

**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 Santos Tomas Amaya 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: February 1, 2023

Signature on File

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
3 NANCY CALERO
Deputy Attorney General
4 State Bar No. 261370
300 So. Spring Street, Suite 1702
5 Los Angeles, CA 90013
Telephone: (213) 269-6351
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 **OSCAR R. SERRANO DBA BLESSES**
15 **AUTO REPAIR**

16 7025 S. Broadway
Los Angeles, CA 90003

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.
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Case No. 79/21-6482

OAH No. 2022030853

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER AS TO
RESPONDENT SANTOS TOMAS
AMAYA**

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 1. On or about August 21, 2014, the Bureau issued Smog Check Inspector License
9 Number EO 634577 to Respondent. The Smog Check Inspector License was in full force and
10 effect at all times relevant to the charges brought herein and will expire on September 30, 2024,
11 unless renewed.

12 2. On or about August 21, 2014, the Bureau issued Smog Check Repair Technician
13 License Number EI 634577 to Respondent. The Smog Check Repair Technician License expired
14 on September 30, 2016, and has not been renewed.

15 **JURISDICTION**

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

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

22 **ADVISEMENT AND WAIVERS**

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

27 5. Respondent is fully aware of his legal rights in this matter, including the right to a
28 hearing on the charges and allegations in the Accusation; the right to confront and cross-examine

1 the witnesses against him; the right to present evidence and to testify on his own behalf; the right
2 to the issuance of subpoenas to compel the attendance of witnesses and the production of
3 documents; the right to reconsideration and court review of an adverse decision; and all other
4 rights accorded by the California Administrative Procedure Act and other applicable laws.

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

7 **CULPABILITY**

8 7. Respondent admits the truth of each and every charge and allegation in Accusation
9 No. 79/21-6482.

10 8. Respondent agrees that his Smog Check Inspector License is subject to discipline and
11 he agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order
12 below.

13 **CONTINGENCY**

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

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

27 11. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
28 integrated writing representing the complete, final, and exclusive embodiment of their agreement.

1 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
2 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
3 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
4 writing executed by an authorized representative of each of the parties.

5 12. In consideration of the foregoing admissions and stipulations, the parties agree that
6 the Director may, without further notice or formal proceeding, issue and enter the following
7 Disciplinary Order:

8 **DISCIPLINARY ORDER**

9 IT IS HEREBY ORDERED that Smog Check Inspector License No. EO 634577 issued to
10 Respondent is revoked. However, the revocation is stayed and Smog Check Inspector License
11 No. EO 634577 is placed on probation for five (5) years on the following terms and conditions:

12 1. **Actual Suspension.** Smog Check Inspector License No. EO 634577, issued to
13 Respondent, is suspended for seven (7) consecutive days beginning on the effective date of the
14 Decision and Order.

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

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

22 4. **Notification to Employer.** When performing services that fall within the scope of his
23 or her license, Respondent shall provide each of his or her current or future employers a copy of
24 the decision and the underlying Accusation or Statement of Issues before commencing
25 employment. Notification to Respondent's current employer shall occur no later than the effective
26 date of the decision. Respondent shall submit to BAR, upon request, satisfactory evidence of
27 compliance with this term of probation.

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1 **5. Tolling of Probation.** If, during probation, Respondent leaves the jurisdiction of
2 California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction
3 of California, Respondent shall notify the Bureau in writing within 10 days of the dates of
4 departure and return, and of the dates of cessation and resumption of business in California. All
5 provisions of probation other than cost reimbursement requirements, restitution requirements,
6 training requirements, and that Respondent obey all laws, shall be held in abeyance during any
7 period of time of 30 days or more in which Respondent is not residing or engaging in business
8 within the jurisdiction of California. All provisions of probation shall recommence on the
9 effective date of resumption of business in California. Any period of time of 30 days or more in
10 which Respondent is not residing or engaging in business within the jurisdiction of California
11 shall not apply to the reduction of this probationary period or to any period of actual suspension
12 not previously completed. Tolling is not available if business or work relevant to the probationary
13 license or registration is conducted or performed during the tolling period.

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

20 **7. Maintain Valid License.** Respondent shall, at all times while on probation, maintain
21 a current and active registration and/or license(s) with the Bureau, including any period during
22 which suspension or probation is tolled. If Respondent's registration or license is expired at the
23 time the decision becomes effective, the registration or license must be renewed by Respondent
24 within 30 days of that date. If Respondent's registration or license expires during a term of
25 probation, by operation of law or otherwise, then upon renewal Respondent's registration or
26 license shall be subject to any and all terms and conditions of probation not previously satisfied.
27 Failure to maintain a current and active registration and/or license during the period of probation
28 shall also constitute a violation of probation.

1 8. **Cost Recovery.** Respondent shall pay the Bureau \$3,750 for the reasonable costs of
2 the investigation and enforcement of case No. 79/21-6482. Respondent shall make such payment
3 as follows: Payments shall be made in equal monthly installments of \$69.45 per month for fifty-
4 three (53) months and one final payment of \$69.15. Any agreement for a scheduled payment plan
5 shall require full payment to be completed no later than six (6) months before probation
6 terminates. Respondent shall make payment by check or money order payable to the Bureau of
7 Automotive Repair and shall indicate on the check or money order that it is for cost recovery
8 payment for case No. 79/21-6482. Any order for payment of cost recovery shall remain in effect
9 whether or not probation is tolled. Probation shall not terminate until full cost recovery payment
10 has been made. The Bureau reserves the right to pursue any other lawful measures in collecting
11 on the costs ordered and past due, in addition to taking action based upon the violation of
12 probation.

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

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

1 and pay all outstanding fees or cost recovery owed to the Bureau and left outstanding at the time
2 of surrender.

3 **11. Training Course**

4 During the period of probation, Respondent shall attend and successfully complete a BAR-
5 specified and -approved training course in inspection, diagnosis and/or repair of emission systems
6 failures and engine performance, applicable to the class of license held by the Respondent.
7 Respondent shall provide to the Bureau proof of enrollment in the course within 30 days of the
8 effective date of the decision, and proof of successful course completion within 180 days of the
9 effective date of the decision. Failure to provide proof of enrollment and/or successful course
10 completion to the Bureau within the timeframes specified shall constitute a violation of probation,
11 and Respondent shall be prohibited from issuing any certificate of compliance or noncompliance
12 until such proof is received.

13 **ACCEPTANCE**

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

20
21 DATED: December 16, 2022 Signed Copy on File
22 SANTOS TOMAS AMAYA
Respondent

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

26 DATED: December 16, 2022 Signed Copy on File
27 WILLIAM FERREIRA
Attorney for Respondent

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ENDORSEMENT

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

DATED: December 16, 2022

Respectfully submitted,

ROB BONTA
Attorney General of California
KIM KASRELIOVICH
Supervising Deputy Attorney General

Signed copy on file
NANCY CALERO
Deputy Attorney General
Attorneys for Complainant

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