

Granted as Submitted

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9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF MARICOPA**

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

Case No.: CV2014-013632

12 Plaintiff,

**CONSENT JUDGMENT**

13 vs.

(Assigned to the Honorable Dawn Bergin)

14  
15 ALLSTARS MOVERS AND STORAGE  
INC., a/k/a ALLSTAR MOVING &  
16 STORAGE, INC., ALLWAYS MOVING &  
STORAGE, EASYMOVEAZ, ALLSTAR  
17 MOVING AND STORAGE, ALLSTARS  
MOVERS, MOVERS AND A TRUCK, THE  
18 MOVING AND STORAGE COMPANY;  
AMRU MOHAMED HAMDY ABDALLA,  
19 a/k/a ANDREW ABDALLA, and AMANI  
ADAM, husband and wife; EMAD  
20 MOHAMED HAMDY ABDALLA and  
ALIAA MAHMOUD ALI ADAM, husband  
21 and wife,

22 Defendants.

23 Plaintiff State of Arizona (the "State") *ex rel.* Mark Brnovich, the Attorney General,  
24 filed a lawsuit on November 4, 2014, alleging violations of the Arizona Consumer Fraud Act,  
25 Ariz. Rev. Stat. ("A.R.S.") §§ 44-1521 to 44-1534 ("Consumer Fraud Act"), against defendants  
26 Allstars Movers and Storage Inc., a/k/a Allstar Moving & Storage, Inc., Allways Moving &

1 Storage, Easymoveaz, Allstar Moving and Storage, Allstars Movers, Movers and a Truck, The  
2 Moving and Storage Company; Amru Mohamed Hamdy Abdalla, a/k/a Andrew Abdalla  
3 (“Amru Abdalla”); Amani Adam; Emad Mohamed Hamdy Abdalla (“Emad Abdalla”) and  
4 Aliaa Mahmoud Ali Adam (collectively “Defendants”).

5 On April 30, 2010, the State previously filed a lawsuit in the Maricopa County Superior  
6 Court, in Cause No. CV2010-013314 (“2010 lawsuit”), against Allstar Moving & Storage, Inc.,  
7 d/b/a Always Moving & Storage; Mohamed Elsayed and Jane Doe Elsayed; and Amru Abdalla  
8 and Amani Adam alleging violations of the Consumer Fraud Act, for conduct including, but not  
9 limited to the following: misrepresenting to consumers that they could hire the movers for a  
10 fixed hourly rate when the movers routinely added previously undisclosed fees to consumers’  
11 invoices; misrepresenting to consumers that employees were experienced when many of  
12 employees had no professional moving experience; misrepresenting that the moving company  
13 was bonded; representing to consumers that the company was insured without similarly  
14 disclosing that the company’s insured status limited the amount of reimbursement customers  
15 could receive for damaged or destroyed property to \$.60 per pound of such property unless they  
16 purchased additional insurance; and charging consumers a surcharge on their base moving  
17 charge that they deceptively referred to as a sales or other tax. The State’s 2010 lawsuit was  
18 resolved with a Consent Judgment that had an effective date of December 8, 2010 (“2010  
19 Consent Judgment”), which is attached as Exhibit 1 hereto and incorporated by reference.

20 Defendants violated the 2010 Consent Judgment. As a result, the State filed this lawsuit  
21 on November 4, 2014. This Consent Judgment resolves the State’s 2014 lawsuit.

22 After being fully advised of their right to a trial in this matter, Defendants have waived  
23 their right to trial and have admitted that this Court has jurisdiction over the subject matter and  
24 the parties for the purposes of entry and enforcement of this Consent Judgment. Defendants  
25 stipulate to this Court’s entry of the following Findings of Fact, Conclusions of Law, and  
26 Judgment.

1       **I. FINDINGS OF FACT**

2           1.       Plaintiff is the State of Arizona, *ex rel.* Mark Brnovich, the Attorney General  
3 (“the State”), who is authorized to bring this action under the Arizona Consumer Fraud Act,  
4 A.R.S. §§ 44-1521 to 44-1534.

5           2.       Defendant Allstars Movers and Storage Inc. (“Allstars”) is an Arizona  
6 corporation that, at all relevant times prior to October of 2014, was located in Chandler,  
7 Arizona. Defendants represent that they sold the business and the company is no longer  
8 operating at this time. Allstars was originally formed in 1996 as Allstar Moving & Storage,  
9 Inc. and has operated under various names including Allstar Moving & Storage, Inc., Always  
10 Moving and Storage, Easymoveaz, Allstar Moving and Storage, Allstars Movers, Movers and a  
11 Truck, and The Moving and Storage Company. Allstars Movers and Storage Inc. became  
12 incorporated in October of 2012.

13           3.       Defendant Emad Mohamed Hamdy Abdalla is the sole director, shareholder and  
14 chief executive officer of Allstars.

15           4.       Defendant Emad Abdalla’s actions alleged herein were taken in furtherance of his  
16 and defendant Aliaa Mahmoud Ali Adam’s marital community. Defendant Aliaa Mahmoud  
17 Ali Adam is named solely for any interest she may have in her marital community with  
18 defendant Emad Abdalla. Defendant Aliaa Mahmoud Ali Adam is liable and obligated to pay  
19 the amounts set forth in this Consent Judgment only to the extent of her interest in the marital  
20 community and any property attendant thereto. The marital community of defendant Emad  
21 Abdalla and defendant Aliaa Mahmoud Ali Adam shall be referred to herein as the “Emad  
22 Marital Community.” As the Director, Shareholder, and Chief Executive Officer of Allstars,  
23 defendant Emad Abdalla, with actual and/or constructive knowledge, approved, endorsed,  
24 directed, ratified, controlled or otherwise participated in the illegal acts and practices alleged  
25 herein.

26       ///

1           5. Defendant Amru Abdalla has been the owner of Allstars since approximately  
2 January of 2011, and the manager of Allstars since 2001.

3           6. As the manager of Allstars, defendant Amru Abdalla, with actual and/or  
4 constructive knowledge, approved, endorsed, directed, ratified, controlled or otherwise  
5 participated in the illegal acts and practices alleged herein.

6           7. Defendant Amru Abdalla's actions alleged herein were taken in furtherance of his  
7 and defendant Amani Adam's marital community. Defendant Amani Adam is named solely for  
8 any interest she may have in her marital community with defendant Amru Abdalla. Defendant  
9 Amani Adam is liable and obligated to pay the amounts set forth in this Consent Judgment only  
10 to the extent of her interest in the marital community and any property attendant thereto. The  
11 marital community of defendant Amru Abdalla and defendant Amani Adam shall be referred to  
12 herein as the "Amru Marital Community." When reference is made to Allstars or Defendants,  
13 the term refers to the above named corporate defendant, and to the actions of its owners,  
14 officers, managers, employees, agents, and independent contractors.

15                           Deceptive and Unfair Practices Relating to Defendants' Fees

16           1. Allstars conducts business as a packing, moving, and storage company.

17           2. Defendants advertise their services in Money Mailer coupons, Clipper coupons,  
18 and on their website, Easymoveaz.com and Moversandatruck.com.

19           3. In response to Defendants' advertisements, consumers call or email Defendants to  
20 receive an estimate for the cost of their moving and/or storage services.

21           4. During phone calls and email correspondence with prospective customers seeking  
22 estimates for the cost of Defendants' moving and/or storage services, Defendants disclose that  
23 they charge a fixed hourly rate, but they fail to disclose all of the fees that consumers are  
24 required to pay.

25           5. Even when consumers specifically ask Defendants whether they should expect  
26 any additional charges, Defendants represent that the disclosed charges are the only charges for

1 their services.

2 6. If consumers decide to hire Defendants, Defendants set up a date and time to  
3 move consumers' property.

4 7. On the day of the move, Defendants' movers arrive at the consumers' residence  
5 and present an invoice that consumers are, at times, required to sign prior to beginning their  
6 move. Consumers do not see Defendants' invoice until the day of the move.

7 8. Defendants' invoice contains several fees that Defendants do not disclose to  
8 consumers when Defendants provide moving estimates, including, but not limited to the  
9 following: shrink wrap (\$45.00), extra stop (\$49.00), big screen T.V. (\$49.00), stairs (\$49.00),  
10 pool table (\$175.00), piano (\$175.00), china cabinet (\$49.00), gun safe (over 100 lbs) (\$49.00),  
11 handling fee (\$45.00), mileage charge (\$.99 per mile), and gas fee of 22-29%.

12 9. Oftentimes, Defendants add additional fees and charges to the invoice after  
13 consumers sign the form.

14 10. Defendants also add unearned fees to their invoices, including, but not limited to,  
15 fees for work hours not performed, fees for extra movers who never appeared, fees for items  
16 Defendants never moved, and fees for mileage in excess of the distance traveled.

17 11. When consumers call Defendants' office to complain that the invoice contains  
18 additional fees that were not previously disclosed, Defendants typically refuse to assist  
19 consumers, telling them instead to handle the situation with the driver.

20 12. In some instances, consumers are obligated to pay the additional fees as they must  
21 move that day and have no choice but to use Defendants' services.

22 13. Defendants' invoice states that "FULL PAYMENT IS REQUIRED UPON  
23 REACHING THE DESTINATION [sic] ADDRESS ON THE INVOICE OR PRIOR TO  
24 UNLOADING." According to the invoice, the only accepted methods of payment are cash,  
25 cashier's check, or money order.

26 ///

1 14. Defendants charge consumers for movers' smoking and telephone breaks.  
2 Defendants increase their charges by taking more time than necessary to move consumers'  
3 belongings.

4 15. Defendants demand payment in the form of cash, cashier's check, or money order  
5 once they reach the moving destination, prior to unloading consumers' property, and before the  
6 actual cost can be calculated.

7 16. When consumers refuse to pay the invoice amount, Defendants' movers refuse to  
8 unload consumers' property from the moving truck and threaten to hold consumers' property in  
9 storage until payment is received.

10 Deceptive and Unfair Representations and Practices Relating to Damage to Consumers'  
11 Property

12 17. During phone calls and email correspondence with prospective customers,  
13 Defendants falsely represent that they are licensed, bonded, and insured.

14 18. Although Defendants represent to prospective customers that they are insured,  
15 Defendants' invoice, given to consumers on the day of their move, states, "PLEASE BE  
16 ADVISED THAT CUSTOMERS SHOULD OBTAIN ADEQUATE INSURANCE TO  
17 PROTECT HIMSELF/HERSELF FROM LOSS OR DAMAGE OF GOODS. Allstars Movers  
18 includes basic liability coverage in the cost of the move which covers the items moved for only  
19 \$.30 per pound per item. All fees must be paid in full for any claim to be considered."

20 19. Defendants require that, in order for consumers to receive any reimbursement for  
21 damaged, destroyed, and/or lost property, consumers must follow Defendants' claim procedure  
22 set forth in the invoice, which states: "1) All claims must be written by the Customer on the  
23 Invoice and Contract at the Time of the move; 2) All items Customer claims are damaged must  
24 be shown to the Mover at the time of the move, and signed by both the customer and the driver  
25 to be qualify [sic]; 3) Customer must provide information regarding the weight of any item  
26 claimed to be damaged. Customer must provide two (2) weight estimates to Allstars Movers

1 via fax or email within 15 business days of move. . . 4) Qualifying claims will be paid 10-15  
2 business days following receipt of estimates.”

3 20. Defendants damage, destroy, and/or lose consumers’ property during the course  
4 of its moving and/or storage services, but do not provide full reimbursement for damages and  
5 losses incurred as a result of the Defendants’ actions in providing moving and/or storage  
6 services to consumers.

7 21. Defendants frequently deny claims for reimbursement finding justifications to  
8 deny most consumers’ claims for reimbursement.

9 22. Defendants do not consider consumers’ claims for damages and/or losses unless  
10 consumers have paid all fees in full.

11 23. In some instances, Defendants deny claims for reimbursement because consumers  
12 fail to comply with Defendants’ requirement to write claims on the invoice. In many  
13 circumstances, consumers cannot comply with this requirement as:

- 14 a. Consumers do not have the opportunity to inspect and discover damage to their  
15 property until after Defendants’ movers leave;
- 16 b. Defendants’ movers leave without telling consumers that they are leaving and  
17 without giving consumers the opportunity to write any claims on the invoice;
- 18 c. Defendants’ movers fail to provide consumers with copies of their invoice and  
19 then claim that no damages were noted on the invoice;
- 20 d. Defendants’ movers tell the consumers that they will not unload their property  
21 from the truck if they write a claim on the invoice; and/or
- 22 e. Defendants’ movers instruct consumers to call Defendants’ office rather than  
23 instructing them to note issues on the claim form.

24 24. In some instances, Defendants deny claims for reimbursement for damages and/or  
25 losses as the consumers’ invoice is not signed by the driver; however, Defendants’ drivers  
26 forget or refuse to sign the invoices.



1 fact with intent that others rely upon such concealment, suppression or omission, in  
2 violation of paragraph 6 of the Consent Judgment.

3 b. They misrepresented to consumers that Allstars was bonded, in violation of  
4 paragraph 9 of the 2010 Consent Judgment.

5 c. They only reimbursed consumers \$.30 per pound per item for damages caused by its  
6 movers, in violation of paragraph 10 of the 2010 Consent Judgment's prohibition  
7 against representing that they were insured unless, as part of an hourly rate paid by  
8 consumers for moving and storage services, consumers would be provided full  
9 reimbursement from a third-party insurer of Defendants' for damages incurred as a  
10 result of the Defendants' actions in providing moving and/or storage services to  
11 consumers.

12 d. Their claims process has remained an illusory process because consumers are  
13 provided no real opportunity to have their claims processed, in violation of paragraph  
14 14 of the 2010 Consent Judgment, which requires Defendants to provide consumers  
15 with written instructions on how to file a claim for reimbursement and to state all  
16 formal requirements for such claims to be processed.

17 32. Pursuant to the 2010 Consent Judgment, defendant Allstars, defendant Amru  
18 Abdalla, defendant Amani Adam, and Mohamed Elsayed were jointly and severally responsible  
19 to pay (1) \$33,000.00 as consumer restitution; (2) \$37,000 as civil penalties; and (3) ten  
20 thousand dollars \$10,000 as investigative costs and attorneys' fees. Defendant Allstars,  
21 defendant Amru Abdalla, defendant Amani Adam, and Mohamed Elsayed agreed to pay these  
22 amounts in full over a twenty-four (24) month period, by January of 2013; however, they  
23 stopped making payments on January 15, 2013, and have only paid \$34,765.62 of the total  
24 judgment. Defendant Allstars, defendant Amru Abdalla, defendant Amani Adam, and  
25 Mohamed Elsayed still owe a balance of \$45,234.38, plus interest in the amount of \$18,690.93,  
26 which is a total of \$63,925.31 ("2010 Monetary Judgment").

1       **II.     CONCLUSIONS OF LAW**

2           1.     The acts of Defendants, including, without limitation, those set forth in the  
3 Findings of Fact above, constitute deceptive and unfair acts and practices, fraud, false  
4 pretenses, false promises, misrepresentations or the concealment, omission, and suppression of  
5 material facts in violation of the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to 44-1534.

6           2.     The acts of Defendants set forth in the Findings above constitute violations of the  
7 2010 Consent Judgment.

8           3.     Defendants were, at all times, acting willfully as defined by A.R.S. § 44-1522(B),  
9 while engaging in the acts and practices alleged herein.

10       **III.    Order**

11           1.     The “effective date” of this Consent Judgment means the date this Consent  
12 Judgment is signed by the Court.

13           2.     The terms of this Order apply to Defendants, any entity controlled by Defendants,  
14 any successor entity or entities, including all trade names, whether by acquisition, merger, or  
15 otherwise, and to current and future principals, officers and directors, assists and successors,  
16 managerial or supervisory employees, and to any other employees, servants, or agents, any  
17 other person or entity acting at Defendants’ direction or on their behalf, and to other persons  
18 participating in the conduct or affairs of any packing, moving, and/or storage business in which  
19 Defendants are owners or principals.

20           3.     The terms set forth in the 2010 Consent Judgment remain in effect and are  
21 incorporated herein by this reference.

22           4.     Defendants shall comply with the Consumer Fraud Act, A.R.S. §§ 44-1521 to 44-  
23 1534, as it is currently written, and as it may be amended.

24           5.     When consumers call Defendants to obtain estimates for their services,  
25 Defendants shall disclose and explain any and all fees that consumers would be obligated to  
26 pay for Defendants’ packing, moving, and/or storage services.

1           6. Defendants shall provide an oral estimate to consumers of any and all fees that  
2 they may require consumers to pay for their packing, moving, and/or storage services.

3           7. Prior to beginning any packing, moving, and/or storage services, Defendants shall  
4 email and/or mail consumers a written list of any and all fees that Defendants may require  
5 consumers to pay.

6           8. Defendants shall post a complete list of any and all fees that they may require  
7 consumers to pay for their packing, moving, and/or storage services on Defendants' website(s).

8           9. Defendants shall not charge consumers for unearned fees, including, but not  
9 limited to, fees for work hours not performed, fees for extra movers who never appeared, fees  
10 for items Defendants never moved, and fees for mileage in excess of the distance traveled.

11          10. Defendants shall not request payment or collect fees prior to completing their  
12 packing and/or moving services. Defendants shall not refuse to return a consumer's property  
13 until after they receive payment.

14          11. Defendants shall not represent that they are bonded, licensed, and/or insured  
15 unless such representation is true and can be substantiated.

16          12. Defendants shall not represent that they are insured unless Defendants include the  
17 price of insurance in their hourly rate for packing, moving, and/or storage services, and  
18 consumers are able to obtain full reimbursement from a third-party insurer of the Defendants  
19 for damages and/or losses incurred as a result of the Defendants' actions in providing packing,  
20 moving, and/or storage services.

21          13. If Defendants choose not to provide insurance for their services, they must  
22 provide notice to consumers at the time the move is scheduled and obtain signatures of all  
23 consumers on a waiver prior to beginning their move.

24          14. Should Defendants represent that they are insured or will provide reimbursement  
25 to consumers for damages caused by them, Defendants shall provide consumers with written  
26 instructions on how to file a claim for reimbursement; shall state all formal requirements for

1 such claims to be processed; shall process claims within ten (10) calendar days; and for all  
2 damages and/or losses caused by Defendants shall repair, pay the full costs of repair, or  
3 reimburse consumers for the value of lost or damaged items within fifteen (15) calendar days  
4 from the date of the claim.

5 15. Defendants shall not advertise or do business under a corporate name when such  
6 corporation does not legally exist.

7 16. For two (2) years following the date of execution of this Consent Judgment,  
8 defendant Amru Abdalla is prohibited from engaging in the business of; accepting payment for;  
9 owning; operating; holding an ownership interest, share or stock in; or serving as a manager,  
10 supervisor, officer, director, trustee, or as an employee of any business entity engaged, in whole  
11 or in part, in the business of packing, moving, and/or storage for consumers, in the State of  
12 Arizona or on behalf of any Arizona consumer. For one (1) year beginning on November 1,  
13 2014, defendant Emad Abdalla is prohibited from engaging in the business of; accepting  
14 payment for; owning; operating; holding an ownership interest, share or stock in; or serving as  
15 a manager, supervisor, officer, director, trustee, or as an employee of any business entity  
16 engaged, in whole or in part, in the business of packing, moving, and/or storage for consumers,  
17 in the State of Arizona or on behalf of any Arizona consumer.

18 **Payment Provisions**

19 17. Defendant Amru Abdalla and the Amru Marital Community are ordered to pay  
20 restitution to the State, pursuant to A.R.S. § 44-1528(A)(2), in the amount of \$38,500.00.  
21 Defendant Emad Abdalla and the Emad Marital Community are ordered to pay restitution to the  
22 State, pursuant to A.R.S. § 44-1528(A)(2), in the amount of \$38,500.00. Defendant Amru  
23 Abdalla, the Amru Marital Community, defendant Emad Abdalla, and the Emad Marital  
24 Community shall each make payments to the State in accordance with the terms set forth in  
25 paragraph 20 of this Order.

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1 a. All restitution payments ordered herein shall be deposited by the State into the  
2 consumer restitution subaccount of the interest-bearing consumer restitution and  
3 remediation revolving fund, pursuant to A.R.S. § 44-1531.02(B), and distributed  
4 to eligible consumers by the Attorney General's Office. For purposes of this  
5 Consent Judgment, "eligible consumers" include consumers who filed a  
6 complaint with the State or the Better Business Bureau between January 1, 2011  
7 and the date this Consent Judgment is submitted to the Court for its approval. In  
8 the event the amount ordered as restitution herein is not sufficient to fully restore  
9 eligible consumers, the amount shall be distributed to them on a pro rata basis.  
10 The amount of restitution due to each eligible consumer will be determined at the  
11 sole discretion of the Attorney General's Office. In the event that any portion of  
12 the restitution ordered herein cannot be distributed to eligible consumers, or  
13 exceeds the amount of restitution, such portion shall be deposited by the Attorney  
14 General's Office into the Consumer Protection – Consumer Fraud Revolving  
15 Fund as provided in A.R.S. § 44-1531.01.

16 18. Defendant Amru Abdalla and the Amru Marital Community are ordered to pay  
17 civil penalties to the State in the amount of \$71,265.62, pursuant to A.R.S. § 44-1531.  
18 Defendant Emad Abdalla and the Emad Marital Community are also ordered to pay civil  
19 penalties to the State in the amount of \$36,500.00, pursuant to A.R.S. § 44-1531. The State  
20 shall deposit all amounts paid as civil penalties into the Consumer Protection – Consumer  
21 Fraud Revolving Fund, pursuant to A.R.S. § 44-1531.01, and those funds shall be used for the  
22 purposes set forth therein. Defendant Amru Abdalla, the Amru Marital Community, defendant  
23 Emad Abdalla, and the Emad Marital Community shall each make minimum monthly payments  
24 to the State in accordance with the terms set forth in paragraph 20 of this Order.

25 a. \$25,000 of defendant Amru Abdalla and the Amru Marital Community's civil  
26 penalty award shall be deemed satisfied when they pay the civil penalty award in

1 full or when defendant Amru Abdalla and the Amru Marital Community: (a)  
2 provide to the State complete and truthful financial statements regarding current  
3 finances, the form for said financial statement has been provided to Amru  
4 Abdalla by the State, (b) make payments in accordance with and comply with all  
5 requirements set forth in paragraph 20 of this Order, and (c) comply with each of  
6 the injunctive terms contained in paragraphs 5 through 16 of this Order.

7 b. \$25,000 of defendant Emad Abdalla and the Emad Marital Community's civil  
8 penalty award shall be deemed satisfied when they pay the civil penalty award in  
9 full or when defendant Emad Abdalla and the Emad Marital Community: (a)  
10 provide to the State complete and truthful financial statements regarding current  
11 finances, the form for said financial statement has been provided to Emad  
12 Abdalla by the State, (b) make payments in accordance with and comply with all  
13 requirements set forth in paragraph 20 of this Order, and (c) comply with each of  
14 the injunctive terms contained in paragraphs 5 through 16 of this Order.

15 19. The payments provisions set forth in this Consent Judgment incorporate and  
16 supersede all outstanding monetary judgments set forth in the 2010 Consent Judgment.  
17 Defendant Amru Abdalla and the Amru Marital Community shall pay the amount owed on the  
18 2010 Monetary Judgment, \$45,234.38, plus interest in the amount of ten percent (10%) per  
19 annum since March 15, 2011 until paid, by making minimum monthly payments to the State in  
20 accordance with the terms set forth in paragraph 20 of this Order. The State shall deposit all  
21 amounts paid toward the 2010 Monetary Judgment as civil penalties into the Consumer  
22 Protection – Consumer Fraud Revolving Fund, pursuant to A.R.S. § 44-1531.01, and those  
23 funds shall be used for the purposes set forth therein.

24 a. The accumulated interest in the amount of ten percent (10%) per annum since  
25 March 15, 2011 until paid shall be deemed satisfied when defendant  
26 Amru Abdalla and the Amru Marital Community pay the 2010 Monetary

1 Judgment in full with the accumulated interest or when they: (a) provide to the  
2 State complete and truthful financial statements regarding current finances, the  
3 form for said financial statement has been provided to Amru Abdalla by the State,  
4 (b) make payments in accordance with and comply with all requirements set forth  
5 in paragraph 20 of this Order, and (c) comply with each of the injunctive terms  
6 contained in paragraphs 5 through 16 of this Order.

7 20. The monetary judgment for restitution, civil penalties, and the 2010 Monetary  
8 Judgment shall be paid to the State as follows:

9 b. Defendant Amru Abdalla and the Amru Marital Community shall pay \$500.00,  
10 due at the time of entry of this Consent Judgment by the Maricopa County  
11 Superior Court. Defendant Emad Abdalla and the Emad Marital Community shall  
12 pay \$500.00, due at the time of entry of this Consent Judgment by the Maricopa  
13 County Superior Court;

14 c. The remaining balance owed by defendant Amru Abdalla, the Amru Marital  
15 Community, defendant Emad Abdalla, and the Emad Marital Community shall be  
16 paid as follows:

17 i. Both defendant Amru Abdalla and defendant Emad Abdalla shall each  
18 make monthly payments to the State, the first payment to be made on or  
19 before November 15, 2015, and the remaining payments to be made on the  
20 fifteenth (15<sup>th</sup>) day of each month<sup>1</sup> thereafter. The amount of each  
21 defendant's payment is based upon that defendant's total combined gross  
22 monthly earnings, less federal and state tax, as follows:

23  
24  
25 

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<sup>1</sup> Should the fifteenth (15<sup>th</sup>) day of a month fall on a Saturday, Sunday or legal holiday, the  
26 payment shall be due on or before the next day that is not a Saturday, Sunday or legal holiday.

<b>Gross Monthly Earnings (after taxes)</b>	<b>Amount of Payment</b>
Less than \$3,000	\$250.00
\$4,000 - 4,900	\$500.00
\$5,000 - 5,999	\$1,000.00
\$6,000 - 6,999	\$1,500.00
\$7,000 - 8,499	\$2,000.00
\$8,500 - 9,999	\$2,500.00
\$10,000 - 10,999	\$3,000.00
\$11,000 - 11,999	\$3,500.00
\$12,000 - 12,999	\$4,000.00
\$13,000 - 13,999	\$4,500.00
\$14,000 - 14,999	\$5,000.00

Should either defendant's gross monthly income (less taxes) exceed \$15,000.00, that defendant agrees to pay an additional sum of \$750.00 for each additional \$1,000 of gross monthly income.

- d. The payment schedules set forth herein will be implemented for ninety-six (96) months, beginning on the effective date of this Consent Judgment. Upon the expiration of said ninety-six (96) month period, the remaining balance of restitution is immediately due and owing.
- e. Each payment, payable to the Office of the Attorney General, State of Arizona, is to be delivered or mailed and post marked, postage prepaid, to the Attorney General's Office, Consumer Protection and Advocacy Section, 1275 West Washington, Phoenix, Arizona 85007 on or before the 15th of each month.
- f. In order to facilitate the monitoring of compliance with the provisions of this Consent Judgment, Defendants will provide the Attorney General's Office, upon

1 five (5) days' prior notice, sufficient documentation, including, but not limited to,  
2 copies of pay stubs, W-2 statements, commission and expense statements, bank  
3 account statements, and/or state and federal business and individual tax returns to  
4 demonstrate compliance with the payment schedule contained herein.

5 g. If all payments are made in a timely fashion, the judgment shall bear no interest  
6 or collection costs. If any defendant fails to make a payment within fifteen (15)  
7 calendar days of the date it is due, that defendant will be deemed in default of his  
8 payment obligation. In the event of a default of any payment obligation imposed  
9 by this Consent Judgment, and in addition to any other relief or remedy elected or  
10 pursued by the State, all payments set forth in paragraphs 17 through 18 of the  
11 Order that are owed by the defaulting defendant shall be accelerated and  
12 immediately due and owing plus interest at a rate of seven percent (7%) per  
13 annum from the date of the entry of the Consent Judgment and costs of collection,  
14 less any amount previously paid. In addition, in the event of a default by  
15 defendant Amru Abdalla and the Amru Marital Community, all remaining  
16 amounts owed for the 2010 Monetary Judgment, set forth in paragraph 19, shall  
17 also be accelerated and immediately due and owing, plus interest in the amount of  
18 ten percent (10%) per annum since March 15, 2011 until paid, and any costs of  
19 collection, less any amounts previously paid.

20 21. The State shall allocate payments received from Defendants pursuant to this  
21 Consent Judgment and the 2010 Consent Judgment first to the restitution award set forth in  
22 paragraph 17, second to the civil penalty award set forth in paragraph 18, and finally to the civil  
23 penalty award referenced in paragraph 19 of this Order.

#### 24 General Terms

25 22. The terms and conditions agreed to by the parties in the 2010 Consent Judgment  
26 are still in full effect, except that (1) this Consent Judgment shall govern if there are any

1 conflicts between the two consent judgments; (2) this Consent Judgment shall govern the  
2 timing of all payments, and (3) to the degree that the 2010 Consent Judgment permits  
3 Defendant Amru Abdalla to work in any capacity in a business offering packing, moving, and  
4 storage of items for consumers in return for payment while in the State of Arizona or on behalf  
5 of any Arizona consumers, for the next two (2) years, as noted in paragraph 16 of the Order,  
6 Defendant Amru Abdalla is prohibited from so doing.

7         23. Defendants shall not represent or imply that the Attorney General, the State of  
8 Arizona, or any agency thereof has approved any of its actions in Arizona or has approved any  
9 of its past, present or future business practices in Arizona, and Defendants are enjoined from  
10 directly or indirectly representing anything to the contrary.

11         24. Defendants shall not participate directly or indirectly in any activity to form a  
12 separate entity or corporation for the purpose of engaging in acts in Arizona that are prohibited  
13 in this Consent Judgment or for any other purpose which would otherwise circumvent any part  
14 of this Consent Judgment or the spirit or purposes of this Consent Judgment.

15         25. Defendants shall promptly, within 30 days after receipt of written notice, respond  
16 to any lawful, reasonable written request for information by the Attorney General's Office  
17 regarding their compliance with this Consent Judgment or any other business activity.

18         26. Defendants shall notify the Attorney General's Office in writing of any changes  
19 to home and/or mailing address within ten days of any changes.

20         27. Defendants agree that the facts set forth in the Findings of Fact of this Consent  
21 Judgment shall be taken as true without further proof in any bankruptcy case or subsequent  
22 civil litigation pursued by the State to enforce its rights to any payment or money judgment  
23 owed pursuant to this Order, including but not limited to a nondischargeability complaint in any  
24 bankruptcy case.

25         28. Defendants further stipulate and agree that the Findings of Fact and Conclusions  
26 of Law set forth in this Consent Judgment establish all elements necessary to sustain an action

1 by the State pursuant to Section 523(a)(2)(A) and (a)(7) of the Bankruptcy Code, 11 U.S.C. §  
2 523(a)(2)(A) and (a)(7), and that this Order shall have res judicata and collateral estoppel  
3 effect for such purposes.

4 29. If any portion of this Consent Judgment is held invalid by operation of law, the  
5 remaining terms thereof shall not be affected and shall remain in full force and effect.

6 30. This Court retains jurisdiction of this matter for the purpose of entertaining an  
7 application by the State for the enforcement of this Consent Judgment. The State may institute  
8 an action or proceeding to enforce the terms and provisions of this Consent Judgment or to take  
9 action based on future conduct by the Defendants.

10 31. This Consent Judgment resolves all outstanding claims. As no further matters  
11 remain pending, this is a final judgment entered pursuant to Ariz. R. Civ. P. 54(c).

12 DATED: \_\_\_\_\_, 2015.

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14 \_\_\_\_\_  
15 Dawn M. Bergin  
16 Judge of the Superior Court  
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26

1 **CONSENT TO JUDGMENT**

2 1. Defendants acknowledge that they were served with a copy of the Summons and  
3 Complaint, have read the Findings of Fact, Conclusions of Law and Order, are aware of their  
4 right to a trial in this matter, and have waived the same.

5 2. Defendants state that no promise of any kind or nature whatsoever was made to  
6 induce it to enter into this Consent Judgment and declare that they have entered into this  
7 Consent Judgment voluntarily.

8 3. Defendants have fully read and understand this Consent Judgment, understand the  
9 legal consequences involved in signing it, assert that this is the entire agreement of the parties,  
10 and that there are no other representations or agreements not stated in writing herein, and no  
11 force, threats, or coercion of any kind have been used to obtain its signature.

12 4. Defendants understand that acceptance of this Consent Judgment is solely for the  
13 purpose of settling this litigation and does not preclude the State, or any other agency or officer  
14 of this State, or subdivision thereof, from instituting other civil or criminal proceedings as may  
15 be appropriate for any acts unrelated to this litigation or committed after the entry of this  
16 Consent Judgment.

17 5. This Consent Judgment is entered as a result of a compromise and settlement  
18 agreement between the parties. Only the parties to this action may seek enforcement of this  
19 Consent Judgment. Nothing herein is intended to create a private right of action by other  
20 parties; however, said Consent Judgment shall not limit the rights of any private party to pursue  
21 any remedies allowed by law.

22 6. The Defendants represent and warrant that the people signing below on behalf of  
23 Allstars Movers and Storage Inc., also doing business as Allstar Moving & Storage, Inc.,  
24 Allstar Moving & Storage, Inc., Always Moving and Storage, Easymoveaz, Allstar Moving  
25 and Storage, Allstars Movers, Movers and a Truck, and The Moving and Storage Company are  
26 duly appointed and authorized to sign on their behalf.

1 EXECUTED: July 27, 2015.

2 Emad Abdalla  
3 Emad Mohamed Hamdy Abdalla

4 EXECUTED: July 27, 2015

5 Amru Abdalla  
6 Amru Mohamed Hamdy Abdalla

7 EXECUTED: July 27, 2015

8 Allstars Movers and Storage, Inc.

9 Amru Abdalla  
10 Amru Mohamed Hamdy Abdalla

11 APPROVED AS TO FORM AND  
12 CONTENT: July 31, 2015.

13 **Mark Brnovich**  
**Attorney General**

14 Alyse Meislik  
15 Alyse C. Meislik  
Assistant Attorney General

EXECUTED: July 27, 2015.

Aliaa Adam  
Aliaa Mahmoud Ali Adam

EXECUTED: July 27, 2015.

Amani Adam  
Amani Adam

APPROVED AS TO FORM AND  
CONTENT: July 28, 2015.

**Kirsten Copeland**  
**Copeland Law Offices**

Kirsten Copeland  
Attorney for Defendants

17 #4452533.3

# eSignature Page 1 of 1

Filing ID: 6781476 Case Number: CV2014-013632  
Original Filing ID: 6768371

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Granted as Submitted



/S/ Dawn Bergin Date: 8/6/2015  
Judicial Officer of Superior Court

**ENDORSEMENT PAGE**

CASE NUMBER: CV2014-013632

SIGNATURE DATE: 8/6/2015

E-FILING ID #: 6781476

FILED DATE: 8/10/2015 8:00:00 AM

ALYSE CHERYL MEISLIK

KIRSTEN L COPELAND

ALIAA MAHMOUD ALI ADAM  
NO ADDRESS ON RECORD