

FILED  
12/13/2010 4:00 pm  
MICHAEL K. JEANES, Clerk  
By D. Glab  
D. Glab, Deputy  
CERTIFIED COPY

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

10 STATE OF ARIZONA, ex rel. TERRY  
GODDARD, Attorney General,

11 Plaintiff,

12 -vs-

13 ALLSTAR MOVING & STORAGE, INC.,  
14 d/b/a ALLWAYS MOVING & STORAGE  
and MOVERS & A TRUCK, an Arizona  
15 corporation; MOHAMED S. ELSAYED and  
JANE DOE ELSAYED, husband and wife;  
16 and AMRU ABDULLA and AMANI ADAM,  
husband and wife,

17 Defendants.  
18

Case No: CV2010-013314

**CONSENT JUDGMENT**

(Assigned to Hon. Richard Gama)

19 The State of Arizona, having filed a complaint alleging violations of the Arizona  
20 Consumer Fraud Act, Arizona Revised Statutes ("A.R.S.") § 44-1521, *et seq.*, and the  
21 Defendants Allstar Moving & Storage, Inc., Mohamed Elsayed, Jane Doe Elsayed, Amru  
22 Abdalla, and Amani Adam, having waived service of the complaint and having been fully  
23 advised of the right to a trial in this matter and having waived the same, admit that this Court has  
24 jurisdiction over the subject matter and the parties for purposes of entry of this Consent  
25 Judgment and acknowledge that this Court retains jurisdiction for the purpose of enforcing this  
26

1 Consent Judgment.

2 The Defendants have agreed to a voluntary compromise of disputed claims, and the State  
3 of Arizona and the Defendants have agreed on a basis for the settlement of these matters in  
4 dispute.

5 The Defendants deny the State's claims in its complaint that they violated the Arizona  
6 Consumer Fraud Act. This Consent Judgment does not constitute an admission by the  
7 Defendants for any purpose of any violation of any state law, rule or regulation nor does this  
8 Consent Judgment constitute evidence of any liability of the Defendants. This Consent  
9 Judgment is made without trial or adjudication of any issues of fact or law or finding of liability  
10 of any kind.

11 **PARTIES**

12 1. The Plaintiff is the State of Arizona, ex rel. Terry Goddard, Attorney General,  
13 who is authorized to bring this action under the Arizona Consumer Fraud Act, A.R.S. § 44-  
14 1521, *et seq.*

15 2. Defendant Allstar Moving & Storage, Inc. ("Allstar") is an Arizona corporation  
16 based in Chandler, Arizona that advertises and provides moving and storage services to Arizona  
17 consumers under the names Allways Moving & Storage and Movers & a Truck.

18 3. Defendant Mohamed Elsayed is the sole shareholder and statutory agent of Allstar.

19 4. Defendant Amru Adballa is the general manager of Allstar and has been so since  
20 approximately 2001.

21 **ORDER**

22 5. This terms of this Order apply to Allstar Moving & Storage, Inc., Mohamed  
23 Elsayed, and Amru Abdalla individually, and to any entity controlled by the Defendants,  
24 collectively or individually, any successor entity or entities, whether by acquisition, merger or  
25 otherwise, to the extent they are operating a moving and/or storage business in Arizona, and to  
26 any such entity's current and future principals, officers and directors, assigns and successors,

1 managerial or supervisory employees, and to any other employees or agents having  
2 responsibilities with respect to the subject matter of this Order, but not in any individual  
3 capacity.

4 6. The Defendants shall comply with the Arizona Consumer Fraud Act, A.R.S. § 44-  
5 1521 *et seq.*, as it is currently written, and as it may be amended.

6 7. The Defendants shall not advertise any specific price for their products or services  
7 without clearly and conspicuously disclosing, in close proximity to the advertised price, the fact  
8 that additional charges will apply to the advertised price, unless no additional charges or taxes  
9 will be added to the advertised price under any circumstances.

10 8. The Defendants shall not represent to consumers that that they use “experienced”  
11 employees or agents to provide moving services unless such employees or agents have  
12 professional moving experience obtained prior to working for the Defendants that can be  
13 substantiated.

14 9. The Defendants shall not represent that they are bonded unless such representation  
15 is true and can be substantiated.

16 10. The Defendants shall not represent that they are insured unless, as a part of any  
17 hourly rate paid by consumers for moving and storage services, consumers will be provided full  
18 reimbursement from a third-party insurer of the Defendants for damage incurred as a result of  
19 the Defendants’ actions in providing moving and/or storage services to consumers.

20 11. The Defendants shall not charge consumers a sales or other tax on any of its  
21 products or services unless such tax is assessed against the Defendants by a lawful taxing  
22 authority and the Defendants remit all tax collected to such taxing authority.

23 12. The Defendants shall not represent that a given charge to consumers is a tax unless  
24 such charge is assessed against the Defendants by a lawful taxing authority and the Defendants  
25 remit all charges referred to as a “tax” to such taxing authority.

26 13. The Defendants shall not use language in its contracts with consumers for moving

1 and/or storage services that contradicts or limits any language used or representations made by  
2 the Defendants in their advertising for moving and/or storage services.

3 14. If the Defendants are insured by a third-party insurer, or otherwise provide any  
4 reimbursement to consumers for damages caused to their property as a result of Defendants'  
5 provision of moving and/or storage services, it shall provide consumers with written instructions  
6 on how to file a claim for reimbursement and shall state all formal requirements for such claims  
7 to be processed. The Defendants shall provide consumers the claims instructions described  
8 herein at the same time that the consumer signs his or her agreement for services with the  
9 Defendants.

10 15. Defendants shall, jointly and severally, pay the Attorney General's Office the sum  
11 of thirty-three thousand dollars (\$33,000.00) as consumer restitution, to be distributed to eligible  
12 consumers by, and as determined by, the Attorney General's Office. For purposes of this  
13 Consent Judgment, "eligible consumers" mean those consumers who filed a complaint with the  
14 Attorney General's Office before July 14, 2010 and who have not otherwise been reimbursed by  
15 the Defendants or any other person or entity for the consumer's payments to Allstar Moving &  
16 Storage, Inc. In the event that the amount of restitution ordered herein is not sufficient to fully  
17 restore eligible consumers the amounts they paid to Allstar Moving & Storage, Inc., the amount  
18 shall be distributed to them on a pro rata basis. In the event that any portion of the restitution  
19 ordered herein cannot be distributed to eligible consumers, or exceeds the amount of monies  
20 paid or owed to Allstar Moving & Storage, Inc. by eligible consumers as defined herein, the  
21 excess amount shall to be used for consumer fraud education and for investigative and  
22 enforcement operations of the consumer protection division in accordance with A.R.S. § 44-  
23 1531.01(C).

24 16. Without admitting any liability and solely to resolve this matter without the fees,  
25 expenses, and risks of any litigation, the Defendants, jointly and severally, shall pay the  
26 Attorney General's Office thirty-seven thousand dollars (\$37,000) as penalties pursuant to

1 A.R.S. § 44-1531, to be used for consumer fraud education and for investigative and  
2 enforcement operations of the consumer protection division in accordance with A.R.S. § 44-  
3 1531.01(C).

4 17. Without admitting any liability and solely to resolve this matter without the fees,  
5 expenses, and risks of any litigation, the Defendants, jointly and severally, shall pay the  
6 Attorney General's Office ten thousand dollars (\$10,000) as investigative costs and attorneys  
7 fees pursuant to A.R.S. § 44-1534, to be used for consumer fraud education and for investigative  
8 and enforcement operations of the consumer protection division in accordance with A.R.S. § 44-  
9 1531.01(C).

10 18. The payments required herein shall be due in the form of cashier's checks made  
11 payable to the Arizona Attorney General's Office and shall be deposited by the Attorney  
12 General into an interest bearing trust account as follows:

13 a. \$10,000 within fifteen (15) calendar days of the court's approval of this  
14 Consent Judgment; and

15 b. \$2,919.66 on or before the 15<sup>th</sup> day of every month thereafter for twenty-  
16 four (24) months.

17 The amounts paid by the Defendants to the Attorney General's Office shall be distributed first as  
18 restitution and thereafter as civil penalties and attorneys fees and costs.

19 19. The Defendants shall not represent or imply that the Attorney General, the State of  
20 Arizona, or any agency thereof has approved any of their actions in Arizona or has approved any  
21 of their past, present or future business practices in Arizona, and the Defendants are enjoined  
22 from directly or indirectly representing anything to the contrary.

23 20. This Court retains jurisdiction of this matter for the purposes of entertaining an  
24 application by Plaintiff, State of Arizona, for the enforcement of this judgment.

25 21. This Consent Judgment may be modified or vacated by order of this Court. After  
26 providing at least thirty (30) days written notice and after making a good faith effort to obtain

1 concurrence of the other party for the requested order to modify or vacate, which concurrence  
2 shall not be unreasonably withheld, the party seeking an order to modify or vacate may petition  
3 this Court therefore. The Court will modify or vacate this Consent Judgment upon a showing of  
4 good cause.

5 22. Before initiating any proceeding to enforce this Consent Judgment, the Attorney  
6 General shall provide at least thirty (30) days notice to the Defendants to provide them a  
7 reasonable opportunity to cure any alleged violation. Whenever possible, the parties shall seek  
8 to resolve an alleged violation of this Consent Judgment by discussion. In addition, in  
9 determining whether to enforce this Consent Judgment or to seek an order for monetary, civil  
10 contempt, or any other relief or sanction, the Attorney General shall give good faith  
11 consideration to whether the Defendants have taken corrective action designed to cause the  
12 claimed violation to be cured and to prevent future occurrences.

13 23. The State acknowledges by its execution hereof that this Consent Judgment  
14 constitutes a complete settlement of its allegations against the Defendants and it agrees that it  
15 shall not institute any additional civil action against them that is based on their alleged violations  
16 of the Arizona Consumer Fraud Act, as described in the State's Complaint.

17 24. Notwithstanding the foregoing, the State may institute an action or proceeding to  
18 enforce the terms and provisions of this Consent Judgment or to take action based on future  
19 conduct by the Defendants.

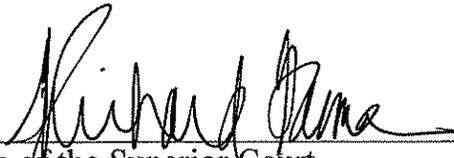
20 25. This Consent Judgment is entered as a result of a compromise and a settlement  
21 agreement between the parties. Only the parties to this action may seek enforcement of this  
22 Consent Judgment. Nothing herein is intended to create a private right of action by other parties.

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

DATED this 8 day of Dec, 2010

  
\_\_\_\_\_  
Judge of the Superior Court  
J. RICHARD GAMA

The foregoing instrument is a full, true and correct copy of the original document.

Attest December 13, 2010  
MICHAEL K. JEANES, Clerk of the Superior Court of the State of Arizona, in and for the County of Maricopa.

By Asst Deputy

1 CONSENT TO JUDGMENT

2 1. The Defendants state that no promise of any kind or nature whatsoever was made  
3 to them to induce them to enter into this Consent Judgment and that they have entered into the  
4 Consent Judgment voluntarily.

5 2. The Defendants have fully read and understood this Consent Judgment,  
6 understand the legal consequences involved in signing it, assert that this is the entire agreement  
7 of the parties, and that there are no other representations or agreements not stated in writing  
8 herein, and no force, threats, or coercion of any kind have been used to obtain their signatures.

9 3. The Defendants acknowledge that Plaintiff's, State of Arizona's, acceptance of  
10 this Consent Judgment is solely for the purpose of settling this litigation and does not preclude  
11 the Plaintiff, or any other agency or officer of this State, or subdivision thereof, from instituting  
12 other civil or criminal proceedings as may be appropriate now or in the future.

13 4. Allstar Moving & Storage, Inc. represents and warrants that the person signing  
14 below on its behalf is duly appointed and authorized to do so.

15 DATED this 28<sup>th</sup> day of September, 2010

16 Allstar Moving & Storage, Inc.

17  
18 By: Mohamed Elsayed by Amru Abdolla, attorney in fact  
19 Mohamed S. Elsayed, President

20  
21 Mohamed Elsayed by Amru Abdolla attorney in fact  
22 Mohamed S. Elsayed

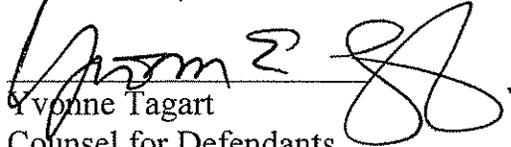
23  
24 Amru Abdolla  
25 Amru Abdullah

1 APPROVED AS TO FORM AND CONTENT:

2 TERRY GODDARD  
3 Attorney General

Yvonne E. Tagart  
Davis Miles, PLLC

4 By:   
5 Cherie L. Howe  
6 Assistant Attorney General  
7 Counsel for Plaintiff

  
Yvonne Tagart  
Counsel for Defendants

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