

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

In the Matter of the Accusations Against:

JON KAYAJIAN dba SMOG STOP & REPAIR

8370 Sunland Blvd.

Sun Valley, CA 91352

Automotive Repair Dealer Registration No. ARD 278017

Smog Check Station License No. RC 278017, Star Certified

Lamp Station License No. LS 278017, Class A

Brake Station License No. BS 278017, Class C

and

JON KAYALIAN

8346 Clybourn Avenue

Sun Valley, CA 91352

Smog Check Inspector License No. EO 636082

Smog Check Repair Technician License No. EI 636082

Brake Adjuster License BA 636082, Class C

Lamp Adjuster License No. LA 636082, Class A

Respondents.

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Case No. 79/18-5104

OAH No. 2019070176

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 August 18, 2020.

DATED: July 10, 2020

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

1 XAVIER BECERRA
Attorney General of California
2 SHAWN P. COOK
Supervising Deputy Attorney General
3 MARIO CUAHUTLE
Deputy Attorney General
4 State Bar No. 305067
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 269-6615
6 Facsimile: (916) 731-2126
Attorneys for Complainant
7

8 **BEFORE THE**
9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. 79/18-5104

13
14 **JON KAYAJIAN DBA SMOG STOP &**
15 **REPAIR**
16 **8370 Sunland Blvd.**
Sun Valley, CA 91352

OAH No. 2019070176

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

17 **Automotive Repair Dealer Registration No.**
ARD 278017
18 **Smog Check Station License No. RC 278017**
STAR Station Certified
19 **Lamp Station License No. LS 278017, Class**
20 **A**
Brake Station License No. BS 278017, Class
21 **C**

22 **and**

23 **JON KAYAJIAN**
24 **8346 Clybourn Ave.**
Sun Valley, CA 91352

25 **Smog Check Inspector License No. EO**
26 **636082**
27 **Smog Check Repair Technician License No.**
EI 636082
28 **Brake Adjuster License No. BA 636082,**

1 **Class C**
2 **Lamp Adjuster License No. LA 636082,**
3 **Class A**

Respondents.

4
5 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
6 entitled proceedings that the following matters are true:

7 **PARTIES**

8 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
9 (Bureau). He brought this action solely in his official capacity and is represented in this matter by
10 Xavier Becerra, Attorney General of the State of California, by Mario Cuahutle, Deputy Attorney
11 General.

12 **Jon Kayajian dba Smog Stop & Repair**

13 2. Respondent Jon Kayajian dba Smog Stop & Repair (Respondent) is represented in
14 this proceeding by attorney William D. Ferreira, Esq., whose address is: 555 California Street,
15 Suite 4925, San Francisco, CA 94104.

16 3. On or about September 29, 2014, the Bureau issued Automotive Repair Dealer
17 Registration No. ARD 278017 to Respondent. The Automotive Repair Dealer Registration was
18 in full force and effect at all times relevant to the charges brought in Accusation No. 79/18-5104,
19 and will expire on September 30, 2020, unless renewed.

20 4. On or about September 24, 2015, the Bureau issued Smog Check Station License No.
21 RC 278017 to Respondent. The Smog Check Station License was in full force and effect at all
22 times relevant to the charges brought in Accusation No. 79/18-5104, and will expire on
23 September 30, 2020, unless renewed.

24 5. On or about October 2, 2015, the Bureau of Automotive Repair issued STAR Station
25 Certification to Respondent. The STAR Station certification will remain active unless the
26 Automotive Repair Dealer registration and/or Smog Check Station license is revoked, canceled,
27 licenses become delinquent or certification is invalidated.

1 6. On or about September 21, 2015, the Bureau of Automotive Repair issued Lamp
2 Station License Number LS 278017 to Jon Kayajian dba Smog Stop & Repair. The Lamp Station
3 License was in full force and effect at all times relevant to the charges brought herein and will
4 expire on September 30, 2020, unless renewed.

5 7. On or about September 24, 2015, the Bureau of Automotive Repair issued Brake
6 Station License Number BS 278017 to Jon Kayajian dba Smog Stop & Repair. The Brake
7 Station License was in full force and effect at all times relevant to the charges brought herein and
8 will expire on September 30, 2020, unless renewed.

9 **Jon Kayajian**

10 8. On or about September 27, 2013, the Bureau of Automotive Repair issued Smog Check
11 Inspector License Number EO 636082 to Jon Kayajian (Respondent Kayajian). The Smog Check
12 Inspector License was in full force and effect at all times relevant to the charges brought herein and
13 will expire on June 30, 2021, unless renewed.

14 9. On or about November 13, 2017, the Bureau of Automotive Repair issued Smog Check
15 Repair Technician License Number EI 636082 to Respondent Kayajian. The Smog Check Repair
16 Technician License was in full force and effect at all times relevant to the charges brought herein
17 and will expire on June 30, 2021, unless renewed.

18 10. On or about May 21, 2015, the Bureau of Automotive Repair issued Brake Adjuster
19 License Number BA 636082 to Respondent Kayajian. The Brake Adjuster License was in full
20 force and effect at all times relevant to the charges brought herein and will expire on June 30, 2022,
21 unless renewed.

22 11. On or about July 13, 2015, the Bureau of Automotive Repair issued Lamp Adjuster
23 License Number LA 636082 to Respondent Kayajian. The Lamp Adjuster License was in full force
24 and effect at all times relevant to the charges brought herein but expired on June 30, 2019, and was
25 cancelled on August 4, 2019.

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1 **JURISDICTION**

2 12. Accusation No. 79/18-5104 was filed before the Director, and is currently pending
3 against Respondent. The Accusation and all other statutorily required documents were properly
4 served on Respondent on May 2, 2019. Respondent timely filed his Notice of Defense contesting
5 the Accusation.

6 13. A copy of Accusation No. 79/18-5104 is attached as exhibit A and incorporated
7 herein by reference.

8 **ADVISEMENT AND WAIVERS**

9 14. Respondent has carefully read, fully discussed with counsel, and understands the
10 charges and allegations in Accusation No. 79/18-5104. Respondent has also carefully read, fully
11 discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary
12 Order.

13 15. Respondent is fully aware of his legal rights in this matter, including the right to a
14 hearing on the charges and allegations in the Accusation; the right to confront and cross-examine
15 the witnesses against him; the right to present evidence and to testify on his own behalf; the right
16 to the issuance of subpoenas to compel the attendance of witnesses and the production of
17 documents; the right to reconsideration and court review of an adverse decision; and all other
18 rights accorded by the California Administrative Procedure Act and other applicable laws.

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

21 **CULPABILITY**

22 17. Respondent admits the truth of each and every charge and allegation in Accusation
23 No. 79/18-5104.

24 18. Respondent agrees that only his Automotive Repair Dealer Registration, Smog Check
25 Station under SB 33, Smog Check Inspector License and Smog Check Repair Technician
26 Licenses are subject to discipline and he agrees to be bound by the Director's probationary terms
27 as set forth in the Disciplinary Order below.

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CONTINGENCY

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

13 20. 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 21. 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 22. 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:

DISCIPLINARY ORDER

25
26 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 278017,
27 Smog Check Station License No. RC 278017, Smog Check Inspector License No. EO 636082
28 and Smog Check Repair Technician License No. EI 636082 issued to Respondent Jon Kayajian

1 dba Smog Stop & Repair are all revoked. However, the revocation is stayed and Respondent is
2 placed on probation for four (4) years on the following terms and conditions.

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

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

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

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

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

1 reduction of this probationary period or to any period of actual suspension not previously
2 completed. Tolling is not available if business or work relevant to the probationary license or
3 registration is conducted or performed during the tolling period.

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

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

18 **8. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$3,151.56
19 for the reasonable costs of the investigation and enforcement of case No. 79/18-5104. Any
20 agreement for a scheduled payment plan shall require full payment to be completed no later than
21 six (6) months before probation terminates. Respondent shall make payment by check or money
22 order payable to the Bureau of Automotive Repair and shall indicate on the check or money order
23 that it is for cost recovery payment for case No. 79/18-5104. Any order for payment of cost
24 recovery shall remain in effect whether or not probation is tolled. Probation shall not terminate
25 until full cost recovery payment has been made. BAR reserves the right to pursue any other
26 lawful measures in collecting on the costs ordered and past due, in addition to taking action based
27 upon the violation of probation.

28 **9. Completion of Probation.** Upon successful completion of probation, Respondent's

1 affected registration and/or license will be fully restored or issued without restriction, if
2 Respondent meets all current requirements for registration or licensure and has paid all
3 outstanding fees, monetary penalties, or cost recovery owed to BAR.

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

17 11. **Training Course.** During the period of probation, Respondent shall attend and
18 successfully complete a BAR-specified and -approved training course in inspection, diagnosis
19 and/or repair of emission systems failures and engine performance, applicable to the class of
20 license held by the Respondent. Respondent shall provide to the Bureau proof of enrollment in
21 the course within 30 days of the effective date of the decision, and proof of successful course
22 completion within 180 days of the effective date of the decision. Failure to provide proof of
23 enrollment and/or successful course completion to the Bureau within the timeframes specified
24 shall constitute a violation of probation, and Respondent shall be prohibited from issuing any
25 certificate of compliance or noncompliance until such proof is received.

ACCEPTANCE

26
27 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
28 discussed it with my attorney, William D. Ferreira, Esq. I understand the stipulation and the effect

1 it will have on my Automotive Repair Dealer Registration, and Smog Check Station License, and
2 STAR Station Certified. I enter into this Stipulated Settlement and Disciplinary Order voluntarily,
3 knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of
4 Consumer Affairs.

5
6 DATED: May 27, 2020 signed copy on file
7 JON KAYAJIAN DBA SMOG STOP & REPAIR
8 Respondent

9 I have read and fully discussed with Respondent Jon Kayajian dba Smog Stop & Repair the
10 terms and conditions and other matters contained in the above Stipulated Settlement and
11 Disciplinary Order. I approve its form and content.

12 DATED: May 27, 2020 signed copy on file
13 WILLIAM D. FERREIRA, ESQ.
14 Attorney for Respondent

15 **ENDORSEMENT**

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

18 DATED: May 28, 2020

18 Respectfully submitted,
19 XAVIER BECERRA
20 Attorney General of California
21 SHAWN P. COOK
22 Supervising Deputy Attorney General

23 /s/
24 MARIO CUAHUTLE
25 Deputy Attorney General
26 Attorneys for Complainant

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