

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

WAKE COUNTY

FILED NO. \_\_\_\_\_

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

2018 OCT 17 A 11:05

Plaintiff,

WAKE CO., N.C.

v.

FSL

**COMPLAINT**

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.,

**MOTION FOR TEMPORARY  
RESTRAINING ORDER**

**MOTION FOR PRELIMINARY  
INJUNCTION**

Defendants.

**INTRODUCTION**

This is an action by the State of North Carolina to enforce its laws against price gouging during the state of emergency following Hurricane Florence, and its laws against unfair and deceptive trade practices and unlawful debt collection practices.

Plaintiff State of North Carolina, *ex rel.* Joshua H. Stein, Attorney General (hereinafter the "State"), brings this action against defendants 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. The State alleges that defendants Lacey and Shannon (collectively, the "Scotts Tree Service defendants") (1) charged homeowners or their insurer an excessive amount for tree removal during the state of emergency following Hurricane Florence; (2) added, without the knowledge of the homeowners, inflated price figures to a description of work previously signed by one of the homeowners; and (3) sent this falsified "estimate" for collection to a debt collection agency that does not have a permit from the

North Carolina Department of Insurance to engage in consumer debt collection efforts in North Carolina. These acts constitute violations of North Carolina's prohibition on price gouging during a state of emergency, N.C. Gen. Stat. § 75-38, and North Carolina's Unfair and Deceptive Trade Practices Act, N.C. Gen Stat. § 75-1.1.

The State further alleges that defendant Stephen Lombardi, defendant Amy Lombardi a/k/a Amy Paulk, and their debt collection agency, Goldberg & Donovan, Inc. (collectively the "Goldberg & Donovan defendants") engaged in numerous prohibited debt collection tactics, including (1) defendant Stephen Lombardi's misrepresentation of himself as a lawyer and his collection agency as a law firm; (2) harassing communications with North Carolina consumers, (3) and multiple threats to file a lien against North Carolina consumers for an unlawful debt when these defendants had no intention or power to do so. These actions constitute violations of North Carolina's Collection Agency Act, N.C. Gen. Stat. §§ 58-70-1 *et seq.* as well as N.C. Gen. Stat. § 75-1.1. Defendant Goldberg & Donovan, Inc. also violated North Carolina's Business Corporation Act, N.C. Gen. Stat. § 55-1-20, by transacting business in North Carolina without registering with the North Carolina Secretary of State as a foreign corporation.

The State seeks temporary, preliminary, and permanent injunctive relief against defendants, together with restitution for victims, 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 55, 58, 75 and 114 of the North Carolina General Statutes.

2. Upon information and belief, defendant Scott L. Lacey resides at 500 Forrestwood Ave., West Jefferson, Ohio. He engages in the tree cutting and removal business and does business

as Scotts Tree Service, which is not a legal entity. Scotts Tree Service is based out of 5404 Columbus Pike, Lewis Center, Ohio.

3. Upon information and belief, Randy Lee Shannon, Jr. resides at 11050 Fancher Rd., Lot 167, Westerville, Ohio. Defendant Shannon works for defendant Lacey and his tree business. Upon information and belief, all of defendant Shannon's acts described herein were done under defendant Lacey's supervision or control or with his approval.

4. Upon information and belief, defendant Stephen J. Lombardi resides at 136 Mill St., Hopedale, Massachusetts. He engages in the debt collection business through defendant Goldberg & Donovan, Inc.

5. Upon information and belief, defendant Amy R. Lombardi a/k/a Amy R. Paulk also resides at 136 Mill St., Hopedale, Massachusetts. She engages in the debt collection business through defendant Goldberg & Donovan, Inc. and is the President, Secretary, Treasurer, and Director of that corporation. Amy R. Lombardi and Amy R. Paulk are the same person. Amy R. Lombardi is the legal name of this person. **(Harkley Affidavit, State's Exhibit 1, and Attachments 4 and 5 thereto)** Upon information and belief, the acts of the Goldberg & Donovan defendants described herein were committed under the supervision or control of, or with the approval of, defendant Amy R. Lombardi.

6. Defendant Goldberg & Donovan, Inc. is a Massachusetts corporation that engages in the business of debt collection and has its principal place of business at 197 Main St., Milford, Massachusetts. **(Harkley Affidavit, State's Ex. 1, and attachments thereto)**

#### **JURISDICTION AND VENUE**

7. The Court has subject matter jurisdiction pursuant to N.C. Gen. Stat. §§ 75-1.1, 75-38, and 75-15 because the acts or practices alleged herein are in or affecting commerce in North

Carolina; under N.C. Gen. Stat. § 55-15-02 with respect to the registration requirements of the defendant foreign business entity; and under § 58-70-130, which regulates debt collection agencies engaging in collection efforts against North Carolina consumers.

8. The Court has personal jurisdiction over (1) the Scotts Tree Service defendants because their acts or practices alleged herein occurred in connection with their removal of trees in Castle Hayne, North Carolina, and their seeking payment for that work from North Carolina consumers, and (2) the Goldberg & Donovan defendants because they acted as agents for the Scotts Tree Service defendants in seeking payment for the tree removal work done in Castle Hayne, North Carolina, and because they sent several communications to the property owners in Castle Hayne seeking payment—communications which included threats to use the North Carolina legal process against these homeowners by filing a lien against their property in North Carolina—and thus have the minimum contacts necessary with North Carolina for personal jurisdiction to attach.

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

### **FACTUAL ALLEGATIONS**

10. 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. 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, along with a more recent declaration related to Hurricane Michael. (The Declarations are attached as **State’s Exhibit 2**.)

11. Vikki and Bradley Garman live at 4418 N. College Road in Castle Hayne, North Carolina. Following Hurricane Florence, they needed fallen two trees removed from their property.

The trees had fallen on their swimming pool, well pump house, and garage. (Vikki Garman's Affidavit is attached as **State's Exhibit 3.**)

**Acts of the Scotts Tree Service Defendants**

12. On September 15, 2018, one of Vikki's friends posted on Facebook that anyone needing tree removal services should give her nephew Randy (later identified as defendant Randy Lee Shannon, Jr.) a call because he was in town with his tree service crew. (**Attachment 1 to Vikki Garman Affidavit, State's Ex. 3**)

13. Upon information and belief, the Scotts Tree Service defendants traveled from Ohio to North Carolina in early- to mid-September to exploit the need of North Carolina residents for tree removal services in Hurricane Florence's wake.

14. Vikki telephoned her friend and a time was arranged for defendant Shannon to come to the Garman home.

15. When defendant Shannon came to the Garman home on September 16, 2018, the Garmans informed him of their insurance policy and its deductible. Defendant Shannon said not to worry about the insurance company and that he would handle everything regarding the insurance claim they had filed. They gave defendant Shannon their claim number and policy number.

16. The Garmans asked defendant Shannon a number of times for a price estimate, but he would not give one and said that the price could only be determined once photographs and measurements were sent to and reviewed by the insurance company.

17. Defendant Shannon asked Bradley to sign an "estimate" form that contained a description of the work to be done, but it did not include price figures. Bradley signed the form, which at that time contained no price figures. The Garmans never saw any figures filled in. This did not alarm them because they trusted that they would be dealt with honestly and fairly by a

friend's nephew, and defendant Shannon represented that he could not provide the figures until the insurance company assessed the job. (The Affidavit of Bradley Garman is attached as **State's Exhibit 4; Vikki Garman Affidavit, State's Ex. 3**)

18. The work by the Scotts Tree Service defendants, or by others at their direction, was done at the Garman residence on September 18, 2018. A crew of eight men completed the job in about one hour.

19. Upon returning from an out-of-town trip, on September 30, 2018, the Garmans found that an invoice from Scotts Tree Service for \$14,500.00 had arrived in the mail. (**Attachment 1 to Bradley Garman Affidavit, State's Ex. 4**)

20. The Garmans were shocked at the \$14,500.00 invoice for removing two fallen trees and would have never agreed to such a high amount.

21. Upon information and belief, the Scotts Tree Service defendants did not base the \$14,500.00 figure upon an assessment by the insurance company, but rather created the inflated figure themselves and without ever discussing it with either of the Garmans.

22. Prior to these events, in July of 2018 the Garmans had three sizable trees, which were comparable to the trees removed by the Scotts Tree Service defendants, cut down and removed by a local tree company for \$1,800.00. (**Attachment 2 to Vikki Garman Affidavit, State's Ex. 3**) That July 2018 job was more difficult as it involved cutting down standing trees, including one with power lines running through it, and required the use of a bucket truck.

23. In addition, while the Scotts Tree Service defendants' invoice correctly indicated, "Remove one 26" tree," it falsely represents that the work included "Remove one 31" tree." The second tree was 21 inches in diameter, not 31 inches. (**Attachment 6 to Vikki Garman Affidavit, State's Ex. 3**)

24. After receiving the bill, the Garmans alerted their insurance company not to pay the claim for the work done by the Scotts Tree Service defendants.

25. Upon information and belief, defendant Lacey referred this invoice, which was inflated and based upon misrepresentations, to defendant Goldberg & Donovan, Inc. to collect the monies defendant Lacey maintained was due.

26. Upon information and belief, the demand for payment in the amount of \$14,500.00 for the tree removal services was made with the knowledge and intent to charge an unreasonably excessive price under the circumstances.

27. The tree removal services described in the preceding paragraphs were used as a direct result of an emergency and were used to preserve and protect the property owners' property, life, safety and/or economic well-being.

#### **Acts of the Goldberg & Donovan Defendants**

28. On October 9, 2018, the Garmans were telephoned by defendant Stephen Lombardi. When he first spoke with Vikki, defendant Stephen Lombardi told her that he was "with the firm Goldberg and Donovan" and was calling about a "legal matter."

29. Defendant Goldberg & Donovan, Inc. failed to obtain a permit from the North Carolina Department of Insurance that would allow it to lawfully engage in debt collection from North Carolina consumers. **(Harkley Affidavit, State's Ex. 1)**

30. The Goldberg & Donovan defendants' website, <http://www.goldbergganddonovan.com/>, holds out Goldberg & Donovan, Inc. as engaged in "Debt Collections[,] Commercial and Retail" and states that, "With a nationwide presence, Goldberg & Donovan is licensed and bonded in accordance with the FDCPA (Fair Debt Collection Practices Act) and Attorney General. We maintain all national registration requirements so that we may

actively pursue consumer and commercial debt anywhere in the country.” (**Harkley Affidavit, State’s Ex. 1**)

31. The representation that defendant Goldberg & Donovan, Inc. “may actively pursue consumer and commercial debt anywhere in the country” is false, at least with respect to the facts of this case, as defendant Goldberg & Donovan, Inc. did not possess a permit to engage in collection activities against North Carolina consumers on October 9, 2018.

32. Defendant Goldberg & Donovan, Inc. also failed to register with the North Carolina Secretary of State as a foreign corporation transacting business in North Carolina.

33. The first email the Garmans received from the Goldberg & Donovan defendants had as its subject line the caption of a civil action: “SCOTTS TREE SERVICE vs BRAD GARMAN AND VIKKI GARMAN.” This email stated that Goldberg & Donovan had been “retained” by Scotts Tree Service in regard to a past due balance, and referred to an attached “Notice of Intent to File Mechanics Lien.” The bottom of the email stated that it “may contain confidential information that is legally privileged.” (**Attachment 4 to Vikki Garman Affidavit, State’s Ex. 3**)

34. The email also stated, “Please review and call me back by 5:00 today if you wish to avoid the Mechanics Lien and any further action.”

35. Vikki, a former paralegal, understood this email to be a communication from a law firm. This belief is reflected in her email sent later on October 9, 2018 addressing defendant Stephen Lombardi as “Attorney Lombardi.” (**Attachment 5 to Vikki Garman Affidavit, State’s Ex. 3**) When defendant Stephen Lombardi responded to that email, he did not then or later correct Vikki’s misapprehension that he is an attorney.

36. Defendant Goldberg & Donovan, Inc. is not a law firm.

37. Upon information and belief, defendant Stephen Lombardi is not an attorney.

38. Attached to defendant Stephen Lombardi's initial October 9, 2018 email is a letter titled "Notice of Intent to File a Lien" on Goldberg & Donovan, Inc. letterhead and dated October 8, 2018, stating that the Garmans owe Scotts Tree Service \$14,500.00 and that defendant Goldberg & Donovan, Inc. "intend[s] to file a lien versus the property located at 4418 N. College Road, Castle Hayne NC 28429 on behalf of Scotts Tree Service if the above sum is not paid within ten (10) days." This letter is signed by "Amy Paulk," whose title is listed underneath her name as "Lien Confirmation Specialist." (**Attachment 4 to Vikki Garman Affidavit, State's Ex. 3**)

39. Upon information and belief, the person who signed this was defendant Amy Lombardi, who selectively goes by her maiden name "Amy Paulk."

40. As noted above, defendant Amy Lombardi a/k/a Amy Paulk is the President, Secretary, Treasurer, and Director of defendant Goldberg & Donovan, Inc.

41. Also attached to defendant Stephen Lombardi's original email is a copy of the \$14,500.00 invoice the Garmans received from Scotts Tree Service. (**Attachment 4 to Vikki Garman Affidavit, State's Ex. 3**)

42. Further attached to defendant Stephen Lombardi's initial October 9, 2018, email was what he characterized as "the original signed estimate." (**Attachment 4 to Vikki Garman Affidavit, State's Ex. 3**)

43. The representation in defendant Stephen Lombardi's email that this document is "the original signed estimate" is false. The document attached to Lombardi's email had price numbers filled in, whereas the document originally signed by Bradley Garman listed a description of the work to be done but contained only blank price sections.

44. Bradley Garman sent defendant Stephen Lombardi a reply at 11:28 a.m. on October 9, 2018, informing him that when he (Bradley) signed the purported “original signed estimate,” it “had no written amount indicated on the invoice. I asked about it and Randy [i.e. defendant Randy Lee Shannon, Jr.] said that he does not know the amount until talking to the insurance company. This is fraud in the worst. I would never have agreed to this amount ever.” (**Attachment 5 to Vikki Garman Affidavit, State’s Ex. 3**)

45. Lombardi by email replied at 11:47 a.m., October 9, 2018, “Brad that is not true and the most ridicules (sic) thing I have heard. You signed the estimate period. The money is due. No one in their right mind would sign a blank estimate.” (**Attachment 5 to Vikki Garman Affidavit, State’s Ex. 3**)

46. Lombardi’s statement, “You signed the estimate period” is false because the description of work to be performed that Bradley Garman signed did not contain price information and therefore was not an estimate.

47. In his 11:47 a.m. email, defendant Stephen Lombardi stated: “My office was retained to file the Mechanics Lien and secure the debt. If you wish to avoid the Mechanics Lien and any further action, call me by 5:00 today. If I do not hear from you or Vikki I will assume you have no intentions of resolving this matter voluntarily and we will proceed and schedule to have you served.” (**Attachment 5 to Vikki Garman Affidavit, State’s Ex. 3**)

48. After being notified by Bradley Garman that the Garmans had filed a complaint with the North Carolina Attorney General’s Office, defendant Stephen Lombardi stated at 1:58 p.m., October 9, 2018, that “You signed the agreement for the \$14,500.00 and are responsible to pay the \$14,500.00. Ultimately, you will be court ordered to pay this along with all of Scotts Tree Service’s attorney fees, collection costs and court costs.” In this 1:58 p.m. email, defendant

Stephen Lombardi also referred twice to his threat of filing a Mechanics Lien, including “I wish you the very best of luck we will proceed with the Mechanics Lien in the morning and move forward with civil action.” (**Attachment 5 to Vikki Garman Affidavit, State’s Ex. 3**)

49. Defendant Stephen Lombardi’s statement, “You signed the agreement for the \$14,500.00,” is false.

50. At 4:28 p.m. on October 9, 2018, Vikki Garman informed defendant Stephen Lombardi by email that the Attorney General’s Office was actively investigating Scotts Tree Service as well as Lombardi’s company. Lombardi replied at 5:15 p.m.: “Vikki my office only represents Scotts Tree Service and has nothing to do with any price gouging and your threats will only move this along faster.... I will move forward in the morning.” In this email, defendant Stephen Lombardi also tells Vikki Garman that she is “on a slippery slope” and asserts that her actions “sound a little like insurance fraud.” (**Attachment 5 to Vikki Garman Affidavit, State’s Ex. 3**)

51. In total, the Goldberg & Donovan defendants made eight threats to file a lien against the Garmans property, once in the “Notice of Intent to File a Lien” letter signed by “Amy Paulk” (that is, defendant Amy Lombardi) and seven more in emails from defendant Stephen Lombardi to the Garmans. (**Attachment 5 to Vikki Garman Affidavit, State’s Ex. 3**)

52. Upon information and belief, through the date of the filing of this Complaint, the Goldberg & Donovan defendants have not filed a lien against the Garmans’ property.

53. Upon information and belief, when on October 9, 2018, the Goldberg & Donovan defendants threatened to file the lien against the Garmans the following day, the Goldberg & Donovan defendants had no intention of actually doing so.

54. The Goldberg & Donovan defendants' email communications and letter attached thereto did not contain a permit number, as required by N.C. Gen. Stat. § 58-70-50, issued by the North Carolina Department of Insurance that would reflect that they are authorized to collect debts in North Carolina.

### **CLAIMS FOR RELIEF**

#### **CLAIM I**

#### **PRICE GOUGING**

#### **N.C. GEN. STAT. §§ 75-38 and 75-1.1**

55. The demand for payment of \$14,500.00 by defendant Lacey d/b/a Scotts Tree Service for the tree removal work done for the Garmans was done with the knowledge and intent to charge for necessary services at an unreasonably excessive price under the circumstances, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

#### **CLAIM II**

#### **UNFAIR AND DECEPTIVE TRADE PRACTICES**

#### **N.C. GEN. STAT. § 75-1.1**

56. Each act by the Scotts Tree Service defendants of (1) misrepresenting to Bradley Garman that it was necessary to first have the insurance company consider the job before a price could be determined, (2) persuading Bradley Garman to sign a paper that listed the work to be done, but which did not include the price, and (3) sending the Garmans an invoice with a price produced by the Scotts Tree Service defendants rather than the insurance company, and which was not agreed to by the Garmans, constitutes an unfair or deceptive act or practice in violation of N.C. Gen. Stat. § 75-1.1.

57. The act by defendant Lacey d/b/a Scotts Tree Service of directing Goldberg & Donovan, Inc., a debt collection agency, to engage in collections activities against the Garmans for a "debt" that was the product of price gouging and deception, constitutes an unfair or deceptive act or practice in violation of N.C. Gen. Stat. § 75-1.1.

58. The act by defendant Lacey d/b/a Scotts Tree Service of procuring the services of a debt collection agency, Goldberg & Donovan, Inc., to collect a debt from consumers in North Carolina arising out of a North Carolina transaction, when that agency had no permit to do so and did not comply with the related laws designed to protect North Carolina Consumers, constitutes an unfair or deceptive act or practice in violation of N.C. Gen. Stat. § 75-1.1.

**CLAIM III**  
**UNLAWFUL DEBT COLLECTION PRACTICES**  
**N.C. GEN. STAT. §§ 58-70-90 *et seq.* and 75-1.1**

59. The Goldberg & Donovan defendants engaged in the following **threats or acts of coercion**, each in violation of N.C. Gen. Stat. §§ 58-70-95 and 75-1.1:

- i. Threatening on October 9, 2018, to file a lien against the Garmans the following day if the Garmans did not pay the alleged debt, when the Goldberg & Donovan defendants had no intention to actually file the lien the following day, in violation of N.C. Gen. Stat. § 58-70-95(7);
- ii. Falsely stating that the Garmans' filing of a complaint with the Attorney General about Scotts Tree Service and Goldberg & Donovan, Inc. "will only move things along faster" when, in fact, the Goldberg & Donovan defendants went silent thereafter and did not file a lien, in violation of N.C. Gen. Stat. § 58-70-95(7); and
- iii. Falsely accusing Vikki Garman of insurance fraud, in violation of N.C. Gen. Stat. § 58-70-95(2).

60. The Goldberg & Donovan defendants engaged in the following acts of **harassment**, each in violation of N.C. Gen. Stat. §§ 58-70-100 and 75-1.1:

- i. Making eight threats through numerous emails on October 9, 2018, to impose a lien on the Garmans' property if they did not quickly pay a disputed debt.

61. The Goldberg & Donovan defendants made the following **deceptive or misleading representations**, each in violation of N.C. Gen. Stat. §§ 58-70-110 and 75-1.1:

- i. Sending the Garmans an email titled "SCOTTS TREE SERVICE vs BRAD GARMAN AND VIKKI GARMAN," which falsely implied that a legal action had been opened against the Garmans by Scotts Tree Service, in violation of N.C. Gen. Stat. § 58-70-110(4);
- ii. Misrepresenting defendant Amy R. Lombardi's real name by her signing the "Notice to File a Lien" with the name "Amy Paulk," in violation of N.C. Gen. Stat. § 58-70-110(1);
- iii. Threatening on October 9, 2018, to file a lien against the Garmans' property the following day if the Garmans did not pay the alleged debt, which constitutes a false representation of the status or true nature of the services rendered by the collection agency because the Goldberg & Donovan defendants had no intention of actually filing the lien, in violation of N.C. Gen. Stat. § 58-70-110(7);
- iv. Holding defendant Stephen Lombardi out to be a lawyer and/or creating the appearance that Goldberg & Donovan, Inc. was a law firm, which constitutes a false representation of the status or true nature of the services rendered by the collection agency, in violation of N.C. Gen. Stat. § 58-70-110(7);
- v. Stating that Bradley Garman had signed what was falsely portrayed as the "original signed estimate" when, in fact, Bradley Garman signed that document

*before* it included price figures and only later learned that price figures were added to it upon receiving the attachment to defendant Lombardi's initial October 9, 2018, email, in violation of N.C. Gen. Stat. § 58-70-110(4);

- vi. Deceptively holding themselves out to be authorized to collect debt from consumers in North Carolina by engaging in debt collection efforts against the Garmans when, in fact, the Goldberg & Donovan defendants were not authorized to collect debts from consumers in North Carolina because they lacked a permit from the North Carolina Department of Insurance, in violation of N.C. Gen. Stat. § 58-70-110(7);
- vii. Deceptively representing the character of the alleged debt by asserting several times that the Garmans owe the debt and that a court unequivocally "will" order them to pay it notwithstanding their defenses of price gouging and fraud, in violation of N.C. Gen. Stat. § 58-70-110(4); and
- viii. Falsely represented on the Goldberg & Donovan, Inc. website that the company "may actively pursue consumer and commercial debt anywhere in the country" when Goldberg & Donovan, Inc. did not possess a permit to engage in collection activities against North Carolina consumers during the time relevant to this case, in violation of N.C. Gen. Stat. § 58-70-110(7).

62. The Goldberg & Donovan defendants engaged in the following **unfair act**, in violation of N.C. Gen. Stat. §§ 58-70-115 and 75-1.1:

- i. Engaging in debt collection against the Garmans, who are North Carolina consumers, without first obtaining a permit from the North Carolina Department of Insurance when the granting of that permit would have ensured

that the Goldberg & Donovan defendants complied with the numerous provisions designed to protect North Carolina consumers set forth in N.C. Gen. Stat. § 58-70-5.

**CLAIM IV  
FAILURE TO REGISTER AS FOREIGN CORPORATION  
N.C. GEN. STAT. § 55-15-01**

63. Defendant Goldberg & Donovan, Inc. conducted business in North Carolina without registering with the North Carolina Secretary of State as a foreign corporation, in violation of N.C. Gen Stat. § 55-15-01.

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

64. In light of the evidence that defendants engaged in the violations of law set forth above in the Complaint, and as supported by the attached affidavits, the State requests that defendants, and persons acting under their direction or control or with their approval, be enjoined immediately as set forth in detail in paragraphs 67-68 of this complaint.

65. Unless defendants are restrained and enjoined, they will continue to violate North Carolina law and financially harm citizens of North Carolina.

**PRAYER FOR RELIEF**

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

66. 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, 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 defendants' 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 of, or encumbering any of defendants' assets without permission of the Court;

67. That defendants Stephen J. Lombardi, Amy R. Lombardi, and Goldberg & Donovan, Inc., together with their agents, employees, representatives, subcontractors, successors and assigns, be temporarily restrained, under N.C. Gen. Stat. § 75-14, from

- i. engaging in prohibited practices by collection agencies engaged in the collection of debts from North Carolina consumers as set forth in North Carolina's Collection Agency Act, N.C. Gen. Stat. § 58-70-90 *et seq.*, including but not limited to the acts and practices listed above;
- ii. 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

- iii. transferring, withdrawing, concealing, disposing of, or encumbering any of defendants' assets without permission of the Court;

68. That defendants be required, under N.C. Gen. Stat. § 75-14, 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 defendants, or any person or entity acting under their direction or control, have provided products or services since September 7, 2018, together with an individualized accounting of all payments received from each such consumer;
- ii. The name and address of every bank at which defendants maintain deposit, checking, or other accounts, along with the account number for each such account, a statement of the current balance in each such account, and a copy of the bank statement(s) for each such account that covers the period August 7 through October 19, 2018; and
- iii. A current balance sheet and the most recent profit and loss statement for each business that defendants, or any person or entity acting under their direction or control, operate in North Carolina or which provide products or services to regarding North Carolina consumers;

69. That the Court schedule a hearing 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;

70. 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;

71. That defendants be ordered, pursuant to N.C. Gen. Stat. § 75-15.1 to pay restitution to all consumers and insurers who suffered injury due to defendants' unlawful acts and practices set forth above;

72. That defendants be ordered to disgorge all amounts they or their agents, employees, representatives, subcontractors, successors and assigns have received, or in the future do receive, in connection with the tree work and debt collection activities set forth above, under N.C. Gen. Stat. § 75-14;

73. That the Court, pursuant to N.C. Gen. Stat. § 75-15.1, cancel all express, implied or constructive contracts between the Scotts Tree Service defendants, acting as contractors or subcontractors, and the owners of the property described above, including that the Court extinguish any and all statutory or common law *quantum meruit* rights of defendants against the property owners and/or their insurer for the above-noted tree work;

74. That the Scotts Tree Service defendants be ordered to pay civil penalties of \$5,000.00 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;

75. That the Goldberg & Donovan defendants be ordered to pay, jointly and severally, all fines, penalties, fees and taxes owing in connection with their violations of N.C. Gen Stat. §§ 55-15-01;

76. That the Goldberg & Donovan defendants be ordered to pay, jointly and severally, civil penalties of \$4,000.00 for each violation of N.C. Gen. Stat. §§ 58-70-95, -100, -110, and -115, pursuant to N.C. Gen. Stat. § 58-70-130;

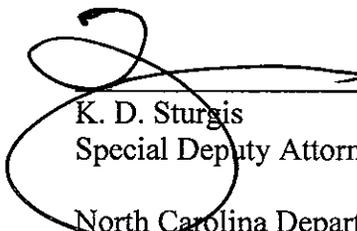
77. That defendants be ordered to reimburse the State for attorneys' fees and litigation expenses in this action, pursuant to N.C. Gen. Stat. § 75-16.1;

78. That the costs of this action be taxed to defendants; and

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

Respectfully submitted, this the 17<sup>th</sup> day of October, 2018.

JOSHUA H. STEIN  
ATTORNEY GENERAL



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STATE OF NORTH CAROLINA  
COUNTY OF WAKE

AFFIDAVIT OF MARIA HARKLEY

Maria Harkley, first 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.

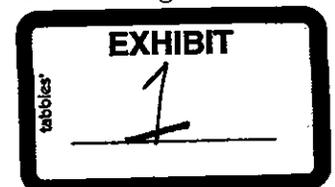
{2} **Attachment 1** is a true and accurate copy of the website for defendant Goldberg & Donovan, Inc., at [www.goldberganndonovan.com](http://www.goldberganndonovan.com). On the left side of the home page, directly under the company's name, it states, "\*Debt Collections\* Commercial and Retail."

{3} The home page of that website also states, "With a nationwide presence, Goldberg & Donovan is licensed and bonded in accordance with the FDCPA (Fair Debt Collection Practices Act) and Attorney General. We maintain all national registration requirements so that we may actively pursue consumer and commercial debt anywhere in the country."

{4} However, I have searched the North Carolina Department of Insurance's database of debt collectors that hold a permit to operate in North Carolina, at <https://sbs-nc.naic.org/Lion-Web/jsp/sbsreports/CompanySearchLookup.jsp>, and neither defendants Goldberg & Donovan, Inc., Stephen Lombardi, Amy Lombardi, nor "Amy Paulk" are identified as permitted debt collectors in North Carolina under N.C. Gen. Stat. § 58-70-1 ("No person, firm, corporation or association shall conduct or operate a collection agency business...until he or it shall have secured a permit therefor as provided in this article.").

{5} I have also reviewed the correspondence of defendants Goldberg & Donovan, Inc., Stephen Lombardi, Amy Lombardi, and "Amy Paulk" with Bradley and Vikki Garman that is attached to Vikki Garman's affidavit. No North Carolina debt collector permit number is displayed in the communications sent by these defendants, as required by N.C. Gen. Stat. § 58-70-50.

{6} I have researched the corporate officers of defendant Goldberg & Donovan, Inc. at the Massachusetts Secretary of the Commonwealth database, <http://www.sec.state.ma.us/cor/corsearch.htm>. **Attachment 2** is a true and accurate copy of that database's display of defendant Goldberg & Donovan, Inc.'s 2017 annual report. It shows "Amy R. Lombardi" as the President, Treasurer, Secretary and Director of that company; it shows the company's registered address as "27 Highland



Street, Milford, MA 01757 USA,” and it states that the company is a “COLLECTION AGENCY.”

{7} I have researched the real estate transactions of defendants Stephen Lombardi and Amy Lombardi at the Worcester Registry of Deeds website, <https://massrods.com/worcester/>. Attachment 3 is a true and accurate copy of the deed displayed on that website by which defendants Stephen Lombardi and Amy Lombardi engaged in a real estate transaction in Hopedale, MA. The deed refers to “Amy R. Lombardi f/k/a Amy R. Paulk,” and was executed by them. Thus, Amy Lombardi and Amy Paulk are one and the same person.

{8} I have also researched news articles about defendants Stephen Lombardi and Amy Lombardi. Attachment 4 is a true and accurate copy of a birth announcement by or for defendants Stephen Lombardi and Amy Lombardi displayed at the Milford Daily News website, <https://www.milforddailynews.com/x1528271059>. It refers to the parents of the newborn as “Stephen and Amy (Paulk) Lombardi of Hopedale” as well as to “[m]aternal grandparents...Janet and Ray Paulk of Hopedale.”

Further your affiant sayeth naught.

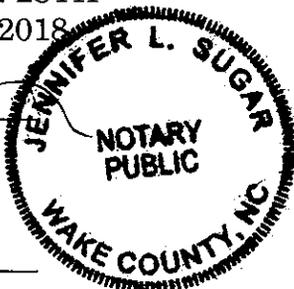
*Maia Hankley*

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

*Jennifer L. Sugar*  
Notary Public

My commission expires:

1/3/21



# Goldberg & Donovan

• Debt Collections •  
Commercial and Retail

Arbitration • Recovery  
interstate and domestic

### Quick Contact

Company:

Name:

Title:

Receivables Location:

AL ▼

Phone:

Email:

Enter comments here!

Submit Reset

Home Place Account

## Welcome to Goldberg & Donovan

With a nationwide presence, Goldberg & Donovan is licensed and bonded in accordance with the FDCPA (Fair Debt Collection Practices Act) and Attorney General. We maintain all national registration requirements so that we may actively pursue consumer and commercial debt anywhere in the country. We are also members in good standing with the American Collectors Association.

On behalf of all entities that have extended credit, contracted for service or lease, or offered payment installment plans, our goal is to provide quick recovery of your outstanding debt while maintaining the respect and dignity of your company.

### Delinquent Debt

Delinquent debt accounts are placed with our firm via mail, fax or online and are investigated and collected on the creditor's behalf on a contingency fee basis.



### Arbitration

Though all accounts are investigated and pursued for the full balance, it is not our mission to destroy individual or business credit. Our experience in arbitration and business economics not only works to secure financial integrity but to also procure prompt payments.

member



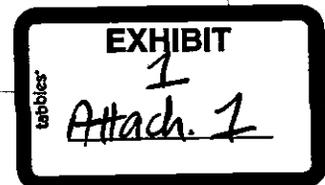
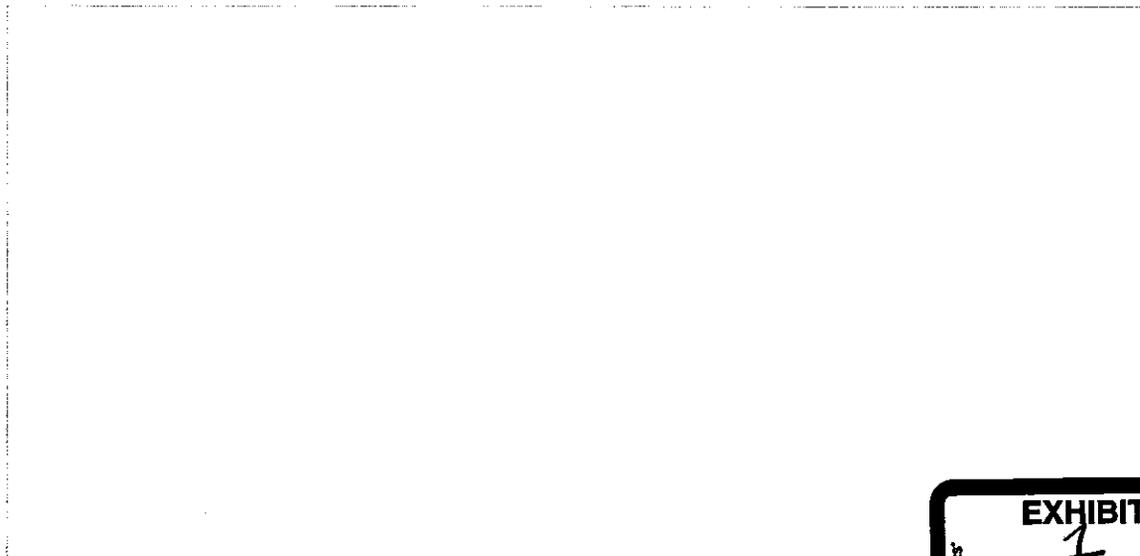
Professionally licensed • bonded • insured  
commercial and consumer third-party agent for debt collection

### Services

- Commercial Collections
- Consumer Collections
- NSF Check Recovery
- Judgment Recovery
- Legal Appointment
- Credit Reporting
- Phone Check Processing
- Payment Bond Collections
- Private Investigations
- Attorney Referral
- Industrial and Construction Collections
- Medical & Dental Collections
- Payment Plan Processing
- Live Account Updating

- No Contracts
- No Tiers
- No Hassles

Just Straight Collections





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Annual Report**

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 001020988

1. Exact name of the corporation: GOLDBERG & DONOVAN, INC.

2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: RAYMOND DOIRON  
 No. and Street: 27 HIGHLAND ST.  
 City or Town: MILFORD State: MA Zip: 01757 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 197 MAIN STREET, SUITE 203  
 City or Town: MILFORD State: MA Zip: 01757 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	AMY R. LOMBARDI	27 HIGHLAND ST. MILFORD, MA 01757 USA
PRESIDENT	AMY R. LOMBARDI	27 HIGHLAND ST. MILFORD, MA 01757 USA
TREASURER	AMY R. LOMBARDI	27 HIGHLAND ST. MILFORD, MA 01757 USA
SECRETARY	AMY R. LOMBARDI	27 HIGHLAND ST. MILFORD, MA 01757 USA
DIRECTOR	AMY R. LOMBARDI	27 HIGHLAND ST. MILFORD, MA 01757 USA

7. Briefly describe the business of the corporation:

COLLECTION AGENCY

8. Capital stock of each class and series:

**EXHIBIT**  
 1  
 Attach. 2

9. Check here if the stock of the corporation is publicly traded:

10. Report is filed for fiscal year ending: 12/31/2017

Signed by AMY R. LOMBARDI, its PRESIDENT  
on this 16 Day of January, 2018

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All Rights Reserved

80003

25NB

①

QUITCLAIM DEED

We, **STEPHEN J. LOMBARDI** and **AMY R. LOMBARDI**, f/k/a **AMY R. PAULK**, both of Mendon, Massachusetts for consideration of less than ONE HUNDRED DOLLARS grant to **STEPHEN J. LOMBARDI** and **AMY R. LOMBARDI**, as husband and wife, as tenants by the entirety of 55 Jones Road, Hopedale, Worcester, County, Massachusetts, *WITH QUITCLAIM COVENANTS*,

A certain lot of land, with the buildings and improvements thereon, situated on the westerly side of Jones Road in Hopedale, Worcester County, Massachusetts, shown as Lot 40 on a certain plan by Guerriere & Hanlon, Inc., Engineering & Land Surveying, 326 West Street, Milford, Mass., recorded with the Worcester District Registry of Deeds in Plan Book 490, Plan 26, entitled "Mountainview Estates-Subdivision of Land in Hopedale, Mass., Property of R & F Realty Trust, Scale: 40 feet to an inch. September 29, 1978" as revised said lot being bounded and described as follows according to Sheet 2 of said plan:

Beginning at a point on the westerly side of Jones Road at the southeasterly corner of Lot 40 and the northwesterly corner of Parcel E; thence running

S. 86 degrees 19' 01" W., along said Parcel E, 165.14 feet to a point; thence

N. 34 degrees 06' 53" W., 73.43 feet to a point; thence

N. 36 degrees 21' 20" E., 48.02 feet to a point; thence

N. 86 degrees 30' 30" E., 178.51 feet to the westerly side of Jones Road; thence

SOUTHERLY along the curve of Jones Road as shown on said plan, 100.0 feet to the point of beginning.

Said Lot containing in area according to said plan, 18,596 square feet more or less.

Said premises are conveyed subject to an with the benefit of easements, reservation, restriction, and rights of way of record so far as the same are now in force and applicable.

For Grantor's Title see deed of Stephen J. Lombardi and Amy J. Paulk dated \_\_\_\_\_ and recorded with the Worcester District Registry of Deeds in Book 16136 Page 101.

Witness our hand and seal this the 5th day of June, 1998

*Stephen J. Lombardi*  
\_\_\_\_\_  
STEPHEN J. LOMBARDI  
*Amy R. Lombardi*  
\_\_\_\_\_  
AMY R. LOMBARDI

**COMMONWEALTH OF MASSACHUSETTS**

Norfolk, ss.

Date: 6/5/1998

Then personally appeared the above-named Stephen J. Lombardi and Amy R. Lombardi and acknowledged the foregoing instrument to be their free act and deed before me.

*Richard R. Cornetta, Jr.*  
\_\_\_\_\_  
Richard R. Cornetta, Jr.  
Notary Public  
My commission expires: June 26, 1998

JONES RD HOPEDALE MA

CORNETTA & VALLOE  
12 WASHINGTON ST SRE 1  
FRANKLIN MA 02038

RECORDED 9 AM JUN 11 1998

ATTEST: WORC. Anthony J. Vigliotti, Register

EXHIBIT  
1  
Attach. 3

**THE MILFORD  
DAILY NEWS****Births: Zachary Stanton Flanagan**

By GateHouse Media

Posted Dec 12, 2004 at 12:01 AM

Updated Dec 12, 2004 at 12:00 PM

Zachary Stanton Flanagan, son of Mariana (Geary) and John Flanagan of Uxbridge, was born Aug. 27, 2004, at Newton-Wellesley Hospital. Maternal grandparents are Doris and Stanton Geary of Pomfret, Conn. Paternal grandparents are Mary Lou and George Flanagan of Medway.

Ella Grace Benstock, daughter of Jennifer and Brian Benstock of Framingham, was born Aug. 27, 2004, at MetroWest Medical Center. Maternal grandparents are Jim Johnson of Rockwall, Texas and Maridee Johnson of Overland Park, Kan. Paternal grandparents are Jack and Maxine Benstock of Summerfield, Fla.

Dawson James Gregoire

Dawson James Gregoire, son of Donald and Sherri (Gniadek) Gregoire Sr. of Millville, was born Aug. 27, 2004, at Milford Regional Hospital. Maternal grandparents are Debbie and Donald White of Milford and Joseph Gniadek of Uxbridge. Paternal grandparents are Carol and Bill Scorzelli of Hudson and John Gregoire of Worcester. Dawson is the brother of 6-year-old D.J. and 4-year-old Dylan.

Ava Monroe Hemen

Ava Monroe Hemen, daughter of Erika Maxwell and Christopher Hemen of Plainville, was born Aug. 29, 2004, at Sturdy Memorial Hospital, Attleboro. Maternal grandparents are Sandra Mann and Bruce Maxwell of North Attleboro. Paternal grandparents are Roger and Cho Hemen of Mendon.

Angelina Amy Lombardi

Angelina Amy Lombardi, daughter of Stephen and Amy (Paulk) Lombardi of Hopedale, was born Aug. 29, 2004, at Milford Regional Hospital. Maternal grandparents are Janet and Ray Paulk of Hopedale. Paternal grandparents are Frank and Sandra Lombardi of Hopedale and Sue and Doug Brassell of Georgia. Great-grandparents are Sylvia Lombardi of Milford and Elizabeth Paulk of Hampden. Angelina is the sister of 5-year-old Dena and 3-year-old Matthew.



**Charlotte Lynn Perry**

Charlotte Lynn Perry, daughter of Dave and Beth (Bloomfield) Perry of Ashland, was born Aug. 30, 2004, at MetroWest Medical Center. Maternal grandparents are Elaine and Gerald Bloomfield of Framingham. Paternal grandparents are Cheryl Greene of Framingham and Jim Perry of California. Brother is Garrett Michael.

**Jared Hayden Freedman**

Jared Hayden Freedman, son of Sharon and Eric Freedman of Framingham, was born Aug. 31, 2004, at Newton-Wellesley Hospital. Maternal grandparents are Hadassah Mendelsohn and Leslie and Harvey Mendelsohn, all of Framingham. Paternal grandparents are Phyllis and Lester Dennis and Zoe and Mark Freedman, all of Framingham.

**Matthew Paul Healey**

Matthew Paul Healey, son of Paul and Nicole (Burton) Healey Jr. of Uxbridge, was born Aug. 31, 2004, at Milford Regional Hospital. Maternal grandparents are Carol and Bruce Burton of Mystic, Conn. Paternal grandparents are Paul and Joyce Healey Sr. of Mystic, Conn. Great-grandparents are Juanita and John Burdick, Louise and Eric Burton, Gladys Howard and Eunice Healey. Matthew is the brother of 2-year-old Danielle Nicole.

**Michael Chase Oliveri**

Michael Chase Oliveri, son of Joseph and Shauna (Sullivan) Oliveri of Hopedale, was born Aug. 31, 2004, at Milford Regional Hospital. Maternal grandparents are Robert and Diane Sullivan of Westborough. Michael is the brother of 2-year-old Nicholas Pierce Oliveri and stepbrother of 21-year-old Joey and 19-year-old Nicole.

**Ahlorah Skyla Faron**

Ahlorah Skyla Faron, daughter of Amy Snyder and David Faron, was born Aug. 31, 2004, at Landmark Medical Center, Woonsocket, R.I. Maternal grandparents are Donna Watson and Victor Soares of Milford. Paternal grandparents are Millie and Al Groski of Woonsocket, R.I. Ahlorah is the sister of 1-year-old Joshua David Faron.

**Roman Benjamin Pisani**

Roman Benjamin Pisani, son of Katie (Koziol) and Dana Pisani of Franklin, was born Sept. 1, 2004, at Milford Regional Hospital. Maternal grandparents are Stan and Carolyn Koziol of Wrentham. Paternal grandparents are Leon and Beth Pisani of Wrentham. Great-grandparents are Babcia Koziol, Ben Barrows and Charles Bartholomew of Massachusetts and New York.

**Alise Teresa Higgins**

Alise Teresa Higgins, daughter of Jennifer (Morais) and Michael Higgins of Medway, was born Sept. 1, 2004, at Milford Regional Hospital. Maternal grandparents are Antonio Morais of Milford and the late Teresa Morais of Milford. Paternal grandparents are James Higgins of York Beach, Maine, and Lori Humphrey of Holliston.

**Meghan Casey Tulloch**

Meghan Casey Tulloch, daughter of Lauren (McLeod) and Steven Tulloch of Framingham, was born Sept. 2, 2004, at Newton-Wellesley Hospital. Grandparents are William and Marie McLeod of Monroe, Conn., and Martin and Constance Tulloch of Cataumet.

**Lillian Abigail Dobson**

Lillian Abigail Dobson, daughter of Kiley Turner and Brendon Dobson of Framingham, was born Sept. 2, 2004, at Milford Regional Hospital. Maternal grandparents are Jan and Mark Turner of Franklin. Paternal grandparents are Karen and Brian Dobson of Framingham.

**Mia Kathleen Volpe**

Mia Kathleen Volpe, daughter of Michael and Maureen (Topping) Volpe of Uxbridge, was born Sept. 3, 2004, at MetroWest Medical Center, Framingham. Mia is the sister of 7-year-old Sydney, 6-year-old Allie and 2-year-old Lucas.

**Caleb Paul Draper**

Caleb Paul Draper, son of Ben and Angela (Robbins) Draper of Sutton, was born Sept. 3, 2004, at Newton-Wellesley Hospital. Maternal grandparents are Paul and Marlena Robbins of Holliston. Paternal grandparents are Ben and Jane Draper of Robesonia, Pa.

Emily Hope St. George

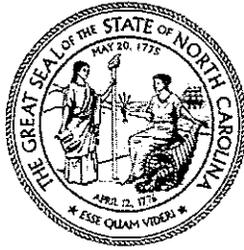
Emily Hope St. George, daughter of Darin and Michelle (Geary) St. George of Holliston, was born Sept. 3, 2004, at Newton-Wellesley Hospital. Maternal grandparents are Dave and Claire Geary of Milford. Paternal grandmother is Marjorie St. George of Holliston.

Kimberly Justiniano

Kimberly Justiniano, daughter of Maria Lourdez Soliz and Elmer Justiniano of Framingham, was born Sept. 7, 2004, at MetroWest Medical Center.

Joseph Salvatore Buffone

Joseph Salvatore Buffone, son of Wendy (Abraham) and James Buffone of Franklin, was born Sept. 7, 2004, at Milford Regional Hospital. Maternal grandmother is Catherine Abraham of Norfolk. Paternal grandparents are Virginia and Salvatore Buffone of Franklin. Brother is Dominic.



# 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).

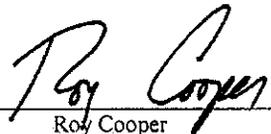
Section 8.

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.

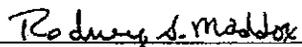
This declaration is effective immediately and shall remain in effect until rescinded.

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.



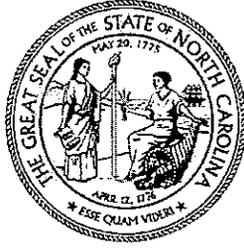
Roy Cooper  
Governor

ATTEST:



Rodney S. Maddox  
Chief Deputy Secretary of State





# State of North Carolina

**ROY COOPER**  
GOVERNOR

October 10, 2018

EXECUTIVE ORDER NO. 74

## 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 the remnants of Hurricane Michael ("Hurricane"); and

**WHEREAS**, the State of North Carolina remains under a state of emergency to assist with the recovery from Hurricane Florence; and

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

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

**WHEREAS**, the potential impacts from Hurricane Michael constitute a state of emergency as defined in N.C. Gen. Stat. §§ 166A-19.3(6) and 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 in the North Carolina Emergency Management Act 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 following counties in North Carolina: Alamance, Anson, Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Caswell, Chatham, Chowan, Columbus, Craven, Cumberland, Currituck, Dare, Davidson, Davie, Duplin, Durham, Edgecombe, Forsyth, Franklin, Gates, Granville, Greene, Guilford, Halifax, Harnett, Hertford, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Montgomery, Moore, Nash, New Hanover, Northampton, Onslow, Orange, Pamlico, Pasquotank, Pender, Perquimans, Person, Pitt, Randolph, Richmond, Robeson, Rockingham, Sampson, Scotland, Stokes, Surry, Tyrrell, Vance, Wake, Warren, Washington, Wayne, Wilson, and Yadkin ("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).

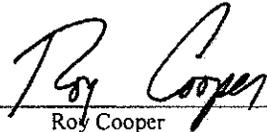
Section 8.

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.

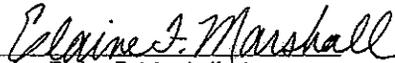
This declaration is effective immediately and shall remain in effect until rescinded.

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 10<sup>th</sup> day of October in the year of our Lord two thousand and eighteen.



Roy Cooper  
Governor

ATTEST:

  
Elaine F. Marshall  
Secretary of State



STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF VIKKI GARMAN

Vikki Garman, first being sworn, deposes and says:

1. My name is Vikki Garman. I am over the age of 18 and am competent to provide this affidavit. The information I give is based on my personal knowledge.

2. My home address is 4418 N. College Road, Castle Hayne, North Carolina. I live there with my husband, Bradley Garman.

3. Following Hurricane Florence we needed two trees removed from our property. They had fallen on our swimming pool, the well pump house, and the garage.

4. On September 15, 2018, a friend posted on Facebook that anyone needing tree removal services should give her nephew Randy a call because he's in town. (**Attachment 1** is a true and accurate copy of the Facebook post.) I telephoned her and she sent Randy to my house the following day.

5. Through later research, and after viewing his Facebook page, I have since identified him as Randy Lee Shannon Jr.

6. When Randy came to my home on September 16, 2018, I informed him that our insurance policy has a \$2,000.00 deductible, and he said not to worry because he works directly with the insurance company. We gave him our claim number and policy number.

7. We asked Randy a number of times for a price estimate, but he would not give one and said that the price could only be determined once photographs and measurements were sent to and reviewed by the insurance company.

8. Randy had my husband sign a paper that had a description of the work to be done. The form had blank spaces for the price information. Those spaces were not filled in when my husband



signed it, and we never saw those filled out. This did not alarm me because Randy is a friend's nephew, and we trusted that we would be dealt with honestly and fairly.

9. The work was done on September 18, 2018. A crew of eight men from Scotts Tree Service completed the job in about one hour.

10. Upon returning from an out-of-town trip, on September 30, 2018, we found that an invoice from Scotts Tree Service for \$14,500.00 had arrived in the mail.

11. I called the owner of Scotts Tree Service, Scott, and Randy but could not reach either of them.

12. My husband and I were shocked at the \$14,500.00 and would have never agreed to such a high amount

13. It was particularly shocking because we had a standing pecan tree of similar size cut down in July 2018 for \$900.00, and two other trees cut down as well, for a total of \$1,800.00. (A true and accurate copy of the invoice that included the July 2018 tree work is at **Attachment 2**.) Cutting down the pecan tree was more complex because our power lines ran through it and a bucket truck was needed for that job, whereas that additional equipment was not used for the work by Scotts Tree Service on September 18, 2018. (Photographs are attached as **Attachment 3** showing, for purposes of comparison, both the trees we had removed in July 2018 as well as the trees removed in September 18, 2018 by Scotts Tree Service.)

14. I alerted my insurance company not to pay the claim for the work done by Scotts Tree Service.

15. On October 9, 2018, I received numerous communications from a person who identifies himself as Stephen Lombardi. Lombardi said in the first telephone call that he was "with the firm Goldberg and Donovan" and was calling about a "legal matter." The firm is apparently located in Milford, Massachusetts.

16. The first email my husband and I received from Lombardi, sent October 9, 2018, at 11:24 a.m., had as its subject line: "SCOTTS TREE SERVICE vs BRAD GARMAN AND VIKKI GARMAN." This email stated that Goldberg and Donovan had been "retained" by Scotts Tree Service in regard to a past due balance and referred to an attached "Notice of Intent to File Mechanics Lien." At the bottom of the email it states that this email "may contain confidential information that is legally privileged." (A true and accurate copy of the email with its referenced attachments, is at **Attachment 4**.)

17. The email also states, "Please review and call me back by 5:00 today if you wish to avoid the Mechanics Lien and any further action."

18. I am a former paralegal and understood this email to be a communication from a law firm. This belief is reflected in my October 9, 2:21 p.m. reply email to Lombardi in which I addressed him as "Attorney Lombardi." (A true and accurate copy of the entire email chain is at **Attachment 5**) Although he responded to that email, Lombardi never corrected me to say he was not an attorney.

19. Attached to Lombardi's initial October 9, 2018, 11:24 a.m., email was what his email characterizes as "the original signed estimate." (A true and accurate copy of the document attached to Lombardi's email is contained in **Attachment 4**)

20. The representation in Lombardi's email that this document is "the original signed estimate" is false. The document attached to Lombardi's email had price numbers filled in, whereas the document my husband signed contained blank price sections listing no price figures and contained only a description of the work.

21. Also attached to Lombardi's original email is a copy of the \$14,500.00 invoice we received from Scotts Tree Service. (**Attachment 4**)

22. While that invoice correctly indicates, "Remove one 26" tree," it falsely represents that the work included "Remove one 31" tree." The second tree was 21" in diameter, not 31". (**Attachment 6** is a true and accurate copy of a photograph showing the 21" measurement of the stump.)

23. My husband by reply email at 11:28 a.m. on October 9, 2018, to Lombardi's initial 11:24 a.m. email informed Lombardi, "I am sorry. The thing I signed had no written amount indicated on the invoice. I asked about it and Randy said that he does not know the amount until talking to the insurance company. This is fraud in the worst. I would never have agreed to this amount ever." **(Attachment 5)**

24. Lombardi by email replied at 11:47 a.m., October 9, 2018, "Brad that is not true and the most ridicules (sic) thing I have heard. You signed the estimate period. The money is due. No one in their right mind would sign a blank estimate." **(Attachment 5)**

25. Lombardi's statement, "You signed the estimate period" is false because the description of work to be performed that my husband signed did not contain price information and therefore was not an estimate. **(Attachment 5)**

26. In Lombardi's 11:47 a.m. email, he threatened again, "If you wish to avoid the Mechanics Lien and any further action, call me by 5:00 today." **(Attachment 5)**

27. After my husband further detailed Randy's representation about why he could not give a price, and also informed Lombardi that we had filed a complaint with the Attorney General's office, Lombardi replied at 1:58 p.m., October 9, 2018, "You signed the agreement for the \$14,500.00 and are responsible to pay the \$14,500.00. Ultimately, you will be court ordered to pay this along with all of Scotts Tree Service's attorney fees, collection costs and court costs." In this 1:58 p.m. email, Lombardi also referred twice to the threat of filing a Mechanics Lien. **(Attachment 5)**

28. The statement that, "[We] signed the agreement for the \$14,500.00" is false. We never signed any document agreeing to that price.

29. At 4:27 p.m. on October 9, 2018, I informed Lombardi that the Attorney General's Office is actively investigating Scotts Tree Service as well as Lombardi's firm. Lombardi replied at 5:15 p.m.: "Vikki my office only represents Scotts Tree Service and has nothing to do with any price

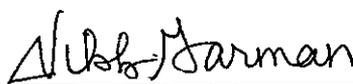
gouging and your threats will only move this along faster.... I will move forward in the morning.”

**(Attachment 5)**

30. To my knowledge neither Lombardi, Goldberg and Donovan, Inc., nor anyone acting on their behalf filed a lien on our property on October 10 or at any time thereafter.

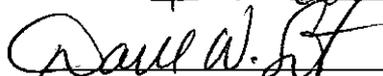
Further your affiant sayeth naught.

This the 13<sup>th</sup> of October, 2018.

  
\_\_\_\_\_  
Vikki Garman, Affiant

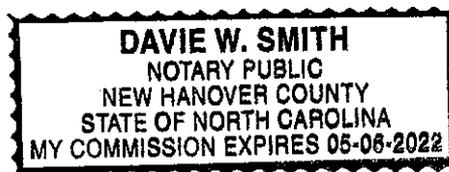
Sworn to and subscribed before me

This the 13 day of October, 2018.

  
\_\_\_\_\_

Notary Public

My Commission Expires: 05-06-2022



10/8/2018

(5) Risa Johnson



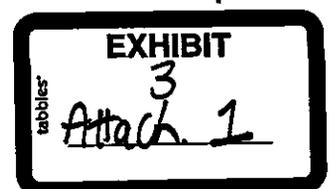
Risa Johnson

September 15 at 11:31 AM

Local friends. ...hope y'all made it through safely. Our city looks like a war zone with all the destruction from Florence. If you have trees down and need help, my nephew is here with his whole tree service crew. Give me a shout or call them directly 614-554-8937.

<https://www.facebook.com/risa.johnson.79>

1/1



Invoice Date 07/02/2018

Due Date 07/02/2018



Item	Description	Unit Price	Quantity	Amount
Service	Remove 22" dia. Pecan tree from back of house	900.00	1.00	900.00
Service	Remove 18" dia. Cedar tree from beside driveway	300.00	1.00	300.00
Service	Remove 12" dia. Pear tree from beside driveway	200.00	1.00	200.00
Service	Move two 10' red tip bushes to beside driveway	150.00	1.00	150.00
Service	Grind all stumps and root system for above removed trees	250.00	1.00	250.00
<b>NOTES:</b> Invoice due upon receipt unless otherwise noted				
All invoices past 30 days due a 1% Interest will be added per day				
Thank you for choosing Fox's Tree Service				
		<b>Subtotal</b>		1,800.00
		<b>Total</b>		1,800.00
		<b>Amount Paid</b>		1,800.00
		<b>Balance Due</b>		\$0.00

trees that  
fell in hurricane

pecan tree that cost \$900 to cut down  
and remove the stump a few months ago

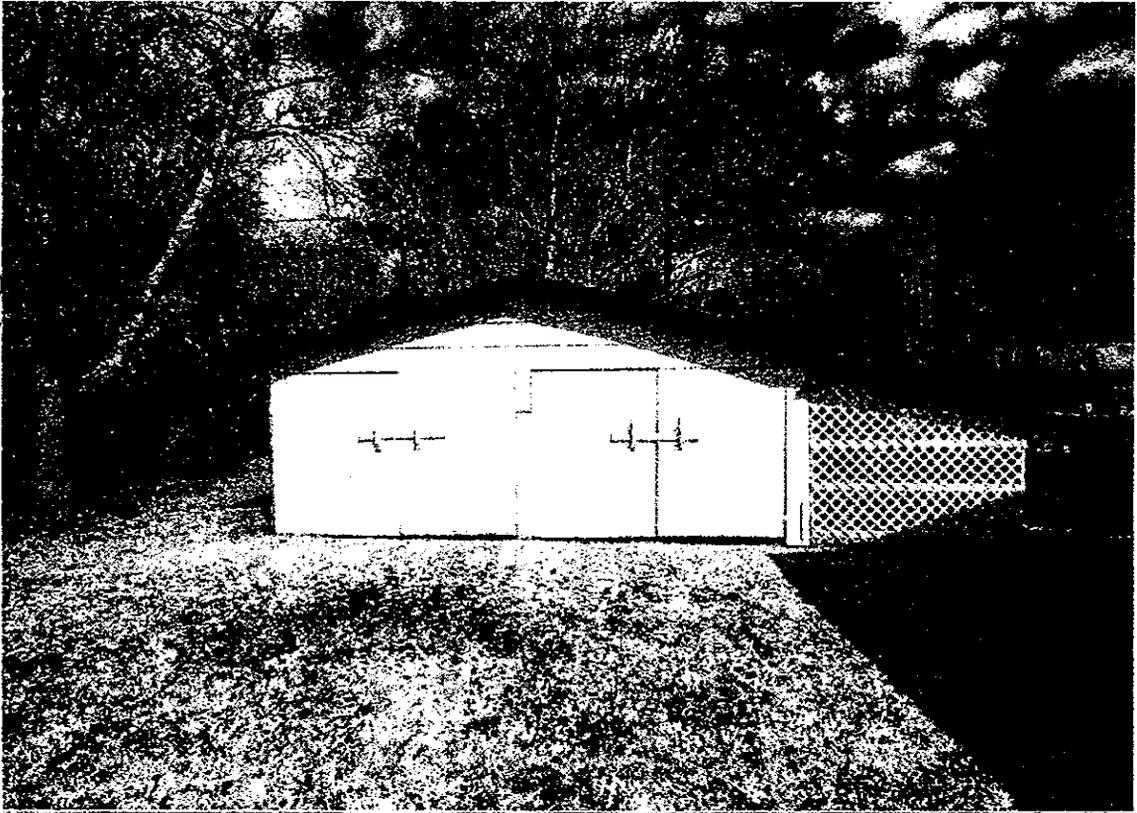


pecan  
tree



EXHIBIT  
3  
Attach. 3

tree  
that  
fell  
during  
hurricane



trees  
that  
fell  
during  
hurricane



----- Forwarded Message -----

**From:** Steve Lombardi

**To:** [BGARMAN87@GMAIL.COM](mailto:BGARMAN87@GMAIL.COM)

**Cc:** [vikki74@yahoo.com](mailto:vikki74@yahoo.com)

**Sent:** Tuesday, October 9, 2018, 11:24:19 AM EDT

**Subject:** SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

Brad and Vikki Garman,

Goldberg and Donovan has been retained by Scotts Tree Service in regards to your past due balance with them in the amount of \$ 14,500.00 . I have attached a copy of the original signed estimate, a copy of your past due invoice and a copy of the Notice of Intent to File the Mechanics Lien on the property located at 4418 N College Rd Castle Hayne , NC 28429 where the work was performed. Please review and call me back by 5:00 today if you wish to avoid the Mechanics Lien and any further action. My direct # is 1-508-634-0450

Thank you,

Stephen Lombardi

**Goldberg & Donovan, Inc.**

197 Main Street, 2<sup>nd</sup> Floor

Milford, MA 01757

t: (508) 634-0450

f: (508) 634-0454

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# GOLDBERG & DONOVAN, INC

197 Main Street, Suite 203 • Milford, Massachusetts 01757

COPY

## Notice of Intent to File a Lien

October 8, 2018

To: Bradley Garman  
Vikki Garman  
4418 N. College Road  
Castle Hayne NC 28429

Please accept this notice that there is due and owing to Scotts Tree Service the sum of \$14,500.00 for services performed or furnished labor and material or rental equipment at 4418 N. College Road, Castle Hayne NC 28429.

We intend to file a lien versus the property located at 4418 N. College Road, Castle Hayne NC 28429 on behalf of Scotts Tree Service if the above sum is not paid within ten (10) days.

Goldberg & Donovan, Inc.

By:   
Amy Paulk  
Lien Confirmation Specialist

Toll Free 877-9-Recoup (877-973-2687) • Telephone 508-634-0450 • Fax 508-634-0454

[WWW.GoldbergandDonovan.com](http://WWW.GoldbergandDonovan.com)





**Brad Garman**  
4418 N. College Rd  
Castle Haynes, North Carolina 28429  
(717) 385-5085

**Scotts Tree Service**

5404 Columbus Pike  
Lewis Center, Ohio 43035

Phone: (614) 554-8937

Email: scottstree@yahoo.com

Web: www.ColumbusTree911.com

Payment Terms      Due upon receipt  
Invoice #                      000313  
Date                              09/24/2018

<b>Description</b>	<b>Total</b>
Remove	\$14,000.00
Remove one 31" uprooted tree Remove one 26" multi trunk uprooted tree From impacted fence, pool, garage and out building.	
ALLSTATE POLICY# HW00001315-01 CLAIM# CLB00001118	
Haul debris	\$500.00
Haul debris and stack curbside	
<b>Subtotal</b>	<b>\$14,500.00</b>
<b>Total</b>	<b>\$14,500.00</b>

As the owner or authorized agent of the owner of this property, I hereby authorize Scotts Tree Service to proceed with the planned work. I also have read and agree to all terms and conditions in this contract. I AGREE THAT PAYMENT IS DUE IN FULL UPON COMPLETION. IF THIS IS INSURANCE WORK YOU AGREE TO ISSUE PAYMENT IN FULL UPON RECEIPT OF INSURANCE FUNDS.

#### TERMS AND CONDITIONS:

It is agreed by and between Scotts Tree Service and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

**Cancellation Fee:** \$150 cancellation fee will be charged if job cancelled. If crew is dispatched a 25% of contract mobilization fee will be additionally charged if job is cancelled.

**Completion of Contract:** After customer authorizes work crew may show up unannounced to perform service unless noted otherwise. We provide all services within a route for fuel economy and efficiency.

**Tree Ownership:** The authorizing party warrants that all trees listed are located on the customer's property, and, if not that the authorizing party has received full permission from the owner to allow Scotts Tree Service to perform the specified work. Should any tree be mistakenly identified as to ownership the customer agrees to indemnify Scotts Tree Service for any damages or costs incurred from the result thereof.

**Safety:** Scotts Tree Service warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during active work.

**Tree Pruning/Trimming:** Scotts Tree Services only provides tree trimming/pruning services within the ANSI A300 Tree Care Standard Pruning Guidelines. ANSI A300 - The most current revision of the American National Standard - "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance".

**Crown Cleaning:** Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches. Unless noted otherwise on this contract, all crown cleaning will be of branches 2" diameter or greater throughout the crown of the tree.

**Crown:** The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree

**Leader:** A dominant or co-dominant, upright stem.

**Crown Raise/Elevate:** Selective pruning to provide vertical clearance from pedestrians, obstructions, vehicles or to enhance view.

**Crown Thinning:** Selective pruning to reduce the density of live branches, reduce wind sail and enhance sunlight.

**Stump Grinding:** Unless specified in the contract/estimate, stump removal is not included in the price estimated and is a separate service/job. Grindings from stump removal are not hauled and will be raked and piled on work site.

**Concealed Contingencies:** Unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimate the work specified, shall be paid for by the customer/authorizing agent on a time and material basis. Scotts Tree Service is not responsible for damages to underground sprinklers, drain lines, invisible fences, or underground cables. Scotts Tree Service will not pay for, repair or reimburse customer/authorizing agent for damages to underground foreign material.

**Clean-up/Debris Removal:** Clean-up shall include removing wood, brush, and blowing sawdust off sidewalks, driveways, decks and raking the entire area affected by the specified work, unless noted otherwise on this estimate/contract.

**Lawn Repair:** Scotts Tree Service will attempt to minimize all disturbances to the customer's lawn and surrounding area. Repairs are not included in the contract price. Scotts Tree Service is not responsible for any lawn repair.

**Hardscape Damage:** Scotts Tree Service will attempt to minimize impact to surfaces including asphalt, concrete and pavers. Cracks, or divots and scrapes may happen during the course of work. Repairs are not covered in the contract price.

**Terms of Payment:** Unless otherwise noted in this estimate/contract, the customer agrees to pay the account in full upon completion of each service. Tree removal and Pruning services MUST be

paid upon completion to crew foreman on site unless noted otherwise. Stump removal/Grinding is a separate service and will be invoice separately after completion within 5-7 business days after tree removal services. Failure to remit payment within the payment term will result in a finance charge of 10.00% per month and legal action of collection reporting debt to all 3 credit bureaus, small claims and/or civil court filings, asset seizure and mechanics liens placed on your property.

----- Forwarded Message -----

**From:** Steve Lombardi

**To:** Vikki Garman

**Sent:** Tuesday, October 9, 2018, 5:15:20 PM EDT

**Subject:** RE: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

Vikki my office only represents Scotts Tree Service and has nothing to do with any price gouging and your threats will only move this along faster . I have offered to work with you and called you out of common courtesy. I will move forward in the morning. Again I wish you and Brad the best of luck . I have a job to do and it is not personal. If you have a change of heart by all means call me in the morning but if I have not heard from you by 10:00 I will assume you have no intentions of resolving this matter voluntarily.

You are on a slippery sloop be careful .. you turned the bill over to your insurance company which Tamika advised you the bill was fine and there was no price gouging and now you are waiting to be paid by the Insurance company yet threatening price gouging sounds a little like insurance fraud to me

Thank you,

Stephen Lombardi

## **Goldberg & Donovan, Inc.**

**197 Main Street, 2<sup>nd</sup> Floor**

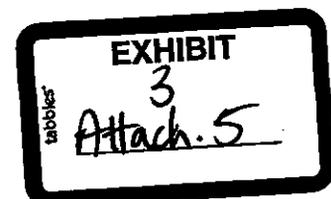
**Milford, MA 01757**

**t: (508) 634-0450**

**f: (508) 634-0454**

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**From:** Vikki Garman [<mailto:vikki74@yahoo.com>]  
**Sent:** Tuesday, October 09, 2018 4:28 PM  
**To:** Steve Lombardi  
**Subject:** Re: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

Steve,

I have been advised to inform you that I have filed a price gouging complaint with the North Carolina Attorney General's office and it is being actively investigated as are you and your firm.

Thank you,

Vikki Garman

On Tuesday, October 9, 2018, 3:28:13 PM EDT, Steve Lombardi <[steve@goldberganddonovan.com](mailto:steve@goldberganddonovan.com)> wrote:

I Spoke to all state and the claim has not been submitted yet sand there is no guarantee they will be paying this . I have to move forward with the mechanics Lien just to secure the debt upon receipt and clearance of the \$14, 500.00 the lien will be removed. Per Tamika the check will be mailed to you directly. I suggest paying your balance and then get reimburse by your insurance company. If you want to call me to discuss I am in my office until 5:00 today

Thank you,

Stephen Lombardi

## **Goldberg & Donovan, Inc.**

**197 Main Street, 2<sup>nd</sup> Floor**

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**From:** Vikki Garman [<mailto:vikki74@yahoo.com>]  
**Sent:** Tuesday, October 09, 2018 3:00 PM  
**To:** Steve Lombardi <[steve@goldberganddonovan.com](mailto:steve@goldberganddonovan.com)>  
**Subject:** Re: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

Hey Steve,

Our claims adjuster is Tameka with Allstate. Her number is 800-326-0950, ext. 1211394. She's waiting for your call.

On Tuesday, October 9, 2018, 2:39:48 PM EDT, Steve Lombardi <[steve@goldber ganddonovan.com](mailto:steve@goldber ganddonovan.com)> wrote:

Vikki per Brad you have a \$2000.00 deductible witch would be due now . You can email me your insurance company contact info along with your claim # and I will confirm with your Insurance company they intend on paying the balance less the deductible but Brad claimed in an email your insurance company will only pay \$1000.00 for a removal of a tree and if that is the case you would be responsible for the difference but. In the meantime call me at 508-634-0450 to set up the good faith payment of \$2000.00 which is your deductible and email me your insurance company's contact info and I will put the case on hold until we can determine whether or not your Insurance company intends on paying the balance of your debt or what portion you will be responsible for .

Thank you,

Stephen Lombardi

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**From:** Vikki Garman [<mailto:vikki74@yahoo.com>]

**Sent:** Tuesday, October 09, 2018 2:21 PM

**To:** Steve Lombardi <[steve@goldber ganddonovan.com](mailto:steve@goldber ganddonovan.com)>

**Subject:** Re: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

Attorney Lombardi,

Attached is the only invoice that we have received from Scott's Tree Service. This invoice was in our mail when we returned to town last Sunday, September 30th, and we sent it to our insurance company. As of Sunday, October 7, 2018, per our claims adjuster, it will be weeks until payment is issued due to all of the

claims. As you will see at the top of page 2 in the attached, because this is insurance work, payment is not due until we receive the funds from our insurance company.

On Tuesday, October 9, 2018, 1:58:28 PM EDT, Steve Lombardi <[steve@goldber ganddonovan.com](mailto:steve@goldber ganddonovan.com)> wrote:

Regardless if you file a complaint against Scotts Tree Service or not, you are still responsible for the debt.

You signed the agreement for the \$14,500.00 and are responsible to pay the \$14,500.00. Ultimately, you will be court ordered to pay this along with all of Scotts Tree Service's attorney fees, collection costs and court costs. Which, again, you signed agreeing to these terms.

Please keep in mind I only telephoned you out of courtesy to give you the opportunity to try to resolve this matter voluntarily and avoid the Mechanics Lien and any further action . You hired my client and agreed to their terms prior to them starting the job and have not paid them a penny and this was not free .

I wish you the very best of luck we will proceed with the Mechanics Lien in the morning and move forward with civil action. If you would like my help to avoid this by all means feel free to contact me at 1-508-634-0450 by the end of business

Thank you,

Stephen Lombardi

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**From:** Brad Garman [<mailto:bgarman87@gmail.com>]  
**Sent:** Tuesday, October 09, 2018 12:49 PM  
**To:** Steve Lombardi <[steve@goldber ganddonovan.com](mailto:steve@goldber ganddonovan.com)>  
**Subject:** Re: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

It is true and how would you know you were not there. At the very beginning of the conversation I stated to Randy that we have a \$2000 deductible and that the insurance will only pay up to \$1000 for removal of a tree. It was stated by Randy "there is not a charge to us because we deal directly with your insurance company. We call and get the amount they will pay based on the size of the tree. Some times it benefits us (the company) sometimes it don't." I have no problem paying \$1400 but I will not be bullied into paying 14000 when that was not even told or written in the contract at the beginning. We are not the only ones this was told to and we know of other customers down here that were told the same things and are filing complaints with the attorney General as well as the County DA.

On Tue, Oct 9, 2018 at 11:47 AM Steve Lombardi <[steve@goldbergdanddonovan.com](mailto:steve@goldbergdanddonovan.com)> wrote:

Brad that is not true and the most ridicules thing I have heard. You signed the estimate period. The money is due. No one in their right mind would sign a blank estimate.

My office was retained to file the Mechanics Lien and secure the debt. If you wish to avoid the Mechanics Lien and any further action, call me by 5:00 today. If I do not hear from you or Vikki I will assume you have no intentions of resolving this matter voluntarily and we will proceed and schedule to have you served .

If you have an attorney that will be accepting service on your behalf, please provide me with his or her contact info.

Again so there is no hidden agenda I am more than willing to help you resolve this matter voluntarily and avoid any action but you will have to pay your outstanding balance in the amount of \$14,500.00

Thank you,

Stephen Lombardi

## **Goldberg & Donovan, Inc.**

**197 Main Street, 2<sup>nd</sup> Floor**

**Milford, MA 01757**

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**From:** Brad Garman [mailto:[bgarman87@gmail.com](mailto:bgarman87@gmail.com)]

**Sent:** Tuesday, October 09, 2018 11:30 AM

**To:** Steve Lombardi <[steve@goldberganddonovan.com](mailto:steve@goldberganddonovan.com)>

**Subject:** Re: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

You can see that it was written in by another person after the fact.

On Tue, Oct 9, 2018 at 11:28 AM Brad Garman <[bgarman87@gmail.com](mailto:bgarman87@gmail.com)> wrote:

I am sorry. The thing I signed had no written amount indicated on the invoice. I asked about it and Randy said that he does not know the amount until talking to the insurance company. This is fraud in the worst. I would never have agreed to this amount ever.

On Tue, Oct 9, 2018 at 11:24 AM Steve Lombardi <[steve@goldberganddonovan.com](mailto:steve@goldberganddonovan.com)> wrote:

Brad and Vikki Garman,

Goldberg and Donovan has been retained by Scotts Tree Service in regards to your past due balance with them in the amount of \$ 14,500.00 . I have attached a copy of the original signed estimate, a copy of your past due invoice and a copy of the Notice of Intent to File the Mechanics Lien on the property located at 4418 N College Rd Castle Hayne , NC 28429 where the work was performed. Please review and call me back by 5:00 today if you wish to avoid the Mechanics Lien and any further action. My direct # is 1-508-634-0450

Thank you,

Stephen Lombardi

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**f: (508) 634-0454**

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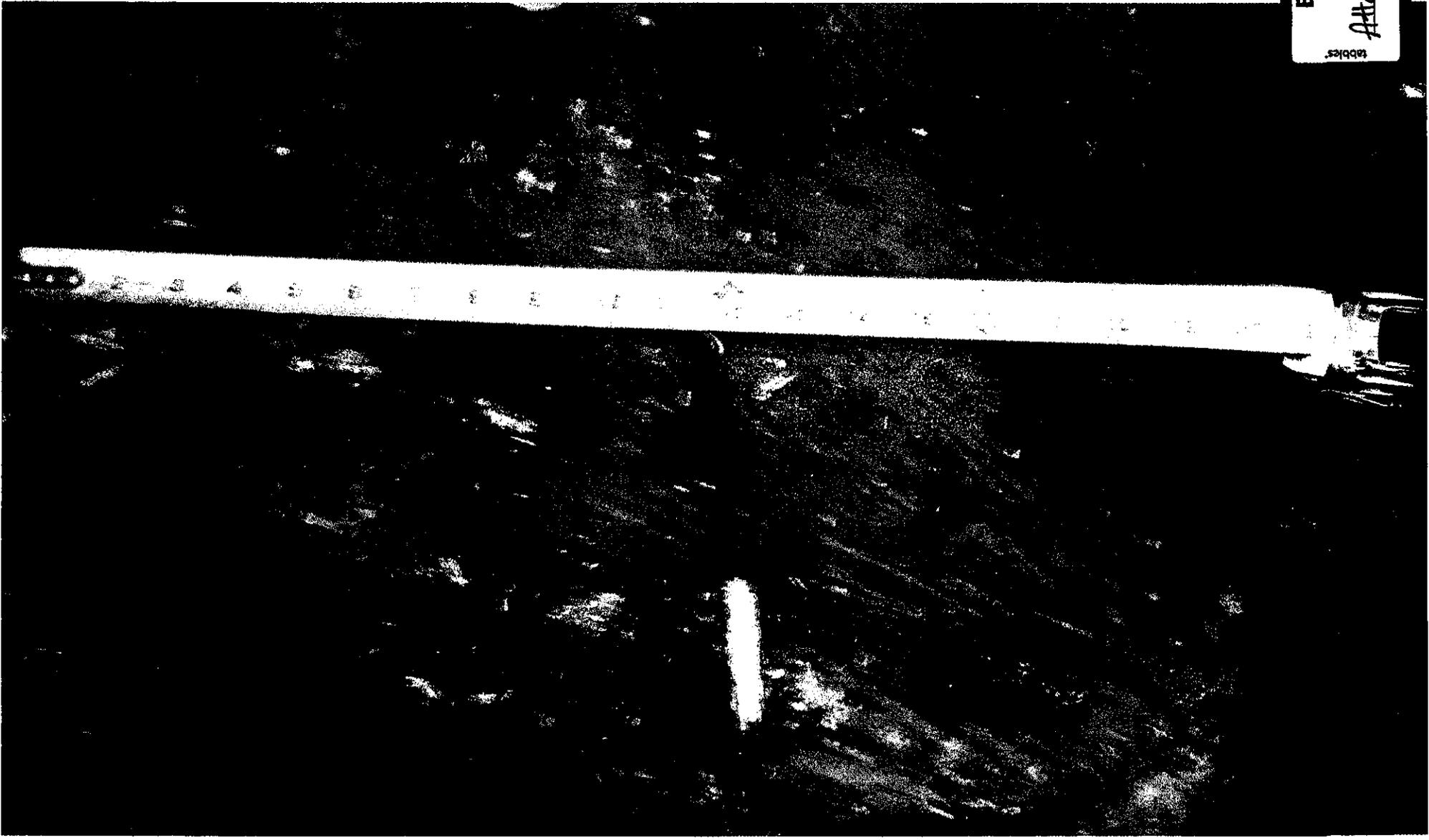


EXHIBIT  
3  
Attach. 6

tabbies

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF BRADLEY GARMAN

Bradley Garman, first being sworn, deposes and says:

1. My name is Bradley Garman. I am over the age of 18 and am competent to provide this affidavit. The information I give is based on my personal knowledge.

2. My home address is 4418 N. College Road, Castle Hayne, North Carolina. I live there with my wife, Vikki Garman.

3. Following Hurricane Florence we needed two trees removed from our property. They had fallen on our swimming pool, the well pump house, and the garage.

4. We were referred by a friend to Randy with Scotts Tree Service. When Randy came to our home on September 16, 2018, we discussed our insurance policy with Randy and he represented that we would only need to pay our deductible and that he would handle the insurance claim.

5. We asked Randy numerous times what the final cost would be but he said it could not be determined until photographs and measurements were sent to the insurance company.

6. Randy persuaded me to sign a paper that had a description of the work to be done but had blank spaces for the price information. Those price spaces were not filled in when I signed the paper. I was not worried because Randy was referred to us by a friend and I trusted that he would treat us fairly.

7. When my wife and I returned home from an out-of-town trip we were shocked to find a bill in the mail from Scotts Tree Services charging us \$14,500.00 for the tree removal service. (A true and accurate copy of the invoice is at **Attachment 1**)

8. This price was a huge surprise and something I would have never agreed to. My wife and I had substantial tree removal work done in July 2018 for a vastly lower price. (A true and accurate copy of the invoice is at **Attachment 2**)

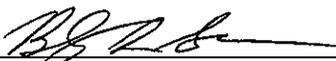


9. On October 9, 2018, my wife and I engaged in an email exchange with a Stephen Lombardi of Goldberg and Lombardi. (A true and accurate copy of that exchange is attached as **Attachment 3**).

10. Among the numerous false statements made by Lombardi in that email exchange was his statement that one of the attached documents was the “the original signed estimate.” The document attached to Lombardi’s email had price numbers filled in, whereas the document I signed contained blank price sections listing no price figures. It only contained a description of the work.

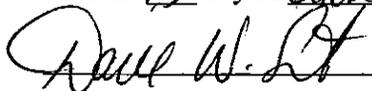
Further your affiant sayeth naught.

This the 13th of October, 2018.

  
Bradley Garman, Affiant

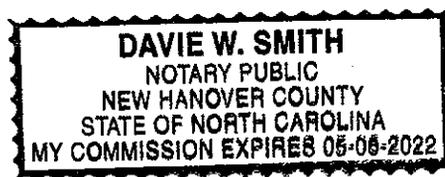
Sworn to and subscribed before me

This the 13 day of October, 2018.

  
\_\_\_\_\_

Notary Public

My Commission Expires: MAY 6, 2022





**Brad Garman**  
4418 N. College Rd  
Castle Haynes, North Carolina 28429  
(717) 385-5085

**Scotts Tree Service**

5404 Columbus Pike  
Lewis Center, Ohio 43035  
Phone: (614) 554-8937  
Email: scottstree@yahoo.com  
Web: www.ColumbusTree911.com

Payment Terms      Due upon receipt  
Invoice #              000313  
Date                      09/24/2018

Description	Total
Remove	\$14,000.00
Remove one 31" uprooted tree Remove one 26" multi trunk uprooted tree From impacted fence, pool, garage and out building.	
ALLSTATE POLICY# HW00001315-01 CLAIM# CLB00001118	
Haul debris	\$500.00
Haul debris and stack curbside	
<b>Subtotal</b>	<b>\$14,500.00</b>
<b>Total</b>	<b>\$14,500.00</b>



As the owner or authorized agent of the owner of this property, I hereby authorize Scotts Tree Service to proceed with the planned work. I also have read and agree to all terms and conditions in this contract. I AGREE THAT PAYMENT IS DUE IN FULL UPON COMPLETION. IF THIS IS INSURANCE WORK YOU AGREE TO ISSUE PAYMENT IN FULL UPON RECEIPT OF INSURANCE FUNDS.

#### TERMS AND CONDITIONS:

It is agreed by and between Scotts Tree Service and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

**Cancellation Fee:** \$150 cancellation fee will be charged if job cancelled. If crew is dispatched a 25% of contract mobilization fee will be additionally charged if job is cancelled.

**Completion of Contract:** After customer authorizes work crew may show up unannounced to perform service unless noted otherwise. We provide all services within a route for fuel economy and efficiency.

**Tree Ownership:** The authorizing party warrants that all trees listed are located on the customer's property, and, if not that the authorizing party has received full permission from the owner to allow Scotts Tree Service to perform the specified work. Should any tree be mistakenly identified as to ownership the customer agrees to indemnify Scotts Tree Service for any damages or costs incurred from the result thereof .

**Safety:** Scotts Tree Service warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during active work.

**Tree Pruning/Trimming:** Scotts Tree Services only provides tree trimming/pruning services within the ANSI A300 Tree Care Care Standard Pruning Guidelines. ANSI A300 - The most current revision of the American National Standard - "Standard Practices for Trees, Shrubs and Other Woody Plant Maintenance".

**Crown Cleaning:** Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches. Unless noted otherwise on this contract, all crown cleaning will be of branches 2" diameter or greater throughout the crown of the tree.

**Crown:** The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree

**Leader:** A dominant or co-dominant, upright stem.

**Crown Raise/Elevate:** Selective pruning to provide vertical clearance from pedestrians, obstructions, vehicles or to enhance view.

**Crown Thinning:** Selective pruning to reduce the density of live branches, reduce wind sail and enhance sunlight.

**Stump Grinding:** Unless specified in the contract/estimate, stump removal is not included in the price estimated and is a separate service/job. Grindings from stump removal are not hauled and will be raked and piled on work site.

**Concealed Contingencies:** Unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimate the work specified, shall be paid for by the customer/authorizing agent on a time and material basis. Scotts Tree Service is not responsible for damages to underground sprinklers, drain lines, invisible fences, or underground cables. Scotts Tree Service will not pay for, repair or reimburse customer/authorizing agent for damages to underground foreign material.

**Clean-up/Debris Removal:** Clean-up shall include removing wood, brush, and blowing sawdust off sidewalks, driveways, decks and raking the entire area affected by the specified work, unless noted otherwise on this estimate/contract.

**Lawn Repair:** Scotts Tree Service will attempt to minimize all disturbances to the customer's lawn and surrounding area. Repairs are not included in the contract price. Scotts Tree Service is not responsible for any lawn repair.

**Hardscape Damage:** Scotts Tree Service will attempt to minimize impact to surfaces including asphalt, concrete and pavers. Cracks, o9 divots and scrapes may happen during the course of work. Repairs are not covered in the contract price.

**Terms of Payment:** Unless otherwise noted in this estimate/contract, the customer agrees to pay the account in full upon completion of each service. Tree removal and Pruning services MUST be

paid upon completion to crew foreman on site unless noted otherwise. Stump removal/Grinding is a separate service and will be invoice separately after completion within 5-7 business days after tree removal services. Failure to remit payment within the payment term will result in a finance charge of 10.00% per month and legal action of collection reporting debt to all 3 credit bureaus, small claims and/or civil court filings, asset seizure and mechanics liens placed on your property.

Invoice Date 07/02/2018

Due Date 07/02/2018

EXHIBIT  
4  
Attach. 2  
Labels

Item	Description	Unit Price	Quantity	Amount
Service	Remove 22" dia. Pecan tree from back of house	900.00	1.00	900.00
Service	Remove 18" dia. Cedar tree from beside driveway	300.00	1.00	300.00
Service	Remove 12" dia. Pear tree from beside driveway	200.00	1.00	200.00
Service	Move two 10' red tip bushes to beside driveway	150.00	1.00	150.00
Service	Grind all stumps and root system for above removed trees	250.00	1.00	250.00

NOTES: Invoice due upon receipt unless otherwise noted

All invoices past 30 days due a 1% interest will be added per day

Thank you for choosing Fox's Tree Service

	<b>Subtotal</b>	1,800.00
	<b>Total</b>	1,800.00
	<b>Amount Paid</b>	1,800.00
	<b>Balance Due</b>	\$0.00

----- Forwarded Message -----

**From:** Steve Lombardi

**To:** Vikki Garman

**Sent:** Tuesday, October 9, 2018, 5:15:20 PM EDT

**Subject:** RE: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

Vikki my office only represents Scotts Tree Service and has nothing to do with any price gouging and your threats will only move this along faster . I have offered to work with you and called you out of common courtesy. I will move forward in the morning. Again I wish you and Brad the best of luck . I have a job to do and it is not personal. If you have a change of heart by all means call me in the morning but if I have not heard from you by 10:00 I will assume you have no intentions of resolving this matter voluntarily.

You are on a slippery sloop be careful .. you turned the bill over to your insurance company which Tamika advised you the bill was fine and there was no price gouging and now you are waiting to be paid by the Insurance company yet threatening price gouging sounds a little like insurance fraud to me

Thank you,

Stephen Lombardi

## **Goldberg & Donovan, Inc.**

**197 Main Street, 2<sup>nd</sup> Floor**

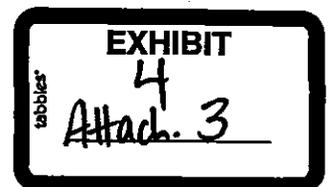
**Milford, MA 01757**

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**From:** Vikki Garman [mailto:vikki74@yahoo.com]  
**Sent:** Tuesday, October 09, 2018 4:28 PM  
**To:** Steve Lombardi  
**Subject:** Re: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

Steve,

I have been advised to inform you that I have filed a price gouging complaint with the North Carolina Attorney General's office and it is being actively investigated as are you and your firm.

Thank you,

Vikki Garman

On Tuesday, October 9, 2018, 3:28:13 PM EDT, Steve Lombardi <steve@goldberganndonovan.com> wrote:

I Spoke to all state and the claim has not been submitted yet sand there is no guarantee they will be paying this . I have to move forward with the mechanics Lien just to secure the debt upon receipt and clearance of the \$14, 500.00 the lien will be removed. Per Tamika the check will be mailed to you directly. I suggest paying your balance and then get reimburse by your insurance company. If you want to call me to discuss I am in my office until 5:00 today

Thank you,

Stephen Lombardi

## **Goldberg & Donovan, Inc.**

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**Milford, MA 01757**

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**From:** Vikki Garman [mailto:vikki74@yahoo.com]  
**Sent:** Tuesday, October 09, 2018 3:00 PM  
**To:** Steve Lombardi <steve@goldberganndonovan.com>  
**Subject:** Re: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

Hey Steve,

Our claims adjuster is Tameka with Allstate. Her number is 800-326-0950, ext. 1211394. She's waiting for your call.

On Tuesday, October 9, 2018, 2:39:48 PM EDT, Steve Lombardi <[steve@goldberganndonovan.com](mailto:steve@goldberganndonovan.com)> wrote:

Vikki per Brad you have a \$2000.00 deductible which would be due now . You can email me your insurance company contact info along with your claim # and I will confirm with your Insurance company they intend on paying the balance less the deductible but Brad claimed in an email your insurance company will only pay \$1000.00 for a removal of a tree and if that is the case you would be responsible for the difference but. In the meantime call me at 508-634-0450 to set up the good faith payment of \$2000.00 which is your deductible and email me your insurance company's contact info and I will put the case on hold until we can determine whether or not your Insurance company intends on paying the balance of your debt or what portion you will be responsible for .

Thank you,

Stephen Lombardi

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**From:** Vikki Garman [<mailto:vikki74@yahoo.com>]

**Sent:** Tuesday, October 09, 2018 2:21 PM

**To:** Steve Lombardi <[steve@goldberganndonovan.com](mailto:steve@goldberganndonovan.com)>

**Subject:** Re: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

Attorney Lombardi,

Attached is the only invoice that we have received from Scott's Tree Service. This invoice was in our mail when we returned to town last Sunday, September 30th, and we sent it to our insurance company. As of Sunday, October 7, 2018, per our claims adjuster, it will be weeks until payment is issued due to all of the

claims. As you will see at the top of page 2 in the attached, because this is insurance work, payment is not due until we receive the funds from our insurance company.

On Tuesday, October 9, 2018, 1:58:28 PM EDT, Steve Lombardi <[steve@goldberganddonovan.com](mailto:steve@goldberganddonovan.com)> wrote:

Regardless if you file a complaint against Scotts Tree Service or not, you are still responsible for the debt.

You signed the agreement for the \$14,500.00 and are responsible to pay the \$14,500.00. Ultimately, you will be court ordered to pay this along with all of Scotts Tree Service's attorney fees, collection costs and court costs. Which, again, you signed agreeing to these terms.

Please keep in mind I only telephoned you out of courtesy to give you the opportunity to try to resolve this matter voluntarily and avoid the Mechanics Lien and any further action. You hired my client and agreed to their terms prior to them starting the job and have not paid them a penny and this was not free.

I wish you the very best of luck we will proceed with the Mechanics Lien in the morning and move forward with civil action. If you would like my help to avoid this by all means feel free to contact me at 1-508-634-0450 by the end of business

Thank you,

Stephen Lombardi

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**From:** Brad Garman [<mailto:bgarman87@gmail.com>]

**Sent:** Tuesday, October 09, 2018 12:49 PM

**To:** Steve Lombardi <[steve@goldberganddonovan.com](mailto:steve@goldberganddonovan.com)>

**Subject:** Re: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

It is true and how would you know you were not there. At the very beginning of the conversation I stated to Randy that we have a \$2000 deductible and that the insurance will only pay up to \$1000 for removal of a tree. It was stated by Randy "there is not a charge to us because we deal directly with your insurance company. We call and get the amount they will pay based on the size of the tree. Some times it benefits us (the company) sometimes it don't." I have no problem paying \$1400 but I will not be bullied into paying 14000 when that was not even told or written in the contract at the beginning. We are not the only ones this was told to and we know of other customers down here that were told the same things and are filing complaints with the attorney General as well as the County DA.

On Tue, Oct 9, 2018 at 11:47 AM Steve Lombardi <[steve@goldberganndonovan.com](mailto:steve@goldberganndonovan.com)> wrote:

Brad that is not true and the most ridicules thing I have heard. You signed the estimate period. The money is due. No one in their right mind would sign a blank estimate.

My office was retained to file the Mechanics Lien and secure the debt. If you wish to avoid the Mechanics Lien and any further action, call me by 5:00 today. If I do not hear from you or Vikki I will assume you have no intentions of resolving this matter voluntarily and we will proceed and schedule to have you served .

If you have an attorney that will be accepting service on your behalf, please provide me with his or her contact info.

Again so there is no hidden agenda I am more than willing to help you resolve this matter voluntarily and avoid any action but you will have to pay your outstanding balance in the amount of \$14,500.00

Thank you,

Stephen Lombardi

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**From:** Brad Garman [<mailto:bgarman87@gmail.com>]

**Sent:** Tuesday, October 09, 2018 11:30 AM

To: Steve Lombardi <[steve@goldberganddonovan.com](mailto:steve@goldberganddonovan.com)>

Subject: Re: SCOTTS TREE SERVICE vs BRAD GARMAN & VIKKI GARMAN

You can see that it was written in by another person after the fact.

On Tue, Oct 9, 2018 at 11:28 AM Brad Garman <[bgarman87@gmail.com](mailto:bgarman87@gmail.com)> wrote:

I am sorry. The thing I signed had no written amount indicated on the invoice. I asked about it and Randy said that he does not know the amount until talking to the insurance company. This is fraud in the worst. I would never have agreed to this amount ever.

On Tue, Oct 9, 2018 at 11:24 AM Steve Lombardi <[steve@goldberganddonovan.com](mailto:steve@goldberganddonovan.com)> wrote:

Brad and Vikki Garman,

Goldberg and Donovan has been retained by Scotts Tree Service in regards to your past due balance with them in the amount of \$ 14,500.00 . I have attached a copy of the original signed estimate, a copy of your past due invoice and a copy of the Notice of Intent to File the Mechanics Lien on the property located at 4418 N College Rd Castle Hayne , NC 28429 where the work was performed. Please review and call me back by 5:00 today if you wish to avoid the Mechanics Lien and any further action. My direct # is 1-508-634-0450

Thank you,

Stephen Lombardi

**Goldberg & Donovan, Inc.**

**197 Main Street, 2<sup>nd</sup> Floor**

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