

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF BUSINESS REGULATION
JOHN O. PASTORE COMPLEX
1511 PONTIAC AVENUE
CRANSTON, RI 02920**

<u>IN THE MATTER OF</u>	:	
	:	
DAVID MOON	:	DBR No. 13AB144
d/b/a Moon's Auto Body	:	
	:	
<u>RESPONDENT.</u>	:	

CONSENT AGREEMENT

The Division of Commercial Licensing ("Division") of the Rhode Island Department of Business Regulation ("Department") enters into this Consent Agreement ("Agreement") with David Moon d/b/a Moon's Auto Body ("Respondent") to resolve the above-captioned matter pursuant to its authority under R.I. Gen. Laws § 42-35-9(d).

It is hereby agreed by and between the Division and the Respondents that:

1. Respondent operates a business located at 100 Brownlee Blvd., Warwick, Rhode Island (the "Premises").
2. On or about August 18, 1997, the Department issued a full collision auto body repair license to the Respondent for the Premises (the "License").
3. The renewal application for the current license term was due December 31, 2012, a deadline set pursuant to the Department's statutory authority under R.I. Gen. Laws § 5-38-7(a).
4. The Respondent failed to submit a "timely" and "sufficient" renewal application within the meaning of R.I. Gen. Laws § 42-35-14(b).

5. The Department's Chief Public Safety Inspector inspected the premises on November 26, 2013 and determined that the Respondent was engaged in unlicensed auto body repair.
6. R.I. Gen. Laws § 5-38-4 provides that "[n]o 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."
7. The Division agrees to grant the renewal of the License upon satisfaction of the following conditions:
 - a. The Respondent shall satisfy all requirements of licensure by submitting all application materials, including the \$ 900 renewal fee.
 - b. The Respondent shall pay an administrative penalty of \$ 500, with an initial payment of \$100 being due on March 1, 2014 and the remainder to be paid in \$100 increments on the first of each subsequent month.
8. If the Respondent has not achieved full compliance with Commercial Licensing Regulation 16 *Motor Vehicle Body Repair Technician Certification* ("CLR 16"), the License renewal shall only be granted on the condition that the Respondent satisfy the requirements of CLR 16 ninety (90) days from the date that this Agreement is executed. If this condition applies, the Respondent understands that failure to achieve full compliance within 90 days may result in suspension, revocation, or other disciplinary action without a hearing. If the Respondent cannot fulfill the course requirements due to

the non-availability of the required courses and through no fault of his own, the Division may extend the time to comply.

9. Respondent voluntarily waives any right to an administrative hearing and appeal to Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1 *et seq.*
10. If Respondent fails to abide by the requirements of this Consent Agreement, the Department may initiate further administrative proceedings against the Respondent.

For the Division:

Maria D'Alessandro
Date: 2/12/14

Maria D'Alessandro, Esq.
Deputy Director, Securities, Commercial
Licensing and Racing and Athletics

For the Respondents:

James A Moon
Date: 2/10/14

David Moon
d/b/a Moon's Auto Body

David Moon

ADDENDUM TO CONSENT AGREEMENT IN THE MATTER OF
DAVID MOON d/b/a Moon's Auto Body, Respondent

Dated February 12, 2014

This ADDENDUM is attached to and forms part of the Consent Agreement ("Agreement") in the above-entitled matter. To the extent that any of the terms or conditions contained in this ADDENDUM may contradict or conflict with any of the terms or conditions of the attached Agreement, it is expressly understood and agreed that the terms of this ADDENDUM shall take precedence and supersede the Agreement.

The following facts are applicable to this ADDENDUM:

1. On April 5, 2016, a facsimile was received from the above-named Respondent requesting an amendment to a portion of the Agreement; specifically paragraph 7. b. noting that it would be an economic hardship on Respondent's small business to pay \$400.00, the remainder of the penalty due and owing.
2. It is acknowledged by the Division of Commercial Licensing ("Division") of the Department of Business Regulation ("Department") that Respondent has not only complied with all other aspects of the Agreement, but has submitted his 2016 auto body renewal application and has complied with all the requirements thereunder in a timely fashion.

Based on the above, the Division of the Department hereby grants Respondent's request.

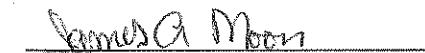
Dated this 15th day of April, 2016.

For the Division:



Maria D'Alessandro, Esq.
Deputy Director, Securities, Commercial
Licensing and Racing and Athletics

For the Respondent:



~~James A~~ Moon
James
d/a/a Moon's Auto Body