

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

In the Matter of the Accusation Against:

**CECIL J. CHAKURIAN, and  
CHARLOTTE CHAKURIAN, Partners,  
doing business as SIERRA BODY &  
PAINT,**

Clovis, CA 93612-2239

Automotive Repair Dealer Registration  
No. ARD 176367

Respondent.

Case No. 77/15-62

OAH No. 2015060774

**DECISION**

The attached Proposed Decision of the Administrative Law Judge is hereby accepted and adopted by the Director of Consumer Affairs as the Decision in the above-entitled matter.

This Decision shall become effective April 20<sup>th</sup>, 2016.

DATED: March 14, 2016

  
TAMARA COLSON  
Assistant General Counsel  
Department of Consumer Affairs

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DEPARTMENT OF CONSUMER AFFAIRS  
FOR THE BUREAU OF AUTOMOTIVE REPAIR  
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Automotive Repair Dealer Registration No.  
ARD 176367

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OAH No. 2015060774

**PROPOSED DECISION**

This matter was heard before Ed Washington, Administrative Law Judge, Office of Administrative Hearings, State of California, in Fresno, California, on November 30, and December 1, 2015.

Deputy Attorney General Phillip L. Arthur represented complainant Patrick Dorias, Chief of the Bureau of Automotive Repair (Bureau), Department of Consumer Affairs.

Respondents Cecil J. Chakurian and Charlotte Chakurian, partners, doing business as respondent Sierra Body and Paint, represented themselves.

The hearing concluded on December 1, 2015. The record remained open through December 11, 2015, to allow respondents to submit financial records and to allow complainant to submit any objections to those records. On December 7, 2015, respondents submitted five Form 1040, Schedule C, Profit or Loss forms, previously completed and filed with the Internal Revenue Service on behalf of Sierra Body and Paint. These documents were marked collectively Exhibit A. The matter was submitted for decision on December 11, 2015.

## FACTUAL FINDINGS

1. In 1994, the Bureau issued Automotive Repair Dealer Registration Number ARD 176367 (registration) to respondents, as partners, doing business as Sierra Body and Paint. The registration was in full force and effect at all times relevant to the findings herein, and will expire on January 16, 2016, unless renewed or revoked.

2. On June 3, 2015, complainant, acting solely in his official capacity, filed an Accusation seeking to discipline respondents' registration based on numerous violations of the Automotive Repair Act.

### *Consumer Complaint – 2011 Chevrolet Cruz*

3. In January 2014, Vella Draughon was involved in a vehicle accident resulting in collision damage to her 2011 Chevrolet Cruz (Chevy Cruz). Ms. Draughon had the Chevy Cruz repaired at Sierra Body and Paint. The damage to the Chevy Cruz was covered by Ms. Draughon's insurer (California Casualty), who determined the cost of repairs, based on an estimate itemizing the parts and labor required to complete those repairs. Respondents prepared a Preliminary Estimate and Preliminary Supplement (repair detail) documenting that the Chevy Cruz would be repaired as itemized by the insurer. California Casualty paid respondents \$9,197.59 to repair the Chevy Cruz, as specified. Ms. Draughon also paid respondents \$250 to cover the deductible on her insurance claim. She did not authorize respondents to repair her car other than as specified by California Casualty.

4. Shortly after the Chevy Cruz was repaired, Ms. Draughon experienced problems with the vehicle she had not experienced prior to the vehicle being repaired. When she drove it, she noticed a "vibration and rattling sound" coming from the area of the cooling fan. She took the vehicle to Sierra Body and Paint and was told the cooling fan was operating as designed. When the vibration and rattling continued, she took the vehicle to a local Chevrolet dealership to identify problem and was informed that the cooling fan was damaged and that other repairs had not been properly completed. She filed a complaint with the Bureau, who conducted an investigation which revealed the following regarding repairs performed by Sierra Body and Paint on her Chevy Cruz:

a. Respondents accepted payment for the following repairs, as specified in the detail, that were not performed:

- 1) Replacing the fan caution label.
- 2) Replacing the emission control label.
- 3) Replacing the license plate bracket.
- 4) Replacing the front bumper impact bar.

- 5) Replacing the left headlamp assembly with an OEM part.
- 6) Replacing the right headlamp assembly with an OEM part.
- 7) Aiming or adjusting the new headlamp assemblies.
- 8) Replacing the cooling fan shroud with an OEM part.
- 9) Replacing the cooling fan motor assembly with an OEM part.
- 10) Replacing the air-conditioning condenser.
- 11) Performing an air-conditioning service.
- 12) Replacing the right front fender.
- 13) Replacing the outlet duct.
- 14) Blending the left front door shell.
- 15) Blending the right front door shell.
- 16) Removing and reinstalling the left front door weather stripping.
- 17) Removing and reinstalling the left front door applique.
- 18) Removing and reinstalling the right front door applique.
- 19) Removing and reinstalling the right front door weather stripping.
- 20) Removing and reinstalling the right front side mirror.
- 21) Removing and reinstalling the left front side mirror.
- 22) Removing and reinstalling the right front door handle.
- 23) Removing and reinstalling the left front door handle.

b. Sierra Body and Paint ordered and obtained invoices for several of the parts not installed on the Chevy Cruz and either returned those items to their suppliers or never picked them up. Sierra Body and Paint also failed to properly complete several repairs on the Chevy Cruz. The radiator supports were not properly installed, as several spot welds were substandard or missing and no corrosion protection was applied. The left headlamp

mounting tab was also modified during installation to allow it to fit, and the vehicle cooling fan and fan shroud were not properly installed.

5. While investigating the Draughon complaint, the Bureau obtained repair files for several other vehicles recently repaired by Sierra Body and Paint. A review of those repair files and inspection of the related vehicles revealed the following:

*Vehicle Inspection – 2009 Honda Pilot*

a. In December 2012, Joel Nickel took his 2009 Honda Pilot (Honda) to Sierra Body and Paint for repair. The damage to the Honda was covered by Mr. Nickel's insurer, Farmers Insurance Group (Farmers), who determined the cost of repairs, based on an estimate itemizing the parts and labor required to complete those repairs. Respondents prepared a Preliminary Estimate (repair detail) documenting that the Honda would be repaired as itemized by the insurer. The repair detail specified that repairs would total \$5,019.55. As Mr. Nickel had a \$1,000 deductible, Farmers paid respondents \$4,019.55 to repair the Honda, as specified. Rather than accept a deductible payment from Mr. Nickel, respondents paid him \$250 from the monies received from Farmers. The repair detail for the Honda specified that the vehicle's right front door had been replaced, and respondents accepted payment for this replacement. However, the right front door had not been replaced. Additionally, some of the repairs Sierra Body and Paint performed on the Honda fell below accepted trade standards, as no corrosion protection was applied to the areas repaired inside the right front door.

*Vehicle Inspection – 2010 Chevrolet Silverado*

b. In January 2014, Debbie Underwood took her 2010 Chevrolet Silverado (Silverado) to Sierra Body and Paint for repair. The damage to the Silverado was covered by Ms. Underwood's insurer, Farmers Insurance Group (Farmers), who determined the cost of repairs, based on an estimate itemizing the parts and labor required to complete those repairs. Respondents prepared two Preliminary Estimates (repair details), dated January 8, 2014, and January 22, 2014. Neither repair detail was signed by Ms. Underwood, but she was aware of and authorized the work respondents performed before the work began. The repair detail, dated January 22, 2014, specifies that the Silverado would be repaired as itemized by the insurer for \$4,139.86. As Ms. Underwood had a \$500 deductible, Farmers paid respondents \$3,639.86 to repair the Silverado, as specified. Respondents and Ms. Underwood agreed to repair the vehicle other than as specified in the January 22, 2014, repair detail provided to Farmers. Because the actual repairs were less costly than initially specified, respondents waived Ms. Underwood's deductible payment and also "reimbursed" her \$1,542.26 from the insurance proceeds. The insurer-approved repair detail for the Silverado specifies that the vehicle's left and right outer bedside panels had been replaced. Respondents accepted payment for this repair; however, the left and right outer bedside panels were not replaced. The insurer-approved repair detail for the Silverado also specified that the vehicle's front and rear stone guards had been replaced. Respondents accepted payment for this repair. However, those items were never replaced. The repair detail also specified that corrosion

protection was restored on the vehicle. Respondents accepted payment for this repair, but corrosion protection was not restored.

#### *Vehicle Inspection – 2006 Toyota Tacoma*

c. In May 2014, Mike Munoz took his 2006 Toyota Tacoma (Tacoma) to Sierra Body and Paint for repair after being involved in a vehicle accident. Respondents prepared a Preliminary Estimates (repair detail) documenting that the Silverado would be repaired as itemized for \$2,076.56. Mr. Munoz was paid an unspecified amount of money by the person responsible for the vehicle accident for repairs. The repair detail for the Tacoma specifies that the vehicle's rear bumper assembly and right rear tail lamp were replaced with OEM parts. Respondents accepted payment to replace these items with OEM part, but did not. Respondents also accepted payment to replace the trailer hitch cap on the Tacoma, as specified in the repair detail, but failed to do so. While performing repairs, respondents compromised the structural integrity of the Tacoma by using heat to repair the rear frame rails, in contradiction to the vehicle manufacturer's guidelines. Respondents also failed to apply corrosion protection to the areas of the frame rails that were heated. After completing repairs to the Tacoma, respondents attempted to "refund" Mr. Munoz the difference between the actual cost of repairs and the amount paid to repair the vehicle as specified in the repair detail. Mr. Munoz refused to accept the "refund."

#### *Respondents' Testimony*

6. Mr. Chakurian testified that the repair errors related to the Chevy Cruz were his fault, but emphasized that he was never given a chance to fix them. He testified that all the repairs performed on the Honda, Silverado, and Tacoma were performed as the customers requested, despite the fact that the repair details for the vehicles specify that he was paid to perform significantly different repairs. He also testified that he was not aware that he could not use heat to straighten the frame rails on the Tacoma. Ms. Chakurian testified that her job is to "run the office." She prepares estimates, handles insurance billing, and accepts payment from customers. She testified that she tried to refund the difference in the cost of repairs for the Tacoma (created by deviating from the written repair detail) to Mr. Munoz, but he refused to accept the money. When asked what happens to the difference in the cost of repairs paid by insurance companies when they deviate from the written repair detail, she hesitated and then replied "it goes into the business."

#### *Discussion*

7. Cause exists to discipline respondents' registration. Respondents admitted the underlying allegations. They felt they should have been given an additional opportunity to fix the deficient and undocumented repairs on the Chevy Cruz. They took no responsibility for accepting payment for repairs not performed, claiming the vehicle owners authorized them to do so. Respondents' explanations for why they violated the Automotive Repair Act are not persuasive. Both consumers and insurance providers expect automotive repair dealers to complete vehicle repairs as specified in vehicle repair estimates and vehicle repair

invoices, unless the insurance providers or consumers agree to a modification and the repair estimate and invoice are adjusted accordingly. More importantly, consumers and insurance providers expect automotive repair dealers to effect vehicle repairs in a manner that maintains the vehicle's integrity and ensures that the vehicle is safe to operate. The repairs respondents performed on each of the vehicles described above demonstrate that respondents accepted payment for repair services either not completed at all, not completed as described, or not completed satisfactorily, all in violation of the Automotive Repair Act.

8. In its Guidelines for Disciplinary Penalties and Terms of Probation, the Bureau has set forth several "Factors in Aggravation and in Mitigation" that should be considered when determining the severity of any discipline imposed upon an automotive repair dealer's registration. Here, the only applicable factors are factors in aggravation. Respondents' failure to properly repair the damaged front bumper on the Chevy Cruz and the frame rails on the Tacoma constituted negligent or willful improper repair work that endangered consumers. That respondents' conduct was repeated with multiple vehicles demonstrates that their unlawful acts were part of a pattern of practice. Respondent's evidence at hearing was not mitigating.

9. When all the evidence is considered, respondents' conduct established that it would be against public interest to permit them to maintain their automotive repair dealer registration, at the present time, even on a probationary basis. The Bureau has demonstrated that respondents engaged in multiple acts of fraud, misrepresentation, gross negligence, and willful departure from or disregard of trade standards when completing automotive repairs. Therefore, the Bureau established cause to invalidate respondents' automotive repair dealer registration.

#### *Recoverable Costs*

10. Pursuant to Business and Professions Code section 125.3, the Bureau requested costs of investigation and enforcement in the total amount of \$16,596.87. This amount consists of investigative cost incurred by the Bureau of \$12,711.87 and enforcement cost incurred by the Office of the Attorney General and billed to the Bureau of \$3,885.

11. The Bureau submitted a Certification of Investigative and Other Costs in support of its investigation costs, which specifies the Program Representative hours and billing rate dedicated to investigating this matter, for a total of \$6,973.58. However, the certification does not specify the task performed by the Program Representative(s) during those hours and, therefore, lacks sufficient particularity to recover those costs. (Cal. Code Regs., tit. 1, § 1042, subd. (b)(1) [cost declarations must include or attach sufficient information to "describe the general tasks performed, the time spent on each task and the method of calculating the cost."]) The certification also specifies that the Bureau spent \$5,738.29 in "evidence." At hearing the Bureau established that it spent \$5,738.29 for corrective repairs to the Chevy Cruz to retain the replaced parts as evidence.

12. The Bureau also submitted a Certification of Prosecution Costs; Declaration of Phillip L. Arthur, which requests costs in the amount of \$3,885. Attached to the certification is a printout of a Matter Time Activity by Professional Type, which describes with sufficient particularity the nature of the work performed by the Office of the Attorney General. These costs are reasonable in light of the allegations in this matter.

13. Based on the allegations specified in the Accusation, and without substantiation to justify greater investigative costs, the reasonable cost of investigation and prosecution are \$9,623.29.

14. Respondents testified that they do not have the financial ability to pay the requested \$16,596.87 costs of investigation and prosecution. They asserted their profit margins fluctuate but are generally low. They have typical living expenses associated with owning a small business and submitted tax documentation to establish their recent earnings.

## LEGAL CONCLUSIONS

### *Burden of Proof*

1. The Bureau has the burden of proving grounds for disciplining respondents' Automotive Repair Dealer registration by a preponderance of the evidence. (*Imports Performance v. Department of Consumer Affairs, Bureau of Automotive Repair* (2011) 201 Cal.App.4th 911, 916-917.)

### *Applicable Statutes and Regulations*

2. Business and Professions Code section 9884.7, subdivision (a) provides, in pertinent part:

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.

(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.

[¶] ... [¶]

- (4) Any other conduct that constitutes fraud.
- (5) Conduct constituting gross negligence.
- (6) Failure in any material respect to comply with the provisions of this chapter or regulations adopted pursuant to it.
- (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.

[¶] ... [¶]

3. Business and Professions Code section 9884.9, subdivision (a), in pertinent part, provides that “[t]he 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. ... .”

4. California Code of Regulations, title 16, section 3353, subdivision (e) provides “[i]f the customer has authorized repairs according to a work order on which parts and labor are itemized, the dealer shall not change the method of repair or parts supplied without the written, oral, or electronic authorization of the customer. ... .”

5. Business and Professions Code section 9884.7, subdivision (c), provides that the Bureau “may 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 Automotive Repair Dealer Act].”

#### *Cause for Discipline*

6. The Bureau established that respondents’ Automotive Repair Dealer Registration Number ARD 176367 is subject to disciplinary action for making untrue or misleading statements, under Business and Professions Code section 9884.7, subdivision (a)(1), for representing on the repair details of the Chevy Cruz, Honda, Silverado, and Tacoma that repairs were performed, or would be performed, that respondents knew were not. (Findings 3 through 6.)

7. The Bureau established that respondents’ Automotive Repair Dealer Registration Number ARD 176367 is subject to disciplinary action for fraud, under Business

and Professions Code section 9884.7, subdivision (a)(4), for accepting payment for repairs on the Chevy Cruz, Honda, Silverado, and Tacoma that were not performed. (Findings 3 through 6.)

8. The Bureau established that respondents' Automotive Repair Dealer Registration Number ARD 176367 is subject to disciplinary action for gross negligence, under Business and Professions Code section 9884.7, subdivision (a)(5), for failing to replace the damaged front bumper impact bar on the Chevy Cruz and for using heat to repair the rear frame rails on the Tacoma. (Findings 4 and 5c.)

9. The Bureau established that respondents' Automotive Repair Dealer Registration Number ARD 176367 is subject to disciplinary action for failure to comply with the Automotive Repair Act, under Business and Professions Code section 9884.7, subdivision (a)(6), for violating California Code of Regulations, title 16, section 3353, subdivision (e), for changing the method of repair or parts supplied to repair the Chevy Cruz without owner authorization. (Findings 3 and 4.)

10. The Bureau did not establish that respondents' Automotive Repair Dealer Registration Number ARD 176367 is subject to disciplinary action for failure to comply with the Automotive Repair Act, under Business and Professions Code section 9884.7, subdivision (a)(6), for violating Business and Professions Code section 9884.9, subdivision (a) for failing to have Ms. Underwood sign the preliminary estimates or authorize repairs on her Silverado. (Finding 5b.) This cause for discipline is dismissed.

11. The Bureau established that respondents' Automotive Repair Dealer Registration Number ARD 176367 is subject to disciplinary action for willfully departing from or disregarding accepted trade standards for good and workmanlike repair, under Business and Professions Code section 9884.7, subdivision (a)(7), as follows: (a) Respondents failed to replace the damaged front bumper impact bar, failed to properly install the radiator support, and failed to provide corrosion protection on the Chevy Cruz; (b) respondents failed to provide corrosion protection to the inside right door of the Honda; (c) respondents failed to provide corrosion protection to the welded areas of the bedside panels of the Silverado; and (d) respondents used heat to repair the frame rails and failed to provide corrosion protection to those areas on the Tacoma. (Findings 4, 5a, 5b, and 5c.)

12. The Bureau established that respondents' Automotive Repair Dealer Registration Number ARD 176367 is subject to disciplinary action under Business and Professions Code section 9884.7, subdivision (c), as the repair details, payments, and repairs performed on the Chevy Cruz, Honda, Silverado, and Tacoma, demonstrate that respondents engaged in a course of repeated and willful violations of the Automotive Repair Dealer Act. (Findings 3 through 6.)

## Costs

13. Business and Professions Code section 125.3 provides, in pertinent part, that the Bureau may request the administrative law judge to direct a licensee 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. Business and Professions Code section 125.3, subdivision (c), states:

(c) A certified copy of the actual costs, or a good faith estimate of costs where actual costs are not available, signed by the entity bringing the proceeding or its designated representative shall be prima facie evidence of reasonable costs of investigation and prosecution of the case. The costs shall include the amount of investigative and enforcement costs up to the date of the hearing, including, but not limited to, charges imposed by the Attorney General.

14. As set forth in Finding 13, reasonable costs of investigation and prosecution in this matter are \$9,623.29. In *Zuckerman v. State Board of Chiropractic Examiners*,<sup>1</sup> the Supreme Court of California identified factors to be considered in determining the reasonableness of costs pursuant to statutory provisions like Business and Professions Code section 125.3. The factors include whether the licensee has succeeded at hearing in getting charges dismissed or reduced; the licensee's subjective good faith belief in the merits of his or her position; whether the licensee has raised a colorable challenge to the proposed discipline; the financial ability of the licensee to pay; and whether the scope of the investigation was appropriate to the alleged misconduct. Respondents succeeded in getting one of the sixteen causes for discipline dismissed, but generally admitted to virtually all the alleged causes for discipline.

15. Respondents claimed they cannot pay the Bureau's original cost certification of \$16,596.87 because their profit margins have been very low. The original cost certification has been reduced to reasonable costs totaling \$9,623.29. Based upon the factors in *Zuckerman*, there is no basis to reduce the costs further.

16. Respondents shall pay the costs of investigation and prosecution of this matter pursuant to Business and Professions Code section 125.3, in the amount of \$9,623.29. Respondent may make installment payments in a schedule to be approved by the Bureau or its designee.

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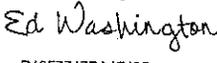
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<sup>1</sup> *Zuckerman v. State Board of Chiropractic Examiners* (2002) 29 Cal.4th 32.

ORDER

1. Automotive Repair Dealer Registration No. ARD 176367 issued to respondents Cecil J. Chakurian and Charlotte Chakurian, doing business as Sierra Body and Paint is INVALIDATED.
2. Respondents shall reimburse the Bureau \$9,623.29 for costs incurred while investigating and prosecuting this matter. Respondents may pay these costs according to a payment plan approved by the Bureau or its designee.

DATED: January 8, 2016

DocuSigned by:  
  
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ED WASHINGTON  
Administrative Law Judge  
Office of Administrative Hearings



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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. 77/15-62

13 **SIERRA BODY & PAINT**  
14 **CECIL J. CHAKURIAN, PARTNER**  
15 **CHARLOTTE CHAKURIAN, PARTNER**  
16 **807 Barstow**  
17 **Clovis, CA 93612-2239**

**A C C U S A T I O N**

Automotive Repair Dealer Reg. No. ARD 176367

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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28 ///

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.

19 . . . .

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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1 7. Code section 9884.9, subdivision (a), states, in pertinent part:

2 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  
4 done 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 . . .

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

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

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

12 10. California Code of Regulations, title 16, section ("Regulation") 3303 states, in  
13 pertinent part:

14 In this chapter, unless the context otherwise requires:

15 . . . .

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

19 . . . .

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

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

24 . . . .

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

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

28 ///





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.

28 ///

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 VEHICLE INSPECTION: 2006 TOYOTA TACOMA

2 40. On or about September 25, 2014, Bureau Representative J. G. went to Respondent's  
3 facility and obtained a copy of a repair file pertaining to a 2006 Toyota Tacoma owned by M. M.  
4 J. G. reviewed the records, including Respondent's preliminary estimate dated May 30, 2014, in  
5 the amount of \$2,076.56. According to the preliminary estimate, the rear bumper, right tail lamp,  
6 trailer hitch, and trailer hitch cap on the vehicle were replaced with OEM parts. The parts  
7 invoices provided by Respondent showed that aftermarket parts were purchased for the vehicle,  
8 not OEM parts. M. M. later informed J. G. that he had paid Respondent's facility \$2,076.56 in  
9 cash for the repairs.

10 41. On or about November 18, 2014, J. G. inspected M. M.'s vehicle and found that  
11 Respondent's facility failed to perform approximately \$837.21 in repairs. J. G. also found that  
12 Respondent's facility failed to follow the manufacturer's guidelines in their repair of the vehicle,  
13 constituting gross negligence.

14 THIRTEENTH CAUSE FOR DISCIPLINE

15 (Untrue or Misleading Statements)

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

19 a. Respondent represented on the preliminary estimate that the rear bumper assembly on  
20 M. M.'s 2006 Toyota Tacoma was replaced with an OEM part. In fact, the rear bumper assembly  
21 was replaced with an aftermarket part.

22 b. Respondent represented on the preliminary estimate that the right rear tail lamp on M.  
23 M.'s 2006 Toyota Tacoma was replaced with an OEM part. In fact, the right rear tail lamp was  
24 replaced with an aftermarket part.

25 c. Respondent represented on the preliminary estimate that the trailer hitch cap on  
26 M. M.'s 2006 Toyota Tacoma was replaced. In fact, that part was not replaced on the vehicle.

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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