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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. 7713-5

13 **DC'S RV CENTER**
14 **DONALD WAYNE COLLINS, OWNER**
15 **3775 Buck Owens Blvd.**
16 **Bakersfield, CA 93308**

ACCUSATION

17 **Automotive Repair Dealer Reg. No. ARD 263370**

18 Respondent.

19 Complainant alleges:

20 **PARTIES**

21 1. John Wallauch ("Complainant") brings this Accusation solely in his official capacity
22 as the Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.

23 2. On or about September 28, 2010, the Director of Consumer Affairs ("Director")
24 issued Automotive Repair Dealer Registration Number ARD 263370 to Donald Wayne Collins
25 ("Respondent"), owner of DC's RV Center. Respondent's automotive repair dealer registration
26 was in full force and effect at all times relevant to the charges brought herein and will expire on
27 September 30, 2012, unless renewed.

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1 **JURISDICTION**

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

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

8 **STATUTORY AND REGULATORY PROVISIONS**

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

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

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

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

22 (4) Any other conduct that constitutes fraud.

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

26 6. Code section 9884.7, subdivision (c), states, in pertinent part, that the Director may
27 suspend, revoke, or place on probation the registration for all places of business operated in this
28 state by an automotive repair dealer upon a finding that the automotive repair dealer has, or is,
engaged in a course of repeated and willful violations of the laws and regulations pertaining to an
automotive repair dealer.

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1 7. Code section 22, subdivision (a), states:

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

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

7 9. California Code of Regulations, title 16, section ("Regulation") 3353 states, in
8 pertinent part:

9 No work for compensation shall be commenced and no charges shall
10 accrue without specific authorization from the customer in accordance with the
following requirements:

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12 (e) Revising an Itemized Work Order. If the customer has authorized
13 repairs according to a work order on which parts and labor are itemized, the dealer
14 shall not change the method of repair or parts supplied without the written, oral, or
15 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.

16 10. Regulation 3356 states, in pertinent part:

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

19 (1) The invoice shall show the automotive repair dealer's registration
20 number . . .

21 **COST RECOVERY**

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

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1 **FRAUDULENT CLAIM REFERRAL:**

2 **2008 FLEETWOOD BOUNDER MOTOR HOME**

3 12. On or about December 24, 2010, Don Brady ("Brady") took his 2008 Fleetwood
4 Bounder motor home to a gas station to fill up the fuel tank. While Brady was pulling away from
5 the fuel pump, he accidentally struck a cement pole, damaging the left rear body and rear cap of
6 the motor home. Later, Brady secured the damaged rear cap piece to the motor home with
7 adhesive tape.

8 13. On or about December 28, 2010, Brady made a claim for the damage with his
9 insurance provider, Progressive Insurance ("Progressive").

10 14. On or about December 31, 2010, Progressive inspected and photographed the motor
11 home.

12 15. On or about January 3, 2011, Brady took the motor home to Respondent's facility and
13 signed a written estimate, authorizing the facility to repair the motor home, including replacing
14 the rear cap. Brady was not given a copy of the estimate. The damaged rear cap piece was still
15 taped to the motor home.

16 16. Approximately one month later, Brady returned to the facility to pick up the motor
17 home because he was leaving for a planned trip. Brady told the facility that he would bring it
18 back later. The facility informed Brady that the new rear cap was still on order. Before leaving
19 the facility, Brady noticed that the damaged section of the rear cap was missing.

20 17. On or about April 4, 2011, Brady returned the motor home to the facility.

21 18. On or about April 29, 2011, Brady went to the facility to retrieve the motor home
22 after the repairs were completed, and noticed that the original decal was still attached to the rear
23 cap. Brady discussed the repairs with Respondent. Respondent admitted to Brady that the rear
24 cap had not been replaced, but had been repaired instead. Respondent then offered to waive the
25 insurance deductible, which Brady accepted.

26 19. On or about July 22, 2011, the Bureau received a Suspected Fraudulent Claim
27 Referral Form from Darren Biesel ("Biesel") of Progressive, alleging that the motor home had not
28 been repaired as invoiced.

1 20. On or about August 22, 2011, a representative of the Bureau contacted Biesel, who
2 related the following: On or about May 19, 2011, Progressive conducted a post repair inspection
3 of the motor home and found that the rear cap had been repaired instead of replaced. Respondent
4 initially told Biesel that he could not repair the rear cap because the damaged rear cap section was
5 missing and had to replace the part. Later, Respondent told Biesel that an expert "body man" was
6 able to make a mold of the damaged area and that the rear cap had been repaired. Biesel
7 informed Respondent that Progressive had paid his facility \$7,747.39 to replace the rear cap and
8 requested reimbursement of \$3,436.30 (the cost difference between the repair and the
9 replacement). Respondent told Biesel that he would prepare a new estimate and issue Progressive
10 a refund. Respondent never reimbursed Progressive the \$3,436.30.

11 21. On or about August 26, 2011, and September 6, 2011, Progressive provided the
12 Bureau with their repair file on the motor home, including copies of the check and an itemized
13 estimate, Supplement 1, dated January 20, 2011, in the net amount of \$7,747.39, which had been
14 prepared by Progressive ("insurance estimate").

15 22. On or about September 14, 2011, the Bureau inspected the motor home using the
16 insurance estimate for comparison and found that Respondent's facility had failed to repair it as
17 estimated. The total value of the repairs the facility failed to perform as estimated is
18 approximately \$7,710.65.

19 23. On or about October 3, 2011, the Bureau obtained copies of Respondent's repair
20 records on the motor home, including an invoice and the written estimate identified in paragraph
21 15 above.

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1 **FIRST CAUSE FOR DISCIPLINE**

2 **(Untrue or Misleading Statements)**

3 24. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.
4 Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which
5 he knew, or in the exercise of reasonable care should have known to be untrue or misleading, as
6 follows:

7 a. Respondent represented on the invoice that the license plate, with lamps, on Brady's
8 2008 Fleetwood Bounder motor home had been removed and reinstalled. In fact, that part had
9 not been removed and reinstalled on the motor home.

10 b. Respondent represented on the invoice that the tail lamps on Brady's 2008 Fleetwood
11 Bounder motor home had been removed and reinstalled. In fact, those parts had not been
12 removed and reinstalled on the motor home.

13 c. Respondent represented on the invoice that the two bolts for the trailer hitch on
14 Brady's 2008 Fleetwood Bounder motor home had been removed and reinstalled. In fact, the
15 bolts had not been removed and reinstalled on the motor home.

16 d. Respondent represented on the invoice that the rear cap molding on Brady's 2008
17 Fleetwood Bounder motor home had been removed and reinstalled. In fact, that part had not been
18 removed and reinstalled on the motor home.

19 e. Respondent represented on the invoice that the left rear compartment door lock on
20 Brady's 2008 Fleetwood Bounder motor home had been removed and reinstalled. In fact, that
21 part had not been removed and reinstalled on the motor home.

22 f. Respondent represented on the invoice that the 6 rear cap clearance lamps on Brady's
23 2008 Fleetwood Bounder motor home had been removed and reinstalled. In fact, those parts had
24 not been removed and reinstalled on the motor home.

25 g. Respondent represented on the invoice that the back up camera on Brady's 2008
26 Fleetwood Bounder motor home had been removed and reinstalled. In fact, that part had not been
27 removed and reinstalled on the motor home.

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1 h. Respondent represented on the invoice that the ladder on Brady's 2008 Fleetwood
2 Bounder motor home had been removed and reinstalled. In fact, that part had not been removed
3 and reinstalled on the motor home.

4 i. Respondent represented on the invoice that the left rear compartment door on Brady's
5 2008 Fleetwood Bounder motor home had been replaced. In fact, that part had not been replaced
6 on the motor home, but was repaired instead.

7 j. Respondent represented on the invoice that the left rear compartment door strut on
8 Brady's 2008 Fleetwood Bounder motor home had been replaced. In fact, that part had not been
9 replaced on the motor home.

10 k. Respondent represented on the invoice that the rear cap on Brady's 2008 Fleetwood
11 Bounder motor home had been replaced. In fact, that part had not been replaced on the motor
12 home, but was repaired instead.

13 l. Respondent represented on the invoice that the rear cap decal on Brady's 2008
14 Fleetwood Bounder motor home had been replaced. In fact, the rear cap decal had not been
15 replaced on the motor home.

16 m. Respondent represented to Biesel that the damaged rear cap section on Brady's 2008
17 Fleetwood Bounder motor home was missing when, in fact, Respondent used the damaged piece
18 or section in the repair of the rear cap.

19 **SECOND CAUSE FOR DISCIPLINE**

20 **(Failure to Provide Customer with Copy of Signed Document)**

21 25. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
22 subdivision (a)(3), in that Respondent or his employees failed to provide Brady with a copy of the
23 written estimate, as set forth in paragraph 15 above.

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1 **THIRD CAUSE FOR DISCIPLINE**

2 **(Fraud)**

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

5 a. Respondent obtained payment from Progressive for removing and reinstalling the
6 license plate, with lamps, on Brady's 2008 Fleetwood Bounder motor home. In fact, that part had
7 not been removed and reinstalled on the motor home.

8 b. Respondent obtained payment from Progressive for removing and reinstalling the tail
9 lamps on Brady's 2008 Fleetwood Bounder motor home. In fact, those parts had not been
10 removed and reinstalled on the motor home.

11 c. Respondent obtained payment from Progressive for removing and reinstalling the two
12 bolts for the trailer hitch on Brady's 2008 Fleetwood Bounder motor home. In fact, the bolts had
13 not been removed and reinstalled on the motor home.

14 d. Respondent obtained payment from Progressive for removing and reinstalling the rear
15 cap molding on Brady's 2008 Fleetwood Bounder motor home. In fact, that part had not been
16 removed and reinstalled on the motor home.

17 e. Respondent obtained payment from Progressive for removing and reinstalling the left
18 rear compartment door lock on Brady's 2008 Fleetwood Bounder motor home. In fact, that part
19 had not been removed and reinstalled on the motor home.

20 f. Respondent obtained payment from Progressive for removing and reinstalling the 6
21 rear cap clearance lamps on Brady's 2008 Fleetwood Bounder motor home. In fact, those parts
22 had not been removed and reinstalled on the motor home.

23 g. Respondent obtained payment from Progressive for removing and reinstalling the
24 back up camera on Brady's 2008 Fleetwood Bounder motor home. In fact, that part had not been
25 removed and reinstalled on the motor home.

26 h. Respondent obtained payment from Progressive for removing and reinstalling the
27 ladder on Brady's 2008 Fleetwood Bounder motor home. In fact, that part had not been removed
28 and reinstalled on the motor home.

1 i. Respondent obtained payment from Progressive for replacing the left rear
2 compartment door on Brady's 2008 Fleetwood Bounder motor home. In fact, that part had not
3 been replaced on the motor home, but was repaired instead.

4 j. Respondent obtained payment from Progressive for replacing the left rear
5 compartment door strut on Brady's 2008 Fleetwood Bounder motor home. In fact, that part had
6 not been replaced on the motor home.

7 k. Respondent obtained payment from Progressive for replacing the rear cap on Brady's
8 2008 Fleetwood Bounder motor home. In fact, that part had not been replaced on the motor
9 home, but was repaired instead.

10 l. Respondent obtained payment from Progressive for replacing the rear cap decal on
11 Brady's 2008 Fleetwood Bounder motor home. In fact, the rear cap decal had not been replaced
12 on the motor home.

13 **FOURTH CAUSE FOR DISCIPLINE**

14 **(Violations of Regulations)**

15 27. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
16 subdivision (a)(6), in that Respondent failed to comply with provisions of California Code of
17 Regulations, title 16, the following material respects:

18 a. **3353, subdivision (e)**: Respondent changed the method of repair on Brady's 2008
19 Fleetwood Bounder motor home without Brady's authorization in that Respondent repaired the
20 rear cap instead of replacing it as set forth on the written estimate, described in paragraph 18
21 above.

22 b. **3356, subdivision (1)**: Respondent failed to show his automotive repair dealer
23 registration number on the invoice.

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1 he knew, or in the exercise of reasonable care should have known to be untrue or misleading, as
2 follows: Respondent represented on the written estimate and invoice that the Luan wood panels
3 or sheets on Morris' 1995 Dutchman Signature 5th wheel/trailer were replaced. In fact, the Luan
4 wood panels were not replaced on the trailer as invoiced.

5 **SIXTH CAUSE FOR DISCIPLINE**

6 **(Fraud)**

7 36. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
8 subdivision (a)(4), in that Respondent committed an act constituting fraud, as follows:

9 Respondent obtained payment from Personal Express and Morris for replacing the Luan wood
10 panels or sheets on Morris' 1995 Dutchman Signature 5th wheel/trailer. In fact, the Luan wood
11 panels were not replaced on the trailer as invoiced.

12 **OTHER MATTERS**

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

18 **PRAYER**

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

21 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
22 263370, issued to Donald Wayne Collins, owner of DC's RV Center;

23 2. Revoking or suspending any other automotive repair dealer registration issued to
24 Donald Wayne Collins;

25 3. Ordering Donald Wayne Collins, owner of DC's RV Center, to pay the Director of
26 Consumer Affairs the reasonable costs of the investigation and enforcement of this case, pursuant
27 to Business and Professions Code section 125.3;

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

DATED: 8/10/12

John Wallauch
JOHN WALLAUCH
Chief
Bureau of Automotive Repair
Department of Consumer Affairs
State of California
DOUGIE BALATT
Complainant

LA2012507071