 No. ARD 258121 to Jesse Junior Espinoza dba Juniors Test Only (Respondent). The Automotive
15 Repair Dealer Registration was in full force and effect at all times relevant to the charges brought
16 in Accusation No. 79/21-5352, and will expire on April 30, 2023, unless renewed.

17 4. On or about May 20, 2009, the Bureau of Automotive Repair issued Smog Check,
18 Test Only Station License Number TC 258121 to Jesse Junior Espinoza dba Juniors Test Only
19 (Respondent). The Smog Check, Test Only Station License was in full force and effect at all
20 times relevant to the charges brought herein and will expire on April 30, 2023, unless renewed.

21 5. On or about July 18, 2013, the Bureau of Automotive Repair issued Smog Check
22 Inspector License Number EO 151078 to Jesse Junior Espinoza (Respondent Espinoza). The
23 Smog Check Inspector License was in full force and effect at all times relevant to the charges
24 brought herein and will expire on August 31, 2023, unless renewed.

25 6. On or about July 18, 2013, the Bureau of Automotive Repair issued Smog Check
26 Repair Technician License Number EI 151078 to Jesse Junior Espinoza (Respondent). The Smog
27 Check Repair Technician License was in full force and effect at all times relevant to the charges
28 brought herein and will expire on August 31, 2023, unless renewed.

4. On or about April 30, 2015, the Bureau certified Respondent as a STAR station (California Code of Regulations, title 16, section 3392.2.1, *et seq.*). The certification has no expiration date but may be invalidated on any of the grounds enumerated in California Code of Regulations, title 16, section 3392.5.1.

JURISDICTION

5. Accusation No. 79/21-5352 was filed before the Director of the Department of Consumer Affairs (Director), and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on March 18, 2022. Respondent timely filed his Notice of Defense contesting the Accusation.

6. A copy of Accusation No. 79/21-5352 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

7. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 79/21-5352. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

8. Respondent is fully aware of his 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 him; the right to present evidence and to testify on his 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.

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

1 **CULPABILITY**

2 10. Respondent admits the truth of each and every charge and allegation in Accusation
3 No. 79/21-5352.

4 11. Respondent agrees that his Automotive Repair Dealer Registration, Smog Check Test
5 Only Station License, Smog Check Inspector License, Smog Check Repair Technician License is
6 subject to discipline and he agrees to be bound by the Director's probationary terms as set forth in
7 the Disciplinary Order below.

8 **CONTINGENCY**

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

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

22 14. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
23 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
24 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
25 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
26 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
27 writing executed by an authorized representative of each of the parties.
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15. 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 258121 and Smog Check, Test Only Station License No. TC 258121, issued to Respondent Jesse Junior Espinoza dba Juniors Test Only (Respondent) and Smog Check Inspector License Number EO 151078 and Smog Check Repair Technician License Number EI 151078 issued to Respondent Jesse Junior Espinoza (Respondent) are revoked. However, the revocations are stayed and Respondent is placed on probation for five (5) years on the following terms and conditions:

1. **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 by Respondent.

2. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 258121 and Smog Check, Test Only Station License No. TC 258121, issued to Respondent Jesse Junior Espinoza dba Juniors Test Only, is suspended for 15 (fifteen) consecutive days beginning on the effective date of the Decision and Order. Smog Check Inspector License Number EO 151078 and Smog Check Repair Technician License Number EI 151078, issued to Respondent Jesse Junior Espinoza, is suspended for 15 (fifteen) consecutive days beginning on the effective date of the Decision and Order.

3. **Posting of Sign.** During the period of suspension, Respondent 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.

4. **Quarterly Reporting.** During the period of probation, Respondent 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

1 maintaining compliance with the terms and conditions of probation.

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

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

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

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

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

10 **10. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$4,541.55
11 for the reasonable costs of the investigation and enforcement of case No. 79/21-5352. Respondent
12 shall make such payment as follows: Any agreement for a scheduled payment plan shall require
13 full payment to be completed no later than six (6) months before probation terminates.
14 Respondent shall make payment by check or money order payable to the Bureau of Automotive
15 Repair and shall indicate on the check or money order that it is for cost recovery payment for case
16 No. 79/21-5352. Any order for payment of cost recovery shall remain in effect whether or not
17 probation is tolled. Probation shall not terminate until full cost recovery payment has been made.
18 BAR reserves the right to pursue any other lawful measures in collecting on the costs ordered and
19 past due, in addition to taking action based upon the violation of probation.

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

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

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

9 **13. Training Course.** During the period of probation, Respondent shall attend and
10 successfully complete a BAR-specified and -approved training course in inspection, diagnosis
11 and/or repair of emission systems failures and engine performance, applicable to the class of
12 license held by the Respondent. Respondent shall provide to the Bureau proof of enrollment in
13 the course within 30 days of the effective date of the decision, and proof of successful course
14 completion within 180 days of the effective date of the decision. Failure to provide proof of
15 enrollment and/or successful course completion to the Bureau within the timeframes specified
16 shall constitute a violation of probation, and Respondent shall be prohibited from issuing any
17 certificate of compliance or noncompliance until such proof is received.

18 **14. Javier Espinoza Parra.** Javier Espinoza Parra, Respondent's brother and previously
19 revoked Bureau licensee, cannot be part of Respondent's daily station operations in any way and
20 cannot be present at Respondent's station.

21 IT IS HEREBY ORDERED that the STAR certification issued to Respondent is invalidated
22 upon the following terms.

23 **15. Invalidation.** Respondent's STAR certification will be invalidated temporarily for a
24 period of 150 consecutive days beginning on the effective date of the Decision and Order.

25 **16. No Advertising.** During the period of invalidation, Respondent may not advertise as
26 a STAR station and must cover or remove all STAR signage.

27 **17. Consumer Assistance Program.** During the period of invalidation, Respondent may
28 not perform any repairs under the Consumer Assistance Program.

18. **Automatic Reinstatement.** Upon successful completion of the 150-day invalidation period, Respondent's STAR certification will be fully restored without requiring reapplication for a STAR certification.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, William Ferreira. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration ARD 258121, Smog Check, Test Only Station License, TC 258121 and STAR Station Certification and my Smog Check Inspector License Number EO 151078 and Smog Check Repair Technician License Number EI 151078. 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: January 25, 2023

Signed Copy on File

JESSE JUNIOR ESPINOZA DBA JUNIORS TEST
ONLY
Respondent

I have read and fully discussed with Respondent Jesse Junior Espinoza dba Juniors Test Only the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: January 25, 2023

Signed Copy on File

WILLIAM FERREIRA
Attorney for 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: January 25, 2023

Respectfully submitted,

ROB BONTA
Attorney General of California
NANCY A. KAISER
Supervising Deputy Attorney General

Signed Copy on File
MELISSA TYNER
Deputy Attorney General
Attorneys for Complainant

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