

ASBURY AUTOMOTIVE GROUP INC  
Form SC 13G/A  
February 14, 2013

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**UNITED STATES**

**SECURITIES AND EXCHANGE COMMISSION**  
**Washington, D.C. 20549**

**SCHEDULE 13G/A**

**Under the Securities Exchange Act of 1934**

**(Amendment No. 2)\***

**Asbury Automotive Group, Inc.**

(Name of Issuer)

**Common Stock**

(Title of Class of Securities)

**043436104**

(CUSIP Number)

December 31, 2012

(Date of Event Which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

☒ Rule 13d-1(b)

☐ Rule 13d-1(c)

o Rule 13d-1(d)

\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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## NAME OF REPORTING PERSONS

1 Alydar Capital, LLC

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions)

(a) ☒ (b) ☐

3 SEC USE ONLY

## 4 CITIZENSHIP OR PLACE OF ORGANIZATION

Delaware

## 5 SOLE VOTING POWER

0

## 6 SHARED VOTING POWER

0

## 7 SOLE DISPOSITIVE POWER

0

## 8 SHARED DISPOSITIVE POWER

0

9 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0

10 CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions)

o

11 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

0.00%

12 TYPE OF REPORTING PERSON (See Instructions)

IA

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## NAME OF REPORTING PERSONS

1

Alydar Partners, LLC

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See  
Instructions)

2

(a) ☒ (b) ☐

SEC USE ONLY

3

## CITIZENSHIP OR PLACE OF ORGANIZATION

4

Delaware

## SOLE VOTING POWER

5

0

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON

6

## SHARED VOTING POWER

0

## SOLE DISPOSITIVE POWER

7

WITH

0

## SHARED DISPOSITIVE POWER

8

0

9

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0

10

CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions)

o

11

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

0.00%

12

TYPE OF REPORTING PERSON (See Instructions)

IA

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## NAME OF REPORTING PERSONS

1

John A. Murphy

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See  
Instructions)

2

(a) ☒ (b) ☐

SEC USE ONLY

3

## CITIZENSHIP OR PLACE OF ORGANIZATION

4

United States

## SOLE VOTING POWER

5

0

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON

6

## SHARED VOTING POWER

0

## SOLE DISPOSITIVE POWER

7

WITH

0

## SHARED DISPOSITIVE POWER

8

0

9

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

0

10

CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions)

o

11

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

0.00%

12

TYPE OF REPORTING PERSON (See Instructions)

HC, IN

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**Item 1. (a) Name of Issuer:**

Asbury Automotive Group, Inc.

**(b) Address of Issuer's Principal Executive Offices:**

2905 Premiere Parkway NW, Suite 300

Duluth, Georgia 30097

**Item 2.**

**(a) Name of Person Filing:**

John A. Murphy, an individual, is managing member of Alydar Capital, LLC and Alydar Partners, LLC, both Delaware limited liability companies. <sup>1</sup>

**(b) Address of Principal Business Office, or, if none, Residence:**

222 Berkeley Street, 17th Floor

Boston, Massachusetts 02116

**(c) Citizenship:**

Alydar Capital, LLC: Delaware

Alydar Partners, LLC: Delaware

John A. Murphy: United States

**(d) Title of Class of Securities:**

Common Stock

**(e) CUSIP Number:**

043436104

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<sup>1</sup> John A. Murphy disclaims beneficial ownership of the securities.

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**Item 3. If this statement is filed pursuant to §§240.13d-1(b) or 240.13d-2(b) or (c), check whether the person filing is a:**

- (a) ☐ Broker or dealer registered under section 15 of the Act (15 U.S.C. 78o).
  - (b) ☐ Bank as defined in section 3(a)(6) of the Act (15 U.S.C. 78c).
  - (c) ☐ Insurance company as defined in section 3(a)(19) of the Act (15 U.S.C. 78c).
  - (d) ☐ Investment company registered under section 8 of the Investment Company Act of 1940 (15 U.S.C. 80a-8).
  - (e) ☒ An investment adviser in accordance with §240.13d-1(b)(1)(ii)(E).
  - (f) ☐ An employee benefit plan or endowment fund in accordance with §240.13d-1(b)(1)(ii)(F).
  - (g) ☒ A parent holding company or control person in accordance with §240.13d-1(b)(1)(ii)(G).
  - (h) ☐ A savings associations as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813).
  - (i) ☐ A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3).
  - (j) ☐ A non-U.S. institution in accordance with §240.13d-1(b)(1)(ii)(J).
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**Item 4. Ownership**

Provide the following information regarding the aggregate number and percentage of the class of securities of the issuer identified in Item 1.

**(a) Amount beneficially owned:**

Alydar Capital, LLC: 0 shares

Alydar Partners, LLC: 0 shares

John A. Murphy<sup>2</sup>: 0 shares

**(b) Percent of class:**

0.00%

**(c) Number of shares as to which the person has:**

(i) Sole power to vote or to direct the vote: 0

(ii) Shared power to vote or to direct the vote: 0

(iii) Sole power to dispose or to direct the disposition of: 0

(iv) Shared power to dispose or to direct the disposition of: 0

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<sup>2</sup> John A. Murphy disclaims beneficial ownership in the securities.

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**Item 5. Ownership of Five Percent or Less of a Class**

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than 5 percent of the class of securities, check the following x.

**Item 6. Ownership of More Than Five Percent on Behalf of Another Person**

Not Applicable

**Item 7. Identification and Classification of the Subsidiary which Acquired the Security Being Reported on by the Parent Holding Company or Control Person**

Not Applicable

**Item 8. Identification and Classification of Members of the Group**

Not Applicable

**Item 9. Notice of Dissolution of Group**

Not Applicable

**Item 10. Certification**

By signing below I certify that, to the best of my knowledge and belief, the securities referred to above were acquired and are held in the ordinary course of business and were not acquired and are not held for the purpose of or with the effect of changing or influencing the control of the issuer of the securities and were not acquired and are not held in connection with or as a participant in any transaction having that purpose or effect



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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: February 14, 2013

Alydar Capital, LLC

By: Paul J. Pitts

/s/ Paul J. Pitts

Name: Paul J. Pitts

Title: Attorney-in-Fact for John A. Murphy, its Manager

Alydar Partners, LLC

By: Paul J. Pitts

/s/ Paul J. Pitts

Name: Paul J. Pitts

Title: Attorney-in-Fact for John A. Murphy, its Manager

John A. Murphy

/s/ Paul J. Pitts

Title: Attorney-in-Fact for John A. Murphy

e executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document. (h) Section Headings. The section headings are for the convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the Parties. (i) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. (j) Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEVADA (WITHOUT GIVING EFFECT TO ANY CONFLICTS OR CHOICE OF LAWS PROVISIONS WHICH WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION). (k) Waiver Of Jury Trial. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS

AGREEMENT, ANY OF THE TRANSACTION DOCUMENTS, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. (l) Fees and Expenses. Seller agrees to pay all reasonable expenses incurred by the Parties in connection with this Agreement, the Transaction Documents, and the Transactions contemplated hereby. In any action to enforce the terms of this Agreement and/or the Transaction Documents, the successful party shall be entitled to recover its reasonable attorneys' fees, costs and expenses from the party that refused or failed to perform. (m) Further Assurances. The Parties agree to use their reasonable efforts to take, or cause to be taken, all further actions as shall be necessary to make effective and consummate the transactions contemplated by this Agreement and Transaction Documents. At any time that any Party hereto is in breach of any representation, warranty, covenant or agreement in this Agreement or any of the other Transaction Documents, such Party shall inform the other Parties of such breach, and shall take all actions necessary to mitigate the adverse effects of such breach; provided, that in no event will disclosure of a breach relieve the breaching party from any of its obligations or affect the rights of any other Party hereto. (n) Construction. The Parties have participated jointly in the negotiation drafting of this Agreement. Any event in ambiguity or question of intent or interpretation arises, this Agreement shall be constructed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to referred to all rules and regulations promulgated thereunder, unless the context otherwise requires. The word "including" shall mean "including without limitation." (o) Incorporation Of Exhibits And Schedules. The exhibits and schedules identified in this Agreement are incorporated herein by reference and made a part hereof. [The immediately following page contains the signatures of the parties.] IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the day and year first above written. ALPHACOM, INC. By: ----- ROBERT SNYDER President BUCKTV.COM, INC. By: ----- LARRY E. HUNTER President