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8 **BEFORE THE**
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
13 **D & M AUTO DEN**
14 **MICHAEL DAVID TATARIAN, OWNER**
15 **4406 E. Belmont Avenue**
16 **Fresno, CA 93702**

17 **Automotive Repair Dealer Reg. No. ARD 249302**

Respondent.

Case No. 77/15-47

A C C U S A T I O N

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. On or about February 23, 2007, the Director of Consumer Affairs ("Director") issued
23 Automotive Repair Dealer Registration Number ARD 249302 ("registration") to Michael David
24 Tatarian ("Respondent"), owner of D & M Auto Den. The registration expired on February 28,
25 2014.

26 **JURISDICTION**

- 27 3. Business and Professions Code ("Code") section 9884.7 provides that the Director
28 may revoke an automotive repair dealer registration.

1 9. Code section 22, subdivision (a), states:

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

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

7 11. California Code of Regulations, title 16, section ("Regulation") 3358 states:

8 Each automotive repair dealer shall maintain legible copies of the
9 following records for not less than three years:

10 (a) All invoices relating to automotive repair including invoices received
11 from other sources for parts and/or labor.

12 (b) All written estimates pertaining to work performed.

13 (c) All work orders and/or contracts for repairs, parts and labor. All such
14 records shall be open for reasonable inspection and/or reproduction by the bureau or
15 other law enforcement officials during normal business hours.

16 12. Regulation 3371.1 states, in pertinent part:

17 A person shall be deemed to be an automotive repair dealer as defined by
18 subdivision (a) of section 9880.1 of the Business and Professions Code when such
19 person:

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21 (b) maintains an establishment for the repair of motor vehicles where
22 within or outside the establishment is a sign, poster, or other representation which
23 might reasonably lead a member of the public to believe that such establishment
24 performs the repair of motor vehicles . . .

25 **COST RECOVERY**

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

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CONSUMER COMPLAINT (S. C.): 2010 FORD FUSION

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2 14. On or about December 12, 2013, S. C. took his 2010 Ford Fusion to Respondent's
3 facility for collision repairs. Respondent inspected the vehicle and provided S. C. with a written
4 estimate in the amount of \$4,322.68. On or about December 24, 2013, Alliance United Insurance
5 Company ("Alliance") paid Respondent \$4,322.68 for the repairs. A few months went by, and
6 the vehicle still was not finished. S.C. tried contacting the facility; however, the telephone
7 number was disconnected. S.C. went to the facility and could see his vehicle through the
8 window. On or about April 2, 2014, S. C. contacted the Bureau and requested their assistance in
9 retrieving the vehicle.

10 15. On or about April 4, 2014, Bureau Representative J. L. went to the facility and found
11 that it was closed. The building still displayed Respondent's business or advertising signs. J. L.
12 could see a vehicle through the front window that matched the description of S. C.'s vehicle.
13 J. L. called the facility's telephone number of record, but it was disconnected. J. L. checked the
14 Bureau's records and found that Respondent's registration had expired on February 28, 2014.

15 16. On or about April 29, 2014, Respondent contacted J. L. and agreed to release the
16 vehicles that were still at his facility. Respondent told J. L. that the insurance company had
17 towed S. C.'s vehicle to Greenway Auto Body ("Greenway") located in Fresno. That same day,
18 J. L. met with Respondent and requested his repair records on the vehicle. Respondent claimed
19 that his legal representative had all of his paperwork.

20 17. On or about May 15, 2014, J. L. went to Greenway and met with D. R., the service
21 manager. D. R. provided J. L. with a copy of a written estimate dated May 14, 2014, listing the
22 repairs that still needed to be completed on the vehicle. D. R. told J. L. that they were provided
23 with certain parts at the time they received the vehicle, that the parts listed on Greenway's
24 estimate with a zero in the cost column had already been supplied by Respondent, and that
25 Greenway had reduced the labor charge to replace the rear body panel by 2.6 hours to reflect
26 work that had been completed by Respondent.

27 18. At the conclusion of their investigation, the Bureau determined that Respondent had
28 failed to perform approximately \$2,932.13 in repairs on the vehicle, as set forth below.

1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Fraud)**

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

5 a. Respondent obtained payment from Allied for setting up (on a frame rack) and
6 repairing the unibody-frame on S. C.'s 2010 Ford Fusion. In fact, those repairs were not
7 performed on the vehicle.

8 b. Respondent obtained payment from Allied for replacing the muffler assembly on
9 S. C.'s 2010 Ford Fusion. In fact, the muffler assembly was not installed on the vehicle
10 (Respondent did supply the part).

11 c. Respondent obtained payment from Allied for blending the paint on the left quarter
12 panel of S. C.'s 2010 Ford Fusion. In fact, the part was not blended on the vehicle.

13 d. Respondent obtained payment from Allied for blending the paint on the right quarter
14 panel of S. C.'s 2010 Ford Fusion. In fact, the part was not blended on the vehicle.

15 e. Respondent obtained payment from Allied for replacing the deck lid assembly on
16 S. C.'s 2010 Ford Fusion. In fact, that part was not replaced on the vehicle.

17 f. Respondent obtained payment from Allied for refinishing the rear deck lid on
18 S. C.'s 2010 Ford Fusion. In fact, that part was not refinished on the vehicle.

19 g. Respondent obtained payment from Allied for refinishing the underside of the deck
20 lid on S. C.'s 2010 Ford Fusion. In fact, that part was not refinished on the vehicle.

21 h. Respondent obtained payment from Allied for removing and reinstalling the deck lid
22 molding on S. C.'s 2010 Ford Fusion. In fact, that part was not removed and reinstalled on the
23 vehicle.

24 i. Respondent obtained payment from Allied for removing and reinstalling the panel lid
25 inner trim on S. C.'s 2010 Ford Fusion. In fact, that part was not removed and reinstalled on the
26 vehicle.

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1 j. Respondent obtained payment from Allied for replacing two deck lid nameplates on
2 S. C.'s 2010 Ford Fusion. In fact, the nameplates were not installed on the vehicle (Respondent
3 did supply the parts).

4 k. Respondent obtained payment from Allied for removing and reinstalling the left deck
5 lid hydraulic rod on S. C.'s 2010 Ford Fusion. In fact, that part was not removed and reinstalled
6 on the vehicle.

7 l. Respondent obtained payment from Allied for removing and reinstalling the right
8 deck lid hydraulic rod on S. C.'s 2010 Ford Fusion. In fact, that part was not removed and
9 reinstalled on the vehicle.

10 C. Respondent obtained payment from Allied for removing and reinstalling the deck lid
11 lock cylinder on S. C.'s 2010 Ford Fusion. In fact, that part was not removed and reinstalled on
12 the vehicle.

13 n. Respondent obtained payment from Allied for removing and reinstalling the deck lid
14 strip on S. C.'s 2010 Ford Fusion. In fact, that part was not removed and reinstalled on the
15 vehicle.

16 o. Respondent obtained payment from Allied for removing and reinstalling the rear
17 license plate bracket on S. C.'s 2010 Ford Fusion. In fact, that part was not removed and
18 reinstalled on the vehicle.

19 p. Respondent obtained payment from Allied for replacing the rear body panel on
20 S. C.'s 2010 Ford Fusion. In fact, the rear body panel was not installed on the vehicle
21 (Respondent did supply the part).

22 q. Respondent obtained payment from Allied for refinishing the rear body panel on
23 S. C.'s 2010 Ford Fusion. In fact, that part was not refinished on the vehicle.

24 r. Respondent obtained payment from Allied for repairing the rear floor pan on
25 S. C.'s 2010 Ford Fusion. In fact, that part was not repaired on the vehicle.

26 s. Respondent obtained payment from Allied for refinishing the rear floor pan on
27 S. C.'s 2010 Ford Fusion. In fact, that part was not refinished on the vehicle.

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1 t. Respondent obtained payment from Allied for removing and reinstalling the high
2 mounted stop lamp on S. C.'s 2010 Ford Fusion. In fact, that part was not removed and
3 reinstalled on the vehicle.

4 u. Respondent obtained payment from Allied for overhauling the rear bumper cover on
5 S. C.'s 2010 Ford Fusion. In fact, that part was not overhauled on the vehicle.

6 v. Respondent obtained payment from Allied for refinishing the rear bumper cover on
7 S. C.'s 2010 Ford Fusion. In fact, that part was not refinished on the vehicle.

8 w. Respondent obtained payment from Allied for applying an undercoating on S. C.'s
9 2010 Ford Fusion. In fact, that labor operation or repair was not performed on the vehicle.

10 x. Respondent obtained payment from Allied for restoring the corrosion protection on
11 S. C.'s 2010 Ford Fusion. In fact, that labor operation or repair was not performed on the vehicle.

12 y. Respondent obtained payment from Allied for repairing the "rear frame sag" on
13 S. C.'s 2010 Ford Fusion. In fact, that labor operation or repair was not performed on the vehicle.

14 z. Respondent obtained payment from Allied for repairing the "rear frame mash" on
15 S. C.'s 2010 Ford Fusion. In fact, that labor operation or repair was not performed on the vehicle.

16 aa. Respondent obtained payment from Allied for disabling the air bag on S. C.'s 2010
17 Ford Fusion. In fact, that labor operation or repair was not performed on the vehicle.

18 bb. Respondent obtained payment from Allied for applying caulking on S. C.'s 2010 Ford
19 Fusion. In fact, that labor operation or repair was not performed on the vehicle.

20 cc. Respondent obtained payment from Allied for blending the paint on the right roof rail
21 of S. C.'s 2010 Ford Fusion. In fact, the part was not blended on the vehicle.

22 dd. Respondent obtained payment from Allied for blending the paint on the left roof rail
23 of S. C.'s 2010 Ford Fusion. In fact, the part was not blended on the vehicle.

24 ee. Respondent obtained payment from Allied for performing a four wheel alignment on
25 S. C.'s 2010 Ford Fusion. In fact, that labor operation or service was not performed on the
26 vehicle.

27 ff. Respondent obtained payment from Allied for pulling the sheet metal on S. C.'s 2010
28 Ford Fusion. In fact, that repair was not performed on the vehicle.

1 gg. Respondent obtained payment from Allied for blending the paint on the left rocker
2 molding on S. C.'s 2010 Ford Fusion. In fact, the part was not blended on the vehicle.

3 hh. Respondent obtained payment from Allied for blending the paint on the right rocker
4 molding on S. C.'s 2010 Ford Fusion. In fact, the part was not blended on the vehicle.

5 ii. Respondent obtained payment from Allied for applying weld-through primer on
6 S. C.'s 2010 Ford Fusion. In fact, that labor operation or repair was not performed on the vehicle.

7 **SECOND CAUSE FOR DISCIPLINE**

8 **(Violations of the Code)**

9 20. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
10 subdivision (a)(6), in that Respondent failed to comply with provisions of the Code in the
11 following material respects:

12 a. **Section 9884.6, subdivision (a):** In and between March and April 2014, Respondent
13 acted in the capacity of an automotive repair dealer when his registration was invalid.

14 b. **Section 9884.11:** Respondent failed to maintain any records pertaining to the repairs
15 performed on S. C.'s 2010 Ford Fusion or failed to make the records available for inspection by
16 the Bureau.

17 **CONSUMER COMPLAINT (C. G.): 2007 VOLKSWAGEN BEETLE**

18 21. On or about December 3, 2013, C. G. had her 2007 Volkswagen Beetle towed to
19 Respondent's facility for repair of front end collision damage.

20 22. On or about December 10, 2013, SCA Appraisal Company inspected the vehicle on
21 behalf of Capital Insurance Group ("CIG") and prepared a written estimate in the amount of
22 \$6,613.60.

23 23. On or about January 2, 2014, CIG issued a check in the amount of \$6,613.60 made
24 payable to C. G. and Respondent's facility (C. G. signed the check over to Respondent).

25 24. C. G. called the facility periodically to check on the status of the vehicle. Respondent
26 would tell C. G. that he needed a few more weeks to finish the repairs, but would not commit to a
27 deadline for completion of the work. Later, when C. G. drove by the facility, she noted that it
28 appeared to be abandoned. Respondent's telephone number was also disconnected.

1 e. Respondent obtained payment from CIG for replacing the right Halogen headlamp
2 assembly on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not replaced on the vehicle.

3 f. Respondent obtained payment from CIG for adjusting the aim on the right headlamp
4 on C. G.'s 2007 Volkswagen Beetle. In fact, that labor operation or repair was not performed on
5 the vehicle.

6 g. Respondent obtained payment from CIG for replacing the radiator support panel
7 assembly on C. G.'s 2007 Volkswagen Beetle. In fact, the radiator support panel assembly was
8 not installed on the vehicle (Respondent did supply the part).

9 h. Respondent obtained payment from CIG for replacing two radiator baffle panels on
10 C. G.'s 2007 Volkswagen Beetle. In fact, only one radiator baffle panel was supplied for the
11 vehicle, and it had not been installed.

12 i. Respondent obtained payment from CIG for replacing the radiator on C. G.'s 2007
13 Volkswagen Beetle. In fact, that part was not replaced on the vehicle.

14 j. Respondent obtained payment from CIG for replacing the radiator shroud on C. G.'s
15 2007 Volkswagen Beetle. In fact, the radiator shroud was not installed on the vehicle
16 (Respondent did supply the part).

17 k. Respondent obtained payment from CIG for evacuating and recharging the air
18 conditioning system, including recovery of the refrigerant, on C. G.'s 2007 Volkswagen Beetle.
19 In fact, those labor operations or services were not performed on the vehicle.

20 l. Respondent obtained payment from CIG for replacing the condenser on C. G.'s 2007
21 Volkswagen Beetle. In fact, that part was not replaced on the vehicle.

22 m. Respondent obtained payment from CIG for replacing the hood panel on C.G.'s 2007
23 Volkswagen Beetle. In fact, that part was not replaced on the vehicle.

24 n. Respondent obtained payment from CIG for refinishing the hood panel on C. G.'s
25 2007 Volkswagen Beetle. In fact, that part was not refinished on the vehicle.

26 o. Respondent obtained payment from CIG for removing and reinstalling the hood panel
27 emblem on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not removed and reinstalled
28 on the vehicle.

1 p. Respondent obtained payment from CIG for replacing the hood insulator clip on
2 C. G.'s 2007 Volkswagen Beetle. In fact, that part was not replaced on the vehicle.

3 q. Respondent obtained payment from CIG for removing and reinstalling the hood
4 insulator pad on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not removed and
5 reinstalled on the vehicle.

6 r. Respondent obtained payment from CIG for replacing the hood label on C. G.'s 2007
7 Volkswagen Beetle. In fact, that part was not replaced on the vehicle.

8 s. Respondent obtained payment from CIG for refinishing the left front fender on
9 C. G.'s 2007 Volkswagen Beetle. In fact, that part was not refinished on the vehicle.

10 t. Respondent obtained payment from CIG for refinishing the right front fender on
11 C. G.'s 2007 Volkswagen Beetle. In fact, that part was not refinished on the vehicle.

12 u. Respondent obtained payment from CIG for replacing the left fender tape on C. G.'s
13 2007 Volkswagen Beetle. In fact, that part was not replaced on the vehicle.

14 v. Respondent obtained payment from CIG for replacing the right fender tape on C. G.'s
15 2007 Volkswagen Beetle. In fact, that part was not replaced on the vehicle.

16 w. Respondent obtained payment from CIG for removing and reinstalling the left fender
17 mud guard on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not removed and reinstalled
18 on the vehicle.

19 x. Respondent obtained payment from CIG for removing and reinstalling the right
20 fender mud guard on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not removed and
21 reinstalled on the vehicle.

22 y. Respondent obtained payment from CIG for repairing the left inner fender panel on
23 C. G.'s 2007 Volkswagen Beetle. In fact, that part was not repaired on the vehicle.

24 z. Respondent obtained payment from CIG for refinishing the left inner fender panel on
25 C. G.'s 2007 Volkswagen Beetle. In fact, that part was not refinished on the vehicle.

26 aa. Respondent obtained payment from CIG for removing and reinstalling the left inner
27 fender skirt on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not removed and
28 reinstalled on the vehicle.

1 bb. Respondent obtained payment from CIG for removing and reinstalling the right inner
2 fender skirt on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not removed and
3 reinstalled on the vehicle.

4 cc. Respondent obtained payment from CIG for repairing the left side member assembly
5 on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not repaired on the vehicle.

6 dd. Respondent obtained payment from CIG for refinishing the left side member
7 assembly on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not refinished on the vehicle.

8 ee. Respondent obtained payment from CIG for repairing the right side member
9 assembly on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not repaired on the vehicle.

10 ff. Respondent obtained payment from CIG for refinishing the right side member
11 assembly on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not refinished on the vehicle.

12 gg. Respondent obtained payment from CIG for replacing the vacuum pump on C. G.'s
13 2007 Volkswagen Beetle. In fact, that part was not replaced on the vehicle.

14 hh. Respondent obtained payment from CIG for replacing the drive belt on C. G.'s 2007
15 Volkswagen Beetle. In fact, that part was not replaced on the vehicle.

16 ii. Respondent obtained payment from CIG for removing and reinstalling the engine
17 assembly on C. G.'s 2007 Volkswagen Beetle. In fact, that part was not removed and reinstalled
18 on the vehicle.

19 jj.. Respondent obtained payment from CIG for installing a "flex additive" in C. G.'s
20 2007 Volkswagen Beetle. In fact, that labor operation or service had not been performed on the
21 vehicle.

22 kk. Respondent obtained payment from CIG for setting up C. G.'s 2007 Volkswagen
23 Beetle on a frame rack and measuring the frame. In fact, those labor operations or services were
24 not performed on the vehicle.

25 ll. Respondent obtained payment from CIG for restoring the corrosion protection on
26 C. G.'s 2007 Volkswagen Beetle. In fact, that labor operation or repair was not performed on the
27 vehicle.

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1 mm. Respondent obtained payment from CIG for installing antifreeze in C. G.'s 2007
2 Volkswagen Beetle. In fact, that labor operation or service was not performed on the vehicle.

3 nn. Respondent obtained payment from CIG for performing a four wheel alignment on
4 C. G.'s 2007 Volkswagen Beetle. In fact, that labor operation or service was not performed on
5 the vehicle.

6 **FOURTH CAUSE FOR DISCIPLINE**

7 **(Violations of the Code)**

8 30. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
9 subdivision (a)(6), in that Respondent failed to comply with provisions of the Code in the
10 following material respects:

11 a. **Section 9884.6, subdivision (a)**: In and between March and April 2014, Respondent
12 acted in the capacity of an automotive repair dealer when his registration was invalid.

13 b. **Section 9884.11**: Respondent failed to maintain any records pertaining to the repairs
14 performed on C. G.'s 2007 Volkswagen Beetle or failed to make the records available for
15 inspection by the Bureau.

16 **OTHER MATTERS**

17 31. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,
18 or place on probation the registration for all places of business operated in this state by
19 Respondent Michael David Tatarian, owner of D & M Auto Den, upon a finding that Respondent
20 has, or is, engaged in a course of repeated and willful violations of the laws and regulations
21 pertaining to an automotive repair dealer.

22 **PRAYER**

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

25 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
26 249302, issued to Michael David Tatarian, owner of D & M Auto Den;

27 2. Revoking or suspending any other automotive repair dealer registration issued in the
28 name of Michael David Tatarian;

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3. Ordering Michael David Tatarian, owner of D & M Auto Den, to pay the Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;

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

DATED: April 7, 2015



PATRICK DORAIS
Chief
Bureau of Automotive Repair
Department of Consumer Affairs
State of California
Complainant

SA2014119522