

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 20 CVS 5504-910

STATE OF NORTH CAROLINA, *ex rel.*
JEFF JACKSON, Attorney General,

Plaintiff,

v.

DAVID JEWEL SATTERFIELD,
Individually, A1 TOWING SOLUTIONS, INC.,
and AUTOMOBILE RECOVERY &
PARKING ENFORCEMENT, INC.,

Defendants.

CONSENT JUDGMENT

THIS CAUSE came to be heard and was heard before the undersigned Superior Court Judge for entry of a Consent Judgment at the joint request of Plaintiff State of North Carolina, by and through Attorney General Jeff Jackson, and Defendants David Jewel Satterfield, A1 Towing Solutions, Inc., and Automobile Recovery & Parking Enforcement, Inc, by and though their attorney, Winfred R. Ervin, Jr. 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, Jeff Jackson, 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 David Jewel Satterfield resides at 7320 Grier Road, Charlotte, NC 28213.

1.3 Defendant A1 Towing Solutions, Inc. is a North Carolina corporation, with its principal place of business at 7425 Orr Rd. Charlotte, NC 28213.

1.4 Defendant Automobile Recovery & Parking Enforcement, Inc. is a North Carolina corporation, with its principal place of business at 7425 Orr Rd. Charlotte, NC 28213.

1.5 The State alleges that Defendants engaged in trade and commerce affecting consumers in North Carolina within the meaning of N.C. Gen. Stat. § 75-1.1, which included during and after a declared state of emergency in North Carolina, Defendants engaged in an ongoing pattern or practice of:

- improper and predatory booting or towing of trucks that were deployed for delivering food, water or needed medical supplies during a time of crisis, notwithstanding that the trucks' drivers had obtained the express permission of the property owners or lessors to park their vehicles;
- forcing drivers to pay exorbitant amounts – up to \$4,400.00 each– for release of their vehicles;
- engaging in other unfair or deceptive acts or practices, such as double-booting both the tractor and the attached trailer – when a boot on either unit would suffice to immobilize the rig – as a pretext for doubling the price demanded by Defendants for removing the obstruction, and threatening to greatly increase the fees or charges for release of the vehicles unless the drivers promptly pay the demanded amounts; and
- targeting the above practices towards, and employing them upon, African Americans at a disproportionate and vastly higher percentage than other consumers.

1.6 Defendants deny the allegations in the Complaint, Amended Complaint, and the assertions contained in paragraph 1.5. In the interest of compliance and resolution of this matter,

however, Defendants wish to resolve this controversy without further proceedings and are therefore willing to agree to the entry of this Consent Judgment.

II. CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

III. INJUNCTIVE RELIEF

3.1 Defendants and/or their businesses, agents, employees, and corporate successors or assigns, and any persons acting in concert with them, are hereby permanently restrained and

enjoined from engaging in unfair or deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1.

3.2 Defendants together with their agents, employees, representatives, subcontractors, successors and assigns, and any persons or entities acting in concert with them are permanently enjoined, under N.C. Gen. Stat. § 75-14, from:

3.2.1 charging or receiving payment for goods or services used as a direct result of a declared state of emergency or abnormal market disruption, or used during a declared state of emergency or abnormal market disruption to preserve, protect or sustain life, health, safety or economic well-being of persons or their property, with the knowledge and intent that the charge is an unreasonably excessive price under the circumstances, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1;

3.2.2 booting, otherwise immobilizing, preventing the departure or removal of, securing to a tow truck or flat bed, towing, or otherwise removing any vehicle (including but not limited to a tractor or truck cab, trailer, or any passenger vehicle) as well as demanding or receiving payment for release of any such vehicle without having first obtained written permission or authorization to do so from the owner or lessee of the property on which the vehicle was found;

3.2.3 towing or booting vehicles in private lots without the lot being clearly designated as such by legible signs in compliance with N.C.G.S. § 20-219.2 and Charlotte City Ordinance 6095-X as well as any signage required by future amendments to that statutory provision and to that Charlotte City Ordinance provision;

3.2.4 attempting to collect a charge for towing in excess of what is provided for in N.C. Gen. Stat. § 44A-2(d), or failing to inform the owner of the vehicle in writing, at the time of retrieval of the vehicle, that the owner has a right to pay the amount of the lien asserted, request immediate possession, and contest the lien for towing charges pursuant to the provisions of N.C. Gen. Stat. § 44A-4;

3.2.5 immobilizing, attempting to immobilize, authorizing, or causing to be immobilized, any commercial vehicle by use of a boot or any other immobilization device, in violation of N.C. Gen. Stat. § 20-219.3A;

3.2.6 retaining, withholding, conditioning the release of, or refusing to promptly return any commercial cargo obtained through a nonconsensual tow or government-initiated tow, in violation of N.C. Gen. Stat. § 20-219.15;

3.2.7 engaging in unfair or deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1, including but not limited to (1) charging for impounding and storing the tractor and trailer units separately, when the tractor-trailer components are attached as one unit; (2) booting vehicles while the driver is in the vehicle without first informing the driver or requesting that the driver move the vehicle; (3) using verbal attacks and threats, including threats of increasing charges to coerce consumers into paying excessive fees; (4) threatening to charge and/or charging a DMV filing fee when no filing fee of such amount is required by the Division of Motor Vehicles; (5) threatening to charge and/or charging an excessive credit card fee, and (6) requiring consumers to schedule an appointment to retrieve their vehicles while charging the consumer for storage fees related to any delay by defendants in making such appointment, including but not limited to during

weekends when defendants are not open for business, or in otherwise releasing the vehicle;

3.2.8 engaging in any prohibited debt collection practices, including (1) falsely representing the character or amount of the debt, including the implied representation that the towing or booting of the vehicle was lawful, as well as the representation that the vehicle owner would be subject to paying an excessive DMV filing fee when the North Carolina Division of Motor Vehicles charges no such fee, and (2) communicating any threat in connection with an effort to collect, in violation of N.C. Gen. Stat. §§ 75-50 *et seq.*;

3.2.9 engaging in any act, policy, or practice that discriminates on the basis of race or color in any aspect of Defendants' business. This injunction includes, but is not limited to, the adoption, performance, or implementation of any policy, practice, or act that intentionally targets African Americans.

3.3 The Preliminary Injunction Order entered in this case on May 22, 2020 is hereby dissolved. Furthermore, all rights to seek enforcement or damages based on any alleged violation of the preliminary injunction entered in this action on May 22, 2020 are hereby released.

IV. MONETARY RELIEF

IT IS FURTHER ORDERED that:

4.1 Restitution. Defendants shall pay to the Attorney General the sum of \$30,000.00 as consumer restitution to be paid by the Attorney General to those consumers identified by the Attorney General. Defendants shall pay \$10,000.00 of that sum to the Attorney General via cashier's checks or other certified funds made payable to the "North Carolina Department of Justice" on or before two weeks following the entry of this Consent Judgment. The remaining

\$20,000.00 shall be paid to the Attorney General via cashier's checks or other certified funds made payable to the "North Carolina Department of Justice" within 60 days following entry of this Consent Judgment.

4.2 Civil Penalty. Defendants shall pay the sum of \$110,000.00 to the Attorney General as civil penalties. The State's collection of the \$110,000.00 civil penalty is suspended during the time of Defendants' full compliance with the Consent Judgment. If, at any time, Defendants violate the terms of this Consent Judgment, this penalty shall be immediately due to the State.

4.3 Liability Is Joint And Several. Defendants' liability for the restitution and civil penalties provided in Paragraphs 4.1 & 4.2 above is joint and several.

V. GENERAL PROVISIONS

5.1 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.

5.2 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 any of these Defendants.

5.3 No Sanction of Business Practices. Defendants 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 Defendants' business operations.

5.4 Release of Claims. This Consent Judgment shall fully resolve all legal claims and issues raised against the Defendants (or any of them) in this Civil Action for their activities up to the date of entry of this Consent Judgment.

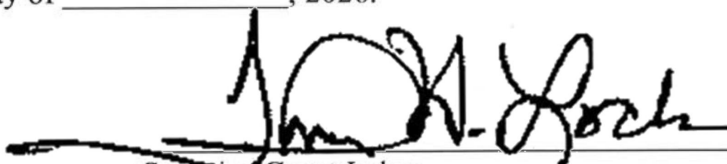
5.5 No Admission of Violation of Law. This Consent Judgment shall not be construed as, or be evidence of, admissions by Defendants, nor shall it be construed as a finding by this Court of any violation of North Carolina law, or any other law.

5.6 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 Defendants.

5.7 Regulation of Other Conduct. Nothing in this Consent Judgment is intended to relieve Defendants of their responsibility to comply with all applicable North Carolina laws.

[SIGNATURES FOLLOW ON NEXT PAGE]

SO ORDERED, this the ____ day of 2/12/2026, 2026.

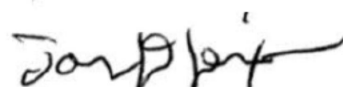


Superior Court Judge

CONSENTED TO:

BY:


PLAINTIFF STATE OF NORTH CAROLINA,
JEFF JACKSON, Attorney General



Torrey D. Dixon
Special Deputy Attorney General

2/5/2026


Date



Tanisha D. Folks
Special Deputy Attorney General

2/5/2026

Date



Brian D. Rabinovitz
Director of Major Litigation

2/5/2026

Date

DEFENDANTS DAVID JEWEL SATTERFIELD, Individually, A1 TOWING SOLUTIONS, INC., and AUTOMOBILE RECOVERY & PARKING ENFORCEMENT, INC.

Winfred R. Ervin, Jr.

Winfred R. Ervin, Jr.
Attorney for Defendants

Feb. 5, 2026

Date

David Jewel Satterfield

David Jewel Satterfield

Feb. 5th 2026

Date

David Jewel Satterfield

A1 Towing Solutions, Inc.
by: David Jewel Satterfield

Feb. 5th 2026

Date

David Jewel Satterfield

Automobile Recovery &
Towing Enforcement, Inc.
by: David Jewel Satterfield

Feb. 5th 2026

Date