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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA**

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

No. CV2016-008528

v.

**STIPULATED CONSENT JUDGMENT**

**LARMORE AUTO GLASS, LLC.**, an  
Arizona limited liability company, d/b/a/  
FREEDOM AUTO GLASS and  
O'REILLY'S AUTO GLASS,  
  
Defendants.

(Unclassified Civil)

Assigned to the Hon. James Blomo

The State of Arizona filed an amended complaint alleging that Larmore Auto Glass, LLC ("Larmore") violated the Arizona Consumer Fraud Act, Arizona Revised Statutes ("A.R.S.") § 44-1521, *et seq.*, by making and/or causing to be made telephone solicitations in violation of A.R.S. §§ 44-1278 and 44-1282. Larmore was fully advised of its right to a trial in this matter and has voluntarily waived such right. Larmore admits

1 jurisdiction of this Court and stipulates that the Court may enter the following Findings  
2 of Fact, Conclusions of Law and Judgment.

3 **FINDINGS OF FACT**

4 1. Larmore is an Arizona limited liability company that was organized in 2012.  
5 Larmore is an auto glass installation and repair business, operating out of Maricopa  
6 County and formerly operated out of Pima County, Arizona.

7 2. From 2012 through November, 2014, Larmore conducted business under the  
8 name "O'Reilly Auto Glass." From November, 2014 to the present, Larmore has operated  
9 under the tradename "Freedom Auto Glass."

10 3. Between January, 2013 and November, 2014, Larmore initiated intrastate  
11 telephone solicitations to telephone numbers belonging to Arizona consumers who had  
12 previously asked Larmore not to call their telephone numbers and without having in place  
13 the conditions to avoid liability for such solicitations, as listed in A.R.S. § 44-  
14 1278(B)(2)(a-d).

15 4. Between January, 2013 and November, 2014, Larmore initiated intrastate  
16 telephone solicitations to telephone numbers belonging to Arizona consumers when such  
17 telephone number were registered on the Federal Trade Commission's Do-Not-Call  
18 Registry when Larmore was not authorized or permitted to make such solicitations.

19 5. Between April 27, 2015 and June 26, 2015, Larmore, through a third party  
20 telephone solicitor, Easy Pitch Marketing, initiated interstate telephone solicitations to  
21 telephone numbers belonging to Arizona consumers who had previously asked Larmore  
22 not to call their telephone numbers and without having in place the conditions to avoid  
23 liability for such solicitations, as listed in A.R.S. § 44-1278(B)(2)(a-d).

24 6. Between April 27, 2015 and June 26, 2015, Larmore, through a third-party  
25 telephone solicitor, Easy Pitch Marketing, initiated interstate telephone solicitations to  
26 telephone numbers belonging to Arizona consumers when such telephone number were

1 registered on the Federal Trade Commission's Do-Not-Call Registry when Larmore was  
2 not authorized or permitted to make such solicitations.

3 7. Between April 27, 2015 and June 26, 2015, Larmore, through a third-party  
4 telephone solicitor, Easy Pitch Marketing, initiated interstate telephone solicitations using  
5 an artificial or prerecorded voice to deliver a sales message to Arizona customers.

6 8. Easy Pitch Marketing is an independent entity with offices in Hollywood,  
7 Florida; Cali, Columbia; San Juan, Puerto Rico; and Mexico City, Mexico who provides  
8 telemarketing solicitations to Arizona from those locations.

9 9. Larmore contends that, since June, 2015 to the present, that it has not,  
10 directly or through a third party telephone solicitor, initiated telephone solicitations to  
11 telephone numbers belonging to Arizona consumers, either by intrastate or interstate  
12 means.

### 13 CONCLUSIONS OF LAW

14 10. Larmore's actions described in paragraph three above violate A.R.S. § 44-  
15 1278(B)(2), which are *per se* unlawful practices under the Arizona Consumer Fraud Act,  
16 pursuant to A.R.S. § 44-1278(C).

17 11. Larmore's actions described in paragraph four above violate A.R.S. § 44-  
18 1278(B)(4), which are *per se* unlawful practices under the Arizona Consumer Fraud Act,  
19 pursuant to A.R.S. § 44-1278(C).

### 20 ORDER

21 NOW THEREFORE, it is ordered, adjudged and decreed that:

22 1. Larmore and any person acting on behalf of or in concert with it, as well as  
23 Larmore's officers, agents, servants, employees, and those persons in active concert or  
24 participation with them who receive actual notice of this order:

25 A. Shall not engage in any telephone solicitation as defined in A.R.S. §  
26 44-1271 *et seq.* of any Arizona consumer, directly or through any third party, in any

1 manner for six years from the entry this judgment, except that Larmore may  
2 contact its own existing customers telephonically during this period for customer  
3 service and to solicit those customers for future business if those customers have  
4 not and do not request that Larmore not call them for solicitation purposes;

5 B. Shall comply with the Arizona Consumer Fraud Act, A.R.S. § 44-  
6 1521 *et seq.*, as currently written and as it may be amended for six years from the  
7 entry of this judgment.

8 2. Larmore agrees that the facts alleged in the Complaint filed in this action  
9 shall be taken as true without further proof in any bankruptcy case or subsequent civil  
10 litigation pursued by the State to enforce its rights to any payment or money judgment  
11 owed pursuant to this Consent Judgment, including but not limited to, a  
12 nondischargeability complaint in any bankruptcy case. Larmore stipulates and agrees that  
13 the facts alleged in the Complaint establish all elements necessary to sustain an action by  
14 the State pursuant to 11 U.S.C. § 523(a)(2)(A), and that this Order shall have collateral  
15 estoppel effect for such purposes.

16 3. Larmore shall pay to the Office of the Attorney General the amount of one  
17 hundred thousand dollars (\$100,000.00) in civil penalties (the "Civil Penalty Award").  
18 The Civil Penalty Award shall be deposited into the Consumer Protection – Consumer  
19 Fraud Revolving Fund pursuant to A.R.S. § 44-1531.01 and used for the purposes set  
20 forth therein.

21 4. Larmore shall pay to the Attorney General's Office ten thousand dollars  
22 (\$10,000.00) as the State's costs and fees (the "Costs and Fees Award"), and said amount  
23 shall be deposited by the Attorney General into the consumer protection–consumer fraud  
24 revolving fund in accordance with A.R.S. § 44-1531.01 and used for the purposes  
25 specified therein.

26 5. Fifty thousand dollars (\$50,000) of the Civil Penalty Award described in ¶ 3

1 of this Order shall be suspended unless and until the injunctive provisions of ¶ 1 of this  
2 Order are violated at which time the full Civil Penalty Award, minus any amounts already  
3 paid, shall be due and owing with interest accruing thereon at the rate of ten percent  
4 (10%) per annum for the full amount owing as of that date.

5 6. The payments required herein shall be paid in the form of a cashier's  
6 checks or money orders made payable to the Arizona Attorney General's Office and  
7 shall be paid, in monthly increments of ten thousand dollars (\$10,000.00) each, applied  
8 first to the Civil Penalty Award and then to the Costs and Fees Award. Each payment is  
9 to be delivered, or mailed and postmarked, to the Attorney General's office, 1275 West  
10 Washington Street, Phoenix, AZ 85007, on or before the 1st day of each month,  
11 beginning December 1, 2016. Failure to make a payment within fourteen (14) days of  
12 the date due is a default, and the entire unpaid balance including any suspended  
13 amounts, plus interest at a rate of ten percent (10%) from the date of the entry of this  
14 Assurance of Discontinuance and costs of collection, less any amount previously paid,  
15 shall be accelerated and shall become due and owing.

16 7. Cynthia Larmore, managing member of Larmore Auto Glass, LLC  
17 personally guarantees the full amount of all payments ordered herein, as indicated on the  
18 guaranty agreement which is attached to this Consent Judgment as Exhibit A and is  
19 incorporated herein by reference. In the event of a default by Larmore Auto Glass, the  
20 State of Arizona may file an action to collect from Cynthia Larmore on any amount that  
21 remains unpaid.

22 8. Neither Larmore nor its members shall represent or imply that the Attorney  
23 General, the State of Arizona, or any agency thereof, has approved any of Larmore's  
24 actions or its past, present or future business practices, and Larmore is enjoined from  
25 directly or indirectly representing anything to the contrary.

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9. Notwithstanding the foregoing, for the next six years, the State may institute an action or proceeding to enforce the terms and provisions of this Consent Judgment and may, during that six years or thereafter, take action based on future conduct by Larmore.

10. This Consent Judgment is entered as a result of a compromise and a settlement agreement between the parties. Only the parties to this action may seek enforcement of this Consent Judgment. Nothing herein is intended to create a private right of action by other parties.

11. This Consent Judgment shall not limit the rights of any private party to pursue any remedies allowed by law.

12. Nothing in this agreement shall be construed so as to prevent any enforcement action against or limit the liability of any third-party contractor of Larmore Auto Glass, LLC.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Judge of the Superior Court