

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
NO. \_\_\_\_\_ FILED

STATE OF NORTH CAROLINA *ex rel.* )  
JOSHUA H. STEIN, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
STERLING PAINT & BODY, LLC, )  
COLLISION WAREHOUSE, LLC, )  
STERLING LEONARD GABRIEL, )  
Individually, and NICHOLE SHARIE )  
GABRIEL, Individually, )  
 )  
Defendants. )

2018 SEP 25 A 10:53

WAKE CO., C.S.C.

COMPLAINT *CSL*  
(Temporary Restraining Order Requested)

**INTRODUCTION**

Plaintiff State of North Carolina, *ex rel.* Joshua H. Stein, Attorney General (the “State” or “Plaintiff”), brings this deceptive trade practices case against Defendants Sterling Paint & Body, LLC (“SPB”), Collision Warehouse, LLC (“CW”), Sterling Leonard Gabriel (“Defendant Sterling Gabriel”), and Nichole Sharie Gabriel (“Defendant Nichole Gabriel”) (collectively “Defendants”), alleging that they have devised and operated an automobile paint and body repair business which has engaged in a regular pattern of inducing consumers to turn their vehicle over to Defendants for repair by misrepresenting their affiliation with a motor vehicle insurance company, dismantling or beginning repairs on the vehicles without the owner’s authorization, and/or charging the owner undisclosed fees before allowing them to retrieve their vehicle. The State alleges Defendants violated North Carolina’s Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.* and violated North Carolina’s Motor Vehicle Repair Act, N.C. Gen. Stat. § 20-354.1, *et seq.* The State seeks temporary, preliminary, and permanent injunctive relief against Defendants, together with restitution for victims, civil penalties, attorney fees, and other relief.

## PARTIES

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

2. Defendant SPB is a North Carolina limited liability corporation located at 4000 Sam Wilson Road, Charlotte, NC 28214.

3. Defendant CW is a North Carolina limited liability corporation located at 4000 Sam Wilson Road, Charlotte, NC 28214.

4. Defendant Sterling Gabriel is an adult individual and, at all times material and relevant to this action, has been an owner and operator of SPB and CW. Defendant Sterling Gabriel is a resident of Union County.

5. Defendant Sterling Gabriel is being sued in his individual capacity as well as in his capacity as owner and operator of SPB and of CW.

6. Defendant Nichole Gabriel is an adult individual and, at all times material and relevant to this action, has been an owner and operator of SPB and of CW. Defendant Nichole Gabriel is a resident of Union County.

7. Defendant Nichole Gabriel is being sued in her individual capacity as well as in her capacity as owner and operator of SPB and of CW.

8. At all times relevant hereto, Defendants Sterling Gabriel and Nichole Gabriel, acting in concert, devised, operated, dominated, controlled, directed, and implemented the business activities of SPB and CW, causing, personally participating in, or ratifying the acts and practices of both companies as described in this Complaint.

## FACTUAL BACKGROUND

9. Defendant SPB is an auto body repair business engaged in trade and commerce within North Carolina through a regular practice of advertising and of directly soliciting customers to perform vehicle repair services upon the customer's vehicle, of contracting with vehicle owners to complete such automobile repair services, of performing repair services, and of collecting payment for such repair services, all within North Carolina.

10. Defendant CW is an auto body repair business engaged in trade and commerce within North Carolina through a regular practice of advertising and of directly soliciting customers to perform vehicle repair services upon the customer's vehicle, of contracting with vehicle owners to complete such automobile repair services, of performing services, and of collecting payment for such repair services, all within North Carolina.

11. Defendant Sterling Gabriel and Defendant Nichole Gabriel incorporated CW in July of 2017 and began operating the auto repair business at the same location and in the same manner as they have operated SPB.

12. Defendants regularly obtain copies of accident reports filed with the Charlotte Mecklenburg Police Department.

13. Using information obtained from the accident reports, it has been a regular practice of Defendants to contact consumers, including victims of automobile accidents, and misrepresent to consumers Defendants' relationship with an insurance company.

14. Upon information and belief, Defendants, in some instances, tell consumers that Defendants' auto repair shop is calling on behalf of the consumer's insurance company or has a special arrangement with the consumer's insurance company or another involved driver's insurance company, when such is not the case.

15. Defendants regularly tell consumers to bring the consumer's vehicle to SPB or to CW immediately and defendants offer to arrange a rental car for consumers. Defendants tell consumers that the rental car is covered by the consumer's insurance, when defendants know such is not the case or when Defendants do not know whether such is the case.

16. Defendants' misrepresentations are intended to, and do in fact, induce consumers to bring the consumer's vehicle to SPB or to CW for repair after an accident.

17. When a consumer brings his or her vehicle to SPB or CW, he or she is told by Defendants to sign various forms. While the consumer is trying to read the forms, which are often faded and illegible, it is a regular practice and pattern of Defendants to distract the consumer so that he or she cannot read the documents carefully.

18. Defendants regularly misrepresent the nature of the documents being signed. Defendants tell the consumer that he or she is signing: (1) an authorization for SPB or for CW to do a repair estimate; (2) a "release;" or (3) an acknowledgment that SPB or CW will be performing the repairs. The consumer is in fact signing a power of attorney authorizing SPB or CW to complete all repairs, negotiate with the insurance company, and authorizing SPB or CW to act as the consumer's agent and to cash any insurance checks for the cost of any repairs.

19. In a typical insurance claim, the insurance adjuster must examine the car before repairs are made to determine the estimated damage from the accident. However, in many cases, Defendants begin tearing down the vehicle immediately. The insurance adjuster is therefore unable to determine what damage was caused by the incident and what damage was caused by the process of tearing down the vehicle. In some cases, the Defendants tell consumers to bring the car in for an immediate estimate; but instead of doing an estimate, Defendants begin unauthorized repairs upon the vehicle.

20. When a consumer learns of Defendants' deception and attempts to rescind their authorization for Defendants to complete repairs, Defendants often start tearing down the vehicle anyway or begin unnecessary repairs. In an effort to dissuade consumers from rescinding the repair authorization, Defendants will tell the consumer that Defendants have already begun repairing the consumer's vehicle when, in fact, Defendants have not started to repair the consumer's vehicle.

21. Defendants regularly charge a two hundred and ninety-five dollar (\$295) processing fee for processing insurance paperwork, even when no insurance paperwork has been processed. The amount of the processing fee is not disclosed to the consumer until he or she attempts to rescind or stop work. Additionally, Defendants regularly charge an undisclosed storage fee.

#### **Experiences of James Wilkins**

22. James Wilkins is a resident of Mecklenburg County. His son, David Wilkins, was involved in an accident while driving James Wilkins's vehicle. The police visited the scene of the accident and called Dellinger Wrecker Service. Dellinger Wrecker towed the vehicle to SPB. Defendant Sterling Gabriel subsequently visited the home of James Wilkins, stated that SPB would take care of all repairs to the car, and that David Wilkins would be provided a rental car. When David Wilkins informed SPB that he and his father had decided to have the repairs completed at a different repair business, SPB demanded that the consumers pay a one hundred and thirty-five dollar (\$135) vehicle storage fee and a two hundred and ninety-five dollar (\$295) administrative fee before SPB would release the car. Neither of these fees had been previously disclosed to either David or James Wilkins. James Wilkins's affidavit, summarizing his complaint which was

submitted to the North Carolina Department of Justice, is attached as “Plaintiff’s Exhibit 1” and incorporated herein by reference.

### **Experiences of Tamra Clayton**

23. Tamra Clayton, a resident of Cabarrus County, was involved in an accident on June 12, 2017. After sending text messages to Ms. Clayton during the night after the accident, a representative of CW called her the next day and stated that Ms. Clayton would receive a rental vehicle while repairs were being completed by CW before the representative set an appointment to visit her house. The CW representative visited Ms. Clayton’s house and promised that CW would complete repair work on her vehicle within two weeks. The representative presented Ms. Clayton with documents which she signed. Ms. Clayton believed that such documents were from her motor vehicle insurance company. After Ms. Clayton did not receive a rental vehicle from CW, she informed CW that she wished to pick up her vehicle. Ms. Clayton was told by CW, however, that she had signed documents authorizing CW to charge storage and administrative fees if she did not permit them to complete the repair work. After CW finished repairing the vehicle and received payment from another involved driver’s insurance, Ms. Clayton retrieved her vehicle and noticed that the driver’s door was loose and would not stay open, the driver’s window was incorrectly wired to the back passenger window button, and she discovered other defects. Ms. Clayton’s affidavit, summarizing her complaint which was submitted to the North Carolina Department of Justice, is attached as “Plaintiff’s Exhibit 2” and incorporated herein by reference.

### **Experiences of Eric Gonzalez**

24. Eric Gonzalez, a resident of Catawba County, was involved in an automobile accident and was subsequently contacted by a representative of SPB. Mr. Gonzalez permitted SPB to perform repair services on his vehicle. After SPB failed to begin repair services on the vehicle

within twenty-two (22) days, he informed SPB that he wished to pick up his vehicle. SPB required that Mr. Gonzalez pay a one hundred and thirty-five dollar (\$135) vehicle storage fee and a two hundred and ninety-five dollar (\$295) administrative fee before SPB would release the vehicle to him. Neither of these fees were previously disclosed to Mr. Gonzalez. Mr. Gonzalez's affidavit, summarizing his complaint which was submitted to the North Carolina Department of Justice, is attached as "Plaintiff's Exhibit 3" and incorporated herein by reference.

### **Experiences of Winnie Carter**

25. Winnie W. Carter, a resident of Mecklenburg County, was involved in a motor vehicle accident on June 23, 2016. On June 27, 2016, he was contacted by an SPB representative by telephone. The SPB representative offered to pick up Mr. Carter's vehicle, to provide him with transportation to a vehicle rental business, and promised to pay for the first day of the rental vehicle. The representative promised that the other driver's insurance company would pay for the vehicle rental after the first day. Mr. Carter agreed to permit SPB to pick up and perform repairs to his vehicle. SPB's office personnel later called Mr. Carter and requested that he be prepared to secure the rental vehicle with his credit card. On June 28, 2016, two SPB representatives visited Mr. Carter's home and directed him to sign paperwork before taking his vehicle to perform repairs. Another SPB representative visited Mr. Carter and transported him to a vehicle rental business. Neither SPB nor Mr. Carter's insurance paid for the cost of the rental vehicle, and he was required to pay for the rental out-of-pocket. Mr. Carter's affidavit, summarizing his complaint which was submitted to the North Carolina Department of Justice, is attached as "Plaintiff's Exhibit 4" and incorporated herein by reference.

### **Experiences of Javier Vasquez**

26. Javier Vasquez, a sixty-two-year-old disabled resident of Cabarrus County, and his wife were involved in an automobile accident on June 16, 2016. Mr. Vasquez received a telephone call from an SPB representative the following day. The SPB representative stated that he was a representative of the insurance company of another driver involved in the accident, and promised to send someone to pick up Mr. Vasquez's vehicle in order to examine the vehicle and assess the cost of repairs. When the SPB representatives arrived at Mr. Vasquez's home, they presented Mr. Vasquez with documents and directed him to sign them. Mr. Vasquez's motor vehicle insurance company later informed him that the representatives had not been sent by either his insurance company or by the other driver's insurance company. When Mr. Vasquez went in to retrieve his vehicle, SPB representatives demanded that he pay five hundred dollars (\$500) before the shop would release the vehicle. After Mr. Vasquez called the police, and the police arrived at the shop, SPB released Mr. Vasquez's vehicle. Mr. Vasquez's affidavit, summarizing his complaint which was submitted to the North Carolina Department of Justice, is attached as "Plaintiff's Exhibit 5" and incorporated herein by reference.

### **Experiences of Eddie Ford**

27. Eddie Ford, a resident of Cabarrus County, was involved in an automobile accident on January 11, 2018. The next day, a CW representative unexpectedly visited Mr. Ford's home and claimed to be a representative of Discovery Insurance Company. The CW representative promised Mr. Ford that he would receive a rental car. Believing this, Mr. Ford signed paperwork presented by the CW representative. Mr. Ford later discovered that the CW representative had no affiliation with Discovery Insurance Company. Mr. Ford was forced to pay \$990 (which included repairs and the cost of the rental and storage fees) before he could retrieve his automobile. Mr.



Ford's affidavit, summarizing his consumer complaint which was submitted to the North Carolina Department of Justice, is attached as "Plaintiff's Exhibit 6" and incorporated herein by reference.

### **Experiences of Anthony Davis**

28. Anthony Davis, a resident of Mecklenburg County, was involved in an accident on February 28, 2018. On March 2, 2018, he received a text message from a CW representative who stated that he could come and get Mr. Davis's car, get a quote from Mr. Davis's insurance company Nationwide, and that there was a cash back incentive (of up to \$500) for allowing his shop to repair the vehicle. Mr. Davis eventually paid a \$100 deposit to get a rental car from the CW representative, signed paperwork presented by the representative, and permitted CW to take possession of his vehicle. Mr. Davis later received a call from another involved party's automobile adjuster who informed Mr. Davis that CW was not an authorized dealer. When Mr. Davis attempted to retrieve his vehicle, CW informed him that he would have to pay more than \$700 (which included a check out fee, processing fee, and storage fees) before he could get his vehicle. Mr. Davis then called Nationwide who sent an adjuster to examine the vehicle. When the Nationwide adjuster sent Mr. Davis photographs of his vehicle after examining it, Mr. Davis noticed that his vehicle was significantly more damaged than it had been when CW took possession of it. Mr. Davis's affidavit, summarizing his consumer complaint which was submitted to the North Carolina Department of Justice, is attached as "Plaintiff's Exhibit 7" and incorporated herein by reference.

### **Complaints Received By The Better Business Bureau Against Defendants**

29. The Better Business Bureau of the Southern Piedmont and Western North Carolina ("BBB") has received twelve (12) complaints since January 1, 2016 about Defendants' unfair and deceptive conduct which corroborate the facts alleged above. The BBB is a private, nonprofit

organization that provides services and programs to assist consumers and businesses. Its stated goals are “to promote an ethical marketplace by encouraging honest advertising and selling practices and alternative dispute resolution.” The BBB’s office is located at 9719 Northeast Parkway, Matthews, NC 28105. Maryanne P. Daily’s (Senior Vice President of the BBB’s Southern Piedmont and Western North Carolina offices) affidavit, summarizing the number and nature of consumer complaints which have been received by the BBB, is attached as “Plaintiff’s Exhibit 8” and incorporated herein by reference.

**Defendants’ Acts Impacted Commerce in North Carolina**

30. Upon information and belief, Defendants engaged in the above alleged acts, practices, representations, and omissions throughout the state of North Carolina.

31. Defendants have perpetrated the above alleged acts, practices, representations, and omissions upon North Carolina consumers knowingly, deliberately, and intentionally.

32. Defendants’ above alleged acts, practices, representations, and omissions have been in or affecting commerce in North Carolina and have had an impact thereon.

33. In addition to the consumers’ affidavits above, the affidavit of Consumer Specialist David Fox (which attests to the number and nature of all consumer complaints received by the North Carolina Department of Justice against Defendants) is attached as “Plaintiff’s Exhibit 9” and incorporated herein by reference.

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

34. Plaintiff incorporates, by reference, as if completely rewritten herein, the allegations set forth in all of the above paragraphs and alleges that each of Defendants’ aforesaid acts, practices, representations and omissions violate the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*

35. Plaintiff alleges that such violations include, but are not limited to, the following acts, omissions and representations:

- a. Misrepresenting to consumers, or otherwise implying, that Defendants have a relationship with or authorization from an insurance company;
- b. Misrepresenting the nature of documents presented to consumers for signature;
- c. Misrepresenting, explicitly or by implication, that an insurance company has or will approve a rental car during a repair, when such is not the case or Defendants do not know whether such is the case;
- d. Starting or continuing work on a vehicle when repair authorization has not been granted or has otherwise been rescinded, in violation of the North Carolina Motor Vehicle Repair Act at N.C. Gen. Stat. § 20-354.3(a), 20-354.4(a), 20-354.5(a), and 20-354.8(1) and (12);
- e. Charging for repairs that were not expressly or impliedly authorized by the consumer in violation of N.C. Gen. Stat. § 20-354.5(c) and 20-354.8(1);
- f. Charging for repairs that were not performed;
- g. Doing unnecessary repairs on a vehicle; and
- h. Charging an insurance processing fee when no insurance paperwork has been processed by Defendants.

Plaintiff is therefore entitled to the relief requested below.

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

36. Plaintiff incorporates, by reference, as if completely rewritten herein, the allegations set forth in all of the above paragraphs.

37. Defendants' misrepresentations and actions harm consumers by causing them to incur unnecessary out-of-pocket costs and lost work time in the repair of their vehicles.

38. As established by this Complaint and the attached affidavits, Defendants' above alleged practices, misrepresentations, and omissions are ongoing and illegal. Plaintiff respectfully asks the Court to issue a Temporary Restraining Order against Defendants under N.C. Gen. Stat. § 75-14 so that additional harm to the public and further violations of state law might be prevented while this action is pending. Plaintiff further asks this Court to order Defendants to maintain in their possession and control for a period of five (5) years, and in a manner designed to secure the privacy of all consumers' personal information, all business records relating to Defendants' business activities.

**PRAYER FOR RELIEF**

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

- a. That Defendants, together with their agents, employees, representatives, successors and assigns, be temporarily restrained, under N.C. Gen. Stat. § 75-14, from advertising and from soliciting customers for performing vehicle repair services, from contracting to perform repair services, from performing repair services, and from collecting payment for repair services in North Carolina;
- b. That the Court schedule a hearing within ten days to determine whether the Temporary Restraining Order, or some reasonable modification thereof, should not be continued in the form of a Preliminary Injunction pending the final adjudication of this cause;

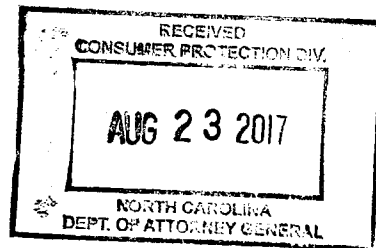
- c. That upon final adjudication of this cause, the terms of the Preliminary Injunction continue in the form of a Permanent Injunction, pursuant to N.C. Gen. Stat. § 75-14;
- d. That Defendants be ordered, pursuant to N.C. Gen. Stat. § 75-15.1, to pay restitution to all consumers who suffered injury due to Defendant's unlawful acts and practices;
- e. That Plaintiff recover civil penalties of \$5000.00 from Defendants for each Unfair and Deceptive Trade Practice found by the Court, pursuant to N.C. Gen. Stat. § 75-15.2;
- f. That Defendants be ordered to reimburse plaintiff for its attorney's fees and litigation expenses in this action, pursuant to N.C. Gen. Stat. § 75-16.1;
- g. That the costs of this action be taxed to Defendants; and
- h. That Plaintiff be granted such other and further relief as to the Court seems just and appropriate.

Respectfully submitted, this the 25<sup>th</sup> day of September, 2018.

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

  
Torrey D. Dixon

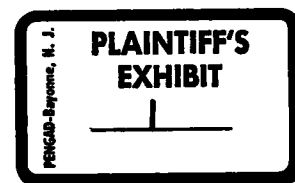
Assistant Attorney General  
North Carolina Department of Justice  
Consumer Protection/Antitrust Division  
Post Office Box 629  
Raleigh, NC 27602  
Telephone: (919) 716-6030  
Facsimile: (919) 716-6050  
N.C. State Bar No. 36176  
[tdixon@ncdoj.gov](mailto:tdixon@ncdoj.gov)



**AFFIDAVIT OF JAMES F. WILKINS**

James F. Wilkins, being first duly sworn, deposes and says as follows:

1. My name is James Wilkins, I presently live in at 607 Steiner Pl Charlotte, NC 28211.
2. David Wilkins <sup>my son (JFW 8/8/2017)</sup> was involved in an auto accident on April 24, 2016 in Charlotte, NC. The police were called, who called wrecker (Dellinger Wrecker of Pineville, NC). Dellinger charged me \$240 and towed my car to Sterling Paint and Body in Charlotte, NC.
3. On Monday April 25, 2016 Sterling came to my home and had David sign agreement to fix my car. David was injured but not hospitalized, in the crash with bruises on his forehead / eye from impact on the steering wheel.
4. Sterling promised they would take care of everything and told David he would have access to a rental car directly from them.
5. Three (3) days later we called Sterling and told them that we were having repairs done at another location. They charged us \$135 vehicle storage fee which was not previously disclosed to us.
6. They also charged \$295 administration fee because we did not let them repair our vehicle. This was also not previously disclosed to us.
7. The fees were cash only, which was also not disclosed to us previously.
8. We would like to recover our \$430, but will settle for the \$295 administration fee.
9. The owner was rude, aggressive and told us he would not refund any monies to



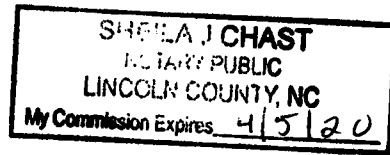
us.

*James F. Wilkins*  
JAMES F. WILKINS

Sworn to and Subscribed before me

this 9 day of August, 2017.

Sheila J. Chast *Sheila J. Chast*  
Notary Public



My Commission Expires 4/5/20

\* We learned of the 'Sterling' paperwork only after Sterling's response letter to our complaint. Our son David, was injured and signed this paperwork under duress, and possible concussion. This is still aggressive and potentially predatory behavior on part of Sterling.

\* JFW 8/8/2017

# STERLING PAINT & BODY

4000 SAM WILSON RD  
Charlotte, NC 28214  
704-398-9900 Fax 704-391-3600

## STANDARD AUTHORIZATION/POWER OF ATTORNEY/DIRECTION TO PAY

I David Wilkins hereby authorize Sterling Paint & Body to act as my agent in negotiating the final cost of repairs with the insurance company and authorize work herein to be performed, including sublet repair and grant you and your employees permission to operate the vehicle for the purpose of testing or repairing. I understand that I am responsible for payment of the repairs and agree that in the event legal action is required, I will also pay such additional amounts as the courts may affix and attorney's fees. Also, I understand that Sterling Paint & Body is an independent body shop and they don't work for the insurance company. I hereby authorize Sterling Paint & Body to act as my agent and to lawfully sign my name on such insurance checks for the cost of repairs to my vehicle.

I furthermore authorize SAFECO to pay Sterling Paint & Body for any repairs made to this vehicle associated with this claim.

Authorized by \_\_\_\_\_

Date \_\_\_\_\_

Claim Number 339455326052

Vehicle Year 2002 Make Toyota Model Camry

**P.S. Customer also understands he/she is responsible for the storage fees & a service charge if he/she decides to remove car from our body shop.**



**AFFIDAVIT OF TAMRA CLAYTON**

Tamra Clayton, being first duly sworn, deposes and says as follows:

1. My name is Tamera Hundley, I presently live in at 301 Wyoming Dr. Concord, NC 28027
2. My vehicle was in an accident on June 12, 2017.
3. On June 13th first thing in the morning I called my insurance company and reported the claim. Not 5 minutes after hanging up the phone with my insurance my phone rings. The lady identifies herself as collision center. Me I am thinking wow that was fast! I thought it was my insurance company calling me.
4. She makes an appointment to come to the house and look at the damage and get the car back to the shop. I asked about a rental vehicle and she said that would be covered.
5. So she came to the house she looked at the car and said it should take about 2 weeks to get it fixed. She even handed me a copy of my police report with my rental reservation written in her hand writing.
6. But her boss was out of the office and if I could pay the first day for the rental they would get it covered tomorrow.
7. At this point she had me sign papers in my yard and I did not know what I was signing... I thought it was for the insurance company. The papers I signed said Collision Warehouse on them. So I did.
8. She said someone would call me in the morning. So the next day no one called.



So I called several times and got no answer.

9. I sent the lady that came to the house a text (she had been text me the night before). I told her I could not get anyone to answer the phone. She sent me a text to call back, that they had no missed calls from me (704-398-9900). I sent her another text telling her I cannot afford to pay for this rental out of my pocket. That if someone did not call me I was taking the car back. Then Toni Phillips calls me and proceeds to tell me that the other drivers insurance has not claim liability yet and they can do nothing!
10. I told her what was told to me and she said well she was wrong. And I said I am coming to get my car. She tells me well you signed papers stating that if they did not do the work I would be charged Storage fees and an admin fee. This was the very next day, not even 24 hrs. I hung up on her. I sent the other lady a text and told her to tell me what the fees were and I would come and get my car. They would not tell me what the fees were. I kept calling everyday and nothing.
11. They finally heard from the other guys' insurance company, they were waiting on the adjuster. They have now had my vehicle for 10 days. I have no vehicle to drive, and my car is not fixed. I called my attorney because we are going through a bankruptcy right now and she is drawing up a letter to let them know that this vehicle is wrapped up in our bankruptcy and I did not have the courts permission to sign over the car to them, I called them and told them what the attorney said, And they lady who answered the phone said she would give them the message and someone would call me so I can pick up my car. NO ONE CALLED!
12. I have read A LOT of complaints on this company and feel so violated. Why is

this company still in business???? I think they keep changing their name to stay in business.

  
TAMRA CLAYTON

Sworn to and Subscribed before me

this 9 day of August, 2017.

  
Notary Public

**SUDHA J PATEL**  
Notary Public  
Mecklenburg Co., North Carolina  
My Commission Expires June 8, 2021

My Commission Expires 06.08.2021

Manufacturer or brand      Honda  
Model                              Accord

Account number

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

Serial number

Did you sign a contract or a lease?      Yes

Start Date                      6/13/2017  
    12:00:00 AM End Date

Total amount paid                      Amount  
    in dispute

How was payment made:              Other

Did you buy an extended service contract?      No

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

## Information About the Transaction

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

Other  
At my home

## Details of Complaint

\* Details

Limit of 2500 characters

My vehicle was in an accident on June 12th. On June 13th first thing in the morning I called my insurance company and reported the claim. Not 5 minutes after hanging up the phone with my insurance my phone rings. The lady identifies herself as collision center. Me I am thinking wow that was fast! I thought it was my insurance company calling me. She makes an appointment to come to the house and look at the damage and get the car back to the shop. I asked about a rental vehicle and she said that would be covered. So she came to the house she looked at the car and said it should take about 2 weeks to get it fixed. She even handed me a copy of my police report with my rental reservation written in her hand writing. But her boss was out of the office and if I could pay the first day for the rental they would get it covered tomorrow. At this point she had me sign papers in my yard and I did not know what I was signing... I thought it was for the insurance company. The papers I signed said Collision Warehouse on them. So I did. She said someone would call me in the

I sent the lady that came to the house a text( she had been text me the night before). I told her I could not get anyone to answer the phone. She sent me a text to call back, that they had no missed calls from me. (704-398-9900) I sent her another text telling her I cannot afford to pay for this rental out of my pocket. That if someone did not call me I was taking the car back. Then Toni Phillips calls me and proceeds to tell me that the other drivers insurance has not claim liability yet and they can do nothing! I told her what was told to me and she said well she was wrong. And I said I am coming to get my car. She tells me well you signed papers stating that if they did not do the work I would be charged Storage fees and an admin fee. This was the very next day, not even 24 hrs.I hung up on her. I sent the other lady a text and told her to tell me what the fees were and I would come and get my car. They would not tell me what the fees were. I kept calling everyday and nothing. They finally heard from the other guys insurance company, they were waiting on the adjuster. They have now had my vehicle for 10 days. I have no vehicle to drive, and my car is not fixed. I called my attorney because we are going through a bankruptcy right now and she is drawing up a letter to let them know that this vehicle is wrapped up in our bankruptcy and I did not have the courts permission to sign over the car to them, I called them and told them what the attorney said, And they lady who answered the phone said she would give them the message and someone would call me so I can pick up my car. NO ONE CALLED! I have read A LOT of complaints on this company and feel so Violated. Why is this company still in business???? I think they keep changing there name to stay in business.

When they finally finished with my car and we went to pick it up. It look great walking by it. When we got in the bottom piece to the car doors on the driver's side is loose, the driver's door was used and was not put in correctly. It will not stay open and The auto window for the driver's side is wired to the back passenger window, the seal inside the door is not on properly and you can see the pits in the bonding job they did. It was not replaced with a new part. Yet they charged the other driver's insurance over 3,000.00 And I had to do without a vehicle for over six weeks.

## **Resolution Attempts You Have Made**

\* What resolution would you consider fair?

They should pay someone else to fix their Bad job.

I would not let them take my car back to their shop EVER!

Have you contacted the company with your complaint? Yes

If yes, name of person most recently contacted

Toni Phillips

His/her phone number, incl. area code

704-398-9900

Results

Nothing

Return my vehicle without any fees

STATE OF NORTH CAROLINA  
COUNTY OF CATAWBA

**AFFIDAVIT OF ERIC GONZALEZ**

Eric Gonzalez, being first duly sworn, deposes and says as follows:

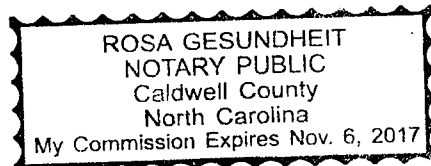
1. My name is Eric Gonzalez, I presently live in at 404 Third Ave Apt 1 Hickory,  
NC 28602
2. I had a car accident and I received a call from the company Sterling Body &  
Paint.
3. I took the car there and had it there for 22 days. They did not fix the car and I had  
to take it back to them.
4. They charged me \$450 just to have the vehicle in their shop.
5. I do not want more people to experience what I have gone through with this  
company.

ERIC GONZALEZ  
ERIC GONZALEZ

Sworn to and Subscribed before me

this 11 day of August, 2017.

Rosa Gesundheit  
Notary Public



My Commission Expires 11-06-2017



**AFFIDAVIT OF WINNIE CARTER**

Winnie Carter, being first duly sworn, deposes and says as follows:

1. My name is Winnie Carter, I presently live in at 11433 McGinns Trace Court  
Charlotte, NC 28277.
2. I, Winnie W. Carter, was involved in a car accident on June 23, 2016 in which I  
was rear- ended by another driver.
3. Without impetus, Sterling Paint and Body contacted me by telephone on June 27,  
2016. I was told that they (Sterling) could repair my vehicle, would pick up my  
vehicle from my home, provide me with transportation to obtain a rental, and  
would pay for first day of rental. They also stated that MetLife, the insurance of  
the other driver, would pick up the cost of rental after the first day while my  
vehicle was being repaired.
4. However, office personnel contacted me after the initial call to request that I bring  
my credit card with me to secure the rental vehicle. As I have not had experience  
with body shop etiquette, I did not recognize this being out of the norm.
5. On June 28, 2016, two individuals from Sterling Paint and Body arrived at my  
home, had me to sign paperwork, and took my car for supposed repairs. A female  
transported me to the Budget Rental Services in Pineville, NC located in the  
Carolina Place Mall.
6. As all body shops are aware, I was not informed that insurance does not pay for a  
rental vehicle if the vehicle needing repair is drivable.



7. I also was not given an estimate of cost nor time of repair.
8. The paperwork that I signed was completed in the garage of my home and after review not reflective of information shared with me. I questioned the Sterling employee at the rental car office regarding the paperwork and was not told of the contents accurately. I stated, "I can't read all of this paperwork this fast "What am I signing?" She proceeded to tell me this just gives us permission to fix your car." I believe that I was taken advantage of as a senior citizen and was rushed into signing paperwork without fully understanding what I was signing.
9. On June 29, 2016, I returned to Budget to exchange the compact rental car for a full sized vehicle, which I was told by Sterling that I could do if I found that I needed to exchange. Budget did not have a full sized vehicle available because of the holiday weekend. I contacted Sterling to request my own vehicle until repairs were going to be started. My daughter, Felicia R. Davis, called Sterling and was informed by Toni Phillips, manager, that the rental was a courtesy and that I would be responsible for a \$295.00 administrative fee and two-day storage fee at this time. This was at 4:15PM in the afternoon and could not make it to their facility before the close of the day. Felicia asked to speak with the owner of the business, Leonard Sterling, and was told that he was gone for the day. She called back to ask another question and inquired if the gentleman answering the telephone was Leonard Sterling and was initially told yes.
10. After she started discussing the situation, the gentleman quickly recanted and said that he was not Mr. Sterling, but was Gary Johnson. He proceeded to tell my daughter that I was the cause of the insurance not covering the rental.



11. On June 30, 2016, I contacted Monique Stover, the Metlife Claim Adjuster. After our conversation, I decided to retrieve my vehicle and not proceed with repair by Sterling as they had been dishonest with me and had lost all of my confidence to provide satisfactory repair.
12. I attempted to reach Sterling by telephone all day on June 30th without success. My daughter called all possible numbers without any response as well 704-398-9900 / 704-391-3600 / 980-585-4650 / 980-299-7674 On July 1, 2016, I called Sterling Paint and Body @ 9:10 AM, spoke with a female employee, and informed her that I was on my way to pick up my vehicle. I was taken to the business, waited for CMPD (Officer G.L. Home) to arrive, and found that the establishment was closed displaying a sign: Closed for the Holiday Will Reopen July 6th. The female employee made no mention of closing or alternate business hours for the day, which was only an hour and 40 minutes from the time that I had spoken with her.
13. On July 6, 2016, the earliest that the business was open, I returned to obtain my vehicle. At this time, my storage had escalated to 9 days plus administrative fees.
14. I was fearful and felt obligated to remove my vehicle from their premises that day because of additional storage fees and possible retaliation. I therefore paid the \$700.00 cash payment as they requested. I also returned the rental car to Budget Rental at a cost of \$440.02.
15. In conclusion, I feel very disheartened by the fact that I was taken advantage of by Sterling Paint and Body for an accident that was the fault of another driver. I had to pay \$700.00 in storage and administration fees with no repair to my vehicle and

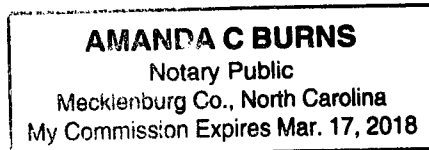
no inspection of the vehicle by an insurance adjuster. I had to pay \$440.02 for a rental car that I was told Sterling would pay the first day and the remainder would be covered by Metlife Insurance. This was found not to be true leaving me to pay the entire cost of the rental car. I am asking for reimbursement of my total expenditures of \$1140.02.

Winnie Carter  
WINNIE CARTER

Sworn to and Subscribed before me

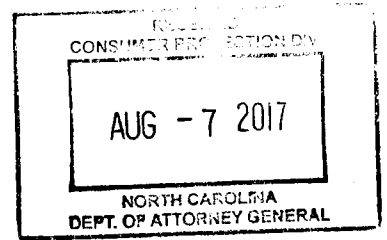
this 7 day of August, 2017.

Amanda C. Burns  
Notary Public



My Commission Expires March 17, 2018

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

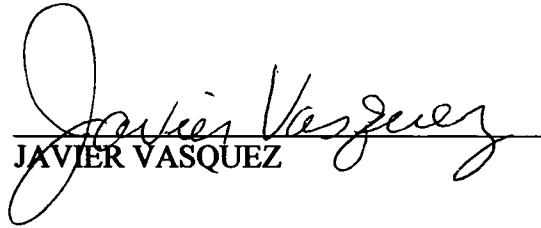


**AFFIDAVIT OF JAVIER VASQUEZ**

Javier Vasquez, being first duly sworn, deposes and says as follows:

1. My name is Javier Vasquez, I presently live in at 113 Kerr St. NW. Concord, NC 28025.
2. My wife and I were in a car accident on June 16th 2016 and on June 17, 2016. I received a phone call from Sterling Paint & Body stating they were from the insurance company from the other driver and that they was sending someone to pick up my Toyota to see how much it was going to cost to fix it.
3. They pushed papers in my face to sign and I did cause my wife was running late for work.
4. I founded out from my insurance company that they or the other insurance company didn't send them to pick up my vehicle. I talked to my insurance company and they informed me to go down and pick up my vehicle
5. When I got there they told me that I had to pay \$500.00 to pick up my vehicle. I called the police and they came and told me that this company scam people that has accidents to do the work and charge over priced for the work. I have copies of the police report and from Sterling Paint & Body.
6. I'm 62 years and on disability and only get my check once a month. This company should be closed down so they don't scam anyone else.



  
JAVIER VASQUEZ

Sworn to and Subscribed before me

this 4 day of August, 2017.

  
Notary Public

Stephen R Smith  
NOTARY PUBLIC  
Cabarrus County, NC

My Commission Expires July 27, 2020



rosa vasquez <olrosa65@gmail.com>

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**truck**

1 message

---

**Rosa Vasquez** <Rosa.Vasquez@acninc.com>  
To: "olrosa65@gmail.com" <olrosa65@gmail.com>

Thu, Aug 3, 2017 at 1:59 PM

7. After contacting our insurance company, in order for them to help us, we would have to file the claim with them, so we can expedite the process of getting our truck back.

8. Constant back and forth with sterling on when truck would be ready. We had to keep extending our rental, being told everyday that our rental funds were running out. Wife was not working due to the car accident and had to keep borrowing money for gas to get back and forth to the shop to keep being told..it is not ready yet...

9.After finally being able to pick up our truck. Sterling presented the truck with tons of dust on it and said once it was washed, it would be good a new...it was not until we left and took the truck to the car wash that we noticed excessive paint on truck and back tail lights.

10. we have since taken our truck back to the dealership to inquire about turning it back in and leasing another vehicle, when we were told that due to the condition of the work that was done...we would have to purchase the vehicle because it has lost so much value.

STATE OF NORTH CAROLINA  
COUNTY OF MECKLEMBURG

**AFFIDAVIT OF EDDIE FORD**

Eddie Ford, being first duly sworn, deposes and says as follows:

1. My name is Eddie Ford, I presently live in at 4944 Hathwyck Court NW  
Concord, NC 28027.
2. I, Eddie Ford, was involved in a car accident on January 11, 201~~8~~<sup>8</sup>. EE7
3. Wallace Paysour from Collision Warehouse contacted me pretending to be from  
Discovery Insurance Co. I did not call him, he showed up at my house.
4. On Friday January 12, 201~~8~~<sup>8</sup> he sent a rental car to my home saying we are here to  
do an adjustment on the van. I asked them to come back after I had cleaned out  
my van. I signed some paperwork and got the rental car on Saturday, January 13,  
201~~8~~<sup>8</sup>. EE7
5. A representative from Discovery Insurance Company told me they did not send  
anyone to my home.
6. I feel Collision Warehouse Lied to me.
7. I had been hurt from the accident with a concussion, I could not piece this all  
together at the time.
8. I had difficulty even finding Collision Warehouse because they are listed as  
Sterling Paint & Body.
9. Discovery Insurance was not going to pay for the repairs because they did not  
recommend Collision Warehouse.
10. To get my van back I paid \$9,900 and they were charging me \$45 / day for  
\$990.00 EE7



storage. I want my money returned.

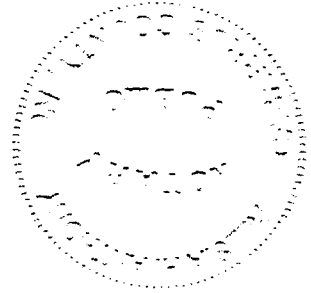
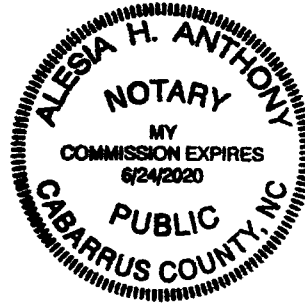
Eddie Ford  
EDDIE FORD

Sworn to and Subscribed before me

this 25<sup>th</sup> day of April, 2018.

Alesia H. Anthony  
Notary Public

My Commission Expires 6/24/2020



# RECEIPT

## COLLISION WAREHOUSE

**DATE:** 01/23/18

**Tow:** \$200.00 – Seymour Towing

**Storage:** 11 days @ \$45.00 = \$495.00

**Admin. Charge:** \$295.00

**Total:** \$990.00

**Vehicle: 2005 Dodge Caravan**

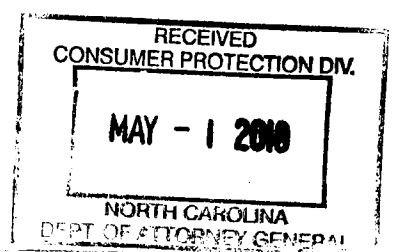
**Eddie FORD**

**VIN: 1D4GP45R75B233896**

**\*\*Fees are as of the day listed above by 5PM.**

A handwritten signature in black ink, appearing to be 'Eddie Ford', is written over the bottom left portion of the receipt. The signature is cursive and somewhat stylized.





Christine Ford  
219 Lincoln St. S.W.,  
Concord, NC 28025

TO Whom It may concern:

I too, Christine Ford almost became a victim of the scam concerning Gabriel Automotive Group. Fortunately, I was stopped and warned not to proceed by Mrs. Eddie Ford.

The individual(s) make it very convincing that you are really dealing with a representative from an insurance company.

Please stop these individuals; they prey on the elderly as well and they don't know what to do.

Sincerely,  
Christine Ford

# COLLISION WAREHOUSE

4000 Sam Wilson Rd.  
Charlotte, NC 28214  
704-234-5500 Fax 704-900-8282

## AUTO BODY CLARIFICATION FORM

I authorize \_\_\_\_\_ to pay Collision Warehouse for any repairs made to this vehicle associated with this claim. I also understand that Collision Warehouse is an independent repair facility. Also, Collision Warehouse's claim advisor explained to me that they are not in any way associated with any insurance co. or did they tell me they were affiliated or work for \_\_\_\_\_.

Sign Christine Ford

Date 03-29-18

Claim Number \_\_\_\_\_

Vehicle Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

**P.S. Customer also understands he/she is responsible for the storage fees & a service charge if he/she decides to remove car from our body shop.**

# GABRIEL AUTOMOTIVE GROUP

COLLISION WAREHOUSE LLC

P.O Box 680861

Charlotte, NC 28216

704-234-5500 Fax 704-900-8282

## STANDARD AUTHORIZATION/POWER OF ATTORNEY/DIRECTION TO PAY

I Christine Ford hereby authorize Collision Warehouse to act as my agent in negotiating the final cost of repairs with the insurance company and authorize work herein to be performed, including sublet repair and grant you and your employees permission to operate the vehicle for the purpose of testing or repairing. I understand that I am responsible for payment of the repairs and agree that in the event legal action is required, I will also pay such additional amounts as the courts may affix and attorney's fees. Also, I understand that Collision Warehouse is an independent body shop and they do not work for the insurance company. I hereby authorize Collision Warehouse to act as my agent and to lawfully sign my name on such insurance checks for the cost of repairs to my vehicle.

I furthermore authorize \_\_\_\_\_ to pay Collision Warehouse for any repairs made to this vehicle associated with this claim.

Authorized by Christine Ford

Date 03-29-18

Claim Number \_\_\_\_\_

Vehicle Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_

**P.S. Customer also understands he/she is responsible for the storage fees & a service charge if he/she decides to remove car from our body shop.**

# CUSTOMER INFORMATION

## Damage Report Information

Please Print..... Thank you

PNAME:			
ADDRESS:	CITY:	STATE:	ZIP:
HOME PHONE:		WORK PHONE:	
YEAR:	MAKE:	MODEL:	COLOR:
INSURANCE COMPANY:		CLAIM:	VIN:
ADJUSTER:	PHONE NUMBER:	EXT:	DAMAGE AREA:
WOULD YOU PREFER TO HAVE YOUR AUTOMOBILE REPAIR AT OUR SHOP? YES			NO

<b>1. How did you hear about our shop?</b> <input type="checkbox"/> Repeat Customer <input type="checkbox"/> Customer Referral <input type="checkbox"/> Telephone Call <input type="checkbox"/> Radio Ad 	<b>3. Do you need assistance filing claim?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>  <b>4. What is your number one concern about repairs?</b> <input type="checkbox"/> Price <input type="checkbox"/> Color Match <input type="checkbox"/> Time in shop <input type="checkbox"/> Convenience 	<b>6. Is this your ( ) estimate?</b> <input type="checkbox"/> First <input type="checkbox"/> Second <input type="checkbox"/> Third  <small>*It's our goal to repair your vehicle so that it looks and drives as it did before. If you have any special needs, be sure to let your service writer know.</small>  <b>5. Do you have an estimate prepared by insurance co?</b> Yes <input type="checkbox"/> No <input type="checkbox"/>  <p style="text-align: right;"><b>*Thank you!!!!!!!!!!!!</b></p>
<b>2. Who's paying for repairs?</b> <input type="checkbox"/> Your Insurance Co. <input type="checkbox"/> Their Insurance Co. <input type="checkbox"/> I'm paying for repairs myself		

**Repairs Authorized**

By: Chuck Ford

Date: 03-29-18



**Gabriel Automotive Group**  
 Body Shop • Service • Sales • Accessories

**Wallace Paysour**  
 Claims Advisor

Office: 704-234-5500  
 Fax: 705-900-8282

4000 Sam Wilson Rd.  
 Charlotte, NC 28214

**AFFIDAVIT OF ANTHONY DAVIS**

Anthony Davis, being first duly sworn, deposes and says as follows:

1. My name is Anthony Davis, I presently live in at 5422 Linda Vista Ln.  
Charlotte, NC 28216.
2. I was rear-ended on Highway 77 on Wednesday February 28, 2018. After the accident, I took pictures of the car as did the other party involved. I followed my insurance protocols and spoke with a rep from Nationwide.
3. Shortly after (Friday March 2, 2018) I received a message from a guy named Wallace, saying he was from Gabriel Automotive group and that he could come get the car and get a quote to Nationwide. He also told me there was a cash back incentive for going with his shop and I could get up to \$500. Due to the timing of his text message, I thought he was sent over by Nationwide and was an authorized Nationwide dealership.
4. We text back and forth and then we spoke Saturday morning and he eventually drove a rental car over for me. I gave him a \$100 deposit for the rental car and he had me sign some paperwork, some of which he said he could fill out later. He told me he would have a quote for me early Tuesday morning.
5. The rental car he gave me appeared to be in good condition but the car squeaked badly when trying to break. I became concerned because I commute to work 50 minutes every day.
6. Tuesday morning passed and no one contacted me about the quote. I text and

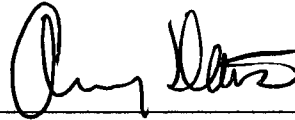


called him Tuesday afternoon and he didn't respond. Something didn't feel right and then I got a call from the other parties' adjuster, who informed me Collision Warehouse (4000 Sam Wilson rd.) was not an authorized dealer.

7. I then called up to the shop to request my car be taken to a different location. They informed me that if I did that, I would have to pay a storage fee of \$45 per day, a \$295 processing fee, and the cost of checking the car out which was another \$200 or so. Totaling over \$700.
8. I then called Nationwide and had the adjuster go out and look at the car. The adjuster looked at the car and called me instantly to ask me to describe the damage done to the car. I sent her a picture of the car taken after the accident and right before the state trooper arrived.
9. She then showed me pictures of the damage that she had taken out at the shop. I couldn't believe what she showed me, there were rear lights damaged and two additional dents/holes in the rear of the vehicle. The dealership had smashed a light, dented the rear of the car in two different areas and created additional damage so they could get a bigger payout. It would have been impossible for that type of damage to occur during the accident based on the type of vehicle the other party was driving.
10. I'm frustrated because I just want my car back and I know Nationwide will only cover the damage that was done by her car. She was driving an older Honda Accord which sits low to the ground. Would have been impossible for her car to hit my car as high as the damage was. I am going to do what I can to seek justice. I will speak with a fraud investigator at CMPD if they have one. I have the pics as

well and have attached them. The clearer picture is the one taken right after the accident while the vehicle was pulled on the side of the road (Exhibit 1). The blurrier picture is one from the Nationwide adjuster (Exhibit 2).

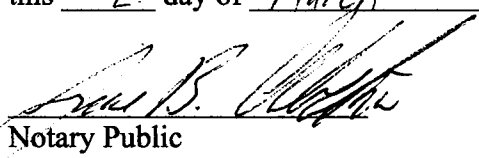
- 11. Nationwide has begun its own investigation and I have given them a statement.
- 12. I still don't have my car and its accumulating fee's by the day.



ANTHONY DAVIS

Sworn to and Subscribed before me

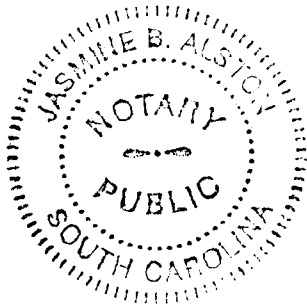
this 20 day of March, 2018.



Notary Public

My Commission Expires Nov. 2, 2027

My Commission Expires \_\_\_\_\_



STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
NO. \_\_\_\_\_

STATE OF NORTH CAROLINA *ex rel.* )  
JOSHUA H. STEIN, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
STERLING, PAINT, & BODY, LLC, )  
COLLISION WAREHOUSE, LLC, )  
STERLING LEONARD GABRIEL, )  
Individually, and NICHOLE SHARIE )  
GABRIEL, Individually, )  
 )  
Defendants. )

**AFFIDAVIT OF  
MARYANNE P. DAILEY**

I, Maryanne P. Dailey, being first duly sworn, depose and say:

1. I am an adult over eighteen years old, have not been adjudicated incompetent, make this affidavit of my own free will, and state facts within my personal knowledge. If called as a witness in any hearing concerning the matters discussed in this affidavit, I can testify competently to the facts set forth herein.
2. I am a resident of Mecklenburg County and have been employed by the Better Business Bureau (hereafter "BBB") since October of 1998. My current position with the BBB is Senior Vice President, serving over the Southern Piedmont and Western North Carolina areas, which includes Charlotte. As Executive Manager, I oversee all aspects of the Operations department and the Consumer Fraud Awareness Program.
3. The BBB is a national organization focused on advancing marketplace trust and consists of one hundred and six (106) independently incorporated local offices throughout the United States and Canada.





4. As part of its regular course of business, the BBB receives reviews, including complaints, from consumers regarding their dealings with businesses and reflects such consumer reviews, as well as an overall grade of each business (based on such consumer reviews and the BBB's own investigation), on its website at <https://www.bbb.org>
5. As Executive Manager, I have firsthand knowledge of the number of complaints the BBB receives from consumers against a business as well as the nature of the complaints received.
6. Since January 1, 2016, the BBB has received twelve (12) consumer complaints against Sterling Paint & Body, LLC and four (4) consumer complaints against Collision Warehouse, LLC.
7. Generally, the complaints received against these two companies allege a pattern of contacting the owner of a vehicle which has been involved in an accident, falsely representing that the company is affiliated with the vehicle owner's insurance company or that the company will provide free rental services in order to entice the owner to permit the company to take possession of the vehicle, dismantling the vehicle without authorization, performing faulty repair work on the vehicle, and then not permitting the owner to retrieve the vehicle until the owner has paid storage, rental, and repair fees whether or not the vehicle owner's insurance company agrees to cover the damages to the vehicle.

This the 21 day of September, 2018.

  
Maryanne P. Dailey, Affiant

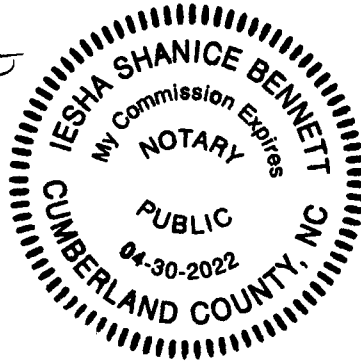
Sworn to and subscribed before me

This the 21 day of SEPT., 2018.

*Iesha Shanice Bennett*

Notary Public

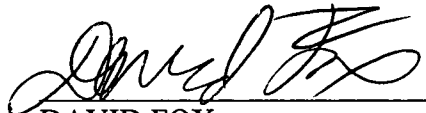
My Commission Expires: 4/30/22





from the citizen complaint files I have compiled and maintained as part of my professional responsibilities in the Consumer Protection Division. These citizen compliant files and their contents are public records maintained under my supervision and control.

7. We have eight (8) written complaints against Sterling. Six (6) from 2016 and two (2) from 2017.
8. We have eleven (11) complaints against Queen City. Ten (10) from 2010 and one (1) from 2011.
9. In summary, these complaints stem from being each consumer being contacted by Sterling Paint and Auto Body and after having had an auto accident. Each consumer was led to believe that Sterling was affiliated with their insurance company. They were unsatisfied with the repairs performed by Sterling or had billing issues arise.

  
\_\_\_\_\_  
DAVID FOX

Sworn to and Subscribed before me

this 27 day of July, 2018.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires 2/14/2023

