

1 XAVIER BECERRA  
Attorney General of California  
2 GARY E. TAVETIAN  
Supervising Deputy Attorney General  
3 ROSS H. HIRSCH (SBN 204320)  
JENNIFER KALNINS TEMPLE (SBN 258637)  
4 Deputy Attorneys General  
300 South Spring Street, Suite 1702  
5 Los Angeles, CA 90013  
Telephone: (213) 269-6368  
6 E-mail: Ross.Hirsch@doj.ca.gov  
E-mail: Jennifer.KalninsTemple@doj.ca.gov  
7 *Attorneys for Plaintiffs, the People of the State of  
California ex rel. the California Air Resources  
8 Board*

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County of Los Angeles

NOV 30 2018

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 PEOPLE OF THE STATE OF CALIFORNIA  
*ex rel. THE CALIFORNIA AIR RESOURCES*  
13 BOARD,

14 Plaintiffs,

15 v.

16 AZAA INVESTMENTS, INC., f.k.a.  
AutoAnything, Inc., a Nevada corporation, and  
DOES 1-100, inclusive,

17 Defendants.  
18  
19  
20

**CASE NO.: BC697295**

Assigned: Hon. Lia Martin

Dept.: 16

Action filed: March 8, 2018

Trial date: None set

**STIPULATED SETTLEMENT;  
[PROPOSED] ORDER**

21 This Stipulated Settlement is entered into by and between Plaintiff People of the State of  
22 California ex rel. State Air Resources Board (“Plaintiff,” “Air Resources Board,” or “CARB”), on  
23 the one hand, and Defendant AZAA Investments, Inc., f.k.a. AutoAnything, Inc. (“Defendant” or  
24 “AZAA Investments”), on the other hand. For clarity, the party entering into this Stipulated  
25 Settlement, AZAA Investments, Inc., a Nevada corporation, represents that is not affiliated with  
26 the corporate entity named AutoAnything, Inc., a California corporation. This Stipulated  
27 Settlement is entered into based on this representation and resolves only claims asserted against,  
28 or that might have been asserted against, AZAA Investments, Inc., a Nevada corporation.

STIPULATED SETTLEMENT; [PROPOSED] ORDER

**COPY**  


1 After arm's length negotiations between the parties and their respective counsel, the  
2 parties have reached and entered into a settlement agreement by way of this Stipulated Settlement  
3 in a good faith effort to avoid the uncertainty and expense of protracted litigation. By entering  
4 into this Stipulated Settlement, Defendant does not admit any of the matters alleged in the  
5 Complaint on file in this matter are true or that it violated any law or regulation alleged nor does  
6 the Air Resources Board admit that the claims it has alleged are without merit or that there exists  
7 any viable defense to those claims. The Air Resources Board believes that this settlement is in the  
8 best interests of the people of the State of California.

9 THEREFORE, Plaintiff and Defendant stipulate as follows:

10 1. Jurisdiction

11 This Court has jurisdiction over the subject matter of this action and the parties to this  
12 Stipulated Settlement.

13 2. Payments

14 a. Within 20 days of this document being fully executed by the parties, Defendant  
15 shall pay a civil penalty of \$1,006,250.00 to the Air Pollution Control Fund of the California  
16 State Air Resources Board.

17 b. Payment shall be made to the "Air Pollution Control Fund" of the California State  
18 Air Resources Board. Payment shall be by certified or cashier's check, delivered to California  
19 Air Resources Board, Accounting Office, P.O. Box 1436, Sacramento, CA 95812-1436, along  
20 with the attached Settlement Agreement Payment Transmittal Form, a copy of which has been  
21 provided to Defendant, or by wire transfer according to the instructions on the Settlement  
22 Payment Transmittal Form, and with a photocopy of all payments to the Office of the California  
23 Attorney General, 300 South Spring Street, Suite 1700, Los Angeles, California, 90013, attention  
24 Ross Hirsch.

25 3. Permanent Injunction and Agreement to Cease Auto Parts Sales

26 The parties agree to a permanent injunction enjoining Defendant as follows:  
27  
28

1           3.1 Defendant has represented that it does not intend to advertise or sell  
2 automotive parts now or in the future and, by this Stipulated Settlement, agrees it will not resume  
3 advertising or selling of automotive parts.

4           3.2 If Defendant intends to resume advertising or selling automotive parts,  
5 Defendant shall notify the California Air Resources Board no less than thirty days prior to any  
6 advertisement or sale of automotive parts pursuant to the notice requirement in Paragraph 15,  
7 below.

8           3.3 If Defendant engages in the advertising or selling of automotive parts,  
9 but fails to comply with the notice requirement in Paragraph 3.2, above, Plaintiff shall have  
10 Judgment against Defendant in the amount of \$5,000,000.

11           3.4 If Defendant resumes advertising or selling automotive parts, in addition to  
12 the notice provision stated in Paragraph 3.2, above, Defendant shall be entitled to have Judgment  
13 entered permanently enjoining Defendant and its agents, servants, employees, and  
14 representatives, and all persons acting in concert or participating with Defendant (hereafter  
15 collectively referred to, for purposes of this injunctive relief provision, as "AZAA Defendants"),  
16 from violating Vehicle Code section 27156, title 13 of the California Code of Regulations, section  
17 2220, et seq., or title 13, of the California Code of Regulations, section 2470, et seq., and shall not  
18 engage in or perform any and all of the following acts:

19                   3.4.1. Offering for sale, advertising, or representing in California any  
20 motor vehicle pollution control device that has not been certified or exempted by CARB.

21                   3.4.2. Offering for sale, advertising, or selling in California any motor  
22 vehicle pollution control device as a certified or exempted device which, in fact, is not a certified  
23 or exempted device.

24                   3.4.3. Offering for sale, advertising, or selling in California any motor  
25 vehicle pollution control device that alters or modifies the original design or performance of the  
26 motor vehicle pollution control system unless that device has been certified or exempted by  
27 CARB.

1                   3.4.4. Offering for sale, advertising, or selling in California any motor  
2 vehicle exhaust system, or part thereof, unless that system or part has been certified or exempted  
3 by CARB.

4                   3.4.5. Offering for sale, advertising, or selling in California directly or  
5 indirectly through any person, whether such person is a dealer, distributor, reseller, affiliate,  
6 contractor or otherwise, to any other person that reasonably may install such, device on a vehicle  
7 registered in California any aftermarket part that alters or modifies the original design or  
8 performance of any required motor vehicle pollution control device or system for use on a motor  
9 vehicle unless that part has been certified or exempted by CARB, "Aftermarket part" includes,  
10 but is not limited to, tuners/programmers, exhaust modifications, air intakes, intake and exhaust  
11 manifolds, turbochargers, superchargers, and catalytic converters.

12                   3.4.6. Selling any motor vehicle pollution control device that has not been  
13 certified or exempted by CARB, directly or indirectly through any person, whether such person is  
14 a dealer, distributor, reseller, affiliate, contractor, or otherwise, to any other person that  
15 reasonably may install such pollution control device on a vehicle registered in California.

16                   3.4.7. Selling any motor vehicle pollution control device as a certified or  
17 exempted device which, in fact, is not a certified or exempted device, directly or indirectly  
18 through any person, whether such person is a dealer, distributor, reseller, affiliate, contractor or  
19 otherwise, to any other person that reasonably may install such pollution control device on a  
20 vehicle registered within the State of California.

21                   3.4.8. Selling any device that alters or modifies the original design or  
22 performance of a motor vehicle pollution control system unless that device has been certified or  
23 exempted by CARB, directly or indirectly through any person, whether such person is a dealer,  
24 distributor, reseller, affiliate, contractor or otherwise, to any other person that reasonably may  
25 install such device on a vehicle registered in California.

26                   3.4.9. Selling any motor vehicle exhaust system, or part thereof, in  
27 California unless that system or part has been certified or exempted by CARB, directly or  
28 indirectly through any person, whether such person is a dealer, distributor, reseller, affiliate,

1 contractor or otherwise, to any other person that reasonably may install such device on a vehicle  
2 registered in California.

3 3.4.10. Selling any aftermarket part that alters or modifies the original  
4 design or performance of any required motor vehicle pollution control device or system for use on  
5 a motor vehicle unless that part has been certified or exempted by CARB, directly or indirectly  
6 through any person, whether such person is a dealer, distributor, reseller, affiliate, contractor or  
7 otherwise, to any other person that reasonably may install such, device on a vehicle registered in  
8 California. "Aftermarket part" includes, but is not limited to, tuners/programmers, exhaust  
9 modifications, air intakes, intake and exhaust manifolds, turbochargers, superchargers, and  
10 catalytic converters.

11 3.4.11. Making or disseminating in California any advertisement that  
12 references any device, apparatus, or mechanism that alters or modifies the original design or  
13 performance of any required motor vehicle pollution control device or system and not exempted  
14 from Vehicle Code section 27156 unless each advertisement contains a conspicuous disclaimer.  
15 This disclaimer shall be in a minimum font size 8 and shall appear on each page that any non-  
16 certified or non-exempt part appears. The disclaimer shall consist of one of the following three  
17 phrases:

18 A. "NOT LEGAL FOR SALE OR USE IN CALIFORNIA"

19 B. "NOT LEGAL FOR SALE OR USE IN CALIFORNIA ON ANY  
20 POLLUTION CONTROLLED MOTOR VEHICLE"

21 C. "LEGAL IN CALIFORNIA ONLY FOR RACING VEHICLES  
22 THAT MAY NEVER BE USED, OR REGISTERED OR LICENSED FOR USE, UPON A  
23 HIGHWAY."

24 3.5 If "AZAA Defendant" violates any of the injunctive relief provisions set forth  
25 in Paragraphs 3.4 and 3.4.1-3.4.11, above, Plaintiff shall have Judgment against Defendant in the  
26 amount of \$37,500 per sale and \$37,500 per part advertised for each day each part is offered for  
27 sale beginning from the date any advertisement was first published on any medium, including but  
28 not limited to a website identifying the part for sale.

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STIPULATED SETTLEMENT; [PROPOSED] ORDER

1           3.6 No provision of the injunction set forth above shall bar Plaintiffs from  
2 seeking other judicial remedies (including, but not limited to, injunctive relief) as to future  
3 violations.

4           4. Dismissal of the Entire Action

5           The Air Resources Board shall file a request for dismissal with prejudice of the entire  
6 Action as to all parties and all causes of action within ten days after entry of an order confirming  
7 that the Court will retain jurisdiction as set forth herein to enforce the terms of this Stipulated  
8 Settlement pursuant to section 664.6 of the California Code of Civil Procedure and confirmation  
9 and receipt of payment from Defendant, identified in paragraph 2a, whichever is later.

10          5. Stipulation to Judgment

11           5.1 If the Defendant fails to timely make the payments in Section 2, above, then  
12 the Air Resources Board or its counsel shall give notice by electronic mail that the Defendant  
13 shall have ten calendar days from the date of said notice to cure the violation and make the  
14 payment ("Cure Period"). There will be no further notice required. If the Defendant fails to pay  
15 the past due amount within the Cure Period, then the Air Resources Board or its counsel may file  
16 and the Court shall enter the Judgment Re Penalties as set forth in the attached Exhibit 1.

17           5.2 If the Defendant fails to comply with notice requirement specified in paragraph  
18 3.2, above, as determined by the Court, then the Air Resources Board or its counsel may file and  
19 the Court shall enter the Judgment Re Injunctive Relief – Notice to Air Resources Board as set  
20 forth in the attached Exhibit 2.

21           5.3 If the Defendant fails comply with the injunctive relief terms specified in  
22 paragraphs 3.4 and 3.4.1-3.4.11; above, as determined by the Court, then the Air Resources Board  
23 or its counsel may file and the Court shall enter the Judgment Re Injunctive Relief – Compliance  
24 with Statutes as set forth in the attached Exhibit 3.

25          6. Matters Released by the Stipulated Settlement

26           Contingent upon the payment in full of payments pursuant to paragraph 2, and subject  
27 to the rights specified herein to have judgment entered, and contingent on the Court's retention of  
28 jurisdiction as set forth herein to enforce the terms of this Stipulated Settlement, the Air

1 Resources Board, in consideration of the settlement of the Action with Defendant and in  
2 consideration of the covenants, promises, terms and conditions herein, for itself alone and no  
3 other State entity, shall and does release Defendant, its principals, officers, agents, employees,  
4 members, and shareholders (collectively, "Released Parties") from any and all Covered Matters.  
5 "Covered Matters" are all claims and causes of action which were, or could have been, asserted in  
6 the Complaint in this Action, including any and all actions, causes of action, claims, demands,  
7 orders (including any administrative orders), requirements, liability, damages, penalties, debts,  
8 losses, costs, expenses and fees (including attorney, expert and consultant fees and litigation  
9 costs), of every kind and nature whatsoever, in law and in equity, which arise out of or are related  
10 to the claims asserted in the Action. This release and covenant not to sue shall not act to release  
11 from liability any person or entity not described or bar the Air Resources Board from seeking  
12 other judicial remedies (including injunctive relief) as to violations that occur after the Effective  
13 Date of this Stipulated Settlement.

14 7. Scope of Stipulated Settlement

15 This Stipulated Settlement is made and entered into by and on behalf of the People of  
16 the State of California ex rel. State Air Resources Board only. Except as expressly provided in  
17 this Stipulated Settlement, nothing in this Stipulated Settlement is intended or shall be construed  
18 to preclude the Attorney General from exercising his or her authority as an independent  
19 Constitutional officer under any law, statute, or regulation. Except as expressly provided in this  
20 Stipulated Settlement nothing in this Stipulated Settlement is intended or shall be construed to  
21 preclude any state (other than the State of California), local, or federal agency, board, department,  
22 office, commission, or entity from exercising its authority under any law, statute, regulation, or  
23 ordinance.

24 8. No Admission of Liability

25 This Stipulated Settlement is the result of a compromise, and shall not in any way be  
26 construed as an admission of liability, fault or responsibility by any of the parties as to any claims  
27 or contentions.  
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9. Costs and Attorney Fees

Each party shall bear its own costs and attorney fees.

10. Interpretation

This Stipulated Settlement shall be deemed to have been drafted equally by the parties, and shall not be interpreted for or against either party on the ground that any such party drafted it. This Stipulated Settlement shall be governed by and construed in accordance with the laws of the State of California.

11. Integration

This Stipulated Settlement contains all of the terms and conditions agreed upon by the parties relating to the matters covered by this Stipulated Settlement, and it supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings, and communications of the parties, whether oral or written, respecting the matters covered by this Stipulated Settlement. This Stipulated Settlement may be amended or modified only by a writing signed by the parties or their authorized representatives, and then by order of the Court.

12. Knowing, Voluntary Agreement

Each party to this Stipulated Settlement acknowledges that it has been represented by legal counsel, and that each party has reviewed, and has had the benefit of legal counsel's advice concerning, all of the terms and conditions of this Stipulated Settlement.

13. Authority to Execute

Each party to this Stipulated Settlement represents and warrants that the person who has signed this Stipulated Settlement on its behalf is duly authorized to enter into this Stipulated Settlement, and to bind that party to the terms and conditions of this Stipulated Settlement.

14. Advice of Counsel

Each Party to this Agreement has reviewed the Agreement independently, has had the opportunity to consult competent counsel, is fully informed of the terms and effect of this Agreement, and has not relied in any way on any inducement, representation, or advice of any other Party in deciding to enter into this Agreement.

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15. Notices

Notwithstanding any other provision, notices required by this Stipulated Settlement shall be sent to the following via personal delivery, overnight mail using a reputable delivery courier, or United States Postal Service mail, certified or registered mail, return receipt requested:

For Plaintiff California Air Resources Board:

California Air Resources Board  
Attn: Diane Kiyota, Senior Attorney  
1001 I Street, P.O. Box 2815  
Sacramento, California 95812  
diane.kiyota@arb.ca.gov

California Air Resources Board  
Attn: Gretchen Ratliff  
Engine and Parts Enforcement  
Air Resources Board  
9480 Telstar Avenue, Suite 4  
El Monte, CA 91731  
gretchen.ratliff@arb.ca.gov

Office of the California Attorney General  
Attn: Ross Hirsch, Deputy Attorney General  
300 Spring Street, Suite 1702  
Los Angeles, CA 90013  
Ross.Hirsch@doj.ca.gov

For the Defendant:

Kristen C. Wright  
General Counsel  
AZAA Investments, Inc.  
123 Front Street  
Memphis TN

Peter W. McGaw  
Of Counsel  
Buchalter  
55 Second Street, Suite 1700  
San Francisco, CA 94105  
pmcgaw@buchalter.com

Any party may change the individual or address for purpose of notice to that party by written notice specifying the new individual or address.

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16. Counterparts

This Stipulated Settlement may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single, original document.

17. Effective Date

The effective date of this Stipulated Settlement shall be the date that it is signed by the Judge of the Superior Court.

18. No Third Party Benefits

This Stipulated Settlement is made for the sole benefit of the parties and Released Parties, and no other person or entity shall have any rights or remedies under or by reason of this Stipulated Settlement, unless otherwise expressly provided for herein.

19. Retention of Jurisdiction

The parties agree that this Stipulated Settlement is enforceable pursuant to section 664.6 of the California Code of Civil Procedure and hereby request that the Court retain jurisdiction over all parties to enforce the terms of this Stipulated Settlement until its terms are performed in full.

20. Effect of Bankruptcy

The payments described in Paragraph 2, above, are made pursuant to the provisions of Health and Safety Code section 43008.6 and/or 43016. Therefore, it is agreed that the payments are non-dischargeable under 11 U.S.C. § 523(a)(7), which provides an exception from discharge for any debt to the extent that such debt is for a fine, penalty, or forfeiture payable to and for the benefit of a governmental unit, and is not compensation for actual pecuniary loss, other than certain types of tax penalties.

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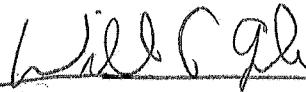
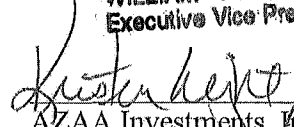
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21. Computation of Time

If the last day for the performance of any act provided or required by a judgment falls on a weekend or holiday, then that period is extended to the next business day. "Holiday" means all holidays specified in Code of Civil Procedure section 135, and to the extent provided in Code of Civil Procedure section 12b, all days that by terms of section 12b are required to be considered as holidays.

SO STIPULATED.

Dated: 11/6/18

  
\_\_\_\_\_  
WILLIAM T. GILES  
Executive Vice President & CFO  
  
\_\_\_\_\_  
KRISTEN C. WRIGHT  
Sr. Vice President,  
General Counsel & Secretary

Dated: \_\_\_\_\_

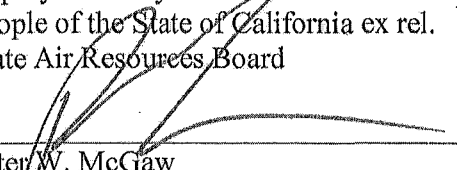
\_\_\_\_\_  
Richard W. Corey  
Executive Officer  
State Air Resources Board

Approved as to form:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Ross H. Hirsch  
Deputy Attorney General for  
People of the State of California ex rel.  
State Air Resources Board

Dated: 11/9/18

  
\_\_\_\_\_  
Peter W. McGaw  
Of Counsel  
Archer Norris  
Counsel for Defendant AZAA Investments, Inc.

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21. Computation of Time

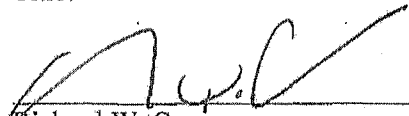
If the last day for the performance of any act provided or required by a judgment falls on a weekend or holiday, then that period is extended to the next business day. "Holiday" means all holidays specified in Code of Civil Procedure section 135, and to the extent provided in Code of Civil Procedure section 12b, all days that by terms of section 12b are required to be considered as holidays.

**SO STIPULATED.**

Dated: \_\_\_\_\_

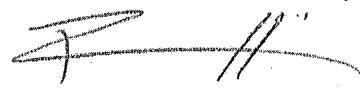
\_\_\_\_\_  
AZAA Investments, Inc.  
By:  
Title:

Dated: 11/5/2018

  
\_\_\_\_\_  
Richard W. Corey  
Executive Officer  
State Air Resources Board

Approved as to form:

Dated: 11/5/2018

  
\_\_\_\_\_  
Ross H. Hirsch  
Deputy Attorney General for  
People of the State of California ex rel.  
State Air Resources Board

Dated: \_\_\_\_\_

\_\_\_\_\_  
Peter W. McGaw  
Of Counsel  
Archer Norris  
Counsel for Defendant AZAA Investments, Inc.


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**[PROPOSED] ORDER RE STIPULATED SETTLEMENT**

Having reviewed the parties' Stipulated Settlement and finding good cause therefor, the Settlement is approved. The Court will retain jurisdiction over this matter and all parties pursuant section 664.6 of the California Code of Civil Procedure for the purpose of enforcing the terms of this Stipulated Settlement.

**IT IS SO ORDERED.**

Dated: NOV 30 2018

  
LIA MARTIN  
Judge of the Superior Court  
Los Angeles County

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**EXHIBIT 1**

**JUDGMENT RE PENALTIES**

XAVIER BECERRA  
Attorney General of California  
GARY E. TAVETIAN  
Supervising Deputy Attorney General  
ROSS H. HIRSCH (SBN 204320)  
JENNIFER KALNINS TEMPLE (SBN 258637)  
Deputy Attorneys General  
300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
Telephone: (213) 269-6368  
E-mail: Ross.Hirsch@doj.ca.gov  
E-mail: Jennifer.KalninsTemple@doj.ca.gov  
*Attorneys for Plaintiffs, the People of the State  
of California ex rel. the California Air  
Resources Board*

*EXEMPT FROM FILING FEES  
(GOV. CODE § 6103)*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

PEOPLE OF THE STATE OF CALIFORNIA  
*ex rel.* THE CALIFORNIA AIR RESOURCES  
BOARD,  
  
Plaintiffs,  
  
v.  
  
AZAA INVESTMENTS, INC., f.k.a.  
AutoAnything, Inc., a Nevada corporation, and  
DOES 1-100, inclusive,  
  
Defendants.

**CASE NO.: BC697295**  
  
Assigned: Hon. Lia Martin  
Dept.: 16  
Action filed: March 8, 2018  
Trial date: None set  
  
**JUDGMENT RE PENALTIES**

IT IS HEREBY ORDERED AND ADJUDGED that judgment is awarded in favor of plaintiff People of the State of California ex rel. State Air Resources Board (“Plaintiff,” “Air Resources Board,” or “CARB”) against Defendant AZAA Investments, Inc., f.k.a. AutoAnything, Inc. (“Defendant” or “AZAA Investments”) as set forth below:

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1. Penalties

Plaintiff shall have Judgment against Defendant in the amount of \$1,006,250.00, less credit for any penalty payments received by Plaintiff in accordance with the parties' Stipulated Settlement reflected in the Court's file pursuant to Code of Civil Procedure Section 664.

2. Costs and Attorney Fees

Each party shall bear its own costs and attorney fees.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court  
Los Angeles County

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**EXHIBIT 2**

**JUDGMENT RE INJUNCTIVE RELIEF – NOTICE TO AIR RESOURCES BOARD**

XAVIER BECERRA  
Attorney General of California  
GARY E. TAVETIAN  
Supervising Deputy Attorney General  
ROSS H. HIRSCH (SBN 204320)  
JENNIFER KALNINS TEMPLE (SBN 258637)  
Deputy Attorneys General  
300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
Telephone: (213) 269-6368  
E-mail: Ross.Hirsch@doj.ca.gov  
E-mail: Jennifer.KalninsTemple@doj.ca.gov  
*Attorneys for Plaintiffs, the People of the State  
of California ex rel. the California Air  
Resources Board*

*EXEMPT FROM FILING FEES  
(GOV. CODE § 6103)*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

PEOPLE OF THE STATE OF CALIFORNIA  
*ex rel.* THE CALIFORNIA AIR RESOURCES  
BOARD,

Plaintiffs,

v.

AZAA INVESTMENTS, INC., f.k.a.  
AutoAnything, Inc., a Nevada corporation, and  
DOES 1-100, inclusive,

Defendants.

**CASE NO.: BC697295**

Assigned: Hon. Lia Martin

Dept.: 16

Action filed: March 8, 2018

Trial date: None set

**JUDGMENT RE INJUNCTIVE RELIEF –  
NOTICE TO AIR RESOURCES BOARD**

IT IS HEREBY ORDERED AND ADJUDGED that judgment is awarded in favor of plaintiff People of the State of California ex rel. State Air Resources Board (“Air Resources Board” or “CARB”) against Defendant AZAA Investments, Inc., f.k.a. AutoAnything, Inc. (“Defendant” or “AZAA Investments”) as set forth below:



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1. Permanent Injunction and Related Penalties

1.1 The parties' Stipulated Settlement reflected in the Court's file stated that "Defendant has represented that it does not intend to advertise or sell automotive parts now or in the future and, by this Stipulated Settlement, agrees it will not resume advertising or selling of automotive parts."

1.2 The parties' Stipulated Settlement reflected in the Court's file further provided that if Defendant intended to resume advertising or selling automotive parts, Defendant shall notify the Air Resources Board no less than thirty days prior to any advertisement or sale of automotive parts pursuant to the notice requirement of the parties' Stipulated Settlement.

1.3 Defendant has engaged in the advertising or selling of automotive parts, but failed to comply with the notice requirement

1.4 Plaintiff shall have Judgment against Defendant in the amount of \$5,000,000 in accordance with the parties' Stipulated Settlement reflected in the Court's file pursuant to Code of Civil Procedure Section 664.

2. Costs and Attorney Fees

Each party shall bear its own costs and attorney fees.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court  
Los Angeles County

**EXHIBIT 3**

**JUDGMENT RE INJUNCTIVE RELIEF – COMPLIANCE WITH STATUTES**

XAVIER BECERRA  
Attorney General of California  
GARY E. TAVETIAN  
Supervising Deputy Attorney General  
ROSS H. HIRSCH (SBN 204320)  
JENNIFER KALNINS TEMPLE (SBN 258637)  
Deputy Attorneys General  
300 South Spring Street, Suite 1702  
Los Angeles, CA 90013  
Telephone: (213) 269-6368  
E-mail: Ross.Hirsch@doj.ca.gov  
E-mail: Jennifer.KalninsTemple@doj.ca.gov  
*Attorneys for Plaintiffs, the People of the State  
of California ex rel. the California Air  
Resources Board*

*EXEMPT FROM FILING FEES  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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v.

AZAA INVESTMENTS, INC., f.k.a.  
AutoAnything, Inc., a Nevada corporation, and  
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Trial date: None set

**JUDGMENT RE INJUNCTIVE RELIEF –  
COMPLIANCE WITH STATUTES**

IT IS HEREBY ORDERED AND ADJUDGED that judgment is awarded in favor of plaintiff People of the State of California ex rel. State Air Resources Board (“Planitiff,” “Air Resources Board,” or “CARB”) against Defendant AZAA Investments, Inc., f.k.a. AutoAnything, Inc. (“Defendant” or “AZAA Investments”) as set forth below:

1           1.     Permanent Injunction and Related Penalties

2           1.1     The parties' Stipulated Settlement reflected in the Court's file stated that  
3 "Defendant has represented that it does not intend to advertise or sell automotive parts now or in  
4 the future and, by this Stipulated Settlement, agrees it will not resume advertising or selling of  
5 automotive parts."

6           1.2     The parties' Stipulated Settlement reflected in the Court's file provided that  
7 if Defendant resumed advertising or selling automotive parts, Defendant shall not violate Vehicle  
8 Code section 27156, title 13 of the California Code of Regulations, section 2220, et seq., and  
9 Defendant shall not engage in or perform any and all of the following acts:

10           1.2.1.   Offering for sale, advertising, or representing in California any  
11 motor vehicle pollution control device that has not been certified or exempted by CARB.

12           1.2.2.   Offering for sale, advertising, or selling in California any motor  
13 vehicle pollution control device as a certified or exempted device which, in fact, is not a certified  
14 or exempted device.

15           1.2.3   Offering for sale, advertising, or selling in California any motor  
16 vehicle pollution control device that alters or modifies the original design or performance of the  
17 motor vehicle pollution control system unless that device has been certified or exempted by  
18 CARB.

19           1.2.4.   Offering for sale, advertising, or selling in California any motor  
20 vehicle exhaust system, or part thereof, in California unless that system or part has been certified  
21 or exempted by CARB.

22           1.2.5.   Offering for sale, advertising, or selling in California, or indirectly  
23 through any person, whether such person is a dealer, distributor, reseller, affiliate, contractor or  
24 otherwise, to any other person that reasonably may be expected to install such device on a  
25 vehicle registered in California any aftermarket part that alters or modifies the original design or  
26 performance of any required motor vehicle pollution control device or system for use on a motor  
27 vehicle unless that part has been certified or exempted by CARB. "Aftermarket part" includes,  
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1 but is not limited to, tuners/programmers, exhaust modifications, air intakes, intake and exhaust  
2 manifolds, turbochargers, superchargers, and catalytic converters.

3 1.2.6. Selling any motor vehicle pollution control device that has not been  
4 certified or exempted by CARB, directly or indirectly through any person, whether such person  
5 is a dealer, distributor, reseller, affiliate, contractor, or otherwise, to any other person that  
6 reasonably may install such pollution control device on a vehicle registered in California.

7 1.2.7. Selling any motor vehicle pollution control device as a certified or  
8 exempted device which, in fact, is not a certified or exempted device, directly or indirectly  
9 through any person, whether such person is a dealer, distributor, reseller, affiliate, contractor or  
10 otherwise, to any other person that reasonably may install such pollution control device on a  
11 vehicle registered within the State of California.

12 1.2.8. Selling any device that alters or modifies the original design or  
13 performance of a motor vehicle pollution control system unless that device has been certified or  
14 exempted by CARB, directly or indirectly through any person, whether such person is a dealer,  
15 distributor, reseller, affiliate, contractor or otherwise, to any other person that reasonably may  
16 install such device on a vehicle registered in California.

17 1.2.9. Selling any motor vehicle exhaust system, or part thereof, in  
18 California unless that system or part has been certified or exempted by CARB, directly or  
19 indirectly through any person, whether such person is a dealer, distributor, reseller, affiliate,  
20 contractor or otherwise, to any other person that reasonably may install such device on a vehicle  
21 registered in California.

22 1.2.10. Selling any aftermarket part that alters or modifies the original  
23 design or performance of any required motor vehicle pollution control device or system for use  
24 on a motor vehicle unless that part has been certified or exempted by CARB, directly or  
25 indirectly through any person, whether such person is a dealer, distributor, reseller, affiliate,  
26 contractor or otherwise, to any other person that reasonably may install such, device on a vehicle  
27 registered in California. "Aftermarket part" includes, but is not limited to, tuners/programmers,  
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1 exhaust modifications, air intakes, intake and exhaust manifolds, turbochargers, superchargers,  
2 and catalytic converters.

3 1.2.11. Making or disseminating in California any advertisement that  
4 references any device, apparatus, or mechanism that alters or modifies the original design or  
5 performance of any required motor vehicle pollution control device or system and not exempted  
6 from Vehicle Code section 27156 unless each advertisement contains a conspicuous disclaimer.  
7 The disclaimer shall be in a minimum font size 8 and shall appear on each page that any non-  
8 certified or non-exempt part appears. The disclaimer shall consist of one of the following  
9 phrases:

10 A. "NOT LEGAL FOR SALE OR USE IN CALIFORNIA"

11 B. "NOT LEGAL FOR SALE OR USE IN CALIFORNIA ON ANY  
12 POLLUTION CONTROLLED MOTOR VEHICLE"

13 C. "LEGAL IN CALIFORNIA ONLY FOR RACING VEHICLES  
14 THAT MAY NEVER BE USED, OR REGISTERED OR LICENSED FOR USE, UPON A  
15 HIGHWAY."

16 1.3 Defendant has violated some or all of the injunctive relief provisions set forth in  
17 Paragraphs 1.2 and 1.2.1-1.2.11, above. As such, Plaintiff shall have Judgment against Defendant  
18 in the amount of \$37,500 per sale and \$37,500 per part advertised for each day each part is  
19 offered for sale beginning from the date any advertisement was first published on any medium,  
20 including but not limited to a website identifying the part for sale.

21 2. Costs and Attorney Fees

22 Each party shall bear its own costs and attorney fees.

23  
24 Dated: \_\_\_\_\_

\_\_\_\_\_  
25 Judge of the Superior Court  
26 Los Angeles County

**DECLARATION OF SERVICE BY U.S. MAIL**

Case Name: **People ex rel California Air Resources Board v. AZAA INVESTMENTS, Inc.,  
f.k.a. AutoAnything, Inc.**

Case No.: **BC697295**

I declare:

I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter; my business address is 300 South Spring Street, Suite 1702, Los Angeles, CA 90013.

On November 15, 2018, I served the attached **STIPULATED SETTLEMENT; [PROPOSED] ORDER** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Los Angeles, California, addressed as follows:

Peter W. McGaw  
Buchalter, A Professional Corporation  
55 Second Street, Suite 1700  
San Francisco, CA 94105-3493

I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on November 15, 2018, at Los Angeles, California.

\_\_\_\_\_  
Edwina Roan-Tuyay  
Declarant

\_\_\_\_\_  
*Edwina Roan-Tuyay*  
Signature