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STATE OF NORTH CAROLINA
WAKE COUNTY

WAKE CO., IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
NO. 21 CV 10438

BY: (Signature) Date: _____

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

**FINAL JUDGMENT BY CONSENT
And
PERMANENT INJUNCTION**

Plaintiff,

v.

JACK'S IN AND OUT MART, LLC,

Defendant.

THIS CAUSE came on to be heard and was heard before the undersigned Wake County Superior Court Judge for entry of a Consent Judgment between plaintiff, State of North Carolina, by and through its Attorney General ("the State"), and defendant Jack's In and Out Mart, LLC ("defendant"). The Court finds that the parties have resolved the matters in controversy between them and have agreed to the entry of this Consent Judgment by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

I. FINDINGS OF FACT

1.1 Plaintiff State of North Carolina is acting through its Attorney General, Joshua H. Stein, pursuant to authority granted in Chapters 75 and 114 of the North Carolina General Statutes to protect the public from unlawful business practices.

1.2 Defendant Jack's In and Out Mart, LLC is a North Carolina limited liability company with its principal place of business at 1812 Silver Mist Court, Raleigh, North Carolina. It operates an unbranded convenience store at 911 Fayetteville Street, Durham, North Carolina.

1.3 The State alleges that defendant engaged in trade and commerce affecting consumers in North Carolina within the meaning of N.C. Gen. Stat. § 75-1.1, which included offering to sell and selling gasoline at prices that were unreasonably excessive under the circumstances, during a state of emergency declared by the Governor of North Carolina, in violation of North Carolina's price gouging law, N.C. Gen. Stat. §§ 75-38.

1.4 Defendant denies the State's allegations in paragraph 1.3 but, in the interest of compliance and resolution of this matter, desires to resolve this controversy without further proceedings and is therefore willing to agree to the entry of this Consent Judgment.

I. CONCLUSIONS OF LAW

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

2.2 Venue is proper in Wake County.

2.3 North Carolina's price gouging law, N.C. Gen. Stat. §§ 75-38, governs the alleged business practices of defendant that gave rise to this controversy.

2.4 The North Carolina Attorney General is the proper party to commence these proceedings under the authority of N.C. Gen. Stat. §§ 75-14 and -15, and by virtue of his statutory and common law authority to protect the interests of the citizens of the State of North Carolina.

2.5 This Consent Judgment shall be governed by the laws of the State of North Carolina.

2.6 Entry of this Consent Judgment is just and proper and in the public interest.

2.7 The State's Complaint states a cause of action against defendant upon which relief may be granted, and the Court finds good and sufficient cause to adopt this agreement of the parties and these findings of fact and conclusions of law as its determination of their respective rights and obligations and for entry of this Consent Judgment.

2.8 The parties have agreed to resolve their differences and the agreement of the parties is just and reasonable with respect to all parties.

2.9 The Court approves the terms of the parties' agreement and adopts them as its own determination of the parties' respective rights and obligations.

III. GENERAL PROVISIONS

3.1 Other State Governmental Entities. This Consent Judgment shall not bind any other offices, boards, commissions, or agencies of the State of North Carolina and nothing in this Consent Judgment shall in any way preclude any investigation or enforcement under any legal authority granted to the State for transactions not subject to this action.

3.2 Retention of Jurisdiction. The Court retains jurisdiction over this action to take any further action deemed necessary to enforce this Consent Judgment, including imposition of penalties, and to award the State judgments for any costs, including attorney's fees, it incurs in the event of noncompliance by defendant.

3.3 No Sanction of Business Practices. Defendant shall not represent directly or indirectly or in any way whatsoever that the Court or the North Carolina Attorney General has sanctioned, condoned, or approved any part or aspect of defendant's business operations.

3.4 Release of Claims. This Consent Judgment shall fully resolve all legal claims and issues raised in the State's Amended Complaint against defendant for its activities up to the date of this Consent Judgment.

3.5 No Admission of Violation of Law. This Consent Judgment shall not be construed as, or be evidence of, admissions by defendant, nor shall it be construed as a finding by this Court of any violation of North Carolina law, or any other law.

3.6 Private Right of Action. Nothing in this Consent Judgment shall be construed to affect any private right of action that a consumer, person, entity, or any local, state, federal or other governmental entity, may hold against defendant.

3.7 Regulation of Other Conduct. Nothing in this Consent Judgment is intended to relieve defendant of its responsibility to comply with all applicable North Carolina laws.

IV. PERMANENT INJUNCTIVE RELIEF

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

4.1 Defendant and its officers, agents, servants, employees, successors, assigns, attorneys, and any others acting in concert or under the actual direction or control of defendant, are hereby permanently restrained and enjoined, pursuant to N.C. Gen. Stat. § 75-14, from: offering to sell or selling gasoline at a price that is unreasonably excessive under the circumstances during a state of emergency or abnormal market disruption declared by the Governor of North Carolina, in violation of North Carolina's price gouging law, in violation of N.C. Gen. Stat. §§ 75-38;

4.2 Within 10 days of entry of this order, defendant shall (1) permanently install and maintain record-keeping software sufficient to capture and retain for 90 days data showing each price at which defendant sells each type of gasoline and the number of gallons sold at each price for each type, and that in particular that captures sales and price information in the event of intra-day price changes, and (2) provide to the Attorney General a declaration under penalty of perjury that it has installed such software.

V. MONETARY RELIEF

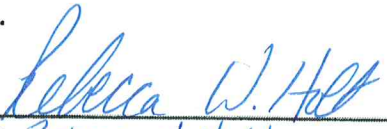
IT IS FURTHER ORDERED that:

5.1 Monetary Relief. On or before the date this Consent Judgment is entered, Defendant shall pay the sum of \$5,000.00 to the Attorney General to be used for restitution, attorney fees, investigative costs, consumer protection enforcement, other consumer protection purposes, and other purposes allowed by law, at the discretion of the Attorney General.

5.2 Civil Penalty. On or before February 28, 2022, Defendant shall pay the sum of \$5,000.00 to the Attorney General as a civil penalty.

5.3 Method and Timing of Payments. Defendant shall pay the above sums to the Attorney General via cashier's checks or other certified funds made payable to the "North Carolina Department of Justice."

SO ORDERED, this the 20th day of January, 2022.

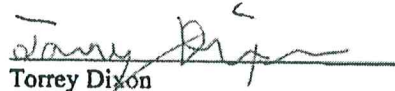

Hon. Rebecca W. Holt
SUPERIOR COURT JUDGE

CONSENTS FOLLOW ON NEXT PAGE

THE UNDERSIGNED PARTIES HEREBY CONSENT TO THE TERMS AND
CONDITIONS OF THIS CONSENT JUDGMENT AS SET FORTH ABOVE, AND
HEREBY CONSENT TO ENTRY THEREOF:

PLAINTIFF:

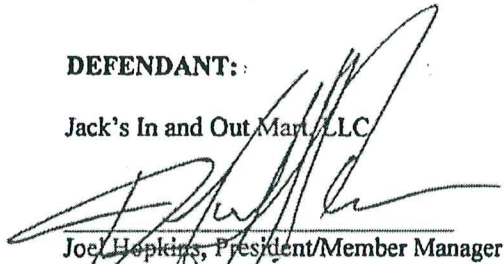
STATE OF NORTH CAROLINA,
ex rel. JOSHUA H. STEIN,
Attorney General


Torrey Dixon
Assistant Attorney General

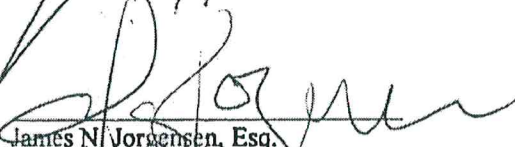
Date: 1-19-22

DEFENDANT:

Jack's In and Out Mart, LLC


Joel Hopkins, President/Member Manager

Date: 1-19-22


James N. Jorgensen, Esq.
LAW OFFICE OF JAMES N. JORGENSEN
Counsel for Jack's In and Out Mart, LLC

Date: 01-19-2022