

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

Received in BAR EPO  
10/1/15

In the Matter of the Accusation Against:

**GREEN COLLISION INC, BAHRAM  
MASHHOOD, PRESIDENT**  
4525 Rosemead Blvd.  
Pico Rivera, CA 90660

Case No. 77/14-25

OAH No. 2015020438

Green Collison Inc  
Bahram Mashhood  
9331 Downey Ave.  
Downey, CA 90240  
Automotive Repair Dealer Registration No.  
ARD 258754

Respondent.

**DECISION**

The attached Stipulated Revocation of License and 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 October 6, 2015.

DATED: September 9, 2015

  
\_\_\_\_\_  
TAMARA COLSON  
Assistant General Counsel  
Department of Consumer Affairs

1 KAMALA D. HARRIS  
Attorney General of California  
2 THOMAS RINALDI  
Supervising Deputy Attorney General  
3 GEOFFREY WARD  
Deputy Attorney General  
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7 *Attorneys for Complainant*

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

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17 **Downey, CA 90240**  
18 **Automotive Repair Dealer Registration No.**  
19 **ARD 258754**

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Case No. 77/14-25

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**STIPULATED REVOCATION OF  
LICENSE AND ORDER**

20 The parties to this matter agree as follows:

21 PARTIES

- 22 1. Complainant Patrick Dorais is the Chief of the Bureau of Automotive Repair. He  
23 brought this action solely in his official capacity and is represented in this matter by Kamala D.  
24 Harris, Attorney General of the State of California, by Geoffrey Ward, Deputy Attorney General.
- 25 2. Respondent Green Collision Inc., Bahram Mashhood, President is representing itself  
26 in this proceeding and has chosen not to exercise its right to be represented by counsel.  
27  
28



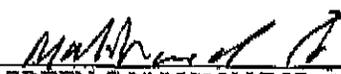




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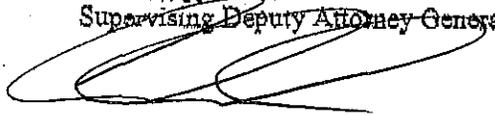
ACCEPTANCE

I have carefully read the Stipulated Revocation of License and Order. I understand the stipulation and the effect it will have on my Automotive Repair Dealer Registration. I enter into this Stipulated Revocation of License and Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: 07.06.2015   
GREEN COLLISION INC., BAHRAM  
MASHHOOD, PRESIDENT  
Respondent

ENDORSEMENT

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

Dated: 7/6/15 Respectfully submitted,  
KAMALA D. HARRIS  
Attorney General of California  
THOMAS RINALDI  
Supervising Deputy Attorney General  
  
GEOFFREY WARD  
Deputy Attorney General  
Attorneys for Complainant

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**Exhibit A**

**Accusation No. 77/14-25**

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2 MARC GREENBAUM  
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3 GEOFFREY WARD (State Bar No. 246437)  
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7 **BEFORE THE**  
8 **DEPARTMENT OF CONSUMER AFFAIRS**  
9 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**  
10 **STATE OF CALIFORNIA**

10 In the Matter of the Accusation Against:  
11 **GREEN COLLISION, INC.**  
12 **Bahram Mashhood, President, Secretary, and**  
13 **Treasurer**  
14 **4525 Rosemead Blvd.**  
15 **Pico Rivera, California 90660**  
16 **Automotive Repair Dealer Reg. No. ARD 258754**  
17 Respondent.

Case No. 77/14-25

**ACCUSATION**

18 Complainant alleges:

19 **PARTIES**

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

22 2. On July 9, 2009, the Director of Consumer Affairs issued Automotive Repair Dealer  
23 Registration Number ARD 258754 to Respondent Green Collision, Inc. with Bahram Mashhood  
24 as its President, Secretary, and Treasurer. This registration was in effect at all times alleged in  
25 this Accusation and expires on April 30, 2015, unless renewed.

26 **JURISDICTION AND RELEVANT STATUTES**

27 3. This Accusation is brought under the following laws. All section references are to the  
28 Business and Professions Code.

4. In pertinent part, Business and Professions Code section 9884.7 authorizes the  
Director to discipline an automotive repair dealer registration for certain acts and omissions:

1           “(a) The director, where the automotive repair dealer cannot show there  
2 was a bona fide error, may deny, suspend, revoke, or place on probation the  
3 registration of an automotive repair dealer for any of the following acts or omissions  
4 related to the conduct of the business of the automotive repair dealer, which are done  
5 by the automotive repair dealer or any automotive technician, employee, partner,  
6 officer, or member of the automotive repair dealer.

7                       (1) Making or authorizing in any manner or by any means  
8 whatever any statement written or oral which is untrue or misleading, and  
9 which is known, or which by the exercise of reasonable care should be  
10 known, to be untrue or misleading.

11                      (2) Causing or allowing a customer to sign any work order  
12 which does not state the repairs requested by the customer or the  
13 automobile’s odometer reading at the time of repair.

14                      ...

15                      (4) Any other conduct that constitutes fraud.

16                      ...

17                      (6) Failure in any material respect to comply with the provisions  
18 of this chapter or regulations adopted pursuant to it.

19                      (7) Any willful departure from or disregard of accepted trade  
20 standards for good and workmanlike repair in any material respect, which is  
21 prejudicial to another without consent of the owner or his or her duly  
22 authorized representative.

23                      (b) Except as provided for in subdivision (c), if an automotive repair  
24 dealer operates more than one place of business in this state, the director pursuant to  
25 subdivision (a) shall only suspend, revoke, or place on probation the registration of  
26 the specific place of business which has violated any of the provisions of this chapter.  
27 This violation, or action by the director, shall not affect in any manner the right of the  
28 automotive repair dealer to operate his or her other places of business.

                    (c) Notwithstanding subdivision (b), the director may suspend, revoke, or  
place on probation the registration for all places of business operated in this state by  
an automotive repair dealer upon a finding that the automotive repair dealer has, or is,  
engaged in a course of repeated and willful violations of this chapter, or regulations  
adopted pursuant to it.”

5.     Section 9884.8 sets requirements for invoices and work orders for automotive repairs:

                    “All work done by an automotive repair dealer, including all warranty  
work, shall be recorded on an invoice and shall describe all service work done and  
parts supplied. Service work and parts shall be listed separately on the invoice, which  
shall also state separately the subtotal prices for service work and for parts, not  
including sales tax, and shall state separately the sales tax, if any, applicable to each.  
If any used, rebuilt, or reconditioned parts are supplied, the invoice shall clearly state  
that fact. If a part of a component system is composed of new and used, rebuilt or  
reconditioned parts, that invoice shall clearly state that fact. The invoice shall include  
a statement indicating whether any crash parts are original equipment manufacturer  
crash parts or nonoriginal equipment manufacturer aftermarket crash parts. One copy  
of the invoice shall be given to the customer and one copy shall be retained by the  
automotive repair dealer.”

///

1 **BUREAU OF AUTOMOTIVE REPAIR REGULATIONS**

2 6. Title 16 section 3356 of the California Code of Regulations sets standards for  
3 automotive service and repair invoices:

4 “(a) All invoices for service and repair work performed, and parts  
5 supplied, as provided for in Section 9884.8 of the Business and Professions Code,  
6 shall comply with the following:

7 (1) The invoice shall show the automotive repair dealer's registration  
8 number and the corresponding business name and address as shown in the Bureau's  
9 records. If the automotive repair dealer's telephone number is shown, it shall comply  
10 with the requirements of subsection (b) of Section 3371 of this chapter.

11 (2) The invoice shall separately list, describe and identify all of the  
12 following:

13 (A) All service and repair work performed, including all  
14 diagnostic and warranty work, and the price for each described service and  
15 repair.

16 (B) Each part supplied, in such a manner that the customer can  
17 understand what was purchased, and the price for each described part. The  
18 description of each part shall state whether the part was new, used,  
19 reconditioned, rebuilt, or an OEM crash part, or a non-OEM aftermarket  
20 crash part.

21 (C) The subtotal price for all service and repair work performed.

22 (D) The subtotal price for all parts supplied, not including sales  
23 tax.

24 (E) The applicable sales tax, if any.

25 (b) If a customer is to be charged for a part, that part shall be specifically  
26 listed as an item in the invoice, as provided in subparagraph (B) of paragraph (2) of  
27 subsection (a) above. If that-item is not listed in the invoice, it shall not be regarded  
28 as a part, and a separate charge may not be made for it.

(c) Separate billing in an invoice for items generically noted as shop  
supplies, miscellaneous parts, or the like, is prohibited.

(d) The automotive repair dealer shall give the customer a legible copy of  
the invoice and shall retain a legible copy as part of the automotive repair dealer's  
records pursuant to Section 9884.11 of the Business and Professions Code and  
Section 3358 of this article.”

7. Title 16 section 3365 of the California Code of Regulations sets accepted trade  
standards for automotive body and frame repairs:

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

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

3 (b) All corrosion protection shall be applied in accordance with  
4 manufacturers' specifications or nationally distributed and periodically updated  
service specifications that are generally accepted by the autobody repair industry."

5 **COST RECOVERY**

6 8. Section 125.3 authorizes the Bureau to ask an administrative law judge to direct  
7 licensees found to have violated licensing acts to pay their case's reasonable investigation and  
8 enforcement costs.

9 **FACTUAL SUMMARY PART I:**  
10 **CONSUMER COMPLAINT REGARDING A 2014 NISSAN VERSA**

11 9. On November 19, 2013, another driver crashed into the back of a 2014 Nissan Versa  
12 owned by O.P.<sup>1</sup>, damaging the car's rear bumper, rear body panel, right tail lamp, floor, deck lid,  
13 and unit body.

14 10. On November 20, 2013, the owner had Respondent Green Collision Inc. tow the  
15 vehicle from the owner's home to their shop.

16 11. Two days later, a claims adjuster from Century National Insurance Company, the  
17 insurer for the driver who caused the accident, went to Respondent's shop and inspected the car.  
18 The adjuster then prepared a detailed estimate of the repairs he believed were needed and sent it  
19 to Respondent. Respondent accepted this estimate as the basis for its repair work on the Nissan  
20 Versa. Respondent also requested two supplemental payments from the insurance company for  
21 towing and additional parts and repairs, which the insurer agreed to.

22 12. On December 4, 2013, Respondent's employee told the owner the car's repairs were  
23 almost completed, but when the owner visited their shop the next day, the car was still  
24 disassembled and the repair uncompleted.

25 13. Three weeks later, on December 23, 2013, Respondent finally completed their  
26 purported repairs. The owner retrieved the car, received an invoice prepared by Respondent, and  
27

28 <sup>1</sup> Initials are used to protect the consumer's privacy.

1 left. The owner paid nothing since the repairs were paid for by Century National Insurance  
2 Company.

3 14. Century National Insurance Company paid Respondent \$7,351.61 for Respondent's  
4 work on the Nissan Versa based upon their estimate of repair and the two supplemental payments  
5 Respondent requested.

6 15. Within the first week after Respondent's repairs, the owner started noticing problems:  
7 first, the owner found a loose plastic part around the rear tire. The owner took the car back to  
8 Respondent and Respondent reinstalled it. But then the owner noticed the rear bumper was loose.  
9 The owner took the car back to Respondent again, but an employee refused to make further  
10 repairs. So the owner complained to the Bureau.

11 16. On February 20, 2014, a Bureau investigator inspected O.P.'s 2014 Nissan Versa and  
12 found that Respondent had failed to repair it as estimated, as detailed below. The total value of  
13 the repairs Respondent failed to make is approximately \$2,252.89.

14 17. On April 24, 2014, a Bureau representative met with Bahram Mashhood, the owner of  
15 Respondent Green Collision Inc., and his employee. Mr. Mashhood and the employee stated that  
16 the vehicle was repaired according to the estimate of record prepared by Century National  
17 Insurance Company and according to the two supplements their shop requested. They also  
18 confirmed that they had received and deposited three checks from the insurer totaling \$7,351.61.

19 **FIRST CAUSE FOR DISCIPLINE**

20 **(Fraud)**

21 18. Respondent is subject to discipline under section 9884.7(a)(4) for fraud for falsely  
22 claiming to have made the following repairs on O.P.'s 2014 Nissan Versa and for accepting  
23 payment from Century National Insurance Company for these nonexistent repairs:

- 24 A. Repairing the unibody frame;  
25 B. Replacing the rear impact bar or the rear body panel;  
26 C. Repairing the rear floor pan;  
27 D. Replacing the trunk hinges; and  
28 E. Finishing the trunk lid.



27. Respondent gave O.P. an invoice dated November 20, 2013, that had the following listing of the service and repair work done:

R.O. Number	Release Date:	Terms	Estimate By:	
22596	12/23/2013		PS	
Quantity	Item Code	Description	Price Each	Amount
	GROSS PARTS	GRDSS PARTS	1,935.35	1,935.35
41.9	LABOR 1A	SHEET METAL REPAIR	50.00	2,095.00
19.6	LABOR4A	REFINISH REPLACE	50.00	980.00
0.5	LABOR 2B	MECH/ELEC REPLACE	105.00	52.50
19.6	PAINT	PAINT AND MATERIALS	34.00	666.40
	SUBLET	REPAIRS AND REPLACEMENT	656.00	656.00
	SUBLET	REPAIRS AND REPLACEMENT	461.65	461.65
		Sales Tax	10.00%	260.18
<b>Payments/Credits</b>				\$-7,107.08
			<b>Total</b>	\$7,107.08

28. This invoice provided had the following violations:

A. Section 9884.8 and 16 Cal.Code Regs. § 3356(a)(2)(C-E): It did not have separate subtotals for service work and for parts, which meant it also did not state separately the sales tax for each.

B. Section 9884.8 and 16 Cal.Code Regs. § 3356(a)(2)(B): It did not include a statement indicating whether any crash parts are original equipment manufacturer crash parts or nonoriginal equipment manufacturer aftermarket crash parts.

C. 16 Cal.Code Regs. § 3356(a)(2)(A): It did not separately list, or describe, or identify all of service and repair work performed, including all diagnostic and warranty work, and

1 the price for each described service and repair; instead, the list had vague entries such as "sheet  
2 metal repair", "refinish replace", "mech/elec replace", and "repairs and replacement".

3 D. 16 Cal.Code Regs. §§ 3356(a)(2)(B) and 3356(b): It did not list parts supplied,  
4 in such a manner that the customer can understand what was purchased, and the price for each  
5 described part; instead it had an entry for "gross parts" in the amount of \$1935.35.

6 E. 16 Cal.Code Regs. § 3356(c): It had separate billing for items generically  
7 noted, including "refinish replace", "mech/elec replace", and two entries for "repairs and  
8 replacement".

9 **FOURTH CAUSE FOR DISCIPLINE**

10 **(Willful Departure from Accepted Trade Standards)**

11 29. Respondent is subject under discipline under Section 9884.7(a)(7) and its  
12 implementing regulation Title 16 section 3365(a) for willfully departing from accepted trade  
13 standards for good and workmanlike repair by failing to properly repair O.P.'s 2014 Nissan  
14 Versa's right and left quarter panels and its right and left taillamp sockets, causing ill-fitting  
15 taillamps and misalignment of the trunk lid.

16 30. Complainant realleges paragraphs 9 through 22.

17 **FACTUAL SUMMARY PART 2:**

18 **UNDERCOVER OPERATION INVOLVING A 2007 TOYOTA TRUCK**

19 31. On December 6, 2013, a Bureau operator took a 2007 Toyota truck to Respondent  
20 Green Collision, Inc. on 4525 Rosemead Boulevard in Pico Rivera, California.

21 32. The Bureau had induced damage to the Toyota's right front corner and two right side  
22 passenger doors. It also obtained a fictitious insurance policy for the Toyota with the cooperation  
23 of Mercury Insurance.

24 33. While at Respondent's shop on December 6, 2013, Respondent's employees  
25 inspected the vehicle, had the operator sign work authorization forms, and took the operator's  
26 Mercury Insurance information.





1 C. 16 Cal.Code Regs. § 3356(a)(2)(A): It did not separately list, or describe, or  
2 identify all of service and repair work performed, including all diagnostic and warranty work, and  
3 the price for each described service and repair; instead, the list had vague entries such as "gross  
4 parts", "parts adjustments" "sheet metal repair", "refinish replace", "repairs and replacement",  
5 and "other parts."

6 D. 16 Cal.Code Regs. §§ 3356(a)(2)(B) and 3356(b): It did not list parts supplied,  
7 in such a manner that the customer can understand what was purchased, and the price for each  
8 described part; instead it had an entry for "gross parts" in the amount of \$1612.34 and an entry for  
9 "other parts" in the amount of \$8.

10 E. 16 Cal.Code Regs. § 3356(c): It had separate billing for items generically  
11 noted, including "gross parts", "parts adjustments" "sheet metal repair", "refinish replace", and  
12 "repairs and replacement".

### 13 DISCIPLINARY CONSIDERATIONS

#### 14 PRIOR DISCIPLINARY ACTION

15 47. On May 24, 2004, the Bureau disciplined Bahram Mashhood, Respondent's owner,  
16 for violations arising out of his operation of another automobile repair dealer. The discipline  
17 included 10 days' suspension of his automobile repair dealer registration, placement of that  
18 registration on three years' probation, and an order pay restitution to three consumers

#### 19 ADDITIONAL REGISTRATION

20 48. Under section 9884.7, subdivision (c), the Director may suspend, revoke, or place on  
21 probation the registration for all places of business operated in this state by Respondent Green  
22 Collision Inc., owned by Bahram Mashhood, upon a finding that Respondent has, or is, engaged  
23 in a course of repeated and willful violations of the laws and regulations pertaining to an  
24 automotive repair dealer.

25 49. Respondent holds a second Automotive Repair Dealer Registration Number, ARD  
26 265521, also issued to Green Collision Inc. and owned by Bahram Mashhood. This registration  
27 expired on June 30, 2013 and has not been renewed.

28 ///

1 **PRAYER**

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

4 1. Revoking or suspending Automotive Repair Dealer Registration Number  
5 ARD 258754, issued to Green Collision, Inc. with Bahram Mashhood as its President, Secretary,  
6 and Treasurer;

7 2. Revoking or suspending any automotive repair dealer registration issued to Green  
8 Collision, Inc. with Bahram Mashhood as its President, Secretary, and Treasurer;

9 3. Ordering Green Collision, Inc. with Bahram Mashhood as its President, Secretary,  
10 and Treasurer to pay the Director of Consumer Affairs the reasonable costs of the investigation  
11 and enforcement of this case, pursuant to Business and Professions Code section 125.3;

12 4. Taking such other and further action as deemed necessary and proper.

13  
14 DATED: November 17, 2014 Patrick Dorais

15 PATRICK DORAIS  
16 Chief  
17 Bureau of Automotive Repair  
18 Department of Consumer Affairs  
19 State of California  
20 Complainant

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