

**BEFORE THE DIRECTOR
DEPARTMENT OF CONSUMER AFFAIRS
BUREAU FOR PRIVATE POSTSECONDARY EDUCATION
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

CAMINO REAL CAREER SCHOOLS; DAVID CHIN, OWNER

13674 East Valley Blvd.

La Puente, CA 91746

Institution Code: 70800849

BPPE Case No.: BPPE21-719

OAH Case No.: 2024110894

Respondent.

DECISION AND ORDER

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 become effective on July 18, 2025.

It is so ORDERED June 16, 2025.

"Original Signature on File"

RYAN MARCROFT
DEPUTY DIRECTOR, LEGAL AFFAIRS DIVISION
DEPARTMENT OF CONSUMER AFFAIRS

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PROPOSED DECISION

Ji-Lan Zang, Administrative Law Judge (ALJ), Office of Administrative Hearings, State of California, heard this matter on March 18 and 19, 2025, by videoconference.

Blaine A. Noblett, Deputy Attorney General, represented complainant Deborah Cochrane, Chief of the Bureau for Private Postsecondary Education (Bureau), Department of Consumer Affairs.

Rajpal Dhillon, Attorney at Law, represented Camino Real Career Schools (respondent), which appeared through its sole owner, David Chin (Chin).

This matter was consolidated with the *In the Matter of the Statement of Issues Against Camino Real Career Schools*, case number BPPE24-1060, OAH case number 2025020769. However, pursuant to California Code of Regulations, title 1, section 1016, subdivision (d), the proposed decision for the Statement of Issues (SOI PD) and this proposed decision for the Accusation are issued separately for these consolidated matters.

Oral and documentary evidence was received. Complainant moved to amend the Accusation to clarify certain student initials used in the pleading. The ALJ held the record open until March 19, 2025, for complainant to submit a copy of the Amended Accusation, and until March 21, 2025, for respondent to raise any objections to the Amended Accusation. Complainant timely filed the Amended Accusation, which was marked for identification as Exhibit 52. Respondent raised no objections to the amendments. The record was closed, and these consolidated matters were submitted for decision on March 21, 2025.

On April 15, 2025, the ALJ reopened the record to request additional briefing for reasons that are discussed in the preamble to the SOI PD. Parties submitted supplemental briefing and written objections by April 30, 2025. The ALJ re-closed the record, and these consolidated matters were submitted for decision on April 30, 2025.

FACTUAL FINDINGS

Jurisdictional Matters

1. On or about January 5, 2016, the Bureau issued an Approval to Operate an Institution Non-Accredited, Institution Code Number 70800849, to respondent,

which is solely owned by Chin. The Approval to Operate an Institution Non-Accredited expired on January 4, 2021, and has not been renewed.

2. On January 8, 2021, respondent filed an application (Application) to renew its Approval to Operate an Institution Non-Accredited. On September 19, 2024, the Bureau denied respondent's Application. Respondent appealed the Bureau's denial of its Application on September 27, 2024. The appeal is the subject of the SOI PD, which is issued with this proposed decision concurrently.

3. On November 5, 2024, complainant filed the Accusation in her official capacity. Respondent timely filed a Notice of Defense and a Request for Hearing. All jurisdictional requirements have been met.

Background

4. Respondent is a school that teaches adult commercial driving. The Bureau has approved respondent to provide commercial driving programs in Class A and B (tractor-trailer and bus), Class A (tractor-trailer only), and Class Bp (bus only) courses. (Ex. 3, p. A25.) Respondent is not approved to provide distance education or courses in languages other than English. (*Ibid.*)

5. On December 9, 2021, the Bureau received an anonymous complaint that respondent was fraudulently using workers compensation vouchers. (Ex. 23.) On December 12, 2022, Bureau Special Investigator (SI) Matthew Wiggins was assigned to investigate the complaint. On April 18 and September 23, 2023, SI Wiggins, along with other SI's from the Bureau, conducted two separate unannounced site visits during which they interviewed the Campus Director, Alicia Galdino (Galindo), and several students; inspected respondent's premises; and reviewed faculty and student records.

Although the allegations in the anonymous complaint were not substantiated, SI Wiggins found numerous violations which are detailed below.

Prohibited Business Practices

6. SI Wiggins found that the itemization of charges on several agreements signed by students upon their enrollment were inconsistent with respondent's schedule of charges listed in its course catalog, as follows:

A. In 2020, student R.P. (initials are used to identify students and faculty to protect their privacy) signed an enrollment agreement for the Class A program in which the tuition (\$3,218) was inconsistent with that listed in respondent's 2020 catalog (\$3,293). (Ex. 33, p. A955; ex. 43, p. A1165.)

B. In 2021, student J.S.C. signed an enrollment agreement for the Class A and B program in which the total charges (\$5,500) were more than the listed schedule of charges in respondent's 2021 catalog (\$4,397.08). (Ex. 30, p. A825; ex. 44, p. A1185.)

C. In 2022, student R.M. signed an enrollment agreement for the Class A and B program in which he was charged an Entry-Level Driver Training (ELDT) online training fee (\$150) that was not listed in respondent's 2022 catalog; his tuition (\$4,619.25) was more than that listed the catalog (\$3,661); and the total charges he paid (\$5,500) were more than that listed in the catalog (\$4,540). (Ex. 27, p. A707; ex. 45, p. A1206.) Student C.E. signed an enrollment agreement for the Class A and B program in which he was charged an ELDT online training fee (\$150) that was not listed in respondent's 2022 catalog. (Ex. 29, p. A781; ex. 45, p. A1206.) Student J.G. signed an enrollment agreement for the Class A program in which the total charges (\$3,800) were inconsistent with that listed in respondent's 2022 catalog (\$4,030). (Ex. 31, p.

A868; ex. 45, p. A1206.) Student M.C. signed an enrollment agreement for the Class A and B program in which the tuition (\$3,818) was more than that listed in respondent's 2022 catalog (\$3,661) and the registration fee (\$250) was more than that listed in the catalog (\$175). (Ex. 32, p. A937; ex. 45, p. A1206.) Student A.A. signed an enrollment agreement for the Class A and B program in which the tuition (\$3,816) was more than that listed in respondent's 2022 catalog (\$3,661) and the registration fee (\$250) was more than that listed in the catalog (\$175). (Ex. 34, p. A1025; ex. 45, p. A1206.) Student R.I.M. signed an enrollment agreement for the Class A and B program in which the tuition (\$4,216) was more than that listed in respondent's 2022 catalog (\$3,661); the registration fee (\$250) was more than that listed in the catalog (\$175); and the total charges (\$4,900) were more than that listed in the catalog (\$4,540). (Ex. 35, p. A1048; ex. 45, p. A1206.)

D. In 2023, student J.C. signed an enrollment agreement for the Class A program in which he was charged an ELDT online training fee (\$150) that was not listed in respondent's 2023 catalog. (Ex. 28, p. A729; ex. 36, p. A1108.)

7. Each enrollment agreement signed by a student indicates the program's start date and completion date. The enrollment agreement also indicates the period covered by the enrollment agreement, which starts with the date a student is scheduled to start the program and ends with the date the student is expected to complete program. Thus, the program start and completion dates should align with the period covered by the enrollment agreement. However, S.I. Wiggins found that these dates did not align on several enrollment agreements, as follows:

A. Student A.A. signed an enrollment agreement for a Class A and B program that started on March 28, 2022, and finished on March 28, 2023. (Ex. 34, p. A1022.) However, A.A. was not scheduled to start the program until May 9, 2022. (*Ibid.*)

Thus, A.A. missed more than one month of the Class A and B program. Student J.S.C. signed an enrollment agreement for a Class A and B Program that started on May 11, 2021, and finished on May 11, 2022. (Ex. 30, p. A822.) However, J.S.C. was not scheduled to start the program until July 5, 2021. (*Ibid.*) Thus, J.S.C. missed approximately two months of the Class A and B program. Student J.F. signed an enrollment agreement for a Class A and B program that started on June 30, 2021, and finished on June 30, 2022. (Ex. 50, p. A1257.) However, J.F. was not scheduled to start the program until August 2, 2021. (*Ibid.*) Thus, J.F. missed approximately one month of the Class A and B program. Student R.I.M. signed an enrollment agreement for a Class and B program that started on April 22, 2022, and finished on April 22, 2023. (Ex. 35, p. A1045.) However, R.I.M. was not scheduled to start the program until May 16, 2022. (*Ibid.*) Thus, R.I.M. missed approximately one month of the Class A and B program. Student R.M. signed an enrollment agreement for a Class A and B program that started on November 29, 2022, and finished on an unknown date (program completion date was left blank on the enrollment agreement). (Ex. 27, p. A707.) However, R.M. was not scheduled to start the program until January 2, 2023. (*Ibid.*) Thus, R.M. missed approximately one month of the Class A and B program.

B. Students C.E. and J.C. signed enrollment agreements in which their scheduled program start dates and their expected program completion dates were left blank. Thus, there was no indication of the periods covered by the enrollment agreements. (Ex. 28, p. A726; Ex. 29, p. A778.)

8. Respondent's 2023 catalog includes admission policies that require students to have obtained a high school diploma or equivalent and for the student to have passed a National Institute on Drug Abuse (NIDA) five-panel drug test. (Ex. 36, p. A 1098-1099.) However, S.I. Wiggins found respondent did not adhere to its

admissions policies stated in its 2023 catalog when it admitted the following students without documenting the students' eligibility for admission, as follows:

A. Respondent enrolled student J.C. without obtaining J.C.'s high school diploma or equivalent. (Ex. 29.)

B. Respondent enrolled student C.E. without obtaining C.E.'s high school diploma or equivalent and the NIDA five-panel drug testing results. (Ex. 28.)

Changes in Educational Objectives Without Prior Bureau Authorization

9. S.I. Wiggins found respondent made substantive changes to its approval or changed its educational objectives without obtaining prior Bureau, as follows:

A. Respondent maintained student brochures promoting and advertising programs offered in Spanish, Chinese, and Vietnamese, even though the Bureau only approved respondent to offer instruction in English. (Ex. 24, p. A702.)

B. Respondent's student brochures and signage represented that respondent offered a course in forklift training, even though the Bureau has not approved respondent to offer a forklift training program. (Ex. 26, p. A706.)

Failure to Meet Minimum Requirements for Enrollment Agreements

10. The Bureau's laws and regulations set forth minimum requirements for student enrollment agreements. Those minimum requirements include providing to students School Performance Fact Sheets (SPFS), which disclose the school's student graduation rate, rate of employment, and post-employment wage and salary data. (Cal. Code. Regs., tit. 5, § 74112.) The SPFS must be signed by each student and the

school's representative prior to the student's enrollment. (*Ibid.*) Additionally, enrollment agreements must also specify the total charges the student is obligated to pay upon enrollment, the period covered by the enrollment agreement, the scheduled completion date of the program in which the student is enrolled, and a Student Tuition Recovery Fund (STRF) assessment fee (fee paid by the student rendering that student eligible for a refund of tuition in the event the school closes). (Cal. Code. Regs., tit. 5, § 71800.) S.I. Wiggins found several students' enrollment agreements did not meet the minimum requirements under the Bureau's laws and regulations, as follows:

A. Files for students R.M., M.S., and A.A. did not have SPFS's. (Exs. 27, 28, 34.)

B. Respondent provided the incorrect SPFS to several students, sometimes for the wrong program and sometimes for the wrong school year. Specifically, student C.E. signed an incomplete 2020-21 Class A program SPFS, when he in fact enrolled in the Class A and B program. (Ex. 29, p. A815.) Student J.S.C. signed a 2018-19 Class A program SPFS, when he in fact enrolled in the Class A and B program. (Ex. 30, p. A833.) Student R.P. signed a 2016-17 Class A program SPFS, when in fact he enrolled in the Class A program on February 17, 2020, and thus should have signed a 2017-18 SPFS. (Ex. 33, p. A963.) Student R.I.M. signed a 2019-20 Class A program SPFS, when she in fact enrolled in the Class A and B program. (Ex. 35, p. A1072.) Moreover, respondent's representative did not sign the SPFS for students J.C., C.E., J.S.C., J.G., R.P., and R.M. (Ex. 28, p. A769; ex. 29, p. A816; ex. 30, p. A859; ex. 31, p. A890; ex. 33, p. A1014; ex. 35, p. A1071.)

C. The enrollment agreements for students R.M., J.C., C.E., J.S.C., J.G., M.C., R.P., A.A., and R.I.M. did not specify the total charges the student is obligated to

pay upon enrollment. (Ex. 27, p. A708; ex. 28, p. A729; ex. 29, p. A781; Ex. 30, p. A825; Ex. 31, p. A868; ex. 32, p. A937; ex. 33, p. A955; ex. 34, p. A1025; ex. 35, p. A1048.)

D. The enrollment agreements for students J.C. and C.E. did not specify the period covered by the enrollment agreement. (Ex. 28, p. A726; ex. 29, p. A778.)

E. The enrollment agreements for students J.C. and C.E. did not specify the scheduled completion date of the program in which they were enrolled. (Ex. 28, p. A726; ex. 29, p. A778.)

F. The enrollment agreement for student J.G. did not specify the STRF assessment fee in the itemization of charges. (Ex. 31, p. A868.)

Professions Requiring Licensure, Internships

11. When S.I. Wiggins inspected student J.G.'s DMV printout, he found that J.G. suffered a driving under the influence (DUI) conviction in 2015 and his driver's license was suspended from September 2019 to February 2022 due to "excessive blood alcohol level." (Ex. 31, p. A873.) Additionally, respondent's admission policy states that "[i]f applicant has any DUI convictions or more than 3 moving violations on his/her driving record, any Worker's Compensation claims in the last 3 years, felony convictions, back or neck problems, or a non-verifiable work history, he/she must speak to an Admission's Counselor so that we may determine, on an individual basis, whether or not any of the above conditions would prevent the applicant from obtaining a position in the truck driving industry with certain employers." (Ex. 45, p. A1197.) According to S.I. Wiggins, respondent did not document in J.G.'s student file any consultations with an admission counselor to determine whether his DUI conviction would prevent him from obtaining a trucking license. Based on these

documents, S.I. Wiggins concluded that respondent did not research J.G.'s driving history and thus did not exercise reasonable care to determine whether J.G. was eligible to obtain a commercial driver's license.

12. However, on cross-examination, S.I. Wiggins conceded that he has no expertise on whether an applicant with a DUI history may obtain a commercial driver's license. S.I. Wiggins also conceded that J.G. obtained an interim commercial driver's license on August 2, 2022, despite his DUI history. (Ex. 31, p. A926.) S.I. Wiggins also could not cite to any Bureau laws or regulations requiring respondent to document its consultations with students about their DUI history. Under these circumstances, it was not established that respondent failed to exercise reasonable care to determine whether student J.G. was eligible to obtain a commercial driver's license.

Failure to Maintain Required Institutional Records

13. The Bureau's laws and regulations require schools to maintain certain records. Those requirements include maintaining faculty files that document at least three years' worth of experience, education, and training in the subject area of instruction. (Cal. Code. Regs., tit. 5, § 71720.) Schools must also maintain student files that contain written test records of the student's qualification for admission; evidence of student's high school diploma or equivalent; signed SPFS forms; records of dates of enrollment, withdrawal from the institution, leaves of absence, and graduation; and transcripts showing courses or programs that were completed or attempted but not completed, and the date of completion or withdrawal. (Cal. Code. Regs., tit. 5, § 71920.) Additionally, schools are required to maintain student files in a manner that secure them from damage or loss. (Cal. Code. Regs., tit. 5, § 71930.) S.I. Wiggins found several violations of these requirements, as follows:

A. Faculty files for D.C. and W.N. listed no work history. (Ex. 37, p. A1115; ex. 40, p. A1137.) Faculty files for G.F., V.O., and F.P. listed no truck driving experience. (Ex. 38, p. A1119; ex. 41, p. A1138, Ex. 42, p. A1142.) The faculty file for R.F. listed only three months of truck driving experience from March 5, 2021, to July 4, 2021. (Ex. 39, p. A1129.) Thus, there is no evidence that these instructors had at least three years' worth of experience, education, and training in truck driving and were qualified to teach students.

B. Respondent's admission policies require students to have passed a "Department of Transportation (DOT) physical examination," "pass a NIDA 5-panel drug screen test", "present a current driver's license," and "obtain a Department of Motor Vehicle's (DMV) printout." (Ex. 45, pp. A1196-1197.) However, student files for R.M., M.C., and A.A. did not have the DOT physical examination results. (Exs. 27, 32, 34.) Students J.S.C., R.P., and R.I.M. did not complete their DOT physical examinations until after the execution of their enrollment agreements. (Ex. 30, pp. A825, A836; ex. 33, pp. A955, A995; ex. 35, pp. A1048, A1080.) Students R.M., C.E., M.C., R.P., and A.A. did not have written records of their drug screen test results, while students J.S.C. and R.I.M. did not complete their drug tests until after the execution of their enrollment agreements. (Exs. 27, 29, 32, 33, 34; ex. 30, pp. A825, A841; ex. 35, pp. A1048, A1084.) Student J.S.C.'s file did not have a California driver's license, only a California identification card. (Ex. 30, p. A851.) Moreover, student files for R.M., C.E., J.S.C., M.C., R.P., and A.A. did not have DMV printouts of driver history. (Exs. 27, 29, 20, 32, 33, 34.)

C. Respondent's admission policies require students to have graduated from high school, earned a GED, or equivalent. (Ex. 45, p. A1196.) However, student files for R.M., J.C., C.E., J.S.C., J.G., M.C., R.P., A.A., and R.I.M. did not contain documentation of a high school diploma, GED, or equivalent. (Exs. 27, 28, 29, 20, 32, 33, 34.)

D. Student files for R.M., M.C., and A.A. did not contain signed SPFS forms. (Exs. 27, 32, 34.)

E. Students J.S.C. and R.I.M. did not complete their programs and withdrew, but their student files did not contain any dates of withdrawal. (Exs. 30, 35.) Student M.C.'s file, on the other hand, did not contain any date of enrollment. (Ex. 32.)

F. Students J.C. and R.I.M. withdrew from their programs, but their student files failed to contain a document specifying the courses they attempted but had not completed and their dates of withdrawal. (Exs. 32, 35.) Student files for J.G. and R.P. contained a transcript known as a Training Closing Report, but the transcript did not include respondent's website address, as required by the Bureau's regulations. (Ex. 31, p. A925; Ex. 33, p.A1002.) The student file for A.A. did not include a transcript. (Ex. 34.)

G. During both of S.I. Wiggins's on-site visits, he saw student records and files scattered throughout respondent's offices on filing cabinets, left unlocked in other cabinets, and piled on desks. When S.I. Wiggins, requested some student files, respondent was unable to recover them.

Failure to Comply with STRF Requirements

14. S.I. Wiggins found that respondent did not comply with the Bureau's laws and regulations regarding STRF requirements. (Cal. Code. Regs., tit. 5, § 76120, subd. (a).) His findings were as follows:

A. Respondent collected \$13.75 in STRF assessment fees from student R.M. when he signed the enrollment agreement on November 29, 2022. (Ex. 27, p. A708.) The STRF rate in effect at the time was \$2.50 per \$1,000 of institutional charges after rounding to the nearest \$1,000. Respondent charged R.M. a total of \$5,500 in

institutional fees, and, therefore, respondent should have collected \$15 in STRF assessment fees from R.M.

B. Respondent collected \$12 in STRF assessment fees from student C.E. when he signed the enrollment agreement on September 20, 2022. (Ex. 29, p. A 781.) The STRF rate in effect at the time was \$2.50 per \$1,000 of institutional charges after rounding to the nearest \$1,000. Respondent charged a total of \$4,500 in institutional fees, and, therefore, respondent should have collected \$12.50 in STRF assessment fees from the C.E.

C. Respondent collected \$2 in STRF assessment fees from student J.S.C. when he signed the enrollment agreement on May 10, 2021. (Ex. 30, p. A825.) The STRF rate in effect at the time was \$0.50 per \$1,000 of institutional charges after rounding to the nearest \$1,000. Respondent charged a total of \$5,500 in institutional fees, and, therefore, respondent should have collected \$3 in STRF assessment fees from J.S.C.

D. Respondent did not identify the STRF assessment fees on student J.G.'s enrollment agreement, which he signed on April 18, 2022. (Ex. 31, p. A868.) The STRF rate in effect at the time was \$2.50 per \$1,000 of institutional charges after rounding to the nearest \$1,000. Respondent charged a total of \$3,800 in institutional fees, and, therefore, respondent should have collected \$10 in STRF assessment fees from J.G.

E. Respondent collected \$2 in STRF assessment fees from student M.C. when he signed the enrollment agreement on January 12, 2022. (Ex. 31, p. A937.) The STRF rate in effect at the time was \$2.50 per \$1,000 of institutional charges after rounding to the nearest \$1,000. Respondent charged a total of \$4,500 in institutional

fees, and, therefore, respondent should have collected \$12.50 in STRF assessment fees from M.C.

F. Respondent collected \$2 in STRF assessment fees from student A.A. when he signed the enrollment agreement on March 28, 2022. (Ex. 34, p. A1025.) The STRF rate in effect at the time was \$0.50 per \$1,000 of institutional charges after rounding to the nearest \$1,000. Respondent charged a total of \$4,500 in institutional fees, and, therefore, respondent should have collected \$2.50 in STRF assessment fees from A.A.

G. Respondent collected \$2 in STRF assessment fees from student R.I.M. when she signed the enrollment agreement on April 22, 2022. (Ex. 35, p. A1048.) The STRF rate in effect at the time was \$0.50 per \$1,000 of institutional charges after rounding to the nearest \$1,000. Respondent charged a total of \$4,900 in institutional fees, and, therefore, respondent should have collected \$2.50 in STRF assessment fees from R.I.M.

Respondent's Evidence

15. Chin has been respondent's sole owner and president since 1996. He runs respondent's day-to-day operations and makes all personnel hiring or firing decisions.

16. At the hearing, Chin testified that in 2019, he began to suffer debilitating back pain that affected his day-to-day ability to sleep and walk. Beginning in 2021, Chin was no longer able to manage or supervise respondent's operations due to his condition. He was on pain killers, and in Chin's own words, he "mentally was not in a good place." Chin went to work occasionally, but not full time. He passed on the duty of running respondent's day-to-day operations to Galindo, whom Chin trusted because she had worked with Chin for 30 years.

17. According to Chin, his physicians eventually diagnosed him with major stenosis, a narrowing and calcification of the vertebra which can potentially cause paralysis. Chin underwent a first surgery for this condition in July 2023. The surgery lasted 10 hours, and he was not discharged from the hospital until four days later. During his recovery, Chin wore a collar for four months, and he could not bathe, feed, or drive by himself. Recovery was arduous, and Chin was still debilitated by pain. In February 2024, Chin underwent a second surgery for a slipped disc in the back and pinched nerves. Chin felt better after this second surgery, and he returned to work in January 2025.

18. Chin stated he has changed his business practices. Although Chin did not fire Galindo, Chin testified he had a "long talk" with her. Chin, not Galindo, now reviews all student enrollment agreements and other documentation. Chin has changed respondent's signage and brochures to show that respondent no longer offers forklifting as a course and that all courses are offered in English only. (Exs. F & L.) Chin presented resumes from respondent's current instructors, which show that they have a minimum of three years of experience in truck driving. (Ex. H.) Chin has changed respondent's admission policy such that a high school diploma is no longer a requirement. (Ex. D.)

19. Chin presented two letters of gratitude from students who expressed their satisfaction with their experiences with respondent's program. (Ex. I.) Respondent is also the recipient of several awards from Los Angeles County and the California Governor for its work in helping veterans to return to the work force. (Ex. J.)

20. Chin averred that respondent never defrauded any students. Students who enrolled in respondent's program got the training they paid for, and sometimes more, because respondent's staff usually accompanied students to DMV driving tests

even after they failed the exam. Chin testified that respondent has done as much as possible to help its students to obtain gainful employment and live better lives.

Recovery Costs

21. Complainant submitted evidence of the costs of investigation and enforcement of this matter, summarized as follows: 65.25 hours of legal services at rates ranging from \$205 to \$220 per hour for a subtotal of \$14,854.50; and 60.25 hours of investigative services at the rate of \$113 per hour for a subtotal of \$6,638.75. The total costs of investigation and enforcement of this matter are \$21,493.25. Respondent did not present any evidence regarding its ability to pay recovery costs.

LEGAL CONCLUSIONS

Burden and Standard of Proof

1. Respondent's Approval to Operate is a nonprofessional license because it does not require the extensive educational, training, or testing requirements as does a professional license. (See *Mann v. Department of Motor Vehicles* (1999) 76 Cal.App.4th 312, 319; *San Benito Foods v. Veneman* (1996) 50 Cal.App.4th 1889, 1894.) Any person may apply to the Bureau for an Approval to Operate. (Ed. Code § 94816.) To impose discipline on respondent's nonprofessional Approval to Operate, complainant must prove cause for discipline by a preponderance of the evidence. (*Imports Performance v. Department of Consumer Affairs, Bureau of Automotive Repair* (2011) 201 Cal.App.4th 911, 916–917; Evid. Code, §115.) "Preponderance of the evidence means evidence that has more convincing force than that opposed to it.' (citations). . . . The sole focus of the legal definition of 'preponderance' in the phrase 'preponderance of the evidence' is on the quality of the evidence. The quantity of evidence presented by

each side is irrelevant." (*Glage v. Hawes Firearms Co.* (1990) 226 Cal.App.3d 314, 324–325, emphasis in original.)

Causes for Discipline

2. The Bureau may revoke an institution's approval to operate if the institution has committed "repeated violations" of the law governing private postsecondary educational institutions, and if those violations "have resulted, or may result, in harm to students." (Ed. Code, § 94937, subd. (a)(2).)

3. Cause exists to subject respondent to disciplinary action under Education Code sections 94937, subdivision (a)(2), and 94897, subdivisions (j)(3) and (u), in that respondent engaged in prohibited business practices. (Factual Findings 6 to 8.)

4. Cause exists to subject respondent to disciplinary action under Education Code sections 94937, subdivision (a)(2), 94893, and 94894, subdivisions (a) and (g), in that respondent made substantive changes to its approval or changed its educational objectives without obtaining prior Bureau authorization. (Factual Finding 9.)

5. Cause exists to subject respondent to disciplinary action under Education Code sections 94937, subdivision (a)(2), 94902, 94910, 94911, 94912, and 94929.5, and California Code of Regulations, title 5, sections 71800 and 74112, in that respondent did not meet the minimum requirements for its student enrollment agreements. (Factual Finding 10.)

6. Cause does not exist to subject respondent to disciplinary action under Education Code sections 94937, subdivision (a)(2), and 94905, subdivision (a). It was not established that respondent failed to exercise reasonable care to determine

whether student J.G. was eligible to obtain a commercial driver's license. (Factual Findings 11 to 12.)

7. Cause exists to subject respondent to disciplinary action under Education Code sections 94937, subdivision (a)(2), 94900, and 94900.5, and California Code of Regulations, title 5, sections 71720, 71920, and 71930, in that respondent failed to maintain complete and accurate institutional records. (Factual Finding 13.)

8. Cause exists to subject respondent to disciplinary action under Education Code sections 94937, subdivision (a)(2), and California Code of Regulations, title 5, section 76120, subdivision (a), in that respondent failed to collect the correct STRF assessment fee. (Factual Finding 14.)

Disposition

9. The Bureau has authority to issue probationary approvals to operate. (Ed. Code, §§ 94933, 94937.) However, respondent committed numerous violations of the Bureau's laws and regulations. Although some of these violations are minor in nature, many of them are serious in nature and either have resulted, or may result, in harm to the students. Among the more serious violations, many students paid more charges than that listed in respondent's schedule of charges. Many of the faulty were not qualified to teach truck driving, as they either did not have any, or had less than three years of experience, in truck driving. Many students did not have the DOT physical examinations or drug screenings before enrollment, which could have rendered them ineligible for commercial driver's licenses. Additionally, many students were assessed the incorrect STRF fee, which could have made it difficult for these students to recover their tuitions if the institution shut down.

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10. Chin blamed these violations on Galindo, because she was in charge while respondent underwent two separate surgeries for debilitating back pain. However, Chin is respondent's sole owner and president. He may not relinquish his responsibilities, and he remains liable for Galindo's acts in his absence. As the Appellate Court explained in *Rob-Mac, Inc v. Department of Motor Vehicles* (1983) 148 Cal.App.3d 793, 797:

[t]he owner of a license is obligated to see that the license is not used in violation of the law. (*Ford Dealers Assn. v. Department of Motor Vehicles* (1982) 32 Cal.3d 347, 360). "If a licensee elects to operate his business through employees he must be responsible to the licensing authority for their conduct in the exercise of his license and he is responsible for the acts of his agents or employees done in the course of his business in the operation of the license." (*Arenstein v. California State Bd. of Pharmacy* (1968) 265 Cal.App.2d 179, 192.)

11. Chin presented some evidence of rehabilitation, showing that he no longer offers courses in forklifting and in languages other than English. Respondent's current faculty appears to be qualified instructors with a minimum of three years of experience in truck driving. Chin also presented some character evidence with letters from former students and awards from the community commending respondent's programs. Nevertheless, considering the number and severity of respondent's violations and the potential harm to its students, revocation of its Approval to Operate is warranted.

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12. A private postsecondary education institution found to have committed a violation of the statutes and regulations governing such institutions may be required to pay the Bureau the reasonable costs of its investigation and prosecution of the case. (Bus. & Prof. Code, § 125.3; Ed. Code, § 94937, subd. (c).) As set forth in Finding 21, the total costs in this matter were \$21,493.25.

13. In *Zuckerman v. State Board of Chiropractic Examiners* (2002) 29 Cal.4th 32, the California Supreme Court set forth the standards by which a licensing board must exercise its discretion to reduce or eliminate cost awards, to ensure that the board does not deter licensees with potentially meritorious claims from exercising their administrative hearing rights. The court held that a licensing board requesting reimbursement for costs relating to a hearing must consider the licensee's "subjective good faith belief" in the merits of his position and whether the licensee has raised a "colorable challenge" to the proposed discipline. (*Id.* at p. 45.) The board also must consider whether the licensee will be "financially able to make later payments." (*Ibid.*) Last, the board may not assess full costs of investigation and enforcement when it has conducted a "disproportionately large investigation." (*Ibid.*)

14. Respondent did not present any evidence of his ability to pay. However, given that one of the six causes for discipline was not established, and respondent raised a colorable challenge to that cause, the reasonable costs of recovery should be reduced by one-sixth to \$17,911.

ORDER

1. Approval to Operate an Institution Non-Accredited, Institution Code Number 70800849, issued to Camino Real Career School, is revoked.

2. Within 90 days of the effective date of this Decision, respondent Camino Real Career School shall pay the Bureau \$17,911 to reimburse the Bureau for its reasonable enforcement costs.

DATE: **05/28/2025**

Ji-Lan Zang

JI-LAN ZANG

Administrative Law Judge

Office of Administrative Hearings