

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. _____

STATE OF NORTH CAROLINA *ex rel.*)
JEFF JACKSON, Attorney General,)
)
Plaintiff,)
)
v.)
)
HOLLY CHRISTINA PHOTOGRAPHY)
LLC; HOLLY CHRISTINA SCOTT)
AYSCUE; and CHRISTOPHER OWEN)
AYSCUE;)
)
Defendants.)

**COMPLAINT FOR
INJUNCTIVE RELIEF,
RESTITUTION, AND CIVIL
PENALTIES**

**(Preliminary Injunction
Requested)**

Plaintiff, State of North Carolina, *ex rel.* Jeff Jackson, Attorney General (the “State,” “Plaintiff,” or “NCAGO”), brings this action against Defendant Holly Christina Photography LLC, and its owners, Holly Christina Scott Ayscue and Christopher Owen Ayscue, in their individual capacities and doing business as, Holly Christina Photography, (hereinafter, “Defendants”), alleging unfair and deceptive trade practices relating to the sale of bridal and wedding photography and videography, pursuant to the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.* The State seeks a permanent and injunctive relief against Defendants, civil penalties, restitution for the victims, attorneys’ fees, and other costs. In support of its Complaint, Plaintiff alleges as follows:

INTRODUCTION

Defendants operated a wedding photography and videography business that misled and defrauded over 166 consumers, including, but not limited to, brides, future brides, couples and/or families of couples, in a variety of ways. Consumers paid Defendants an advance deposit for

wedding photography, editing, and videography. After securing an advance, Defendants either failed to provide all the services promised in their signed contracts or performed no work at all. For instance, at least 92 consumers have requested refunds for down payments they made to Defendants for future wedding dates after Defendants shut down their business and have not received a refund from Defendants. Even for consumers who had weddings before Defendants shut down, Defendants repeatedly failed to perform according to their contracts. For at least 38 consumers, Defendants only provided some portion of the promised photographs and have not provided any videos. And in at least 35 instances, consumers received only raw photographs or videos, without any of the promised editing.

Apart from simply failing to deliver promised photography, editing, and videography services, Defendants also often deceptively advertised their services under the guise of a “last spot” being available for a date or season and pressured the majority of the complaining consumers to purchase wedding photography service packages before the “last spot” was taken. Defendants also booked multiple weddings on the same day and utilized backup service providers without the knowledge or consent of the consumers, as required in the contracts. Finally, and most alarmingly, Defendants continued soliciting and taking deposits from consumers until shortly before suspending operations on January 25, 2026, despite knowing their business was not sustainable, keeping payments without providing products, services, or refunds.

The actions of Defendants marred the most important day in these couples’ lives. Complainants expressed frustration, depression, confusion, and despair after learning that, despite a substantial payment and clear contractual promises, Defendants simply failed to produce the promised photographs and videos that serve as lasting relics of a couple’s wedding. Complainants with future weddings have undergone substantial personal and financial hardship in trying to

secure and pay for photography and video services for their nuptials after Defendants shut down and refused to provide any refunds. The brides, grooms and/or families deserved better. These missing memories are irreplaceable, but the State brings this action to at least recover the payments that were made to Defendants and to stop Defendants from perpetuating their unfair and deceptive business practices on other unsuspecting couples.

In total, Defendants contracted with at least 166 families and promised to provide bridal and wedding photography, editing, and videography services and failed to deliver, before ultimately ceasing operations, and unlawfully retaining approximately \$763,000 in consumer deposits. In short, Defendants were unfair and 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 Defendant, 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, Jeff Jackson, brings this action pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

2. Defendant Holly Christina Photography LLC (hereinafter, "Defendant HCP") is a North Carolina limited liability company with a principal address of 330 Sutherland Drive, Franklinton, North Carolina 27525. The company was organized in North Carolina on February 4, 2025, and is listed as "current-active" status on the N.C. Secretary of State's website.

3. Defendant Holly Christina Scott Ayscue (hereinafter, "Defendant Holly Ayscue") is one of the two owners of Defendant HCP and is a resident of Franklin County. Prior to

organizing Defendant HCP, Defendant Holly Ayscue was doing business as Holly Christina Photography.

4. Defendant Christopher Owen Ayscue (hereinafter, “Defendant Chris Ayscue”), is the other owner of Defendant HCP and is a resident of Franklin County. Prior to organizing Defendant HCP, Defendant Chris Ayscue was doing business as Holly Christina Photography.

5. Defendant Holly Ayscue and Defendant Chris Ayscue are being sued in their individual capacities as acting agents and principal officers of Defendant HCP, formerly doing business as Holly Christina Photography.

6. This Court has personal jurisdiction over Defendants under N.C. Gen. Stat. § 1-75.4, as they are organized and have their principal place of business in North Carolina, are residents of North Carolina, and the Defendants’ acts and omissions alleged here occurred within the State of North Carolina.

7. This Court has subject matter jurisdiction over this dispute under N.C. Gen. Stat. §§ 75-1.1 & 75-15.

8. Venue is proper in Wake County based on the Attorney General’s selection under N.C. Gen. Stat. § 75-14.

FACTUAL ALLEGATIONS

9. Since on or about July 2019, Defendant Holly Ayscue and Defendant Chris Ayscue were, and have been at all times relevant to this action, engaged in the business of advertising, soliciting, offering for sale, and selling bridal and wedding photography, editing, and videography services to individuals in the State of North Carolina, including Wake County. Defendants marketed themselves as a small, family-run business.

10. At all times relevant herein, Defendant Holly Ayscue and Defendant Chris Ayscue operated under the business name Holly Christina Photography, and when it was organized in February 2025, acted as agents and principal officers of Holly Christina Photography LLC, at 330 Sutherland Drive, Franklinton, North Carolina 27525.

Business Practices & Promises

11. Defendants sold a “Diamond Photo & Video Bundle” that included: 8 hours of service coverage, with a customized timeline for the couple’s wedding day to ensure all important details were captured; two photographers; one videographer; 700+ professionally edited photographs; a gallery of online photographs from the wedding day; copyright release for personal use of the images; videos shot in 4K; a 7-8 minute professional edited cinematic highlight video reel with voice over options; all raw video files; a separate ceremony video edit; a separate toast/speech video edit; a first dance video edit; and aerial drone video footage. The package also included a complimentary bridal portrait or engagement session lasting one hour; and a complimentary photo album.

12. Defendants’ practice would be to receive at least a fifty percent (50%) deposit from couples to reserve their services for the date and time of the couples’ weddings. Defendants would also offer a ten percent (10%) discount to consumers who paid for Defendants’ services in full, which many consumers opted into.

Unfair & Deceptive Practices before Shutting Down

13. Defendants engaged in a variety of unfair and deceptive trade practices even before abruptly shutting down in January 2026. For instance, Defendants frequently deceptively marketed their services under a “last spot available” promotion for a given date or season and offered a

fifteen percent (15%) to thirty percent (30%) discount for reserving the spot, with an additional ten percent (10%) discount for paying in full.

14. Upon information and belief, of the 166 consumer complaints received by the NCAGO, at least 76, almost half, were told they were being offered the last spot available. In their complaints to the NCAGO, consumers described how they felt rushed by Defendants, who used the high-pressure tactic of offering a “last spot” promotion to have the consumer sign a contract the same day as their initial conversation with Defendants, all the while Defendants knew they were misleading couples by falsely marketing their availability.

15. At least three consumers were sold on a “last spot” available promotion for the same wedding date.

16. Further, before shutting down, Defendants would deceptively and unfairly misrepresent who would be providing services at the weddings.

17. Defendants would frequently double- or triple-book consumers with the same wedding dates in different parts of the state, and sometimes out of state. Upon information and belief, Defendants double- or triple-booked weddings on at least 60 dates, with at least two dates, Defendants having booked up to 5 weddings.

18. But Defendants marketed themselves as a small, family business. Upon information and belief, it would not have been possible to staff these weddings as described in their contracts (i.e., two photographers and one videographer) without Defendants knowing in advance that the services would be contracted out to photographers that did not work directly for Defendant HCP.

19. Many consumers reported that they expected that Defendant Holly Ayscue would be the photographer at their weddings and Defendant Chris Ayscue would be the videographer at their weddings. Defendants’ contract required that clients receive advance notice of, and the right

to approve, the use of a qualified professional replacement to fulfill Defendants' obligations in the event the Defendants could not provide the services.

20. But due in part to Defendants booking multiple weddings for the same day, Defendants would use photographers and videographers other than Defendant Holly Ayscue and Defendant Chris Ayscue to meet their contractual obligations, without notifying the consumers in advance, contrary to the consumers' expectations. Defendant Holly Ayscue's family members would attend their weddings, while Defendant Holly Ayscue would only be providing editing services.

21. These unfair and deceptive trade practices, replete in the complaints received by the NCAO, mostly occurred before Defendants ceased operations in 2026. Since that time, however, Defendants' unfair and deceptive business practices became even more blatant.

Unfair & Deceptive Practices after Defendants Cease Operations

22. On January 19, 2026, Defendants made a statement on their website that all scheduled weddings would continue to be covered and that they were working through a backlog of photographs and videos to edit for weddings they had already serviced. See HCP Social Media Posts dated January 19, 2026, attached as Exhibit 1, which are incorporated herein by reference.

23. Despite these public reassurances, Defendants ceased operations less than a week later, on January 25, 2026, by posting a message on their social media site. Defendants did not provide consumers with whom they had already contracted advance notice that they were closing the business, nor did they provide any information about refunding money for services that would not be rendered. See HCP Facebook Post dated January 25, 2026, attached as Exhibit 2, which is incorporated herein by reference.

24. Upon information and belief, Defendants knew they could not provide wedding photography services at least several weeks prior to their January 25 announcement. Despite this knowledge, Defendants continued to accept deposits from couples until at least January 10, 2026.

25. At least 127 consumers with upcoming wedding dates, all of whom had paid partial deposits of at least \$1,500.00—and often much more—were left without any information as to whether Defendants would provide services at the time of their weddings, including twenty-four couples whose weddings were less than 90 days away.

26. Defendants have not provided refunds or assistance in seeking alternate photographers.

27. For those consumers for whom Defendants performed photography services at their weddings within 8-10 weeks before Defendants ceased operations, Defendants have not provided their full contracted for services and provided no refund or explanation. Some couples have only received “sneak peeks,” or up to 100 photographs, a small portion of what Defendants contracted to produce. Many couples have received no video, as promised. Still others have only received raw, unedited photographs and/or videos.

NCAGO’s Attempts to Resolve Issues

28. The NCAGO’s Consumer Protection Division has received 166 consumer complaints against Defendants beginning on January 19, 2026. See Affidavit of Investigator Rosemary Revis, attached as Exhibit 5, which along with the attached consumer complaints, are incorporated herein by reference.

29. On January 20, 2026, the NCAGO sent an email and certified mail to Defendants, with copies of the consumer complaints received by the NCAGO, asking them how they would be responding to consumers. The NCAGO provided Defendants 10 days to respond.

30. On January 30, 2026, the NCAGO sent another email and certified mail to Defendants, with copies of more complaints that had been received, and put Defendants on notice that they were to retain all records as part of a litigation hold.

31. On February 3, 2026, and February 6, 2026, the NCAGO continued to send Defendants, by email and certified mail, the complaints received by its office.

32. On February 5, 2026, Defendants Holly Ayscue and Chris Ayscue responded to the NCAGO's emails. They did not provide a substantive response regarding how they would be handling consumer complaints, and, to date, they have not followed up, as they indicated they would, to coordinate a phone call. See Defendant HCP Email dated February 5, 2026, attached as Exhibit 3, which is incorporated herein by reference.

33. On February 7, 2026, Defendant HCP sent an email to consumers informing them that they would not be able to provide services for any upcoming events and provided no indication that they would refund deposits. See Defendant HCP Email dated February 7, 2026, attached as Exhibit 4, which is incorporated herein by reference.

34. What follows are representative examples of consumers who never received the full package of photos and videos promised by Defendants or refunds for deposits made on photography and videography services that were not provided.

Experience of Carolina Roach

35. In late August 2024, Carolina Roach, and her then-fiancé, spoke with Defendant Holly Ayscue and later entered a contract with Defendants on September 17, 2024, for photography and videography services for their September 27, 2025, wedding.

36. Mrs. Roach entered into a contract with Defendants after seeing a promotion that a "last spot" was available at a reduced rate. Mrs. Roach paid a total of \$6,079.20 over two payments.

37. The agreement included a designated photography team and drone coverage as part of the contracted services. The Diamond Photo and Video package Mrs. Roach purchased included 8 hours of wedding photography coverage, 700 plus professionally edited images, online image gallery, complimentary 1 hour engagement session or a bridal portrait, 8 hours of video coverage all shot in 4K, a 7- to 8- minute cinematic highlight reel, and all raw video files. The agreement also provided a custom timeline for the wedding day and a copyright release.

38. On the day of the wedding, September 27, 2025, Defendants sent photographers and videographers other than those originally designated. Mrs. Roach and her partner were not notified of this substitution in advance, nor was any explanation provided. Defendants also did not provide the drone coverage specified in their contract with Mrs. Roach.

39. Defendant Holly Ayscue told Mrs. Roach over the phone and by email that the full photo gallery and video would be delivered within eight (8) to twelve (12) weeks of her wedding, which would have been December 20, 2025, at the latest.

40. On October 2, 2025, Mrs. Roach received a “sneak peek” of 78 color photographs and 78 black and white photographs but still has not received the full edited gallery of photographs or any videos from the wedding.

41. Mrs. Roach emailed Defendants on December 6, 2025, to see when the full gallery of photographs and video would be available. Defendants responded on December 8th, saying they would be available by December 21, 2025. Mrs. Roach emailed again on December 23, 2025, asking for an update. That same day, Defendants responded saying that they would have them by the end of the week.

42. On January 8, 2026, Mrs. Roach emailed Defendants asking for an update. Defendants responded saying there was an emergency and would be back in touch soon.

43. On January 19, 2026, Mrs. Roach emailed Defendants requesting the full, edited gallery and a firm delivery timeline, an explanation for the staffing change, and confirmation that the final products would match the quality and style they contracted for.

44. On January 25, 2026, Mrs. Roach sent an email to Defendants requesting the full gallery of raw images.

45. Despite multiple attempts to follow up, Mrs. Roach received no meaningful updates, no revised timeline, and no deliverables other than a few sneak peek photos. Communication from the company was minimal and largely unresponsive.

46. On February 4, 2026, Mrs. Roach received an email from Defendants stating that it was no longer able to complete post-production services. The email indicated that because of the business closing, Defendants were providing Mrs. Roach with all available raw photo and video files. Defendants included a link in the email to download the files, but the link did not work.

47. Mrs. Roach responded to Defendants' email on February 4, 2026, to let them know that the link did not work. Mrs. Roach never heard back from Defendants in response to her February 4, 2026, email.

48. Mrs. Roach is frustrated and confused by the fact that Defendants only attempted to send her the raw photo and video files after Defendants had told her repeatedly that editing of the photos and videos was almost done.

49. Mrs. Roach has experienced extreme anxiety. She is worried that she may not get her wedding photos or videos. She is depressed, frustrated, and stressed about the whole situation.

50. On January 28, 2026, Mrs. Roach filed a complaint with the NCAGO.

51. Carolina Roach's affidavit, summarizing the complaint she submitted to the NCAGO, is attached as Exhibit 6, and incorporated herein by reference.

Experience of Madeline Dauer

52. On December 22, 2024, Madeline Dauer signed a contract with Defendant Holly Ayscue for wedding photography and videography services for her wedding on October 3, 2025.

53. Mrs. Dauer spoke with Defendant Holly Ayscue and received an email from Defendant Holly Ayscue offering “the last spot” sale as part of a promotional sale, which included a twenty percent (20%) discount and an additional ten percent (10%) discount for paying in full.

54. Mrs. Dauer paid \$5,961.65, in full, for the Diamond Photo and Video package and to reserve the date. The package was to include 2 photographers, a few video clips of the wedding, 700 edited photos and an engagement shoot or a bridal portrait.

55. Defendant Holly Ayscue did not photograph Mrs. Dauer’s wedding. She sent her sister Emerald to photograph and another woman to video.

56. After her wedding on October 3, 2025, Mrs. Dauer received a gallery with approximately 50 photos, far fewer than expected.

57. Mrs. Dauer reached out periodically regarding the remaining photos and video. The contract stated delivery within 12 weeks, which would have been December 26, 2025.

58. In late December 2025, Defendant Holly Ayscue personally updated Mrs. Dauer, stating Mrs. Dauer would receive her edited photos by the end of that week. But that date came and went, and Mrs. Dauer received nothing.

59. On January 8, 2026, Mrs. Dauer received an email stating Defendants were behind on edits due to unforeseen circumstances.

60. On January 25, 2026, Mrs. Dauer saw Defendants’ social media post that business operations were being formally closed.

61. Defendants have failed to respond to Mrs. Dauer's numerous attempts at communication.

62. According to her affidavit, the situation was very upsetting because Mrs. Dauer was not sure she would receive her family photos from the wedding. This was a time when her whole family was together, and she was sad because she might not get to see and share the photos with other family members.

63. Mrs. Dauer filed a complaint with the NCAGO on January 27, 2026.

64. On February 3, 2026, Mrs. Dauer received an email from Defendant HCP stating that they have ceased operations and will no longer be able to complete post-production services. As part of closing the business, they provided Mrs. Dauer with a link to all available raw photos and/or video files from her wedding. Mrs. Dauer has not, however, received any edited photos or videos that had been promised and that she paid for.

65. Madeline Dauer's affidavit, summarizing the complaint she submitted to the NCAGO, is attached as Exhibit 7, and incorporated herein by reference.

Experience of Alexis Sullivan

66. On March 9, 2025, Alexis Sullivan contracted with Defendants for photography and videography services to be performed at her wedding in March 2026. The package included: 8 hours of wedding photography and videography, 2 hours of rehearsal coverage on March 19, 2026, and a bridal portrait session.

67. During a Zoom consultation on March 9, 2025, Defendant Holly Ayscue stated she would be the primary photographer; her husband and co-owner, Defendant Chris Ayscue, would be the videographer; and her sister, Emerald, would be the secondary photographer.

68. Defendant Holly Ayscue offered Ms. Sullivan and her partner “the final spot” in a pre-season wedding special with a significant discount and an additional ten percent (10%) discount for full payment. To take advantage of the offer, Ms. Sullivan and her partner paid \$7,656.90 in full to Defendants on March 9, 2025.

69. In July 2025, Ms. Sullivan scheduled bridal portraits for November 2, 2025. Defendant Holly Ayscue’s brother, Jordan, arrived at the venue to complete the portraits. Ms. Sullivan was expecting Defendant Holly Ayscue to be their photographer.

70. On December 4, 2025, Ms. Sullivan received 31 preview photos of her bridal portraits.

71. On December 18, 2025, Ms. Sullivan scheduled a video call with her wedding planner and Defendant Holly Ayscue for January 13, 2026, which was confirmed via email.

72. On January 13, 2026, Ms. Sullivan emailed Defendants prior to the call but received no response. No one from the company attended the scheduled call.

73. During the call, Ms. Sullivan texted Jordan to inquire if Defendant Holly Ayscue would attend the call but did not receive a response.

74. Ms. Sullivan then sent an Instagram message to Defendants on January 19, 2026, and did not receive a response.

75. Ms. Sullivan attempted calling Defendants four times between January 19–23, 2026. The numbers were not accepting calls.

76. Ms. Sullivan received an email from Defendants on February 7, 2026, stating that the business has ceased operations, will not be able to provide services for upcoming events, and all business operations are in the process of being formally closed.

77. Ms. Sullivan's last attempted communication with Defendants was on February 10, 2026, when she responded to a February 7, 2026, email from Defendant HCP stating it was ceasing operations. She has not received a response to her email.

78. While Defendants delivered the raw data, unedited, portrait gallery from Ms. Sullivan's bridal portrait session on December 4, 2025, it has still not provided any edited photos.

79. According to her affidavit, the situation has caused Ms. Sullivan great emotional strain over the last 30 days. She has spent hours trying to find a videographer and photographer for her upcoming wedding. This has created a financial strain because she never received a refund for any portion of the \$7,656.70 she paid Defendant HCP for services during her upcoming wedding that will never be rendered.

80. Ms. Sullivan filed a complaint with the NCAGO on January 24, 2026.

81. Alexis Sullivan's affidavit, summarizing the complaint she submitted to the NCAGO, is attached as Exhibit 8, and incorporated herein by reference.

Experience of Lauren Mortell

82. On March 12, 2025, after speaking with Defendant Holly Ayscue, Lauren Mortell signed a contract with Defendants for wedding photography services for her wedding scheduled for May 16, 2026.

83. At the time of contracting, Defendant Holly Ayscue informed Ms. Mortell that she was receiving the "last spot" sale and could receive an additional discount if she paid in full. Ms. Mortell paid \$3,690.70 in reliance on this representation.

84. In the weeks preceding her affidavit, Ms. Mortell became concerned that Defendants were not responding to other clients and were failing to deliver photos and videos on time, while continuing to post on social media and accept future bookings.

85. Ms. Mortell attempted to contact all phone numbers associated with Defendants. Upon calling, she received automated messages stating that the numbers were “disconnected” or “no longer receiving calls at this time.”

86. On January 13, 2026, Ms. Mortell began seeing comments on Defendants’ Instagram page. She began reaching out to people commenting on her posts to learn about their experiences. One of the commenters created a Facebook group and added Ms. Mortell to the group. From there, she created a Google Form to gather the stories of other brides.

87. Based on the responses to this survey, upon information and belief, Defendants scheduled four other weddings on the same date as Ms. Mortell’s wedding date. Of these five weddings scheduled for May 15, 2026, three of the consumers were sold on a “last spot” available promotion.

88. Defendant Holly Ayscue described her business as a family-run business, with her brothers and sisters acting as co-photographers. Ms. Mortell does not believe Defendants have the staff to cover five weddings on the same date.

89. On January 25, 2026, Ms. Mortell saw Defendants’ social media post saying that it was ceasing operations.

90. Ms. Mortell has spent \$7,500 to hire a new photographer. Because she had already paid Defendant and never received any refund, she is unable to get a videographer. Ms. Mortell is nervous about contracting with another company because of her experience with Defendants.

91. Ms. Mortell filed a complaint with the NCAGO on January 26, 2026.

92. On February 7, 2026, Ms. Mortell received an email from Defendants stating that they had ceased operations, they would not be able to provide photography or videography services for upcoming events, and all business operations are in the process of being formally closed.

93. According to her affidavit, Ms. Mortell is very sad, worried, and nervous about this situation. She doesn't know if she will ever get her money back.

94. Lauren Mortell's affidavit, summarizing the complaint she submitted to the NCAGO, is attached as Exhibit 9, and incorporated herein by reference.

Defendants Unfair and Deceptive Trade Practices Have Impacted North Carolina

95. Defendants knowingly accepted substantial payments from consumers to provide bridal and wedding photography and editing services, knowingly failed to deliver the photographs and videos for which consumers paid, knowingly failed to inform consumers of any delays, and knowingly failed to refund consumers' monies that made full payment or partial payment deposits.

96. Defendants knowingly, intentionally, and deliberately, accepted payments, often in full, with an average payment being over \$4,600.00, from consumers when they could not provide consumers the services for which they were contracted.

97. Defendants knowingly, intentionally, and deliberately, provided consumers with inconsistent and inadequate information regarding when photographs and videos would be delivered.

98. Defendants knowingly, intentionally, and deliberately, made misleading statements upon which consumers were likely to rely upon to the consumers' detriment, including but not limited to statements regarding photography and videography services and when photographs and videos would be delivered.

99. Defendants actively solicited consumers and accepted deposits from consumers until the weeks before it suspended operations. Upon information and belief, Defendants did so fully aware that they would be unable to fulfill the services for which they were contracted, with

no intention of providing products or refunds to consumers and with the deliberate design of deceiving consumers by taking their money for a non-deliverable service or product.

100. Defendants' business practices and tactics, described above, were knowingly, intentionally, and deliberately devised, and carried out by Defendants with full awareness of the harm those practices and tactics would exact upon Defendants' consumers during this especially meaningful and emotionally significant time of the consumers' lives.

101. The business practices and tactics described above were conceived in and affected commerce in North Carolina, with substantially all impacted consumers being North Carolina residents and substantially all weddings occurring in North Carolina and have had a substantial and negative impact thereon.

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

102. Plaintiff alleges that Defendants' unfair and deceptive practices include, but are not limited to, the following:

- a. soliciting and requiring advance deposits and payments from consumers for photography, videography and associated editing services for photographs and videos when Defendants should have known they could not deliver the photographs and videos either at all or edited as promised within the timeframe provided, or had little or no intention on delivering the promised photographs and videos;
- b. making false statements regarding "last spot" promotions and their availability for specific wedding dates;
- c. failing to refund consumers' advance payments after cancelling their contracts;
- d. making false promises to provide consumers' photographs and videos; and

- e. making false promises that the contractually promised work would eventually be completed.

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

104. Pursuant to N.C. Gen. Stat. § 75-14, the Attorney General is authorized to seek injunctive relief to restrain Defendants' violations of N.C. Gen. Stat. § 75-1.1 *et seq.*

105. Pursuant to N.C. Gen. Stat. § 75-15.1, the Attorney General is authorized to seek and obtain cancellation of all contracts and restoration of all moneys obtained by Defendants because of their violations of N.C. Gen. Stat. § 75-1.1.

106. Pursuant to N.C. Gen. Stat. § 75-15.2, the Attorney General is authorized to seek and obtain civil penalties for each and every knowing violation of a statute, including but not limited to N.C. Gen. Stat. § 75-1.1, where the Defendants violated N.C. Gen. Stat. § 75-1.1.

107. Pursuant to N.C. Gen. Stat. § 75-16.1, the Attorney General is authorized to seek and obtain a reasonable attorney fee for the prosecution of this action.

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

108. Plaintiff incorporates here by reference the allegations set forth in all the above paragraphs.

109. As established by this Complaint, the attached affidavits of some of Defendants' North Carolina consumers, and the attached consumer complaints, Defendants' above-alleged practices, misrepresentations, and omissions are ongoing and illegal, and the State is likely to succeed on the merits of its claims.

110. Defendants' acts, practices, misrepresentations, and omissions have adversely affected the public interest, harming consumers by causing them to incur costs and delays during an especially meaningful and emotionally significant time in the consumers' lives.

111. 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 the Prayer for Relief below.

112. The balance of the equities favors the issuance of a preliminary injunction.

113. Unless Defendants are enjoined, the public interest will continue to be adversely affected.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays the Court for the following relief:

1. That Defendants, together with their agents, employees, representatives, successors, and assigns, be enjoined under N.C. Gen. Stat. § 75-14 from the acts and practices listed above in Plaintiff's Factual Allegations;

2. That Defendants, together with their agents, employees, representatives, successors, and assigns, be enjoined under N.C. Gen. Stat. § 75-14 from advertising, offering, soliciting, or entering contracts with consumers for any photography or videography services, including accepting advance payment from consumers for any product or service;

3. That Defendants, together with their agents, employees, representatives, successors, and assigns, be enjoined under N.C. Gen. Stat. § 75-14 from performing any photography or videography services; and

4. That Defendants, together with their agents, employees, representatives, successors, and assigns, be enjoined under N.C. Gen. Stat. § 75-14 be restrained from transferring, withdrawing, concealing, disposing, or encumbering any of Defendants' or consumers' assets without permission of the Court.

5. That the Court schedule a hearing to determine whether a Preliminary Injunction should be ordered pending the final adjudication of this case;

6. 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.

7. That the Court require Defendants to make restitution to their North Carolina consumers, as provided by N.C. Gen. Stat. § 75-15.1;

8. That Defendants be required to pay civil penalties to the State of up to Five Thousand Dollars (\$5,000.00) per violation of the Unfair or Deceptive Trade Practices Act, pursuant to N.C. Gen. Stat. § 75-15.2;

9. That Defendants' contracts be cancelled, and that Defendants be ordered to return funds to purchasers of their services, pursuant to N.C. Gen. Stat. § 75-14 and N.C. Gen. Stat. § 75-15.1;

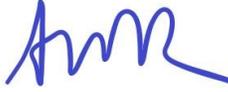
10. That Defendants be ordered to reimburse Plaintiff for its attorneys' fees and litigation expenses in this action, pursuant to N.C. Gen. Stat. § 75-16.1;

11. That the costs of this action be taxed on Defendants; and

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

This the 24th day of February, 2026.

STATE OF NORTH CAROLINA
ex rel. JEFF JACKSON, Attorney General
Kunal J. Choksi
Senior Deputy Attorney General
N.C. State Bar No. 5666
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