

STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
JOHN O. PASTORE CENTER, BLDG 68-1
1511 PONTIAC AVENUE
CRANSTON, RHODE ISLAND 02920

IN THE MATTER OF

DOUGLAS AVENUE, LLC
D'AGOSTINO'S AUTO SALES &
SALVAGE, INC., AND ELIAS AYOUB

DBR NO. 21AS001

RESPONDENTS.

AMENDMENT TO CONSENT AGREEMENT

Reference is made to the Consent Agreement dated August 19, 2021, (the "Consent Agreement") entered into by and between the Department of Business Regulation ("Department" or "DBR") and Douglas Avenue, LLC ("Douglas" and/or the "LLC"), D'Agostino's Auto Sales & Salvage, Inc. ("D'Agostino's" and/or the "Corporation") and Elias Ayoub ("Mr. Ayoub" and, together with Douglas and D'Agostino's, collectively the "Respondents"). All capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in the Consent Agreement.

WHEREAS, Respondents have provided deliverables and complied to the satisfaction of the Department with the other "Conditions for Lifting Administrative Suspension" in accordance with ¶¶ 9 and 10 of the Consent Agreement.

WHEREAS, Respondents have requested that the Department lift the Administrative Suspension.

WHEREAS, Respondents have also requested that the Department permit Respondents to employ Carlo Fakhri ("Mr. Fakhri") because (a) Respondents are in need of qualified personnel to work at the licensed businesses, and (b) Mr. Fakhri's previous association with the licensed businesses uniquely qualifies him to provide the support necessary to the continued viability of the businesses.

WHEREAS, Respondents and the Department acknowledge that Mr. Fakhri is the defendant in the matter of a pending criminal Indictment in the District of Rhode Island (Case #1:21-cr-00015-WES-LDA) (the "Federal Proceeding"), in which he is charged with various violations of federal export laws and regulations related to the export from the United States of certain motor vehicles during the period February 17 to March 24, 2016.

WHEREAS, the Department is agreeable to such request subject to certain terms and conditions.

NOW, THEREFORE, the Department and Respondents hereby agree as follows:

1. Administrative Suspension Lifted. The "Administrative Suspension" is lifted in accordance with ¶¶ 9 and 10 of the Consent Agreement.

2. Renewal Application. Respondents have provided the Department a complete renewal application, including payment of the license fee, for renewal of the Auto Body License; upon execution of this Amendment, the Department will issue the renewal license which will have an expiration date of December 12, 2024. At the time of the Consent Agreement, the Salvage Yard license had recently been renewed; it currently has an expiration date of June 30, 2025.

3. Confirmation of Disposition: Employment Conditions. Respondents may employ Mr. Fakhri for the licensed businesses provided he is able to resolve the Federal Proceeding without a felony conviction ("Federal Disposition") and subject further to the conditions set forth in this Agreement. Respondents shall provide the Department with written confirmation of the Federal Disposition. Mr. Fakhri's employment is also conditioned upon (a) Mr. Fakhri complying with all terms and conditions of the Federal Disposition, (b) Mr. Ayoub directly supervising Mr. Fakhri's employment, and (c) Respondents complying with all terms of this Amendment.

4. Required Reporting. In the event Mr. Fakhri (a) fails to comply with any of the terms or conditions of the Federal Disposition, or (b) is hereafter arrested, charged or convicted of any criminal felony involving dishonesty, breach of trust, forgery, embezzlement, obtaining money under false pretenses, bribery larceny, extortion, conspiracy to defraud, false dealing or similar offenses, Respondents shall inform the Department of same, in writing, within ten (10) business days, whereupon paragraph 3 of this Amendment permitting Mr. Fakhri to be employed by Respondents shall immediately be rescinded and the provisions of the Consent Agreement prohibiting Mr. Fakhri's ownership, affiliation, association or employment of, with or by any of the licensed companies shall be reinstated.

5. Inspections. The Department's regulatory authority to conduct random inspections and audits of the Respondent licensees shall remain in full force and effect.

6. Effect of Amendment. Except as amended hereby, all other terms of the Consent Agreement shall continue and remain in full force and effect. The parties agree that the Consent Agreement, as amended by this Amendment, represents the final determination of this matter.

7. Waiver of Hearing and Appeal. By agreeing to resolve this matter through the execution of this Amendment to the Consent Agreement, Respondent knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1, et seq.

8. Enforcement. If the Respondents fail to comply with any term or condition of the Consent Agreement, as amended by this Amendment, within any applicable time period set forth herein, the Respondents will be in violation hereunder and the Department shall be entitled to immediately take enforcement or other action in accordance with applicable law.

9. Compliance: Laws. Compliance with the terms of the Consent Agreement, as amended by this Amendment, does not relieve the Respondent of any obligation to comply with other applicable laws or regulations administered by or through the Department or any other governmental agency.

For the Department:


Signature

Date:

Donald DeFedele

Associate Director

Department of Business Regulation


4/6/2022

For the Respondents:

Signature

Date:

Elias Ayoub


Owner/Operator

Douglas Avenue, LLC

D'Agostino's Auto Sales & Salvage, Inc.

Warwick, RI

Represented by Attorney Kevin Salvaggio


4/4/2022

For Carlo Fakhri

Signature

Date:

Carlo Fakhri

*Represented by Michael J. Lepizzera, Jr., Esq.
and Anthony M. Traini, Esq.*


4-11-22