

1 KAMALA D. HARRIS  
Attorney General of California  
2 JANICE K. LACHMAN  
Supervising Deputy Attorney General  
3 LORRIE M. YOST  
Deputy Attorney General  
4 State Bar No. 119088  
1300 I Street, Suite 125  
5 P.O. Box 944255  
Sacramento, CA 94244-2550  
6 Telephone: (916) 445-2271  
Facsimile: (916) 327-8643  
7 *Attorneys for Complainant*

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

11 In the Matter of the Accusation Against:

Case No. 77/14-29

12 **SIERRA AUTO BODY**  
13 **JERAMY C. MOORE, OWNER**  
14 **4510 Missouri Flat Road**  
**Placerville, CA 95667**  
15 **Mailing Address:**  
**P.O. Box 1861**  
**Placerville, CA 95667**

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

16 **Automotive Repair Dealer Reg. No. ARD 253271**

17 Respondent.

18  
19 Complainant alleges:

20 **PARTIES**

21 1. Patrick Dorais ("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 2. On or about December 20, 2007, the Director of Consumer Affairs ("Director")  
24 issued Automotive Repair Dealer Registration Number ARD 253271 to Jeramy C. Moore  
25 ("Respondent"), owner of Sierra Auto Body. Respondent's automotive repair dealer registration  
26 was in full force and effect at all times relevant to the charges brought herein and will expire on  
27 December 31, 2013, unless renewed.

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**JURISDICTION**

3. Business and Professions Code (“Code”) section 9884.7 provides that the Director may revoke an automotive repair dealer registration.

4. Code section 9884.13 provides, in pertinent part, that the expiration of a valid registration shall not deprive the Director of jurisdiction to proceed with a disciplinary proceeding against an automotive repair dealer or to render a decision temporarily or permanently invalidating (suspending or revoking) a registration.

**STATUTORY AND REGULATORY PROVISIONS**

5. Code section 9884.7 states, in pertinent part:

(a) The director, where the automotive repair dealer cannot show there was a bona fide error, may deny, suspend, revoke, or place on probation 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.

....

(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 . . .

6. Code section 9884.7, subdivision (c), states, in pertinent part, that the Director 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 laws and regulations pertaining to an automotive repair dealer.

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1 7. 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 8. Code section 477, subdivision (b), states, in pertinent part, that a "license" includes  
6 "registration" and "certificate."

7 9. California Code of Regulations, title 16, section ("Regulation") 3303 states, in  
8 pertinent part:

9 . . . .

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

12 10. Regulation 3365 states:

13 The accepted trade standards for good and workmanlike auto body and  
14 frame repairs shall include, but not be limited to, the following:

15 . . . .

16 (b) All corrosion protection shall be applied in accordance with  
17 manufacturers' specifications or nationally distributed and periodically updated  
service specifications that are generally accepted by the autobody repair industry.

18 11. Regulation 3373 states:

19 No automotive repair dealer or individual in charge shall, in filling out an  
20 estimate, invoice, or work order, or record required to be maintained by section  
21 3340.15(f) of this chapter, withhold therefrom or insert therein any statement or  
22 information which will cause any such document to be false or misleading, or where  
the tendency or effect thereby would be to mislead or deceive customers, prospective  
customers, or the public.

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 c. Respondent obtained payment from 21<sup>st</sup> Century for painting the complete radiator  
2 support on Petersen's 2005 Chrysler Pacifica. In fact, only the upper portion of the radiator  
3 support was painted.

4 d. Respondent obtained payment from 21<sup>st</sup> Century for replacing the hood on Petersen's  
5 2005 Chrysler Pacifica with a new CAPA hood. In fact, the hood was replaced with a used part.

6 e. Respondent obtained payment from 21<sup>st</sup> Century for replacing the right and left hood  
7 hinges on Petersen's 2005 Chrysler Pacifica. In fact, those parts were not replaced on the vehicle.

8 **VEHICLE INSPECTION: 2009 NISSAN VERSA**

9 16. On or about May 23, 2011, Louis Hammond's ("Hammond") 2009 Nissan Versa was  
10 damaged in a rear-end collision. Hammond took the vehicle to Respondent's facility for repair.

11 17. On or about July 6, 2011, the facility prepared an itemized written estimate in the  
12 amount of \$3,660.42. Respondent's facility then performed repairs on the vehicle.

13 18. On or about July 21, 2011, CSAA (California State Automobile Association) issued a  
14 check in the amount of \$3,660.42 to the facility in payment for the collision repairs.

15 19. On May 31, 2012, the Bureau inspected the vehicle using the above estimate for  
16 comparison. The Bureau found that Respondent failed to repair the vehicle as specified on the  
17 estimate and that the repairs were not performed to accepted trade standards. The total value of  
18 the repairs Respondent failed to perform on the vehicle is approximately \$219.91.

19  
20 **SECOND CAUSE FOR DISCIPLINE**

21 **(Untrue or Misleading Statements)**

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

25 a. Respondent represented on the written estimate that the rear (trunk) floor pan  
26 assembly on Hammond's 2009 Nissan Versa was painted. In fact, that part was not completely  
27 painted on the vehicle.

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1 sustained front body damage in both accidents). Scherck had made claims for the collision  
2 damage with her insurance company, Anchor General.

3 24. On June 26, 2012, a representative of the Bureau inspected the vehicle and found that  
4 the check engine light and ABS light would illuminate when the engine was running. The  
5 representative determined that further inspection was needed on the vehicle.

6 25. On August 7, 2012, two representatives of the Bureau met with Scherck at Kneisels  
7 Collision Center ("Kneisels") located in Shingle Springs. Kneisels removed the front bumper  
8 cover and both front inner wheel liners from the vehicle. The representatives then inspected the  
9 vehicle, and compared the repairs performed by Respondent with a written estimate dated January  
10 5, 2012, in the gross amount of \$5,969.62 that had been prepared by P&C Appraisal Services, on  
11 behalf of Anchor General ("insurance estimate"). The representatives found that Respondent had  
12 failed to repair the vehicle as specified on the insurance estimate. The total value of the repairs  
13 Respondent failed to perform on the vehicle is approximately \$1,384.57.

14 26. On August 23, 2012, the representatives met with Respondent and informed him of  
15 their findings. Respondent admitted that he had not performed all of the work listed on the  
16 insurance estimate, and that he had received payment from Anchor General for the repairs<sup>1</sup>, but  
17 had not returned any money to the insurance company for the work he failed to perform on the  
18 vehicle. Respondent also told the representatives that he kept the money for the repairs because  
19 his business had been experiencing financial difficulties. The representatives asked Respondent if  
20 he had failed to repair other vehicles as invoiced. Respondent stated that "there might be five",  
21 but he could not recall the names of the consumers or the make or model of the vehicles.

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24 \_\_\_\_\_  
25 <sup>1</sup> The Bureau obtained documentation showing that Anchor General had received Notices  
26 of Levy from the Internal Revenue Service and State Board of Equalization for the collection of  
27 money owed by Respondent, and had issued checks totaling \$5,502.66 to the agencies to satisfy  
28 the liens on Respondent's behalf. Anchor General had also issued a check in the amount of  
\$1,659.80 made payable to Scherck and Respondent's facility in payment for the repairs on the  
vehicle. Further, Scherck had paid a \$500 insurance deductible for each of her claims, for a total  
of \$1,000.

1 **FIFTH CAUSE FOR DISCIPLINE**

2 **(Fraud)**

3 27. 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 Anchor General and Scherck for replacing the  
6 front bumper impact absorber on Scherck's 2006 Honda Civic. In fact, that part was not replaced  
7 on the vehicle.

8 b. Respondent obtained payment from Anchor General and Scherck for replacing the  
9 front bumper reinforcement bar on Scherck's 2006 Honda Civic. In fact, that part was not  
10 replaced on the vehicle.

11 c. Respondent obtained payment from Anchor General and Scherck for replacing the  
12 hood on Scherck's 2006 Honda Civic with a new original equipment manufacturer part. In fact,  
13 the hood was replaced with an aftermarket part.

14 d. Respondent obtained payment from Anchor General and Scherck for replacing the air  
15 conditioning condenser on Scherck's 2006 Honda Civic. In fact, that part was not replaced on the  
16 vehicle.

17 e. Respondent obtained payment from Anchor General and Scherck for evacuating and  
18 recharging the air conditioning system on Scherck's 2006 Honda Civic. In fact, that repair was  
19 not performed on the vehicle.

20 **SIXTH CAUSE FOR DISCIPLINE**

21 **(Departure from Trade Standards)**

22 28. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
23 subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade  
24 standards for good and workmanlike repair without the consent of the owner or the owner's duly  
25 authorized representative, in a material respect, as follows: Respondent failed to apply corrosion  
26 protection to the spot welds at the front body radiator support on Scherck's 2006 Honda Civic, in  
27 violation of Regulation 3365, subdivision (b), resulting in the development of rust at that location  
28 of the vehicle.

1 **OTHER MATTERS**

2 29. 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 Jeramy C. Moore, owner of Sierra Auto Body, upon a finding that said Respondent  
5 has, or is, engaged in a course of repeated and willful violations of the laws and regulations  
6 pertaining to an automotive repair 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 or suspending Automotive Repair Dealer Registration Number ARD  
11 253271, issued to Jeramy C. Moore, owner of Sierra Auto Body;
- 12 2. Revoking or suspending any other automotive repair dealer registration issued to  
13 Jeramy C. Moore;
- 14 3. Ordering Jeramy C. Moore, owner of Sierra Auto Body, to pay the Director of  
15 Consumer Affairs the reasonable costs of the investigation and enforcement of this case, pursuant  
16 to Business and Professions Code section 125.3;
- 17 4. Taking such other and further action as deemed necessary and proper.

18  
19 DATED: November 22, 2013



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

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