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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. 77/13-5

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

OAH No. 2013010777

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

**FIRST AMENDED ACCUSATION**

16 Respondent.  
17

18 Complainant alleges:

19 **PARTIES**

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

22 2. On or about September 28, 2010, the Director of Consumer Affairs ("Director")  
23 issued Automotive Repair Dealer Registration Number ARD 263370 to Donald Wayne Collins  
24 ("Respondent"), owner of DC's RV Center. Respondent's automotive repair dealer registration  
25 was in full force and effect at all times relevant to the charges brought herein and will expire on  
26 September 30, 2014, 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.

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

16 . . . .

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

18 (4) Any other conduct that constitutes fraud.

19 . . . .

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

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

11 . . . .

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, consumer Don B. took his 2008 Fleetwood Bounder  
4 motor home to a gas station to fill up the fuel tank. While Don B. was pulling away from the fuel  
5 pump, he accidentally struck a cement pole, damaging the left rear body and rear cap of the motor  
6 home. Later, Don B. secured the damaged rear cap piece to the motor home with adhesive tape.

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

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

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

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

19 17. On or about April 4, 2011, Don B. returned the motor home to the facility.

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

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

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1 a. Respondent represented on the invoice that the license plate, with lamps, on Don B.'s  
2 2008 Fleetwood Bounder motor home had been removed and reinstalled. In fact, that part had  
3 not been removed and reinstalled on the motor home.

4 b. Respondent represented on the invoice that the tail lamps on Don B.'s 2008  
5 Fleetwood Bounder motor home had been removed and reinstalled. In fact, those parts had not  
6 been removed and reinstalled on the motor home.

7 c. Respondent represented on the invoice that the two bolts for the trailer hitch on Don  
8 B.'s 2008 Fleetwood Bounder motor home had been removed and reinstalled. In fact, the bolts  
9 had not been removed and reinstalled on the motor home.

10 d. Respondent represented on the invoice that the rear cap molding on Don B.'s 2008  
11 Fleetwood Bounder motor home had been removed and reinstalled. In fact, that part had not been  
12 removed and reinstalled on the motor home.

13 e. Respondent represented on the invoice that the left rear compartment door lock on  
14 Don B.'s 2008 Fleetwood Bounder motor home had been removed and reinstalled. In fact, that  
15 part had not been removed and reinstalled on the motor home.

16 f. Respondent represented on the invoice that the 6 rear cap clearance lamps on Don  
17 B.'s 2008 Fleetwood Bounder motor home had been removed and reinstalled. In fact, those parts  
18 had not been removed and reinstalled on the motor home.

19 g. Respondent represented on the invoice that the back up camera on Don B.'s 2008  
20 Fleetwood Bounder motor home had been removed and reinstalled. In fact, that part had not been  
21 removed and reinstalled on the motor home.

22 h. Respondent represented on the invoice that the ladder on Don B.'s 2008 Fleetwood  
23 Bounder motor home had been removed and reinstalled. In fact, that part had not been removed  
24 and reinstalled on the motor home.

25 i. Respondent represented on the invoice that the left rear compartment door on Don  
26 B.'s 2008 Fleetwood Bounder motor home had been replaced. In fact, that part had not been  
27 replaced on the motor home, but was repaired instead.

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1 j. Respondent represented on the invoice that the left rear compartment door strut on  
2 Don B.'s 2008 Fleetwood Bounder motor home had been replaced. In fact, that part had not been  
3 replaced on the motor home.

4 k. Respondent represented on the invoice that the rear cap on Don B.'s 2008 Fleetwood  
5 Bounder motor home had been replaced. In fact, that part had not been replaced on the motor  
6 home, but was repaired instead.

7 l. Respondent represented on the invoice that the rear cap decal on Don B.'s 2008  
8 Fleetwood Bounder motor home had been replaced. In fact, the rear cap decal had not been  
9 replaced on the motor home.

10 m. Respondent represented to Biesel that the damaged rear cap section on Don B.'s 2008  
11 Fleetwood Bounder motor home was missing when, in fact, Respondent used the damaged piece  
12 or section in the repair of the rear cap.

13 **SECOND CAUSE FOR DISCIPLINE**

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

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

18 **THIRD CAUSE FOR DISCIPLINE**

19 **(Fraud)**

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

22 a. Respondent obtained payment from Progressive for removing and reinstalling the  
23 license plate, with lamps, on Don B.'s 2008 Fleetwood Bounder motor home. In fact, that part  
24 had not been removed and reinstalled on the motor home.

25 b. Respondent obtained payment from Progressive for removing and reinstalling the tail  
26 lamps on Don B.'s 2008 Fleetwood Bounder motor home. In fact, those parts had not been  
27 removed and reinstalled on the motor home.

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1 c. Respondent obtained payment from Progressive for removing and reinstalling the two  
2 bolts for the trailer hitch on Don B.'s 2008 Fleetwood Bounder motor home. In fact, the bolts had  
3 not been removed and reinstalled on the motor home.

4 d. Respondent obtained payment from Progressive for removing and reinstalling the rear  
5 cap molding on Don B.'s 2008 Fleetwood Bounder motor home. In fact, that part had not been  
6 removed and reinstalled on the motor home.

7 e. Respondent obtained payment from Progressive for removing and reinstalling the left  
8 rear compartment door lock on Don B.'s 2008 Fleetwood Bounder motor home. In fact, that part  
9 had not been removed and reinstalled on the motor home.

10 f. Respondent obtained payment from Progressive for removing and reinstalling the 6  
11 rear cap clearance lamps on Don B.'s 2008 Fleetwood Bounder motor home. In fact, those parts  
12 had not been removed and reinstalled on the motor home.

13 g. Respondent obtained payment from Progressive for removing and reinstalling the  
14 back up camera on Don B.'s 2008 Fleetwood Bounder motor home. In fact, that part had not been  
15 removed and reinstalled on the motor home.

16 h. Respondent obtained payment from Progressive for removing and reinstalling the  
17 ladder on Don B.'s 2008 Fleetwood Bounder motor home. In fact, that part had not been removed  
18 and reinstalled on the motor home.

19 i. Respondent obtained payment from Progressive for replacing the left rear  
20 compartment door on Don B.'s 2008 Fleetwood Bounder motor home. In fact, that part had not  
21 been replaced on the motor home, but was repaired instead.

22 j. Respondent obtained payment from Progressive for replacing the left rear  
23 compartment door strut on Don B.'s 2008 Fleetwood Bounder motor home. In fact, that part had  
24 not been replaced on the motor home.

25 k. Respondent obtained payment from Progressive for replacing the rear cap on Don B.'s  
26 2008 Fleetwood Bounder motor home. In fact, that part had not been replaced on the motor  
27 home, but was repaired instead.

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1 32. On or about October 4, 2011, Florin M. returned to the facility to retrieve the trailer  
2 after the consignment period had expired. Florin M. paid the facility a \$250 insurance deductible  
3 and received a copy of Invoice No. 21687, totaling \$6,556.03.

4 33. On or about October 18, 2011, Florin M. sold the trailer to Frederick Noel ("Noel").

5 34. On or about February 8, 2012, a representative of the Bureau went to Stier's RV  
6 Center ("Stier's") to inspect the trailer. The representative had Stier's remove a skylight (as  
7 authorized by Noel) in order to gain access to the roof area. The representative inspected the roof  
8 area around the skylight opening and found that there were no Luan wood panels or sheets  
9 installed between the roof structure and the rubber roof cap. The total estimated value of the  
10 repair that Respondent failed to perform on the trailer is approximately \$1,012.24.

11 **FIFTH CAUSE FOR DISCIPLINE**

12 **(Untrue or Misleading Statements)**

13 35. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.  
14 Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which  
15 he knew, or in the exercise of reasonable care should have known to be untrue or misleading, as  
16 follows: Respondent represented on the written estimate and invoice that the Luan wood panels  
17 or sheets on Florin M.'s 1995 Dutchman Signature 5<sup>th</sup> wheel/trailer were replaced. In fact, the  
18 Luan wood panels were not replaced on the trailer as invoiced.

19 **SIXTH CAUSE FOR DISCIPLINE**

20 **(Fraud)**

21 36. Respondent is subject to disciplinary action pursuant to Code section 9884.7,  
22 subdivision (a)(4), in that Respondent committed an act constituting fraud, as follows:  
23 Respondent obtained payment from Personal Express and Florin M. for replacing the Luan wood  
24 panels or sheets on Florin M.'s 1995 Dutchman Signature 5<sup>th</sup> wheel/trailer. In fact, the Luan  
25 wood panels were not replaced on the trailer as invoiced.

26 **VEHICLE INSPECTION: 2009 ECLIPSE ATTITUDE TRAILER/COACH**

27 37. On or about April 25, 2013, a Bureau program representative inspected a 2009  
28 Eclipse Attitude Trailer/Coach owned by consumer Sam B. Consumer Sam B. had taken the RV

1 to Respondent's facility for repairs on or about July 3, 2012. No additional repairs had been  
2 performed on the RV after it was repaired by Respondent. The Bureau program representative  
3 inspected the vehicle using Respondent's invoice/RO #26031 and estimate/invoice #010609 for  
4 reference. Among other things, the invoices listed the installation of seven (7) Luan panels, and  
5 indicated that the total cost for parts, including sales tax, and the labor associated with their  
6 installation was \$885.09. Per his interview with Sam B. and his review of pertinent insurance  
7 records, the Bureau program representative confirmed that Respondent had been paid in full for  
8 all of the parts and labor contained on the invoices.

9 38. Based on his inspection of the 2009 Eclipse Attitude Trailer/Coach, the Bureau  
10 program representative was able to confirm that Respondent had not installed any of the seven (7)  
11 Luan panels identified in the invoices but had instead simply charged Sam B. and his insurer for  
12 parts and labor that were never provided or performed. Accordingly, the Bureau program  
13 representative was able to confirm that Respondent had obtained payment for more than \$850.00  
14 in fraudulent charges for parts and labor that were not provided to the consumer.

15 **SEVENTH CAUSE FOR DISCIPLINE**

16 **(Untrue or Misleading Statements)**

17 39. Respondent's registration is subject to disciplinary action pursuant to Bus. & Prof.  
18 Code section 9884.7, subdivision (a)(1), in that Respondent made or authorized statements which  
19 he knew, or in the exercise of reasonable care should have known to be untrue or misleading, as  
20 follows: Respondent represented on the written estimate and invoices that seven (7) Luan panels  
21 had been installed on Sam B.'s 2009 Eclipse Attitude Trailer/Coach. In fact, said parts were not  
22 installed on the RV as invoiced by Respondent. Complainant refers to, and by this reference  
23 incorporates, the allegations set forth above in paragraphs 37 and 38, inclusive, as though set  
24 forth fully herein.

25 **EIGHTH CAUSE FOR DISCIPLINE**

26 **(Fraud)**

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

1 Respondent obtained payment, including related labor charges and sales tax, for seven (7) Luan  
2 panels that were claimed to have been installed on Sam B.'s 2009 Eclipse Attitude Trailer/Coach.  
3 In fact, said parts were not installed on the RV as invoiced by Respondent. Complainant refers  
4 to, and by this reference incorporates, the allegations set forth above in paragraphs 37 and 38,  
5 inclusive, as though set forth fully herein.

6 **OTHER MATTERS**

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

12 **PRAYER**

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

- 15 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD  
16 263370, issued to Donald Wayne Collins, owner of DC's RV Center;
- 17 2. Revoking or suspending any other automotive repair dealer registration issued to  
18 Donald Wayne Collins;
- 19 3. Ordering Donald Wayne Collins, owner of DC's RV Center, to pay the Director of  
20 Consumer Affairs the reasonable costs of the investigation and enforcement of this case, pursuant  
21 to Business and Professions Code section 125.3;
- 22 4. Taking such other and further action as deemed necessary and proper.

23  
24 DATED: January 17, 2014

  
25 PATRICK DORAIS  
26 Chief  
27 Bureau of Automotive Repair  
28 Department of Consumer Affairs  
State of California  
*Complainant*

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