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10 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **IN AND FOR THE COUNTY OF MARICOPA**

12 STATE OF ARIZONA, *ex rel.* MARK
BRNOVICH, Attorney General,

13 Plaintiff,

14 v.

15 DISCOUNT AUTO SALES LLC, an Arizona
16 limited liability company, and EIVAN SHAHARA,
an individual,

17 Defendants.

Case No.: CV2016-002726

CONSENT JUDGMENT

18 Plaintiff State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the "State"), filed a Civil
 19 Complaint (the "Complaint") alleging violations of the Arizona Consumer Fraud Act, Ariz. Rev. Stat.
 20 ("A.R.S.") §§ 44-1521 to 44-1534 (the "Consumer Fraud Act"), against defendants Discount Auto
 21 Sales LLC, an Arizona limited liability company ("Discount Auto"), and Eivan Shahara, an individual
 22 ("Shahara"). Discount Auto and Shahara (collectively, the "Defendants") consented and stipulated to
 23 entry of this Consent Judgment (the "Consent Judgment"), including the findings of fact and
 24 conclusions of law set forth herein, to compromise and settle the claims set forth in the Complaint
 25 asserted against the Defendants. Accordingly, this Court enters this Consent Judgment against the
 26 Defendants.

1 **PARTIES AND JURISDICTION**

2 1. The Consumer Fraud Act authorizes the State to bring this action against the
3 Defendants.

4 2. Discount Auto is an Arizona limited liability company doing business in Maricopa
5 County.

6 3. Shahara is an individual residing in Maricopa County.

7 4. All events, acts and practices described in, and relevant to, this Consent Judgment took
8 place in Maricopa County, Arizona.

9 5. This Court has jurisdiction over the Complaint and the parties necessary for the Court to
10 enter this Consent Judgment and any orders hereafter appropriate pursuant to this Consent Judgment
11 and/or A.R.S. §§ 44-1528 or 44-1532.

12 6. Venue is proper in Maricopa County.

13 7. The Defendants willingly and unequivocally consented and stipulated to the Court's
14 entry of this Consent Judgment after having:

15 a. Been fully advised of their right to a trial in this matter;

16 b. Voluntarily waived their right to a trial; and

17 c. Voluntarily agreed to compromise and settle the claims set forth in the
18 State's Complaint on the terms and conditions of this Consent Judgment.

19 **FINDINGS OF FACT**

20 8. Discount Auto is a member-managed Arizona limited liability company.

21 9. Shahara is the sole member of Discount Auto, and responsible for the acts, practices,
22 and representations of Discount Auto and its agents.

23 10. Shahara formed Discount Auto in 2011, and since, Shahara has operated Discount Auto
24 as a used car dealership located in Phoenix, Arizona.

25 11. From approximately April 2012 through August 2014, Defendants purchased vehicles to
26 be placed in Discount Auto's inventory, offered for sale to the public, and sold to consumers, online

1 from wholesale automobile auction companies such as Manheim Remarketing, Inc. d/b/a Total
2 Resource Auctions (“TRA”), which specialize in salvaged, damaged and otherwise inoperable vehicles.

3 12. TRA advertises itself as, and Defendants understood that TRA was, a company
4 “specializing in salvage, damaged, and inoperable vehicles.”

5 13. Defendants understood that TRA auctioned off some vehicles that were then owned by
6 insurance companies that had purchased the vehicles from prior owners after an event damaged the car
7 to such an extent that the insurance companies deemed the vehicle uneconomical to repair and/or
8 declared the car to be a total loss or totaled.

9 14. Prior to purchasing vehicles from TRA, Defendants attempted to filter out any vehicles
10 that had been branded as “salvaged.”

11 15. The only vehicle specific information Defendants received from TRA prior to
12 purchasing a vehicle online from TRA would be whether the vehicle has a clean title, salvage title or
13 junk title, the name of seller of the vehicle and one or more pictures of the vehicle.

14 16. Prior to purchasing the TRA vehicles online, Defendants made no effort to ascertain the
15 condition or history of the TRA vehicles other than to look at the picture(s) of the vehicle posted by
16 TRA online and review the information provided to it by TRA described above.

17 17. After purchasing a vehicle from TRA, Defendants received a Purchase Invoice from
18 TRA that identified, among other things, the following: (a) the name of the seller/consignor, which was
19 generally an insurance company or an entity related thereto; (b) the vehicle identification number; and
20 (c) if applicable, the general nature of the event giving rise to a total loss declaration, e.g., rollover,
21 collision, or hail.

22 18. After purchasing a vehicle at TRA, Defendants did not apply with the Arizona
23 Department of motor vehicle for title and registration to be put in Discount Auto’s name.

24 19. After purchasing a vehicle at TRA, Defendants received the vehicle from TRA in an as-
25 is condition.

26 20. Many of the vehicles Discount Auto received from TRA were in need of substantial

1 repairs due to prior damage before Discount Auto would offer the vehicles for sale to the public.

2 21. After receiving a vehicle from TRA, Defendants performed repairs on the vehicles.

3 22. After completing the repairs on the vehicles, Defendants offered the vehicles for sale to
4 the public.

5 23. Discount Auto sales representatives play no role in the purchasing of Discount Auto's
6 inventory.

7 24. Defendants do not provide Discount Auto sales representatives with any information
8 regarding the history of the vehicle or where Discount Auto purchased the vehicle.

9 25. Defendants advertised vehicles for sale, including vehicles Defendants purchased from
10 TRA, on its own website, and in/on Auto Shopper, Craigslist, Que Calor magazine, Segunda Mano, TV
11 44, the Arizona Republic, CarsforSale.com, and Chanel 38 among other internet websites, publications,
12 and/or television and radio broadcasts.

13 26. Defendants do not provide Discount Auto consumers with any information regarding
14 the accident or repair history of the vehicle known to Defendants, or from where Discount Auto
15 purchased the vehicle, but consumers do have access to the vehicle's VIN numbers with which the
16 consumer may purchase a CarFax report or conduct any other due diligence prior to purchasing a
17 vehicle.

18 27. Discount Auto sales representatives tell consumers that the vehicles sold by Discount
19 Auto are in good condition.

20 28. From approximately February 2011 to August 2015, Defendants provided consumers
21 that purchased a vehicle from Discount Auto a document entitled "Possible Damage Disclosure"
22 stating as follows:

23 I, [consumer name], HEREBY ACKNOWLEDGE THAT THE DEALER HAS
24 DISCLOSED TO ME BEFORE I AGREED TO PURCHASE SAID VEHICLE,
25 THAT IT IS POSSIBLE THAT SAID VEHICLE HAS SUSTAINED PAINT AND
26 BODY WORK, THE EXTENT OF ANY PAINT AND BODY WORK, IF
PERFORMED ON THIS VEHICLE IS UNKNOWN AND WAS PERFORMED
PRIOR TO BEING PURCHASED BY OR TRADED-IN TO:

1 DISCOUNT AUTO SALES LLC
2 2640 W ADAMS ST
3 PHOENIX, AZ 85009

4 I FURTHER ACKNOWLEDGE THAT I AM SATISFIED WITH THE CURRENT
5 CONDITION OF THE PAINT AND BODY WORK, AND THAT NO ORAL
6 REPRESENTATIONS WERE RELIED ON BY ME IN MAKING MY DECISION
7 TO PURCHASE THIS VEHICLE.

8 29. At the time of the sale of vehicles to consumers, Discount Auto possessed either copies
9 of or actual physical title to vehicles, but did not afford consumers the opportunity to inspect the title to
10 the vehicles unless a consumer specifically asked to do so.

11 30. Certain titles of vehicles sold by Discount Auto to consumers evidenced that an
12 insurance company previously owned the vehicle and/or that Discount Auto purchased the vehicle
13 from TRA.

14 31. The conduct, acts, and practices described in the paragraphs above, were Defendants'
15 regular and routine conduct, acts, and practices.

16 **CONCLUSIONS OF LAW**

17 32. Defendants "Possible Damage Disclosure" contains deceptive and false statements
18 about the accident and repair history of the TRA vehicles that violate the Consumer Fraud Act. For
19 example, Defendants' statement to consumers that "IT IS POSSIBLE THAT SAID VEHICLE HAS
20 SUSTAINED PAINT AND BODY WORK, THE EXTENT OF ANY PAINT AND BODY WORK, IF
21 PERFORMED ON THIS VEHICLE IS UNKNOWN AND WAS PERFORMED PRIOR TO BEING
22 PURCHASED BY OR TRADED-IN TO [Discount Auto]" is deceptive, false, and constitutes fraud,
23 false pretenses and/or a misrepresentation.

24 33. With respect to the TRA vehicles, Defendants' concealment, suppression, and omission
25 of the following material information with the intent that consumers rely upon Defendants'
26 concealments, suppressions, and omissions violates the Consumer Fraud Act:

- a. Discount Auto purchased vehicle from TRA;
- b. TRA specializes in salvaged, damaged and otherwise inoperable vehicles;

- 1 c. An insurance company had previously owned the vehicle;
- 2 d. The condition of the vehicle when Discount Auto received the vehicle; and/or
- 3 e. The nature of the repairs Discount Auto performed on the vehicle.

4 34. Defendants' conduct with respect to the TRA vehicles, i.e., the purchase of the vehicles
5 from TRA, the repairs of the vehicles, and the sale of the vehicles to consumers without telling
6 consumers about the vehicles' accident and repair histories, is an unfair act or practice that violates the
7 Consumer Fraud Act.

8 35. Defendants acted willfully, as defined by A.R.S. § 44-1531(B), when (a) purchasing
9 from vehicles from TRA to be offered for sale and sold to consumers in Arizona, (b) pricing vehicles
10 purchased from TRA in for resale in Arizona, and (c) selling the vehicles purchased from TRA in
11 Arizona without telling consumers that (i) Defendants had purchased the vehicles from TRA that
12 specialized in in salvaged, damaged and otherwise inoperable vehicles, (ii) the vehicles had once been
13 owned by insurance companies, (iii) vehicles purchased from TRA had sustained damage and may
14 have been declared to have been uneconomical to repair and/or a total loss by an insurance company,
15 and (iv) Defendants had performed the repairs on the vehicles.

16 36. Pursuant to the Consumer Fraud Act, the willful violations thereof committed by
17 Defendants entitle the State to injunctive relief and awards of restitution, disgorgement of
18 profits/gains/benefits, civil penalties, attorneys' fees and costs, investigative expenses and other relief
19 necessary to prevent the unlawful acts and practices described in this Consent Judgment, and to remedy
20 the consequences of past unlawful practices.

21 **ORDERED RELIEF**

22 37. The injunctive relief set forth in this Consent Judgment is binding upon the Defendants,
23 their agents, servants, employees, attorneys and any entity established by the Defendants, whether a
24 partnership, corporation or limited liability company, if any, and those persons in active concert or
25 participation with the Defendants, directly or indirectly, who receive actual notice of this Consent
26 Judgment by personal service or otherwise.

1 38. Defendants, their agents, servants, employees, attorneys and any entity established by
2 the Defendants, whether a partnership, corporation or limited liability company, if any, and those
3 persons in active concert or participation with the Defendants, directly or indirectly, in connection with
4 the advertisement and sale of merchandise, including used vehicles, are permanently enjoined from:

5 a. Engaging in any and all deceptive and unfair acts or practices, fraud, false
6 pretense, false promises, misrepresentations, and/or concealment, suppression or omission of
7 material fact in violation of the Consumer Fraud Act as it is currently written, or as it is
8 amended in the future;

9 b. Advertising any vehicle for sale that was previously owned by an insurance
10 company without disclosing in the advertisement (i) how and where Discount Auto purchased
11 the vehicle, (ii) the name of the seller from who Discount Auto purchased the vehicle, (iii) the
12 price paid by Discount Auto for the vehicle, (iv) the condition of the vehicle at the time
13 Discount Auto purchased the vehicle, and (v) a description of the repairs Discount Auto had
14 performed on the vehicle;

15 c. Selling or attempting to sell any vehicle that was previously owned by an
16 insurance company without disclosing to the prospective purchasing consumer (i) how and
17 where Discount Auto purchased the vehicle, (ii) the name of the seller from who Discount Auto
18 purchased the vehicle, (iii) the price paid by Discount Auto for the vehicle, (iv) the condition of
19 the vehicle at the time Discount Auto purchased the vehicle, and (v) a description of the repairs
20 Discount Auto had performed on the vehicle;

21 d. Advertising for sale, selling, or attempting to sell any vehicle that should carry a
22 brand of salvage or inoperable on its Arizona Certificate of Title under Arizona Law unless (i)
23 the Arizona Certificate of Title has such a brand and (ii) that brand is expressly disclosed to
24 consumers in writing before the purchase is completed;

25 e. Making deceptive, false and/or misleading statements about, or omitting,
26 concealing and/or suppressing material information, about the condition and/or the repair or

1 accident history of any particular vehicle offered for sale to the public;

2 f. Using the Possible Damage Disclosure described above;

3 g. Selling or attempting to sell any vehicle that has not been fully inspected for
4 major defects and the results of that inspection are documented in a written document to be
5 maintained by Defendants for no less than six (6) years; and

6 h. Selling or attempting to sell any vehicle that is not substantially free of any and
7 all defects that would significantly limit the use of the motor vehicle for the ordinary purpose of
8 transportation on any public roadway (for the purposes of this provision, this requirement is met
9 if the vehicle functions in a safe condition as provided in A.R.S §§ 28-921 to 28-966).

10 39. Defendants shall provide all purchasing consumers with a true and complete copy (*i.e.*
11 photocopy, printed copy, electronic copy) of a vehicle's title before the consumer signs any purchase
12 agreement;

13 40. If a vehicle was previously owned by an insurance company, Defendants shall disclose
14 that to a potential consumer purchaser before the potential consumer purchaser signs a purchase
15 agreement.

16 41. If Defendants determine that a vehicle qualifies as a "salvage" or "nonrepairable"
17 vehicle as those terms are defined in A.R.S. § 28-2091(T)(2) and (4), respectively, Defendants shall
18 apply for such a title prior to selling such vehicle to a consumer.

19 42. As a result of Defendants' conduct, acts, and practices, Defendants are jointly and
20 severally liable to the State to pay restitution in the amount of \$150,000.00 (the "Restitution Award").
21 To the extent that the Restitution Award is insufficient to satisfy consumer complaints received by the
22 Arizona Attorney General's Office (the "AGO"), Defendants shall, jointly and severally, pay to the
23 AGO restitution for each consumer complaint received by the AGO from an eligible consumer, as
24 defined below, during the period of time commencing when this Consent Judgment is entered by the
25 Court and ending two (2) years later (the "Additional Restitution Award"). The amount of the
26 Additional Restitution Award will be determined by the AGO as described below.

1 43. Defendants are jointly and severally liable to the State for civil penalties in the amount
2 of \$250,000.00 (the "Civil Penalty Award").

3 44. As a result of Defendants' conduct, acts, and practices, Defendants are jointly and
4 severally liable for the State's attorneys' fees, expenses and costs in the amount of \$25,000.00
5 (collectively, the "Attorneys' Fees Award").

6 45. In sum, and in addition to the Additional Restitution Award, Defendants are jointly and
7 severally liable to the State for the following amounts:

<u>Description</u>	<u>Amount</u>
Restitution Award	\$150,000.00
Civil Penalty Award	250,000.00
CFA Attorneys' Fees Award	25,000.00
TOTAL AWARD	\$425,000.00

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14 46. The State will accept from the Defendants \$125,000.00 as full and complete
15 satisfaction of the Defendants' joint and several liability defined in the preceding paragraph as the
16 Total Award (the "Settlement Amount"). Timely payment of the Settlement Amount will not satisfy or
17 otherwise impact the Defendants' liability for the Additional Restitution Award described above.

18 47. Defendants may satisfy the Settlement Amount and Additional Restitution Award due
19 under this Consent Judgment as follows:

20 a. Defendants may pay the Settlement Amount and the Additional Restitution
21 Award by making monthly payments to the AGO, the first monthly payment shall be made on
22 or before the fifteenth (15th) day of the first full month following entry of this Consent
23 Judgment by the Court, and the remaining payments to be made on the fifteenth (15th) day of
24 each month¹ thereafter, in (i) an amount of not less than \$5,208.33 per month to be applied to

25 ¹ Should the fifteenth (15th) day of a month fall on a Saturday, Sunday or legal holiday, the
26 payment shall be due on or before the next day that is not a Saturday, Sunday or legal holiday.

1 the Settlement Balance amount due until the Settlement Amount has been fully satisfied, and
2 (ii) after the Settlement Amount has been fully satisfied, in the lesser amount of the then
3 outstanding Additional Restitution Award balance due or \$5,208.33 until the Additional
4 Restitution Award has been fully satisfied; and/or

5 b. The Defendants may pay the full Settlement Amount or any remaining unpaid
6 balance thereof if the Defendants are not in default of any provision of this Consent Judgment
7 at any time, and Defendants may pay the Additional Restitution Award monthly by paying the
8 AGO the lesser of the then balance of the Additional Restitution Award due or \$5,208.33 until
9 the total Additional Restitution Award is fully satisfied.

10 48. With the exception of monies received to satisfy the Additional Restitution Award,
11 which shall be applied to the Additional Restitution Award, any monies the AGO receives from
12 Defendants to satisfy the Settlement Amount shall be treated as follows when received:

- 13 a. Eighty percent (80%) as restitution; and
14 b. Twenty percent (20%) as recovery of attorneys' fees.

15 49. In the event of a default by the Defendants as to any payment obligation imposed by
16 Consent Judgment ¶ 47 above, the Additional Restitution Award, or in the event of any violation of the
17 injunctive relief imposed by Consent Judgment ¶¶ 37-41 above, and in addition to any other relief or
18 remedy elected or pursued by the State, the Defendants shall remain jointly and severally liable for the
19 remaining unpaid balance of the Total Award defined in ¶ 45 as of the date of the default and the
20 Additional Restitution Award, including interest accrued at the rate of ten percent (10%) per annum
21 from the date of default, and the State may enforce this Consent Judgment and pursue collection of the
22 unpaid balance of the Total Award as appropriate under the laws of the state of Arizona against the
23 Defendants. Monies recovered by the State after default shall be applied to the Consumer Restitution
24 Award first, the Civil Penalties second, and CFA Attorneys' Fees Award last.

25 50. Any monies received from Defendants and treated as restitution and/or Additional
26 Restitution Award shall be deposited by the Attorney General's Office ("AGO") into the consumer
restitution subaccount of the interest-bearing consumer restitution and remediation revolving fund

1 pursuant to A.R.S. § 44-1531.02(B) and distributed to eligible consumers by the AGO. For purposes of
2 this Consent Judgment, “eligible consumers” means the following as determined by the AGO:

3 a. A consumer that filed a complaint with the AGO either before or within two (2)
4 years after this this Court enters the Consent Judgment;

5 b. The consumer’s complaint arose as a result of the consumer purchasing one of
6 the above-described vehicles from Defendants;

7 c. The vehicle purchased had been previously declared to be a total loss or totaled
8 by an insurance company or otherwise seriously damaged such that the vehicle was a
9 “nonrepairable vehicle” or “salvage vehicle” as those terms are defined by A.R.S. § 28-2091, or
10 any successor thereof;

11 d. The Defendants did not disclose to the consumer that the vehicle had been
12 previously declared to be a total loss or totaled by an insurance company or otherwise seriously
13 damaged such that the vehicle was a “nonrepairable vehicle” or “salvage vehicle” as those
14 terms are defined by A.R.S. § 28-2091, or any successor thereof, and

15 e. Defendants did not previously refund to the consumer the monies the consumer
16 paid to Defendants or otherwise settle with the consumer.

17 The amount of restitution to be distributed to a consumer shall be determined by the AGO and shall be
18 fifty percent (50%) of the Kelley Blue Book Value of the vehicle on the date of the consumer’s
19 complaint as calculated by the Kelley Blue Book website using the vehicle’s actual year, make, model,
20 the Kelley Blue Book website’s “standard equipment” option and “sell to private party” option, and the
21 Kelley Blue Book website’s “good” rating of the vehicle’s condition. In the event the amount ordered
22 and collected as restitution herein is not sufficient to fully restore eligible consumers the amounts they
23 paid Discount Auto, the amount shall be distributed to them on a pro rata basis. In the event that any
24 portion of the restitution ordered herein cannot be distributed to eligible consumers, or exceeds the
25 amount of restitution, such portion shall be deposited by the AGO into the Consumer Protection –
26 Consumer Fraud Revolving Fund in accordance with A.R.S. § 44-1531.01 and used for the purposes

1 specified therein.

2 51. Any monies received from Defendants and applied to the Civil Penalty Award shall be
3 deposited into the Consumer Protection – Consumer Fraud Revolving Fund pursuant to A.R.S. § 44-
4 1531.01, used for the purposes set forth therein.

5 52. Any monies received from Defendants and applied to the Attorneys’ Fees and Expenses
6 Award shall be deposited into the Consumer Protection – Consumer Fraud Revolving Fund in
7 accordance with A.R.S. § 44-1531.01 and used for the purposes specified therein.

8 53. The effective date of this Consent Judgment is the date it is entered by the Court.

9 54. Notwithstanding the foregoing, the State may institute an action or proceeding to
10 enforce the terms and provisions of this Consent Judgment or to take action based on future conduct by
11 the Defendants.

12 55. The Defendants agree that the facts set forth in the Findings of Fact of this Consent
13 Judgment shall be taken as true without further proof in any bankruptcy case or subsequent civil
14 litigation pursued by the State to enforce its rights to any payment or money judgment owed pursuant
15 to this Order, including but not limited to a nondischargeability complaint in any bankruptcy case.

16 56. The Defendants stipulate and agree that the Findings of Fact and Conclusions of Law set
17 forth in this Consent Judgment establish all elements necessary to sustain an action by the State
18 pursuant to Section 523(a)(2)(A) and (a)(7) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A) and
19 (a)(7), and that this Order shall have res judicata and collateral estoppel effect for such purposes.

20 57. With the exceptions of paragraphs 55 and 56 above and the State’s enforcement of this
21 Consent Judgment, this Consent Judgment is not and shall not in any event be used as an admission or
22 evidence of any alleged wrongdoing or liability by Defendants in any other civil, criminal, or
23 administrative court, administrative agency or other tribunal anywhere in the United States of America.

24 58. Defendants shall not represent or imply that the Attorney General, the State, or any
25 agency thereof, has approved any of their actions or has approved any of their present or future actions
26 or practices, and Defendants are enjoined from representing anything to the contrary.

1 59. Defendants shall not participate directly or indirectly in any activity to form a separate
2 entity or corporation for the purpose of engaging in acts prohibited in this Consent Judgment or for any
3 other purpose that would otherwise circumvent any part of this Consent Judgment or the spirit or
4 purposes of this Consent Judgment.

5 60. As a condition of the State's agreement to this Consent Judgment, the Defendants
6 prepared and provided to the State, under penalty of perjury, Statements of Financial Condition
7 identifying, describing, and/or valuing the Defendants' assets, liabilities, income, and expenses (the
8 "Statements of Financial Condition"). If the State later determines that Defendants made material
9 misrepresentations and/or omissions in either their Statements of Financial Condition, the unpaid
10 balance of the Total Award of this Consent shall become due and payable immediately and any unpaid
11 balance shall bear interest at the rate of ten percent (10%) per annum until paid.

12 61. This Court retains jurisdiction of this matter for the purpose of entertaining an
13 application by the State for the enforcement of this Consent Judgment.

14 62. If any portion of this Consent Judgment is held invalid by operation of law, the
15 remaining terms thereof shall not be affected and shall remain in full force and effect.

16 63. The Court has determined that no further matters remain pending, and that this Consent
17 Judgment is entered pursuant to Arizona Rule of Civil Procedure 54(c).

18 DATED this _____ day of _____, 2016.

19
20 _____
21 Judge of the Superior Court
22
23
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25
26

CONSENT TO JUDGMENT

1
2 1. Defendants state that no promise of any kind or nature whatsoever was made to them
3 to induce them to enter into this Consent Judgment, and have entered into this Consent Judgment
4 voluntarily.


5 2. Defendants have fully read and understand this Consent Judgment, understand the
6 legal consequences involved in signing it, assert that this is the entire agreement of the parties, and
7 that there are no other representations or agreements not stated in writing herein, and no force,
8 threats, or coercion of any kind have been used to obtain its signature.

9 3. Defendants understand that acceptance of this Consent Judgment is solely for the
10 purpose of settling this litigation and does not preclude the State, or any other agency or officer of
11 this State, or subdivision thereof, from instituting other civil or criminal proceedings as may be
12 appropriate for any acts unrelated to this litigation or committed after the entry of this Consent
13 Judgment.


14 EXECUTED: 3-31, 2016.

EXECUTED: 3 31, 2016.

Discount Auto Sales LLC

15
16 

Eivan Shahara



Eivan Shahara
Its sole member-manager

17
18 APPROVED AS TO FORM AND
19 CONTENT: April 5, 2016.


APPROVED AS TO FORM AND
CONTENT: MARCH 31, 2016.

20 **Mark Brnovich**
Attorney General

Rose Law Group PC

21 

22 Dena R. Benjamin
Assistant Attorney General



Evan Bolick
Attorney for the Defendants

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24 #4939355.1
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eSignature Page 1 of 1

Filing ID: 7355972 Case Number: CV2016-002726
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Granted as Submitted



/S/ Arthur Anderson Date: 4/19/2016
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2016-002726

SIGNATURE DATE: 4/19/2016

E-FILING ID #: 7355972

FILED DATE: 4/22/2016 8:00:00 AM

DENA ROSEN EPSTEIN

EVAN BOLICK