

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

In the Matter of Accusation Against:

LYMAN LUM JUNG, MEMBER, KLK VENTURES, LLC dba F1 STAR SMOG

2517 El Camino Real

Santa Clara, CA 95051

Mailing Address:

1234 Church St.

San Francisco, CA 94043

Automotive Repair Dealer Registration No. ARD 288331

Smog Check Test Only Station License No. TC 288331

and

RICHARD MORALES, JR.

86 N. Claremont Ave.

San Jose, CA 95127

Smog Check Inspector No. EO 639687

Respondents.

Case No. 79/18-18405

OAH No. 2020030733

DECISION

The attached Stipulated Settlement and Disciplinary Order as to Lyman Lum Jung, Member, KLK Ventures, LLC dba F1 Star Smog 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 December 15, 2020.

DATED: Nov. 3, 2020

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:

14 **LYMAN LUM JUNG, Member,**
15 **KLK VENTURES, LLC DBA F1 STAR SMOG**
16 **2517 El Camino Real**
Santa Clara, CA 95051

17 **Mailing Address:**
18 **1234 Church St**
San Francisco, CA 94043

19 **Automotive Repair Dealer Registration No. ARD 288331**
Smog Check, Test Only, Station License No. TC 288331

20 **RICHARD MORALES JR.**
21 **86 N. Claremont Ave.**
San Jose, CA 95127

22 **Smog Check Inspector License No. EO 639687**

23
24 Respondents.

Case No. 79/18-18405

OAH No. 2020030733

**STIPULATED
SETTLEMENT AND
DISCIPLINARY ORDER
AS TO LYMAN LUM
JUNG, Member, KLK
VENTURES, LLC DBA F1
STAR SMOG ONLY**

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

1 **PARTIES**

2 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
3 (Bureau). He brought this action solely in his official capacity and is represented in this matter by
4 Xavier Becerra, Attorney General of the State of California, by Joshua D. Johnson, Deputy
5 Attorney General.

6 2. Respondent KLK Ventures, LLC, doing business as F1 Star Smog; Lyman Lum Jung,
7 Member (collectively Respondent) is representing itself in this proceeding and has chosen not to
8 exercise its right to be represented by counsel.

9 3. On or about August 23, 2017, the Bureau issued Automotive Repair Dealer
10 Registration Number ARD 288331 (ARD Registration) to Respondent. The ARD Registration
11 was in full force and effect at all times relevant to the charges brought herein and will expire on
12 August 31, 2021, unless renewed.

13 4. On or about September 12, 2017, the Bureau issued Smog Check, Test Only, Station
14 License Number TC 288331 to Respondent. The Smog Check, Test Only, Station License was in
15 full force and effect at all times relevant to the charges brought herein and will expire on August
16 31, 2021, unless renewed.

17 **JURISDICTION**

18 5. Accusation No. 79/18-18405 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 on November 22, 2019. Respondent timely filed its Notice of Defense
21 contesting the Accusation.

22 6. A copy of Accusation No. 79/18-18405 is attached as exhibit A and incorporated
23 herein by reference.

24 **ADVISEMENT AND WAIVERS**

25 7. Respondent has carefully read, and understands the charges and allegations in
26 Accusation No. 79/18-18405. Respondent has also carefully read, and understands the effects of
27 this Stipulated Settlement and Disciplinary Order.

28 8. Respondent is fully aware of its legal rights in this matter, including the right to a

1 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
2 its own expense; the right to confront and cross-examine the witnesses against them; the right to
3 present evidence and to testify on its own behalf; the right to the issuance of subpoenas to compel
4 the attendance of witnesses and the production of documents; the right to reconsideration and
5 court review of an adverse decision; and all other rights accorded by the California
6 Administrative Procedure Act and other applicable laws.

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

9 **CULPABILITY**

10 10. Respondent admits the truth of each and every charge and allegation in Accusation
11 No. 79/18-18405.

12 11. Respondent agrees that its Automotive Repair Dealer Registration is subject to
13 discipline and agrees to be bound by the Director's probationary terms as set forth in the
14 Disciplinary Order below.

15 **CONTINGENCY**

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

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

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 \$3,960.00
8 for the reasonable costs of the investigation and enforcement of case No. 79/18-18405.
9 Respondent shall make such payment in 36 equal monthly installments of \$110 beginning on the
10 effective date of the decision. Respondent shall make payment by check or money order payable
11 to the Bureau of Automotive Repair and shall indicate on the check or money order that it is for
12 cost recovery payment for case No. 79/18-18405. Any order for payment of cost recovery shall
13 remain in effect whether or not probation is tolled. Probation shall not terminate until full cost
14 recovery payment has been made. BAR reserves the right to pursue any other lawful measures in
15 collecting on the costs ordered and past due, in addition to taking action based upon the violation
16 of probation.

17 10. **Completion of Probation.** Upon successful completion of probation, Respondent's
18 affected registration and/or license will be fully restored or issued without restriction, if
19 Respondent meets all current requirements for registration or licensure and has paid all
20 outstanding fees, 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. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 288331 issued
7 to Respondent is suspended for 15 consecutive days beginning on the effective date of the
8 Decision and Order. Smog Check, Test Only, Station License Number TC 288331 issued to
9 Respondent is suspended for 15 consecutive days beginning on the effective date of the Decision
10 and Order.

11 **ACCEPTANCE**

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

17
18 DATED: 9/20/2020

Copy of Signature on File

19 KLK VENTURES, LLC., DBA F1 STAR SMOG;
20 LYMAN LUM JUNG, MEMBER.

Respondent

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ENDORSEMENT

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

DATED: 9/21/2020

Respectfully submitted,

XAVIER BECERRA
Attorney General of California
CHAR SACHSON
Supervising Deputy Attorney General

Copy of Signature on File
JOSHUA D. JOHNSON
Deputy Attorney General
Attorneys for Complainant

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