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

11
12 In the Matter of the Accusation Against:

Case No. 77/11-25

13 **PREMIER RV COLLISION**
2467 Simpson Street
14 **Kingsburg, CA 93631**
NICHOLAS S. FLORES, PARTNER
15 **JAMIE B. FLORES, PARTNER**
Automotive Repair Dealer Registration No.
16 **ARD 236123**

DEFAULT DECISION AND ORDER

[Gov. Code, §11520]

17 Respondent.

18
19 FINDINGS OF FACT

20 1. On or about October 27, 2011, Complainant Sherry Mehl, in her official capacity as
21 the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs, filed Accusation
22 No. 77/11-25 against Premier RV Collision, Nicholas S. Flores, Partner; Jamie B. Flores, Partner
23 (Respondent) before the Director of Consumer Affairs. (Accusation attached as Exhibit A.)

24 2. On a date uncertain in 2004, the Bureau of Automotive Repair (Bureau) issued
25 Automotive Repair Dealer Registration No. ARD 236123 to Respondent. The Automotive
26 Repair Dealer Registration expired on October 31, 2010, and has not been renewed.

27 3. On or about November 15, 2011, Respondent was served by Certified and First Class
28 Mail copies of the Accusation No. 77/11-25, Statement to Respondent, Notice of Defense,

1 Request for Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6,
2 and 11507.7) at Respondent's address of record which, pursuant to Business and Professions
3 Code section 136, is required to be reported and maintained with the Bureau, which was and is:
4 2467 Simpson Street, Kingsburg, California, 93631.

5 4. Service of the Accusation was effective as a matter of law under the provisions of
6 Government Code section 11505, subdivision (c) and/or Business & Professions Code section
7 124.

8 5. On or about December 1, 2011, the aforementioned documents were returned by the
9 U.S. Postal Service marked "Return to Sender." The address on the documents was the same as
10 the address on file with the Bureau. Respondent failed to maintain an updated address with the
11 Bureau and the Bureau has made attempts to serve the Respondent at the address on file.
12 Respondent has not made themselves available for service and therefore, has not availed themselves of
13 their right to file a notice of defense and appear at hearing.

14 6. Government Code section 11506 states, in pertinent part:

15 (c) The respondent shall be entitled to a hearing on the merits if the respondent
16 files a notice of defense, and the notice shall be deemed a specific denial of all parts
17 of the accusation not expressly admitted. Failure to file a notice of defense shall
18 constitute a waiver of respondent's right to a hearing, but the agency in its discretion
19 may nevertheless grant a hearing.

20 7. Respondent failed to file a Notice of Defense within 15 days after service upon them
21 of the Accusation, and therefore waived their right to a hearing on the merits of Accusation No.
22 77/11-25.

23 8. California Government Code section 11520 states, in pertinent part:

24 (a) If the respondent either fails to file a notice of defense or to appear at the
25 hearing, the agency may take action based upon the respondent's express admissions
26 or upon other evidence and affidavits may be used as evidence without any notice to
27 respondent.

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Exhibit A

Accusation

1 KAMALA D. HARRIS
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9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**

11 In the Matter of the Accusation Against: 12 PREMIER RV COLLISION 13 2467 Simpson Street 14 Kingsburg, CA 93631 15 NICHOLAS S. FLORES, PARTNER JAMIE B. FLORES, PARTNER 16 Automotive Repair Dealer Registration No. ARD 236123 17 Respondent.	Case No. 77/11-25 ACCUSATION
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19 Complainant alleges:

20 **PARTIES**

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

23 **Automotive Repair Dealer Registration**

24 2. On a date uncertain in 2004, the Bureau issued Automotive Repair Dealer
25 Registration Number ARD 236123 ("registration") to Premier RV Collision ("Respondent"), with
26 Nicholas S. Flores and Jamie B. Flores as Partners. The registration expired on October 31, 2010.

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1 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
2 enforcement of the case.

3 **CONSUMER COMPLAINT – 1992 FOUR WINDS MOTOR HOME**

4 7. On or about November 11, 2009, Boyd Brady's ("consumer") 1992 Four Winds
5 Motor Home sustained water damage to the inside of the vehicle. The consumer took the vehicle
6 to Respondent's facility. Respondent generated an estimate in the amount of \$4,749.25 to repair
7 the vehicle. On or about December 2, 2009, AAA issued a check for \$4,649.25 made payable to
8 Respondent and the consumer. The check was endorsed and deposited.

9 8. On or about February 2, 2011, the Bureau received a consumer complaint from the
10 consumer. The consumer informed the Bureau that Respondent had possession of his 1992 Four
11 Winds Motor Home for over a year and the repairs were still not completed. The consumer also
12 informed the Bureau that he had not endorsed the insurance check issued to Respondent for
13 payment of the repairs, that Respondent's business was closed, and that his vehicle had been
14 relocated behind a Mexican restaurant in Parlier, California.

15 9. On or about February 8, 2011, the Bureau, along with a AAA Special Investigation
16 Unit Analyst went to the address where the vehicle was located. The Bureau inspected the
17 vehicle using Estimate No. 93, generated by Respondent. That inspection revealed the following:

18 a. The RV had not been re-wallpapered. The old wallpaper had been removed but the
19 walls were painted gold rather than new wallpaper being installed as described on the estimate.

20 b. Some of the windows appeared to have been removed although other windows had
21 not been removed.

22 c. The carpet had only been replaced from the bedroom forward except for the engine
23 cover area. The carpet had been replaced with house carpet and not automotive or indoor/outdoor
24 carpet.

25 d. The old carpet was still visible in the bedroom and had not been removed, indicating
26 that the floor had not been treated.

27 e. None of the interior panels had been rebuffered.

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1 f. The vehicle had also been stored outside in a field with the front vent open. The new
2 carpet was completely soaked. There was also evidence of water damage on the ceiling adjacent
3 to the vent. Further, there was water damage on the front fascia board on the cab-over, the right
4 side window, and the rear cabinet top in the bedroom. The outer panel on the right side above the
5 rear window was also damaged.

6 10. On the same day as the inspection, the Bureau spoke with Nick Flores, a partner of
7 Respondent herein, who told the Bureau the business was closed and they were no longer
8 performing repairs. Mr. Flores told the Bureau he had signed the consumer's name to the back of
9 the insurance check and deposited the money into the business account. Mr. Flores also told the
10 Bureau that a refund would be forth coming to AAA for the \$4,649.25 it paid to Respondent for
11 the repairs; however, no payment was received by AAA.

12 11. On or about February 24, 2011, the vehicle was subsequently taken to Elite RV
13 Collision and Repair. That facility estimated the cost to repair the vehicle would be \$11,340.05.
14 On the same date, AAA determined the vehicle was a total loss and settled the claim with the
15 consumer for \$7,111.57.

16 **FIRST CAUSE FOR DISCIPLINE**

17 **(Untrue or Misleading Statements)**

18 12. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
19 subdivision (a)(1), in that Respondent made or authorized statements which it knew or in the
20 exercise of reasonable care should have known to be untrue or misleading by failing to perform
21 the work Respondent set forth on Estimate No. 93, which was prepared by Respondent and
22 submitted to AAA for payment.

23 **SECOND CAUSE FOR DISCIPLINE**

24 **(Fraud)**

25 13. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
26 subdivision (a)(4), in that Respondent committed acts that constitute fraud when it accepted
27 payment in the amount of \$4,649.25 from AAA for repairs it failed to perform on the consumer's
28 1992 Four Winds Motor Home.

1 OTHER MATTERS

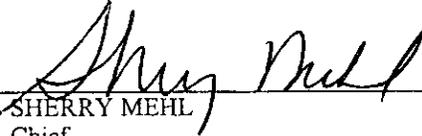
2 14. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,
3 or place on probation the registration for all places of business operated in this state by
4 Respondent Premier RV Collision, upon a finding that Respondent has, or is, engaged in a course
5 of repeated and willful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

7 **PRAYER**

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

- 10 1. Revoking, suspending, or placing on probation, Automotive Repair Dealer
11 Registration Number ARD 236123, issued to Premier RV Collision;
- 12 2. Revoking, suspending, or placing on probation, any other automotive repair dealer
13 registration issued to Premier RV Collision;
- 14 3. Ordering Premier RV Collision to pay the Bureau of Automotive Repair the
15 reasonable costs of the investigation and enforcement of this case, pursuant to Business and
16 Professions Code section 125.3; and,
- 17 4. Taking such other and further action as deemed necessary and proper.
- 18
19

20 DATED: 10/27/11

21 
22 SHERRY MEHL
23 Chief
24 Bureau of Automotive Repair
25 Department of Consumer Affairs
26 State of California
27 Complainant

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