

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

In the Matter of the Accusation Against:

**MONTGOMERY'S AUTO BODY**  
**AARON KEITH MONTGOMERY, OWNER**  
4028 E. Plaza Dr. W  
Fresno, CA 93702  
Mailing Address:  
430 N. Larkin Ave.  
Fresno, CA 93727-3411

Automotive Repair Dealer Reg. No.  
ARD 247802

Respondent.

Case No. 77/16-68

OAH No. 2016090686

**DECISION**

The attached Stipulated Settlement and Disciplinary Order is hereby accepted and adopted as the Decision of the Director of the Department of Consumer Affairs in the above-entitled matter.

The suspension of Automotive Repair Dealer Registration No. ARD 247802 shall commence on the effective date of this decision.

This Decision shall become effective August 15, 2017.

DATED: July 3, 2017

  
\_\_\_\_\_  
RYAN MARCROFT

Deputy Director  
Division of Legal Affairs  
Department of Consumer Affairs

1 XAVIER BECERRA  
Attorney General of California  
2 KENT D. HARRIS  
Supervising Deputy Attorney General  
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*Attorneys for Complainant*

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

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15 **Mailing Address:**  
**430 N. Larkin Ave.**  
16 **Fresno, CA 93727-3411**

17 **Automotive Repair Dealer Reg. No. ARD 247802**

18 Respondent.

Case No. 77\16-68

OAH No. 2016090686

**STIPULATED SETTLEMENT  
AND DISCIPLINARY ORDER**

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20  
21 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-  
22 entitled proceedings that the following matters are true:

23 **PARTIES**

24 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair  
25 (Bureau). He brought this action solely in his official capacity and is represented in this matter by  
26 Xavier Becerra, Attorney General of the State of California, by Phillip L. Arthur, Deputy  
27 Attorney General.

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2. Respondent Montgomery's Auto Body; Aaron Keith Montgomery, Owner  
(Respondent) is represented in this proceeding by attorney Robert Wynne, whose address is:  
  
Law Office of Robert Sherman Wynne  
2150 Tulare St.  
Fresno, CA 93721

3. On or about October 31, 2006, the Bureau issued Automotive Repair Dealer Registration No. ARD 247802 to Montgomery's Auto Body; Aaron Keith Montgomery, Owner (Respondent). The Automotive Repair Dealer Registration was in full force and effect at all times relevant to the charges brought in Accusation No. 77\16-68, and will expire on October 31, 2017, unless renewed.

## JURISDICTION

4. Accusation No. 7716-68 was filed before the Director,, and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on August 19, 2016. Respondent timely filed his Notice of Defense contesting the Accusation.

5. A copy of Accusation No. 7716-68 is attached as exhibit A and incorporated herein by reference.

## ADVISEMENT AND WAIVERS

6. Respondent has carefully read, fully discussed with counsel, and understands the charges and allegations in Accusation No. 77\16-68. Respondent has also carefully read, fully discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary Order.

7. Respondent is fully aware of his 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 him; the right to present evidence and to testify on his 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.

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

3 CULPABILITY

4 9. Respondent admits the truth of each and every charge and allegation in Accusation  
5 No. 77\16-68.

6 10. Respondent agrees that his Automotive Repair Dealer Registration is subject to  
7 discipline and he agrees to be bound by the Director's probationary terms as set forth in the  
8 Disciplinary Order below.

9 CONTINGENCY

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

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

24 13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an  
25 integrated writing representing the complete, final, and exclusive embodiment of their agreement.  
26 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,  
27 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary

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Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

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

**DISCIPLINARY ORDER**

IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 247802 issued to Respondent Montgomery's Auto Body; Aaron Keith Montgomery, Owner is revoked. However, the revocation is stayed and Respondent is placed on probation for five (5) years on the following terms and conditions.

1. **Actual Suspension.** Automotive Repair Dealer Registration No. ARD 247802 issued to Respondent Montgomery's Auto Body; Aaron Keith Montgomery, Owner is suspended for thirty (30) consecutive days.

2. **Obey All Laws.** Comply with all statutes, regulations and rules governing automotive inspections, estimates and repairs.

3. **Post Sign.** Post a prominent sign, provided by the Bureau, indicating the beginning and ending dates of the suspension and indicating the reason for the suspension. The sign shall be conspicuously displayed in a location open to and frequented by customers and shall remain posted during the entire period of actual suspension.

4. **Reporting.** Respondent or Respondent's authorized representative must report in person or in writing as prescribed by the Bureau of Automotive Repair, on a schedule set by the Bureau, but no more frequently than each quarter, on the methods used and success achieved in maintaining compliance with the terms and conditions of probation.

5. **Report Financial Interest.** Within 30 days of the effective date of this action, report any financial interest which any partners, officers, or owners of the Respondent facility may have in any other business required to be registered pursuant to Section 9884.6 of the Business and Professions Code.

6. **Random Inspections.** Provide Bureau representatives unrestricted access to inspect

1 all vehicles (including parts) undergoing repairs, up to and including the point of completion.

2 7. **Jurisdiction.** If an accusation is filed against Respondent during the term of  
3 probation, the Director of Consumer Affairs shall have continuing jurisdiction over this matter  
4 until the final decision on the accusation, and the period of probation shall be extended until such  
5 decision.

6 8. **Violation of Probation.** Should the Director of Consumer Affairs determine that  
7 Respondent has failed to comply with the terms and conditions of probation, the Department may,  
8 after giving notice and opportunity to be heard suspend or revoke the license.

9 9. **False and Misleading Advertising.** If the accusation involves false and misleading  
10 advertising, during the period of probation, Respondent shall submit any proposed advertising  
11 copy, whether revised or new, to the Bureau at least thirty (30) days prior to its use.

12 10. **Cost Recovery.** Payment to the Bureau in the amount of \$30,548.15, in 48 equal  
13 monthly payments of \$636.41, with payments commencing on the effective date of this  
14 disciplinary order as and for cost recovery. Payment to the Bureau of the full amount of cost  
15 recovery shall be received no later than 6 months before probation terminates. Failure to  
16 complete payment of cost recovery within this time frame shall constitute a violation of probation  
17 which may subject Respondent's registration to outright revocation; however, the Director or the  
18 Director's Bureau of Automotive Repair designee may elect to continue probation until such time  
19 as reimbursement of the entire cost recovery amount has been made to the Bureau.

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DATED:

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Dated:

STIPULATED SETTLEMENT (77\16-68)

**Exhibit A**

**Accusation No. 77\16-68**



1 KAMALA D. HARRIS  
Attorney General of California  
2 KENT D. HARRIS  
Supervising Deputy Attorney General  
3 PHILLIP L. ARTHUR  
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7 Attorneys for Complainant

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15 Mailing Address:  
430 N. Larkin Ave.  
16 Fresno, CA 93727-3411

ACCUSATION

17 Automotive Repair Dealer Reg. No. ARD 247802

18 Respondent.

19  
20 Complainant alleges:

21 PARTIES

22 1. Patrick Dorais ("Complainant") brings this Accusation solely in his official capacity  
23 as the Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.

24 2. On or about October 31, 2006, the Director of Consumer Affairs ("Director") issued  
25 Automotive Repair Dealer Registration Number ARD 247802 to Aaron Keith Montgomery.  
26 ("Respondent"), owner of Montgomery's Auto Body. The automotive repair dealer registration  
27 was in full force and effect at all times relevant to the charges brought herein and will expire on  
28 October 31, 2016, unless renewed.

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1 7. Code section 9884.8 states, in pertinent part:

2 All work done by an automotive repair dealer, including all warranty  
3 work, shall be recorded on an invoice and shall describe all service work done and  
4 parts supplied . . . One copy of the invoice shall be given to the customer and one  
5 copy shall be retained by the automotive repair dealer.

6 8. Code section 9884.9, subdivision (a), states, in pertinent part:

7 The automotive repair dealer shall give to the customer a written  
8 estimated price for labor and parts necessary for a specific job. No work shall be  
9 done and no charges shall accrue before authorization to proceed is obtained from the  
10 customer . . . .

11 9. Code section 22, subdivision (a), states:

12 "Board" as used in any provision of this Code, refers to the board in  
13 which the administration of the provision is vested, and unless otherwise expressly  
14 provided, shall include "bureau," "commission," "committee," "department,"  
15 "division," "examining committee," "program," and "agency."

16 10. Code section 477, subdivision (b), states, in pertinent part, that a "license" includes  
17 "registration" and "certificate."

18 11. California Code of Regulations, title 16, section 3303 states, in pertinent part:

19 In this chapter, unless the context otherwise requires:

20 (j) "Authorization" means consent. Authorization shall consist of the  
21 customer's signature on the work order, taken before repair work begins.  
22 Authorization shall be valid without the customer's signature only when oral or  
23 electronic authorization is documented in accordance with applicable sections of  
24 these regulations.

25 (q) Original Equipment Manufacturer crash part" or OEM crash part"  
26 means a crash part made for or by the original vehicle manufacturer that  
27 manufactured, fabricated or supplied a vehicle or a component part.

28 (r) Non-Original Equipment Manufacturer aftermarket crash part" or non-  
OEM aftermarket crash part . . . .

### COST RECOVERY

12. Code section 125.3 provides, in pertinent part, that a Board may request the  
administrative law judge to direct a licensee found to have committed a violation or violations of

1 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and  
2 enforcement of the case.

3 **UNDERCOVER OPERATION #1: 2007 CHEVROLET**

4 13. On or about October 8, 2015, an undercover operator of the Bureau ("operator") took  
5 the Bureau's 2007 Chevrolet to Respondent's facility. The front bumper cover, left front fender,  
6 and left headlamp assembly were damaged on the Bureau-documented vehicle. The operator met  
7 with a male employee and told him that he needed to get the vehicle fixed. The employee asked  
8 the operator to go inside and speak with "Aaron." The operator met with Respondent and gave  
9 him a written estimate, dated October 1, 2015, in the amount of \$3,521.47 that had been written  
10 by California Auto Insurance Company/Mercury Insurance Group ("insurance estimate"). The  
11 operator asked Respondent if he could repair the vehicle per the insurance estimate. Respondent  
12 reviewed the estimate, looked at the vehicle, and told the operator that he could do the work.  
13 Respondent stated that the auto body repairs would take approximately one week. Respondent  
14 had the operator fill in his name, address, and telephone number on a document and sign it, then  
15 told the operator that Respondent would complete the rest of the document later. The operator  
16 left the facility.

17 14. On or about October 9, 2015, Mercury Insurance Group ("Mercury Insurance")  
18 issued a check for \$3,021.47 made payable to Respondent's facility.

19 15. On or about October 14, 2015, the operator returned to Respondent's facility to  
20 retrieve the vehicle and met with Respondent. Respondent had the operator accompany him to  
21 the office. Respondent told the operator that he was only charging him \$300 for the insurance  
22 deductible instead of \$500 as indicated in the operator's insurance policy. The operator paid  
23 Respondent \$300, received a copy of a receipt, then left the facility.

24 16. On or about October 28, 2015, the Bureau inspected the vehicle using the insurance  
25 estimate for comparison and found that Respondent's facility had failed to repair the vehicle as  
26 estimated. The total value of the repairs the facility failed to perform on the vehicle is  
27 approximately \$724.44.

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1 FIRST CAUSE FOR DISCIPLINE

2 (Failure to Provide Customer with Copy of Signed Document)

3 17. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
4 subdivision (a)(3), in that Respondent failed to provide the operator with a copy of the document,  
5 identified in paragraph 13 above.

6 SECOND CAUSE FOR DISCIPLINE

7 (Fraud)

8 18. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
9 subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows: Respondent  
10 obtained payment from Mercury Insurance and the operator for replacing the front bumper cover  
11 support, front bumper impact bar, and left front door adhesive emblem on the Bureau's 2007  
12 Chevrolet. In fact, those parts were not replaced on the vehicle.

13 THIRD CAUSE FOR DISCIPLINE

14 (Violations of the Code)

15 19. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
16 subdivision (a)(6), in that Respondent failed to comply with provisions of the Code in the  
17 following material respects:

18 a. Section 9884.8: Respondent failed to provide the operator with an invoice for the  
19 auto body repairs on the Bureau's 2007 Chevrolet.

20 b. Section 9884.9, subdivision (a): Respondent failed to provide the operator with a  
21 written estimate or obtain the operator's authorization for the auto body repairs on the Bureau's  
22 2007 Chevrolet.

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UNDERCOVER OPERATION #2: 2007 TOYOTA

20. On or about December 23, 2015, the operator called Respondent's facility and told Respondent that Respondent had previously repaired the operator's 2007 Chevrolet. Respondent told the operator that he remembered the operator. The operator stated that his 2007 Toyota needed auto body repairs and that he wanted Respondent to perform the work. Respondent asked the operator to meet him at his shop.

21. That same day, the operator took the Bureau's 2007 Toyota to Respondent's facility. The left front fender, left headlamp, and front bumper cover were damaged on the Bureau-documented vehicle. The operator met with Respondent and gave him a written estimate, dated December 22, 2015, in the amount of \$3,213.38 that had been written by California Auto Insurance Company/Mercury Insurance ("insurance estimate"). The operator asked Respondent if he could repair the vehicle per the insurance estimate. Respondent took the estimate from the operator, and told the operator that he would order the parts the next day. The operator left Respondent's facility.

22. On or about December 28, 2015, Mercury Insurance issued a check for \$2,713.38 made payable to Respondent's facility.

23. On or about January 5, 2016, the operator returned to Respondent's facility to retrieve the vehicle and met with Respondent. Respondent told the operator that he replaced the bumper, fender, and headlamp with new parts. When the operator tried to pay the \$500 insurance deductible, Respondent told the operator that he did not owe Respondent anything because the operator's insurance company overpaid Respondent for the auto body repairs. The operator left Respondent's facility.

24. On or about January 11, 2016, the Bureau inspected the vehicle using the insurance estimate for comparison and found that Respondent's facility had failed to repair it as estimated. The total value of the repairs the facility failed to perform on the vehicle is approximately \$3,067.31.

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1 **FOURTH CAUSE FOR DISCIPLINE**

2 **(Untrue or Misleading Statements)**

3 25. Respondent is subject to disciplinary action pursuant to Code section 9884.7;  
4 subdivision (a)(1), in that Respondent made or authorized a statement which he knew or in the  
5 exercise of reasonable care should have known to be untrue or misleading, as follows:  
6 Respondent represented to the operator that he replaced the bumper, fender, and headlamp on the  
7 Bureau's 2007 Toyota with new parts. In fact, the left front fender had not been replaced on the  
8 vehicle, but was repaired and refinished instead.

9 **FIFTH CAUSE FOR DISCIPLINE**

10 **(Fraud)**

11 26. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
12 subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:

13 a. Respondent obtained payment from Mercury Insurance for replacing the front bumper  
14 cover on the Bureau's 2007 Toyota with a new OEM part. In fact, the front bumper cover was  
15 replaced with an aftermarket part instead.

16 b. Respondent obtained payment from Mercury Insurance for replacing the left front  
17 bumper cover support, front bumper impact absorber, front bumper reinforcement bar, front  
18 bumper seal, front bumper spoiler, left front bumper protector, and right front bumper protector  
19 on the Bureau's 2007 Toyota. In fact, none of those parts were replaced on the vehicle.

20 c. Respondent obtained payment from Mercury Insurance for replacing the left front  
21 combination lamp assembly on the Bureau's 2007 Toyota with an OEM part. In fact, the left  
22 front combination lamp assembly was replaced with an aftermarket part instead.

23 d. Respondent obtained payment from Mercury Insurance for replacing the left front  
24 fender on the Bureau's 2007 Toyota. In fact, that part was not replaced on the vehicle, but was  
25 repaired and refinished instead.

26 e. Respondent obtained payment from Mercury Insurance for replacing the left fender  
27 liner on the Bureau's 2007 Toyota. In fact, that part was not replaced on the vehicle.

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1 f. Respondent obtained payment from Mercury Insurance for blending the left front  
2 door on the Bureau's 2007 Toyota. In fact, that operation was not performed on the vehicle.

3 g. Respondent obtained payment from Mercury Insurance for removing and reinstalling  
4 the left front rear review mirror, left front outer door belt molding, left front door trim panel, and  
5 the left front outer door handle on the Bureau's 2007 Toyota. In fact, those parts were not  
6 removed and reinstalled on the vehicle.

7 **SIXTH CAUSE FOR DISCIPLINE**

8 **(Violations of the Code)**

9 27. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
10 subdivision (a)(6), in that Respondent failed to comply with provisions of the Code in the  
11 following material respects:

12 a. **Section 9884.8:** Respondent failed to provide the operator with an invoice for the  
13 auto body repairs on the Bureau's 2007 Toyota.

14 b. **Section 9884.9, subdivision (a):** Respondent failed to provide the operator with a  
15 written estimate or obtain the operator's authorization for the auto body repairs on the Bureau's  
16 2007 Toyota.

17 **OTHER MATTERS**

18 28. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,  
19 or place on probation the registration for all places of business operated in this state by  
20 Respondent Aaron Keith Montgomery, owner of Montgomery's Auto Body, upon a finding that  
21 Respondent has, or is, engaged in a course of repeated and willful violations of the laws and  
22 regulations pertaining to an automotive repair dealer.

23 **PRAYER**

24 **WHEREFORE**, Complainant requests that a hearing be held on the matters herein alleged,  
25 and that following the hearing, the Director of Consumer Affairs issue a decision:

- 26 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD  
27 247802, issued to Aaron Keith Montgomery, owner of Montgomery's Auto Body;  
28 2. Revoking or suspending any other automotive repair dealer registration issued to



1 Aaron Keith Montgomery;

2 3. Ordering Aaron Keith Montgomery, owner of Montgomery's Auto Body, to pay the  
3 Director of Consumer Affairs the reasonable costs of the investigation and enforcement of this  
4 case, pursuant to Business and Professions Code section 125.3; and

5 4. Taking such other and further action as deemed necessary and proper.

6  
7 DATED:

August 15, 2016

Patrick Dorais

PATRICK DORAIS

Chief

Bureau of Automotive Repair

Department of Consumer Affairs

State of California

Complainant

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7 *Attorneys for Complainant*

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

12 In the Matter of the Accusation Against:

Case No. 77/16-68

13 **MONTGOMERY'S AUTO BODY**  
14 **AARON KEITH MONTGOMERY, OWNER**  
4028 E. Plaza Dr. W  
Fresno, CA 93702  
15 Mailing Address:  
430 N. Larkin Ave.  
Fresno, CA 93727-3411

16 **ACCUSATION**

17 Automotive Repair Dealer Reg. No. ARD 247802

18 Respondent.

19  
20 Complainant alleges:

21 **PARTIES**

22 1. Patrick Dorais ("Complainant") brings this Accusation solely in his official capacity  
23 as the Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.

24 2. On or about October 31, 2006, the Director of Consumer Affairs ("Director") issued  
25 Automotive Repair Dealer Registration Number ARD 247802 to Aaron Keith Montgomery  
26 ("Respondent"), owner of Montgomery's Auto Body. The automotive repair dealer registration  
27 was in full force and effect at all times relevant to the charges brought herein and will expire on  
28 October 31, 2016, unless renewed.

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1 7. Code section 9884.8 states, in pertinent part:

2 All work done by an automotive repair dealer, including all warranty  
3 work, shall be recorded on an invoice and shall describe all service work done and  
4 parts supplied . . . One copy of the invoice shall be given to the customer and one  
5 copy shall be retained by the automotive repair dealer.

6 8. Code section 9884.9, subdivision (a), states, in pertinent part:

7 The automotive repair dealer shall give to the customer a written  
8 estimated price for labor and parts necessary for a specific job. No work shall be  
9 done and no charges shall accrue before authorization to proceed is obtained from the  
10 customer . . . .

11 9. Code section 22, subdivision (a), states:

12 "Board" as used in any provision of this Code, refers to the board in  
13 which the administration of the provision is vested, and unless otherwise expressly  
14 provided, shall include "bureau," "commission," "committee," "department,"  
15 "division," "examining committee," "program," and "agency."

16 10. Code section 477, subdivision (b), states, in pertinent part, that a "license" includes  
17 "registration" and "certificate."

18 11. California Code of Regulations, title 16, section 3303 states, in pertinent part:

19 In this chapter, unless the context otherwise requires:

20 ...

21 (j) "Authorization" means consent. Authorization shall consist of the  
22 customer's signature on the work order, taken before repair work begins.  
23 Authorization shall be valid without the customer's signature only when oral or  
24 electronic authorization is documented in accordance with applicable sections of  
25 these regulations.

26 ...

27 (q) Original Equipment Manufacturer crash part" or OEM crash part"  
28 means a crash part made for or by the original vehicle manufacturer that  
manufactured, fabricated or supplied a vehicle or a component part.

(r) Non-Original Equipment Manufacturer aftermarket crash part" or non-  
OEM aftermarket crash part . . . .

#### COST RECOVERY

12. Code section 125.3 provides, in pertinent part, that a Board may request the  
administrative law judge to direct a licensee found to have committed a violation or violations of

1 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and  
2 enforcement of the case.

3 UNDERCOVER OPERATION #1: 2007 CHEVROLET

4 13. On or about October 8, 2015, an undercover operator of the Bureau ("operator") took  
5 the Bureau's 2007 Chevrolet to Respondent's facility. The front bumper cover, left front fender,  
6 and left headlamp assembly were damaged on the Bureau-documented vehicle. The operator met  
7 with a male employee and told him that he needed to get the vehicle fixed. The employee asked  
8 the operator to go inside and speak with "Aaron." The operator met with Respondent and gave  
9 him a written estimate, dated October 1, 2015, in the amount of \$3,521.47 that had been written  
10 by California Auto Insurance Company/Mercury Insurance Group ("insurance estimate"). The  
11 operator asked Respondent if he could repair the vehicle per the insurance estimate. Respondent  
12 reviewed the estimate, looked at the vehicle, and told the operator that he could do the work.  
13 Respondent stated that the auto body repairs would take approximately one week. Respondent  
14 had the operator fill in his name, address, and telephone number on a document and sign it, then  
15 told the operator that Respondent would complete the rest of the document later. The operator  
16 left the facility.

17 14. On or about October 9, 2015, Mercury Insurance Group ("Mercury Insurance")  
18 issued a check for \$3,021.47 made payable to Respondent's facility.

19 15. On or about October 14, 2015, the operator returned to Respondent's facility to  
20 retrieve the vehicle and met with Respondent. Respondent had the operator accompany him to  
21 the office. Respondent told the operator that he was only charging him \$300 for the insurance  
22 deductible instead of \$500 as indicated in the operator's insurance policy. The operator paid  
23 Respondent \$300, received a copy of a receipt, then left the facility.

24 16. On or about October 28, 2015, the Bureau inspected the vehicle using the insurance  
25 estimate for comparison and found that Respondent's facility had failed to repair the vehicle as  
26 estimated. The total value of the repairs the facility failed to perform on the vehicle is  
27 approximately \$724.44.

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1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Failure to Provide Customer with Copy of Signed Document)**

3 17. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
4 subdivision (a)(3), in that Respondent failed to provide the operator with a copy of the document,  
5 identified in paragraph 13 above.

6 **SECOND CAUSE FOR DISCIPLINE**

7 **(Fraud)**

8 18. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
9 subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows: Respondent  
10 obtained payment from Mercury Insurance and the operator for replacing the front bumper cover  
11 support, front bumper impact bar, and left front door adhesive emblem on the Bureau's 2007  
12 Chevrolet. In fact, those parts were not replaced on the vehicle.

13 **THIRD CAUSE FOR DISCIPLINE**

14 **(Violations of the Code)**

15 19. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
16 subdivision (a)(6), in that Respondent failed to comply with provisions of the Code in the  
17 following material respects:

18 a. **Section 9884.8:** Respondent failed to provide the operator with an invoice for the  
19 auto body repairs on the Bureau's 2007 Chevrolet.

20 b. **Section 9884.9, subdivision (a):** Respondent failed to provide the operator with a  
21 written estimate or obtain the operator's authorization for the auto body repairs on the Bureau's  
22 2007 Chevrolet.

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1                                    UNDERCOVER OPERATION #2: 2007 TOYOTA

2            20.    On or about December 23, 2015, the operator called Respondent's facility and told  
3 Respondent that Respondent had previously repaired the operator's 2007 Chevrolet. Respondent  
4 told the operator that he remembered the operator. The operator stated that his 2007 Toyota  
5 needed auto body repairs and that he wanted Respondent to perform the work. Respondent asked  
6 the operator to meet him at his shop.

7            21.    That same day, the operator took the Bureau's 2007 Toyota to Respondent's facility.  
8 The left front fender, left headlamp, and front bumper cover were damaged on the Bureau-  
9 documented vehicle. The operator met with Respondent and gave him a written estimate, dated  
10 December 22, 2015, in the amount of \$3,213.38 that had been written by California Auto  
11 Insurance Company/Mercury Insurance ("insurance estimate"). The operator asked Respondent  
12 if he could repair the vehicle per the insurance estimate. Respondent took the estimate from the  
13 operator, and told the operator that he would order the parts the next day. The operator left  
14 Respondent's facility.

15           22.    On or about December 28, 2015, Mercury Insurance issued a check for \$2,713.38  
16 made payable to Respondent's facility.

17           23.    On or about January 5, 2016, the operator returned to Respondent's facility to retrieve  
18 the vehicle and met with Respondent. Respondent told the operator that he replaced the bumper,  
19 fender, and headlamp with new parts. When the operator tried to pay the \$500 insurance  
20 deductible, Respondent told the operator that he did not owe Respondent anything because the  
21 operator's insurance company overpaid Respondent for the auto body repairs. The operator left  
22 Respondent's facility.

23           24.    On or about January 11, 2016, the Bureau inspected the vehicle using the insurance  
24 estimate for comparison and found that Respondent's facility had failed to repair it as estimated.  
25 The total value of the repairs the facility failed to perform on the vehicle is approximately  
26 \$3,067.31.

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1 **FOURTH CAUSE FOR DISCIPLINE**

2 **(Untrue or Misleading Statements)**

3 25. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
4 subdivision (a)(1), in that Respondent made or authorized a statement which he knew or in the  
5 exercise of reasonable care should have known to be untrue or misleading, as follows:  
6 Respondent represented to the operator that he replaced the bumper, fender, and headlamp on the  
7 Bureau's 2007 Toyota with new parts. In fact, the left front fender had not been replaced on the  
8 vehicle, but was repaired and refinished instead.

9 **FIFTH CAUSE FOR DISCIPLINE**

10 **(Fraud)**

11 26. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
12 subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:

13 a. Respondent obtained payment from Mercury Insurance for replacing the front bumper  
14 cover on the Bureau's 2007 Toyota with a new OEM part. In fact, the front bumper cover was  
15 replaced with an aftermarket part instead.

16 b. Respondent obtained payment from Mercury Insurance for replacing the left front  
17 bumper cover support, front bumper impact absorber, front bumper reinforcement bar, front  
18 bumper seal, front bumper spoiler, left front bumper protector, and right front bumper protector  
19 on the Bureau's 2007 Toyota. In fact, none of those parts were replaced on the vehicle.

20 c. Respondent obtained payment from Mercury Insurance for replacing the left front  
21 combination lamp assembly on the Bureau's 2007 Toyota with an OEM part. In fact, the left  
22 front combination lamp assembly was replaced with an aftermarket part instead.

23 d. Respondent obtained payment from Mercury Insurance for replacing the left front  
24 fender on the Bureau's 2007 Toyota. In fact, that part was not replaced on the vehicle, but was  
25 repaired and refinished instead.

26 e. Respondent obtained payment from Mercury Insurance for replacing the left fender  
27 liner on the Bureau's 2007 Toyota. In fact, that part was not replaced on the vehicle.

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1 f. Respondent obtained payment from Mercury Insurance for blending the left front  
2 door on the Bureau's 2007 Toyota. In fact, that operation was not performed on the vehicle.

3 g. Respondent obtained payment from Mercury Insurance for removing and reinstalling  
4 the left front rear review mirror, left front outer door belt molding, left front door trim panel, and  
5 the left front outer door handle on the Bureau's 2007 Toyota. In fact, those parts were not  
6 removed and reinstalled on the vehicle.

7 **SIXTH CAUSE FOR DISCIPLINE**

8 **(Violations of the Code)**

9 27. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
10 subdivision (a)(6), in that Respondent failed to comply with provisions of the Code in the  
11 following material respects:

12 a. **Section 9884.8:** Respondent failed to provide the operator with an invoice for the  
13 auto body repairs on the Bureau's 2007 Toyota.

14 b. **Section 9884.9, subdivision (a):** Respondent failed to provide the operator with a  
15 written estimate or obtain the operator's authorization for the auto body repairs on the Bureau's  
16 2007 Toyota.

17 **OTHER MATTERS**

18 28. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,  
19 or place on probation the registration for all places of business operated in this state by  
20 Respondent Aaron Keith Montgomery, owner of Montgomery's Auto Body, upon a finding that  
21 Respondent has, or is, engaged in a course of repeated and willful violations of the laws and  
22 regulations pertaining to an automotive repair dealer.

23 **PRAYER**

24 **WHEREFORE**, Complainant requests that a hearing be held on the matters herein alleged,  
25 and that following the hearing, the Director of Consumer Affairs issue a decision:

- 26 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD  
27 247802, issued to Aaron Keith Montgomery, owner of Montgomery's Auto Body;  
28 2. Revoking or suspending any other automotive repair dealer registration issued to

1 Aaron Keith Montgomery;

2 3. Ordering Aaron Keith Montgomery, owner of Montgomery's Auto Body, to pay the  
3 Director of Consumer Affairs the reasonable costs of the investigation and enforcement of this  
4 case, pursuant to Business and Professions Code section 125.3; and

5 4. Taking such other and further action as deemed necessary and proper.

6  
7 DATED: August 15, 2016

*Patrick Dorais*

PATRICK DORAIS

Chief

Bureau of Automotive Repair

Department of Consumer Affairs

State of California

Complainant

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