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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
 12 BRNOVICH, Attorney General,
 13 Plaintiff,

14 vs.

15 ALLSTARS MOVERS AND STORAGE
 16 INC., a/k/a ALLSTAR MOVING &
 STORAGE, INC., ALWAYS MOVING &
 17 STORAGE, EASYMOVEAZ, ALLSTAR
 MOVING AND STORAGE, ALLSTARS
 18 MOVERS, MOVERS AND A TRUCK, THE
 MOVING AND STORAGE COMPANY;
 19 AMRU MOHAMED HAMDY ABDALLA,
 a/k/a ANDREW ABDALLA, and AMANI
 20 ADAM, husband and wife; EMAD
 MOHAMED HAMDY ABDALLA and
 21 ALIAA MAHMOUD ALI ADAM, husband
 and wife,
 22

23 Defendants.

Case No.: CV2014-013632

STIPULATED JUDGMENT

(Assigned to the Honorable Timothy Thomason)

24 Plaintiff State of Arizona *ex rel.* Mark Brnovich, the Attorney General (the “State”),
 25 and defendants Amru Mohamed Hamdy Abdalla (“Amru Abdalla”), Amani

1 Adam, Emad Mohamed Hamdy Abdalla (“Emad Abdalla”), Aliaa Mahmoud Ali Adam
2 (“Aliaa Adam”), and Bargain Moving, Inc. (“Bargain Moving”), having entered into a Consent
3 Judgment in this matter which has an effective date of August 6, 2015 (“2015 Judgment”),
4 stipulate that the Court has continuing jurisdiction over the subject matter and the parties for
5 purpose of entry of this Stipulated Judgment, pursuant to A.R.S. § 44-1532. Defendants Amru
6 Abdalla, Emad Abdalla, and Bargain Moving (collectively “Defendants”) admit that the
7 findings of fact and conclusions of law are correct, and stipulate that the Court may enter this
8 judgment, which resolves both (1) the statutory enforcement action, pursuant to A.R.S. § 44-
9 1532, which this Court heard during an evidentiary hearing on December 4, 5, and 6, 2018,
10 and January 17, 2019 (“Statutory Enforcement Proceeding”), and (2) the criminal contempt
11 proceeding against Amru Abdalla, pursuant to A.R.S. § 12-864 (“Criminal Contempt
12 Proceeding”). This Stipulated Judgment supersedes and vacates the Judgment entered by the
13 Court in this matter on April 26, 2019.

14 **I. FINDINGS OF FACT**

15 **Parties**

16 1. Plaintiff is the State who is authorized to bring this action pursuant to the
17 Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to 44-1534 (collectively, the “CFA”).

18 2. Defendants Amru Abdalla, Emad Abdalla, and Bargain Moving conducted
19 business as a packing and moving company at 856 West Broadway Road in Mesa, Arizona.

20 3. Amru Abdalla and Amani Adam, husband and wife, are residents of Maricopa
21 County, Arizona. At all times material and relevant, Amru Abdalla acted on behalf of his and
22 Amani Adam’s marital community (“Amru Marital Community”). Amani Adam is named
23 solely for any interest that she may have in the Amru Marital Community.

24 4. Emad Abdalla and Aliaa Adam, husband and wife, are residents of
25 Maricopa County, Arizona. At all times material and relevant, Emad Abdalla acted on behalf

1 of his and Aliaa Adam’s marital community (“Emad Marital Community”). Aliaa Adam is
2 named solely for any interest that she may have in the Emad Marital Community.

3 5. Emad Abdalla incorporated Bargain Moving on or about August 12, 2016.

4 6. At all relevant times, Bargain Moving’s primary business was packing and
5 moving goods for consumers.

6 7. Emad Abdalla was an owner, manager, supervisor, and employee at Bargain
7 Moving from approximately August 12, 2016 until July 3, 2018.

8 8. Amru Abdalla was an owner, manager, supervisor, and employee at Bargain
9 Moving from approximately November 2016 until July 3, 2018.

10 **Procedural History**

11 9. On April 30, 2010, the State filed a lawsuit in the Maricopa County Superior
12 Court, in CV2010-013314, pursuant to the CFA, against Allstar Moving & Storage, Inc., d/b/a
13 Always Moving & Storage; Mohamed Elsayed and Jane Doe Elsayed; and Amru Abdalla and
14 Amani Adam, which was resolved with a consent judgment, with an effective date of
15 December 8, 2010 (the “2010 Judgment”).

16 10. The 2010 Judgment contains numerous injunctive provisions against Amru
17 Abdalla including, but not limited to, the following: (a) prohibitions from representing that the
18 moving company is bonded unless such representation is true and can be substantiated (2010
19 Judgment at 3 ¶ 9); (b) prohibitions from representing that the company uses “experienced”
20 employees or agents unless the representation can be substantiated (*Id.* at 3 ¶ 8); (c)
21 prohibitions from representing that the moving company is insured unless consumers will be
22 provided full reimbursement from a third-party insurer for damage incurred during a move (*Id.*
23 at 3 ¶ 10); and (d) requirements to provide consumers with written instructions for filing
24 reimbursement claims (*Id.* at 4 ¶ 14).

1 11. On November 4, 2014, the State filed a lawsuit in this matter, pursuant to the
2 CFA, against Allstars Movers and Storage Inc., a/k/a Allstar Moving & Storage, Inc., Always
3 Moving & Storage, Easymoveaz, Allstar Moving and Storage, Allstars Movers, Movers and a
4 Truck, and The Moving and Storage Company; Amru Abdalla and Emad Abdalla; Amani
5 Adam; and Aliaa Mahmoud Ali Adam (“2014 Lawsuit”).

6 12. The State resolved the 2014 Lawsuit when this Court entered the 2015
7 Judgment.

8 13. Defendant Amru Abdalla and Emad Abdalla both executed the 2015 Judgment
9 on July 27, 2015.

10 14. The Court signed the 2015 Judgment on August 6, 2015, the effective date of the
11 2015 Judgment.

12 15. On September 7, 2017, the State filed a Petition for Order to Show Cause re
13 Contempt as to Defendants Amru Abdalla, Emad Abdalla, and Bargain Moving in this matter.

14 16. On August 21, 2018, the Court entered a Stipulated Addendum to Consent
15 Judgment, which resolved the State’s civil contempt allegations regarding the failure to pay
16 the amounts owed to the State pursuant to the 2015 Judgment by Amru Abdalla, the Amru
17 Marital Community, Emad Abdalla, and the Emad Marital Community (“2018 Addendum”).

18 17. The 2018 Addendum incorporated all monetary judgments set forth in the 2015
19 Judgment, and replaced paragraph 20 of the 2015 Judgment with a new payment schedule.

20 18. On December 4, 5, and 6, 2018, and January 17, 2019, the Court heard the
21 State’s Statutory Enforcement Proceeding against Defendants, pursuant to A.R.S. § 44-1532,
22 regarding the State’s allegations that Defendants violated the terms of the 2015 Judgment. The
23 Court entered a Judgment regarding the Statutory Enforcement Proceeding on April 26, 2019,
24 which is superseded and vacated by this Stipulated Judgment.

1 **Defendants' Violations of the 2015 Judgment**

2 19. Page 10, paragraph 4 of the 2015 Judgment requires Defendants to comply with
3 the CFA. Defendants failed to comply with the CFA in the course of operating their moving
4 business.

5 20. Page 10, paragraph 5 of the 2015 Judgment requires Defendants, when
6 consumers call to obtain estimates, to disclose and explain all fees consumers would be
7 obligated to pay for Defendants' moving services. Page 11, paragraph 6 requires Defendants
8 to provide oral estimates of all fees they may require consumers to pay. Page 11, paragraph 7
9 requires Defendants, before beginning any moving services, to email or mail a written list of
10 all fees Defendants may require consumers to pay.

11 21. During an undercover call by the State, Defendants violated paragraphs 5 and 6
12 of the 2015 Judgment by failing to explain the specifics of a 19% fuel charge or to explain
13 other charges for moving materials.

14 22. Defendants violated paragraphs 5, 6, and 7 by failing to provide some consumers
15 with oral and written estimates of any and all fees that they may require consumers to pay for
16 their packing, moving, and/or storage services. Although Defendants did generally email
17 consumers a written list of fees, the email list sometimes did not fully and fairly disclose all
18 fees. In particular, Defendants often failed to fully and fairly disclose the full nature of the gas
19 or fuel fee.

20 23. Defendants routinely violated paragraphs 5, 6, and 7 by failing to fully and fairly
21 disclose to consumers that they typically charged a percentage of the total cost of the move as
22 the gas fee. In both oral and written estimates, Bargain Moving routinely failed to fully and
23 fairly disclose the nature of the gas fee and how it was charged.

24 24. Page 11, paragraph 8 of the 2015 Judgment requires Defendants to "post a
25 complete list of any and all fees that they may require consumers to pay for their packing,

1 moving, and/or storage services on Defendants’ website(s).” Defendants failed to disclose
2 fees for packing materials or to adequately disclose the gas fee or fuel fee on Bargain
3 Moving’s website in violation of paragraph 8.

4 25. Page 11, paragraph 9 of the 2015 Judgment prohibits Defendants from charging
5 for unearned fees. Defendants violated paragraph 9 by charging for unearned fees or fees for
6 work hours not performed.

7 26. Page 11, paragraph 10 of the 2015 Judgment prohibits Defendants from
8 requesting payment or collecting fees prior to completing their moving services and from
9 refusing to return a consumer’s property until after receiving payment. Defendants violated
10 paragraph 10, on at least one occasion, by demanding payment before completing the move.

11 27. Page 11, paragraph 11 of the 2015 Judgment prohibits Defendants from
12 representing that they are “bonded, licensed, and/or insured unless such representation is true
13 and can be substantiated.” Defendants violated this paragraph by representing in a number of
14 instances that they were bonded, licensed, or insured when this was not true.
15 Bargainmoving.net, the website for Bargain Moving, falsely stated that the company was
16 licensed. Defendants placed Craigslist advertisements that referred to the company as being
17 “licensed,” “bonded,” and/or “insured.” During an undercover call by the State, Bargain
18 Moving represented that it was licensed and insured.

19 28. Page 11, paragraph 12 of the 2015 Judgment prohibits Defendants from
20 representing that they are insured unless consumers are able to obtain full reimbursement from
21 a third-party insurer of the Defendants for damages and/or losses incurred as a result of the
22 Defendants’ actions in providing packing, moving, and/or storage services. Defendants
23 violated this paragraph by misrepresenting that they were insured when consumers were not
24 able to obtain full reimbursement from a third-party insurer for any damages or losses.

25 29. Page 11, paragraph 13 of the 2015 Judgment requires that, if Defendants choose

1 not to provide insurance for their services, they must provide notice to consumers at the time
2 moves are scheduled and obtain signatures of all consumers on a waiver prior to beginning the
3 move. Defendants violated this paragraph by failing to advise consumers that they do not have
4 insurance and failing to obtain signatures of consumers on insurance waivers.

5 30. Page 11, paragraph 14 of the 2015 Judgment requires Defendants, if they
6 represent they are insured or will provide reimbursement to consumers for damages caused by
7 Defendants, to do the following: (1) provide consumers with written instructions on how to
8 file a claim for reimbursement; (2) state all formal requirements for such claims to be
9 processed; (3) process claims within 10 calendar days; and (4) for all damages and/or losses
10 caused by Defendants, repair and pay the full costs of repair, or reimburse consumers for the
11 value of lost or damaged items, within 15 calendar days from the date of the claim.
12 Defendants violated this provision by omitting clear information on how to file claims for
13 reimbursements and providing only a general description of the claims procedure. Moreover,
14 the written claims material states that the customer must identify damaged property at the time
15 of the move. Obviously, a consumer may not know that property has been damaged at the
16 time of the move.

17 31. Page 12, paragraph 16 of the 2015 Judgment contains a two-year ban for Amru
18 Abdalla from engaging in the moving business; accepting payment; owning; operating;
19 holding an ownership interest, share, or stock in, or serving as a manager, supervisor, officer,
20 director, or an employee of any business entity engaged in the business of packing, moving, or
21 storage in Arizona or on behalf of any Arizona consumer. Amru Abdalla violated paragraph
22 16 by working in the moving business prior to July 27, 2017. Amru Abdalla began working in
23 the moving business no later than November 2016, well before the two-year term ended. The
24 two-year prohibition was clear and unambiguous and Amru Abdalla was, or should have been,
25 aware of this prohibition and violated it.

1 32. A consumer with the initials L.L. (“L.L.”) testified during the Statutory
2 Enforcement Proceeding about her move with Bargain Moving. Defendants violated the 2015
3 Judgment and CFA in connection with the services provided to L.L. by not orally disclosing
4 all fees, not providing a written list of all fees, demanding payment before the job was
5 completed and failing to disclose that they were uninsured. Additionally, Defendants violated
6 the CFA by subjecting L.L. to deceptive practices, including misrepresentations concerning
7 the size of the moving truck and the number of movers. Similarly, Bargain Moving damaged
8 L.L.’s furniture and did not compensate her as agreed.

9 33. Consumer A.G. testified during the Statutory Enforcement Proceeding about a
10 move with Bargain Moving. Defendants violated the 2015 Judgment and the CFA during
11 A.G.’s moving service because Defendants charged her for time not spent and failed to fully
12 and fairly disclose the gas fee.

13 34. Consumer H.S. testified during the Statutory Enforcement Proceeding about her
14 move with Bargain Moving. Defendants violated the 2015 Judgment and CFA in connection
15 with the services provided to H.S. by failing to provide an oral and written statement of all
16 charges, misrepresenting the existence of insurance coverage, failing to disclose the absence of
17 insurance coverage, and billing for time not spent on the move. In addition, Defendants
18 violated the 2015 Judgment and CFA by subjecting H.S. to deceptive and unfair practices,
19 including inaccurate estimates of the moving cost, overcharges for shrink wrap, and
20 unresolved damage to her furniture and piano.

21 **II. CONCLUSIONS OF LAW**

22 35. The Defendants’ actions, described in the Findings of Fact set forth above,
23 violate the orders and injunctions issued in the 2015 Judgment, pursuant to
24 A.R.S. §§ 44-1522 and 44-1532.

1 36. While engaging in the acts and practices alleged above, Defendants acted
2 willfully, as defined by A.R.S. § 44-1531(B).

3 **III. ORDER**

4 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

5 37. The “Effective Date” of this Stipulated Judgment means the date this Stipulated
6 Judgment is entered by the Court.

7 38. The terms set forth in the 2015 Judgment remain in effect and are incorporated
8 herein by this reference unless specifically amended in this Stipulated Judgment.

9 39. The terms set forth in the 2018 Addendum remain in effect and are incorporated
10 herein by this reference unless specifically amended in this Stipulated Judgment.

11 40. Defendants will comply with the CFA as it is currently written or as it may be
12 amended in the future.

13 41. Defendant Amru Abdalla is permanently enjoined, restrained, and prohibited
14 from doing any of the following in Arizona or on behalf of any person moving to or from
15 Arizona:

16 a. engaging in the business of and/or accepting payment for packing,
17 moving, and/or storage services for consumers;

18 b. owning, operating, holding an ownership interest, share or stock in, or
19 serving as a manager, supervisor, officer, director, trustee or employee of, or serving as
20 a consultant or independent contractor associated with, any company engaged, in whole
21 or in part, in the business of packing, moving, and/or storage for consumers.

22 42. Defendant Emad Abdalla is permanently enjoined, restrained, and prohibited
23 from doing any of the following on behalf of a company engaged, in whole or in part, in the
24 business of packing, moving, and/or storage in Arizona or on behalf of any person moving to
25 or from Arizona:

1 a. Employing Amru Abdalla, hiring Amru Abdalla, contracting with Amru
2 Abdalla, owning a company with Amru Abdalla, engaging Amru Abdalla's services,
3 and/or otherwise assisting Amru Abdalla to violate or circumvent paragraph 41 of this
4 Stipulated Judgment.

5 43. For any moving company in which Emad Abdalla is an owner, operator,
6 supervisor, or employee, Emad Abdalla is ordered to immediately implement a program to
7 ensure that he is in compliance with all of the provisions in the 2015 Judgment. Among other
8 things, all employees are to be provided a training program instructing them on, inter alia, the
9 terms of the 2015 Judgment ("Training Program").

10 44. Within 30 days of the Effective Date of this Stipulated Judgment, Emad Abdalla
11 shall implement the Training Program and complete it, or in the alternative, within 30 days of
12 the Effective Date of this Stipulated Judgment, submit an affidavit to the Attorney General's
13 Office and file the affidavit with the Court avowing that he is not an owner, operator,
14 supervisor, or employee of any moving companies. If Emad Abdalla files an affidavit
15 avowing that he is not an owner of, operator, supervisor, or employed at any moving company,
16 and subsequently begins owning, operating, supervising, or being employed at a moving
17 company, he must implement programs, including training programs, to ensure that the
18 moving company's employees regularly adhere to provisions of the 2015 Judgment. Within
19 10 calendar days of owning, operating, supervising or being employed at a moving company,
20 Emad Abdalla must implement and complete the Training Program with his employees and
21 submit an affidavit to the Attorney General's Office and file the affidavit with the Court
22 establishing that the program was in fact completed.

23 45. Defendants must disclose the fact that a gas or fuel fee is or may be charged and
24 how it is generally calculated on any company websites, any advertisements, and in verbal and
25 written estimates to consumers. Defendants must fully and fairly disclose the general manner

1 in which the gas or fuel fee is calculated and charged.

2 46. In particular, if Emad Abdalla continues to be an owner, operator, supervisor, or
3 employee of any moving company, Emad Abdalla must implement measures, within 30 days
4 of the Effective Date of this Stipulated Judgment, to fully and fairly disclose the nature of the
5 fuel charge and how it is calculated on all company websites, all advertisements, and in all
6 verbal and written estimates. Emad Abdalla must provide an affidavit explaining what has
7 been done to comply with this paragraph 46 of the Stipulated Judgment to the Attorney
8 General's Office within 30 days of the Effective Date of this Stipulated Judgment, and file it
9 with the Court.

10 47. If Emad Abdalla files an affidavit avowing that he is not an owner, operator,
11 supervisor, or employee of any moving company, in the event he begins owning, operating,
12 supervising, or being employed at a moving company, he must implement measures to fully
13 and fairly disclose the nature of the fuel charge and how it is calculated on all company
14 websites, all advertisements, and in all verbal and written estimates. Within 10 calendar days
15 of owning, operating, supervising, or being employed at a moving company, Emad Abdalla
16 must provide an affidavit, explaining what has been done to comply with this paragraph 47 of
17 the Stipulated Judgment to the Attorney General's Office and file it with the Court.

18 48. In the event Emad Abdalla fails to provide the Training Program when required,
19 fails to provide the aforementioned affidavits in a timely fashion, or further violates the 2015
20 Judgment, this failure will likely result in an order banning him from the moving and storage
21 business.

22 49. Defendants are prohibited from accepting non-refundable deposits at a moving,
23 packing, and/or storage company.

24 50. Emad Abdalla is ordered to comply with each and every provision of the 2015
25 Judgment and this Stipulated Judgment. Emad Abdalla is being provided an opportunity to

1 stay in business in this Stipulated Judgment; however, any further violations will not be
2 tolerated. Defendants need to adhere to what they agreed to. If the Attorney General’s Office
3 learns of further violations, a motion should be filed and the Court will try to set a hearing as
4 quickly as possible.

5 51. The payment awards set forth in this Stipulated Judgment are in addition to the
6 amounts Defendants currently owe pursuant to the 2015 Judgment.

7 52. Pursuant to A.R.S. § 44-1528(A)(2), the State is awarded judgment against
8 Amru Abdalla, Amru Abdalla’s marital community, Emad Abdalla, and Emad Abdalla’s
9 marital community, jointly and severally, in the amount of \$2,173, as restitution (“Statutory
10 Enforcement Proceeding Restitution”). The State shall deposit all Statutory Enforcement
11 Proceeding Restitution payments ordered herein into an interest-bearing consumer restitution
12 subaccount of the consumer restitution and remediation revolving fund, pursuant to A.R.S. §
13 44-1531.02(B), and distribute the amounts as follows: L.L. is to be paid \$899.98, A.G. is to be
14 paid \$347.43 and H.S. is to be paid \$926.02. In the event that any portion of the Statutory
15 Enforcement Proceeding Restitution cannot be distributed to the foregoing consumers, such
16 portion shall be treated as unexpended funds and deposited by the Attorney General’s Office
17 into the Consumer Protection—Consumer Fraud Revolving Fund pursuant to A.R.S. § 44-
18 1531.01.

19 53. The State is awarded judgment against Amru Abdalla, Amru Abdalla’s marital
20 community, Emad Abdalla, and Emad Abdalla’s marital community, jointly and severally,
21 pursuant to A.R.S. § 44-1534, in the amount of \$4,308.19, as the State’s costs to be paid as
22 part of the payment plan set forth in this Stipulated Judgment. The State shall deposit this
23 payment into the Consumer Protection—Consumer Fraud Revolving Fund pursuant to A.R.S.
24 § 44-1531.01.

1 54. The following payment plan will supersede and replace paragraph 5 of the 2018
2 Addendum (pp. 3–4):

3 a. Defendant Amru Abdalla, the Amru Marital Community, Emad Abdalla,
4 and the Emad Marital Community shall pay the entire Statutory Enforcement
5 Proceeding Restitution amount within 30 days of the date of the Effective Date of this
6 Stipulated Judgment.

7 b. Defendant Amru Abdalla and the Amru Marital Community will pay the
8 State the amounts owed pursuant to this Stipulated Judgment and the remaining balance
9 owed under the 2015 Judgment as follows:

10 i. From May 15, 2019 to August 15, 2019, and from June 15, 2020
11 until 120 months after the Effective Date, Amru Abdalla and the Amru Marital
12 Community will make monthly payments to the State, in the amount of \$500 per
13 month, on the 15th day of each month. From September 15, 2019 until May 15,
14 2020, Amru Abdalla and the Amru Marital Community will make monthly
15 payments to the State, in the amount of \$750, on the 15th day of each month.

16 ii. Upon the expiration of the 120 month period, starting May 15,
17 2019, the remaining balance is immediately due and owing. There will be no
18 prepayment penalty for early payments.

19 c. Defendant Emad Abdalla and the Emad Marital Community will pay the
20 State the amounts owed pursuant to this Stipulated Judgment and the remaining balance
21 owed under the 2015 Judgment as follows:

22 i. From May 15, 2019 to August 15, 2019, Emad Abdalla and the
23 Emad Marital Community will make monthly payments to the State, in the
24 amount of \$750 per month, on the 15th day of each month. From September 15,
25 2019 until May 15, 2020, Emad Abdalla and the Emad Marital Community will

1 make monthly payments to the State, in the amount of \$1,500, on the 15th day of
2 each month. Beginning on June 15, 2020, Emad Abdalla and the Emad Marital
3 Community will make monthly payments, in the amount of \$1,250, to the State
4 on the 15th day of each month until paid.

5 ii. There will be no prepayment penalty for early payments.

6 d. If all payments are made within 15 calendar days of the due date, the
7 judgment shall bear no additional interest or collection costs. If either Amru Abdalla or
8 Emad Abdalla fails to make a payment within 15 calendar days of the date it is due, that
9 Defendant will be deemed in default of his payment obligation. In the event of a
10 default of any payment obligation imposed by this Stipulated Judgment, and in addition
11 to any other relief or remedy elected or pursued by the State, all payments owed by the
12 defaulting Defendant shall be accelerated and immediately due and owing, plus interest
13 at a rate of 7% per annum from the Effective Date of this Stipulated Judgment, and
14 costs of collection less any amount previously paid.

15 e. In the event of a default of any payment obligation imposed by this
16 Stipulated Judgment, each defaulting Defendant agrees to submit to a sworn debtor's
17 examination at the Office of the Arizona Attorney General upon his receipt of notice
18 thereof.

19 f. Until the time at which Amru Abdalla, the Amru Marital Community,
20 Emad Abdalla, and the Emad Marital Community have paid the full amounts owed
21 under this Stipulated Judgment and the 2015 Judgment, they will notify the Office of
22 the Arizona Attorney General of the following:

23 i. Any change in their residence and mailing addresses, within 10
24 days of the date of such change;

25 ii. Any change in their name or use of any aliases or fictitious names.

1 55. Because Amru Abdalla and Emad Abdalla previously defaulted on their
2 payments under the 2010 and 2015 Judgments, Amru Abdalla currently owes the State interest
3 in the amount of \$74,383.24 and Emad Abdalla currently owes the State interest in the amount
4 of \$16,432.01 (“Default Interest”).

5 a. If, prior to July 16, 2021, Amru Abdalla and Emad Abdalla pay the entire
6 restitution amount owed according to the 2015 Judgment and this Stipulated Judgment,
7 then for every dollar that Amru Abdalla and Emad Abdalla have paid the State toward
8 restitution after April 15, 2019, the State will decrease the total amount of Default
9 Interest owed by one dollar, starting with Emad Abdalla’s portion of the Default
10 Interest owed.

11 56. Each payment required under the 2015 Judgment and this Stipulated Judgment,
12 shall be made by wire or by cashier’s check, payable to the Office of the Attorney General,
13 State of Arizona, and is to be delivered or mailed and postmarked, postage prepaid, to the
14 Attorney General’s Office, Consumer Protection and Advocacy Section, 2005 N. Central Ave.,
15 Phoenix, AZ 85004.

16 57. The State shall allocate payments received from Defendants pursuant to this
17 Stipulated Judgment and the 2015 Judgment first to the restitution award, then to the award for
18 costs, then to the civil penalty award, and then to interest.

19 58. Failure of Amru Abdalla or Emad Abdalla to pay the Statutory Enforcement
20 Proceeding Restitution within 15 days of the date that payment is due, will likely result in an
21 order prohibiting Defendants from continuing in the moving and storage business, at least until
22 the amount is paid. If there is a failure to pay, the Attorney General’s Office should file a
23 Motion with the Court asking for entry of such an order. Any response will be due ten days
24 thereafter. The Court will determine if a hearing needs to be set.

1 **General Terms**

2 59. This Stipulated Judgment constitutes a settlement of the State’s Statutory
3 Enforcement Proceeding against defendants Amru Abdalla, Emad Abdalla, and Bargain
4 Moving, as described in the Petition for Order to Show Cause, filed on September 7, 2017, and
5 the Revised Joint Report for Criminal and Statutory Contempt Proceeding, filed on June 12,
6 2018, and as heard by the Court during the Statutory Enforcement Proceeding.

7 60. This Stipulated Judgment also constitutes a settlement of the State’s Criminal
8 Contempt Proceeding, as described in the Petition for Order to Show Cause, filed on
9 September 7, 2017, and the Revised Joint Report for Criminal and Statutory Contempt
10 Proceeding, filed on June 12, 2018. Accordingly, the State and Amru Abdalla stipulate to
11 dismiss the criminal contempt proceeding.

12 61. Notwithstanding the foregoing, the State may institute an action or proceeding to
13 enforce the terms and provisions of this Stipulated Judgment, including the underlying 2010
14 Judgment, 2015 Judgment, and 2018 Addendum, and to take action based on future conduct by
15 Defendants.

16 62. Nothing in this Stipulated Judgment shall be construed as an approval by the
17 Attorney General, the State of Arizona, or any agency thereof, of Defendants’ actions or past,
18 present, or future business practices in Arizona, and Defendants are enjoined from directly or
19 indirectly representing anything to the contrary.

20 63. Defendants shall not participate directly or indirectly in any activity to form a
21 separate entity or corporation for the purpose of engaging in acts in Arizona that are prohibited
22 in this Stipulated Judgment or for any other purpose which would otherwise circumvent any
23 part of this Stipulated Judgment or the spirit or purposes of this Stipulated Judgment.

24 64. If any portion of this Stipulated Judgment is held invalid by operation of law, the
25 remaining terms shall not be affected and shall remain in full force and effect.

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

6 4. Bargain Moving, Inc. represents and warrants that Amru Abdalla, the person
7 signing below on behalf of Bargain Moving, Inc. is duly appointed and authorized to sign on
8 its behalf.

9 EXECUTED: April 22, 2019.

10 Emad Mohamed Hamdy Abdalla
11 Emad Mohamed Hamdy Abdalla

EXECUTED: April 22, 2019.

12 Aliaa Mahmoud Ali Adam
Aliaa Mahmoud Ali Adam

13 EXECUTED: April 22, 2019

14 Amru Mohamed Hamdy Abdalla
15 Amru Mohamed Hamdy Abdalla

EXECUTED: April 22, 2019.

16 Amani Adam
Amani Adam

17 EXECUTED: April 29, 2019.

18 Bargain Moving, Inc.

19 Amru Mohamed Hamdy Abdalla
20 Amru Mohamed Hamdy Abdalla

21 APPROVED AS TO FORM AND
22 CONTENT: April 29, 2019.

23 **Mark Brnovich**
24 **Attorney General**

25 Alyse C. Meislik
Alyse C. Meislik
Assistant Attorney General

eSignature Page 1 of 1

Filing ID: 10415824 Case Number: CV2014-013632
Original Filing ID: 10401822

Granted as Submitted



/S/ Timothy Thomason Date: 5/2/2019
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2014-013632

SIGNATURE DATE: 5/2/2019

E-FILING ID #: 10415824

FILED DATE: 5/3/2019 8:00:00 AM

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AMANI ADAM
NO ADDRESS ON RECORD

AMRU MOHAMED HAMDY ABDALLA
NO ADDRESS ON RECORD

BARGAIN MOVING INC
NO ADDRESS ON RECORD

EMAD MOHAMED HAMDY ABDALLA
NO ADDRESS ON RECORD

WITNESS
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