

**BEFORE THE DIRECTOR OF THE
DEPARTMENT OF CONSUMER AFFAIRS
BUREAU OF AUTOMOTIVE REPAIR**

STATE OF CALIFORNIA

In the Matter of the Accusation Against:

ROBERT B. CROWN-PRESIDENT, DAN WALLIS-SECRETARY-CROWN DODGE dba CROWN

DODGE CHRYSLER JEEP RAM

6300 King Drive

Ventura, CA 93003-7211

Automotive Repair Dealer Registration No. ARD 68424

Respondent.

Case No. 77/21-11368

OAH No. 2022060684

In the Matter of the Statement of Issues Against:

ROBERT B. CROWN-PRESIDENT, DAN WALLIS-SECRETARY-CROWN DODGE dba CROWN

DODGE CHRYSLER JEEP RAM

Smog Check Test and Repair Station License Applicant

Respondent.

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Case No. 77/22-12398

DECISION

The attached Stipulated Settlement and Disciplinary Order is hereby accepted and adopted by the Director of the Department of Consumer Affairs as the Decision in the above-entitled matter.

This Decision shall become effective on MAY 16 2023.

DATED: April 10, 2023



GRACE ARUPO RODRIGUEZ
Assistant Deputy Director
Legal Affairs Division
Department of Consumer Affairs

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Attorney General of California
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9 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**

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14 **ROBERT B. CROWN-PRESIDENT,**
15 **DAN WALLIS-SECRETARY-CROWN**
16 **DODGE DBA CROWN DODGE**
17 **CHRYSLER JEEP RAM**
18 **6300 King Drive**
19 **Ventura, CA 93003-7211**

20 **Automotive Repair Dealer Registration No.**
21 **ARD 68424**

22 Respondent.

23 In the Matter of the Statement of Issues
24 Against:

25 **ROBERT B. CROWN-PRESIDENT,**
26 **DAN WALLIS-SECRETARY-CROWN**
27 **DODGE DBA CROWN DODGE**
28 **CHRYSLER JEEP RAM**

Smog Check Test and Repair Station
License Applicant

Respondent.

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Case No. 77/21-11368

OAH No. 2022060684

Case No. 77/22-12398

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

1 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
2 entitled proceedings that the following matters are true:

3 **PARTIES**

4 1. Patrick Dorais (“Complainant”) is the Chief of the Bureau of Automotive Repair
5 (“Bureau”). He brought this action solely in his official capacity and is represented in this matter
6 by Rob Bonta, Attorney General of the State of California, by Michael Brown, Deputy Attorney
7 General.

8 2. Respondent Robert B. Crown-President, Dan Wallis, Secretary-Crown Dodge dba
9 Crown Dodge Chrysler Jeep Ram (“Respondent”) is representing itself in this proceeding and has
10 chosen not to exercise its right to be represented by counsel.

11 3. In 1979, the Bureau issued Automotive Repair Dealer Registration No. ARD 68424
12 to Respondent. The Automotive Repair Dealer Registration was in full force and effect at all
13 times relevant to the charges brought in Accusation No. 77/21-11368, and will expire on March
14 31, 2023, unless renewed.

15 4. On or about August 17, 2022, Respondent filed an application dated August 4, 2022,
16 with the Bureau to obtain a Smog Check Test and Repair Station License. The Bureau denied the
17 application on September 15, 2022.

18 **JURISDICTION**

19 5. Accusation No. 77/21-11368 was filed before the Director of the Department of
20 Consumer Affairs (“Director”), and is currently pending against Respondent. The Accusation
21 and all other statutorily required documents were properly served on Respondent on April 19,
22 2022. Respondent timely filed its Notice of Defense contesting the Accusation.

23 6. A copy of Accusation No. 77/21-11368 is attached as exhibit A and incorporated
24 herein by reference.

25 7. Statement of Issues No. 77/22-12398 was filed before the Director, and is currently
26 pending against Respondent. The Statement of Issues and all other statutorily required
27 documents were properly served on Respondent on December 8, 2022

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8. A copy of Statement of Issues No. 77/22-12398 is attached as exhibit B and incorporated herein by reference.

ADVISEMENT AND WAIVERS

9. Respondent has carefully read, and understands the charges and allegations in Accusation No. 77/21-11368 and Statement of Issues No. 77/22-12398. Respondent has also carefully read, and understands the effects of this Stipulated Settlement and Disciplinary Order.

10. Respondent is fully aware of its legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation and Statement of Issues; the right to be represented by counsel at its own expense; the right to confront and cross-examine the witnesses against them; the right to present evidence and to testify on its own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

11. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

12. Respondent understands and agrees that the charges and allegations in Accusation No. 77/21-11368, if proven at a hearing, constitute cause for imposing discipline upon its Automotive Repair Dealer Registration.

13. Respondent understands and agrees that the charges and allegations in Statement of Issues No. 77/22-12398, if proven at a hearing, constitute cause for denying its application for a Smog Check Test and Repair Station License.

14. For the purpose of resolving the Accusation and the Statement of Issues without the expense and uncertainty of further proceedings, Respondent agrees that, at a hearing, Complainant could establish a factual basis for the charges in the Accusation and the Statement of Issues, and that Respondent hereby gives up its right to contest those charges.

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15. Respondent agrees that its Automotive Repair Dealer Registration is subject to discipline and they agree to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

16. Respondent agrees that its Smog Check Test and Repair Station License is subject to denial and they agree to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

17. This stipulation shall be subject to approval by the Director or the Director's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Bureau of Automotive Repair may communicate directly with the Director and staff of the Department of Consumer Affairs regarding this stipulation and settlement, without notice to or participation by Respondent. By signing the stipulation, Respondent understands and agrees that they may not withdraw its agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

18. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

19. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

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20. In consideration of the foregoing admissions and stipulations, the parties agree that the Director may, without further notice or formal proceeding, issue and enter the following Disciplinary Orders:

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 68424 issued to Respondent Robert B. Crown-President, Dan Wallis, Secretary-Crown Dodge dba Crown Dodge Chrysler Jeep Ram is revoked. However, the revocation is stayed and Respondent is placed on probation for four (4) years on the following terms and conditions:

1. **Obey All Laws.** During the period of probation, Respondent shall comply with all federal and state statutes, regulations and rules governing all BAR registrations and licenses held by Respondent.

2. **Quarterly Reporting.** During the period of probation, Respondent shall report either by personal appearance or in writing as determined by BAR on a schedule set by BAR, but no more frequently than once each calendar quarter, on the methods used and success achieved in maintaining compliance with the terms and conditions of probation.

3. **Report Financial Interests.** Respondent shall, within 30 days of the effective date of the decision and within 30 days from the date of any request by BAR during the period of probation, report any financial interest which any Respondent or any partners, officers, or owners of any Respondent facility may have in any other business required to be registered pursuant to Section 9884.6 of the Business and Professions Code.

4. **Access to Examine Vehicles and Records.** Respondent shall provide BAR representatives unrestricted access to examine all vehicles (including parts) undergoing service, inspection, or repairs, up to and including the point of completion. Respondent shall also provide BAR representatives unrestricted access to all records pursuant to BAR laws and regulations.

5. **Tolling of Probation.** If, during probation, Respondent leaves the jurisdiction of California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction of California, Respondent shall notify BAR in writing within 10 days of the dates of departure and return, and of the dates of cessation and resumption of business in California. All provisions

1 of probation other than cost reimbursement requirements, restitution requirements, training
2 requirements, and that Respondent obey all laws, shall be held in abeyance during any period of
3 time of 30 days or more in which Respondent is not residing or engaging in business within the
4 jurisdiction of California. All provisions of probation shall recommence on the effective date of
5 resumption of business in California. Any period of time of 30 days or more in which
6 Respondent is not residing or engaging in business within the jurisdiction of California shall not
7 apply to the reduction of this probationary period or to any period of actual suspension not
8 previously completed. Tolling is not available if business or work relevant to the probationary
9 license or registration is conducted or performed during the tolling period.

10 **6. Violation of Probation.** If Respondent violates or fails to comply with the terms and
11 conditions of probation in any respect, the Director, after giving notice and opportunity to be
12 heard may set aside the stay order and carry out the disciplinary order provided in the decision.
13 Once Respondent is served notice of BAR's intent to set aside the stay, the Director shall maintain
14 jurisdiction, and the period of probation shall be extended until final resolution of the matter.

15 **7. Maintain Valid License.** Respondent shall, at all times while on probation, maintain
16 a current and active registration and/or license(s) with BAR, including any period during which
17 suspension or probation is tolled. If Respondent's registration or license is expired at the time the
18 decision becomes effective, the registration or license must be renewed by Respondent within 30
19 days of that date. If Respondent's registration or license expires during a term of probation, by
20 operation of law or otherwise, then upon renewal Respondent's registration or license shall be
21 subject to any and all terms and conditions of probation not previously satisfied. Failure to
22 maintain a current and active registration and/or license during the period of probation shall also
23 constitute a violation of probation.

24 **8. Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$12,500.00
25 for the reasonable costs of the investigation and enforcement of case No. 77/21-11368.
26 Respondent shall make thirty-six (36), the first thirty-five (35) payments of \$347.22 with the last
27 payment being \$347.30, beginning the month of the effective date of the Director's Decision and
28 Order. Any agreement for a scheduled payment plan shall require full payment to be completed

1 no later than six (6) months before probation terminates. Respondent shall make payment by
2 check or money order payable to the Bureau of Automotive Repair and shall indicate on the
3 check or money order that it is for cost recovery payment for case No. 77/21-11368. Any order
4 for payment of cost recovery shall remain in effect whether or not probation is tolled. Probation
5 shall not terminate until full cost recovery payment has been made. BAR reserves the right to
6 pursue any other lawful measures in collecting on the costs ordered and past due, in addition to
7 taking action based upon the violation of probation.

8 **9. Completion of Probation.** Upon successful completion of probation, Respondent's
9 affected registration and/or license will be fully restored or issued without restriction, if
10 Respondent meets all current requirements for registration or licensure and has paid all
11 outstanding fees, monetary penalties, or cost recovery owed to BAR.

12 **10. License Surrender.** Following the effective date of a decision that orders a stay of
13 invalidation or revocation, if Respondent ceases business operations or is otherwise unable to
14 satisfy the terms and conditions of probation, Respondent may request that the stay be vacated.
15 Such request shall be made in writing to BAR. The Director and the BAR Chief reserve the right
16 to evaluate the Respondent's request and to exercise discretion whether to grant the request or
17 take any other action deemed appropriate or reasonable under the circumstances. Upon formal
18 granting of the request, the Director will vacate the stay order and carry out the disciplinary order
19 provided in the decision. Respondent may not petition the Director for reinstatement of the
20 surrendered registration and/or license, or apply for a new registration or license under the
21 jurisdiction of BAR at any time before the date of the originally scheduled completion of
22 probation. If Respondent applies to BAR for a registration or license at any time after that date,
23 Respondent must meet all current requirements for registration or licensure and pay all
24 outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

25 **11. Training Course.** Within 60 days of the effective date of a decision, Respondent's
26 service writers shall attend a Write It Right presentation provided by a Bureau Representative, at
27 the location, date, and time determined by the Bureau.

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16 days of that date. If Respondent's registration or license expires during a term of probation, by
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7 probation. If Respondent applies to BAR for a registration or license at any time after that date,
8 Respondent must meet all current requirements for registration or licensure and pay all
9 outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

10 **ACCEPTANCE**

11 I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the
12 stipulation and the effect it will have on my Automotive Repair Dealer Registration and Smog
13 Check Test and Repair Station License. I enter into this Stipulated Settlement and Disciplinary
14 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order
15 of the Director of the Department of Consumer Affairs.

16
17 DATED: February 10, 2023

Signed Copy on File

18 ROBERT B. CROWN-PRESIDENT,
19 DAN WALLIS-SECRETARY-CROWN DODGE
DBA CROWN DODGE CHRYSLER JEEP RAM
20 *Respondent*

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1 **ENDORSEMENT**

2 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
3 submitted for consideration by the Director of the Department of Consumer Affairs.

4 DATED: February 14, 2023

Respectfully submitted,

5 ROB BONTA
6 Attorney General of California
7 NANCY A, KAISER
Supervising Deputy Attorney General

8 Signed Copy on File

9
10 MICHAEL BROWN
11 Deputy Attorney General
Attorneys for Complainant

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15 Crown Dodge's Stipulated Settlement and Disciplinary Order.docx