

4. On or about May 29, 2018 the Department received a complaint (“Complaint”) indicating that R Teto Auto Sales was possibly operating as an auto body repair shop without a License.
5. On June 5, 2018 the Division’s Public Protection Inspector (the “Inspector”) investigated the Complaint and observed that R Teto Auto Sales possessed on its property partially dismantled vehicles, freshly painted motor vehicle body parts, a fully equipped auto body shop, and had a paint mixing system and a spray booth.
6. On July 13, 2018, the Department issued an Order to Show Cause Why Order Should Not Issue to Cease and Desist Unlicensed Activities, Notice of Intent To Impose Administrative Penalties, Notice of Hearing and Appointment of Hearing Officer.
7. A pre-hearing conference was conducted on August 7, 2018, which was attended by Respondent Juarez and the Department. As a result of the pre-hearing conference, Respondent Juarez admitted performing motor vehicle body work and agreed to either pursue a License or discontinue motor vehicle body work, including work at R Teto Auto Sales.
8. On November 27, 2018, Respondent Juarez informed the Department that he would cease any motor vehicle body work at R Teto Auto Sales and would not pursue a License.
9. R.I. Gen. Laws § 5-38-4(b) provides: “No person, firm, or corporation shall engage within this state in the business of auto body repairing or painting or enter into contracts for the repairing, replacing, or painting of auto bodies or parts of auto bodies or advertise or represent in any form or manner that he, she, or it is an auto body shop unless that person, firm, or corporation possesses a license in full force and effect from the department of

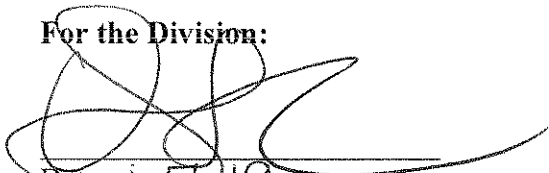
business regulation specifying that person, firm, or corporation as licensed to operate or conduct an auto body shop.”

10. Pursuant to the Regulations §2.3(A)(15), “ ‘Motor Vehicle Body Work’ or ‘Business of Motor Vehicle Body Work’ means the act or acts of preparing, fixing, restoring, painting or putting together a Motor Vehicle Body, including repairing, replacing or installing of glass thereon, or the subcontracting of said work.”
11. In order to resolve this matter amicably and avoid the time and costs of an administrative hearing, Department and Respondent Juarez hereby agree to the following:
 - a. Respondent Juarez agrees that the facts contained in paragraphs five and seven are true and accurate, and that Respondent Juarez therefore operated an unlicensed auto body shop in violation of R.I. Gen. Laws § 5-38-4(b), § 5-38-1 and Regulations § 2.3(A)(15).
 - b. No later than the end of business on January 11, 2019, Respondent Juarez shall pay an administrative penalty of five-hundred dollars (\$500.00), payable to the “General Treasurer, State of Rhode Island.”
 - c. Respondent has ceased any motor vehicle body repair work, including at R Teto Auto Sales.
12. By agreeing to resolve this matter through the execution of this Consent Agreement, Respondent Juarez knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1 *et seq.*
13. If Respondent Juarez fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein or as extended by

agreement of the parties, Respondent Juarez will be in violation hereunder and the Department shall be entitled to immediately to take enforcement or other action in accordance with applicable law.

14. Compliance with the terms of this Consent Agreement does not relieve Respondent Juarez of any obligation to comply with other applicable laws or regulations administered by or through the Department or any other governmental agency.
15. This Consent Agreement shall be deemed entered as of the date of execution by all parties. This Consent Agreement shall be binding upon Respondent Juarez's successors.

For the Division:



Date: 1-7-19

Donna L. Costantino, MBA
Associate Director
Commercial Licensing and Regulation

For the Respondent:



Date: 1-7-19

Hever Juarez
Respondent


CERTIFICATION OF SERVICE

I hereby certify that on this 7th day of January 2019 a copy of this Consent Agreement was sent by first class mail, postage prepaid, to:

Mr. Hever Juarez
31 Congress St.
Pawtucket, RI 02860

AND BY E-MAIL TO:

1. Catherine Warren, Esq., Hearing Officer
2. Donna Costantino, MBA, Associate Director, Commercial Licensing and Regulations
3. John Mancone, Chief Public Protection Inspector
4. Kim Precious, Implementation Aide
5. Sara Tindall-Woodman, Esq., Legal Counsel
6. Mr. Hever Juarez, Respondent (premiumnuts00@gmail.com)



A handwritten signature in cursive, appearing to read "Amy J. M.", is written over a horizontal line.