

**IN THE MATTER OF
Boise Disaster Services, LLC,
d/b/a Servpro of Boise**

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into on this 5th day of August, 2020, by and between Boise Disaster Services, LLC d/b/a Servpro of Boise (hereinafter "Servpro of Boise") and North Carolina Attorney General Joshua H. Stein ("Attorney General"), pursuant to his powers under Chapters 75 and 114 of the North Carolina General Statutes (the aforesaid persons and entities shall collectively be referred to as the "Parties").

STATEMENT OF PURPOSE

WHEREAS, Servpro of Boise is a corporation organized and existing under the laws of the State of Idaho engaged in the business of performing water damage remediation services, with its principal place of business at 2882 N. Eagle Rd., Meridian, Idaho.

WHEREAS, the Consumer Protection Division ("CPD") of the Attorney General's Office ("AGO") has been investigating consumer complaints against Servpro of Boise for price gouging and unfair or deceptive practices in violation of N.C. Gen. Stat. §§ 75-1.1 and 75-38.

WHEREAS, Servpro of Boise contends all of its business practices were lawful and more specifically denies any violation of N.C.G.S. §§ 75-1.1 and 75-38. Nevertheless, Servpro of Boise agrees to the following terms in order to resolve the AGO's investigation and, to that end, has provided information and documentation responsive to the Attorney General's requests in an effort to reach a resolution regarding the outstanding complaints and other alleged violations of North Carolina law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Servpro of Boise and its successors and assigns, and its and their officers, agents, servants, employees, any person acting under their actual direction or control, shall refrain from engaging in acts and practices prohibited by North Carolina's Unfair and Deceptive Trade Practices Act, including but not limited to N.C. Gen. Stat. §§ 75-1.1 *et seq.*, and from engaging in acts and practices prohibited by North Carolina's prohibition on price gouging, N.C. Gen. Stat. § 75-38, as such laws currently exist or may be amended in the future.

2. The Attorney General shall close its investigation of Servpro of Boise regarding alleged conduct currently known to the Attorney General in connection with its work in the State of North Carolina as a result of Hurricane Florence.

3. Within five business days of execution of this Agreement, Servpro of Boise shall take a voluntary dismissal with prejudice of its lawsuit styled *Boise Disaster Services, LLC v. Meadows et al.*, (Pender County North Carolina Superior Court File No. 19 CVS 000367); file a

cancellation of lien for each lien asserted therein; and execute lien waivers for each such lien. All outstanding balances allegedly represented by each such lien are hereby discharged and cancelled. Servpro of Boise shall have no right to payment on, or to collect upon, such balances, including their associated fees, charges, and interest. Upon execution of this Agreement, Servpro of Boise shall permanently refrain from any action to collect upon the balances alleged in the above-referenced lawsuit.

4. Within seven business days of the execution of this Agreement, Servpro of Boise shall provide undersigned counsel for the State with documentation showing that Servpro of Boise has completed each of the actions it is required to take under paragraph 3.

5. The AGO, and the defendants named in the above captioned lawsuit as third-party beneficiaries, shall have the right of specific performance of the preceding paragraphs 3-4.

6. Servpro of Boise consents to the exercise of personal jurisdiction over it by the Superior Courts of the State of North Carolina in connection with any and all actions concerning this Agreement or the breach thereof. This Agreement shall be governed by the laws of the State of North Carolina.

7. The Parties hereby acknowledge that this Agreement is a compromise of disputed claims, and as such, does not constitute an admission of liability of any sort by any party. Further, this Agreement shall not be deemed as approval by the Attorney General of any of Servpro of Boise's past business practices, and neither Servpro of Boise nor anyone acting on its behalf shall state or imply, or cause to be stated, or implied that the Attorney General, or any other governmental unit of the State of North Carolina has approved, sanctioned or authorized any past practice, act, or conduct of Servpro of Boise.

8. This Agreement shall be binding upon Servpro of Boise, its principals, directors, members, officers, parent corporations, subsidiaries, employees, representatives, agents, successors, and assigns.

9. Except as provided herein, this Agreement does not affect the rights or the obligations, if any, that any individual or entity may have with respect to Servpro of Boise. Nothing herein shall prohibit Servpro of Boise from defending itself from any claims that might be brought by any individuals, entities or parties in the lawsuit styled *Boise Disaster Services, LLC v. Meadows et al.*, (Pender County North Carolina Superior Court File No. 19 CVS 000367). Further, this Agreement does not affect the rights of Servpro of Boise against any individuals or entities, or their insurers, other than those named in the referenced lawsuit herein.

10. This Agreement shall not bind any other offices, boards, commissions, or agencies of the State of North Carolina.

11. This Agreement represents the entire Agreement between the Parties with respect to settlement of the dispute between the Parties, and it supersedes and terminates all prior discussions, agreements, offers, representations, and/or negotiations relating to settling the dispute. This Agreement may be modified only by a written instrument signed by, or on behalf of, the Attorney General and Servpro of Boise. The Parties further acknowledge this Agreement constitutes a single and entire agreement and is not severable or divisible, except if any provision

herein is found to be legally insufficient or unenforceable by a court of law, the remaining provisions shall continue in full force and effect.

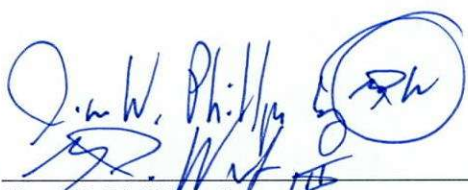
12. All of the Parties represent that they each have the power, authority and the legal right to make, deliver, and perform the terms of this Agreement and all documents related to this Agreement.

13. This Agreement may be executed by the Parties in any number of counterparts, each of which shall be an original document, but all of which taken together shall constitute one and the same document, notwithstanding that all Parties may not have executed all counterparts or the same counterpart.

THE UNDERSIGNED, WHO HAVE THE AUTHORITY TO CONSENT AND SIGN ON BEHALF OF THE PARTIES IN THIS ACTION, HEREBY CONSENT TO THE FORM AND CONTENT OF THE FOREGOING SETTLEMENT AGREEMENT.


This 5th day of August, 2020.

BOISE DISASTER SERVICES, LLC

By: 
Jim W. Phillips, Jr.,
Edwin West
Brooks, Pierce, McLendon, Humphrey
and Leonard, LLP
*Attorneys for Boise Disaster Services,
LLC*

By: 
Christina Isaacson
President/Member-Manager
Boise Disaster Services, LLC

STATE OF NORTH CAROLINA
ex. rel. JOSHUA H. STEIN
ATTORNEY GENERAL

By: 
Daniel Wilkes
Assistant Attorney General

K.D. Sturgis
Special Deputy Attorney General