

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

In the Matter of the Accusations and Petitions to Revoke Probation Against:
**CHEVREM CORPORATION dba CLEAR BLUE TEST ONLY SMOG STATION; FAITH
TEKIN, PRESIDENT**

2850 Crow Canyon Rd.

San Ramon, CA 94583

Automotive Repair Dealer Registration No. ARD 241700

Smog Check Test Only Station License No. TC 241700

**CHEVREM CORPORATION dba EL CERRITO TEST ONLY CENTER; FAITH TEKIN,
PRESIDENT**

10439 San Pablo Ave. Unit A

El Cerrito, CA 94530

Mailing Address:

P.O. Box 3587

Oakland, CA 94601

Automotive Repair Dealer Registration No. ARD 258902

Smog Check Test Only Station License No. TC 258902

and

CHEVREM CORPORATION dba FREMONT SMOG; FAITH TEKIN, PRESIDENT

35900 Fremont Blvd.

Fremont, CA 94536

Mailing Address:

121 Diamond Court

Hercules, CA 94547

Automotive Repair Dealer Registration No. ARD 244942

Smog Check Test Only Station License No. TC 244942

SHAHZAD MARK

5 The Trees Drive

Concord, CA 94518

Smog Check Inspector License No. EO 136985

Respondents.

///

///

///

///

Case No. 79/21-13696; 79/22-3185; 79/22-7685

DECISION

The attached Proposed Decision of the Administrative Law Judge 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 be effective on October 4, 2023.

IT IS SO ORDERED this 15th day of August, 2023.

Rodriguez,
GraceArupo@DCA

Digitally signed by Rodriguez,
GraceArupo@DCA
Date: 2023.08.15 16:30:38
-07'00'

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

1 ROB BONTA
Attorney General of California
2 CHAR SACHSON
Supervising Deputy Attorney General
3 JUSTIN R. SURBER
Deputy Attorney General
4 State Bar No. 226937
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 355-5437
6 Facsimile: (415) 703-5480
Attorneys for Complainant
7

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

11 In the Matter of the Accusations and Petitions to Revoke
12 Probation Against:

Case Nos. 79/21-13696; 79/22-
3185; 79/22-7685

13 **CHEVREM CORPORATION**
14 **DBA CLEAR BLUE TEST ONLY SMOG STATION**
Fatih Tekin, President
15 2850 Crow Canyon Road
San Ramon, CA 94583

**STIPULATED SETTLEMENT
AND DISCIPLINARY ORDER**

16 Automotive Repair Dealer No. ARD 241700 Smog
17 Check Station License No. TC 241700

18 **CHEVREM CORPORATION**
19 **DBA EL CERRITO TEST ONLY CENTER**
Fatih Tekin, President
20 10439 San Pablo Ave. Unit A
El Cerrito, CA 94530

21 Mailing Address
PO Box 3587
22 Oakland, CA 94601

23 Automotive Repair Dealer No. ARD258902
Smog Check Station License No. TC258902

24 **CHEVREM CORPORATION**
25 **DBA FREMONT SMOG**
Fatih Tekin, President
26 35900 Fremont Blvd.
Fremont, CA 94536
27
28

Mailing Address

**121 Diamond Court
Hercules, CA 94547**

**Automotive Repair Dealer No. ARD244942
Smog Check Station License No. TC244942**

SHAHZAD MARK

**5 The Trees Drive
Concord, CA 94518**

Smog Check Inspector (EO) License No. EO 136985

Respondents.

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

PARTIES

1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair (Bureau). He brought these actions solely in his official capacity and is represented in this matter by Rob Bonta, Attorney General of the State of California, by Justin R. Surber, Deputy Attorney General.

2. Respondent Shahzad Mark (Respondent Mark) and Respondent Chevrem Corporation (Respondent Chevrem) dba Clear Blue Test Only Smog Station, dba El Cerrito Test Only Center, and dba Fremont Smog and are represented in this proceeding by attorney William Ferreira, whose address is: 580 California Street, Ste. 1200 San Francisco California 94104

3. On or about January 1, 2005, the Bureau issued Automotive Repair Dealer Registration No. ARD 241700 to Respondent Chevrem dba Clear Blue Test Only Smog Station. Fatih Tekin is president of Respondent. The Automotive Repair Dealer Registration will expire on September 30, 2023, unless renewed.

4. On or about February 16, 2016, the Bureau issued Smog Check, Test Only, Station License No. TC 241700 to Respondent Chevrem dba Clear Blue Sky. The Smog Check, Test

1 Only, Station License will expire on September 30, 2023, unless renewed. On or About January
2 8, 2013, smog check station was certified as a STAR Station.

3 5. On or about July 28, 2009, the Bureau issued Automotive Repair Dealer Registration
4 No. ARD 258902 to Respondent Chevrem dba El Cerrito Test Only Center. The Automotive
5 Repair Dealer Registration expired on March 31, 2023, and has not been renewed.

6 6. On or about August 6, 2009, the Bureau issued Smog Check, Test Only, Station
7 License No. TC 258902 to Respondent Chevrem dba El Cerrito Test Only Center. The Smog
8 Check, Test Only, Station License expired on March 31, 2023, and has not been renewed. In
9 2013, this smog check station was certified as a STAR Station.

10 7. On or about November 11, 2006, the Bureau issued Automotive Repair Dealer
11 Registration No. ARD 244942 to Respondent Chevrem. The Automotive Repair Dealer
12 Registration will expire on April 30, 2023, unless renewed. The "doing business as" or "DBA"
13 name for Fremont Smog was formerly Clear Blue Test Only Smog Station 2 and was changed to
14 Fremont Smog in June 2021.

15 8. On or about November 11, 2006, the Bureau issued Smog Check, Test Only, Station
16 License No. TC 244942 to Respondent dba Fremont Smog. The Smog Check, Test Only, Station
17 License will expire on April 30, 2023, unless renewed. In 2013, this smog check station was
18 certified as a STAR Station.

19 9. In 2003, the Director issued Advanced Emission Specialist Technician License
20 Number EA 136985 to Respondent Mark. Respondent's advanced emission specialist technician
21 license expired and was cancelled on January 31, 2013. Pursuant to California Code of
22 Regulations, title 16, section 3340.28, subdivision (e), the license was renewed, pursuant to
23 Respondent Mark's election, as Smog Check Inspector License EO 136985.¹ Respondent's Smog
24 Check Inspector License will expire on January 31, 2025, unless renewed.

25
26
27 ¹ Effective August 1, 2012, California Code of Regulations, title 16, section 3340.28,
28 3340.29 and 3340.30 were amended to implement a license restructure from the Advanced
Emission Specialist Technician (EA) license and Basic Area (EB) Technician license to Smog
Check Inspector (EO) license and and/or Smog Check Repair Technician (EI) license.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7

8
9
10
11
12

13
14
15
16
17

18
19
20
21
22

23

24
25
26
27

1 15. Respondents are fully aware of their legal rights in these matters, including the right
2 to a hearing on the charges and allegations in the Accusations and Petitions to Revoke Probation;
3 the right to confront and cross-examine the witnesses against them; the right to present evidence
4 and to testify on their own behalf; the right to the issuance of subpoenas to compel the attendance
5 of witnesses and the production of documents; the right to reconsideration and court review of an
6 adverse decision; and all other rights accorded by the California Administrative Procedure Act
7 and other applicable laws.

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

10 CULPABILITY

11 17. Respondent Chevrem and Respondent Mark admit the truth of each and every charge
12 and allegation in Accusation and Petition to Revoke Probation No. 79/21-13696.

13 18. Respondent Chevrem admits the truth of each and every charge and allegation in
14 Accusation and Petition to Revoke Probation No. 79/22-3185.

15 19. Respondent Chevrem admits the truth of each and every charge and allegation in
16 Accusation and Petition to Revoke Probation No. 79/22-7685.

17 20. Respondent Chevrem agrees that his Automotive Repair Dealer Registrations and
18 Smog Check Station Licenses are subject to discipline and agrees to be bound by the Director's
19 probationary terms as set forth in the Disciplinary Order below.

20 21. Respondent Mark agrees that his Smog Check Inspector License is subject to
21 discipline and agrees to be bound by the Director's probationary terms as set forth in the
22 Disciplinary Order below.

23
24 22. Respondent Chevrem is aware and agrees that once the probation order imposing
25 discipline on its Automotive Repair Dealer Registrations and Smog Check Station Licenses
26 become final and non-appealable pursuant to the order below, cause will exist to suspend
27 Respondent's STAR Certifications pursuant to California Code of Regulations, Title 16, section
28 3392.3, subdivision (a)(5).

1 **CONTINGENCY**

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

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

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

21 26. In consideration of the foregoing admissions and stipulations, the parties agree that
22 the Director may, without further notice or formal proceeding, issue and enter the following
23 Disciplinary Order:

24 **DISCIPLINARY ORDERS**

25 27. **IT IS HEREBY ORDERED** that the probation imposed against Respondent
26 Chevrem dba Clear Blue Test Only Smog Station, El Cerrito Test Only, and Fremont Test Only
27 on April 21 2021, in the cases entitled "In the Matter of the Accusations Against Chevrem
28 Corporation, et al., Case Nos. 79/17-1195, 79/17-1998, 79/17-1999, 79/17-1202, 79/17-1224,

1 79/17-1226, and 79/17-1229,” is hereby extended for an additional two years on the same terms
2 and conditions with the exception of costs as described below. This extension only applies to
3 Respondent’s registrations/station licenses at Clear Blue Test Only Smog Station, El Cerrito Test
4 Only, and Fremont Test Only. The probationary period that began on or about April, 2021, and
5 was scheduled to end on or about April 21, 2026, will now end on or about April 21, 2028, unless
6 there are intervening circumstances extending and/or tolling probation as described in the
7 Bureau’s probationary terms.

8 **IT IS HEREBY ORDERED** that the probation imposed against Respondent Mark on May
9 25, 2021, in the case entitled “In the Matter of the Accusation Against Chevrem Corporation, et
10 al., Case No. 79/17-1202” is hereby extended for an additional two years on the same terms and
11 conditions with exception of costs as described below. The probationary period that began on or
12 about May 25, 2021, and was continued by the pleading filed in this matter will now end two
13 years after the effective date of the decision and order, unless there are intervening circumstances
14 extending and/or tolling probation as described in the Bureau’s probationary terms.

15 **IT IS HEREBY ORDERED** that Respondent Chevrem shall pay the Bureau of
16 Automotive Repair an additional \$8,488.65 for the reasonable costs of the investigation and
17 enforcement in these matters. These costs are in addition to the costs ordered in “In the Matter of
18 the Accusations Against Chevrem Corporation, et al., Case Nos. 79/17-1195, 79/17-1998, 79/17-
19 1999, 79/17-1202, 79/17-1224, 79/17-1226, and 79/17-1229.”

20 The additional costs are to be paid in 18 monthly payments. The first 17 monthly payments
21 shall be \$471.59 and the final payment shall be \$471.62. Respondents shall make payment by
22 check or money order payable to the Bureau of Automotive Repair and shall indicate on the
23 check or money order that it is for cost recovery payment for case Nos. 79/21-13696; 79/22-3185;
24 79/22-7685. Any order for payment of cost recovery shall remain in effect whether or not
25 probation is tolled. Probation shall not terminate until full cost recovery payment has been made.
26 BAR reserves the right to pursue any other lawful measures in collecting on the costs ordered and
27 past due, in addition to taking action based upon the violation of probation.
28

1 The monthly payments in this paragraph shall commence after the current monthly payment
2 plan ordered in "the Matter of the Accusations Against Chevrem Corporation, et al., Case Nos.
3 79/17-1195, 79/17-1998, 79/17-1999, 79/17-1202, 79/17-1224, 79/17-1226, and 79/17-1229"
4 ends in the 48th month of probation. The costs ordered in this paragraph shall begin on the 49th
5 month of probation.

6 **IT IS HEREBY ORDERED** that Respondent Mark shall pay the Bureau of Automotive
7 Repair \$2,500.00 for the reasonable costs of the investigation and enforcement in these matters.
8 Costs are to be paid in 18 monthly payments. The first 17 monthly payments shall be \$138.88
9 and the final payment shall be \$139.04. Respondent Mark shall make payment by check or
10 money order payable to the Bureau of Automotive Repair and shall indicate on the check or
11 money order that it is for cost recovery payment for case Nos. 79/21-13696. Any order for
12 payment of cost recovery shall remain in effect whether or not probation is tolled. Probation shall
13 not terminate until full cost recovery payment has been made. BAR reserves the right to pursue
14 any other lawful measures in collecting on the costs ordered and past due, in addition to taking
15 action based upon the violation of probation. Costs shall begin the in the month following the
16 effective date of this decision and order.

17 **IT IS HEREBY ORDERED** that the STAR Certifications of Smog Check Station License
18 No. TC 241700, Smog Check Station License No. TC 258902, Smog Check Station License No.
19 TC 244942, all issued to Respondent Chevrem Corporation, are hereby suspended under the
20 following terms and conditions:

21 1. Suspension. Respondent's STAR certifications shall be suspended for a period of 60
22 consecutive days beginning on the effective date of the Decision and Order. During the period of
23 suspension, Respondent shall cease advertising as a STAR station and shall cover or remove all
24 STAR signage. During the period of suspension, Respondent shall not perform any repairs under
25 the Consumer Assistance Program.

26 2. Automatic Reinstatement. Upon successful completion of the 60-day suspension,
27 Respondent's STAR Certifications shall be fully restored without reapplication for a STAR
28 certification.

3. Posting of Sign. During the period of suspension, Respondent shall prominently post a sign or signs, provided by BAR, indicating the beginning and ending dates of the suspension and indicating the reason for the suspension. The sign or signs shall be conspicuously displayed in a location or locations open to and frequented by customers. The location(s) of the sign(s) shall be approved by BAR and shall remain posted during the entire period of actual suspension.

4. Other than as set forth above in paragraph 1, above, the continued probationary order issued to Respondent Shahzad Mark shall not be further cause for STAR Certification suspension at any station at which Respondent Shahzad Mark is now employed or may be employed in the future.

ACCEPTANCE

I am the President of Respondent Chevrem Corporation. I have the authority to enter this stipulation on behalf of Chevrem Corporation and bind Chevrem Corporation to its terms. I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, William Ferreira. I understand the stipulation and the effect it will have on Chevrem Corporation's Automotive Repair Dealer Registrations and Smog Check Test Only Station Licenses. Chevrem Corporation enters into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agrees to be bound by the Decision and Order of the Director of the Department of Consumer Affairs.

DATED: 5/12/23

FATIH TEKIN
As President of and on behalf of
CHEVREM CORPORATION,
Respondent

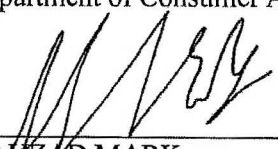
ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, William Ferreira. I understand the stipulation and the effect it will have on my Smog Check Inspector License. I enter into this Stipulated Settlement and

1 Disciplinary Order voluntarily, knowingly, and intelligently, and agrees to be bound by the
2 Decision and Order of the Director of the Department of Consumer Affairs.

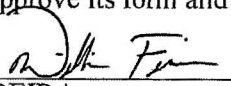
3 5-12-2023

4 DATED: _____


5 SHAHZAD MARK
Respondent

6 I have read and fully discussed with Fatih Tekin, president of Respondent Chevrem
7 Corporation, and Shahzad Mark the terms and conditions and other matters contained in the
8 above Stipulated Settlement and Disciplinary Order. I approve its form and content.

9 DATED: 5-13-2023


10 WILLIAM FERREIRA
Attorney for Respondent

11
12 **ENDORSEMENT**

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

15
16 DATED: _____

Respectfully submitted,

17 ROB BONTA
Attorney General of California
18 CHAR SACHSON
Supervising Deputy Attorney General
19

20
21 JUSTIN R. SURBER
Deputy Attorney General
22 Attorneys for Complainant
23
24
25

26 SF2022400194
43672012.docx
27
28

1 Disciplinary Order voluntarily, knowingly, and intelligently, and agrees to be bound by the
2 Decision and Order of the Director of the Department of Consumer Affairs.

3
4 DATED: _____

5 SHAHZAD MARK
6 Respondent

7 I have read and fully discussed with Fatih Tekin, president of Respondent Chevrem
8 Corporation, and Shahzad Mark the terms and conditions and other matters contained in the
9 above Stipulated Settlement and Disciplinary Order. I approve its form and content.

10 DATED: _____

11 WILLIAM FERREIRA
12 Attorney for Respondent

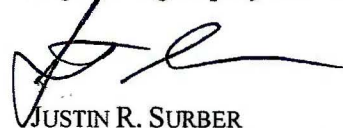
13 **ENDORSEMENT**

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

16 DATED: 5/17/23

17 Respectfully submitted,

18 ROB BONTA
19 Attorney General of California
20 CHAR SACHSON
21 Supervising Deputy Attorney General

22 

23 JUSTIN R. SURBER
24 Deputy Attorney General
25 Attorneys for Complainant

26 SF2022400194
27 43672012.docx
28