

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF BUSINESS REGULATION
DIVISION OF COMMERCIAL LICENSING AND RACING AND ATHLETICS
1511 PONTIAC AVE, BLDGS. 68 AND 69
CRANSTON, RHODE ISLAND 02920-0942

DBR NO. 09-L-0163

IN THE MATTER OF:
JP COLLISION AUTO CYCLE &
SALES, INC.
RESPONDENT.

CONSENT AGREEMENT

The Commercial Licensing and Racing and Athletics Division ("Division") of the Rhode Island Department of Business Regulation ("Department") enters into this Consent Agreement ("Agreement") to resolve concerns that Rhode Island General Laws ("R.I.G.L.") § 5-38-1 *et seq.*, entitled, Automobile Body Repair Shops, and Commercial Licensing Regulation 4, entitled, Motor Vehicle Body Repair ("Regulation 4") may have been violated by JP Collision Auto Cycle & Sales, Inc. ("Respondent").

1. Respondent has a Full Collision Repair License, originally issued in 2007, and subsequently expiring at the end of the calendar year 2009.

2. On February 12, 2009, the Department received a complaint from MWP,

alleging that Respondent did not completely repair his motorcycle after five

months; kept the entire insurance company check; kept certain parts of the

motorcycle as well as the license plate, and refused to return these items to the

Complainant.

Licensing Regulations.

violation of R.I.G.L. Section 5-38-1 *et seq.*, and the related Commercial opportunity for hearing, upon a finding that it has engaged in any further

the Department will take further administrative action, with notice and

6. By signing this Agreement, Respondent acknowledges and understands that

Section 5-38 10 (6) and (8) of the R.I.G.L.

Respondent had engaged in certain questionable practices, in violation of

5. After a subsequent meeting with Respondent, the Department did find that

resolved their issues and the complaint was withdrawn.

4. On September 8, 2009, the Department was advised that the parties had

motorcycle.

compensated for the work he did perform towards repairing the

protect his interests. In fact, Respondent ended up not being

Considering the volatility of the situation, Respondent was trying to

MWP refused to sign any acknowledgment of receipt of the items.

The Respondent did not return the items immediately to MWP was that

that had been purchased with insurance monies. The only reason that

taking any monies for labor that he did not perform nor to retain parts

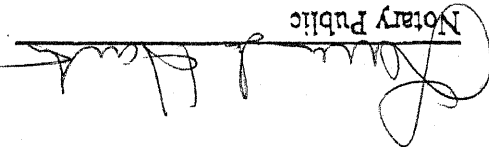
repairs to the motorcycle. Further, Respondent had no intention of

been assured by MWP that there was no rush on effectuating the

take an extended period of time, it was only because Respondent has

a. Respondent represents that, although he repair of the motorcycle did

3. The Respondent has denied these allegations, and represents that:

Notary Public

My Commission Expires 7-26-2010

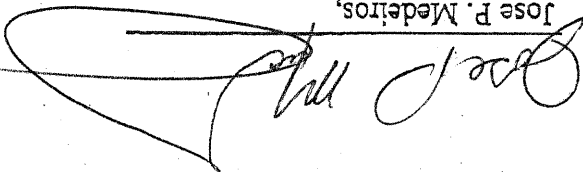
who duly acknowledged to me that he was authorized to do so.

Jose F. Medeiros who executed the foregoing Consent Agreement and

On this 17th day of December 2009 appeared before me

Maria D'Alessandro, Associate Director
Commercial Licensing and Racing & Athletics

Jose P. Medeiros,
Respondent



Dated as of the 28th day of December 2009.

agree to the foregoing.

The Division and Respondent JP Collision Auto Cycle & Sales, Inc., hereby consent and

includes the Department's costs in this matter.

7. Respondent agrees to the payment of a \$500.00 administrative penalty, which