

DISTRICT COURT, ARAPAHOE COUNTY, COLORADO Court Address: 7325 S Potomac St, Centennial, CO, 80112	DATE FILED: September 11, 2016 11:46 AM CASE NUMBER: 2015CV32600 <p style="text-align: center;">⚠ COURT USE ONLY ⚠</p>
Plaintiff(s) STATE OF COLORADO et al. v. Defendant(s) COUNTY LINE VACUUM APPLIANCE INC et al.	
Order: FINAL CONSENT JUDGMENT	

Case Number: 2015CV32600
 Division: 21 Courtroom:

The motion/proposed order attached hereto: GRANTED.

Issue Date: 9/11/2016



JOHN LAWRENCE WHEELER
 District Court Judge

<p>DISTRICT COURT, COUNTY OF ARAPAHOE, STATE OF COLORADO 7325 S. Potomac St. Centennial, Colorado 80112</p> <hr/> <p>STATE OF COLORADO, ex rel. CYNTHIA H. COFFMAN, ATTORNEY GENERAL</p> <p>Plaintiff,</p> <p>v.</p> <p>COUNTY LINE VACUUM & APPLIANCE, INC. DBA AAAA TELEVISION ELECTRONIC VACUUM & APPLIANCE and MUHAMMED MURIB, AND OMAR MURIB, INDIVIDUALLY</p> <p>Defendants.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>CYNTHIA H. COFFMAN, Attorney General JAY B. SIMONSON, 24077* First Assistant Attorney General JEFFREY M. LEAKE, 38338 JOHN FEENEY-COYLE, 44970* Assistant Attorneys General Ralph L. Carr Judicial Center 1300 Broadway, 10th Floor Denver, CO 80203 jeffrey.leake@state.co.us Telephone: (720) 508-6000 FAX: (720) 508-6040 *Counsel of Record</p>	<p>Case No. 2015CV032600 Div.: 21</p>
<p>FINAL CONSENT JUDGMENT</p>	

This matter is before the Court on the parties' Stipulation for Entry of a Final Consent Judgment ("Stipulation"). The Court has reviewed the Stipulation and the Complaint and is otherwise advised in the grounds therefore. The Court concludes that good cause has been shown for entering this Final Consent Judgment.

Accordingly, IT IS ORDERED that:

I. GENERAL PROVISIONS

1.1 Scope of Final Consent Judgment. The injunctive provisions of this Final Consent Judgment are entered pursuant to the Colorado Consumer Protection Act, §§ 6-1-101, *et seq.* C.R.S. (“CCPA”). This Final Consent Judgment shall apply to DEFENDANTS COUNTY LINE VACUUM & APPLIANCE, INC. DBA AAAA TELEVISION ELECTRONIC VACUUM APPLIANCE, MUHAMMED MURIB, INDIVIDUALLY, and OMAR MURIB, INDIVIDUALLY (hereinafter, “DEFENDANTS”) and any person under the direction or control of any DEFENDANT including, but not limited to, any principals, officers, directors, agents, employees, representatives, successors, affiliates, subsidiaries, contractors, and assigns, who have received actual notice of this Court’s Order.

1.2 Release of Claims. The State of Colorado, *ex rel.* Cynthia H. Coffman, Attorney General, (hereinafter, the “STATE”), acknowledges by its execution hereof that this Final Consent Judgment constitutes a complete settlement and release of all claims under the CCPA on behalf of the STATE against DEFENDANTS, their owners, employees and former employees, with respect to all claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been asserted under the CCPA in the Complaint, that arose prior to this date and relating to or based upon the acts or practices which are the subject of the Complaint filed in this action. The STATE agrees that it shall not proceed with or institute any civil action or proceeding under the CCPA against DEFENDANTS, including, but not limited to, an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorneys’ fees, or costs, for any conduct or practice prior to the date of entry of this Final Consent Judgment which relates to the subject matter of the Complaint filed in this action.

1.3 Preservation of Law Enforcement Action. Nothing herein precludes the STATE from enforcing the provisions of this Final Consent Judgment, or from pursuing any law enforcement action under the CCPA with respect to the acts or practices of DEFENDANTS not covered by this lawsuit and Final Consent Judgment or any acts or practices of DEFENDANTS conducted after the entry of this Final Consent Judgment.

1.4 Compliance with and Application of State Law. Nothing herein relieves DEFENDANTS of their duty to comply with applicable laws of the State of Colorado nor constitutes authorization by the STATE for DEFENDANTS to engage in acts and practices prohibited by such laws. This Final Consent Judgment shall be governed by the laws of the State of Colorado.

1.5 Non-Approval of Conduct. Nothing herein constitutes approval by the STATE of DEFENDANTS' past or future business practices. DEFENDANTS shall not make any representation contrary to this paragraph.

1.6 Preservation of Private Claims and Relation to Private Settlements. Unless otherwise noted, nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any person against DEFENDANTS with respect to the acts and practices covered by this Final Consent Judgment.

1.7 Use of Settlement as Defense. Nothing herein shall be interpreted to prevent the STATE from taking enforcement action to address conduct occurring after the entry of this Final Consent Judgment that the STATE believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Final Consent Judgment shall not be a defense to any such enforcement action.

1.8 Use of Settlement in Business Activity. Under no circumstances shall this Final Consent Judgment or the name of the Attorney General or any of the STATE's employees or representatives be used by DEFENDANTS or any of their employees, representatives, or agents in conjunction with any marketing or other business activity, including in responses to consumer complaints or as an endorsement of any conduct, past or present, by DEFENDANTS. A violation of this paragraph constitutes a knowing and willful violation of this Final Consent Judgment.

1.9 Retention of Jurisdiction. This Court shall retain jurisdiction over this matter for the purpose of enabling any party to this Final Consent Judgment to apply to the Court at any time for any further orders which may be necessary or appropriate for the construction, modification or execution of this Final Consent Judgment, and for the enforcement of compliance herewith and the punishment of violations hereof.

1.10 Contempt. The parties understand and agree that a finding of any violation of any term or provision of this Final Consent Judgment may give rise to all contempt remedies available to the Court, including those provided under C.R.S § 6-1-112(1)(b).

1.11 Execution in Counterparts. This Final Consent Judgment may be executed in counterparts.

1.12 Severability. If any provision(s) of this Final Consent Judgment is held to be invalid, illegal, unenforceable or in conflict with the law of any

jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1.13 Successors in Interest. The terms and provisions of this Final Consent Judgment may be enforced by the current Colorado Attorney General, and by any of her duly authorized agents or representatives, as well as by any of her successors in interest, and by any of his successors in interest's agents or representatives.

1.14 Amendment. This Final Consent Judgment may be amended solely by written agreement signed by the STATE and DEFENDANTS.

1.15 Notice. Any notices sent to DEFENDANTS pursuant to this Final Consent Judgment shall be sent to

Muhammed Murib
1869 Aquamarine Ct
Castle Rock CO 80108

Omar Murib
c/o Muhammed Murib
1869 Aquamarine Ct
Castle Rock CO 80108

Muhammed Murib and Omar Murib shall notify the STATE within 30 days of moving, should their personal addresses change until the State's judgment and judgment lien shall be deemed satisfied and released.

II. DEFINITIONS

Unless otherwise stated herein, all terms herein that are defined in the CCPA shall be given the definition provided by the CCPA.

III. PERMANENT INJUNCTION

3.1 Effective immediately, this Court PERMANENTLY ENJOINS DEFENDANTS and any other person under their control or at their direction who receives actual notice of this Order from:

- a) Engaging in the commercial repair, service, or maintenance of consumer goods, including, but not limited to; soliciting consumer goods for repair, service, or maintenance; accepting consumer goods for repair, service or maintenance from outside sources; and actually repairing, servicing or performing maintenance of consumer goods.
- b) Disparaging repairable items for purposes of making a sale. In the event that a consumer contacts DEFENDANTS in response to prior repair-related advertisements, DEFENDANTS shall inform the consumer that they no longer engage in repair, and shall not make statements about whether the item can or should be repaired. DEFENDANTS may offer consumers a replacement item for sale, or may offer a trade-in credit towards purchase of a replacement item.
- c) Advertising any form of consumer goods repair, service or maintenance, including, but not limited to “in-home” television repair, television repair, projector repair, audio or stereo repair, vacuum repair, sewing machine repair, and any form of consumer electronic repair. Existing signage currently affixed to the outside of the AAAA TEVA storefront is excluded from this provision, but shall not be replaced, with newer signage which references repair.
- d) Additionally, when making a sales transaction involving any type of electronic consumer goods, DEFENDANTS shall maintain a 30 day return policy where the consumer states that they have received the wrong item by providing refunds, or allowing for exchanges

IV. MONETARY PROVISIONS

4.1 This Court orders DEFENDANT MUHAMMED MURIB to pay an amount of \$400,000 to the Colorado Department of Law and surrender three company vehicles that were originally seized as part of the initial Asset Freeze in this case.

4.2 DEFENDANT MUHAMMED MURIB shall make a payment of \$200,000 by check to the Colorado Department of Law within 48 hours of Court approval of this Consent Judgment.

- a) The payment shall be paid by DEFENDANT MUHAMMED MURIB to the Colorado Department of Law to be held, along with any interest thereon, in trust for the benefit of the consumer protection section, to be used in the Attorney General’s sole discretion for consumer restitution, to reimburse the state of Colorado for its reasonable costs and attorney fees,

and for future consumer education, consumer fraud and antitrust enforcement efforts under C.R.S. § 6-1-110(1).

b) The check payment described in §4.2 shall be made payable to the Colorado Department of Law with a reference to “*State v. County Line Vacuum & Appliance dba AAAA TEVA et. al*” and shall be delivered to:

Mechele Clark, Program Assistant
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 7th Floor
Denver, Colorado 80203

4.3 The State shall place a no interest judgment lien in the amount of \$200,000, without objection by the DEFENDANTS, or the trustees of the Muhammed and Falak Murib Living Trust (Muhammed Murib and Falak Murib), on real property owned by the MUHAMMED AND FALAK MURIB LIVING TRUST located at:

LOT 52 BLOCK 1 MAHER RANCH FILING 1 0.249 AM/L
also known as:
1869 Aquamarine Court, Castle Rock CO 80108

a) The State’s judgment and judgment lien shall be deemed satisfied, and shall be released, only upon payment of \$200,000 to the Colorado Department of Law in addition to the \$200,000 set forth in § 4.2.

b) In the event that the subject property is sold, assigned or transferred by DEFENDANTS, DEFENDANTS shall pay the amount of \$200,000 to the Colorado Department of Law, regardless of the status of the lien, or the amount of the sale, or the amount of the remaining proceeds, at the time of closing, transfer or assignment.

c) DEFENDANTS shall not encumber the subject property, or allow the subject property to be encumbered by any lien which may take priority to the State’s judgment lien on subject property, without first satisfying the State’s judgment lien.

d) DEFENDANTS shall not object to the revival of the judgment lien on the subject property at any time.

e) DEFENDANTS shall inform the Colorado Department of Law, Consumer Protection Section of any pending sale, transfer or assignment

of the subject property, and verify the preferred method of payment of the \$200,000.

f) Defendants will fully disclose the existence of the lien and the terms set forth in §4.3 to all parties involved in any potential sale of the subject property.

g) The proceeds from the satisfaction of the judgment lien shall be paid to the Colorado Department of Law to be held, along with any interest thereon, in trust for the benefit of the consumer protection section, to be used in the Attorney General's sole discretion for consumer restitution, to reimburse the state of Colorado for its reasonable costs and attorney fees, and for future consumer education, consumer fraud and antitrust enforcement, consumer education, or public welfare purposes

4.4 The Court orders that DEFENDANTS shall surrender the following three (3) vehicles ("surrendered vehicles") to the Colorado Department of Law within 48 hours of Court approval of this Consent Judgment.

1. White, 2014, Mercedes Sprinter, VIN: WD3PE8DC3E5858652.
Colorado license plate number: 761QKN.

2. White, 2014, Mercedes Sprinter, VIN: WD3PE8DC9E5870045.
Colorado license plate number: 333QKR.

3. White, 2014, Mercedes Sprinter, VIN: WD3PE8DC3E5887455
Colorado license plate number: 229QLO

a. The surrendered vehicles are to be sold and the proceeds from the sale are to be held, along with any interest thereon, in trust for the benefit of the consumer protection section, to be used in the Attorney General's sole discretion for consumer restitution, to reimburse the state of Colorado for its reasonable costs and attorney fees, and for future consumer education, consumer fraud and antitrust enforcement efforts under C.R.S. § 6-1-110(1).

b. DEFENDANTS shall cooperate with the Attorney General regarding all specific requirements related to the transfer of the surrendered vehicles to the State, including time and location of transfer, and handover of title to the State.

V. REPRESENTATIONS AND WARRANTIES

5.1 Except as expressly provided in this Final Consent Judgment, nothing in this Final Consent Judgment shall be construed as relieving DEFENDANTS of their respective obligations to comply with all state and federal laws, regulations or rules, or granting permission to engage in any acts or practices prohibited by such law, regulation or rule.

5.2 DEFENDANTS acknowledge that they have thoroughly reviewed this Final Consent Judgment with their counsel, that they understand and agree to its terms, and that they agree that it shall be entered as an Order of this Court.

5.3 Each of the non-Court signatories to this Final Consent Judgment warrants and represents that he or she has authority to agree to this Consent Judgment on behalf of the specified parties.

VI. MONITORING FOR COMPLIANCE

6.1 The Attorney General has the right to test shop any store owned by DEFENDANTS' for the purpose of confirming compliance with this Final Consent Judgment and Colorado law. The test shoppers are not required to disclose that they are representatives of the Colorado Attorney General's Office when making contact with DEFENDANTS. Contact with DEFENDANTS may be initiated by phone, or through in-store test shopping. DEFENDANTS agree that the Colorado Attorney General's Office may record any or all aspects of its solicitations or visits to DEFENDANTS' store(s) in audio or video form without notice to DEFENDANTS. DEFENDANTS agree to void any sale that is commenced by a test shopper and return any monies paid by a test shopper upon notification that it was test shopping conducted by the Colorado Attorney General's Office.

6.2 Upon receipt of reasonable notice, DEFENDANTS agree to cooperate with any contempt or other proceeding arising out of this Final Consent Judgment. Such cooperation includes:

- a. Producing documents, records, electronic records, or any other tangible things in response to a subpoena, Rule 69 discovery, or other written request issued by the STATE; and
- b. Accepting a subpoena to appear from the STATE without need for formal service.

VII. VIOLATIONS OF CONSENT JUDGMENT

7.1 Any knowing violation of any injunctive term of this Consent Judgment shall constitute contempt of this Court.

7.2 A violation of any provision in Section III, Permanent Injunction, by any DEFENDANT, who reasonably knew, or should have known, that they were violating the Consent Judgment, shall subject that DEFENDANT to a \$500,000 fine.

7.3 In any action brought by the STATE to enforce this Final Consent Judgment, DEFENDANTS consent to personal and subject matter jurisdiction in the District Court, Count of Arapahoe, Colorado.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated this ____ day of _____, 2016.

Judge John L. Wheeler
Arapahoe County District Court

ORIGINAL SIGNATURE PAGES OF THE PARTIES ARE ATTACHED AS
“ATTACHMENT A”