

**STATE OF RHODE ISLAND  
DEPARTMENT OF BUSINESS REGULATION  
DIVISION OF COMMERCIAL LICENSING  
1511 PONTIAC AVE., BLDG. 69  
CRANSTON, RI 02905**

---

**In the Matter Of:** :  
:   
:   
**American Auto Body & Collision,** :   
**Inc.,** : **DBR No. 24AB0001**  
:   
**Respondent.** :   
:

---

**CONSENT AGREEMENT**

The Department of Business Regulation through its Division of Commercial Licensing (“Division”), and American Auto Body & Collision, Inc. (“Respondent”) hereby consent and agree that:

1. Respondent is an auto body business located at 1006 Cranston St., Cranston, RI 02920 and possesses Motor Vehicle Body Class B License No. AB0000237-B (“License”), which has an expiration date of December 31, 2024.
2. Respondent was incorporated as a domestic for-profit corporation on August 17, 2017.
3. Mr. Yousseff Rouhana is designated as Respondent’s President and Registered Agent, pursuant to the 2024 Annual Report filed with the Rhode Island Office of the Secretary of State.
4. On June 10, 2022, a 2015 white Kia Sorrento, VIN No. 5XYKWDA79FG551041 (the “Vehicle”) was towed to the Respondent’s shop for the estimate and repair of damage that occurred to the Vehicle on February 24, 2022.
5. Also on June 10, 2022, the owner of the Vehicle, [REDACTED] signed a *Direction to Pay and Authorize Repairs* (“Direction to Pay”) form in favor of the Respondent.
6. Thereafter, the Vehicle was inspected by an adjuster for Auto Club Enterprises Insurance Group, who produced an insurance estimate regarding the proposed repairs, dated June 17, 2022 (the “Estimate”).
7. The Estimate provided for one-hundred and seventeen (17) lines of repair to the Vehicle. The Estimate included but was not limited to the following: at line 34, replacement of the engine cradle with one of similar like, kind and quality; at lines 30 and

31, replacement of two (2) of the Vehicle's rims; at line 40, replacement of two (2) of the Vehicle's tires. The total cost of repairs written in the Estimate was twelve-thousand two-hundred and eight dollars and sixty-two cents (\$12,208.62).

8. On September 6, 2022, [REDACTED] the Vehicle's routine driver and [REDACTED] daughter, filed a complaint with the Division ("Complaint"), regarding the insufficient repair of the Vehicle.
9. The Complaint stated that after she picked up the Vehicle from Respondent's shop, [REDACTED] experienced "nonstop issues," including but not limited to the continued existence of a cracked engine cradle, rims that still possessed the marks made by the insurance adjuster, and tires that were not replaced and as a result, "blew out" on more than one occasion.
10. On September 6, 2022, the Division sent the Respondent the Complaint, and asked Respondent to review the Complaint and reply with any relevant information, including "the complain[t] response sheet and copy of all receipts and paperwork for the complaint."
11. On September 9, 2022, the Complainant supplemented her Complaint by e-mail with information regarding her attempts to resolve the Vehicle's insufficient repairs directly with the Respondent's owner before filing the Complaint, in contrast to initial information received from Respondent that it was not aware of any complaints regarding the Vehicle's repairs.
12. On or about September 22, 2022, the Complainant took the Vehicle to Gino's Auto Body & Sales, Inc., located at 4 Tag Dr., North Providence, RI 02911 (License No. AB.0000849-B) ("Gino's"), where it was evaluated by Gino's owner, Scott Ruggiero.
13. Mr. Ruggiero went through the Estimate and made notations for the Complainant on what was fixed and what was not fixed on the Vehicle ("Gino's Estimate"). Mr. Ruggiero made the following hand-written stand alone notations:
  - Improper Installation of Brushed Chrome Lower Valance;
  - Since CAPA Bumper Fits Poorly Non OEM Fit, A OEM Cover is Required For True Fit;
  - Missing Part Chrome Bezel;
  - Screw A OEM Cover is Required for True Fit;
  - Fit Shop Added Non OEM Self Tapping;
  - Repaired Screw to Hold Lower Cover to Fender. Poor Quality Shop Collected for Part and Did Not Replace;
  - Overspray on Black Rubber Gasket - Poor Tape Job in Prep;
  - Needs New Grille Pics Show Broken Tabs;
  - Shop Collected for new CAPA Fender, - Poor Repair OEM Decal on Orig Lt Fender Poor Color Match.

14. Gino's Estimate included, but was not limited to, the following conclusions:
  - Lines 30 and 31: left front and rear wheels not replaced;
  - Line 34: LKQ engine cradle not replaced;
  - Line 36: Left stabilizer link not replaced;
  - Lines 46 and 47: Left outer and inner tie rods not replaced;
  - Line 57: Left front door outer panel w/o molding not replaced;
  - Line 73: Left rear door outer panel w/o molding not replaced.
15. On September 27, 2022, the Division sent Respondent a second request for information relative to the Complaint, with special instructions regarding the Complaint Response sheet and required explanations for information missing therefrom.
16. On or about September 29, 2022 Respondent returned the Complaint Response form, which was incompletely answered, along with various receipts and documentation concerning the repair of the Vehicle; not included in the package of materials Respondent sent was any final repair bill for the Vehicle, or receipt, packing slip, or other documentary evidence of the purchase of a replacement engine cradle, tires or rims.
17. On May 5, 2023, the Division sent the Respondent a request for the Vehicle's replacement engine cradle's invoice.
18. On May 10, 2023, Mr. Rouhanna sent the Division a letter stating the following: "I [h]ave reviewed the work folder for [REDACTED] [r]epairs during the time the previous general manager handled her repairs and cannot seem to find a receipt for an engine cradle in the file. I did on the other hand found a receipts for a new radio[.] the customer apparently had requested and never paid for. We are more than willing to either replace the engine cradle for her or compensate her with what was paid out to use by the insurance for the engine cradle. Please let us now howe we can help resolve this matter."

#### Applicable Law

19. Pursuant to R.I. Gen. Laws § 5-38-10:

"The department of business regulation may deny an application for license or suspend or revoke a license after it has been granted, for the following reasons: ...

- (3) For any failure to comply with the provisions of this section or with any rule or regulation promulgated by the commission under § 5-38-5;
- (4) For defrauding any customer;...
- (8) For willful failure to perform work as contracted for;
- (9) For failure to comply with the safety standards of the industry..."

20. Pursuant to R.I. Gen. Laws § 5-38-10.1, *Civil penalties for violations*: “In addition to every other power granted the department of business regulation, the department may fine a licensee not more than one hundred dollars (\$100) for any violation or failure to comply with the provisions of this chapter or with any rule or regulation promulgated by the department.”
21. Pursuant to R.I. Gen. Laws § 5-38-28, *Repair certification*: “The automobile body repair shop shall include in the documentation of each repair, a repair bill executed by the automobile body repair shop and certifying under the penalties of perjury, the repairs to a particular vehicle that have actually been made.”
22. Pursuant to 230-RICR-30-05-02, Motor Vehicle Body and Salvage Vehicle Repair regulation (the “Regulation”), § 2.17(A), the final repair bill for each vehicle repaired must be maintained for two (2) years from the date of the repair.

### Conditions

23. In an effort to affect a timely and amicable resolution of the issues raised in this Consent Agreement without an administrative hearing, the Parties enter into this Consent Agreement solely for the purposes of avoiding the burdens and expenses of litigation, and pursuant to the following terms and conditions:
  - a. On or before **May 31, 2024**, Respondent shall pay to the Complainant the amount of twelve-thousand two hundred and eight dollars and sixty-two cents (\$12,208.62), which is the total value of repairs written in the Estimate and paid to the Respondent through the Direction to Pay;
  - b. On or before **May 31, 2024**, Respondent shall pay an administrative penalty to the Department in the amount of one thousand five hundred dollars (\$1,500.00) made payable to the “Rhode Island General Treasurer” for violations of R.I. Gen. Laws § 5-38-10(8) and (9) regarding the insufficient repair of the Vehicle; and
  - c. Beginning **July 1, 2024**, Respondent’s License shall be suspended for a period of fourteen (14) business days.
24. *Final Determination*. The parties agree that this Consent Agreement and its terms represent the final determination of this matter.
25. *Waiver of Hearing and Appeal*. By agreeing to resolve this matter through the execution of this Consent Agreement, Respondent 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.*
26. *Enforcement*. If Respondent fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, the Respondent will be in

violation hereunder and the Department shall be entitled to immediately take enforcement or other action in accordance with applicable law.

27. *Compliance; Laws.* Compliance with the terms of this Consent Agreement does not relieve Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department of any other governmental agency.

[THIS SPACE INTENTIONALLY BLANK]

**SIGNATURE PAGE**

For the Department:

Respondent American Auto Body &  
Collision, Inc.

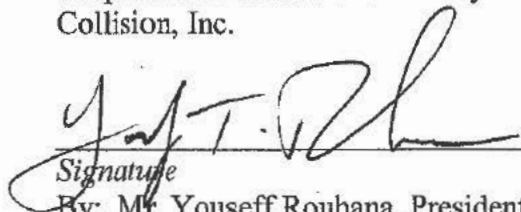


*Signature*

Donald DeFedele

Associate Director, Commercial Licensing

Date: May 28, 2024

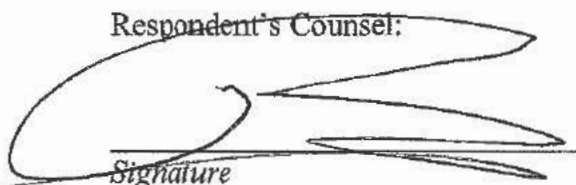


*Signature*

By: Mr. Youseff Rouhana, President

Date: 5-28-2024

Respondent's Counsel:



*Signature*

By: Peter Petrarca, Esq.

Date: 5-28-24