

NORTH CAROLINA

FILED

IN THE GENERAL COURT OF JUSTICE

WAKE COUNTY

2014 APR 23 PM 1:12

SUPERIOR COURT DIVISION

WAKE COUNTY, C.S.C.

File No. 14 CVS 05088

STATE OF NORTH CAROLINA,)
ex rel. ROY COOPER, ATTORNEY)
GENERAL,)

Plaintiff,)

v.)

EAGLE ROOFING AND RESTORATION,)
LLC, GBS ROOFING, LLC, and)
BRIAN WILLIAM SMITH, individually)
and in his capacity as managing member)
of EAGLE ROOFING AND)
RESTORATION, LLC and GBS)
ROOFING, LLC,)
Defendants.)

TEMPORARY RESTRAINING ORDER

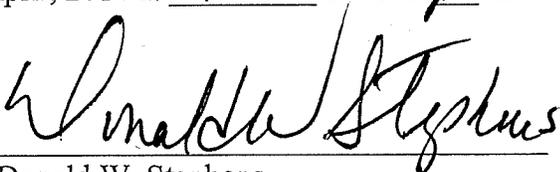
THIS MATTER came on for hearing before the undersigned Judge presiding over the April 21, 2014 civil session of Wake County Superior Court upon application by plaintiff for a Temporary Restraining Order under N.C. Gen. Stat. § 75-14 prohibiting the defendant roofing contractors from soliciting or obtaining advance payments or deposits from North Carolina home owners. Special Deputy Attorney General David N. Kirkman appeared on plaintiff's behalf. Plaintiff's counsel represented to the Court that he gave due notice of the time and location of this hearing to defendants and that he had sent defendant Smith an electronic copy of the Complaint herein. No one appeared on behalf of any of the defendants. Based upon the Complaint, the victim affidavits and the other exhibits attached thereto, as well as the representations of counsel, it appears to the Court that plaintiff is likely to prevail on the merits of this action and that a Temporary Restraining Order as requested by plaintiff should be entered in order to prevent further violations of the Unfair and Deceptive Trade Practices Act and further harm to the public.

IT IS THEREFORE ORDERED that plaintiff's application for a Temporary Restraining Order is allowed and that defendants, together with their agents, employees, successors and assigns, be and hereby are Temporarily Restrained from soliciting, requiring or receiving any down payment, deposit, credit card debit authorization, checking account debit authorization, promissory note or other form of advance payment, regardless of how that payment might be denominated or constructed, from any North Carolina home owner for the performance of roof replacement, roofing repairs or other home improvement or home repair services. In addition, and unless the home owner directs them to stop, defendants shall complete any roofing projects now underway, but they and their agents, employees, successors and assigns are specifically prohibited from requiring, requesting or receiving any payment from the home owner until all work required under the contract with the home owner has been completed to the home owner's satisfaction.

IT IS FURTHER ORDERED that defendants shall appear before the court on May 5, 2014, at 10:00 o'clock A.m., in Courtroom 10C of the Wake County Courthouse there to show cause, if any there might be:

1. Why the transactions described in plaintiff's complaint were not completed; and
2. Why the terms and conditions set forth above should not be extended until the final resolution of this action through the entry of a Preliminary Injunction under N.C. Gen. Stat. § 75-14 and Rule 65 of the Rules of Civil Procedure

SO ORDERED this the 23rd day of April, 2014 at 1:00 o'clock P.m.



Donald W. Stephens
SENIOR RESIDENT SUPERIOR COURT JUDGE