

STATE OF NORTH CAROLINA
WAKE COUNTY

FILED

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
NO. _____

STATE OF NORTH CAROLINA ~~2018~~ 28 A) 11:59
JOSHUA H. STEIN, Attorney General,

Plaintiff,

v.

ALVA WILSON LEWIS, a/k/a AL LEWIS,
Individually, and d/b/a A1 TREE & STORM
RELIEF, and A1 TREE AND STORM
DAMAGE RELIEF, and BIG AL & SONS
TREE SERVICE,

Defendant.

WAKE CO., N.C.

COMPLAINT

**MOTION FOR TEMPORARY
RESTRAINING ORDER**

**MOTION FOR PRELIMINARY
INJUNCTION**

INTRODUCTION

This is an action brought by the State of North Carolina to enforce its laws against price gouging during a state of emergency and against unfair and deceptive trade practices.

Plaintiff State of North Carolina, *ex rel.* Joshua H. Stein, Attorney General (the “State”), brings this case against defendant Alva Wilson Lewis, also known as Al Lewis, individually, and doing business as “A1 Tree & Storm Relief,” “A1 Tree and Storm Damage Relief,” and “Big Al and & Sons Tree Service” (“Defendant”), alleging that Defendant, or persons acting under his direction or control or with his approval, (1) charged a homeowner an excessive amount for tree removal services during the state of emergency existing in the wake of Hurricane Florence and (2) made various false and deceptive representations aimed at inducing the homeowner to pay an inflated price to which she otherwise would not have agreed. These actions violated North Carolina’s prohibition on price gouging during a state of emergency, N.C. Gen. Stat. § 75-38, and its Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.* The State seeks

temporary, preliminary, and permanent injunctive relief against Defendant, together with restitution, civil penalties, attorneys' fees, and other relief.

PARTIES

1. The State of North Carolina, acting on the relation of its Attorney General, Joshua H. Stein, brings this action pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

2. Defendant Alva Wilson Lewis, also known as Al Lewis, engages in the tree cutting and removal business as "A1 Tree & Storm Relief," "A1 Tree and Storm Damage Relief," and "Big Al & Sons Tree Service." Upon information and belief, he resides at 257 Briggstown Road, Lexington, North Carolina.

JURISDICTION AND VENUE

3. The Court has subject matter jurisdiction pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15 because the acts or practices alleged herein are in or affecting commerce in North Carolina.

4. The Court has personal jurisdiction over Defendant because his acts or practices, and those done by persons acting under his direction or control or with his approval, alleged herein occurred in the State of North Carolina.

5. Venue is proper in Wake County pursuant to the Attorney General's selection under N.C. Gen. Stat. § 75-14.

FACTUAL ALLEGATIONS

6. On September 7, 2018, North Carolina Governor Roy Cooper declared a state of emergency because Hurricane Florence's approach from the Atlantic Ocean posed an "imminent threat" to North Carolina. (State's Exhibit 1, incorporated by reference) The declaration, which

covered the entire state, specifically noted that North Carolina's price gouging statute, N.C. Gen. Stat. § 75-38, was in effect. That declaration remains in effect as of the filing of this action.

7. Notwithstanding that the price gouging statute was triggered, Defendant, and persons acting under his direction or control or with his approval, traveled from Davidson County, North Carolina, to coastal North Carolina and engaged in one or more acts or practices in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1, as set forth below.

8. On the morning of September 19, 2018, Anne T. Smith, a homeowner and resident of Wilmington, North Carolina, in New Hanover County, sought quotes from local contractors for removal of trees, but was unable to get any. Also on that morning, a man who identified himself as "Jeff" (and later as Jeff Lewis), acting at all times under Defendant's direction or control or with his approval, approached Smith in her front yard and asked if she wanted to have some trees cut down. (Affidavit of Anne T. Smith, State's Exhibit 2, incorporated by reference)

9. Jeff presented a business card identifying the business as "A1 Tree & Storm Relief" and stating that it was "Fully Insured" and "Bonded" and a "Certified Arborist." The business card gave two telephone numbers for the company: (336) 225-4516 and (336) 235-9403. (Attachment 1 to Smith's affidavit, State's Exhibit 2)

10. Defendant, and the names under which he does business, "A1 Tree & Storm Relief," "A1 Tree and Storm Damage Relief," and "Big Al & Sons Tree Service" are one and the same. None of these business entities are registered with the North Carolina Secretary of State's Office. The Facebook page entitled "A1 Tree and Storm Damage Relief" contains a picture of a truck with "Big Al & Sons Tree Service" on the side in large letters, along with both of the telephone numbers (including the area code) shown on the "A1 Tree & Storm Relief" business card handed to Smith. Another photograph on this Facebook page shows a truck with "Big Al &

Sons Tree Service” emblazoned on the side, along with both of the telephone numbers (minus the area code) that are shown on the “A1 Tree & Storm Relief” business card provided to Smith. Another photograph from that same Facebook page shows telephone numbers for “A1 Tree and Storm Damage Relief” that also match those on the “Big Al & Sons Tree Service” trucks and the business card. In addition, the URL for the “A1 Tree and Storm Relief” Facebook page is <https://www.facebook.com/BigAlAndSons>. (Affidavit of Maria Harkley, State’s Exhibit 3, Attachment 2, incorporated by reference.)

11. A Facebook profile for “Alva Lewis” reflects that he is “Owner at Big Al and Sons Tree Service.” (Attachment 1 to Harkley affidavit, State’s Exhibit 3)

12. In 2015 the Better Business Bureau (“BBB”) publicly named Big Al & Sons Tree Service as one of its “Dirty Dozen” worst businesses in central North Carolina. (Affidavit of Kevin Hinterberger, State’s Exhibit 4, incorporated by reference.) The BBB received numerous complaints against Big Al & Sons Tree Service, to which the company did not respond. On information and belief, it was sometime after Big Al & Sons Tree Service was named to the “Dirty Dozen” list that Defendant began doing business as “A1 Tree & Storm Relief” and/or “A1 Tree and Storm Damage Relief.” The BBB subsequently issued an alert stating, “Please note that as of May 25, 2017 BBB has reason to believe Big Al & Sons Tree Service also goes by the name A1 Tree and Storm Damage.” (Hinterberger affidavit, State’s Exhibit 4)

13. The Consumer Protection Division of the North Carolina Attorney General’s Office has also received several complaints regarding Defendant’s tree removal business, two of which are attached. Defendant did not respond to these complaints. (Attachment 4 to Harkley affidavit, State’s Exhibit 3)

14. The representation that A1 Tree & Storm Relief is a certified arborist is false.
(Harkley affidavit, State's Exhibit 3)

15. Upon information and belief, A1 Tree & Storm Relief is not fully insured and bonded on September 19, 2018.

16. In reliance on the information on the business card that Jeff handed Smith, which represented the company as a legitimate business with the appropriate qualifications and consumer protections, Smith said "Yes" when Jeff asked whether she wanted any tree work done. She then pointed out three trees for removal. Two were in the front yard: one had lost a limb and was cracked, the other was in essence a large shrub that had overgrown. The third tree, which was in the backyard, had a limb from a neighbor's tree leaning on it. After inspecting the trees, Jeff offered that he and his crew would do the work for \$4,000.00.

17. Then, after going into the neighbor's yard to further inspect the limb leaning against Smith's backyard tree, Jeff doubled his asking price to \$8,000.00 but eventually said he would settle for \$7,000.00, and Smith agreed to \$7,000.00. Based on Jeff's representation that they would cut down the trees and take the debris to the street for \$7,000.00, Smith agreed and authorized them to do the work.

18. When Smith paused after hearing the higher quote, Jeff assured her that her homeowner's insurance company would reimburse her and that he would write a receipt especially for that purpose.

19. As shown below, the representation that Defendant d/b/a A1 Tree & Storm Relief would charge Smith \$7,000.00 for the work was false.

20. The representation that insurance would cover the work was also false.

21. After work had begun, Jeff pointed out two overgrown shrubs or bushes in the backyard to Smith and said that the crew could remove them as well. She remarked, "Sure, that would be great," and Jeff said he would remove them. No addition to the negotiated price was discussed.

22. During the course of removing the three trees and the bushy area, about 10 workers were on the job for about 3.5 hours in total. One of them operated a Bobcat on the property for about 30 minutes.

23. Over the course of the day, the crew also did work for Smith's neighbors. One of those neighbors obtained a business card from A1 Tree & Storm Relief that had handwritten on the back, "Jeff and Sissy owners[,] 9-19-18[,] ALVA LEWIS[,] MULB. TREE." (Attachment 2 to Smith Affidavit, State's Exhibit 2)

24. There was one woman on Defendant's work crew, and she introduced herself to Smith as Sissy.

25. There was a young man on Defendant's work crew who served as a tree climber and was called Alex. Upon information and belief, this man is Alex Lewis, Defendant's son.

26. When the work was completed, Jeff presented Smith with a written, itemized bill totaling \$12,000.00, which was broken down into the following amounts: \$5,000.00 for cutting down and removing the trees and bushes (a sum further broken down into five individual \$1,000.00 charges); \$4,000.00 for "Bobcat work," and \$2,000.00 for "10 guys work." The name "Jeffery" appears in the "salesperson" box. (Attachment 3 to Smith's Affidavit, State's Exhibit 2)

27. Smith was taken aback by the \$12,000.00 bill since she had agreed to \$7,000.00. She told Jeff that \$12,000.00 was not the amount agreed. Jeff replied that his crew had done a lot of work and some of it was dangerous.

28. Jeff instructed Smith to make the check out to “Alva Lewis.”

29. At no point during the work on Smith’s property did Jeff or anyone else state to Smith that there would be any additional charges above and beyond the \$7,000.00 agreed to for the entire job. There was never any indication—until Smith received the bill—of extra charges for the Bobcat, labor, or removing the bushes Jeff volunteered to remove.

30. Jeff told Smith not to worry about the high bill because her insurance would reimburse her.

31. Jeff’s assurance that Smith’s insurance would cover the \$12,000 job is false.

32. Smith felt like there was no choice but to pay the bill and therefore wrote Jeff a check for \$12,000.00 made out to “Alva Lewis,” as instructed.

33. Once the check was provided, the crew quickly left the scene. Shortly thereafter, a man from Defendant’s crew, acting under Defendant’s direction or control or with his approval, came back and approached Smith’s front door. He told her that, to make depositing the payment easier with the bank, he would need two checks for \$6,000.00 each. He returned the \$12,000.00 check, and Smith provided two checks for \$6,000.00 each. As instructed, she made these new checks out to “Alva Lewis.”

34. The man then gave Smith a receipt, also for \$12,000.00, which he said should be presented to her insurance company. This receipt stated: “Removed 2 large and dangerous trees over building and fence - A) Magnolia B) Maple,” “all brush and wood to roadside,” and “*Hurricane Florence*.” The name “Jeffery” again appears in the “salesperson” box. (Attachment 4 to Smith’s affidavit, Exhibit 2)

35. By the morning of Friday, September 21, 2018, Smith had concluded that the price she paid for the work was excessive. She therefore instructed her bank to stop payment on one of

the \$6,000.00 checks. She did not stop payment on the other because she felt that \$6,000.00 was a more reasonable price for the work than \$12,000.00.

36. On the evening of Sunday, September 23, 2018, Jeff appeared at Smith's door. After making sure her male next-door neighbor was in front of his house and within view, Smith answered the door. Jeff asked if there was a problem with the checks, and she told him that she had paid them way too much and that the other \$6,000.00 check was good. Gesturing to a white pickup parked in the street, Jeff said that he would tell "him," and then departed. During this interaction, Jeff identified himself as "Jeff Lewis."

37. The tree removal services at issue in this case were used as a direct result of an emergency and were used to preserve and protect the homeowner's property, life, safety and/or economic well-being.

38. Upon information and belief, the demand for payment, and receipt of payment in the amount of \$12,000.00, for the tree removal services described above were made with the knowledge and intent to charge an unreasonably excessive price under the circumstances.

39. Upon information and belief, Defendant, and persons acting under his direction or control or with his approval, traveled from Davidson County to New Hanover County for the purpose of offering to provide, and providing, tree removal services at unreasonably excessive prices under the circumstances.

40. Upon information and belief, Defendant has a pattern of targeting areas hit by severe storms, including out-of-state in Florida and Georgia. (Attachment 3 to Harkley's affidavit, State's Exhibit 3)

41. A standard pay range for a reasonably qualified crew member for a regular tree removal job is in the range of \$90.00 to \$100.00 per worker hour. All equipment used on the job

is included in that price, unless a crane must be rented. For an out-of-town emergency project in North Carolina, the standard charge would likely double or triple (depending on the circumstances and danger of the job) to address longer working hours, such as on evenings and weekends, and higher costs for taking care of a crew out of town. (Affidavit of Basil Camu, State's Exhibit 5, incorporated by reference.)

42. At a competitive out-of-town emergency rate, the cost to Smith for the services provided should have been in the range of \$3,915.00 to \$6,450.00. (Affidavit of Basil Camu, State's Exhibit 5)

CLAIMS FOR RELIEF

**CLAIM I: PRICE GOUGING
N.C. GEN. STAT. § 75-38**

43. The State incorporates by reference the preceding allegations, and alleges that the aforesaid acts, practices, representations, and omissions violate North Carolina's price gouging law, N.C. Gen. Stat. § 75-38.

44. The aforesaid demand for payment, and receipt of payment, in the amount of \$12,000.00, for the services described above was made with the knowledge and intent to charge for necessary services at an unreasonably excessive price under the circumstances.

**CLAIM II
UNFAIR AND DECEPTIVE TRADE PRACTICES
N.C. GEN. STAT. § 75-1.1**

45. The State incorporates by reference the preceding allegations, and alleges that the aforesaid false or deceptive representations violate the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*

46. The “bait-and-switch” plan or scheme by which Smith was lured with a \$4,000.00 quote for the tree removal services, but then switched the quote to \$7,000.00, constitutes an unfair or deceptive act or practice in violation of N.C. Gen. Stat. § 75-1.1.

47. The further “bait-and-switch” plan or scheme by which Smith was lured to agree to a \$7,000.00 price for the tree removal services, but then at the completion of work presented with an invoice for \$12,000.00, constitutes an unfair or deceptive act or practice in violation of N.C. Gen. Stat. § 75-1.1.

48. Defendant, and persons acting under his direction or control or with his approval, further violated N.C. Gen. Stat. § 75-1.1 by falsely representing that their company was fully insured, bonded, and a certified arborist, representations Smith reasonably relied upon when she agreed to procure the tree removal services.

**REQUEST FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY
INJUNCTION UNDER N.C. GEN. STAT. § 75-14**

49. The State incorporates by reference the preceding paragraphs.

50. In light of the evidence that Defendant engaged in price gouging and unfair and deceptive practices as set forth in this complaint and the attached affidavits, the State requests that he, and persons acting under his direction or control or with his approval, be enjoined immediately as set forth in detail in paragraph 52 of this complaint.

51. Unless Defendant is restrained and enjoined, they will continue to violate North Carolina law and to financially harm citizens of North Carolina who need substantial assistance to recover from Hurricane Florence.

PRAYER FOR RELIEF

WHEREFORE, THE STATE PRAYS THE COURT for the following relief:

52. That Defendant, together with his agents, employees, representatives, successors and assigns, and any persons acting in concert with Defendant, be temporarily restrained, 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 the acts and practices listed above;
- ii. engaging in price gouging in violation of N.C. Gen. Stat. § 75-38;
- iii. advertising, offering, soliciting, or entering into contracts, or receiving payment 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 Defendant's businesses, including but not limited to any business or financial records relating to monies obtained from any North Carolina consumer; and
- vi. transferring, withdrawing, concealing, disposing, or encumbering any of Defendant' assets without permission of the Court.

2. That Defendant be required to produce the following records no later than three days prior to the preliminary injunction hearing or within ten days of entry of a temporary restraining order, whichever is sooner:

- i. A verified list of the names and addresses of all North Carolina consumers to whom Defendant, or those acting under his direction or control or with his approval, has provided products or services since January 1, 2012, together with

an individualized accounting of all payments received from each such consumer.

- ii. The name and address of every bank at which Defendant maintains deposit, checking, or other accounts, along with the account number for each such account, a statement of the current monetary balance in each such account, and a copy of the most recent bank statement for each such account.
- iii. A current balance sheet and the most recent profit and loss statement for each business Defendant, or those acting under his direction or control or with his approval, operates in North Carolina or which provides products or services to North Carolina consumers.

53. That the Court schedule a hearing within ten days to determine whether the Temporary Restraining Order, or some reasonable modification thereof, should not be continued in the form of a Preliminary Injunction pending the final adjudication of this cause;

54. That upon final adjudication of this cause, the terms of the Preliminary Injunction continue in the form of a Permanent Injunction, pursuant to N.C. Gen. Stat. § 75-14;

55. That Defendant be ordered, pursuant to N.C. Gen. Stat. §§ 75-15.1 and 75-38, to pay restitution to Smith due to Defendant's unlawful acts and practices;

56. That the Court cancel the contract between Defendant, or those acting under his direction or control or with his approval, and Smith for payment of \$7,000.00 and order that Defendant restore to Smith all funds obtained from her, under N.C. Gen. Stat. § 75-15.1;

57. That the State recover civil penalties of \$5,000.00 from Defendant for each instance of price gouging and each unfair and deceptive trade practice found by the Court, pursuant to N.C. Gen. Stat. § 75-15.2;

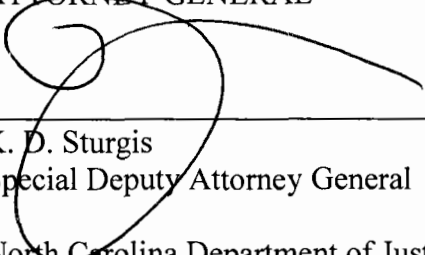
58. That Defendant be ordered to reimburse the State for its attorneys' fees and litigation expenses in this action, pursuant to N.C. Gen. Stat. § 75-16.1;

59. That the costs of this action be taxed to Defendant.

60. That the State be granted such other and further relief as to the Court seems just and appropriate.

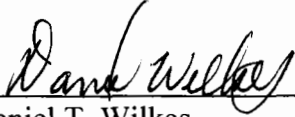
Respectfully submitted, this the 28th day of September, 2018.

JOSHUA H. STEIN
ATTORNEY GENERAL



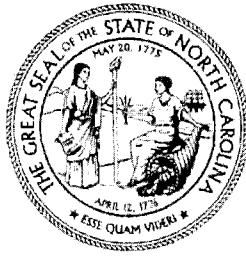
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State of North Carolina

ROY COOPER
GOVERNOR

September 7, 2018

EXECUTIVE ORDER NO. 51

DECLARATION OF A STATE OF EMERGENCY

BY THE GOVERNOR OF THE STATE OF NORTH CAROLINA

WHEREAS, the State of North Carolina is under imminent threat from Tropical Storm Florence, which has the potential to make landfall next week; and

WHEREAS, it is expected that the people of North Carolina in the storm's path will be exposed to a substantial risk of injury or death; and

WHEREAS, it is expected that the tropical storm will cause significant damage to public and private property and may seriously disrupt essential utility services and systems; and

WHEREAS, the potential impacts from Tropical Storm Florence constitute a state of emergency as defined in N.C. Gen. Stat. § 166A-19.3(19); and

WHEREAS, certain measures are necessary to ensure the protection and safety of North Carolina residents and coordinate the emergency response among state and local entities and officials; and

WHEREAS, N.C. Gen. Stat. §§ 166A-19.10 and 166A-19.20 authorize the Governor to declare a state of emergency and exercise the powers and duties set forth therein to direct and aid in the response to, recovery from, and mitigation against emergencies.

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED**:

Section 1.

I hereby declare that a state of emergency, as defined in N.C. Gen. Stat. §§ 166A-19.3(6) and 166A-19.3(19), exists in the State of North Carolina.

The emergency area, as defined in N.C. Gen. Stat. §§ 166A-19.3(7) and 166A-19.20(b), is the State of North Carolina. ("the Emergency Area").

Section 2.

I order all state and local government entities and agencies to cooperate in the implementation of the provisions of this declaration and the provisions of the North Carolina Emergency Operations Plan ("the Plan").



Section 3.

I delegate to Erik A. Hooks, the Secretary of the North Carolina Department of Public Safety, or his designee, all power and authority granted to and required of me by Article 1A of Chapter 166A of the North Carolina General Statutes for the purpose of implementing the Plan and deploying the State Emergency Response Team to take the appropriate actions necessary to promote and secure the safety and protection of the populace in North Carolina.

Section 4.

Further, Secretary Hooks, as Chief Coordinating Officer for the State of North Carolina, shall exercise the powers prescribed in N.C. Gen. Stat. § 143B-602.

Section 5.

I further direct Secretary Hooks or his designee to seek assistance from any and all agencies of the United States Government as may be needed to meet the emergency and seek reimbursement for costs incurred by the State in responding to this emergency.

Section 6.

I hereby order that this declaration be: (1) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (2) promptly filed with the Secretary of the North Carolina Department of Public Safety, the Secretary of State, and the superior court clerks in the counties to which it applies, unless the circumstances of the state of emergency would prevent or impede this; and (3) distributed to others as necessary to ensure proper implementation of this declaration.

Section 7.

This declaration does not prohibit or restrict lawfully possessed firearms or ammunition or impose any limitation on the consumption, transportation, sale or purchase of alcoholic beverages as provided in N.C. Gen. Stat. § 166A-19.30(c).

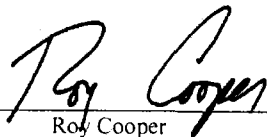
Section 8.

Pursuant to N.C. Gen. Stat. § 166A-19.23, this declaration triggers the prohibition against excessive pricing as provided in N.C. Gen. Stat. §§ 75-37 and 75-38 in the Emergency Area.

Section 9.

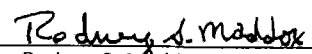
This declaration is effective immediately and shall remain in effect until rescinded.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 7th day of September in the year of our Lord two thousand and eighteen.



Roy Cooper
Governor

ATTEST:



Rodney S. Maddox
Chief Deputy Secretary of State



STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
NO. _____

STATE OF NORTH CAROLINA *ex rel.*)
JOSHUA H. STEIN, Attorney General,)
)
Plaintiff,)
)
v.)
)
ALVA WILSON LEWIS, a/k/a AL LEWIS,)
Individually, and d/b/a BIG AL & SONS)
TREE SERVICE, A1 TREE & STORM)
RELIEF, and A1 TREE AND STORM)
DAMAGE RELIEF; and JOHN DOES 1-15,)
)
Defendants.

**AFFIDAVIT OF
Anne T. Smith**

I, Anne T. Smith, being first duly sworn, depose and say:

1. I am an adult over eighteen years old and am competent to make this affidavit of my own free will, and state facts within my personal knowledge.

2. I am a resident of New Hanover County and live at 210 Keaton Ave. in Wilmington, North Carolina.

3. On September 19, 2018, I sought quotes from local contractors for removal of trees but was unable to get any.

4. On that morning, a man who identified himself as Jeff approached me while I was in my front yard. Jeff appeared to be in his 50s, had salt and pepper hair, and was very slightly built. He said he was in the neighborhood providing tree services and asked if I wanted to have any trees cut down. He presented a business card identifying the business he was with as "A1 Tree & Storm Relief." The business card stated that the company was "Fully Insured" and "Bonded" and was a "Certified Arborist." (**Attachment 1 to Ex. 2**)



5. After seeing this professional looking business card, and believing that I was protected because the company was bonded and insured and held an arborist certification, I felt comfortable dealing with the company. I replied that I did need tree work done and then pointed out three trees for removal: two in the front yard (one was a sycamore and the other was essentially a large, overgrown shrub) and a magnolia in the back. The magnolia had a branch that had fallen from a neighbor's maple tree leaning on it.

6. In 2017, I was quoted by another tree service \$2,000 to remove the magnolia.

7. After inspecting the trees, Jeff offered to cut and remove the trees for \$4,000, including removal of large debris.

8. Jeff and I then went into the neighbor's backyard to get a better view of my magnolia with the maple branch leaning on it. After seeing the magnolia from this angle, Jeff said that its removal and the removal of the fallen maple branch would be more difficult and dangerous than anticipated. The magnolia (and the maple branch) was near but not touching a fence and shed. Jeff then said the whole job would cost \$8,000.00 rather than \$4,000.00. He also assured me that my homeowner's insurance would reimburse me and that he would write a bill specifically for that purpose.

9. After I did not immediately agree, Jeff said he would agree to \$7,000.00 for all the work. Based on Jeff's representation that his company was a bonded, insured arborist and would cut down the three trees, remove the maple branch, and take the large debris to the street for \$7,000.00, I agreed and authorized them to do the work.

10. Around this time, I offered to call my insurance company to verify that the work would be covered and to request that an adjuster come out. Jeff said not to do that then but rather to wait and do it later.

11. After work had begun, Jeff pointed out two overgrown, bushy shrubs in the backyard and said that the crew could remove them as well. I said, "sure, that would be great." Jeff said he would but did not mention any additional fee, so I assumed he would remove them as a gesture given that the crew was already there and I was going to pay \$7,000.

12. During the course of their work on my property (including removing the maple branch leaning over from my neighbor's property), about 10 workers were doing work on my property for about 3.5 hours in total. One of the workers operated a small Bobcat machine on the property for about 30 minutes.

13. Over the course of the day, the crew did work for some of my neighbors. One of those neighbors obtained a business card, which he later gave to me, from A1 Tree & Storm Relief that had handwritten on the back, "Jeff and Sissy owners[,] 9-19-18[,] ALVA LEWIS[,] MULB. TREE." (**Attachment 2 to Ex. 2**)

14. The one woman on the work crew introduced herself to me as Sissy.

15. I also remember a young man who was one of the tree climbers went by the name Alex.

16. When the work was satisfactorily completed, Jeff presented me with a bill totaling \$12,000.00, which was broken down into: \$5,000.00 for cutting down and removal of the trees and bushes (further broken down into five individual \$1,000.00 charges); \$4,000.00 for "Bobcat work," and \$2,000.00 for "10 guys work." (**Attachment 3 to Ex. 2**) At no point did Jeff or anyone else mention additional charges for the Bobcat or labor above and beyond the \$7,000.00 quoted for the entire job.

17. I was immediately taken aback by the \$12,000.00 bill because I had agreed to pay only \$7,000.00. I told Jeff that we never agreed to \$12,000.00. Jeff replied that they had done a

lot of work and some of it was dangerous. He again reassured me that my homeowner's insurance would reimburse me for the charges.

18. Jeff instructed me to make the check out to "Alva Lewis."

19. Although I was concerned that insurance would probably not cover the charges, I felt in the moment that I did not have any other choice but to pay what was asked.

20. Once the check was provided, the crew quickly left my property. Shortly thereafter, a man from the crew came back and went to my front door. He told said that, to make depositing the payment easier with the bank, he would need two checks for \$6,000.00 each. He returned the \$12,000.00 check, and I wrote him two checks for \$6,000.00 each. As instructed by this man, I made these new checks out to "Alva Lewis."

21. He then gave me a new receipt, also for \$12,000.00, which he said should be presented to my insurance company. (**Attachment 4 to Exhibit 2**) This second receipt stated: "Removed 2 large and dangerous trees over building and fence - A) Magnolia B) Maple," "all brush and wood to roadside," and "**Hurricane Florence*."

22. By the morning of Friday, September 21, 2018, I realized that I had paid far too much for the work and that the bills were for an amount far in excess of the agreed upon price. I therefore instructed my bank to stop payment on one of the \$6,000.00 checks. I did not stop payment on the other check because I felt that \$6,000.00 was a more reasonable price for the work than \$12,000.00.

23. On the evening of Sunday, September 23, 2018, Jeff appeared at my door. I was frightened so I only answered the door after making sure my male next-door neighbor was also in the front of his house. Jeff asked if there was a problem with the check, and I told him that I had paid them way too much and that the other \$6,000.00 check was good. Gesturing to a white pickup

truck parking in the street, Jeff said that he would tell "him," and then departed. During this interaction, Jeff identified himself as "Jeffery Lewis."

24. At this time there seems to be some confusion about which of the checks is still good.

25. Attachments 5 through 12 to this affidavit are pictures I took of my property, including photos from before and after tree removal on September 19, 2018.

This the 26th day of September, 2018.


Anne T. Smith, Affiant

Sworn to and subscribed before me

This the 26th day of September 2018.



Notary Public

My Commission Expires: 1/17/2020

TINA L MCLELLAND
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MC6254406
Qualified in Queens County
My Commission Expires January 17, 2020

A-1 Tree & Storm Relief



(336) 225-4516

(336) 235-9403

JEFF + SISSY - OWNERS
9-19-88

ALVA

LEWIS

MILB. TATE

Packing Slip

SHIP TO: _____
 ADDRESS: _____

SHIP TO: Am Tree Service
 ADDRESS: Storm & Relief

CUSTOMER'S NO.: _____
 SHIPPER'S NO.: _____
 SALES PERSON: Jeffery Ogilvia
 DATE: _____

QUANTITY	DESCRIPTION
\$1,000 1-	Remove one fallen tree fell over in Magnolia
\$1,000 1-	Take Down Magnolia
\$1,000 1-	Take Down one sycamore tree
\$1,000 1-	Take Down one other small tree
\$1,000 1-	Remove two small Dogwoods & other bushes
\$1,000 *	Clean up only big limbs No Paking
\$1,000 1-	Put everything to Road
	Bobcat work \$4,000
	10 guys work \$2,000

CHECKED BY: _____
 CARTON - PKGS: _____
 TOTAL WEIGHT: _____
 SHIPPING: 12,000.00

Packing Slip

Oliver Tompkins Smith

210 Keaton Ave

Wilmington, NC 28403

AM Tree Service

Storm & Relief

SALESPERSON
Jeffery

DATE
09/19/18

SHIPPER'S NO.

CUSTOMER'S NO.

DESCRIPTION

QUANTITY

- Removed 2 large and dangerous trees
over building and fence - A) MAGNOLIA
B) MAPLE

- All brush and wood to roadside

\$ 12,000.00

paid w/check - check # 1177 - \$6,000.00

1178 - \$6,000.00

Oliver Tompkins Smith

* Hurricane Florence *

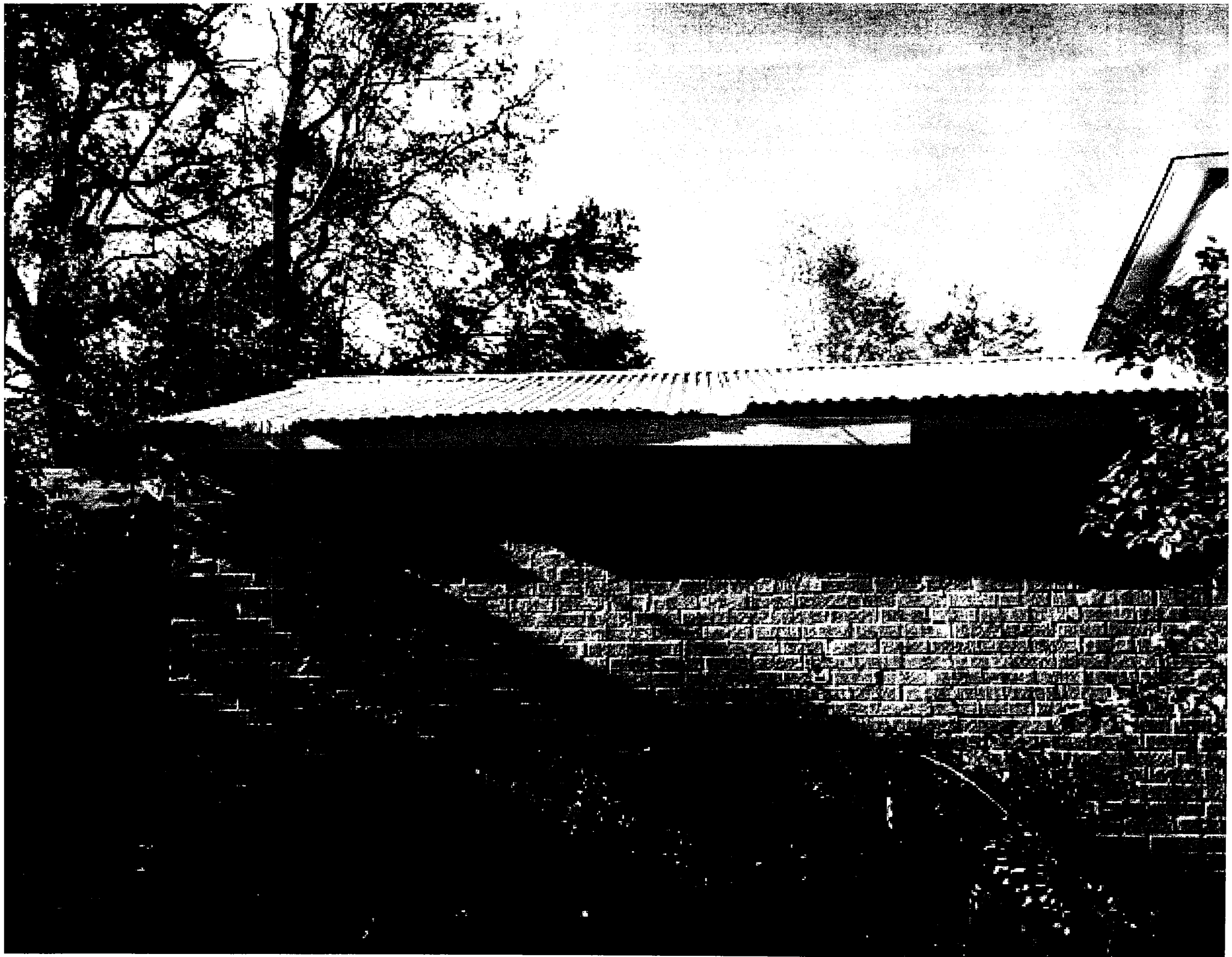
WEIGHED BY

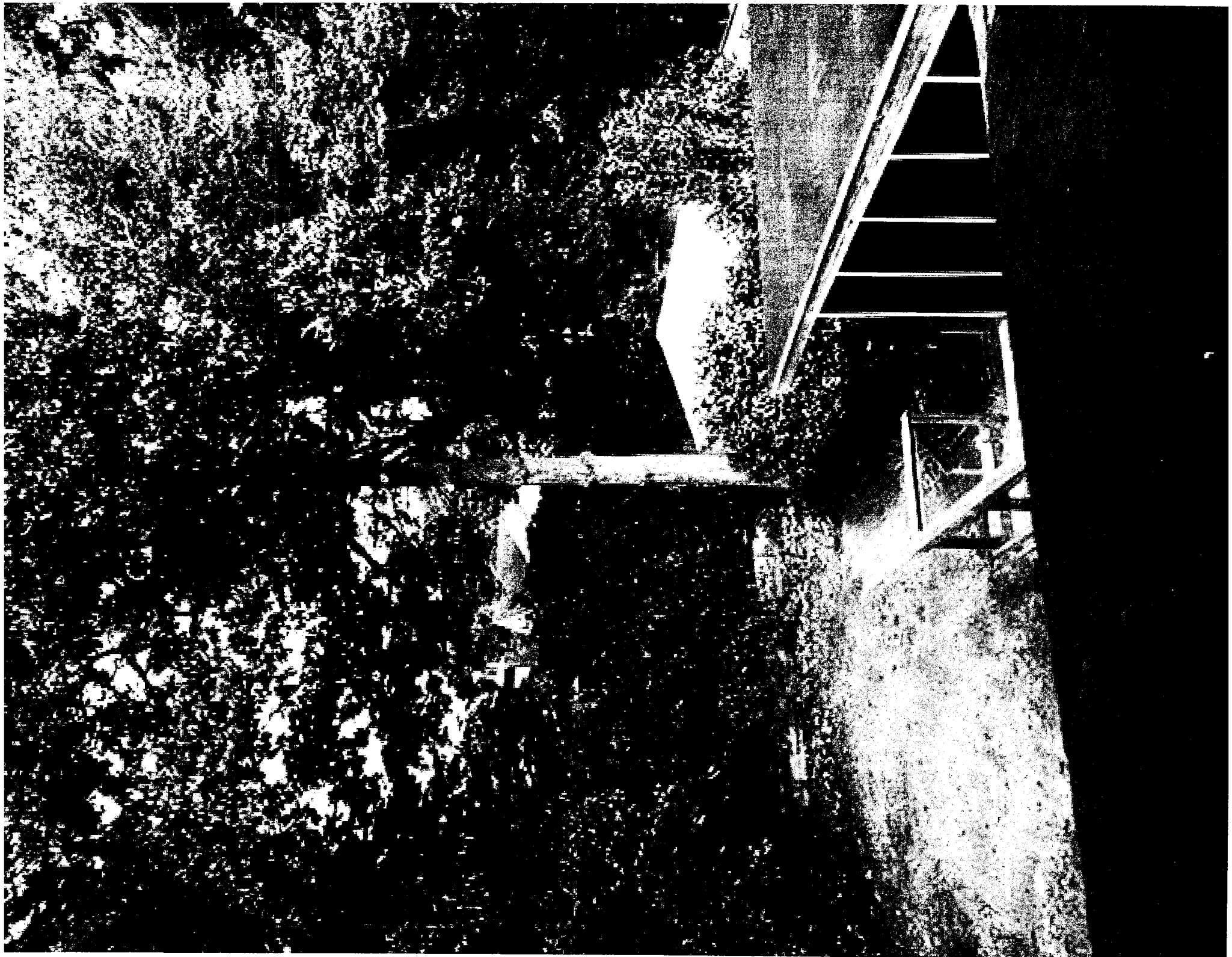
CARTON / PIES

TOTAL WEIGHT



Attachment 5

















STATE OF NORTH CAROLINA
COUNTY OF WAKE

AFFIDAVIT OF MARIA HARKLEY

Maria Harkley, being duly sworn, deposes and says:

{1} My name is Maria Harkley. I am a Consumer Protection Specialist with the North Carolina Department of Justice. I am over the age of 18 and competent to give this affidavit, and I state facts of my personal knowledge.

{2} The three screen grabs at Attachment 1 are true and accurate copies of the opening page of Alva Lewis's Facebook page as of September 27, 2018. At the bottom left, where it identifies Alva Lewis as "owner at Big Al and Sons Tree Service," that text is a link to the Big Al and Sons Tree Service Facebook page noted in Attachment 2.

{3} The three screen grabs at Attachment 2 are shown on the Facebook page of "A1 Tree and Storm Damage Relief"/"A1 Tree and Storm Relief" as of September 27, 2018, of which the URL is <https://www.facebook.com/BigAlAndSons>.

{4} The screen grabs at Attachment 3 are true and accurate copies of matters shown on the Facebook page of "A1 Tree and Storm Damage Relief"/"A1 Tree and Storm Relief" as of September 27, 2018.

{5} I have searched the searchable databases for the following tree service accrediting/certifying entities for Alva Wilson Lewis, Alva Lewis, Big Al and Sons Tree Service, A1 Tree & Storm Relief, and A1 Tree and Storm Damage Relief:

{a} TCIA at:

<https://tcia.org/TCIA/Directories/FindQualifiedTreeCare.aspx?Accreditation=1>

{b} ISA at <https://www.treesaregood.org/findanarborist/findanarborist>

{c} ASCA at <https://www.asca-consultants.org/search/custom.asp?id=3818>

None of those persons or entities are listed as accredited or certified arborists.

{4} I am a custodian of this office's complaint file regarding Alva Lewis and his tree businesses. The documents at Attachment 4 are true and accurate copies of two of the consumer complaints we received.

/

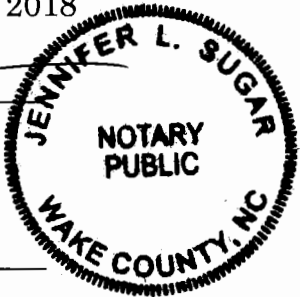
/

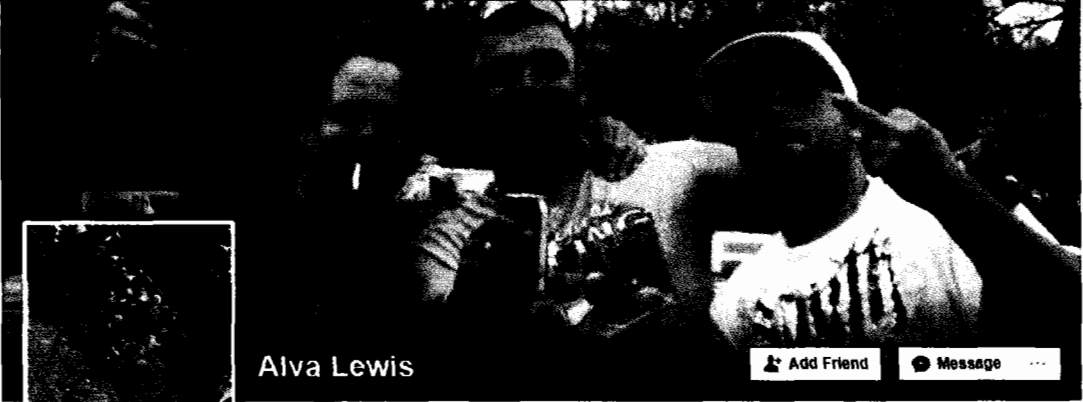
Maia Hanley

SWORN TO AND SUBSCRIBED
BEFORE ME THIS THE 28TH
DAY OF SEPTEMBER, 2018

[Signature]
Notary Public

My commission expires:
1/3/21





Alva Lewis

Add Friend

Message

Timeline About Friends Photos More

DO YOU KNOW ALVA?

To see what he shares with friends, send him a friend request.

Add Friend

Intro

Owner at Big Al And Sons Tree Service



Posts from 2015

facebook

Email or Phone

Password

Log In

Alva Lewis is on Facebook.

To connect with Alva, sign up for Facebook today.

Log In

or

Sign Up

Alva Lewis

Friends Photos Videos

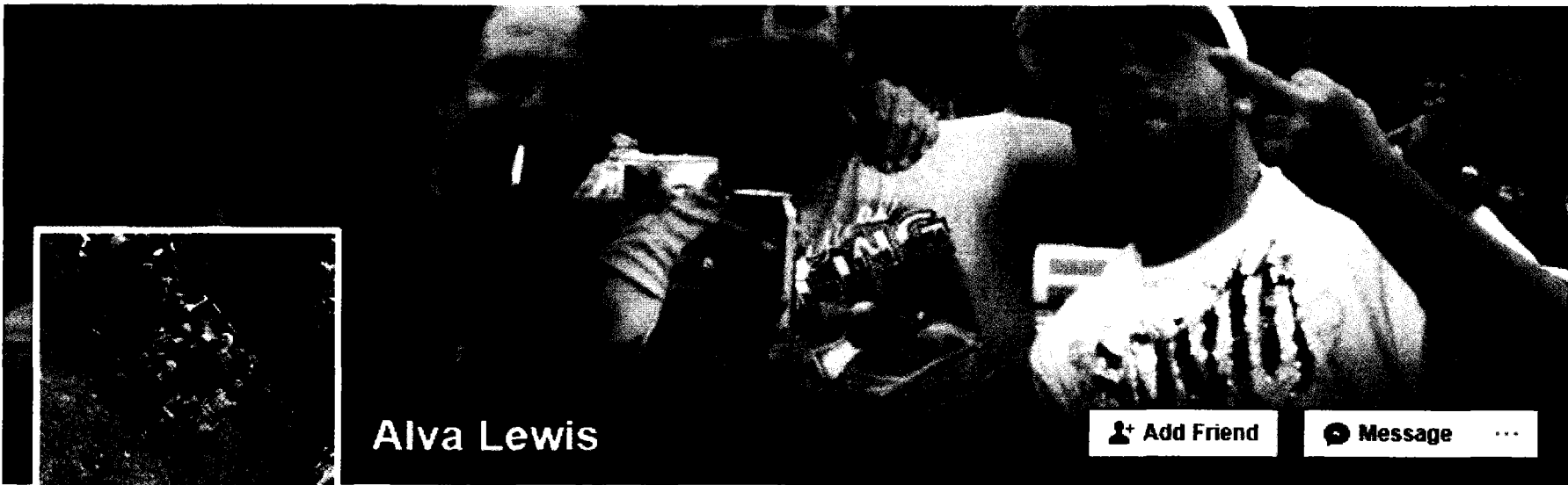
 **About Alva Lewis**

WORK

 **Big Al And Sons Tree Service**
Owner · 1987 to present

Photos





Alva Lewis

+ Add Friend

Message ...

Timeline About Friends Photos More ▾

DO YOU KNOW ALVA?

To see what he shares with friends, send him a friend request.

+ Add Friend

Intro

- Owner at Big Al And Sons Tree Service
- Studied at Trinity Senior High School, Trinity, North Carolina
- Went to Trinity High School (Trinity, North Carolina)
- Lives in Thomasville, North Carolina
- From Thomasville, North Carolina



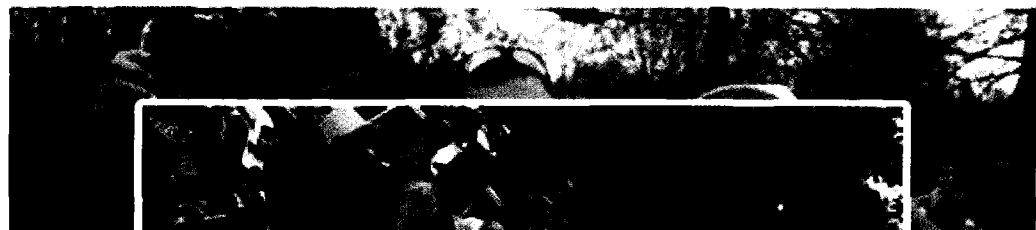
Posts from 2015



Alva Lewis updated his profile picture.

...

July 24, 2015



Photos





A1 Tree and Storm Damage Relief

@BigAIAnd Sons

Home

Posts



Like Share Suggest Edits ...

Send Message



A1 Tree and Storm Damage Relief is with Kevin Holcomb.

July 15, 2015 · 🌐

Working hard for you, our customer.

Call today for your free estimate!

336-225-4516 or 336-235-9403



See more of A1 Tree and Storm Damage Relief on Facebook



A1 Tree and Storm Damage Relief updated their cover photo.

July 11, 2015 · 🌐



👍 Like

💬 Comment

Tori Garrard, Alva Lewis, Destiny Collins and 2 others like this.



A1 Tree and Storm Damage Relief

October 8, 2016 · Winston-Salem · 🌐

We are in the Florida/ Georgia area, working the storm Damage!! Call us for your free estimates!! Everyone please stay safe!



Like



Comment

Stephanie Ortiz likes this.

7 Shares



A1 Tree and Storm Damage Relief

October 5, 2016 · High Point · 🌐

We are looking for some Ground men, Climbers and Drivers! Please serious inquiries only!! We are working the storm and will be out of town for atleast 10 days! Drug Test are Required!! Please contact 3362254516 or 3362359403



A1 Tree and Storm Damage Relief

October 12, 2016 · High Point · 🌐

We've been very busy here in Georgia, cleaning up all kinds of storm damage, we also have been doing a bit of roofing! It takes teamwork to make it happen!! These people need help, and support!! We are still down here in Savannah Georgia, so give us a call, and prayers and love are going out for everyone!!



Like



Comment



A1 Tree and Storm Damage Relief

October 10, 2016 · High Point · 🌐

We just wanna let everyone know, we've survived the storm, and we are in Georgia helping with the aftermath, it's made a huge mess, but we are glad that everyone is safe and accounted for, if you know anyone who needs tree removal or cleanup please give us a call! We are ready and on the job!! Have a good day!!



A1 Tree and Storm Damage Relief

October 18, 2016 · High Point · 🌐

Still here in Georgia, hitting it hard!! We are still interested in hiring some guys!! Please give us a call!!! 3362254516 or 3362359403



Like



Comment

7 Shares



A1 Tree and Storm Damage Relief

October 13, 2016 · High Point · 🌐

Good morning everyone!! We're still down here in Georgia, and we are looking for Climbers, drivers and Grounds men! Give us a call if interested, 3362254516 or 3362359403.



Like



Comment

7 Shares



Consumer | [File a Complaint](#) | Complaint Form

FILE A COMPLAINT

OCT 25 2012

* Indicates a mandatory field

Your Information

Prefix: * First Name:

Middle Initial: * Last Name:

* Mailing Address:

* City:

* State: * Zip Code:

Country, if not US:

Day Phone Number (including area code):

Evening Phone Number (including area code):

Cell Phone Number (including area code):

Fax Number (including area code):

County of Residence: Email Address:

Information About Company Against Which You Are Complaining

* Full name of company:

Address:

City:

State: NC Zip 27360
Code:

Country, if not US:

Company's internet address (URL):

* Telephone number, including area code:

336-225-4516

Fax number, including area code:

Complaint Information (complete any blocks which apply to your comp

Product, item, or service involved: Tree Service

Date of purchase, service, contract: 9/13/2012  Now

Manufacturer
or brand:


Model:

Account
number:

Serial
number:

Did you sign Yes
a contract or No
a lease?:

Start Date: 9/12/2012  Now

End Date: 9/14/2012  Now

Total amount \$5700
paid:

Amount in \$4200
dispute:

Do not submit credit card
or bank account numbers
through this form. If you
need to provide that
information as part of
your complaint, please
mail it to us instead.

How was
payment
made::

Check

Did you buy
an extended
service
contract?:

No

If yes, name of company responsible for extended service
contract or warranty:

Information About the Transaction

How was initial contact made between you
and the:

Person came to my home

Where did the transaction take place?:

At my home

Details of Complaint

Big Al and Sons Tree Service in Thomasville NC was for some reason in my 86 year old mother's neighborhood in Charlotte, NC, and unsolicited knocked on her door and convinced her that she needed to do tree work before it fell on neighbors house. The trees were not large. I don't even believe the work was needed. I was able to find one receipt that was written on a piece of notebook paper torn out of a note pad that indicated they would remove two pine trees, trim another, plus two bushes, and take out a cedar in the back. Total charge for this was \$3000, plus they would give her a \$300 discount for a total of \$2700. Check for \$2700 was made out to Jimmy Nobles and was cashed on 9/13. An additional check made out to Jimmy Nobles for \$3000 was cashed on 9/14, but I was unable to find a receipt for this work. This may have included cutting an additional pine tree. Based on other estimates that i have seen for removing trees with others, i would estimate this work should have cost somewhere between \$1500 or \$2000 at the very most and not \$5700. I feel that they have taken advantage of an elder person to convince them to do work that was not needed and grossly overcharged her. When I found the receipt and looked at the cashed checks, i looked up Big Al and Sons Tree service and called the number and asked to speak to the owner. I was given his person phone number, 336-225-4516. He was not available, so i left messages but did not hear back. I kept calling the number until someone answered. That person said his name was Billy, and the he knew Jimmy Nobles and that they did indeed do the work, but Billy would not give me his last name. He said the owner was not around, but that he contracted the work with them. I indicated to him that he grossly overcharged my 86 year old mother for work that was not needed, which he denied. I asked for him to have the owner call me. but at this point I have not heard from

* Details:

Limit of 2500
characters

Resolution Attempts You Have Made

Have you contacted the company with your complaint? Yes

If yes, name of person most recently contacted: "Billy", he wouldn't give me his last name.

His/her phone number, incl. area code: 336-225-4516

Results: I had tried several times to call this number that was given me for Al Lewis the owner. Finally this person Billy answered, and said he

* What resolution would you consider fair?:

I would guesstimate they did about \$1500 worth of work but charged her \$5700. Refund the difference.

Do you have an attorney in this case?:

No

If yes, name of your attorney:

Attorney's number, incl. area code:

Has your complaint been heard or is it scheduled to be heard in court?:

No

If yes, where and when?:

If already heard, what was the result?:

Will you be submitting documentation by mail or fax?:

Yes

Please attach up to four supporting documents in pdf, doc, docx or txt format. You may also mail supporting documents to us.

Attachment 1:

Upload:

Attachment 2:

Upload:

Attachment 3:

Upload:

Attachment 4:

Upload:

PLEASE NOTE: The maximum size of your submission is 15 Mb including the form and all attachments. If you receive an error that says "maximum request exceeded", you need to reduce the size of your attachments and upload them to Consumer Protection directly to provide the attachments.

Print Page Please print a copy of your completed form to mail in with any supporting documents and a cover sheet. Please note that the printed copy may not include all of the information included in the details of your complaint box.

Submit After you've completed the form and printed copies, please hit submit to send your complaint to the Consumer Protection Division.

North Carolina Department of Justice / Roy Cooper, Attorney General (919) 716-6400

Bill P. B. The Garden

Truck was down on left
SF house side trim one pine tree
left side of house. Trim 2 bushes
house. Pull in and center in back
Haul everything off to clean yard

3000.00

200.00

2700.00

Full off

in #

17333

9/13/12

Jimmy Walker

Ray C. Day

Consumer

From: consforms@ncdoj.gov
Sent: Monday, April 29, 2013 5:47 PM
To: Consumer
Subject: Complaint 30837 Boyette
Attachments: Big Al Receipt.pdf

Your Information

Prefix Ms * First Name Patricia
Middle Initial G * Last Name Boyette
* Mailing Address 172 Clubhouse Drive
* City New London
* State NC * Zip Code 28127
Country, if not US United States
Day Phone Number (including area code) 9194272495
Evening Phone Number (including area code) 9194272495
Cell Phone Number (including area code)
Fax Number (including area code)
County of Residence Montgomery Email Address pboyette3@rtmc.net

Information About Company Against Which You Are Complaining

* Full name of company Big Al Tree Service
Address 3041 Stonehenge Road
City Thomasville
State NC Zip Code 27360
Country, if not US United States
Company's internet address (URL)
* Telephone number, including area code 3362359403
Fax number, including area code

Complaint Information (complete any blocks which apply to your complaint)

Product, item, or service involved tree service
Date of purchase, service, contract 3/2/2013 12:00:00 AM

Manufacturer or brand
Model

Account number

Do not submit credit card or bank account numbers through this form. If you need to provide that information as part of your complaint, please mail it to us instead.

Serial number

Did you sign a contract or a lease? No

Start Date 3/2/2013 12:00:00 AM End Date 3/2/2013 12:00:00 AM

Total amount paid 500.00 Amount in dispute 200.00

How was payment made: Check

Did you buy an extended service contract? No

If yes, name of company responsible for extended service contract or warranty

Information About the Transaction

How was initial contact made between you and the
Where did the transaction take place?

Person came to my home
At my home

Details of Complaint

* Details
Limit of 2500 characters
I was approached by this company at my house while they were doing other work inside a gated community. I made an agreement with them to pay them \$500.00 to trim some trees but it was to include grinding 2 stumps. They said that they did not do the stump grinding but they would send another company out the following Monday to take care of the stumps. I paid them all the money. The following week when the stump grinder did not show up I called the company. They told me that I was mistaken and the amount did not include the stumps. The stumps are listed on the receipt and the receipt is marked paid in full. I have since found out that they have a F rating with the Better Business Bureau.

Resolution Attempts You Have Made

Have you contacted the company with your complaint? Yes

If yes, name of person most recently contacted Al Louis

His/her phone number, incl. area code 3362359403

Results none, very unpleasant to talk to, very argumentative, told me that I didn't know who I was dealing with

* What resolution would you consider fair? grinding of 2 stumps

Do you have an attorney in this case? No

If yes, name of your attorney

Attorney's number, incl. area code

Has your complaint been heard or is it scheduled to be heard in court? No

If yes, where and when?

If already heard, what was the result?

Will you be submitting documentation by mail or fax? No

530894

Big Al & Sons

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 3/2/13
NAME Patricia Boyette		
ADDRESS 118 Walnut Cir		
CITY, STATE, ZIP New London, NC 28127		

SOLITA	DISC	T.O.D.	OTAGE	IN ACCT	AMOUNT	PAID BY
--------	------	--------	-------	---------	--------	---------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1			
2			
3	Trim oak beside house		
4	Remove trees 6" in		
5	diameter or less		
6			
7	* Clean-up and haul-away		
8			
9	check # 2612		
10	Make payable to Matthew Overman		
11		500.00	
12			PAID IN FULL
13			
14			
15			
16			
17			
18			

Matthew Overman

RECEIVED BY _____

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
NO. _____

STATE OF NORTH CAROLINA *ex rel.*)
JOSHUA H. STEIN, Attorney General,)
)
Plaintiff,)
)
v.)
)
Alva Wilson Lewis, a/k/a Al Lewis,)
Individually, d/b/a Big Al and Sons)
Tree Service, A1 Tree & Storm Relief)
and A1 Tree and Storm Damage Relief,)
Jeffery Lewis, and John Does 1-10,)
)
Defendants.)

**AFFIDAVIT OF
Kevin Hinterberger**

I, Kevin Hinterberger, being first duly sworn, depose and say:


1. I am an adult over eighteen years old and am competent to make this affidavit of my own free will and state facts within my personal knowledge.
2. I am a resident of Guilford County, North Carolina and have been employed by the Better Business Bureau (“BBB”) since June of 2009. My current position with the BBB is President and CEO, Better Business Bureau of Central North Carolina. In this role, I am ultimately responsible for all aspects of the Operations department and the Consumer Fraud Awareness Program in this region.
3. The BBB is a national organization focused on advancing marketplace trust and consists of 100 independently incorporated local offices throughout the United States and Canada.
4. As part of its regular course of business, the BBB receives complaints and reviews from consumers regarding their dealings with businesses and reflects such consumer complaints and reviews, as well as an overall grade of each business (based on such



consumer complaints and the BBB's own investigation), on its website at <https://www.bbb.org>.

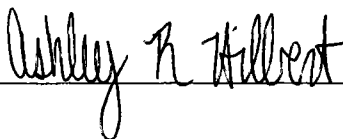
5. As President and CEO, I have firsthand knowledge of the number of complaints the BBB receives from consumers against a business as well as the nature of the complaints received.
6. The BBB's complaint database maintains complaints against a business in a publically accessible file for 36 months. However, our system also maintains older complaints, although they are not available on our public website. In the past 36 months, the BBB has accepted and processed 10 consumer complaints against Big Al & Sons Tree Service. One of these complaints, which was received in June 2018, stated that Big Al & Sons Tree Service also operates as A1 Tree & Storm Relief. We have not received responses from these businesses to any of the complaints we have received over the last 36 months.
7. Generally, complaints received by BBB against Big Al & Sons Tree Service during the prior 36 months have included allegations that the company and its workers failed to complete work as promised despite being fully paid and that they are generally unresponsive to consumers' complaints.
8. In 2015, BBB included Big Al & Sons Tree Service on our "Dirty Dozen" list, a list of companies for which we have received the largest number of complaints over the prior year.
9. Some of the complaints the BBB has received against Big Al & Sons Tree Service include instances of intimidation. For instance, we received a complaint in 2010 from the son of a woman whom he suspected was cheated by Big Al & Sons Tree Service. The son reported that a representative of Big Al & Sons Tree Service named "John" answered the call and "told me I didn't realize who I was f--king with, that [John] had been in prison five times and would f—ck me up." [Complaint # 33016816]

This the 26 day of September, 2018.


Kevin Hinterberger, Affiant

Sworn to and subscribed before me

This the 26 day of September, 2018.



Ashley R Hilbert
NOTARY PUBLIC
Gulford County, NC
My Commission Expires January 29, 2022

Notary Public

My Commission Expires: January 29, 2022

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF BASIL CAMU

{1} My name is Basil Camu. I am over the age of 18 and am competent to give this affidavit.

{2} I am a part owner of Leaf & Limb, LLC, a tree care service company headquartered in Raleigh, North Carolina that does business as "Leaf & Limb."

{3} Leaf & Limb's many certifications and awards are listed on our webpage, www.leaflimb.com. These include: ISA (International Society of Arboriculture) Certified Arborists on staff, which predominantly work in sales and management, and we are TCIA (Tree Care Industry Association) accredited, which is an industry legitimacy certification affirming that we abide by best industry and legal practices. Further, we are members of various educational and trade groups including the North Carolina Urban Forest Council, The Utility Arborist Association, the Society of Municipal Arborists, and the Raleigh, Durham and Cary Chambers of Commerce, and we have an "A+" rating with the Better Business Bureau.

{4} The three accrediting entities I am familiar with in this line of business are ISA, TCIA and ASCA (American Society of Consulting Arborists). The latter is not as common as the first two.

{5} During our years of operation since our founding in 1997 we have observed that many of our competitors in the tree removal business operate with varying degrees of compliance with state and federal law. Leaf & Limb pays for workers compensation coverage and unemployment insurance, and we are informed that many of our competitors do not. Further, Leaf & Limb pays state and federal income taxes, and it withholds on behalf of its employees FICA and Medicare and Medicaid taxes, as well as estimated income taxes. We understand many of our competitors may not do so. Finally, we maintain general and professional liability insurance, and we provide to our employees healthcare coverage, dental coverage, paid time off, paid volunteer days for community service, and we match employee retirement contributions up to a fixed amount of 3%. Again, we understand that many of our competitors do not incur these expenses. The largest of these amounts is workers compensation, which begin at approximately 40% of payroll, and the health and retirement benefits, which are currently about 30% of payroll. This being said, with our track record of safety we have been able to lower our workers compensation premiums to approximately half that amount. A company with a poor track record would experience the opposite; a potential doubling and tripling of these rates.

{6} While many of our competitors do not bear all of these costs (and indeed local tree services who provide health coverage, dental coverage and retirement match are rare), we have observed that their pricing is in a close range with ours when it behooves them. Accordingly, we expect that if they operate with a reasonable level of skill and business acumen, many should have higher profit margins than we do.

{7} We see competitive pricing for tree work in the Triangle area in the general range of \$90.00 to \$100.00 per man hour for work time on site. This is not factoring in drive time, time loading/unloading trucks at beginning/end of day, and other non-billable down time. This includes all variable costs, such as wages and benefits, equipment, fuel, dumping fees, repairs, various insurances, gear, supplies, materials, and so on, as well as fixed costs such as advertising, credit card fees, software expenses, professional fees, rent, utilities, and so forth. Typically, the only exception to these rates occurs when we must rent a crane or some other specialty machine, in which case we pass this cost directly to the client. We consider pricing for out-of-town emergency work as competitive at roughly two to three times that rate, to cover for added expenses for food, lodging, travel, and overtime work on evenings and weekends. The rate also varies based on risk, which can be particularly high during the aftermath of a hurricane or other such event.

{8} I have reviewed photographs and a brief video of a property at which three trees were removed and the debris taken to the street. (The photos are attached.) Assuming that the wires shown in the photo of the front of the property are live, extra care would need to be taken in removing the tree to the left and the tree-like bush to the right. Further, extra care would need to be taken in removing the tall magnolia in the back with the limb from the neighbor's tree leaning on it.

{9} For the entire job, for the two trees in the front I estimate 4.5 to 6.5 man hours, and for the tree and limb in the back 10 to 15 man hours, for a total range of 14.5 to 21.5 hours. Converted to dollars, at a competitive, in-town rate I estimate the cost to the property owner ranging from \$1,305.00 (14.5 x \$90.00) to \$2,150.00 (21.5 x \$100). At a competitive out-of-town emergency rate, I estimate the cost to the property owner in the range of \$3,915 to \$6,450.

{10} The most efficient tree care crew is three workers, but possibly up to five for a large or difficult project. For this project, the efficiency is limited by having one person up in the tree. The job could only be completed at the rate at which he is able to work. The skid steer (Bobcat) that was working on the ground would have been able to move debris faster than the climber can fell debris. The climber is the bottleneck. If the job I reviewed above was staffed with ten workers, it would be vastly overstaffed and inefficient.

{11} When a tree service company quotes the homeowner a price, the standard of ethics in the industry is to do the work for that price. There should not be any initial low (or even reasonable) price to get in the door or on the property, but then followed by further haggling in which the price is increased. And there should never be a "surprise" invoice at the end of the work that exceeds the quoted, agreed upon price. The price should be agreed upon before work begins and should not change without client approval in writing during the course of the project.

Further your affiant sayeth naught.

Oral Corp

SWORN TO AND SUBSCRIBED
BEFORE ME THIS THE 29th
DAY OF SEPTEMBER, 2018

[Signature]

Notary Public

My commission expires:

December 10, 2022

ANDREA N PATTERSON
Notary Public, North Carolina
Johnston County
My Commission Expires
December 10, 2022