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10 *(Additional Counsel listed on Stipulation for Entry*
11 *of Final Judgment)*

Filed
February 25, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
25CV457431
By: raragon

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SANTA CLARA

10 THE PEOPLE OF THE STATE OF
11 CALIFORNIA,

12 Plaintiff,

13 v.

14 ALLISON BAVARIAN;
15 AN FREMONT LUXURY IMPORTS, INC.;
16 AN IMPORTS OF STEVENS CREEK, INC.;
17 AN LUXURY IMPORTS OF SAN DIEGO,
18 INC.;
19 AN SAN JOSE LUXURY IMPORTS INC.;
20 AN VALENCIA AUTO IMPORTS, INC.;
21 AUTO CAR, INC.;
22 AUTO COMPANY XIX, INC.;
23 AUTO COMPANY XXII, INC.;
24 AUTO COMPANY XXIII, INC.;
25 AUTO MISSION LTD.;
26 BARGAIN RENT-A-CAR;
27 BUENA PARK LUXURY IMPORTS, INC.;
28 CARWELL, LLC;
COSTA MESA CARS, INC.;
EDGREN MOTOR COMPANY, INC.;
FIT KIT, INC.;
G.B. IMPORT SALES & SERVICE, LLC;
HOUSE OF IMPORTS, INC.;
IRVINE IMPORTS, INC.
JOE MACPHERSON FORD;
JOE MACPHERSON INFINITI;
MAGIC ACQUISITION CORP.;
MR. WHEELS, INC.;
NEWPORT BEACH CARS, LLC;
OXNARD EUROPEAN MOTORS, LLC.;
PEYTON CRAMER AUTOMOTIVE;
PEYTON CRAMER FORD;

Case No.: 25CV457431

**~~PROPOSED~~ STIPULATED FINAL
JUDGMENT AND PERMANENT
INJUNCTION**

1 ROSEVILLE MOTOR CORPORATION;
2 STEVENS CREEK LUXURY IMPORTS;
3 STEVENS CREEK MOTORS, INC.;
4 TERRY YORK MOTOR CARS, LTD.;
5 VALENCIA B. IMPORTS, INC.;
6 VALENCA H. IMPORTS, INC.;
7 VANDERBEEK MOTORS, INC.;
8 VINCE WIESE CHEVROLET, INC.;
9 VISTACAL LUXURY IMPORTS, INC.;
10 CREEKSIDE IMPORTS, INC.;
11 IMPORTS ON PASEO DEL NORTE, INC.;
12 COUNTRY DRIVE CDJR MOTORS, INC.;
13 CARCOUNTRY VW IMPORTS, INC.;
14 CARCOUNTRY MOTORS, INC.;
15 HYG COUNTRY DRIVE IMPORTS, INC.,

Defendants.

11 Plaintiff the People of the State of California (the “People”), by and through Jeffrey F.
12 Rosen, District Attorney of Santa Clara County; Nathan J. Hochman, District Attorney of Los
13 Angeles County; Michael Hestrin, District Attorney of Riverside County; Brooke Jenkins,
14 District Attorney of San Francisco; Carla Rodriguez, District Attorney of Sonoma County; and
15 Erik Nasarenko, District Attorney of Ventura County; and the Defendants listed in the caption
16 above and more fully described in Exhibit A hereto (“California AutoNation Dealerships”), by
17 and through their attorneys, Debevoise & Plimpton, LLP, having stipulated to entry of this Final
18 Judgment and Permanent Injunction Pursuant to Stipulation (hereinafter “Stipulated Final
19 Judgment”); and the Court having considered the pleadings and good cause appearing,
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21 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

22 **JURISDICTION AND VENUE**

23 1. The Parties are generally appearing before the Superior Court of California,
24 County of Santa Clara, which has subject matter jurisdiction over the matters alleged in this
25 action and personal jurisdiction over the Parties. Venue is proper in this county, and this Court
26 has jurisdiction to enter this Stipulated Final Judgment.

27 2. The District Attorneys listed above have the authority, and have exercised the
28 authority, under the laws of the State of California, to maintain this action in the name of the

1 People of the State of California concerning the conduct alleged in the Complaint.

2 **SETTLEMENT OF DISPUTED CLAIMS**

3 3. The Parties have stipulated and consented to the entry of this Stipulated Final
4 Judgment prior to the taking of any proof, and without trial or adjudication of any issue of fact or
5 law herein. The Court finds that this Stipulated Final Judgment is not an admission by Defendants
6 regarding any issue of law or fact in the above-captioned matter, is a fair and reasonable
7 resolution of the matters alleged in the Complaint, fully and finally resolves all potential claims
8 among or between the Parties, and is in the best interest of the public. The Court further finds
9 that, pursuant to the agreement of the Parties, the right to appeal has been waived.

10 **PERMANENT INJUNCTION**

11 4. The injunctive provisions of this Stipulated Final Judgment shall be applicable to
12 Defendants, including any AutoNation franchised automobile dealerships doing business under a
13 dba associated with any Defendant in the State of California and their directors, officers,
14 employees, agents, successors and assigns.

15 5. Pursuant to Business and Professions Code section 17203, Defendants are hereby
16 enjoined from any the following acts with respect to the sale of used vehicles in the State of
17 California:

18 a. Violating Vehicle Code section 4456, subdivision (a)(2), pertaining to the
19 timely submission of applications for the transfer of vehicle registration (“transfer
20 applications”) to the California Department of Motor Vehicles (“DMV”);

21 b. Violating Vehicle Code section 4456, subdivision (a)(5), pertaining to the
22 timely resubmission of transfer applications that were initially submitted in a timely
23 fashion but then returned by the DMV;

24 c. Violating Vehicle Code section 4456, subdivision (a)(6), pertaining to the
25 timely resubmission of transfer applications that were initially submitted in an untimely
26 fashion and later returned by the DMV;

27 d. Violating California Vehicle Code sections 4456, subdivision (a)(4) and
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1 5573, subdivision (b), pertaining to the timely submission to the DMV of properly
2 endorsed certificates of title;
3 provided that if the last day to take action with respect to any of the above statutory provisions
4 falls on a Saturday, Sunday, or State holiday, the last day shall be extended until the next non-
5 holiday weekday. An untimely registration, title transfer, or other enjoined act that is caused in
6 whole or in part by the Department of Motor Vehicles, or that is otherwise beyond the control of a
7 Defendant to prevent, shall not constitute a breach of this injunction; provided, however, that this
8 provision does not relieve the Defendants of the obligation to comply with the terms of this
9 injunction and all laws applicable to their operations or preclude the People from enforcing the
10 terms of this injunction and all such laws as warranted.

11 **COMPLIANCE**

12 6. To ensure compliance with the terms of this Stipulated Final Judgment, pursuant to
13 Business and Professions Code section 17203 and for a period of no less than four (4) years from
14 the date of entry of judgment, Defendants and each of them shall devise and implement measures
15 sufficient to provide reasonable assurance that used vehicles sold by Defendants shall be timely
16 registered with the Department of Motor Vehicles and title shall be timely transferred to the
17 purchasers. Such measures shall include all of the following, except that Defendants may devise
18 and implement alternative measures with notice to and approval by the People:

19 a. Provide a copy of this Stipulated Final Judgment to each of their respective
20 General Managers and Controllers, and to each person newly hired into one of these
21 positions. The copies shall be provided within thirty (30) days of the date of entry of
22 judgment as to those individuals who are currently employed by Defendants and within
23 ten (10) days of the date of hire as to any individuals hired thereafter into the positions
24 listed above. Written proof of compliance with this subparagraph shall be retained for a
25 period of no less than five (5) years from the date of compliance and shall be provided to
26 the People upon request;

27 b. Implement and enforce a policy to place a “stop” in Defendants’ inventory
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1 systems on any vehicles for which the dealership in question does not have a physical
2 certificate of title in hand or a clear path to such title within 30 days. As used herein,
3 “clear path” means a mechanism by which a certificate of title can be obtained without
4 undue delay and includes, where appropriate, confirmation from the lienholder of
5 electronic lien release;

6 c. Implement and enforce a policy to require that, prior to sale, an appropriate
7 smog check and/or Vehicle Identification Number (“VIN”) verification is performed on
8 any vehicle for which a Defendant knows or reasonably should know that a smog check
9 and/or VIN verification is required by California law;

10 d. Implement and enforce a policy to defer payment of commissions on the
11 sales of used vehicles that, at the time of sale, are either: (1) subject to a title “stop” as set
12 forth above; or (2) missing a smog certificate, VIN verification, or weight certificate that
13 the intended recipient of the commissions knew or should have known was required by
14 California law, unless and until the deficiency has been corrected;

15 e. Employ, collectively, no fewer than ten (10) professionals whose primary
16 job duties include assisting with the process of registration and title transfer paperwork in
17 the State of California.

18 f. Report to a designated employee at the level of regional management or
19 higher who shall be responsible for ensuring compliance with the terms of this Stipulated
20 Final Judgment for each Defendant. His or her duties shall include but are not limited to
21 preparing an annual certificate under penalty of perjury attesting to each Defendant’s
22 compliance with this paragraph (Paragraph 6) and each of its subparts, said certification to
23 be provided to the People upon request.

24 g. As to a Defendant who has complied with the provisions of this paragraph,
25 an untimely registration, title transfer, or other enjoined act that is not part of a pattern of
26 continuing violations shall not, absent more, constitute a breach of this injunction,
27 provided, however, that this provision does not relieve Defendants from the obligation to
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1 comply with the terms of this injunction all laws applicable to their operations or preclude
2 the People from enforcing the terms of this injunction and all such laws as warranted.

3 **MONETARY RELIEF**

4 7. Pursuant to Business and Professions Code sections 17203 and 17206, Defendants
5 shall jointly and severally pay a total of \$650,000 in restitution, investigative costs, and civil
6 penalties, as set forth below.

7 a. Restitution: The Parties having stipulated that it is impractical and
8 unfeasible to provide direct restitution to consumers who may have been affected by
9 Defendants' practices and that the costs of administering any such direct restitution
10 program would likely exceed any benefit to individual consumers derived therefrom,
11 therefore, pursuant to Business and Professions Code sections 17203, Defendants are
12 ordered to pay *cy pres* restitution in the total amount of fifty thousand dollars (\$50,000),
13 said amount to be made payable to the "California Consumer Protection Prosecution Trust
14 Fund," previously created by the Judgment and Permanent Injunction, filed on September
15 21, 1989, in the case of *People v. ITT Consumer Financial Corporation* (Alameda County
16 Superior Court Case No. 656038-0) for the purpose of enhancing the investigation,
17 prosecution, and enforcement of consumer protection actions brought pursuant to the
18 unfair competition statutes of the State of California.

19 b. Investigative Costs: Pursuant to Business and Professions Code section
20 17203, Defendants shall pay stipulated investigative costs in the amount of one hundred
21 fifty thousand dollars (\$150,000), said amount to be payable to the "District Attorney of
22 Santa Clara County" and to be distributed equally by that office among the district
23 attorney's offices named above.

24 c. Civil Penalties: Pursuant to Business and Professions Code section 17206,
25 Defendants shall pay civil penalties in the amount of four hundred fifty thousand dollars
26 (\$450,000), said amount to be paid to the counties whose district attorney's offices
27 prosecuted this action and to be used by those offices for the enforcement of consumer
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1 protection. The civil penalties shall be payable to the “District Attorney of Santa Clara
2 County” and shall be distributed by that office in equal parts among the offices that
3 prosecuted this action.

4 8. All payments required by this judgment shall be paid by wire transfer, cashier’s
5 check or attorney trust fund check (payable from a single source) and shall be delivered within
6 ten (10) business days from the date of entry of judgment. Any payments made by check shall be
7 personally delivered or sent by trackable delivery service to Christopher Judge, Deputy District
8 Attorney, 70 W. Hedding, West Wing, San Jose, CA 95110.

9 **OTHER MATTERS**

10 9. Because monetary payments made in connection with this Stipulated Final
11 Judgment are reportable on IRS Form 1098-F, pursuant to and consistent with 26 U.S.C. section
12 6050X and 26 CFR § 1.6050X-1, each Defendant shall, within 10 days of a request, provide the
13 People with: (i) an IRS Form W-9, and (ii) any other information the People reasonably require to
14 fulfill the reporting requirements.

15 10. This Stipulated Final Judgment is a final and binding resolution and settlement of
16 all claims, alleged violations, and causes of action arising from the matters and allegations set
17 forth in the Complaint.

18 11. Except as expressly provided herein, nothing in this Stipulated Final Judgment is
19 intended, nor shall be construed, to preclude the People or any other law enforcement agency
20 board from exercising their authority under any law, statute, or regulation. Except as expressly
21 provided in this Stipulated Final Judgment, Defendants retain all defenses to any such later
22 exercise of authority.

23 12. The failure of the People to enforce any provision of this Stipulated Final
24 Judgment shall neither be deemed a waiver of such provision nor in any way affect the validity of
25 this Stipulated Final Judgment. The failure of the People to enforce any such provision shall not
26 preclude them from later enforcing the same or any other provision. Except as expressly provided
27 in this Stipulated Final Judgment, Defendants retain all defenses to any such later enforcement
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1 action.

2 13. The Parties waive any right to appeal, to attempt to set aside or vacate, or
3 otherwise to attack, directly or collaterally, this Stipulated Final Judgment or any provision
4 contained herein.

5 14. This Stipulated Final Judgment having been drafted equally by all Parties, any and
6 all rules of construction holding that ambiguity is construed against the drafting party shall not
7 apply.

8 15. Unless otherwise specified in this Stipulated Final Judgment, all notices,
9 correspondence, and other documents to be delivered to the People or Defendant shall be made
10 both by email (or hyperlink) and mail, and as to the People addressed to:

11 Santa Clara County District Attorney
12 Attention: Christopher Judge
13 Deputy District Attorney
14 70 W. Hedding St, West Wing
15 San Jose, CA 95110
16 E-mail: cjudge@dao.sccgov.org

17 and as to Defendants addressed to:

18 Debevoise & Plimpton LLP
19 Attention: Josh A. Cohen
20 650 California Street
21 San Francisco, CA 94018
22 E-mail: jacohen@debevoise.com

23 16. The Court shall retain jurisdiction to enforce the injunctive terms of this Stipulated
24 Final Judgment and to address any other matters arising out of it. The injunctive provisions herein
25 may be modified only on noticed motion by one of the Parties and with approval of the Court, or
26 upon written consent by all of the Parties and the approval of the Court.

27 17. Except as otherwise set forth above, each Party shall bear its own attorney fees,
28 expert witness fees and costs, and any other costs of litigation or investigation incurred to date.

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18. This Stipulated Final Judgment shall become effective upon entry. The Clerk is ordered to enter this Stipulated Final Judgment forthwith. Notice of Entry of Judgment may be provided to Defendants but is not required for effectiveness.

ORDERED AND ADJUDGED at San Jose, California.

DATED: February 21, 2025



A handwritten signature in black ink, appearing to read "William J. Monahan".

JUDGE WILLIAM J. MONAHAN

JUDGE OF THE SUPERIOR COURT

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Exhibit A

Exhibit A
California AutoNation Dealerships (as of 1/1/18)

#	Dealership Name	Street Address	City	State	Operating Defendant
1	BMW of Mountain View	150 East El Camino Real	Mountain View	CA	Allison Bavarian
2	BMW of Fremont	5720 Cushing Parkway	Fremont	CA	AN Fremont Luxury Imports, Inc.
3	MINI of Stevens Creek	4201 Stevens Creek Boulevard	Santa Clara	CA	AN Imports of Stevens Creek, Inc.
4	BMW of Carlsbad ¹	1060 Auto Center Court	Carlsbad	CA	AN Luxury Imports of San Diego, Inc.
5	AutoNation Volvo Cars San Jose	4600 Stevens Creek Blvd.	San Jose	CA	AN San Jose Luxury Imports Inc.
6	Mercedes-Benz of Stevens Creek	4500 Stevens Creek Boulevard	San Jose	CA	AN San Jose Luxury Imports Inc.
7	MINI of Valencia ²	24135 Creekside Road	Valencia	CA	AN Valencia Auto Imports, Inc.
8	AutoNation Honda Roseville	230 Auto Mall Drive	Roseville	CA	Auto Car, Inc.
9	Porsche Irvine	14500 Scientific Way	Irvine	CA	Auto Company XIX, Inc.
10	Mercedes-Benz of San Jose/smart Center San Jose	3000 East Capital Expressway	San Jose	CA	Auto Company XXII, Inc.
11	AutoNation Chrysler Dodge Jeep Ram Valencia	23820 Creekside Road	Valencia	CA	Auto Company XXIII, Inc.
12	AutoNation Toyota Hayward	24773 Mission Blvd.	Hayward	CA	Auto Mission Ltd.
13	Lexus of Cerritos	18800 Studebaker Road	Cerritos	CA	Bargain Rent-A-Car
14	BMW of Buena Park	6750 Auto Center Drive	Buena Park	CA	Buena Park Luxury Imports, Inc.
15	Jaguar Land Rover South Bay	3233 Pacific Coast Highway	Torrance	CA	Carwell, LLC
16	Mercedes Benz of South Bay	3311 Pacific Coast Highway	Torrance	CA	Carwell, LLC
17	AutoNation Honda Costa Mesa	2888 Harbor Blvd.	Costa Mesa	CA	Costa Mesa Cars, Inc.
18	AutoNation Honda Fremont	5780 Cushing Parkway	Fremont	CA	Edgren Motor Company, Inc.
19	AutoNation Toyota Buena Park	6400 Beach Blvd.	Buena Park	CA	Fit Kit, Inc.
20	AutoNation Volvo Cars South Bay ³	3010 Pacific Coast Highway	Torrance	CA	G.B. Import Sales & Service, LLC
21	House of Imports	6862 Auto Center Drive	Buena Park	CA	House of Imports, Inc.
22	AutoNation Toyota Irvine	9101 Research Drive	Irvine	CA	Irvine Imports, Inc.
23	AutoNation Ford Tustin	2 Auto Center Drive	Tustin	CA	Joe MacPherson Ford
24	AutoNation Infiniti Tustin	33 Auto Center Drive	Tustin	CA	Joe MacPherson Infiniti
25	AutoNation Ford Valencia	23920 Creekside Road	Valencia	CA	Magic Acquisition Corp.
26	AutoNation Toyota Cerritos	18700 Studebaker Road	Cerritos	CA	Mr. Wheels, Inc.
27	Audi Newport Beach ⁴	445 E. Pacific Coast Highway	Newport Beach	CA	Newport Beach Cars, LLC
28	Newport Auto Center	3140 Pullman Street	Costa Mesa	CA	Newport Beach Cars, LLC
29	Porsche of Newport Beach	3140 Pullman Street	Costa Mesa	CA	Newport Beach Cars, LLC
30	Bentley Newport Beach	3140 Pullman Street	Costa Mesa	CA	Newport Beach Cars, LLC
32	Mercedes-Benz of Oxnard/smart center Oxnard ⁵	1511 Auto Center Drive	Oxnard	CA	Oxnard European Motors, LLC
33	AutoNation Acura South Bay	25341 Crenshaw Blvd.	Torrance	CA	Peyton Cramer Automotive
34	AutoNation Ford Torrance	3111 Pacific Coast Highway	Torrance	CA	Peyton Cramer Ford
35	AutoNation Chrysler Dodge Jeep Ram Roseville	200 Auto Mall Drive	Roseville	CA	Roseville Motor Corporation
36	AutoNation Alfa Romeo Stevens Creek ⁶	4520 Stevens Creek Blvd.	San Jose	CA	Stevens Creek Luxury Imports, Inc.
37	AutoNation Maserati of Stevens Creek ⁷	4520 Stevens Creek Blvd.	San Jose	CA	Stevens Creek Luxury Imports, Inc.

¹ Formerly known as BMW Encinitas

² Terminated 5/13/20

³ End date 10/26/18; assets sold to non-AutoNation entity

⁴ End date 3/28/18; assets sold to non-AutoNation entity

⁵ End date 9/26/18; assets sold to non-AutoNation entity

⁶ Terminated 2/15/24

⁷ Terminated 2/15/24

#	Dealership Name	Street Address	City	State	Operating Defendant
38	AutoNation Acura Stevens Creek	4695 Stevens Creek Blvd.	Santa Clara	CA	Stevens Creek Motors, Inc.
39	Jaguar Land Rover Woodland Hills ⁸	22006 West Erwin Street	Woodland Hills	CA	Terry York Motor Cars, Ltd.
40	Valencia BMW	23435 Creekside Road	Valencia	CA	Valencia B. Imports, Inc.
41	AutoNation Honda Valencia	23551 Magic Mountain Parkway	Valencia	CA	Valencia H. Imports, Inc.
42	AutoNation Mazda Roseville ⁹	100 Automall Drive	Roseville	CA	Vanderbeek Motors, Inc.
43	AutoNation Subaru Roseville	250 Automall Drive	Roseville	CA	Vanderbeek Motors, Inc.
44	BMW of Roseville	500 Automall Drive	Roseville	CA	Vanderbeek Motors, Inc.
45	AutoNation Chevrolet Valencia	26349 W. Valencia Blvd.	Valencia	CA	Vince Wiese Chevrolet, Inc.
46	BMW of Vista ¹⁰	1715 S. Hacienda Drive	Vista	CA	VistaCal Luxury Imports, Inc.
47	AutoNation Hyundai Valencia	34135 Creekside Road	Santa Clarita	CA	Creekside Imports, Inc.
48	AutoNation Subaru Carlsbad	5500 Paseo Del Norte,	Carlsbad	CA	Imports on Paseo Del Norte, Inc.
49	AutoNation Chrysler Dodge Jeep Ram and FIAT Carlsbad	5555 Car Country Drive	Carlsbad	CA	Country Drive CDJR Motors, Inc.
50	AutoNation Volkswagen Carlsbad	5515 Car Country Drive	Carlsbad	CA	CarCountry VW Imports, Inc.
51	AutoNation Mazda Carlsbad	5365 Car Country Drive	Carlsbad	CA	CarCountry Motors, Inc.
52	AutoNation Hyundai Carlsbad	5285 Car Country Drive	Carlsbad	CA	HYG Country Drive Imports, Inc.

⁸ Formerly known as Land Rover Encino

⁹ Terminated 6/17/19

¹⁰ Terminated 8/20/23