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BEFORE THE
DEPARTMENT OF CONSUMER AFFAIRS
FOR THE BUREAU OF AUTOMOTIVE REPAIR
STATE OF CALIFORNIA

In the Matter of the Accusation Against: **JAKE'S AUTO BODY** **JESSE B. MENDEZ, PARTNER** **AURORA L. MENDEZ,** **a.k.a. LAURA MENDEZ, PARTNER** **1920 Ventura** **Fresno, CA 93721-2830** **Automotive Repair Dealer Reg. No. ARD 123549** Respondent.	Case No. 77/09-37 **ACCUSATION**

Complainant alleges:

PARTIES

1. Sherry Mehl ("Complainant") brings this Accusation solely in her official capacity as the Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.

2. On or about March 14, 1986, the Director of Consumer Affairs ("Director") issued Automotive Repair Dealer Registration Number ARD 123549 to Jake's Auto Body ("Respondent"), with Jesse B. Mendez and Aurora L. Mendez, also known as Laura Mendez, as partners. Respondent's automotive repair dealer registration expired on March 31, 2009, and has not been renewed.

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JURISDICTION

3. Business and Professions Code ("Code") section 9884.7 provides that the Director may invalidate an automotive repair dealer registration.

4. Code section 9884.13 provides, in pertinent part, that the expiration of a valid registration shall not deprive the Director of jurisdiction to proceed with a disciplinary proceeding against an automotive repair dealer or to render a decision invalidating a registration temporarily or permanently.

STATUTORY AND REGULATORY PROVISIONS

(Statutory Provisions)

5. Code section 9884.7 states, in pertinent part:

> (a) The director, where the automotive repair dealer cannot show there was a bona fide error, may refuse to validate, or may invalidate temporarily or permanently, the registration of an automotive repair dealer for any of the following acts or omissions related to the conduct of the business of the automotive repair dealer, which are done by the automotive repair dealer or any automotive technician, employee, partner, officer, or member of the automotive repair dealer.
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> (1) Making or authorizing in any manner or by any means whatever any statement written or oral which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.
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> (4) Any other conduct which constitutes fraud.
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> (5) Conduct constituting gross negligence.
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> (6) Failure in any material respect to comply with the provisions of this chapter or regulations adopted pursuant to it.
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> (7) Any willful departure from or disregard of accepted trade standards for good and workmanlike repair in any material respect, which is prejudicial to another without consent of the owner or his or her duly authorized representative . . .

6. Code section 9884.7, subdivision (c), states, in pertinent part, that the Director may refuse to validate, or may invalidate temporarily or permanently, the registration for all places of business operated in this state by an automotive repair dealer upon a finding that the automotive repair dealer has, or is, engaged in a course of repeated and willful violations of the laws and regulations pertaining to an automotive repair dealer.

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7. Code section 9884.9 states, in pertinent part:

> (a) The automotive repair dealer shall give to the customer a written estimated price for labor and parts necessary for a specific job. No work shall be done and no charges shall accrue before authorization to proceed is obtained from the customer. No charge shall be made for work done or parts supplied in excess of the estimated price without the oral or written consent of the customer that shall be obtained at some time after it is determined that the estimated price is insufficient and before the work not estimated is done or the parts not estimated are supplied. Written consent or authorization for an increase in the original estimated price may be provided by electronic mail or facsimile transmission from the customer. The bureau may specify in regulation the procedures to be followed by an automotive repair dealer when an authorization or consent for an increase in the original estimated price is provided by electronic mail or facsimile transmission. If that consent is oral, the dealer shall make a notation on the work order of the date, time, name of person authorizing the additional repairs and telephone number called, if any, together with a specification of the additional parts and labor and the total additional cost . . .
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> (c) In addition to subdivisions (a) and (b), an automotive repair dealer, when doing auto body or collision repairs, shall provide an itemized written estimate for all parts and labor to the customer. The estimate shall describe labor and parts separately and shall identify each part, indicating whether the replacement part is new, used, rebuilt, or reconditioned. Each crash part shall be identified on the written estimate and the written estimate shall indicate whether the crash part is an original equipment manufacturer crash part or a nonoriginal equipment manufacturer aftermarket crash part.

8. Code section 22, subdivision (a), states:

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

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

(Regulatory Provisions)

10. California Code of Regulations, title 16, section ("Regulation") 3303, subdivision (j), states:

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

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11. Regulation 3372 states:

> In determining whether any advertisement, statement, or representation is false or misleading, it shall be considered in its entirety as it would be read or heard by persons to whom it is designed to appeal. An advertisement, statement, or representation shall be considered to be false or misleading if it tends to deceive the public or impose upon credulous or ignorant persons.

12. Regulation 3373 states:

> No automotive repair dealer or individual in charge shall, in filling out an estimate, invoice, or work order, or record required to be maintained by section 3340.15(f) of this chapter, withhold therefrom or insert therein any statement or information which will cause any such document to be false or misleading, or where the tendency or effect thereby would be to mislead or deceive customers, prospective customers, or the public.

COST RECOVERY

13. Code section 125.3 provides, in pertinent part, that a Board may request the administrative law judge to direct a licentiate found to have committed a violation or violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

CONSUMER COMPLAINT (HEREDIA): 2000 BMW 323i

14. On or about December 4, 2007, Marcela Heredia ("Heredia") was involved in an automobile accident while driving her 2000 BMW 323i, resulting in damage to the front and rear of the vehicle.

15. Later that month, Heredia took the vehicle to Respondent's facility to obtain a repair estimate. Respondent's employee, "Anthony", told Heredia that the radiator was cracked and that she should not drive the vehicle any further. Heredia left the vehicle for repair, but did not sign a work order or receive a written estimate.

16. In or about January 2008, Heredia went to the facility and inspected the vehicle. Heredia noticed that there were runs in the paint and the trunk would not open. Heredia left the vehicle for corrective repairs. Later, Heredia returned to the facility, paid Laura Mendez ("Mendez") $4,000 in cash and issued her a check for $2,802.49, for a total of $6,802.49, and received a copy of Invoice No. 30445. As Heredia was driving the vehicle, the radiator light on

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the instrument panel came on and the engine began to overheat. Heredia reported the problem to the facility and was told to return the vehicle.

17. The following morning, one of Respondent's employees went to the residence and put fluid in the radiator. Later, when Heredia drove the vehicle, the radiator light came on again and she observed fluid leaking from the radiator. Heredia stopped payment on the $2,802.49 check then returned the vehicle to the facility. Mendez called Heredia and told her that the radiator was defective and would be replaced.

18. In late January 2008, Heredia went to the facility and paid $2,802.49 in cash to cover the check she had stopped payment on. Heredia noticed that the trunk and bumpers were not properly aligned on the vehicle. Anthony told Heredia that she would have to make an appointment for the corrective repairs.

19. On or about June 20, 2008, Heredia filed a complaint with the Bureau.

20. On August 19, 2008, the Bureau received a copy of an itemized estimate totaling $7,273.12 dated December 26, 2007, that had been prepared by Geico Insurance (hereinafter "insurance estimate"). Later, the Bureau inspected the vehicle using the insurance estimate for comparison and found that certain parts had not been replaced or removed and reinstalled as estimated.

21. On September 11, 2008, at the Bureau's request, Mendez provided the Bureau with a copy of the facility's repair file, including a parts invoice from Weber BMW. Later, the Bureau received information indicating that certain parts purchased for the vehicle, including the shock absorber (bumper), had been returned to Weber BMW for credit.

22. On October 21, 2008, the Bureau performed a second inspection of the vehicle and found that Respondent's facility failed to repair the vehicle pursuant to the insurance estimate. The total value of the repairs Respondent failed to perform was approximately $3,312.75.

23. On or about November 1, 2008, the Bureau received a copy of the insurance file on the vehicle and found that Respondent had received $470.63 from Geico Insurance for additional repairs, for total payments on the repairs of $7,273.12. The Bureau also found that Respondent's

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facility had submitted the Weber BMW parts invoice to Geico Insurance for payment which included the shock absorber (bumper) that had been returned to Weber BMW for credit.

24. Schmidt's Auto Body completed the repairs to the vehicle, including the repairs that Respondent failed to perform as estimated, at a total cost of $5,680.46.

FIRST CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

25. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized a statement which it knew or in the exercise of reasonable care should have known to be untrue or misleading, as follows: Respondent represented on Invoice No. 30445 that Heredia's 2000 BMW 323i was repaired per the insurance estimate. In fact, Respondent failed to perform over $3,000 in repairs as estimated, as set forth above.

SECOND CAUSE FOR DISCIPLINE

(Fraud)

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

a. Respondent obtained payment from Heredia for replacing the rear impact bar on Heredia's 2000 BMW 323i. In fact, that part was not replaced on the vehicle.

b. Respondent obtained payment from Heredia for replacing the rear body panel on Heredia's 2000 BMW 323i. In fact, that part was not replaced on the vehicle.

c. Respondent obtained payment from Heredia for repairing the floor pan assembly on Heredia's 2000 BMW 323i. In fact, that part was not repaired on the vehicle.

d. Respondent obtained payment from Heredia for removing and reinstalling the right tail lamp assembly on Heredia's 2000 BMW 323i. In fact, that part was not removed and reinstalled on the vehicle.

e. Respondent obtained payment from Heredia for repairing the right quarter panel on Heredia's 2000 BMW 323i. In fact, that part was not repaired on the vehicle.

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f. Respondent obtained payment from Heredia for removing and reinstalling the trunk lid handle on Heredia's 2000 BMW 323i. In fact, that part was not removed and reinstalled on the vehicle.

g. Respondent obtained payment from Heredia for removing and reinstalling the trunk lock cylinder on Heredia's 2000 BMW 323i. In fact, that part was not removed and reinstalled on the vehicle.

h. Respondent obtained payment from Heredia for removing and reinstalling the right belt weather strip on Heredia's 2000 BMW 323i. In fact, that part was not removed and reinstalled on the vehicle.

i. Respondent obtained payment from Heredia for removing and reinstalling the right fixed glass on Heredia's 2000 BMW 323i. In fact, that part was not removed and reinstalled on the vehicle.

j. Respondent obtained payment from Heredia for removing and reinstalling the right outside handle on Heredia's 2000 BMW 323i. In fact, that part was not removed and reinstalled on the vehicle.

k. Respondent obtained payment from Heredia for removing and reinstalling the right trim panel on Heredia's 2000 BMW 323i. In fact, that part was not removed and reinstalled on the vehicle.

l. Respondent obtained payment from Heredia for installing a used hood on Heredia's 2000 BMW 323i. In fact, the existing hood was not replaced on the vehicle.

m. Respondent obtained payment from Heredia for refinishing the underside of the hood on Heredia's 2000 BMW 323i. In fact, the underside of the existing hood was not refinished on the vehicle.

n. Respondent obtained payment from Heredia for replacing the left fender liner on Heredia's 2000 BMW 323i. In fact, that part was not replaced on the vehicle.

o. Respondent obtained payment from Heredia for removing and reinstalling the left and right body side moldings on Heredia's 2000 BMW 323i. In fact, those parts were not removed and reinstalled on the vehicle.

p. Respondent obtained payment from Heredia for removing and reinstalling the left and right rocker moldings on Heredia's 2000 BMW 323i. In fact, those parts were not removed and reinstalled on the vehicle.

q. Respondent obtained payment from Heredia for replacing the left and right front bumper moldings on Heredia's 2000 BMW 323i. In fact, those parts were not replaced on the vehicle.

r. Respondent obtained payment from Heredia for measuring and pulling the frame on Heredia's 2000 BMW 323i. In fact, those labor operations or repairs were not performed on the vehicle.

s. Respondent obtained payment from Heredia for replacing the front bumper assembly on Heredia's 2000 BMW 323i. In fact, that part was not replaced on the vehicle.

t. Respondent obtained payment from Heredia for removing and reinstalling the right signal lamp assembly on Heredia's 2000 BMW 323i. In fact, that part was not removed and reinstalled on the vehicle.

THIRD CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

27. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair without the consent of the owner or the owner's duly authorized representative a material respect, as follows: Respondent failed to properly repair the right rear quarter panel on Heredia's 2000 BMW 323i in that there was not sufficient clearance between the panel and the fuel door.

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FOURTH CAUSE FOR DISCIPLINE

(Violations of the Code)

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

a. Respondent failed to obtain Heredia's authorization for the collision repairs and supplemental repairs on her 2000 BMW 323i, in violation of Code section 9884.9, subdivision (a).

b. Respondent failed to provide Heredia with an itemized written estimate for the collision repairs on her 2000 BMW 323i, in violation of Code section 9884.9, subdivision (c).

CONSUMER COMPLAINT (PUENTES CORONADO): 2002 MITSUBISHI MIRAGE

29. On or about October 26, 2007, a representative of Mega Appraisers, Inc. ("Mega Appraisers"), acting as agent for TOPA Insurance Company (hereinafter "TOPA"), inspected Matilda Puentes Coronado's ("Puentes Coronado") 2002 Mitsubishi Mirage which had been damaged in an automobile accident. Mega Appraisers prepared an itemized estimate totaling $1,374.71 for the collision damage (hereinafter "insurance estimate").

30. On or about February 19, 2008, Puentes Coronado took the vehicle to Respondent's facility and met with Jesse Mendez ("Jesse"). Puentes Coronado requested that Jesse repair the vehicle per the insurance estimate and Jesse agreed. Jesse did not provide Puentes Coronado with a work order or any other documentation regarding the repair of the vehicle.

31. On or about February 21, 2008, Puentes Coronado went to the facility after receiving a call from Laura Mendez ("Laura"), stating that the repairs were completed. Puentes Coronado inspected the vehicle and found, among other things, that the new paint did not match the existing color of the vehicle and body damage was still visible in various areas. Laura told Puentes Coronado that the facility was too busy to rework the vehicle and to return it at a later date. Laura gave Puentes Coronado Invoice No. 34979 totaling $2,036.53.

32. On or about February 26, 2008, TOPA agent, Multistate Insurance, issued checks totaling $2,036.53.

33. Puentes Coronado took the vehicle back to the facility several times, but was not satisfied with the corrective repairs. On or about August 19, 2008, Puentes Coronado filed a complaint with the Bureau.

34. On September 4, 2008, the Bureau inspected the vehicle using the insurance estimate for comparison. The Bureau found that the left rear frame rail had been damaged consistent with an impact to the left rear of the vehicle and had not been repaired by the facility.

35. On September 10, 2008, representatives of the Bureau went to the facility and met with Jesse and Laura Mendez. The Mendezes were shown photographs of the damaged left rear frame rail. Jesse told the representatives that he did not see the damaged rail while performing the repairs to the vehicle.

36. On September 11, 2008, the Bureau received a copy of the facility's repair file on the vehicle, including a supplement for additional repairs dated February 19, 2008, that the Mendezes had submitted to Multistate Insurance for payment and various parts receipts. The Bureau reviewed the parts receipts, but could not locate a receipt for the rear body nameplate. A representative of the Bureau called Respondent's facility and spoke with Laura. Laura stated that she could not locate the receipt for the nameplate, but indicated that it had been purchased from Fresno Mitsubishi. The Bureau checked with Fresno Mitsubishi and was advised that the part had not been purchased by the Mendezes. Later, the Bureau received the insurance file on the vehicle, including copies of the insurance checks that were issued to Puentes Coronado and Respondent.

37. On October 21, 2008, the Bureau inspected the vehicle after it was partially disassembled and lifted on a rack, and compared the repair work performed by Respondent's facility with the insurance estimate and the supplement dated February 19, 2008. The Bureau found additional damage at the trunk floor that was not related to the accident, but had occurred during the facility's repair of the vehicle. The Bureau also found that the vehicle had not been repaired as estimated. The total value of the repairs Respondent failed to perform as estimated is approximately $294.46.

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38. Schmidt's Auto Body repaired the damage to the vehicle and completed the repairs that had not been performed as estimated at a total cost of $3,088.99.

FIFTH CAUSE FOR DISCIPLINE

(Untrue or Misleading Statements)

39. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized a statement which it knew or in the exercise of reasonable care should have known to be untrue or misleading, as follows: Respondent represented on Invoice No. 34979 that Puentes Coronado's 2002 Mitsubishi Mirage was repaired per the insurance estimate. In fact, Respondent failed to perform over $294.46 in repairs as estimated, as set forth above.

SIXTH CAUSE FOR DISCIPLINE

(Fraud)

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

a. Respondent obtained payment from TOPA/Multistate Insurance for pulling and squaring the rear end of Puentes Coronado's 2002 Mitsubishi Mirage. In fact, that labor operation or repair was not performed, or properly performed, on the vehicle.

b. Respondent obtained payment from TOPA/Multistate Insurance for replacing the rear body nameplate on Puentes Coronado's 2002 Mitsubishi Mirage. In fact, that part was not replaced on the vehicle.

c. Respondent obtained payment from TOPA/Multistate Insurance for setting up Puentes Coronado's 2002 Mitsubishi Mirage on a rack and repairing the frame. In fact, the vehicle had not been set up or anchored for frame or sheet metal measuring and pulls (repair).

SEVENTH CAUSE FOR DISCIPLINE

(Gross Negligence)

41. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(5), in that Respondent committed an act constituting gross negligence, as follows: Respondent released the 2002 Mitsubishi Mirage to Puentes Coronado in an unsafe condition in

that the left rear frame rail was damaged to the extent that it would not have responded or collapsed as designed by the manufacturer if the vehicle were involved in another rear-end collision.

EIGHTH CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

42. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair without the consent of the owner or the owner's duly authorized representative in the following material respects:

a. Respondent failed to identify and repair the collision damage to the left rear frame rail on Puentes Coronado's 2002 Mitsubishi Mirage.

b. Respondent failed to set up or anchor Puentes Coronado's 2002 Mitsubishi Mirage for frame or sheet metal measuring and pulls.

c. Respondent used a Port-a-power (portable hydraulic ram) to repair the damage to the left rear corner of Puentes Coronado's 2002 Mitsubishi Mirage, resulting in damage or a "kink" in the sheet metal of the trunk floor.

d. Respondent failed to properly paint Puentes Coronado's 2002 Mitsubishi Mirage in that the paint on the left rear quarter panel and rear bumper cover did not match the original color of the vehicle.

NINTH CAUSE FOR DISCIPLINE

(Violations of the Code)

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

a. Respondent failed to obtain Puentes Coronado's authorization for the collision repairs and supplemental repairs on her 2002 Mitsubishi Mirage, in violation of Code section 9884.9, subdivision (a).

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b. Respondent failed to provide Puentes Coronado with an itemized written estimate for the collision repairs on her 2002 Mitsubishi Mirage, in violation of Code section 9884.9, subdivision (c).

VEHICLE INSPECTION OF JUNE 4, 2009: 2007 TOYOTA CAMRY

44. On or about February 7, 2008, Physical Damage Appraiser Bill LaMonica ("LaMonica") with the California State Automobile Association ("AAA") went to Respondent's facility and inspected a 2007 Toyota Camry owned by Sukhwant Rai ("Rai") that had been damaged in an automobile accident. LaMonica prepared an itemized estimate for the collision damage totaling $6,497.45, and provided a copy to the facility (LaMonica also mailed a copy of the estimate to Rai).

45. On or about February 8, 2008, AAA issued a check for $5,997.45 made payable to Respondent and Rai.

46. On or about February 21, 2008, LaMonica returned to the facility after receiving a report indicating that Respondent's employees or technicians found additional damage to the vehicle. LaMonica issued a supplemental estimate for additional repairs totaling $3,598.97. That same day, AAA issued a check for $3,598.97 made payable to Respondent.

47. On or about March 14, 2008, LaMonica received a call from Respondent's facility indicating that Rai brought the vehicle back to the facility due to a problem with the windshield washer. LaMonica approved the repair of the part at a cost of $52.83, and issued a supplemental estimate, Supplement 2 (F) (hereinafter "insurance estimate"). The insurance estimate indicated that the total repair costs on the vehicle were $10,149.25.

48. On March 15, 2008, AAA issued a check for $52.83 made payable to Respondent, for total payments on the repairs of $9,649.25. Respondent also received $500 from Rai for the insurance deductible.

49. On June 4, 2009, the Bureau and AAA Special Investigator Tony Corroo inspected the vehicle using the insurance estimate for comparison. The Bureau found that Respondent's facility failed to repair the vehicle as estimated. The total value of the repairs Respondent failed to perform as estimated is approximately $1,440.97.

TENTH CAUSE FOR DISCIPLINE

(Fraud)

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

a. Respondent obtained payment from AAA and Rai for replacing the front bumper cover with an original equipment manufacturer ("OEM") part on Rai's 2007 Toyota Camry. In fact, that part was not replaced with an OEM part on the vehicle.

b. Respondent obtained payment from AAA and Rai for replacing the front bumper absorber with an OEM part on Rai's 2007 Toyota Camry. In fact, that part was not replaced with an OEM part on the vehicle.

c. Respondent obtained payment from AAA and Rai for replacing the front reinforcement bar with an OEM part on Rai's 2007 Toyota Camry. In fact, that part was not replaced with an OEM part on the vehicle.

d. Respondent obtained payment from AAA and Rai for replacing the right front combination lamp assembly with an OEM part on Rai's 2007 Toyota Camry. In fact, that part was not replaced with an OEM part on the vehicle.

e. Respondent obtained payment from AAA and Rai for blending the hood on Rai's 2007 Toyota Camry. In fact, that part was not blended on the vehicle.

f. Respondent obtained payment from AAA and Rai for removing and reinstalling the right and left hood washer nozzles on Rai's 2007 Toyota Camry. In fact, those parts were not removed and reinstalled on the vehicle.

g. Respondent obtained payment from AAA and Rai for replacing the right front fender panel with an OEM part on Rai's 2007 Toyota Camry. In fact, that part was not replaced with an OEM part on the vehicle.

h. Respondent obtained payment from AAA and Rai for replacing the right rear sub frame brace on Rai's 2007 Toyota Camry. In fact, that part was not replaced on the vehicle.

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i. Respondent obtained payment from AAA and Rai for removing and reinstalling the rear view mirror on Rai's 2007 Toyota Camry. In fact, that part was not removed and reinstalled on the vehicle.

j. Respondent obtained payment from AAA and Rai for removing and reinstalling the door trim panel on Rai's 2007 Toyota Camry. In fact, that part was not removed and reinstalled on the vehicle.

k. Respondent obtained payment from AAA and Rai for removing and reinstalling the right front door handle on Rai's 2007 Toyota Camry. In fact, that part was not removed and reinstalled on the vehicle.

ELEVENTH CAUSE FOR DISCIPLINE

(Gross Negligence)

51. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(5), in that Respondent committed an act constituting gross negligence, as follows: Respondent released the 2007 Toyota Camry to Rai in an unsafe condition in that the front bumper absorber had not been installed on the vehicle.

OTHER MATTERS

52. Pursuant to Code section 9884.7, subdivision (c), the Director may refuse to validate, or may invalidate temporarily or permanently, the registrations for all places of business operated in this state by Respondent Jake's Auto Body upon a finding that said Respondent has, or is, engaged in a course of repeated and willful violations of the laws and regulations pertaining to an automotive repair dealer.

PRAYER

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

1. Temporarily or permanently invalidating Automotive Repair Dealer Registration Number ARD 123549, issued to Jake's Auto Body;

2. Temporarily or permanently invalidating any other automotive repair dealer registration issued to Jake's Auto Body;

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

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

DATED: 7/13/10

SHERRY MEHL
Chief
Bureau of Automotive Repair
Department of Consumer Affairs
State of California
Complainant

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