

FILED

NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

WAKE COUNTY

2013 MAY 22 PM 1:03 SUPERIOR COURT DIVISION

WAKE CO., C.S.C. File No. \_\_\_\_\_  
BY \_\_\_\_\_

STATE OF NORTH CAROLINA, )  
 ex rel. ROY COOPER, ATTORNEY )  
 GENERAL, )  
 Plaintiff, )  
 )  
 v. )  
 )  
 JIMMY STEVENS, )  
 d/b/a ORANGE PAVING, )  
 ACE PAVING, POWER BLACK TOP )  
 PAVING, and BIG TIME PAVING, )  
 )  
 Defendant. )

**COMPLAINT**  
(Temporary Restraining Order Requested)

**INTRODUCTION**

Plaintiff brings this action against the defendant driveway paving contractor, alleging violations of the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, et seq., and related marketing practice statutes and regulations. Plaintiff seeks temporary, preliminary and permanent injunctive orders banning defendant from further residential driveway paving operations in the state, as well as restitution for victims, civil penalties and other remedies.

**PARTIES**

1. Plaintiff is the State of North Carolina, on relation of its Attorney General, Roy Cooper, who brings this action pursuant to authority found in Chapters 75 and 114 of the North Carolina General Statutes.
2. Upon information and belief, defendant Jimmy Stevens is a resident of Orange County, North Carolina.
3. Defendant has done business throughout North Carolina and in other states under the

names Orange Paving, Ace Paving, Power Black Top Paving and Big Time Paving, among others.

### **FACTUAL BACKGROUND**

4. In recent months and weeks, defendant has offered driveway paving services to home owners in North Carolina.

5. It has been defendant's regular practice to offer the aforementioned services to North Carolina home owners by arriving at their properties unannounced and making a sales pitch.

6. When offering the aforesaid driveway paving services to North Carolina home owners, it has been defendant's regular practice to claim or imply that he will provide the service at a substantial discount from market prices because he and his crew have equipment in the neighborhood and leftover asphalt or gravel from another nearby job.

7. It has been defendant's regular practice to target and approach older home owners with the aforesaid sales pitches.

9. Defendant typically does not memorialize his supposed agreements with home owners via a printed contract that is signed by the parties before work commences. He operates, instead, based upon verbal agreements with his customers.

10. When he approaches a potential customer, defendant typically has paving equipment and a crew mustered nearby, along with supposed paving materials. If a potential customer consents to the work, defendant and his crew will begin work immediately.

11. Defendant regularly has failed to provide to his North Carolina customers with written contracts bearing clearly and prominently printed disclosures, positioned near the signature line, informing the customer that he or she has the unconditional legal right to cancel the contract within three days.

12. Defendant regularly has failed to provide to his North Carolina customers with written contracts bearing clearly and prominently printed disclosures, positioned near the signature line, directing the customer's attention to an attached Notice of Cancellation form.

13. Defendant regularly has failed to provide to his North Carolina customers with two copies of a printed "Notice of Cancellation" form which states the contract date, advises that the customer has three days in which to reconsider and cancel the agreement, specifies the cancellation deadline, and provides information on how and when the customer should transmit the Notice of Cancellation form to defendant should he or she elect not to proceed with the transaction.

14. Defendant regularly has failed to advise customers verbally of their unconditional rights to cancel their transactions within three days.

15. On February 19, 2013, defendant was warned in an email by Investigator Linda Matthews of the North Carolina Attorney General's Office, Consumer Protection Division, that his driveway paving contracts with North Carolina home owners violated N.C. Gen. Statute § 14-401.13 because they were not in writing and none of the printed disclosures and notices discussed above were included. He was warned again by the undersigned counsel for plaintiff in an email dated March 4, 2013. Copies of those two email messages are attached hereto as Plaintiff's Exhibits 1 and 2, respectively.

16. As shown by the attached affidavits of Bernard Holliday of Creedmoor, Olivia Worthen of Kernersville, Mark Bercegeay of Raleigh and Donald Williams of Raleigh, labeled Plaintiff's Exhibits 3 through 6, respectively, defendant has ignored the warnings set forth in the preceding paragraph and continues with the above described practices, representations and omissions while doing business in North Carolina.

17. It is also defendant's regular practice, as shown by the attached affidavits from home owners, to lay down and roll a substance that never hardens like normal asphalt. He advises his customers not to drive on the substance for three days. Soon thereafter, when the customers drive on their supposedly paved driveway, the substance comes apart.

18. Upon information and belief, defendant is either laying down an aggregate of useless "cold" asphalt when he performs these driveway paving jobs or he is utilizing some other mixture of substances that merely looks like asphalt for a short while after it has been applied.

19. Defendant is facing scores of criminal charges in Polk County, Florida for allegedly defrauding elderly home owners earlier this year in driveway paving transactions.

20. The Winston-Salem Police Department advises that defendant is engaging in activities in the Forsyth County area matching those described above.

21. Defendant's aforesaid acts, practices, representations and omissions have been in and affecting commerce in North Carolina and have had a substantial and negative impact thereon.

22. Defendant has engaged in the aforesaid acts, practices, representations and omissions knowingly and willfully.

**CLAIM FOR RELIEF: UNFAIR AND DECEPTIVE TRADE PRACTICES;**  
**N.C. GEN. STAT. § 75-1.1.**

23. Plaintiff incorporates herein by reference paragraphs one through twenty-two, above, and alleges further that the disclosures and notices set forth in paragraphs eleven through fourteen, above, are required by N.C. Gen. Stat. § 14-401.13 (Failure to give right to cancel in off-premises sales). They are also required under the Door-to-Door Sales Rule promulgated by the Federal Trade Commission at 16 Code of Federal Regulations 429.1, pursuant to authority found in Section 5(a) of the Federal Trade Commission Act, 15 U.S.C. § 45(a).

24. Defendant never advises customers prior to commencing work, either verbally or in writing, that they have three days in which to reconsider and cancel the transaction. Defendant never provides them with a properly prepared three-day cancellation form that they can sign and submit. Defendant never provides them with a printed contract at all.

25. Defendant does not even pave North Carolina home owners' driveways in the manner that he represents or in a manner that is commonly understood to constitute "paving." Instead, he deposits a substance that is not an acceptable driveway surface and must be removed at substantial expense to the home owner.

26. Each of the defendant's aforesaid acts, practices, representations and omissions violate the North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, et seq. Plaintiff is therefore entitled to the relief requested below.

**REQUEST FOR TEMPORARY RESTRAINING ORDER UNDER N.C.G.S. §75-14**

As established by this Complaint, the attached affidavits of some of his recent North Carolina customers, and other attached exhibits, defendant's above alleged practices, misrepresentations and omissions are ongoing and illegal. Plaintiff respectfully asks the Court to issue a Temporary Restraining Order against defendant under N.C. Gen. Stat. § 75-14 so that additional harm to the public and further violations of law might be prevented while this action is pending.

**WHEREFORE, PLAINTIFF PRAYS THE COURT** for the following relief:

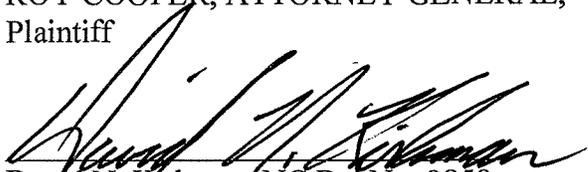
- a. That defendant, together with his agents, employees, representatives and assigns, be temporarily restrained under N.C. Gen. Stat. § 75-14 from performing or offering to perform residential driveway paving, re-paving, sealing, re-sealing, gravel or re-gravel work in North Carolina;

- b. That the Court schedule a hearing within ten days to determine whether the Temporary Restraining Order, or some reasonable modification thereof, should not be continued in the form of a Preliminary Injunction pending the final adjudication of this cause;
- c. 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.G.S. § 75-14;
- d. That plaintiff recover civil penalties of \$5000.00 from defendant for each Unfair and Deceptive Trade Practice found by the Court, pursuant to N.C. Gen. Stat. § 75-15.2;
- e. That all of defendant's North Carolina contracts for driveway paving or re-graveling be cancelled and that defendant be ordered to return all funds to purchasers of his services, pursuant to N.C. Gen. Stat. §§ 75-14 and 75-15.1;
- f. That defendant be ordered to reimburse plaintiff for its attorneys fees and litigation expenses in this action, pursuant to N.C. Gen. Stat. § 75-16.1;
- g. That the costs of this action be taxed to defendant; and
- h. That plaintiff be granted such other and further relief as to the Court seems just and appropriate.

This the 22<sup>nd</sup> day of May, 2013.

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

By:

  
David N. Kirkman, NC Bar No. 8858  
Special Deputy Attorney General  
Consumer Protection Division  
North Carolina Department of Justice  
114 West Edenton Street

P.O. Box 629  
Raleigh, NC 27602-9001  
Tel. 919-716-6033  
Fax No. 919-716-6050  
[dkirkman@ncdoj.gov](mailto:dkirkman@ncdoj.gov)

## Matthews, Linda

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**From:** Matthews, Linda  
**Sent:** Tuesday, February 19, 2013 2:05 PM  
**To:** 'casey goodbold'  
**Subject:** RE: Jimmy Stevens and Mr. Holiday

Dear Mr. Stevens:

Thank you for your prompt response. From our telephone conversation this morning, it is my understanding that you intend to return the money (check made out to Jim Stevens) paid to you by Mr. Holliday.

North Carolina General Statutes N.C.G.S. 14-401.13 states that for off premises sales of consumer goods or services of \$25 or more, you are required to present consumers with a contract or receipt which informs them that they have the right to cancel the contract prior to midnight of the third business day after the date of the transaction. You must also give the consumer two copies of a form captioned "NOTICE OF CANCELLATION."

If you do not give proper notice of a right to cancel, the customer may not have to pay for work performed or may be entitled to a refund.

I appreciate your cooperation in this matter.

*Linda H. Matthews, Investigator  
Consumer Protection Division  
NC Department of Justice  
919-716-6000*

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**From:** casey goodbold [<mailto:prada5767@yahoo.com>]  
**Sent:** Tuesday, February 19, 2013 1:14 PM  
**To:** Matthews, Linda  
**Subject:** Jimmy Stevens and Mr. Holiday

Attn Linda Matthews:

I am writing you this e-mail per your request, i spoke with mr holiday on the phone on 2-19-2013, this is what was said and done on the day of the work performed at his home: mr holiday told me not to put down any asphalt and i did not period. he then said to me to give him a bill for the work that was performed at his home, and i did give him a bill in the amount of \$1,250.00 this bill is consisted of the work that i done at his home which is grading and the compacting of the foundation stone base of his driveway. he saw the work that i did and wrote me a check in the amount of \$1,250.00. and i took it to the bank and the lady at the bank told me that it would have to be deposited and that it would take 1-2 weeks to clear, and i was ok with that. this was mr holiday and my agreement clearly at the job site when i left his home. which was the work that i performed and billed him for and he was in agreement.

if you have questions please call me 919-224-7007

Thank you Jimmy Stevens



## Kirkman, David

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**From:** Kirkman, David  
**Sent:** Monday, March 04, 2013 4:41 PM  
**To:** 'prada5767@yahoo.com'  
**Cc:** Matthews, Linda  
**Subject:** Mr. Holliday  
**Attachments:** Complaint - Temporary Restraining Order Requested.pdf

Dear Mr. Stevens,

Linda Matthews of this office has shown me the file concerning your dealings with Mr. and Mrs. Holliday in Creedmoor. I have also listened to the message you left on Ms. Matthews' voice mail last Thursday. In that message you repeated numerous times:

1. That you had a verbal agreement with Mr. Holliday concerning the work you performed.
2. That Mr. Holliday was fine with what you did, as reflected by the fact that he paid you.
3. That you would not refund his money.
4. That you consider the matter closed.

The matter is not closed. You entered into a driveway resurfacing transaction at that elderly couple's residence without first securing a written contract and providing the Holliday's with verbal and written notice of their unconditional right to cancel the transaction without cost or penalty within three days. That was in violation of North Carolina Gen. Statutes Section 14-401.13, the state law Ms. Matthews cited to you in her email of February 19, 2013 (sent at 2:05 p.m.).

In recent years, the Attorney General has taken four different driveway grading and paving contractors to court for engaging in the same sorts of business practices that are reflected in the Holliday file. The initial filing from one of those cases is attached to this email for your ready reference. Those contractors were banned by the courts from conducting further business in the state and ordered to pay refunds to the elderly home owners, plus civil penalties to the state. You need to make sure that you are not the fifth contractor to find himself in that situation.

At this point it is necessary for you to make a business decision: either make a \$1250 refund to the Hollidays voluntarily and comply with the law going forward, or be prepared for a court to order you to do both of those things plus pay the state a civil penalty of \$5000 for each violation of the law.

The requirement that you comply with the statute mentioned by Ms. Matthews is already in place. Again, it is a matter of state law. As to the choice between refunding the Hollidays their money and being forced to refund it and paying a \$5000 civil penalty, please get back to Ms. Matthews or me with your decision within 48 hours.

Thank you.



David N. Kirkman  
Special Deputy Attorney General  
Consumer Protection Division  
114 West Edenton Street  
P.O. Box 629  
Raleigh, NC 27602-0629  
Tel. 919-716-6033



NORTH CAROLINA

GRANVILLE COUNTY

**AFFIDAVIT OF BERNARD HOLLIDAY**

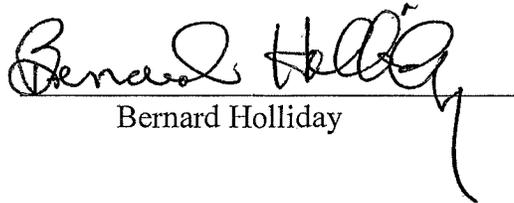
Benard Holliday, being first duly sworn, deposes and says as follows:

1. My name is Bernard Holliday. My wife Shirley and I reside at 1738 Lake Road, Creedmoor, North Carolina. We are the owners of that property.
2. On February 14, 2013, at around 3:00 or 4:00 o'clock in the afternoon, Shirley was returning home and entering our driveway. A car followed her into the driveway. A man got out of the car and offered to pave our driveway with asphalt. She told him that I needed to be consulted, and upon entering the house she told me about this man.
3. I immediately got up from my desk and walked outside. I found a dump truck at the top of our driveway and talked to the driver. There were two workers operating machinery on my driveway. One was operating a backhoe and the other was smoothing the driveway surface with a roller.
4. I told the driver I wanted no business relating to asphalt paving and told him to write me a bill for the brief service that his crew had performed.
5. The driver wrote me the receipt that is attached to this affidavit as Exhibit 1. It lists the company as "Jim Stevens Grading & (illegible)." I paid him the amount listed on the receipt, \$1,250.00.
6. Neither my wife nor I received or signed any sort of contract before these men began working on our property. Neither of us were told that we had three days in which to cancel any transaction for driveway work. In fact, neither of us agreed to this work being performed in the

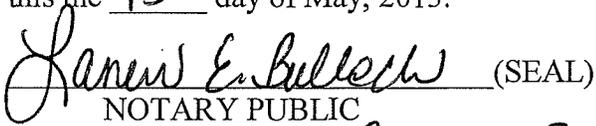


first place.

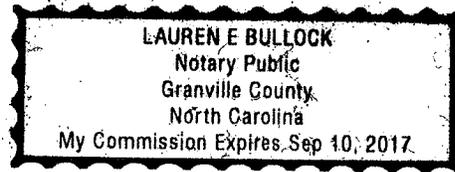
7. I immediately registered a written complaint with the North Carolina Attorney General. His staff got Mr. Stevens, the head of this paving group, to refund my money. I received my money back in four equal installments of \$312.50 during the months of March and April of this year. Mr. Stevens made these refund payments using four Western Union money orders.

  
Bernard Holliday

Duly sworn to and subscribed before me  
this the 13 day of May, 2013.

 (SEAL)  
NOTARY PUBLIC

My Commission Expires: Sep 10, 2017



**INVOICE**

*Jim Stevens Grading & more*

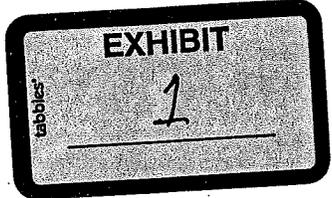
258846

SOLD TO <i>MR Holliday</i>	SHIP TO
ADDRESS	ADDRESS <i>919-224-7007</i>
CITY, STATE, ZIP <i>CREEDMOOR, NC</i>	CITY, STATE, ZIP

CUSTOMER ORDER NO. <i>1738#</i>	SOLD BY	TERMS	F.O.B.	DATE
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ORDERED	SHIPPED	DESCRIPTION	PRICE	UNIT	AMOUNT
		<i>Grading, compacted</i>			<i>\$1,250</i>
		<i>Grave base</i>			
		<i>Vibrod compactor</i>			
		<i>maintained Rotted</i>			
		<i>completes job</i>			
		<i>clean out materials</i>			

A-5840 T-46708/46721



STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

AFFIDAVIT OF OLIVIA WORTHEN

I, Olivia Worthen, being first duly sworn, do hereby depose and say:

1. My husband Russell and I are the owners of the residential property located at 520 Sedge Garden Rd., Kernersville, NC 27284.

2. On April 26, 2013 Jimmy Stevens pulled into my driveway in a black pickup truck with a red logo on the side that read Big Time Paving with the phone number underneath 919-384-5085. The truck had a 30 day temporary tag on it that expired sometime the first week of May 2013. There was one other individual in truck with him. Jimmy Stevens was wearing a gray T-Shirt with a pocket and Navy Blue sweatpants with elastic on the bottom and black sandals. He also had a gold hoop earring in his ear.

3. Jimmy Stevens told me that he had some leftover asphalt from another job and would pave my driveway at a great deal for \$1500.00. He told me it would be nice and three (3) inches thick and would also put in a turnaround and round it out real nice. I asked when he could do it. He stated right now and an agreement was made that he would return to my house in about 20 minutes.

4. Before Jimmy left, my husband asked if he could sign a contract before they started the work, and Jimmy said, "Yea, yea, we will do that when I get back with the equipment." My husband told me when Jimmy came back he started to work on the driveway so my husband went out and insisted on having a contract first, Jimmy replied, "We will do paperwork after. We have to go ahead and get this going." My husband then said "no." My husband said Jimmy went to his truck and got out a proposal form and Jimmy filled it out himself and my husband signed it. A true and accurate copy of the proposal is attached and marked as Exhibit 1. My husband's signature appears in the lower right corner.

5. When Jimmy left, I had gone to the bank to withdraw some money. When I returned, Jimmy Stevens was already at the house working. Jimmy parked a lot of big equipment in the gravel lot on the other side of the trees from my house.



6. Jimmy Stevens brought out a big silver dump truck and dumped the asphalt out, then went over it with a big yellow machine that laid it out, and then went over it with a roller. I observed that there was no heat coming from the roller as it was going over the asphalt. I thought that was odd.

7. Jimmy Stevens had approximately four (4) to five (5) men working with him. I spoke with one of the men, a Caucasian male, very short or bald hair, goatee, and multiple tattoos on both his forearms. This man was wearing a shirt that said, "Work hard, play harder".

8. My husband asked Jimmy Stevens why they had not rounded out the edges on the driveway. Jimmy told him he couldn't do it because he ran out of material. We paid Jimmy at that time. He told us it would take a couple of days to dry out and harden and not to drive on it until Sunday. (This was done on Friday). Jimmy said he would return the following day to check on the driveway and put a sign in the yard. He never returned.

9. Jimmy Stevens never advised us that we had three (3) business days in which to cancel the work and it was not written in the proposal.

10. On Saturday, April 27, 2013, I went outside and checked the pavement. I noticed that it had not hardened at all and as I walked on it, the material would move under my feet.

11. Since the pavement was put down, it has never gotten hard. It remains loose and soft and weeds are growing up through it.

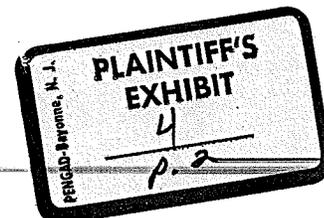
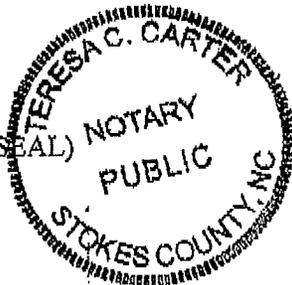
12. The material that Jimmy Stevens put down was not what he claimed it was and I know now that my husband and I were scammed out of \$1500.00.

Olivia Worthen  
Olivia Worthen

Sworn to and subscribed before me  
this the 22 day of May, 2013

Teresa C. Carter, Landa C. Carter (SEAL)  
(Notary Public)

My commission expires: April 1, 2016



**PROPOSAL**

PROPOSAL NO. \_\_\_\_\_  
 SHEET NO. \_\_\_\_\_  
 DATE \_\_\_\_\_

WORK TO BE PERFORMED AT:  
 ADDRESS Timmy Street  
 DATE OF PLANS 9/19/88  
 ARCHITECT 808

PROPOSAL SUBMITTED TO:  
 NAME FUSE / WORTHEN  
830 RIVERVILLE, NC  
 PHONE 536-292-8570  
520 W. Seaside Street

We hereby propose to furnish materials and perform the labor necessary for the completion of

PAVING DRIVEWAY  
COMPACTED SURCHS ASPHALT  
MINOR WORK  
ORDER AND MARK

all materials to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner for the sum of \_\_\_\_\_ Dollars (\$ 1,500.00 )

Respectfully submitted:  
 \_\_\_\_\_  
 (Name)  
 \_\_\_\_\_  
 (Title)

Note: this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. For prices not to be made as outlined above.

Signature [Signature]  
 Signature [Signature]

4-26-2013

ACCEPTED

EXHIBIT

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**AFFIDAVIT OF MARK BERCEGEAY**

I, Mark Bercegeay, being first sworn, do hereby depose and say:

1. I am the owner of the property located at 5221 Grasshopper Rd., Raleigh, NC 27610. A true and accurate copy of a picture taken from the online Wake County Tax Map site showing my property is attached as Exhibit 1.

2. On April 6, 2013, Jimmy Stevens came to my door telling me he had just done a Paving job on Jones Sausage Road and had material left over and would give me a great deal on Paving my driveway-about 320 feet total length at \$1.25 Sq. Foot. Jimmy Stevens stated he would make the driveway 10 feet wide and 3 inches deep to include all grading and leveling.

3. Jimmy Stevens stated the material was DOT grade pavement and would do a great job, and once completed, he would return in October and seal it. The total price including sealing was \$3800.00.

4. Jimmy Stevens never told me the name of his company or who he might be working for even though I asked him for it. Jimmy stated his boss preferred cash only. I told him I could not do that especially since it was Saturday and the banks were closed. I told him I could give him \$2,000.00 cash and a check for \$1,800.00.

5. Jimmy Stevens left my residence and had to ask me how to get to Jones Sausage Rd. from my house. When he returned he had a full size white standard bed dump truck with temporary Virginia tags on it; a red dump truck with a long extended dump bed twice the length of a regular dump bed which was pulling a long heavy duty trailer with a paving machine, front end loader (Bob Cat like) and a small roller packer machine. A Mexican male was driving a



white Chevrolet pickup work truck and Jimmy was driving a black extended cab Ford pickup truck.

6. There were two Mexican males, one black male, one male whose ethnicity could be Mexican or Puerto Rican and Jimmy Stevens in the work crew.

7. After the job was completed I paid Jimmy as agreed upon. I asked for a receipt on his company's letterhead which he did not give me.

8. Jimmy said to not drive on the pavement for three (3) days to let it bond and get hard. Jimmy said he would be back on Tuesday April 09, 2013 with the paperwork and see how the pavement was doing. I never saw him again. Attached is a true and accurate copy of my checkbook register memo showing check 1317 made out to Jimmy Stevens in the amount of \$1800.00 for paving and 2K cash which is marked as Exhibit 2.

9. After three (3) days and upon driving on the pavement, the surface would roll off where the tires drove on it, also the entire surface was loose and crumbly. When I tried sweeping off the crumbly parts, it would only make it worse. Subsequent rains further deteriorated the pavement surface, and grass began coming up through the pavement in many areas.

10. Jimmy Stevens never advised me that I had three (3) business days in which to cancel the work.

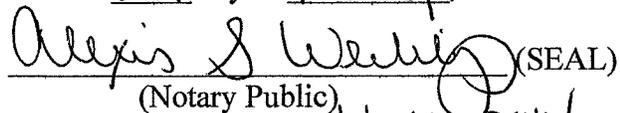
11. I did an internet search after this for paving scams and found an article from the Ledger Online newspaper in Florida ([www.theledger.com/article/20130212/NEWS/130219794?](http://www.theledger.com/article/20130212/NEWS/130219794?)) published February 8, 2013, titled, "Four Accused of Running Pavement Scam" by [jeremy.maready@theledger.com](mailto:jeremy.maready@theledger.com), and the other on February 12, 2013 "Alleged Paving Scammers Face More Charges by [matthew.pleasant@theledger.com](mailto:matthew.pleasant@theledger.com). Four men named in the articles were, Jimmy Stevens, Chad Lee Jr., Chad Lee Sr., and Richard Pierce. The Polk County Sheriff listed Jimmy Stevens address as 1726 NC Hwy 86N, Hillsborough, NC, with a date of birth as

8/21/1977 and stated 83 charges had been filed against them. Attached as Exhibits 3 and 4, respectively, are a true and accurate copy of the Polk County Sheriff's Office News Release and a true and accurate copy of Theledger.com news article. I contacted the Wake County Sheriff's Department to file a criminal complaint. Deputy D. Pagliolo came to my residence and obtained Jimmy Stevens North Carolina drivers license information which matched the Polk County Florida Sheriffs information.

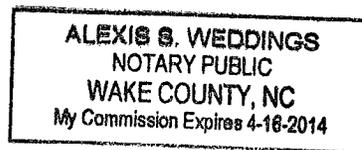
12. I identified Jimmy Stevens by looking at a booking photo of the Polk County Florida Sheriff Jail records. I observed that his weight now is different than in that particular photograph. Also, Jimmy Stevens is approximately 5'10" tall, weighing approximately 165-170 lbs. He is Caucasian, was clean shaven when at my house and had a small gold hoop earring in his left ear, black curly hair and a tattoo on his right upper arm of a paved highway strip with divider line markings.

  
Mark Bercegeay

Sworn to and subscribed before me  
this the 8th day of May, 2013

 (SEAL)  
(Notary Public)

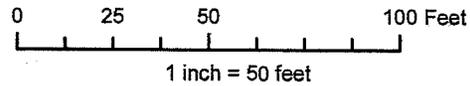
My commission expires: 4-16-2014





5221 Grasshopper Rd  
Raleigh, NC 2760  
Mark Bercegeay

Image  
from Wake  
Co. tax  
maps



**Disclaimer**  
iMaps makes every effort to produce and publish the most current and accurate information possible. However, the maps are produced for information purposes, and are NOT surveys. No warranties, expressed or implied, are provided for the data therein, its use, or its interpretation.



AD - Automatic Deposit • AP - Automatic Payment • ATM - Cash Withdrawal • DC - Debit Card • FT - Funds Transfer • SC - Service Charge • TD - Tax Deductible

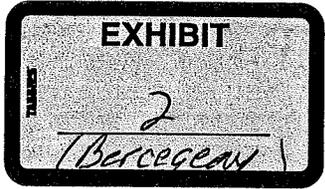
NUMBER OR CODE	DATE	TRANSACTION DESCRIPTION	PAYMENT, FEE, WITHDRAWAL (-)	✓	DEPOSIT, CREDIT (+)	\$
1312	3/27/13	Country Market	25 00			
1313	3/28/13	Eva Drills cut	25 00			
1314	3/28/13	Old Country Market	25 00			
1315	3/31/13	BBC	75 00			
1316	4/2/13	Old County Market	48 00			
1317	4/3/13	Jenny Stevens Paris T2K cash	1200 00			
1318	4/1/13	BBC	75 00			
1319	4/4/13	BBC	75 00			

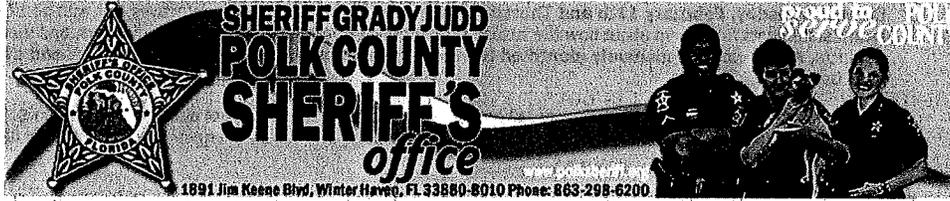
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"For Immediate Release"

## Polk Sheriff's Office News Release

Sheriff Grady Judd

Media Contact:  
Eleazer, Carrie

News Date: 2/15/2013

Public Information Officer

### PCSO Detectives Arrest Four Traveling Scam Artists

On Thursday, February 7, 2013, Polk County Sheriff's Central District patrol deputies responded to the Auburndale area and observed what appeared to be four traveling scam artists paving driveways. The deputies asked for assistance from Polk County Sheriff's detectives familiar with these types of scams. When the detectives arrived on scene, they found four men using several different paving business names such as **Orange Paving, Ace Paving, Chad Lee Paving, and Power Black Top Paving**. Each business had a fictitious address or P.O. Box. These four suspects possessed driver's licenses from three different states: Tennessee, North Carolina, and Illinois.

According to their affidavits, the men drove to the Auburndale area in several commercial vehicles\* and solicited home owners to allow them to pave their driveways. The first victim, a 74-year-old woman who lives at 2113 Terry Lane, agreed to pay the men \$2,500 to pave her driveway. All four suspects admitted to paving the driveway with a mixture of old crushed asphalt, dirt, and assorted debris. The suspects also went to two other homes, 2115 Terry Lane and 2601 Thornhill Road, and negotiated with the victims who live there to pave their driveways for \$2,500 and \$6,400 respectively. The suspects admitted to using the same inferior product on the subsequent victims' homes.

Detectives observed driveways which were crumbling apart, with foliage observed through the material.

*"Our deputies are very proactive, and when they are out on patrol they are always looking for what's amiss. I'm very proud of the patrol deputies who spotted these scam artists and were able to stop them from victimizing these Auburndale homeowners. If you feel you have been the victim of a scam like this, call law enforcement immediately." - Sheriff Grady Judd*

\*The commercial vehicles used were: a 2006 International Dump Truck with a NC tag pulling a 1995 Anderson trailer containing a Stone DDR3100 Roller; a GEHL 1438 Paver; a Case SR175 Bobcat; and a 2008 GMC dump truck with a IL tag. Both dump trucks and all the commercial equipment involved were found to be lien free and were seized under the Florida Forfeiture Act. **The seized equipment is valued at approximately \$140,000.**

**The following suspects, who told detectives they are all related, were arrested and booked into the Polk County Jail:**

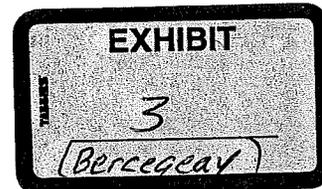
- Jim Stevens, DOB 08/21/77, of 1726 NC Highway 86 N, Hillsborough, NC
- Richard Pierce, DOB 05/31/68, of 1006 Willow Park Circle, Hendersonville, TN
- Chad Lee, Sr., DOB 08/15/72, of 13341 Wellesley Circle, Plainfield, IL
- Chad Lee, Jr., DOB 12/28/93, of 200 Nesbitt Lane, Madison, TN

**The suspects were each charged with the following crimes:**

- 2 counts Burglary of an Occupied Dwelling (F2) – NO BOND per FL Statute
- 2 counts Grand Theft (F3)
- 3 counts Scheming to Defraud (F3)
- 3 counts Workers Compensation Fraud (F3)
- 1 count Grand Theft from a Person 65 years of age or older (F2)
- 1 count Exploitation of the Elderly (F3)
- 3 counts Solicitation Without a Permit (M2)

**UPDATE:**

**Thanks to the media coverage and Facebook postings about the arrests, 17 additional victims, from Lakeland, Auburndale, and Winter Haven, came forward to report being swindled by the suspects.**





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Active Warrant Search

**Polk's Most Wanted**  
Disclaimer: Information posted on this web site is provided for informational purposes only. It is subject to change and may be updated periodically. While every effort is made to ensure that the posted information is accurate, it is not intended to be a substitute for legal advice or other services. Inmate information changes quickly and the posted information may not reflect the current information. An arrest does not mean that the inmate has been convicted of the crime. This information also does not imply guilt or innocence. The information on this web site should not be used for any legal action.

Any information regarding case dispositions must be obtained from the **Polk County Clerk of the Court**.

For statewide criminal history information, please contact the Florida Department of Law Enforcement, Public Records, (850) 410-8109, or visit their [website](#).

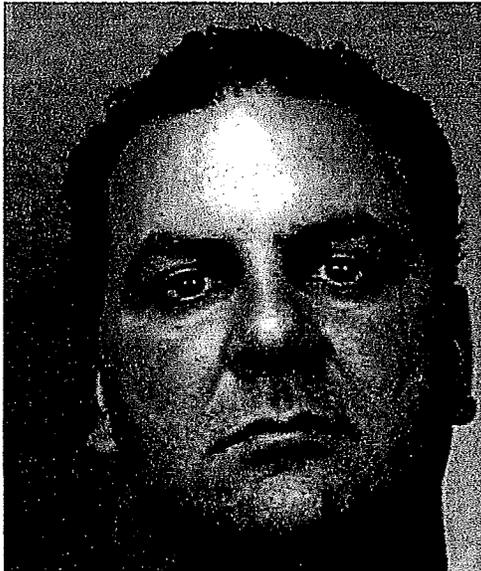
How Released Abbreviations	
<b>CBN</b> - Cash Bond	<b>SBN</b> - Surety Bond
<b>CFRMC</b> - Cent Fla Reception and Med Ctr	<b>STPR</b> - State Prison
<b>PROB</b> - Probation	<b>TISR</b> - Time Served
<b>PTR</b> - Pre-Trial Release	<b>TRAN</b> - Transferred
<b>REL</b> - Released	<b>TTY</b> - Teletype
<b>ROR</b> - Rel on Own Recognizance	

**More Information:**

- [How to get a record expunged/sealed\(removed\)](#)

**Perform another search**

STEVENS, JIM 2013-003306



**Inmate Name:** STEVENS, JIM    **Release Date:** 3/19/2013  
**Booking Number:** 2013-003306  
**Booking Date:** 2/7/2013  
**Race:** W    **Sex:** M    **DOB:** 8/21/1977  
**Height:** 510    **Weight:** 200  
**Location:** TRANSFERRED TO BOOKING  
**Arresting Agency:** POLK COUNTY SHERIFF  
**Hold:** no    **Hold for:**  
**Disposition of Hold:**  
**DNA:** yes

**AKA**

**AKA**    **DOB**  
 STEVENS, JIM 08/21/77

**Charge Number 1**

**Statute:** 810.02(3A) BURGL-OCCUPIED DWELLING UNARMED  
**Charge on Arrest Docket:** U/A BURGLARY-OCCUPIED DWELLING  
**Bond Type:** SBN  
**Bond Number:** AS5911862    **Purge Number:**  
**Purge/Bond Amount:** 5000    **Surety:** 0  
**Cash:** 0    **Bond Exp.:** SBN# AS5911862 5000.00    **Disposition:** SBN/PTR  
**Upgrade/Reduction:**

**Charge Number 2**

**Statute:** 810.02(3A) BURGL-OCCUPIED DWELLING UNARMED  
**Charge on Arrest Docket:** U/A BURGLARY-OCCUPIED DWELLING  
**Bond Type:** SBN  
**Bond Number:** AS5911863    **Purge Number:**  
**Purge/Bond Amount:** 5000    **Surety:** 0  
**Cash:** 0    **Bond Exp.:** SBN# AS5911863 5000.00    **Disposition:** SBN/PTR  
**Upgrade/Reduction:**

**Charge Number 3**

**Statute:** 812.014(2C2) LARC-GRAND THEFT 5K LESS THAN 10K DOLS  
**Charge on Arrest Docket:** GRAND THEFT-\$5000 <\$10000  
**Bond Type:** SBN  
**Bond Number:** AS5911864    **Purge Number:**  
**Purge/Bond Amount:** 1000    **Surety:** 0  
**Cash:** 0    **Bond Exp.:** SBN# AS5911864 1000.00    **Disposition:** SBN/PTR  
**Upgrade/Reduction:**

*pg 1 of 14  
 rest of pgs  
 are continued  
 charges &  
 weren't printed*

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## Four Accused of Running Paving Scam

By *Jeremy Maready*  
THE LEDGER

Published: Friday, February 8, 2013 at 12:49 p.m.

**AUBURNDALE** | A group of four men was arrested Thursday, accused of burglary and of defrauding elderly residents by charging them thousands of dollars to pave their driveways with inferior materials, arrest reports show.

The traveling group worked under the umbrella of multiple companies, including Orange Paving, Ace Paving, Chad Lee Paving and Power Black Top Paving, according to the Polk County Sheriff's Office.



Chad Lee Jr., top left, Chad Lee Sr., Richard Pierce, lower left, and Jim Stevens have been arrested by Polk County Sheriff's deputies.

Each business had a fictitious address or post office box, reports show.

Those arrested were Jim Stevens, 35, of Hillsborough, N.C.; Richard Pierce, 44, of Hendersonville, Tenn.; Chad Lee Sr., 40, of Plainfield, Ill.; and Chad Lee Jr., 19, of Madison, Tenn., according to the Sheriff's Office.

Each was charged with two counts of burglary of an occupied dwelling and grand theft; three counts each of scheming to defraud, workers compensation fraud and solicitation without a permit; and one count each of grand theft from an elderly person and exploitation of the elderly, records show.

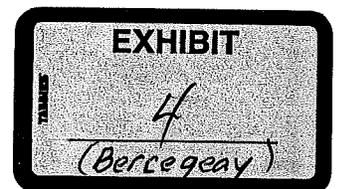
Detectives said the men would approach homeowners and offer to pave their driveways for several thousand dollars, reports said.

The men drove to an Auburndale neighborhood Thursday in several commercial vehicles and asked homeowners if they wanted their driveways repaved.

Two residents paid \$2,500 each, and another paid \$6,400, reports show. The men told deputies they used a mixture of old crushed asphalt, dirt and assorted debris.

[ Jeremy Maready can be reached at [jeremy.maready@theledger.com](mailto:jeremy.maready@theledger.com) or 863-802-7592. ]

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**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

**AFFIDAVIT OF DONALD WILLIAMS**

I, Donald Williams, being first sworn, do hereby depose and say:

1. I am the owner of the property located at 2608 Old Williams Rd., Raleigh, NC 27610.

2. On March 28, 2013 Jimmy Stevens came to my door telling me he had just done a Paving job at a church up the street and had material left over and would give me a good price on Paving my driveway and road in front of my house. Jimmy Stevens did not say what church he had done the paving job at. I know there are several churches not far from my house.

3. At the time Jimmy Stevens stopped at my house, there was road work being done on Rock Quarry Road to widen it, so I had no reason to doubt what he was telling me.

4. Jimmy Stevens stated the material was asphalt pavement and would do a good job. The total price was \$7,000.00. The road in front of my house is a private road that I maintain and is approximately 200 feet; my driveway is approximately 120 to 130 feet in length.

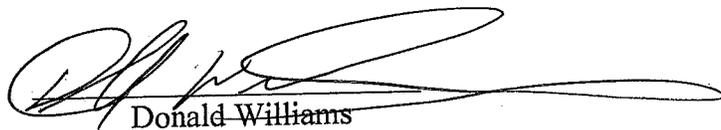
5. Jimmy Stevens never told me the name of his company or who he might be working for. Jimmy had been driving a brown pickup truck when he stopped.

6. Jimmy Stevens left my residence and when he returned he had a small size dump truck and a red dump truck with a long extended dump bed, a trailer with a paving machine and a small roller packer machine.

7. There were two males, one black male and one male whose ethnicity could be Mexican or Puerto Rican and Jimmy Stevens in the work crew.



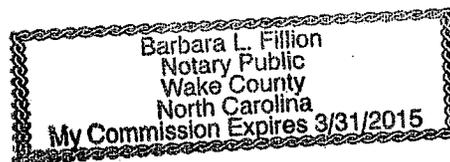
8. After the job was completed I paid Jimmy as agreed upon. Jimmy said to not drive on the pavement for three (3) days to let it bond and get hard.
9. Jimmy Stevens never advised me that I had three (3) business days in which to cancel the work. Jimmy never gave me a contract to sign to do the work.
10. After a week, the pavement never got hard, is still loose and soft, and grass is growing up through it.
11. I took photographs of the road and driveway showing the condition of the work and got two pictures from my brother who had taken pictures of two of the trucks. These are accurate photographs and are attached as Exhibits 1-14 respectively.
12. I was contacted by my neighbor from Barwell Road about work Jimmy Stevens had done at his house. My neighbor was not happy about the product either.

  
Donald Williams

Sworn to and subscribed before me  
this the 16<sup>th</sup> day of May, 2013

Barbara L. Fillion (SEAL)  
(Notary Public)

My commission expires: 3/31/2015



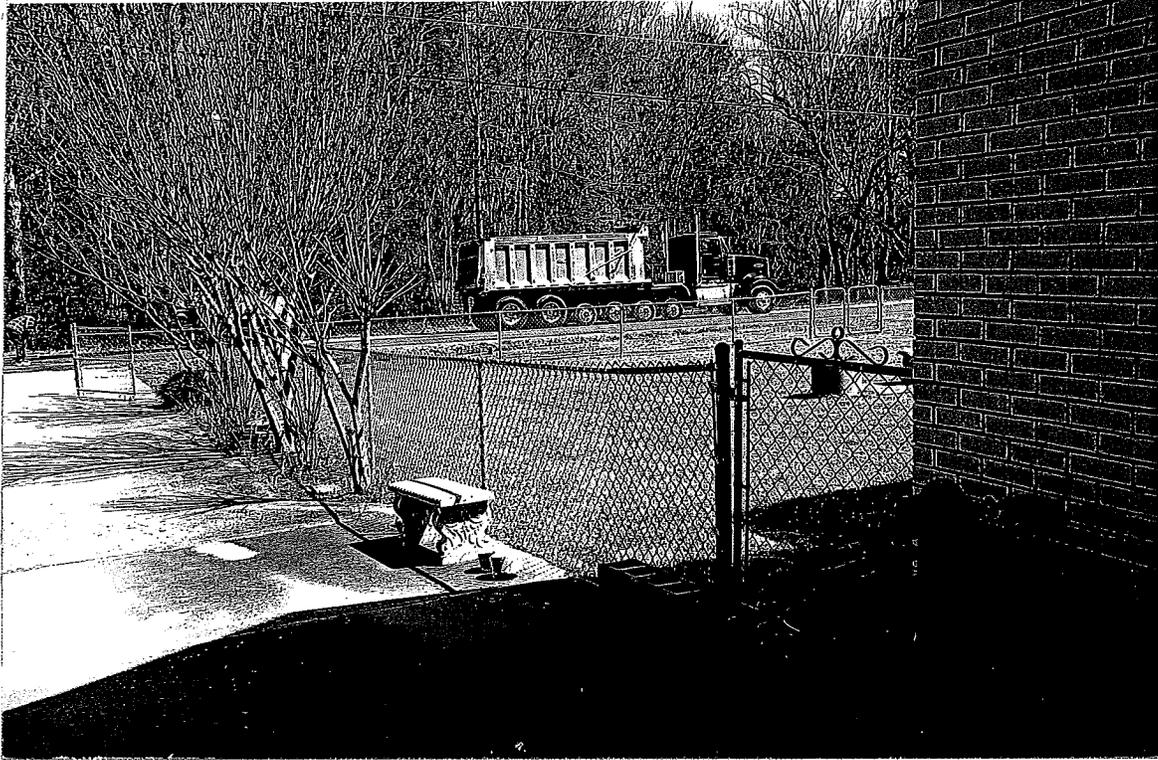


EXHIBIT  
1  
Williams



EXHIBIT  
2  
Williams

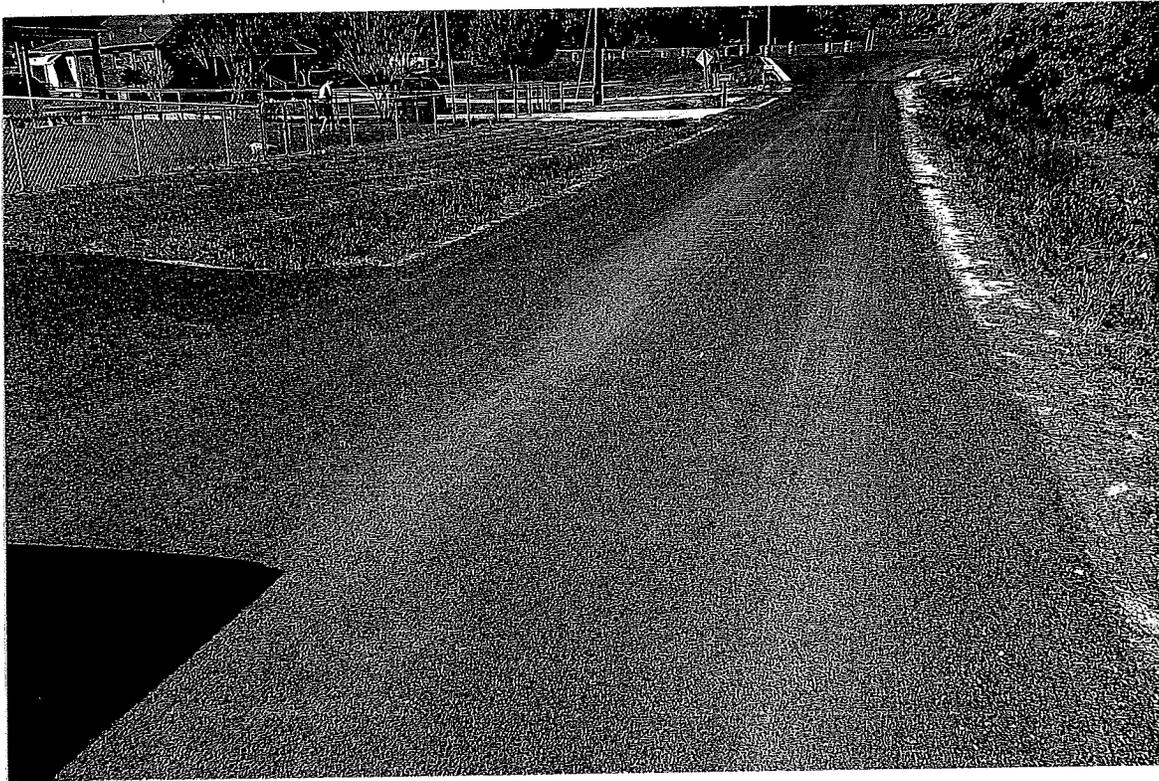


EXHIBIT  
3  
Williams

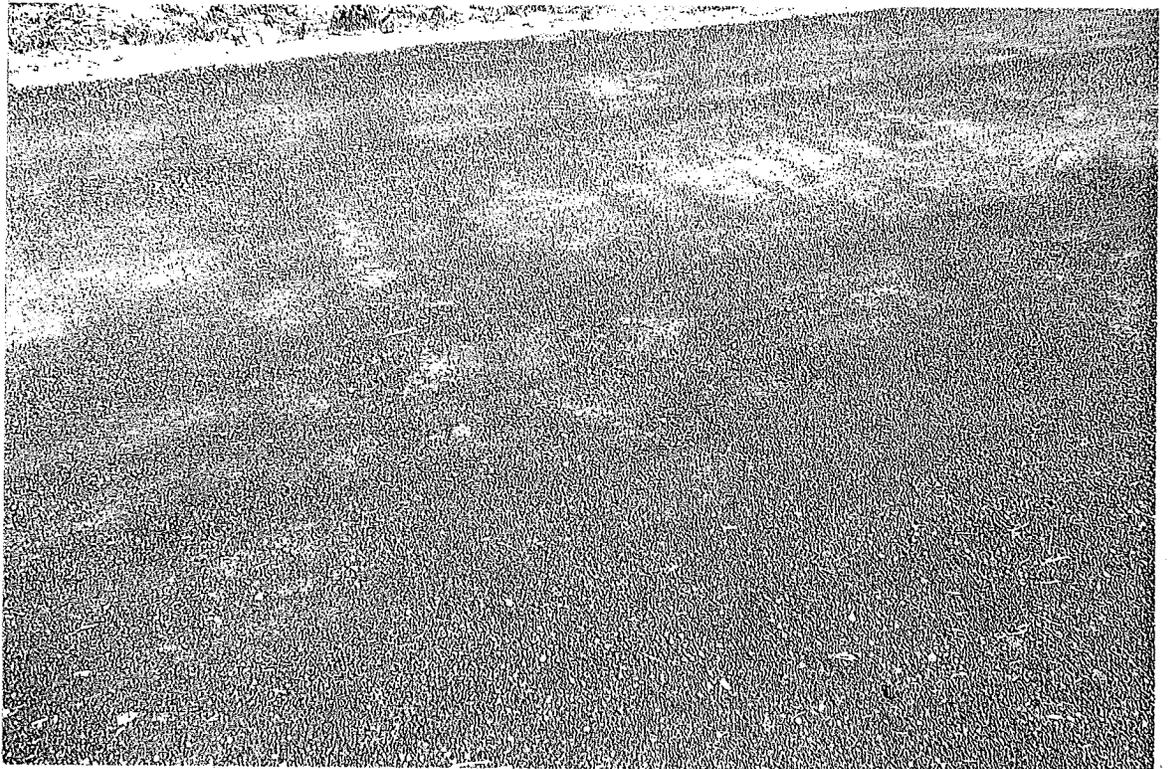


EXHIBIT  
4  
Williams

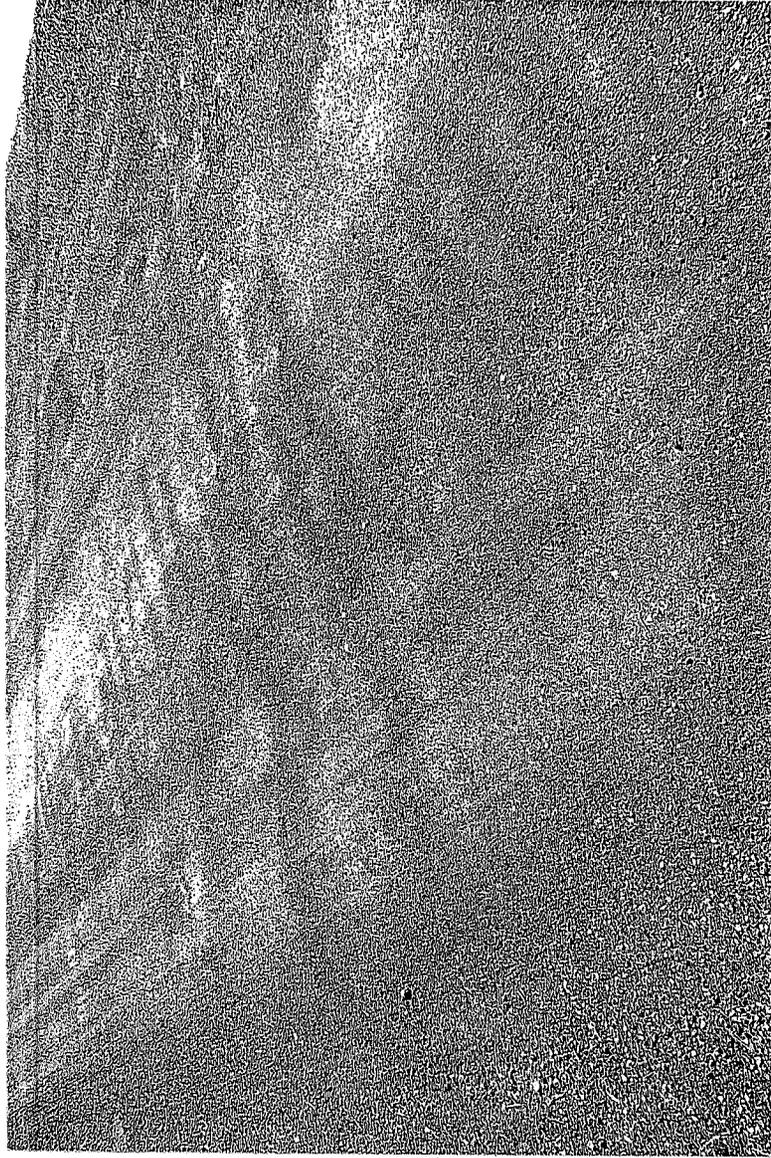


EXHIBIT  
5  
Williams  
tabbles

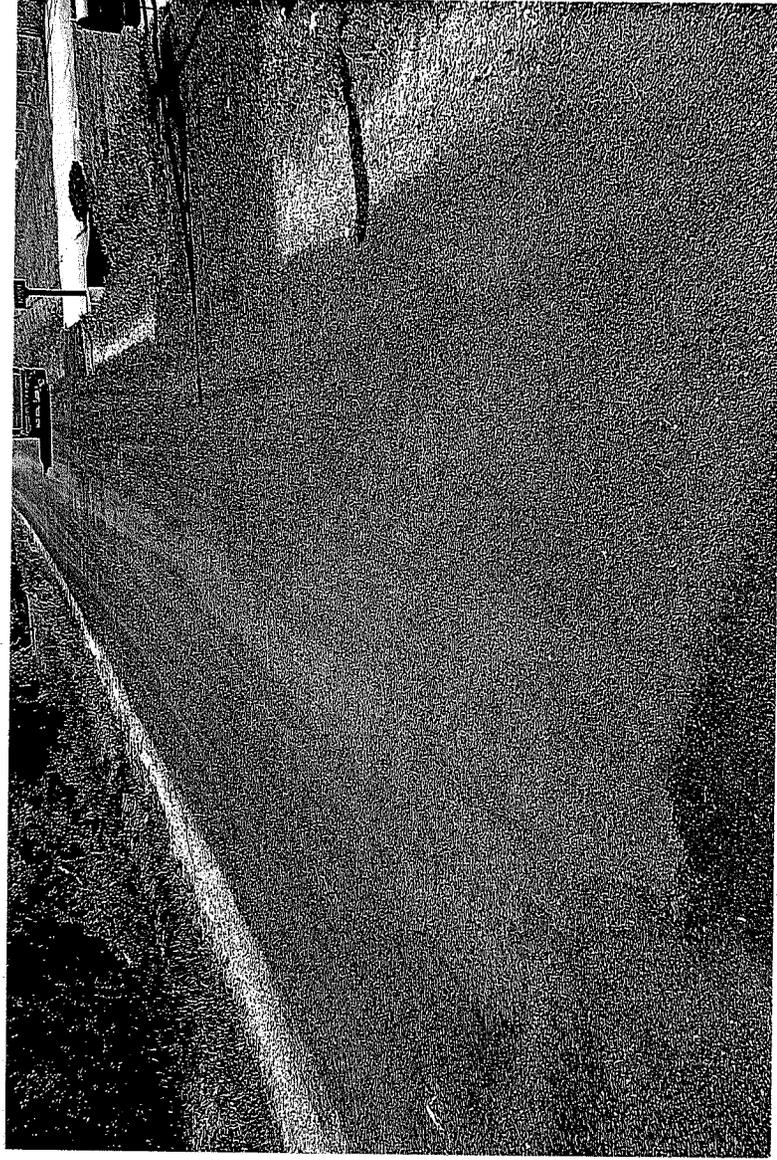


EXHIBIT  
6  
Williams  
tabbles



EXHIBIT  
7  
Williams  
tabbles



EXHIBIT  
8  
Williams  
tabbles

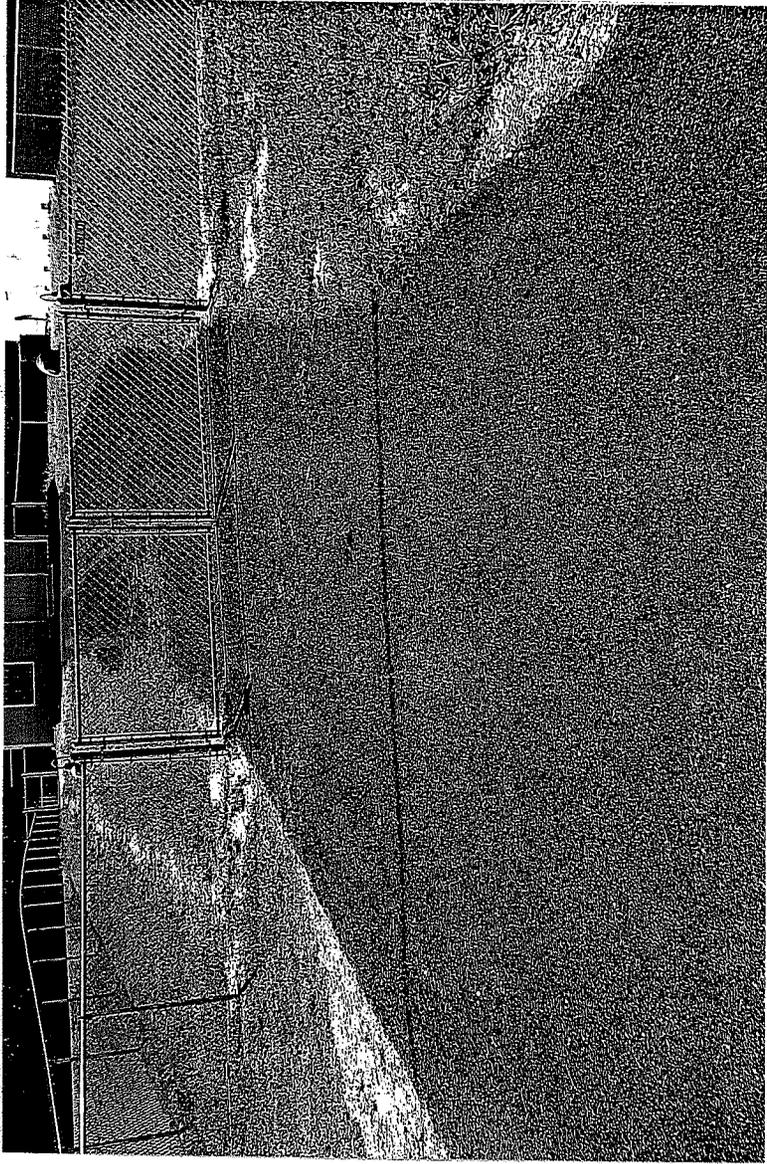


EXHIBIT  
9  
Williams

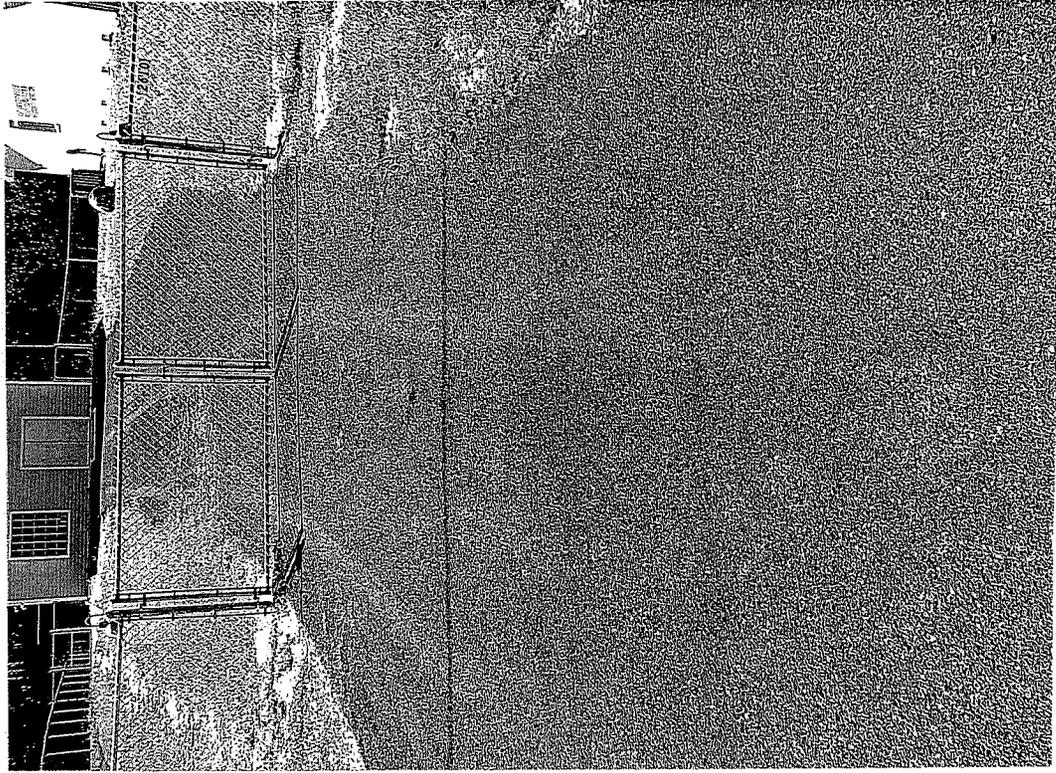


EXHIBIT  
10  
Williams

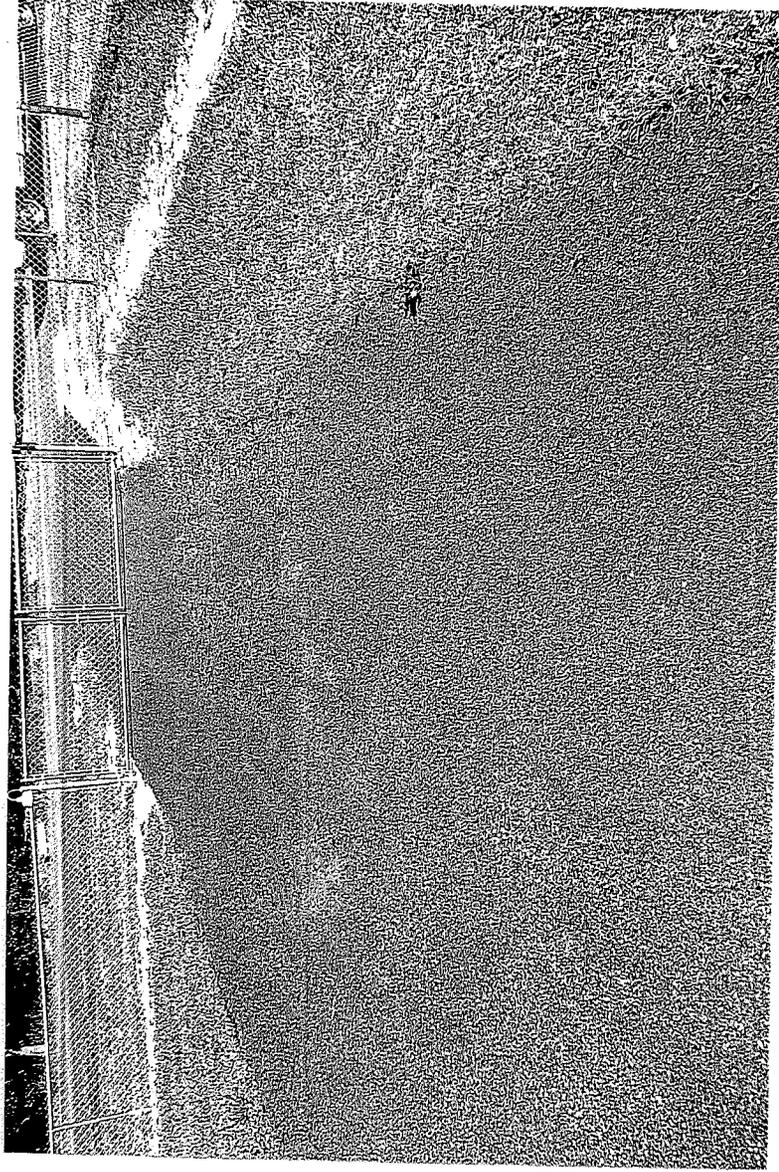


EXHIBIT  
11  
Williams  
Ibbles



EXHIBIT  
12  
Williams  
Ibbles

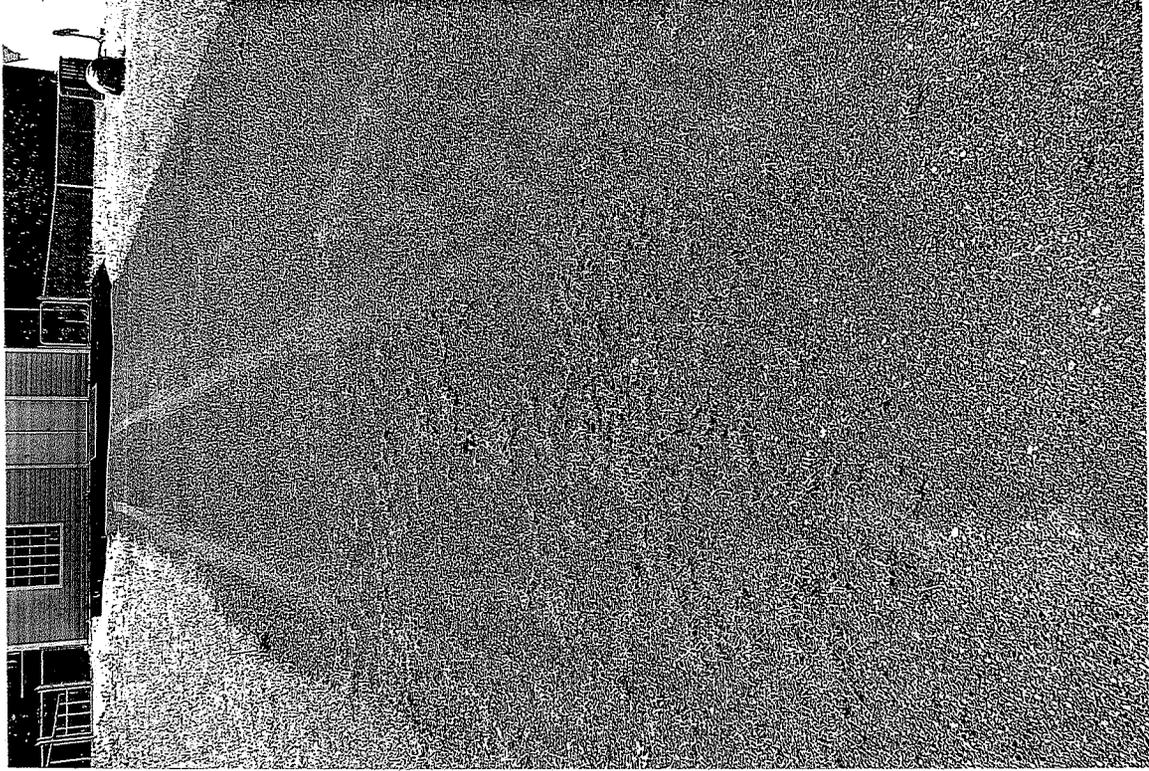


EXHIBIT  
13  
Williams  
Ebbles

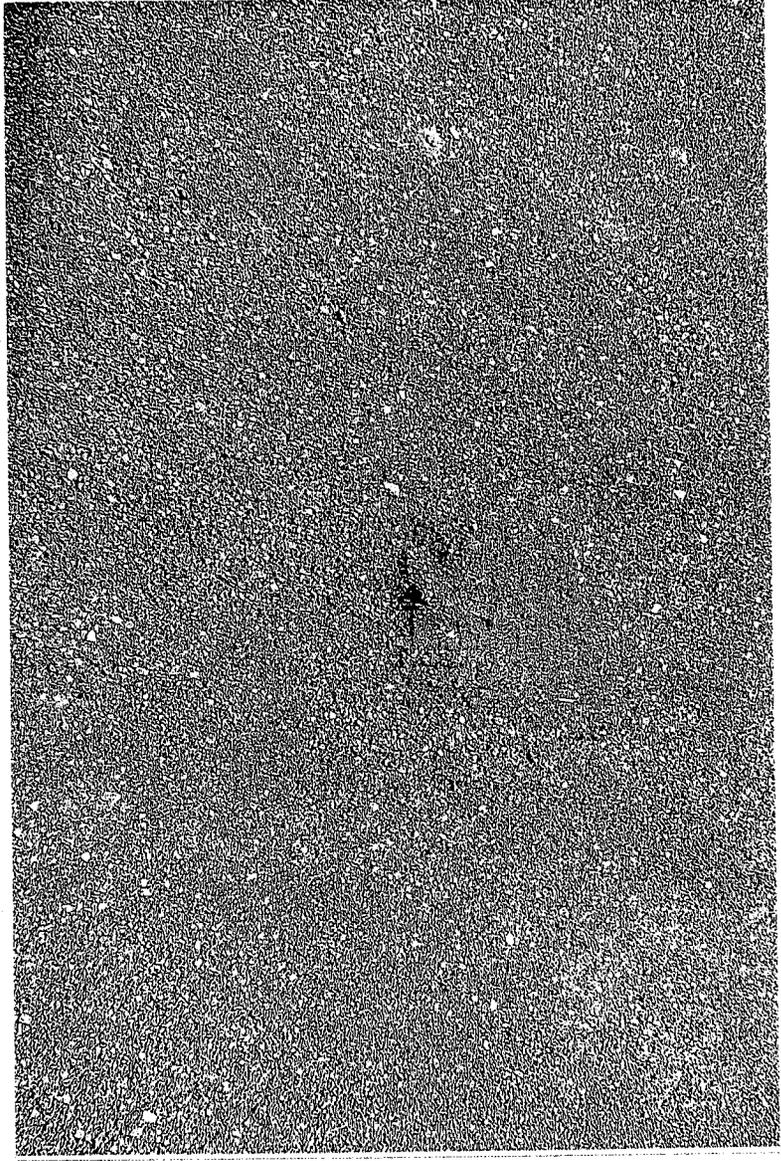


EXHIBIT  
14  
Williams  
Ebbles