

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

In the Matter of the Accusation Against:

MC & AR, INC. dba PALMDALE RADIATOR & EXPRESS MUFFLER, MARISA ELANE

CHAVEZ, PRESIDENT, SECRETARY, TREASURER

2641 E. Palmdale Blvd. #18-20

Palmdale, CA 93550

Automotive Repair Dealer Registration No. ARD 277773

Smog Check Station License No. RC 277773

and

ROGELIO ROSALES

10042 East Ave. S10

Littlerock, CA 93543

Smog Check Inspector No. EO 151468

Smog Check Repair Technician License No. EI 151468

Respondents.

Case No. 79/20-6135

OAH No. 2021040981

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 January 4, 2022.

DATED: November 17, 2021

Signature on File

GRACE ARUPO RODRIGUEZ

Assistant Deputy Director

Legal Affairs Division

Department of Consumer Affairs

1 ROB BONTA
Attorney General of California
2 THOMAS L. RINALDI
Supervising Deputy Attorney General
3 M. TRAVIS PEERY
Deputy Attorney General
4 State Bar No. 261887
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 269-6309
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
13 In the Matter of the Accusation Against:

14 **MC & AR, INC. DBA PALMDALE**
15 **RADIATOR & EXPRESS MUFFLER,**
16 **MARISA ELANE CHAVEZ,**
17 **PRESIDENT/SECRETARY/TREASURER**
18 **2641 E. Palmdale Blvd, #18-20**
19 **Palmdale, CA 93550**

20 **Automotive Repair Dealer Registration No.**
21 **ARD 277773**
22 **Smgo Check, Station License No.**
23 **RC 277773,**

24 **and**

25 **ROGELIO ROSALES**
26 **10042 East Ave S10**
27 **Little Rock, CA 93543**

28 **Smog Check Inspector License No. EO**
151468
Smog Check Repair Technician License No.
EI 151468

Respondents.

Case No. 79/20-6135

OAH No. 2021040981

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER ONLY AS TO
RESPONDENT MC & AR, INC. DBA
PALMDALE RADIATOR & EXPRESS
MUFFLER [ARD/RC 277773]

///

///

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" or "BAR"). He brought this action solely in his official capacity and is represented in
6 this matter by Rob Bonta, Attorney General of the State of California, by M. Travis Peery,
7 Deputy Attorney General.

8 2. Respondent MC & AR, Inc. dba Palmdale Radiator & Express Muffler, Marisa Elane
9 Chavez, President/Secretary/Treasurer (Respondent) is represented in this proceeding by attorney
10 William D. Ferreira Esq., whose address is: 580 California Street, Suite 1200
11 San Francisco, CA 94104.

12 3. On or about September 9, 2014, the Bureau issued Automotive Repair Dealer
13 Registration No. ARD 277773 to Respondent. The Automotive Repair Dealer Registration was
14 in full force and effect at all times relevant to the charges brought in Accusation No. 79/20-6135,
15 and will expire on September 30, 2021, unless renewed.

16 4. On or about September 29, 2014, the Bureau issued Smog Check Test and Repair
17 Station License No. RC 277773 to Respondent. The Smog Check Test and Repair Station
18 License was in full force and effect at all times relevant to the charges brought in Accusation No.
19 79/20-6135, and will expire on September 30, 2021, unless renewed.

20 5. On or about August 30, 2017, the Bureau certified Palmdale Radiator & Express
21 Muffler as a STAR Station. The certification will remain active unless the Automotive Repair
22 Dealer registration and/or Smog Check Test and Repair Station License is revoked, canceled,
23 licenses become delinquent, or the certification is invalidated.

24 **JURISDICTION**

25 6. Accusation No. 79/20-6135 was filed before the Director of the Department of
26 Consumer Affairs (Director), and is currently pending against Respondent. The Accusation and
27 all other statutorily required documents were properly served on Respondent on December 14,
28 2020. Respondent timely filed its Notice of Defense contesting the Accusation.

7. A copy of Accusation No. 79/20-6135 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

8. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 79/20-6135. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

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

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

CULPABILITY

11. Respondent admits the truth of each and every charge and allegation in Accusation No. 79/20-6135.

12. Respondent agrees that its Automotive Repair Dealer Registration is subject to discipline and they agree to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

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

1 Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision
2 and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except
3 for this paragraph, it shall be inadmissible in any legal action between the parties, and the
4 Director 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 277773
19 and Smog Check Test and Repair Station License No. RC 277773, both issued to Respondent MC
20 & AR, Inc. dba Palmdale Radiator & Express Muffler, Marisa Elane Chavez,
21 President/Secretary/Treasurer, are revoked. However, the revocations are stayed and Respondent
22 is placed on probation for five (5) years on the following terms and conditions:

23 1. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 277773 and
24 Smog Check Test and Repair Station License No. RC 277773, both issued to Respondent, are
25 suspended for seven (7) consecutive days beginning on the effective date of the Decision and
26 Order.

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

1 by Respondent.

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

7 4. **Quarterly Reporting.** During the period of probation, Respondent shall report either
8 by personal appearance or in writing as determined by BAR on a schedule set by BAR, but no
9 more frequently than once each calendar quarter, on the methods used and success achieved in
10 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 BAR 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 BAR
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 BAR representatives unrestricted access to all records pursuant to BAR 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 BAR in writing within 10 days of the dates of departure
23 and return, and of the dates of cessation and resumption of business in California. All provisions
24 of probation other than cost reimbursement requirements, restitution requirements, training
25 requirements, and that Respondent obey all laws, shall be held in abeyance during any period of
26 time of 30 days or more in which Respondent is not residing or engaging in business within the
27 jurisdiction of California. All provisions of probation shall recommence on the effective date of
28 resumption of business in California. Any period of time of 30 days or more in which Respondent

1 is not residing or engaging in business within the jurisdiction of California shall not apply to the
2 reduction of this probationary period or to any period of actual suspension not previously
3 completed. Tolling is not available if business or work relevant to the probationary license or
4 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 BAR's intent to set aside the stay, the Director shall maintain
9 jurisdiction, and the period of probation shall be extended until final resolution of the matter.

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

19 **10. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$7,500.00
20 for the reasonable costs of the investigation and enforcement of case No. 79/20-6135.
21 Respondent shall make such payment as follows: beginning the month of the effective date of the
22 Director's Decision and Order, Respondent shall make fifty-three (53) equal monthly payments of
23 \$138.88 per month, and one (1) final payment of \$139.36. Full payment shall be completed by
24 Respondent no later than six (6) months before probation terminates. Respondent shall make
25 payment by check or money order payable to the Bureau of Automotive Repair and shall indicate
26 on the check or money order that it is for cost recovery payment for case No. 79/20-6135. Any
27 order for payment of cost recovery shall remain in effect whether or not probation is tolled.
28 Probation shall not terminate until full cost recovery payment has been made. BAR reserves the

right to pursue any other lawful measures in collecting on the costs ordered and past due, in addition to taking action based upon the violation of probation.

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

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

///

///

///

///

///

///

///

///

///

ACCEPTANCE

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

DATED: September 21, 2021

Signed copy on File

MC & AR, INC. DBA PALMDALE RADIATOR &
EXPRESS MUFFLER, MARISA ELANE CHAVEZ,
PRESIDENT/SECRETARY/TREASURER
Respondent

I have read and fully discussed with Respondent MC & AR, Inc. dba Palmdale Radiator & Express Muffler, Marisa Elane Chavez, President/Secretary/Treasurer the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: September 21, 2021

Signed copy on File

WILLIAM D. FERREIRA ESQ.
Attorney for Respondent

///

///

///

///

///

///

///

///

///

///

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

ENDORSEMENT

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

DATED: September 21, 2021

Respectfully submitted,

ROB BONTA
Attorney General of California
THOMAS L. RINALDI
Supervising Deputy Attorney General

Signed copy on File
M. TRAVIS PEERY
Deputy Attorney General
Attorneys for Complainant

LA2020602132
64537764.docx