

FILED

STATE OF NORTH CAROLINA 2022 MAY 16 PM 12:24 IN THE GENERAL COURT OF JUSTICE
WAKE COUNTY WAKE CO., C.S.C. SUPERIOR COURT DIVISION
NO. 21 CVS 8391

STATE OF NORTH CAROLINA *ex rel.*)
JOSHUA H. STEIN, Attorney General,)
)
Plaintiff,)
)
v.)
)
)
JASON RANDAL DUDLEY, Individually)
and d/b/a "Jason's Mobile Outboard Repair")
and "Jason's Mobile Outboard Repair, LLC,")
)
Defendant.)

DEFAULT JUDGMENT

Pursuant to Rule 55 of the North Carolina Rules of Civil Procedure, the undersigned Judge Stanley Carmical presiding over the May 9th, 2022 civil session of Wake County Superior Court grants Plaintiff State of North Carolina's, *ex rel.* Joshua H. Stein, Attorney General, Motion for Judgment by Default against Defendant Jason Randal Dudley (d/b/a "Jason's Mobile Outboard Repair"). Based upon the Court's review of the record and the arguments of counsel, the Court makes the following:

FINDINGS OF FACT

1. The Plaintiff in this case is the State of North Carolina ("the State"), acting through its Attorney General, Joshua H. Stein, pursuant to authority granted in Chapters 75 and 114 of the North Carolina General Statutes.
2. The Defendant in this case is Jason Randal Dudley (hereafter "Defendant").
3. The State filed its Complaint, with supporting exhibits, on June 17, 2021.

4. In its Complaint, the State alleged that Defendant 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 alleged that Defendant's unlawful acts and practices included, but were not limited to, the following:

- (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.

5. On July 26, 2021, pursuant to N.C. Gen. Stat. § 75-14 and N.C. Rule of Civil Procedure 65, Superior Court Judge Andrew H. Hanford granted the State's Motion for a Temporary Restraining Order against Defendant enjoining Defendant from, *inter alia*, advertising and soliciting customers for performing and performing boat repair services in North Carolina. The Temporary Restraining Order was extended on July 30, 2021 and renewed on August 13, 2021.

6. On September 14, 2021, pursuant to N.C. Gen. Stat. § 75-14 and N.C. Rule of Civil Procedure 65, Superior Court Judge Bryan Collins granted the State's Motion for a Preliminary Injunction against Defendant enjoining Defendant from, *inter alia*, advertising and soliciting customers for performing and performing boat repair services in North Carolina.

7. Defendant failed to file an answer or other responsive pleading. On November 24, 2021, pursuant to N.C. Gen. Stat. § 75-14 and N.C. Rule of Civil Procedure 55(a), Assistant Wake County Clerk of Court S. Holland granted the State's Motion for Entry of Default against Defendant.

8. On February 28, 2022, the State filed a Motion for Judgment by Default with this Court, moving that this Judgment by Default be granted, pursuant to Rule 55(b)(2) of the N.C. Rules of Civil Procedure.

CONCLUSIONS OF LAW

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

10. Defendant was properly served process in accordance with Rule 4 of the N.C. Rules of Civil Procedure and N.C. Gen. Stat. § 1-75.10(a)(2).

11. Defendant has failed to file an answer or other responsive pleading; and, therefore, all of the allegations made by the State in the Complaint are deemed admitted.

12. The Complaint states claims upon which relief may be granted. The conduct alleged in the Complaint is in or affecting commerce.

13. From the record in this case, the State has made a sufficient showing that Defendant has engaged in violations of the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*

14. Defendant is subject to a Judgment by Default as provided by Rule 55(b)(2) of the N.C. Rules of Civil Procedure. Defendant is liable to the State for the relief requested by reason of the facts shown in the Complaint filed in this action, together with the record in this action.

15. This Court finds that entry of this Judgment by Default is in the public interest in order to prevent further harm to affected consumers.

16. This Court concludes that good and sufficient cause exists for entry of this Judgment by Default, pursuant to N.C. Gen. Stat. § 75-1.1, *et seq.* and N.C. Rule of Civil Procedure 55(b).

PERMANENT INJUNCTION

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Defendant, together with his officers, agents, employees, representatives, successors or assigns, and any persons acting in concert or participation with any of the foregoing, are permanently enjoined, under N.C. Gen. Stat. § 75-14, from:

- (a) Advertising, offering, or entering into contracts to perform boat repair, boat motor repair, or other related services (including diagnostic services);
- (b) Soliciting or accepting deposits or payments from consumers for performing boat repair, boat motor repair services, or other related services (including diagnostic services); and

- (c) Collecting any payment, directly or indirectly, from consumers related to boat repair, boat motor repair, or other related services (including diagnostic services).

CONSUMER RESTITUTION

IT IS FURTHER ORDERED that Plaintiff State of North Carolina, pursuant to N.C. Gen. Stat. § 75-15.1, *et seq.*, shall have and recover from Defendant the following:

- (d) Consumer restitution in the amount of \$15,630.70 (*See Exhibit A*);
- (e) Immediate return of all consumer property held by Defendant; and
- (f) Cancellation of all consumer contracts made by Defendant.

CIVIL PENALTIES

IT IS FURTHER ORDERED that Plaintiff State of North Carolina, pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15.2, shall have and recover from Defendant a civil penalty of five thousand dollars (\$5,000) for each violation of the Unfair and Deceptive Trade Practices Act, and that each victim be deemed a separate violation, totaling the amount of \$35,000.

SO ORDERED, this the 13th day of May, 2022.



The Honorable Stanley Carmical
SUPERIOR COURT JUDGE

EXHIBIT A

NAME	RESTITUTION
R. Blair	\$4,037.00
J. Crowe	\$1,535.00
J. Lytvinenko	\$605.00
E. Mitter	\$2,153.70
J. Morris	\$5,300.00
J. & A. Parker	\$500.00
G. Russell	\$1,500.00
TOTAL	\$15,630.70