

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

In the Matter of the Accusation Against:

JAKES AUTO BODY;
JESSE B. MENDEZ;
AURORA L. MENDEZ aka LAURA MENDEZ
1920 Ventura
Fresno, CA 93721-2830

Automotive Repair Dealer Registration
No. ARD 123549

Respondent.

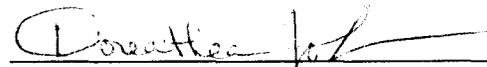
Case No. 77/09-37

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.

This Decision shall become effective March 1, 2011.

DATED: January 26, 2011



DOREATHEA JOHNSON
Deputy Director, Legal Affairs
Department of Consumer Affairs

1 EDMUND G. BROWN JR.
Attorney General of California
2 ARTHUR D. TAGGART
Supervising Deputy Attorney General
3 PATRICK M. KENADY
Deputy Attorney General
4 State Bar No. 050882
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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. 77/09-37

13 **JAKES AUTO BODY; JESSE B.**
14 **MENDEZ; AURORA L. MENDEZ A.K.A.**
15 **LAURA MENDEZ**
16 **1920 Ventura**
17 **Fresno, CA. 937212830**
18 **Automotive Repair Dealer Registration No.**
19 **ARD 123549**

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

Respondents.

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

22 PARTIES

23 1. Sherry Mehl (Complainant) is the Chief of the Bureau of Automotive Repair. She
24 brought this action solely in her official capacity and is represented in this matter by Edmund G.
25 Brown Jr., Attorney General of the State of California, by Patrick M. Kenady, Deputy Attorney
26 General.

27 2. Respondent Jakes Auto Body; Jesse B. Mendez; Aurora L. Mendez a.k.a. Laura
28 Mendez (Respondent) is representing itself in this proceeding and has chosen not to exercise its
right to be represented by counsel.

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

4 **DISCIPLINARY ORDER**

5 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 123549
6 issued to Respondent Jakes Auto Body; Jesse B. Mendez; Aurora L. Mendez a.k.a. Laura Mendez
7 (Respondent) is revoked.

8 IT IS FURTHER ORDERED that respondent shall pay the sum of \$32,124.88 for the cost
9 of investigation and enforcement at the ~~(time respondent makes application for a new license or~~
10 (Pay 32,124.88 only if I get new license registration from the Bureau.) An application for reinstatement shall be considered an application
11 for a new registration and/or license. Respondent must meet all of the current requirements for a
12 new license and/or registration.

13 **ACCEPTANCE**

14 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the
15 stipulation and the effect it will have on my Automotive Repair Dealer Registration. I enter into
16 this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and
17 agree to be bound by the Decision and Order of the Director of Consumer Affairs.

18
19 DATED: 11/2/10

Jesse B. Mendez
JAKES AUTO BODY; JESSE B. MENDEZ, Partner

20
21 DATED: 10/2/10

Aurora L. Mendez
JAKES AUTO BODY; AURORA L. MENDEZ
A.K.A. LAURA MENDEZ, Respondent

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Att: Patrick M. Kenady

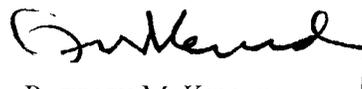
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ENDORSEMENT

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

Dated: 11/24/10

Respectfully Submitted,
EDMUND G. BROWN JR.
Attorney General of California
ARTHUR D. TAGGART
Supervising Deputy Attorney General


PATRICK M. KENADY
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation No. 77/09-37

1 EDMUND G. BROWN JR.
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2 ARTHUR D. TAGGART
Supervising Deputy Attorney General
3 PATRICK M. KENADY
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Facsimile: (916) 327-8643
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:
13 **JAKE'S AUTO BODY**
14 **JESSE B. MENDEZ, PARTNER**
15 **AURORA L. MENDEZ,**
16 **a.k.a. LAURA MENDEZ, PARTNER**
17 **1920 Ventura**
Fresno, CA 93721-2830
Automotive Repair Dealer Reg. No. ARD 123549

Respondent.

Case No. 77/09-37

ACCUSATION

18 Complainant alleges:

19 **PARTIES**

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

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

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1 **JURISDICTION**

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

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

8 **STATUTORY AND REGULATORY PROVISIONS**

9 **(Statutory Provisions)**

10 5. Code section 9884.7 states, in pertinent part:

11 (a) The director, where the automotive repair dealer cannot show there
12 was a bona fide error, may refuse to validate, or may invalidate temporarily or
13 permanently, the registration of an automotive repair dealer for any of the following
14 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.

15 (1) Making or authorizing in any manner or by any means whatever any
16 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.

17

18 (4) Any other conduct which constitutes fraud.

19 (5) Conduct constituting gross negligence.

20 (6) Failure in any material respect to comply with the provisions of this
chapter or regulations adopted pursuant to it.

21 (7) Any willful departure from or disregard of accepted trade standards
22 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 . . .

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

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1 7. Code section 9884.9 states, in pertinent part:

2 (a) The automotive repair dealer shall give to the customer a written
3 estimated price for labor and parts necessary for a specific job. No work shall be done
4 and no charges shall accrue before authorization to proceed is obtained from the
5 customer. No charge shall be made for work done or parts supplied in excess of the
6 estimated price without the oral or written consent of the customer that shall be
7 obtained at some time after it is determined that the estimated price is insufficient and
8 before the work not estimated is done or the parts not estimated are supplied. Written
9 consent or authorization for an increase in the original estimated price may be
10 provided by electronic mail or facsimile transmission from the customer. The bureau
11 may specify in regulation the procedures to be followed by an automotive repair
12 dealer when an authorization or consent for an increase in the original estimated price
13 is provided by electronic mail or facsimile transmission. If that consent is oral, the
14 dealer shall make a notation on the work order of the date, time, name of person
15 authorizing the additional repairs and telephone number called, if any, together with a
16 specification of the additional parts and labor and the total additional cost . . .

17

18 (c) In addition to subdivisions (a) and (b), an automotive repair dealer,
19 when doing auto body or collision repairs, shall provide an itemized written estimate
20 for all parts and labor to the customer. The estimate shall describe labor and parts
21 separately and shall identify each part, indicating whether the replacement part is
22 new, used, rebuilt, or reconditioned. Each crash part shall be identified on the written
23 estimate and the written estimate shall indicate whether the crash part is an original
24 equipment manufacturer crash part or a nonoriginal equipment manufacturer
25 aftermarket crash part.

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

27 "Board" as used in any provision of this Code, refers to the board in
28 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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1 11. Regulation 3372 states:

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

7 12. Regulation 3373 states:

8 No automotive repair dealer or individual in charge shall, in filling out an
9 estimate, invoice, or work order, or record required to be maintained by section
10 3340.15(f) of this chapter, withhold therefrom or insert therein any statement or
11 information which will cause any such document to be false or misleading, or where
12 the tendency or effect thereby would be to mislead or deceive customers, prospective
13 customers, or the public.

14 COST RECOVERY

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

19 CONSUMER COMPLAINT (HEREDIA): 2000 BMW 323i

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

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

27 16. In or about January 2008, Heredia went to the facility and inspected the vehicle.
28 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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1 the instrument panel came on and the engine began to overheat. Heredia reported the problem to
2 the facility and was told to return the vehicle.

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

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

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

13 20. On August 19, 2008, the Bureau received a copy of an itemized estimate totaling
14 \$7,273.12 dated December 26, 2007, that had been prepared by Geico Insurance (hereinafter
15 "insurance estimate"). Later, the Bureau inspected the vehicle using the insurance estimate for
16 comparison and found that certain parts had not been replaced or removed and reinstalled as
17 estimated.

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

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

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

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

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

5 **FIRST CAUSE FOR DISCIPLINE**

6 **(Untrue or Misleading Statements)**

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

13 **SECOND CAUSE FOR DISCIPLINE**

14 **(Fraud)**

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

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

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

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

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

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

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

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

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

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

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

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

19 l. Respondent obtained payment from Heredia for installing a used hood on Heredia's
20 2000 BMW 323i. In fact, the existing hood was not replaced on the vehicle.

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

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

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

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

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

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

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

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

15 **THIRD CAUSE FOR DISCIPLINE**

16 **(Departure from Trade Standards)**

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

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1 **FOURTH CAUSE FOR DISCIPLINE**

2 **(Violations of the Code)**

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

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

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

11 **CONSUMER COMPLAINT (PUENTES CORONADO): 2002 MITSUBISHI MIRAGE**

12 29. On or about October 26, 2007, a representative of Mega Appraisers, Inc. ("Mega
13 Appraisers"), acting as agent for TOPA Insurance Company (hereinafter "TOPA"), inspected
14 Matilda Puentes Coronado's ("Puentes Coronado") 2002 Mitsubishi Mirage which had been
15 damaged in an automobile accident. Mega Appraisers prepared an itemized estimate totaling
16 \$1,374.71 for the collision damage (hereinafter "insurance estimate").

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

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

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

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

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

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

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

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

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

3 **FIFTH CAUSE FOR DISCIPLINE**

4 **(Untrue or Misleading Statements)**

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

11 **SIXTH CAUSE FOR DISCIPLINE**

12 **(Fraud)**

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

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

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

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

24 **SEVENTH CAUSE FOR DISCIPLINE**

25 **(Gross Negligence)**

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

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

4 **EIGHTH CAUSE FOR DISCIPLINE**

5 **(Departure from Trade Standards)**

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

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

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

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

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

20 **NINTH CAUSE FOR DISCIPLINE**

21 **(Violations of the Code)**

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

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

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

4 **VEHICLE INSPECTION OF JUNE 4, 2009: 2007 TOYOTA CAMRY**

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

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

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

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

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

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

1 TENTH CAUSE FOR DISCIPLINE

2 (Fraud)

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

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

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

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

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

17 e. Respondent obtained payment from AAA and Rai for blending the hood on Rai's
18 2007 Toyota Camry. In fact, that part was not blended on the vehicle.

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

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

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

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

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

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

10 **ELEVENTH CAUSE FOR DISCIPLINE**

11 **(Gross Negligence)**

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

16 **OTHER MATTERS**

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

22 **PRAYER**

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

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

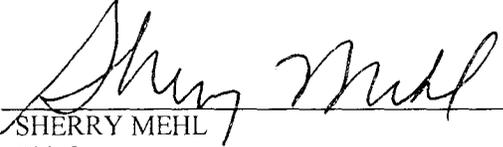
27 2. Temporarily or permanently invalidating any other automotive repair dealer
28 registration issued to Jake's Auto Body;

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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