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9 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**
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13 In the Matter of the Accusation Against:

Case No. 79/18-17630

14 **JAFAR AHRAR, OWNER**
15 **DBA J A AUTO SERVICE & SMOG**
16 **1353 Pine Street, A**
Walnut Creek, CA 94596

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

17 **Automotive Repair Dealer Registration No.**
ARD 231200
18 **Smog Check Station License No. RC 231200**

19 **and**

20 **JAFAR AHRAR**
21 **926 Bancroft Road**
Concord, CA 94518

22 **Smog Check Inspector (EO) License No.**
146922
23 **Smog Check Repair Technician (EI) License**
No. 146922

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

PARTIES

1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair (Bureau). He brought this action solely in his official capacity and is represented in this matter by Xavier Becerra, Attorney General of the State of California, by Susana A. Gonzales, Deputy Attorney General.

2. Jafar Ahrar, Owner, doing business as J A Auto Service & Smog (Respondent JA Auto), and Jafar Ahrar (Respondent Ahrar) are represented in this proceeding by attorney Michael B. Levin, whose address is: 3727 Camino Del Rio South, Suite 200, San Diego, CA 92108.

3. On or about January 24, 2004, the Bureau of Automotive Repair issued Automotive Repair Dealer Registration Number ARD 231200 to Respondent JA Auto. The Automotive Repair Dealer Registration expired on December 31, 2017, and has not been renewed.

4. On or about June 13, 2014, the Bureau of Automotive Repair issued Smog Check Station License Number RC 231200 to Respondent JA Auto. The Smog Check Station License expired on December 31, 2017, and has not been renewed.

5. In 2003, the Bureau issued Advanced Emission Specialist (EA) Technician License No. 146922 to Respondent Ahrar, under SB 1997, the biennial Smog Check Program, implemented on January 1, 1990. License number EA 146922 was due to expire on February 28, 2013, however was cancelled on September 26, 2013.¹ Pursuant to California Code of Regulations, title 16, section 3340.28, subdivision (e), said license was renewed pursuant to Respondent Ahrar's election as Smog Check Inspector (EO) License Number 146922 and Smog Check Repair Technician (EI) License Number 146922. The Smog Check Inspector License and Smog Check Repair Technician License were in full force and effect at all times relevant to the charges brought in this Accusation, and will both expire on February 28, 2021, unless renewed.

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¹ Effective August 1, 2012, California Code of Regulations, title 16, section 3340.28, 3340.29, and 3340.30 were amended to implement a license restructure from Advanced Emission Specialist Technician (EA) license and Basic Area Technician (EB) license to Smog Check Inspector (EO) license and/or Smog Check Repair Technician (EI) license.

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JURISDICTION

6. Accusation No. 79/18-17630 was filed before the Director, and is currently pending against Respondent Ahrar and Respondent JA Auto. The Accusation and all other statutorily required documents were properly served on Respondents on April 30, 2019. Respondent Ahrar and Respondent JA Auto timely filed a Notice of Defense contesting the Accusation.

7. A copy of Accusation No. 79/18-17630 is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

8. Respondent Ahrar and Respondent JA Auto have carefully read, fully discussed with counsel, and understand the charges and allegations in Accusation No. 79/18-17630. Respondent Ahrar and Respondent JA Auto have also carefully read, fully discussed with counsel, and understand the effects of this Stipulated Settlement and Disciplinary Order.

9. Respondent Ahrar and Respondent JA Auto are fully aware of their legal rights in this matter, including the right to a hearing on the charges and allegations in the Accusation; the right to confront and cross-examine the witnesses against them; the right to present evidence and to testify on their own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

10. Respondent Ahrar and Respondent JA Auto voluntarily, knowingly, and intelligently waive and give up each and every right set forth above.

CULPABILITY

11. Respondent Ahrar and Respondent JA Auto admit the truth of each and every charge and allegation in Accusation No. 79/18-17630.

12. Respondent JA Auto agrees that its Smog Check Station License is subject to discipline and it agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

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13. Respondent Ahrar agrees that his Smog Check Inspector License and Smog Check Repair Technician License are subject to discipline and he agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.

CONTINGENCY

14. This stipulation shall be subject to approval by the Director of Consumer Affairs or the Director's designee. Respondents understand and agree that counsel for Complainant and the staff of the Bureau of Automotive Repair may communicate directly with the Director and staff of the Department of Consumer Affairs regarding this stipulation and settlement, without notice to or participation by Respondents or their counsel. By signing the stipulation, Respondents understand and agree that they may not withdraw their agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

15. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

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

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

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Smog Check Station License No. RC 231200, issued to J A Auto Service & Smog (Respondent JA Auto), and Smog Check Inspector License No. EO 146922 and Smog Check Repair Technician License No. EI 146922 issued to Jafar Ahrar (Respondent Ahrar) are revoked. However, the revocations are stayed and Respondent J A Auto's Smog Check Station License and Respondent Ahrar's Smog Check Inspector License No. EO 146922 and Smog Check Repair Technician License No. EI 146922 are placed on probation for three (3) years on the following terms and conditions.

1. **Obey All Laws.** During the period of probation, Respondents shall comply with all federal and state statutes, regulations and rules governing all BAR registrations and licenses held by Respondent.

2. **Actual Suspension.** Smog Check Station License No. RC 231200 issued to Respondent JA Auto is suspended for 15 consecutive days beginning on the effective date of the Decision and Order.

3. **Actual Suspension.** Smog Check Inspector License No. EO 146922 and Smog Check Repair Technician License No. EI 146922 issued to Respondent Ahrar are suspended for 15 consecutive days beginning on the effective date of the Decision and Order.

4. **Posting of Sign.** During the period of suspension, Respondent JA Auto shall prominently post a sign or signs, provided by BAR, indicating the beginning and ending dates of the suspension and indicating the reason for the suspension. The sign or signs shall be conspicuously displayed in a location or locations open to and frequented by customers. The location(s) of the sign(s) shall be approved by BAR and shall remain posted during the entire period of actual suspension.

5. **Training Course.** During the period of probation, Respondent Ahrar shall attend and successfully complete a BAR-specified and -approved training course in inspection, diagnosis

1 and/or repair of emission systems failures and engine performance, applicable to the class of
2 license held by the Respondent Ahrar. Respondent Ahrar shall provide to the Bureau proof of
3 enrollment in the course within 30 days of the effective date of the decision, and proof of
4 successful course completion within 180 days of the effective date of the decision. Failure to
5 provide proof of enrollment and/or successful course completion to the Bureau within the
6 timeframes specified shall constitute a violation of probation, and Respondent shall be prohibited
7 from issuing any certificate of compliance or noncompliance until such proof is received.

8 **6. Quarterly Reporting.** During the period of probation, Respondents shall report
9 either by personal appearance or in writing as determined by BAR on a schedule set by BAR, but
10 no more frequently than once each calendar quarter, on the methods used and success achieved in
11 maintaining compliance with the terms and conditions of probation.

12 **7. Report Financial Interests.** Respondent JA Auto shall, within 30 days of the
13 effective date of the decision and within 30 days from the date of any request by BAR during the
14 period of probation, report any financial interest which any Respondent JA Auto or any partners,
15 officers, or owners of any Respondent JA Auto's facility may have in any other business required
16 to be registered pursuant to Section 9884.6 of the Business and Professions Code.

17 **8. Access to Examine Vehicles and Records.** Respondent JA Auto shall provide BAR
18 representatives unrestricted access to examine all vehicles (including parts) undergoing service,
19 inspection, or repairs, up to and including the point of completion. Respondent JA Auto shall also
20 provide BAR representatives unrestricted access to all records pursuant to BAR laws and
21 regulations.

22 **9. Tolling of Probation.** If, during probation, Respondent JA Auto or Respondent
23 Ahrar leaves the jurisdiction of California to reside or do business elsewhere or otherwise ceases
24 to do business in the jurisdiction of California, Respondent JA Auto and/or Respondent Ahrar
25 shall notify BAR in writing within 10 days of the dates of departure and return, and of the dates
26 of cessation and resumption of business in California. All provisions of probation other than cost
27 reimbursement requirements, restitution requirements, training requirements, and that
28 Respondents obey all laws, shall be held in abeyance during any period of time of 30 days or

1 more in which Respondent JA Auto and/or Respondent Ahrar are not residing or engaging in
2 business within the jurisdiction of California. All provisions of probation shall recommence on
3 the effective date of resumption of business in California. Any period of time of 30 days or more
4 in which Respondent JA Auto and/or Respondent Ahrar are not residing or engaging in business
5 within the jurisdiction of California shall not apply to the reduction of this probationary period or
6 to any period of actual suspension not previously completed. Tolling is not available if business
7 or work relevant to the probationary licenses is conducted or performed during the tolling period.

8 **10. Violation of Probation.** If Respondent JA Auto or Respondent Ahrar violate or fail
9 to comply with the terms and conditions of probation in any respect, the Director, after giving
10 notice and opportunity to be heard, may set aside the stay order and carry out the disciplinary
11 order provided in the decision. Once Respondent JA Auto and/or Respondent Ahrar are served
12 notice of BAR's intent to set aside the stay, the Director shall maintain jurisdiction, and the
13 period of probation shall be extended until final resolution of the matter.

14 **11. Maintain Valid License.** Respondent JA Auto and Respondent Ahrar shall, at all
15 times while on probation, maintain a current and active registration and/or license(s) with BAR,
16 including any period during which suspension or probation is tolled. If Respondent JA Auto or
17 Respondent Ahrar's registration or license is expired at the time the decision becomes effective,
18 the registration or license must be renewed by Respondent JA Auto or Respondent Ahrar within
19 30 days of that date. If Respondent JA Auto or Respondent Ahrar's registration or license expires
20 during a term of probation, by operation of law or otherwise, then upon renewal Respondent JA
21 Auto and/or Respondent Ahrar's registration or license shall be subject to any and all terms and
22 conditions of probation not previously satisfied. Failure to maintain a current and active
23 registration and/or license during the period of probation shall also constitute a violation of
24 probation.

25 **12. Cost Recovery.** Respondent JA Auto and Respondent Ahrar shall be jointly and
26 severally liable for and shall pay the Bureau of Automotive Repair \$4,836.75 for the reasonable
27 costs of the investigation and enforcement of case No. 79/18-17630. Respondents shall be
28 permitted to pay these costs in a payment plan approved by the Bureau. Any agreement for a

1 scheduled payment plan shall require full payment to be completed no later than six (6) months
2 before probation terminates. Respondents shall make payment by check or money order payable
3 to the Bureau of Automotive Repair and shall indicate on the check or money order that it is for
4 cost recovery payment for case No. 79/18-17630. Any order for payment of cost recovery shall
5 remain in effect whether or not probation is tolled. Probation shall not terminate until full cost
6 recovery payment has been made. BAR reserves the right to pursue any other lawful measures in
7 collecting on the costs ordered and past due, in addition to taking action based upon the violation
8 of probation.

9 **13. Completion of Probation.** Upon successful completion of probation, Respondent JA
10 Auto and Respondent Ahrar's affected registration and/or license(s) will be fully restored or
11 issued without restriction, if Respondent JA Auto and Respondent Ahrar meet all current
12 requirements for registration or licensure and have paid all outstanding fees, monetary penalties,
13 or cost recovery owed to BAR.

14 **14. License Surrender.** Following the effective date of a decision that orders a stay of
15 invalidation or revocation, if Respondent JA Auto and/or Respondent Ahrar cease business
16 operations or are otherwise unable to satisfy the terms and conditions of probation, Respondent
17 JA Auto and/or Respondent Ahrar may request that the stay be vacated. Such request shall be
18 made in writing to BAR. The Director and the BAR Chief reserve the right to evaluate the request
19 and to exercise discretion whether to grant the request or take any other action deemed
20 appropriate or reasonable under the circumstances. Upon formal granting of the request, the
21 Director will vacate the stay order and carry out the disciplinary order provided in the decision.
22 Respondent JA Auto and/or Respondent Ahrar may not petition the Director for reinstatement of
23 the surrendered registration and/or license(s), or apply for a new registration or license(s) under
24 the jurisdiction of BAR at any time before the date of the originally scheduled completion of
25 probation. If Respondent JA Auto and/or Respondent Ahrar apply to BAR for a registration or
26 license at any time after that date, they must meet all current requirements for registration or
27 licensure and pay all outstanding fees or cost recovery owed to BAR and left outstanding at the
28 time of surrender.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Michael B. Levin. I understand the stipulation and the effect it will have on my Smog Check Station License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: _____ Signed Copy on File
JAFAR AHRAR, OWNER, DBA J A AUTO
SERVICE & SMOG
Respondent JA Auto

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Michael B. Levin. I understand the stipulation and the effect it will have on my Smog Check Inspector License and Smog Check Repair Technician License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: _____ Signed Copy on File
JAFAR AHRAR
Respondent Ahrar

I have read and fully discussed with Jafar Ahrar (Respondent Ahrar) and Jafar Ahrar, Owner, doing business as J A Auto Service & Smog (Respondent JA Auto) the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: _____ Signed Copy on File
Michael B. Levin
Attorney for Respondent Ahrar and Respondent JA Auto

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney , Michael B. Levin. I understand the stipulation and the effect it will have on my Smog Check Station License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly , and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: June 1, 2020

Signed Copy on File

JAFAR AHRAR, OWNER, OBA J A AUTO
SERVICE & SMOG
Respondent JA Auto

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, Michael B. Levin. I understand the stipulation and the effect it will have on my Smog Check Inspector License and Smog Check Repair Technician License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly , and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: June 1, 2020

Signed Copy on File

JAFAR AHRAR
Respondent Ahrar

I have read and fully discussed with Jafar Ahrar (Respondent Ahrar) and Jafar Ahrar, Owner , doing business as J A Auto Service & Smog (Respondent JA Auto) the terms and conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order. I approve its form and content.

DATED: June 10, 2020

Signed Copy on File
Michael B. Levin
Attorney for Respondent Ahrar and Respondent JA Auto

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ENDORSEMENT

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

DATED: June 1, 2020

Respectfully submitted,
XAVIER BECERRA
Attorney General of California
DIANN SOKOLOFF
Supervising Deputy Attorney General

Signed Copy on File

SUSANA A. GONZALES
Deputy Attorney General
Attorneys for Complainant

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**BEFORE THE
DEPARTMENT OF CONSUMER AFFAIRS
FOR THE BUREAU OF AUTOMOTIVE REPAIR
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

Case No. 79/18-17630

**JAFAR AHRAR, OWNER
DBA J A AUTO SERVICE & SMOG
1353 Pine Street, A
Walnut Creek, CA 94596**

**Automotive Repair Dealer Registration No.
ARD 231200
Smog Check Station License No. RC 231200**

and

**JAFAR AHRAR
926 Bancroft Road
Concord, CA 94518**

**Smog Check Inspector (EO) License No.
146922
Smog Check Repair Technician (EI) License
No. 146922**

Respondents.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the Director of Consumer Affairs and the Bureau of Automotive Repair as the Decision and Order in the above entitled matter.

This Decision shall become effective on September 29, 2020.

It is so ORDERED August 21, 2020.

Signature on File

FOR THE DIRECTOR OF CONSUMER AFFAIRS
BUREAU OF AUTOMOTIVE REPAIR