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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. 77/16-19

14 **QUIK SMOG AND REPAIR**
15 **PELIN SINAG, OWNER**
16 **3725 San Leandro Street**
Oakland, CA 94601

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

17 **Automotive Repair Dealer Registration No.**
ARD 259315
18 **Smog Check Station License No. RC 259315**
19 **Brake Station License No. BS 259315**
Lamp Station License No. RC 259315

20 **UGUR UZUNSOY**
21 **5200 Telegraph Ave.**
Oakland, CA 94609

22 **1927 Dwight Way #202**
23 **Berkeley, CA 94704**

24 **Smog Check Inspector License No. EO**
630349
25 **Brake Adjuster No. BA 630349**
26 **Lamp Adjuster No. LA 30349**
27
28

1 **ERSIN AYDIN**
2 **245 29TH Street #1**
3 **Oakland, CA 94611**

4 **Smog Check Inspector License No.**
5 **EO633613**
6 **Smog Check Repair Technician License No.**
7 **EI 633613**

Respondents.

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

10 **PARTIES**

11 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
12 (Bureau). He brought this action solely in his official capacity and is represented in this matter by
13 Xavier Becerra, Attorney General of the State of California, by Maretta Ward, Deputy Attorney
14 General.

15 2. Respondent Quik Smog and Repair; Pelin Sinag, Owner; Ugur Uzunsoy and Ersin
16 Aydin (Respondent) is represented in this proceeding by attorney Michael B. Levin, the Law
17 Office of Michael B. Levin, 3727 Camino del Rio South, Suite 200, San Diego, CA 92108.

18 **Automotive Repair Dealer Registration**

19 3. On or about September 2, 2009, the Bureau of Automotive Repair issued Automotive
20 Repair Dealer Registration Number ARD 259315 to Quik Smog and Repair, Pelin Sinag, Owner
21 (Respondent Quik Smog and Repair). The Automotive Repair Dealer Registration was in full
22 force and effect at all times relevant to the charges brought herein and will expire on June 30,
23 2020, unless renewed.

24 **Smog Check Station License**

25 4. On or about December 1, 2010, the Bureau of Automotive Repair issued Smog Check
26 Test and Repair Station License Number RC 259315 to Respondent Quik Smog and Repair. The
27 Smog Check Test and Repair Station License was in full force and effect at all times relevant to
28 the charges brought herein and was cancelled on June 30, 2018.

1 **Star Station Certification**

2 5. On or about January 2, 2013, the Bureau of Automotive Repair issued STAR Station
3 Certificate to Respondent Quik Smog and Repair. The STAR Station Certificate was in full force
4 and effect at all times relevant to the charges brought herein.

5 **Lamp Station License**

6 6. On or about March 16, 2011, the Bureau of Automotive Repair issued Lamp Station
7 License Number LS 259315, Class A, to Respondent Quik Smog and Repair. The Lamp Station
8 License was in full force and effect at all times relevant to the charges brought herein and will
9 expire on June 30, 2020, unless renewed.

10 **Brake Station License**

11 7. On or about March 16, 2011, the Bureau of Automotive Repair issued Brake Station
12 License Number BS 259315, Class C, to Respondent Quik Smog and Repair. The Brake Station
13 License was in full force and effect at all times relevant to the charges brought herein and will
14 expire on June 30, 2020, unless renewed.

15 **Smog Check Inspector License**

16 8. On or about July 24, 2012, the Bureau of Automotive Repair issued Smog Check
17 Inspector License Number EO 630349 to Ugur Uzunsoy (Respondent Uzonsoy). The Smog
18 Check Inspector License was in full force and effect at all times relevant to the charges brought
19 herein and will expire on July 31, 2020, unless renewed.

20 **Brake Adjuster License**

21 9. On or about November 5, 2012, the Bureau of Automotive Repair issued Brake
22 Adjuster License Number BA 630349, Class A, to Respondent Uzonsoy. The Brake Adjuster
23 License was in full force and effect at all times relevant to the charges brought herein and will
24 expire on July 31, 2022.

25 **Lamp Adjuster License**

26 10. On or about February 4, 2013, the Bureau of Automotive Repair issued Lamp
27 Adjuster License Number LA 630349, Class A, to Respondent Uzonsoy. The Lamp Adjuster
28

1 License was in full force and effect at all times relevant to the charges brought herein and will
2 expire on July 31, 2022.

3 **Smog Check Inspector License**

4 11. On or about May 6, 2013, the Bureau of Automotive Repair issued Smog Check
5 Inspector License Number EO 633613 to Ersin Aydin (Respondent Aydin). The Smog Check
6 Inspector License was in full force and effect at all times relevant to the charges brought herein
7 and expired on April 30, 2019.

8 **Smog Check Repair Technician License**

9 12. On or about May 6, 2013, the Bureau of Automotive Repair issued Smog Check
10 Repair Technician License Number EI 633613 to Respondent Aydin. The Smog Check Repair
11 Technician License was in full force and effect at all times relevant to the charges brought herein
12 and expired on April 30, 2019.

13 **JURISDICTION**

14 13. Accusation No. 77/16-19 was filed before the Director of the Department of
15 Consumer Affairs (Bureau), for the Bureau of Automotive Repair, and is currently pending
16 against Respondent. The Accusation and all other statutorily required documents were properly
17 served on Respondent on November 6, 2019. Respondent timely filed his Notice of Defense
18 contesting the Accusation.

19 14. A copy of Accusation No. 77/16-19 is attached as Exhibit A and incorporated herein
20 by reference.

21 **ADVISEMENT AND WAIVERS**

22 15. Respondents have carefully read, fully discussed with counsel, and understand the
23 charges and allegations in Accusation No. 77/16-19. Respondents have also carefully read, fully
24 discussed with counsel, and understand the effects of this Stipulated Settlement and Disciplinary
25 Order.

26 16. Respondents are fully aware of their legal rights in this matter, including the right to a
27 hearing on the charges and allegations in the Accusation; the right to confront and cross-examine
28 the witnesses against him; the right to present evidence and to testify on their own behalves; the

1 right to the issuance of subpoenas to compel the attendance of witnesses and the production of
2 documents; the right to reconsideration and court review of an adverse decision; and all other
3 rights accorded by the California Administrative Procedure Act and other applicable laws.

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

6 **CULPABILITY**

7 18. Respondents admit the truth of each and every charge and allegation in Accusation
8 No. 77/16-19.

9 19. Respondents agree that their Automotive Repair Dealer Registration, Smog Check
10 Station License, Brake Station License, Lamp Station License, Smog Check Inspector License,
11 Brake Adjuster License, Lamp Adjuster License, Smog Check Inspector License and Smog
12 Check Repair Technician license are subject to discipline and each agrees to be bound by the
13 Director's probationary terms as set forth in the Disciplinary Order below.

14 **CONTINGENCY**

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

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

22. 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.

23. 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 259315, Smog Check Test and Repair Station License No. RC 25931, Brake Station License No. BS 259315 and Lamp Station License No LA 259315. issued, to Quik Smog and Repair, Pelin Sinag, Owner are revoked. However, the revocation is stayed and Respondent is placed on probation for five (5) years on the noted terms and conditions:

IT IS FURTHER ORDERED that Smog Check Technician License No. EO 630349 and Brake Adjuster License No. BA 630349 and Lamp Adjuster License No. LA 30349 issued to Respondent Uzonsoy are here by revoked. However, the Smog Check Technician License is placed on probation for five (5) years on the noted terms and conditions.

IT IS ALSO FURTHER ORDERED that Smog Check Repair Technician License No. EO633313 and Smog Check Repair Technician License No. EI 633613 are revoked. However, the licenses are placed on probation for five (5) years on the noted 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.

1 7. **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 8. **Cost Recovery.** Respondents shall pay the Bureau of Automotive Repair \$14,400.00
11 for the reasonable costs of the investigation and enforcement of Case No. 77/16-19. Respondents
12 shall make such payment as follows: \$300 per month for 48 months beginning thirty days after
13 the effective date of the decision. The payment plan shall require full payment to be completed
14 no later than twelve (12) months before probation terminates. Respondents shall make payment
15 by check or money order payable to the Bureau of Automotive Repair and shall indicate on the
16 check or money order that it is for cost recovery payment for Case No. 77/16-19. Any order for
17 payment of cost recovery shall remain in effect whether or not probation is tolled. Probation shall
18 not terminate until full cost recovery payment has been made. BAR reserves the right to pursue
19 any other lawful measures in collecting on the costs ordered and past due, in addition to taking
20 action based upon the violation of probation. Costs shall be joint and several.

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

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

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

10 **11. Notification to Employer** - (*Applicable to Smog Check technicians/inspectors, and*
11 *lamp and brake adjusters only*): When performing services that fall within the scope of his or her
12 license, Respondent shall provide each of his or her current or future employers a copy of the
13 decision and the underlying Accusation or Statement of Issues before commencing employment.
14 Notification to Respondent's current employer shall occur no later than the effective date of the
15 decision. Respondent shall submit to BAR, upon request, satisfactory evidence of compliance
16 with this term of probation.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration, and Smog Check Test and Repair Station License, Brake Station License and Lamp Station 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: 12/9/2020

Signed Copy on File

QUIK SMOG AND REPAIR; PELIN SINAG,
OWNER; UGUR UZUNSOY; ERSIN AYDIN
Respondent

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney. I understand the stipulation and the effect it will have on my Smog Check Inspector License, Brake Adjuster License, Lamp Adjuster 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: 12/9/2020

Signed Copy on File

UGUR UZUNSOY
Respondent

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney. I understand the stipulation and the effect it will have on my Smog Check Inspector and Smog Check Repair Technician. 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: 12/9/2020 Signed Copy on File

ERSIN AYDIN
Respondent

I have read and fully discussed with Respondents Quik Smog and Repair; Pelin Sinag, Owner; Ugur Uzunsoy; Ersin Aydin the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 12/9/2020 Signed Copy on File

MICHAEL B. LEVIN, ESQ.
Attorney for Respondent

ENDORSEMENT

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

DATED: 12/9/2020

Respectfully submitted,

XAVIER BECERRA
Attorney General of California
JOSHUA A. ROOM
Supervising Deputy Attorney General

Signed Copy on File

MARETTA WARD
Deputy Attorney General
Attorneys for Complainant

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

In the Matter of the Accusation Against:

Case No. 77/16-19

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**Smog Check Inspector License No.
EO633613
Smog Check Repair Technician License No.
EI 633613**

Respondents.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Director of the Department of Consumer Affairs and the Bureau of Automotive Repair as the Decision and Order in the above entitled matter.

This Decision shall become effective on April 28, 2021.

It is so ORDERED March 8, 2021.

Signature on File

FOR THE DIRECTOR OF THE DEPARTMENT OF
CONSUMER AFFAIRS
BUREAU OF AUTOMOTIVE REPAIR