

STATE OF NORTH CAROLINA

FILED IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

WAKE COUNTY

2021 JUN 17 P 3:00

File No. _____

STATE OF NORTH CAROLINA, *ex rel.*

WAKE CO., C.S.C.

JOSHUA H. STEIN, Attorney General, *by*

Plaintiff,

v.

COMPLAINT**(Temporary Restraining Order Requested)**JASON RANDAL DUDLEY, Individually
and d/b/a "Jason's Mobile Outboard Repair"
and "Jason's Mobile Outboard Repair, LLC,"

Defendant.

INTRODUCTION

Plaintiff State of North Carolina, *ex rel.* Joshua H. Stein, Attorney General (the "State" or "Plaintiff"), brings this deceptive trade practices case against Defendant, Jason Randal Dudley ("Defendant"). The State alleges that Defendant collects advance payments for boat motor repair services but then fails to perform the repairs, or else performs shoddy repairs, and then fails to refund consumers for his non-existent or shoddy work. The State further alleges that, after failing to perform the repairs, Defendant engages in a regular practice of misrepresenting the status of repairs to consumers, including, for example, by falsely claiming to have ordered parts that Defendant has not ordered or by claiming to be self-quarantining after having been exposed to COVID-19. In short, Defendant engages in a pattern of behavior that shows a lack of intent to complete the repair services for which Defendant advertises and collects advance payments, resulting in ongoing, immediate, and irreparable injury to consumers who are owed refunds for work that was promised but never performed, all in violation of North Carolina's Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.* The State seeks temporary,

preliminary, and permanent injunctive relief against Defendant, together with restitution for consumers, civil penalties, attorney fees, and other relief.

PARTIES

1. Plaintiff is the State of North Carolina, by and through its Attorney General, Joshua H. Stein, who brings this action pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

2. Upon information and belief, Defendant is a resident of Wake County, North Carolina, and resides at 605 North Street, Fuquay-Varina, North Carolina, 27526.

FACTUAL ALLEGATIONS

A. Defendant's Business Practices

3. Defendant operates a boat motor repair business engaged in trade and commerce within North Carolina through a regular practice of advertising and of directly soliciting customers to purchase mobile boat repair services, visiting the homes of consumers and examining the consumer's boat motor for needed repair, contracting with consumers to complete such repair services, and collecting advance payment for such repair services, all within North Carolina.

4. At all relevant times prior to July 22, 2020 alleged herein, Defendant did business in North Carolina under his name and as "Jason's Mobile Outboard Repair." On or about July 22, 2020, Defendant filed Articles of Organization for "Jason's Mobile Outboard Repair, LLC" and, upon information and belief, also began doing business as Jason's Mobile Outboard Repair, LLC.

5. Defendant maintains a Facebook web page at the following link: <https://www.facebook.com/jasonsmobileoutboardrepair>. The page offers mobile mechanic services for the repair of boat motors, including but not limited to offering the following: "maintenance, oil changes, water pumps, and carburetor rebuilds with fast turnaround, familiar

with multiple brands. You can come to us or we can come to you.” Copies of text and images from the web page are attached as “Plaintiff’s Exhibit 1.”

6. After a consumer contacts Defendant requesting repair services, Defendant visits the home of the consumer, examines the consumer’s boat motor for any needed repairs, and provides a written invoice to the consumer which includes a list of all needed repairs and the cost of completing such repair.

7. Defendant demands and collects a substantial advance payment (ranging from approximately \$400.00 to \$3,800.00) from consumers before agreeing to perform any repair work.

8. After collecting a substantial advance payment from consumers for the performance of repair work, Defendant regularly fails to perform any of such repair work.

9. Defendant regularly collects an advance payment from consumers for ordering parts that Defendant claims are necessary for completing repairs. In many instances, Defendant overcharges the consumer for such parts and/or never orders such parts and instead keeps some or all of the consumer’s payment.

10. When consumers contact Defendant inquiring about the amount of repair services completed to their boat, Defendant routinely either fails to respond or responds with a false statement.

11. When consumers contact Defendant inquiring about the amount of repair services completed to their boat, Defendant routinely falsely claims that parts have been ordered and that he is waiting for the delivery of the parts when such is not the case.

12. When Defendant performs repair services to boats placed under his care by consumers, such work is often incomplete or faulty. In some instances, Defendant damages boats that are placed under his care.

13. When consumers, who have paid Defendant in advance, contact Defendant and request a refund after he has failed to perform work as agreed, Defendant does not provide the consumer with a refund of any portion of the amount paid by the consumer in advance.

14. In some instances when Defendant fails to complete repairs as agreed, Defendant refuses to refund any portion of the amount paid by the consumer in advance or refuses to return parts owned by the consumer unless the consumer agrees to remove any negative online reviews placed by the consumer and/or agrees to sign a document purportedly releasing Defendant from liability.

Experiences of Keith Gsell

15. On May 15, 2020, Defendant came to Jordan Lake in Raleigh to remove, re-build, and remount a carburetor to Keith Gsell's 1996 Sea Ray boat.

16. Defendant demanded an advance payment of four hundred dollars (\$400.00) for the repairs and Mr. Gsell paid the full advance payment.

17. For four months, Defendant failed to complete any repairs to Mr. Gsell's boat. When Mr. Gsell contacted Defendant and asked about completion of the repairs, Defendant routinely responded with false promises to complete the repair.

18. On July 9, 2020, in order to complete the repairs that were never performed by Defendant, Mr. Gsell purchased a used carburetor for three hundred and twenty-two dollars (\$322.00) and paid one hundred and twenty-five dollars (\$125.00) to another mechanic to have it mounted.

19. While waiting for Defendant to complete repairs that were never performed, Mr. Gsell incurred more than one thousand dollars (\$1,000.00) in slip fees without the use of the boat.

20. Defendant has failed to give Mr. Gsell a refund of any portion of the amount that he paid in advance for the repairs that were never completed.

21. On September 28, 2020, Mr. Gsell was awarded a judgment in Wake County Small Claims Court against Defendant in the amount of five hundred and twenty-one dollars (\$521.00) that also demanded that Defendant return Mr. Gsell's carburetor. Defendant has failed to return the carburetor and failed to pay any amount in compliance with the judgment. The State is not seeking a double recovery of restitution for Mr. Gsell, but asserting that Mr. Gsell's experiences and judgment in his favor provide further support for the injunctive relief sought by the State.

22. Mr. Gsell's affidavit, summarizing his consumer complaint submitted to NCDOJ, is attached as "Plaintiff's Exhibit 2" and incorporated by reference.

Experiences of Tonya Price

23. On May 16, 2020, Tonya Price contacted Defendant and requested his boat repair services.

24. On that same day, Defendant visited Ms. Price's home, examined her boat for needed repairs, gave her a written contract for repairing the boat's engine, and collected an advance payment of one thousand seven hundred and thirty-five dollars (\$1,735.00) for parts and for half of the labor. Defendant then promised that he would order the parts necessary for the repair and that he would call Ms. Price to schedule a time to complete the repairs once he had received the ordered parts.

25. Defendant never contacted Ms. Price, failed to complete the promised repairs for several months, and either failed to respond or responded with a false statement whenever she contacted Defendant inquiring about the status of completion of repairs.

26. On September 1, 2020, Ms. Price was awarded a judgment in Wake County Small Claims Court against Defendant in the amount of one thousand seven hundred and thirty-five dollars (\$1,735.00). Defendant has failed to pay any amount in compliance with the judgment. The State is not seeking a double recovery of restitution for Ms. Price, but asserting that Ms. Price's experiences and judgment in her favor provide further support for the injunctive relief sought by the State.

27. Ms. Price's affidavit, summarizing her consumer complaint submitted to NCDOJ, is attached as "Plaintiff's Exhibit 3" and incorporated by reference.

Experiences of Gavigan Russell

28. After examining Gavigan Russell's boat on May 20, 2020, Defendant promised to repair the boat and replace all faulty engine parts within two weeks.

29. On that same day, Mr. Russell paid Defendant one thousand five hundred dollars (\$1,500.00) in advance for the parts and labor needed for the repair.

30. Although Defendant had advertised his repair business as "mobile," Mr. Russell was instructed to deliver his boat to Defendant's father's home before Defendant could begin the repairs.

31. Mr. Russell delivered the boat to Defendant's father's home as instructed by Defendant.

32. For approximately three months, Defendant failed to complete any repairs to Mr. Russell's boat.

33. When Mr. Russell inquired about the status of completion of the repairs, Defendant either failed to respond or responded with a false statement.

34. Defendant has failed to give Mr. Russell a refund of any portion of the amount that he paid in advance for the repairs that Defendant failed to complete.

35. Mr. Russell's affidavit, summarizing his consumer complaint submitted to NCDOJ, is attached as "Plaintiff's Exhibit 4" and incorporated by reference.

Experiences of Jason Parker

36. On or about June 8, 2020, Jason Parker delivered his boat to Defendant for repair.

37. Defendant provided Mr. Parker with a work order for repairs, which included replacing the impeller and clearing out the clogged "tell tale" hole.

38. As demanded by Defendant, Mr. Parker signed the work order and paid Defendant an advance cash payment of five hundred dollars (\$500.00) for labor and parts.

39. On June 23, 2020, when he discovered that Defendant had not yet acquired the proper parts for repair, Mr. Parker bought and delivered the necessary parts to Defendant's house.

40. On June 25, 2020, after discovering that Defendant had failed to complete any repairs to his boat, Mr. Parker asked to retrieve his boat from Defendant. Defendant stated that he was in the hospital with his daughter and that he would leave the keys in the boat for Mr. Parker to pick it up the following day.

41. On the following day, Mr. Parker retrieved his boat.

42. When Mr. Parker retrieved his boat, he discovered that the boat was missing accessories, including a push pole and drain plugs.

43. Mr. Parker then took his boat to another mechanic who cleared the tell tale hole within fifteen minutes. Additionally, the mechanic stated that the impeller was not bad and that it did not need to be replaced as Defendant had claimed.

44. Mr. Parker then informed Defendant of the other mechanic's work and diagnostic report and requested a refund. Mr. Parker and Defendant agreed that Defendant would issue Mr. Parker a refund of two hundred and fifty dollars (\$250.00) if Mr. Parker agreed to delete all negative reviews that he had placed on social media.

45. Mr. Parker deleted all negative reviews on social media, but Defendant has not refunded any portion of Mr. Parker's advance payment.

46. Mr. Parker's affidavit, summarizing his consumer complaint submitted to NCDOJ, is attached as "Plaintiff's Exhibit 5" and incorporated by reference.

Experiences of Randall Blair

47. After Randall Blair contacted Defendant to request his services in repairing his boat, Defendant visited his house and examined his boat on June 23, 2020.

48. Defendant provided Mr. Blair with an invoice and promised him that he could have the boat fully repaired before July 5, 2020, when Mr. Blair and his family had planned vacation travel with the boat.

49. Mr. Blair paid Defendant one thousand five hundred and eighty-seven dollars (\$1,587.00) in advance to repair the boat's engine and rebuild its water pump. For several days, Defendant failed to fix problems with the boat's engine.

50. After several days of failing to perform repair, Defendant stated that he needed a vapor separator tank (vst) in order to complete repair to the engine and collected an additional eight hundred dollars (\$800.00) from Mr. Blair for the part. Mr. Blair later discovered that the part could be purchased for three hundred dollars (\$300.00) or less.

51. Defendant apologized to Mr. Blair for the delay in repairing the boat and promised to "make it right" by doing extra work—including adding a steering cable, tilt and trim, and new

gauges for the helm of the boat—at a discounted price. Mr. Blair then paid Defendant two thousand four hundred and fifty dollars (\$2,450.00) for the extra work.

52. Defendant never completed any of the promised repairs to Mr. Blair's boat.

53. When Mr. Blair retrieved the boat, he discovered that the boat's motor and control box were significantly damaged, that many of its bolts, screws and gaskets were missing, and that the boat remained inoperable.

54. Defendant has failed to give Mr. Blair a refund of any portion of the amount that he paid in advance for the repairs that Defendant failed to complete.

55. Mr. Blair's affidavit, summarizing his consumer complaint submitted to NCDOJ, is attached as "Plaintiff's Exhibit 6" and incorporated by reference.

Experiences of Heather Abruzzino

56. After Heather Abruzzino requested Defendant's boat repair services, Defendant visited her home and examined her boat on August 24, 2020.

57. After examining the boat, Defendant provided Ms. Abruzzino with an invoice that included the cost of parts and labor for repair of the boat's engine.

58. At Defendant's request, Ms. Abruzzino paid for all of the needed parts and half of the labor, which totaled an advance payment of three thousand eight hundred and four dollars (\$3,804.00).

59. Upon receiving payment, Defendant promised to return two days later and complete the repairs.

60. Defendant did not return as promised, but instead sent a text message to Ms. Abruzzino stating that he had not received necessary parts because they were "on back order."

61. When Ms. Abruzzino later contacted the company from which Defendant had claimed to have ordered parts, she was unable to find any record that parts were ordered by Defendant.

62. Defendant has failed to complete any repairs to Ms. Abruzzino's boat or to provide her with a refund.

63. Ms. Abruzzino's affidavit, summarizing her consumer complaint submitted to the North Carolina Department of Justice's Consumer Protection Division (hereafter "NCDOJ"), is attached as "Plaintiff's Exhibit 7" and incorporated by reference.

Experiences of John Lytvinenko

64. On September 8, 2020, John Lytvinenko paid Defendant six hundred and five dollars (\$605.00) in cash as an advance payment for repair of three carburetors from his boat's engine, and left the carburetors with Defendant for repair.

65. Defendant promised to have the carburetors repaired and installed onto Lytvinenko's boat's engine, as well as to have the boat running, within one week.

66. For several weeks, Defendant failed to perform the repairs.

67. When Mr. Lytvinenko called or sent text messages to Defendant inquiring about the status of completion of repairs, Defendant gave numerous excuses for not completing the work, including that he was awaiting parts, that he was quarantining after being exposed to COVID-19, and that he did not feel well. In some instances, Defendant did not respond at all.

68. On September 26, 2020, Mr. Lytvinenko went to retrieve his parts from Defendant. As requested by Mr. Lytvinenko for safety, a Fuquay Varina Police Department officer accompanied Mr. Lytvinenko when he went to retrieve his parts.

69. Defendant refused to return the parts unless Mr. Lytvinenko signed a “breach of contract agreement.” Mr. Lytvinenko signed the agreement, but stated that he was signing it under duress.

70. After receiving the carburetors, Mr. Lytvinenko noticed that they looked exactly as they did before he had left them with Defendant, with no repair work having been completed on them.

71. Defendant has failed to give Mr. Lytvinenko a refund of any portion of the amount that he paid in advance for the repairs that Defendant failed to complete.

72. Mr. Lytvinenko’s affidavit, summarizing his consumer complaint submitted to NCDOJ, is attached as “Plaintiff’s Exhibit 8” and incorporated by reference.

B. Consumer Complaints Received By The Attorney General’s Office And Defendant’s Failure To Provide Appropriate Refunds

73. In support of Plaintiff’s motion for permanent injunctive relief prohibiting Defendant from engaging in unfair and deceptive trade practices, prohibiting Defendant from engaging in the business of boat repair, and granting restitution for consumers, civil penalties and attorney fees, Plaintiff incorporates herein by reference the consumer affidavits above and the affidavit of Consumer Specialist David Fox which attests to the number and nature of all consumer complaints received by NCDOJ against Defendant and is attached as “Plaintiff’s Exhibit 9.” NCDOJ has forwarded each consumer complaint to Defendant by mail and requested a response. Defendant has failed to provide any of the consumers with a refund of money collected for unperformed work.

C. Defendant’s Acts Negatively Impacted Commerce in North Carolina

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

75. Defendant has perpetrated the above alleged acts, practices, representations, and omissions upon North Carolina consumers knowingly, deliberately, and intentionally.

76. Defendant's aforesaid acts, practices, representations, and omissions have been in or affecting commerce in North Carolina and have had a significant and negative impact thereon.

77. Because Defendant has failed to either perform boat motor repair services as agreed or to provide a refund for non-existent, shoddy, or damaging repair services, consumers have suffered financial harm.

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

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

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

- a. Soliciting and receiving advance payments from consumers for boat motor repair while possessing little or no intention or ability to perform the promised work;
- b. Failing to repair consumers' boat motors after receiving payment to do so;
- c. Failing to respond or responding with a false statement when consumers demand to know whether or when their boats will be repaired;
- d. Misrepresenting to consumers that repair services have been performed on the consumer's boat, or that parts have been ordered, when such is not the case;

- e. Failing to respond or responding with a false statement when consumers demand to know whether or when their deposits or payments will be returned;
- f. Failing to refund consumers' payments after Defendant has failed to perform the services purchased by such payments;
- g. Continuing to solicit contracts and advance payments from new customers at the same time that Defendant is failing to fulfill previously signed contracts; and
- h. Refusing to refund any portion of the amount paid by the consumer in advance or refusing to return parts owned by the consumer unless the consumer agrees to remove any negative online reviews placed by the consumer and/or agrees to sign a document purportedly releasing Defendant from liability.

Plaintiff is therefore entitled to the relief requested below.

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

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

81. Defendant's misrepresentations and actions harm consumers by causing them to pay substantial amounts for work that is never performed.

82. As established by this Complaint and the attached affidavits, Defendant's above alleged practices, misrepresentations, and omissions are ongoing and illegal. Plaintiff respectfully asks the Court to issue a Temporary Restraining Order against Defendant under N.C. Gen. Stat. § 75-14 so that additional harm to the public and further violations of state law might be prevented while this action is pending. Plaintiff further asks this Court to (1) order Defendant to produce the following records within ten days of entry of the Temporary Restraining Order or no later than

three days prior to a preliminary injunction hearing, whichever is sooner: (a) a verified list of the names, addresses, phone numbers, and emails of all North Carolina consumers to whom Defendant, or any person or entity acting under Defendant's direction or control or with his approval, have provided parts or services since January 1, 2020, together with (b) all related invoices, bills, and/or estimates sent to those consumers and/or their insurers (c) an individualized accounting of all payments received from each such consumer and/or insurer, and (d) the names and addresses of all insurance policy issuers, policy numbers, and claim numbers related to repair, parts or services provided by Defendant to North Carolina consumers on or after January 1, 2020; and (2) order Defendant to maintain in his possession and control for a period of five (5) years, and in a manner designed to secure the privacy of all consumers' personal information, all business records relating to Defendant's business activities.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF PRAYS THE COURT for the following relief:

1. That Defendant, together with his agents, employees, representatives, successors and assigns, and any person or entity acting under Defendant's direction or control, be temporarily restrained, under N.C. Gen. Stat. § 75-14, from advertising boat or boat motor repair services, from soliciting customers for performing boat or boat motor repair services, from contracting to perform boat or boat motor repair services, from performing boat or boat motor repair services (including diagnostic services), from collecting payment for boat or boat motor repair services (including diagnostic services) in North Carolina, and from destroying, transferring, concealing, altering, or removing from their possession or control any business records related to Defendant's business activities;

2. That the Court schedule a hearing to determine whether the Temporary Restraining Order, or some reasonable modification thereof, should not be continued in the form of a Preliminary Injunction pending the final adjudication of this cause;

3. That upon final adjudication of this cause, the terms of the Preliminary Injunction continue in the form of a Permanent Injunction, pursuant to N.C. Gen. Stat. § 75-14;

4. That Defendant be ordered, pursuant to N.C. Gen. Stat. § 75-15.1, to pay restitution to all consumers who suffered injury due to Defendant's unlawful acts and practices;

5. That Plaintiff recover civil penalties of five thousand dollars (\$5000.00) from Defendant for each Unfair and Deceptive Trade Practice found by the Court, pursuant to N.C. Gen. Stat. § 75-15.2;

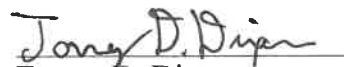
6. That Defendant be ordered to reimburse Plaintiff for its attorney's fees and litigation expenses in this action, pursuant to N.C. Gen. Stat. § 75-16.1;

7. That the costs of this action be taxed to Defendant;

8. That Plaintiff be granted such other and further relief as to the Court deems just and appropriate.

Respectfully submitted, this the 17th day of June, 2021.

JOSHUA H. STEIN
Attorney General


Torrey D. Dixon
NC Bar No. 36176
Assistant Attorney General
Consumer Protection/Antitrust Division
P.O. Box 629
Raleigh, NC 27602
(919) 716-6030
tdixon@ncdoj.gov

12:40



Jason's Mobile Outboard Re...



Home

Posts

Videos

Photos

About

Communit



Jason's Mobile Outboard Repair LLC

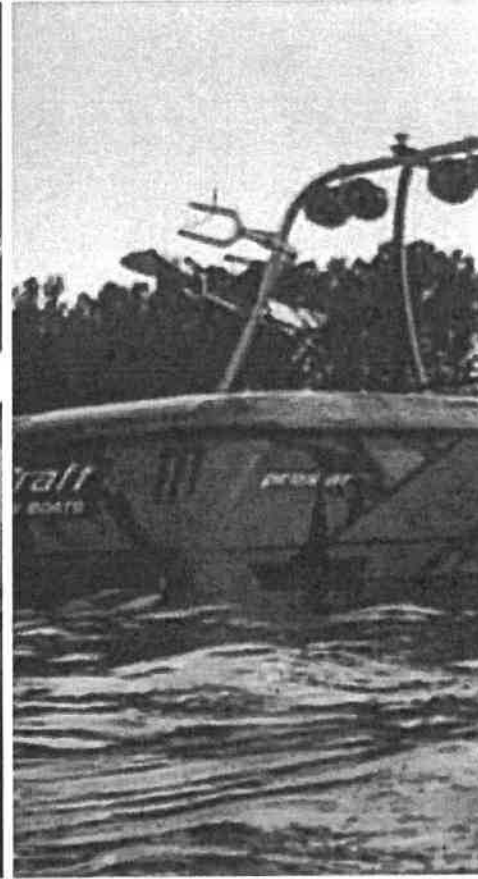
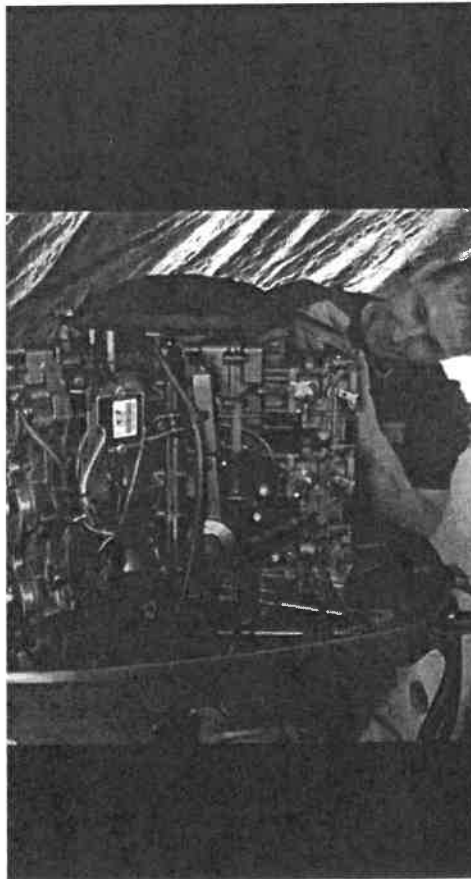
Jul 21, 2019 · 🌐

Are you looking for a Mobile outboard mechanic? We have been servicing boats for 10years as an avid boater, skier, and fisherman. We offer maintenance, oil changes, water pumps, and carburetor rebuilds with fast turnaround. familiar with multiple brands. You can come to us or we can come to you.

Contact us to schedule an appointment today!

919-897-3115Jason

<https://www.facebook.com/jasonsmobileoutboardrepair/>



Call Now



...



EXHIBIT

tabbles

1

12:39



Jason's Mobile Outboard Re...



Home

Posts

Videos

Photos

About

Communit



Custom Wildlife Creations
Taxidermist



Like



Message



WRAL M
Journalist
26K follow



Like



Jason's Mobile Outboard Repair LLC

Jul 21, 2019 · 🌐

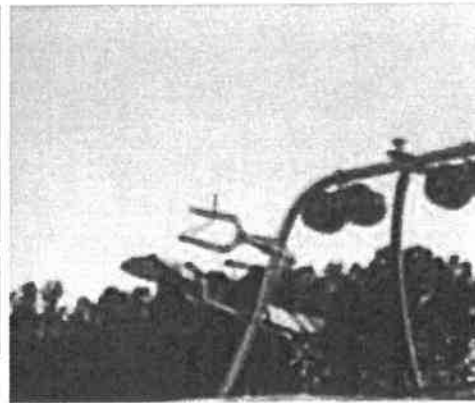
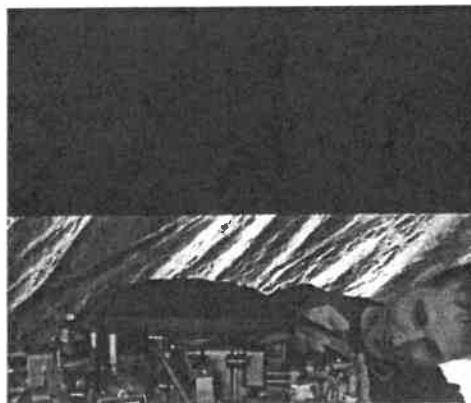


Are you looking for a Mobile outboard mechanic? We have been servicing boats for 10years as an avid boater, skier, and fisherman. We offer maintenance, oil changes, water pumps, and carburetor rebuilds with fast turnaround. familiar with multiple brands. You can come to us or we can come to you.

Contact us to schedule an appointment today!

919-897-3115Jason

<https://www.facebook.com/jasonsmobileoutboardrepair/>



Call Now



12:40



< Jason's Mobile Outboard Re...



Jason's Mobile Outboard Repair LLC

Automotive, Aircraft & Boat



Like

Call Now



414 people like this

Home

Posts

Videos

Photos

About

Communit

Videos



Rebuilt trim and tilt full service water pum...

Reb



STATE OF NORTH CAROLINA
COUNTY OF DURHAM

AFFIDAVIT OF KEITH GSELL

Keith Gsell, being first duly sworn, deposes and says as follows:

1. My name is Keith Gsell and I presently live at 30 Forest Creek Drive, Durham, NC 27713.
2. I have a 1996 Sea Ray boat moored at Jordan Lake. On May 15, 2020, Jason Dudley came to the lake to remove, re-build, and re-mount a carburetor on my boat.
3. Mr. Dudley required an upfront payment of half the cost of \$640, the total cost reflected in the contract. However, he asked me to round up the check to \$400. So, I did.
4. For the next four months, Mr. Dudley delayed, changed excuses, and made unfulfilled promises to do the work while my boat sat at Jordan Lake.
5. Mr. Dudley never returned my carburetor that he says is rebuilt, nor did I receive any cash back.
6. On July 9, 2020, I had to buy a used carburetor for \$322 and I paid \$125 to have it mounted. Additionally, I have incurred \$1,000 in slip fees without the use of the boat.
7. At latest count, I am one of twelve people in the same or similar situation.
8. Due to his inaction, I took him to court on September 23, 2020. We are waiting on the outcome from Judge Washington in Wake County.

I affirm, under the penalties for perjury, that the foregoing representation(s) is (are) true.

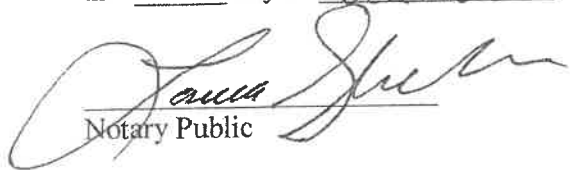


KEITH GSELL

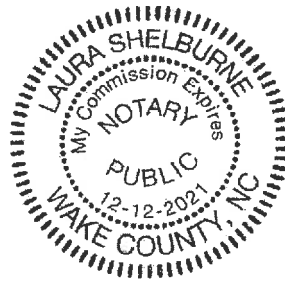
Sworn to and Subscribed before me



this 17th day of December, 2020.


Notary Public

My Commission Expires 12-12-2021



STATE OF NORTH CAROLINA
COUNTY OF WAKE

AFFIDAVIT OF TONYA PRICE

Tonya Price, being first duly sworn, deposes and says as follows:

1. My name is Tonya Price and I presently live at 1000 Hidden River Court, Raleigh, North Carolina 27614.
2. On May 16th, 2020 I contacted Jason's Mobile Outboard Repair to help with a repair on my boat. Jason then arrived at my home to diagnose the problem.
3. Jason quickly took the vapor separator tank (vst) off from the motor and claimed he knew with certainty the common problem that plagued my new boat's motor. He then wrote up a contract for pricing. He required a payment to be made upfront for all parts and half of the cost of labor. My spouse sent him a total of \$1,735 by using the Cash App application on his mobile phone. Jason then said he would order the parts immediately and barring any delays procuring those parts he would complete the work quickly. Hopefully, he claimed, he could even finish while we were out of town the following week.
4. He and his partner (Lindsay Elliott), immediately began suggesting other repairs that would also be necessary and asked for more money upfront. My spouse and I declined any additional services and upfront payment. He repeated this request for more services and payment when he called several days later to explain that he would prefer not to do the work until we could be present. Now slightly concerned that we may have made a mistake, we again declined the service and suggested that once he successfully completed these repairs, we would consider giving him our business going forward.
5. At this point, Jason began providing a litany of excuses for cancelling several scheduled



dates to complete the repairs and stories as to why he was unable to finish the repairs over the course of the next several weeks and months, always certain to clarify that everything was 'out of his control'. Over a short amount of time, these excuses and stories began to fundamentally conflict with each other. Initial excuses for multiple cancellations of scheduled repair dates were due to COVID19 exposure, multiple short notice 'emergency' court dates for custody of his children, and weather 'issues.' Subsequent excuses for not rescheduling the repairs were backordered parts or parts the 'factory' missed in kits he claimed to have ordered. If parts had still not been received so many months into this process, then the initial excuses related to personal issues and weather do not make sense. Additionally, outside of a single 'needle valve' invoice from Chatlee Marine in Sanford, NC, Jason could provide no proof of ever ordering any parts for our repairs.

6. After multiple months in this cycle of conflicting excuses on a Friday, Jason finally said he received the 'final parts' necessary to complete the work and promised in writing that he would complete the work the following Monday. Apparently, while he quickly came on a Saturday to disassemble our motor and take a large cash deposit, he no longer worked on weekends. Knowing more excuses would come, we pressed Jason on the weather forecast and he agreed in text to work under a tent if necessary. That Sunday, Jason called to cancel in advance because there was rain in the forecast in his area and now stated that he preferred to do such complex work with 'no moisture in the air.' Jason lives in Fuquay Varina. We live 40 miles away in Wake Forest where the repairs were to be done onsite. Over the next several days, it never rained in our location. Yet due to the forecast in Fuquay, Jason refused to reschedule the work.

7. At this point, we informed Jason that we no longer wished to do business with him. We further explained that we expected him to refund our money outside of any parts ordered and that he needed to return those as well as our original VST tank. We explained that if he refused, we would have no choice but to file a claim in small claims court. Jason responded that his 'lawyer' advised him that we would have to pay the remaining amount for labor before he would be willing to return our parts.
8. We filed an action against him in Wake County Small Claims Court. The court awarded judgment in my favor, for all money to be refunded to me, on September 1, 2020. We are still following the proper steps to try to collect the money he owes as well as the original parts that while they were unfortunately not part of the official judgement, remain our property that he refuses to return. On December 2, 2020 the Wake County Sheriff's department served Jason with the necessary notice of his 'right to exempt property' from collection efforts. With no response yet, as of 12/22/2020, we will file the formal 'writ of execution' allowing for the ultimate sale of Jason's property in order to satisfy the debt and accruing interest.
9. As we researched Jason's business online as a part of preparing for court, we found well over a dozen other Jason's 'victims', whose stories were all extremely similar to ours. All involved a quick diagnosis of the problem, a large cash deposit, subsequent requests for more money and then a long period of weeks/months filled with the same excuses Jason gave us. None of them ever had any work completed by Jason. Many filed similar cases in Small Claims Court. in every case that has been completed, Jason has lost and been ordered by the court to refund part or all of the fees received. In one instance instead of filing a claim, another 'victim' filed criminal charges against Jason and had him arrested.

Many of us showed up for the court date in XXX County. Jason had the case continued due to lack of counsel. Seeing the show of support, Jason negotiated and ultimately refunded this person's money to avoid being convicted of criminal charges. To date, this is the only 'victim' to have their money returned.

10. Given the similar experience of so many other customers of Jason's mobile outboard repair business and additionally finding several customers of his now defunct taxidermy business where he also collected deposits and then failed to complete the work, it is clear that this is a fraudulent scheme rather than an actual business. In support of this fact, you have to look no further than the number of other recent victims with the exact same story many of which have won similar and similarly unpaid judgements against him.
11. It is my belief that Jason never intended to do the repairs on my boat that we contracted and paid a \$1700 deposit to complete. To make this fact even more clear than the number of other recent victims of Jason's mobile outboard repair business, it is easy to find several reviews online from his taxidermy victims that have been waiting multiple years for work they paid for up front to be completed.
12. While I will continue to follow the legal process to collect the money Jason owes us, I believe it is critically important to stop Jason from purporting this same scheme of collecting money for services with no intention of completing work. Whether its taxidermy, boat engine repair or his most recent scam of dog training, Jason's fraudulent and criminal business practices must be ended.

I affirm, under the penalties for perjury, that the foregoing representation(s) is (are) true.



TONYA PRICE

Sworn to and Subscribed before me

this _____ day of _____, 2020.

Notary Public

My Commission Expires _____

STATE OF NORTH CAROLINA
COUNTY OF CHATHAM

AFFIDAVIT OF GAVIGAN G. RUSSELL

Gavigan G. Russell, being first duly sworn, deposes and says as follows:

1. My name is Gavigan G. Russell and I presently live at 202 Arcadia Lane, Pittsboro, NC 27312.
2. On May 20, 2020, I paid Jason Dudley \$1500 upfront to fix, repair and replace parts on the outboard engine on my boat. He received the money and told me that he could have the repairs completed within two weeks.
3. At a certain point, I was required to deliver my boat to Jason's dad's house even though he had claimed to be a mobile repair business.
4. After nearly 3 months, a variety of excuses, reading several bad reviews, and never receiving any completion updates, or invoices for parts or other charges, I decided to pick up my boat and stop working with Jason.
5. Jason has refused to refund the \$1500 that I paid to him in advance for the work that he never completed.

I affirm, under the penalties for perjury, that the foregoing representation(s) is (are) true.


GAVIGAN G. RUSSELL

Sworn to and Subscribed before me

this 18th day of December, 2020.

Notary Public

My Commission Expires _____



STATE OF NORTH CAROLINA
COUNTY OF WAKE

AFFIDAVIT OF JASON PARKER

Jason Parker, being first duly sworn, deposes and says as follows:

1. My name is Jason Parker and I presently live at 204 Fairchild Downs Place, Cary, NC 27518.
2. On June 8, 2020, I brought my boat to Jason Dudley for repair. A work order was developed and I signed it. I agreed for boat repairs to include replacing the impeller and clearing out the clogged pee hole. As required by Jason Dudley, I paid \$500 in cash as an advance payment (\$250 was for parts and \$250 was for labor) on the following day.
3. On June 23, 2020, I discovered that Mr. Dudley still did not have the proper part for completing the repair work. I ordered the proper part from Chatlee and delivered it to Mr. Dudley's house.
4. On June 25, 2020, Mr. Dudley stated that Chatlee had provided the wrong part. I then requested to get my boat back. Mr. Dudley stated he was in the hospital with his daughter. He agreed he would leave keys in the boat for us to pick-up the following day. I picked up the boat from Mr. Dudley the next day and returned to the beach.
5. On June 27, 2020, I notified Mr. Dudley that the pee hole was not fixed. I informed him another mechanic was able to clear it out in 15 minutes, for no additional charge. This other mechanic also confirmed our impeller was not bad and didn't need to be replaced.
6. I requested a full refund. We agreed to settle for \$250 (which included the price of parts). Mr. Dudley agreed to refund \$250 in exchange for us taking down our negative social media reviews.
7. The reviews were removed but we never received the promised refund. I attempted to settle with Mr. Dudley multiple times (text history available). I then reposted the negative google and Yelp reviews given that he did not issue the refund as agreed.
8. My boat was also missing accessories, including a push pole and drain plugs that we had to replace, after Mr. Dudley returned it. I feel I should be reimbursed for these as well.
9. On July 25, 2020, I was contacted by Mr. Dudley after my Yelp review went back up. He requested that I remove it again. He offered to meet and he would write me a check. I did not want to accept a check because I was afraid that it would be worthless. I requested that he issue the refund in cash, but Mr. Dudley refused to issue the refund in cash.



10. I notified Jason that my negative reviews will stay up until his payment of the agreed upon settlement amount is made. Jason then agreed to meet on the following Monday at a bank to pay the settlement amount.

11. Jason never showed up at the bank and has failed to respond.

I affirm, under the penalties for perjury, that the foregoing representation(s) is (are) true.

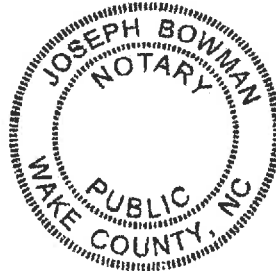

JASON PARKER

Sworn to and Subscribed before me

this 15th day of December, 2020.


Notary Public

My Commission Expires 02-02-2021



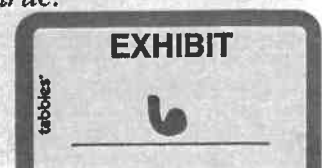
STATE OF NORTH CAROLINA
COUNTY OF JOHNSTON

AFFIDAVIT OF RANDALL BLAIR

Randall Blair, being first duly sworn, deposes and says as follows:

1. My name is Randall Blair and I presently live at 604 North Lincoln Street in Benson, NC 27504.
2. Jason Dudley first came to our house on 6-23-2020 to diagnose problems with my boat motor. I should have known better because Jason did not even have the equipment and software to properly diagnose the motor.
3. Jason gave his diagnosis and assured me he could have it running by July 5th because we were going on vacation with the boat.
4. I gave Jason \$4,037 in advance to fix my boat motor as well as rebuild the water pump, replace the steering cable, rebuild the tilt and trim, and replace all gauges in the helm.
5. Jason could not figure out what the problem was with the motor.
6. He then charged me \$800 to order a vapor separator tank (vst) as part of the possible way to fix it. He broke the vst before he could even get it to my house.
7. I found out later that vst's are no more than \$300. Jason had claimed that he was not making any money on the parts and was doing me a favor.
8. Jason apologized for the broken vst and said he would make it right by bringing a new one and doing more work to the boat at a big discount. I wrote him another check for the extra work he was offering. This included a steering cable, tilt and trim rebuild, and new gauges for the helm.
9. I wrote him two separate checks. The initial check was \$1,587 for "fixing" the motor. The second check was \$2,450 to pay for everything else he talked me into.
10. Jason did not get my boat running at all and has not completed any work. He tore my motor and control box to pieces. Even more, he lost a bunch of bolts, screws and gaskets. So, now I can't even try to put it back together. The boat is just sitting and rotting because of Jason.
11. Jason robbed me of more than just a ton of money. Jason robbed my entire family of good times on the boat for the whole summer, perhaps even next summer too because I do not know how I'm going to get it fixed now with all of the damage that he did to it.

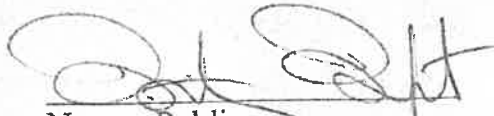
I affirm, under the penalties for perjury, that the foregoing representation(s) is (are) true.



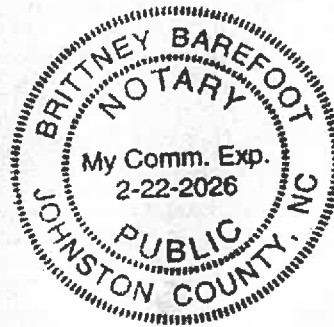

RANDALL BLAIR

Sworn to and Subscribed before me

this 6th day of March, 2021
~~2020~~


Notary Public

My Commission Expires 02/22/2026



STATE OF NORTH CAROLINA
COUNTY OF WAKE

AFFIDAVIT OF HEATHER ABRUZZINO

Heather Abruzzino, being first duly sworn, deposes and says as follows:

1. My name is Heather Abruzzino and I presently live at 109 Jacob Street, Holly Springs, North Carolina 27540.
2. On August 24, 2020, Jason Dudley (an owner of Jason's Mobile Outboard Repair) came out to diagnose a problem I was having with my boat engine. He examined the engine and wrote up a generic invoice with the estimated prices of a few needed parts and labor.
3. I had to pay for parts and half of the labor in advance because boat parts for engines are pricey. I paid a total advance payment of \$3,804.
4. He was supposed to show up to do work two days later, but he texted me saying parts were on back order.
5. He also examined another one of my boats, which I will be selling. He began writing up an estimate/invoice for that boat, but then said his battery was dying and that he would send it via email that night. I am still waiting for it.
6. Then, he dropped off the grid and I never heard from him again. I texted him and received no reply. After a gut feeling, I started investigating his company. He has had more than five companies in a short amount of time.
7. I also called the boat parts company, that he claims he uses to order parts and they do not have any orders for parts from him or any parts in my name. Jason, however, continues to claim that the parts company is the only one who is holding up the process because the parts are on back order. I feel this is a lie and that he steals your money.

I affirm, under the penalties for perjury, that the foregoing representation(s) is (are) true.

HEATHER ABRUZZINO

Sworn to and Subscribed before me

this **11** December
day of _____, 2020.



Notary Public

My Commission Expires _____

STATE OF NORTH CAROLINA
COUNTY OF WAKE

AFFIDAVIT OF JOHN LYTVINENKO

John Lytvinenko, being first duly sworn, deposes and says as follows:

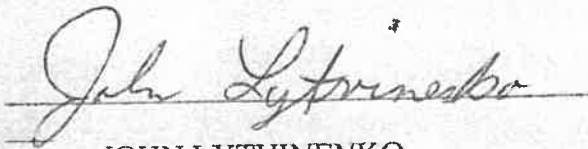
1. My name is John Lytvinenko and I presently live at 153 Coffee Bluff Lane, Holly Springs, NC 27540.
2. On 9/8/2020, I called Jason Dudley about rebuilding 3 carburetors from my boat motor. I had taken the carburetors off the motor. I physically gave them to Jason. He quoted a total cost of \$830 for repair and parts.
3. He asked for a payment of \$605 in cash in advance and promised to have the carburetors back and installed and the motor running within a week.
4. He followed me to a credit union where I gave him \$605 in cash. I have a photo of him counting the money.
5. Weeks went by with lots of texting between Jason and I. He gave numerous excuses for not completing the work, including that he was awaiting parts, that he was quarantining after being exposed to COVID-19, and that he did not feel well. Sometimes, he did not respond at all.
6. On Sat 9/26/20, I texted Jason saying I wanted my property back. I told him that I was coming to pick up my carburetors and that he should leave them on his porch.
7. Fearing Jason might have a gun, I enlisted the aid of the Fuquay Varina Police Department to accompany me to Jason's house.
8. On the way over, the police officer who accompanied me requested backup. She said they had an outstanding warrant for Jason.
9. Jason would not give me my property back until I signed a "breach of contract" agreement. I started recording the event by video camera. I stated that he was holding my property hostage, that I was signing the agreement "under duress," and that I would see him in court.



10. He turned over the carburetors and they looked exactly as they did when I first gave them to him. I accused him of doing no work after I had paid him \$605 in advance. He said "ordering parts" constituted performing work.

11. After I left with my boat, the police officers arrested and booked Jason in Wake County around 4:15pm with what I believe was a criminal charge related to doing no work after having been paid.

I affirm, under the penalties for perjury, that the foregoing representation(s) is (are) true.


JOHN LYTVINENKO

Sworn to and Subscribed before me

this _____ day of _____, 2020.

Notary Public

My Commission Expires _____

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF DAVID FOX

David Fox, being first duly sworn, deposes and says as follows:

1. My name is David Fox and I reside in Wake County.
2. I am employed as Investigator in the Consumer Protection Division of the North Carolina Department of Justice.
3. My job is to respond and attempt to mediate consumer complaints to the North Carolina Attorney General concerning violations of state and federal statutes and regulations, and to assist attorneys assigned in the investigation and prosecution of companies that have violated state and/or federal consumer protection law.
4. I have assisted the Assistant Attorney General in compiling and investigating citizen complaints against Jason Dudley, the defendant listed in the foregoing Complaint.
5. On September 3, 2020, we received our first complaint against Mr. Dudley. In the complaint, the consumer, Greg Maday, stated that Mr. Dudley came to his home on July 22, 2020 and took his boat motor to make agreed upon repairs. Mr. Maday alleged that Mr. Dudley completed no work on his motor and never returned his deposit, nor his motor.
6. By October 10, 2020 our office had received nine (9) additional consumer complaints against Mr. Dudley and his repair business with similar allegations



and timelines.

7. Our office currently has eleven (11) written consumer complaints against Jason's Mobile Outboard Repair.
8. In summary, each consumer states that they contracted with Mr. Dudley for work that was never completed. Consumer deposits were not returned and, in most cases, equipment was not worked on or was returned in worse shape, than when it was given to Mr. Dudley.
9. Based upon my investigation and my handling of these consumer complaints against Mr. Dudley, I hereby assert that the facts alleged in the foregoing Affidavit are true to the best of my knowledge.

I affirm, under the penalties for perjury, that the foregoing representation(s) is (are) true.



DAVID FOX

Sworn to and Subscribed before me

this 17th day of June, 2021.

Notary Public

My Commission Expires _____