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

In the Matter of the Accusation Against:
**RULISON COLLISION CENTER, INC.
STEVEN MARK RULISON, JR., PRES.
ERIKA MONA RULISON,
SECRETARY/TREASURER
4025 West Ashcroft Avenue
Fresno, CA 93722
Mailing Address:
4154 West Alluvial Avenue
Fresno, CA 93722

Automotive Repair Dealer Reg. No. ARD
258730**

Respondent.

Case No. 77/15-46

DEFAULT DECISION AND ORDER

[Gov. Code, §11520]

FINDINGS OF FACT

1. On or about April 7, 2015, Complainant Patrick Dorais, in his official capacity as the Chief of the Bureau of Automotive Repair, Department of Consumer Affairs, filed Accusation No. 77/15-46 against Rulison Collision Center, Inc. (Respondent), with Steven Mark Rulison as president and Erika Mona Rulison as secretary and treasurer, before the Director of Consumer Affairs. (Accusation attached as Exhibit A.)

1 2. On or about July 7, 2009, the Bureau of Automotive Repair (Bureau) issued
2 Automotive Repair Dealer Registration No. ARD 258730 to Respondent. The Automotive
3 Repair Dealer Registration was in full force and effect at all times relevant to the charges brought
4 in Accusation No. 77/15-46, expired on June 30, 2015, and has not been renewed. Any lapse in
5 licensure, however, pursuant to Business and Professions Code section 118(b) does not deprive
6 the Bureau of its authority to institute or continue this disciplinary proceeding.

7 3. On or about April 15, 2015, Respondent was served by Certified and First Class Mail
8 with copies of Accusation No. 77/15-46, Statement to Respondent, Notice of Defense, Request
9 for Discovery, and Discovery Statutes (Government Code sections 11507.5, 11507.6, and
10 11507.7) at Respondent's mailing address of record which, pursuant to Business and Professions
11 Code section 136, is required to be reported and maintained with the Bureau. Respondent's
12 mailing address of record was and is:

13 4154 West Alluvial Ave
14 Fresno, CA 93722

15 4. Service of the Accusation was effective as a matter of law under the provisions of
16 Government Code section 11505, subdivision (c) and/or Business & Professions Code section
17 124.

18 5. Government Code section 11506 states, in pertinent part:

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

24 6. Respondent failed to file a Notice of Defense within 15 days after service upon them
25 of the Accusation, and therefore waived their right to a hearing on the merits of Accusation No.
26 77/15-46.

27 7. California Government Code section 11520 states, in pertinent part:

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

1 i. Respondent obtained payment from M. M. D. and Infinity Insurance for
2 replacing the front bumper impact bar on M. M. D.'s 2012 Chevrolet Cruze. In fact, that
3 part was not replaced on the vehicle as invoiced.

4 ii. Respondent obtained payment from M. M. D. and Infinity Insurance for
5 replacing the left front apron assembly on M. M. D.'s 2012 Chevrolet Cruze. In fact, the
6 left front apron assembly was not completely replaced on the vehicle; it was sectioned
7 instead.

8 c. Respondent violated Business and Professions Code section 9884.7, subdivision
9 (a)(5), in that Respondent committed an act constituting gross negligence, as follows:
10 Respondent failed to replace the damaged front bumper impact bar on M. M. D.'s 2012 Chevrolet
11 Cruze, compromising the structural integrity of the vehicle and exposing the consumer to
12 potential harm in the event of a collision.

13 d. Respondent violated Business and Professions Code section 9884.7, subdivision
14 (a)(7), in that Respondent willfully departed from or disregarded accepted trade standards for
15 good and workmanlike repair without the consent of the owner or the owner's duly authorized
16 representative in a material respect, as follows: Respondent failed to apply corrosion protection
17 to the exposed welds at the fender apron to sub frame on M. M. D.'s 2012 Chevrolet Cruze, in
18 violation of California Code of Regulations, title 16, section 3365, subdivision (b).

19 e. Respondent violated Business and Professions Code section 9884.7, subdivision
20 (a)(1), in that Respondent made or authorized statements which it knew or in the exercise of
21 reasonable care should have known to be untrue or misleading, as follows:

22 i. Respondent represented on the invoice that the upper radiator tie bar on D. M.'s
23 2012 Nissan Versa was refinished. In fact, that part was not refinished on the vehicle as
24 invoiced.

25 ii. Respondent represented on the invoice that the right upper radiator support on
26 D. M.'s 2012 Nissan Versa was repaired and refinished. In fact, that part was not repaired
27 or refinished on the vehicle as invoiced.

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1 iii. Respondent represented on the invoice that the left upper radiator support on D.
2 M.'s 2012 Nissan Versa was repaired and refinished. In fact, that part was not repaired or
3 refinished on the vehicle as invoiced.

4 iv. Respondent represented on the invoice that the lock (latch) support on D. M.'s
5 2012 Nissan Versa was replaced. In fact, that part was not replaced on the vehicle as
6 invoiced.

7 f. Respondent violated Business and Professions Code section 9884.7, subdivision
8 (a)(4), in that Respondent committed acts constituting fraud, as follows:

9 i. Respondent obtained payment from D. M. and Infinity Insurance for refinishing
10 the upper radiator tie bar on D. M.'s 2012 Nissan Versa. In fact, that part was not
11 refinished on the vehicle as invoiced.

12 ii. Respondent obtained payment from D. M. and Infinity Insurance for repairing
13 and refinishing the right upper radiator support on D. M.'s 2012 Nissan Versa. In fact, that
14 part was not repaired or refinished on the vehicle as invoiced.

15 iii. Respondent obtained payment from D. M. and Infinity Insurance for repairing
16 and refinishing the left upper radiator support on D. M.'s 2012 Nissan Versa. In fact, that
17 part was not repaired or refinished on the vehicle as invoiced.

18 iv. Respondent obtained payment from D. M. and Infinity Insurance for replacing
19 the lock (latch) support on D. M.'s 2012 Nissan Versa. In fact, that part was not replaced
20 on the vehicle as invoiced.

21 g. Respondent violated Business and Professions Code section 9884.7, subdivision
22 (a)(7), in that Respondent willfully departed from or disregarded accepted trade standards for
23 good and workmanlike repair without the consent of the owner or the owner's duly authorized
24 representative in certain material respects, including, but not limited to, the following:

25 i. Respondent failed to apply corrosion protection to the bare metal at the right
26 upper and left upper radiator supports of D. M.'s 2012 Nissan Versa, in violation of
27 Regulation 3365, subdivision (b).

28 ///

1 ii. Respondent slotted the mounting hole on the new aftermarket headlamp grille
2 so that the headlamp and grille would align on the vehicle.

3 iii. Respondent used a sheet metal screw to secure the damaged left bumper
4 retainer in place on the vehicle.

5 h. Respondent violated Business and Professions Code section 9884.7, subdivision
6 (a)(1), in that Respondent made or authorized a statement which it knew or in the exercise of
7 reasonable care should have known to be untrue or misleading, as follows: Respondent
8 represented on the invoice that the trailer light plug on J. P.'s 2007 Toyota Tundra was replaced.
9 In fact, that part was not replaced on the vehicle.

10 i. Respondent violated Business and Professions Code section 9884.7, subdivision
11 (a)(4), in that Respondent committed an act constituting fraud, as follows: Respondent obtained
12 payment from Infinity Insurance and/or J. P. for replacing the trailer light plug on his 2007
13 Toyota Tundra. In fact, that part was not replaced on the vehicle.

14 j. Respondent violated Business and Professions Code section 9884.7, subdivision
15 (a)(1), in that Respondent made or authorized a statement which it knew or in the exercise of
16 reasonable care should have known to be untrue or misleading, as follows: Respondent
17 represented on the invoice that the left muffler heat shield on C. M.'s 2006 Acura TSX was
18 replaced. In fact, that part was not replaced on the vehicle as invoiced.

19 k. Respondent violated Business and Professions Code section 9884.7, subdivision
20 (a)(4), in that Respondent committed an act constituting fraud, as follows: Respondent obtained
21 payment from C. M. and/or Infinity Insurance for replacing the left muffler heat shield on C. M.'s
22 2006 Acura TSX. In fact, that part was not replaced on the vehicle as invoiced.

23 l. Respondent violated Business and Professions Code section 9884.7, subdivision
24 (a)(5), in that Respondent committed acts constituting gross negligence, as follows: Respondent
25 failed to follow the manufacturer's recommended repair procedures in the sectioning of the rear
26 trunk floor and left rear frame rail on C. M.'s 2006 Acura TSX, in violation of Regulation 3365,
27 subdivision (a), compromising the structural integrity of the vehicle and exposing the consumer to
28 potential harm in the event of a collision. Specifically, Respondent sectioned the left rear frame

1 rail in the wrong area and failed to use a patch in the sectioned rail. Further, Respondent
2 sectioned the rear trunk floor above the center brace and replaced only the left side rather than
3 replace the entire trunk floor (overlapping the body side floor by approximately 40 mm).

4 m. Respondent violated Business and Professions Code section 9884.7, subdivision
5 (a)(7), in that Respondent willfully departed from or disregarded accepted trade standards for
6 good and workmanlike repair without the consent of the owner or the owner's duly authorized
7 representative in certain material respects, as follows:

8 i. Respondent failed to apply corrosion protection to the left rear door jamb pinch
9 weld where the replacement quarter panel was sectioned on C. M.'s 2006 Acura TSX, at the
10 area where the rear body panel was welded to the trunk floor, and at the welds inside of the
11 sectioned left rear frame rail, in violation of Regulation 3365, subdivision (b).

12 ii. Respondent failed to follow the manufacturer's recommended repair procedures
13 in the sectioning of the rear trunk floor and left rear frame rail, as set forth in paragraph 44
14 above.

15 iii. Respondent failed to repair, or properly repair, the rear floor crossmember,
16 leaving it buckled or damaged.

17 n. Respondent violated Business and Professions Code section 9884.7, subdivision
18 (a)(6), in that Respondent failed to comply with section 9884.9, subdivision (a), of that Code in a
19 material respect, as follows: Respondent failed to obtain or document on the invoice C. M.'s
20 authorization for the sectioning of the rear trunk floor panel on her 2006 Acura TSX.

21 o. Respondent violated Business and Professions Code section 9884.7, subdivision
22 (a)(6), in that Respondent failed to comply with Regulation 3356, subdivision (a)(2)(A), in a
23 material respect, as follows: Respondent failed to list, describe or identify on the invoice all
24 repair work performed on C. M.'s 2006 Acura TSX, specifically, the sectioning of the rear trunk
25 floor panel on the vehicle.

26 p. Respondent violated Business and Professions Code section 9884.7, subdivision
27 (a)(4), in that Respondent committed acts constituting fraud, as follows: After obtaining a check
28 in the amount of \$2,638.13 from Infinity Insurance for the collision repairs on the 2007 Chevrolet

1 Malibu, Respondent's agents, employees and/or representatives, including, but not limited to,
2 Steven Mark Rulison, Jr., forged R. C.'s signature on the check, failed to refund the money to the
3 insurance company even though Respondent's facility had not completed any repairs to the
4 vehicle, and misappropriated or diverted the \$2,638.13.

5 q. Respondent violated Business and Professions Code section 9884.7, subdivision
6 (a)(4), in that Respondent committed acts constituting fraud, as follows: After obtaining a check
7 in the amount of \$3,649.02 from Infinity Insurance for the collision repairs on the 2003 Toyota
8 Sequoia, Respondent's agents, employees and/or representatives, including, but not limited to,
9 Steven Mark Rulison, Jr., forged S. H.'s signature on the check, failed to refund the money to the
10 insurance company even though Respondent's facility had not completed any repairs to the
11 vehicle, and misappropriated or diverted the \$3,649.02.

12 r. Respondent violated Business and Professions Code section 9884.7, subdivision
13 (a)(4), in that Respondent committed acts constituting fraud, as follows: After obtaining a check
14 in the amount of \$1,328.84 from Infinity Insurance for the collision repairs on the 2005 Acura
15 RL, Respondent's agents, employees and/or representatives, including, but not limited to, Steven
16 Mark Rulison, Jr., failed to refund the money to the insurance company even though
17 Respondent's facility had not completed any repairs to the vehicle, and misappropriated or
18 diverted the \$1,328.84.

19 s. Respondent violated Business and Professions Code section 9884.7, subdivision
20 (a)(1), in that Respondent made or authorized a statement which it knew or in the exercise of
21 reasonable care should have known to be untrue or misleading, as follows: Respondent
22 represented on the invoice that the muffler and pipe SE on V. C.'s 2004 Pontiac Grand Am were
23 replaced. In fact, those parts were not replaced on the vehicle.

24 t. Respondent violated Business and Professions Code section 9884.7, subdivision
25 (a)(6), in that Respondent failed to comply with section 9884.11 of that Code in a material
26 respect, as follows: Respondent failed to maintain any records pertaining to the repairs performed
27 on V. C.'s 2004 Pontiac Grand Am or failed to make the records available for inspection by the
28 Bureau.

1 u. Respondent violated Business and Professions Code section 9884.7, subdivision
2 (a)(6), in that Respondent failed to comply with section 9884.11 of that Code in a material
3 respect, as follows: Respondent's president, Rulison, failed to obtain M. E.'s authorization for
4 the collision repairs on her 2012 Volkswagen GLI.

5
6 ORDER

7 IT IS SO ORDERED that Automotive Repair Dealer Registration No. ARD 258730,
8 heretofore issued to Respondent Rulison Collision Center, Inc.; Steven Mark Rulison, President;
9 Erika Mona Rulison, Secretary/Treasurer, is revoked.

10 Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a
11 written motion requesting that the Decision be vacated and stating the grounds relied on within
12 seven (7) days after service of the Decision on Respondent. The motion should be sent to the
13 Bureau of Automotive Repair, ATTN: William D. Thomas, 10949 North Mather Blvd., Rancho
14 Cordova, CA 95670. The agency in its discretion may vacate the Decision and grant a hearing on
15 a showing of good cause, as defined in the statute.

16 This Decision shall become effective on April 27, 2016

17 It is so ORDERED March 28, 2016

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21 TAMARA COLSON
22 Assistant General Counsel
23 Division of Legal Affairs
24 Department of Consumer Affairs

23 11915040.DOC
24 DOJ Matter ID:SA2014118687

24 Attachment:
25 Exhibit A: Accusation

Exhibit A

Accusation

(RULISON COLLISION CENTER, INC.; STEVEN MARK RULISON, PRESIDENT; ERIKA MONA RULISON,
SECRETARY/TREASURER)

1 KAMALA D. HARRIS
Attorney General of California
2 KENT D. HARRIS
Supervising Deputy Attorney General
3 DAVID E. BRICE
Deputy Attorney General
4 State Bar No. 269443
1300 I Street, Suite 125
5 P.O. Box 944255
Sacramento, CA 94244-2550
6 Telephone: (916) 324-8010
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**

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In the Matter of the Accusation Against:

RULISON COLLISION CENTER, INC.
STEVEN MARK RULISON, JR., PRES.
ERIKA MONA RULISON, SECTY/TREAS.
4025 West Ashcroft Avenue
Fresno, CA 93722
Mailing Address:
4154 West Alluvial Avenue
Fresno, CA 93722

Automotive Repair Dealer Reg. No. ARD 258730

Respondent.

Case No. 177/15-46

A C C U S A T I O N

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Complainant alleges:

PARTIES

1. Patrick Dorais ("Complainant") brings this Accusation solely in his official capacity as the Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.
2. On or about July 7, 2009, the Director of Consumer Affairs ("Director") issued Automotive Repair Dealer Registration Number ARD 258730 to Rulison Collision Center, Inc. ("Respondent"), with Steven Mark Rulison, Jr. as president and Erika Mona Rulison as secretary and treasurer. The automotive repair dealer registration was in full force and effect at all times relevant to the charges brought herein and will expire on June 30, 2015, unless renewed.

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

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

8. Code section 9884.11 states that "[e]ach automotive repair dealer shall maintain any records that are required by regulations adopted to carry out this chapter [the Automotive Repair Act]. Those records shall be open for reasonable inspection by the chief or other law enforcement officials. All of those records shall be maintained for at least three years."

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

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

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

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

In this chapter, unless the context otherwise requires:

....

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

....

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1 (m) "Section" or "Sectioning" means the replacement of less than a whole
part or component by splicing the part or component at non-factory seams.

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

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

6 12. Regulation 3356 states, in pertinent part:

7 (a) All invoices for service and repair work performed, and parts
8 supplied, as provided for in Section 9884.8 of the Business and Professions Code,
shall comply with the following:

9

10 (2) The invoice shall separately list, describe and identify all of the
11 following:

12 (A) All service and repair work performed, including all diagnostic and
warranty work, and the price for each described service and repair . . .

13 13. Regulation 3358 states:

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

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

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

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

20 14. Regulation 3365 states:

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

23 (a) Repair procedures including but not limited to the sectioning of
component parts, shall be performed in accordance with OEM service specifications
24 or nationally distributed and periodically updated service specifications that are
generally accepted by the autobody repair industry.

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

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15. Regulation 3373 states:

No automotive repair dealer or individual in charge shall, in filling out an estimate, invoice, or work order, or record required to be maintained by section 3340.15(f) of this chapter, withhold therefrom or insert therein any statement or 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.

COST RECOVERY

16. Code section 125.3 provides, in pertinent part, that a Board may request the administrative law judge to direct a licentiate 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.

CONSUMER COMPLAINT (M.M.D.): 2012 CHEVROLET CRUZE

17. In or about November 2013, the Bureau received a complaint from M. M. D., alleging that Respondent's facility failed to properly repair her vehicle. M. M. D. stated that the vehicle, a 2012 Chevrolet Cruze, had been damaged in an accident on August 2, 2013, and had been towed to the facility on August 21, 2013.

18. On or about November 13, 2013, Bureau Representatives R. G. and J. G. contacted M. M. D. and spoke with her regarding the complaint. M. M. D. stated that she had her vehicle towed to the facility for auto body repairs, and that after the repairs were completed, the steering wheel and headlights were not straight, the right front wheel had not been replaced, the engine leaked oil, and the steering wheel made a noise. M. M. D. returned the vehicle to the facility for corrective repairs. The facility replaced the wheel and realigned the steering and headlights, but the noise was still present, the engine still leaked oil, and there was a dent in the left rocker panel that had not been present prior to the accident.

19. M. M. D. provided the Bureau representatives with copies of an invoice dated September 26, 2013, totaling \$4,859.07 that she had received from the facility and an itemized estimate, "Supplement of Record 1 with Summary", that had been prepared by Infinity Insurance

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1 Company ("Infinity Insurance"; Rulison Collision Center was a direct repair facility for Infinity
2 Insurance). The invoice indicated that M. M. D.'s husband had paid the facility a \$1,000
3 insurance deductible on September 25, 2013.

4 20. On or about November 19, 2013, R. G. inspected the vehicle using the invoice for
5 comparison, and found that the facility had failed to apply corrosion protection at one of the
6 welded areas of the vehicle. It also appeared that the front bumper impact bar had not been
7 replaced.

8 21. The Bureau obtained documentation showing that Infinity Insurance had paid the
9 facility a total of \$3,859.07 for the vehicle repairs.

10 22. On or about December 10, 2013, R. G. obtained M. M. D.'s authorization to have the
11 vehicle partially disassembled at Schmidt's Auto Body ("Schmidt's") and inspected further by the
12 Bureau.

13 23. On or about December 13, 2013, R. G. and J. G. went to Schmidt's and met with
14 M. M. D. and a representative of Infinity Insurance. R. G. inspected the vehicle after it was
15 disassembled by Schmidt's. R. G. found that Respondent's facility had failed to repair the
16 vehicle as invoiced, that the repairs had not been performed to accepted trade standards, and that
17 the facility had committed gross negligence, as set forth below. The total estimated value of the
18 repairs Respondent failed to perform on the vehicle is approximately \$1,406.94.

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 invoice that the front bumper impact bar on
25 M. M. D.'s 2012 Chevrolet Cruze was replaced. In fact, that part was not replaced on the vehicle
26 as invoiced.

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1 VEHICLE INSPECTION: 2012 NISSAN VERSA

2 28. On or about October 21, 2013, D. M. was involved in an automobile accident
3 while driving her 2012 Nissan Versa, resulting in damage to the front of the vehicle. D. M. made
4 a claim for the collision damage with Infinity Insurance. D. M. took the vehicle to Respondent's
5 facility for repair, and paid them a \$500 insurance deductible after the work was completed.

6 29. On or about January 28, 2014, Bureau Representative J. G. and T. C., a Material
7 Damage Manager for Infinity Insurance, inspected the vehicle using a written estimate dated
8 October 25, 2013, in the amount of \$4,469.02, that had been prepared by the insurance company.
9 J. G. and T. C. found that Respondent's facility failed to repair the vehicle as estimated. T. C.
10 provided the Bureau with copies of their repair file on the vehicle, including an Infinity Insurance
11 check in the amount of \$4,469.02 made payable to D. M. and Respondent's facility.

12 30. On or about March 3, 2014, J. G. went to Schmidt's and inspected the vehicle after it
13 was partially disassembled. J. G. found additional repairs that Respondent had failed to perform
14 on the vehicle as estimated. The total estimated value of the repairs Respondent failed to perform
15 on the vehicle is approximately \$186.22.

16 31. On or about March 6, 2014, J. G. obtained copies of Respondent's repair records on
17 the vehicle, including various computer-generated notes (the notes indicated that D. M. had
18 dropped the vehicle off at the facility for repair on November 26, 2013), Respondent's written
19 estimate dated October 30, 2013 (D. M. had signed the estimate on November 26, 2013,
20 authorizing the repairs on the vehicle), and Respondent's invoice in the net amount of \$4,469.02.

21 FIFTH CAUSE FOR DISCIPLINE

22 (Untrue or Misleading Statements)

23 32. 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 invoice that the upper radiator tie bar on D. M.'s 2012
27 Nissan Versa was refinished. In fact, that part was not refinished on the vehicle as invoiced.

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1 **SEVENTH CAUSE FOR DISCIPLINE**

2 **(Departure from Trade Standards)**

3 34. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
4 subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade
5 standards for good and workmanlike repair without the consent of the owner or the owner's duly
6 authorized representative in certain material respects, including, but not limited to, the following:

7 a. Respondent failed to apply corrosion protection to the bare metal at the right upper
8 and left upper radiator supports of D. M.'s 2012 Nissan Versa, in violation of Regulation 3365,
9 subdivision (b).

10 b. Respondent slotted the mounting hole on the new aftermarket headlamp grille so that
11 the headlamp and grille would align on the vehicle.

12 c. Respondent used a sheet metal screw to secure the damaged left bumper retainer in
13 place on the vehicle.

14 **VEHICLE INSPECTION: 2007 TOYOTA TUNDRA**

15 35. On or about February 12, 2014, Bureau Representative J. G. and T. C. of Infinity
16 Insurance inspected a 2007 Toyota Tundra, owned by consumer J. P., using a written estimate
17 dated October 24, 2013, in the amount of \$2,737.38, that had been prepared by the insurance
18 company. J. G. and T. C. found that Respondent's facility failed to repair the vehicle as
19 estimated. The total value of the repair Respondent failed to perform on the vehicle is
20 approximately \$25.22. T. C. provided the Bureau with a copy of an Infinity Insurance check in
21 the amount of \$2,737.38 made payable to J. P. and Respondent's facility. Later, J. G. obtained a
22 copy of Respondent's repair file on the vehicle, including Respondent's invoice dated November
23 4, 2013, totaling \$3,737.38, and a payment receipt. The payment receipt indicated that J. P. had
24 paid Respondent a \$1,000 insurance deductible on December 10, 2013.

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1 **EIGHTH CAUSE FOR DISCIPLINE**

2 **(Untrue or Misleading Statements)**

3 36. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
4 subdivision (a)(1), in that Respondent made or authorized a statement which it knew or in the
5 exercise of reasonable care should have known to be untrue or misleading, as follows:
6 Respondent represented on the invoice that the trailer light plug on J. P.'s 2007 Toyota Tundra
7 was replaced. In fact, that part was not replaced on the vehicle.

8 **NINTH CAUSE FOR DISCIPLINE**

9 **(Fraud)**

10 37. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
11 subdivision (a)(4), in that Respondent committed an act constituting fraud, as follows:
12 Respondent obtained payment from Infinity Insurance and/or J. P. for replacing the trailer light
13 plug on his 2007 Toyota Tundra. In fact, that part was not replaced on the vehicle.

14 **VEHICLE INSPECTION: 2006 ACURA TSX**

15 38. On or about April 25, 2014, Bureau Representative J. G. and T. C. of Infinity
16 Insurance inspected consumer C. M.'s 2006 Acura TSX using an estimate, "Supplement of
17 Record 2 Summary", dated December 13, 2013, in the amount of \$5,951.87, that had been
18 prepared by the insurance company. The vehicle had been repaired by Respondent's facility.
19 J. G. found that the left muffler heat shield did not appear to have been replaced and that the
20 vehicle needed to be inspected further. J. G. also found that the facility failed to apply corrosion
21 protection to certain areas of the vehicle. T. C. provided the Bureau with documentation showing
22 that Infinity Insurance had paid the facility a total of \$5,110.30 for the repairs.

23 39. On or about May 1, 2014, C. M. took the vehicle to Schmidt's for a teardown
24 inspection. That same day, J. G. went to Schmidt's and inspected the vehicle after it was partially
25 disassembled. J. G. found that Respondent's facility failed to replace the left muffler heat shield
26 as estimated by Infinity Insurance, failed to apply corrosion protection to additional areas of the
27 vehicle, and failed to repair the rear floor crossmember, leaving it buckled. J. G. also found that

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1 the rear trunk floor and left rear frame rail had been sectioned. J. G. requested that Schmidt's
2 remove the insulating pads on the trunk floor so that the vehicle could be inspected further.

3 40. On or about May 5, 2014, J. G. returned to Schmidt's and inspected the trunk floor
4 with the insulating pads removed. J. G. found that Respondent's facility was grossly negligent in
5 their repair or sectioning of the trunk floor and left rear frame rail. Infinity Insurance eventually
6 "totaled" the vehicle due to the improper repairs performed by the facility, and paid Fresno
7 County Federal Credit Union (the lien holder on the vehicle) \$8,627.68.

8 41. J. G. obtained a copy of Respondent's repair file on the vehicle, including
9 Respondent's invoice dated October 22, 2013, totaling \$5,080.30, and a payment receipt showing
10 that C. M. had paid Respondent \$500.

11 **TENTH CAUSE FOR DISCIPLINE**

12 **(Untrue or Misleading Statements)**

13 42. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
14 subdivision (a)(1), in that Respondent made or authorized a statement which it knew or in the
15 exercise of reasonable care should have known to be untrue or misleading, as follows:
16 Respondent represented on the invoice that the left muffler heat shield on C. M.'s 2006 Acura
17 TSX was replaced. In fact, that part was not replaced on the vehicle as invoiced.

18 **ELEVENTH CAUSE FOR DISCIPLINE**

19 **(Fraud)**

20 43. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
21 subdivision (a)(4), in that Respondent committed an act constituting fraud, as follows:
22 Respondent obtained payment from C. M. and/or Infinity Insurance for replacing the left muffler
23 heat shield on C. M.'s 2006 Acura TSX. In fact, that part was not replaced on the vehicle as
24 invoiced.

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1 **TWELFTH CAUSE FOR DISCIPLINE**

2 **(Gross Negligence)**

3 44. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
4 subdivision (a)(5), in that Respondent committed acts constituting gross negligence, as follows:
5 Respondent failed to follow the manufacturer's recommended repair procedures in the sectioning
6 of the rear trunk floor and left rear frame rail on C. M.'s 2006 Acura TSX, in violation of
7 Regulation 3365, subdivision (a), compromising the structural integrity of the vehicle and
8 exposing the consumer to potential harm in the event of a collision. Specifically, Respondent
9 sectioned the left rear frame rail in the wrong area and failed to use a patch in the sectioned rail.
10 Further, Respondent sectioned the rear trunk floor above the center brace and replaced only the
11 left side rather than replace the entire trunk floor (overlapping the body side floor by
12 approximately 40 mm).

13 **THIRTEENTH CAUSE FOR DISCIPLINE**

14 **(Departure from Trade Standards)**

15 45. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
16 subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade
17 standards for good and workmanlike repair without the consent of the owner or the owner's duly
18 authorized representative in certain material respects, as follows:

19 a. Respondent failed to apply corrosion protection to the left rear door jamb pinch weld
20 where the replacement quarter panel was sectioned on C. M.'s 2006 Acura TSX, at the area where
21 the rear body panel was welded to the trunk floor, and at the welds inside of the sectioned left rear
22 frame rail, in violation of Regulation 3365, subdivision (b).

23 b. Respondent failed to follow the manufacturer's recommended repair procedures in
24 the sectioning of the rear trunk floor and left rear frame rail, as set forth in paragraph 44 above.

25 c. Respondent failed to repair, or properly repair, the rear floor crossmember, leaving it
26 buckled or damaged.

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1 **FOURTEENTH CAUSE FOR DISCIPLINE**

2 **(Violations of the Code)**

3 46. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
4 subdivision (a)(6), in that Respondent failed to comply with section 9884.9, subdivision (a), of
5 that Code in a material respect, as follows: Respondent failed to obtain or document on the
6 invoice C. M.'s authorization for the sectioning of the rear trunk floor panel on her 2006 Acura
7 TSX.

8 **FIFTEENTH CAUSE FOR DISCIPLINE**

9 **(Violations of Regulations)**

10 47. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
11 subdivision (a)(6), in that Respondent failed to comply with Regulation 3356, subdivision
12 (a)(2)(A), in a material respect, as follows: Respondent failed to list, describe or identify on the
13 invoice all repair work performed on C. M.'s 2006 Acura TSX, specifically, the sectioning of the
14 rear trunk floor panel on the vehicle.

15 **2007 CHEVROLET MALIBU**

16 48. In or about July or August 2013, consumer R. C. took his 2007 Chevrolet Malibu to
17 Respondent's facility for repair after it was damaged in a collision.

18 49. On or about September 3, 2013, a representative of Infinity Insurance inspected the
19 vehicle and prepared a written estimate totaling \$2,638.13.

20 50. On or about September 27, 2013, Infinity Insurance issued a check in the amount of
21 \$2,138.13 made payable to R. C. and Rulison Collision Center and mailed it to the facility.

22 51. On or about April 28, 2014, a claims manager with Infinity Insurance sent a letter to
23 Respondent, requesting a refund check in the amount of \$2,138.13 since Respondent had not
24 repaired the vehicle.

25 52. On or about July 15, 2014, Bureau Representative J. G. met with R. C. R. C. stated
26 that after taking the vehicle to Respondent's facility, he removed it one week later since they had
27 not started the work, and took it to Xtreme Auto Body. J. G. showed R. C. a copy of the

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1 insurance check. R. C. stated that the signature on the back of the check was not his, and that he
2 had not endorsed the check or authorized anyone at Respondent's facility to sign it on his behalf.

3 53. On or about July 28, 2014, J. G. went to the facility and met with Respondent's
4 president, Steven Mark Rulison, Jr. ("Rulison"). J. G. asked Rulison if the facility had performed
5 any auto body repairs for consumers R. C., S. H. and R. P. Rulison admitted that the facility had
6 not performed any work on the consumers' vehicles.

7 **SIXTEENTH CAUSE FOR DISCIPLINE**

8 **(Fraud)**

9 54. 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: After
11 obtaining a check in the amount of \$2,138.13 from Infinity Insurance for the collision repairs on
12 the 2007 Chevrolet Malibu, Respondent's agents, employees and/or representatives, including,
13 but not limited to, Steven Mark Rulison, Jr., forged R. C.'s signature on the check, failed to
14 refund the money to the insurance company even though Respondent's facility had not completed
15 any repairs to the vehicle, and misappropriated or diverted the \$2,138.13.

16 **2003 TOYOTA SEQUOIA**

17 55. Complainant incorporates by reference as though fully set forth herein the allegations
18 contained in paragraph 53 above.

19 56. On or about July 20, 2013, consumer S. H. took her 2003 Toyota Sequoia to
20 Respondent's facility for repair after it was damaged in a collision.

21 57. On or about July 26, 2013, a representative of Infinity Insurance inspected the vehicle
22 and prepared a written estimate totaling \$3,899.02.

23 58. On or about September 11, 2013, Infinity Insurance issued a check in the amount of
24 \$3,649.02 made payable to S. H. and Rulison Collision Center and mailed it to the facility.

25 59. On or about April 28, 2014, a claims manager with Infinity Insurance sent a letter to
26 Respondent, requesting a refund check in the amount of \$3,649.02 since Respondent had not
27 repaired the vehicle.

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1 **EIGHTEENTH CAUSE FOR DISCIPLINE**

2 **(Fraud)**

3 65. 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: After
5 obtaining a check in the amount of \$1,328.84 from Infinity Insurance for the collision repairs on
6 the 2005 Acura TL, Respondent's agents, employees and/or representatives, including, but not
7 limited to, Steven Mark Rulison, Jr., failed to refund the money to the insurance company even
8 though Respondent's facility had not completed any repairs to the vehicle, and misappropriated or
9 diverted the \$1,328.84.

10 **CONSUMER COMPLAINT (V. C.): 2004 PONTIAC GRAND AM**

11 66. In or about July 2014, the Bureau received a complaint from V. C., alleging, among
12 other things, that Respondent's employees forged her husband's name on an insurance claim
13 check issued by Farmer's Insurance Company ("Farmers").

14 67. On or about July 10, 2014, Bureau Representative J. G. contacted V. C., who stated as
15 follows: V. C.'s 2004 Pontiac Grand Am was damaged in a rear end collision and developed a
16 stalling problem. V. C. had the vehicle towed to Respondent's facility for repair. On or about
17 May 22, 2014, V. C. went to the facility to pick up the vehicle, and found that the rear bumper
18 had been repaired, but the vehicle would not run. Respondent's receptionist provided V. C. with
19 an invoice in the amount of \$1,165.26. The invoice contained a handwritten note, stating
20 "Customer towing vehicle away as is, not running, above work completed." V. C. provided J. G.
21 with copies of the invoice and a check dated May 1, 2014, in the amount of \$655.73, that had
22 been issued by Mid-Century Insurance Company (a subsidiary of Farmer's).

23 68. On or about July 29, 2014, J. G. inspected the vehicle using the invoice for
24 comparison and found that the muffler and pipe SE had not been replaced as set forth on the
25 invoice. That same day, J. G. went to the facility and requested a copy of Respondent's repair file
26 on the vehicle. Rulison asked J. G. if he (J. G.) would allow him a few more days to locate the
27 file.

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1 to complete the repairs. M. E. provided J. G. with copies of various documents, including two
2 checks totaling \$6,707.51 that had been issued by Farmer's in payment for the collision repairs.

3 74. On or about July 29, 2014, J. G. obtained copies of Respondent's repair records on
4 the vehicle, including a written estimate, "Preliminary Supplement 1 with Summary", that had
5 been prepared by Rulison. The estimate had not been signed by M. E.

6 **TWENTY-FIRST CAUSE FOR DISCIPLINE**

7 **(Violations of the Code)**

8 75. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
9 subdivision (a)(6), in that Respondent failed to comply with section 9884.11 of that Code in a
10 material respect, as follows: Respondent's president, Rulison, failed to obtain M. E.'s
11 authorization for the collision repairs on her 2012 Volkswagen GLI.

12 **OTHER MATTERS**

13 76. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,
14 or place on probation the registration for all places of business operated in this state by
15 Respondent Rulison Collision Center, Inc. upon a finding that Respondent has, or is, engaged in a
16 course of repeated and willful violations of the laws and regulations pertaining to an automotive
17 repair dealer.

18 **PRAYER**

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

21 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
22 258730, issued to Rulison Collision Center, Inc.;

23 2. Revoking or suspending any other automotive repair dealer registration issued in the
24 name of Rulison Collision Center, Inc.;

25 3. Ordering Rulison Collision Center, Inc. to pay the Bureau of Automotive Repair the
26 reasonable costs of the investigation and enforcement of this case, pursuant to Business and
27 Professions Code section 125.3;

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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

SA2014118687