

**SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF PIMA**

State of Arizona, Attorney General,

Case No: C2014-6152

Plaintiff,

v.

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW
JUDGMENT**

3 Gorillas Moving and Storage, LLC; Troy
Emerson, individually; and Troy Emerson and
Fedelyne Bernabe, as a marital community.

Defendants.

All Parties were present at the trial. Numerous witnesses testified and exhibits, including depositions of all live witnesses as well as many who did not testify at trial, were stipulated into evidence. The Court was requested to make Findings of Fact and Conclusions of Law. Many of the Findings relate to facts derived solely from the exhibits as no testimony related to these events was introduced at trial. Based on a review of all testimony and exhibits, the Court FINDS as follows:

1. Defendant 3 Gorillas Moving and Storage, LLC (3 Gorillas) was an Arizona limited liability company based in Tucson, Arizona.
2. 3 Gorillas was solely owned by Defendant Troy Emerson (Emerson), who managed and directed it activities.
3. The business engaged in local, intrastate and interstate transport of household goods and cargo.
4. 3 Gorillas offered numerous services to residential customers, including emergency or 'same day' moves, short and long term storage, and moves in which customer's goods were loaded for storage and/or delivery.

1 5. The company also moved partial loads, meaning that a customer's items would be placed
2 on a truck in which goods from other customers were also placed for transit to the same
3 destination.

4 6. 3 Gorillas often provided estimates to potential customers by telephone. A customer
5 would be asked to describe the items he/she wanted to have moved, the size and nature of the
6 items, the size of the space currently occupied by the items, and/or the distance of the move and
7 3 Gorillas would provide a verbal estimated quote for the requested services.

8 7. Potential customers were generally informed that over-the-phone cost estimates could
9 vary from the final price based upon many factors including the actual weight, size of items,
10 packing issues, delivery needs, etc. The actual weight was to be determined by weighing the
11 moving truck(s) at a certified weight station.

12 8. 3 Gorillas claimed to provide each customer with a written "Bill of Lading" (Bill) on
13 letterhead displaying the 3 Gorillas corporate logo with an estimated cost of that segment of the
14 move based upon a variety of aspects including an hourly charge, the estimated weight of the
15 goods, the number of movers, the number of trucks used, a travel and trip charge, a fuel
16 surcharge, and/or special service or labor charges. The Company indicated that a customer would
17 sign the Bill prior to departure from the move site.

18 9. Customers disputed that that the above enumerated procedures were followed in their
19 individual moves.

20 10. For interstate moves, 3 Gorillas charged by the net weight of the customer's goods.

21 11. For local and intrastate moves, 3 Gorillas charged by the hour for each truck and the
22 accompanying laborers.

23 12. If goods were to be warehoused at 3 Gorillas' storage or moved interstate, 3 Gorillas
24 indicated that it provided customers with a "Household Goods Descriptive Inventory"
(Inventory).

13. The Inventory was intended to be a list of the items being moved and their condition at
origin or pickup. Depending on the number of items being moved and their condition upon initial
physical inspection, an Inventory could extend to several pages in length. The customer was
supposed to sign each page of the Inventory prior to departure.

14. At the top of each page of the Inventory template form, a legend listed the codes used to
identify the initial condition of each item being shipped. Numeric codes (1 to 16) were used to

1 indicate the location of any damage, followed by alpha-codes that described the damage as
2 dented, faded, gouged, loose, rubbed, scratched, cracked, etc.

3 15. 3 Gorillas claims that they did not insure shipped items for full value if they had pre-
4 existing damage or the items were packed by the customer.

5 16. Customers were given the option of purchasing full replacement coverage or accepting
6 the included coverage of \$.60 per pound.

7 17. Debra Hall (Hall) testified that 3 Gorillas had insurance (through various insurance
8 companies) at all times that she worked there.

9 18. Paperwork and advertisements indicated that 3 Gorillas was affiliated with national
10 moving companies.

11 FACTS PERTAINING TO ALAN CADKIN

12 19. Alan Cadkin (Cadkin) hired 3 Gorillas to move his household furniture to California after
13 a representative came to his house, looked at his belongings and provided a quote of the
14 estimated price.

15 20. Cadkin indicated that he wanted full insurance coverage to provide replacement value
16 should any damage occur.

17 21. Cadkin paid an extra \$700 to receive \$70,000 coverage.

18 22. The furniture was moved from his house to storage until he was ready for his move to
19 California several months later.

20 23. When the furniture was being unloaded in California, Cadkin witnessed a panel of a
21 cabinet fall to the floor of the truck and incur damage. A chair also arrived with a broken leg.

22 24. Cadkin testified that the damaged items were antique Chinese furniture that had risen in
23 value since their purchase in Singapore in 1997.

24 25. In an effort to get reimbursed for the loss, Cadkin submitted a receipt showing the
purchase price of the Chinese cabinet to have been approximately \$2,800.

26. He requested compensation from 3 Gorillas based on his belief that the cabinet had a
present value of \$8,400 and provided a letter from the store from which he had bought the
furniture in support of the increased value of this type of furniture.

27. No appraisal of the cabinet or repair estimate was obtained.

28. Cadkin had contacted 3 Gorillas because they had appeared on National Van Lines
(National) web page as an agent.

1 29. The association with National was important in Cadkin's selection of 3 Gorillas. 3
2 Gorillas' materials also indicated the affiliation.

3 30. When Cadkin attempted to make a claim through National, they indicated that they had
4 previously terminated their relationship with 3 Gorillas and had no knowledge of Cadkin's move.

5 31. After Cadkin made his claim to 3 Gorillas, they offered to pick up the furniture and
6 determine if it could be repaired but Cadkin was not willing to allow them to do so.

7 32. The chair was repaired at a cost of \$200.

8 33. 3 Gorillas denied Cadkin's claim indicating that the furniture was damaged before the
9 move, the insurance coverage had a \$1,000 deductible and the damage did not exceed the
10 deductible.

11 34. Cadkin had never been provided paperwork regarding the insurance or been informed of
12 a \$1,000 deductible.

13 35. Scratches and dents on the furniture had been noted on the Inventory at the time of
14 pickup.

15 36. Cadkin made numerous efforts to get additional information from 3 Gorillas or the
16 insurance carrier but was unsuccessful and received no reimbursement.

17 **FACTS PERTAINING TO KAREN BARBERA:**

18 37. Karen Barbera (Barbera) contacted 3 Gorillas to move her household items to California.
19 She wanted the items packed, moved into storage and later delivered to her new (and at the time
20 unknown) residence in California.

21 38. A 3 Gorillas representative came to her home and spent more than 3 hours inspecting
22 and evaluating her household, after which she was provided an estimate of \$15,000 - \$17,000.
23 Barbera understood that the quote was for all aspects of the move from her existing home to her
24 new home.

39. The 3 Gorillas advertising, business cards and materials indicated that it was affiliated
with National Van Lines. This information was important to Barbera who wanted the security of
working with a national moving company.

40. 3 Gorillas was not an agent of National at the time of Barbera's move.

41. The move to storage was to be in two stages with the first load taken into storage in
November 2011, and the second load taken into storage at a later date.

1 42. Barbera requested full replacement insurance and was informed that it would be
2 provided. However, a Bill dated November 4, 2011, the date of the first stage of the move,
3 indicates that she checked and initialed that she declined insurance. Barbera testified that she did
4 not check that box and her initials were forged.

4 43. Barbera signed the Bill which indicated 10 hours labor, trip charge, fuel surcharge and
5 materials and paid a total amount of \$1,941.30.

5 44. The cost of storage was originally charged at \$182.50 (\$.25 per pound) a month.

6 45. Another load was packed on July 21 and 22, 2012, with Bills charging \$871 and \$1,895
7 and delivered to storage.

8 46. An additional Bill on July 24, 2012, indicated packing and moving charges of \$5,082.
9 Another indicated both warehouse and first month storage fees of \$1,150 each, and totaled
10 \$4,223. Both Bills were signed by Barbera.

10 47. Because no witnesses at trial were asked to identify and explain each Bill, the Court is
11 unable to determine how these charges were determined or why Barbera signed the documents if
12 she contested the charges in question.

12 48. The various Bills placed into evidence show that Barbara was charged for a total of 46
13 hours of labor (at rates ranging from \$121 to \$320 per hour, depending on the number of laborers
14 involved) to pack and load her household items into storage.

14 49. The total amount charged for the labor was \$9,736. Trip charges, fuel surcharges, and
15 warehouse charges were additional.

16 50. Warehouse fees and first month storage fees were included in the Bills of November 4,
17 2011, and July 24, 2012.

17 51. An "Order for Service" dated November 16, 2012, estimated the weight of the items to
18 be 28,760.

18 52. After all the items were in storage, Barbera was told that the estimated cost of
19 transportation to the home in California (including fuel surcharge) was \$10,645.50.

20 53. None of the Bills admitted into evidence include the weight of the load.

21 54. Barbera thought that she was being over charged for storage and called 3 Gorillas to
22 contest the amount as the charge was double what she had been quoted. She was told that the
23 weight was 30,000 pounds rather than the 15,000 estimated.

1 55. Barbera testified that Emerson told her that if she was not satisfied, 3 Gorillas would sell
2 all her furniture.

3 56. Barbera called both National and American Express to contest the charges and was told
4 to wait until after delivery.

5 57. National sent Barbera a check for \$2,000 and promised her another \$2,000 after the
6 furniture was delivered.

7 58. After delivery, Barbera contested the warehouse charges. In an e-mail response, Hall
8 indicated the various weights of items put in storage were 4560, 19,920, 5840 and 3,000 pounds.

9 59. The charges of \$182.40 and \$1150.40 correspond with a \$4.00 per 100 pound charge for
10 the items for the 11/04/11 and 7/25/12 moves into storage.

11 60. Barbera requested that her furniture be delivered on or about 1/11/2013.

12 61. On 1/11/2013, the 3 Gorillas' semi-trucks brought her items, but parked ¼ mile away
13 from her home, claiming that they were unable to navigate her street due to low hanging wires
14 and a narrow road.

15 62. Barbera testified that she thought that the trucks could get to her home and, as a result,
16 had not advised 3 Gorillas that there would be any problem with delivery.

17 63. The movers stated that they could not access her street and required smaller trucks to
18 "shuttle" the furniture to the home.

19 64. The shuttle charges added an additional \$2,500 to the delivery charges.

20 65. The furniture delivery was accomplished over a two day period.

21 66. 3 Gorillas presented a bill for a total of \$17,553 on the day of the move.

22 67. Barbera testified that many items were damaged. An acid spill from pool chemicals
23 damaged rugs; some items arrived shattered; candles melted on and damaged additional items.

24 68. Barbera filed claim forms and sent photos to 3 Gorillas but none were introduced into
evidence at trial.

69. Barbera did not testify as to the specific items damaged, their value, ability to be
repaired, cost of repair or replacement, or other information necessary to a determination of the
damage incurred or the value of any damage.

70. Barbera also claimed that the movers did not use padding when moving items on her
floors and as a result, caused extensive damage to the floors.

1 71. 3 Gorillas claimed that Barbera had numerous workers at her home at the time of
2 delivery and denied that its movers were the cause of any damage that may have occurred.
3 Barbera testified that only one painter was present at the time of the delivery.

4 72. Barbera claimed that that she suffered \$60,000 in damaged furniture, \$10,000 in lost
5 items and \$15,000 in damage to the home as a result of the move.

6 **FACTS PERTAINING TO JULIE ZIRBEL:**

7 73. Julie Zirbel (Zirbel) called 3 Gorillas requesting an estimate for the cost to move
8 personal items from Payson to Tucson three days later.

9 74. She indicated that she had a 30 x 30 storage unit with research lab equipment and other
10 items.

11 75. 3 Gorillas provided an estimate of \$2,250. This price was to include a stop in
12 Saddlebrook to pick up a refrigerator.

13 76. 3 Gorillas sent one truck which was not big enough to hold all the items.

14 77. Zirbel testified that the movers indicated that they would take the remaining items
15 (approximately 10% of the total) in a couple of weeks when they were back in the area. She was
16 not informed that there would be additional charges.

17 78. The move proceeded and the movers stopped and picked up the refrigerator on the way
18 to Tucson. When given a bill at the end of the move, the charge was twice that of the estimate.

19 79. Zirbel asked to speak with the office. After speaking to Hall, she and Hall agreed to a
20 price of \$3,650, which Zirbel understood was to include the delivery of the additional items still
21 in Payson.

22 80. 3 Gorillas picked up the remaining items in Payson and requested an additional \$3,600 to
23 deliver them. Zirbel called 3 Gorillas and left a message regarding these charges.

24 81. Zirbel never received a response from 3 Gorillas to a number of phone calls. She also
wrote a letter but never heard from 3 Gorillas.

82. She did not pay the second bill and the items were never delivered.

FACTS PERTAINING TO ELAINE WILSON:

83. Elaine Wilson (Wilson) contacted 3 Gorillas to move her belongings within Tucson. She
received a quote over the phone for \$750.

84. After the move, she was given a bill for \$1,157.00. Since the move had already
occurred, she paid the full amount but attempted to contact 3 Gorillas.

1 85. Wilson claimed that one of the movers wrote “no damage’ on the paperwork she was
2 given after the move. When she indicated that she did not yet know if there was damage, she was
3 told that it was “just a formality” and if there was damage, she could make a claim.

4 86. Several days later, she contacted 3 Gorillas to make a claim and spoke to Hall. Hall told
5 her that her claim would be addressed.

6 87. Wilson never heard anything further from 3 Gorillas.

7 **FACTS PERTAINING TO JAN MIEDECKE:**

8 88. In September 2013, Jan Miedecke (Miedecke) contacted 3 Gorillas regarding moving
9 items from Green Valley to Prescott.

10 89. Miedecke requested that someone come to the house to provide an estimate. She was
11 told that it would not be necessary to come to the house and was asked for a description of her
12 property over the phone.

13 90. She informed Joe Canupp that the square footage of the house and the furniture to be
14 moved.

15 91. She explained that she and her husband would be moving personal property themselves.

16 92. Prior to the 3 Gorillas move, Miedecke and her husband moved dishes, clothes, paintings
17 and other personal items in two 16’ trucks and an SUV and also made a second trip of items in
18 a 12’ truck.

19 93. 3 Gorillas told her that she would need two men and a truck and quoted a price of
20 approximately \$1,600 - \$1,700.

21 94. On the day of the move, a truck with two movers came to the home. The movers walked
22 into the garage and immediately indicated that they would need two 26’ trucks and the price
23 would double to \$3,400.

24 95. Miedecke agreed to the new price.

96. Miedecke testified that when the trucks left her house at 11:30 a.m.; each was only half
full.

97. Not all items were taken by the movers and Miedecke and her husband packed what had
been left and drove to Prescott.

98. She called the movers to indicate that they would arrive late due to traffic in Phoenix.

99. The movers arrived several hours before Miedecke and her husband.

100. They plugged in the freezer but had not offloaded other items before she arrived.

1 101. Items were unloaded and placed in the garage although Miedecke attempted to direct
2 where they should be placed.

3 102. Boxes were turned upside down and the couches were placed on their sides.

4 103. At 9:30 p.m., Bob, one of the movers, indicated that they had to leave and presented a
5 bill for \$6,704.

6 104. Bob brought her a damage waiver form that had “none” written across the top.

7 105. Miedecke indicated that she didn’t know if there was damage and was told that if she
8 discovered problems, she should call the office and let them know.

9 106. Bob told her that she was being charged double for the movers to drive back to Tucson
10 in empty trucks.

11 107. Miedecke was told that if she did not pay the total bill, the movers would not leave her
12 home. She asked to speak with their supervisor but was unable to get a resolution. She
13 ultimately paid the bill and they left.

14 108. After the movers left, Miedecke examined the items and discovered that items had been
15 broken and that two sofas, moved without blankets under them, had been badly scratched.

16 109. Miedecke was charged \$398 for materials but testified that she had bought 200 boxes at
17 UPS. Only 10 boxes of items were moved by 3 Gorillas.

18 110. She was charged a total of \$6,854: \$6,704 on the day of the move plus a \$150 deposit.

19 **FACTS PERTAINING TO TERRY CARROLL:**

20 111. Terry Carroll (Carroll) had contracted with Mango Movers (Mango) to move his
21 belongings from Virginia to California. The \$4,000 contract with Mango included ½ day of
22 packing and the move.

23 112. Just prior to the move date, Carroll was unable to get in touch with Mango. 3 Gorillas
24 contacted Carroll and indicated that they had been contracted by Mango to handle the move.

113. Carroll asked if they would be working from Mango’s contracted price and was told yes.
Carroll was aware that additional charges might be necessary.

114. 3 Gorillas picked up items from a storage locker on February 28 and came to Carroll’s
home on the afternoon of March 1.

115. The movers were scheduled to arrive in the morning but did not arrive until the afternoon
and did not finish the move that day. All packing had already been done by Carroll before the
movers arrived.

1 116. The movers were unable to lift all the furniture and Carroll was required to assist.

2 117. Carroll was never advised that the move would be more expensive than he had
previously been told.

3 118. Mango and Carroll had agreed that the items would be delivered 10 days from the date
4 of pick-up.

5 119. On March 2 or 3, Carroll advised Hall of his new address.

6 120. Carroll then heard from Mango and advised them that 3 Gorillas had done the move.
Mango was to contact 3 Gorillas.

7 121. When the items were not delivered by March 12, Carroll contacted Hall who indicated
8 that there had been weather delays.

9 122. 3 Gorillas contacted Carroll on approximately March 18, indicated that it was ready to
deliver the items and requested payment far in excess of the Mango contract.

10 123. When Carroll questioned the price, he was told that it was based on weight and mileage.

11 124. Carroll contacted Mango about the price discrepancy. Mango informed Carroll that they
had attempted to contact Hall but that she had refused to speak with them.

12 125. Hall told Carroll that because she had been unable to reach Mango prior to the move, she
13 considered the prior contract void.

14 126. Carroll was told that he would have to pay the full amount before the items would be
15 delivered. If he did not pay immediately, his items would be placed into storage and that he
16 would be charged \$650 per month for the storage. (The 3 Gorillas storage fee was over 50%
more than that charged by Mango.)

17 127. Carroll indicated that he was not able to immediately pay the increased price as he only
had \$6,000 available.

18 128. Mango tried to intervene but was unsuccessful.

19 129. No one from 3 Gorillas ever explained the basis for the substantially increased charges.

20 130. 3 Gorillas placed the items in a storage facility about one hour from Carroll's home.

21 131. 3 Gorillas informed Carroll that if he did not redeem his items in one month, they would
liquidate his property.

22 132. After Carroll paid the total charges of \$10,493.96, 3 Gorillas mailed him a key to the
23 storage unit.

1 133. Because he was only provided one key and two were needed, Carroll had to purchase
2 bolt cutters to open the unit.

3 134. Carroll found that the unit contained items belonging to other customers and some of
4 Carroll's items were missing. Fragile items were stacked on the bottom, causing keepsake items
5 to be broken.

6 135. Carroll contacted the other customers to return their property.

7 **FACTS PERTAINING TO SALLY HAMMONS:**

8 136. Sally Hammons (Hammons) contracted with 3 Gorillas to move items from Eager,
9 Arizona to Duluth, Georgia.

10 137. Hammons was informed that 3 Gorillas weighed the truck before and after loading to
11 determine the weight of the items being moved.

12 138. She was asked to describe the items to be moved and was provided a quote of \$2,306.83,
13 based on the described items.

14 139. Hammons was told that 3 Gorillas needed one to two weeks notice before the pickup
15 date and a \$500 deposit.

16 140. The move was scheduled for May 25 with pick-up to be between 8 – 9 a.m.

17 141. Delivery was to occur 4 – 12 days later.

18 142. The packing was completed before the movers arrived and the items were left outside the
19 house to facilitate the move. The movers did not arrive until 4:30 p.m.

20 143. After 12 days, Hammons called 3 Gorillas to check on the shipment. She was told that
21 the items were in storage in Tucson and would be moved when a truck was available.

22 144. She made several inquiries and was told that people would get further information and
23 get back to her. She never received return calls.

24 145. She spoke with Emerson who told her "that was tuff", since they had her belongings, she
would have to do it their way.

146. The items arrived on June 26, more than 30 days after pick-up.

147. Hammons had a cashier check for the remaining balance but was told that it was a
different amount (unknown to the Court as no submitted documents include this information.)

148. She asked the movers to show her the weight sheets but was told that they didn't have
weight sheets.

1 149. Hammons paid the requested amount for the delivery as she would not have received the
2 items without full payment.

3 FACTS PERTAINING TO AMY GARELICK:

4 150. Amy Garelick (Garelick) contacted 3 Gorillas to arrange a move for the next day.

5 151. 3 Gorillas questioned her about the size of the house and items to be moved. 3 Gorillas
6 indicated that it would need one truck and two men for an estimated amount of \$750.

7 152. 3 Gorillas indicated that it would keep the items in the truck overnight and deliver them
8 the following morning. There was no indication that there would be any extra charge for that
9 arrangement.

10 153. Garelick agreed and the truck and men arrived the following morning.

11 154. All packing had been done prior to the movers' arrival.

12 155. The movers indicated that they needed another truck. Garelick said no and indicated that
13 anything unable to be moved in one truck, the Garelicks would move themselves.

14 156. She called Emerson to indicate that they did not want another truck.

15 157. Garelick took her small children to the park down the street.

16 158. After she left, a second truck came to the house.

17 159. Neither Garelick nor her husband approved a second truck but each assumed the other
18 must have provided the approval.

19 160. After speaking with her husband and realizing that he did not approve the second truck,
20 Garelick called Emerson and told him that now that two trucks had been loaded, she did not
21 want to pay for extra men to unload the next day and requested only one man per truck.

22 161. The next day, two trucks and four movers arrived.

23 162. Garelick indicated that the trucks were not full and that her trailer and SUV could have
24 taken anything that did not fit in one truck.

163. Garelick called Emerson and indicated that she would not pay for the extra charges. The
movers stopped unloading the items and refused to release the belongings.

164. As a result, Garelick paid \$700 the first day and \$575 to get her property unloaded the
second. She was also charged storage fees for keeping the items on the truck overnight.

165. Garelick made numerous calls to Emerson that were not returned.

166. The next week, Emerson called and verbally threatened her husband.

1 167. Garelick was not informed that move was based on an hourly rate but understood that
2 she was provided a price for the total move.

3 168. On the first day, Garelick was given a damage form that had a written note indicating
4 that there was no damage to the house or property. Garelick testified that she did not write that
5 note.

6 169. In March 2013, 3 Gorillas went to Brandy Leal's (Leal) home and provided an estimate
7 based on the representative's walk through and around the home.

8 170. Leal was given a written and verbal estimate of \$1,112 for 8 hours labor, \$200 for boxes
9 and \$175 for storage. She was informed that because she was military, she would receive full
10 recovery insurance without extra charge.

11 171. Leal testified that there was no change in the items that were present at the time of the
12 move from the time of the estimate.

13 172. After the items were packed and put in storage, Leal received an invoice for \$4,805 for
14 the move and \$550 for storage.

15 173. 3 Gorillas estimated the weight to be 4,400 pounds but after the move, claimed that the
16 weight was 13,760 pounds.

17 174. Leal complained about the storage charge and it was reduced to \$350.

18 175. The movers spent 11 hours packing at her home and 3.5 hours moving into storage.

19 176. During the move, the packers noted that it was taking more than the estimated time. Leal
20 was aware that she would be charged \$139 per hour for the additional time.

21 177. All packing was done by 3 Gorillas.

22 178. Because of the cost issues when the goods went into storage, 3 Gorillas required Leal to
23 pay \$2,000 before the goods were delivered from storage.

24 179. Leal did not realize that she could have had another company move the items from
storage.

180. After final delivery, Leal made a claim for numerous damaged items.

181. Leal sent 3 Gorillas pictures and information showing the damage and current value of
the items. Despite being told that someone would come to look at the damaged items, no one
ever came.

182. 3 Gorillas denied that Leal had full damage protection. Her claims were never resolved
in any amount.

1 JUDGMENT

2 Pursuant to the above enumerated facts, the Court FINDS that the State has proven by a
3 preponderance of the evidence that Defendants 3 Gorillas and Troy Emerson engaged in
4 deceptive practices, misrepresentations and suppression or omission of material facts in
5 connection with the sale or advertisement of services in violation of A.R.S. §44-1522.

6 Based on these Findings,

7 IT IS HEREBY ORDERED that Defendants shall pay restitution to the customers as
8 follows: Caldkin, \$700; Barbera, \$4,407; Garelick, \$450; Miedecke, \$3,300, Leal, \$2,259;
9 Carroll, \$4,494 and Zirbel, \$1,400.

10 IT IS FURTHER ORDERED that Defendants pay a fine of \$18,000 pursuant to A.R.S.
11 §44-1531.

12 IT IS FURTHER ORDERED that Plaintiffs are awarded attorneys fees and costs as to be
13 determined by the Court, pursuant to A.R.S. §44-1534. Plaintiff shall submit an Application for
14 the Court's consideration.

15 IT IS FURTHER ORDERED that pursuant to A.R.S. §44-1528(A) (1), Defendants shall
16 be prohibited from engaging in deceptive, unfair and fraudulent business practices.

17 Dated this 30th day of September, 2016.

18 
19 **HON. LESLIE MILLER**

20 (ID: edd138ca-f3fa-4501-8681-d1f29f04b511)