STATE OF NORTH CAROLINA	IN THE GENERAL COURT OF JUSTIC
COUNTY OF WAKE	SUPERIOR COURT DIVISION FILE NO. 12CVS008435
STATE OF NORTH CAROLINA excrel ROY COOPER, Attorney General,	2))
Plaintiff,))
v.) CONSENT) TEMPORARY RESTRAINING) ORDER
MCMILLIAN PROPERTIES, LLC AND BRADLEY MCMILLIAN))
Defendants.)

THIS CAUSE came on before the undersigned Superior Court Judge on the plaintiff
State of North Carolina ex rel Roy Cooper, Attorney General's Motion for the entry of a
Temporary Restraining Order pursuant to N.C.G.S. § 75-11 and Rule 65 of the North Carolina
Rules of Civil Procedure. Plaintiff alleges that defendants McMillian Properties, LLC, and
Bradley McMillian engaged in unfair or deceptive business practices in violation of N.C.G.S. §
75-1.1 by taking advance payments from consumers for the purchase of manufactured homes and
failing to provide the homes or to provide refunds to the consumers. While defendants deny
liability as alleged, and nothing contained herein shall be construed as an admission by either
defendant of any of the allegations set forth in the underlying Complaint filed in this matter on
June 13, 2012, defendants consent to the entry of this Consent Temporary Restraining Order
until this matter can come on for hearing of plaintiff's Motion for Preliminary Injunction.

It appears to this Court that defendants McMillian Properties, LLC, and Bradley McMillian have consented to the entry of this Temporary Restraining Order, and, therefore,

IT IS THEREFORE ORDERED with the consent of the parties, that pending a hearing on plaintiff's Motion for Preliminary Injunction, defendants, their trustees, agents, officers, employees, and persons acting in concert with them are temporarily enjoined from:

- (a) Accepting new orders or any advance payment for manufactured homes from consumers unless defendants have given satisfactory proof to plaintiff that all current outstanding orders have either been filled in a manner satisfactory to the consumer or consumers who placed those orders have been refunded in full;
- (b) To the extent all outstanding orders have either been filled or refunded in full, accepting advance payments or deposits for a manufactured home prior to the time defendants have possession and title for the home that can be transferred to purchaser simultaneously upon receipt of payment;
- (c) Maintaining, or continuing to maintain, a website or any links to a website to advertise the sale of manufactured homes in North Carolina that inaccurately represents the current condition of the home;
- (d) Engaging in the advertising and sale of manufactured homes in North Carolina that have structural damage, mold, use insulation that does not meet the requirements for this zone, or are otherwise uninhabitable;
- (e) Representing to consumers that repairs will be made to the homes, unless defendants actually make the repairs as represented and can show prior substantiation for making such representations;
- (f) Providing consumers with an estimated delivery date or agreeing to a delivery date requested by the consumer, unless defendants are certain that the home can be delivered on that date and can show prior substantiation for providing such a timeframe;

- (g) Making inaccurate statements or misleading consumers regarding the purchase and delivery of a manufactured home, including but not limited to, the condition of the home, the availability of the home, the date the home will be delivered, or any other aspect related to the purchase of the home;
- (h) Destroying, transferring, concealing, altering or removing from the possession and control of defendants, their agents, employees, and persons acting in concert with them any financial records, customer contracts, correspondence, business records, and other documents of defendants; and
- (i) Transferring, withdrawing, concealing, or encumbering any of defendant McMillian Properties LLC's assets without permission of the Court; provided, that permission shall not be required if the plaintiff agrees in writing to the expenditures.

IT IS FURTHER ORDERED that this Temporary Restraining Order shall stay in effect until this Court can hear plaintiff's Motion for Preliminary Injunction on July 9, 2012 at 10:00 a.m. in Courtroom 10-C in the Wake County Courthouse.

Superior Court Judge

WE CONSENT: ROY COOPER ATTORNEY GENERAL

Harriet F. Worley

Assistant Attorney General

Bradley McMillian

Robert O. Crawford, III,

Counsel for Bradley McMillian

McMillian Properties, L.L.C.

Bradley McMillian,

Manager

Robert O. Crawford, III,

Counsel for McMillian Properties, LLC.

CERTIFICATE OF SERVICE

I do hereby certify that I have this day served the foregoing CONSENT TEMPORARY RESTRAINING ORDER by depositing a copy in the U.S. Mail, first class postage prepaid, and addressed to:

Robert O. Crawford, III, Esq.
Counsel for Bradley McMillian and McMillian Properties, LLC
6500 Creedmoor Road, Suite 104
Raleigh, NC 27613

This the 44 day of 4, 2012.

Harriet F. Worley

Assistant Attorney General

N.C. Department of Justice

Consumer Protection Division

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