

1 **KRISTIN K. MAYES**

2 **ATTORNEY GENERAL**

3 (Firm State Bar No. 14000)

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5 ASSISTANT ATTORNEY GENERAL

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12 *Attorney for the State of Arizona*

13 **SUPERIOR COURT OF ARIZONA**

14 **IN MARICOPA COUNTY**

15 In the Matter of:

Case No. **CV2024-027016**

16 ALL GOOD SHUTTER AND BLIND, LLC;
17 KEVIN M. CASH, individually; LINDA M.
18 LUTZ, individually; and KEVIN M. CASH,
19 and LINDA M. LUTZ, as husband and wife,

ASSURANCE OF DISCONTINUANCE

A.R.S. § 44-1530

20 Respondents.

21 The State of Arizona, *ex rel.* Kristin K. Mayes, the Attorney General (the “State”), and
22 Respondents All Good Shutter and Blind, LLC (“All Good”); Kevin M. Cash (“Cash”); and
23 Linda M. Lutz (“Lutz”) agree to the entry of the following Assurance of Discontinuance (the
24 “Assurance”) pursuant to A.R.S. § 44-1530 of the Arizona Consumer Fraud Act, A.R.S. §§ 44-
25 1521 to -1534 (the “ACFA”). Respondents consented and stipulated to the entry of the Assurance
26 to compromise and settle claims in connection with an investigation under the ACFA and not out
27 of the admission of guilt, wrongdoing, violation, or sanction.

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1 **BACKGROUND**

2 The State alleges the following facts:

3 1. Respondent All Good was an Arizona limited liability company that engaged in the
4 business of advertising, selling, delivering, and installing custom window treatments in and
5 around the metropolitan city of Phoenix, Arizona, from 2016 through December 2023.

6 2. Respondent Cash, is a resident of Maricopa County, Arizona. Respondent Cash
7 was the owner and manager of All Good Shutter and Blind, LLC, and as such directed, managed,
8 and controlled the operation of this business.

9 3. Respondent Lutz is a resident of Maricopa County, Arizona. Respondent Lutz was
10 the partner of Respondent Cash, and as such was responsible for the business development and
11 office support of All Good Shutter and Blind, LLC.

12 4. Respondent Cash filed Articles of Termination with the Arizona Corporation
13 Commission (“ACC”) on December 13, 2023. The ACC approved the Articles of Termination,
14 effectuating the termination of All Good’s active status as a company.

15 5. From 2016 through 2023, Respondents advertised custom window treatments on
16 their website, allgoodshutterandblind.com. The website advertised fast and efficient installations.

17 6. Respondents required consumers to pay them 70% of the total cost of their custom
18 window treatment order in advance of its delivery and installation.

19 7. Although Respondents advertised that they would provide delivery and
20 installations in a timely manner and 70% of the consumers’ orders were paid upfront,
21 Respondents failed to deliver and install consumers’ custom window treatments for several
22 weeks or months after the window treatments were ordered.

23 8. Respondents advertised that they would provide fast and efficient installations, but
24 they failed to resolve consumers’ complaints regarding the delivery and installations on
25 numerous occasions, and/or failed to provide refunds for unperformed or unsatisfactory delivery
26 and installation services.

27 ...

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1 9. Based on the State's investigation and information contained in the consumer
2 complaints received by the Attorney General's Office, the State alleges and Respondents agree
3 that they:

4 a. Advertised, marketed, and received payment for custom window treatment
5 services but did not consistently perform those services as represented;

6 b. Repeatedly underestimated to consumers the amount of time it would take
7 for them or someone who worked for All Good to complete the delivery and installations;

8 c. Failed to perform their contractual obligations to consumers' satisfaction;
9 and

10 d. Failed to timely refund payments for custom window treatment services not
11 performed.

12 10. The State alleges that Respondents' conduct, as described above, constitutes
13 misrepresentations, false promises, and deceptive and unfair acts and practices in violation of
14 the ACFA.

15 **NOW, THEREFORE**, it is hereby agreed as follows:

16 11. The injunctive relief set forth in paragraphs ¶13 below are binding upon any of the
17 following that receive actual notice of the Assurance through personal service or otherwise: (a)
18 Respondents; (b) their officers, agents, servants, employees, and attorneys; and (c) those persons
19 in active concert or participation with Respondents or any of the Respondents' officers, agents,
20 servants, employees, or attorneys.

21 12. The injunctive relief set forth in paragraphs ¶13 applies to Respondent Cash and
22 Respondent Lutz, individually and collectively.

23 13. Respondents agree, undertake, and assure that they will:

24 a. refrain from engaging in any conduct in violation of the ACFA as it is
25 currently written, or as it is amended in the future, and should they start, operate, and/or manage
26 All Good or another business in Arizona, they will comply with the ACFA as it is currently
27 written, or as it is amended in the future;

28 b. refrain from falsely representing that the goods and/or services they

1 advertise, offer, or sell in or from Arizona will be delivered in a timely manner if such goods
2 and/or services are not available for delivery or fulfillment in a timely manner; and

3 c. deliver services and/or goods they advertise or sell in or from Arizona in a
4 timely manner and no later than actually represented to consumers.

5 14. Pursuant to A.R.S. § 44-1528(A)(2), Respondents Cash and Lutz agree that they
6 are jointly and severally liable to pay to the Attorney General the amount of Sixty-Two Thousand
7 Five-Hundred and Seventy Dollars (\$62,570.00) in consumer restitution as follows:

8 a. Respondents Cash and Lutz shall pay Thirty-Five Thousand Dollars
9 (\$35,000.00) prior to entry of this Assurance.

10 b. Respondents Cash and Lutz shall pay the remaining Twenty-Seven
11 Thousand Five-Hundred and Seventy Dollars (\$27,570.00) due under this Assurance in monthly
12 increments of One Thousand One Hundred Forty-Eight Dollars and Seventy-Five Cents
13 (\$1,148.75) over the next twenty-four (24) months. The first monthly payment shall be due by
14 October 1, 2024 and each remaining monthly payment shall be due by the first day of each month
15 thereafter.

16 c. Respondents Cash and Lutz may prepay all or any part of the balance
17 outstanding hereunder at any time without penalty.

18 15. The restitution payments ordered herein shall be deposited by the Attorney
19 General's Office into an interest-bearing consumer restitution subaccount of the Consumer
20 Restitution and Remediation Revolving Fund, pursuant to A.R.S. § 44-1531.01(B), and
21 distributed to Eligible Consumers by the Attorney General's Office. "Eligible Consumers" means
22 consumers who made payments to Respondents as a result of Respondents' false or deceptive
23 advertising and/or marketing, and who never received their custom window treatments and/or
24 never received a complete refund. The State, in its sole discretion, shall make the final
25 determination as to who constitute Eligible Consumers and the amount of restitution to which
26 they are entitled.

27 16. In the event the amount ordered as restitution herein is insufficient to fully restore
28 Eligible Consumers, the restitution collected shall be distributed to Eligible Consumers on a pro

1 rata basis. In the event that any portion of the restitution ordered herein cannot be distributed to
2 Eligible Consumers, such portion will be deposited by the Attorney General's Office into the
3 Consumer Protection-Consumer Fraud Revolving Fund, pursuant to A.R.S. § 44-1531.02(B), and
4 used for the purposes specified in A.R.S. § 44-1531.01.

5 17. Pursuant to A.R.S. § 44-1530, Respondents Cash and Lutz agree that they are
6 jointly and severally liable to pay to the State attorneys' fees and costs in the amount of Five-
7 Thousand Dollars (\$5,000.00) at the time of entry of this Assurance of Discontinuance to be
8 deposited by the Attorney General into the Consumer Fraud Revolving Fund, pursuant to
9 A.R.S. § 44-1531.01(B), and used for the purposes set forth therein.

10 18. Should Respondents default on any payment obligation imposed by this Assurance,
11 and further fail to cure the deficiency within 15 calendar days after having received written notice
12 from the State of any amount past due, in addition to any other penalties and remedies provided
13 by law, all payments set forth herein shall be accelerated and shall become due and owing to their
14 entity as of the date of the default, with interest accruing thereon from the date of this
15 Assurance is entered by the Court at the rate of 5% for the full amount owing as of that date

16 19. The payments required herein shall be paid in the form of wire transfer, cashier's,
17 checks, or money orders made payable to "The State of Arizona." Unless a wire transfer is used,
18 payment shall be delivered, or mailed and postmarked, to:

19 Consumer Protection and Advocacy Section
20 The Office of the Arizona Attorney General
21 2005 N. Central Ave.
Phoenix, AZ 85004-1592

22 20. Nothing in this Assurance shall be construed as an approval by the Attorney
23 General, the Court, the State of Arizona, or any agency thereof of Respondents' past, present, or
24 future conduct. Respondents shall not represent or imply that the Attorney General, the Court,
25 the State of Arizona, or any agency thereof has approved or approves of any of Respondents'
26 actions or any of Respondents' past, present or future business practices.

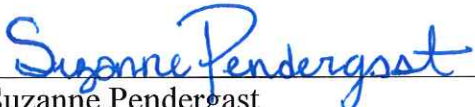
27 21. Respondents understand that a violation of this Assurance within six (6) years of
28 the filing thereof constitutes prima facie evidence of a violation of the ACFA, pursuant to

1 A.R.S. § 44-1530 and may subject the Respondents to all available remedies under the ACFA in
2 addition to those provided in this Assurance. This Court shall retain jurisdiction over
3 Respondents and the subject matter of this Assurance for purposes of enabling the State to apply
4 to this Court for the enforcement of the Assurance and to seek those remedies available upon a
5 violation of this Assurance.

6 22. The person signing below on behalf of All Good represents and declares that he or
7 she is authorized to do so.

8
9 RESPECTFULLY SUBMITTED this 26th day of September, 2024.

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11
12 KRISTIN K. MAYES
13 Attorney General

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15 By: 
16 Suzanne Pendergast
17 Assistant Attorney General
18 *Attorney for the State of Arizona*

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22
23 *Signatures on the next page*
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27
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All Good Shutter and Blind, LLC

Signature: [Handwritten Signature]
Name: KEVIN M. CASH
Title: OWNER
Date: 9/11/24

Kevin M. Cash

Signature: [Handwritten Signature]
Name: KEVIN M. CASH
Title: OWNER
Date: 9/11/24

Linda M. Lutz

Signature: [Handwritten Signature]
Name: Linda M. Lutz
Title: Partner
Date: 9/11/24

Approved as to form and content:

[Handwritten Signature]

By: [Signature] Date: 9/11/24
Michael Starrett, Esq.
Bailey Law Firm
Attorney for Respondents

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