

BEFORE THE DIRECTOR  
DEPARTMENT OF CONSUMER AFFAIRS  
BUREAU OF AUTOMOTIVE REPAIR  
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

**G COLLISION - VALLEJO, INC.,  
dba G COLLISION  
SANTIAGO SERRANO, President  
ARMAND EULANO, CFS**

Automotive Repair Dealer Registration No.  
ARD 259607

Respondents.

Case No. 77/11-45

OAH No. 2013100930

**DECISION**

The attached Proposed Decision of the Administrative Law Judge is hereby accepted and adopted by the Director of Consumer Affairs as the Decision in the above-entitled matter, except that, pursuant to Government Code section 11517(c)(2)(C), the typographical error on page 7, paragraph 15, line 4, of the Proposed Decision is corrected as follows:

The words "reimburse the board" is corrected to read "reimburse the bureau."

This Decision shall become effective April 15, 2014.

DATED: MAR 04 2014

  
\_\_\_\_\_  
DONALD CHANG  
Assistant Chief Counsel  
Department of Consumer Affairs

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

In the Matter of the Accusation Against:

G COLLISION – VALLEJO, INC.,  
dba G COLLISION  
SANTIAGO SERRANO, President  
ARMAND EULANO, CFS

Automotive Repair Dealer Registration No.  
ARD 259607

Respondents.

Case. No. 77/11-45

OAH No. 2013100930

**PROPOSED DECISION**

Administrative Law Judge Karen Reichmann, State of California, Office of Administrative Hearings, heard this matter on January 23, 2014, in Oakland, California.

Deputy Attorney General Maretta Ward represented the Bureau of Automotive Repair.

Michael Guingona, attorney at law, represented respondents G Collision – Vallejo, Inc. and its president Santiago Serrano, who was present at the hearing. No appearance was made by or on behalf of Armand Eulano. There was no evidence presented that Armand Eulano is licensed by the Bureau. The accusation seeks discipline only against G Collision – Vallejo, Inc., and did not seek discipline against Armand Eulano in any other capacity.

The matter was submitted for decision on January 23, 2014.

**FACTUAL FINDINGS**

1. On October 7, 2009, the Bureau of Automotive Repair, Department of Consumer Affairs (Bureau), issued Automotive Dealer Registration Number ARD 259607 to G Collision – Vallejo (facility), with Santiago Serrano as President.

2. At the hearing, respondent stipulated to all of the factual allegations in the accusation. The accusation alleged the following thirteen causes for discipline, based on four transactions.

#### *2007 Ford Mustang*

3. Consumer Michael Tenorio brought his 2007 Ford Mustang to the facility for repairs on March 15, 2010. Tenorio's insurance estimator prepared an estimate of repairs in the amount of \$5,316.39, which was later increased to \$9,067.68, less Tenorio's \$1,000 deductible. In addition, Tenorio requested the facility to perform some additional work on the vehicle and requested that all parts be replaced with original manufacturer equipment. The facility verbally told Tenorio the additional work would cost \$2,000 and that the facility would absorb Tenorio's deductible. The facility did not provide Tenorio with a written estimated price for parts and labor. The estimator paid \$8,067.68 to the facility, and Tenorio made a partial payment of \$800.

4. Tenorio retrieved the vehicle on May 21, 2010, and was not given a final invoice. He soon noticed problems and returned the vehicle to the facility. When he picked it up again, he continued to notice problems. A subsequent inspection of the vehicle at another facility revealed that the following repairs had not been performed or were performed incorrectly, totaling \$1,905.21: a) the right upper rail had not been welded in completely and corrosion protection had not been done on the welds; b) the right inner hinge pillar and right hinge pillar reinforcement had not been replaced. Filler material was improperly used to fill damage in the hinge pillar area. The right door was not in alignment with the body. Washers were used on the door hinges for spacers, indicating that the hinge pillar was not in alignment; c) the right front wheel had been replaced with a reconditioned part rather than original manufacturer equipment; and d) the floor pan had been repaired rather than replaced. Filler material was sanded out and revealed structural damage to the pan that had not been repaired.

5. Tenorio filed a consumer complaint with the Bureau. Glen Sneller, Program Representative I, investigated the complaint. He concluded that respondent committed numerous violations of the Business and Professions Code, including failing to provide a written estimate and a final invoice, fraud, failure to adhere to accepted trade standards, and failure to display an official automotive repair dealer's sign on the premises.

6. Respondent settled with Tenorio by purchasing the vehicle for \$15,000.

#### *2005 Mazda*

7. On March 5, 2010, Eduardo Molina brought his 2005 Mazda to the facility for collision repairs. Molina's insurance company prepared an estimate of repairs totaling \$5,134.79. The facility did not provide Molina with a written estimated price for parts and

labor for the job. The insurance company paid respondent \$5,134.79. Molina retrieved his vehicle in late March and was not provided with a final invoice for the repairs performed on the vehicle. Molina noticed problems with the work on his car and notified his insurance company. An inspection of the vehicle revealed that the following repairs, totaling \$669.97 had not been performed: the inside of the rear body panel appeared to have been hammered out rather than properly repaired and filler material was used to repair the damaged panel.

#### *2006 Nissan*

8. On June 27, 2010, Dante Baena took his 2006 Nissan Armada to the facility for repairs. Baena's insurance company prepared an estimate of repairs totaling \$7,758.46. The facility did not provide a written estimated price for parts and labor for the job. Baena retrieved the vehicle in August, 2010 and was not provided with a final invoice for the repairs performed on the vehicle. The insurance company paid respondent \$7,758.46. The Bureau performed an inspection of the vehicle and concluded that the following repairs had not been performed, totaling \$1,001.46: a) the right side running board had not been replaced with a new original manufacturer equipment part. The running board had black and grey finishes that were peeling from the running board surfaces; and b) the sunroof glass had not been replaced. Three long scratches and several minor scratches were visible.

#### *2008 Mazda*

9. On August 2, 2010, Elsa Dagahoy took her 2008 Mazda 6 to the facility for repairs. Dagahoy's insurance company prepared an estimate of repairs in the amount of \$4,152.63, less Dagahoy's \$500 deductible. The facility did not provide Dagahoy with a written estimated price for parts and labor for the specific job. The insurer paid the facility \$3,652.63 for the repairs. Dagahoy retrieved the vehicle in September, 2010. The facility failed to give her a final invoice for repairs performed on the vehicle. She paid \$500 to the facility. The Bureau inspected the vehicle on January 25, 2011, and discovered that the following repairs totaling \$1,828.88 had not been performed: the left quarter panel had not been replaced. Filler material was used to repair the panel. Filler material was visible behind the gas door and on the panel.

#### *Respondent's Evidence*

10. Santiago Serrano testified at the hearing. He apologized to the Bureau. Serrano has been in the automotive repair business for 12 years. He has owned a facility in Daly City for ten years. He prides himself in his honesty. He opened G Collision – Vallejo in July 2009 with Armand Eulano. Serrano directed Eulano never to cheat customers or insurance companies. Serrano was not involved in the day-to-day operation of the business and was not involved in the repairs done on the four cars discussed above in Findings 3 through 9. Eulano did not notify Serrano of the Bureau's investigations. Eulano cheated Serrano out of \$600,000. Eulano disappeared and Serrano has not spoken to him since late 2011. Serrano closed the facility by the end of May 2012 and has dissolved the corporation.

Serrano is not planning on reopening the business. Another individual has opened a repair facility at the same location. Serrano provided some advice to them when they opened but he is not involved with the operations of the new facility. Serrano's testimony was sincere and credible in all respects.

### *Costs*

11. The Bureau has incurred costs of \$21,097.01, in the investigation and enforcement of this matter. Respondent did not object to the amount of costs sought. The costs are found to be reasonable, in light of the fact that it involved the investigation of four separate transactions.

## LEGAL CONCLUSIONS

### *2007 Ford Mustang*

1. Untrue or Misleading Statements: In connection with the work performed on the 2007 Mustang, respondent or respondent's representative made statements which it knew were untrue or misleading by representing to Tenorio and the insurance estimator that the vehicle would be repaired pursuant to the estimate prepared by the insurance company and the agreement with Tenorio, when in fact respondent failed to properly repair the vehicle. Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 988.4, subdivision (a)(1), by reason of the matters set forth in Findings 3 and 4.

2. Fraud: In connection with the work performed on the 2007 Mustang, respondent committed fraud by accepting \$8,067.68 payment from the estimator for parts and labor when respondent had failed to perform work on the vehicle in the amount of \$1,905.21. Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 9884.7, subdivision (a)(4), by reason of the matters set forth in Findings 3 and 4.

3. Accepted Trade Standards: In connection with the work performed on the 2007 Mustang, respondent willfully departed from or disregarded accepted trade standards for good and workmanlike repair without consent of the owner or the owner's representative by failing to properly weld the upper rail and apply corrosion protection to the welds, and by failing to properly repair the damaged floor pan. Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 9884.7, subdivision (a)(7), by reason of the matters set forth in Findings 3 and 4.

4. Violations of the Code: In connection with the work performed on the 2007 Mustang, respondent failed to comply with provisions of the Business and Professions Code in the following respects: a) failed to provide the consumer with a final invoice, in violation of Business and Professions code section 9884.8; b) failed to provide the consumer with a written estimate price for all parts and labor for a specific job, in violation of Business and

Professions Code section 9884.9, subdivision (c); and c) failed to display an automotive repair dealer's sign at its premises, in violation of Business and Professions code section 9884.17. Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 9884.7, subdivision (a)(6), by reason of the matters set forth in Findings 3 through 5.

#### *2005 Mazda*

5. Untrue or Misleading Statements: In connection with the work performed on the 2005 Mazda, respondent made statements which it knew were untrue or misleading by representing to Molina and his insurance company that the vehicle would be repaired pursuant to the estimate prepared by the insurance company, when in fact the facility failed to properly repair the vehicle. Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 988.4, subdivision (a)(1), in light of the matters set forth in Finding 7.

6. Fraud: In connection with the work performed on the 2005 Mazda, respondent committed fraud by accepting payment in the amount of \$5,134.79 for parts and labor when in fact respondent failed to perform \$669.97 in work on the vehicle. Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 9884.7, subdivision (a)(4), in light of the matters set forth in Finding 7.

7. Violations of the Code: In connection with the work performed on the 2005 Mazda, respondent failed to comply with provisions of the Business and Professions Code in the following respects: a) failed to provide the consumer with a final invoice, in violation of Business and Professions Code section 9884.8; and b) failed to provide the consumer with a written estimate price for all parts and labor for a specific job, in violation of Business and Professions Code section 9884.9, subdivision (c). Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 9884.7, subdivision (a)(6), by reason of the matters set forth in Finding 7.

#### *2006 Nissan*

8. Untrue or Misleading Statements: In connection with the work performed on the 2006 Nissan, respondent made statements which it knew were untrue or misleading by representing to Baena and his insurer that the vehicle would be prepared pursuant to the estimate of record, when in fact respondent failed to properly perform the repairs. Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 988.4, subdivision (a)(1), in light of the matters set forth in Finding 8.

9. Fraud: In connection with the work performed on the 2006 Nissan, respondent committed fraud by accepting payment from the insurer for parts and labor in the amount of \$7,758.46 when in fact \$1,001.46 of work had not been performed. Therefore, cause exists

to discipline respondent pursuant to Business and Professions Code section 9884.7, subdivision (a)(4), in light of the matters set forth in Finding 8.

10. Violations of Code: In connection with the work performed on the 2006 Nissan, respondent failed to comply with provisions of the Business and Professions Code in the following respects: a) failed to provide the consumer with a final invoice, in violation of section 9884.8; and b) failed to provide the consumer with a written estimate price for all parts and labor for a specific job, in violation of Business and Professions Code section 9884.9, subdivision (c). Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 9884.7, subdivision (a)(6), by reason of the matters set forth in Finding 8.

#### *2008 Mazda*

11. Untrue or Misleading Statements: In connection with the work performed on the 2008 Mazda, respondent made statements which it knew or should have known were untrue or misleading by representing to Dagahoy and her insurer that the vehicle would be repaired pursuant to the insurer's estimate, when in fact it was not. Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 988.4, subdivision (a)(1), in light of the matters set forth in Finding 9.

12. Fraud: In connection with the work performed on the 2008 Mazda, respondent committed fraud by accepting payment in the amount of \$3,652.63 from Dagahoy's insurer for parts and labor, when in fact respondent failed to perform these repairs. Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 9884.7, subdivision (a)(4), in light of the matters set forth in Finding 9.

13. Violations of the Code: In connection with the work performed on the 2008 Mazda, respondent failed to comply with provisions of the Business and Professions Code in the following respects: a) failed to provide the consumer with a final invoice, in violation of Business and Professions Code section 9884.8; and b) failed to provide the consumer with a written estimate price for all parts and labor for a specific job, in violation of Business and Professions Code section 9884.9, subdivision (c). Therefore, cause exists to discipline respondent pursuant to Business and Professions Code section 9884.7, subdivision (a)(6), by reason of the matters set forth in Finding 9.

#### *Appropriate Discipline*

14. Numerous, severe violations of the Business and Professions Code occurred at the facility during the short period it was in operation. These violations occurred under the management of Serrano's former business partner Armand Eulano. Serrano has closed the facility and has no plans to re-open it. He does not oppose revocation of the Automotive Repair Dealer Registration. Accordingly, the Registration will be revoked.

*Costs*

15. Pursuant to Business and Professions Code section 125.3, a licensee found to have violated the licensing act may be required to pay a sum not to exceed the reasonable costs of investigation and adjudication of the case. By reason of the matters set forth in Factual Finding 11, cause exists to order respondent to reimburse the board the sum of \$21,097.01. Respondent shall be directed to pay this sum.

ORDER

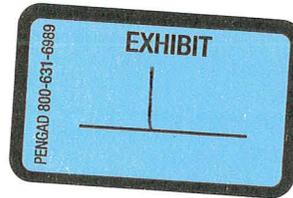
1. Automotive Repair Dealer Registration Number ARD 259607, issued to G Collision – Vallejo, Inc., Santiago Serrano, President, is revoked.

2. Respondent shall pay to the Bureau its costs of investigation and enforcement in the amount of \$21,097.01.

DATED: 2-12-14

  
\_\_\_\_\_  
KAREN REICHMANN  
Administrative Law Judge  
Office of Administrative Hearings

1 KAMALA D. HARRIS  
Attorney General of California  
2 FRANK H. PACOE  
Supervising Deputy Attorney General  
3 MICHAEL B. FRANKLIN  
Deputy Attorney General  
4 State Bar No. 136524  
455 Golden Gate Avenue, Suite 11000  
5 San Francisco, CA 94102-7004  
Telephone: (415) 703-5622  
6 Facsimile: (415) 703-5480  
*Attorneys for Complainant*



7  
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:

Case No. 77/11-45

12 **G COLLISION – VALLEJO, INC., DBA**  
13 **G COLLISION**  
14 **850 Redwood Street, Unit D**  
15 **Vallejo, CA 94590**  
16 **SANTIAGO SERRANO, PRESIDENT**  
17 **ARMAND EULANO, CFS**  
18 **Automotive Repair Dealer Registration No.**  
19 **ARD 259607,**

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

Respondent.

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 or about October 7, 2009, the Bureau issued Automotive Repair Dealer  
25 Registration Number ARD 259607 (“registration”) to G Collision – Vallejo, Inc., (“Respondent”),  
26 doing business as G. Collision, with Santiago Serrano as President and Armand Eulano as CFS.  
27 The registration was in full force and effect at all times relevant to the charges brought herein and  
28 will expire on September 30, 2012, unless renewed.



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

7 (c) In addition to subdivisions (a) and (b), an automotive repair dealer,  
8 when doing auto body or collision repairs, shall provide an itemized written estimate  
9 for all parts and labor to the customer. The estimate shall describe labor and parts  
10 separately and shall identify each part, indicating whether the replacement part is  
11 new, used, rebuilt, or reconditioned. Each crash part shall be identified on the written  
12 estimate and the written estimate shall indicate whether the crash part is an original  
13 equipment manufacturer crash part or a nonoriginal equipment manufacturer  
14 aftermarket crash part.

15 6. Code section 9884.17 states:

16 The bureau shall design and approve of a sign which shall be placed in all  
17 automotive repair dealer locations in a place and manner conspicuous to the public.  
18 That sign shall give notice that inquiries concerning service may be made to the  
19 bureau and shall contain the telephone number and Internet Web site address of the  
20 bureau. The sign shall also give notice that the customer is entitled to a return of  
21 replaced parts upon his or her request therefor at the time the work order is taken.

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

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

### COST RECOVERY

9. Section 125.3 of the Code 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.

///

///



1 a. The right upper rail had been replaced; however, the rail had not been welded in  
2 completely. Additionally, Respondent failed to apply corrosion protection on the welds that had  
3 been done.

4 b. The right inner hinge pillar and right hinge pillar reinforcement had not been  
5 replaced. Filler material was improperly used to fill severe damage to the hinge pillar area. In  
6 addition, the right door was not in alignment with the body. Washers were used on the door  
7 hinges for spacers, which indicted the hinge pillar was not in alignment.

8 c. The right front wheel had not been replaced with an OEM part; instead, the  
9 replacement wheel was a reconditioned part.

10 d. The floor pan had not been replaced; instead, it had been repaired. Filler material was  
11 sanded out and revealed structural damage to the pan that had not been repaired.

12 12. On or about July 22, 2010, the consumer filed a complaint with the Bureau.

13 **FIRST CAUSE FOR DISCIPLINE**

14 **(Untrue or Misleading Statements)**

15 13. Respondent has subjected its registration to discipline pursuant to Code section  
16 9884.7, subdivision (a)(1), in that between March 23, 2010, and July 22, 2010, Respondent made  
17 statements which it knew or which by exercise of reasonable care it should have known were  
18 untrue or misleading by representing to SPC and the consumer that the vehicle would be repaired  
19 pursuant to the estimate of record and supplements of record prepared by SPC. In fact,  
20 Respondent failed to repair the vehicle, as more particularly set forth in paragraph 11,  
21 subparagraphs a through d, above.

22 **SECOND CAUSE FOR DISCIPLINE**

23 **(Fraud)**

24 14. Respondent has subjected its registration to discipline pursuant to Code section  
25 9884.7, subdivision (a)(4), in that between March 23, 2010, and July 22, 2010, Respondent  
26 committed acts which constitute fraud by accepting payment in the amount of \$8,067.68 from  
27 SPC for the replacement of parts and performance of labor, when, in fact, Respondent failed to

28 ///

1 perform repairs and labor in the amount of \$1,905.21, as more particularly set forth in paragraph  
2 11, subparagraphs a through d, above.

3 **THIRD CAUSE FOR DISCIPLINE**

4 **(Accepted Trade Standards)**

5 15. Respondent has subjected its registration to discipline pursuant to Code section  
6 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted  
7 trade standards for good and workmanlike repair without the consent of the owner or the owner's  
8 duly authorized representative in the following material respects:

9 a. Respondent failed to properly weld the upper rail that had been replaced and did not  
10 apply corrosion protection to those welds.

11 b. Respondent failed to properly repair the vehicle's damaged floor pan.

12 **FOURTH CAUSE FOR DISCIPLINE**

13 **(Violations of the Code)**

14 16. Respondent has subjected its registration to discipline pursuant to Code section  
15 9884.7, subdivision (a)(6), in that Respondent failed to comply with provisions of that Code in  
16 the following material respects:

17 a. **Section 9884.8:** Respondent failed to provide the consumer with a final invoice.

18 a. **Section 9884.9, subdivision (c):** Respondent failed to provide the consumer with a  
19 written estimate price for all parts and labor for a specific job.

20 b. **Section 9884.17:** Respondent failed to display an official automotive repair dealer's  
21 sign at its premises.

22 **POST REPAIR INSPECTION NO. 1 - MOLINA**

23 17. On or about March 5, 2010, Eduardo Molina ("consumer") took his 2005 Mazda 3 to  
24 Respondent's facility for collision repairs to the front and rear of the vehicle. On or about March  
25 11, 2010, California State Automobile Association ("CSAA") inspected the vehicle and prepared  
26 an estimate of repairs totaling \$5,134.79. Respondent did not provide the consumer with a  
27 written estimated price for parts and labor for the specific job.

28 ///



1 replacement of parts and performance of labor, when, in fact, Respondent failed to perform  
2 repairs, including labor in the amount of \$669.97, as more particularly set forth in paragraph 19,  
3 subparagraph a, above.

4 **SEVENTH CAUSE FOR DISCIPLINE**

5 **(Violations of the Code)**

6 22. Respondent has subjected its registration to discipline pursuant to Code section  
7 9884.7, subdivision (a)(6), in that Respondent failed to comply with provisions of that Code in  
8 the following material respects:

9 a. **Section 9884.8:** Respondent failed to provide the consumer with a final invoice.

10 a. **Section 9884.9, subdivision (c):** Respondent failed to provide the consumer with a  
11 written estimate price for all parts and labor for a specific job.

12 b. **Section 9884.17:** Respondent failed to display an official automotive repair dealer's  
13 sign at its premises.

14 **POST REPAIR INSPECTION NO. 2 - BAENA**

15 23. On or about June 27, 2010, Dante Baena ("consumer") took his 2006 Nissan Armada  
16 to Respondent's facility for collision repairs. On or about July 8, 2010, Mid-Century Insurance  
17 Company, a division of Farmers Insurance Company, inspected the vehicle and prepared an  
18 estimate of repairs totaling \$7,758.46. Respondent did not provide the consumer with a written  
19 estimated price for parts and labor for the specific job. Mid-Century Insurance Company paid  
20 Respondent \$7,758.46 for the repairs.

21 24. In or about August 2010, the consumer returned to Respondent's facility to retrieve  
22 his vehicle. Respondent failed to provide the consumer with a final invoice for the repairs  
23 performed to the vehicle. The consumer did not sign the check issued by Mid-Century Insurance  
24 Company to the consumer and Respondent.

25 25. On or about January 18, 2011, the Bureau inspected the consumer's vehicle at his  
26 residence, using the Mid-Century Insurance Company estimate and photographs. That inspection  
27 revealed that the following repairs had not been performed totaling \$1,001.46.

28 ///

1 a. The right side running board had not been replaced with a new OEM part. The  
2 running board had black and grey colored finishes that were peeling from the running board  
3 surfaces.

4 b. The sunroof glass had not been replaced. This was evidenced by three long scratches  
5 as well as several minor scratches.

6 **EIGHTH CAUSE FOR DISCIPLINE**

7 **(Untrue or Misleading Statements)**

8 26. Respondent has subjected its registration to discipline pursuant to Code section  
9 9884.7, subdivision (a)(1), in that in or about July 2010, Respondent made statements which it  
10 knew or which by exercise of reasonable care it should have known were untrue or misleading by  
11 representing to the consumer and Mid-Century Insurance Company that the vehicle would be  
12 repaired pursuant to the estimate of record prepared by Mid-Century Insurance Company. In fact,  
13 Respondent failed to perform repairs, including labor, as more particularly set forth in paragraph  
14 25, subparagraphs a and b, above.

15 **NINTH CAUSE FOR DISCIPLINE**

16 **(Fraud)**

17 27. Respondent has subjected its registration to discipline pursuant to Code section  
18 9884.7, subdivision (a)(4), in that in or about July 2010, Respondent committed acts which  
19 constitute fraud by accepting payment in the amount of \$7,758.46 from Mid-Century Insurance  
20 Company for the replacement of parts and performance of labor, when, in fact, Respondent failed  
21 to perform repairs and labor in the amount of \$1,001.46, as more particularly set forth in  
22 paragraph 25, subparagraphs a and b, above.

23 **TENTH CAUSE FOR DISCIPLINE**

24 **(Violations of the Code)**

25 28. Respondent has subjected its registration to discipline pursuant to Code section  
26 9884.7, subdivision (a)(6), in that Respondent failed to comply with provisions of that Code in  
27 the following material respects:

28 ///

1 a. **Section 9884.8:** Respondent failed to provide the consumer with a final invoice.

2 a. **Section 9884.9, subdivision (c):** Respondent failed to provide the consumer with a  
3 written estimate price for all parts and labor for a specific job.

4 **POST REPAIR INSPECTION NO. 3 - DAGOHOY**

5 29. On or about August 2, 2010, Elsa Dagahoy (“consumer”) took her 2008 Mazda 6 to  
6 Respondent’s facility for collision repairs. On or about August 3, 2010, Mid-Century Insurance  
7 Company inspected the vehicle and prepared an estimate for the repairs totaling \$4,152.63, less  
8 the consumer’s \$500 deductible. Respondent did not provide the consumer with a written  
9 estimated price for parts and labor for the specific job. Mid-Century Insurance Company paid  
10 Respondent \$3,652.63 for the repairs.

11 30. In or about September 2010, the consumer returned to Respondent’s facility to  
12 retrieve her vehicle. Respondent failed to provide the consumer with a final invoice for the  
13 repairs performed to the vehicle. The consumer did not sign the check issued by Mid-Century  
14 Insurance Company to the consumer and Respondent. The consumer paid Respondent the \$500  
15 deductible.

16 31. On or about January 25, 2011, the Bureau inspected the consumer’s vehicle, at her  
17 residence, using the Mid-Century Insurance Company’s estimate and photographs as a reference.  
18 That inspection revealed that the following repairs, including labor had not been performed  
19 totaling \$1,828.88:

20 a. The left quarter panel had not been replaced. Filler material was used to repair the  
21 quarter panel. Filler material was visible behind the gas door and on the quarter panel.

22 **ELEVENTH CAUSE FOR DISCIPLINE**

23 **(Untrue or Misleading Statements)**

24 32. Respondent has subjected its registration to discipline pursuant to Code section  
25 9884.7, subdivision (a)(1), in that in or about August 2010, Respondent made statements which it  
26 knew or which by exercise of reasonable care it should have known were untrue or misleading by  
27 representing to the consumer and Mid-Century Insurance Company that the vehicle would be  
28 repaired pursuant to the estimate of record prepared by Mid-Century Insurance. In fact,

1 Respondent failed to repair the vehicle, as more particularly set forth in paragraph 31,  
2 subparagraph a, above.

3 **TWELFTH CAUSE FOR DISCIPLINE**

4 **(Fraud)**

5 33. Respondent has subjected its registration to discipline pursuant to Code section  
6 9884.7, subdivision (a)(4), in that in or about August 2010, Respondent committed acts which  
7 constitute fraud by accepting payment in the amount of \$3,652.63 from Mid-Century Insurance  
8 Company for the replacement of parts and performance of labor, when, in fact, Respondent failed  
9 to perform repairs and labor in the amount of \$1,828.88, as more particularly set forth in  
10 paragraph 31, subparagraph a, above.

11 **THIRTEENTH CAUSE FOR DISCIPLINE**

12 **(Violations of the Code)**

13 34. Respondent has subjected its registration to discipline pursuant to Code section  
14 9884.7, subdivision (a)(6), in that Respondent failed to comply with provisions of that Code in  
15 the following material respects:

16 a. **Section 9884.8:** Respondent failed to provide the consumer with a final invoice.

17 a. **Section 9884.9, subdivision (c):** Respondent failed to provide the consumer with a  
18 written estimate price for all parts and labor for a specific job.

19 **OTHER MATTERS**

20 35. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,  
21 or place on probation the registration for all places of business operated in this state by  
22 Respondent G Collision – Vallejo, Inc., upon a finding that Respondent has, or is, engaged in a  
23 course of repeated and willful violations of the laws and regulations pertaining to an automotive  
24 repair dealer.

25 **PRAYER**

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

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1. Revoking, suspending, or placing on probation, Automotive Repair Dealer Registration Number ARD 259607, issued to G Collision – Vallejo, Inc., doing business as G Collision;
2. Revoking, suspending, or placing on probation any other automotive repair dealer registration issued to G Collision – Vallejo, Inc.;
3. Ordering G Collision – Vallejo, Inc., 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; and,
4. Taking such other and further action as deemed necessary and proper.

DATED: 2/9/12

sherry mehl by Jung B  
SHERRY MEHL  
Chief  
Bureau of Automotive Repair  
Department of Consumer Affairs  
State of California  
Complainant  
DUG BALAH  
Assist. chief