

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 19CV00113B0

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

Plaintiff,)

v.)

GEORGE EDWARD HALL II,)
individually and in his capacity as owner)
and/or operator of Carolina Structures, Inc.,)
Titan Concrete, Inc., Carolina Buildings,)
LLC, Titan Outdoor Impressions, Inc.,)
Kahuna Concrete, and Affordable)
Contractors;)
CAROLINA STRUCTURES, INC.;)
TITAN CONCRETE, INC.;)
CAROLINA BUILDINGS, LLC;)
TITAN OUTDOOR IMPRESSIONS, INC.;)
KAHUNA CONCRETE; and)
AFFORDABLE CONTRACTORS,)

Defendants)

CONSENT JUDGMENT

THIS CAUSE came to be heard and was heard before the undersigned Superior Court Judge for entry of a Consent Judgment at the joint request of Plaintiff State of North Carolina, by and through Attorney General Joshua H. Stein, and Defendants George Edward Hall II, Carolina Structures, Inc., Titan Concrete, Inc., Carolina Buildings, LLC, Titan Outdoor Impressions, Inc., Kahuna Concrete, and Affordable Contractors (“Defendants”).

PARTIES

1. Plaintiff is the State of North Carolina *ex rel.* Joshua H. Stein, Attorney General (“the State”).

2. Defendants are George Edward Hall II (“Hall”), Carolina Structures, Inc., Titan Concrete, Inc., Carolina Buildings, LLC, Titan Outdoor Impressions, Inc., Kahuna Concrete, and Affordable Contractors.

FINDINGS OF FACT

3. The State filed its Complaint, Motion for Temporary Restraining Order, and Motion for Preliminary Injunction, with supporting affidavits, on January 23, 2019.

4. In its Complaint, the State alleged that Defendants engaged in trade and commerce affecting consumers within the meaning of the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.* The State further alleged that Defendants engaged in misleading and deceptive practices in violation of N.C. Gen. Stat. § 75-1.1, *et seq.* The State sought a permanent injunction, restitution, civil penalties, and other equitable relief against Defendants, alleging that Defendants, in their ownership and/or operation of a contracting business, engaged in a pattern and practice that included, *inter alia*:

- (a) taking money from consumers while failing to complete the construction project as contractually promised;
- (b) failing to refund consumers’ advance payments even though Defendants did no work;
- (c) making false promises that the contractually-promised work would eventually be completed;
- (d) making false promises that the consumers’ advance payment would be returned;
- (e) making excuses for the failure to work on the project, which, upon information and belief, were false; and
- (f) using multiple business names for the purpose of deceiving consumers, as consumers tried to do due diligence to investigate and select a reputable contractor.

5. Based on the State's review of consumer complaints and Defendant Hall's business records, Hall owes restitution to 17 consumers in the amount of \$122,270.25 (the "restitution amount").

6. On January 28, 2019, pursuant to N.C. Gen. Stat. § 75-14, Superior Court Judge Keith Gregory granted the State's Motion for a Temporary Restraining Order ("TRO") against Defendants. Among other provisions, the TRO enjoined Defendants from offering and performing contracting services.

7. On February 11, 2019, Superior Court Judge Bryan Collins entered a Consent Preliminary Injunction against Defendants, enjoining Defendants from, *inter alia*, offering and performing contracting services, except that Defendant Hall was not prohibited from being employed by an individual or business that provides such services, as long as Hall: did not operate and had no ownership in the business; did not manage or control any aspect of the business or its finances; and was compensated by the business as a W-2 employee.

8. The parties have consented to the entry of this Consent Judgment.

CONCLUSIONS OF LAW

9. At all relevant times, Defendants have resided and conducted business in the State of North Carolina.

10. The conduct alleged in the Complaint is in or affecting commerce.

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

12. The Complaint states a cause of action against Defendants upon which relief may be granted.

13. Good cause exists for the Court to enter this Consent Judgment, as set forth herein, and entry of this Consent Judgment is in the public interest.

14. The parties have agreed to resolve their differences, and the agreement of the parties is just and reasonable with respect to all parties. The Court approves the terms of the parties' agreement and adopts them as its own determination of the parties' respective rights and obligations.

15. This Consent Judgment does not constitute evidence against or admission by any party.

16. This Consent Judgment shall not limit the rights of any private party to pursue any remedy allowed by law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

INJUNCTIVE RELIEF

17. Defendants and/or their businesses, agents, employees, and corporate successors or assigns, and any persons acting in concert with them, are hereby permanently restrained and enjoined from engaging in unfair or deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1, including but not limited to the acts and practices listed in Paragraph 49 of Plaintiff's Complaint, attached hereto as Exhibit 1.

18. For a period of 180 days following entry of this Consent Judgment, Defendants and/or their businesses, agents, employees, and corporate successors or assigns, and any persons acting in concert with them, are restrained and enjoined from:

- (a) advertising, offering, soliciting, or entering into agreements with consumers for the purpose of performing or purporting to perform contracting services, including the building or delivery of sheds or barns; and
- (b) accepting payment from consumers for any contracting work, including payment for the building or delivery of sheds or barns.

19. The foregoing shall not prohibit Hall from being employed by an individual or business that provides contracting services, as long as Hall: does not operate and has no ownership interest in the business; does not manage or control any aspect of the business or its finances; and is compensated by the business as a W-2 employee.

20. Hall shall be permitted to begin operating his own contracting business 180 days after entry of this Consent Judgment, and may continue operating said business provided he: does not engage in unfair or deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1, including but not limited to the acts and practices listed in Paragraph 49 of Plaintiff's Complaint; has fully complied with, and continues to fully comply with, the restitution payment plan set forth in the "Monetary Relief" portion of this Consent Judgment immediately herein.

MONETARY RELIEF

21. Defendants are ordered to pay \$122,270.25 to the State, plus interest, the liability for which shall be joint and several. This payment shall be used for restitution to consumers affected in this case. Defendants' payment(s) shall be made as follows:

- (a) Upon entry of this Consent Judgment, Hall shall remit payment to the State in the amount of \$10,000.00. Payment shall be made by check drawn on the trust account of Hall's counsel, and shall be payable to "North Carolina Department of Justice."
- (b) Payment of the remaining restitution balance of \$112,270.25, plus interest at the rate of 8%, shall be made over four years, commencing on the date of entry of this Consent Judgment, as set forth in Exhibit 2 attached hereto.
- (c) Hall shall remit the monthly payments set forth in Exhibit 2 to his undersigned counsel, to be kept in his counsel's trust account; Hall's counsel shall then remit these payments to the State on a quarterly basis. The checks drawn on counsel's

trust account shall be made payable to “North Carolina Department of Justice” and sent to the following address:

North Carolina Department of Justice
Consumer Protection/Financial Fraud
114 W. Edenton Street
Raleigh, NC 27603
Attn: Stuart M. (Jeb) Saunders

- (d) The State shall distribute the restitution payments to the 17 consumers on a *pro rata* basis.

22. Defendants shall reimburse the State for court, litigation and settlement costs, and attorneys’ fees in the amount of \$10,000.00; the liability for this payment shall be joint and several. The State’s collection of the \$10,000.00 is suspended during the time of Defendants’ full compliance with the Consent Judgment, and further, the State will waive the \$10,000.00 payment four (4) years from the date of the Consent Judgment, provided the Defendants have fully complied with all terms of the Consent Judgment, including making full on-time payments as set out in paragraph 21 of this Consent Judgment and fully complying with the injunctive provisions set forth in paragraphs 17 through 20 of this Consent Judgment.

23. Defendants shall pay \$100,000.00 in civil penalties pursuant to N.C. Gen. Stat. § 75-15.2; the liability for this payment shall be joint and several. The State’s collection of the \$100,000.00 is suspended during the time of Defendants’ full compliance with the Consent Judgment, and further, the State will waive the \$100,000.00 payment four (4) years from the date of this Consent Judgment, provided that Defendants have fully complied with all terms of the Consent Judgment, including making full on-time payments as set out in paragraph 21 of this Consent Judgment and fully complying with the injunctive provisions set forth in paragraphs 17 through 20 of this Consent Judgment.

So Ordered, this the 15th day of September, 2020.

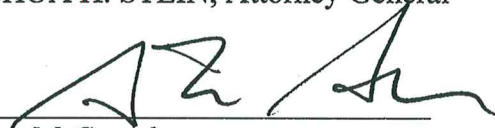


Superior Court Judge

CONSENTED TO:


BY:

STATE OF NORTH CAROLINA,
JOSHUA H. STEIN, Attorney General




Stuart M. Saunders
Special Deputy Attorney General

9/15/2020
Date



George Edward Hall II, individually and
and in his capacity as owner and/or operator of
Carolina Structures, Inc., Titan Concrete, Inc.,
Carolina Buildings, LLC, Titan Outdoor Impressions, Inc.,
Kahuna Concrete, and Affordable Contractors

Sept 14, 2020
Date



Daniel T. Barker, Esq.
Attorney for Defendants George Edward Hall II,
Carolina Structures, Inc., Titan Concrete, Inc.,
Carolina Buildings, LLC, Titan Outdoor Impressions, Inc.,
Kahuna Concrete, and Affordable Contractors

9/14/2020
Date