

STATE OF NORTH CAROLINA  
WAKE COUNTY

**FILED**

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
NO. 19 CVS 696

2019 AUG 19 A 9:50

STATE OF NORTH CAROLINA *ex rel.* )  
JOSHUA H. STEIN, Attorney General, )

am )

Plaintiff, )

v. )

**CONSENT JUDGMENT**

NATIONAL EMERGENCY )  
RESTORATION SERVICES, LLC and )  
RICARDO ALEXANDER ALEMAN, a/k/a )  
RICK ALEMAN, Individually, )

Defendants. )

THIS CAUSE came on to be heard and was heard before the undersigned Wake County Superior Court Judge for entry of a Consent Judgment between Plaintiff, State of North Carolina, by and through its Attorney General (“the State”), and Defendants Ricardo Alexander Aleman, individually, and National Emergency Restoration Services, LLC (together “Defendants”). All parties are represented by counsel. The Court finds that the parties have resolved the matters in controversy between them and have agreed to the entry of this Consent Judgment by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

**I. FINDINGS OF FACT**

1.1 Plaintiff State of North Carolina is acting through its Attorney General, Joshua H. Stein, pursuant to authority granted in Chapters 75 and 114 of the North Carolina General Statutes to protect the public from unlawful business practices.

1.2 Defendant Ricardo Alexander Aleman a/k/a Rick Aleman resides at 148 NW 60th Avenue, Miami, Florida. He is the Manager/CEO of National Emergency Restoration Services, LLC.

1.3 Defendant National Emergency Restoration Services, LLC is a Florida limited liability company, with its principal place of business at 6800 Bird Road, Suite 454, Miami, Florida.

1.4 The State alleges that Defendants engaged in trade and commerce affecting consumers in North Carolina within the meaning of N.C. Gen. Stat. § 75-1.1, which included: charging and/or agreeing to charge for tree removal services a price that was unreasonably excessive under the circumstances during a state of emergency declared by the Governor of North Carolina, in violation of North Carolina's price gouging law, N.C. Gen. Stat. §§ 75-38; and engaging in unfair and deceptive practices, in violation of N.C. Gen. Stat. § 75-1.1.

1.5 Defendants deny the State's allegations in the Complaint filed in this matter and the assertions contained in paragraph 1.4. In the interest of compliance and resolution of this matter, however, Defendants wish to resolve this controversy without further proceedings and are therefore willing to agree to the entry of this Consent Judgment.

## **II. CONCLUSIONS OF LAW**

2.1 This Court has jurisdiction over the parties and the subject matter of this action.

2.2 Venue is proper in Wake County.

2.3 North Carolina's laws against price gouging, N.C. Gen. Stat. § 75-38; and against unfair and deceptive trade practices, N.C. Gen. Stat. § 75-1.1, govern the alleged business practices of Defendants that gave rise to this controversy.

2.4 The North Carolina Attorney General is the proper party to commence these proceedings under the authority of N.C. Gen. Stat. §§ 75-14 and -15, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of North Carolina.

2.5 This Consent Judgment shall be governed by the laws of the State of North Carolina.

2.6 Entry of this Consent Judgment is just and proper and in the public interest.

2.7 The State's Complaint states a cause of action against Defendants upon which relief may be granted, and the Court finds good and sufficient cause to adopt this agreement of the parties and these findings of fact and conclusions of law as its determination of their respective rights and obligations and for entry of this Consent Judgment.

2.8 The parties have agreed to resolve their differences, and the agreement of the parties is just and reasonable with respect to all parties.

2.9 The Court approves the terms of the parties' agreement and adopts them as its own determination of the parties' respective rights and obligations.

### **III. GENERAL PROVISIONS**

3.1 Other State Governmental Entities. This Consent Judgment shall not bind any other offices, boards, commissions, or agencies of the State of North Carolina and nothing in this Consent Judgment shall in any way preclude any investigation or enforcement under any legal authority granted to the State for transactions not subject to this action.

3.2 Retention of Jurisdiction. The Court retains jurisdiction over this action to take any further action deemed necessary to enforce this Consent Judgment, including imposition of

penalties, and to award the State judgments for any costs, including attorney's fees, it incurs in the event of noncompliance by any of the Defendants.

3.3 No Sanction of Business Practices. Defendants shall not represent directly or indirectly or in any way whatsoever that the Court or the North Carolina Attorney General has sanctioned, condoned, or approved any part or aspect of Defendants' business operations.

3.4 Release of Claims. This Consent Judgment fully resolves all legal claims and issues raised in the State's Complaint against Defendants, including claims the State may have against defendants, for their activities that are the subject of the Complaint up to the date of this Consent Judgment. The State's entry into this Consent Judgment is premised on the sworn affidavit of defendant Aleman, made on behalf of himself and the company and executed on April 26, 2019, that the only tree-removal and related services they, or anyone acting under their direction or control or with their approval, performed in North Carolina following September 7, 2018 was the one transaction alleged in the Complaint.

Defendants acknowledge that the representations in their affidavit are a material part of the consideration for the Attorney General to enter into this Consent Judgment. If it is discovered that any of these representations are false, the State will be entitled to seek appropriate remedies from the Court, including but not limited to restitution, disgorgement, civil penalties, attorneys' fees, and any other relief allowed by law, in relation to any tree-removal and related services Defendants provided in North Carolina after September 7, 2018.

3.5 Joint and Several Liability. Defendants are jointly and severally liable for all amounts that are due and owed under this Consent Judgment.

3.6 No Admission of Violation of Law. This Consent Judgment shall not be construed as, or be evidence of, admissions by Defendants, nor shall it be construed as a finding by this Court of any violation of North Carolina law, or any other law.

3.7 Private Right of Action. Nothing in this Consent Judgment shall be construed to affect any private right of action that a consumer, person, entity, or by any local, state, federal or other governmental entity, may hold against the Defendants.

3.8 Regulation of Other Conduct. Nothing in this Consent Judgment is intended to relieve Defendants of their responsibility to comply with all applicable North Carolina laws.

#### IV. PERMANENT INJUNCTIVE RELIEF

Based on the foregoing findings of fact and conclusions of law, **IT IS ORDERED, ADJUDGED, AND DECREED** that:

4.1 Defendants and their businesses, officers, agents, servants, employees, successors, assigns, attorneys, and any others acting in concert or under the actual direction or control of Defendants, are hereby permanently restrained and enjoined 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 falsely representing that they had been sent by a property owner's insurance company
- ii. charging or receiving payment for goods or services used as a direct result of an emergency with the knowledge and intent that the charge is an unreasonably excessive price under the circumstances, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1;

- iii. directly or indirectly attempting to collect on any claimed debt for tree removal and related services provided in North Carolina on and after September 7, 2018;
  - iv. advertising, offering, soliciting, or entering into contracts, or receiving payment for any tree removal and related services in North Carolina; and
  - v. performing or providing any tree removal and related services in North Carolina;
- 4.2 The Preliminary Injunction entered previously in this case is dissolved.

**V. MONETARY RELIEF**

**IT IS FURTHER ORDERED** that:

5.1 Civil Penalties. Defendants shall pay civil penalties in the sum of \$2,000.00 to the Attorney General, on or before the date this Consent Judgment is executed, by bank check or money order payable to the North Carolina Department of Justice.

5.3 Other Monetary Relief. Defendants shall pay the sum of \$2,000.00 to the Attorney General, on or before the date this Consent Judgment is executed, by bank check or money order payable to the North Carolina Department of Justice, to be used for attorney's fees, investigative costs, consumer protection enforcement, other consumer protection or restitution purposes, and other purposes allowed by law, at the discretion of the Attorney General.

**SO ORDERED.**


This the 19 day of August, 2019.

Hon.   
SUPERIOR COURT JUDGE


THE UNDERSIGNED PARTIES HEREBY CONSENT TO THE TERMS AND CONDITIONS OF THIS CONSENT JUDGMENT AS SET FORTH ABOVE, AND HEREBY CONSENT TO ENTRY THEREOF:

**PLAINTIFF:**

STATE OF NORTH CAROLINA,  
*ex rel.* JOSHUA H. STEIN, Attorney General

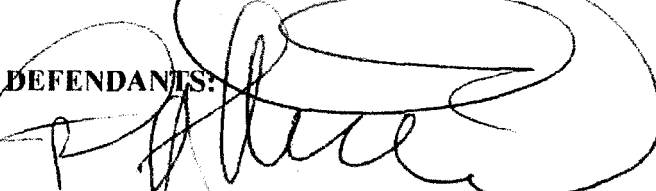
  
\_\_\_\_\_  
K. D. Sturgis  
Special Deputy Attorney General

Date: 8/16/2019

  
\_\_\_\_\_  
Daniel T. Wilkes  
Assistant Attorney General

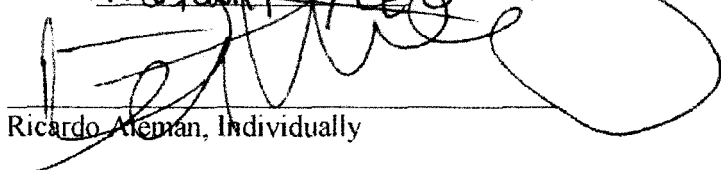
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**DEFENDANTS:**

  
\_\_\_\_\_  
National Emergency Restoration Services, LLC  
BY Ricardo Aleman

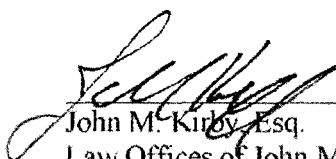
Date: 8/13/19

TITLE: President / CEO

  
\_\_\_\_\_  
Ricardo Aleman, Individually

Date: 8/13/19

**COUNSEL FOR DEFENDANTS:**

  
\_\_\_\_\_  
John M. Kirby, Esq.  
Law Offices of John M. Kirby

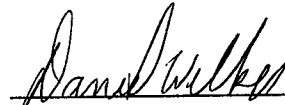
Date: 8/16/19

**CERTIFICATE OF SERVICE**

I hereby certify that on this date I have served the foregoing **CONSENT JUDGMENT** by email, as agreed by the parties, to the email address below:

John Kirby  
Law Offices of John M. Kirby  
john@legal-nc.com  
*Attorney for Ricardo Alexander Aleman, a/k/a Rick Aleman and  
National Emergency Restoration Services, LLC*

This the 19<sup>th</sup> day of August, 2019.



\_\_\_\_\_  
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Assistant Attorney General

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