

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

In the Matter of the Accusation Against:

CHEVREM CORPORATION dba TEST ONLY SMOG STATION, FATIH TEKIN,

PRESIDENT/SECRETARY/TREASURER

3811 San Leandro Street

Oakland, CA 94601

Mailing Address:

121 Diamond Ct.

Hercules, CA 94547

Automotive Repair Dealer Registration No. ARD 220961

Smog Check Test Only Station License No. TC 220961

Smog Check Inspector No. EO 26524

CHEVREM CORPORATION dba WALNUT CREEK STAR SMOG

Automotive Repair Dealer Registration No. ARD 221700

Smog Check Test Only Station License No. TC 221700

///

CHEVREM CORPORATION dba TEST ONLY SMOG STATION II

Automotive Repair Dealer Registration No. ARD 236306

Smog Check Test Only Station License No. TC 236306

CHEVREM CORPORATION dba CLEAR BLUE TEST ONLY SMOG STATION

Automotive Repair Dealer Registration No. ARD 241700

Smog Check Test Only Station License No. TC 241700

CHEVREM CORPORATION dba CLEAR BLUE TEST ONLY SMOG STATION 2

Automotive Repair Dealer Registration No. ARD 244942

Smog Check Test Only Station License No. TC 244942

CHEVREM CORPORATION dba QUICK STAR SMOG

Automotive Repair Dealer Registration No. ARD 248804

Smog Check Test Only Station License No. TC 248804

CHEVREM CORPORATION dba EL CERRITO TEST ONLY CENTER

Automotive Repair Dealer Registration No. ARD 258902

Smog Check Test Only Station License No. TC 258902

Respondents.

Case No. 79/17-1195, 79/17-1998, 79/17-1999, 79/18-1202, 79/17-1224,

79/17-1226, 79/17-1229

OAH No. 2020090250, 2020090252, 2020090254, 2020090276, 2020090280,
2020090284, 2020090290

DECISION

The attached Stipulated Settlement and Disciplinary Order as to Chevrem Corporation 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 April 21, 2021.

DATED: March 8, 2021

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

XAVIER BECERRA
Attorney General of California
CHAR SACHSON
Supervising Deputy Attorney General
JUSTIN R. SURBER
Deputy Attorney General
State Bar No. 226937
455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102-7004
Telephone: (415) 355-5437
Facsimile: (415) 703-5480
Attorneys for Complainant

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

In the Matter of the Accusations Against:

CHEVREM CORPORATION,

dba TEST ONLY SMOG STATION

**Automotive Repair Dealer Registration No. ARD220961
Smog Check Test Only Station License No. TC220961**

dba WALNUT CREEK STAR SMOG

**Automotive Repair Dealer Registration No. ARD221700
Smog Check Test Only Station License No. TC221700**

dba TEST ONLY SMOG STATION II

**Automotive Repair Dealer Registration No. ARD236306
Smog Check Test Only Station License No. TC236306**

dba CLEAR BLUE TEST ONLY SMOG STATION

**Automotive Repair Dealer Registration No. ARD241700
Smog Check Test Only Station License No. TC241700**

dba CLEAR BLUE TEST ONLY SMOG STATION 2

**Automotive Repair Dealer Registration No. ARD244942
Smog Check Test Only Station License No. TC244942**

dba QUICK STAR SMOG

**Automotive Repair Dealer Registration No. ARD248804
Smog Check Test Only Station License No. TC248804**

dba EL CERRITO TEST ONLY CENTER

**Automotive Repair Dealer Registration No. ARD258902
Smog Check Test Only Station License No. TC258902**

Respondent.

**BAR Case Nos. 79/17-1195,
79/17-1998, 79/17-1999, 79/18-
1202, 79/17-1224, 79/17-1226,
79/17-1229,**

**OAH Case Nos. 2020090250,
2020090252, 2020090254,
2020090276, 2020090280,
2020090284, 2020090290**

**STIPULATED
SETTLEMENT AND
DISCIPLINARY ORDER**

**As To Chevrem Corporation
Only**

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

3 **PARTIES**

4 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
5 (Director). He brought this action solely in his official capacity and is represented in this matter
6 by Xavier Becerra, Attorney General of the State of California, by Justin R. Surber, Deputy
7 Attorney General.

8 2. Respondent Chevrem Corporation (Respondent) is represented in this proceeding by
9 the law firm of Slote, Links, and Boreman LLP, whose address is: One Embarcadero Center,
10 Suite 400, San Francisco, CA 94111.

11 3. In 2002, the Director of the Department of Consumer Affairs (Director) issued
12 Automotive Repair Dealer Registration No. ARD220961 to Chevrem Corporation dba Test Only
13 Smog Station. On or about June 19, 2002, the Director issued Smog Check Test Only Station
14 License No. TC220961 to Chevrem Corporation dba Test Only Smog Station.

15 4. In 2002, the Director issued Automotive Repair Dealer Registration No. ARD221700
16 to Chevrem Corporation dba Walnut Creek Star Smog. On or about June 21, 2002, the Director
17 issued Smog Check Test Only Station License No. TC221700 to Chevrem Corporation dba
18 Walnut Creek Star Smog.

19 5. In 2004, the Director issued Automotive Repair Dealer Registration No. ARD236306
20 to Chevrem Corporation dba Test Only Smog Station II. On or about February 14, 2005, the
21 Director issued Smog Check Test Only Station License No. TC236306 to Chevrem Corporation
22 dba Test Only Smog Station II.

23 6. In 2005, the Director issued Automotive Repair Dealer Registration No. ARD241700
24 to Chevrem Corporation dba Clear Blue Test Only Smog Station. On or about February 16, 2006,
25 the Director issued Smog Check Test Only Station License No. TC241700 to Chevrem
26 Corporation dba Clear Blue Test Only Smog Station.

27 7. In 2006, the Director issued Automotive Repair Dealer Registration No. ARD244942
28 to Chevrem Corporation dba Clear Blue Test Only Smog Station 2. On or about November 20,

1 2006, the Director issued Smog Check Test Only Station License No. TC244942 to Chevrem
2 Corporation dba Clear Blue Test Only Smog Station 2.

3 8. In 2007, the Director issued Automotive Repair Dealer Registration No. ARD248804
4 to Chevrem Corporation dba Quick Star Smog. On or about March 2, 2007, the Director issued
5 Smog Check Test Only Station License No. TC248804 to Chevrem Corporation dba Quick Star
6 Smog.

7 9. On or about July 28, 2009, the Director issued Automotive Repair Dealer Registration
8 No. ARD258902 to Chevrem Corporation dba El Cerrito Test Only Center. On or about August
9 6, 2009, the Director issued Smog Check Test Only Station License No. TC258902 to Chevrem
10 Corporation dba El Cerrito Test Only Center.

11 **JURISDICTION**

12 10. Accusation No. 79/17-1195 was filed before the Director, and is currently pending
13 against Respondent. The Accusation and all other statutorily required documents were properly
14 served on Respondent. Respondent timely filed its Notice of Defense contesting the Accusation.

15 11. Accusation No. 79/17-1198 was filed before the Director, and is currently pending
16 against Respondent. The Accusation and all other statutorily required documents were properly
17 served on Respondent. Respondent timely filed its Notice of Defense contesting the Accusation.

18 12. Accusation No. 79/17-1199 was filed before the Director, and is currently pending
19 against Respondent. The Accusation and all other statutorily required documents were properly
20 served on Respondent. Respondent timely filed its Notice of Defense contesting the Accusation.

21 13. Accusation No. 79/17-1202 was filed before the Director, and is currently pending
22 against Respondent. The Accusation and all other statutorily required documents were properly
23 served on Respondent. Respondent timely filed its Notice of Defense contesting the Accusation.

24 14. Accusation No. 79/17-1224 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. Respondent timely filed its Notice of Defense contesting the Accusation.

15. Accusation No. 79/17-1226 was filed before the Director, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent. Respondent timely filed its Notice of Defense contesting the Accusation.

16. Accusation No. 79/17-1229 was filed before the Director, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent. Respondent timely filed its Notice of Defense contesting the Accusation.

17. A copy of Accusation No. 79/17-1195 is attached as exhibit A and incorporated herein by reference. A copy of Accusation No. 79/17-1198 is attached as exhibit B and incorporated herein by reference. A copy of Accusation No. 79/17-1199 is attached as exhibit C and incorporated herein by reference. A copy of Accusation No. 79/17-1202 is attached as exhibit D and incorporated herein by reference. A copy of Accusation No. 79/17-1224 is attached as exhibit E and incorporated herein by reference. A copy of Accusation No. 79/17-1226 is attached as exhibit F and incorporated herein by reference. A copy of Accusation No. 79/17-1229 is attached as exhibit G and incorporated herein by reference.

ADVISEMENT AND WAIVERS

18. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusations Nos. 79/17-1195, 79/17-1198, 79/17-1199, 79/17-1202, 79/17-1224, 79/17-1226, 79/17-1229. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

19. Respondent is fully aware of its legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusations; 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.

20. Respondent is aware and agrees that an order of probation, is cause to invalidate Respondent's STAR Certifications pursuant to California Code of Regulations, Title 16, section 3392.5.1.

21. Respondent is fully aware of its legal rights in any STAR Invalidation matter, including the right to written notice of STAR Invalidation, a hearing on any charges or allegations in a STAR Invalidation matter; the right to be represented by counsel at its own expense; the right to confront and cross-examine the witnesses against him; 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.

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

CULPABILITY

23. Respondent understands and agrees that the charges and allegations in Accusations No. 79/17-1195, 79/17-1198, 79/17-1199, 79/17-1202, 79/17-1224, 79/17-1226, 79/17-1229, if proven at a hearing, constitute cause for imposing discipline upon its Automotive Repair Dealer Registrations as well as its Smog Check Test Only Station Licenses. Respondent further agrees its STAR certifications are subject to invalidation.

24. For the purpose of resolving the Accusations without the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual basis for the charges in the Accusations, and that Respondent hereby gives up its right to contest those charges.

25. Respondent agrees that its Automotive Repair Dealer Registrations are subject to discipline and it agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

26. Respondent agrees that its Smog Check Test Only Station Licenses are subject to discipline and it agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

27. Respondent agrees that its STAR Certifications of its Smog Check Test Only Station Licenses are subject to invalidation and agrees to be bound by the Director's terms as set

1 forth in the Order below.

2 **CONTINGENCY**

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

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

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

22 31. In consideration of the foregoing admissions and stipulations, the parties agree that
23 the Director may, without further notice or formal proceeding, issue and enter the following
24 Disciplinary Order:

25 **DISCIPLINARY ORDER**

26 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD220961,
27 Smog Check Test Only Station License No. TC220961, Automotive Repair Dealer Registration
28 No. ARD221700, Smog Check Test Only Station License No. TC221700, Automotive Repair

1 Dealer Registration No. ARD236306, Smog Check Test Only Station License No. TC236306,
2 Automotive Repair Dealer Registration No. ARD241700, Smog Check Test Only Station License
3 No. TC241700, Automotive Repair Dealer Registration No. ARD244942, Smog Check Test Only
4 Station License No. TC244942, Automotive Repair Dealer Registration No. ARD248804, Smog
5 Check Test Only Station License No. TC248804, Automotive Repair Dealer Registration No.
6 ARD258902, and Smog Check Test Only Station License No. TC258902 issued to Respondent
7 Chevrem Corporation are revoked. However, the revocations are stayed and Respondent is
8 placed on probation for five (5) years on the following terms and conditions:

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

12 2. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD220961, Smog
13 Check Test Only Station License No. TC220961, Automotive Repair Dealer Registration No.
14 ARD221700, Smog Check Test Only Station License No. TC221700, Automotive Repair Dealer
15 Registration No. ARD236306, Smog Check Test Only Station License No. TC236306,
16 Automotive Repair Dealer Registration No. ARD241700, Smog Check Test Only Station License
17 No. TC241700, Automotive Repair Dealer Registration No. ARD244942, Smog Check Test Only
18 Station License No. TC244942, Automotive Repair Dealer Registration No. ARD248804, Smog
19 Check Test Only Station License No. TC248804, Automotive Repair Dealer Registration No.
20 ARD258902, and Smog Check Test Only Station License No. TC258902 issued to Respondent
21 Chevrem Corporation are suspended for 10 consecutive days beginning on the effective date of
22 the Decision and Order.

23 3. **Temporary STAR Invalidation.** Respondent's STAR certifications of Smog Check
24 Station Licenses Nos. TC220961, TC221700 TC236306, TC241700, TC244942, TC248804, and
25 TC258902 shall be temporarily invalidated for a period of 60 consecutive days beginning on the
26 effective date of the Decision and Order. During the period of invalidation, Respondent shall
27 cease advertising as a STAR station and shall cover or remove all STAR signage. During the
28 period of invalidation, Respondent shall not perform any repairs under the Consumer Assistance

1 Program. Upon successful completion of the 60-day invalidation, Respondent's STAR
2 Certification shall be fully restored without reapplication for a STAR certification.

3 4. **Posting of Sign.** During the period of suspension, Respondent shall prominently post
4 signs, provided by BAR, indicating the beginning and ending dates of the suspension and
5 indicating the reason for the suspension. The signs shall be conspicuously displayed in a location
6 or locations open to and frequented by customers. The locations of the signs shall be approved by
7 BAR and shall remain posted during the entire period of actual suspension.

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

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

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

21 8. **Tolling of Probation.** If, during probation, Respondent leaves the jurisdiction of
22 California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction
23 of California, Respondent shall notify BAR in writing within 10 days of the dates of departure
24 and return, and of the dates of cessation and resumption of business in California. All provisions
25 of probation other than cost reimbursement requirements, restitution requirements, training
26 requirements, and that Respondent obey all laws, shall be held in abeyance during any period of
27 time of 30 days or more in which Respondent is not residing or engaging in business within the
28 jurisdiction of California. All provisions of probation shall recommence on the effective date of

1 resumption of business in California. Any period of time of 30 days or more in which Respondent
2 is not residing or engaging in business within the jurisdiction of California shall not apply to the
3 reduction of this probationary period or to any period of actual suspension not previously
4 completed. Tolling is not available if business or work relevant to the probationary license or
5 registration is conducted or performed during the tolling period.

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

11 **10. Maintain Valid License.** Respondent shall, at all times while on probation, maintain
12 a current and active registration and/or license(s) with BAR, including any period during which
13 suspension or probation is tolled. If Respondent's registration or license is expired at the time the
14 decision becomes effective, the registration or license must be renewed by Respondent within 30
15 days of that date. If Respondent's registration or license expires during a term of probation, by
16 operation of law or otherwise, then upon renewal Respondent's registration or license shall be
17 subject to any and all terms and conditions of probation not previously satisfied. Failure to
18 maintain a current and active registration and/or license during the period of probation shall also
19 constitute a violation of probation.

20 **11. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$35,000.00
21 for the reasonable costs of the investigation and enforcement of case Nos. 79/17-1195, 79/17-
22 1998, 79/17-1999, 79/18-1202, 79/17-1224, 79/17-1226, and 79/17-1229. Respondent shall be
23 allowed to make equal monthly installment payments in the amount of \$729.16 during the first 47
24 months of probation and a final payment of \$729.48 during with 48th month of probation. Any
25 other agreement for a scheduled payment plan shall require full payment to be completed no later
26 than six (6) months before probation terminates. Respondent shall make payment by check or
27 money order payable to the Bureau of Automotive Repair and shall indicate on the check or
28 money order that it is for cost recovery payment for case Nos. 79/17-1195, 79/17-1998, 79/17-

1 1999, 79/18-1202, 79/17-1224, 79/17-1226, and 79/17-1229. Any order for payment of cost
2 recovery shall remain in effect whether or not probation is tolled. Probation shall not terminate
3 until full cost recovery payment has been made. BAR reserves the right to pursue any other
4 lawful measures in collecting on the costs ordered and past due, in addition to taking action based
5 upon the violation of probation.

6 **12. Completion of Probation.** Upon successful completion of probation, Respondent's
7 affected registrations and licenses will be fully restored or issued without restriction, if
8 Respondent meets all current requirements for registration or licensure and has paid all
9 outstanding fees, monetary penalties, or cost recovery owed to BAR.

10 **13. License Surrender.** Following the effective date of a decision that orders a stay of
11 invalidation or revocation, if Respondent ceases business operations or is otherwise unable to
12 satisfy the terms and conditions of probation, Respondent may request that the stay be vacated.
13 Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right
14 to evaluate the Respondent's request and to exercise discretion whether to grant the request or
15 take any other action deemed appropriate or reasonable under the circumstances. Upon formal
16 granting of the request, the Director will vacate the stay order and carry out the disciplinary order
17 provided in the decision. Respondent may not petition the Director for reinstatement of the
18 surrendered registration and/or license, or apply for a new registration or license under the
19 jurisdiction of BAR at any time before the date of the originally scheduled completion of
20 probation. If Respondent applies to BAR for a registration or license at any time after that date,
21 Respondent must meet all current requirements for registration or licensure and pay all
22 outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

23 **ACCEPTANCE**

24 I am the President of Respondent Chevrem Corporation. I have the authority to enter this
25 stipulation on behalf of Chevrem Corporation and bind Chevrem Corporation to its terms. I have
26 carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it
27 with my attorney, Marglyn E. Paseka of Slote, Links, and Boreman LLP. I understand the
28 stipulation and the effect it will have on Chevrem Corporation's Automotive Repair Dealer

1 Registrations and Smog Check Test Only Station Licenses. Chevrem Corporation enters into this
2 Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agrees
3 to be bound by the Decision and Order of the Director of the Department of Consumer Affairs.

4
5 DATED: November 20, 2020 Signed Copy on File
6 FATIH TEKIN
7 As President of and on behalf of
8 CHEVREM CORPORATION,
9 *Respondent*

10 I have read and fully discussed with Fatih Tekin, president of Respondent Chevrem
11 Corporation, the terms and conditions and other matters contained in the above Stipulated
12 Settlement and Disciplinary Order. I approve its form and content.

13 DATED: November 20, 2020 Signed Copy on File
14 MARGLYN E. PASEKA
15 Slote, Links, and Boreman LLP
16 *Attorney for Respondent*

17
18 **ENDORSEMENT**

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

21 DATED: December 15, 2020 Respectfully submitted,
22 XAVIER BECERRA
23 Attorney General of California
24 CHAR SACHSON
25 Supervising Deputy Attorney General

26
27 JUSTIN R. SURBER
28 Deputy Attorney General
Attorneys for Complainant

SF2018200572
42379923.docx