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

11 In the Matter of the Accusation Against:

Case No. 77/15-62

12 **SIERRA BODY & PAINT**
13 **CECIL J. CHAKURIAN, PARTNER**
14 **CHARLOTTE CHAKURIAN, PARTNER**
15 **807 Barstow**
Clovis, CA 93612-2239

A C C U S A T I O N

16 **Automotive Repair Dealer Reg. No. ARD 176367**

17 Respondent.

18 Complainant alleges:

19 **PARTIES**

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

22 2. In or about 1994, the Director of Consumer Affairs ("Director") issued Automotive
23 Repair Dealer Registration Number ARD 176367 to Sierra Body & Paint ("Respondent"), with
24 Cecil J. Chakurian and Charlotte Chakurian as partners. The automotive repair dealer registration
25 was in full force and effect at all times relevant to the charges brought herein and will expire on
26 January 31, 2016, unless renewed.

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1 **JURISDICTION**

2 3. Business and Professions Code ("Code") section 9884.7 provides that the Director
3 may revoke 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 temporarily or permanently
7 invalidating (suspending or revoking) a registration.

8 **STATUTORY AND REGULATORY PROVISIONS**

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

10 (a) The director, where the automotive repair dealer cannot show there
11 was a bona fide error, may deny, suspend, revoke, or place on probation the
12 registration of an automotive repair dealer for any of the following acts or omissions
13 related to the conduct of the business of the automotive repair dealer, which are done
14 by the automotive repair dealer or any automotive technician, employee, partner,
15 officer, or member of the automotive repair dealer.

16 (1) Making or authorizing in any manner or by any means whatever any
17 statement written or oral which is untrue or misleading, and which is known, or which
18 by the exercise of reasonable care should be known, to be untrue or misleading.

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20 (4) Any other conduct that constitutes fraud.

21 (5) Conduct constituting gross negligence.

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

24 (7) Any willful departure from or disregard of accepted trade standards
25 for good and workmanlike repair in any material respect, which is prejudicial to
26 another without consent of the owner or his or her duly authorized representative

27 6. Code section 9884.7, subdivision (c), states, in pertinent part, that the Director may
28 suspend, revoke, or place on probation 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, subdivision (a), states, in pertinent part:

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 . . .

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.”

10. California Code of Regulations, title 16, section (“Regulation”) 3303 states, in pertinent part:

In this chapter, unless the context otherwise requires:

....

(j) “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.

....

(n) “Corrosion protection” means a coating applied to the vehicle to create a corrosion resistant barrier that protects the structure or component from the elements to which it is exposed.

(o) “Structure” means those components or parts that are designed to support weight, absorb collision energy, and absorb road shock.

....

(q) Original Equipment Manufacturer crash part” or OEM crash part” 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

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1 Collision Center and inspected V. D.'s vehicle. The representatives found that the vehicle had
2 not been repaired pursuant to the preliminary supplement. Later, R. G. went to Liberty Chevrolet
3 and spoke with the parts manager. R. G. was informed that one of the parts invoices provided by
4 the Chakurians had been voided and that the parts listed on the invoice had not been delivered. R.
5 G. also learned that Respondent's facility used a different account to order the fender, headlamps,
6 bumper bar, and cooling fan shroud, but all of those parts had been returned.

7 20. On or about June 6, 2014, the Bureau obtained additional records from Respondent's
8 facility, including a parts invoice from Keystone for the purchase of a fan motor and shroud
9 assembly.

10 21. On or about June 9, 2014, R. G. called Keystone and was informed that the fan motor/
11 shroud assembly listed on the above invoice was not an original equipment manufacturer
12 ("OEM") part, but an aftermarket part.

13 22. On or about June 10, 2014, R. G. received various documents from California
14 Casualty Management Company ("California Casualty"), the insurance carrier who paid for the
15 repairs on the vehicle. R. G. found that California Casualty paid Respondent a total of \$9,241.07.

16 23. At the conclusion of their investigation, the Bureau determined that Respondent's
17 facility failed to perform approximately \$2,865.98 in repairs on V. D.'s vehicle and were grossly
18 negligent in their repair of the vehicle, as set forth below.

19 **FIRST CAUSE FOR DISCIPLINE**

20 **(Untrue or Misleading Statements)**

21 24. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
22 subdivision (a)(1), in that Respondent made or authorized statements which it knew or in the
23 exercise of reasonable care should have known to be untrue or misleading, as follows:

24 a. Respondent represented on the preliminary supplement that the fan caution label on
25 V. D.'s 2011 Chevrolet Cruze was replaced. In fact, that label was not replaced on the vehicle.

26 b. Respondent represented on the preliminary supplement that the emission control label
27 on V. D.'s 2011 Chevrolet Cruze was replaced. In fact, that label was not replaced on the vehicle.

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1 c. Respondent represented on the preliminary supplement that the license plate bracket
2 on V. D.'s 2011 Chevrolet Cruze was replaced. In fact, that part was not replaced on the vehicle.

3 d. Respondent represented on the preliminary supplement that the front bumper impact
4 bar on V. D.'s 2011 Chevrolet Cruze was replaced. In fact, that part was not replaced on the
5 vehicle.

6 e. Respondent represented on the preliminary supplement that the left headlamp
7 assembly on V. D.'s 2011 Chevrolet Cruze was replaced with an OEM part. In fact, the left
8 headlamp assembly was replaced with an aftermarket part.

9 f. Respondent represented on the preliminary supplement that the right headlamp
10 assembly on V. D.'s 2011 Chevrolet Cruze was replaced with an OEM part. In fact, the left
11 headlamp assembly was replaced with an aftermarket part.

12 g. Respondent represented on the preliminary supplement that the new headlamp
13 assemblies were aimed or adjusted on V. D.'s 2011 Chevrolet Cruze. In fact, that labor operation
14 or repair was not performed on the vehicle.

15 h. Respondent represented on the preliminary supplement that the cooling fan shroud on
16 V. D.'s 2011 Chevrolet Cruze was replaced with an OEM part. In fact, the cooling fan shroud
17 was replaced with an aftermarket part.

18 i. Respondent represented on the preliminary supplement that the cooling fan and motor
19 on V. D.'s 2011 Chevrolet Cruze were replaced with an OEM part. In fact, the cooling fan and
20 motor were replaced with aftermarket parts.

21 j. Respondent represented on the preliminary supplement that the air conditioning
22 condenser on V. D.'s 2011 Chevrolet Cruze was replaced. In fact, that part was not replaced on
23 the vehicle.

24 k. Respondent represented on the preliminary supplement that an air conditioning
25 service was performed on V. D.'s 2011 Chevrolet Cruze. In fact, that labor operation or repair
26 was not performed on the vehicle.

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1 l. Respondent represented on the preliminary supplement that the right front fender on
2 V. D.'s 2011 Chevrolet Cruze was replaced. In fact, that part was not replaced on the vehicle, it
3 was repaired instead.

4 m. Respondent represented on the preliminary supplement that the outlet duct on V. D.'s
5 2011 Chevrolet Cruze was replaced. In fact, that part was not replaced on the vehicle.

6 n. Respondent represented on the preliminary supplement that the left front door shell
7 on V. D.'s 2011 Chevrolet Cruze was blended. In fact, that part was not blended on the vehicle.

8 o. Respondent represented on the preliminary supplement that the right front door shell
9 on V. D.'s 2011 Chevrolet Cruze was blended. In fact, that part was not blended on the vehicle.

10 p. Respondent represented on the preliminary supplement that the left front door
11 weather strip on V. D.'s 2011 Chevrolet Cruze was removed and reinstalled. In fact, that part was
12 not removed and reinstalled on the vehicle.

13 q. Respondent represented on the preliminary supplement that the left front door
14 applique on V. D.'s 2011 Chevrolet Cruze was removed and reinstalled. In fact, the left front
15 door applique was not removed and reinstalled on the vehicle.

16 r. Respondent represented on the preliminary supplement that the right front door
17 applique on V. D.'s 2011 Chevrolet Cruze was removed and reinstalled. In fact, the right front
18 door applique was not removed and reinstalled on the vehicle.

19 s. Respondent represented on the preliminary supplement that the right front door
20 weather strip on V. D.'s 2011 Chevrolet Cruze was removed and reinstalled. In fact, that part was
21 not removed and reinstalled on the vehicle.

22 t. Respondent represented on the preliminary supplement that the right front side mirror
23 on V. D.'s 2011 Chevrolet Cruze was removed and reinstalled. In fact, that part was not removed
24 and reinstalled on the vehicle.

25 u. Respondent represented on the preliminary supplement that the left front side mirror
26 on V. D.'s 2011 Chevrolet Cruze was removed and reinstalled. In fact, that part was not removed
27 and reinstalled on the vehicle.

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1 v. Respondent represented on the preliminary supplement that the right front door
2 handle on V. D.'s 2011 Chevrolet Cruze was removed and reinstalled. In fact, that part was not
3 removed and reinstalled on the vehicle.

4 w. Respondent represented on the preliminary supplement that the left front door handle
5 on V. D.'s 2011 Chevrolet Cruze was removed and reinstalled. In fact, that part was not removed
6 and reinstalled on the vehicle.

7 **SECOND CAUSE FOR DISCIPLINE**

8 **(Fraud)**

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

11 a. Respondent obtained payment from California Casualty and/or V. D. for replacing the
12 fan caution label on V. D.'s 2011 Chevrolet Cruze. In fact, that label was not replaced on the
13 vehicle.

14 b. Respondent obtained payment from California Casualty and/or V. D. for replacing the
15 emission control label on V. D.'s 2011 Chevrolet Cruze. In fact, that label was not replaced on
16 the vehicle.

17 c. Respondent obtained payment from California Casualty and/or V. D. for replacing the
18 license plate bracket on V. D.'s 2011 Chevrolet Cruze. In fact, that part was not replaced on the
19 vehicle.

20 d. Respondent obtained payment from California Casualty and/or V. D. for replacing the
21 front bumper impact bar on V. D.'s 2011 Chevrolet Cruze. In fact, that part was not replaced on
22 the vehicle.

23 e. Respondent obtained payment from California Casualty and/or V. D. for replacing the
24 left headlamp assembly on V. D.'s 2011 Chevrolet Cruze with an OEM part. In fact, the left
25 headlamp assembly was replaced with an aftermarket part.

26 f. Respondent obtained payment from California Casualty and/or V. D. for replacing the
27 right headlamp assembly on V. D.'s 2011 Chevrolet Cruze with an OEM part. In fact, the left
28 headlamp assembly was replaced with an aftermarket part.

1 g. Respondent obtained payment from California Casualty and/or V. D. for aiming or
2 adjusting the new headlamp assemblies on V. D.'s 2011 Chevrolet Cruze. In fact, that labor
3 operation or repair was not performed on the vehicle.

4 h. Respondent obtained payment from California Casualty and/or V. D. for replacing the
5 cooling fan shroud on V. D.'s 2011 Chevrolet Cruze with an OEM part. In fact, the cooling fan
6 shroud was replaced with an aftermarket part.

7 i. Respondent obtained payment from California Casualty and/or V. D. for replacing the
8 cooling fan/motor assembly on V. D.'s 2011 Chevrolet Cruze with an OEM part. In fact, the
9 cooling fan/motor assembly was replaced with an aftermarket part.

10 j. Respondent obtained payment from California Casualty and/or V. D. for replacing the
11 air conditioning condenser on V. D.'s 2011 Chevrolet Cruze. In fact, that part was not replaced
12 on the vehicle.

13 k. Respondent obtained payment from California Casualty and/or V. D. for performing
14 an air conditioning service on V. D.'s 2011 Chevrolet Cruze. In fact, that labor operation or
15 repair was not performed on the vehicle.

16 l. Respondent obtained payment from California Casualty and/or V. D. for replacing the
17 right front fender on V. D.'s 2011 Chevrolet Cruze. In fact, that part was not replaced on the
18 vehicle, it was repaired instead.

19 m. Respondent obtained payment from California Casualty and/or V. D. for replacing the
20 outlet duct on V. D.'s 2011 Chevrolet Cruze. In fact, that part was not replaced on the vehicle.

21 n. Respondent obtained payment from California Casualty and/or V. D. for blending the
22 left front door shell on V. D.'s 2011 Chevrolet Cruze. In fact, that part was not blended on the
23 vehicle.

24 o. Respondent obtained payment from California Casualty and/or V. D. for blending the
25 right front door shell on V. D.'s 2011 Chevrolet Cruze. In fact, that part was not blended on the
26 vehicle.

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1 p. Respondent obtained payment from California Casualty and/or V. D. for removing
2 and reinstalling the left front door weather strip on V. D.'s 2011 Chevrolet Cruze. In fact, that
3 part was not removed and reinstalled on the vehicle.

4 q. Respondent obtained payment from California Casualty and/or V. D. for removing
5 and reinstalling the left front door applique on V. D.'s 2011 Chevrolet Cruze. In fact, the left
6 front door applique was not removed and reinstalled on the vehicle.

7 r. Respondent obtained payment from California Casualty and/or V. D. for removing
8 and reinstalling the right front door applique on V. D.'s 2011 Chevrolet Cruze. In fact, the right
9 front door applique was not removed and reinstalled on the vehicle.

10 s. Respondent obtained payment from California Casualty and/or V. D. for removing
11 and reinstalling the right front door weather strip on V. D.'s 2011 Chevrolet Cruze. In fact, that
12 part was not removed and reinstalled on the vehicle.

13 t. Respondent obtained payment from California Casualty and/or V. D. for removing
14 and reinstalling the right front side mirror on V. D.'s 2011 Chevrolet Cruze. In fact, that part was
15 not removed and reinstalled on the vehicle.

16 u. Respondent obtained payment from California Casualty and/or V. D. for removing
17 and reinstalling the left front side mirror on V. D.'s 2011 Chevrolet Cruze. In fact, that part was
18 not removed and reinstalled on the vehicle.

19 v. Respondent obtained payment from California Casualty and/or V. D. for removing
20 and reinstalling the right front door handle on V. D.'s 2011 Chevrolet Cruze. In fact, that part
21 was not removed and reinstalled on the vehicle.

22 w. Respondent obtained payment from California Casualty and/or V. D. for removing
23 and reinstalling the left front door handle on V. D.'s 2011 Chevrolet Cruze. In fact, that part was
24 not removed and reinstalled on the vehicle.

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1 **THIRD CAUSE FOR DISCIPLINE**

2 **(Gross Negligence)**

3 26. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
4 subdivision (a)(5), in that Respondent committed an act constituting gross negligence, as follows:
5 Respondent failed to replace the damaged front bumper impact bar on V. D.'s 2011 Chevrolet
6 Cruze, compromising the structural integrity of the vehicle and exposing the consumer to
7 potential harm in the event of a collision.

8 **FOURTH CAUSE FOR DISCIPLINE**

9 **(Departure from Trade Standards)**

10 27. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
11 subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade
12 standards for good and workmanlike repair without the consent of the owner or the owner's duly
13 authorized representative in the following material respects: Respondent failed to properly install
14 the new or replacement radiator support on V. D.'s 2011 Chevrolet Cruze in that the spot welds
15 were substandard, and certain areas on the radiator support were not welded at all. Further,
16 Respondent failed to apply corrosion protection to the welds, in violation of Regulation 3365,
17 subdivision (b), leaving bare metal exposed to the elements.

18 **FIFTH CAUSE FOR DISCIPLINE**

19 **(Violations of Regulations)**

20 28. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
21 subdivision (a)(6), in that Respondent failed to comply with Regulation 3353, subdivision (e), in a
22 material respect, as follows: Respondent changed the method of repair or parts supplied on
23 V. D.'s 2011 Chevrolet Cruze without V. D.'s authorization.

24 **VEHICLE INSPECTION: 2009 HONDA PILOT**

25 29. On or about September 25, 2014, Bureau Representative J. G. went to Respondent's
26 facility and obtained a copy of a repair file pertaining to a 2009 Honda Pilot owned by J. N. J. G.
27 reviewed the documents, including Respondent's preliminary estimate dated December 13, 2012,
28 in the amount of \$5,019.55. According to the estimate, the right front and rear doors were

1 replaced on the vehicle and the right rear quarter panel was repaired. Respondent's facility
2 provided the Bureau with various parts invoices, but not a parts invoice for the right front door.

3 30. On or about October 23, 2014, J. G. inspected J. N.'s vehicle and found that the right
4 front door had not been replaced, but had been repaired instead. J. G. also found that the vehicle
5 had not been repaired to accepted trade standards. The total value of the repair(s) Respondent
6 failed to perform on the vehicle is approximately \$1,784.37. Later, J. G. received documentation
7 showing that Mid-Century Insurance Company (a subsidiary of Farmers Insurance Company) had
8 paid Respondent's facility \$4,019.55 for the repairs.

9 **SIXTH CAUSE FOR DISCIPLINE**

10 **(Untrue or Misleading Statements)**

11 31. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
12 subdivision (a)(1), in that Respondent made or authorized statements which it knew or in the
13 exercise of reasonable care should have known to be untrue or misleading, as follows:

14 Respondent represented on the preliminary estimate that the right front door on J. N.'s 2009
15 Honda Pilot was replaced. In fact, that part had not been replaced on the vehicle, it had been
16 repaired instead.

17 **SEVENTH CAUSE FOR DISCIPLINE**

18 **(Fraud)**

19 32. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
20 subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows: Respondent
21 obtained payment from Mid-Century Company for replacing the right front door on J. N.'s 2009
22 Honda Pilot. In fact, that part had not been replaced on the vehicle, it had been repaired instead.

23 **EIGHTH CAUSE FOR DISCIPLINE**

24 **(Departure from Trade Standards)**

25 33. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
26 subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade
27 standards for good and workmanlike repair without the consent of the owner or the owner's duly
28 authorized representative in a material respect, as follows: Respondent failed to apply corrosion

1 protection to the repaired areas on the inside of the right front door (the areas where the dent was
2 pulled) on J. N.'s 2009 Honda Pilot, in violation of Regulation 3365, subdivision (b).

3 **VEHICLE INSPECTION: 2010 CHEVROLET SILVERADO**

4 34. Bureau Representative J. G. reviewed records obtained from Respondent's facility
5 pertaining to their repair of a 2010 Chevrolet Silverado owned by D. U. Respondent's facility
6 had provided the Bureau with copies of, among other things, Respondent's preliminary estimate
7 dated January 8, 2014, in the amount of \$1,456.40, and Respondent's preliminary estimate dated
8 January 22, 2014, in the amount of \$4,139.86. D. U. had not signed either estimate. According
9 to the estimate of January 22, 2014, the left and right outer bedside panels had been replaced;
10 however, there were no parts invoices showing that bedside panels had been purchased for the
11 vehicle.

12 35. On or about November 3, 2014, J. G. inspected D. U.'s vehicle and found that the
13 bedside panels had not been replaced, but had been repaired instead, that the left outer bedside
14 panel had cracked following the repairs, and that other repairs had also not been performed as
15 estimated. Further, the vehicle had not been repaired to accepted trade standards. The total
16 estimated value of the repairs Respondent failed to perform on the vehicle is approximately
17 \$3,866.28. J. G. asked D. U. if she had paid Respondent the \$500 insurance deductible. D. U.
18 told J. G. that Respondent's facility had waived the deductible. J. G. received documentation
19 showing that Farmers Insurance Company ("Farmers") had paid the facility \$3,639.86 for the
20 repairs.

21 **NINTH CAUSE FOR DISCIPLINE**

22 **(Untrue or Misleading Statements)**

23 36. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
24 subdivision (a)(1), in that Respondent made or authorized statements which it knew or in the
25 exercise of reasonable care should have known to be untrue or misleading, as follows:

26 a. Respondent represented on the preliminary estimate dated January 22, 2014, that the
27 right outer bedside panel on D. U.'s 2010 Chevrolet Silverado was replaced. In fact, that part was
28 not replaced on the vehicle, it was repaired instead.

1 c. Respondent obtained payment from Farmers for replacing the right front stone guard
2 on D. U.'s 2010 Chevrolet Silverado. In fact, that part was not replaced on the vehicle.

3 d. Respondent obtained payment from Farmers for replacing the left front stone guard
4 on D. U.'s 2010 Chevrolet Silverado. In fact, that part was not replaced on the vehicle.

5 e. Respondent obtained payment from Farmers for replacing the right rear stone guard
6 on D. U.'s 2010 Chevrolet Silverado. In fact, that part was not replaced on the vehicle.

7 f. Respondent obtained payment from Farmers for replacing the left rear stone guard on
8 D. U.'s 2010 Chevrolet Silverado. In fact, that part was not replaced on the vehicle.

9 g. Respondent obtained payment from Farmers for restoring the corrosion protection on
10 D. U.'s 2010 Chevrolet Silverado. In fact, the corrosion protection was not restored on the
11 vehicle.

12 **ELEVENTH CAUSE FOR DISCIPLINE**

13 **(Departure from Trade Standards)**

14 38. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
15 subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade
16 standards for good and workmanlike repair without the consent of the owner or the owner's duly
17 authorized representative in a material respect, as follows: Respondent failed to apply corrosion
18 protection to the repaired or welded areas on the left and right outer bedside panels of D. U.'s
19 2010 Chevrolet Silverado, in violation of Regulation 3365, subdivision (b).

20 **TWELFTH CAUSE FOR DISCIPLINE**

21 **(Violations of the Code)**

22 39. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
23 subdivision (a)(6), in that Respondent failed to comply with section 9884.9, subdivision (a), of
24 that Code in a material respect, as follows: Respondent failed to ensure that D. U. signed the
25 preliminary estimates or authorized the repairs on her 2010 Chevrolet Silverado.

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1 **FOURTEENTH CAUSE FOR DISCIPLINE**

2 **(Fraud)**

3 43. 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 M. M. for replacing the rear bumper assembly on
6 his 2006 Toyota Tacoma with an OEM part. In fact, the rear bumper assembly was replaced with
7 an aftermarket part.

8 b. Respondent obtained payment from M. M. for replacing the right rear tail lamp on his
9 2006 Toyota Tacoma with an OEM part. In fact, the right rear tail lamp was replaced with an
10 aftermarket part.

11 c. Respondent obtained payment from M. M. for replacing the trailer hitch cap on his
12 2006 Toyota Tacoma. In fact, that part was not replaced on the vehicle.

13 **FIFTEENTH CAUSE FOR DISCIPLINE**

14 **(Gross Negligence)**

15 44. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
16 subdivision (a)(5), in that Respondent committed an act constituting gross negligence, as follows:
17 Respondent repaired the rear frame rails on M. M.'s 2006 Toyota Tacoma with the use of heat,
18 contrary to the vehicle manufacturer's guidelines¹, compromising the structural integrity of the
19 frame.

20 **SIXTEENTH CAUSE FOR DISCIPLINE**

21 **(Departure from Trade Standards)**

22 45. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
23 subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade
24 standards for good and workmanlike repair without the consent of the owner or the owner's duly
25 authorized representative in a material respect, as follows: Respondent failed to apply corrosion

26 _____
27 ¹ Toyota only approves the use of cold straightening methods (pushing, pulling, and
28 hammering) to repair frames. The manufacturer also provides that body and frame deformations
that cannot be repaired by the cold straightening method should be replaced.

1 protection to all areas of the rear frame rails that were heated on M. M.'s 2006 Toyota Tacoma, in
2 violation of Regulation 3365, subdivision (b).

3 **OTHER MATTERS**

4 46. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,
5 or place on probation the registration for all places of business operated in this state by
6 Respondent Sierra Body & Paint upon a finding that Respondent has, or is, engaged in a course of
7 repeated and willful violations of the laws and regulations pertaining to an automotive repair
8 dealer.

9 **PRAYER**

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

- 12 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
13 176367, issued to Sierra Body & Paint;
- 14 2. Revoking or suspending any other automotive repair dealer registration issued in the
15 name of Sierra Body & Paint;
- 16 3. Ordering Sierra Body & Paint to pay the Bureau of Automotive Repair the reasonable
17 costs of the investigation and enforcement of this case, pursuant to Business and Professions
18 Code section 125.3; and
- 19 4. Taking such other and further action as deemed necessary and proper.

20
21 DATED: June 3, 2015


22 PATRICK DORAIS
23 Chief
24 Bureau of Automotive Repair
25 Department of Consumer Affairs
26 State of California
27 Complainant

28 SA2015102488