

BEFORE THE DIRECTOR
DEPARTMENT OF CONSUMER AFFAIRS
BUREAU OF AUTOMOTIVE REPAIR
STATE OF CALIFORNIA

**GLASS EMPORIUM OF MARIN, INC.,
dba GLASS PRO
GERALD ALEXANDER, PRESIDENT**
1258 W. Grand Avenue
Oakland, CA 94607
Automotive Repair Dealer Reg. No.
ARD 219795

Case No. 77/11-05

OAH No. 2012010102

**GLASS EMPORIUM OF MARIN, INC.,
dba GLASS PRO
GERALD ALEXANDER, PRESIDENT**
526 16th Street
Sacramento, CA 95814
Automotive Repair Dealer Reg. No.
ARD 219797

**GLASS EMPORIUM OF MARIN, INC.,
dba GLASS PRO
GERALD ALEXANDER, PRESIDENT**
863 Bryant Street
San Francisco, CA 94103
Mailing Address:
1276 West Grand Avenue
Oakland, CA 94607
Automotive Repair Dealer Reg. No.
ARD 219801,

and

**GLASS EMPORIUM OF MARIN, INC.,
dba GLASS PRO
MEHRDAD HAKIMIAN, PRESIDENT**
201/203 Santa Rosa Avenue
Santa Rosa, CA 95404
Mailing Address:
1276 West Grand Avenue
Oakland, CA 94607

Automotive Repair Dealer Reg. No.
ARD 219796


Respondents.

DECISION

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

This Decision shall become effective 9/25/12.

DATED: September 6, 2012



BOREATHEA JOHNSON
Deputy Director, Legal Affairs
Department of Consumer Affairs

1 KAMALA D. HARRIS
Attorney General of California
2 FRANK H. PACOE
Supervising Deputy Attorney General
3 JUSTIN R. SURBER
Deputy Attorney General
4 State Bar No. 226937
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 355-5437
6 Facsimile: (415) 703-5480
Attorneys for Complainant

7
8 **BEFORE THE**
9 **DEPARTMENT OF CONSUMER AFFAIRS**
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**

11 **GLASS EMPORIUM OF MARIN, INC.,**
dba GLASS PRO
12 **GERALD ALEXANDER, PRESIDENT**
1258 W. Grand Avenue
13 **Oakland, CA 94607**
Automotive Repair Dealer Reg. No. ARD
14 **219795,**

Case No. 77/11 - 05

15 **GLASS EMPORIUM OF MARIN, INC.,**
dba GLASS PRO
16 **GERALD ALEXANDER, PRESIDENT**
526 16th Street
17 **Sacramento, CA 95814**
Automotive Repair Dealer Reg. No. ARD
18 **219797,**

OAH No. 2012010102
STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

19 **GLASS EMPORIUM OF MARIN, INC.,**
dba GLASS PRO
20 **GERALD ALEXANDER, PRESIDENT**
863 Bryant Street
21 **San Francisco, CA 94103**
Mailing Address:
22 **1276 West Grand Avenue**
Oakland, CA 94607
23 **Automotive Repair Dealer Reg. No. ARD**
24 **219801,**

25 **and**

26 **///**
27 **///**
28 **///**

1 **GLASS EMPORIUM OF MARIN, INC.,**
2 **dba GLASS PRO**
3 **MEHRDAD HAKIMIAN, PRESIDENT**
4 **201/203 Santa Rosa Avenue**
5 **Santa Rosa, CA 95404**
6 **Mailing Address:**
7 **1276 West Grand Avenue**
8 **Oakland, CA 94607**
9 **Automotive Repair Dealer Reg. No. ARD**
10 **219796**

Respondents.

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

PARTIES

1. John Wallauch (Complainant) is the Chief of the Bureau of Automotive Repair. He brought this action solely in his official capacity and is represented in this matter by Kamala D. Harris, Attorney General of the State of California, by Justin R. Surber, Deputy Attorney General.

2. Respondent Glass Emporium of Marin Inc. (Respondent) is represented in this proceeding by attorney William Ferreira, whose address is:

William Ferreira
Automotive Defense Specialists
582 Market St Ste 1608
San Francisco, CA 94104

3. 1. In or about 2002, the Director of Consumer Affairs ("Director") issued Automotive Repair Dealer Registration Number ARD 219795 to Glass Emporium of Marin, Inc. ("Respondent Glass Emporium" or "Glass Emporium"), doing business as Glass Pro, with Mehrdad Hakimian ("Hakimian") as president. On or about August 12, 2010, Gerald Alexander ("Alexander") replaced Hakimian as president. Respondent's automotive repair dealer registration will expire on January 31, 2013, unless renewed.

2. On or about January 14, 2002, the Director issued Automotive Repair Dealer Registration Number ARD 219797 to Respondent Glass Emporium, doing business as Glass Pro,

1 with Hakimian as president. On or about August 12, 2010, Alexander replaced Hakimian as
2 president. Respondent's automotive repair dealer registration will expire on January 31, 2013,
3 unless renewed.

4 3. In or about 2002, the Director issued Automotive Repair Dealer Registration Number
5 ARD 219801 to Respondent Glass Emporium, doing business as Glass Pro, with Hakimian as
6 president. On or about August 12, 2010, Alexander replaced Hakimian as president.
7 Respondent's automotive repair dealer registration will expire on January 31, 2013, unless
8 renewed.

9 4. In or about 2002, the Director issued Automotive Repair Dealer Registration Number
10 ARD 219796 to Respondent Glass Emporium, doing business as Glass Pro, with Hakimian as
11 president. Respondent's automotive repair dealer registration expired on January 31, 2009.

12 JURISDICTION

13 4. First Amended Accusation No. 77/11 - 05 was filed before the Director of Consumer
14 Affairs (Director), for the Bureau of Automotive Repair (Bureau), and is currently pending
15 against Respondent. The Accusation and all other statutorily required documents were properly
16 served on Respondent on December 28, 2011. Respondent timely filed its Notice of Defense
17 contesting the Accusation.

18 5. A copy of First Amended Accusation No. 77/11 - 05 is attached as exhibit A and
19 incorporated herein by reference.

20 ADVISEMENT AND WAIVERS

21 6. Respondent has carefully read, fully discussed with counsel, and understands the
22 charges and allegations in Accusation No. 77/11 - 05. Respondent has also carefully read, fully
23 discussed with counsel, and understands the effects of this Stipulated Settlement and Disciplinary
24 Order.

25 7. Respondent is fully aware of its legal rights in this matter, including the right to a
26 hearing on the charges and allegations in the Accusation; the right to be represented by counsel at
27 its own expense; the right to confront and cross-examine the witnesses against them; the right to
28 present evidence and to testify on its own behalf; the right to the issuance of subpoenas to compel

1 the attendance of witnesses and the production of documents; the right to reconsideration and
2 court review of an adverse decision; and all other rights accorded by the California
3 Administrative Procedure Act and other applicable laws.

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

6 CULPABILITY

7 9. Respondent understands and agrees that the charges and allegations in First Amended
8 Accusation No. 77/11 - 05, if proven at a hearing, constitute cause for imposing discipline upon
9 its Automotive Repair Dealer Registrations.

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

14 11. Respondent agrees that its Automotive Repair Dealer Registrations are subject to
15 discipline and it agree to be bound by the Director's probationary terms as set forth in the
16 Disciplinary Order below.

17 RESERVATION

18 12. The admissions made by Respondent herein are only for the purposes of this
19 proceeding, or any other proceedings in which the Director of Consumer Affairs, Bureau of
20 Automotive Repair or other professional licensing agency is involved, and shall not be admissible
21 in any other criminal or civil proceeding.

22 CONTINGENCY

23 13. This stipulation shall be subject to approval by the Director of Consumer Affairs or
24 his designee. Respondent understands and agrees that counsel for Complainant and the staff of
25 the Bureau of Automotive Repair may communicate directly with the Director and staff of the
26 Department of Consumer Affairs regarding this stipulation and settlement, without notice to or
27 participation by Respondent or its counsel. By signing the stipulation, Respondent understands
28 and agrees that they may not withdraw its agreement or seek to rescind the stipulation prior to the

1 time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the
2 Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or
3 effect, except for this paragraph, it shall be inadmissible in any legal action between the parties,
4 and the Director shall not be disqualified from further action by having considered this matter.

5 14. The parties understand and agree that facsimile copies of this Stipulated Settlement
6 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and
7 effect as the originals.

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

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

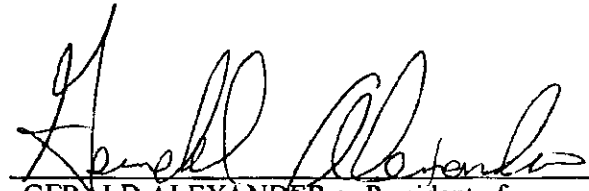
17 **DISCIPLINARY ORDER**

18 IT IS HEREBY ORDERED that Automotive Repair Dealer Registration No. ARD 219795,
19 Automotive Repair Dealer Registration No. ARD 219796, Automotive Repair Dealer
20 Registration No. ARD 219797, and Automotive Repair Dealer Reg. No. ARD 219801 issued to
21 Glass Emporium of Marin Inc. (Respondent) are revoked. However, the revocations of ARD
22 219795, ARD 219797, and ARD 219801 are stayed and Respondent is placed on probation for
23 three (3) years on the following terms and conditions.

24 1. **Obey All Laws.** Comply with all statutes, regulations and rules governing
25 automotive inspections, estimates and repairs.

26 2. **Reporting.** Respondent or Respondent's authorized representative must report in
27 person or in writing as prescribed by the Bureau of Automotive Repair, on a schedule set by the
28 Bureau, but no more frequently than each quarter, on the methods used and success achieved in

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DATED: 7-12-12 

GERALD ALEXANDER as President of
Glass Emporium of Marin Inc.
Respondent

I have read and fully discussed with Respondent Gerald Alexander the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: _____

William Ferreira
Attorney for Respondent

ENDORSEMENT

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

Dated:

Respectfully submitted,
KAMALA D. HARRIS
Attorney General of California
FRANK H. PACOE
Supervising Deputy Attorney General

JUSTIN R. SURBER
Deputy Attorney General
Attorneys for Complainant

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DATED: _____

GERALD ALEXANDER as President of
Glass Emporium of Marin Inc.
Respondent

I have read and fully discussed with Respondent Gerald Alexander the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: 7/12/12


William Ferreira
Attorney for Respondent

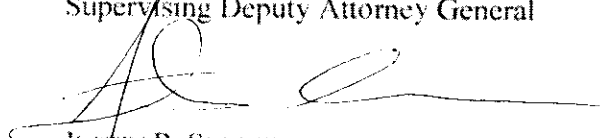
ENDORSEMENT

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

Dated: 7/13/12

Respectfully submitted,

KAMALA D. HARRIS
Attorney General of California
FRANK H. PACOE
Supervising Deputy Attorney General


JUSTIN R. SURBER
Deputy Attorney General
Attorneys for Complainant

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Stipulation.rtf

Exhibit A

Accusation No. 77/11 - 05

1 KAMALA D. HARRIS
Attorney General of California
2 FRANK H. PACOE
Supervising Deputy Attorney General
3 JUSTIN R. SURBER
Deputy Attorney General
4 State Bar No. 226937
455 Golden Gate Avenue, Suite 11000
5 San Francisco, CA 94102-7004
Telephone: (415) 355-5437
6 Facsimile: (415) 703-5480
7 *Attorneys for Complainant*

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

12 In the Matter of the Accusation Against:

Case No. 7711-05

13 **GLASS EMPORIUM OF MARIN, INC.,**
14 **dba GLASS PRO**
15 **GERALD ALEXANDER, PRESIDENT**
1258 W. Grand Avenue
Oakland, CA 94607
Automotive Repair Dealer Reg. No. ARD 219795,

**FIRST AMENDED
ACCUSATION**

16 **GLASS EMPORIUM OF MARIN, INC.,**
17 **dba GLASS PRO**
18 **GERALD ALEXANDER, PRESIDENT**
526 16th Street
Sacramento, CA 95814
Automotive Repair Dealer Reg. No. ARD 219797,

19 **GLASS EMPORIUM OF MARIN, INC.,**
20 **dba GLASS PRO**
21 **GERALD ALEXANDER, PRESIDENT**
863 Bryant Street
San Francisco, CA 94103
22 Mailing Address:
23 1276 West Grand Avenue
Oakland, CA 94607
Automotive Repair Dealer Reg. No. ARD 219801,

24 and

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1 **GLASS EMPORIUM OF MARIN, INC.,**
2 **dba GLASS PRO**
3 **MEHRDAD HAKIMIAN, PRESIDENT**
4 **201/203 Santa Rosa Avenue**
5 **Santa Rosa, CA 95404**
6 **Mailing Address:**
7 **1276 West Grand Avenue**
8 **Oakland, CA 94607**
9 **Automotive Repair Dealer Reg. No. ARD 219796**

Respondents.

Complainant alleges:

PARTIES

1. Sherry Mchl ("Complainant") brings this Accusation solely in her official capacity as the Chief of the Bureau of Automotive Repair ("Bureau"), Department of Consumer Affairs.

2. In or about 2002, the Director of Consumer Affairs ("Director") issued Automotive Repair Dealer Registration Number ARD 219795 to Glass Emporium of Marin, Inc. ("Respondent Glass Emporium" or "Glass Emporium"), doing business as Glass Pro, with Mehrdad Hakimian ("Hakimian") as president. On or about August 12, 2010, Gerald Alexander ("Alexander") replaced Hakimian as president. Respondent's automotive repair dealer registration will expire on January 31, 2013, unless renewed.

3. On or about January 14, 2002, the Director issued Automotive Repair Dealer Registration Number ARD 219797 to Respondent Glass Emporium, doing business as Glass Pro, with Hakimian as president. On or about August 12, 2010, Alexander replaced Hakimian as president. Respondent's automotive repair dealer registration will expire on January 31, 2013, unless renewed.

4. In or about 2002, the Director issued Automotive Repair Dealer Registration Number ARD 219801 to Respondent Glass Emporium, doing business as Glass Pro, with Hakimian as president. On or about August 12, 2010, Alexander replaced Hakimian as president. Respondent's automotive repair dealer registration will expire on January 31, 2013, unless renewed.

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1 state by an automotive repair dealer upon a finding that the automotive repair dealer has, or is,
2 engaged in a course of repeated and willful violations of the laws and regulations pertaining to an
3 automotive repair dealer.

4 11. Code section 22, subdivision (a), states:

5 "Board" as used in any provision of this Code, refers to the board in
6 which the administration of the provision is vested, and unless otherwise expressly
7 provided, shall include "bureau," "commission," "committee," "department,"
8 "division," "examining committee," "program," and "agency."

9 12. Code section 477, subdivision (b), states, in pertinent part, that a "license" includes
10 "registration" and "certificate."

11 13. 18 United States Code ("U.S.C.") section 1343 states, in pertinent, part:

12 Whoever, having devised or intending to devise any scheme or artifice to
13 defraud, or for obtaining money or property by means of false or fraudulent pretenses,
14 representations, or promises, transmits or causes to be transmitted by means of wire,
15 radio, or television communication in interstate or foreign commerce, any writings,
16 signs, signals, pictures, or sounds for the purpose of executing such scheme or
17 artifice, shall be fined under this title or imprisoned not more than 20 years, or both . . .

18 14. 18 U.S.C. section 1546, subdivision (a), states, in pertinent part:

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20 Whoever knowingly makes under oath, or as permitted under penalty of
21 perjury under section 1746 of title 28, United States Code, knowingly subscribes as
22 true, any false statement with respect to a material fact in any application, affidavit, or
23 other document required by the immigration laws or regulations prescribed
24 thereunder, or knowingly presents any such application, affidavit, or other document
25 which contains any such false statement or which fails to contain any reasonable basis
26 in law or fact--

27 Shall be fined under this title or imprisoned not more than 25 years (if the
28 offense was committed to facilitate an act of international terrorism (as defined in
section 2331 of this title [18 USCS § 2331])), 20 years (if the offense was committed
to facilitate a drug trafficking crime (as defined in section 929(a) of this title [18
USCS § 929(a)]), 10 years (in the case of the first or second such offense, if the
offense was not committed to facilitate such an act of international terrorism or a drug
trafficking crime), or 15 years (in the case of any other offense), or both.

COST RECOVERY

15. Code section 125.3 provides, in pertinent part, that a Board may request the
administrative law judge to direct a licentiate found to have committed a violation or violations of

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1 the licensing act to pay a sum not to exceed the reasonable costs of the investigation and
2 enforcement of the case.

3 **FIRST CAUSE FOR DISCIPLINE**

4 **(Fraud)**

5 16. Respondent is subject to disciplinary action pursuant to Code section 9884.7,
6 subdivision (a)(4), in that Respondent's employees, officers, and/or members including, but not
7 limited to, Hakimian, De Guzman, Aldy Antonio ("Antonio"), and Bobby Guinto ("Guinto"),
8 committed acts constituting fraud, as follows:

9 a. On or about February 5, 2010, in the criminal proceeding titled *U.S. v. Mehrdad*
10 *Hakimian, et al.* (USDC, Northern Dist. of CA, 2010, Case No. CR-09-00021-001 DLJ),
11 Hakimian pled guilty to violating 8 U.S.C. section 1324, subdivision (a)(1)(A)(iii) (harboring
12 illegal aliens), 18 U.S.C. section 371 (conspiracy to commit visa fraud), and 18 U.S.C. section
13 1546, subdivision (a) (visa fraud). On or about March 18, 2010, Hakimian was found guilty by
14 the jury of violating 18 U.S.C. section 371 (conspiracy to commit wire fraud), 18 U.S.C. section
15 1343 (wire fraud), and 18 U.S.C. section 1512, subdivision (c)(1) (obstruction of justice). On or
16 about July 2, 2010, Hakimian was sentenced to a term of 42 months in federal prison. The
17 circumstances of the crimes are set forth in subparagraphs (e) through (l) below.

18 b. On or about February 5, 2010, in the above-referenced criminal proceeding,
19 De Guzman pled guilty to violating 8 U.S.C. section 1324, subdivision (a)(1)(A)(iii) (harboring
20 illegal aliens), and 18 U.S.C. section 371 (conspiracy to commit visa fraud).

21 c. On or about January 30, 2009, in the above-referenced criminal proceeding, Antonio
22 pled guilty to violating 18 U.S.C. section 1343 (wire fraud).

23 d. On or about March 20, 2009, in the above-referenced criminal proceeding, Guinto
24 pled guilty to violating 18 U.S.C. section 1343 (wire fraud).

25 e. Hakimian was the president of Glass Emporium and its subsidiaries, Glass Pro and
26 Glass Masters, headquartered in Oakland, California. Glass Emporium was, and is, in the
27 business of replacing vehicle glass/windows, primarily windshields, and had more than 50 stores
28 located throughout the United States ("field stores"). Hakimian regularly worked at the

1 headquarters in Oakland and at times traveled to the field stores. De Guzman had been employed
2 by Hakimian since 1991, initially at Hakimian's automotive repair facilities, Tags Auto Glass, and
3 since 1995, as an officer and/or director of Glass Emporium. Antonio and Guinto were
4 employees of Glass Emporium and worked in accounts receivables at the headquarters.

5 f. Hakimian and De Guzman directed the manner in which the managers of the field
6 stores ran the business by providing direct input over the telephone and participating in meetings
7 with regional managers, district managers, and field store managers both in Oakland, California,
8 and at various field stores.

9 g. Glass Emporium utilized a computerized billing system that linked all stores located
10 throughout the United States to the headquarters. All managers of field stores were directed to
11 electronically submit to the headquarters on a daily basis invoices for glass replacement work
12 performed at the field stores. Field store managers were also directed on a weekly basis to submit
13 hard copies of invoices, credit card slips, dealer receipts, time cards, and voided invoices to the
14 headquarters.

15 h. Employees at the headquarters billed insurance companies for all work performed at
16 all field locations throughout the United States. Glass Emporium billed certain insurance
17 companies directly, and used third party administrators, including Lynx and Safelite, to bill other
18 insurance companies. Employees at the headquarters, including Hakimian and De Guzman, had
19 computer access and the ability to review invoices created electronically at field stores, and also
20 had access to any changes made to invoices at the headquarters.

21 i. Hakimian and De Guzman conspired with each other and with others to commit
22 fraud, as follows:

23 1. In and between November 1999 and December 2006, Hakimian and
24 De Guzman directed Glass Emporium employees working at field stores to waive the customers'
25 insurance deductible in order to encourage the customers to cover the costs of replacing their
26 vehicle glass through their insurance companies.

27 2. In and between November 1999 and December 2006, Hakimian directed certain
28 regional, district, and store managers to submit invoices that falsely represented to the insurance

1 companies the type of vehicle glass installed, including windshields, and the cost of the glass and
2 materials.

3 3. In and between November 1999 and December 2006, Hakimian and
4 De Guzman directed Glass Emporium employees to separately charge insurance companies for
5 moldings, clips, adhesives, and other installation materials even when those costs were included
6 in the cost of the windshield.

7 4. In and between November 1999 and December 2006, Hakimian and
8 De Guzman directed Glass Emporium employees working in accounts receivables at the
9 headquarters to electronically void the invoices received from the field stores that were to be
10 submitted to insurance companies, and to electronically amend these invoices by falsely
11 representing to the insurance companies the type and cost of vehicle glass installed, including
12 windshields, and to inflate the cost of the glass and materials.

13 5. In and between November 1999 and December 2006, Hakimian and
14 De Guzman met with Glass Emporium employees at the headquarters and elsewhere and
15 discussed the manner in which insurance companies would be overcharged.

16 6. In or about January 2005, Hakimian and De Guzman met with Antonio and
17 directed him to continue to work for Glass Emporium at home, away from the headquarters.
18 De Guzman provided Antonio with her access number which allowed Antonio to log into the
19 Glass Emporium computer system as De Guzman while continuing to void and amend insurance
20 invoices without using his own access number, thereby preventing the United States Citizenship
21 and Immigration Services ("USCIS") from detecting that Antonio, a citizen of the Philippines,
22 who had no authority to be in the United States or to work in the United States, was illegally
23 employed by Glass Emporium.

24 7. In and between 2001 and December 2006, Antonio regularly voided and
25 amended invoices received from field stores that were sent to insurance companies, thereby
26 overcharging insurance companies for the replacement of vehicle glass.

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1 8. In and between October 2005 and December 2006, Guinto regularly voided and
2 amended invoices received from field stores that were sent to insurance companies, thereby
3 overcharging insurance companies for the replacement of vehicle glass.

4 9. Between November 1999, and December 2006, Glass Emporium employees,
5 including Antonio and Guinto, voided and amended invoices received from field stores to be
6 submitted to insurance companies for payment, and amended the invoices to falsely represent
7 higher costs for the replacement of vehicle glass.

8 10. In or about December 2006, Hakimian and De Guzman attempted to avoid
9 detection of their conspiracy to commit fraud by destroying hundreds of boxes of documents
10 containing fraudulent invoices, and attempting to delete computer records of the fraudulent
11 invoices.

12 j. In and between January 2004 and August 2005, Hakimian and De Guzman
13 knowingly, and with the intent to defraud and obtain money by means of materially false and
14 fraudulent pretenses, representations, and promises, sent electronically to third party administrator
15 Lynx Services, L.L.C., and thereafter to insurance companies certain false invoices.

16 k. In and between January 2002 and January 2010, Hakimian and De Guzman
17 knowingly submitted numerous H1-B petitions to USCIS that contained false material
18 information; hired foreign employees and employed them prior to the USCIS's approval of the
19 employees' I-129 Petitions; paid illegally employed foreign employees through third parties;
20 directed illegally employed foreign employees to avoid immigration officials who visited the
21 headquarters by hiding from them; falsely reported the work hours of certain H1-B visa
22 employees to third-party payroll administrators to create the appearance on the pay records that
23 Hakimian and De Guzman were complying with the work hours they had represented on the I-
24 129 petitions; and increased the wage rates for certain H1-B visa employees to create the
25 appearance on the pay records that Hakimian and De Guzman were complying with the wage
26 amounts that they had represented on the I-129 Petitions, but then requiring the H1-B visa
27 employees to return the increased wages to them (Hakimian and De Guzman).

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1 repairs and billed the consumers' insurance companies a higher amount, constituting violations of
2 Code section 9884.7, subdivisions (a)(1) (false and misleading statements) and (a)(4) (fraud).

3 **OTHER MATTERS**

4 20. On April 20, 1998, pursuant to the Stipulated Permanent Injunction in the action titled
5 *People v. Glass Masters, Inc.*, et al. (Super. Ct., San Joaquin County, 1998, Case No. CV001167),
6 the court ordered that Merhdad Hakimian, his successors, officers, employees, agents, and
7 representatives, all persons acting in concert with him, and all Glass Masters stores operating
8 within the State of California, which are owned or operated by Hakimian as of the date of entry of
9 the Stipulated Permanent Injunction, are permanently enjoined and restrained from certain
10 conduct in connection with advertising for repair through any electronic or print media, and
11 servicing and repairing any automotive products at or on behalf of Glass Masters Stores. The
12 court further ordered that jurisdiction was retained by the court for the purpose of enabling any
13 party to the Stipulated Permanent Injunction to apply to the court at any time for the modification
14 of any injunctive provisions thereof.

15 21. Pursuant to Code section 9884.7, subdivision (c), the Director may suspend, revoke,
16 or place on probation the registration for all places of business operated in this state by
17 Respondent Glass Emporium of Marin, Inc., doing business as Glass Pro, upon a finding that
18 Respondent has, or is, engaged in a course of repeated and willful violations of the laws and
19 regulations pertaining to an automotive repair dealer.

20 **PRAYER**

21 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
22 and that following the hearing, the Director of Consumer Affairs issue a decision:

23 1. Revoking or suspending Automotive Repair Dealer Registration Number ARD
24 219795, issued to Glass Emporium of Marin, Inc., doing business as Glass Pro;

25 2. Revoking or suspending Automotive Repair Dealer Registration Number ARD
26 219797, issued to Glass Emporium of Marin, Inc., doing business as Glass Pro;

27 3. Revoking or suspending Automotive Repair Dealer Registration Number ARD
28 219801, issued to Glass Emporium of Marin, Inc., doing business as Glass Pro;

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4. Revoking or suspending Automotive Repair Dealer Registration Number ARD 219796, issued to Glass Emporium of Marin, Inc., doing business as Glass Pro;

5. Revoking or suspending any other automotive repair dealer registration issued to Glass Emporium of Marin, Inc.;

6. Ordering Glass Emporium of Marin, Inc., doing business as Glass Pro, to pay the Director of Consumer Affairs the reasonable costs of the investigation and enforcement of this case, pursuant to Business and Professions Code section 125.3;

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

DATED: 12/19/11



SHERRY MEHL
Chief
Bureau of Automotive Repair
Department of Consumer Affairs
State of California
Complainant

SF2011200494