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8  
9 **BEFORE THE**  
**DEPARTMENT OF CONSUMER AFFAIRS**  
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**  
11 **STATE OF CALIFORNIA**

12  
13 In the Matter of the Accusation Against:

Case No. 77/16-20001

14 **ADVANCE TECH COLLISION, DBA**  
**ADVANCE TECH COLLISION**  
15 **KARI L. SOLEM,**  
**PRESIDENT/SECRETARY/TREASURER**  
16 966 Piner #A  
Santa Rosa, CA 95403

**ACCUSATION**

17 **Automotive Repair Dealer Registration No.**  
18 **ARD 239976**

19 **ADVANCE TECH COLLISION, DBA**  
**ADVANCE TECH COLLISION**  
20 **KARI L. SOLEM,**  
**PRESIDENT/SECRETARY/TREASURER**  
21 369 Todd Road  
Santa Rosa, CA 95407

22 **Automotive Repair Dealer Registration No.**  
23 **ARD 239977**

24 Respondents.

1 **PARTIES**

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

4 2. In 2005, the Bureau of Automotive Repair issued Automotive Repair Dealer  
5 Registration Number ARD 239976 to Advance Tech Collision, Kari L. Solem,  
6 President/Secretary/Treasurer dba Advance Tech Collision (Respondent ATC). The Automotive  
7 Repair Dealer Registration was in full force and effect at all times relevant to the charges brought  
8 in this Accusation, and will expire on June 30, 2020, unless renewed.

9 3. In 2005, the Bureau of Automotive Repair issued Automotive Repair Dealer  
10 Registration Number ARD 239977 to Advance Tech Collision, Kari L. Solem,  
11 President/Secretary/Treasurer, dba Advance Tech Collision (Respondent ATC Todd Road). The  
12 Automotive Repair Dealer Registration expired on October 17, 2018, and has not been renewed.

13 **JURISDICTION**

14 4. This Accusation is brought before the Director of the Department of Consumer  
15 Affairs (Director) for the Bureau of Automotive Repair, under the authority of the following laws.  
16 All section references are to the Business and Professions Code (Code) unless otherwise  
17 indicated.

18 5. Code section 118, subdivision (b), provides that the  
19 suspension/expiration/surrender/cancellation of a license shall not deprive the  
20 Board/Registrar/Director of jurisdiction to proceed with a disciplinary action during the period  
21 within which the license may be renewed, restored, reissued or reinstated.

22 6. Code section 9884.7 provides, in pertinent part, that the Director may suspend or  
23 revoke any license issued under Articles 5 and 6 (commencing with section 9887.1) of the  
24 Automotive Repair Act.

25 7. Code section 9884.13 provides, in pertinent part, that the expiration of a valid  
26 registration shall not deprive the director or chief of jurisdiction to proceed with a disciplinary  
27 proceeding against an automotive repair dealer or to render a decision invalidating a registration  
28 temporarily or permanently.



1 the additional parts and labor and the total additional cost, and shall do either of the  
2 following:

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

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

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

10 \_\_\_\_\_

11 (signature or initials)

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

15 11. Code section 9884.11 states that [e]ach automotive repair dealer shall maintain any  
16 records that are required by regulations adopted to carry out this chapter [the Automotive Repair  
17 Act]. Those records shall be open for reasonable inspection by the chief or other law  
18 enforcement officials. All of those records shall be maintained for at least three years.

19 12. Code section 9884.17 states that [t]he bureau shall design and approve of a sign  
20 which shall be placed in all automotive repair dealer locations in a place and manner conspicuous  
21 to the public. That sign shall give notice that inquiries concerning service may be made to the  
22 bureau and shall contain the telephone number and Internet Web site address of the bureau. The  
23 sign shall also give notice that the customer is entitled to a return of replaced parts upon his or her  
24 request therefor at the time the work order is taken.

### 25 **REGULATORY PROVISIONS**

26 13. California Code of Regulations, title 16, section 3351.1, subdivision (d), states:

27 (d) Change of Business Name, Address, and/or Corporate Officers or Directors. In the  
28 event of a change in the business name (not involving any change in ownership), corporate  
officers or directors, and/or business or mailing address the licensee or registrant shall  
submit to the bureau a Change of Name/Address/Corporate Officers or Directors, Form R-5  
(Rev. 10/14), which is hereby incorporated by reference within 14 calendar days or the  
license and/or registration shall cease to be valid. A replacement certificate will be issued  
for the balance of the unexpired term of the registration without charge. Any change in the  
members of a Limited Liability Company (LLC) requires a new application and fees, unless

1 the LLC articles of incorporation expressly indicate that a change of members does not  
2 constitute a change of business.”

3 14. California Code of Regulations, title 16, section 3351.3, subdivision (a), states:

4 (a) Except as provided in subsection (b), all automotive repair dealers shall display  
5 the following in a place and manner conspicuous to their customers:

6 (1) A current and valid certificate of registration as an automotive repair dealer issued  
7 by the bureau; and

8 (2) An official automotive repair dealer's sign, which meets the specifications of the  
9 Act and Section 3351.4 of this article. In the event there are multiple facilities, an official  
10 automotive repair dealer's sign shall be displayed in a place and manner conspicuous to all  
11 customers at each location.

12 15. California Code of Regulations, title 16, section 3354, subdivision (b) states:

13 (b) Revising an Itemized Work Order. If the customer has authorized repairs  
14 according to a work order on which parts and labor are itemized, the automotive repair  
15 dealer shall not change the method of repair or parts supplied without written, oral, or  
16 electronic authorization from the customer. The authorization from the customer shall be  
17 recorded as provided in section 3353.1 and section 9884.9 of the Business and Professions  
18 Code.<sup>1</sup>

19 16. California Code of Regulations, title 16, section 3358, subdivision (c), states that  
20 “[a]ll work orders and/or contracts for repairs, parts and labor, including all records  
21 supplementing the work order and created to obtain additional authorization from the customer  
22 for any additional repairs estimated.”

23 17. California Code of Regulations, title 16, section 3365, subdivision (a), states:

24 The accepted trade standards for good and workmanlike auto body and frame repairs  
25 shall include, but not be limited to, the following:

26 (a) Repair procedures including but not limited to the sectioning of component parts,  
27 shall be performed in accordance with OEM service specifications or nationally distributed  
28 and periodically updated service specifications that are generally accepted by the autobody  
repair industry.

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<sup>1</sup> California Code of Regulations, section 3354 was filed and effective September 13, 2018, pursuant to Government Code section 11323.4(b)(3). The requirements for revising an itemized work order was stated under the former California Code of Regulations, title 16, section 3353, subdivision (e).

1 18. California Code of Regulations, title 16, section 3371, states:

2 No dealer shall publish, utter, or make or cause to be published, uttered, or made any  
3 false or misleading statement or advertisement which is known to be false or misleading, or  
4 which by the exercise of reasonable care should  
5 be known to be false or misleading. Advertisements and advertising signs shall clearly  
6 show the following:

7 (a) Firm Name and Address. The dealer's firm name and address as they appear on  
8 the State registration certificate as an automotive repair dealer; and

9 (b) Telephone Number. If a telephone number appears in an advertisement or on an  
10 advertising sign, this number shall be the same number as that listed for the dealer's firm  
11 name and address in the telephone directory, or in the telephone company records if such  
12 number is assigned to the dealer subsequent to the publication of such telephone directory.

13 19. California Code of Regulations, title 16, section 3373, states that "[n]o automotive  
14 repair dealer or individual in charge shall, in filling out an estimate, invoice, or work order, or  
15 record required to be maintained by section 3340.15(e) of this chapter, withhold therefrom or  
16 insert therein any statement or information which will cause any such document to be false or  
17 misleading, or where the tendency or effect thereby would be to mislead or deceive customers,  
18 prospective customers, or the public."

#### 19 **COST RECOVERY**

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

#### 24 **FACTUAL ALLEGATIONS**

25 21. On November 9, 2015, the Bureau received a consumer complaint filed against  
26 Respondent ATC Todd Road. Bureau Representative (BR 1) investigated the consumer  
27 complaint and based upon his findings, he decided to further investigate Respondent's business  
28 practices. BR 1 requested insurance claim files from multiple companies for vehicles repaired by  
Respondent ATC and Respondent ATC Todd Road. BR 1 used the claim files to re-inspect four  
vehicles serviced by Respondent ATC and Respondent ATC Todd Road between 2016 and 2017.  
BR 1's investigation revealed that Respondents violated numerous provisions of the Business and

1 Professions Code and the California Code of Regulations. In addition, Bureau Representative 2  
2 (BR 2) investigated a consumer complaint filed against Respondent in 2018. BR 2's investigation  
3 revealed additional violations by Respondent ATC. The details of these investigations are set  
4 forth below.

5 **VEHICLE 1**

6 22. On March 9, 2017, BR 1 received an Allstate claim file related to a 2007 BMW  
7 (Vehicle 1) owned by Victim 1 (V 1), which was repaired by Respondent ATC Todd Road in  
8 2016. On March 10, 2017, BR 1 visited Respondent ATC Todd Road and discovered that it  
9 appeared to be out of business. There was a note taped to the door indicating that they were out  
10 on an errand, and listed a phone number to call. BR 1 left and drove over to Respondent ATC's  
11 location on Piner Road. BR 1 spoke to Respondent ATC's Responsible Managing Employee  
12 (RME) Brian Donahue (Donahue), regarding the repair records for Vehicle 1. Donahue stated  
13 that the Respondent ATC Todd Road was no longer in business, but that he could have the repair  
14 records related to Vehicle 1 ready for BR 1's inspection by March 13, 2017. BR 1 completed a  
15 Station Inspection Report, which Donahue signed and checked a box indicating that he was the  
16 "owner" of Respondent ATC. BR 1 checked the Secretary of State's website and found that Kari  
17 L. Solem (Solem) was listed as Respondent ATC's CEO, and Donahue was listed as Respondent  
18 ATC's Secretary and CFO. Both Solem and Donahue were listed as directors.<sup>2</sup> BR 1 returned to  
19 Respondent ATC's facility on March 13, 2017, to review its repair records related to Vehicle 1,  
20 however Respondent ATC did not have the records ready.

21 23. BR 1 contacted V 1 and arranged to meet with him on March 14, 2017, to inspect  
22 Vehicle 1. V 1 stated that someone from Respondent ATC's shop called him on March 10, 2017,  
23 and offered to address any problems with the repairs they performed. V 1 complained that  
24 Vehicle 1's manual transmission made noise when shifting, and the exhaust rattled when starting  
25 the engine. V 1 ultimately declined to allow BR 1 to inspect Vehicle 1, stating that he was  
26

27 <sup>2</sup> On September 11, 2018, Respondent filed for a change of corporate officers to show  
28 Donahue holding the positions of CEP, Secretary, and CFO. Both Solem and Donahue were  
listed as directors.

1 concerned that such an inspection would jeopardize Respondent ATC's offer to perform  
2 corrective repairs. V 1 planned to return Vehicle 1 to Respondent ATC for an inspection.

3 24. BR 1 returned to Respondent ATC's facility on March 17, 2017, to inspect the  
4 records for Vehicle 1, which again were unavailable. During his visit, BR 1 noticed that Vehicle  
5 1 was present at the facility. BR 1 asked Donahue if he could see Vehicle 1, which was on a  
6 hoist, but not raised up. Donahue refused, stating that he wanted to inspect the vehicle first. BR  
7 1 completed a Station Inspection Report, which Donahue refused to sign.

8 25. BR 1 finally obtained Respondent ATC's records for Vehicle 1 on March 23, 2017.  
9 BR 1 compared Respondent ATC's Preliminary Supplement 3 Summary (Preliminary  
10 Supplement) with its estimate and final bill and discovered discrepancies in the charges for parts  
11 and services performed. On March 27, 2017, BR 1 inspected Vehicle 1 at Respondent ATC's  
12 facility. BR 1 used Allstate's Supplement of Record 3 Summary (Allstate's Summary) as a guide  
13 for the inspection. BR 1 noted that Allstate's Summary specified replacing the transmission with  
14 a recycled part. During the inspection, BR 1 observed the rear underside of the transmission  
15 where part of the case was broken off. The same transmission damage was shown in the claim  
16 file photographs, indicating that the transmission was not replaced as specified. BR 1 could not  
17 verify whether Respondent completed the other repairs listed on the Allstate Summary because  
18 doing so would have required removing various parts for a more in-depth inspection.

19 26. BR 1 met with Solem and Donahue on April 4, 2017 to review records and repairs on  
20 Vehicle 1. Solem and Donahue admitted that Vehicle 1 was not repaired as specified on  
21 Allstate's Summary, and that they used some of Allstate's payments to upgrade parts rather than  
22 perform the specified repairs. Donahue circled and highlighted a copy of Allstate's Summary to  
23 indicate the parts and labor that Respondent ATC Todd Road did not actually perform, including  
24 the transmission. BR 1 determined that Respondent ATC Todd Road performed \$4,802.13 worth  
25 of fraudulent repairs on Vehicle 1.

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1 **FIRST CAUSE FOR DISCIPLINE**

2 (Conduct Constituting Fraud)

3 27. Respondent ATC Todd Road has subjected its Automotive Repair Dealer Registration  
4 to disciplinary action under Code section 9884.7, subdivision (a)(4), in that it engaged in fraud  
5 when it accepted payment from an Allstate for repairs that were not performed as specified. The  
6 circumstances are set forth in paragraphs 22 through 26, above.

7 **SECOND CAUSE FOR DISCIPLINE**

8 (Failure to Comply with Automotive Repair Act & Regulations)

9 28. Respondent ATC Todd Road has subjected its Automotive Repair Dealer Registration  
10 to disciplinary action under Code section 9884.7, subdivision (a)(6), in that in that it failed to  
11 comply with provisions of the Automotive Repair Act or regulations adopted pursuant to it. The  
12 circumstances are set forth in paragraphs 22 through 26, above.

13 a. Cal. Code Regs., tit. 16, § 3371 – Respondent ATC Todd Road made untrue or  
14 misleading statements when it originally stated that Vehicle 1 had been repaired as specified in  
15 the insurance claim, when in fact it was not.

16 b. Cal. Code Regs., tit. 16, § 3373 – Respondent ATC Todd Road inserted false or  
17 misleading statements in its records by indicating that it had performed repairs as specified in the  
18 insurance claim, when in fact it had not.

19 **VEHICLE 2**

20 29. On September 8, 2017, BR 1 received a claim file from State Farm, which included a  
21 State Farm Supplement of Record 5 with Summary (State Farm Summary) that specified repairs  
22 for a 2014 Subaru (Vehicle 2) owned by Victim 2 (V 2) and Victim 3 (V 3). BR 1 later received  
23 copies of three checks issued to Respondent ATC by State Farm, which totaled \$16,506.74.

24 30. BR 1 visited V 2 and V 3’s residence on December 21, 2017, to inspect Vehicle 2.  
25 BR 1 used the State Farm Summary as a guide for the inspection. The State Farm Summary  
26 specified replacement of Vehicle 2’s right and left rail assemblies. BR 1 found factory seam  
27 sealant and spot welds intact on the forward sections of the assemblies, indicating that they were  
28 not replaced as specified. The rear part of both assemblies had seam sealer that was not original,

1 indicating that Respondent ATC sectioned the parts rather than replacing them as an assembly as  
2 specified. During a subsequent inspection, BR 1 found factory spot welds that were intact. These  
3 would have been removed and re-welded if the complete assembly was replaced as specified.  
4 Because the right rail assembly was not replaced, there were additional services that Respondent  
5 ATC did not actually perform, such as paint and labor.

6 31. V 2 told BR 1 that he had to return Vehicle 2 to Respondent ATC twice for various  
7 warranty repairs. One of the most significant issues was that both rear doors were not properly  
8 aligned and they protruded from the quarter panel. V 3 expected Respondent ATC to repair  
9 Vehicle 2 to its pre-accident condition as paid for by State Farm.

10 32. BR 1 requested the repair records for Vehicle 2 from Respondent ATC, which  
11 Donahue provided on January 5, 2018. BR 1 inspected Vehicle 2 a second time and found  
12 additional discrepancies. The State Farm Summary specified replacement of corrosion protection  
13 self-etching primer. BR 1 found corrosion on welds inside of the right and left quarter panel “D”  
14 pillars where repairs were performed. Respondent ATC failed to restore corrosion protection.  
15 BR 1 determined that Respondent ATC performed \$1,930.12 worth of fraudulent repairs.

16 **THIRD CAUSE FOR DISCIPLINE**

17 (Untrue or Misleading Statements)

18 33. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
19 disciplinary action under Code section 9884.7, subdivision (a)(1), in that it made untrue or  
20 misleading statements when it provided documents to V 3 and BR 1 indicating that it had  
21 performed repairs as specified, when in fact it had not. The circumstances are set forth in  
22 paragraphs 29 to 32, above.

23 **FOURTH CAUSE FOR DISCIPLINE**

24 (Conduct Constituting Fraud)

25 34. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
26 disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent ATC  
27 engaged in conduct constituting fraud when it estimated and received payment for repairs it did  
28 not perform. The circumstances are set forth in paragraphs 29 to 32, above.

1 **FIFTH CAUSE FOR DISCIPLINE**

2 (Failure to Comply with Automotive Repair Act & Regulations)

3 35. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
4 disciplinary action under Code section 9884.7, subdivision (a)(6), in that in that it failed to  
5 comply with provisions of the Automotive Repair Act or regulations adopted pursuant to it. The  
6 circumstances are set forth in paragraphs 29 to 32, above.

7 a. Cal. Code Regs., tit. 16, § 3354, subd. (b) – Respondent ATC failed to obtain or  
8 document, or both, customer authorization for changed method of repair.

9 b. Cal. Code Regs., tit. 16, § 3365, subd. (b) – Respondent ATC failed to apply  
10 corrosion protection to welded parts of the vehicle as set forth in paragraph 30 to 33, above.

11 c. Cal. Code of Regs., tit. 16, § 3371 – Respondent ATC made untrue or misleading  
12 statements when Donahue stated that Respondent ATC repaired Vehicle 2 as shown on the  
13 invoice, when in fact it had not.

14 d. Cal. Code of Regs., tit. 16, § 3373 – Respondent ATC created false or misleading  
15 records by indicating that it had performed repairs on Vehicle 2, when in fact it did not perform  
16 the repairs as specified.

17 **SIXTH CAUSE FOR DISCIPLINE**

18 (Willful Departure from Accepted Trade Standards)

19 36. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
20 disciplinary action under Code section 9884.7, subdivision (a)(7), in that it failed to follow  
21 industry standards for good and workmanlike auto body repairs by failing to restore corrosion  
22 protection to welded parts of Vehicle 2. The circumstances are set forth in further detail in  
23 paragraphs 29 to 32, above.

24 **SEVENTH CAUSE FOR DISCIPLINE**

25 (Failure to Provide Written Estimates)

26 37. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
27 disciplinary action under Code section 9884.9, subdivision (a), in that Respondent ATC failed to  
28 obtain or document, or both, authorization from the customer for changing the method of repair

1 for Vehicle 2 from the original estimate. The circumstances are set forth in further detail in  
2 paragraphs 29 to 32, above.

3 **VEHICLE 3**

4 38. On June 8, 2017, BR 1 received an insurance claim file from CSAA that contained  
5 documents related to a claim for a 2015 GMC (Vehicle 3) owned by Victim 4 (V 4). The  
6 Estimate of Record (EOR) totaled \$15,143.64, and listed a \$750.00 deductible. On March 14,  
7 2018, BR 1 went to V 4's home to inspect Vehicle 3 using the EOR as a guide. V 4 had the  
8 repairs performed by Respondent ATC, and he expected Respondent ATC to restore Vehicle 3 to  
9 its pre-accident condition and in accordance with industry trade standards.

10 39. BR 1's inspection revealed numerous discrepancies as follows:

11 a. The EOR specified removing and replacing the left fender apron assembly. BR 1  
12 found that the apron had not been replaced as specified because an area on the apron was  
13 distorted, and the original spot welds were broken or stressed. Spot welds that attach the apron to  
14 the adjacent inner rocker panel were original and had not been removed, which would have been  
15 required to replace the apron. BR 1 observed that the finish in the area adjacent to the inner  
16 rocker panel was identical to the right side apron. Where BR 1 could see the apron from the  
17 engine compartment, BR 1 found old finish that was peeling, indicating that the part was not  
18 replaced or refinished as specified.

19 b. BR 1 observed that the front seam on the left and right side aprons, where they are  
20 welded to the adjacent lower tie bar, appeared to have replacement welds and new white sealant.  
21 The lower tie bar appeared new, but was not listed for replacement on the EOR. Respondent  
22 ATC later provided BR 1 with an invoice for those repairs. The invoice provided by Respondent  
23 ATC still listed replacement of the left apron, but added replacement of the lower tie bar.

24 c. The EOR also specified refinishing of the left fender apron. BR 1 observed that the  
25 left apron was not replaced with a new part, nor was it refinished as specified.

26 40. After several visits to Respondent ATC's facility, BR 1 finally obtained Respondent  
27 ATC's claim file pertaining to Vehicle 3. Donahue represented the claim file as being complete  
28 and confirmed that Respondent ATC repaired Vehicle 3 as invoiced. BR 1 compared the parts

1 invoices provided by Respondent ATC to the EOR. BR 1 noted that the left apron, which he  
2 determined was not replaced, was listed on an invoice from a Chevrolet dealer. BR 1 visited the  
3 Chevrolet dealer and spoke with the parts manager. The parts manager confirmed that  
4 Respondent ATC purchased the N-panel for the left apron, but later returned it on June 2, 2017.  
5 BR 1 determined that Respondent ATC performed \$937.75 worth of fraudulent repairs on  
6 Vehicle 3.

7 **EIGHTH CAUSE FOR DISCIPLINE**

8 (Untrue or Misleading Statements)

9 41. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
10 disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent ATC  
11 provided documents to the Bureau indicating that it had performed repairs as specified, when in  
12 fact it did not. The circumstances are set forth above in paragraphs 38 through 40.

13 **NINTH CAUSE FOR DISCIPLINE**

14 (Conduct Constituting Fraud)

15 42. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
16 disciplinary action under Code section 9884.7, subdivision (a)(4), in that they committed fraud  
17 when they received payment for repairs that they did not perform. The circumstances are set  
18 forth above in paragraphs 38 through 40.

19 **TENTH CAUSE FOR DISCIPLINE**

20 (Failure to Comply with Automotive Repair Act & Regulations)

21 43. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
22 disciplinary action under Code section 9884.7, subdivision (a)(6), in that in that it failed to  
23 comply with provisions of the Automotive Repair Act or regulations adopted pursuant to it. The  
24 circumstances are set forth above in further detail in paragraphs 38 through 40.

25 a. Cal. Code Regs., tit. 16, § 3354, subd. (b) – Respondent ATC failed to obtain or  
26 document, or both, customer authorization for changing the method of repair for Vehicle 3 from  
27 the original estimate or work order.

28



1 a. The PEW specified, "Section Right Quarter panel cut in window opening." BR 1  
2 noted the location of the damage on the quarter panel as shown in the photographs provided by  
3 CSAA. BR 1 determined that Respondent ATC repaired the panel rather than replacing it as  
4 specified on the PEW.

5 b. The PEW specified replacing the right rocker molding. BR 1 determined that  
6 Respondent ATC repaired and refinished the molding rather than replacing it as specified.

7 48. At BR 1's request, Respondent ATC provided BR 1 the repair records for Vehicle 4.  
8 Donahue represented the file as being complete, and he also stated that Respondent ATC repaired  
9 Vehicle 4 as shown on the "Final Invoice." Respondent ATC's invoice for Vehicle 4 specified  
10 repair of the right quarter panel, as opposed to the PEW, which specified sectioning of the panel.  
11 Respondent ATC's records also included a parts receipt for the panel and molding, which had  
12 "returned" hand-written on the invoice next to the line for the panel.

13 49. BR 1 visited the local Toyota dealership and confirmed with the parts manager that  
14 Respondent ATC returned the right rocker molding on January 24, 2017. The parts manager  
15 could not find a return record for the quarter panel it had sold to Respondent, but he determined  
16 that in May or June of 2017, the dealership returned to the manufacturer a quarter panel with the  
17 same parts number as the quarter panel listed on Respondent ATC's invoice. BR 1 confirmed  
18 with CSAA that Respondent ATC never submitted a changed method of repair to CSAA.  
19 Respondent ATC received \$5,976.75 from CSAA for its repairs on Vehicle 4. BR 1 determined  
20 that Respondent ATC performed \$3,729.92 worth of fraudulent repairs on Vehicle 4.

21 **THIRTEENTH CAUSE FOR DISCIPLINE**

22 (Untrue or Misleading Statements)

23 50. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
24 disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent ATC  
25 provided documents to the Bureau indicating that it had performed specific repairs on Vehicle 4,  
26 when in fact it did not perform those repairs as specified. The circumstances are set forth in  
27 paragraphs 46 through 49, above.

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1 **FOURTEENTH CAUSE FOR DISCIPLINE**

2 (Conduct Constituting Fraud)

3 51. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
4 disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent ATC  
5 engaged in fraud when it estimated and received payment for repairs to Vehicle 4 that it did not  
6 actually perform. The circumstances are set forth in paragraphs 46 through 49, above.

7 **FIFTEENTH CAUSE FOR DISCIPLINE**

8 (Failure to Comply with Automotive Repair Act & Regulations)

9 52. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
10 disciplinary action under Code section 9884.7, subdivision (a)(6), in that it that it failed to comply  
11 with provisions of the Automotive Repair Act or regulations adopted pursuant to it. The  
12 circumstances are set forth in paragraphs 46 through 49, above.

13 a. Cal. Code Regs., tit. 16, § 3354, subd. (b) – Respondent ATC failed to obtain or  
14 document, or both, customer authorization for changed method of repair.

15 b. Cal. Code of Regs., tit. 16, § 3371 – Respondent ATC made untrue or misleading  
16 statements when Donahue stated that Vehicle 4 had been repaired as shown on the invoice, when  
17 in fact it had not.

18 c. Cal. Code of Regs., tit. 16, § 3373 – Respondent ATC created false or misleading  
19 records by indicating that it had performed repairs on Vehicle 4 as specified, when in fact it had  
20 not.

21 **SIXTEENTH CAUSE FOR DISCIPLINE**

22 (Failure to Provide Written Estimates)

23 53. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
24 disciplinary action under Code section 9884.9, subdivision (a), in that Respondent ATC failed to  
25 obtain or document, or both, authorization from the customer for changing the method of repair  
26 for Vehicle 4 from the original estimate. The circumstances are set forth in paragraphs 46  
27 through 49, above.

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**VEHICLE 5**

1  
2           54. On October 8, 2018, the Bureau received a consumer complaint from Victim 6 (V 6)  
3 regarding Respondent ATC's repair of her 2010 Chrysler (Vehicle 5). Bureau Representative 2  
4 (BR 2) investigated V 6's complaint. V 6 alleged that she was involved in an accident in Vehicle  
5 5, and she took her vehicle to another shop where she received an estimate for repairs. V 6  
6 learned that she would have to pay a \$500 deductible before her insurance company would  
7 authorize the estimated repairs. V 6 could not afford to pay the deductible. One of Respondent  
8 ATC's employee's referred V 6 to Respondent ATC, and V 6 was told that she would not have to  
9 pay her deductible if Respondent ATC repaired her vehicle. V 6 took Vehicle 5 to Respondent  
10 ATC for repairs. V 6 expected Respondent ATC to restore Vehicle 5 to its pre-accident condition  
11 and in accordance with industry standards.

12           55. After Respondent ATC completed the repairs on Vehicle 5, V 6 began noticing  
13 numerous problems with the quality of the repairs, including the body panels not lining up  
14 properly, one of the fog lamps was missing, and Respondent ATC failed to reinstall several trim  
15 pieces.

16           56. At BR 2's request, Respondent ATC provided BR 2 with its records pertaining to  
17 Vehicle 5. The records included an estimate from the first shop V 6 visited, and a subsequent  
18 estimate by Respondent ATC, which appeared to be based on the estimate prepared by the other  
19 shop. On December 17, 2018, BR 2 met with V 6 to inspect Vehicle 5. BR 2 used the invoice  
20 provided by Respondent ATC as a guide. BR 2 also took photographs documenting the  
21 discrepancies he discovered, which were as follows:

22           a. The invoice specified removal and reinstallation of the front license plate bracket.  
23 The bracket was still missing.

24           b. The invoice specified removal and replacement of the left fog lamp cover. The cover  
25 was missing.

26           c. The invoice specified replacement of the left fog lamp. The left fog lamp was  
27 missing.

28           d. The invoice specified aiming of the fog lamps. The left fog lamp was missing.

1 e. The invoice specified removal and reinstallation of the left front marker light. The  
2 left front marker light was missing.

3 f. The invoice specified removing and replacing the left front fender with an Original  
4 Equipment Manufacturer (OEM) part. Respondent ATC's part receipt for the fender showed that  
5 an aftermarket part was used. Respondent ATC admitted that the left fender was replaced with an  
6 aftermarket part and not an OEM part as specified. Furthermore, the paint services specified for  
7 the replacement of the left fender were not performed because the left fender was not replaced as  
8 specified. BR 2 calculated the fraudulent repairs performed by Respondent ATC on Vehicle 5  
9 totaled \$835.28.

10 57. BR 2 also discovered instances where Respondent ATC did not repair Vehicle 5 in  
11 accordance with accepted trade standards, as follows:

12 a. Under hood labels were not listed on the estimate or invoice. All of the under hood  
13 labels were missing and should have been installed.

14 b. Vehicle 5 still had collision damage that Respondent ATC did not identify or list on  
15 the estimate or invoice. For example, the air cleaner box was broken.

16 c. Respondent ATC did not properly align the hood and fender, and the bodylines were  
17 uneven.

18 **SEVENTEENTH CAUSE FOR DISCIPLINE**

19 (Untrue or Misleading Statements)

20 58. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
21 disciplinary action under Code section 9884.7, subdivision (a)(1), in that Respondent ATC  
22 documented that it repaired Vehicle 5 as provided in the final invoice when it did not. The  
23 circumstances are set forth in paragraphs 54 through 57, above.

24 **EIGHTEENTH CAUSE FOR DISCIPLINE**

25 (Conduct Constituting Fraud)

26 59. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
27 disciplinary action under Code section 9884.7, subdivision (a)(4), in that Respondent ATC  
28

1 engaged in fraud when it received payment from the insurance company for repairs that it did not  
2 actually perform. The circumstances are set forth in paragraphs 54 through 57, above.

3 **NINETEENTH CAUSE FOR DISCIPLINE**

4 (Failure to Comply with Automotive Repair Act & Regulations)

5 60. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
6 disciplinary action under Code section 9884.7, subdivision (a)(6), in that in that it failed to  
7 comply with provisions of the Automotive Repair Act or regulations adopted pursuant to it. The  
8 circumstances are set forth in paragraphs 54 through 57, above.

9 a. Cal. Code Regs., tit. 16, § 3351.3, subds. (a)(1), (2) – Respondent ATC failed to  
10 display its registration in an area conspicuous to customers.

11 b. Cal. Code Regs., tit. 16, § 3365, subd. (a) – Respondent ATC failed to follow  
12 specified auto body repair procedures.

13 c. Cal. Code of Regs., tit. 16, § 3373 – Respondent ATC created false or misleading  
14 records by indicating that it had performed repairs on Vehicle 5 as specified in the invoice, when  
15 in fact it did not.

16 **TWENTIETH CAUSE FOR DISCIPLINE**

17 (Failure to Display Auto Repair Dealer Sign)

18 61. Respondent ATC has subjected its Automotive Repair Dealer Registration to  
19 disciplinary action under Code section 9884.17 in that it failed to display its registration in an area  
20 conspicuous to customers.

21 **OTHER MATTERS**

22 62. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,  
23 or place on probation the registration for all places of business operated in this state by Advance  
24 Tech Collision upon a finding that Respondent ATC or Respondent ATC Todd Road 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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28 ///

**PRAYER**

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

1. Revoking or suspending Automotive Repair Dealer Registration Number ARD 239976, issued to Advance Tech Collision, Kari L. Solem, President/Secretary/Treasurer dba Advance Tech Collision (Respondent ATC);

2. Revoking or suspending Automotive Repair Dealer Registration Number ARD 239977, issued to Advance Tech Collision, Kari L. Solem, President/Secretary/Treasurer dba Advance Tech Collision (Respondent ATC Todd Road);

3. Revoking or suspending any additional ARD Registration issued to Advance Tech Collision;

4. Ordering Respondent ATC and Respondent ATC Todd Road to pay the Bureau of Automotive Repair the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3; and,

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

DATED: February 24, 2020

Signature on File

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

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