

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

In the Matter of the Accusation Against:

**STEVEN THOMAS BRENTANO, OWNER, dba POWAY SMOG**

13510 Pomerado Rd. Suite A

Poway, CA 92064

and

8426 Mesa Ridge Rd.

Santee, CA 92071

Automotive Repair Dealer Registration No. ARD 267841

Smog Check Test Only Station License No. TC 267841

and

**ROBERT SOUHEL HOUSHAN**

12666 Roberto Way

Poway, CA 92064

and

13825 Powers Rd.

Poway, CA 92064

Smog Check Inspector No. EO 151237

Smog Check Repair Technician License No. EI 151237

Respondents.

Case No. 79/19-7843

OAH No. 2020040755

**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 5, 2021.

DATED: December 30, 2020

Signature on File

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

1 XAVIER BECERRA  
Attorney General of California  
2 JAMES M. LEDAKIS  
Supervising Deputy Attorney General  
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8  
9 **BEFORE THE**  
**DEPARTMENT OF CONSUMER AFFAIRS**  
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**  
**STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against:

12 **STEVEN THOMAS BRENTANO, Owner,**  
13 **dba POWAY SMOG**  
14 **13510 Pomerado Rd, Ste. A**  
15 **Poway, CA 92064**

16 **-and-**

17 **8426 Mesa Ridge Rd.**  
18 **Santee, CA. 92071**

19 **Automotive Repair Dealer Registration**  
20 **Number ARD 267841**  
21 **Smog Check, Test Only Station License**  
22 **Number TC 267841**

23 **-and-**

24 **ROBERT SOUHEL HOUSHAN**  
25 **12666 Roberto Way**  
26 **Poway, CA 92064**

27 **-and-**

28 **13825 Powers Rd.**  
**Poway, CA. 92064**

**Smog Check Inspector License**  
**Number EO 151237, Smog Check Repair**  
**Technician License Number EI 151237**

**Respondents.**

Case No. 79/19-7843

OAH No. 2020040755

**STIPULATED SETTLEMENT AND**  
**DISCIPLINARY ORDER**

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 (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 Diane De Kervor, Deputy  
7 Attorney General.

8 2. Respondent Steven Thomas Brentano, dba Poway Smog (Respondent Brentano) and  
9 Respondent Robert Souhel Houshan (Respondent Houshan) are represented in this proceeding by  
10 attorney Michael B. Levin, Esq., whose address is: 3727 Camino del Rio South, Suite 200, San  
11 Diego, CA 92108.

12 3. On or about January 31, 2012, the Bureau of Automotive Repair issued Automotive  
13 Repair Dealer Registration (ARD) Number ARD 267841 to Steven Thomas Brentano, owner, dba  
14 Poway Smog. The Automotive Repair Dealer Registration was in full force and effect at all times  
15 relevant to the charges brought herein and will expire on January 31, 2021, unless renewed.

16 4. On or about February 21, 2012, the Bureau of Automotive Repair issued Smog  
17 Check, Test Only Station License Number TC 267841 to Respondent Brentano. The Smog  
18 Check, Test Only Station License was in full force and effect at all times relevant to the charges  
19 brought herein and will expire on January 31, 2021, unless renewed.

20 5. Poway Smog is also certified as a STAR Station. The certification was issued on  
21 September 1, 2015, and will remain active unless the Automotive Repair Dealer registration  
22 and/or Smog Check Station license is revoked, canceled, licenses become delinquent or  
23 certification is invalidated.

24 6. In 2005, Advanced Emission Specialist (EA) Technician License No. 151237 was  
25 issued to Robert Souhel Houshan (Respondent Houshan), under SB 1997, the biennial Smog  
26 Check Program implemented January 1, 1990. License number EA 15123 7 was due to expire on  
27 October 31, 2012, however, was cancelled on October 15, 2012. Pursuant to California Code of  
28 Regulations, title 16 section 3340.28, subdivision (e), said license was renewed pursuant to

Respondent Houshan's election as Smog Check Inspector (EO) License No. 151237 and Smog Check Repair Technician (EI) License No. 151237, effective October 15, 2012. The Smog Check Inspector (EO) License will expire on October 31, 2022 and Smog Check Repair Technician (EI) License expired on October 31, 2014.

### **JURISDICTION**

7. Accusation No. 79/19-7843 was filed before the Director of the Department of Consumer Affairs (Director), for the Bureau of Automotive Repair, and is currently pending against Respondents. The Accusation and all other statutorily required documents were properly served on Respondents on November 20, 2019. Respondents timely filed their Notices of Defense contesting the Accusation.

8. A copy of Accusation No. 79/19-7843 is attached as exhibit A and incorporated herein by reference.

### **ADVISEMENT AND WAIVERS**

9. Respondents have carefully read, fully discussed with counsel, and understand the charges and allegations in Accusation No. 79/19-7843. Respondents have also carefully read, fully discussed with counsel, and understand the effects of this Stipulated Settlement and Disciplinary Order.

10. 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 their 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.

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

### **CULPABILITY**

12. Respondents each understand and agree that the charges and allegations in Accusation No. 79/19-7843, if proven at a hearing, constitute cause for imposing discipline upon

1 the Automotive Repair Dealer Registration, Smog Check, Test Only, Station License, STAR  
2 Station Certification, Smog Check Inspector License and Smog Check Technician Repair  
3 License.

4 13. For the purpose of resolving the Accusation without the expense and uncertainty of  
5 further proceedings, Respondents agree that, at a hearing, Complainant could establish a factual  
6 basis for the charges in the Accusation, and that Respondents hereby gives up their right to  
7 contest those charges.

8 14. Respondents agree that their Registration, certification, and licenses are subject to  
9 discipline and they agree to be bound by the Director's probationary terms as set forth in the  
10 Disciplinary Order below.

#### 11 **RESERVATION**

12 15. The admissions made by Respondents herein are only for the purposes of this  
13 proceeding, or any other proceedings in which the Director of the Department of Consumer  
14 Affairs, Bureau of Automotive Repair, or other professional licensing agency is involved, and  
15 shall not be admissible in any other criminal or civil proceeding.

#### 16 **CONTINGENCY**

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

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

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

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

13 **DISCIPLINARY ORDER**

14 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 267841,  
15 Smog Check, Test Only, Station License No. TC 267841, and the STAR Station Certification  
16 issued to Respondent Steven Thomas Brentano, dba Poway Smog and Smog Check Inspector  
17 License Number EO 151237 and the Smog Check Repair Technician License Number EI 151237  
18 issued to Respondent Houshan are revoked.

19 **Respondent Houshan Discipline**

20 1. The revocation of Respondent Houshan's Smog Check Inspector License and  
21 Smog Check Repair Technician License is accepted by the Director of Consumer Affairs. The  
22 acceptance of the revoked licenses by the Bureau shall constitute the imposition of discipline  
23 against Respondent Houshan. This stipulation constitutes a record of the discipline and shall  
24 become a part of Respondent's license history with the Bureau of Automotive Repair.

25 2. Respondent shall cause to be delivered to the Bureau his pocket licenses, if issued,  
26 and his wall certificates on or before the effective date of the Decision and Order.

27 3. If he ever applies for licensure or petitions for reinstatement in the State of  
28 California, the Bureau shall treat it as a new application for licensure. Respondent must comply

1 with all the laws, regulations and procedures for licensure in effect at the time the application or  
2 petition is filed, and all of the charges and allegations contained in Accusation No. 79/19-7843  
3 shall be deemed to be true, correct and admitted by Respondent when the Director determines  
4 whether to grant or deny the application or petition. Should Respondent's application be granted,  
5 he will be required to pay \$3,288.75 to the Bureau, for the costs of investigation and enforcement  
6 in this matter, before the license can be issued.

7 **Respondent Brentano Discipline:**

8 However, the revocation as to Respondent Brentano's Automotive Repair Dealer  
9 Registration and Smog Check, Test Only, Station License, is stayed and the registration and  
10 license is placed on probation for five (5) years on the following terms and conditions:

11 **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 267841 and Smog  
12 Check, Test Only Station License Number TC 267841 issued to Respondent Steven Thomas  
13 Brentano are both suspended for fifteen (15) consecutive days beginning on the effective date of  
14 the Decision and Order.

15 **Restriction on inspecting vehicles requiring Smog Check certification at a STAR**  
16 **station.** Respondent Brentano shall not be permitted to issue certificates of compliance for any  
17 vehicles requiring Smog Check certification at a STAR station for their biennial Smog Check  
18 pursuant to Section 44010.5 or 44014.7 under the Health and Safety Code, for 90 days, such  
19 period shall commence 180 days after the effective date of this decision, with automatic  
20 reinstatement.

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

24 **Posting of Sign.** (Applicable only when actual suspension of a registration or station  
25 license is ordered): During the period of suspension, Respondent shall prominently post a sign or  
26 signs, provided by BAR, indicating the beginning and ending dates of the suspension and  
27 indicating the reason for the suspension. The sign or signs shall be conspicuously displayed in a  
28 location or locations open to and frequented by customers. The location(s) of the sign(s) shall be



1 approved by BAR and shall remain posted during the entire period of actual suspension.

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

6 **Report Financial Interests.** Respondent shall, within 30 days of the effective date of the  
7 decision and within 30 days from the date of any request by BAR during the period of probation,  
8 report any financial interest which any Respondent or any partners, officers, or owners of any  
9 Respondent facility may have in any other business required to be registered pursuant to Section  
10 9884.6 of the Business and Professions Code.

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

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

28 **Violation of Probation.** If Respondent violates or fails to comply with the terms and

1 conditions of probation in any respect, the Director, after giving notice and opportunity to be  
2 heard may set aside the stay order and carry out the disciplinary order provided in the decision.  
3 Once Respondent is served notice of BAR's intent to set aside the stay, the Director shall maintain  
4 jurisdiction, and the period of probation shall be extended until final resolution of the matter.

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

14 **Cost Recovery.** Respondent shall pay the Bureau \$ 6,576.00 for the reasonable costs of the  
15 investigation and enforcement of case Number 79/19-7843. Respondent shall make 48 equal  
16 monthly installments in the amount of \$137.00, with the first payment due on the effective date of  
17 the decision and the last payment due no later than 12 months before probation terminates.  
18 Respondent shall make payment by check or money order payable to the Bureau of Automotive  
19 Repair and shall indicate on the check or money order that it is for cost recovery payment for case  
20 No. 79/19-7843. Any order for payment of cost recovery shall remain in effect whether or not  
21 probation is tolled. Probation shall not terminate until full cost recovery payment has been made.  
22 BAR reserves the right to pursue any other lawful measures in collecting on the costs ordered and  
23 past due, in addition to taking action based upon the violation of probation.

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

28 **License Surrender.** Following the effective date of a decision that orders a stay of

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

### 13 ACCEPTANCE

14 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
15 discussed it with my attorney, Michael B. Levin, Esq. I understand the stipulation and the effect it  
16 will have on my Automotive Repair Dealer Registration, and Smog Check, Test Only, Station  
17 License, and STAR Station Certification. I enter into this Stipulated Settlement and Disciplinary  
18 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order  
19 of the Director of the Department of Consumer Affairs.

20  
21 DATED: November 3, 2020

Signed Copy on File

22 STEVEN THOMAS BRENTANO, DBA POWAY  
23 SMOG  
24 *Respondent*

1 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully  
2 discussed it with my attorney, Michael B. Levin, Esq. I understand the stipulation and the effect  
3 it will have on my Smog Check Inspector License and Smog Check Repair Technician License. I  
4 enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and  
5 intelligently, and agree to be bound by the Decision and Order of the Director of the Department  
6 of Consumer Affairs.

7  
8 DATED: November 3, 2020 Signed Copy on File  
9 ROBERT SOUHEL HOUSHAN  
10 *Respondent*

11 I have read and fully discussed with Respondent Steven Thomas Brentano, dba Poway  
12 Smog and Respondent Robert Souhel Houshan, the terms and conditions and other matters  
13 contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and  
14 content.

15  
16 DATED: November 3, 2020 Signed Copy on File  
17 MICHAEL B. LEVIN, ESQ.  
18 *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: November 3, 2020

Respectfully submitted,

XAVIER BECERRA  
Attorney General of California  
JAMES M. LEDAKIS  
Supervising Deputy Attorney General

Signed Copy on File

DIANE DE KERVOR  
Deputy Attorney General  
*Attorneys for Complainant*

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