

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

In the Matter of the Accusation and Petition to Revoke Probation Against:

MOHAMMED K. JABBAR, dba MEMO AUTO SMOG AND REPAIRS

2528 Tesla Way

Sacramento, CA 95825

Automotive Repair Dealer Registration No. ARD 293945

Smog Check Station License No. RC 293945

and

MOHAMMED K. JABBAR

2528 Tesla Way

Sacramento, CA 95825

Smog Check Inspector License No. EO 639466

Smog Check Inspector License No. EI 639466

Respondents.

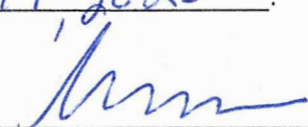
Case No. 79/24-3865

DECISION

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

This Decision shall become effective on August 20, 2025.

IT IS SO ORDERED

July 14, 2025


GRACE ARUPO RODRIGUEZ
Assistant Deputy Director
Legal Affairs Division
Department of Consumer Affairs

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Attorney General of California
2 DAVID E. BRICE
Supervising Deputy Attorney General
3 PHILLIP L. ARTHUR
Deputy Attorney General
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9 **BEFORE THE**
DEPARTMENT OF CONSUMER AFFAIRS
10 **FOR THE BUREAU OF AUTOMOTIVE REPAIR**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation and Petition to
13 Revoke Probation Against:

14 **MOHAMMED K. JABBAR, DBA**
MEMO AUTO SMOG AND REPAIRS
15 **2528 Tesla Way**
Sacramento, CA 95825

16 **Automotive Repair Dealer Registration No.**
17 **ARD 293945**
Smog Check Station License No. RC 293945,

18 **and**

19 **MOHAMMED K. JABBAR**
20 **2528 Tesla Way**
Sacramento, CA 95825

21 **Smog Check Repair Technician License No.**
22 **EI 639466**
Smog Check Inspector License No.
23 **EO 639466**

24 Respondent.

Case No. 79/24-3865

OAH No. 2025020146

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

25
26 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
27 entitled proceedings that the following matters are true:

28 ///

1 **PARTIES**

2 1. Patrick Dorais (Complainant) is the Chief of the Bureau of Automotive Repair
3 (Bureau). He brought this action solely in his official capacity and is represented in this matter by
4 Rob Bonta, Attorney General of the State of California, by Phillip L. Arthur, Deputy Attorney
5 General.

6 2. Respondent Mohammed K. Jabbar, doing business as Memo Auto Smog and Repairs
7 (Respondent), is represented in this proceeding by attorney Jeffrey S. Kravitz, whose address is:
8 1851 Heritage Lane, Suite 128, Sacramento, CA 95815.

9 **Automotive Repair Dealer Registration**

10 3. On or about April 12, 2019, the Bureau issued Automotive Repair Dealer Registration
11 Number ARD 293945 to Respondent. The Automotive Repair Dealer Registration was in full
12 force and effect at all times relevant to the charges brought in Accusation and Petition to Revoke
13 Probation No. 79/24-3865 and will expire on April 30, 2026, unless renewed.

14 **Smog Check Station License**

15 4. On or about April 23, 2019, the Bureau issued Smog Check Station License Number
16 RC 293945 to Respondent. The Smog Check Station License was in full force and effect at all
17 times relevant to the charges brought in Accusation and Petition to Revoke Probation No. 79/24-
18 3865 and will expire on April 30, 2026, unless renewed.

19 **Smog Check Repair Technician License**

20 5. On or about February 5, 2018, the Bureau issued Smog Check Repair Technician
21 License Number EI 639466 to Respondent. The Smog Check Repair Technician License was in
22 full force and effect at all times relevant to the charges brought in Accusation and Petition to
23 Revoke Probation No. 79/24-3865 and will expire on August 31, 2025, unless renewed.

24 **Smog Check Inspector License**

25 6. On or about February 5, 2018, the Bureau issued Smog Check Inspector License
26 Number EO 639466 to Respondent. The Smog Check Inspector License was in full force and
27 effect at all times relevant to the charges brought in Accusation and Petition to Revoke Probation
28 No. 79/24-3865 will expire on August 31, 2026, unless renewed.

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1 adverse decision; and all other rights accorded by the California Administrative Procedure Act
2 and other applicable laws.

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

5 CULPABILITY

6 13. Respondent admits the truth of each and every charge and allegation in Accusation
7 and Petition to Revoke Probation No. 79/24-3865.

8 14. Respondent agrees that his Automotive Repair Dealer Registration, Smog Check
9 Station License, Smog Check Repair Technician License, and Smog Check Inspector License are
10 subject to discipline and agrees to be bound by the Director's probationary terms as set forth in
11 the Disciplinary Order below.

12 CONTINGENCY

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

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

26 17. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
27 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
28 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,

1 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
2 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
3 writing executed by an authorized representative of each of the parties.

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

7 **DISCIPLINARY ORDER**

8 IT IS HEREBY ORDERED that Smog Check Station License No. RC 293945, Smog
9 Check Repair Technician License No. EI 639466, and Smog Check Inspector License No. EO
10 639466, issued to Respondent, are revoked.

11 IT IS FURTHER ORDERED that Automotive Repair Dealer Registration No. ARD
12 293945, issued to Respondent doing business as Memo Auto Smog And Repairs, is revoked.
13 However, the revocation of Automotive Repair Dealer Registration No. ARD 293945 is stayed
14 and Respondent is placed on probation for five (5) years on the following terms and conditions:
15 This Order is to run concurrent to the probationary order in case no. 79/22-382.

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

19 2. **Quarterly Reporting.** During the period of probation, Respondent shall report either
20 by personal appearance or in writing as determined by BAR on a schedule set by BAR, but no
21 more frequently than once each calendar quarter, on the methods used and success achieved in
22 maintaining compliance with the terms and conditions of probation.

23 3. **Report Financial Interests.** Respondent shall, within 30 days of the effective date
24 of the Decision and within 30 days from the date of any request by BAR during the period of
25 probation, report any financial interest which any Respondent or any partners, officers, or owners
26 of any Respondent facility may have in any other business required to be registered pursuant to
27 section 9884.6 of the Business and Professions Code.

28 4. **Access to Examine Vehicles and Records.** Respondent shall provide BAR

1 representatives unrestricted access to examine all vehicles (including parts) undergoing service,
2 inspection, or repairs, up to and including the point of completion. Respondent shall also provide
3 BAR representatives unrestricted access to all records pursuant to BAR laws and regulations.

4 **5. Tolling of Probation.** If, during probation, Respondent leaves the jurisdiction of
5 California to reside or do business elsewhere or otherwise ceases to do business in the jurisdiction
6 of California, Respondent shall notify BAR in writing within 10 days of the dates of departure
7 and return, and of the dates of cessation and resumption of business in California. All provisions
8 of probation other than cost reimbursement requirements, restitution requirements, training
9 requirements, and that Respondent obey all laws, shall be held in abeyance during any period of
10 time of 30 days or more in which Respondent is not residing or engaging in business within the
11 jurisdiction of California. All provisions of probation shall recommence on the effective date of
12 resumption of business in California. Any period of time of 30 days or more in which
13 Respondent is not residing or engaging in business within the jurisdiction of California shall not
14 apply to the reduction of this probationary period or to any period of actual suspension not
15 previously completed. Tolling is not available if business or work relevant to the probationary
16 license or registration is conducted or performed during the tolling period.

17 **6. Violation of Probation.** If Respondent violates or fails to comply with the terms and
18 conditions of probation in any respect, the Director, after giving notice and opportunity to be
19 heard may set aside the stay order and carry out the disciplinary order provided in the Decision.
20 Once Respondent is served notice of BAR's intent to set aside the stay, the Director shall maintain
21 jurisdiction, and the period of probation shall be extended until final resolution of the matter.

22 **7. Maintain Valid License.** Respondent shall, at all times while on probation, maintain
23 a current and active registration and/or license(s) with BAR, including any period during which
24 suspension or probation is tolled. If Respondent's registration or license is expired at the time the
25 Decision becomes effective, the registration or license must be renewed by Respondent within 30
26 days of that date. If Respondent's registration or license expires during a term of probation, by
27 operation of law or otherwise, then upon renewal Respondent's registration or license shall be
28 subject to any and all terms and conditions of probation not previously satisfied. Failure to

1 maintain a current and active registration and/or license during the period of probation shall also
2 constitute a violation of probation.

3 8. **Cost Recovery.** Respondent shall pay the Bureau of Automotive Repair \$8,747.74
4 for the reasonable costs of the investigation and enforcement of case no. 79/24-3865. Respondent
5 shall make such payment as follows: in 54 equal monthly payments of \$162.00 beginning on the
6 effective date of this order. Respondent shall make payment by check or money order payable to
7 the Bureau of Automotive Repair and shall indicate on the check or money order that it is for cost
8 recovery payment for case No. 79/24-3865. Any order for payment of cost recovery shall remain
9 in effect whether or not probation is tolled. Probation shall not terminate until full cost recovery
10 payment has been made. BAR reserves the right to pursue any other lawful measures in
11 collecting on the costs ordered and past due, in addition to taking action based upon the violation
12 of probation.

13 9. **Completion of Probation.** Upon successful completion of probation, Respondent's
14 affected registration will be fully restored or issued without restriction, if Respondent meets all
15 current requirements for registration or licensure and has paid all outstanding fees, monetary
16 penalties, or cost recovery owed to BAR.

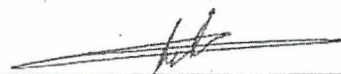
17 10. **License Surrender.** Following the effective date of a decision that orders a stay of
18 invalidation or revocation, if Respondent ceases business operations or is otherwise unable to
19 satisfy the terms and conditions of probation, Respondent may request that the stay be vacated.
20 Such request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

1 outstanding fees or cost recovery owed to BAR and left outstanding at the time of surrender.

2 ACCEPTANCE

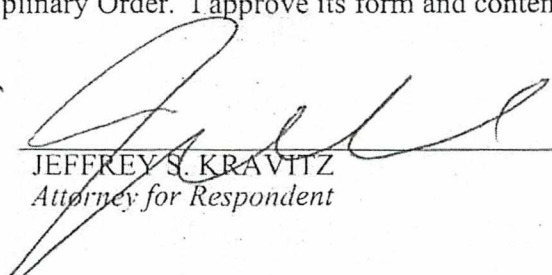
3 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
4 discussed it with my attorney, Jeffrey S. Kravitz. I understand the stipulation and the effect it will
5 have on my Automotive Repair Dealer Registration, Smog Check Station License, Smog Check
6 Inspector License, and Smog Check Repair Technician License. I enter into this Stipulated
7 Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be
8 bound by the Decision and Order of the Director of the Department of Consumer Affairs.

9
10 DATED: 6/25/25


11 MOHAMMAD K. JABBAR, DBA MEMO AUTO
12 SMOG AND REPAIRS
Respondent

13 I have read and fully discussed with Respondent Mohammad K. Jabbar, doing business and
14 Memo Auto Smog And Repairs, the terms and conditions and other matters contained in the
15 above Stipulated Settlement and Disciplinary Order. I approve its form and content.

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17 DATED: 6/26/25


18 JEFFREY S. KRAVITZ
Attorney for Respondent

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ENDORSEMENT

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

DATED: June 26, 2025

Respectfully submitted,

ROB BONTA
Attorney General of California
DAVID E. BRICE
Supervising Deputy Attorney General

Phillip L. Arthur

PHILLIP L. ARTHUR
Deputy Attorney General
Attorneys for Complainant

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