

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

In the Matter of the Accusation Against:

OSCAR R. SERRANO dba BLESSES AUTO REPAIR

7025 S. Broadway

Los Angeles, CA 90003

1140 W. 84th Place

Los Angeles, CA 90044

Automotive Repair Dealer Registration No. ARD 225814

Smog Check Station License No. RC 225814

SANTOS TOMAS AMAYA

7025 S. Broadway

Los Angeles, CA 90003

Smog Check Inspector License No. EO 634577

Smog Check Repair Technician License No. EI 634577

Respondents.

Case No. 79/21-6482

OAH No. 2022030853

DECISION

The attached Stipulated Settlement and Disciplinary Order as to Oscar R. Serrano dba Blesses Auto Repair only 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 March 15, 2023.

DATED: Feb. 1, 2023



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

1 ROB BONTA
Attorney General of California
2 KIM KASRELIOVICH
Supervising Deputy Attorney General
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7

8 **BEFORE THE**
9 **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. 79/21-6482

14 **OSCAR R. SERRANO DBA BLESSES**
15 **AUTO REPAIR**

OAH No. 2022030853

16 7025 S. Broadway
Los Angeles, CA 90003

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER AS TO OSCAR
R. SERRANO DBA BLESSES AUTO
REPAIR**

17 1140 W. 84th Place
18 Los Angeles, CA 90044

19 Automotive Repair Dealer Registration No.
ARD 225814

20 Smog Check Test Only Station License No.
RC 225814

21 **SANTOS TOMAS AMAYA**

22 7025 S. Broadway
23 Los Angeles, CA 90003

24 Smog Check Inspector License No.
EO 634577

25 Smog Check Repair Technician No.
EI 634577
26

27 Respondents.
28

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

3 **PARTIES**

4 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
5 (Bureau). He brought this action solely in his official capacity and is represented in this matter by
6 Rob Bonta, Attorney General of the State of California, by Nancy Calero, Deputy Attorney
7 General.

8 2. Respondent Oscar R. Serrano dba Blesses Auto Repair (Respondent) is represented in
9 this proceeding by attorney William Ferreira, whose address is: 580 California Street, Suite 1200
10 San Francisco, CA 94104.

11 3. In 2003, the Bureau issued Automotive Repair Dealer Registration No. ARD 225814
12 to Respondent. The Automotive Repair Dealer Registration was in full force and effect at all
13 times relevant to the charges brought in Accusation No. 79/21-6482, and will expire on January
14 31, 2023, unless renewed.

15 4. On or about March 17, 2003, the Bureau issued Smog Check Station License No. RC
16 225814 to Respondent. The Smog Check Station License was in full force and effect at all times
17 relevant to the charges brought in Accusation No. 79/21-6482, and will expire on January 31,
18 2023, unless renewed.

19 5. On or about May 23, 2013, Blesses Auto Repair was certified as a STAR Station.
20 This certification will remain unless the Automotive Repair Dealer Registration and/or Smog
21 Check Station License is revoked, canceled, licenses become delinquent or the certification is
22 invalidated.

23 **JURISDICTION**

24 6. Accusation No. 79/21-6482 was filed before the Director of the Department of
25 Consumer Affairs (Director), and is currently pending against Respondent. The Accusation and
26 all other statutorily required documents were properly served on Respondent on January 14, 2022.
27 Respondent timely filed his Notice of Defense contesting the Accusation.
28

1 7. A copy of Accusation No. 79/21-6482 is attached as exhibit A and incorporated
2 herein by reference.

3 **ADVISEMENT AND WAIVERS**

4 8. Respondent has carefully read, fully discussed with counsel, and understands the
5 charges and allegations in Accusation No. 79/21-6482. Respondent has also carefully read, fully
6 discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary
7 Order.

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

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

16 **CULPABILITY**

17 11. Respondent admits the truth of each and every charge and allegation in Accusation
18 No. 79/21-6482.

19 12. Respondent agrees that his Automotive Repair Dealer Registration and Smog Check
20 Test and Repair License is subject to discipline and he agrees to be bound by the Director's
21 probationary terms as set forth in the Disciplinary Order below.

22 **CONTINGENCY**

23 13. This stipulation shall be subject to approval by the Director or the Director's designee.
24 Respondent understands and agrees that counsel for Complainant and the staff of the Bureau of
25 Automotive Repair may communicate directly with the Director and staff of the Department of
26 Consumer Affairs regarding this stipulation and settlement, without notice to or participation by
27 Respondent or his counsel. By signing the stipulation, Respondent understands and agrees that he
28 may not withdraw his agreement or seek to rescind the stipulation prior to the time the Director

1 considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and
2 Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for
3 this paragraph, it shall be inadmissible in any legal action between the parties, and the Director
4 shall not be disqualified from further action by having considered this matter.

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

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

14 16. In consideration of the foregoing admissions and stipulations, the parties agree that
15 the Director may, without further notice or formal proceeding, issue and enter the following
16 Disciplinary Order:

17 **DISCIPLINARY ORDER**

18 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 225814
19 and Smog Check Station License No. RC 225814 issued to Respondent Oscar R. Serrano dba
20 Blesses Auto Repair are revoked. However, the revocations are stayed and Automotive Repair
21 Dealer Registration No. ARD 225814 and Smog Check Station License No. RC 225814 are
22 placed on probation for five (5) years on the following terms and conditions:

23 1. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 225814 and
24 Smog Check Station License No. RC 225814 issued to Respondent, are suspended for seven (7)
25 consecutive days beginning on the effective date of the Decision and Order.

26 2. **Obey All Laws.** During the period of probation, Respondent shall comply with all
27 federal and state statutes, regulations and rules governing all Bureau registrations and licenses
28 held by Respondent.

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

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

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

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

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

1 which Respondent is not residing or engaging in business within the jurisdiction of California
2 shall not apply to the reduction of this probationary period or to any period of actual suspension
3 not previously completed. Tolling is not available if business or work relevant to the probationary
4 license or registration is conducted or performed during the tolling period.

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

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

20 **10. Cost Recovery.** Respondent shall pay the Bureau \$3,750 for the reasonable costs of
21 the investigation and enforcement of case No. 79/21-6482. Respondent shall make such payment
22 as follows: Payments shall be made in equal monthly installments of \$69.45 per month for fifty-
23 three (53) months and one (1) final payment of \$69.15. Any agreement for a scheduled payment
24 plan shall require full payment to be completed no later than six (6) months before probation
25 terminates. Respondent shall make payment by check or money order payable to the Bureau of
26 Automotive Repair and shall indicate on the check or money order that it is for cost recovery
27 payment for case No. 79/21-6482. Any order for payment of cost recovery shall remain in effect
28 whether or not probation is tolled. Probation shall not terminate until full cost recovery payment

1 has been made. The Bureau reserves the right to pursue any other lawful measures in collecting
2 on the costs ordered and past due, in addition to taking action based upon the violation of
3 probation.

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

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

22 **13. Training Course**

23 Within 60 days of the effective date of a decision, Respondent shall attend a Write It Right
24 presentation provided by a Bureau Representative, at the location, date, and time determined by
25 the Bureau.

26 Within 180 days of the effective date of a decision, Respondent shall complete ordered
27 coursework or training that is acceptable to the Bureau and relevant to the adjudicated violation.
28 Respondent shall submit to the Bureau satisfactory evidence of completion of coursework or

1 training within the timeline specified for completion of the ordered coursework or training.

2 **ACCEPTANCE**

3 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
4 discussed it with my attorney, William Ferreira. I understand the stipulation and the effect it will
5 have on my Automotive Repair Dealer Registration and Smog Check Station License. I enter into
6 this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and
7 agree to be bound by the Decision and Order of the Director of the Department of Consumer
8 Affairs.

9
10 DATED: 12/16/22


11 **OSCAR R. SERRANO DBA BLESSES AUTO**
12 **REPAIR**
Respondent

13 I have read and fully discussed with Respondent Oscar R. Serrano dba Blesses Auto Repair
14 the terms and conditions and other matters contained in the above Stipulated Settlement and
15 Disciplinary Order. I approve its form and content.

16 DATED: 12/16/22


17 **WILLIAM FERREIRA**
Attorney for Respondent

18 **ENDORSEMENT**

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

21 DATED: December 16, 2022

Respectfully submitted,

22 **ROB BONTA**
23 Attorney General of California
24 **KIM KASRELIOVICH**
Supervising Deputy Attorney General



25 **NANCY CALDERON**

26 Deputy Attorney General

27 Deputy Attorney General