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

In the Matter of the Accusation Against: **LALOS COLLISION REPAIR;** **HILARIO HECTOR ARRONA** 2246 East Weber Avenue, Unit 23 Stockton, CA 95205 Automotive Repair Dealer Registration No. ARD 260524 Respondent.	Case No. 77/13-35 OAH No. 2013070028

DECISION

The attached Stipulated Settlement and Disciplinary Order is hereby accepted and adopted as the Decision of the Director of the Department of Consumer Affairs in the above-entitled matter.

This Decision shall become effective April 7, 2014.

DATED: MAR 18 2014

DONALD CHANG
Assistant Chief Counsel
Department of Consumer Affairs

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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: **LALOS COLLISION REPAIR;** **HILARIO HECTOR ARRONA** **2246 East Weber Avenue, Unit 23** **Stockton, CA 95205** **Automotive Repair Dealer Registration No. ARD 260524** Respondent.	Case No. 77/13-35 OAH No. 2013070028 **STIPULATED SETTLEMENT AND DISCIPLINARY ORDER**

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-entitled proceedings that the following matters are true:

PARTIES

1. Patrick Dorais ("Complainant") is the Chief of the Bureau of Automotive Repair. He brought this action solely in his official capacity and is represented in this matter by Kamala D. Harris, Attorney General of the State of California, by Geoffrey S. Allen, Deputy Attorney General.

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2. Respondent Lalos Collision Repair; Hilario Hector Arrona ("Respondent") is representing himself in this proceeding and has chosen not to exercise his right to be represented by counsel.

3. On or about January 10, 2010, the Bureau of Automotive Repair issued Automotive Repair Dealer Registration No. ARD 260524 ("Automotive Repair Dealer Registration") to Respondent. The Automotive Repair Dealer Registration expired on January 31, 2014, and has not been renewed.

JURISDICTION

4. Accusation No. 77/13-35 ("Accusation") was filed before the Director of Consumer Affairs ("Director"), for the Bureau of Automotive Repair ("Bureau"), and is currently pending against Respondent. The Accusation and all other statutorily required documents were properly served on Respondent on February 22, 2013. Respondent timely filed his Notice of Defense contesting the Accusation.

5. A copy of the Accusation is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

6. Respondent has carefully read, and understands the charges and allegations in the Accusation. Respondent has also carefully read, and understands the effects of this Stipulated Settlement and Disciplinary Order.

7. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

9. Respondent admits the truth of each and every charge and allegation in the Accusation.

10. Respondent agrees that his Automotive Repair Dealer Registration is subject to discipline and he agrees to be bound by the Director's imposition of discipline as set forth in the Disciplinary Order below.

CONTINGENCY

11. This stipulation shall be subject to approval by the Director or the Director's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Bureau may communicate directly with the Director and staff of the Department of Consumer Affairs regarding this stipulation and settlement, without notice to or participation by Respondent. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

12. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including Portable Document Format (PDF) and facsimile signatures thereto, shall have the same force and effect as the originals.

13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

14. In consideration of the foregoing admissions and stipulations, the parties agree that the Director may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 260524 issued to Respondent is revoked.

1. The revocation of Respondent's Automotive Repair Dealer Registration by the Bureau shall constitute the imposition of discipline against Respondent. This stipulation constitutes a record of the discipline and shall become a part of Respondent's license history with the Bureau.

2. Respondent shall lose all rights and privileges as an Automotive Repair Dealer in California as of the effective date of the Director's Decision and Order.

3. Respondent shall cause to be delivered to the Bureau his Automotive Repair Dealer Registration certificate on or before the effective date of the Decision and Order.

4. If Respondent ever applies for licensure or petition for reinstatement in the State of California, the Bureau shall treat it as a new application for licensure. Respondent must comply with all the laws, regulations and procedures for licensure in effect at the time the application or petition is filed, and all of the charges and allegations contained in the Accusation shall be deemed to be true, correct and admitted by Respondent when the Director determines whether to grant or deny the application or petition.

5. Respondent shall pay to the Bureau the full costs associated with its investigation and enforcement pursuant to Business and Professions Code section 125.3 in the amount of $12,792.72 payable in full upon the filing of an application for registration, licensure or petition for reinstatement of any license or registration issued by the Bureau.

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ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: 3/1/14

LALOS COLLISION REPAIR
HILARIO HECTOR ARRONA
Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Director of Consumer Affairs

Dated: 3/3/14

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
KENT D. HARRIS
Supervising Deputy Attorney General

GEOFFREY S. ALLEN
Deputy Attorney General
Attorneys for Complainant

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Exhibit A

Accusation No. 77/13-35

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BEFORE THE
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STATE OF CALIFORNIA

In the Matter of the Accusation Against: **LALOS COLLISION REPAIR** **HILARIO HECTOR ARRONA, OWNER** **2246 East Weber Avenue, Unit 23** **Stockton, CA 95205** **Automotive Repair Dealer Reg. No. ARD 260524** Respondent.	Case No. 77/13-35 **ACCUSATION**

Complainant alleges:

PARTIES

1. John Wallauch ("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 January 20, 2010, the Director of Consumer Affairs ("Director") issued Automotive Repair Dealer Registration Number ARD 260524 to Hilario Hector Arrona ("Respondent"), owner of Lalos Collision Repair. Respondent's automotive repair dealer registration expired on January 31, 2012.

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.
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> . . . .
>
> (4) Any other conduct that constitutes fraud.
>
> (5) Conduct constituting gross negligence.
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> (6) Failure in any material respect to comply with the provisions of this chapter or regulations adopted pursuant to it.
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> (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.

7. 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."

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8. 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."

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

10. California Code of Regulations, title 16, section ("Regulation") 3303, subdivision (m), states that "'[s]ection" or "sectioning" means the replacement of less than a whole part or component by splicing the part or component at non-factory seams."

11. Regulation 3358 states:

> Each automotive repair dealer shall maintain legible copies of the following records for not less than three years:
>
> (a) All invoices relating to automotive repair including invoices received from other sources for parts and/or labor.
>
> (b) All written estimates pertaining to work performed.
>
> (c) All work orders and/or contracts for repairs, parts and labor. All such records shall be open for reasonable inspection and/or reproduction by the bureau or other law enforcement officials during normal business hours.

12. Regulation 3365 states:

> The accepted trade standards for good and workmanlike auto body and frame repairs shall include, but not be limited to, the following:
>
> (a) Repair procedures including but not limited to the sectioning of component parts, shall be performed in accordance with OEM service specifications or nationally distributed and periodically updated service specifications that are generally accepted by the autobody repair industry.
>
> (b) All corrosion protection shall be applied in accordance with manufacturers' specifications or nationally distributed and periodically updated service specifications that are generally accepted by the autobody repair industry.

COST RECOVERY

13. 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 (KNIZNER): 2007 HONDA ACCORD EX

14. On or about November 19, 2010, Nina Knizner ("Knizner") was involved in an automobile accident while driving her 2007 Honda Accord Ex, resulting in damage to the front end of the vehicle. Knizner made a claim for the collision damage with Workmen's Auto Insurance ("Workmen's"). Knizner had Respondent's facility repair the vehicle and the work was completed on or about January 20, 2011. In or about January 2011, Workmen's issued two checks totaling $4,355.63 made payable to Respondent and Knizner.

15. In or about June 2011, Knizner took the vehicle to Pep Boys because the air conditioning ("A/C") system was not working. Pep Boys informed Knizner that the A/C condenser was bent and needed replacement and appeared to have been damaged in the collision. Knizner returned the vehicle to Respondent's facility to have the A/C system, right apron, and sub-frame repaired as well as other cosmetic items. After Knizner picked up the vehicle, she found that the A/C system still was not working. Later, Knizner took the vehicle to Bruce's Body Shop ("Bruce's") for repair. While the vehicle was being torn down (disassembled) and inspected at Bruce's, Knizner was informed that there were discrepancies regarding the repairs performed by Respondent on the insurance claim. In or about July 2011, Knizner filed a complaint with the Bureau.

16. On or about August 1, 2011, representatives of the Bureau went to Respondent's facility and met with the manager, Lalo Arrona ("Arrona"). Arrona told the representatives that his son, Respondent, was the owner of the facility and that he (Arrona) could speak with the representatives on Respondent's behalf. Arrona provided the representatives with copies of the repair records on the vehicle, including parts receipts from Quality Auto Parts. Arrona claimed that the facility was not paid to replace the upper tie bar or the A/C condenser on the vehicle and only performed those repairs as a "courtesy" to Knizner. That same day, the Bureau inspected the vehicle using as a reference an itemized estimate dated December 31, 2010, in the amount of $4,952.18, prepared by Kirk's Appraisal Service on behalf of Workman's ("insurance estimate"). The Bureau found that Respondent's facility failed to repair the vehicle pursuant to the insurance

estimate and had not performed the repairs to accepted trade standards. The total estimated value of the repairs the facility failed to perform on the vehicle is approximately $2,615.38.

17. On or about August 11, 2011, two representatives of the Bureau met with Arrona at the facility. Arrona told the representatives that the facility was, in fact, paid for the replacement of the upper tie bar and A/C condenser contrary to his prior statement, and that he "personally" performed the repairs on the vehicle.

18. On or about January 13, 2012, one of the representatives called Quality Auto Parts and was informed that the front bumper cover, hood, and right fender they sold Respondent were non-CAPA (Certified Automotive Parts Association)[1] parts.

FIRST CAUSE FOR DISCIPLINE

(Fraud)

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

a. Respondent obtained payment from Workmen's for replacing the air bag caution information label on Knizner's 2007 Honda Accord Ex. In fact, that part was not replaced on the vehicle.

b. Respondent obtained payment from Workmen's for replacing the specification information label on Knizner's 2007 Honda Accord Ex. In fact, that part was not replaced on the vehicle.

c. Respondent obtained payment from Workmen's for replacing the front bumper cover assembly on Knizner's 2007 Honda Accord Ex with a CAPA quality replacement part. In fact, the front bumper cover assembly was replaced with a non-CAPA part.

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[1] CAPA is a non-profit organization that certifies the quality of automotive parts used for collision repairs. CAPA oversees a testing and inspection program that certifies the quality of automotive parts used for collision repairs. CAPA ensures that parts meet quality standards for fit, component materials, and corrosion resistance. CAPA is not a manufacturing, marketing or sales organization. The CAPA program provides consumers, auto body shops, part distributors and insurance adjusters with an objective method for evaluating the quality of certified parts and their functional equivalency to similar parts manufactured by automotive companies. CAPA was founded to promote price and quality competition in the collision part industry, thereby reducing the cost of crash repairs to consumers without sacrificing quality.

d. Respondent obtained payment from Workmen's for replacing the right front bumper cover beam on Knizner's 2007 Honda Accord Ex with a new OEM (original equipment manufacturer) part. In fact, the right front bumper cover beam was replaced with an aftermarket part.

e. Respondent obtained payment from Workmen's for replacing the right front bumper spacer on Knizner's 2007 Honda Accord Ex. In fact, that part was not replaced on the vehicle.

f. Respondent obtained payment from Workmen's for replacing the grille on Knizner's 2007 Honda Accord Ex with a new OEM part. In fact, the grille was replaced with an aftermarket part.

g. Respondent obtained payment from Workmen's for replacing the grille molding and emblem on Knizner's 2007 Honda Accord Ex. In fact, those parts were not replaced on the vehicle.

h. Respondent obtained payment from Workmen's for replacing the right headlamp assembly on Knizner's 2007 Honda Accord Ex with a new OEM part. In fact, the right headlamp assembly was replaced with an aftermarket part.

i. Respondent obtained payment from Workmen's for replacing the hood with a CAPA quality replacement part. In fact, the hood was replaced with a non-CAPA part.

j. Respondent obtained payment from Workmen's for replacing the hood latch on Knizner's 2007 Honda Accord Ex with a new OEM part. In fact, the hood latch was replaced with an aftermarket part.

k. Respondent obtained payment from Workmen's for replacing the A/C condenser on Knizner's 2007 Honda Accord Ex. In fact, that part was not replaced on the vehicle.

l. Respondent obtained payment from Workmen's for evacuating and recharging the A/C system on Knizner's 2007 Honda Accord Ex. In fact, that repair was not performed on the vehicle.

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m. Respondent obtained payment from Workmen's for supplying R134A Freon and oil on Knizner's 2007 Honda Accord Ex. In fact, new Freon and oil were not supplied on the vehicle.

n. Respondent obtained payment from Workmen's for replacing the right fender on Knizner's 2007 Honda Accord Ex with a CAPA quality replacement part. In fact, the right fender was replaced with a non-CAPA part.

o. Respondent obtained payment from Workmen's for replacing the upper tie bar on Knizner's 2007 Honda Accord Ex. In fact, the upper tie bar was not replaced completely on the vehicle in that it was sectioned through the hood latch mounting area, as set forth in paragraph 20 below.

p. Respondent obtained payment from Workmen's for refinishing the upper tie bar on Knizner's 2007 Honda Accord Ex. In fact, that part was not completely refinished on the vehicle.

q. Respondent obtained payment from Workmen's for replacing the right side radiator support panel on Knizner's 2007 Honda Accord Ex. In fact, that part was not replaced on the vehicle.

r. Respondent obtained payment from Workmen's for refinishing the right side radiator support panel on Knizner's 2007 Honda Accord Ex. In fact, that part was not completely refinished on the vehicle.

s. Respondent obtained payment from Workmen's for removing and reinstalling the right front door belt molding on Knizner's 2007 Honda Accord Ex. In fact, that part was not removed and reinstalled on the vehicle.

t. Respondent obtained payment from Workmen's for removing and reinstalling the right roof molding on Knizner's 2007 Honda Accord Ex. In fact, that part was not removed and reinstalled on the vehicle.

SECOND CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

20. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(7), in that Respondent willfully departed from or disregarded accepted trade

standards for good and workmanlike repair without the consent of the owner or the owner's duly authorized representative in the following material respects:

a. Respondent sectioned the upper tie bar on Knizner's 2007 Honda Accord Ex through the hood latch mounting area, which is not a recommended factory (manufacturer) repair procedure. As a result, the hood latch area flexes when the hood panel is shut, which could lead to metal fatigue or failure.

b. Respondent failed to apply corrosion protection to the welded areas of the upper tie bar, in violation of Regulation 3365, subdivision (b).

CONSUMER COMPLAINT (BROWN): 2006 PONTIAC GRAND PRIX

21. On or about May 29, 2010, Alexis Brown's ("Brown") 2006 Pontiac Grand Prix was damaged in a collision. Brown made a claim for the collision damage with Esurance Property and Casualty Insurance Company ("Esurance") and had the vehicle taken to Respondent's facility for repair. Brown paid Respondent a $1,000 insurance deductible. On or about June 14, 2010, Esurance issued a check for $6,343.47 made payable to Brown and Lalos Collision Repairs, for total payments on the repairs of $7,343.47. In or about August 2011, Brown filed a complaint with the Bureau, alleging that the facility failed to properly repair the vehicle.

22. On August 31, 2011, and January 19, 2012, the Bureau inspected the vehicle using as a reference an itemized estimate, "Estimate of Record", dated June 8, 2010, in the amount of $7,343.47, prepared by SCA Appraisal Company West Coast on behalf of Esurance ("insurance estimate"). The Bureau found that Respondent's facility failed to repair the vehicle pursuant to the insurance estimate, was grossly negligent in their repair of the vehicle, and had not performed the repairs to accepted trade standards. The total estimated value of the repairs the facility failed to perform on the vehicle is approximately $2,972.02.

23. On or about September 22, 2011, a representative of the Bureau made a station visit at the facility and requested the repair records on the vehicle, including all estimates, authorization documents, invoices, parts receipts, payments, and photographs. Respondent was instructed to provide the documents to the Bureau by September 26, 2011.

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24. On or about January 13, 2012, a representative of the Bureau called Quality Auto Parts and was informed that they had sold Respondent's facility various aftermarket parts for the vehicle. On or about January 19, 2012, Quality Auto Parts provided the Bureau with copies of the parts receipts for the aftermarket parts.

25. Respondent never provided the Bureau with the repair records on the vehicle.

THIRD CAUSE FOR DISCIPLINE

(Fraud)

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

a. Respondent obtained payment from Esurance for replacing the front bumper cover on Brown's 2006 Pontiac Grand Prix with a reconditioned part, and for replacing the front bumper lower deflector with a new OEM part. In fact, the front bumper cover was replaced with an aftermarket part that also included the front lower deflector.[2]

b. Respondent obtained payment from Esurance for replacing the left headlamp assembly on Brown's 2006 Pontiac Grand Prix with a new OEM part. In fact, the left headlamp assembly was replaced with an aftermarket part.

c. Respondent obtained payment from Esurance for replacing the left front wiring harness on Brown's 2006 Pontiac Grand Prix. In fact, that part was not replaced on the vehicle.

d. Respondent obtained payment from Esurance for replacing the radiator support on Brown's 2006 Pontiac Grand Prix with a new OEM part. In fact, the existing radiator support was sectioned at the upper tie bar, as set forth in paragraph 26 below.

e. Respondent obtained payment from Esurance for refinishing the radiator support on Brown's 2006 Pontiac Grand Prix. In fact, that part was not completely refinished on the vehicle.

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[2] The front bumper cover and front lower deflector are manufactured by Pontiac as separate parts).

f. Respondent obtained payment from Esurance for replacing the left outer fender reinforcement on Brown's 2006 Pontiac Grand Prix with a new OEM part. In fact, the existing left outer fender reinforcement was sectioned with a used part.

g. Respondent obtained payment from Esurance for refinishing the left outer fender reinforcement on Brown's 2006 Pontiac Grand Prix with a new OEM part. In fact, that part was not completely refinished on the vehicle.

h. Respondent obtained payment from Esurance for replacing the left inner fender reinforcement on Brown's 2006 Pontiac Grand Prix with a new OEM part. In fact, the existing left inner fender reinforcement was sectioned with a used part.

i. Respondent obtained payment from Esurance for refinishing the left inner fender reinforcement on Brown's 2006 Pontiac Grand Prix with a new OEM part. In fact, that part was not completely refinished on the vehicle.

j. Respondent obtained payment from Esurance for replacing the left fender wheel opening extension on Brown's 2006 Pontiac Grand Prix. In fact, that part was not replaced on the vehicle.

k. Respondent obtained payment from Esurance for refinishing the left fender wheel opening extension on Brown's 2006 Pontiac Grand Prix. In fact, that part was not completely refinished on the vehicle.

l. Respondent obtained payment from Esurance for replacing the left fender brace to the radiator support on Brown's 2006 Pontiac Grand Prix. In fact, that part was not replaced on the vehicle.

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FOURTH CAUSE FOR DISCIPLINE

(Gross Negligence)

27. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(5), in that Respondent committed acts constituting gross negligence, as follows: Respondent sectioned the existing radiator support[3] at the upper tie bar on Brown's 2006 Pontiac Grand Prix with a used part, and failed to weld a large area at the inner structure of the radiator support where the used part was sectioned in, leaving a ¼ inch gap or opening at the sectioned area and exposing the vehicle's occupants to possible risk of harm.

FIFTH CAUSE FOR DISCIPLINE

(Departure from Trade Standards)

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

a. Respondent sectioned the existing radiator support at the upper tie bar on Brown's 2006 Pontiac Grand Prix, as set forth in paragraph 26 above.

b. Respondent sectioned the inner and outer upper fender reinforcements on Brown's 2006 Pontiac Grand Prix, which is not a recommended factory (manufacturer) repair procedure.

SIXTH CAUSE FOR DISCIPLINE

(Violations of the Code)

29. Respondent is subject to disciplinary action pursuant to Code section 9884.7, subdivision (a)(6), in that Respondent failed to comply with section 9884.11 of that Code in a material respect, as follows: Respondent failed to maintain any records pertaining to the repairs performed on Brown's 2006 Pontiac Grand Prix or failed to make those records available for inspection by the Bureau.

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[3] The radiator support is a structural component designed to absorb energy, and acts in unison with the other front structural components to protect the vehicle occupants in the event of a collision.

OTHER MATTERS

30. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke, or place on probation the registration for all places of business operated in this state by Respondent Hilario Hector Arrona, owner of Lalos Collision Repair, upon a finding that Respondent has, or is, engaged in a course of repeated and willful violations of the laws and regulations pertaining to an automotive repair dealer.

PRAYER

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

1. Revoking or suspending Automotive Repair Dealer Registration Number ARD 260524, issued to Hilario Hector Arrona, owner of Lalos Collision Repair;

2. Revoking or suspending any other automotive repair dealer registration issued to Hilario Hector Arrona;

3. Ordering Hilario Hector Arrona, owner of Lalos Collision Repair, to pay the Director of Consumer Affairs the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;

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

DATED: February 6, 2013

John Wallauch by Doug Balatt

JOHN WALLAUCH
Chief
Bureau of Automotive Repair
Department of Consumer Affairs
State of California
Complainant

SA2012105246