

1 ROB BONTA
Attorney General of California
2 DAVID E. BRICE
Supervising Deputy Attorney General
3 PHILLIP L. ARTHUR
Deputy Attorney General
4 State Bar No. 238339
1300 I Street, Suite 125
5 Sacramento, CA 95814
Telephone: (916) 210-7866
6 Facsimile: (916) 327-8643
E-mail: Phillip.Arthur@doj.ca.gov
7 *Attorneys for Complainant*

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 and Petition to
Revoke Probation Against:

Case No. 77/25-18680

13 **RODOLFO MONTANO COBIAN**
14 **DBA COLIMA AUTO SMOG AND**
REPAIR SHOP
15 19469 Grangeville Blvd.
Lemoore, CA 93245

**ACCUSATION AND PETITION TO
REVOKE PROBATION**

16 **Automotive Repair Dealer Registration No.**
ARD 256824
17 **Smog Check, Test-and-Repair, Station**
License No. RC 256824,

18 **and**

19 **RODOLFO COBIAN MONTANO**
20 **AKA RODOLFO MONTANO COBIAN**
21 17739 Iona Avenue
Lemoore, CA 93245

22 **Smog Check Inspector License No. EO**
632544
23 **Smog Check Repair Technician License No.**
EI 632544

24 Respondents.
25

26 ///

27 ///

28 ///

1 **PARTIES**

2 1. Patrick Dorais (Complainant) brings this Accusation and Petition to Revoke
3 Probation solely in his official capacity as the Chief of the Bureau of Automotive Repair
4 (Bureau), Department of Consumer Affairs.

5 **LICENSE HISTORY**

6 **Automotive Repair Dealer Registration - Respondent Colima**

7 2. On or about December 3, 2008, the Bureau issued Automotive Repair Dealer
8 Registration Number ARD 256824 to Rodolfo Montano Cobian, doing business as Colima Auto
9 Smog and Repair Shop (Respondent Colima), previously listed as Continental Auto Repair. The
10 Automotive Repair Dealer Registration was in full force and effect at all times relevant to the
11 charges brought herein and will expire on November 30, 2026, unless renewed.

12 **Smog Check, Test-and-Repair, Station License - Respondent Colima**

13 3. On or about October 24, 2011, the Bureau issued Smog Check, Test-and-Repair,
14 Station License Number RC 256824 to Respondent Colima. The Smog Check, Test-and-Repair,
15 Station License was in full force and effect at all times relevant to the charges brought herein and
16 will expire on November 30, 2026, unless renewed. Respondent Colima is also certified as a
17 STAR station. The STAR certification was issued on January 2, 2013, and was suspended on
18 October 16, 2024.

19 **Smog Check Inspection License - Respondent Montano**

20 4. On or about August 13, 2012, the Bureau issued Smog Check Inspector License
21 Number EO 632544 to Rodolfo Cobian Montano, also known as Rodolfo Montano Cobian
22 (Respondent Montano). The Smog Check Inspector License was in full force and effect at all
23 times relevant to the charges brought herein and will expire on August 31, 2028, unless renewed.

24 **Smog Check Repair Technician License - Respondent Montano**

25 5. On or about August 13, 2012, the Bureau issued Smog Check Repair Technician
26 License Number EI 632544 to Respondent Montano. The Smog Check Repair Technician
27 License was in full force and effect at all times relevant to the charges brought herein and will
28 expire on August 31, 2028, unless renewed.

DISCIPLINARY HISTORY

6. In a disciplinary action titled "*In the Matter of the Accusation Against: Rodolfo Montano Cobian aka Rodolfo Cobian Montano dba Continental Auto Repair and Rodolfo Montano Cobian aka Rodolfo Cobian Montano*," Case No. 77/22-14892, the Director of the Department of Consumer Affairs issued a Decision effective September 11, 2024, in which Respondent Colima's Automotive Repair Dealer Registration and Smog Check Test-and-Repair Station License, and Respondent Montano's Smog Check Inspector License and Smog Check Repair Technician License, were revoked. However, the revocations were stayed and Respondent Colima's Automotive Repair Dealer Registration and Smog Check Test-and-Repair Station License, and Respondent Montano's Smog Check Inspector License and Smog Check Repair Technician License, were placed on probation for four (4) years with certain terms and conditions.

JURISDICTION FOR ACCUSATION

7. This Accusation is brought before the Bureau under the authority of the following laws. All section references are to the Business and Professions Code (Code) unless otherwise indicated.

8. Code section 118, subdivision (b), states:

The suspension, expiration, or forfeiture by operation of law of a license issued by a board in the department, or its suspension, forfeiture, or cancellation by order of the board or by order of a court of law, or its surrender without the written consent of the board, shall not, during any period in which it may be renewed, restored, reissued, or reinstated, deprive the board of its authority to institute or continue a disciplinary proceeding against the licensee upon any ground provided by law or to enter an order suspending or revoking the license or otherwise taking disciplinary action against the licensee on any such ground.

9. Code section 477 provides, in pertinent part, that "Board" includes "bureau," "commission," "committee," "department," "division," "examining committee," "program," and "agency." "License" includes certificate, registration, or other means to engage in a business or profession regulated by the Code.

10. Code section 9884.13 states, "The expiration of a valid registration shall not deprive the director or chief of jurisdiction to proceed with any investigation or disciplinary

1 proceeding against an automotive repair dealer or to render a decision invalidating a registration
2 temporarily or permanently.”

3 11. Health and Safety (Health & Saf.) Code section 44002 provides, in pertinent part, that
4 the Director has all the powers and authority granted under the Automotive Repair Act for
5 enforcing the Motor Vehicle Inspection Program.

6 12. Health & Saf. Code section 44072.6 states, “The expiration or suspension of a license
7 by operation of law or by order or decision of the director or a court of law, or the voluntary
8 surrender of a license by a licensee shall not deprive the director of jurisdiction to proceed with
9 any investigation of, or action or disciplinary proceedings against, the licensee, or to render a
10 decision suspending or revoking the license.”

11 13. Health & Saf. Code section 44072.8 states, “When a license has been revoked or
12 suspended following a hearing under this article, any additional license issued under this chapter
13 in the name of the licensee may be likewise revoked or suspended by the director.”

14 **STATUTORY PROVISIONS FOR ACCUSATION**

15 14. Code section 9884.7 states, in pertinent part:

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

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

26 ...

27 (4) Any other conduct that constitutes fraud.

28 ...

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

(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 the owner’s duly authorized representative. . . .

///

1 15. Code section 9884.8 states:

2 All work done by an automotive repair dealer, including all warranty work,
3 shall be recorded on an invoice and shall describe all service work done and parts
4 supplied. Service work and parts shall be listed separately on the invoice, which
5 shall also state separately the subtotal prices for service work and for parts, not
6 including sales tax, and shall state separately the sales tax, if any, applicable to
7 each. If any used, rebuilt, or reconditioned parts are supplied, the invoice shall
8 clearly state that fact. If a part of a component system is composed of new and
9 used, rebuilt or reconditioned parts, that invoice shall clearly state that fact. The
10 invoice shall include a statement indicating whether any crash parts are original
11 equipment manufacturer crash parts or nonoriginal equipment manufacturer
12 aftermarket crash parts. One copy of the invoice shall be given to the customer
13 and one copy shall be retained by the automotive repair dealer.

14 16. Code section 9884.9 states:

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

(1) Make a notation on the invoice of the same facts set forth in the
notation on the work order.

(2) Upon completion of the repairs, obtain the customer's signature or
initials to an acknowledgment of notice and consent, if there is an oral consent of the
customer to additional repairs, in the following language:

"I acknowledge notice and oral approval of an increase in the original
estimated price.

(signature or initials)"

Nothing in this section shall be construed as requiring an automotive
repair dealer to give a written estimated price if the dealer does not agree to perform
the requested repair.

///

1 (b) The automotive repair dealer shall include with the written estimated
2 price a statement of any automotive repair service that, if required to be done, will be
3 done by someone other than the dealer or his or her employees. No service shall be
4 done by other than the dealer or his or her employees without the consent of the
customer, unless the customer cannot reasonably be notified. The dealer shall be
responsible, in any case, for any service in the same manner as if the dealer or his or
her employees had done the service.

5 (c) In addition to subdivisions (a) and (b), an automotive repair dealer,
6 when doing auto body or collision repairs, shall provide an itemized written estimate
7 for all parts and labor to the customer. The estimate shall describe labor and parts
8 separately and shall identify each part, indicating whether the replacement part is
9 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.

10 (d) A customer may designate another person to authorize work or parts
11 supplied in excess of the estimated price, if the designation is made in writing at the time
12 that the initial authorization to proceed is signed by the customer. The bureau may specify
13 in regulation the form and content of a designation and the procedures to be followed by the
automotive repair dealer in recording the designation. For the purposes of this section, a
designee shall not be the automotive repair dealer providing repair services or an insurer
involved in a claim that includes the motor vehicle being repaired, or an employee or agent
or a person acting on behalf of the dealer or insurer.

14 (e) A written estimate is not required for an automotive repair dealer to
15 perform any of the preventative maintenance services defined in Section 9880.1 if the
customer authorizes the service and either of the following occurs:

16 (1) The service is performed free of charge.

17 (2) The total price for labor and parts necessary to perform the service is
18 displayed in a place and manner conspicuous to the customer or is made available to
19 and acknowledged by the customer at the automotive repair facility where the service
is performed.

20 17. Health & Saf. Code section 44072.2 states, in pertinent part:

21 The director may suspend, revoke, or take other disciplinary action against a
22 license as provided in this article if the licensee, or any partner, officer, or director
thereof, does any of the following:

23 ...

24 (d) Commits any act involving dishonesty, fraud, or deceit whereby another
is injured....

25 ///

26 ///

27 ///

28 ///

1 **REGULATORY PROVISIONS FOR ACCUSATION**

2 18. California Code of Regulations, title 16 (CCR), section 3353 states:

3 An estimate shall be provided to and authorized by the customer before
4 any work commences. The estimate shall meet the requirements of Business and
 Professions Code section 9884.9 as well as the following:

5 (a) An automotive repair dealer shall provide the customer an estimate
6 containing the estimated price for parts and labor for a specific job prior to obtaining
 authorization. Each part listed in the estimate shall be new unless specifically
 identified as a used, rebuilt, or reconditioned part.

7 (b) An automotive repair dealer, when doing auto body or collision
8 repairs, shall provide the customer an itemized estimate containing the estimated
9 price for parts and labor for a specific job. Parts and labor shall be described
10 separately, and each part shall be listed in the estimate. Each part listed in the
11 estimate shall be new unless specifically identified as a used, rebuilt, or reconditioned
 part. Each new replacement crash part listed in the estimate shall be an original
 equipment manufacturer (OEM) part unless specifically identified as a non-OEM
 aftermarket crash part.

12 (1) If an automotive repair dealer uses an estimate prepared by or on
13 behalf of the customer's third-party payor ("third-party estimate") to create its own
 estimate ("ARD estimate"), the automotive repair dealer shall:

14 (A) Notify the customer that the third-party estimate is subject to the Fair
15 Claims Settlement Practice Regulations as adopted by the California Department of
 Insurance contained in Title 10, Chapter 5, Subchapter 7.5, Article 1 of the California
 Code of Regulations;

16 (B) Ensure the ARD estimate provided to the customer complies with all
17 estimate requirements of the Business and Professions Code and this Article;

18 (C) Record the following on the ARD estimate:

19 i. A statement of the intent to repair the vehicle per the third-party
20 estimate;

21 ii. The name of the third-party payor;

22 iii. The unique identifier contained on the third-party estimate. This
 unique identifier may be, but is not limited to, a "claim number," "file number," or
 similar identifying number; and,

23 iv. The total cost of repair listed on the third-party estimate.

24 (D) Attach the third-party estimate (the original, a duplicate, or printout
25 of the original) to the ARD estimate provided to the customer.

26 (E) If the customer authorizes changes to the repair, prior to continuing
27 with the repair, notify the third-party payor of customer-approved changes in the
28 ARD estimate that would alter the payment amount specified in the third-party
 estimate.

///

1 (c) Any automotive repair dealer, when performing a tear down, shall do
2 all of the following:

3 (1) Provide the customer with an estimate, which shall include all the
4 following:

5 (A) The cost of the tear down and a description of the portion(s) or
6 area(s) of the vehicle or vehicle component(s) on which a tear down is necessary to
7 evaluate the condition of the vehicle or vehicle component(s).

8 (B) The cost of reassembling the portion(s) or area(s) of the vehicle or
9 vehicle component(s) after performing the tear down.

10 (C) The cost of all parts and labor necessary to replace items that are
11 normally destroyed by the tear down such as gaskets, seals, and O rings.

12 (D) If applicable, notification that the tear down might prevent the
13 restoration of the vehicle or component(s) to the condition in which it was provided
14 by the customer.

15 (E) The maximum time it will take the automotive repair dealer to
16 reassemble the vehicle or component(s) in the event the customer elects not to
17 proceed with the repair or maintenance of the vehicle. The automotive repair dealer
18 shall reassemble the vehicle or component(s) within the time period specified in the
19 tear down estimate. The maximum time shall be counted from the date of
20 authorization of the tear down.

21 (2) Upon completion of the tear down, the automotive repair dealer shall
22 provide the customer an itemized estimate for parts and labor necessary for the
23 required repair. The automotive repair dealer shall then obtain the customer's
24 authorization to repair or reassemble the vehicle or any disassembled component(s).

25 (3) If, after performing the tear down, a customer declines repair or
26 reassembly, the automotive repair dealer shall, as applicable, document on the tear
27 down invoice that the customer declined repair or reassembly.

28 (d) If an automotive repair dealer will be accepting payment for repairs
from a third-party payor, the automotive repair dealer shall, prior to obtaining
authorization from the customer, do one of the following:

(1) If the amount of the payment to be made by the third-party payor is
known, the automotive repair dealer shall include the amount approved to be paid by
the third-party payor on the ARD estimate;

(2) If the amount of payment to be made by the third-party payor is not
known, the automotive repair dealer shall include the following notification on the
ARD estimate:

"This estimate is for repairs to meet vehicle manufacturer and industry
standards. As the customer, it is your responsibility to contact the third-party payor
for approval of payment for the repairs you have authorized."

///

///

1 (e) If an automotive repair dealer provides or contracts for a towing
2 service, the towing fees shall be provided to the customer -- prior to receiving
3 payment for those services -- on a separate document (electronic or printed) from any
4 repair estimate or invoice pursuant to Vehicle Code section 22651.07(a)(3) and the
Towing and Storage Fees and Access Notice in Vehicle Code section 22651.07(e).
Authorization for towing fees shall be obtained separate and apart from any
authorization for repair work.

5 (f) No automotive repair shall be done by someone other than the
6 automotive repair dealer or their employees without the consent of the customer
7 unless the customer cannot reasonably be notified. An automotive repair dealer shall
8 include with the estimate a statement of any sublet repair to be performed on the
9 vehicle. If requested by the customer, an automotive repair dealer shall disclose the
10 name and location of the facility performing the sublet repair.

11 19. CCR section 3353.1 states:

12 (a) No diagnosis or repair, including no-charge and warranty repairs, shall
13 commence and no charges shall accrue without specific authorization from the
14 customer. Any estimate or revised work order provided to the customer shall be
15 authorized by the customer or the customer's designee in written, oral, or electronic
16 form.

17 (b) If the customer provides a written authorization, the automotive repair
18 dealer shall capture his or her signature and record the date of signature on the
19 estimate or on documents that supplement the estimate.

20 (c) If the customer provides an oral authorization, the automotive repair
21 dealer shall record the authorization by documenting on the estimate the date, time,
22 name of the person authorizing the repairs, and the telephone number called, if any,
23 or produce this information on documents relating to the authorization that
24 supplement the estimate.

25 (d) If the customer provides an electronic authorization, the automotive
26 repair dealer shall record the authorization by documenting on the estimate the date,
27 time, name of the person authorizing the repairs, and the telephone number or
28 electronic mail address contacted, if any, or produce this information on documents
relating to the authorization that supplement the estimate.

(e) Documents supplementing the estimate, including but not limited to a
series of electronic communications between the automotive repair dealer and the
customer, shall be uniquely identified and maintained as part of the same transaction
in accordance with section 3358 of this Article.

20. CCR section 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.

1 (b) All corrosion protection shall be applied in accordance with manufacturers'
2 specifications or nationally distributed and periodically updated service specifications
3 that are generally accepted by the autobody repair industry.

4 21. CCR section 3373 states:

5 No automotive repair dealer or individual in charge shall, in filling out an estimate,
6 invoice, or work order, or record required to be maintained by section 3340.15(e) of this
7 chapter, withhold therefrom or insert therein any statement or information which will cause
8 any such document to be false or misleading, or where the tendency or effect thereby would
9 be to mislead or deceive customers, prospective customers, or the public.

10 **COST RECOVERY FOR ACCUSATION**

11 22. Code section 125.3 provides, in pertinent part, that the Bureau 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 investigation and enforcement
14 of the case, with failure of the licentiate to comply subjecting the license to not being renewed or
15 reinstated. If a case settles, recovery of investigation and enforcement costs may be included in a
16 stipulated settlement.

17 **UNDERCOVER OPERATION**

18 23. In and between June 23 and September 9, 2025, Bureau representative T.H.
19 documented a 2007 Dodge with new and marked spark plugs, ignition coils, fuel injectors,
20 upstream oxygen sensors, downstream oxygen sensors, an intake air temperature sensor, a
21 primary fuel pump, and an auxiliary fuel pump. Further, the powertrain control module and
22 throttle position sensor were inspected and found to be in good working order. T.H. introduced
23 an inducement by disconnecting the ground wire for the upstream oxygen sensor which caused
24 the Malfunction Indicator Lamp (MIL) to come on with Diagnostic Trouble Codes P0032 and
25 P0300 (engine misfire and lean running condition). The only repair needed to clear the MIL was
26 to repair the open ground wire for the left upstream oxygen sensor heater circuit.

27 24. On or about October 22, 2025, a Bureau undercover operator (operator) took the 2007
28 Dodge to Respondent Colima's facility and requested that Respondent Colima diagnose the
vehicle's MIL. Respondent Colima's employee Joshua told the operator that it would cost
\$150.00 to diagnose the vehicle. The same day, Respondent Montano called the operator and
stated that the vehicle's O2-sensor would need to be replaced in order to continue the diagnoses

1 and that the total cost would be \$133.00. The operator approved the repair.

2 25. On or about October 23, 2025, the operator called Respondent Colima for an update.
3 Respondent Montano stated that O2-sensor was not actually bad, but that they had found a bad
4 ground wire on the strut tower and repaired it. He further stated that the check engine light had
5 come back on because the rear O2-sensor on the opposite bank was bad and that they would drive
6 the vehicle to set the OBD2 monitors.

7 26. On or about October 24, 2025, the operator called Respondent Colima and was told
8 that the vehicle's computer was bad and that the rear O2-sensor bank had caused the computer to
9 fail. Respondent Montano stated that they could obtain a rebuilt computer and that the total cost
10 would be \$750.00. The operator approved the repair. Later that day, the operator received a call
11 from Respondent Montano who stated that the rebuilt computer was unavailable and that they
12 would send the bad computer to Florida for repair. Respondent Montano stated that the vehicle
13 would be ready in four to six days and that the price would remain the same.

14 27. On or about November 17, 2025, the operator called Respondent Colima and was told
15 that the computer had been repaired that the vehicle would be ready in three to four days. On or
16 about November 21, 2025, the operator called Respondent Colima and was told that the vehicle
17 was ready and that the total amount due was \$780.12. The operator returned to Respondent
18 Colima's facility and retrieved the vehicle. The operator paid \$780.12 and was provided with a
19 final invoice.

20 28. T.H. subsequently inspected the 2007 Dodge and compared it to the invoice provided
21 by Respondent Colima. T.H. found the following:

22 a. Respondent Colima repaired the open ground wire for the left upstream O2-
23 sensor heater circuit by using a quick splice connector to tap into an adjacent ground wire, which
24 did not follow the manufacturer's recommended procedures and was not listed on the invoice.

25 b. Respondent Colima's invoice stated that they used a multi-meter to measure the
26 resistance of the oxygen sensor (B1-S1) heater element and found that the measured resistance
27 was above the specified range, but upon reinspection of the vehicle, all four O2 sensors measured
28 resistance met the manufacturer's specification and still had documented identification marks.

1 c. Respondent Colima invoiced for the replacement of the left upstream O2
2 sensor, however, the left upstream O2 sensor had not been replaced.

3 d. Respondent Colima invoiced for a Powertrain Control Module (PCM) repair
4 service, but prior to the vehicle being released to the Bureau representative, the PCM was
5 documented in good working condition and did not need any repair or service to correct the
6 illuminated MIL, engine misfire, and lean running condition.

7 e. Respondent Colima stated that a repair was performed on the Intake Air
8 Temperature (IAT) sensor, but upon reinspection, no repairs were performed on the IAT sensor or
9 its circuit.

10 29. The Bureau determined that Respondent Colima had charged \$630.12 for repairs that
11 were not necessary.

12 **FIRST CAUSE FOR DISCIPLINE**

13 **(False or Misleading Statements)**

14 30. Respondent Colima's registration is subject to disciplinary action pursuant to Code
15 section 9884.7, subdivision (a)(1), in conjunction with CCR section 3373, in that regarding the
16 Bureau's 2007 Dodge, Respondent made or authorized statements which it knew or in the
17 exercise of reasonable care should have known to be untrue or misleading, when Respondent
18 Colima told the operator that the rear O2-sensor on the opposite bank of the vehicle had failed
19 and caused the vehicle's PCM to fail, when, in fact, that part was previously in good working
20 order, as set forth in paragraphs 23-29, above.

21 **SECOND CAUSE FOR DISCIPLINE**

22 **(Fraud)**

23 31. Respondent Colima's registration is subject to disciplinary action pursuant to Code
24 section 9884.7, subdivision (a)(4), in that Respondent Colima fraudulently charged the operator
25 for the replacement of the left upstream O2-sensor and for the repair of the vehicle's PCM, when
26 in fact, those repairs were not necessary, as set forth in paragraph 23-30, above.

27 ///

28 ///

1 **THIRD CAUSE FOR DISCIPLINE**

2 **(Departure From Accepted Trade Standards)**

3 32. Respondent Colima's registration is subject to disciplinary action pursuant to Code
4 section 9884.7, subdivision (a)(7), in that regarding the 2007 Dodge, Respondent Colima
5 departed from accepted trade standards when it repaired the open ground wire for the left
6 upstream O2-sensor heater circuit by using a quick splice connector to tap into an adjacent
7 ground wire, which did not follow the manufacturer's recommended procedures and was not
8 listed on the invoice, as set forth in paragraphs 23-30, above.

9 **FOURTH CAUSE FOR DISCIPLINE**

10 **(Failure to Comply with Invoice Requirements)**

11 33. Respondent Colima's registration is subject to disciplinary action pursuant to Code
12 sections 9884.7, subdivision (a)(6), and 9884.8, when Respondent Colima failed to comply with
13 invoice requirements as follows:

14 a. Respondent Colima documented on the invoice they measured the resistance of
15 the oxygen sensor B1-S1 heater element and found it above the specified range, however, that
16 was false.

17 b. Respondent Colima documented on the invoice that the B1-S1 had been
18 replaced, when in fact, it was not.

19 c. Respondent Colima documented on the invoice that the IAT sensor was
20 repaired, when in fact, it was not.

21 d. Respondent Colima documented on the invoice that the testing conducted
22 concluded that the heater control drive PCM was faulty, when in fact, it was not.

23 e. Respondent Colima did not document the open-ground wire repair on the
24 invoice.

25 ///

26 ///

27 ///

28 ///

1 **FIFTH CAUSE FOR DISCIPLINE**

2 **(Failure to Comply with Provisions of the Automotive Repair Act)**

3 34. Respondent Colima's registration is subject to disciplinary action pursuant to Code
4 section 9884.7, subdivision (a)(6), in conjunction with Code sections 9884.9, subdivision (a), and
5 9884.9, subdivision (a)(1), in that Respondent Colima failed to comply with the provisions of the
6 Automotive Repair Act when Respondent Colima failed to obtain authorization for the open-
7 ground repair of the ground wire in the left upstream O2 sensor heater circuit.

8 **SIXTH CAUSE FOR DISCIPLINE**

9 **(Dishonesty, Fraud, or Deceit)**

10 35. Respondent Colima's smog check station license is subject to disciplinary action
11 pursuant to Health & Saf. Code section 44072.2, subdivision (d), in that Respondent Colima
12 committed dishonest, fraudulent, or deceitful acts whereby another was injured, as set forth in
13 paragraph 31, above.

14 **SEVENTH CAUSE FOR DISCIPLINE**

15 **(Dishonesty, Fraud, or Deceit)**

16 36. Respondent Montano's smog check inspector and smog check repair technician
17 licenses are subject to disciplinary action pursuant to Health and Saf. Code section 44072.2,
18 subdivision (d), in that Respondent Montano committed dishonest, fraudulent, or deceitful acts
19 whereby another was injured, as set forth in paragraph 31, above.

20 **JURISDICTION FOR PETITION TO REVOKE PROBATION**

21 37. At all times after the effective date of the Decision, Condition 7 states:

22 If Respondents violate or fail to comply with the terms and conditions of
23 probation in any respect, the Director, after giving notice and opportunity to be
24 heard may set aside the stay order and carry out the disciplinary order provided in
25 the Decision. Once Respondents are served notice of BAR's intent to set aside the
26 stay, the Director shall maintain jurisdiction, and the period of probation shall be
27 extended until final resolution of the matter.

28 38. Respondent Colima's and Respondent Montano's probation are subject to revocation,
in that Respondents Colima and Montano did not comply with the terms and conditions of their
probation, as set forth below.

1 **FIRST CAUSE TO REVOKE PROBATION**

2 **(Failure to Obey all Laws)**

3 39. At all times after the effective date of the Decision, Condition 1 states:

4 During the period of probation, Respondents shall comply with all federal and
5 state statutes, regulations, and rules governing all BAR registrations and licenses held
6 by Respondents.

7 40. Respondent Colima's and Respondent Montano's probation are subject to revocation
8 in that Respondents Colima and Montano failed to comply with all statutes, regulations, and rules
9 governing automotive inspections, estimates and repairs, as set forth in paragraphs 23 through 36,
10 above.

11 **SECOND CAUSE TO REVOKE PROBATION**

12 **(Failure to Pay Cost Recovery)**

13 41. At all times after the effective date the Division, Condition 9 states:

14 Respondents shall pay the Bureau of Automotive Repair \$15,000.00 for the
15 reasonable costs of the investigation and enforcement of case no. 77/22-14892.
16 Respondents shall make such payments as follows: in 54 equal monthly payments
17 of \$277.78 beginning on the effective date of this order. Respondents shall make
18 payment by check or money order payable to the Bureau of Automotive Repair and
19 shall indicate on the check or money order that it is for cost recovery payment for
20 case No. 77/22-14892. Any order for payment of cost recovery shall remain in
21 effect whether or not probation is tolled. Probation shall not terminate until full cost
22 recovery payment has been made. BAR reserves the right to pursue any other
23 lawful measures in collecting on the costs ordered and past due, in addition to taking
24 action based upon the violation of probation.

25 42. Respondent Colima's and Respondent Montano's probation are subject to revocation
26 in that Respondents Colima and Montano failed to comply with Probation Condition 9, above, in
27 that Respondents Colima and Montano have only paid three payments totaling \$5,500.00. As of
28 May 11, 2026, Respondents Colima and Montano had an outstanding balance of \$9,500.00.

29 **DISCIPLINARY CONSIDERATIONS**

30 43. To determine the degree of discipline, if any, to be imposed on Respondent Colima
31 and Respondent Montano, Complainant alleges, as follows:

32 a. On or about November 5, 2024, a probation conference was held with Respondent
33 Colima and Respondent Montano to discuss methods by which they plan to achieve and maintain
34 compliance with the terms and conditions of probation. It was further discussed that Respondents

1 Colima and Montano were not in compliance with cost recovery payments. Respondents Colima
2 and Montano were advised that failure to comply with the Automotive Repair Act and other
3 applicable statutes may result in disciplinary action.

4 b. On or about October 17, 2025, a probation conference was held with Respondent
5 Colima and Respondent Montano to discuss methods by which they plan to achieve and maintain
6 compliance with the terms and conditions of probation. It was further discussed that Respondents
7 Colima and Montano were not in compliance with cost recovery payments. Respondents Colima
8 and Montano were advised that failure to comply with the Automotive Repair Act and other
9 applicable statutes may result in disciplinary action.

10 OTHER MATTERS

11 44. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,
12 or place on probation the registrations for all places of business operated in this state by Rodolfo
13 Cobian Montano, also known as Rodolfo Montano Cobian, upon a finding that he has or is
14 engaged in a course of repeated and willful violation of the laws and regulations pertaining to an
15 automotive repair dealer.

16 45. Pursuant to Health and Safety Code section 44072.8, if Smog Check Station License
17 Number RC 256824, issued to Rodolfo Cobian Montano, also known as Rodolfo Montano
18 Cobian, doing business as Colima Auto Smog and Repair Shop, is revoked or suspended, any
19 additional license issued under this chapter in the name of said licensee may be likewise revoked
20 or suspended by the director.

21 46. Pursuant to Chapter 5, Part 5, Division 26 of Health and Safety Code section 44072.8,
22 if Smog Check Inspector License No. EO 632544 and Smog Check Repair Technician License
23 No. EI 632544, issued to Rodolfo Cobian Montano, also known as Rodolfo Montano Cobian, are
24 revoked or suspended, any additional license issued under this chapter in the name of said
25 licensee may be likewise revoked or suspended by the director.

26 ///

27 ///

28 ///

PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters alleged in this Accusation and Petition to Revoke Probation, and that following the hearing, the Director of the Department of Consumer Affairs issue a decision:

1. Revoking the probation that was granted by the Bureau of Automotive Repair in Case No. 77/22-14892 and imposing the disciplinary order that was stayed thereby revoking Automotive Repair Dealer Registration No. ARD 256824 and Smog Check Test and Repair Station License No. RC 256824 issued to Rodolfo Montano Cobian, also known as Rodolfo Montano Cobian, doing business as Colima Auto Smog and Repair Shop;

2. Revoking or suspending Automotive Repair Dealer Registration No. ARD 256824, issued to Rodolfo Montano Cobian, doing business as Colima Auto Smog and Repair Shop;

3. Revoking or suspending Smog Check, Test-and-Repair, Station License No. RC 256824, issued to Rodolfo Montano Cobian, also known as Rodolfo Montano Cobian, doing business as Colima Auto Smog and Repair Shop.

4. Revoking or suspending any other automotive repair dealer registration issued to Rodolfo Montano Cobian, also known as Rodolfo Montano Cobian.

5. Revoking the probation that was granted by the Bureau of Automotive Repair in Case No. 77/22-14892 and imposing the disciplinary order that was stayed thereby revoking Smog Check Inspector License No. EO 632544 and Smog Check Repair Technician License No. EI 632544 issued to Rodolfo Cobian Montano, also known as Rodolfo Montano Cobian;

6. Revoking or suspending Smog Check Inspector License No. EO 632544, issued to Rodolfo Cobian Montano, also known as Rodolfo Montano Cobian;

7. Revoking or suspending Smog Check Repair Technician License No. EI 632544, issued to Rodolfo Montano Cobian, also known as Rodolfo Cobian Montano.

8. Revoking any other license under Chapter 5 of Part 5 of Division 26 of the Health and Safety Code in the name of Rodolfo Cobian Montano, also known as Rodolfo Montano Cobian;

9. Ordering Rodolfo Montano Cobian, doing business as Colima Auto Smog and Repair Shop, and Rodolfo Cobian Montano, also known as Rodolfo Montano Cobian, to pay the Director

1 of the Department of Consumer Affairs the reasonable costs of investigation and enforcement of
2 this case, pursuant to Business and Professions Code section 125.3; and,

3 10. Taking such other and further action as deemed necessary and proper.
4
5

6
7 DATED: As of Digital Signature Date _____

Dorais,
Patrick@DCA

Digitally signed by
Dorais, Patrick@DCA
Date: 2026.09.23
21:51:01 -07'00'

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

8
9
10
11 SA2026303426
45182838
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Decision and Order

Bureau of Automotive Repair Case No. 77/22-14892