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STATE OF NORTH CAROLINA
COUNTY OF WAKE 2019 JUL 10 P 12: 15
WAKE CO., C.S.C.

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
19 cv _____

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

Plaintiff,)

v.)

TURTLE CREEK ASSETS, LTD.,)
TURTLE CREEK RENTALS LLC,)
ROYAL PARK HOLDINGS, INC., and)
GORDON SCOTT ENGLE.)

Defendants.)

COMPLAINT

MOTION FOR A TEMPORARY
RESTRAINING ORDER AND
PRELIMINARY INJUNCTION

INTRODUCTION

1. This action is brought by the State of North Carolina, by and through its Attorney General Joshua H. Stein (“Attorney General”), against Turtle Creek Assets, Ltd., Turtle Creek Rentals LLC, Royal Park Holdings, Inc., and Gordon Scott Engle (“Defendants”) pursuant to North Carolina’s Prohibited Practices by Collection Agencies Engaged in the Collection of Debts from Consumers, N.C. Gen. Stat. §58-70-95 through §58-70-130, the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, and North Carolina’s Business Corporation Act, Professional Corporation Act, and Uniform Partnership Act, seeking civil penalties, restoration of monies paid, restitution and temporary, preliminary and permanent injunctive relief, pursuant to N.C. Gen. Stat. §§55-15-02(d), 57D-7-02(b), 57D-7-22, §58-70-130, 59-92, 59-94, 75-14, 75-15.1, 75-15.2, 75-16.1, and 114-1.1.

SUMMARY

2. Beginning in 2012, Defendant Turtle Creek Assets Ltd., with Defendants Royal Park Holdings, Inc. and Gordon Scott Engle began acquiring charged-off consumer debt from Aaron's, Inc., a nationwide corporation offering consumers rent-to-own sales of household furniture, appliances, and electronics. Thereafter, Defendants, including Turtle Creek Rentals LLC, began collecting on that debt in North Carolina. They did so, and continue to do so, without the required debt collecting permit from the North Carolina Commissioner of Insurance, without the proper certifications and registration with the North Carolina Secretary of State, and using threatening and abusive language, coercion, unreasonable publication, deceptive representations, and unfair practices, including misusing the North Carolina criminal justice system to further their illegal debt collection.

PARTIES

3. Plaintiff is the State of North Carolina acting by and through its Attorney General Joshua H. Stein, pursuant to authority granted in Chapters 55, 57, 58, 59, 75 and 114 of the North Carolina General Statutes.

4. Defendants are a group of three entities and their common leader, Gordon Scott Engle.

5. Defendant Turtle Creek Assets, Ltd. (TCA), is a Texas limited liability partnership. Turtle Creek Assets, Ltd. was first registered with the Texas Secretary of State on July 1, 2004; its General Partner is Royal Park Holdings, Inc. Turtle Creek Assets, Ltd. is not registered with the North Carolina Secretary of State to transact business in this State as a foreign limited liability partnership. (See Ex. 1, Affidavit of Investigator Michael Ramaikas, Ex. 2; TCA's TX filing)

6. Defendant Turtle Creek Rentals LLC (TCR), is a Texas limited liability company. Turtle Creek Rentals LLC was first registered with the Texas Secretary of State on March 6, 2019. Turtle Creek Rentals LLC does not hold a certificate of authority from the North Carolina Secretary of State to operate as a foreign limited liability company in the State of North Carolina. (See Ex. 1; Ex. 3, TCR's TX filing)

7. Defendant Royal Park Holdings, Inc., is a Texas corporation. Royal Park Holdings, Inc. was first registered with the Texas Secretary of State on June 17, 2004. Royal Park Holdings, Inc. also conducts business under an assumed name, Forward Properties International, Inc.; Royal Park Holdings, Inc. does not hold a certificate of authority from the North Carolina Secretary of State to operate as a foreign corporation in the State of North Carolina. (See Ex. 1; Ex. 4, Royal Park Holdings, Inc. TX filing; Ex. 5, Royal Park Holdings, Inc. Assumed Name Certificate)

8. Defendant Gordon Scott Engle is a resident of North Carolina, holds a North Carolina driver's license, and has an address of 16424 Green Dolphin Lane, Cornelius, North Carolina, 28031. Gordon Scott Engle is the President and CEO of Turtle Creek Assets, Ltd, the Manager of Turtle Creek Rentals LLC, and the President of Royal Park Holdings, Inc. (See Ex. 1; Ex. 2; Ex. 3, Ex. 6, 2017 filing of Royal Park Holding [sic])

JURISDICTION AND VENUE

9. The Court has subject matter jurisdiction because the acts and practices alleged herein are in or affecting commerce in North Carolina.

10. The Court has personal jurisdiction over Defendants because their acts and practices occur, in whole or in substantial part, in the State of North Carolina.

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

FACTUAL ALLEGATIONS

12. Based on information and belief, between 2012 and 2018, through a series of Agreements and Amendments, Defendant TCA, with Defendants Royal Park Holdings, Inc. and Gordon Scott Engle, acquired charged-off consumer debt from Aaron's, Inc.

13. Aaron's Inc. is a nationwide corporation offering consumers rent-to-own sales of household furniture, appliances, and electronics. Based upon information and belief, except for the rare exception of a completed in-store purchase, all of Aaron's sales are written rent-to-own purchases.

14. Gordon Scott Engle signed the agreements and amendments with Aaron's as TCA's President and CEO, by and through its general partner, Forward Properties International, Inc.; however, Forward Properties International, Inc. is not its own entity, it is an assumed name of Royal Park Holdings, Inc. (Ex. 1, Ex. 5)

15. The accounts of charged-off consumer debt were purchased with the intention of collecting the outstanding balances of said accounts.

16. Since at least 2018, TCA has been collecting and attempting to collect on those accounts in the State of North Carolina. (Ex. 1)

17. As such, TCA is a "debt buyer" and acting as a "collection agency" when collecting or attempting to collect from consumers in North Carolina. N.C. Gen. Stat. § 58-70-15.

18. Since at least 2018, TCR has been collecting and attempting to collect, in North Carolina, on the accounts payable that TCA purchased from Aaron's. (Ex. 1)

19. As such, TCR is acting as a “collection agency” when collecting or attempting to collect from consumers in North Carolina. N.C. Gen. Stat. § 58-70-15.

20. Neither TCA nor TCR possess a permit from the Department of Insurance (DOI) to conduct or operate a collection agency or to do collection agency business in the State of North Carolina as required by N.C. Gen. Stat. § 58-70-1. (Ex. 7, DOI search results)

21. Any person, firm, corporation, or association conducting or operating a collection agency or doing a collection agency business without a permit commits a felony. N.C. Gen. Stat. 58-70-1.

22. As part of its collections techniques in North Carolina, TCP and TCR mail, hand-deliver or leave in a consumer’s door to be found, collection notices. (Ex. 1)

23. The undated notices carry several different return addresses which all point back to Gordon Scott Engle, including his business address in Texas, a Cornelius, North Carolina P.O. Box obtained using Gordon Engle’s home address, and Gordon Engle’s “personal” private mailbox at a PostNet in Cornelius, North Carolina. (Ex.1, Ex. 8, TX filing, Ex. 9, Engle’s App. for Delivery of Mail through Agent, Ex. 10, PostNet)

26. The consumer notices TCA and TCR send reference N.C. Gen. Stat. § 14-167, *Failure to Return Hired Property*, a criminal statute, and inform readers that the letter is a demand for the return of rented property to Aaron’s. (Ex. 11, Affidavit of J. Batchelor; Ex. 12, Affidavit of J. Johnson; Ex. 13, Affidavit of T. Thacker)

27. The notice goes on to inform the reader that “Pursuant to North Carolina laws (NC Gen Stat § 14-167 – Failure to return hired property) YOU HAVE FORTY-EIGHT (48) HOURS FROM THE RECEIPT OF THIS DEMAND TO RETURN THE LEASED PROPERTY TO THE LESSOR AT THE ADDRESS SPECIFIED IN THE RENTAL

CONTRACT OR A CRIMINAL COMPLAINT WILL BE FILED WITH THE PROPER AUTHORITIES FOR CRIMINAL PROSECUTION.” (emphasis in original) (Ex. 11, 12, 13)

28. The notice instructs that if a consumer cannot return the property to Aaron’s within 48 hours, “please call [1.888.399.1701 OR 1.888.427.0997] within (forty-eight) 48 hours of the receipt of this letter TO AVOID CRIMINAL CHARGES BEING FILED.” (emphasis in original) (Ex. 11, 12, 13)

29. The notices fail to disclose that Defendants are debt collectors seeking to collect a debt. (Ex. 11, 12, 13)

30. Some notices state they are from “TCA Rentals, LLC” or “Turtle Creek Assets, LLC,” entities that do not exist. (Ex. 12, Johnson (Turtle Creek Assets, LLC); Ex. 13, Thacker (TCA Rentals, LLC); Ex. 14, TX’s lack of records for TCA Rentals LLC; Ex. 15, TX’s lack of records for Turtle Creek Assets, LLC)

31. The notices appear to simulate an official court notice, cite North Carolina statutes with bold and red letters, and claim to be a “statutory notice [] provided pursuant to section 14-167 of the Code of North Carolina.” (Ex. 1, 11, 12, 13)

32. Based on information and belief, attached to some notices are *unsigned* criminal summonses simulating and appearing to be official process.

33. These unsigned summonses contain all the hallmarks of a lawful North Carolina Criminal Summons, including the form’s AOC number; the only thing lacking is a completed magistrate’s signature block and file number.

34. Although the unsigned simulated summonses had no legal effect, TCA and Gordon Engle hired private police agencies to deliver them to consumers. (Ex. 16, a copy of a contract between TCA, Gordon Engle and Capitol Special Patrol of Charlotte, NC)

35. The unsigned summonses and notice are delivered by uniformed officers who at the time of delivery, arrive in marked units and wear uniforms. (Ex. 16)

36. Upon information and belief, the uniformed officers tell the consumer to call the number on notice within 48-hours and that they could be arrested.

37. At least one notice misstates North Carolina law. The small print at the bottom of the notice states:

Intent to avoid payment is presumed if: (4) the actor failed to return the property held under the rental agreement: (A) within five days after receiving notice demanding return, if the property is valued at less than \$1,500; or (B) within three days after receiving notice demanding return, if the property is valued at \$1,500 or more. (c) For Purposes of Subsection (a)(4), (b)(2), and (b)(4), notice shall be notice in writing, sent by registered or certified mail.

(Ex. 13; See Ex 1's Ex. A), Enlarged Text). This is not the law of North Carolina. See N.C. Gen. Stat. §168.3 (stating that any failure to return is *prima facie* evidence, as opposed to a presumption, and making no reference at all to three days, five days, or any differentiation between values greater or less than \$1,500).

38. The language in the "notice" appears to be lifted from a Texas criminal statute for Theft of Services, Tex. Penal Code §31.04. (Ex. 17, Tex. Penal Code §31.04)

39. At least one letter was left in a consumer's door without an envelope where her nine (9) year-old daughter found it, read it, and thought her mother was going to jail. (Ex. 11)

40. As requested by the letters, consumers hoping to resolve the threat of criminal charges and jail time, telephone TCA and/or TCR. During those calls, more unlicensed and unlawful debt collection practices take place. (Ex. 11, 13)

41. Consumers report that TCA and/or TCR curse at them and threaten arrest and jail time. (Ex. 11, 13, and Ex. 18, Affidavit of K. Slaughter).

42. Other threats included threatening to place debt on credit bureau reports and threatening a consumer's job. (Ex. 18)

43. At least one consumer offered to surrender the appliance demanded in the notice, but the TCA representative told her "we don't want it back – we just want the money." (Ex. 11)

44. Another customer informed TCA she had returned the demanded television to Aaron's years earlier, but TCA told her "that was not [TCA's] concern" and TCA was to collect the debt or the consumer would go to jail. (Ex. 13)

45. Based on information and belief, the unsigned summonses some consumers receive accused them of failing to return items they never purchased; when confronted about this situation, Gordon Engle acknowledged it and explained it as an employee's failure to change the property description when running multiple copies of the unsigned summonses.

46. Defendants failed to respond to consumers' requests for proof of debt. (Ex. 11, 17)

47. In addition to sending consumers unsigned summonses, Defendants also seek criminal summonses from North Carolina Magistrates. Since at least 2018, both TCA and TCR have filed hundreds of criminal complaints in several North Carolina counties. (Ex. 1)

48. The complaints are based on information provided under oath to North Carolina magistrates by TCA and TCR.

49. The complaints result in Criminal Summonses being issued against Aaron's customers for failing to return rented property and list the criminal violation as N.C. Gen. Stat. § 14-167, Failure to Return Hired Property. (Ex. 12; Ex. 19, Complaint on C. H; Ex. 20, Complaint on K.B, Ex.21, Complaint of C.R., Ex. 22, Complaint of P.T.)

50. The factual allegations include that the defendant failed to return rented property: “to the possession of the TURTLE CREEK ASSETS, from whom you rented it” (Ex. 21) “to the possession of the Turtle Creek Assets, LLC, from whom you rented it” (Ex. 12) and “to the possession of Turtle Creek Assets LLC (Aaron’s Sale and Lease), from who you rented.” (Ex. 19) None of these entities are a registered entity or the entity from whom the consumer rented. (Ex. 1, 15)

51. As a result, the complaints lead the magistrates to believe that TCA or TCR actually rented the property in question.

52. Furthermore, N.C. Gen. Stat. §14-167, *Failure to Return Hired Property*, is not the correct charge for a failure to return leased property obtained through a rent-to-own contract. N.C. Gen. Stat. §14-168.4, *Failing to return rented property for which there is a purchase option*, is the only statute applicable. N.C. Gen. Stat. §14-168.4(c) states: “Violations of this Article for failure to return rented property which is rented pursuant to a written rental agreement in which there is an option to purchase **shall be prosecuted only under this section.**” (emphasis added)

53. Additionally, TCA and TCR’s forty-eight (48) hour demand notice does not apply to N.C. Gen. Stat. § 14-168.4. As outlined in N.C. Gen. Stat §14-168.3, it only applies to violations of NC Gen. Stat. §§ 14-167, 14-168, and 14-168.1, not §14-168.4.

54. By initiating criminal charges under N.C. Gen. Stat. §14-167, TCA and TCR attempt to legitimize their unlawful and threatening debt collection letters by cloaking them as a required “statutory notice” which it is not. (Ex. 11’s Ex. A. pg.1, bottom; Ex. 13’s Ex A pg. 2, bottom)

55. Based on information and belief, at times, TCA and TCR also misrepresent the dates of offense to make them fall within the two-year statute of limitations for misdemeanors outlined in N.C. Gen. Stat. § 15-1.

56. Additionally, in its under oath complaints, TCA and TCR misrepresent the facts by failing to inform reviewing magistrates that the rentals were rent-to-own, a fact known to Defendants; because that information is withheld, magistrates are left unaware that Defendants are improperly seeking criminal summonses for N.C. Gen. Stat. §14-167.

57. Further, some of TCA and TCR's under oath complaints allege false facts by stating that consumers refused to return items when they already returned them, agreed to return them, or never purchased them at all; (Ex. 11, 12, 13)

58. In response to consumer complaints made to the North Carolina Department of Justice about its conduct, Gordon Engle, representing himself to be the President and CEO of Turtle Creek Assets, Ltd., by and through its general partner Forward Properties International (the assumed name of Royal Park Holdings, Inc.), represented direct knowledge of the defendant-entities' debt collection conduct in North Carolina and its use of the North Carolina criminal justice system; (Ex. 1, 23)

59. Since at least 2018, Turtle Creek Rentals has filed civil suits in several North Carolina counties. (Ex. 24, Union County Civil Filings)

60. Turtle Creek Rentals does not exist and Turtle Creek Rentals, LLC was not created in Texas until March of 2019, months after it filed lawsuits in North Carolina; it has never been registered as a foreign entity in this State. (Ex.1, 3)

61. Based on information and belief, the civil suits failed to include a copy of the consumer's contract evidencing the debt or any assignment showing that Turtle Creek Rentals was the owner of the debt.

62. TCA, TCR, Royal Park Holdings, Inc. and Gordon Scott Engel have been unlawfully collecting debt in North Carolina and using the North Carolina criminal justice system to further their unlicensed and unlawful debt collection.

CAUSES OF ACTION

63. The State realleges and incorporates herein the allegations of paragraphs 1 through 62 above.

COUNT ONE

VIOLATIONS OF N.C. GEN. STAT. §§58-70-95 THROUGH 58-70-115, PROHIBITED PRACTICES BY COLLECTION AGENCIES ENGAGED IN THE COLLECTION OF DEBTS FROM CONSUMERS

64. Under N.C. Gen. Stat. § 58-70-1, no person, firm, corporation, or association is permitted to operate a collection agency or do a collection agency business without obtaining a permit from the North Carolina Commissioner of Insurance. Operating a collection agency without a permit is a felony. Defendants do not have a permit from the Department of Insurance to collect debt in the State of North Carolina.

65. A "Collection agency" is defined by statute as "a person directly or indirectly engaged in soliciting, from more than one person delinquent claims of any kind owed or due or asserted to be owed or due the solicited person and all persons directly or indirectly engaged in the asserting, enforcing or prosecuting of those claims." § 58-70-15(a). Included in the definition of a collection agency is a debt buyer. § 58-70-15(b)(4). North Carolina law

defines the term 'debt buyer' to mean "a person or entity that is engaged in the business of purchasing delinquent or charged-off consumer loans or consumer credit accounts, or other delinquent consumer debt for collection purposes, whether it collects the debt itself or hires a third party for collection or an attorney-at-law for litigation in order to collect such debt." N.C. Gen. Stat. § 58-70-15(b)(4). Defendants are debt buyers or acting as debt buyers.

66. Defendants each meet the definition of a collection agency under N.C. Gen. Stat. §58-70-15 and therefore are subject to prohibitions outlined below.

67. Defendants' have violated North Carolina's Prohibited Practices By Collection Agencies Engaged In The Collection Of Debts From Consumers in the following ways:

- a. using threats and coercion in attempting to collect purported consumer debts by falsely accusing and threatening to accuse consumers of crimes in violation of N.C. Gen. Stat. §58-70-95(2);
- b. using threats and coercion in attempting to collect purported consumer debts by threatening to make false reports to credit reporting agencies in violation of N.C. Gen. Stat. §58-70-95(3);
- c. using threats and coercion in attempting to collect purported consumer debts by representing that nonpayment will result in arrest in violation of N.C. Gen. Stat. §58-70-95(5);
- d. using threats and coercion in attempting to collect purported consumer debts threatening to take action not permitted by law in violation of N.C. Gen. Stat. §58-70-95(8);

- e. using harassing, abusive, profane or obscene language in attempting to collect purported consumer debts in violation of N.C. Gen. Stat. § 58-70-100(1);
- f. making unreasonable publication in attempting to collect purported consumer debts by making delivering notices in a public way and unlawfully initiating civil and criminal actions, which result in unreasonable publication, in violation of N.C. Gen. Stat. § 58-70-105(2);
- g. making deceptive representations in attempting to collect purported consumer debts by communicating with consumers in a name other than that of the collection agency or to whom the debt is owed in violation of N.C. Gen. Stat. § 58-70-110(1);
- h. making deceptive representations by failing to disclose in initial written communications with consumers that the communication is from a debt collector attempting to collect a debt, in violation of N.C. Gen. Stat. § 58-70-110(2);
- i. making deceptive representations by falsely representing its status in a legal proceeding in violation of N.C. Gen. Stat. § 58-70-110(4);
- j. making deceptive representations by using written communications which simulate or falsely represents that it is authorized, issued, or approved by a court, an official, or other authorized authority in violation of N.C. Gen. Stat. § 58-70-110(5);
- k. engaging in unfair practices by not providing valid documentation of debts in violation of §58-70-115(5);

- l. engaging in unfair practices by failing to include required documents with civil court filings as required of debt buyers pursuant to N.C. Gen. Stat. §58-70-150, in violation of §58-70-115(7);
- m. engaging in unfair practices in attempting to collect purported consumer debts by pursuing actions outside of the statute of limitations in violation of §58-70-115; and
- n. making false applications or filings for the initiation of criminal charges and misusing the North Carolina criminal justice system in an attempt to unlawfully coerce payments and further conduct its unlawful debt collection activities, a violation of §58-70-115.

COUNT TWO

VIOLATIONS OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT UNDER N.C. GEN. STAT. § 75-1.1

68. Defendants' violations of N.C. Gen Stat. § 58-70-95 through § 58-70-115 constitute unfair and deceptive acts or practices proscribed by N.C. Gen. Stat. § 75-1.1. (N.C. Gen. Stat. § 58-70-130(c)).

69. Defendants' unlawful operation as a collection agency and conducting collection agency business within the State of North Carolina without obtaining collection agency permits from the North Carolina Commissioner of Insurance is also an unfair and deceptive trade practice and against public policy.

70. Defendants' operations in the State of North Carolina without the required certification and registration from the North Carolina Secretary of State is an unfair and deceptive trade practice and against public policy.

COUNTS THREE – FIVE**VIOLATIONS OF THE NORTH CAROLINA BUSINESS CORPORATION ACT, N.C. GEN. STAT. § 55-15-01, THE NORTH CAROLINA LIMITED LIABILITY COMPANY ACT, N.C. GEN. STAT. § 57D-7-01, AND THE NORTH CAROLINA UNIFORM PARTNERSHIP ACT, N.C. GEN. STAT. § 59-91.**

71. Under N.C. Gen. Stat. § 55-15-01, a foreign corporation is not permitted to “transact business in this State until it obtains a certificate of authority from the Secretary of State.” Royal Park Holdings, Inc. does not hold a certificate of authority from the North Carolina Secretary of State.

72. Under N.C. Gen. Stat. § 57D-7-01, a foreign limited liability company, is not permitted to “transact business in this State until it obtains a certificate of authority from the Secretary of State.” Turtle Creek Rentals LLC does not hold a certificate of authority from the North Carolina Secretary of State.

73. Under N.C. Gen. Stat. § 59-91, a foreign limited liability partnership, is not permitted to transact business in this State until it obtains a registration with the North Carolina Secretary of State. Turtle Creek Assets, Ltd. is not registered with the North Carolina Secretary of State as a foreign limited liability partnership.

74. Though the statutes do contain a few exceptions to the requirements, none of those exceptions apply to the business in which TCA, TCR, and Royal Park Holdings, Inc. are engaged.

75. Further, in order to obtain the required permit to conduct or operate a collection agency or do collection agency business in North Carolina, a foreign corporation, later defined to mean “a company incorporated or organized under the laws . . . of any jurisdiction within the United States other than this State,” must submit “a copy of the

certificate of authority or registration to transact business in [North Carolina] issued by the North Carolina Secretary of State.” N.C. Gen. Stat. §§ 58-70-5(a)(2)d and (q)(2). As such, a certificate of authority or registration is required for Royal Park Holdings, Inc., TCA and TCR to do debt collection activities in North Carolina.

76. The Business Corporation Act, the North Carolina Limited Liability Company Act, and the North Carolina Uniform Partnership Act each prescribe fees and penalties for transacting business in this State without a registration or certificate of authority. (*See* N.C. Gen. Stat. §§ 55-15-02, 57D-7-02, 59-92) The Attorney General is permitted to bring an action to recover all amounts that an unregistered and uncertified foreign entity should have paid, which includes all fees and taxes, as well as a civil penalty of \$10.00 for each day (not to exceed \$1,000 for each year) that each entity transacts business in this State without a certificate of authority. N.C. Gen. Stat. § 55-15-02(d), 57D-7-02(b), 59-92(d). Further, N.C. Gen. Stat. §§ 57D-7-22 and 59-94, authorize the Attorney General to bring actions to restrain entities violating the Articles relating to foreign LLCs and partnerships.

77. Since at least, 2018, Royal Park Holdings, Inc., a Texas entity, has engaged in business in this State without first obtaining a certificate of authority from the North Carolina Secretary of State, a violation of N.C. Gen. Stat. §55-15-01(a).

78. Since at least, 2018, Turtle Creek Rentals LLC, a Texas entity, has engaged in business in this State without first obtaining a certificate of authority from the North Carolina Secretary of State, a violation of N.C. Gen. Stat. §57D-7-01(a).

79. Since at least, 2018, Turtle Creek Assets, Ltd., a Texas entity, has been transacting business in this State without first obtaining and maintaining a foreign registration with the North Carolina Secretary of State, a violation of N.C. Gen. Stat. §59-91.

REQUEST FOR TEMPORARY RESTRAINING ORDER

As shown by this Complaint and the attached affidavits and exhibits, Defendants have continued to engage in repeated and continuous collection activities in North Carolina without possessing a permit as a collection agency from the North Carolina Department of Insurance and in violation of North Carolina's debt collection laws. The State therefore seeks a Temporary Restraining Order against Defendants pursuant to N.C. Gen. Stat. § 75-14 and under the Court's traditional equitable powers, so that additional illegal activities and further harm to the public might be prevented.

PRAYER FOR RELIEF

WHEREFORE, the State respectfully requests the following relief:

1. That the Court issue a Temporary Restraining Order prohibiting Defendants, and any of their officers, agents, members, employees, successors, assigns and persons acting in concert with it from:
 - a. engaging in debt collection activities without obtaining the appropriate certifications and registration from the North Carolina Secretary of State and the required permit(s) from the North Carolina Department of Insurance;
 - b. engaging in any 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 outlined in N.C. Gen. Stat. §§ 58-70-95 through 58-70-115;
 - c. creating or operating any entities to participate in the conduct prohibited in sections (a) and (b) above;

- d. destroying, transferring, concealing, altering or removing from the possession and control of any Defendant, its officers, agents, members, employees, successors, assigns and persons acting in concert with it any financial and business records, including, but not limited to: bank records, consumer/debtor records and correspondence, including emails, letters, and telephone logs, court communications, including any communications with court officials (magistrates and judges) or any members of any district attorney's office, or any other law enforcement agency; and
- e. seeking criminal summonses in North Carolina.

2. That within ten (10) days of the entry of the Temporary Restraining Order, Defendants are to provide the Plaintiff with a complete list of all North Carolina consumers it has collected or attempted to collect from, including those not related to Aaron's, Inc. Said list is to be in at least 12 point font and contain, at a minimum, each consumer's name, full mailing address, phone number, email address, date of first and most recent contact, all amounts collected from each consumer, any legal action, whether civil or criminal, including cases where a Defendant is a complainant in a criminal case, and including cases that are pending or have been closed, completed, withdrawn or in any other way terminated. The listed information for all court cases shall include: consumer's name, county where filed, date filed, docket number, and case status;

3. A hearing to be conducted within 10 days to determine whether the terms and conditions of the aforesaid Temporary Restraining Order, or reasonable modifications

thereof, should not be continued in the form of a Preliminary Injunction, pursuant to N.C. Gen. Stat. § 75-14 and Rule 65 of the North Carolina Rules of Civil Procedure;

4. Upon final resolution or adjudication of this cause, that a Permanent Injunction pursuant to N.C. Gen. Stat. § 75-14 and the Court's inherent equitable powers be issued enjoining Defendants from:

- a. transacting business within the State of North Carolina without each first obtaining certificates of authority and/or registrations to transact business from the N.C. Secretary of State;
- b. acting as a "collection agency" or doing collection agency business until such time as Defendants obtain a valid collection agency permit(s) from the North Carolina Department of Insurance;
- c. engaging in any 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 outlined in N.C. Gen. Stat. §§ 58-70-95 through 58-70-115; and
- d. creating or operating any entities to participate in the conduct prohibited in sections (a) and (c) above.

5. A finding that by the acts alleged herein, Defendants violated N.C. Gen. Stat. §§ 58-70-95 through 58-70-115 and engaged in unfair and deceptive acts and practices in the course of engaging in the trade or commerce of a collection agency, in violation of N.C. Gen. Stat. § 75-1.1;

6. That Defendants be required to pay civil penalties to the State in the amount of \$4,000.00 per violation of the Unfair and Deceptive Trade Practices Act, pursuant to N.C. Gen. Stat. §§ 58-70-130(c), 75-15.2;

7. An order under N.C. Gen. Stat. §§ 55-15-02(d), 57D-7-02(b), and 59-92(d) directing each entity-Defendant to pay all fees and taxes, as well as civil penalties, for each day that each Defendant-entity transacted business in North Carolina without a certificate of authority or registration;

8. An order under N.C. Gen. Stat. § 75-15.1 directing Defendants to restore all moneys and properties achieved in whole or in part through the unlawful debt collection and unfair and deceptive acts or practices complained of herein;

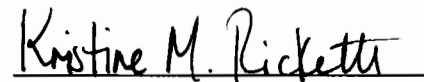
9. An order directing Defendants to notify all credit reporting agencies to which they have reported to remove any credit reporting or other credit information regarding North Carolina consumers;

10. That costs and reasonable attorney's fees be awarded to the Attorney General pursuant to N.C. Gen. Stat. § 75-16.1; and

11. That the Court award such other and further relief as may be just and proper.

Respectfully submitted this 10th day of July 2019.

JOSH STEIN
Attorney General



Kristine M. Ricketts
Assistant Attorney General
Financial Fraud Section
Consumer Protection Division
N.C. Department of Justice
P.O. Box 629
Raleigh, NC 27602
NC Bar. No. 46914
Phone: 919.716.6000
Fax: 919.716.6050
kricketts@ncdoj.gov

CERTIFICATE OF SERVICE

I hereby certify that on this date I served the foregoing COMPLAINT and MOTION FOR TEMPORARY RESTRAINING ORDER upon the Defendants by depositing copies of the same in the U.S. Mail, first class postage prepaid, addressed to:

Turtle Creek Assets, Ltd.
Gordon Engle, Registered Agent
5531 Spring Valley Road
Dallas, Texas 75254

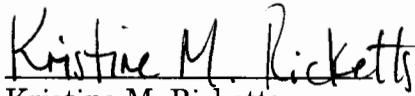
Turtle Creek Rentals LLC
Thomas C. Self, Registered Agent
5331 Spring Valley Road
Dallas, Texas 75254

Royal Park Holdings, Inc.
Gordon Engle, Registered Agent
5331 Spring Valley Road
Dallas, Texas 75254

Gordon Scott Engle
16424 Green Dolphin Lane
Cornelius, North Carolina 28031

and *via* email to Gordon Engle at gordon@forwardproperties.net. Gordon Engle is the President and CEO of Turtle Creek Assets, Ltd, the Manager of Turtle Creek Rentals LLC, and the President of Royal Park Holdings, Inc.

This the 10th day of July, 2019.


Kristine M. Ricketts
Assistant Attorney General

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF MICHAEL A. RAMAIKAS

I, Michael A. Ramaikas, being first duly sworn, state as follows:

1. I am a resident of Johnston County, North Carolina, and I have personal knowledge of the facts set forth in this affidavit.

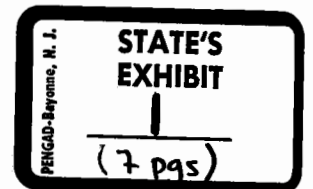
2. I am currently an Investigator with the North Carolina Office of Attorney General in the Consumer Protection Division. I have been in this position for approximately nine (9) years and was previously employed as a Fraud Investigator in the telecommunications industry for over fifteen (15) years.

3. In my position as an Investigator, I regularly investigate, or assist in the investigation of alleged illegal debt collection and unfair or deceptive practices of businesses or individuals who are suspected of operating in violation of North Carolina law.

4. I was assigned to participate in an investigation into Turtle Creek Assets, Ltd. ("TCA"), a debt buyer and debt collection company who is collecting and attempting to collect debt from prior customers of Aaron's Inc. (Aaron's) in the State of North Carolina.

5. Aaron's operates stores throughout the country, including in North Carolina, wherein they sell household appliances, furniture, and electronics to consumers on a rent-to-own basis.

6. Through my investigation, I have learned that with the exception of a small number of in-store purchases, all purchases at Aaron's are done with a written contract and are on a rent-to-own basis.



7. Through my investigation, I have discovered that between 2012 and 2018, through a series of contracts and amendments, TCA, by and through its general partner, Forward Properties, Inc., purchased charged-off debt from Aarons.

8. I have reviewed the contracts and amendments; they were all signed by Gordon Engle as president and/or CEO.

9. The last amendment I reviewed was signed by Gordon Engle as CEO for the buyer, Turtle Creek Assets, Ltd.

10. I am aware of consumer complaints filed with the North Carolina Department of Justice and the Better Business Bureau against TCA.

11. Consumers report that TCA contacts them with a letter/notice seeking to collect on old accounts they previously had with Aaron's. The undated letter/notice states that the failure to return leased merchandise is a criminal offense and penalties include jail time. Consumers are instructed to return the leased merchandise to an Aaron's store or call a toll-free phone number within 48-hours to avoid criminal charges. Consumers reported receiving the letters/notices via mail, hand delivery and finding them left at their residence.

12. As part of the complaint review process, copies of the NCDOJ complaints were mailed to TCA seeking its response.

13. TCA's responses were received from Gordon Engle who represented himself to be TCA's President and CEO. His email signature block also included the name of TCA's general partner, Forward Properties International, Inc.

14. Prior to emailing its initial response to NCDOJ, Gordon Engle telephoned me and spoke about his intended response to the complaints. He explained that TCA had bought Aaron's debt and that TCA was collecting on the debt using several methods, including sending 48-hour notices and having criminal charges brought against those who do not return the

property they obtained from Aaron's or pay the debt. His emailed responses to consumer complaints were consistent with his statement.

15. His emails contained copies of the 48-hour notices discussed in consumers' complaints. The notices contain some ordinary text and some sections written in large, all caps, and sometimes red letters. They also contain references to North Carolina criminal statute 14-167 and state that the notice is a "statutory notice."

16. The notice TCA sent to consumer Tammy Thacker contained a section of small print at the bottom of the notice. A true and correct enlarged copy of that small print is attached hereto as Ex. A.

17. Through my investigation, I have discovered TCA operates using different alias and/or name variations.

18. The list of entities I have encountered during my investigation include:

- i. Turtle Creek Assets, Ltd.
- ii. Turtle Creek Assets, LLC
- iii. Turtle Creek Assets LLC (Aaron's Sales and Lease)
- iv. Turtle Creek Assets
- v. Turtle Creek Rentals
- vi. Turtle Creek Rentals LLC
- vii. TCA Rentals, LLC
- viii. TCA Rentals
- ix. Forward Properties International, Inc.

19. I reviewed the website for the North Carolina Secretary of State and none of the above entities are registered in the State of North Carolina.

20. Several of the entities are registered in the State of Texas; these include:

- i. Turtle Creek Assets, Ltd.
- ii. Turtle Creek Rentals LLC
- iii. Forward Properties International, Inc.

21. Turtle Creek Assets, Ltd. was formed and first filed with the Texas Secretary of State on July 1, 2004.

22. Turtle Creek Rentals LLC was formed and first filed with the Texas Secretary of State on March 6, 2019 and its only Manager listed is Gordon Engle of 16424 Green Dolphin Lane, Cornelius, NC, USA, 28031.

23. According to filings with the Texas Secretary of State, Forward Properties International, Inc. is an assumed name of Royal Park Holdings, Inc. and Gordon Engle is the President of Royal Park Holdings, Inc.

24. I searched the North Carolina Secretary of State's online database; I did not find any foreign registrations or certificates of authority for the above Texas entities.

25. As part of my investigation, I have become aware that Gordon Engle has a North Carolina driver's license that lists his address as 16424 Green Dolphin Lane in Cornelius, North Carolina, 28031. I am also aware that that address was used on the April 18, 2019 application for PO Box #250 at the Cornelius, North Carolina Post Office located at 20311 Chartwell Center Drive.

26. Based on my review of consumer complaints and other court documents, TCA has been debt collecting and attempting to debt collect in North Carolina since at least 2018.

27. I have also discovered that Turtle Creek Rentals LLC (TCR) has been debt collecting and attempting to debt collect in North Carolina since at least 2018; TCR uses the same methods and tactics as TCA.

28. The letter/notices TCA and TCR send to consumers carry a variety of entity names and addresses, including:

- a. Turtle Creek Assets, 5331 Spring Valley Road, Dallas, TX 75245;
- b. Turtle Creek Assets, LLC, 19825 N. Cove Road, Cornelius, NC 28031;
- c. Turtle Creek Assets, LLC, 20311 Chartwell Center Dr. Suite #250, Cornelius, NC 28031; and
- d. TCA Rentals, LLC, 20311 Chartwell Center Dr. Suite #250, Cornelius, NC 28031.

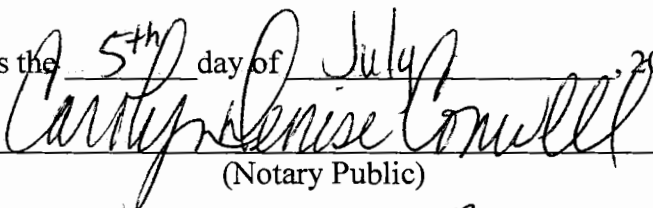
29. Some notices/letters have unsigned criminal summonses attached; other than the lack of a signature, the summonses appear like those officially issued by the State of North Carolina.

30. Through my investigation, I have also discovered that TCR has filed civil suits against several Aaron's consumers. I have reviewed a couple of those filings and note that they failed to include a copy of the consumer's contract evidencing the debt or any assignment showing that TCR was the owner of the debt.

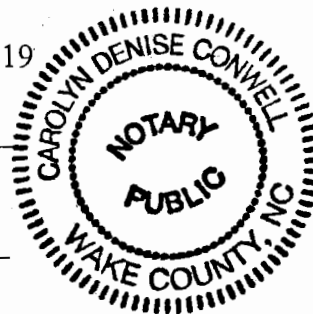
31. As part of my investigation, I also reviewed a website at www.turtlecreekassets.com/turtle-creek-assets-llc. The website states it is "Turtle Creek Assets LLC Forward Properties International, Inc.," references the letters sent to consumers about their "Aaron's Rent to Own account from Turtle Creek Assets LLC," encourages the consumer not to wait and to IMMEDIATELY call a toll-free number, states "This is NOT a scam," and contains links to other pages about criminal prosecution for the failure to return rental property, including a specific link to "thousands of criminal complaints that have already been filed by Aaron's Rent to Own in North Carolina." A true and correct copy of the website landing page is attached hereto as Ex. B.


Michael A. Ramaikas
Date 7/5/2019

Sworn to and subscribed before me

This the 5th day of July, 2019

(Notary Public)

My Commission Expires: 12-7-2021





Intent to avoid payment is presumed if: (4) the actor failed to return the property held under a rental agreement; (4) within five days after receiving notice demanding return, if the property is valued at less than \$ 1,500; or (B) three days after receiving notice demanding return, if the property is valued at \$ 1,500 or more. (c) For purposes of Subsections (a)(4), (b)(2), and (b)(4), notice shall be notice in writing, sent by registered or certified mail.



TURTLE CREEK ASSETS

A Recognized Leader In Accounts Receivable Management & Debt Collection For Over Twenty Years

MAY 15, 2019 BY ADMIN

Turtle Creek Assets LLC

A Recognized Leader In Accounts Receivable Management & Debt Collection For Over Twenty Years

Turtle Creek Assets LLC (Forward Properties International, Inc.) headquartered in Dallas, Texas is a recognized leader in the global receivables trading and debt collection industry for over twenty years.

If you have received a certified letter regarding your Aaron's Rent to Own account from Turtle Creek Assets LLC, please call the following number IMMEDIATELY to resolve your account status and avoid a possible criminal complaint being filed:

1-888-427-0997

Failure to return rental property is a crime and criminal complaints are actively being filed by Turtle Creek Assets throughout the country. [Click here to view the thousands of criminal complaints that have already been filed by Aaron's: Rent to Own in North Carolina.](#)

This is NOT a scam. This is a serious and legitimate matter. Do not wait to call. We will make every effort to resolve your account status, but once a complaint has been filed we may not be able to offer a solution.

Read more articles here:

[HOW RENTING FURNITURE IN TEXAS CAN LAND YOU IN JAIL](#)

[PENNSYLVANIA PROSECUTORS PURSUE CHARGES FOR PEOPLE WHO FALL BEHIND ON RENT-TO-OWN PAYMENTS](#)

[WOMEN UPSET AFTER THEY SAID AARON'S HAD THEM ARRESTED](#)

[POLICE OBTAIN A WARRANT FOR LOCAL MAN ON THEFT CHARGES](#)

Turtle Creek Assets, Ltd

5331 Spring Valley Road

Dallas, Texas 75254

Phone: 1-888-427-0997

Email: info@forwardproperties.net

TURTLE CREEK ASSETS AARONS, TURTLE CREEK ASSETS DEBT COLLECTION, TURTLE CREEK ASSETS LETTER, TURTLE CREEK ASSETS NORTH CAROLINA

JUL 01 2004

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
TURTLE CREEK ASSETS, LTD.**

Corporations Section

This Certificate of Limited Partnership ("Certificate") is being executed effective as of the 1st day of July, 2004, for the purpose of forming a limited partnership pursuant to the Texas Revised Limited Partnership Act, Article 6132a-1, Texas Revised Civil Statutes (the "Texas Act").

NOW, THEREFORE, the undersigned hereby certifies as follows:

1. **Name.** The name of the limited partnership is Turtle Creek Assets, Ltd. (the "Partnership").

2. **Registered Office and Registered Agent.** The address of the registered office of the Partnership required to be maintained under Section 1.06 of the Texas Act is 3811 Turtle Creek Blvd., Suite 1010, Dallas, Texas 75219; the name and address of the registered agent in the State of Texas for service of process on the Partnership required to be maintained under Section 1.06 of the Texas Act are Gordon Engle, 3811 Turtle Creek Blvd., Suite 1010, Dallas, Texas 75219.

3. **Principal Office; Location of Records.** The address of the principal office of the Partnership in the United States where records are to be kept or made available under Section 1.07 of the Texas Act is 3811 Turtle Creek Blvd., Suite 1010, Dallas, Texas 75219.

4. **Name and Addresses of the General Partner.** The name, mailing address and street address of the General Partner of the Partnership are Royal Park Holdings, Inc., 3811 Turtle Creek Blvd., Suite 1010, Dallas, Texas 75219. The mailing address and the street address for the General Partner are the same.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate as of the day and year first above written.

ROYAL PARK HOLDINGS, INC., a Texas
Corporation

By: _____

Gordon Engle, President

TCA002NCERT.LP

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



Filed in the Office of the
Secretary of State of Texas
Filing #: 803256953 03/06/2019
Document #: 872649140006
Image Generated Electronically
for Web Filing

**Certificate of Formation
Limited Liability Company**

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Turtle Creek Rentals LLC

Article 2 - Registered Agent and Registered Office

A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

Thomas C Self

C. The business address of the registered agent and the registered office address is:

Street Address:

5331 Spring Valley Rd Dallas TX 75254

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

Article 3 - Governing Authority

A. The limited liability company is to be managed by managers.

OR

B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **Gordon Engle**

Title: **Manager**

Address: **16424 Green Dolphin Lane Cornelius NC, USA 28031**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Thomas C. Self 5331 Spring Valley Rd, Dallas, Texas 75254

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Thomas C. Self

Signature of Organizer

FILING OFFICE COPY

ARTICLES OF INCORPORATION
OF
ROYAL PARK HOLDINGS, INC.

FILED
In the Office of the
Secretary of State of Texas

JUN 17 2004

Corporations Section

I, the undersigned natural person of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

The name of the corporation is Royal Park Holdings, Inc.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose for which the corporation is organized is to transact any or all lawful business for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE IV

The aggregate number of shares which the corporation shall have authority to issue is One Thousand (1,000) shares of common stock, having a par value of One Dollar (\$1.00) per share.

ARTICLE V

The corporation will not commence business until it has received for the issuance of its shares consideration of the value of One Thousand Dollars (\$1,000.00), consisting of money,



labor done, or property actually received.

ARTICLE VI

Except as may be otherwise provided by law, including but not limited to, Article 2.41 of the Texas Business Corporation Act, as amended, no contract, act or transaction of the corporation with any person or persons, firm, trust or association, or any other corporation shall be affected or invalidated by the fact that any director, officer or shareholder of this corporation is a party to, or is interested in, such contract, act or transaction, or in any way connected with any such person or persons, firm, trust or association, or is a director, officer or shareholder of, or otherwise interested in, any such other corporation, nor shall any duty to pay damages on account to this corporation be imposed upon such director, officer or shareholder of this corporation solely by reason of such fact, regardless of whether the vote, action or presence of any such director, officer or shareholder may be, or may have been, necessary to obligate this corporation on, or in connection with, such contract, act or transaction, provided that if such vote, action or presence is, or shall have been, necessary, such interest or connection (other than an interest as a non-controlling shareholder of any such other corporation) be known or disclosed to the Board of Directors of this corporation.

ARTICLE VII

To the extent permitted by law, including but not limited to Article 2.02-1 of the Texas Business Corporation Act, as amended, each director and officer or former director or officer or any person who has served at the request of this corporation as a director or officer of another corporation in which this corporation owns shares of capital stock or of which this

corporation is a creditor (and their heirs, executors and administrators) may be indemnified by the corporation against reasonable costs and expenses incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been such director or officer. The foregoing rights and indemnification shall not be exclusive of any other rights to which the officers and directors may be entitled according to law.

ARTICLE VIII

The right to accumulate votes in the election of directors and/or cumulative voting by any shareholder is hereby expressly denied.

ARTICLE IX

No shareholder of this corporation shall, by reason of his holding shares of any class of stock of this corporation, have any preemptive or preferential right to purchase or subscribe for any shares of any class of stock of this corporation, now or hereafter to be authorized, or any notes, debentures, bonds or other securities convertible into or carrying options, warrants or rights to purchase shares of any class, now or hereafter to be authorized, whether or not the issuance of any such shares or such notes, debentures, bonds or other securities would adversely affect the dividend or voting rights of any such shareholder, other than such rights, if any, as the Board of Directors, at its discretion, from time to time may grant, and at such price as the Board of Directors at its discretion may fix; and the Board of Directors may issue shares of any class of stock of this corporation or any notes, debentures, bonds or other securities convertible into or carrying options, warrants or rights to purchase shares of any class without offering any such shares of any class of stock or such notes, debentures, bonds or

other securities, either in whole or in part, to the existing shareholders of any class.

ARTICLE X

The address of its initial registered office is 3811 Turtle Creek Blvd., Suite 1010, Dallas, Texas 75219 and the name of its initial registered agent at such address is Gordon Engle.

ARTICLE XI

The initial Board of Directors shall consist of one (1) director; however, thereafter, the number of directors constituting the Board of Directors shall be fixed in the manner provided in the bylaws of the corporation. The name and address of the person who is to serve as the director of the corporation until the first annual meeting of the shareholders or until his successor is elected and qualified is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Gordon Engle	3811 Turtle Creek Blvd., Suite 1010 Dallas, Texas 75219

ARTICLE XII

The name and address of the incorporator is as follows:

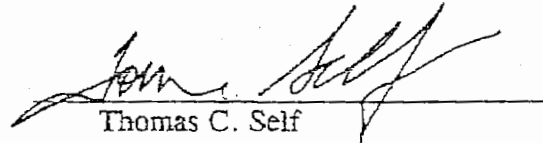
<u>NAME</u>	<u>ADDRESS</u>
Thomas C. Self	Thomas & Self, P.C. 5339 Spring Valley Road Dallas, Texas 75240-3009

ARTICLE XIII

To the fullest extent not prohibited by law, no director of the corporation shall be personally liable to the corporation or any of its shareholders for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate

or limit the liability of a director for: (1) a breach of a director's duty of loyalty to the corporation or its shareholders; (2) an act or omission not in good faith or that involved intentional misconduct or a knowing violation of the law; (3) a transaction from which a director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; (4) an act or omission for which the liability of a director is expressly provided for by statute; or (5) an act related to an unlawful stock repurchase or payment of a dividend.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 17th day of June, 2004.


Thomas C. Self



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697
(Form 503)

Filed in the Office of the
Secretary of State of Texas
Filing #: 800354729 4/12/2018
Document #: 806875810002
Image Generated Electronically
for Web Filing

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The assumed name under which the business or professional service is or is to be conducted or rendered is:

Forward Properties International, Inc.

2. The name of the entity as stated in its certificate of formation, application for registration, or comparable document is:

Royal Park Holdings, Inc.

3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS** and the address of its registered or similar office in that jurisdiction is:
5331 Spring Valley Road, Dallas, TX, USA 75254

4. The period, not to exceed 10 years, during which the assumed name will be used is : **10 year(s)**

5. The entity is a : **Domestic For-Profit Corporation**

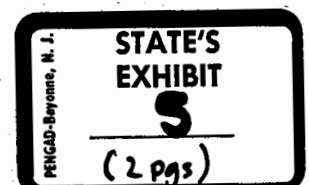
6. The entity's principal office address is:
5331 Spring Valley Road, Dallas, TX, USA 75254

7. The entity is not organized under the laws of Texas and is not required by law to maintain a registered agent and registered office in Texas. Its office address outside the state is:

8. The county or counties where business or professional services are being or are to be conducted or rendered under such assumed name are:

ALL COUNTIES

9. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.



Royal Park Holdings, Inc.

Name of the entity

By: Gordon Engle

Signature of officer, general partner, manager,
representative or attorney-in-fact of the entity

FILING OFFICE COPY



05-102
(Rev. 9-15/33)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC), Limited Partnerships (LP), Professional Associations (PA) and Financial Institutions

Tcode 13196 Franchise

Taxpayer number

Report year

[Redacted Taxpayer Number]

2 0 1 7

You have certain rights under Chapter 552 and 559, Government Code, to review, request and correct information we have on file about you. Contact us at 1-800-252-1381.

Taxpayer name ROYAL PARK HOLDING			<input type="checkbox"/> Blacken circle if the mailing address has changed.		
Mailing address 5343 SPRING VALLEY ROAD STE 1100					Secretary of State (SOS) file number or Comptroller file number
City DALLAS	State TX	ZIP code plus 4 75254			

Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 5343 SPRING VALLEY ROAD STE 1100, DALLAS, TX, 75254
Principal place of business 5343 SPRING VALLEY ROAD STE 1100, DALLAS, TX, 75254



100000000015

You must report officer, director, member, general partner and manager information as of the date you complete this report.

Please sign below! This report must be signed to satisfy franchise tax requirements.

SECTION A Name, title and mailing address of each officer, director, member, general partner or manager.

Name GORDON ENGLE	Title	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 5343 SPRING VALLEY ROAD	City DALLAS	State TX	ZIP Code 75254
Name	Title	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code
Name	Title	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code

SECTION B Enter information for each corporation, LLC, LP, PA or financial institution, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation, LLC, LP, PA or financial institution	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation, LLC, LP, PA or financial institution	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter information for each corporation, LLC, LP, PA or financial institution, if any, that owns an interest of 10 percent or more in this entity.

Name of owned (parent) corporation, LLC, LP, PA or financial institution	State of formation	Texas SOS file number, if any	Percentage of ownership
--------------------------------------------------------------------------	--------------------	-------------------------------	-------------------------

Registered agent and registered office currently on file (see instructions if you need to make changes) Agent: GORDON ENGLE	You must make a filing with the Secretary of State to change registered agent, registered office or general partner information.
---------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

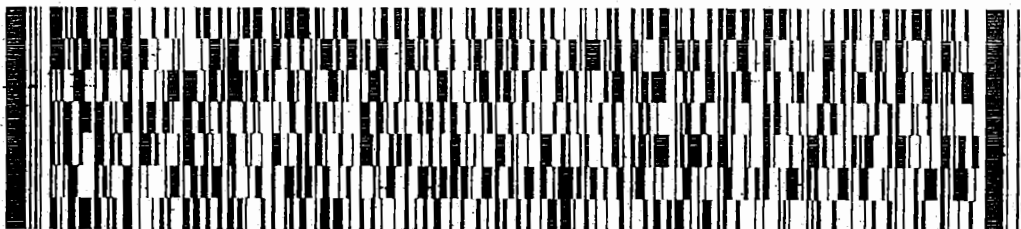
Office: 5343 SPRING VALLEY	City DALLAS	State TX	ZIP Code 75254
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The information on this form is required by Section 171.203 of the Tax Code for each corporation, LLC, LP, PA or financial institution that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director, member, general partner or manager and who is not currently employed by this or a related corporation, LLC, LP, PA or financial institution.

sign here GORDON ENGLE	Title PRES	Date 03/06/2017	Area code and phone number (972) 381 - 1272
----------------------------------	----------------------	---------------------------	---------------------------------------------------------

Texas Comptroller Official Use Only



VE/DE <input type="checkbox"/>	PIR IND <input type="checkbox"/>
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STATE'S EXHIBIT
6



Company Search Look-up

Report Date: June 20, 2019

Selected Criteria	
Company Name = TCA	Old Company Name = None
NAIC Number= None	NAIC Group Number = None
Company Type = COLLECTION AGENCY	Company Status = All
Company LOB =	

Look-Up Results
THERE ARE NO RECORDS WHICH MATCH THE CRITERIA ABOVE.

[Back](#)

STATE'S
 EXHIBIT
 7
 (4 pgs)

SBS Web Site | SBS Online Services | NAIC Services | NIPR Services | Help



The banner features the SBS logo on the left, the text "License Services" in the center, and the NCDI logo on the right. Below the SBS logo is the NAIC logo and the text "National Association of Insurance Commissioners". Below the "License Services" text is "North Carolina Department of Insurance".

Company Search Look-up

Report Date: June 20, 2019

Selected Criteria	
Company Name = Turtle Creek	Old Company Name = None
NAIC Number= None	NAIC Group Number = None
Company Type = COLLECTION AGENCY	Company Status = All
Company LOB =	

Look-Up Results
THERE ARE NO RECORDS WHICH MATCH THE CRITERIA ABOVE.

[Back](#)



Company Search Look-up

Report Date: June 20, 2019

Selected Criteria	
Company Name = Royal Park Holdings	Old Company Name = None
NAIC Number= None	NAIC Group Number = None
Company Type = COLLECTION AGENCY	Company Status = All
Company LOB =	

Look-Up Results
THERE ARE NO RECORDS WHICH MATCH THE CRITERIA ABOVE.

[Back](#)



Company Search Look-up

Report Date: June 20, 2019

Selected Criteria	
Company Name = forward properties	Old Company Name = None
NAIC Number = None	NAIC Group Number = None
Company Type = COLLECTION AGENCY	Company Status = All
Company LOB =	

Look-Up Results

THERE ARE NO RECORDS WHICH MATCH THE CRITERIA ABOVE.

Back

Form 401

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



Statement of Change of
Registered Office/Agent

Filed in the Office of the
Secretary of State of Texas
Filing #: 800354729 04/10/2018
Document #: 806312590003
Image Generated Electronically
for Web Filing

Filing Fee: See Instructions

Entity Information

The name of the entity is :

Royal Park Holdings, Inc.

The file number issued to the entity by the secretary of state is: **800354729**

The registered agent and registered office of the entity as currently shown on the records of the secretary of state are:

Gordon Engle

5343 Spring Valley Road, Dallas, TX, USA 75254

Change to Registered Agent/Registered Office

The following changes are made to the registered agent and/or office information of the named entity:

Registered Agent Change

A. The new registered agent is an organization by the name of:

OR

B. The new registered agent is an individual resident of the state whose name is:

Registered Office Change

C. The business address of the registered agent and the registered office address is changed to:

5331 Spring Valley Road, Dallas, TX, USA 75254

The street address of the registered office as stated in this instrument is the same as the registered agent's business address.

Consent of Registered Agent

A. A copy of the consent of registered agent is attached.

B. The consent of the registered agent is maintained by the entity.

Statement of Approval

The change specified in this statement has been authorized by the entity in the manner required by the BOC or in the manner required by the law governing the filing entity, as applicable.

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: **April 10, 2018**

Gordon Engle

Signature of authorized person(s)



Application for Delivery of Mail Through Agent

See Privacy Act Statement on Reverse

#154

I. DATE 04/02/2013

In consideration of delivery of my or our (firm) mail to the agent named below, the addressee and agent agree: (1) the addressee or the agent must not file a change of address order with the Postal Service upon termination of the agency relationship; (2) the transfer of mail to another address is the responsibility of the addressee and the agent; (3) all mail delivered to the agency under this authorization must be prepaid with new postage when redeposited in the mails; (4) upon request the agent must provide to the Postal Service all addresses to which the agency transfers mail; and (5) when any information required on this form changes or becomes obsolete, the addressee(s) must file a revised application with the Commercial Mail Receiving Agency (CMRA).

NOTE: The applicant must execute this form in duplicate in the presence of the agent, his or her authorized employee, or notary public. The agent provides the original completed signed Form 1583 to the Postal Service and retains a duplicate completed signed copy at the CMRA business location. The CMRA copy of PS Form 1583 must at all times be available for examination by the postmaster (or designee) and the Postal Inspection Service. The addressee and the agent agree to comply with all applicable postal rules and regulations relative to delivery of mail through an agent. Failure to comply will subject the agency to withholding of mail from delivery until corrective action is taken.

This application may be subject to verification procedures by the Postal Service to confirm that the applicant resides or conducts business at the home or business listed in boxes 7 or 10, and that the identification listed in box 8 is valid.

<p>2. Name in Which Applicant's Mail Will Be Received for Delivery to Agent. <i>(Complete a separate Form 1583 for EACH applicant. Spouses may complete and sign one Form 1583. Two items of valid identification apply to each spouse. Include dissimilar information for either spouse in appropriate box.)</i></p> <p>Engle, Gordon</p>	<p>3a. Address to Be Used for Delivery Including ZIP +4</p> <p>Engle, Gordon 19825 N Cove Rd Ste B PMB 154</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">3b. City</td> <td style="width:10%;">3c. State</td> <td style="width:20%;">3d. ZIP +4</td> </tr> <tr> <td>Cornelius</td> <td>NC</td> <td>28031</td> </tr> </table>	3b. City	3c. State	3d. ZIP +4	Cornelius	NC	28031
3b. City	3c. State	3d. ZIP +4					
Cornelius	NC	28031					
<p>4. Applicant Authorizes Delivery to and in care of</p> <p>a. Name PostNet NC108</p> <p>b. Address (No., street, apt./ste. no.) 19825 N Cove Rd Ste B</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">c. City</td> <td style="width:15%;">d. State</td> <td style="width:25%;">e. ZIP +4</td> </tr> <tr> <td>Cornelius</td> <td>NC</td> <td>28031</td> </tr> </table>	c. City	d. State	e. ZIP +4	Cornelius	NC	28031	<p>5. This Authorization Is Extended to Include Restricted Delivery Mail for the Undersigned(s)</p>
c. City	d. State	e. ZIP +4					
Cornelius	NC	28031					
<p>6. Name Of Applicant</p> <p>Engle, Gordon</p>	<p>7a. Applicant Home Address (No., street, apt./ste. no.)</p> <p>16424 Green Dolphin Ln</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:70%;">7b. City</td> <td style="width:10%;">7c. State</td> <td style="width:20%;">7d. ZIP +4</td> </tr> <tr> <td>Cornelius</td> <td>NC</td> <td>28031</td> </tr> </table> <p>7e. Applicant Telephone Number (Use area code)</p> <p>[REDACTED]</p>	7b. City	7c. State	7d. ZIP +4	Cornelius	NC	28031
7b. City	7c. State	7d. ZIP +4					
Cornelius	NC	28031					
<p>8. Two types of identification are required. One must contain a photograph of the addressee(s). Social Security cards, credit cards, and birth certificates are unacceptable as identification. The agent must write in identifying information. Subject to verification.</p> <p>a. DRIVERS LICENSE</p> <p>b. PASSPORT</p> <p>Acceptable identification includes: valid driver's license or state non-driver's identification card; armed forces, government, university or recognized corporate identification card; passport or alien registration card or certificate of naturalization; current lease, mortgage or Deed of Trust; voter or vehicle registration card; or a home or vehicle insurance policy. A photocopy of your identification may be retained by agent for verification.</p>	<p>9. Name of Firm or Corporation</p> <p>Personal Use Only</p> <p>10a. Business Address (No., street, apt./ste. no.)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;">10b. City</td> <td style="width:15%;">10c. State</td> <td style="width:25%;">10d. ZIP +4</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table> <p>10e. Business Telephone Number (Include area code)</p> <p>11. Type of Business</p>	10b. City	10c. State	10d. ZIP +4			
10b. City	10c. State	10d. ZIP +4					
<p>12. If Applicant is a Firm, Name Each Member Whose Mail Is to Be Delivered. <i>(All names listed must have verifiable identification. A guardian must list the names and ages of minors receiving mail at their delivery address.)</i></p> <p>Engle, Gordon</p>	<p>13. If a CORPORATION, Give Names and Addresses of Its Officers</p>						
<p>14. If Business Name of The Address (Corporation or Trade Name) Has Been Registered, Give Name of County and State, and Date of Registration.</p> <p>County and State: _____ Date of Registration: _____</p>	<p>15. Signature of Agent/Notary Public</p> <p><i>[Signature]</i></p>						
<p>16. Signature of Applicant (If firm or corporation, application must be signed by officer. Show Title.)</p> <p><i>[Signature]</i></p>	<p>Warning: The furnishing of false or misleading information on this form or omission of material information may result in criminal sanctions (including fines and imprisonment) and/or civil sanctions (including multiple damages and civil penalties).</p>						



TRACK A PACKAGE

FIND A LOCATION



DESIGN

PRINT

SEND

ETC.

PostNet Cornelius

GET DIRECTIONS

GET A PRINT QUOTE

ONLINE PRINT CENTER

Open until 6:00 PM

19825 N Cove Rd
Cornelius, NC 28031

704.895.4300

704.895.4303

nc108@postnet.com

Mon 9:00 AM - 6:00 PM
Tue 9:00 AM - 6:00 PM
Wed 9:00 AM - 6:00 PM
Thu 9:00 AM - 6:00 PM
Fri 9:00 AM - 6:00 PM
Sat 10:00 AM - 1:00 PM
Sun Closed



STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

AFFIDAVIT OF JENNIFER BATCHELOR

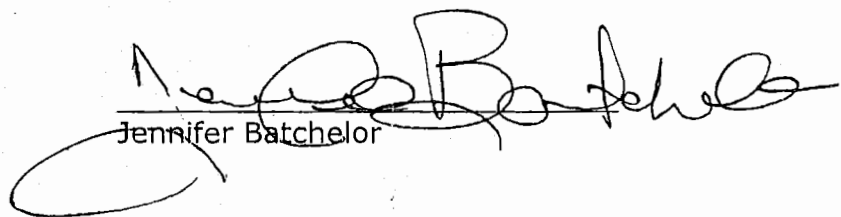
I, Jennifer Batchelor, being first sworn, do depose and say:

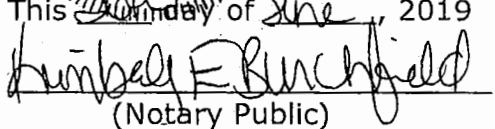
1. I live in Buncombe County, North Carolina. I have personal knowledge of the facts in this affidavit.
2. Prior to 2015, I obtained a washing machine from Aaron's Inc. with a rent-to-own contract.
3. I made the majority of the payments.
4. On Sunday, March 3, 2019, a letter was stuffed into my front door; the letter was not in an envelope and was available for anyone to read.
5. My 9 year old daughter found the letter, read it, and was upset by it because she thought I was going to jail.
6. The letter was from Turtle Creek Assets, listed an address in Texas, a phone number of 1-888-399-1701, and website of www.forwardpropertiesinc.net.
7. The letter informed me that I had 48 hours to return the washing machine to the Aaron's store in Belmont, North Carolina or I would face criminal charges. (A copy of the letter is attached hereto as Exhibit #A)
8. The letter had big bright red lettering and stated that if I was unable to return the washing machine, I was to call 1-888-399-1701 within 48 hours "TO AVOID CRIMINAL CHARGES BEING FILED."



9. The letter also stated that the rental contract date was July 8, 2016. This is not true. I began my rent-to-own contract for the washing machine in 2014 or earlier.
10. The next morning, Monday, I called the number on the letter and spoke to a woman from Turtle Creek.
11. I informed her that I was willing to have the washing machine returned to Aaron's, but was unable to move it myself.
12. The woman stated "we don't want it back - we just want the money."
13. I asked her for proof of how much I owed.
14. She got very nasty and told me I was going to go to jail. She said "we are going to call the deputies and they are going to take you to jail."
15. I have never received any documentation proving what I owed on the purchase.
16. Although I have offered to have the washing machine returned, no one from Aaron's or Turtle Creek has contacted me to make arrangements to get it.




Jennifer Batchelor

Sworn and subscribed before me
This Monday day of June, 2019

(Notary Public)

My Commission expires: 3-12-20

EXHIBIT A (2 PAGES)

Turtle Creek Assets
A Receivables Trading Company

3331 Spring Valley Road
Dallas, Texas 75254
Telephone: 1-888-399-1701
Fax: 214-693-2328
www.forwardproperties.net

Jennifer Batchelor

Asheville, NC

DOB: [REDACTED]

SS#: [REDACTED]

Dear Jennifer Batchelor,

Pursuant to North Carolina laws (NC Gen Stat § 14-167 – Failure to return hired property), **YOU HAVE FORTY-EIGHT (48) HOURS FROM THE RECEIPT OF THIS DEMAND TO RETURN THE LEASED PROPERTY TO THE LESSOR AT THE ADDRESS SPECIFIED IN THE RENTAL CONTRACT OR A CRIMINAL COMPLAINT WILL BE FILED WITH THE PROPER AUTHORITIES FOR CRIMINAL PROSECUTION.**

If you are unable to return the below mentioned merchandise, please call the following number within (forty-eight) 48 hours of the receipt of this letter **TO AVOID CRIMINAL CHARGES BEING FILED (refer to backside):**

1-888-399-1701

Aaron's Store Number:	C1707
Aaron's Store Address:	625 Park St Belmont NC 28012
Rental Contract Date:	07.08.2016
Aaron's Account Number:	C1707-890
ITEMS:	4.1CU.FT. FRONT LOAD STEAM WASHER

This statutory notice is provided pursuant to section 14-167 of the Code of North Carolina. You are hereby notified that you have failed to return that certain personal property leased by you under a written rental contract dated 07.08.2016 wherein Jennifer Batchelor the lessor, to the particular place or at the particular time provided by the said rental contract. Pursuant to North Carolina law, you have forty-eight (48) hours from the receipt of this demand to return the leased property to the lessor at the address specified in the rental contract. Unless the said property is returned to the lessor at the address specified in the rental contract within the time specified above, the lessor may assume that at the time you entered into the said rental contract you intended, knew or expected that you would not perform the terms, covenants and agreements of the lessee thereunder, and that you intended to defraud the lessor. In such case the lessor may turn over the rental contract and all other available information relating to this incident to the proper authorities for criminal prosecution.

A written demand for the return of leased property may be made by personal service in accordance with Rule 4(f) of the North Carolina Rules of Civil Procedure; such demand may also be delivered to a lessee by certified United States mail, directed to lessee at his address shown on the rental contract, and the return receipt shall be created sufficient evidence that the demand was received by the lessee, on the date shown on the receipt.

Turtle Creek Assets
A Receivables Trading Company

5331 Spring Valley Road
Dallas, Texas 75254
Telephone: 1-888-399-1701
Fax: 214-593-2328
www.forwardproperties.net

**NORTH CAROLINA GENERAL STATUTES
CHAPTER 14
CRIMINAL LAW § 14-167
FAILURE TO RETURN HIRED PROPERTY**

Any person who shall rent or hire, any horse, mule or other like animal, or any buggy, wagon, truck, automobile, or other vehicle, aircraft, motor, trailer, appliance, equipment, tool, or other thing of value, and who shall willfully fail to return the same to the possession of the person, firm or corporation from whom such property has been rented or hired at the expiration of the time for which such property has been rented or hired, shall be guilty of a Class 3 misdemeanor

A CLASS 3 MISDEMEANOR CARRIES A MAXIMUM PENALTY OF TWENTY DAYS IN JAIL

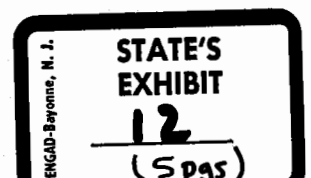
A written demand for the return of leased property may be made by personal service in accordance with Rule 40 of the North Carolina Rules of Civil Procedure. Such demand may also be delivered to a lessee by certified United States mail, directed to lessee at his address shown on the rental contract, and the return receipt shall be deemed sufficient evidence that the demand was received by the lessee, on the date shown on the receipt.

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD


AFFIDAVIT OF JERRY JOHNSON

I, Jerry Johnson, being first sworn, do depose and say:

1. I live in Guilford County, North Carolina. I have personal knowledge of the facts in this affidavit.
2. In 2012 or 2013, I obtained a PlayStation video game system from Aaron's Inc.
3. I made weekly cash payments on the purchase.
4. After about four (4) weeks, the system stopped working correctly, so I returned it to Aaron's.
5. I left the malfunctioning video game system in the Aaron's store.
6. I did not get a replacement and Aaron's confirmed I did not owe them any more payments.
7. In April of 2019, I received a certified notice from Turtle Creek Assets, LLC informing me that I had 48 hours to return the video game system to Aaron's or I would face criminal charges. (A copy of the notice is attached hereto as Exhibit A)
8. The Notice also stated I could call 1.888.399.1701 within 48 hours to avoid criminal charges being filed.

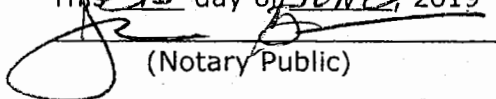


9. In May of 2019, a prospective employer, who had run a background check, informed me that I had a pending criminal charge for failing to return rental property.
10. Later that month, I received a Criminal Summons charging me with "Fall to Return Rental Property" in violation of 14-167 for failing to return the gaming system to Turtle Creek Assets LLC. (A copy of the Summons is attached hereto as Exhibit B)
11. The Summons was issued May 6, 2019 and states that I committed the offense on March 1, 2017.
12. I returned the video game system to Aaron's years before the alleged date of the offense.
13. The Summons ordered me to appear in court on June 6, 2019.



Jerry Johnson

Sworn and subscribed before me
This 25 day of JUNE, 2019



(Notary Public)

My Commission expires: 7-1-2021

JAMES W. GRIFFIN
NOTARY PUBLIC
Guilford County
North Carolina
My Commission Expires _____

Turtle Creek Assets, LLC
A Revolutionary Trading Company

2331 Spring Valley Road
Dallas, Texas 75224
Telephone: 1.800.399.1701
Fax: 214.043.2278
www.turtlecreekassets.net

Jerry Johnson



AARON'S ACCOUNT #: C1201-25000

Dear Jerry Johnson,

Pursuant to North Carolina laws (NC Gen Stat § 14-107 - Failure to return leased property), YOU HAVE FORTY-EIGHT (48) HOURS FROM THE RECEIPT OF THIS DEMAND TO RETURN THE LEASED PROPERTY TO THE LESSOR AT THE ADDRESS SPECIFIED IN THE RENTAL CONTRACT OR A CRIMINAL COMPLAINT WILL BE FILED WITH THE PROPER AUTHORITIES FOR CRIMINAL PROSECUTION.

If you are unable to return the below mentioned merchandise, please call the following number within (forty-eight) 48 hours of the receipt of this letter TO AVOID CRIMINAL CHARGES BEING FILED (refer to backsheet).

1-888-399-1701

Aaron's Store Address:	2124 W Gate City Blvd Ste B Greensboro NC 27403 2875
Rental Contract Date:	05.07.2013
ITEMS:	Sony PS4 500GB Blu Ray 1 Controller

This demand notice is provided pursuant to section 14-107 of the Code of North Carolina. You are hereby notified that you have failed to return the leased personal property leased to you under a rental contract dated 05.07.2013 wherein Jerry Johnson the lessee, to the particular place or at the particular time provided by the said rental contract. Pursuant to North Carolina law, you have forty-eight (48) hours from the receipt of this demand to return the leased property to the lessor at the address specified in the rental contract. Unless the said property is returned to the lessor at the address specified by the letter mentioned within the time specified herein, the lessor may assume that at the time you received into the said rental contract you intended, knew or suspected that you would not perform the terms, covenants and agreements of the said contract, and that you intended to defraud the lessor. In such case the lessor may turn over the rental contract and all other available information relating to this incident to the proper authorities for criminal prosecution.

...this property may be used to prevent a person from being able to identify the person who has provided the information and the person who has provided the information...

Turtle Creek Assets, LLC
19825 N. Cove Road
Cornelius, NC 28031

USPS CERTIFIED MAIL



9207 1901 4298 0448

Jerry Johnson
Greensboro, NC 27407
C1201-25830



**NORTH CAROLINA GENERAL STATUTES
CHAPTER 14
CRIMINAL LAW § 14-167
FAILURE TO RETURN HIRED PROPERTY**

Any person who shall rent or hire, any horse, mule or other like animal, or any buggy, wagon, truck, automobile, or other vehicle, aircraft, motor, trailer, appliance, equipment, tool, or other thing of value, and who shall willfully fail to return the same to the possession of the person, firm or corporation from whom such property has been rented or hired at the expiration of the time for which such property has been rented or hired, shall be guilty of a Class 3 misdemeanor.

A CLASS 3 MISDEMEANOR CARRIES A MAXIMUM PENALTY OF TWENTY DAYS IN JAIL

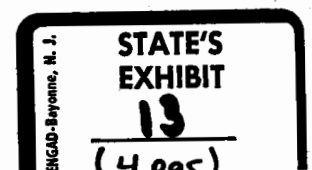
For the return of leased property may be made by personal service in accordance with Rule 4(j) of the North Carolina Rules of Civil Procedure; such demand may also be delivered to a lessee by certified United States mail directed to lessee at his address shown on the rental contract, and the return receipt shall be deemed sufficient evidence that the demand was received by the lessee, on the date shown on the receipt.

STATE OF NORTH CAROLINA
COUNTY OF ALAMANCE

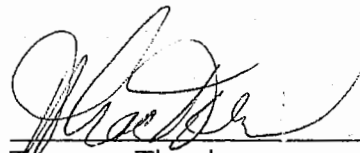
AFFIDAVIT OF TAMMY THACKER

I, Tammy Thacker, being first sworn, do depose and say:

1. I live in Alamance County, North Carolina. I have personal knowledge of the facts in this affidavit.
2. In 2016, I obtained a large screen television and extended warranty from Aaron's Inc. with a rent-to-own contract.
3. Later in 2016, the screen became damaged, but the warranty did not cover screen damage.
4. The manager of Aaron's told me I could return the television to the store, stop making payments and Aaron's would "write it off."
5. Shortly thereafter, I brought the television to Aaron's. The manager who authorized the return was not there. I spoke with others at the store they would not assist me with the return.
6. I left the television in the Aaron's store.
7. In May of 2019, I received a certified letter from TCA Rentals, LLC informing me that I had 48 hours to return the television to Aaron's or I would face criminal charges. (A copy of the letter is attached hereto as Exhibit #A)
8. I called the number on the letter and spoke to a woman who identified herself as Ms. Gibbons of Turtle Creek.
9. I informed her that I had already returned the television.



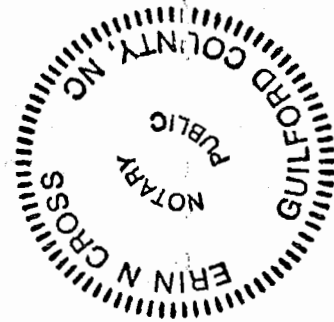
10. Ms. Gibbons told me that the return of the television "was not her concern" and that she was to collect the debt.
11. She was very rude, forceful and told me I was going to go to jail.
12. She did not care that I had already returned the television, she demanded that I make payment arrangements in the next thirty (30) days or charges would be filed and I'd go to jail.



Tammy Thacker

Sworn and subscribed before me
This 13th day of June, 2019
Erin N. Cross, Erin N. Cross
(Notary Public)

My Commission expires: 02-26-2022
Signed in Alamance Co, North Carolina.



200883 5911

TCA Rentals, LLC
20311 Chartwell Center Dr
Suite #250
Charlotte NC 28031



C1433-10006
TAMMY THACKER
BURLINGTON



NORTH CAROLINA GENERAL STATUTES
CHAPTER 14
CRIMINAL LAW § 14-167
FAILURE TO RETURN HIRED PROPERTY

Any person who shall rent or hire, any horse, mule or other like animal, or any buggy, wagon, truck, automobile, or other vehicle, aircraft, motor, trailer, **appliance, equipment, tool, or other thing of value, and who shall willfully fail to return the same to the possession of the person, firm or corporation from whom such property has been rented or hired at the expiration of the time for which such property has been rented or hired, shall be guilty of a Class 3 misdemeanor**

A CLASS 3 MISDEMEANOR CARRIES A MAXIMUM PENALTY OF TWENTY DAYS IN JAIL.

Intent to avoid payment is presumed if: (A) the actor failed to return the property held under a rental agreement: (1) within five days after receiving notice demanding return, if the property is valued at less than \$ 1,500; or (B) within three days after receiving notice demanding return, if the property is valued at \$ 1,500 or more; (c) For purposes of Subsections (a)(1), (b)(2), and (b)(4), notice shall be notice in writing, sent by registered or certified mail.

202503 12/11/12

TCA Rentals, LLC

A Receivables Trading Company

20311 Chartwell Center Dr
Suite 250
Charlotte NC 28031
Telephone: 1-888-427-0997

TAMMY THACKER

BURLINGTON

DOB: [REDACTED]

SS#: [REDACTED]

AARON'S ACCOUNT #: C1433-10006

Dear TAMMY THACKER,

Pursuant to North Carolina laws (NC Gen Stat § 14-167 – Failure to return hired property), **YOU HAVE FORTY-EIGHT (48) HOURS FROM THE RECEIPT OF THIS DEMAND TO RETURN THE LEASED PROPERTY TO THE LESSOR AT THE ADDRESS SPECIFIED IN THE RENTAL CONTRACT OR A CRIMINAL COMPLAINT WILL BE FILED WITH THE PROPER AUTHORITIES FOR CRIMINAL PROSECUTION.**

If you are unable to return the below mentioned merchandise, please call the following number within (forty-eight) 48 hours of the receipt of this letter **TO AVOID CRIMINAL CHARGES BEING FILED** (refer to backside):

1-888-427-0997

Aaron's Account Number:	C1433-10006
Rental Contract Date:	7/7/2016
ITEMS:	55 RCA Smart LED TV 1080p 120Hz 3

This statutory notice is provided pursuant to section 14-167 of the Code of North Carolina. You are hereby notified that you have failed to return that certain personal property leased by you under a written rental contract dated 7/7/2016 wherein TAMMY THACKER the lessor, to the particular place or at the particular time provided by the said rental contract. Pursuant to North Carolina law, you have forty-eight (48) hours from the receipt of this demand to return the leased property to the lessor at the address specified in the rental contract. Unless the said property is returned to the lessor at the address specified in the rental contract within the time specified above, the lessor may assume that at the time you entered into the said rental contract you intended, knew or expected that you would not perform the terms, covenants and agreements of the lessee thereunder, and that you intended to defraud the lessor. In such case the lessor may turn over the rental contract and all other available information relating to this incident to the proper authorities for criminal prosecution.

Default to avoid payment is presumed if: (A) the lessee failed to return the property held under a rental agreement; (A) within five days after receiving notice demanding return, if the property is valued at less than \$1,500; or (B) within three days after receiving notice demanding return, if the property is valued at \$1,500 or more. (C) For purposes of Subsections (a)(1), (b)(2), and (b)(4), notice shall be notice in writing, sent by registered or certified mail.

Ricketts, Kristine

From: Godelba Molinar <[REDACTED]@sos.texas.gov>
Sent: Wednesday, June 12, 2019 5:41 PM
To: Ricketts, Kristine
Subject: RE: Request for Business Information

Dear Madam,

What is shown in our database is listed below. If you need a copy of the documents in the file, you may obtain it online by following these instructions:

1. Go to the SOSDirect Log On Screen. If you have a user ID and password you may log on with it. If not you may use the Temporary Login Form for a one-time access.
 2. Once you have logged in, click on the Business Organizations menu from the navigation bar at the top of the page.
 3. This will give you several search options. Click on Filing Number Search and enter the filing number (listed below)
 4. This will bring up the entity directly. Click on the section that says "Filing History".
 5. On the left side of the screen there is a column titled "View Image". Click on the icon for the document you want to save and print.
 6. This will bring up a separate window with the document as a PDF. Click on the "Save" icon to save it to your computer.
- Please note: This search will result in a fee of \$1.00.

TCA Rentals, LLC

Our records reflect no active or inactive listing for this entity as a corporation, limited liability company, limited partnership, assumed name or foreign registration. Not all entities are filed with the Secretary of State. Sole Proprietorships and General Partnerships are filed at the County Clerk's office of the county in which they are located.

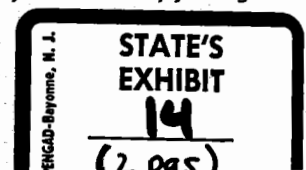
Thank you,

Godelba Molinar
Customer Service Rep.
Business and Public Filings
Office of the Texas Secretary of State
Phone: (512) 463-5555

You may now check status of your documents here: <https://webservices.sos.state.tx.us/filing-status/status.aspx>

Please send future e-mail requests to corpinfo@sos.texas.gov. This is our general information e-mail address answered by multiple operators of which I am one. If I am out unexpectedly, the reply to your request may be delayed.

This email provides general answers to the questions raised, is not intended as legal advice. Please contact your attorney for legal advice specific to your circumstances.



OPR Marriage Records

Historical Index

Historical Book

File Assumed Name or Submit Marriage Application

Dashboard

Shopping cart is Empty



"TCA Rentals"

Advanced Search
What is Phonetic Search? | ROAM Help

Sort By : Name : A to Z

Search

Phonetic Search

Mode: PC | Mobile | Tablet
Results: All Info | Party Info | Legal Info | Document Info

All Records Verified Through: 06/13/2019

Dallas Clerk OPR

Results 1 - 0 of 0 for "TCA Rentals". (0.01 seconds)

- Recent Searches
- 1. "TCA Rentals"&lq=
 - 2. "turtle creek" "Assoc name, Assumed name"&lq=
 - 3. "turtle creek"&lq=
 - 4. turtle creek&lq=
- [Clear]

No Results Found!

Ricketts, Kristine

From: Victoria Torres <[REDACTED]@sos.texas.gov>
Sent: Wednesday, June 19, 2019 5:14 PM
To: Ricketts, Kristine
Subject: RE: Request for Business Information

Dear Sir or Madam,

Our records reflect no active or inactive listing for Turtle Creek Assets, LLC as a corporation, limited liability company, limited partnership, assumed name or foreign registration. Not all entities are filed with the Secretary of State. Sole Proprietorships and General Partnerships are filed at the County Clerk's office of the county in which they are located.

The only similar record I found was for Turtle Creek Assets, Ltd.

Best Regards,

Victoria Torres
Business and Public Filings
Office of the Texas Secretary of State
Phone: (512) 463-5555

You may now check status of your documents here: <https://webservices.sos.state.tx.us/filing-status/status.aspx>

Please send future e-mail requests to corpinfo@sos.texas.gov. This is our general information e-mail address answered by multiple operators of which I am one. If I am out unexpectedly, the reply to your request may be delayed.

From: Ricketts, Kristine [mailto:[REDACTED]]
Sent: Wednesday, June 19, 2019 10:22 AM
To: Corporations Information <Corpinfo@sos.texas.gov>
Subject: RE: Request for Business Information

CAUTION: This email originated from OUTSIDE of the SO's organization. Do not click on links or open attachments unless you are expecting the email and know that the content is safe. If you believe this to be a malicious or phishing email, please send this email as an attachment to

Good morning.

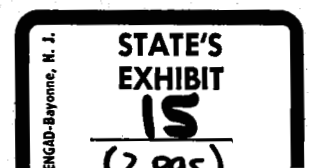
I am requesting information, including articles of incorporation, members/officers, and current Registered Agent, for the following Texas entity:

Turtle Creek Assets, LLC

*I am aware of the entity Turtle Creek Assets, Ltd - I'm inquiring into whether Turtle Creek Assets, LLC is a registered entity.

Please let me know if you need any additional information.

Thank you,
Kristine Ricketts





"Turtle Creek Assets, LLC"

Advanced Search
What is Phonetic Search? | ROAM Help

Sort By : Name : A to Z

Search

Phonetic Search

Mode: PC | Mobile | Tablet
Results: All Info | Party Info | Legal Info | Document Info

All Records Verified Through:06/13/2019

Dallas Clerk OPR

Results 1 - 0 of 0 for "Turtle Creek Assets, LLC". (0.02 seconds)

No Results Found!

Recent Searches

- 1. "Turtle Creek Assets, LLC"&lq=
 - 2. "Turtle Creek Assets"&lq=
 - 3. "TCA Rentals"&lq=
 - 4. "turtle creek" "Assoc name, Assumed name"&lq=
 - 5. "turtle creek"&lq=
 - 6. turtle creek&lq=
- [Clear]



PROPOSAL

Served By: Capitol Special Patrol

6047 Tyvola Glen Cir
Charlotte, NC 28217

Security Consultant: Adam Tranum

Phone: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]

Service Location:
Turtle Creek Assets
Gordon Engle
16424 Green Dolphin Ln.
Cornelius, NC 28031
Phone: [REDACTED]
Email: [REDACTED]@jcsglobaladvisory.com

Bill To:
Turtle Creek Assets
Gordon Engle
16424 Green Dolphin Ln.
Cornelius, NC 27615
Phone: [REDACTED]
Email: [REDACTED]@jcsglobaladvisory.com

Proposal Date: 12/10/2018
Good Through: 1/9/2019

Service Dates:
Start: January 1st 2019
End: Ongoing

Fax:

Fax:

<u>Standard Services:</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thur</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Week Total</u>	<u>Total</u>
Dedicated Officer II	0	8	8	0	0	12	12	40	\$ 1,080.00
Dedicated Officer II	0	0	0	8	8	12	12	40	\$ 1,080.00
Dedicated Officer II	0	0	0	0	0	10	10	20	\$ 540.00
Body Camera per officer	3	0	0	0	0	0	0	3	\$ 225.00
	0	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	0	
Week Total									\$ 2,925.00

Management Company:

Payment Terms:
Net 30

Monthly Total	\$	12,723.75
Fuel Surcharge	\$	-
Taxes	0.00%	\$ -
Monthly	\$	12,723.75

Description of Services:

This proposal includes a uniformed officer driving a marked vehicle delivering legal papers to a pre arranged list of clients. Capitol Special Patrol Vehicle will be a fully marked Capitol Special Patrol Vehicle equipped with a Dash Cam and computer with internet access for online reporting. Officers will be well trained and uniformed in police style gear.

The CSPD central command center is always a "live" person (supervisor on duty) for dispatching.

Additional fee of .55 cents per mile will be charged and a rate \$55.00 per hour will be charged for subsequent court time



Agreement

By signing this contract you are agreeing to the description of services herein and as listed in the attached "General Terms & Conditions," and promise to remit payment based upon the above listed terms. Quoted price good for 30 days.

Client: Gordon Engle

CSPD: _____

Vernon's Texas Statutes and Codes Annotated
Penal Code (Refs & Annos)
Title 7. Offenses Against Property (Refs & Annos)
Chapter 31. Theft (Refs & Annos)

V.T.C.A., Penal Code § 31.04

§ 31.04. Theft of Service

Effective: September 1, 2015
Currentness

(a) A person commits theft of service if, with intent to avoid payment for service that the actor knows is provided only for compensation:

- (1) the actor intentionally or knowingly secures performance of the service by deception, threat, or false token;
- (2) having control over the disposition of services of another to which the actor is not entitled, the actor intentionally or knowingly diverts the other's services to the actor's own benefit or to the benefit of another not entitled to the services;
- (3) having control of personal property under a written rental agreement, the actor holds the property beyond the expiration of the rental period without the effective consent of the owner of the property, thereby depriving the owner of the property of its use in further rentals; or

→ (4) the actor intentionally or knowingly secures the performance of the service by agreeing to provide compensation and, after the service is rendered, fails to make full payment after receiving notice demanding payment.

(b) For purposes of this section, intent to avoid payment is presumed if:

- (1) the actor absconded without paying for the service or expressly refused to pay for the service in circumstances where payment is ordinarily made immediately upon rendering of the service, as in hotels, campgrounds, recreational vehicle parks, restaurants, and comparable establishments;
- (2) the actor failed to make payment under a service agreement within 10 days after receiving notice demanding payment;
- (3) the actor returns property held under a rental agreement after the expiration of the rental agreement and fails to pay the applicable rental charge for the property within 10 days after the date on which the actor received notice demanding payment; or

(4) the actor failed to return the property held under a rental agreement:

- > (A) within five days after receiving notice demanding return, if the property is valued at less than \$2,500; or
- > (B) within three days after receiving notice demanding return, if the property is valued at \$2,500 or more.
- > (c) For purposes of Subsections (a)(4), (b)(2), and (b)(4), notice shall be notice in writing, sent by registered or certified mail with return receipt requested or by telegram with report of delivery requested, and addressed to the actor at his address shown on the rental agreement or service agreement.

(d) If written notice is given in accordance with Subsection (c), it is presumed that the notice was received no later than five days after it was sent.

(d-1) For purposes of Subsection (a)(4):

(1) if the compensation is or was to be paid on a periodic basis, the intent to avoid payment for a service may be formed at any time during or before a pay period; and

(2) the partial payment of wages alone is not sufficient evidence to negate the actor's intent to avoid payment for a service.

(e) An offense under this section is:

(1) a Class C misdemeanor if the value of the service stolen is less than \$100;

(2) a Class B misdemeanor if the value of the service stolen is \$100 or more but less than \$750;

(3) a Class A misdemeanor if the value of the service stolen is \$750 or more but less than \$2,500;

(4) a state jail felony if the value of the service stolen is \$2,500 or more but less than \$30,000;

(5) a felony of the third degree if the value of the service stolen is \$30,000 or more but less than \$150,000;

(6) a felony of the second degree if the value of the service stolen is \$150,000 or more but less than \$300,000; or

(7) a felony of the first degree if the value of the service stolen is \$300,000 or more.

(f) Notwithstanding any other provision of this code, any police or other report of stolen vehicles by a political subdivision of this state shall include on the report any rental vehicles whose renters have been shown to such reporting agency to

be in violation of Subsection (b)(2) and shall indicate that the renting agency has complied with the notice requirements demanding return as provided in this section.

(g) It is a defense to prosecution under this section that:

(1) the defendant secured the performance of the service by giving a post-dated check or similar sight order to the person performing the service; and

(2) the person performing the service or any other person presented the check or sight order for payment before the date on the check or sight order.

Credits

Acts 1973, 63rd Leg., p. 883, ch. 399, § 1, eff. Jan. 1, 1974. Amended by Acts 1977, 65th Leg., p. 1138, ch. 429, § 1, eff. Aug. 29, 1977; Acts 1983, 68th Leg., p. 2920, ch. 497, § 4, eff. Sept. 1, 1983; Acts 1991, 72nd Leg., ch. 565, § 15, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 900, § 1.01, eff. Sept. 1, 1994; Acts 1995, 74th Leg., ch. 479, § 1, eff. Aug. 28, 1995; Acts 1999, 76th Leg., ch. 843, § 1, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1245, §§ 1, 2, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 419, § 1, eff. Sept. 1, 2003; Acts 2011, 82nd Leg., ch. 141 (S.B. 1024), § 1, eff. Sept. 1, 2011; Acts 2015, 84th Leg., ch. 1251 (H.B. 1396), § 11, eff. Sept. 1, 2015.

Notes of Decisions (43)

V. T. C. A., Penal Code § 31.04, TX PENAL § 31.04

Current to legislation effective May 29, 2019, of the 2019 Regular Session of the 86th Legislature. Some statute sections may be more current, but not necessarily complete through the whole Session. See credits for details.

STATE OF NORTH CAROLINA

COUNTY OF FORSYTH

AFFIDAVIT OF KIA SLAUGHTER

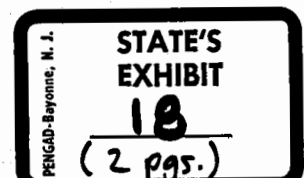
1. I live in Forsyth County, North Carolina. I have personal knowledge of the facts in this affidavit.

2. In 2013, I rented bedroom furniture from Aaron's Inc. in Winston Salem, North Carolina.

3. For a little over a year, I made regular monthly rental payments to Aaron's Inc. Then while I was out of town training for a new job, the bedroom furniture was stolen. I contacted Aaron's Inc. and advised them that the bedroom furniture had been stolen. I never heard from Aaron's Inc. again.

4. In December of 2018, I started receiving calls from Turtle Creek Assets demanding I pay them for the stolen bedroom furniture. I asked them for documentation proving that they had the right to collect for Aaron's Inc. which they refused to provide. The person from Turtle Creek Assets threatened to place this debt collection on my credit report, then threatened my job, and then threatened me with arrest and jail time if I did not pay them. After being repeatedly threatened with arrest and jail time I decide to make payment arrangements with them.

5. I made two (2) payments totaling \$439.02 to Turtle Creek Assets. After the second payment I requested a receipt from them to have proof that I was making the payments to them. I received a receipt but it had the wrong information on it. The receipt had the correct amount that I had paid them but it had someone else's name, address, and even bank account information on it.



6. After receiving the receipt with the incorrect information I decided to stop paying Turtle Creek Assets. I contacted my bank and placed a block on my bank card so Turtle Creek Asset could not debt my account any more.

7. After blocking Turtle Creek Assets from debiting my bank card, I resumed receiving harassing and threatening phone calls from them.

8. I began blocking the telephone numbers that the Turtle Creek Assets was calling from but every time I blocked a number, Turtle Creek Assets would call me from a different number. I finally just stopped answer all calls from telephone numbers that I did not recognize.

9. When I did not answer the calls from Turtle Creek Assets they would leave threatening voice mails for me.

Kia Slaughter
Kia Slaughter

Sworn to and subscribed before me:

This the 25 day of June, 2019

Quinche L. Fuller
(Notary Public)

My Commission Expires: 07 18 22



Printed on 05/01/2019 08:03:04 PM

File No. 19CR 050760		Law Enforcement Case No.	LID No.	SID No.	FBI No.
CRIMINAL SUMMONS		STATE OF NORTH CAROLINA			
Offense I M-FAIL TO RETURN RENTAL PROPERTY		In The General Court Of Justice District Court Division			
THE STATE OF NORTH CAROLINA VS.		LEE County			
Name And Address Of Defendant [REDACTED] LEE COUNTY		To the defendant: I, the undersigned, find that there is probable cause to believe that on or about the date of offense shown and in the county named above you unlawfully and willfully did fail to return property, SONY PS4 500GB BUNDLE VARIOUS BONUS, to the possession of the TURTLE CREEK ASSETS LLC (AARON'S SALES AND LEASE), from whom you rented it, at the expiration of the time for which it was rented.			
Race W	Sex M	Date Of Birth [REDACTED]	Age		
Social Security No.		Drivers License No. & State			
Name Of Defendant's Employer					
Offense Code(s) I 2646		Offense In Violation Of G.S. I 14-167			
Date Of Offense 07/23/2017					
Complainant (Name, Address Or Department) TURTLE CREEK ASSETS Contact: CHERI BROOKS 19825 N. COVE ROAD CORNELIUS NC 28031 MECKLENBURG (888) 427-0997					
Names & Addresses Of Witnesses (Including Counties & Telephone Nos.)					
<input type="checkbox"/> This act was in violation of the law referred to in this Criminal Summons. This Summons is issued upon information furnished under oath by the complainant listed. You are ORDERED to appear before the Court at the location, date and time indicated below to answer to the charge. If you fail to appear, an order for your arrest may be issued and you may be held in CONTEMPT OF COURT. Arrest and/or contempt for failure to appear is in addition to any sentence which may be imposed for the crime charged.					
<input type="checkbox"/> The undersigned finds the following cause to set a court date more than one month from the issue of this summons:					
Signature KEITH M ROGERS		Location Of Court Lee County Courthouse; 0004 1400 S HORNER BLVD SANFORD, NC 27330		Court Date 05/28/2019	
<input type="checkbox"/> Misdemeanor Offense Which Requires Fingerprinting Per Fingerprint Plan		Date Issued 05/01/2019		Court Time 09:00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
		<input checked="" type="checkbox"/> Magistrate <input type="checkbox"/> Assistant CSC		<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Clerk Of Superior Court	

STATE'S EXHIBIT 19

(over)
ORIGINAL COPY

STATE'S EXHIBIT 20
 D-Beyonce, N. J.

File No. 19CR 050759		Law Enforcement Case No.	LID No.	SID No.	FBI No.		
CRIMINAL SUMMONS		STATE OF NORTH CAROLINA					
Offense I M-FAIL TO RETURN RENTAL PROPERTY		In The General Court Of Justice District Court Division					
		LEE County					
THE STATE OF NORTH CAROLINA VS.		To the defendant: I, the undersigned, find that there is probable cause to believe that on or about the date of offense shown and in the county named above you unlawfully and willfully did fail to return property, SPLIT KING BEDROOM SUITE, to the possession of the TURTLE CREEK ASSETS LLC (AARON'S SALES AND LEASE), from whom you rented it, at the expiration of the time for which it was rented.					
Name And Address Of Defendant K [REDACTED] [REDACTED] LEE COUNTY		This act was in violation of the law referred to in this Criminal Summons. This Summons is issued upon information furnished under oath by the complainant listed. You are ORDERED to appear before the Court at the location, date and time indicated below to answer to the charge. If you fail to appear, an order for your arrest may be issued and you may be held in CONTEMPT OF COURT. Arrest and/or contempt for failure to appear is in addition to any sentence which may be imposed for the crime charged. <input type="checkbox"/> The undersigned finds the following cause to set a court date more than one month from the issue of this summons:					
Race	Sex					Date Of Birth	Age
W	F					[REDACTED]	
Social Security No.						Drivers License No. & State	
Name Of Defendant's Employer							
Offense Code(s) I 2646	Offense In Violation Of G.S. I 14-167						
Date Of Offense 05/09/2017							
Complainant (Name, Address Or Department) TURTLE CREEK ASSETS Contact: CHERI BROOKS 19825 N. COVE ROAD CORNELIUS NC 28031 MECKLENBURG (888) 427-0997							
Names & Addresses Of Witnesses (Including Counties & Telephone Nos.)							
<input type="checkbox"/> Misdemeanor Offense Which Requires Fingerprinting Per Fingerprint Plan						Date Issued 05/01/2019	
Signature KEITH M ROGERS		Location Of Court Lee County Courthouse; 0004 1400 S HORNER BLVD SANFORD, NC 27330					
<input checked="" type="checkbox"/> Magistrate <input type="checkbox"/> Assistant CSC		<input type="checkbox"/> Deputy CSC <input type="checkbox"/> Clerk Of Superior Court					
		Court Date 05/28/2019					
		Court Time 09:00					
		<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM					

Printed on 05/01/2019 08:06:07 PM

(over)
ORIGINAL COPY

File No. 19CR 051159		Law Enforcement Case No.	LID No.	SID No.	FBI No.			
CRIMINAL SUMMONS		STATE OF NORTH CAROLINA						
Offense M-FAIL TO RETURN RENTAL PROPERTY		MOORE County		In The General Court Of Justice District Court Division				
THE STATE OF NORTH CAROLINA VS.		<p>To the defendant: I, the undersigned, find that there is probable cause to believe that on or about the date of offense shown and in the county named above you unlawfully and willfully did fail to return property, QUEEN BEDROOM SUIT, to the possession of the TURTLE CREEK ASSETS, from whom you rented it, at the expiration of the time for which it was rented.</p> <p>This act was in violation of the law referred to in this Criminal Summons. This Summons is issued upon information furnished under oath by the complainant listed. You are ORDERED to appear before the Court at the location, date and time indicated below to answer to the charge. If you fail to appear, an order for your arrest may be issued and you may be held in CONTEMPT OF COURT. Arrest and/or contempt for failure to appear is in addition to any sentence which may be imposed for the crime charged.</p> <input type="checkbox"/> The undersigned finds the following cause to set a court date more than one month from the issue of this summons:						
Name And Address Of Defendant [REDACTED] [REDACTED] NC [REDACTED] MOORE COUNTY								
Race W	Sex M					Date Of Birth [REDACTED]	Age	
Social Security No.						Driver's License No. & State [REDACTED]		
Name Of Defendant's Employer								
Offense Code(s) 2646						Offense In Violation Of G.S. I 14-167		
Date Of Offense 10/26/2017								
Complainant (Name, Address Or Department) TURTLE CREEK ASSETS Contact: CHERI BROOKS 9825 N. COVE ROAD CORNELIUS NC 28031 WECKLENBURG (888) 427-0997								
Names & Addresses Of Witnesses (Including Counties & Telephone Nos.)								
Signature L S RUSSELL						Location Of Court Moore County Courthouse; 0201 102 MONROE ST CARTHAGE, NC 28327		Court Date 05/29/2019
<input checked="" type="checkbox"/> Misdemeanor Offense Which Requires Fingerprinting Per Fingerprint Plan Date Issued 05/01/2019		<input checked="" type="checkbox"/> Magistrate <input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court		Court Time 09:30 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM				

(over)
 ORIGINAL COPY

File No. 19CR 051269		Law Enforcement Case No.	LID No.	SID No.	FBI No.
CRIMINAL SUMMONS		STATE OF NORTH CAROLINA			
Offense I M-FAIL TO RETURN RENTAL PROPERTY		ROCKINGHAM County		In The General Court Of Justice District Court Division	
THE STATE OF NORTH CAROLINA VS.		To the defendant:			
Name And Address Of Defendant P [REDACTED] [REDACTED] ROCKINGHAM [REDACTED]		I, the undersigned, find that there is probable cause to believe that on or about the date of offense shown and in the county named above you unlawfully and willfully did fail to return property, SONY PS3 500GB, to the possession of the TURTLE CREEK ASSETS LLC / AARON'S RENTAL, from whom you rented it, at the expiration of the time for which it was rented.			
Race W	Sex M	Date Of Birth [REDACTED]	Age		
Social Security No.		Drivers License No. & State			
Name Of Defendant's Employer					
Offense Code(s) I 2646		Offense In Violation Of G.S. I 14-167			
Date Of Offense 08/05/2017					
Complainant (Name, Address Or Department) CHERIE BROOKS 20311 CHARTWELL CENTER DRIVE SUITE 250- TURTLE CREEK ASSETS LLC CORNELIUS NC 28031 MECKLENBURG (888) 427-0997					
Names & Addresses Of Witnesses (Including Counties & Telephone Nos.)					
<input type="checkbox"/> Misdemeanor Offense Which Requires Fingerprinting Per Fingerprint Plan		Date Issued 05/06/2019		<input checked="" type="checkbox"/> The undersigned finds the following cause to set a court date more than one month from the issue of this summons: MAGISTRATES DECISION	
Signature S MARTIN		Location Of Court Rockingham County Courthouse; WENT 170 HWY 65 REIDSVILLE, NC 27320		Court Date 06/25/2019	
<input checked="" type="checkbox"/> Magistrate <input type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court		<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM		Court Time 09:00	

STATE'S EXHIBIT
 22
 PENCAD-Beyonne, N. J.

(over)

DRAFT COPY

Consumer

From: Gordon Engle [REDACTED]@forwardproperties.net>
Sent: Monday, April 29, 2019 5:06 PM
To: Consumer
Subject: Aarons account number C1707-890
Attachments: 2019 03-08 TCA Consumer Complaint (Jennifer Batchelor).pdf; nc_buncombe_28806_batchelor_C1707-890.pdf

Dear Michael,

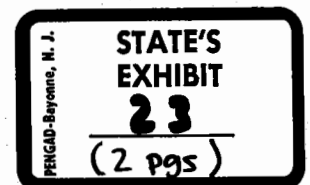
Jennifer Batchelor (Aarons account number C1707-890) rented a 4.1 CU FT washer and dryer from Aarons store number C1707 located at 625 Park St, Belmont, NC 28012 on July 8, 2015. She subsequently made 15 payments and stopped paying on July 19, 2016. We purchased All Rights and Title to this account from Aarons on June 15, 2016. Pursuant to rule 4j of the North Carolina code we presented Ms Batchelor with the attached document notifying her of our intentions to file criminal charges against her under statute 14-167 of the North Carolina criminal code if she did not return the rental merchandise per her Aarons rental agreement. Other than the attached complaint form filed with your office we have not heard from Ms Batchelor. We plan to file a criminal complaint with the Buncombe District Attorneys office by the end of this month.

Thank you and let me know if I may be of more assistance in this case.

Gordon Engle
President- CEO
Turtle Creek Assets, Ltd.
By and through its general partner
Forward Properties International, Inc.
Dallas TX USA
Charlotte NC USA

Phone: (704) [REDACTED]
Facsimile [REDACTED]
[REDACTED]@forwardproperties.net

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Consumer

From: Gordon Engle <[REDACTED]@forwardproperties.net>
Sent: Monday, June 24, 2019 4:08 PM
To: Consumer
Subject: Re: Aarons account number C1707-890
Attachments: NCDOJ.pdf; tammy_thacker_C1433-10006.pdf

Dear Michael,

Tammy Thacker (Aarons account number C1433-10006) rented a 55 inch RCA Smart LED TV from Aarons store number C1433 located at 6582 Glenwood Ave Raleigh, North Carolina 27612 on July 7, 2016. She subsequently made 10 payments and stopped paying on July 19, 2016. We purchased All Rights and Title to this account from Aarons on June 15, 2016. Pursuant to rule 4j of the North Carolina code we presented Ms Thacker with the attached document notifying her of our intentions to file criminal charges against her under statute 14-167 of the North Carolina criminal code if she did not return the rental merchandise per her Aarons rental agreement. Other than the attached complaint form filed with your office we have not heard from Ms Thacker. We plan to file a criminal complaint with the Alamance District Attorneys office by the end of this month.

Thank you and let me know if I may be of more assistance in this case.

Gordon Engle

President- CEO

Turtle Creek Assets, Ltd.

By and through its general partner

Forward Properties International, Inc.

Dallas TX USA

Charlotte NC USA

Phone: (704) [REDACTED]
Facsimile [REDACTED]
[REDACTED]@forwardproperties.net

CONFIDENTIALITY NOTICE: This message and any attachments to it are intended only for the use by the addressee(s) named herein and may contain legally privileged and /or confidential information. If you are not the intended recipient of this e-mail, any dissemination, distribution, disclosure, copying or the taking of any action in reliance upon this e-mail (and the attachments hereto) is strictly prohibited. If you have received this e-mail in error, please (a) immediately notify me at (800) 858-8646, and (b) permanently delete this message and any attachments and destroy any copy or printout thereof.

File No.

19-1

STATE OF NORTH CAROLINA

Union County

In The General Court Of
District Court Division-Sr

STATES EXHIBIT
24
(2 pgs)
ENCLOSURE

COMPLAINT TO RECOVER POSSESSION OF PERSONAL PROPERTY

- PLAINTIFF A SECURED PARTY
- PLAINTIFF NOT A SECURED PARTY

G.S. 7A-232; 25-9-609

WHEN PLAINTIFF IS A SECURED PARTY

The defendant is a resident of the county named above. I have a security interest in the personal property described in the attached security agreement. The total current value of this property is as shown below. The defendant has defaulted in the payment of the debt which the property secures or has otherwise breached the terms of the security agreement giving me the right to claim immediate possession of the property described below. I demand recovery of this property and reimbursement for court costs.

Name And Address Of Plaintiff

Turtle Creek Rentals
5331 Spring Valley Rd
Dallas TX 75254

Description Of Personal Property In Which You Have a Secured Interest (Attach Copy Of Security Agreement)

55" RCA Smart LED TV 1080p 120Hz 3

Total Value Of Property To Be Recovered

\$ 1324.13

Social Security No./Taxpayer ID No.

County
DALLAS

Telephone No.
800 858 8646

Date
9-28-18

Signature Of Plaintiff Or Attorney
[Signature]

VERSUS

WHEN PLAINTIFF IS NOT A SECURED PARTY

Name And Address Of Defendant 1 Individual Corporation

[Redacted]

County
Union

Telephone No.
[Redacted]

The defendant is a resident of the county named above. The defendant has in his/her possession the personal property described below which belongs to me. I am entitled to immediate possession of the property, but the defendant has refused on demand to deliver it to me. The defendant has unlawfully kept possession of this property since the date listed below and has therefore deprived me of its use. The damage due me for the loss of use and physical damage to the property is set out below. I demand recovery of this property and damages in the total amount set out below, plus interest and reimbursement for court costs.

Name And Address Of Defendant 2 Individual Corporation

Description Of Personal Property You Own Which Is In Possession Of Defendant

Total Value Of Property To Be Recovered

County

Telephone No.

Date Defendant Wrongfully Took Or Kept Property

Damage Due For Loss Of Use \$

Physical Damage To Property \$

Total Amount Of Damages \$

Name And Address Of Plaintiff's Attorney

Date

Name Of Plaintiff Or Attorney (Type Or Print)

Signature Of Plaintiff Or Attorney

A TRUE COPY
CLERK OF SUPERIOR COURT
COUNTY

File No.

18-57

STATE OF NORTH CAROLINA

In The General Court Of Justice
District Court Division-Small Claims

Union County

COMPLAINT TO RECOVER POSSESSION OF PERSONAL PROPERTY

- PLAINTIFF A SECURED PARTY
- PLAINTIFF NOT A SECURED PARTY

G.S. 7A-232; 25-9-609

Name And Address Of Plaintiff

Turtle Creek Rentals
5331 Spring Valley Rd
Dallas TX 75254

Social Security No./Taxpayer ID No.

County

DALLAS

Telephone No.

800 858 8646

WHEN PLAINTIFF IS A SECURED PARTY

The defendant is a resident of the county named above. I have a security interest in the personal property described in the attached security agreement. The total current value of this property is as shown below. The defendant has defaulted in the payment of the debt which the property secures or has otherwise breached the terms of the security agreement giving me the right to claim immediate possession of the property described below. I demand recovery of this property and reimbursement for court costs.

Description Of Personal Property In Which You Have a Secured Interest (Attach Copy Of Security Agreement)

Nightstand, Mirror, Eastern King Mattress Protect,
Queen/King Rails, Chest, Dresser, King Mattresses,
King Headboard, King Footboard

Total Value Of Property
To Be Recovered

\$ 3984.49

Date

9/28/18

Signature Of Plaintiff Or Attorney

VERSUS

WHEN PLAINTIFF IS NOT A SECURED PARTY

Name And Address Of Defendant 1

- Individual
- Corporation

[REDACTED]

County

Union

Telephone No.

[REDACTED]

The defendant is a resident of the county named above. The defendant has in his/her possession the personal property described below which belongs to me. I am entitled to immediate possession of the property, but the defendant has refused on demand to deliver it to me. The defendant has unlawfully kept possession of this property since the date listed below and has therefore deprived me of its use. The damage due me for the loss of use and physical damage to the property is set out below. I demand recovery of this property and damages in the total amount set out below, plus interest and reimbursement for court costs.

Name And Address Of Defendant 2

- Individual
- Corporation

[REDACTED]

Description Of Personal Property You Own Which Is In Possession Of Defendant

[REDACTED]

Total Value Of Property
To Be Recovered

\$

County

Telephone No.

Date Defendant Wrongfully Took Or Kept Property

Damage Due For Loss Of Use

Name And Address Of Plaintiff's Attorney

[REDACTED]

Physical Damage To Property

Total Amount Of Damages

Date

Name Of Plaintiff Or Attorney (Type Or Print)

Signature Of Plaintiff Or Attorney

FILED
SEP 28
A 11:01
CO., C.S.C.

TRUE COPY
FOR FILING IN COURT
UNION COUNTY

[Handwritten Signature]

Clery, Clerk Recdng Court

STATE OF NORTH CAROLINA File No. _____

WAKE County **FILED**

In The General Court Of Justice
 District Superior Court Division

Name And Address Of Plaintiff 1
 State of North Carolina, ex rel. Joshua H. Stein, Attorney General
 114 West Edenton Street
 Raleigh, North Carolina 27603

Name And Address Of Plaintiff 2
 BY _____

**GENERAL
 CIVIL ACTION COVER SHEET**

INITIAL FILING SUBSEQUENT FILING

Rule 5(b) of the General Rules of Practice for the Superior and District Courts

VERSUS

Name And Address Of Defendant 1
 Turtle Creek Assets, LTD.
 By and through Gordon Engle, Registered Agent
 5531 Spring Valley
 Dallas, Texas 75254

Name And Address Of Attorney Or Party, If Not Represented
 (complete for initial appearance or change of address)
 Kristine M. Ricketts, Esq.
 114 West Edenton Street
 Raleigh, North Carolina 27603

Summons Submitted
 Yes No

Telephone No. (919) 716-6975 Cellular Telephone No. _____

Name And Address Of Defendant 2
 Turtle Creek Rentals LLC
 By and through Thomas C. Self, Registered Agent
 5331 Spring Valley Road
 Dallas, Texas 75254

NC Attorney Bar No. 46914 Attorney Email Address kricketts@ncdoj.gov

Initial Appearance in Case Change of Address

Summons Submitted
 Yes No

Name Of Firm State of North Carolina/Department of Justice Fax No. (919) 716-6050

Counsel For
 All Plaintiffs All Defendants Only: (list party(ies) represented)
 State of North Carolina, ex rel. Joshua H. Stein, Attorney General

Jury Demanded In Pleading Complex Litigation Stipulate to Arbitration

TYPE OF PLEADING

- (check all that apply)
- Amend (AMND)
 - Amended Answer/Reply (AMND-Response)
 - Amended Complaint (AMND)
 - Assess Costs (COST)
 - Answer/Reply (ANSW-Response) (see Note)
 - Change Venue (CHVN)
 - Complaint (COMP)
 - Confession Of Judgment (CNFJ)
 - Consent Order (CONS)
 - Consolidate (CNSL)
 - Contempt (CNTP)
 - Continue (CNTN)
 - Compel (CMPL)
 - Counterclaim (CTCL) Assess Court Costs
 - Crossclaim (list on back) (CRSS) Assess Court Costs
 - Dismiss (DISM) Assess Court Costs
 - Exempt/Waive Mediation (EXMD)
 - Extend Statute Of Limitations, Rule 9 (ESOL)
 - Extend Time For Complaint (EXCO)
 - Failure To Join Necessary Party (FJNP)

- Failure To State A Claim (FASC)
- Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
- Improper Venue/Division (IMVN)
- Including Attorney's Fees (ATTY)
- Intervene (INTR)
- Interplead (OTHR)
- Lack Of Jurisdiction (Person) (LJPN)
- Lack Of Jurisdiction (Subject Matter) (LJSM)
- Modification Of Child Support In IV-D Actions (MSUP)
- Notice Of Dismissal With Or Without Prejudice (VOLD)
- Petition To Sue As Indigent (OTHR)
- Rule 12 Motion In Lieu Of Answer (MDLA)
- Sanctions (SANC)
- Set Aside (OTHR)
- Show Cause (SHOW)
- Transfer (TRFR)
- Third Party Complaint (list Third Party Defendants on back) (TPCL)
- Vacate/Modify Judgment (VCMJ)
- Withdraw As Counsel (WDCN)
- Other (specify and list each separately)
 Temporary Restraining Order

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must include either a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

STATE OF NORTH CAROLINA

File No.

WAKE County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff
State of North Carolina, ex rel. Joshua H. Stein, Attorney General

Address
114 West Edenton Street

City, State, Zip
Raleigh, North Carolina 27603

VERSUS

Name Of Defendant(s)
Turtle Creek Assets, LTD., Turtle Creek Rentals LLC, Royal Park Holdings, Inc., and Gordon Scott Engle

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1
Turtle Creek Assets, LTD.
By and through Gordon Engle, Registered Agent
5531 Spring Valley
Dallas, Texas 75254

Name And Address Of Defendant 2
Turtle Creek Rentals LLC
By and through Thomas C. Self, Registered Agent
5331 Spring Valley Road
Dallas, Texas 75254



IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!
¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!
Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)

Kristine M. Ricketts, Esq.
114 West Edenton Street
Raleigh, North Carolina 27603

Date Issued

7-10-19

Time

12

AM PM

Signature

[Handwritten Signature]

Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

AM PM

Signature

Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)

19 CV 009338

STATE OF NORTH CAROLINA

File No.

WAKE County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff
State of North Carolina, ex rel. Joshua H. Stein, Attorney General

Address
114 West Edenton Street

City, State, Zip
Raleigh, North Carolina 27603

VERSUS

CIVIL SUMMONS
ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

Name Of Defendant(s)
Turtle Creek Assets, LTD., Turtle Creek Rentals LLC, Royal Park Holdings, Inc., and Gordon Scott Engle

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1
Royal Park Holdings, Inc.
By and through Gordon Engle, Registered Agent
5331 Spring Valley Road
Dallas, Texas 75254

Name And Address Of Defendant 2
Gordon Scott Engle
16424 Green Dolphin Lane
Cornelius, North Carolina 28031



IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out! You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as possible, and, if needed, speak with someone who reads English and can translate these papers!
¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales. ¡NO TIRE estos papeles!
Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)

Kristine M. Ricketts, Esq.
114 West Edenton Street
Raleigh, North Carolina 27603

Date Issued

Signature

Time

AM PM

Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

AM PM

Signature

Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)