

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

In the Matter of the Interim Suspension Order Against:

LA CUSTOM COLLISION LLC,

Automotive Repair Dealer Registration No. ARD 312460

and

SAIDER JULLIANA GOMEZ VILLA

Member/Responsible Managing Employee/Manager

Respondents.

Agency Case No. IN2025-20176

OAH No. 2026050214

ORDER GRANTING PETITION FOR INTERIM SUSPENSION ORDER

Ji-Lan Zang, Administrative Law Judge (ALJ), Office of Administrative Hearings,
State of California, heard this matter by videoconference on June 12, 2026.

Elyse M. Davison, Deputy Attorney General, represented Patrick Dorais (petitioner), Chief of the Bureau of Automotive Repair (Bureau), Department of Consumer Affairs, State of California.

No appearances were made by or on behalf of LA Custom Collision LLC (LA Custom Collision) and Saider Julliana Gomez Villa, Member/Responsible Managing Employee/Manager (Gomez Villa) (collectively, respondents).

Pursuant to Business and Professions Code section 494, affidavits and additional documentary evidence were received, and oral and written arguments were presented. (Statutory references are to the Business and Professions Code unless otherwise designated.) The record closed and the matter was submitted on June 12, 2026.

FACTUAL FINDINGS

Jurisdictional Matters

1. Petitioner brought the Petition for Interim Suspension Order (Petition) in his official capacity as Chief of the Bureau, Department of Consumer Affairs.
2. On May 26, 2026, petitioner served respondents with the Petition and supporting documents, and with notice that a hearing on the petition would take place on June 12, 2026, via videoconference.
3. Respondents were given proper notice of the hearing on the Petition in conformity with the requirements of the Business and Professions Code and the Administrative Procedure Act. (Gov. Code, § 11370 et seq.) However, no appearances were made by or on behalf of respondents, and no opposition to the Petition was filed.

4. On April 21, 2025, the Bureau issued Automotive Repair Dealer Registration Number ARD 312460 to LA Custom Collision with Villa Gomez as Manager. The Automotive Repair Dealer Registration was in full force and effect at all times relevant herein and expired on April 30, 2026. Despite the expiration, the Bureau retains jurisdiction to discipline the license. (§§ 118, subd. (b) & 9884.13.)

5. The Bureau has received 30 consumer complaints against respondents. Attached to the Petition were declarations from five such consumers, as summarized below.

Sergio M.

6. On May 18, 2025, at around 10:30 p.m. Sergio M. was involved in a serious traffic collision in his 2018 Toyota CHR (Toyota). While at the scene of accident, two men approached him, asked if he had automobile insurance and then offered a free tow. The two men repeatedly claimed the towing was free and asked Sergio M. to sign a multi-page document titled "EMERGENCY ROADSIDE & TOWING SERVICE" which showed no fees.

7. Later that night, a representative from LA Custom Collision called Sergio M. and requested for him to go to respondents' automotive repair facility to sign a release form. The representative also offered to help file a police report and report the collision to Sergio M.'s insurance company. The representative also claimed the vehicle was a total loss and that no repairs would be performed. A second representative joined the phone call and offered to refer Sergio M. to a doctor and lawyer.

8. On May 19, 2025, Sergio M. visited respondents' repair facility and was instructed to sign a document that was described by respondents as a "release form," purportedly allowing the Toyota to be released to his insurance company. Sergio M.

signed the document, which was not a release, but an "AUTHORIZATION TO REPAIR" that gave respondents permission to perform repairs, even though respondents' representatives repeatedly told Sergio M. that the Toyota was a total loss. (Ex. 5.)

9. Three days later, Sergio M.'s insurance company contacted him and informed him that LA Custom Collision had charged the following fees on an invoice: Storage Fee of \$1,000; Advance Tow Fee of \$795; Clean Up Fee of \$450; Forklift Fee \$525; Tear Down Fee of \$635; Offsite Tow Fee of \$300; Lien Release Fee of \$200; Administrative Fee of \$450; and Gate Fee of \$300. (Ex. 6.) Although the invoice includes an Administrative Fee of \$450 and a Gate Fee of \$300, these amounts are also crossed out. (*Ibid.*) These fees do not appear to be included in the final fees demanded by the respondents, which totaled \$4,155. (*Ibid.*)

10. Respondents refused to release the vehicle, and Sergio M.'s insurance company only covered \$2,545 of the fees. In the end, Sergio M. paid for the deficiency of \$1,610, for his Toyota which was never repaired. (Ex. 4.)

Carli H.

11. On June 18, 2025, at around 12:47 a.m., consumer Carli H.'s friend, Alce H., who was driving Carli's car, a 2019 Hyundai Ioniq EV (Hyundai), became involved in a serious automobile collision. (Ex. 8.) At the crash scene, four men, two of whom drove a sedan and two of whom drove a tow truck and wore American Automobile Association (AAA) vests, approached Alce H. (Ex. 9.) They asked if Alce H. had insurance, offered a free tow, and provided a business card for "After Collision Inspection Site." (*Ibid.*) The men assured Alce H. multiple times that the tow would be free of charge and asked Alce H. to sign a multi-page document titled "EMERGENCY ROADSIDE & TOWING SERVICE" which showed no charges.

12. The two men driving the tow truck transported the damaged Hyundai to LA Custom Collision, while the other two men in the sedan gave Alce H. a ride to the same car repair facility. At LA Custom Collision, a representative named Angela gave Alce H. a release form that purportedly would allow LA Custom Collision to release the vehicle to the insurance company. Seeing no charges on this form, Alce H. signed the form. (Ex. 9.)

13. The next morning, respondents demanded \$4,000 to release the Hyundai to Carli H.'s insurance company. Respondents' invoice for Carli H. showed the following fees: Storage Fee of \$500; Advance Tow Fee of \$795; Administrative Fee of \$450; Clean Up Fee of \$450; Forklift Fee \$525; Tear Down Fee of \$635; Offsite Tow Fee of \$300; Gate Fee of \$450; and Lien Release Fee of \$200. (Ex. 13.) The total was \$4,305. (*Ibid.*)

14. On June 20, 2025, respondents changed the demand to \$3,250. (Ex. 8.) Carli H.'s insurance company subsequently paid \$3,250 to respondents for the release of the Hyundai, which was a total loss and not repaired. (*Ibid.*)

Karen S.

15. On July 13, 2025, consumer Karen S. woke up around 2:00 a.m. to find that her 2017 Ford Expedition (Ford), which was parked on the street, was involved in a serious collision. (Ex. 15.) Shortly after, a tow truck driver appeared and asked Karen S. if she had insurance. He then offered a free tow, repeatedly assuring Karen S. that the tow was free of charge. The tow truck driver gave Karen S. a multi-page document titled "M&M Roadside Assistance" which showed no charges. Later that day, a representative from LA Custom Collision called Karen S. and asked for her insurance information, which Karen S. gave.

16. On July 14, 2025, respondents' representative called Karen S. and requested she sign a repair document that would allow for repairs to her vehicle after the insurance company performed their inspection. Respondents text messaged a document titled "Authorization to Repair." Karen S. signed the document as requested. (Ex. 15.)

17. On July 15, 2025, a representative from Karen S.'s insurance company informed her that the Ford was a total loss, no repairs would be performed, and she should retrieve her belongings from the vehicle. However, the insurance representative also notified Karen S. that respondents were demanding excessive storage fees to release the vehicle.

18. Respondents' invoice for Karen S. showed the following fees: Storage Fee of \$1,500 at \$250 per day; Advance Tow Fee of \$795; Clean Up Fee of \$450; Forklift Fee \$525; Tear Down Fee of \$495; and Lien Release Fee of \$250. (Ex. 13.) The total was \$4,305.

19. On July 21, 2025, Karen S.'s insurance company negotiated the fees and paid respondents \$4,000 to release the Ford. (Ex. 20.)

Barbara K.

20. On June 20, 2025, at 4:45 p.m. Barbara K. was involved in a traffic collision while parked in her granddaughter's 2025 Honda Accord (Accord). While Barbara K. was receiving medical attention from paramedics, two men approached her and asked if she had insurance. They offered a free tow. The two men assured Barbara K. that the tow would be free of charge and asked Barbara K. to sign a multi-page document titled "EMERGENCY ROADSIDE & TOWING SERVICE" which showed no fees. (Ex. 21.)

21. On June 21, 2025, Barbara K.'s granddaughter drove her to the address listed in the "EMERGENCY ROADSIDE & TOWING SERVICE" document, but the Accord was not at that facility. An employee at that facility told Barbara K. that the Accord was at LA Custom Collision, even though Barbara K. never gave permission to tow the Accord to LA Custom Collision. (Ex. 21.)

22. On June 23, 2025, respondents' representative called Barbara K. and requested that she visit the facility to sign a release form which would purportedly allow them to release the Accord to her insurance company. After driving to LA Custom Collision, Barbara K. signed a document titled "AUTHORIZATION TO REPAIR"/"LA CUSTOM COLLISION" under the belief that the document was a release form.

23. On June 24, 2025, Barbara K.'s insurance company informed her that respondents would not release the Accord. Barbara K. contacted LA Custom Collision, and a representative told her the document she signed was actually a repair document and that her vehicle had already incurred thousands of dollars in storage fees. Respondents' representative told Barbara K. that they would reduce the price if she agreed not to pursue legal action.

24. Respondents' invoice for Barbara K. showed the following fees: Storage Fee of \$1,500 at \$250 per day; Advance Tow Fee of \$795; Administrative Fee of \$450; Clean Up Fee of \$450; Forklift Fee \$525; Tear Down Fee of \$635; Off Site Tow Fee of \$300; Gate Fee of \$450; and Lien Release Fee of \$200. (Ex. 13.) The total was \$5,305. However, respondents demanded \$4,855 to release the vehicle. The Gate Fee of \$450 was crossed out and does not appear to be included in respondents' demand.

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25. On June 26, 2025, Barbara K.'s insurance company negotiated and paid a reduced fee of \$3,000 for respondents to release the Accord, which was a total loss and not repaired.

Randal B.

26. On May 24, 2025, at 6:56 p.m., Randal B. was involved in an automobile collision in his 2021 Kia South GT (Kia). At the crash scene, a man named Carlos approached Randal B. and gave him a business card for LA Custom Collision. Carlos assured Randal B. that LA Custom could fix the Kia within two weeks. Another man, claiming to be Carlos's father and the owner of LA Custom Collision, also approached Randal B. He reassured Randal B. that they would fix the Kia and charge him no fee for the tow. Randal B. agreed to the tow and signed a multi-page document titled "EMERGENCY ROADSIDE & TOWING SERVICE" which showed no charges. (Ex. 26.)

27. Between May 24, 2025, and August 2025, despite several phone calls from Randal B. and his insurance company, respondents failed to complete the repairs to the Kia. During this time the vehicle remained in storage at LA Custom Collision, generating storage charges. (Ex. 26.)

28. On August 11, 2025, Randal B.'s insurance company declared the Kia a total loss and that the vehicle would not be repaired. Later in August, respondents demanded \$7,820 from Randal B. These charges include storage fees of \$7,750 (calculated at \$250.00 per day for 31 days), and a lien sale fee of \$70. (Ex. 30.) Randal B. did not pay these fees, but his Kia was not repaired, as he had intended.

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Bureau Investigation

29. Between May and December 2025, the Bureau received 25 consumer complaints against respondents. In November 2025, Bureau Program Representative David Martin-del-campo (Martin-del-campo) was assigned to the case. (Ex. 2.) He investigated the five consumer complaints from consumers Sergio M., Carli H., Karen S., Barbara K. and Randal B., as detailed above. On October 10, 2025, Martin-del-campo interviewed LA Custom Collision's general manager and office manager. They blamed the tow truck drivers for telling consumers that the tow is free of charge. (Ex. 3.) They also explained that the "Clean Up Fee" on LA Custom Collision's invoice covers the disposal of environmental waste, such as vehicle fluids. However, they admitted that LA Custom Collision LLC does not have an Environmental Protection Agency (EPA) account for disposing such fluids. LA Custom Collision's general manager also claimed that respondents maintained documents relating to these five customers' transactions. However, they did not provide certain documents, such as a written estimate, tear-down authorization, and invoices for repairs completed, to Martin-del-campo. (*Ibid.*)

30. Since the completion of Martin-del-campo's initial investigation in December 2025, the Bureau has received five additional consumer complaints against respondents, the most recent of which was filed on February 19, 2026. (Ex. 34.)

LEGAL CONCLUSIONS

1. The standard of proof for petitioner to obtain an interim order of suspension is a preponderance of the evidence. (§ 494, subd. (e).)
2. An ALJ sitting alone may, upon petition, issue an interim order suspending any licensee if the petition includes affidavits that demonstrate: (1) The

licentiate has engaged in acts or omissions constituting a violation of the Business and Professions Code; and (2) permitting the licentiate to continue to engage in the licensed activity would endanger the public health, safety, or welfare. (§ 494, subd. (a).)

1. Respondents operated a predatory towing and storage scheme to defraud the five consumers (Sergio M., Carli H., Karen S., Barbara K., and Randal B.) and their insurance companies of thousands of dollars. Respondents led the five consumers to believe that the towing of their vehicles would be free of charge and did not inform them of any towing, storage, or other charges until respondents demanded payment for the vehicles' release. Respondents also deceived these consumers by misleading them into signing documents authorizing repairs under the false pretense that the documents were for releasing the vehicles to their insurance companies.

2. Moreover, respondents charged these five consumers with fees to which they were not entitled. Respondents charged each of the five consumers with an Advance Tow Fee of \$795 and an Off-Site Tow Fee of \$300, when the tow truck drivers repeatedly told these consumers that any tow would be free of charge. Respondents charged each of the five consumers with a Tear Down Fee of \$635, when none of the customers contracted with respondents to perform a tear down estimate, and no tear down was ever performed, in violation of California Code of Regulations, title 16 (CCR), section 3353, subdivisions (c)(1), and (c)(2). Respondents charged each of the five consumers with a Clean Up Fee of \$450, when by respondents' own admission, they do not have an EPA account and no EPA account number was listed on any invoice, in violation of CCR section 3357. Respondents also charged some of these consumers with an Administrative Fee, a Forklift Fee, a Gate Fee, and a Lien Fee. These fees are presumptively unreasonable under Vehicle Code section 22524.5, subdivision (c), except under limited circumstances, which do not exist here.

3. Based on Factual Findings 1 through 30 and Legal Conclusions 1 through 4, and for the purposes of the Petition only, petitioner established by a preponderance of the evidence that respondents engaged in fraudulent business practices. This conduct constitute multiple violations of the Business and Professions Code, including, but not limited to, sections 9884.7, subdivisions (a)(1) (making untrue or misleading statements); (a)(4) (conduct constituting fraud); (a)(8) (making false promises to influence, persuade or induce a customer to authorize the repairs, service, or maintenance of an automobile); 9884.8 (failure to comply with invoice requirements); and 9884.9, subdivision (a) (failure to comply with estimate requirements).

4. Significantly, respondents' fraudulent conduct began in May 2025 with Sergio M.'s case, which was approximately one month after respondents received their Automotive Repair Dealer registration in April 2025. Respondents appeared to have engaged in a pattern of misconduct throughout their short period of licensure, given the most recent complaint the Bureau received is dated February 2026. Considering the number of consumer complaints received during this one-year period and the seriousness of the misconduct, permitting respondents' continued licensure would endanger public health, safety, and welfare. Unless respondents' registration is temporarily suspended, their misconduct may reoccur. Therefore, cause was established to issue an interim suspension order suspending respondents' registration.

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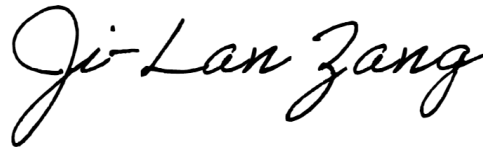
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ORDER

1. The Petition for Interim Suspension Order is granted.
2. Automotive Repair Dealer Registration Number ARD 312460, issued to LA Custom Collision LLC and Saider Julliana Gomez Villa, Member/Responsible Managing Employee/Manager, is suspended pending a final decision issued by the Bureau on the Accusation that is required to be filed under Business and Professions Code section 494, subdivision (f), against respondents.

DATE: 06/19/2026



JI-LAN ZANG

Administrative Law Judge

Office of Administrative Hearings