

STATE OF TEXAS,

Plaintiff

v.

MOHAMED BAKR; ABUNDANT  
RETAIL, INC. d.b.a. HI FLAMEZ

Defendants

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

193RD JUDICIAL DISTRICT

**AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION AS TO MOHAMED BAKR; and ABUNDANT RETAIL, INC. d.b.a. HI FLAMEZ**

Plaintiff, State of Texas and Defendants MOHAMED BAKR and ABUNDANT RETAIL, INC. d.b.a. HI FLAMEZ (“Defendants”), announce to the Court that all matters of fact and things in controversy between them have been fully and finally compromised and settled and present to the Court this Agreed Final Judgment and Permanent Injunction (“Agreed Judgment”), which the parties named above (“Parties”) request be entered by the Court.

**I. STIPULATIONS**

1.1 **Stipulations.** By their duly authorized signatures, the Parties stipulate to the Court the following:

- a. The Parties have read and understand the terms of this Agreed Judgment.
- b. The Parties have had an opportunity to confer with counsel.
- c. The Parties agree to the terms of this Agreed Judgment.
- d. The Parties have waived all rights of appeal from this Agreed Judgment.
- e. The Parties actively participated in the negotiations leading up to this

Agreed Judgment.

f. The Parties are aware of the duties placed upon them by this Agreed Judgment and are desirous and capable of carrying out those duties in full.

g. The Parties acknowledge receipt of copies of this Agreed Judgment and have full and actual notice of the terms of this Agreed Judgment.

h. The Parties acknowledge that the issuance and service of a writ of injunction are waived.

i. The Parties acknowledge that the terms of this agreement are sufficiently detailed and specific to be enforceable by the Court in conformance with the Texas Rule of Civil Procedure 683.

j. The Parties acknowledge that this Agreed Judgment represents a compromise and settlement of all matters arising out of facts and causes of action alleged, or that could have been alleged, known or unknown, by the State of Texas in this cause.

k. Pursuant to their agreement, the Parties submit to the jurisdiction of the Court and do not contest the entry of this Agreed Judgment.

l. The Parties agree that the State may take all action it reasonably believes necessary to determine Defendants' compliance with this Agreed Judgment.

## 1.2 Definitions

a. "Defendants" shall mean Mohamed Bakr and Abundant Retail, Inc. d.b.a. Hi Flamez.

b. "Parties" means the Plaintiff and Defendants, and "Party" means Plaintiff or any one of the Defendants as applicable.

c. "Controlled Substance" means a substance, including a drug, an adulterant, and a diluent, listed in Schedules 1 through V or Penalty Groups 1, 1-A, or 2 through 4 in Chapter 481 of the Texas Health & Safety Code (Texas Controlled Substances Act). The

term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance, as defined in Tex. Health & Safety Code §481.002(5). This term does not include tobacco.

d. "Controlled Substance Analogue" means (A) a substance with a chemical structure substantially similar to the chemical structure of a Controlled Substance in Schedule I or Schedule II or Penalty Group 1, 1-A, 2, or 2-A; or (b) a substance specifically designed to produce an effect substantially similar to, or greater than, the effect of a Controlled Substance in Schedule I or II or Penalty Group 1, 1-A, 2, or 2-A as defined in Tex. Health & Safety Code § 481.002(6).

e. "Sell" and "sale" include offer for sale, advertise for sale, expose for sale, keep for the purpose of sale, deliver for or after sale, solicit and offer to buy, and every disposition for value.

## II. FINDINGS

2.1 **Findings.** The Court, upon having read the pleadings, the stipulations of the Parties, and after being fully advised in this matter, finds as follows:

a. The Court finds that all Parties agree to the entry of this Agreed Judgment and have approved its entry by their duly-authorized signatures below.

b. The Court has jurisdiction over the Parties and subject matter of this suit.

c. The settlement of this dispute is fair, reasonable, and just.

d. It would be in the best interests of the Parties for the Court to approve the settlement and render the Agreed Judgment accordingly.

2.2 Based on these findings, and having heard and considered the representations made by the Parties, the Court finds that there is good cause to issue the agreed permanent injunction and grant all other relief as set forth in this Agreed Judgment.

### III. PERMANENT INJUNCTION

3.1 **IT IS ORDERED** that Defendants and their officers, agents, servants, employees, and any other person or entity in active concert or participation with them—whether acting directly or through any corporation, company, partnership, trust, entity, subsidiary, division, or other device—who receive actual notice of this Agreed Judgment order by personal service or otherwise, are hereby PERMANENTLY ENJOINED from engaging in the following conduct as of the **Effective Date of this Agreed Judgment**:

a. Selling or offering for sale controlled substances on Defendants' premises including but not limited to synthetic substances containing fluoro-AMB, fluoro-ADB, and MAB-CHIMINACA;

b. Manufacturing, purchasing, delivering, offering for sale, holding, selling, or giving away any products containing controlled substances or synthetic cannabinoids, including but not limited to synthetic substances containing fluoro-AMB, fluoro-ADB, and MAB-CHIMINACA;

c. Manufacturing, purchasing, delivering, offering for sale, holding, selling, or giving away any product that is labeled "not for human consumption" or words to that effect when the purpose of the product is for consumers to inhale, ingest, or introduce the product into the human body to mimic the effects of controlled substances;

d. Manufacturing, purchasing, delivering, offering for sale, holding, selling, or giving away any product that is intended for human consumption and contains deceptive labeling that falsely implies the product is legal when it is not;

e. Representing, directly or indirectly, that goods have characteristics, ingredients, uses, or benefits, which they do not have by advertising, offering to sell, or selling any products labeled household products, such as potpourri, incense, or bath slats, when the products contain

synthetic substances that mimic the effects of drugs and/or controlled substances;

f. Offering for sale or selling products intended to serve as alternatives to controlled substances to stimulate, sedate, or cause hallucinations or euphoria when introduced into the body, such as through inhalation or ingestion; and

g. Causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods by advertising, offering to sell, or selling any products with synthetic substances that mimic the effects of controlled substances.

#### IV. MONETARY PENALTIES

4.1 **IT IS FURTHER ORDERED** that Plaintiff, the State of Texas, shall have judgment against Defendants, Mohamed Bakr, Individually and Abundant Retail, Inc. d.b.a. Hi Flamez, jointly and severally, in the amount of Thirty Thousand Dollars (\$30,000.00) as civil penalties. It is further Ordered that this civil penalty is for a governmental unit and is not compensation for actual pecuniary loss.

4.2 **IT IS FURTHER ORDERED** that The State of Texas shall have judgement against Defendants, Mohamed Bakr, Individually and Abundant Retail, Inc. d.b.a. Hi Flamez, jointly and severally in the amount of Ten Thousand Dollars (\$10,000.00) as reasonable and necessary attorneys' fees and investigation costs incurred by the Office of the Attorney general under Texas Government Code section 402.006(c).

4.3 **IT IS FURTHER ORDERED** that, as agreed by and between the parties, Defendants, jointly and severally shall pay the total sum of the judgments for civil penalties and attorneys' fees awarded in the Judgment being Forty Thousand Dollars (\$40,000.00), to the State by paying Four Thousand Dollars (\$4,000.00) on the effective date of this judgment, and beginning the first day of the month following the entry of this Judgment installments of at least One Thousand Dollars (\$1,000.00), and continuing consecutively on the same date of every

Defendants shall make T.H./R.D

month thereafter until paid in full. payment pursuant to this Judgment via company check or money order payable to the Attorney General of Texas and delivered to Office of Attorney General, Accounting Division, 300 W. 15<sup>th</sup> St., MC-003, Austin, TX 78701 and referencing AG # CX4215708815. In the event the Defendants do not pay an installment payment due by the specified date, interest will accrue on the delinquent amount at the rate of ten percent (10%) per annum.

## V. DEFAULT

5.1 **Default.** If Defendants Mohamed Bakr, Individually and Abundant Retail, Inc. d.b.a. Hi Flamez violate any provision in Section III and Section IV of this Agreed Judgment, then Defendants will be in default of this Agreed Judgment. If Defendants Mohamed Bakr, Individually and Abundant Retail, Inc. d.b.a. Hi Flamez fail to reasonably cooperate with the State of Texas as required by this Agreed Judgment, then Defendants will be in default.

5.2 **Notice.** If the State believes that Defendants Mohamed Bakr, Individually and Abundant Retail, Inc. d.b.a. Hi Flamez is in default of this Agreed Judgment as specified in paragraph 5.1, the State shall provide the Defendants, and their respective counsel of record, written notice of the circumstances of which the State believes constitutes a default. The Defendant(s) will have fifteen (15) days to either provide the State with documentation that no such default occurred or cure such default and provide the state with written documentation that said default has been cured.

5.3 **Other Remedies.** In the case of default, the State has a right to enforce this Agreed Judgment as may be provided by law, including, but not limited to, contempt proceedings, or any other proceedings the State may initiate to enforce this Agreed Judgment.

5.4 **Determination.** If the State files a contempt proceeding or other legal proceeding, pursuant to which the Court determines that a Defendant has violated the terms of

this Agreed Judgment, such determination shall constitute a finding that said Defendant is in default of this Agreed Judgment.

## VI. GENERAL PROVISIONS

6.1 **Enforcement.** The State may institute an action or proceeding to enforce the terms and provisions of this Agreed Judgment or to take action based on future conduct by the Defendants. Jurisdiction is retained for the purpose of enabling any party to this Agreed Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Agreed Judgment, for the enforcement and compliance herewith, and for the pursuit of the appropriate remedies for violations hereof.

6.2 **Preservation of Law Enforcement Action.** Nothing herein precludes the State from enforcing the provisions of this Agreed Judgment, or from pursuing any law enforcement action with respect to any unrelated acts or practices of Defendants not covered by this Agreed Judgment or any acts or practices conducted after the Effective Date of this Agreed Judgment.

6.3 **Compliance with Application of State Law.** Nothing in this Agreed Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State. Accordingly, nothing herein relieves Defendants of their continuing duty to comply with applicable laws of the State or constitutes authorization by the State for Defendants to engage in acts and practices prohibited by such laws. This Agreed Judgment shall be governed by the laws of the State of Texas.

6.4 ~~Third Parties.~~ This Agreed Judgment is not intended to grant or limit any legal rights or remedies of any nature of any third party. This Agreed Judgment may not be relied upon by third parties to assert or defend any rights or remedies they might have or pursue. This

Agreed Judgment shall not affect the rights of the Defendants to retain or renew any existing licenses or to apply for or be granted new licenses.

6.5 **Non-Admission.** This Agreed Judgment shall not be construed as, or deemed to be evidence of, an admission or concession on the part of Defendants of any liability or wrongdoing. This Agreed Judgment is not intended to grant or limit any legal rights or remedies of any nature of any third party. This Agreed Judgment may not be relied upon by third parties to assert or defend any rights or remedies they might have or pursue. The Parties enter this Agreed Judgment and Permanent Injunction for the sole purpose of avoiding the burden of litigation.

6.6 **Past and Future Practices.** Nothing herein constitutes approval or acquiescence by the State of Defendants' past practices, current efforts to reform their practices, or any future practices which Defendants may adopt or consider adopting. The State's decision to settle this matter or to other unilaterally limit current or future enforcement action does not constitute approval or imply authorization for any past, present, or future business practice.

6.7 **No Change to Substantive Rights.** Nothing herein shall be construed to waive, modify or change any substantive rights of other persons or entities against Defendants or of Defendants against other persons or entities with respect to the acts and practices covered by this Judgment.

6.8 **Assessment of Court Costs.** The Parties shall bear their own costs.

6.9 **Post-Judgment Interest.** Upon default of this Agreement by the Defendants, post-judgment interest shall be five percent (5%) simple interest, and shall accrue from the date that the State provides written notice pursuant to paragraph 5.2.

6.10 **Notice.** All notices required by this Agreed Judgment shall be sent by certified or registered mail, returned receipt request, postage prepaid, fax, or by hand delivery to:



**If to the STATE:**

PATRICIA STEIN  
Assistant Attorney General  
Office of the Attorney General  
Consumer Protection Division  
1412 Main St., Suite 810  
Dallas, TX 75202  
Telephone (214) 290-8816  
Facsimile (214) 969-7615

**If to the DEFENDANTS:**

MOHAMED BAKR  
6347 Lake Bluff Drive  
Dallas, TX 75249-3015

With a copy to:

THOMAS HOWERY  
Mathur Law Offices  
2989 N. Stemmons Freeway, Suite 1000  
Dallas, TX 75247  
Telephone (214) 378-8880  
Facsimile (214) 378-8890

6.11 **Effective Date.** The date this Agreed Judgment is signed by the Court.

6.12 **Finality.** This Agreed Judgment and Permanent Injunction fully and finally resolves all disputes between the Parties through the Effective Date of this Agreed Judgment and Permanent Injunction. After signing by the Court, this Agreed Judgment constitutes a final judgment and is not appealable. All relief not expressly granted herein is denied.

SIGNED this 3<sup>rd</sup> day of October, 2017

  
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JUDGE PRESIDING

**APPROVED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:**

KEN PAXTON  
Attorney General of Texas

JEFFREY C. MATEER  
First Assistant Attorney General

BRANTLEY STARR  
Deputy First Assistant Attorney General

JAMES E. DAVIS  
Deputy Attorney General for Civil Litigation

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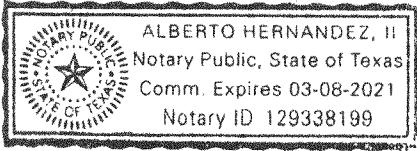
**ATTORNEYS FOR DEFENDANTS**

**MOHAMED BAKR & ABUNDANT RETAIL, INC. d.b.a. HI FLAMEZ**

  
MOHAMED BAKR

By: Mohamed Bakr (name)

SUBSCRIBED AND SWORN TO BEFORE ME on this 25 day of Sept., 2017, to certify which  
witness my hand and official seal.



*[Handwritten Signature]*

NOTARY PUBLIC IN AND FOR THE STATE OF

TEXAS

My Commission Expires 03-08-2021

\* *Mohamed Bakr*

ABUNDANT RETAIL INC. d.b.a. HI FLAMEZ

By: Mohamed Bakr (name)  
President (title)

SUBSCRIBED AND SWORN TO BEFORE ME on this 25 day of September, 2017, to certify which witness my hand and official seal.

*[Handwritten Signature]*

NOTARY PUBLIC IN AND FOR THE STATE OF

TEXAS

My Commission Expires 03-08-2021

