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

12 In the Matter of the Accusation Against:

Case No. 77/14-15

13 **STRAIGHT LINE MANAGEMENT, INC. DBA**  
14 **CITYWIDE AUTO BODY SHOP**  
15 **PATRICK DAVID LEWIS, PRESIDENT**  
16 **MARGAUX REGINA HUNT, SECRETARY**  
17 **JAMES LOWELL ROBERTS, TREASURER**  
18 **10303 S. Western Avenue**  
19 **Los Angeles, CA 90047**

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

**Automotive Repair Dealer Registration**  
**No. ARD 262928**

Respondent.

20 Complainant alleges:

21 **PARTIES**

22 1. Patrick Dorais ("Complainant") brings this Accusation solely in his official capacity  
23 as the Acting Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer  
24 Affairs.

25 **Automotive Repair Dealer Registration**

26 2. On or about August 6, 2010, the Bureau issued Automotive Repair Dealer  
27 Registration Number ARD 262928 ("registration") to Straight Line Management, Inc. doing  
28 business as Citywide Auto Body Shop ("Respondent"), with Patrick David Lewis as President,

1 Margaux Regina Hunt as Secretary, and James Lowell Roberts as Treasurer. The registration was  
2 in full force and effect at all times relevant to the charges brought herein and will expire on  
3 August 31, 2013, unless renewed.

4 **STATUTORY PROVISIONS**

5 3. Code section 22, subdivision (a), states:

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

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

12 5. Code section 9884.7 states, in pertinent part:

13 (a) The director, where the automotive repair dealer cannot show there  
14 was a bona fide error, may deny, suspend, revoke, or place on probation the  
15 registration of an automotive repair dealer for any of the following acts or  
16 omissions related to the conduct of the business of the automotive repair dealer,  
17 which are done by the automotive repair dealer or any automotive technician,  
18 employee, partner, officer, or member of the automotive repair dealer.

19 (1) Making or authorizing in any manner or by any means whatever any  
20 statement written or oral which is untrue or misleading, and which is known, or  
21 which by the exercise of reasonable care should be known, to be untrue or  
22 misleading.

23 . . . .

24 (3) Failing or refusing to give to a customer a copy of any document  
25 requiring his or her signature, as soon as the customer signs the document.

26 (4) Any other conduct that constitutes fraud.

27 . . . .

28 (6) Failure in any material respect to comply with the provisions of this  
chapter or regulations adopted pursuant to it.

. . . .

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

1 is, engaged in a course of repeated and willful violations of the laws and regulations pertaining to  
2 an automotive repair dealer.

3 7. Code section 9884.8 states, in pertinent part, that “[a]ll work done by an automotive  
4 repair dealer, including all warranty work, shall be recorded on an invoice and shall describe all  
5 service work done and parts supplied . . .

6 8. Code section 9884.9 states, in pertinent part:

7 (a) The automotive repair dealer shall give to the customer a written  
8 estimated price for labor and parts necessary for a specific job. No work shall be  
9 done and no charges shall accrue before authorization to proceed is obtained from  
10 the customer. No charge shall be made for work done or parts supplied in excess  
11 of the estimated price without the oral or written consent of the customer that  
12 shall be obtained at some time after it is determined that the estimated price is  
13 insufficient and before the work not estimated is done or the parts not estimated  
14 are supplied. Written consent or authorization for an increase in the original  
15 estimated price may be provided by electronic mail or facsimile transmission  
16 from the customer. The bureau may specify in regulation the procedures to be  
17 followed by an automotive repair dealer when an authorization or consent for an  
18 increase in the original estimated price is provided by electronic mail or facsimile  
19 transmission. If that consent is oral, the dealer shall make a notation on the work  
20 order of the date, time, name of person authorizing the additional repairs and  
21 telephone number called, if any, together with a specification of the additional  
22 parts and labor and the total additional cost . . .

23 . . . .

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

9. 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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1 **REGULATORY PROVISIONS**

2 10. California Code of Regulations, title 16 (Regulation), section 3353, subdivisions  
3 (b) and (d) state:

4 (b) Estimate for Auto Body or Collision Repairs. Every dealer, when doing auto  
5 body or collision repairs, shall give to each customer a written estimated price for parts  
6 and labor for a specific job. Parts and labor shall be described separately and each part  
7 shall be identified, indicating whether the replacement part is new, used, rebuilt, or  
reconditioned. The estimate shall also describe replacement crash parts as original  
equipment manufacturer (OEM) crash parts or non-OEM aftermarket crash parts.

8 ...

9 (e) Revising an Itemized Work Order. If the customer has authorized repairs  
10 according to a work order on which parts and labor are itemized, the dealer shall not  
11 change the method of repair or parts supplied without the written, oral, or electronic  
authorization of the customer. The authorization shall be obtained from the customer as  
provided in subsection (c) and Section 9884.9 of the Business and Professions Code.

12 11. Regulation 3356 states, in pertinent part:

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

15 (1) The invoice shall show the automotive repair dealer's registration  
16 number and the corresponding business name and address as shown in the Bureau's  
records.

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

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

20 (B) Each part supplied, in such a manner that the customer can  
21 understand what was purchased, and the price for each described part. The description  
of each part shall state whether the part was new, used, reconditioned, rebuilt, or an  
OEM crash part, or a non-OEM aftermarket crash part.

22 (C) The subtotal price for all service and repair work performed.

23 (D) The subtotal price for all parts supplied, not including sales tax.

24 (E) The applicable sales tax, if any . . .

25 . . . .

26 (c) Separate billing in an invoice for items generically noted as shop supplies,  
27 miscellaneous parts, or the like, is prohibited.

28

1 12. Regulation 3358 states:

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

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

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

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

10 **COST RECOVERY**

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

15 **CONSUMER COMPLAINT (J.J.): 2007 Honda Accord**

16 14. On November 8, 2011, the Bureau received a consumer complaint from J.J.  
17 alleging that Respondent failed to properly repair her 2007 Honda Accord in that the vehicle  
18 shook when driving over 40 miles per hour. The Bureau's re-inspection of J.J.'s vehicle, in  
19 reference to Mercury Insurance Company's estimate of record<sup>1</sup>, found Respondent failed to  
20 replace and/or repair the following work as per the estimate of record:

|    |  |
|----|--|
| 21 | Remove/Replace Front Bumper Cover-\$227.00             |
| 22 | Remove /Replace Sub-Frame-\$788.03                     |
| 23 | Right Front Suspension Steering Knuckle-\$369.30       |
| 24 | Right Front Lower Control Arm Assembly-\$175.65        |
| 25 | Total Parts: \$1559.98                                 |
| 26 | Tax on Parts: \$136.50                                 |
| 27 | Total Mechanical Labor Hours: 10.6 x \$85.00= \$901.00 |
| 28 | Total Body Labor Hours: 2.3 x \$42.00= \$96.60         |

27 \_\_\_\_\_  
28 <sup>1</sup> Mercury Insurance estimate #110024006132-7600101.

1 **Grand Total: \$2694.08.**

2 When interviewed by Bureau investigators, Patrick David Lewis ("Lewis"), President of  
3 Respondent company, initially told the investigators that new aftermarket parts were utilized in  
4 the repair of the vehicle. Lewis subsequently supplied the Bureau with false and misleading  
5 documents showing that original equipment manufacturer parts (OEM<sup>2</sup>) parts were purchased  
6 and used, when in fact, the parts were not purchased new, and were not installed.

7 **FIRST CAUSE FOR DISCIPLINE**

8 **(Untrue or Misleading Statements)**

9 15. Respondent's registration is subject to disciplinary action pursuant to Code section  
10 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which it knew, or  
11 in the exercise of reasonable care should have known to be untrue or misleading, as follows:

12 a. On or about September 14, 2011, Respondent represented to J.J. that it  
13 would remove and replace the front bumper cover with an aftermarket part. In fact, the front  
14 bumper cover was not replaced but was instead repaired with scratches still visible after the part  
15 was painted. Photographs taken of the vehicle show the same crack on the lower part of the  
16 bumper cover prior to the repairs being performed by Respondent.

17 b. On or about September 14, 2011, Respondent represented to J.J. that it  
18 would remove and replace the sub-frame with a new OEM part. In fact, the sub-frame was not  
19 replaced in that the sub-frame mounting bolts had not been disturbed and showed no signs of  
20 removal.

21 c. On or about September 14, 2011, Respondent represented to J.J. that it  
22 would replace the right front suspension steering knuckle with a new OEM part. In fact,  
23 Respondent failed to replace the right front suspension steering knuckle as evidenced by the fact  
24 that the bolts for the brake hose were not disturbed, and grease and road grime was consistent  
25 with other surrounding areas of the vehicle. Further, the upper mounting of the right front

26 <sup>2</sup> Original Equipment Manufacturer (OEM) crash part means "a crash part made for or by  
27 the original vehicle manufacturer, who manufactured, fabricated, or supplied a vehicle or  
28 component part". Non-original manufacturer (Non-OEM or aftermarket) crash part means "an  
aftermarket crash part not made for or by the manufacturer of the motor vehicle".

1 suspension steering knuckle is undisturbed and looks identical to the upper mounting of the left  
2 side knuckle.

3 d. On or about September 14, 2011, Respondent represented to J.J. that it would  
4 replace the right lower front suspension control arm with a new OEM part. In fact, Respondent  
5 failed to replace the right lower front suspension control arm with a new OEM part. The  
6 appearance of the right side lower control arm is not consistent with that of a new recently  
7 replaced part. The marks on the attaching bolt heads prove they were moved with a wrench.  
8 There are also marks of dragging the mounting bushings into place on the front attachment  
9 points. The vehicle manufacturer states that the mounting hardware for the lower control arm is  
10 one time use and must be replaced with new hardware which was not replaced in the subject  
11 vehicle.

12 e. On or about September 22, 2011, by cashing Mercury's check no.  
13 462757514, Respondent represented to that insurer that it had replaced the front bumper cover  
14 of J.J.'s vehicle with a new aftermarket part, when, in fact, Respondent had not.

15 f. On or about September 22, 2011, by cashing Mercury's check no.  
16 462757514, Respondent represented to that insurer that it had removed and replaced the sub-  
17 frame of J.J.'s vehicle with a new OEM part, when, in fact, Respondent had not.

18 g. On or about September 22, 2011, by cashing Mercury's check no.  
19 462757514, Respondent represented to that insurer that it had replaced the right front suspension  
20 knuckle of J.J.'s vehicle with a new OEM part, when, in fact, Respondent had not.

21 h. On or about September 22, 2011, by cashing Mercury's check no.  
22 462757514, Respondent represented to that insurer that it had replaced the right lower front  
23 suspension control arm of J.J.'s vehicle with a new OEM part when, in fact, Respondent had not.

24 **SECOND CAUSE FOR DISCIPLINE**

25 **(Fraud)**

26 16. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
27 subdivision (a)(4), in that Respondent committed acts constituting fraud, as follows:  
28

1 a. Respondent obtained payment from Mercury to replace the front bumper  
2 cover on J.J.'s vehicle. In fact, Respondent did not replace that part on the vehicle.

3 b. Respondent obtained payment from Mercury for replacement of the sub-  
4 frame on J.J.'s vehicle. In fact, Respondent did not replace that part on the vehicle.

5 c. Respondent obtained payment from Mercury for replacement of the right  
6 front suspension steering knuckle on J.J.'s vehicle. In fact, Respondent did not replace that part  
7 on the vehicle.

8 d. Respondent obtained payment from Mercury for replacement of the right  
9 lower front suspension control arm on J.J.'s vehicle. In fact, Respondent did not replace that part  
10 on the vehicle.

### 11 **THIRD CAUSE FOR DISCIPLINE**

#### 12 **(Violations of the Code)**

13 17. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
14 subdivision (a)(6), in that Respondent failed to comply with provisions of that Code in the  
15 following material respects:

16 a. **Section 9884.8:** Respondent failed to record on an invoice and describe  
17 all service work done and parts supplied in its repair of J.J.'s vehicle.

18 b. **Section 9884.9, subdivision (a):** Respondent changed the method of  
19 repair of J.J.'s vehicle without the authorization of the customer.

20 c. **Section 9884.9, subdivision (c):** Respondent failed to provide J.J. with an  
21 itemized written estimate for all parts and labor for the auto body repairs on her vehicle.

22 d. **Section 9884.11:** Respondent failed to maintain legible copies of all  
23 records pertaining to the repair of J.J.'s vehicle for a period of three years.

### 24 **FOURTH CAUSE FOR DISCIPLINE**

#### 25 **(Violations of Regulations)**

26 18. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
27 subdivision (a)(6), in that Respondent failed to comply with the following provisions of the  
28 Regulations in a material respect:

1 a. **Section 3353, subdivision (b)**: Respondent failed to provide J.J. a written  
2 estimated price for parts and labor for the auto body repair of her vehicle.

3 b. **Section 3353, subdivision (e)**: Respondent changed the method of repair  
4 without providing notification to customer J.J.

5 c. **Section 3356, subdivision (a)(1)**: Respondent failed to show its dealer  
6 registration number on its invoice.

7 d. **Section 3356, subdivision (a)(2)(B)**: Respondent failed to state on its  
8 invoice whether the parts used on J.J.'s vehicle were new, used, reconditioned or rebuilt.

9 e. **Section 3356, subdivision (c)**: Respondent impermissably billed  
10 separately for items generically noted as shop supplies, miscellaneous parts, or the like.

11 f. **Section 3358**: Respondent failed to maintain legible copies of all records  
12 pertaining to the repair of J.J.'s vehicle for a period of three years.

13 **CONSUMER COMPLAINT (A.A.): 2003 MERCEDES BENZ C230**

14 19. On or about December 9, 2011, the Bureau received a consumer complaint from  
15 A.A., alleging that on or about September 12, 2011, A.A. had taken her car to Respondent shop  
16 for collision repairs which were not completed when the vehicle was returned to A.A. While at  
17 the shop, A.A. spoke to an employee, Lowell Roberts ("Roberts"). Roberts gave A.A. a blank  
18 work order to fill out with her personal information. A.A. signed the document and did not  
19 receive a copy. A.A. provided Roberts with insurance estimate #11-3933962-02 that was  
20 generated on or about August 8, 2011, for \$4815.41, by Progressive Choice Insurance. Roberts  
21 stated to A.A. that he would perform the work as listed on the Progressive Choice Insurance  
22 estimate #11-3933962-02. On or about September 29, 2011, A.A. picked up the vehicle and  
23 noticed that the trunk did not close completely and it was obvious that work on the vehicle was  
24 not completed. A.A. left the vehicle with Respondent shop. On or about October 25, 2011, A.A.  
25 received a telephone call from Lewis indicating that the repairs on her vehicle were complete and  
26 that the car was ready for pick up. When A.A. arrived to pick up the vehicle, the vehicle did not  
27 have any additional work performed and appeared to have the same quality of work as  
28 previously performed.

1 The Bureau's re-inspection of A.A.'s vehicle, in reference to Progressive Choice  
2 Insurance, estimate #11-3933962-02, found Respondent failed to replace and/or repair the  
3 following work as per the estimate of record:

4 Left Quarter Lamp Mount Panel-\$37.00

5 Rear Body Panel-\$320.00

6 Rear Body Lock Panel-\$52.00

7 Total Parts: \$409.00

8 Tax on Parts: \$35.79

9 Total Body Labor Hours:\$405.90

10 **Grand Total: \$850.69**

11  
12 **FIFTH CAUSE FOR DISCIPLINE**

13 **(Untrue or Misleading Statements)**

14 20. Respondent's registration is subject to disciplinary action pursuant to Code  
15 section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which it  
16 knew, or in the exercise of reasonable care should have known to be untrue or misleading, as  
17 follows:

18 a. On or about September 12, 2011, Respondent represented to A.A. that it  
19 would replace the left quarter lamp mount panel on A.A.'s vehicle with a new OEM part. In  
20 fact, Respondent did not replace that part on the vehicle but instead repaired the part.

21 b. On or about September 12, 2011, Respondent respresented to A.A. that it  
22 would replace the rear body panel on A.A.'s vehicle with a new OEM part. In fact, Respondent  
23 did not replace that part on the vehicle and it remains damaged.

24 c. On or about September 12, 2011, Respondent represented to A.A. that it  
25 would replace the rear body lock panel on A.A.'s vehicle with a new OEM part. In fact,  
26 Respondent did not replace that part on the vehicle.

1 d. On or about September 26, 2011, by receiving payment on Progressive  
2 Choice Insurance estimate #11-3933962-02, Respondent represented to that insurer that it had  
3 replaced the left quarter lamp mount panel on A.A.'s vehicle with a new OEM part, when, in  
4 fact, Respondent had not.

5 e. On or about September 26, 2011, by receiving payment on Progressive  
6 Choice Insurance estimate #11-3933962-02, Respondent represented to that insurer that it had  
7 replaced the rear body panel on A.A.'s vehicle with a new OEM part, when, in fact, Respondent  
8 had not.

9 f. On or about September 26, 2011, by receiving payment on Progressive  
10 Choice Insurance estimate #11-3933962-02, Respondent represented to that insurer that it had  
11 replaced the rear body lock panel on A.A.'s vehicle with a new OEM part when, in fact,  
12 Respondent had not.

13 **SIXTH CAUSE FOR DISCIPLINE**

14 **(Fraud)**

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

17 g. Respondent obtained payment from Progressive for replacement of the left  
18 quarter lamp mount panel on A.A.'s vehicle with a new OEM part. In fact, Respondent did not  
19 replace that part on the vehicle but instead repaired the part.

20 h. Respondent obtained payment from Progressive for replacement of the  
21 rear body panel on A.A.'s vehicle with a new OEM part. In fact, Respondent did not replace  
22 that part on the vehicle and it remains damaged.

23 i. Respondent obtained payment from Progressive for replacement of the  
24 rear body lock panel on A.A.'s vehicle with a new OEM part. In fact, Respondent did not  
25 replace that part on the vehicle.

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1 **SEVENTH CAUSE FOR DISCIPLINE**

2 **(Violations of the Code)**

3 22. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
4 subdivision (a)(6), in that Respondent failed to comply with provisions of that Code in the  
5 following material respects:

6 a. **Section 9884.8:** Respondent failed to record on an invoice and describe  
7 all service work done and parts supplied in its repair of A.A.'s vehicle.

8 b. **Section 9884.9, subdivision (c):** Respondent failed to provide A.A. with  
9 an itemized written estimate for all parts and labor for the auto body repairs on her vehicle.

10 c. **Section 9884.11:** Respondent failed to maintain legible copies of all  
11 records pertaining to the repair of A.A.'s vehicle for a period of three years.

12 **EIGHTH CAUSE FOR DISCIPLINE**

13 **(Violations of Regulations)**

14 23. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
15 subdivision (a)(6), in that Respondent failed to comply with the following provisions of the  
16 Regulations in a material respect:

17 a. **Section 3353, subdivision (b):** Respondent failed to provide A.A. a  
18 written estimated price for parts and labor for the auto body repair of her vehicle.

19 b. **Section 3353, subdivision (e):** Respondent changed the method of repair  
20 without providing notification to customer A.A.

21 c. **Section 3356, subdivision (a)(1):** Respondent failed to show its dealer  
22 registration number on its invoice.

23 d. **Section 3358:** Respondent failed to maintain legible copies of all records  
24 pertaining to the repair of A.A.'s vehicle for a period of three years.

25 **NINTH CAUSE FOR DISCIPLINE**

26 **(Departure from Trade Standards)**

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

1 standards for good and workmanlike repair without the consent of the owner or the owner's duly  
2 authorized representative in a material respect, as follows: Respondent failed to attach the  
3 luggage lid ornament properly in that it does not sit flush on the luggage lid panel; the C230  
4 nameplate was installed on the passenger side of the vehicle when it should have been installed  
5 on the driver's side of luggage lid; the Kompressor nameplate was installed on the driver's side  
6 and should have been installed on the passenger side and was falling off when inspected; the rear  
7 lift gate does not align with the rear body panel and the paint has pits and sanding scratches  
8 visible.

9 **OTHER MATTERS**

10 25. Under Code section 9884.7, subdivision (c), the director may invalidate temporarily  
11 or permanently or refuse to validate, the registrations for all places of business operated in this  
12 state by Straight Line Management, Inc. doing business as Citywide Auto Body Shop, upon a  
13 finding that it has, or is, engaged in a course of repeated and willful violations of the laws and  
14 regulations pertaining to an automotive repair dealer.

15 **PRAYER**

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

18 1. Revoking, suspending, or placing on probation Automotive Repair Dealer  
19 Registration Number ARD 262928, issued to Straight Line Management, Inc. doing business as  
20 Citywide Auto Body Shop;

21 2. Revoking, suspending, or placing on probation any other automotive repair dealer  
22 registration issued to Straight Line Management, Inc. doing business as Citywide Auto Body  
23 Shop;

24 3. Ordering Straight Line Management, Inc. doing business as Citywide Auto Body  
25 Shop, to pay the Bureau of Automotive Repair the reasonable costs of the investigation and  
26 enforcement of this case, pursuant to Business and Professions Code section 125.3; and,

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

DATED: September 4, 2013 Patrick Dorais

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

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