**BEFORE THE DIRECTOR OF THE**

**DEPARTMENT OF CONSUMER AFFAIRS**

**BUREAU OF AUTOMOTIVE REPAIR**

**STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

**GERARDO GARCIA, dba G STREET SMOG CHECK**

122 South G St. #B

Perris, CA 92570

Automotive Repair Dealer Registration No. ARD 307992

Smog Check Test Only Station License No. TC 307992

**GERARDO GARCIA**

22080 Cajalco Rd.

Perris, CA 92520

Smog Check Inspector License No. EO 644217

Respondents.

Case No. 79/24-22189

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OAH No. 2025090356

**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 June 26, 2026.

IT IS SO ORDERED May 18, 2026.

Original signature on file
GRACE ARUPO RODRIGUEZ
Assistant Deputy Director
Legal Affairs Division
Department of Consumer Affairs

ROB BONTA
Attorney General of California
GREGORY J. SALUTE
Supervising Deputy Attorney General
MICHAEL M. KARIMI
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*Attorneys for Complainant*

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

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| In the Matter of the Accusation Against:<br><br>**GERARDO GARCIA, DBA G STREET SMOG CHECK**<br>**1122 South G St #B**<br>**Perris, CA 92570**<br><br>**Automotive Repair Dealer Registration No. ARD 307992**<br>**Smog Check, Test-Only Station License No. TC 307992**<br><br>**and**<br><br>**GERARDO GARCIA**<br>**22080 Cajalco Road**<br>**Perris, CA 92520**<br><br>**Smog Check Inspector No. EO 644217**<br><br>Respondent. | Case No. 79/24-22189<br><br>OAH No. 2025090356<br><br>**STIPULATED SETTLEMENT AND DISCIPLINARY ORDER** |

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

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## PARTIES

1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair (Bureau). He brought this action solely in his official capacity and is represented in this matter by Rob Bonta, Attorney General of the State of California, by Michael M. Karimi, Deputy Attorney General.

2. Gerardo Garcia, dba G Street Smog Check (Respondent) is represented in this proceeding by attorney Frank C. Brucculeri, Esq., whose address is 34221 Golden Lantern, Suite 203, Dana Point, CA 92629.

3. On or about January 11, 2024, the Bureau issued Automotive Repair Dealer Registration No. ARD 307992 to Gerardo Garcia, dba G Street Smog Check. The Automotive Repair Dealer Registration was in full force and effect at all times relevant to the charges brought in Accusation No. 79/24-22189 and will expire on January 31, 2027, unless renewed.

4. On or about January 29, 2024, the Bureau issued Smog Check, Test-Only Station License Number TC 307992 to Gerardo Garcia, dba G Street Smog Check. The Smog Check, Test-Only Station License was in full force and effect at all times relevant to the charges brought in Accusation No. 79/24-22189 and will expire on January 31, 2027, unless renewed.

5. On or about March 13, 2023, the Bureau issued Smog Check Inspector License Number EO 644217 to Gerardo Garcia. The Smog Check Inspector License was in full force and effect at all times relevant to the charges brought herein and will expire on October 31, 2026, unless renewed.

## JURISDICTION

6. Accusation No. 79/24-22189 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 July 8, 2025. Respondent timely filed his Notice of Defense contesting the Accusation.

7. A copy of Accusation No. 79/24-22189 is attached as Exhibit A and incorporated herein by reference.

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## ADVISEMENT AND WAIVERS

8. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 79/24-22189. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

9. 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.

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

## CULPABILITY

11. Respondent admits the truth of each and every charge and allegation in Accusation No. 79/24-22189.

12. Respondent understands that by signing this stipulation he enables the Director to issue his order accepting the revocation of Respondent's Smog Check, Test-Only Station License, without further process.

13. Respondent agrees that his Automotive Repair Dealer Registration and Smog Check Inspector License are each subject to discipline and agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

## CONTINGENCY

14. This stipulation shall be subject to approval by the Director or the Director's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Bureau of Automotive Repair may communicate directly with the Director and staff of the Department of Consumer Affairs regarding this stipulation and settlement, without notice to or participation by Respondent or Respondent's counsel. By signing the stipulation, Respondent understands and

agrees that Respondent may not withdraw his agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

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

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

17. 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 Smog Check, Test-Only Station License No. TC 307992, issued to Respondent Gerardo Garcia, dba G Street Smog Check, is revoked and accepted by the Bureau.

1. The revocation of Respondent's Smog Check, Test-Only Station License, and the acceptance of the revoked license by the Bureau shall constitute the imposition of discipline against Respondent. This stipulation and order constitutes a record of the discipline and shall become a part of Respondent's license history with the Bureau.

2. Respondent shall lose all rights and privileges as an Automotive Repair Dealer and Smog Check, Test-Only Station in California as of the effective date of the Director's Decision and Order.

3. Respondent shall cause to be delivered to the Bureau his pocket license and, if one was issued, his wall certificates on or before the effective date of the Decision and Order.

4. If Respondent ever applies for licensure or petitions for reinstatement in the State of California, the Bureau shall treat it as a new application for licensure. Respondent must comply with all the laws, regulations and procedures for licensure in effect at the time the application or petition is filed, and all of the charges and allegations contained in Accusation No. 79/24-22189 shall be deemed to be true, correct and admitted by Respondent when the Director determines whether to grant or deny the application or petition.

5. Respondent may not petition for reinstatement of a revoked license/registration for one year from the effective date of the Director's Decision and Order. Respondent shall pay the agency its costs of investigation and enforcement in the amount of $5,040.00 prior to issuance of a new or reinstated license.

IT IS FURTHER HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 307992, issued to Respondent Gerardo Garcia, dba G Street Smog Check, and Smog Check Inspector License No. EO 644217, issued to Respondent Gerardo Garcia, are each 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. **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 maintaining compliance with the terms and conditions of probation.

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

Section 9884.6 of the Business and Professions Code.

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

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

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

7. **Maintain Valid License.** Respondent shall, at all times while on probation, maintain a current and active Automotive Repair Dealer Registration and a current and active Smog Check Inspector License with BAR, including any period during which suspension or probation is tolled. If Respondent's registration or license is expired at the time the decision becomes effective, the registration or license must be renewed by Respondent within 30 days of that date. If

Respondent's registration or license expires during a term of probation, by operation of law or otherwise, then upon renewal Respondent's registration or license shall be subject to any and all terms and conditions of probation not previously satisfied. Failure to maintain a current and active registration and/or license during the period of probation shall also constitute a violation of probation.

8. **Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair $5,040.00 for the reasonable costs of the investigation and enforcement of case No. 79/24-22189. Respondent shall make such payment as follows: forty-eight (48) consecutive monthly payments of $105.00 with the first such payment being due on or before the effective date of the Decision and Order. Any agreement for a scheduled payment plan shall require full payment to be completed no later than twelve (12) months before probation terminates. Respondent shall make payment by check or money order payable to the Bureau of Automotive Repair and shall indicate on the check or money order that it is for cost recovery payment for case No. 79/24-22189. Any order for payment of cost recovery shall remain in effect whether or not probation is tolled. Probation shall not terminate until full cost recovery payment has been made. BAR reserves the right to pursue any other lawful measures in collecting on the costs ordered and past due, in addition to taking action based upon the violation of probation.

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

10. **License Surrender.** Following the effective date of a decision that orders a stay of invalidation or revocation, if Respondent ceases business operations or is otherwise unable to satisfy the terms and conditions of probation, Respondent may request that the stay be vacated. Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right to evaluate the Respondent's request and to exercise discretion whether to grant the request or take any other action deemed appropriate or reasonable under the circumstances. Upon formal granting of the request, the Director will vacate the stay order and carry out the disciplinary order

provided in the decision. Respondent may not petition the Director for reinstatement of the surrendered registration and/or license, or apply for a new registration or license under the jurisdiction of BAR at any time before the date of the originally scheduled completion of probation. If Respondent applies to BAR for a registration or license at any time after that date, Respondent must meet all current requirements for registration or licensure and pay all outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

**ACCEPTANCE**

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney Frank C. Brucculeri, Esq. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration, Smog Check, Test-Only Station License, and Smog Check Inspector License. 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: 4/24/26 Original signature on file

GERARDO GARCIA,
DBA G STREET SMOG CHECK
*Respondent*

I have read and fully discussed with Respondent Gerardo Garcia, dba G Street Smog Check the terms and conditions and other matters contained in this Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 4/24/26 Original signature on file

FRANK C. BRUCCULERI, ESQ.
*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: 4/24/26

Respectfully submitted,

ROB BONTA
Attorney General of California
ERIN M. SUNSERI
Supervising Deputy Attorney General

ORIGINAL SIGNATURE ON FILE

MICHAEL M. KARIMI
Deputy Attorney General
*Attorneys for Complainant*

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