

22CV005157

FILED

STATE OF NORTH CAROLINA  
WAKE COUNTY

2022 APR 26 10:41 AM  
IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO. \_\_\_\_\_  
WAKE COUNTY, N.C.

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

Plaintiff, )

v. )

GREEN LANTERN ROOFING & )  
RESTORATION, LLC; GREEN LANTERN )  
SERVICES, LLC; and DENNIS L. )  
DAUGHERTY, JR., individually and in his )  
capacity as owner and operator of GREEN )  
LANTERN ROOFING & RESTORATION, )  
LLC and GREEN LANTERN SERVICES, )  
LLC, )

Defendants. )

**COMPLAINT**  
**MOTION FOR PRELIMINARY**  
**INJUNCTION**

Plaintiff, State of North Carolina, *ex rel.* Joshua H. Stein, Attorney General (the "State" or "Plaintiff"), brings this action against Defendants Green Lantern Roofing & Restoration, LLC, Green Lantern Services, LLC, and Dennis L. Daugherty, Jr. ("Defendants") pursuant to the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.* In support of its Complaint, Plaintiff alleges as follows:

**INTRODUCTION**

Defendants operated a residential contracting scheme through which they defrauded consumers whose homes were damaged by Hurricane Florence. Under this scheme, Defendants falsely claimed to possess a general contractor's license and falsely promised to complete all repairs, usually demanding that consumers pay in advance by signing over the insurance payouts covering the hurricane damage. After securing the advance from the consumer, Defendants

performed no work or else did minimal work for a short period of time. The work that Defendants actually did was often subpar and resulted in further damage to consumers' homes. Defendants ultimately failed to complete the work and abandoned the projects, absconding with over \$250,000 from consumers.

In short, Defendants were deceptive in their dealings with consumers, and Defendants' business practices violate North Carolina's Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.* The State seeks preliminary and permanent injunctive relief against Defendants, restitution for consumers, civil penalties, attorney fees, and other relief.

### **PARTIES, JURISDICTION, AND VENUE**

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

2. Defendant Green Lantern Roofing & Restoration, LLC is a North Carolina limited liability company with a business address of 1381 Parkland Way, Leland, North Carolina 28451, and was administratively dissolved on February 4, 2020.

3. Defendant Green Lantern Services, LLC is an Illinois limited liability company with a business address of 205 Colonial Court, Wood River, Illinois 62095-3410, and was administratively dissolved on September 29, 2020.

4. Defendant Dennis L. Daugherty, Jr. ("Daugherty") is an adult individual whose last known address is 205 Colonial Court, Wood River, Illinois 62095-3410.

5. Upon information and belief, at all relevant times, Daugherty owned, operated, and managed Defendants Green Lantern Roofing & Restoration, LLC and Green Lantern Services,

LLC (collectively, "Green Lantern") out of North Carolina. Daugherty is being sued in his individual capacity and in his capacity as owner, operator, and manager of Green Lantern.

6. This Court has personal jurisdiction over Defendants.
7. This Court has subject matter jurisdiction over this dispute.
8. Venue is proper in Wake County based on the Attorney General's selection under N.C. Gen. Stat. § 75-14.

### **FACTUAL ALLEGATIONS**

#### **The Scheme Begins: Defendants Knock On Doors; Consumers Sign A Contract**

9. Hurricane Florence struck the North Carolina coast on September 14, 2018, causing substantial wind and water damage to residential properties. Many homeowners were desperate to find a contractor to begin immediate repairs.

10. Defendants solicited business from North Carolina residents living on or near the coast by going door-to-door in the days after Hurricane Florence departed the coast. Three Green Lantern representatives in particular were involved in door-to-door solicitations: Brett Hasenmueller, Josh Snyder, and Christian Shepard.

11. During those solicitations, Defendants falsely stated they had 40 workers living in a nearby hotel who were ready and able to start work right away.

12. Defendants told consumers Green Lantern could repair all interior and exterior damages caused by the hurricane, including damages to the roof, siding, windows, ceilings, floors, walls, and outbuildings. In reality, Defendants lacked the ability and expertise to complete such projects.

13. Defendants also advertised their business online to Hurricane Florence victims in North Carolina, through a website touting Green Lantern's expertise in performing repairs and

remediation associated with water damage. When consumers contacted the business, they often spoke with Daugherty.

14. Defendants represented to consumers that the business was licensed as a general contractor by the North Carolina Licensing Board for General Contractors, when in fact Defendants were not licensed. Consumers relied on this representation to their detriment, believing Defendants were competent because they were licensed.

15. In some instances, Defendants told consumers Green Lantern was a “full-service construction company” and would do all the work, leading consumers to believe no subcontractors would be involved.

16. The representatives and Daugherty told North Carolina consumers the name of the business was “Green Lantern Services, LLC.” Most of the North Carolina contracts that Green Lantern entered into with consumers bore this name, and likewise, the representatives handed out business cards using this name.

17. Daugherty registered the business in North Carolina under the name “Green Lantern Roofing & Restoration, LLC” on September 28, 2018.

18. Defendants, upon information and belief, also operated in North Carolina under a DBA, “Green Lantern Services and Restoration, LLC.” Upon information and belief, this DBA is not registered in North Carolina or elsewhere in any capacity, *e.g.*, as a corporation, partnership, limited company or limited liability partnership. Defendants used this DBA on some of the contracts with North Carolina consumers.

19. After the initial discussion with the consumer, the Green Lantern representative presented a contract for the consumer to sign. The contract included a clause stating that the consumer authorized a “Direct Pay” whereby the consumer’s insurance company would pay Green

Lantern “solely and directly for that portion of the work covered by [the] insurance policy.” The contract gave the consumer the option of declining or accepting this “Direct Pay,” but Green Lantern representatives strongly encouraged consumers to accept the option (which the consumer signified by initialing the option).

20. Consumers signed this contract. Upon information and belief, most consumers accepted the “Direct Pay” option.

21. In soliciting consumers door-to-door and entering into this contract, Defendants violated N.C. Gen. Stat. § 14-401.13 because they failed to provide a verbal and written notice of the three-day right to cancel or obtain a written waiver of this right to cancel.

**Most Consumers Sign Over The  
Insurance Proceeds As Advance Payment**

22. Typically, consumers were involved in the process of filing a claim with their homeowner’s insurance carrier at the time they signed the contract with Defendants. After the consumer filed the claim, obtained a formal estimate for repairs, and received a check covering the claim (the “insurance check”), Defendants instructed the consumer to endorse the check and give it to Defendants in the instances where the consumer accepted the “Direct Pay” option.

23. Defendants usually demanded receipt of the insurance check as a precondition to beginning any work. Alternatively, Defendants performed a little work relative to the overall scope of the project but insisted that the consumer sign over the insurance check in order for work to continue.

24. If the consumer declined the “Direct Pay” option, Defendants demanded an advance payment from the consumer’s personal funds.

25. The advance payment – whether in the form of an insurance check or coming directly from the consumer’s personal funds – far exceeded the value of any work performed.

26. Upon information and relief, Defendants retained all funds received from consumers.

**Defendants Abandon The Project  
And Stiff The Subcontractors**

27. After securing the advance from the consumer, Defendants performed no work or else did minimal work for a short period of time.

28. The work that Defendants actually did was often subpar and resulted in further damage to consumers' homes.

29. The large number of workers that Defendants claimed were available to work never materialized. Upon information and belief, Defendants only had a few unskilled laborers working for them.

30. After securing the advance, Defendants soon abandoned the scene of the project.

31. After leaving the scene, Defendants typically brought in subcontractors. Most of the subcontractors were roofers, though one was a roofing company brought in to perform interior repairs.

32. Defendants failed to pay most subcontractors.

33. Because Defendants failed to pay them, some subcontractors walked off the job before completing the job.

34. Other subcontractors completed their job notwithstanding Defendants' failure to pay them. However, these subcontractors often completed the job hastily, with unsatisfactory results. When the consumer contacted the subcontractor or Green Lantern to have the subcontractor return to fix the problems, the subcontractor refused to return due to Defendants' nonpayment.

35. When subcontractors realized Defendants were not going to pay them, they demanded payment directly from the consumer. Consumers refused to pay the subcontractors because the consumers had already paid Defendants in full for the subcontractor's work, either through signing over the insurance proceeds or paying via personal funds.

36. In response to the consumers' refusal to pay the subcontractors for work the consumers had already paid for, some of the subcontractors threatened consumers with filing a purported claim of lien on the consumer's real property under N.C. Gen. Stat. § 44A-12. At least one subcontractor did file a claim of lien.

**Further Deception: Defendants Bring  
In A Third Party to "Supervise"**

37. Consumers became increasingly concerned about the lack of work after weeks went by. Their concern mounted when they learned Defendants did not pay the subcontractors despite having received full payment from consumers for the work the subcontractors had done.

38. Consumers therefore began voicing their concerns to Daugherty and the other Green Lantern representatives. In addition, some consumers began investigating Green Lantern, at which point they discovered Defendants did not possess a general contractor's license.

39. In November 2018, Defendants introduced consumers to a man named Eric Hatfield ("Hatfield"), who did have a North Carolina general contractor's license. Defendants told consumers Hatfield would "supervise" the project.

40. Upon information and belief, Defendants engaged Hatfield purely as a subterfuge: Defendants knew consumers were alarmed by the lack of work and by the nonpayment of subcontractors and fact that Defendants were not licensed, and therefore brought Hatfield onto the scene to make it appear the project was back on track with a licensed contractor at the helm. In

reality, Defendants failed to pay Hatfield and he soon abandoned the projects after doing only a small part of the overall work.

41. Hatfield sought payment directly from consumers after Defendants failed to pay him. When consumers refused to pay Hatfield (citing the fact that they had already paid for the work in question through their advance payments to Defendants), Hatfield responded with threats of litigation. In at least one instance, Hatfield filed a purported claim of lien against a consumer's real property under N.C. Gen. Stat. §44A-12.

#### **Defendants String Consumers Along**

42. As 2018 turned to 2019, consumers repeatedly reached out to Daugherty and other Green Lantern representatives, demanding that Defendants complete the work or return their funds.

43. Daugherty and Green Lantern representatives repeatedly promised consumers Defendants would complete the work. Daugherty made these promises throughout the spring of 2019, claiming a new "project manager" would take over. These promises were false.

44. Eventually, Defendants ceased responding to consumers.

45. Defendants left behind projects that needed substantial work. Because consumers had signed over the insurance check that represented payment (in most instances) for all repairs included in the estimate, these consumers could not obtain any further recovery from their insurance carrier for the work Defendants failed to complete. With the insurance proceeds exhausted, these consumers were forced to pay for the remaining work and materials out of their own pocket as they hired their own contractors.



### **Consumer Complaints**

46. The Consumer Protection Division of the North Carolina Department of Justice (the “Consumer Protection Division”) has received nine written complaints from North Carolina consumers about Defendants’ conduct as described in this Complaint.

47. These consumers allege losses totaling over \$250,000 as a result of Defendants’ conduct as alleged herein, of which only \$5,000.00 was refunded.

48. The Consumer Protection Division forwarded the complaints to Defendants asking for a written response. After repeated reminders from the Consumer Protection Division, Daugherty eventually did respond to most complaints. In multiple instances, he acknowledged, in writing, that Green Lantern had failed to complete projects, and he stated his intent either to complete the work or refund monies to the consumer. Thereafter, he failed to do either.

### **Experience of Annemarie Ferguson**

49. Annemarie Ferguson, a 63-year-old resident of Pender County, signed a contract with Green Lantern a week after Hurricane Florence damaged the roof of her home and caused substantial water damage inside. She signed over the insurance check totaling \$68,238.34 to Green Lantern. Despite telling Ms. Ferguson they would do all the work, Defendants brought in two subcontractors. Defendants failed to pay the roofing subcontractor, who walked off the job and left behind an unfinished roof that allowed water to continue to leak inside the home. Defendants then told Ms. Ferguson to contact Hatfield, who ordered some supplies but abandoned the project because he, too, was never paid by Defendants. Despite the fact that the insurance check constituted payment in advance for all interior repairs (in addition to the exterior work), the only work Defendants did inside was install drying machines. Defendants failed to return any portion of the \$68,238.34 even though they completed minimal work. The Fergusons ended up doing a lot

of the work themselves and spent substantial funds on materials and hiring other contractors to complete the project. The affidavit of Ms. Ferguson, summarizing the complaint she submitted to the North Carolina Department of Justice (“NCDOJ”), is attached as Exhibit 1 and incorporated herein by reference.

#### **Experience of Evelyn Ormond**

50. Evelyn Ormond, a 68-year-old resident of Cleveland County, was living with her husband in Wilmington when Hurricane Florence damaged their roof and caused extensive water damage inside. A Green Lantern representative knocked on the Ormonds’ door and told them Green Lantern could repair all interior and exterior damage. Mr. Ormond signed a contract with Defendants that day, and the Ormonds signed over the insurance check in the amount of \$17,913.57. Defendants did not perform any actual repairs after receiving the check; they only installed two tarps, one covering the roof and the other placed above the foyer. After about eight months, the roof tarp began deteriorating, allowing water to come through the roof and attic and pool in the foyer tarp. This tarp eventually ripped, causing water to gush into the foyer. The Ormonds were forced to hire a different contractor to do the work Defendants had abandoned, and this contractor was able to obtain a supplemental payment from the insurance company. However, the insurance company subtracted from this payment the amount it had previously paid out, which meant the Ormonds incurred \$20,000 in out-of-pocket costs, which they had to borrow to pay for labor and materials. In response to Ms. Ormond’s complaint submitted to NCDOJ, Daugherty promised in an email to NCDOJ that he would bring in a new project manager to “get things moving” and would “reach out to the customer to schedule the work.” He did neither. The affidavit of Ms. Ormond, summarizing the complaint she submitted to NCDOJ, is attached as Exhibit 2 and incorporated herein by reference.

### **Experience of Eldridge Barefoot**

51. Eldridge Barefoot and his wife reside in Cumberland County and own a beach home in North Topsail Beach. When they returned to their beach home after Hurricane Florence, they were met within minutes by two Green Lantern representatives, who told them Green Lantern was a “full-service construction company” and could perform all necessary repairs. Mr. Barefoot signed a contract that day for Green Lantern to fix the roof and repair the water-damaged interior, including removing mold and repairing the HVAC system. He received an initial insurance check for \$81,672.50, representing approximately half the total cost of the project. Defendants demanded that Mr. Barefoot sign over the check after Hatfield had done some demolition work inside, stating company policy required them to collect half the insurance proceeds before starting the job; they said they had erred by beginning work without collecting the proceeds in advance. After Mr. Barefoot signed over the check, Defendants performed only a little more work and then stopped. They damaged the HVAC system, failed to pay Hatfield for his work, and left the Barefoots with approximately \$40,000 worth of work that was not covered by insurance. Hatfield later threatened the Barefoots with litigation due to Defendants’ failure to pay him. In response to Mr. Barefoot’s complaint submitted to NCDOJ, Daugherty stated in an email to NCDOJ that “there is money due to Mr. Barefoot and I intend on paying it back.” Defendants failed to provide any such refund. Mr. Barefoot’s affidavit, summarizing his complaint submitted to NCDOJ, is attached as Exhibit 3 and incorporated herein by reference.

### **Experience of Mark Phifer**

52. Mark Phifer, a resident of Pender County, was returning to his home damaged by Hurricane Florence when he found a website for a company claiming expertise in mitigating residential water damage. He called the contact number and spoke with Daugherty, who told him

the company, Green Lantern, could perform all the repairs. When Mr. Phifer arrived at his house, two representatives of Green Lantern met him and urged him to sign a contract right away. Mr. Phifer did sign the contract after first consulting with his insurance adjuster, who advised him not to agree to the "Direct Pay" option. Under the contract, Green Lantern was supposed to repair all the damage, including substantial damage to the roof, siding, ceilings, walls, and wood floors. The total cost of the project was approximately \$64,000.00, of which Mr. Phifer paid \$22,753.47 via two personal checks to Green Lantern; his mortgage company wrote a check to Defendants for the remainder (\$41,495.53). The mortgage company asked for a copy of Defendants' general contractor's license, which Defendants promised to produce but never did (because there was no license). In early November 2018, Hatfield arrived on the scene to supervise the interior demolition. Defendants' workers failed to follow his instructions, resulting in damage to the premises. A roofing subcontractor also arrived and did a subpar job on the roof. Mr. Phifer soon discovered Defendants had failed to pay Hatfield and the roofer, and eventually terminated the contract with Defendants after Daugherty repeatedly promised to order new flooring but never did. In subsequent communications, Daugherty falsely claimed he had paid Hatfield and the roofer and suggested Mr. Phifer could be sued for "spreading false statements" about Green Lantern. Hatfield filed a claim of lien on the Phifers' real property. Mr. Phifer's affidavit, summarizing the complaint he submitted to the NCDOJ, is attached as Exhibit 4 and incorporated herein by reference.

#### **Experience of Phillip Weekly**

53. Philip Weekly, who lives with his wife in Pender County, entered into a contract with Defendants after Hurricane Florence damaged his roof as well as the drywall, ceiling, and subflooring. Mr. Weekly signed over the insurance check for \$25,354.05, which was supposed to cover the entire claim. In December 2018, a roofing subcontractor replaced the shingles, but the

shingles soon blew off. When Mr. Weekly called Daugherty to have someone come out to fix the roof, Daugherty failed to return his calls for months. In the meantime, no work was being done on the interior, until finally, in May 2019, Defendants brought in another subcontractor, also a roofer, to perform the interior repairs. However, this subcontractor did shoddy work and failed to complete the job. The subcontractor demanded payment from Mr. Weekly after Defendants failed to pay for the work. Mr. Weekly refused, stating he had already paid Defendants in advance for all the work that was supposed to have been done. The subcontractor threatened Mr. Weekly with filing a claim of lien. The Weeklys paid over \$18,000 from their personal funds to hire their own contractor to complete the project. In response to Mr. Weekly's complaint submitted to NCDOJ, Daugherty admitted in writing to NCDOJ that the work remained incomplete and stated he would try to refund monies. He failed to provide any refund. The affidavit of Mr. Weekly, summarizing the complaint he submitted to NCDOJ, is attached as Exhibit 5 and incorporated herein by reference.

#### **Daugherty's Direct Role in the Scheme**

54. As set forth above, Daugherty was not simply the owner or a distant operator of Green Lantern. Rather, he was intimately involved in the business operations and served as the primary point of contact for North Carolina consumers, interacting extensively with these consumers and playing a detailed and deliberate role in deceiving them. Daugherty's unfair and deceptive acts and practices included, but were not limited to, the following: (1) communicating directly with consumers who contacted Green Lantern after finding the company's website; (2) sending Green Lantern representatives to meet with consumers at their homes; (3) falsely representing to consumers that Green Lantern had the expertise and ability to perform all necessary mitigation and repairs; (4) falsely telling consumers Green Lantern would do all the work, leading them to believe Green Lantern would not engage any subcontractors; (5) falsely assuring

consumers that Daugherty himself would order materials; (6) falsely telling consumers a new project manager would take over the work; (7) falsely and repeatedly telling consumers the work would be completed; (8) falsely and repeatedly promising consumers that monies would be refunded; and (9) stringing consumers along with these false promises for months before eventually failing to respond to consumers.

55. Daugherty continued to deceive consumers after they submitted complaints to NCDOJ. As detailed in the affidavits of Evelyn Ormond, Eldridge Barefoot, and Phillip Weekly, Daugherty admitted to NCDOJ, in writing, that the work remained incomplete, and he stated his intent either to complete the work or refund monies. Despite these repeated assurances, Daugherty (and Green Lantern) failed thereafter to refund any monies or do any work.

**Defendants' Acts Have Impacted  
Commerce in North Carolina**

56. Defendants have engaged in the above-alleged acts, practices, representations and omissions within North Carolina.

57. Defendants have perpetrated the above-alleged acts, practices, representations and omissions upon consumers knowingly, intentionally, and deliberately.

58. Defendants' above-alleged acts, practices, representations and omissions have been in or affecting commerce in North Carolina and have had an impact thereon.

59. Defendants were unlicensed general contractors operating in North Carolina and solicited and entered into contracts with consumers for projects costing more than \$30,000.00. Accordingly, Defendants violated N.C. Gen. Stat. §§ 87-1 *et seq.*, which requires contractors to be licensed by the State Licensing Board for General Contractors in order to solicit and/or enter into contracts with consumers for projects costing more than \$30,000.00.

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

60. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs, and alleges further that each of Defendants' aforesaid acts, practices, representations and omissions violates the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1 *et seq.*

61. Plaintiff alleges that such violations are intentional and include, but are not limited to, the following:

- (a) taking money from consumers – including insurance proceeds – while failing to complete the construction project as contractually promised;
- (b) soliciting and contracting for projects that cost in excess of \$30,000.00, thereby violating N.C. Gen. Stat. § 87-1 *et seq.* because Defendants were not licensed contractors;
- (c) failing to pay subcontractors for work completed by the subcontractor, thereby violating Defendants' agreement with the subcontractor, and, per N.C. Gen. Stat. § 44A-18, subjecting the property owner to a potential claim of lien;
- (d) violating N.C. Gen. Stat. § 14-401.13 by contracting with and soliciting consumers door-to-door without providing verbal and written notice of the three-day right to cancel or obtaining a written waiver of this right to cancel;
- (e) claiming that Defendants had numerous workers available to do the work when, upon information and belief, these workers did not exist;
- (f) failing to refund consumers' advance payments after abandoning the project;
- (g) making false promises to return consumers' monies;
- (h) making false promises that the contractually-promised work would eventually be completed;
- (i) doing subpar work that, in some instances, caused further damage to consumers' homes; and

- (j) falsely claiming Defendants were a full-service company and would do all the work, leading consumers to believe the work would be done without subcontractors;

**REQUEST FOR A PRELIMINARY INJUNCTION**  
**UNDER N.C. GEN. STAT. § 75-14**

62. Plaintiff incorporates by reference the allegations set forth in all of the above paragraphs.

63. Defendants' acts, practices, representations and omissions have harmed consumers by causing them to incur unnecessary costs and delays in attempting to have essential repairs made to their homes and property.

64. In light of the evidence that Defendants engaged in unfair and deceptive practices as set forth in this complaint and the attached affidavits, the State requests that, after hearing on due notice, Defendants and their businesses, officers, agents, employees, representatives, successors or assigns, and any persons acting in concert or under the actual direction or control of Defendants, and any persons acting in concert with them, be preliminarily enjoined, as set forth in detail in Paragraph 1 of the Prayer for Relief below.

65. Unless Defendants are restrained and enjoined, they will continue to irreparably harm the State and its citizens by violating North Carolina law.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays the Court for the following relief:

1. That the Court issue a Preliminary Injunction pending the final adjudication of this cause, as allowed by N.C. Gen. Stat. § 75-14, prohibiting Defendants and their businesses, officers, agents, employees, representatives, successors or assigns, and any persons acting in concert or under the actual direction or control of Defendants, and any persons acting in concert with them, from:



- a. 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 61 of Plaintiff's Claim for Relief;
- b. advertising, offering, soliciting, or entering into contracts with consumers for any contracting or home repair work, including accepting payment from consumers – and specifically including insurance payments – for any product or service;
- c. performing any contracting or home repair work;
- d. transferring, withdrawing, concealing, disposing, or encumbering any of Defendants' assets without permission of the Court; provided, however, that permission shall not be required if Plaintiff agrees in writing to the expenditures.

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

3. That, pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15.1, all contracts between Defendants and consumers be canceled, at the consumers' discretion, and all monies consumers have paid to Defendants be reimbursed;

4. That Defendants be required to pay civil penalties to the State in the amount of \$5,000.00 per violation of the Unfair and Deceptive Trade Practices Act, pursuant to N.C. Gen. Stat. § 75-15.2;

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

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

This the 28<sup>th</sup> day of April, 2022.

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

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