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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. 77/13-24

13 **INTERSTATE COLLISION CENTER,**  
14 **INC.; JOHN H. MISIRIAN**  
12311 Sherman Way  
North Hollywood, CA 91605

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

15 **Automotive Repair Dealer Registration No.**  
16 **ARD 233889**

17 Respondent.

18  
19 Complainant alleges:

20 **PARTIES**

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

23 **Automotive Repair Dealer Registration**

24 2. On or about July 9, 2004, the Bureau issued Automotive Repair Dealer Registration  
25 Number ARD 233889 ("registration") to Interstate Collision Center Inc., with John H. Misirian as  
26 President/Secretary/Treasurer, doing business as Interstate Collision Center Inc. ("Respondent").

27 The registration was in full force and effect at all times relevant to the charges brought herein and  
28 will expire on May 31, 2013, unless renewed.

1 JURISDICTION

2 3. This Accusation is brought before the Director of Consumer Affairs (Director) for the  
3 Bureau of Automotive Repair, under the authority of the following laws. All section references are to  
4 the Business and Professions Code unless otherwise indicated.

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

9 5. Code section 477 provides, in pertinent part, that "Board" includes "bureau,"  
10 "commission," "committee," "department," "division," "examining committee," "program," and  
11 "agency." "License" includes certificate, registration or other means to engage in a business or  
12 profession regulated by the Code.

13 STATUTORY PROVISIONS

14 6. Section 490 of the Code states:

15 "(a) In addition to any other action that a board is permitted to take against a licensee, a  
16 board may suspend or revoke a license on the ground that the licensee has been convicted of a  
17 crime, if the crime is substantially related to the qualifications, functions, or duties of the business  
18 or profession for which the license was issued.

19 "(b) Notwithstanding any other provision of law, a board may exercise any authority to  
20 discipline a licensee for conviction of a crime that is independent of the authority granted under  
21 subdivision (a) only if the crime is substantially related to the qualifications, functions, or duties  
22 of the business or profession for which the licensee's license was issued.

23 "(c) A conviction within the meaning of this section means a plea or verdict of guilty or a  
24 conviction following a plea of nolo contendere. Any action that a board is permitted to take  
25 following the establishment of a conviction may be taken when the time for appeal has elapsed, or  
26 the judgment of conviction has been affirmed on appeal, or when an order granting probation is  
27 made suspending the imposition of sentence, irrespective of a subsequent order under the  
28 provisions of Section 1203.4 of the Penal Code.

1           "(d) The Legislature hereby finds and declares that the application of this section has been  
2 made unclear by the holding in *Petropoulos v. Department of Real Estate* (2006) 142 Cal.App.4th  
3 554, and that the holding in that case has placed a significant number of statutes and regulations  
4 in question, resulting in potential harm to the consumers of California from licensees who have  
5 been convicted of crimes. Therefore, the Legislature finds and declares that this section  
6 establishes an independent basis for a board to impose discipline upon a licensee, and that the  
7 amendments to this section made by Senate Bill 797 of the 2007 -08 Regular Session do not  
8 constitute a change to, but rather are declaratory of, existing law."

9           7. Section 9889.3 of the Code states, in pertinent part:

10           "The director may suspend, revoke, or take other disciplinary action against a license as  
11 provided in this article if the licensee or any partner, officer, or director thereof:

12           ...

13           (b) Is convicted of any crime substantially related to the qualifications, functions and duties  
14 of the licenseholder in question."

15           8. Code section 9884.7 states, in pertinent part:

16           (a) The director, where the automotive repair dealer cannot show there was a bona  
17 fide error, may refuse to validate, or may invalidate temporarily or permanently, the registration  
18 of an automotive repair dealer for any of the following acts or omissions related to the conduct of  
19 the business of the automotive repair dealer, which are done by the automotive repair dealer or  
20 any automotive technician, employee, partner, officer, or member of the automotive repair dealer.

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

24           (2) Causing or allowing a customer to sign any work order that does not state repairs  
25 requested by the customer or the automobile's odometer reading at the time of repair.

26           (3) Failing or refusing to give to a customer a copy of any document requiring his or  
27 her signature, as soon as the customer signs the document.

28           (4) Any other conduct which constitutes fraud.

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

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

6 (b) Except as provided for in subdivision (c), if an automotive repair dealer operates  
7 more than one place of business in this state, the director pursuant to subdivision (a) shall only  
8 invalidate temporarily or permanently the registration of the specific place of business which has  
9 violated any of the provisions of this chapter. This violation, or action by the director, shall not  
10 affect in any manner the right of the automotive repair dealer to operate his or her other places of  
11 business.

12 (c) Notwithstanding subdivision (b), the director may invalidate temporarily or  
13 permanently, the registration for all places of business operated in this state by an automotive  
14 repair dealer upon a finding that the automotive repair dealer has, or is, engaged in a course of  
15 repeated and willful violations of this chapter, or regulations adopted pursuant to it.

16 9. Code section 9884.8 states, in pertinent part:

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

21 10. Code section 9884.9 states, in pertinent part:

22 (a) The automotive repair dealer shall give to the customer a written estimated price  
23 for labor and parts necessary for a specific job. No work shall be done and no charges shall  
24 accrue before authorization to proceed is obtained from the customer. No charge shall be made  
25 for work done or parts supplied in excess of the estimated price without the oral or written  
26 consent of the customer that shall be obtained at some time after it is determined that the  
27 estimated price is insufficient and before the work not estimated is done or the parts not estimated  
28 are supplied. Written consent or authorization for an increase in the original estimated price may

1 be provided by electronic mail or facsimile transmission from the customer. The bureau may  
2 specify in regulation the procedures to be followed by an automotive repair dealer if an  
3 authorization or consent for an increase in the original estimated price is provided by electronic  
4 mail or facsimile transmission. If that consent is oral, the dealer shall make a notation on the  
5 work order of the date, time, name of person authorizing the additional repairs and telephone  
6 number called, if any, together with a specification of the additional parts and labor and the total  
7 additional cost, and shall do either of the following:

8 (1) Make a notation on the invoice of the same facts set forth in the notation on the  
9 work order.

10 (2) Upon completion of the repairs, obtain the customer's signature or initials to an  
11 acknowledgment of notice and consent, if there is an oral consent of the customer to additional  
12 repairs, in the following language:

13 "I acknowledge notice and oral approval of an increase in the original estimated price.

14 \_\_\_\_\_  
15 (signature or initials)"

16 11. Section 44072.2 of the Health and Safety code provides, in pertinent part:

17 "The director may suspend, revoke, or take other disciplinary action against a license as  
18 provided in this article if the licensee, or any partner, officer, or director thereof, does any of the  
19 following:

20 . . .

21 (b) Is convicted of any crime substantially related to the qualifications, functions, or  
22 duties of the licenseholder in question."

### 23 COST RECOVERY

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

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1 **OFFICE CONFERENCE**

2 13. On May 12, 2010, an Office Conference was held with owner of Interstate Collision  
3 Center Inc., John Misirian to discuss the specific deficiencies and violations of the Automotive  
4 Repair Act. John Misirian was notified that failure to comply with the provisions of the  
5 Automotive Repair Act could result in disciplinary action which could jeopardize the repair  
6 dealer's registration and future violations may lead to formal legal action.

7 **UNDERCOVER OPERATION #1 – 2008 CHRYSLER PT CRUISER**

8 14. On July 7, 2011, an undercover operator with the Bureau (hereinafter "operator")  
9 drove a Bureau-documented 2008 Chrysler PT Cruiser to Respondent's facility for collision  
10 repairs. The operator met with Respondent's employee "Elizabeth", informing her that he needed  
11 his car repaired. Elizabeth handed the operator a document reflecting a heading of "Interstate  
12 Collision Center", which she requested the operator read and sign. Elizabeth also handed the  
13 operator a repair order reflecting a heading of "Interstate Collision Center", which she requested  
14 the operator complete with the vehicle's information, the operator's contact information and his  
15 signature. After completing both documents, the operator met with Respondent and advised him  
16 that he was seeking collision repairs for the Chrysler PT Cruiser. The operator notified  
17 Respondent that his insurance provider was AAA and advised Respondent that he wanted the  
18 vehicle repaired with original Chrysler parts. Respondent said he preferred using original  
19 Chrysler parts and informed the operator that there were instances when the insurance adjuster  
20 would not approve original Chrysler parts due to the type of insurance coverage. Respondent  
21 asked the operator if he reported the incident to his insurance company. The operator said that he  
22 had and that AAA had recommended he obtain an estimate for the necessary repairs. Respondent  
23 handed the operator copies of the documents that the operator had previously completed and  
24 stated that he would contact the operator after AAA had inspected the vehicle.

25 15. On July 14, 2011, an adjuster with AAA (hereinafter "adjuster") arrived at the  
26 Respondent's facility and met with Respondent's employee Antonio Pineda ("Tony") and  
27 inspected the damage to the Chrysler PT Cruiser. The adjuster prepared an itemized estimate  
28 dated July 14, 2011 with a gross total amount of \$3,316.20. The adjuster provided Tony a copy

1 of the estimate, which Tony agreed to adopt as the method of repair.

2 16. On July 15, 2011, AAA issued a check in the amount of \$2,816.20 made payable to  
3 the operator and Interstate Collision Center Inc.

4 17. On August 8, 2011, the operator returned to the Respondent's facility to retrieve the  
5 vehicle and met with Tony. The operator paid \$500.00 in cash for the insurance deductible and  
6 received a copy of an invoice dated August 5, 2011, and a copy of the AAA estimate dated July  
7 14, 2011. The operator asked Tony if AAA had approved the use of original Chrysler parts for  
8 the vehicle repairs. Tony said "yes", the vehicle was repaired using original Chrysler parts.

9 18. On August 8, 2011, the Bureau inspected the vehicle using the AAA estimate dated  
10 July 14, 2011 for comparison. The Bureau determined that the Respondent failed to repair the  
11 vehicle as invoiced. The total value of the repairs Respondent failed to perform is \$488.93. The  
12 inspection revealed the following:

- 13 a. Respondent failed to replace the front bumper cover as invoiced.
- 14 b. Respondent failed to replace the right front fender liner as invoiced.

15 19. On May 25, 2012, Respondent stated and reaffirmed by signing a Station Inspection  
16 Report dated May 25, 2012, that he performed the corrective collision repairs to the 2008  
17 Chrysler PT Cruiser according to AAA estimate dated July 14, 2011, without deviating from the  
18 estimate.

19 **FIRST CAUSE FOR DISCIPLINE**

20 **(Misleading Statements)**

21 20. Respondent has subjected its registration to discipline under Code section 9884.7,  
22 subdivision (a)(1), in that on or about August 8, 2011, Respondent made statements which it  
23 knew or which by exercise of reasonable care it should have known were untrue or misleading, by  
24 representing to the operator and AAA that the operator's vehicle had been repaired pursuant to  
25 the AAA estimate dated July 14, 2011, when, in fact, the Respondent failed to perform repairs, as  
26 more particularly set forth above in paragraph 18.

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1 Tony responded "sure we'll take care of that." The operator was provided with a copy of a work  
2 order and an Interstate Collision Center estimate dated September 29, 2011.

3 24. On October 3, 2011, an adjuster with Mercury Insurance Group arrived at the  
4 Respondent's facility, met with Tony and inspected the damage to the 2004 Saturn Vue and  
5 prepared an itemized estimate dated October 3, 2011 with a gross total amount of \$3,565.49. The  
6 adjuster gave Tony a copy of the Mercury estimate dated October 3, 2011, which Tony agreed to  
7 adopt as the method of repair.

8 25. On October 3, 2011, Mercury issued a check in the amount of \$2,565.49 made  
9 payable to the operator and Interstate Collision Center Inc.

10 26. On October 12, 2011, the Mercury adjuster inspected the 2004 Saturn Vue a second  
11 time and prepared a supplemental estimate in the amount of \$915.27, dated October 12, 2011  
12 bringing the estimate to a gross total amount of \$4,480.76.

13 27. On October 28, 2011, the operator returned to the Respondent's facility to retrieve the  
14 vehicle and met with Tony. The operator paid \$1,000.00 in cash for the insurance deductible and  
15 received a copy of an invoice dated October 28, 2011, and a copy of the Mercury supplemental  
16 estimate dated October 12, 2011.

17 28. On November 2, 2011, the Bureau inspected the vehicle using the Mercury  
18 supplemental estimate dated October 12, 2011, for comparison. The Bureau determined that the  
19 Respondent failed to repair the vehicle as invoiced. The Total value of the repairs Respondent  
20 failed to perform is \$584.52. The inspection revealed the following:

- 21 a. Respondent failed to remove/install the radiator.
- 22 b. Respondent failed to remove remove/install the air conditioning condenser.
- 23 c. Respondent failed to evacuate and re-charge the air conditioning system, including  
24 refrigerant recovery.
- 25 d. Respondent failed to remove/replace the right fender emblem.
- 26 e. Respondent failed to refinish the upper front body tie bar complete.
- 27 f. Respondent failed to repair the left upper front body apron rail.
- 28 g. Respondent failed to refinish the left upper side rail.

1 h. Respondent failed to remove/install the right and left rocker moldings.

2 29. On May 25, 2012, Respondent stated and reaffirmed by signing a Station Inspection  
3 Report dated May 25, 2012, that he performed the corrective collision repairs to the 2004 Saturn  
4 Vue according to Mercury supplemental estimate dated October 12, 2011, without deviating from  
5 the estimate.

6 **FOURTH CAUSE FOR DISCIPLINE**

7 **(Misleading Statements)**

8 30. Respondent has subjected its registration to discipline under Code section 9884.7,  
9 subdivision (a)(1), in that on or about October 28, 2011, Respondent made statements which it  
10 knew or which by exercise of reasonable care it should have known were untrue or misleading, by  
11 representing to Mercury Insurance and the operator that 2004 Saturn Vue had been repaired  
12 pursuant to the Mercury supplemental estimate dated October 12, 2011, when, in fact, the  
13 Respondent failed to perform repairs, as more particularly set forth above in paragraph 28.

14 **FIFTH CAUSE FOR DISCIPLINE**

15 **(Fraud)**

16 31. Respondent has subjected its registration to discipline under Code section 9884.7,  
17 subdivision (a)(4), in that on or about October 28, 2011, Respondent committed acts which  
18 constitute fraud by charging for and receiving payment for repairs that were not performed and  
19 for parts that were not supplied: as more particularly set forth above in paragraph 28.

20 **SIXTH CAUSE FOR DISCIPLINE**

21 **(Violations of the Code)**

22 32. Respondent has subjected its registration to discipline under 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 had the Bureau's operator sign a work order that did not state the repairs  
26 requested or the vehicle's odometer reading, in violation of Code section 9884.7(a)(2).

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28 ///

1 b. Respondent provided the Bureau's operator with an invoice that failed to list the  
2 Respondent's Automotive Repair Dealer Registration number, in violation of Code  
3 section 9884.8.

4 **UNDERCOVER OPERATION #3 -2006 Toyota Camry**

5 33. On February 9, 2012, an undercover operator with the Bureau (hereinafter "operator")  
6 drove a Bureau-documented 2006 Toyota Camry to Respondent's facility for collision repairs.  
7 The operator met with Respondent's employee Tony Pineda (Tony) informing him that she was  
8 seeking an estimate for the vehicle's collision repairs. Tony asked the operator if the vehicle was  
9 covered by insurance. The operator informed Tony that the vehicle was covered by Mercury  
10 Insurance. Tony presented the operator with a work order and a single page document that was  
11 titled, "work order agreement." Both documents bore the heading of Interstate Collision Center.  
12 Tony requested that the operator record her contact information and signature on the work order  
13 and her signature on the work order agreement. The operator recorded the information as  
14 requested and returned all documents to Tony. Tony informed the operator that he would contact  
15 her later that day after Mercury Insurance inspected the vehicle. Tony did not state whether or  
16 not there would be a charge for his services nor did he provide the operator with a written  
17 estimate.

18 34. On February 10, 2012, an adjuster with Mercury Insurance Group arrived at the  
19 Respondent's facility and met with Respondent and inspected the damage to the 2006 Toyota  
20 Camry. The adjuster prepared an itemized estimate dated February 10, 2012, with a gross total  
21 amount of \$5,717.98. The adjuster gave Respondent a copy of the Mercury estimate dated  
22 February 10, 2012, which Respondent agreed to adopt as the method of repair.

23 35. On February 13, 2012, the operator telephoned the Respondent and spoke with Tony.  
24 The operator inquired about the vehicle's necessary repairs and informed Tony that she had  
25 spoken with the Mercury Insurance appraiser and was informed that the vehicle would be  
26 repaired in accordance with Mercury Insurance estimate utilizing new and used parts. Tony  
27 acknowledged this fact and said the used replacement parts would be inspected prior to  
28 installation to ensure that the parts had not been previously damaged and repaired. The operator

1 inquired about the quality of the used replacement parts. Tony said the used replacement parts  
2 were original Toyota parts.

3 36. On February 22, 2012, Mercury issued a check in the amount of \$5,217.98 made  
4 payable to the operator and Interstate Collision Center Inc.

5 37. On March 1, 2012, the adjuster inspected the 2006 Toyota Camry a second time and  
6 generated a supplemental estimate dated March 1, 2012 for a gross total of \$6,813.11. The  
7 adjuster addressed the individual component replacement and method of repair with Respondent  
8 and gave him a copy of supplemental estimate dated March 1, 2012, which Respondent agreed to  
9 adopt as the new method of repair. On March 6, 2012, Mercury issued a check in the amount of  
10 \$1,095.13 made payable to the operator and Interstate Collision Center Inc.

11 38. On March 5, 2012, the operator returned to the Respondent's facility to retrieve the  
12 vehicle and met with Respondent's employee Elizabeth. Elizabeth provided the operator with a  
13 document titled "Repair Warranty" dated March 5, 2012, which bore a heading of Interstate  
14 Collision Center and a Mercury supplemental estimate dated March 1, 2012. Elizabeth requested  
15 the operator record her signature on page #5 of the supplemental estimate, which the operator did;  
16 after which the operator was given an unsigned copy. Elizabeth also presented the operator with  
17 an Interstate Collision Center invoice dated March 2, 2012, and requested that the operator record  
18 her signature, which the operator did. Elizabeth provided the operator with a copy of Interstate  
19 Collision Center invoice. The operator paid Elizabeth \$500.00 in cash for the insurance  
20 deductible.

21 39. On March 5, 2012, the Bureau inspected the vehicle using the Mercury supplemental  
22 estimate dated March 1, 2012, for comparison. The Bureau determined that the Respondent  
23 failed to repair the vehicle as invoiced. The Total value of the repairs Respondent failed to  
24 perform is \$1,807.85. The inspection revealed the following:

- 25 a. Respondent failed to repair clamp damage.
- 26 b. Respondent failed to refinish clamp damage.
- 27 c. Respondent failed to remove/replace front bumper impact cushion.
- 28 d. Respondent failed to remove/rcplace left front combination lamp.

- 1 e. Respondent failed to remove/install hood release cable.
- 2 f. Respondent failed to remove/replace left fender panel.
- 3 g. Respondent failed to remove/replace left fender bracket.
- 4 h. Respondent failed to refinish tie bar complete.
- 5 i. Respondent failed to repair left front body support panel.
- 6 j. Respondent failed to refinish left radiator side support.
- 7 k. Respondent failed to repair left front body apron assembly.
- 8 l. Respondent failed to refinish left apron assembly complete.
- 9 m. Repair left upper front body apron reinforcement.
- 10 n. Respondent failed to repair left front body extension.
- 11 o. Respondent failed to refinish left front body extension.
- 12 p. Respondent failed to remove/replace left front body plate.
- 13 q. Respondent failed to remove/install left lower fuse box cover.
- 14 r. Respondent failed to remove/replace wheel cover.
- 15 s. Respondent failed to remove/install battery.
- 16 t. Respondent failed to repair pull & Square frame & body, including set-up.
- 17 u. Respondent failed to roll back wiring.
- 18 v. Respondent failed to remove/replace seam sealer.
- 19 w. Respondent failed to remove/install left and right rocker molding.
- 20 x. Respondent failed to refinish left front upper hinge.
- 21 y. Respondent failed to refinish left front lower hinge.
- 22 z. Respondent failed to refinish left rear upper hinge.
- 23 aa. Respondent failed to refinish left rear lower hinge.
- 24 bb. Respondent failed to remove/install rear bumper assembly
- 25 cc. Respondent failed to provide weld through primer.

26 40. On May 25, 2012, Respondent stated and reaffirmed by signing a Station Inspection  
27 Report dated May 25, 2012, that he performed the corrective collision repairs to the 2006 Toyota  
28 Camry according to Mercury supplemental estimate dated March 1, 2012, without deviating from

1 the estimate.

2 41. On May 25, 2012, the Bureau requested records from Respondent, pertaining to the  
3 repairs to the 2006 Toyota Camry. Respondent provided copies of parts purchase receipts that  
4 Respondent represented were for all replacement components on the 2006 Toyota Camry. The  
5 Bureau determined that Respondent failed to provide all parts purchase receipts pertinent to the  
6 collision repairs performed to the 2006 Toyota Camry.

7 **SEVENTH CAUSE FOR DISCIPLINE**

8 **(Misleading Statements)**

9 42. Respondent has subjected its registration to discipline under Code section 9884.7,  
10 subdivision (a)(1), in that on or about March 5, 2012, Respondent made statements which it knew  
11 or which by exercise of reasonable care it should have known were untrue or misleading, by  
12 representing to Mercury Insurance and the operator that the 2006 Toyota Camry would be  
13 repaired pursuant to the Mercury Insurance estimate, when, in fact, the Respondent failed to  
14 perform repairs, as more particularly set forth above in paragraph 39.

15 **EIGHTH CAUSE FOR DISCIPLINE**

16 **(Fraud)**

17 43. Respondent has subjected its registration to discipline under Code section 9884.7,  
18 subdivision (a)(4), in that on or about March 5, 2012, Respondent committed acts which  
19 constitute fraud by charging for and receiving payment for repairs that were not performed and  
20 for parts that were not supplied: as more particularly set forth above in paragraph 39.

21 **NINTH CAUSE FOR DISCIPLINE**

22 **(Violations of the Code)**

23 44. Respondent has subjected its registration to discipline under Code section 9884.7,  
24 subdivision (a)(6), in that Respondent failed to comply with provisions of the Code, in the  
25 Following material respects:

- 26 a. Respondent failed to provide the operator with a copy of the signed work order as  
27 soon as the operator signed the work order, in violation of 9884.7(a)(3).  
28 b. Respondent had the Bureau's operator sign a work order that did not state the repairs

1 requested, in violation of Code section 9884.7(a)(2).

2 c. Respondent provided the Bureau's operator with an invoice that failed to list the  
3 Respondent's Automotive Repair Dealer Registration number, in violation of Code  
4 section 9884.8.

5 d. Respondent failed to provide all parts purchase receipts pertinent to the collision  
6 repairs performed to the 2006 Toyota Camry, in violation of Code section 9884.11.

7 **TENTH CAUSE FOR DISCIPLINE**

8 **(Departure From Trade Standards)**

9 45. Respondent is subject to disciplinary action under section 9884.7 subdivision (a)(7),  
10 by failing to perform collision repairs on the 2006 Toyota Camry in accordance with trade  
11 standards, in that the Respondent failed to repair and/or refinish the cracked paint on the tie bar  
12 and the left front body extension allowing these components to be exposed to potential  
13 rust/corrosion.

14 **ELEVENTH CAUSE FOR DISCIPLINE**

15 **(Conviction of Substantially Related Crime)**

16 46. Respondent is subject to disciplinary action under section 490, 9889.3 subdivision (b)  
17 of the Code and section 44072.2 subdivision (b) of the Health and Safety Code in that Respondent  
18 was convicted of a crime substantially related to the qualifications, functions, and duties of a  
19 licensed automotive repair dealer. On or about November 21, 2008, after pleading nolo  
20 contendere. Respondent was convicted of one felony count of violating Penal Code 496  
21 subdivision (a) [receiving stolen property] in the criminal proceeding entitled *The People of the*  
22 *State of California vs. John Hovanes Misirian* (Super. Ct. of Los Angeles, Case No. LA058894).  
23 The Court sentenced Respondent to three years of probation, serve two days in the Los Angeles  
24 County Jail and pay restitution.

25 a. The circumstances surrounding the conviction are that on or about April 17, 2008, the  
26 Taskforce for the Regional Autotheft Prevention conducted a business/administrative inspection  
27 at Respondent's business. During the inspection the detectives discovered a 1969 Ford Mustang  
28 that had been reported stolen. Respondent was placed under arrest and charged with violating

1 Vehicle Code section 10802 [chop shop activities] and Penal Code section 496 subdivision (a)  
2 [receiving stolen property].

3 **OTHER MATTERS**

4 47. Pursuant to Code section 9884.7, subdivision (c), the Director may refuse to validate,  
5 or may invalidate temporarily or permanently, the registrations for all places of business operated  
6 in this state by Interstate Collision Center Inc., upon a finding that it has, or is, engaged in a  
7 course of repeated and willful violations of the laws and regulations pertaining to an automotive  
8 repair 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, suspending or placing on probation Automotive Repair Dealer Registration  
13 Number ARD 233889, issued to Interstate Collision Center Inc., doing business as Interstate  
14 Collision Center Inc.

15 2. Revoking, suspending or placing on probation any other automotive repair dealer  
16 registration issued in the name Interstate Collision Center Inc.

17 3. Ordering Interstate Collision Center Inc., with Respondent John H. Misirian as  
18 President/Secretary/Treasurer, doing business as Interstate Collision Center Inc., to pay the  
19 Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this  
20 case, pursuant to Business and Professions Code section 125.3; and,

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

22  
23 DATED: 12/12/12

24 John Wallauch by Doug Balatti  
25 JOHN WALLAUCH  
26 Chief  
27 Bureau of Automotive Repair  
28 Department of Consumer Affairs  
State of California  
Complainant

IN20117026 - 2012.09.19-sn