

Inside the Money Trail: How a \$2 Million Auto Dealership Fraud Operated Through Hidden Kickbacks



In Southern California a sophisticated fraud scheme has exposed vulnerabilities in how dealerships acquire their used car inventory, leading to millions in losses and raising troubling questions about dealerships vulnerabilities.

The scheme, detailed in a federal lawsuit filed this week in the Central District of California, reveals how Mustafa Amin, a trusted Used Car Director at Downey Hyundai, allegedly orchestrated a complex web of fraudulent transactions involving 239 vehicles, causing losses of over \$2 million to the dealership.

The lawsuit alleges that Amin exploited his position at the dealership to orchestrate what appeared to be legitimate auction purchases while allegedly arranging inflated prices with co-conspirators, including his father's dealership and several other automotive businesses across California.

An Overflowing Storage Facility

The scheme was discovered when Downey's vehicle storage lot became unexpectedly full of hundreds of cars. They would usually purchase 10-12 cars so their inventory was hundreds of cars over what is typical for them.

When questioned, Amin claimed the vehicles belonged to his family who would pay storage rent but after being confronted with the fact, Amin quit.

The victims allege that her perpetrated the same scheme at JStar Automotive Group

They Allege It Was A Kickback Scheme

According to court documents, the scheme operated through a carefully orchestrated series of transactions:

1. **Initial Purchase:** Mustafa Amin, as Used Car Director, would identify vehicles for purchase through seemingly legitimate channels like Manheim Auction's "OVE" (Online Vehicle Exchange) system.
2. **Price Inflation:** Before executing the purchase, Amin would allegedly prearrange inflated prices with co-conspirator dealers. For example, a vehicle worth \$20,000 might be purchased for \$28,000, creating an \$8,000 spread.
3. **Kickback Distribution:** The difference between the true market value and the inflated purchase price would be split between Amin and the co-conspirator dealers through various kickback mechanisms.

He Used OVE System to Carry Out The Scheme

The complaint alleges how he would use an online exchange to carry out the scheme against Downey Hyundai.

It was a simple scheme that he was able to carry out over and over according to the complaint.

He would allegedly:

- Use "OVE" (Online Vehicle Exchange) transactions at Manheim Auction to create the appearance of legitimate purchases
- Prearrange inflated prices with selling dealerships
- Purchase defective or damaged vehicles requiring significant rehabilitation
- Conceal the true nature of transactions through apparently legitimate auction channels

It Took Them Months To Get Out Of The Mess

According to the complaint, it took over six months to rehabilitate and resell all 239 vehicles that Mustafa Amin had caused Downey to purchase.

Specifically, the complaint states: "After having two full-time employees rehabilitate and resell all 239 vehicles that Mustafa caused Downey to purchase through his fraudulent scheme (which took over six months to complete), Downey was damaged in an amount to be proven at trial, but not less than \$2,000,000.00."

Fraud at dealerships can result in very big losses

Read the Full Complaint

GODES & PREIS, LLP

Joseph M. Preis (State Bar No. 212998)

jpreis@gaplegal.com

Joshua R. Mino (State Bar No. 246760)

jmino@gaplegal.com

Benjamin G. Reynolds (State Bar No. 320546)

breyolds@gaplegal.com

300 Spectrum Center Drive, Suite 1420

Irvine, California 92618

Telephone: 949.468.0051

Facsimile: 949.872.2281

Attorneys for Plaintiff

DOWNEY HYUNDAI, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DOWNEY HYUNDAI, INC., a
California corporation,

Plaintiff,

vs.

MUSTAFA AMIN, an individual,
JUNAID AMIN, an individual;
HARVEY M. HARPER CO. d/b/a/
HARPER MOTORS, a California
corporation; WILSON
AUTOMOTIVE GROUP d/b/a/
CLAREMONT TOYOTA, a
California corporation; SMART
MOTIVE INC., a California
corporation; 4X4 MOTORS, INC., a
California corporation; OREMOR
AUTOMOTIVE GROUP, LLC d/b/a
BMW OF RIVERSIDE, a California
limited liability company; BB AUTO
LLC, a California limited liability

Case No.: 5:25-cv-000357

COMPLAINT FOR:

- 1) CONSPIRACY TO EMBEZZLE MONEY**
- 2) AIDING AND ABETTING BREACHES OF FIDUCIARY DUTY FOR PERSONAL GAIN**
- 3) CONVERSION**
- 4) RECEIVING STOLEN PROPERTY (PEN. CODE § 496)**
- 5) CONSPIRACY TO VIOLATE THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT (“RICO”)**
- 6) VIOLATION OF RICO**
- 7) FRAUDULENT CONCEALMENT**
- 8) FRAUDULENT MISREPRESENTATION**

1 company; CPN KAR-DOGS AUTO
2 EXCHANGE, LLC, a California
3 limited liability company;
4 WHOLESale LUXURY AUTOS
5 LLC, a California limited liability
6 company; and DOES 1 through 10,
7 inclusive,

Defendants.

**9) VIOLATION OF THE UNFAIR
COMPETITION LAW (BUS. &
PROF. CODE, §§ 17200, *ET SEQ.*)**

[DEMAND FOR JURY TRIAL]

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NATURE OF ACTION

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2 Plaintiff Downey Hyundai, Inc., (“Downey”) is an automobile dealership that
3 does business as Downey Hyundai, sells new and used automobiles and is a fixture in
4 the Downey community. Downey employed Defendant Mustafa Amin (“Mustafa”)
5 as its Used Car Director, who was tasked with purchasing the majority of the used
6 vehicles acquired by Downey for resale either through auction, private party transfers,
7 or dealer-to-dealer sales. . Purchasing used vehicles is one of the most important
8 aspects of running an automobile dealership, because the ultimate profitability on the
9 resale of any used vehicle is often determined by the dealership’s amount paid for the
10 vehicle.

11 During his employment with Downey, Mustafa and his co-conspirators,
12 Defendants Junaid Amin, Harvey M. Harper Co. d/b/a/ Harper Motors, Wilson
13 Automotive Group d/b/a/ Claremont Toyota, Smart Motive Inc., 4X4 Motors, Inc.,
14 OREMOR Automotive Group, LLC d/b/a BMW of Riverside, BB Auto LLC, CPN
15 Kar-Dogs Auto Exchange, LLC, Wholesale Luxury Autos LLC (collectively, the “Co-
16 conspirator Defendants”) (Mustafa and the Co-conspirator Defendants shall
17 collectively be referred as “Defendants”) conducted a fraudulent scheme to enrich
18 themselves as well as their family members and associates by causing Downey to
19 purchase used vehicles (many of which were defective and/or damaged) at
20 prearranged and inflated prices. Mustafa caused Downey to purchase at least 239 such
21 used vehicles when it was customary for Downey to purchase ten or less used vehicles,
22 rehabilitate them, and sell them before purchasing additional used vehicles. Mustafa’s
23 fraudulent scheme came to Downey’s attention when its vehicle storage lot was full.

24 Mustafa employed a scheme whereby he would purchase used vehicles at
25 auction through private dealer-to-dealer transactions, or what is known as “OVE”
26 transactions at Manheim Auction. However, before purchasing the subject vehicle,
27 Mustafa would prearrange an inflated price for the vehicles with his Co-conspirator
28 Defendants. Many of the vehicles purchased were defective and/or damaged requiring

1 significant rehabilitation costs. Mustafa was running a similar scheme through
2 Norwalk Auto Auction whereby he would work in concert with his Co-conspirator
3 Defendants to inflate the purchase price of the used vehicles he caused Downey to
4 purchase.

5 Downey, in turn, simply saw that the used vehicles purchased by Mustafa were
6 purchased at auction or through other apparently legitimate means. However, by
7 purchasing used vehicles “OVE” through private dealer-to-dealer transactions at
8 Manheim Auction and Norwalk Auto Auction, Mustafa was able to prearrange with
9 the selling dealership or persons an inflated price for the vehicle to be purchased by
10 Downey and conceal these facts. Mustafa has many contacts in the used vehicle
11 dealership industry, and several of his family members operate used automobile
12 dealerships, including his father, Junaid Amin, owner of 4X4 Motors, Inc., who
13 Mustafa purchased vehicles from and who aided in the perpetration of the fraud. After
14 purchasing these used vehicles for Downey at prearranged and inflated prices,
15 Mustafa would receive kickbacks or other consideration from his family members or
16 associates who benefited from Downey paying inflated prices for their used vehicles.

17 This was not the only time that Mustafa Amin and his father Junaid Amin
18 perpetrated this scheme. After Mustafa quit Downey, when Downey began to
19 question the purchases, he went to work at JStar Automotive Group in Anaheim Hills,
20 California, and, based upon information and belief, Defendants ran the same scheme
21 there.

22 After having two full-time employees rehabilitate and resell all 239 vehicles
23 that Mustafa caused Downey to purchase through his fraudulent scheme (which took
24 over six months to complete), Downey was damaged in an amount to be proven at
25 trial, but not less than \$2,000,000.00.¹

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28 ¹ Attached hereto as **Attachment 1** is an excel workbook showing the 239 used
vehicles Mustafa caused Downey to purchase from the Co-conspirator Defendants.

JURISDICTION

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2 1. This Court has original, federal-question jurisdiction over this action
3 pursuant to 28 U.S.C. § 1331 because it arises under the laws of the United States. In
4 particular, the RICO claim arises under 18 U.S.C. § 1962.

5 2. This Court has supplemental jurisdiction over Downey’s remaining
6 claims pursuant to 28 U.S.C. § 1367 because the Court has original, federal-question
7 jurisdiction over Downey’s RICO claim, and the remaining claims are so related that
8 they form part of the same case or controversy under Article III of the United States
9 Constitution.

10 3. This Court has personal jurisdiction over Defendants because this action
11 arises out of and is related to Defendants’ purposeful contacts with the State of
12 California.

PARTIES AND STANDING

13
14 4. Downey is a corporation incorporated under the laws of the state of
15 California, and its principal place of business is in Downey, California.

16 5. Downey is informed and believes, and on that basis alleges, that Mustafa
17 Amin is a resident of Corona, California, and a citizen of California. At all times
18 mentioned herein, Mustafa Amin was Downey’s Used Car Director and perpetrated
19 the fraudulent scheme in Downey, California.

20 6. Downey is informed and believes, and on that basis alleges, that Junaid
21 Amin is a resident of Corona, California, and a citizen of California. Junaid Amin is
22 Mustafa Amin’s father and owner of 4X4 Motors, Inc.

23 7. Downey is informed and believes, and on that basis alleges, that
24 Defendant Harvey M. Harper Co. d/b/a/ Harper Motors is a California corporation
25 operating as a car dealership, and that its principal place of business is located in
26 Eureka, California.

27 _____
28 The alleged scheme was perpetrated on or near the date of each noted purchase dates
of the vehicles.

1 8. Downey is informed and believes, and on that basis alleges, that
2 Defendant Wilson Automotive Group d/b/a/ Claremont Toyota is a California
3 corporation doing business as a car dealership, and that its principal place of business
4 is located in Claremont, California.

5 9. Downey is informed and believes, and on that basis alleges, that
6 Defendant Smart Motive Inc., is a California corporation, and that its principal place
7 of business is located in Jurupa Valley, California.

8 10. Downey is informed and believes, and on that basis alleges, that
9 Defendant 4X4 Motors, Inc. is a California corporation, and that its principal place of
10 business is located in Corona, California.

11 11. Downey is informed and believes, and on that basis alleges, that
12 Defendant OREMOR Automotive Group, LLC d/b/a BMW of Riverside is a
13 California limited liability company, and that its lone member is OREMOR
14 Management & Investment Company, which is a California Corporation with its
15 principal place of business located in Ontario, California.

16 12. Downey is informed and believes, and on that basis alleges, that
17 Defendant BB Auto LLC is a California limited liability company, and that its lone
18 member is Bulent Bayram whose address is 28024 Palos Verdes Dr. East, Ranchos
19 Palos Verdes, CA 90275.

20 13. Downey is informed and believes, and on that basis alleges, that
21 Defendant CPN Kar-Dogs Auto Exchange, LLC is a California limited liability
22 company, and that its lone member is Charles Nettles whose address is 500 East E
23 Street #209, Ontario, CA 91764.

24 14. Downey is informed and believes, and on that basis alleges, that
25 Defendant Wholesale Luxury Autos LLC is a California limited liability company,
26 and that its lone member is Qudus Abdul whose address is 17 Ima Loa Ct., Newport
27 Beach, CA 92663.

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1 15. The true names and capacities, whether individual, corporate, associate,
2 or otherwise, of defendants herein designated by the fictitious names Does 1 through
3 10, inclusive, are unknown to Downey, who therefore sues said defendants by such
4 fictitious names. Downey will amend this pleading accordingly when the true names
5 and capacities of such fictitiously named defendants have been ascertained. Downey
6 is informed and believes, and based thereon alleges, that each of the fictitiously named
7 defendants is in some manner responsible for the acts, omissions, and occurrences,
8 and actually and proximately caused and contributed to the various injuries and
9 damages alleged herein.

10 16. Downey is informed and believes, and on that basis alleges, that at all
11 times herein mentioned, each of the defendants, including Does 1 through 10, was the
12 alter ego, agent, servant, accomplice, and/or employee of each other, acting within the
13 course and scope of said relationships, and whose acts or omissions alleged herein
14 were authorized, adopted, approved and/or ratified by each other.

15 **VENUE AND FORUM**

16 17. Venue and forum are proper in the Central District of California pursuant
17 to Title 28, United States Code section 1391(b)(2), because a substantial part of the
18 events or omissions giving rise to the claim occurred in this district.

19 **FACTS COMMON TO ALL CAUSES OF ACTION**

20 18. Mustafa gained Downey's confidence by presenting himself as a rising
21 star in the automobile dealership industry and touting his experience and his family's
22 history in the same. Mustafa also invited Downey's owners to Junaid Amin's home
23 for dinner to gain their trust.

24 19. After gaining Downey's confidence, Mustafa was hired as the Used Car
25 Director and began purchasing used vehicles for Downey. However, Mustafa
26 concealed from Downey the volume of vehicles he purchased, the prearranged inflated
27 prices of the used vehicles, which were concealed from Downey by prearranging the
28 direct purchases through car auctions (but where no auctions took place), the fact that

1 he was purchasing these used vehicles from his family and associates, and the fact that
2 he was receiving incentives and kickbacks for purchasing these used vehicles.

3 20. Upon learning of its vehicle storage lot unexpectedly being full of used
4 vehicles, Downey investigated, and Mustafa stated that all 239 vehicles belonged to
5 his family and that they would pay rent to use Downey's storage lot. Downey declined
6 and instructed Mustafa to remove his family's vehicles from its storage lot, only to
7 learn thereafter that Mustafa actually purchased all 239 vehicles on Downey's behalf
8 through property auctions. After Mustafa was confronted with this information, he
9 abruptly quit his employment with Downey and started working at JStar Automotive
10 Group, where, based upon information and belief, he perpetuated the same scheme.
11 (*See, JSTAR Automotive Group, Inc. v. BB Auto, LLC, et al* (2024) Case No. 30-2024-
12 01420741-CU-BT-WJC filed in the Superior Court of California for the County of
13 Orange (the "JSTAR Matter").

14 21. Through a comprehensive analysis of each of Downey's used vehicle
15 purchases, it discovered that none of the vehicles were purchased at auction as
16 portrayed, but were prearranged direct sales ran through Manheim and Norwalk.
17 Downey has suffered losses to be proven at trial, but not less than \$2,000,000.00 based
18 on Mustafa causing Downey to overpay for the 239 used vehicles.

19 **FIRST CAUSE OF ACTION**
20 **CONSPIRACY TO EMBEZZLE MONEY**
21 **(Against All Defendants)**

22 22. Downey incorporates, restates, and re-alleges the allegations contained
23 in the Nature of Action section and paragraphs 1 through 21, inclusive, as though fully
24 set forth herein.

25 23. Defendants knowingly, willfully, and maliciously entered into a
26 conspiracy and agreement to embezzle monies from Downey by causing Downey to
27 purchase at least 239 used vehicles at prearranged and inflated prices. In furtherance
28 of this conspiracy, Downey was caused to overpay for the used vehicles, and in

1 exchange for causing Downey to overpay for vehicles, Mustafa was provided
2 kickbacks or other incentives.

3 24. As a proximate cause of this conspiracy, Defendants converted by
4 embezzlement monies the precise amount of which will be established at trial.

5 25. Defendants engaged in the foregoing scheme intentionally, oppressively,
6 and maliciously, and Downey is entitled to punitive and exemplary damages.

7 **SECOND CAUSE OF ACTION**

8 **AIDING AND ABETTING BREACHES OF FIDUCIARY DUTY FOR**

9 **PERSONAL GAIN**

10 **(Against All Defendants)**

11 26. Downey incorporates, restates, and re-alleges the allegations contained
12 in the Nature of Action section and paragraphs 1 through 21, inclusive, as though fully
13 set forth herein.

14 27. As its Used Car Director, Mustafa owed Downey fiduciary duties, of
15 which Downey is informed and believes Defendants were aware.

16 28. Notwithstanding their actual knowledge that Mustafa owed fiduciary
17 duties to Downey, Defendants personally conspired with and aided and abetted
18 Mustafa in breaching those duties to Downey by aiding Mustafa in purchasing used
19 vehicles for Downey at prearranged and inflated prices in exchange for kickbacks
20 other incentives.

21 29. Defendants engaged in this scheme for their own personal gain in that
22 they were able to receive inflated prices for the used vehicles they sold to Downey.

23 30. As a proximate cause of the Defendants aiding and abetting Mustafa's
24 breach of fiduciary duty to Downey, Downey suffered losses to be proven at trial, but
25 not less than \$2,000,000.00.

26 31. Defendants engaged in the foregoing scheme intentionally, oppressively,
27 and maliciously, and Downey is entitled to punitive and exemplary damages.

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1 **THIRD CAUSE OF ACTION**

2 **CONVERSION**

3 **(Against All Defendants)**

4 32. Downey incorporates, restates, and re-alleges the allegations contained
5 in the Nature of Action section and paragraphs 1 through 21, inclusive, as though fully
6 set forth herein.

7 33. Downey had a right to ownership and possession of the monies it paid
8 for the used vehicles Mustafa caused it to purchase;

9 34. Defendants have substantially interfered with Downey's property by
10 causing Downey to overpay for used vehicles through the scheme described above.

11 35. Downey at no point consented to Defendants' actions, which were a
12 substantial factor in causing Downey harm.

13 36. As a proximate cause of Defendants' conversion of Downey's property,
14 Downey suffered losses to be proven at trial, but not less than \$2,000,000.00.

15 37. Defendants engaged in the foregoing scheme intentionally, oppressively,
16 and maliciously, and Downey is entitled to punitive and exemplary damages.

17 **FOURTH CAUSE OF ACTION**

18 **RECEIVING STOLEN PROPERTY (PEN. CODE, § 496)**

19 **(Against All Defendants)**

20 38. Downey incorporates, restates, and re-alleges the allegations contained
21 in the Nature of Action section and paragraphs 1 through 21, inclusive, as though fully
22 set forth herein.

23 39. In perpetrating the fraudulent scheme described above, Defendants
24 intended to and have deprived Downey of its property.

25 40. Defendants have therefore committed theft, as defined by Penal Code
26 section 484.

27 41. As such, Defendants have violated Penal Code section 496, subdivision
28 (a), by receiving and withholding Downey's stolen property, which they knew to be

1 stolen.

2 42. Pursuant to Penal Code section 496, subdivision (c), Downey is entitled
3 to recover from Defendants three times its actual damages in addition to Downey's
4 actual damages, along with its costs of suit and reasonable attorney's fees.

5 **FIFTH CLAIM FOR RELIEF**

6 **CONSPIRACY TO VIOLATE RICO**

7 **(28 U.S.C. § 1962(d))**

8 **(Against All Defendants)**

9 43. Downey incorporates, restates, and re-alleges the allegations contained
10 in the Nature of Action section and paragraphs 1 through 21, above, as if set forth in
11 full herein.

12 44. 18 U.S.C. § 1962(d) states that "[i]t shall be unlawful for any person to
13 conspire to violate any of the provisions of subsection (a), (b), or (c) of this section."

14 45. Defendants all conspired to violate 18 U.S.C. § 1962(c) by agreeing to
15 commit mail fraud (18 U.S.C. § 1341) and wire fraud (18 U.S.C. 1961(1)) against
16 Downey through the fraudulent scheme averred above.

17 46. As a result, all Defendants are liable for the acts of their co-conspirators.

18 47. Under the provisions of 18 U.S.C. §1964(c), Defendants are liable to
19 Plaintiffs for three times the damages suffered, plus costs of bringing the suit, and
20 reasonable attorney's fees in connection herewith.

21 48. Downey suffered losses to be proven at trial, but not less than
22 \$2,000,000.00.

23 **SIXTH CAUSE OF ACTION**

24 **VIOLATION OF RICO**

25 **(Against All Defendants)**

26 49. Downey incorporates, restates, and re-alleges the allegations contained
27 in the Nature of Action section and paragraphs 1 through 21, inclusive, as though fully
28 set forth herein.

1 50. Mustafa and the other Defendants formed an association in fact enterprise
2 for the common purpose of perpetuating the fraudulent scheme averred above.

3 51. As Downey's Used Car Director, Mustafa had a duty to disclose his
4 relationships with the other Co-conspirator Defendants (familial or otherwise), the
5 methods by which he was purchasing used vehicles on Downey's behalf (auction,
6 dealer-to-dealer, or otherwise), the volume of used vehicles he was purchased on
7 Downey's behalf (i.e., 239 vehicles rather than the standard 10 or less), and the
8 prearranged, inflated prices of all 239 used vehicles he purchased on Downey's behalf
9 listed in **Attachment 1**.

10 52. Downey was not aware of Mustafa's relationships with the other Co-
11 conspirator Defendants (familial or otherwise), the methods by which he was
12 purchasing used vehicles on Downey's behalf (auction, dealer-to-dealer, or
13 otherwise), the volume of used vehicles he purchased on Downey's behalf (i.e., 239
14 vehicles rather than the standard 10 or less), and the prearranged, inflated prices of all
15 239 used vehicles he purchased on Downey's behalf listed in **Attachment 1**.

16 53. Mustafa intended to deceive Downey by refusing to disclose his
17 relationships with the other Defendants (familial or otherwise), the methods by which
18 he was purchasing used vehicles on Downey's behalf (auction, dealer-to-dealer, or
19 otherwise), the volume of used vehicles he purchased on Downey's behalf (i.e., 239
20 vehicles rather than the standard 10 or less), and the prearranged, inflated prices of all
21 239 used vehicles he purchased on Downey's behalf listed in **Attachment 1**.

22 54. Had Mustafa disclosed his relationships with the other Defendants
23 (familial or otherwise), the methods by which he was purchasing used vehicles on
24 Downey's behalf (auction, dealer-to-dealer, or otherwise), the volume of used vehicles
25 he purchased on Downey's behalf (i.e., 239 vehicles rather than the standard 10 or
26 less), and the prearranged, inflated prices of all 239 used vehicles he purchased on
27 Downey's behalf listed in **Attachment 1**, Downey would never have employed him
28 or allowed him to purchase any vehicles on its behalf.

1 55. For all 239 vehicles Downey purchased pursuant to Mustafa and the other
2 Co-conspirator Defendants' fraudulent scheme, Downey reasonably relied on the
3 invoices provided to it either electronically or through the mail in remitting payment
4 for the overpriced vehicles at issue listed in **Attachment 1**.

5 56. As a result of Mustafa's omitted information, which was a substantial
6 factor in causing Downey's harm, Downey suffered losses to be proven at trial, but
7 not less than \$2,000,000.00.

8 57. Downey is informed and believes that Defendants committed similar
9 fraudulent omissions against JStar Automotive Group, Incorporated, based on a
10 complaint filed in the Superior Court of California for the County of Orange, Case
11 No. 30-2024-01420741-CU-BT-WJC, thereby establishing a pattern of racketeering
12 activity.

13 58. Under the provisions of 18 U.S.C. §1964(c), Defendants are liable to
14 Plaintiffs for three times the damages suffered, plus costs of bringing the suit, and
15 reasonable attorney's fees in connection herewith.

16 59. Downey suffered losses to be proven at trial, but not less than
17 \$2,000,000.00.

18 **SEVENTH CAUSE OF ACTION**

19 **FRAUDULENT CONCEALMENT**

20 **(Against Mustafa)**

21 60. Downey incorporates, restates, and re-alleges the allegations contained
22 in the Nature of Action section and paragraphs 1 through 21, inclusive, as though fully
23 set forth herein.

24 61. Downey and Mustafa were in an employer-employee relationship when
25 Mustafa was Downey's Used Car Director, thereby giving rise to Mustafa's duty to
26 disclose his relationships to the Co-conspirator Defendants.

27 62. Mustafa intentionally failed to disclose his relationships to the Co-
28 conspirator Defendants in order to gain Downey's trust and to perpetuate his

1 fraudulent scheme to use his position as Downey's Used Car Director to purchase at
2 least 239 used vehicles at inflated prices to the benefit of the Defendants and to the
3 detriment of Downey.

4 63. Downey did not know of Mustafa's relationships with the Co-conspirator
5 Defendants when it hired him as its Used Car Director and authorized him to purchase
6 used vehicles on its behalf.

7 64. Mustafa intended to, and indeed did, deceive Downey by intentionally
8 failing to disclose his relationships with the Co-conspirator Defendants.

9 65. Had Mustafa disclosed to Downey his relationships with the Co-
10 conspirator Defendants, Downey would not have hired him as its Used Car Director
11 and certainly would not have authorized him to purchase used vehicles on its behalf.

12 66. As a result of Mustafa intentionally failing to disclose his relationships
13 to the Co-conspirator Defendants, he was able to perpetuate his fraudulent scheme
14 with the Co-conspirator Defendants, which harmed Downey in an amount to be
15 proven at trial, but an amount greater than \$2,000,000.

16 67. Downey is informed and believes, and on that basis avers, that the
17 aforementioned acts of Mustafa were willful, wanton, and malicious, and Downey is
18 therefore entitled to punitive and exemplary damages from Mustafa.

19 **EIGHTH CAUSE OF ACTION**

20 **FRAUDULENT MISREPRESENTATION**

21 **(Against All Defendants)**

22 68. Downey incorporates, restates, and re-alleges the allegations contained
23 in the Nature of Action section and paragraphs 1 through 21, inclusive, as though fully
24 set forth herein.

25 69. Through their fraudulent scheme and fraudulent invoices, Defendants
26 misrepresented to Downey the purchase prices of at least the 239 used vehicles
27 Mustafa purchased on behalf of Downey identified in **Attachment 1**.

28 70. The purchase prices of at least the 239 vehicles Mustafa purchased on

1 behalf of Downey identified in **Attachment 1** were false, Downey is informed and
2 believes, and on that basis avers that, Defendants knew they were false and intended
3 for Downey to rely on these misrepresentations.

4 71. Downey reasonably relied on Defendants’ misrepresentations to their
5 benefit and to Downey’s detriment, and Defendants’ misrepresentations were a
6 substantial factor in causing Downey’s harm, which harmed Downey in an amount to
7 be proven at trial, but an amount greater than \$2,000,000.

8 72. Downey is informed and believes, and on that basis avers, that the
9 aforementioned acts of Mustafa were willful, wanton, and malicious, and Downey is
10 therefore entitled to punitive and exemplary damages from Defendants.

11 **NINTH CAUSE OF ACTION**

12 **VIOLATION OF THE UNFAIR COMPETITION LAW**

13 **(BUS. & PROF. CODE, § 17200, et seq)**

14 **(Against All Defendants)**

15 73. Downey incorporates, restates, and re-alleges the allegations contained
16 in the Nature of Action section and paragraphs 1 through 21, inclusive, as though fully
17 set forth herein.

18 74. Section 17200 of the California Business & Professions Code (“Unfair
19 Competition Law” or “UCL”) prohibits any “unlawful,” “unfair,” or “fraudulent”
20 business practice.

21 75. California Business and Professions Code section 17204 allows a person
22 injured by unfair business acts or practices to prosecute a civil action for violation of
23 the UCL.

24 76. Downey is informed and believes that Defendants acted unlawfully,
25 unfairly, and fraudulently by perpetuating the fraudulent scheme on Downey
26 described above and as a result Downey has lost money.

27 77. As a result of Defendants’ conduct, Downey has been harmed as averred
28 above, and Downey is entitled to disgorge Defendants as well as restitution for money

1 received from their ill-gotten gains.

2 78. Defendants must also be enjoined from engaging in similar unlawful,
3 unfair, and fraudulent business practices.

4 79. Downey is also entitled to attorneys' fees pursuant to California Code of
5 Civil Procedure, section 1021.5.

6 **PRAYER**

7 Downey prays for judgment against Defendants, and each of them, and, to the
8 extent provided by law, relief as follows:

9 **As to Downey's First, Second, Third, Fourth, Fifth, and Sixth Claims:**

- 10 1. For compensatory damages, in an amount to be proven at trial;
- 11 2. For special and consequential damages according to proof at trial;
- 12 3. For incidental damages according to proof at trial;
- 13 4. For prejudgment interest on all sums awarded to Downey;
- 14 5. For attorneys' fees and costs as authorized by contract or statute; and
- 15 6. For punitive damages under California Civil Code section 3294, in an
16 amount to be determined at trial;
- 17 7. For treble damages Penal Code section 496, subdivision (c), and 18
18 U.S.C. §1964(c);

19 **As to Downey's Seventh Claim:**

- 20 8. For public injunctive relief enjoining Defendants from further
21 perpetuating their fraudulent scheme of artificially inflating the prices of used car
22 sales;
- 23 9. For restitution, in an amount to be proven at trial;
- 24 10. For disgorgement of profits, in an amount to be proven at trial;
- 25 11. For attorney's fees;
- 26 12. For cost of suit; and

27 **As to All Causes of Action:**

- 28 13. For such other and further relief as the Court deems just and proper.


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JURY DEMAND

Downey herein demands a trial by jury of all issues in this action.

Date: February 7, 2025

GODES & PREIS, LLP

By: 

Joseph M. Preis
Joshua R. Mino
Benjamin G. Reynolds
Attorneys for Defendant
DOWNEY HYUNDAI, INC.

Attachment 1

Copy of Copy of MAmn Loss - Updated 012325.xlsx

STOCK IN DATE	YEAR	VIN	MAKE	MODEL	EXTERIOR COLOR	INTERIOR COLOR	SELLER	SELLING DEALER	MILES FROM CDK	MILES FROM PAPER	PURCHASED / INVOICE AMT
10/22/21	2020	YV4A2N1L81115258	VOLV	V90	WHITE	BLACK	MANHEIM	SIXT RENTAL	37,370	31,830	\$47,995.00
10/26/21	2012	1C4A1WVA69CL283212	JEEP	WRANGLER	BLACK	BLACK	NORWALK	DCH KIA OF TEMECULA	57,901	139,214	\$13,400.00
10/28/21	2015	1C4B1W0G69FL618229	JEEP	WRANGLER UNLIMITED	WHITE	BLACK	OVE	meridian remarketing	41,842	78,672	\$26,335.00
11/1/21	2013	KMHU06K02DU095607	HYUN	GENESIS COUPE	WHITE	BLACK	CARWAVE	PACIFIC CAR CO LLC	35,563	49,996	\$14,360.00
11/11/21	2011	1FTNEZL2BD09822	FORD	E250	WHITE	BLACK	NORWALK	PENSKO CHEVROLET	36,408	94,801	\$29,156.00
11/11/21	2015	1C4B1W0G69FL719326	JEEP	WRANGLER UNLIMITED	ORANGE	BLACK	MANHEIM		54,233	66,063	\$14,360.00
11/12/21	2015	1GKS1JK12R246719	GMC	YUKON XL	BLACK	BLACK	CUSTOMER	YVONNE MEDRANO smart motive	53,287	127,274	\$27,029.00
11/16/21	2018	5TFDWSF1XJ74584	TOYOTA	TUNDRA	WHITE	BLACK	MANHEIM		74,152	61,781	\$42,901.00
11/20/21	2019	1GCRWCE99K2192844	CHEVROLET	SILVERADO 1500	RED	BLACK	DEALER READY		15,101	37,370	\$35,795.00
11/29/21	2019	4T1B11HK1KU751827	TOYOTA	CAMRY	GRAY	BLACK	DEALER READY		29,537	57,901	\$23,938.00
12/1/21	2020	1C6HJF0GL117304	JEEP	GLADIATOR	SILVER	BLACK	MANHEIM		26,554	41,840	\$44,845.00
12/1/21	2017	KMH084L1F8H429307	HYUNDAI	ELANTRA	BLUE	GRAY	NORWALK	bb auto llc	35,563	12,399	\$17,600.00
12/2/21	2018	WBXY15C36JEF7757	BMW	X2	BLACK	BLACK	NORWALK	GALPIN MAZDA	36,408	36,408	\$29,375.00
12/6/21	2019	4T1B11HK9KU255318	TOYOTA	CAMRY	BLACK	BLACK	DEALER READY	WESTERN FLEET	54,233	54,233	\$24,213.00
12/13/21	2018	JTMZFRV61J741327	TOYOTA	RAV4	GRAY	BLACK	NORWALK	claremont toyota	53,287	53,287	\$24,050.00
12/13/21	2013	2G1FA1E3999240720	CHEVROLET	CAMARO	BLACK	BLACK	NORWALK	jackson motors	92,514	92,514	\$12,600.00
12/14/21	2018	WBXHU7C37JH42682	BMW	X1 SDR 28i	GRAY	BLACK	NORWALK	jackson motors	25,163	25,163	\$29,350.00
12/14/21	2016	2C3CDZAG9GH113635	DODGE	CHALLENGER	GRAY	BLACK	MANHEIM	4x4 motors	74,152	74,152	\$32,697.00
12/14/21	2018	WA1LHAF78D019240	AUDI	Q7	BLACK	BLACK	NORWALK	LEXUS OF WOODLAND HILLS	78,061	78,061	\$30,785.00
12/17/21	2018	WBABA9C5XAH12152	BMW	320i	BLACK	BLACK	NORWALK	bmw riverside	15,101	15,101	\$27,775.00
12/17/21	2019	WBAA5C51KW08595	BMW	530i	GRAY	BLACK	NORWALK	bmw riverside	29,537	29,537	\$34,785.00
12/20/21	2019	WBAA5C578X86842	BMW	530i	BLACK	BLACK	NORWALK	bmw riverside	26,554	26,554	\$38,795.00
12/20/21	2016	1G6RRYKXK5267092	RAM	LONE STAR	WHITE	GRAY	NORWALK	184 AUTO GROUP	81,134	81,122	\$24,460.00
12/20/21	2013	MMWMSY1C51D7625460	MINI	COOPER ROADSTER	BLACK	BLACK	NORWALK	jackson motors	52,246	52,246	\$10,375.00
12/22/21	2018	KMH04L4F3JH449129	HYUNDAI	ELANTRA	BLUE	GRAY	AUTO XL	FOLSOM LAKE KIA	50,689	50,689	\$17,255.00
12/28/21	2019	3VWN5780UKM050281	VOLKSWAGON	JETTA	RED	BLACK	LITHIA NISSAN	lithia hyundai fresno	44,147	44,147	\$20,278.00
12/30/21	2019	1J1B1CP0K0272744	NISSAN	ROGUE	GRAY	BLACK	NORWALK	PENSKO CHEVROLET	19,444	19,444	\$23,230.00
12/30/21	2019	3GNAXHEV9K5593119	CHEVROLET	EQUINOX	WHITE	GRAY	MANHEIM	smart motive	31,834	31,834	\$23,640.00
12/30/21	2019	7E2ARW1H5ZKE026216	HONDA	CR-V	WHITE	GRAY	NORWALK		35,825		\$30,275.00
12/30/21	2019	5TFAX5G64XU0578615	TOYOTA	TACOMA	WHITE	GRAY	NORWALK	claremont toyota	57,429	57,261	\$28,900.00
1/5/22	2020	5EADZ1B161U057615	LEXUS	ES350	GRAY	BLACK	NORWALK	LEXUS OF WOODLAND HILLS	23,177	23,156	\$41,280.00
1/8/22	2020	K14CJA5B41B062549	BUICK	ENCORE	RED	BLACK	NORWALK	bmw riverside	15,936	15,495	\$24,375.00
1/14/22	2019	1F1TER4E40KLA30473	FORD	RANGER	ORANGE	BLACK	AUTO XL	folsom lake ford	12,936	12,857	\$34,000.00
1/14/22	2021	SHFK8G76MU201834	HONDA	CIVIC	BLACK	BLACK	NORWALK	jackson motors	5,320	5,320	\$49,125.00
1/14/22	2020	5TDDZBRHXL5049027	TOYOTA	HIGHLANDER	WHITE	GRAY	NORWALK	claremont toyota	10,273	10,273	\$49,975.00
1/15/22	2019	5FN7F6H54K8008188	HONDA	PILOT	GRAY	BLACK	NORWALK	claremont toyota	35,237	35,175	\$36,575.00
1/15/22	2016	KMH7C6AE0GU293656	HYUNDAI	VELOSTER	WHITE	BLACK	DEALER READY	lithia hyundai fresno	77,590	77,590	\$13,021.00
1/15/22	2021	1G6SRF090M902612	RAM	LONE STAR	BLACK	BLACK	NORWALK	jackson motors	6,203	6,021	\$96,925.00
1/17/22	2015	1GN5CBK1FR291249	CHEVROLET	TAHOE	BLACK	BLACK	NORWALK	bmw riverside	83,776	83,548	\$36,900.00
1/17/22	2016	4GDPF6E4G693789	MERCEDES BENZ	GL450 4MATIC	SILVER	BLACK	MANHEIM	claremont toyota	134,677	134,692	\$23,610.00
1/19/22	2021	KW8854HEXWU215167	HYUNDAI	PALISADE	BLACK	BLACK	NORWALK	4x4 motors	7,018		\$52,375.00
1/19/22	2017	WMWXP5C3H2D16979	MINI	COOPER	BLUE	BLACK	NORWALK	smart motive	25,548	25,548	\$20,850.00
1/21/22	2020	JM1BPAN1M8L1168912	MAZDA	FUSION	GRAY	BLACK	NORWALK	bb auto llc	31,048	31,040	\$25,100.00
1/24/21	2020	5YFBURHE2EP141361	TOYOTA	MAZDA 3	GRAY	BLACK	MANHEIM	smart motive	67,761	67,711	\$25,670.00
1/24/21	2014	5UXTY3C02M9F33861	BMW	COROLLA	BLUE	GRAY	NORWALK	smart motive	68,560	68,560	\$15,600.00
1/24/21	2021	5UXTY3C02M9F33861	BMW	X3	BLACK	BROWN	NORWALK	bmw riverside	12,359	6,581	\$45,350.00
1/24/21	2018	WBS4Y9C50JAC86607	BMW	M4	WHITE	BLACK	NORWALK	LAPIN MOTOR CO	30,022	30,022	\$58,400.00
1/25/21	2020	3FAPGPH06L112809	FORD	GRAND CARAVAN	GRAY	BLACK	NORWALK	bb auto llc	31,048	31,040	\$25,100.00
1/25/21	2019	2C4RDEGEG2KR17082	DODGE	CHALLENGER	SILVER	BLACK	MANHEIM	smart motive	70,189	69,752	\$15,765.00
1/27/21	2018	KMH084L1F1J0152275	HYUNDAI	ELANTRA	GRAY	GRAY	CARWAVE	HANFORD HYUNDAI	28,530	27,427	\$32,875.00
1/27/21	2018	5TFAX5G6N8X127439	TOYOTA	TACOMA	WHITE	BLACK	NORWALK	claremont toyota	58,387	58,387	\$47,755.00
1/27/21	2018	3C63R9GL8G228781	RAM	3500	WHITE	GRAY	MANHEIM	TEXAN HYUNDAI	41,361	41,159	\$21,425.00
1/27/21	2018	3CZRU6H57JM715459	HONDA	HR-V	WHITE	GRAY	NORWALK	smart motive	23,915	23,877	\$44,280.00
1/27/21	2018	1FA6P9C515170965	FORD	MUSTANG	GRAY	BLACK	NORWALK	CARMAX	73,899	73,899	\$25,349.00
1/28/21	2017	1FMSK7D89HG55494	FORD	EXPLORER	BLUE	BLACK	NORWALK	lithia hyundai fresno	39,621	39,597	\$28,625.00
1/29/21	2020	2C3CDZGG1LH110679	DODGE	CHALLENGER	BLACK	GRAY	NORWALK	jackson motors	39,964	39,893	\$18,265.00
1/29/21	2017	KNDJN2A25H7886384	KIA	SOUL	BLACK	BLACK	MANHEIM	smart motive	33,304	33,199	\$16,375.00
1/29/21	2014	1G1RE6E41EU166723	CHEVROLET	VOLT	GRAY	BLACK	NORWALK	jackson motors	9,993	9,483	\$27,480.00
1/29/2021	2020	5N1A72M0TLC800095	NISSAN	ROGUE	BLACK	GRAY	THE AUTO	IMPERIAL VALLEY CHEVY	26,417	26,278	\$19,175.00
1/29/21	2018	1CG5H8EA91J283648	CHEVROLET	COLORADO	GRAY	GRAY	NORWALK	jackson motors	26,704	26,704	\$39,925.00
1/29/21	2019	3M1A87A65K230521	NISSAN	SENTRA	GRAY	BLACK	AUTO XL	GARDENA NISSAN	26,704	26,646	\$19,155.00
1/29/21	2019	1C4HXDN5K6682940	JEEP	WRANGLER UNLIMITED	GRAY	BLACK	NORWALK	Jackson motors	39,290	39,259	\$22,150.00
1/29/21	2019	3WVE578UKM071024	VOLKSWAGON	JETTA	RED	BLACK	NORWALK	GLENDALE NISSAN ??			\$21,625.00
1/31/21	2019	KNPJD3A3XK7910571	KIA	SOUL	GREEN	BLACK	NORWALK				\$21,625.00

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2/4/22	2015	VOLKSWAGON	GTI	RED	BLACK	MANHEIM	hello sunshine toyota	57,151	57,151	\$16,800.00
2/4/22	2020	TOYOTA	C-HR	BLACK	BLACK	NORWALK	claremont toyota	23,038	22,998	\$28,100.00
2/7/22	2020	INFINITI	Q50	SILVER	GRAY	MANHEIM		44,315	44,315	\$32,381.00
2/8/22	2016	JEEP	PATRIOT	BLACK	GRAY	NORWALK	jackson motors	16,600	56,838	\$16,600.00
	2016	TOYOTA	MIRAI	WHITE	BLACK	NORWALK	bmw riverside	29,218	29,218	\$10,275.00
	2019	GMC	CANYON	BLACK	BLACK	NORWALK	bmw riverside	30,321	30,321	\$42,650.00
	2015	CHEVROLET	CORVETTE	RED	SADDLE	MANHEIM	meridian remarketing	27,158	27,107	\$42,648.00
	2016	FORD	F-150	GRAY	BLACK	NORWALK		46,398	46,398	\$27,775.00
	2017	KIA	SOUL	SILVER	BLACK	AUTO XL	lecus of valencia	27,119	27,119	\$19,410.00
	2004	SAAB	9-3	GREEN	BLACK	NORWALK	AUTOBAHN INTERNAL			\$2,425.00
	2020	NISSAN	FRONTIER	GRAY	GRAY	NORWALK		18,810	18,806	\$41,805.00
	2019	ACURA	TL	SILVER	BLACK	MAJOR LEAGUE		57,702	57,702	\$29,041.00
	2016	MAZDA	CX5	GRAY	BLACK	NORWALK	jackson motors	46,293	46,161	\$22,800.00
	2016	CADILLAC	ESCALADE ESV	BLACK	BLACK	MANHEIM	smart motive	67,332	67,332	\$41,796.00
	2020	FORD	EXPLORER	WHITE	BLACK	AUTO XL	IMPERIAL VALLEY CHEVY	9,427	9,345	\$45,596.00
	2017	TOYOTA	COROLLA	GRAY	GRAY	NORWALK	chula vista kia	62,166	61,999	\$17,100.00
	2019	HONDA	RIDGELINE	WHITE	GRAY	MAJOR LEAGUE	smart motive	11,522	11,522	\$37,745.00
	2020	CHEVROLET	TAHOE	SILVER	BLACK	NORWALK	jackson motors	48,911	48,755	\$53,005.00
	2016	MERCEDES BENZ	GLE350	RED	BLACK	NORWALK	jackson motors	50,204	50,204	\$31,375.00
	2018	KIA	SOUL	GRAY	BLACK	NORWALK	jackson motors	83,666	84,468	\$14,600.00
	2016	DODGE	JOURNEY	WHITE	BLACK	NORWALK	jackson motors	63,465	43,373	\$17,600.00
	2018	HYUNDAI	TUCSON	BLACK	GRAY	NORWALK	bb auto llc	29,812	29,780	\$23,200.00
	2019	HONDA	ODYSSEY	WHITE	TAN	NORWALK	claremont toyota	40,545	40,472	\$43,400.00
	2020	TOYOTA	RAV4	GRAY	BLACK	NORWALK	jackson motors	20,652	20,634	\$31,675.00
	2019	BMW	X7	BLACK	SADDLE	MANHEIM	4x4 motors	34,118	34,118	\$74,103.00
	2019	BMW	330i	WHITE	BLACK	NORWALK	bmw riverside	25,102	25,102	\$36,420.00
	2014	MINI	COOPER S COUNTRYMAN ALL4	BLACK	BLACK	NORWALK	smart motive	70,275	70,268	\$15,125.00
	2019	BMW	440i	BLACK	BLACK	NORWALK	bmw riverside	17,327	17,327	\$40,875.00
	2016	FORD	MUSTANG	CHARCOAL	BLACK	MANHEIM	meridian remarketing	41,660	40,422	\$28,855.00
	2019	HYUNDAI	ELANTRA	BLACK	GRAY	NORWALK	jackson motors	46,149	46,115	\$19,745.00
	2017	FORD	F-150	RED	GRAY	AUTO XL		25,038	24,478	\$35,480.00
	2017	GENESIS	G80	BLACK	BLACK	NORWALK	jackson motors	71,927	71,763	\$25,625.00
	2017	JEEP	WRANGLER UNLIMITED	BLACK	BLACK	NORWALK	bb auto llc	42,874	42,600	\$38,125.00
	2018	AUDI	A420T	BLACK	BLACK	NORWALK		56,095	55,896	\$28,225.00
	2022/22	TOYOTA	CAMRY	GRAY	BLACK	DEALER READY	WESTERN FLEET	51,221	50,948	\$25,960.00
	2022/22	CHEVROLET	CRUZE	GRAY	GRAY	NORWALK	jackson motors	79,558	79,558	\$14,675.00
	2022/22	HYUNDAI	TUCSON	SILVER	GRAY	NORWALK	bmw riverside	88,515	88,437	\$16,975.00
	2022/22	TOYOTA	CAMRY	SILVER	BLACK	NORWALK	smart motive	75,206	74,758	\$22,875.00
	2022/22	FORD	C-MAX	GRAY	GRAY	NORWALK	smart motive	57,624	57,388	\$18,265.00
	2022/22	TOYOTA	4 RUNNER	RED	BLACK	DEALER READY	smart motive	65,073	64,988	\$34,919.00
	2015	GMC	YUKON XL	WHITE	BLACK	MANHEIM	jackson motors	108,973	108,973	\$30,465.00
	2021	VOLVO	S60	BLACK	GRAY	NORWALK	bb auto llc	20,247	20,222	\$36,100.00
	2018	TOYOTA	RAV4	GRAY	GRAY	NORWALK	smart motive	28,897	28,600	\$27,875.00
	2019	KIA	RIO	GRAY	BLACK	NORWALK	jackson motors	65,283	65,225	\$15,125.00
	2017	HYUNDAI	SANTA FE	BLACK	BLACK	NORWALK	SMART MOTIVE	71,594	71,594	\$19,875.00
	2019	HYUNDAI	ELANTRA	GRAY	GRAY	NORWALK	claremont toyota	21,140	21,137	\$38,100.00
	2020	FORD	ECO	BLACK	GRAY	NORWALK	jackson motors	87,953	87,755	\$15,625.00
	2020	HYUNDAI	TUCSON	BLUE	BLACK	HERTZ	CAIFORNIA FLEET	29,306	29,293	\$22,154.00
	2020	JEEP	WRANGLER UNLIMITED	GRAY	BLACK	AUTO XL		27,511	21,786	\$26,480.00
	2018	FORD	EXPLORER	WHITE	BLACK	NORWALK	jackson motors	79,583	79,583	\$30,400.00
	2018	HONDA	CR-V	SILVER	TAN	MANHEIM	ENTERPRISE FLEET	55,852	55,832	\$30,355.00
	2020	HONDA	CR-V	CHARCOAL	GRAY	IMPERIAL CHEV	IMPERIAL CHEV	28,100	28,000	\$28,480.00
	2020	HONDA	CR-V	BROWN	GRAY	NORWALK	CAPSTRANO VALLEY	26,614	26,614	\$31,560.00
	2019	FORD	F401	GRAY	TAN	DEALER READY	LODI TOYOTA	30,520	30,508	\$34,189.00
	2019	HONDA	EXPLORER	GRAY	BLACK	NORWALK	bmw riverside	22,803	20,953	\$43,875.00
	2019	HONDA	EXPLORER	GRAY	BLACK	HARPER MOTORS	harper motors	27,665	26,992	\$41,245.00
	2016	JEEP	WRANGLER	GREEN	BLACK	NORWALK	jackson motors	26,949	26,691	\$30,375.00
	2020	MERCEDES BENZ	GLS 450	WHITE	BLACK	MANHEIM	smart motive	23,270	23,245	\$85,008.00
	2018	MERCEDES BENZ	GL 450	GRAY	BLACK	MANHEIM	BMW OF MONTEREY	2,813	2,028	\$75,873.00
	2018	JEEP	COMPASS	BLACK	BLACK	CHINO HILLS	CHINO HILLS FORD	69,468	69,199	\$23,573.00
	2015	FORD	ESCAPE	BLACK	BLACK	NORWALK	jackson motors	82,895	82,409	\$13,600.00
	2019	VOLVO	S60	BLACK	BLACK	NORWALK	bb auto llc	21,160	21,153	\$31,700.00
	2018	HYUNDAI	TUCSON	WHITE	GRAY	AUTO XL	IMPERIAL VALLEY CHEVY	34,576	34,142	\$23,480.00

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3/1/22	KNAE55LC46016742	2018	KIA	STINGER	BLACK	RED	MANHEIM	TOWBIN DODGE	24,395	24,931	\$38,157.00
3/1/22	KMHGN41E7U051588	2015	HYUNDAI	GENESIS	GRAY	BLACK	NORWALK	jackson motors	90,436	90,291	\$18,600.00
3/1/22	5TDV3D3C1KS387478	2019	TOYOTA	SIENNA	WHITE	GRAY	NORWALK	claremont toyota	13,811	13,697	\$42,925.00
3/3/22	KMHHT6K03GUJ336284	2016	HYUNDAI	GENESIS COUPE	SILVER	BLACK	NORWALK	jackson motors	75,292	5,247	\$19,850.00
3/3/22	1GN5CCK5K9R220909	2019	CHEVROLET	TAHOE	GRAY	BLACK	NORWALK	bb auto llc	22,830	22,110	\$68,600.00
3/3/22	WAUC4ADF58AJ014555	2018	AUDI	S5	GRAY	BLACK	NORWALK	jackson motors	69,622	69,202	\$39,600.00
3/3/22	58ABZ21B13KU040342	2019	LEXUS	ES350	GRAY	BLACK	CPN KAR	CPN KAR DOGS AUTO	16,187	15,680	\$41,239.00
3/3/22	518YD4H501027795	2018	ACURA	MDX	BROWN	BROWN	MAJOR LEAGUE	harper motors	22,850	22,471	\$40,000.00
3/3/22	WA1LLHAF76KD018377	2019	AUDI	Q7	SILVER	BLACK	NORWALK	bmw riverside	21,002	21,000	\$50,850.00
3/3/22	WB8A7E2C50K8217121	2019	BMW	740i	BLUE	BLACK	NORWALK	bb auto llc	32,448	31,835	\$53,875.00
3/4/22	5TDDZ3D3C1S235763	2020	TOYOTA	SIENNA	GRAY	GRAY	MANHEIM	claremont toyota	51,429	51,429	\$41,810.00
3/4/22	XUJXK0C500Y01162	2020	BMW	X5 XDRIVE 35i	BLACK	BLACK	NORWALK	claremont toyota	1,422	1,410	\$45,270.00
3/4/22	4T1FZ1FB0L0407472	2020	TOYOTA	AVALON	WHITE	BLACK	NORWALK	bmw riverside	36,924	36,877	\$41,470.00
3/4/22	WB8A13AR08MCF55254	2021	BMW	440i	GRAY	BLACK	NORWALK	bmw riverside	8,351	7,709	\$64,300.00
3/4/22	51D8Y5G14K5171511	2019	TOYOTA	SEQUOIA	GRAY	BLACK	NORWALK	claremont toyota	42,072	41,871	\$57,875.00
3/7/22	WAUENCF56J074348	2018	AUDI	A5	BLACK	BLACK	NORWALK	bmw riverside	20,191	18,842	\$40,695.00
3/4/22	WDC0G5E5B5KF547102	2019	MERCEDES BENZ	GLC 350E	SILVER	BLACK	NORWALK	bmw riverside	44,071	44,070	\$36,425.00
3/4/22	5FN9F5H8XLB019426	2020	HONDA	PILOT	GRAY	BLACK	AUTO XL	MOUNTAIN VIEW CHEVY	34,100	33,141	\$41,961.00
3/4/22	4IGDF7DE7G6711728	2016	MERCEDES BENZ	GL550 AMATIC	BLACK	BLACK	NORWALK	CAPISTRANO VALLEY TOYOTA	73,162	73,155	\$34,785.00
3/7/22	WBXY1B3C0JEI89747	2018	BMW	X2	GRAY	BLACK	NORWALK	TEMUCULA VALLEY TOYOTA	35,971	35,871	\$29,225.00
3/7/22	WBXYJ5C33JEF76520	2018	BMW	X2	BLACK	BLACK	NORWALK	bmw riverside	22,467	22,382	\$34,425.00
3/7/22	WDD54E8B3N521747	2018	MERCEDES BENZ	CLA250	CREAM	BLACK	NORWALK	jackson motors	56,907	56,762	\$28,350.00
3/7/22	6G3F15R9W3HL306344	2017	CHEVROLET	CHEVROLET	BLACK	BLACK	NORWALK	bb auto llc	69,648	69,648	\$42,100.00
3/7/22	WDDZF41B7JA334346	2018	MERCEDES BENZ	E300	BLUE	IVORY	MANHEIM	ALM MALL OF GEORGIA	62,244	61,481	\$33,585.00
3/8/22	5TFYF5F11X231515	2018	TOYOTA	TUNDRA	WHITE	GRAY	MANHEIM	4x4 motors	65,525	45,522	\$38,990.00
3/8/22	WAUHMMA48KA057192	2019	AUDI	A420T	BLUE	TAN	NORWALK		31,976	33,375.00	
3/8/22	3WVC57BUXXM133143	2019	VOLKSWAGON	JETTA	WHITE	BLACK	MANHEIM	smart motive	28,805	28,760	\$21,500.00
3/8/22	454BSANCIK3374965	2019	SUBARU	OUTBACK	WHITE	GRAY	WESTERN FLEET	WESTERN FLEET	56,920	56,290	\$30,270.00
3/8/22	WAUENAF48AD068255	2018	AUDI	A4 2.0T QUATTRO	BLACK	BLACK	NORWALK	bb auto llc	36,659	36,501	\$34,225.00
3/8/22	5XZT3L8B6563256	2018	HYUNDAI	SANTA FE	GRAY	GRAY	NORWALK	jackson motors	55,774	55,664	\$20,875.00
3/8/22	1GN5C8K4IR256272	2018	CHEVROLET	TAHOE	BLACK	BLACK	NORWALK	claremont toyota	56,615	46,615	\$44,875.00
3/8/22	KNMAT2MTRJP559848	2018	NISSAN	ROGUE	GRAY	BLACK	NORWALK	EMPIRE NISSAN	39,620	39,615	\$23,230.00
3/8/22	1CAN1CBA1GD77736	2016	JEEP	COMPASS	RED	BLACK	NORWALK	smart motive	53,046	53,010	\$15,625.00
3/8/22	2C4RC1C67JR253210	2018	CHRYSLER	PACIFICA	WHITE	BLACK	AUTO XL	KIA OF IRVINE	44,802	44,746	\$25,755.00
3/9/22	5TDKZBFH0HS151315	2017	TOYOTA	HIGHLANDER	WHITE	BLACK	NORWALK	claremont toyota	33,920	33,875	\$20,575.00
3/9/22	5NM52CA07KH109659	2019	HYUNDAI	SANTA FE	GRAY	BLACK	NORWALK	jackson motors	57,553	57,553	\$32,825.00
3/9/22	2FMGK5C87KBA39219	2019	FORD	FLEX	WHITE	BLACK	NORWALK	smart motive	34,453	34,215	\$27,375.00
3/9/22	2T2BZMCA0KC09348	2019	LEXUS	RX 350	GRAY	GRAY	NORWALK	FRESNO LEXUS	17,211	17,808	\$33,375.00
3/9/22	1G6SRF16LN346821	2020	RAM	LONE STAR	WHITE	BLACK	NORWALK		16,753	16,753	\$46,280.00
3/9/22	2C3CD2C99LH221620	2020	DODGE	CHALLENGER	BLACK	BLACK	NORWALK		23,699	23,610	\$50,875.00
3/9/22	5N1DL0MM5JC523080	2018	INFINITI	QX60	BLUE	GRAY	MAJOR LEAGUE	LEXUS OF VALENCIA	1,681	1,603	\$69,888.00
3/10/22	5NM514A18M8B33220	2021	HYUNDAI	SANTA FE	GRAY	BLACK	ADESA	harper motors	62,183	62,129	\$30,850.00
3/10/22	5NPE24AF2KH752816	2019	HYUNDAI	SONATA	RED	GRAY	NORWALK	HYUNDAI MOTOR	79,343	79,343	\$28,500.00
3/10/22	1GYS4KKJ2GR145720	2016	CADILLAC	ESCALADE ESV	GRAY	BLACK	NORWALK		27,720	27,690	\$23,600.00
3/10/22	5NM533A06KH061603	2019	HYUNDAI	SANTA FE	WHITE	TAN	NORWALK	jackson motors	81,803	80,796	\$48,100.00
3/10/22	1FTFWJRG0HFC35649	2017	FORD	F-150	SILVER	BLACK	DEALER READY	jackson motors	27,744	27,695	\$28,275.00
3/10/22	ML32F3F7JH01811	2018	MITSUBISHI	MIRAGE	SILVER	BLACK	NORWALK	CPN KAR DOGS AUTO	58,421	57,975	\$57,750.00
3/10/22	KW85M4FH9J271948	2018	HYUNDAI	SANTA FE	SILVER	BLACK	NORWALK	smart motive	49,050	48,426	\$11,375.00
3/10/22	5TFY95F17EX160193	2014	TOYOTA	TUNDRA	GRAY	BLACK	MANHEIM	jackson motors	87,070	86,942	\$21,875.00
3/10/22	WB8AJA3C3K8389895	2019	BMW	530i	BLUE	TAN	NORWALK	smart motive	156,430	156,369	\$19,885.00
3/10/22	ZARFAEBN317588732	2018	ALFA ROMERO	GIULIA	BLUE	GRAY	NORWALK	bmw riverside	32,138	31,354	\$38,515.00
3/14/22	1FTFW1C5ZMFA33490	2021	FORD	F-150	SILVER	BLACK	NORWALK	bb auto llc	27,510	27,327	\$30,125.00
3/14/22	1C4HXDG2JW191063	2020	JEEP	WRANGLER UNLIMITED	BLACK	BLACK	NORWALK	ONTARIO JCD	13,951	13,951	\$40,805.00
3/14/22	1C4HXEN2LW123448	2020	JEEP	WRANGLER UNLIMITED	RED	BLACK	MANHEIM	claremont toyota	68,821	68,147	\$33,625.00
3/15/22	1G6RR6FG75202352	2018	DODGE	RAM	WHITE	BLACK	NORWALK	smart motive	47,384	47,384	\$45,363.00
3/15/22	JM3KFBY2K0580736	2019	MAZDA	CX5	RED	BLACK	MAJOR LEAGUE	folson lake ford	69,225	69,225	\$24,100.00
3/15/22	WB8AB9G55JNU98247	2018	BMW	330i	WHITE	BLACK	NORWALK	harper motors	37,590	37,562	\$30,500.00
3/15/22	WDD54E8B3N505780	2018	MERCEDES BENZ	CLA250	WHITE	BLACK	NORWALK	smart motive	61,999	61,900	\$26,775.00
3/15/22	1G6RR6F6M4J3S05590	2018	RAM	LONE STAR	BLACK	GRAY	MANHEIM	bb auto llc	54,804	54,804	\$26,875.00
3/16/22	WB84J1C51K8M13156	2019	BMW	430i	BLACK	BLACK	MANHEIM	smart motive	71,002	71,002	\$29,765.00
3/16/22	1G6RR6T81S200224	2018	DODGE	RAM	RED	BLACK	NORWALK	EMPIRE NISSAN	38,086	38,056	\$30,515.00
								smart motive			\$34,125.00

