

FILED

STATE OF NORTH CAROLINA

2018 DEC 13 AM 10:20

WAKE COUNTY

WAKE CO., C.S.C.

STATE OF NORTH CAROLINA *ex rel.*

JOSHUA H. STEIN, Attorney General,

Plaintiff,

v.

SCOTT L. LACEY, individually, d/b/a  
SCOTTS TREE SERVICE; RANDY L.  
SHANNON JR., individually; STEPHEN J.  
LOMBARDI, individually; AMY R.  
LOMBARDI a/k/a AMY R. PAULK,  
individually; and GOLDBERG &  
DONOVAN, INC.,

Defendants.

IN THE GENERAL COURT OF JUSTICE

SUPERIOR COURT DIVISION

NO. 18 CV 012726

**PRELIMINARY INJUNCTION  
AGAINST SCOTT L. LACEY,  
individually, d/b/a Scotts Tree Service,  
and RANDY L. SHANNON JR.,  
individually**

**THIS MATTER** came on to be heard and was heard by the undersigned Superior Court Judge presiding at the December 3, 2018, civil session of Wake County Superior Court upon plaintiff State of North Carolina's application, under N.C. Gen. Stat. § 75-14, for a Preliminary Injunction against defendants SCOTT L. LACEY, individually, d/b/a Scotts Tree Service, and RANDY L. SHANNON JR., individually (together, "these defendants"). A Temporary Restraining Order against these defendants was extended, with the consent of the parties, by this Court on October 2, 2018. The original TRO was entered on October 18, 2018.

These defendants appeared through counsel at the preliminary injunction hearing and have been properly served with notice of the complaint and this hearing. After considering the complaint, the exhibits and affidavits attached thereto, additional affidavits supplied by the parties, witness testimony, and the parties' arguments, the Court finds and concludes that (1) the State is likely to prevail on the merits in this action against these defendants for price gouging under N.C.

Gen. Stat. § 75-38 and engaging in unfair and deceptive trade practices under N.C. Gen. Stat. § 75-1.1, and (2) that entry of this Preliminary Injunction is necessary to prevent irreparable harm to the State pending final resolution of this cause.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:**

1. That defendants Scott L. Lacey d/b/a Scotts Tree Service and defendant Randy L. Shannon, Jr., together with their agents, employees, representatives, subcontractors, successors and assigns (hereinafter “these defendants”), are preliminarily enjoined, under N.C. Gen. Stat. § 75-14, from:

- i. engaging in unfair or deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1, including but not limited to: (a) engaging in a bait-and-switch plan or scheme whereby defendants offer to do tree work at one price, but then submit a bill to the property owner for a much higher price not agreed upon, (b) obtaining a property owner’s signature on an invoice or statement of work that does not contain price information, later filling in price information on an invoice or statement of work that is higher than the price the property owner agreed to, and submitting such invoice or statement of work to the property owner and/or insurer, and (c) hiring or otherwise engaging a collection agency to collect debts in North Carolina that does not possess the permit to do so as required by N.C. Gen. Stat. § 58-70-1;
- ii. engaging in price gouging in violation of N.C. Gen. Stat. § 75-38;
- iii. advertising, offering, soliciting, or entering into contracts for any tree or bush trimming or removal services, debris removal, or storm damage recovery or restoration services in North Carolina;

- iv. performing or providing any tree or bush trimming or removal services, debris removal, or storm damage recovery or restoration services in North Carolina;
- v. destroying, removing, transferring, erasing, or otherwise disposing of any business or financial records relating to defendants' businesses, including but not limited to any business or financial records relating to monies obtained from any North Carolina consumer; and
- vi. attempting to obtain, obtaining, or receiving payment for any work these defendants have done in North Carolina from Sept. 7, 2018 until the date that this Order expires. Provided, these defendants may receive payment from customers who do not object, and whose insurance company does not object, if applicable, to paying the defendants for services rendered on or after September 7, 2018. The parties shall meet and confer as to the mechanism for determining which customers and/or insurers do not object.

DATE: 12.5.18

  
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Hon. Allen Baddour  
SUPERIOR COURT JUDGE