

STATE OF NORTH CAROLINA
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
FILE NO. 24CV034939-910

STATE OF NORTH CAROLINA *ex rel.*)
JOSHUA H. STEIN, Attorney General,)
)
Plaintiff,)
)
v.)
)
LORENZO LORIN HUGGINS, SR.,)
Individually, and d/b/a/ HUGGINS & SONS)
YARD SERVICE, H & W LAND SERVICE,)
LORENZO HUGGINS AND SONS,)
LORENZO HUGGINS LANDSCAPING, and)
LORENZO & SON LANDSCAPING,)
)
Defendant.

COMPLAINT
MOTION FOR TEMPORARY
RESTRAINING ORDER
MOTION FOR PRELIMINARY
INJUNCTION

Plaintiff, State of North Carolina, *ex rel.* Joshua H. Stein, Attorney General (the “State” or “Plaintiff”), brings this action against Defendant Lorenzo Lorin Huggins, Sr. (“Lorenzo Huggins”), individually, and d/b/a/ Huggins & Sons Yard Service, H & W Land Service, Lorenzo Huggins and Sons, Lorenzo Huggins Landscaping, and Lorenzo & Son Landscaping (collectively referred to as “Defendant”) pursuant to the North Carolina’s prohibition on price gouging during a state of emergency, N.C. Gen. Stat. § 75-38, and its Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. §§ 75-1.1, *et seq.* In support of its Complaint, Plaintiff alleges as follows:

INTRODUCTION

This is an action brought by the State of North Carolina to enforce its laws against price gouging during a state of emergency and against unfair and deceptive trade practices. Defendant, and persons acting under his direction or control or with his approval, (1) charged homeowners an excessive amount for tree removal services during the state of emergency existing in the wake of Hurricane Helene and (2) made various false and deceptive representations aimed at inducing the

homeowner to pay an inflated price to which they otherwise would not have agreed. Equipped with nothing more than three men, three chainsaws, and a leaf blower, Defendant made the consumers pay \$25,500 up front before he would remove the two trees that had fallen on the consumers' roof. Desperate to prevent further damage to their home, the consumers, whose roof was slowly caving in under the weight of the trees, agreed to Defendant's demand, which was three to four times the industry standard for emergency tree services. However, Defendant still did not complete the removal of the trees that had fallen on the consumers' house, nor did Defendant dispose of the trees despite being paid for those services.

In short, Defendant was deceptive in his dealings with consumers, and Defendant's business practices violate North Carolina's prohibition on price gouging during a state of emergency, N.C. Gen. Stat. § 75-38, and North Carolina's Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75 1.1, *et seq.* The State seeks temporary, preliminary, and permanent injunctive relief against Defendant, together with restitution, civil penalties, attorneys' fees, and other relief.

PARTIES, JURISDICTION, AND VENUE

1. The State of North Carolina, acting by and through its Attorney General, Joshua H. Stein, brings this action pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

2. Lorenzo Huggins, engages in the tree cutting and removal business as "Huggins & Sons Yard Service," "H & W Land Service," "Lorenzo Huggins and Sons," "Lorenzo Huggins Landscaping," and "Lorenzo & Son Landscaping." Upon information and belief, Lorenzo Huggins resides at 409 Belmont Drive, Durham, North Carolina.

3. This Court has personal jurisdiction over Defendant because his acts or practices, and those done by persons acting under his direction or control or with his approval, as alleged herein, occurred in the State of North Carolina.

4. This Court has subject matter jurisdiction over this dispute pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15 because acts or practices alleged herein are in or affecting commerce in North Carolina.

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

FACTUAL ALLEGATIONS

Hurricane Helene & Its Impact on Western North Carolina

6. On September 25, 2024, North Carolina Governor Roy Cooper declared a state of emergency because then-Tropical Storm Helene's approach and the likelihood of significant impacts to the State of North Carolina and southeastern United States. (State's Exhibit 1, Exec. Order No. 315, incorporated by reference) The declaration under N.C. Gen. Stat. § 166A, which covered the entire state, triggered North Carolina's price gouging statute, N.C. Gen. Stat. § 75-38. Later that same day, Tropical Storm Helene was upgraded to a hurricane, with sustained winds of 80 miles per hour. By the evening of September 26, 2024, Hurricane Helene made landfall as a Category 4 hurricane with sustained winds of 140 miles per hour.

7. On October 25, 2024, Governor Cooper extended the state of emergency until March 1, 2025, continuing the statewide prohibition against excessive pricing, and encouraging "the North Carolina Attorney General to use all resources available to monitor reports of abusive trade practices towards consumers and make readily available opportunities to report to the public

any price gouging and unfair or deceptive trade practices under Chapter 75 of the North Carolina General Statutes.” (State’s Exhibit 2, Exec. Order No. 324, incorporated by reference)

8. As stated by Governor Cooper, “it is no exaggeration to describe [Hurricane] Helene as the deadliest and most damaging storm ever to hit North Carolina...The jaw-dropping [\$1.2 billion] damage figure reminds us that we are very much on the front end of this recovery effort.”¹ North Carolina officials reported 98 deaths from Hurricane Helene, with more expected over the coming weeks, and estimated that the storm and its aftermath caused damage to an estimated 126,000 homes. Id.

Damage to the Godowns’ Home

9. On the morning of September 27, 2024, at approximately 5:00 a.m., Valerie and Jerry Godown, homeowners and residents of Hendersonville, North Carolina, in Henderson County, heard a loud boom. Due to the heavy rain and time of day, they could not see what caused the noise. Upon sunrise, at around 7:00 a.m., Valerie checked outside and saw two locust trees that had fallen directly on their roof. (State’s Exhibit 3, Affidavit of Valerie Godown, incorporated by reference)



¹ Associated Press. North Carolina Hurricane Helene Damage Estimate at \$1.2 Billion, AP News (Sept. 14, 2018), <https://apnews.com/article/north-carolina-hurricane-helene-damage-estimate-1c32acaf158bf17eae815926ea682c0e>; WRAL Staff. Helene: North Carolina Deaths, Damage Totals, WRAL (Sept. 14, 2018), <https://www.wral.com/news/state/helene-north-carolina-deaths-damage-totals/>.

10. After Valerie Godown unsuccessfully tried calling local tree removal businesses, Jerry Godown went online to look for tree removal companies on HomeAdvisor.com powered by Angi, formerly known as Angie's List, and was able to find Huggins & Sons Landscaping based in Durham, North Carolina. Jerry spoke with Lorenzo Huggins, who agreed to travel to Hendersonville, North Carolina and remove the trees. (State's Exhibit 4, Affidavit of Jerry Godown, incorporated by reference)

11. Notwithstanding that the price gouging statute was in effect, Defendant, and persons acting under his direction or control or with his approval, traveled from Durham County, North Carolina, to western North Carolina and engaged in one or more acts or practices in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1, as set forth below.

12. On October 3, 2024, at approximately 11:30 a.m., two of Defendant's workers arrived at the Godowns' home. Defendant and another other worker arrived later. Defendant, or persons acting under his direction or control or with his approval, presented a business card identifying the business as "Lorenzo & Son Landscaping." The business card gave two telephone numbers for the company: one for owner Lorenzo Huggins, 919-638-9431, and one to receive a quote, 919-641-3610. (Attachment 2 to State's Exhibit 3, Business Card)

13. Upon information and belief, Lorenzo Huggins and the names under which he does business, "Huggins & Sons Yard Service," "H & W Land Service," "Lorenzo Huggins and Sons," "Lorenzo Huggins Landscaping," and "Lorenzo & Son Landscaping" are one and the same. None of these business entities are registered with the North Carolina Secretary of State's Office. The website entitled "Huggins and Sons Yard Service" (<https://hugginssonsyardservice.com/>) has listed the same phone number - 919-641-3610 – shown on the "Lorenzo and Son Landscaping"

business card provided to the Godowns. (State's Exhibit 5, Affidavit of Katie Cozort, incorporated by reference)

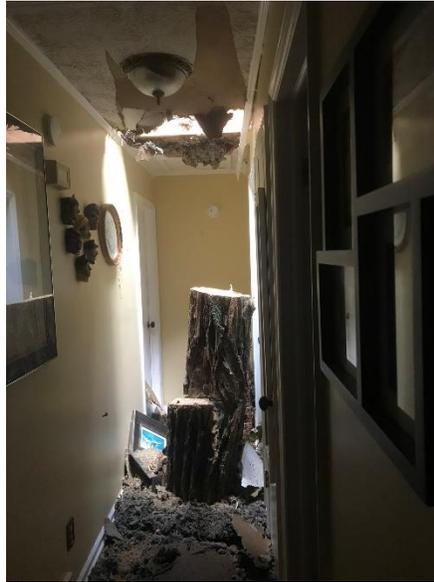
14. Defendant's website - <https://hugginssonsyardservice.com/> - indicates that he has been licensed for 27+ years and have certified arborists on staff. Yet no one with the name "Lorenzo Huggins" is found in the North Carolina Licensing Board for General Contractors (<https://portal.nclbgc.org/Public/Search>) or International Society of Arboriculture's (<https://www.treesaregood.org/findanarborist/verify>) databases. (State's Exhibit 5, Affidavit of Katie Cozort)

15. Defendant arrived at the Godowns' home on October 3, 2024, equipped only with a crew of three workers, three chainsaws, and a leaf blower. No other machinery, safety equipment, or ropes were brought or used by Defendant to protect the workers or remove the trees. Indeed, Defendant had to borrow the Godowns' ladder to even access the roof. (State's Exhibit 3, Affidavit of Valerie Godown)

16. Upon arrival on October 3, Defendant, or persons acting under his direction or control or with his approval, told the Godowns that it would cost \$25,500 to remove the two trees from their roof and that the costs would have to be paid upfront. Not having had a similar experience with which to compare the costs, and in desperation to have the trees removed before they caused further damage to their home, the Godowns, at approximately 11:46 a.m. that morning, paid the \$25,500 with their credit card. (Attachment 1 to State's Exhibit 4, Text Message and SquareUp Receipt)

17. Instead of removing the tree limbs and debris from the home as Defendant said he would, Defendant, or persons acting under his direction or control or with his approval, dropped tree limbs and debris through the hole in the Godowns' roof, into the interior of their home. They

also did not use any equipment when removing a large tree from the roof, allowing it to drop and, upon information and belief, damage the home's retaining wall. (State's Exhibit 3, Valerie Godown's affidavit; Attachment 2 to State's Exhibit 4, Photograph of Tree in Hallway of Home)



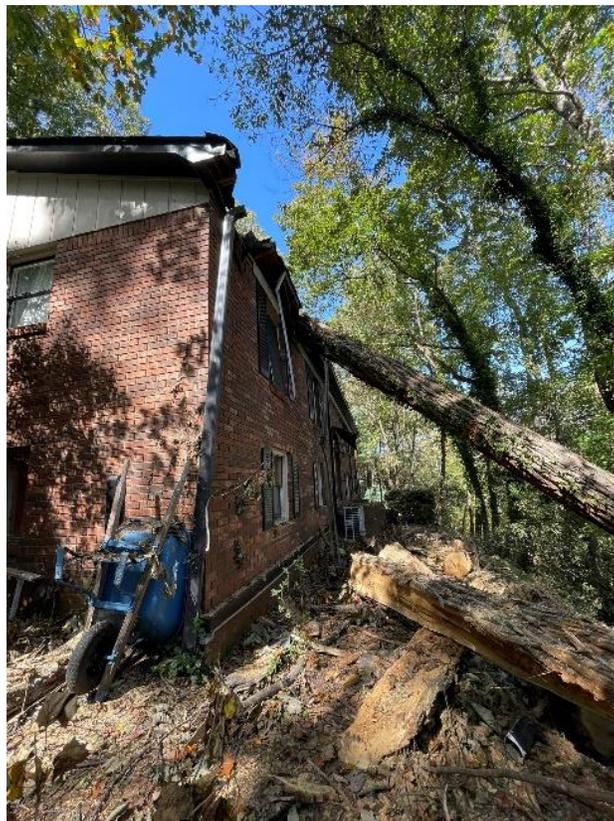
18. Throughout the course of the day, Defendant, or persons acting under his direction or control or with his approval, recruited two additional men that were working on another job down the street from where the Godowns live to assist in removing the tree from the Godowns' roof. These were the only two men to wear safety helmets while on site. (State's Exhibit 3, Valerie Godown's affidavit)

19. At around 5:00 p.m. that same day, October 3, Defendant, or persons acting under his direction or control or with his approval, declared he was done. Not having knowledge of the appropriate industry charges for such services, Valerie wrote an additional check of \$800 to Lorenzo Huggins, intending it to be a \$200 tip for each worker present. (Attachment 3 to State's Exhibit 3, Check to Lorenzo Huggins)

20. As Defendant, or persons acting under his direction or control or with his approval, did not provide any sort of itemized documentation for the payment, Valerie requested something

in writing to serve as evidence of the work they said they would complete. Valerie wrote a statement of the work that one of the Defendant’s workers, Frank Petti, signed, dated October 3, 2024, with the words “H & W Landscaping 919-698-8696 Durham, NC Received \$26,300.00 for removal of tree limbs from roof and removal of tree leaning on house at 166 Long John Drive, Hendersonville, NC.” The statement was signed “Frank Petti for Lorenzo Huggins.” (Attachment 4 to State’s Exhibit 3, Signed Statement of Work)

21. Defendant, or persons acting under his direction or control or with his approval, did not remove any debris from the property, and left a large tree trunk leaning against the Godowns’ home. (State’s Exhibit 3, Valerie Godown’s affidavit)





22. The Godowns' insurance company contracted with a different tree removal company to remove the trunk on October 12, 2024. (State's Exhibit 3, Valerie Godown's affidavit)

23. The Godowns contracted with another handyman and paid \$1,000 to remove debris left behind by Defendant, or persons acting under his direction or control or with his approval. (State's Exhibit 3, Valerie Godown's affidavit)

Defendant's Actions After Leaving the Godowns' Home

24. About two days after Defendant left the Godowns' home, on or about October 5, Defendant contacted Jerry and asked him to tell a person on the other end of the line, presumably another homeowner in the area, how much he paid for Defendant's services. Defendant asked Jerry, "could you tell this man how much you paid to get that tree off the roof?" and after some indistinct conversation in the background, Defendant hung up. (State's Exhibit 4, Affidavit of Jerry Godown)

25. Via a series of emails and text messages between the October 10 through October 16, the Godowns contacted Defendant, or persons acting under his direction or control or with his approval, to obtain an itemized receipt of the services rendered so that they could submit it to their

insurance company. (Attachment 6 to State's Exhibit 3, Emails; Attachment 4 to State's Exhibit 4, Text Messages)

26. The Godowns received an itemized receipt from Defendant dated October 2, 2024, marked as paid, and with a receipt total of \$25,000. According to the invoice, Defendant, or persons acting under his direction or control or with his approval, charged the Godowns the following: \$15,000 for "removal of fallen tree on roof of house," \$1,500 for "weatherproof roof," \$2,200 for "adittional (sic) workers (5); \$300 for "tarp," \$5,500 for "disposal of tree," and \$500 for "emergency fee." The invoice included the name Lorenzo Huggins and an address of 409 Belmont Drive, Durham, NC 27713. (Attachment 6 to State's Exhibit 4, Itemized Receipt)

27. By October 12, when the other tree company came to remove the trunk left behind by Defendant, the Godowns had concluded that the price they paid for the work was unreasonably excessive and filed a complaint on October 16 with the North Carolina Attorney General's Office. (State's Exhibit 3, Valerie Godown's affidavit).

28. The tree removal services at issue in this case were used as a direct result of an emergency and were used to preserve and protect the homeowner's property, life, safety and/or economic well-being.

29. Upon information and belief, the demand for payment upfront, and receipt of payment in the amount of \$25,500, for the tree removal services described above were made with the knowledge and intent to charge an unreasonably excessive price under the circumstances.

30. Upon information and belief, Defendant, and persons acting under his direction or control or with his approval, traveled from Durham County to Henderson County for the purpose of providing tree removal services at unreasonably excessive prices under the circumstances.

31. For an out-of-town emergency project in North Carolina, the standard charge for a reasonably qualified crew member is in the range of \$330.00 to \$450.00 per worker hour (depending on the circumstances and danger of the job) to address longer working hours, such as evenings or weekends, and high costs of taking care of a crew out of town. All equipment used on the job is included in that price, unless a crane must be rented. (State's Exhibit 6, Affidavit of Basil Camu, incorporated by reference)

32. Defendant, and persons acting under his direction or control or with his approval, were at the Godowns' home between 1.5 and 5.5 hours, which varied by worker. For example, two workers were there for 1.5 hours; one was there for 5.0 hours; and two were there for 5.5 hours for a total of 19 worker hours. (State's Exhibit 3, Valerie Godown's affidavit) At a competitive, out-of-town emergency rate, \$330.00 to \$450.00 per worker hour, the cost to the Godowns for the services provided Defendant should have been in the range of \$6,270.00 to \$8,550.00.

33. Defendant, and persons acting under his direction or control or with his approval, charged the Godowns \$5,500 for "disposal of tree" when they did not dispose of any trees from the Godowns' property but instead left it for another tree company and handyman to remove. (State's Exhibit 3, Valerie Godown's affidavit; Attachment 6 to State's Exhibit 4, Itemized Receipt)

34. Upon information and belief, Defendant has continued operating in Western North Carolina providing tree removal services and is overcharging for services he is not qualified or equipped to perform. (Attachment 3 to State's Exhibit 4, Homeadvisor.com reviews)

CLAIMS FOR RELIEF

CLAIM I
PRICE GOUGING, N.C. GEN. STAT. § 75-38 and § 75-1.1

35. The State incorporates by reference the preceding allegations, and alleges that the aforesaid acts, practices, representations, and omissions violate North Carolina's price gouging law, N.C. Gen. Stat. § 75-38, and consequently, each such act, practice, representation, and omission constitute a violation of N.C. Gen. Stat. § 75-1.1, *et seq.*

36. Defendant's demand for payment, and receipt of payment, in the amount of \$25,500, for the services described above was made with the knowledge and intent to charge for necessary services at an unreasonably excessive rate price under the circumstances.

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

37. The State incorporates by reference the preceding allegations, and alleges that the 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.*

38. Defendant further violated N.C. Gen. Stat. § 75-1.1 by falsely representing that he would remove the trees that had fallen on the Godowns' home and by falsely representing a charge of \$5,500 for the disposal of a tree, when Defendant, in fact, did not remove any of the tree debris, but instead dropped it into the Godowns' home and left one of the trees leaning against the home, requiring the Godowns to contract with other companies to complete the job.

39. Upon information and belief, Defendant further violated N.C. Gen. Stat. § 75-1.1 by falsely representing on his website – <https://hugginssonyardservice.com/> - that he is licensed and has certified arborists on staff.

40. Upon information and belief, the Defendant used the Godowns' desperation and willingness to pay an exorbitant sum to induce another consumer to contract with Defendant and pay an unreasonably excessive price for tree removal is also an unfair or deceptive act or practice in violation of N.C. Gen. Stat. § 75-1.1.

**REQUEST FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY
INJUNCTION UNDER N.C. GEN. STAT. § 75-14**

41. The State incorporates by reference the preceding paragraphs.

42. Defendant's acts, practices, misrepresentations, and omissions have harmed consumers by causing them to pay unreasonably excessive costs for services and incur additional costs and delays in attempting to have repairs made to, and debris removed from, their homes and property.

43. Upon information and belief, Defendant's use of Homeadvisor.com to advertise his services has apparently led other western North Carolina victims of Helene to use his services. (Attachment 1 to State's Exhibit 4, Homeadvisor.com reviews for Defendant)

44. Further underscoring this need for relief is the fact that Defendant called Jerry Godown asking him to tell another consumer the price he paid for Defendant's service, attempting to use the Godowns' willingness to pay his unreasonably excessive rates to induce another consumer to do the same, also indicates Defendant is continuing to perform work in western North Carolina.

45. In light of the evidence that Defendant engaged in price gouging and unfair and deceptive practices as set forth in this complaint and the attached affidavits, the State requests that, after hearing on due notice, Defendant, and any persons acting under his direction or control or with his approval, be enjoined immediately, as set forth in detail in Paragraph 47 of the Prayer for Relief below.

46. Unless Defendant is restrained and enjoined, he will continue to violate North Carolina law and to cause irreparable financial harm to citizens of North Carolina who need substantial assistance to recover from Hurricane Helene.

PRAYER FOR RELIEF

WHEREFORE, the State prays the Court for the following relief:

47. That Defendant, together with his agents, representatives, subcontractors, successors, and assigns, and any persons acting in concert with Defendant, be temporarily restrained, under N.C. Gen. Stat. § 75-14, from:

- i. engaging in unfair and deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1, including but not limited to the acts and practices listed above;
- ii. engaging in price gouging in violation of N.C. Gen. Stat. § 75-38;
- iii. destroying, removing, transferring, erasing, or otherwise disposing of any business or financial records related to Defendant's businesses, including but not limited to any business or financial records relating to monies obtained from any North Carolina consumer; and
- iv. transferring, withdrawing, concealing, disposing, or encumbering any of Defendant's assets without permission of the Court.

48. That Defendant be required to produce the following records no later than three days prior to the preliminary injunction hearing or within ten (10) days of entry of a temporary restraining order, whichever is sooner:

- i. a verified list of the names and addresses of all North Carolina consumers to whom Defendant, or those acting under his direction or control or with his

approval, has provided products or services since January 1, 2024, together with an individualized account of all payments received for each such consumer;

- ii. the name and address of every bank at which Defendant maintains deposit, checking, or other accounts, along with the account number for each such account, a statement of the current monetary balance in each such account, and a copy of the most recent bank statement for each such account; and
- iii. a current balance sheet and the most recent profit and loss statement for each business Defendant, or those acting under his direction or control or with his approval, operates in North Carolina or which provides products or services to North Carolina consumers.

49. That the Court schedule a hearing within ten (10) 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;

50. That upon final adjudication of this cause, the terms of the Preliminary Injunction continue in the form of a Permanent Injunction under N.C. Gen. Stat. § 75-14.

51. That Defendant be ordered, pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-38, to pay restitution to the Godowns due to Defendant's unlawful acts and practices;

52. That Defendant be required to disgorge all amounts he or his agents, employees, representatives, subcontractors, successors and assignees have received, or in the future do receive, in connection with the emergency tree and debris removal work set forth above, under N.C. Gen. Stat. § 75-14.

53. That, pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15.1, all contracts for emergency tree and debris removal entered into after September 27, 2024, between Defendant, and those

acting under his direction or control or with his approval, and consumers be canceled, at the consumers' discretion, and all monies consumers have paid to Defendant be reimbursed and that the Court extinguish any and all statutory or common law *quantum meruit* rights of Defendant against all property owners and/or their insurer for the above-noted tree work;

54. That the State recover civil penalties in the amount of \$5,000.00 from Defendant for each instance of price gouging and each instance of unfair and deceptive trade practice found by the Court, pursuant to N.C. Gen. Stat. § 75-15.2;

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

56. That the costs of this action be taxed to Defendant; and

57. That the State be granted such other and further relief the Court deems just and proper.

This the 30th day of October, 2024.

STATE OF NORTH CAROLINA
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State of North Carolina

ROY COOPER
GOVERNOR

September 25, 2024

EXECUTIVE ORDER NO. 315

DECLARATION OF A STATEWIDE STATE OF EMERGENCY AND TEMPORARY WAIVER AND SUSPENSION OF MOTOR VEHICLE REGULATIONS

WHEREAS, Tropical Storm Helene (“Helene”) will likely cause significant impacts to the State of North Carolina and the southeastern United States; and

WHEREAS, Helene could have a significant impact on public and private property and could seriously disrupt essential utility services and systems; and

WHEREAS, the anticipated impacts from Helene constitute a state of emergency as defined in N.C. Gen. Stat. §§ 166A-19.3(6) and 166A-19.3(20); and

WHEREAS, certain measures are necessary to ensure the protection and safety of North Carolina residents and to coordinate the emergency response among state and local government officials; and

WHEREAS, N.C. Gen. Stat. § 166A-19.1(3) provides that it is the responsibility of the undersigned, state agencies, and local governments to “provide for the rapid and orderly rehabilitation of persons and restoration of property”; and

WHEREAS, N.C. Gen. Stat. § 166A-19.1(4) provides that it is the responsibility of the undersigned, state agencies, and local governments to “provide for cooperation and coordination of activities relating to emergency mitigation preparedness, response, and recovery among agencies and officials of this state and with similar agencies and officials of other states and with other private and quasi-official organizations”; and

WHEREAS, N.C. Gen. Stat. §§ 166A-19.10 and 166A-19.20 authorize the undersigned to declare a state of emergency and exercise the powers and duties set forth therein to direct and aid in the response to, recovery from, and mitigation against emergencies; and

WHEREAS, Helene will create a statewide emergency area, as that term is defined in the Emergency Management Act to mean an “emergency applicable to two-thirds or more of the counties in North Carolina”; and

WHEREAS, the undersigned has sought and obtained Concurrence of the Council of State, as that term is defined in N.C. Gen. Stat. §19.3(2d), in the declaration of the State of Emergency for the emergency area identified herein; and

WHEREAS, N.C. Gen. Stat. § 166A-19.10(3) authorizes the undersigned to delegate any gubernatorial authority vested in him under the Emergency Management Act, and to provide for the subdelegation of that authority; and

WHEREAS, under N.C. Gen. Stat. § 166A-19.30(b)(3) the undersigned, with the concurrence of the Council of State, may regulate and control the flow of vehicular traffic and the operation of transportation services; and

WHEREAS, under N.C. Gen. Stat. § 166A-19.30(b)(4), the undersigned, with the concurrence of the Council of State, may waive a provision of any regulation or ordinance of a state agency which restricts the immediate relief of human suffering; and

WHEREAS, the anticipated impacts from Helene may result in extensive damage, including widespread power outages throughout the state that will require vehicles bearing equipment and supplies for utility restoration and debris removal to be moved through North Carolina on the interstate and intrastate highways; and

WHEREAS, the uninterrupted supply of electricity, fuel oil, diesel oil, gasoline, kerosene, propane, liquid petroleum gas, food, water, and medical supplies to residential and commercial establishments is essential before, during, and after Helene, and any interruption in the delivery of those commodities threatens the public welfare; and

WHEREAS, the prompt restoration of utility services is essential to the safety and well-being of the State's residents; and

WHEREAS, the undersigned has found that residents may suffer losses and further widespread damage within the meaning of N.C. Gen. Stat. §§ 166A-19.3 and 166A-19.21(b); and

WHEREAS, 49 C.F.R. § 390.23 allows the Governor of a State to suspend the rules and regulations under 49 C.F.R. Parts 390 if the Governor determines that an emergency condition exists; and

WHEREAS, nothing contained in this declaration shall be construed as an exemption from the controlled substances and alcohol use and testing requirements (49 C.F.R. Part 382), the commercial driver's license requirements (49 C.F.R. Part 383), the financial responsibility (insurance) requirements (49 C.F.R. Part 387), operating authority (49 C.F.R. Part 365), applicable size and weight requirements, ill or fatigued operator (49 C.F.R. Part 392.3) or any other portion of the regulations not specifically identified; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.70(g), upon the recommendation of the North Carolina Commissioner of Agriculture and the existence of an imminent threat of severe economic loss of livestock, poultry, or crops ready to be harvested, the Governor may direct the North Carolina Department of Public Safety ("DPS") to temporarily suspend weighing vehicles used to transport livestock, poultry or crops ready to be harvested; and

WHEREAS, this suspension does not permit the gross weight of any vehicle or combination to exceed the safe load-carrying capacity established by the North Carolina Department of Transportation ("DOT") on any bridge pursuant to N.C. Gen. Stat. § 136-72, or to permit the operation of a vehicle when a law enforcement officer has probable cause to believe the vehicle is creating an imminent hazard to public safety; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.70, the Governor may declare that the health, safety, or economic well-being of persons or property requires that the maximum hours of service for drivers prescribed by N.C. Gen. Stat. § 20-381 should be waived for (1) persons transporting essential fuels, food, water, non-alcoholic beverages, medical supplies, feed for livestock and poultry, (2) persons transporting livestock, poultry, and crops ready to be harvested, and (3) vehicles used in the restoration of utility and transportation services; and

WHEREAS, the undersigned has sought and obtained Concurrence from the Council of State, as that term is defined in N.C. Gen. Stat. 19.3(2d) on the provisions of this Executive Order requiring concurrence; and

WHEREAS, the undersigned has documented the contact and response of each Council of State member and is releasing the concurrence, non-concurrence, or non-response of each member by position on the website in which this Executive Order is published.

NOW, THEREFORE, pursuant to the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED:**

Section 1.

I hereby declare that a statewide state of emergency, as defined in N.C. Gen. Stat. §§ 166A-19.3(6) exists in the State of North Carolina due to the anticipated impacts from Helene.

For purposes of this Executive Order, the emergency area is the entire State of North Carolina ("the Emergency Area").

Section 2.

I order all state and local government entities and agencies to cooperate in the implementation of the provisions of this declaration and the provisions of the North Carolina Emergency Operations Plan ("the Plan").

I delegate to Eddie M. Buffaloe, Jr., the Secretary of DPS, or his designee, all power and authority granted to and required of me by Article 1A of Chapter 166A of the North Carolina General Statutes to implement the Plan and deploy the State Emergency Response Team to take the appropriate actions necessary to promote and secure the safety and protection of the populace in North Carolina.

Secretary Buffaloe, as Chief Coordinating Officer for the State of North Carolina, shall exercise the powers prescribed in N.C. Gen. Stat. § 143B-602.

Section 3.

I further direct Secretary Buffaloe, or his designee, to seek assistance from any agencies of the United States Government as may be needed to meet the emergency and to seek reimbursement for costs incurred by the state in responding to this emergency.

Section 4.

DPS, in conjunction with DOT, shall waive the maximum hours of service for drivers prescribed by DPS pursuant to N.C. Gen. Stat. § 20-381 for (1) persons transporting essential fuels, food, water, non-alcoholic beverages, medical supplies, feed for livestock and poultry, (2) persons transporting livestock, poultry, and crops ready to be harvested, and (3) vehicles used in the restoration of utility and transportation services. In addition, DPS shall, pursuant to N.C. Gen. Stat. § 166A-19.70(g), temporarily suspend weighing pursuant to N.C. Gen. Stat. § 20-118.1 vehicles used to transport livestock, poultry, livestock or poultry feed, or crops ready to be harvested.

Section 5.

Subject to Section 8 below, DPS, in conjunction with DOT, shall waive enforcement of certain size and weight restrictions and penalties arising under N.C. Gen. Stat. §§ 20-116, 20-118, and 20-119, certain registration requirements and penalties arising under N.C. Gen. Stat. §§ 20-86.1 and 20-382, and certain registration and filing requirements and penalties arising under N.C. Gen. Stat. §§ 105-449.45, 105-449.47, and 105-449.49 for vehicles supporting emergency relief efforts in the Emergency Area.

Section 6.

Notwithstanding the waivers set forth above, size and weight restrictions and penalties have not been waived under the following conditions:

- a. When the vehicle weight exceeds the maximum gross weight criteria established by the manufacturer ("GVWR") or 90,000 pounds gross weight, whichever is less.
- b. When the vehicle weight exceeds a single-axle weight of 22,000 pounds, a tandem-axle weight of 42,000 pounds, or a gross weight of 90,000 pounds.
- c. When the vehicle consists of a five or more axle combination vehicle that exceeds a single-axle weight of 26,000 pounds, a tandem-axle weight of 42,000 pounds and a gross weight 90,000 pounds, with a length of at least forty-eight (48) feet between the center of axle one and the center

of the last axle of the vehicle and a minimum of eleven (11) feet between the center of axle one and the center of axle two of the vehicle.

- d. When the vehicle consists of a two-axle vehicle that exceeds a gross weight of 37,000 pounds and a single-axle weight of no more than 27,000 pounds, with a length of at least fourteen (14) feet between the center of axle one and the center of axle two of the vehicle.
- e. When a vehicle and vehicle combination exceed twelve (12) feet in width and the total overall vehicle combination's length exceeds seventy-five (75) feet from bumper to bumper.
- f. Vehicles and vehicle combinations subject to exemptions or permits by authority of this Executive Order shall not be exempt from the requirement of having (A) a yellow banner on the front and rear that is seven (7) feet long and eighteen (18) inches wide and bears the legend "Oversized Load" in ten (10) inch black letters, 1.5 inches wide and (B) red flags measuring eighteen (18) inches square on all sides at the widest point of the load. In addition, when operating between sunset and sunrise, a certified escort shall be required for loads exceeding eight (8) feet six (6) inches in width.
- g. Commercial vehicles operating outside the normal weight, height, and length restrictions under the authority of this State of Emergency shall be issued permits by DOT. Said vehicles shall be subject to any special conditions DOT and DPS may list on applicable permits. Nothing in this Executive Order shall be construed to allow any vehicle to exceed weight limits posted for bridges and like structures, nor shall anything in this Executive Order be construed to relieve compliance with restrictions other than those specified in this Executive Order or from any statute, rule, order, or other legal requirement not specifically waived herein.
- h. Oversize permits may be issued by the DOT, Oversize/Overweight Unit, during normal business hours, Monday through Friday by calling 1-888-221-8166 or contacting them through the online portal at <https://connect.ncdot.gov/business/trucking/Pages/overpermits.aspx>

Section 7.

Vehicles referenced under Sections 5 and 6 of this Executive Order shall be exempt from the following registration requirements, except where otherwise noted below:

- a. The requirement to obtain a temporary trip permit in N.C. Gen. Stat. § 105-449.49.
- b. The requirement of filing a quarterly fuel tax return.
- c. The registration requirements under N.C. Gen. Stat. §§ 20-382.1 and 20-382 concerning interstate for-hire authority; however, vehicles shall maintain the required limits of insurance as required.
- d. Non-participants in North Carolina's International Registration Plan and International Fuel Tax Agreement will be permitted to enter North Carolina in accordance with the exemptions identified by this Executive Order.

Section 8.

The size and weight exemption for vehicles will be allowed on all DOT designated routes, except those routes designated as light traffic roads under N.C. Gen. Stat. § 20-118. Size and weight exemptions shall not be in effect on bridges posted pursuant to N.C. Gen. Stat. § 136-72.

Section 9.

The North Carolina State Highway Patrol shall enforce the conditions set forth in Sections 4 through 8 of this Executive Order in a manner that does not endanger North Carolina motorists.

Section 10.

Pursuant to 49 C.F.R. § 390.23, I hereby waive 49 C.F.R. § 395.3 for vehicles transporting loads that are for use in (1) providing direct assistance supporting emergency relief efforts including transporting essential fuels, food, water, non-alcoholic beverages, medical supplies, feed for livestock

and poultry, (2) transporting livestock, poultry, and crops ready to be harvested, or (3) the restoration of utility and transportation services in response to Helene in North Carolina and affected states for fourteen (14) days.

Upon request by law enforcement officers, exempted vehicles must produce documentation sufficient to establish that their loads are for use in providing direct assistance supporting emergency relief efforts including transporting loads that are for use in (1) providing direct assistance supporting emergency relief efforts including transporting essential fuels, food, water, non-alcoholic beverages, medical supplies, feed for livestock and poultry, (2) transporting livestock, poultry, and crops ready to be harvested, or (3) the restoration of utility and transportation services in response to Helene.

Direct assistance terminates when a driver or commercial motor vehicle is used in intrastate/interstate commerce to transport cargo or provide services that are not in support of emergency relief efforts related to Helene in North Carolina or affected states, or when the motor carrier dispatches a driver or commercial motor vehicle to another location to begin operations in commerce. (49 C.F.R. § 390.23(b)).

Upon termination of direct assistance to emergency relief efforts related to transporting loads that are for use in (1) providing direct assistance supporting emergency relief efforts including transporting essential fuels, food, water, non-alcoholic beverages, medical supplies, feed for livestock and poultry, (2) transporting livestock, poultry, and crops ready to be harvested, or (3) the restoration of utility and transportation services in response to Helene in North Carolina or affected states, the motor carrier and driver are subject to the requirements of 49 C.F.R. § 395.3, except that a driver may return empty to the motor carrier's terminal or the driver's normal work reporting location without complying with 49 C.F.R. § 395.3. When a driver is moving from emergency relief efforts to normal operations a 10-hour break is required if the total time a driver operated, whether conducting emergency relief efforts or a combination of emergency relief efforts and normal operations, equals or exceeds fourteen (14) hours.

Section 11.

This Executive Order does not prohibit or restrict lawfully possessed firearms or ammunition or impose any limitation on the consumption, transportation, sale, or purchase of alcoholic beverages.

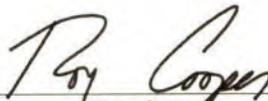
Section 12.

Pursuant to N.C. Gen. Stat. § 166A-19.23, this declaration triggers the prohibition against excessive pricing as provided in N.C. Gen. Stat. §§ 75-37 and 75-38 in the Emergency Area.

Section 13.

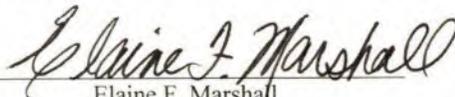
This Executive Order is effective immediately and shall remain in effect for thirty (30) days, unless earlier terminated, provided, however, that the provisions in Section 10 shall remain in effect for fourteen days (14).

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 25th day of September in the year of our Lord two thousand and twenty-four.



Roy Cooper
Governor

ATTEST:



Elaine F. Marshall
Secretary of State





State of North Carolina

ROY COOPER
GOVERNOR

October 25, 2024

EXECUTIVE ORDER NO. 324

EXTENDING TRANSPORTATION WAIVERS FOR DESIGNATED COUNTIES AND EXTENDING PRICE GOUGING PROTECTIONS

WHEREAS, Hurricane Helene (“Helene”) entered the State of North Carolina on September 26, 2024 as a tropical storm; and

WHEREAS, Helene has inflicted significant damage on public and private property; and

WHEREAS, impacts from Helene constitute a State of Emergency, as defined in N.C. Gen. Stat. § 166A-19.3(19); and

WHEREAS, on September 25, 2024, the undersigned issued Executive Order No. 315, which declares a State of Emergency and provides for the health, safety, and welfare of residents and visitors located in North Carolina (“Declaration of a State of Emergency”); and

WHEREAS, Executive Order No. 315 invokes the Emergency Management Act, and authorizes the Governor to exercise the powers and duties set forth therein to direct and aid in the response to, recovery from, and mitigation against emergencies; and

WHEREAS, N.C. Sess. Law 2024-51 extended the State of Emergency until March 1, 2025; and

WHEREAS, Executive Order No. 315 is set to expire October 25, 2024, however, the undersigned has determined that certain transportation waivers should be reissued for those counties impacted by Helene; and

WHEREAS, on September 26, 2024, the President of the United States issued an emergency declaration, FEMA-3617-EM, for the State of North Carolina, providing, in part, for Public Assistance-Category B, including direct federal assistance to the State; and

WHEREAS, on September 28, 2024, the President of the United States approved an Expedited Major Disaster Declaration, FEMA-4827-DR, for the State of North Carolina; and

WHEREAS, N.C. Const. art. I § 5(4) vests the Governor with the duty to take care that the laws be faithfully executed; and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.70(g), based on the damage to the road infrastructure in several communities of western North Carolina, the North Carolina Commissioner of Agriculture has determined there is still the existence of an imminent threat of severe economic loss of crops ready to be harvested, and recommends to the Governor that he continue to direct the North Carolina Department of Public Safety (“DPS”) to temporarily suspend weighing vehicles used for crops ready to be harvested; and

WHEREAS, this suspension does not permit the gross weight of any vehicle or combination to exceed the safe load-carrying capacity established by the North Carolina Department of Transportation (“DOT”) on any bridge pursuant to N.C. Gen. Stat. § 136-72, or to permit the operation of a vehicle when a law enforcement officer has probable cause to believe the vehicle is creating an imminent hazard to public safety; and

WHEREAS, On October 24, 2024, the United States Department of Transportation (“USDOT”), Federal Motor Carrier Safety Administration (“FMCSA”), has determined that an emergency exists and warrants an extension of the relief that was granted in the Regional Declarations of Emergency and Extension of Emergency Declarations Nos. 2024-008 and Nos. 2024-010 from certain regulatory requirements in Parts 390-399 of the Federal Motor Carrier Safety Regulations (“FMCSRs”) for North Carolina and other states affected by Helene and Milton; and

WHEREAS, due to gradually improving conditions in the impacted counties, other transportation waivers in Executive Order No. 315 may expire at this time; and

WHEREAS, in order to provide for the rapid and orderly rehabilitation of persons and restoration of property, the undersigned has made the determination that it is in the public interest to keep in place the limited suspension of weighing crops ready to be harvested to minimize the risk of severe economic loss or damage in the Designated Counties (as defined herein); and

WHEREAS, pursuant to N.C. Gen. Stat. § 166A-19.23, in conjunction with N.C. Gen. Stat. §§ 75-37 and 75-38, the undersigned may issue a declaration that shall trigger the prohibitions against excessive pricing during states of disaster, states of emergency, or normal market disruptions.

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED**:

Section 1.

DPS shall, pursuant to N.C. Gen. Stat. § 166A-19.70(g) temporarily suspend weighing pursuant to N.C. Gen. Stat. § 20-118.1 vehicles used to transport crops ready to be harvested for those North Carolina counties identified in the FEMA Major Disaster Declaration, FEMA-4827-DR (“Designated Counties”).

Section 2.

Notwithstanding the waivers set forth above, size and weight restrictions and penalties have not been waived under the following conditions:

- a. When the vehicle weight exceeds the maximum gross weight criteria established by the manufacturer (“GVWR”) or 90,000 pounds gross weight, whichever is less.
- b. When the vehicle weight exceeds a single-axle weight of 22,000 pounds, a tandem-axle weight of 42,000 pounds, or a gross weight of 90,000 pounds.
- c. When the vehicle consists of a five (5) or more axle combination vehicle that exceeds a single-axle weight of 26,000 pounds, a tandem-axle weight of 42,000 pounds and a gross weight 90,000 pounds, with a length of at least forty-eight (48) feet between the center of axle one and the center of the last axle of the vehicle and a minimum of eleven (11) feet between the center of axle one and the center of axle two of the vehicle.
- d. When the vehicle consists of a two-axle vehicle that exceeds a gross weight of 37,000 pounds and a single-axle weight of no more than 27,000 pounds, with a length of at least fourteen (14) feet between the center of axle one and the center of axle two of the vehicle.
- e. When a vehicle and vehicle combination exceed twelve (12) feet in width and the total overall vehicle combination’s length exceeds seventy-five (75) feet from bumper to bumper.

- f. Vehicles and vehicle combinations subject to exemptions or permits by authority of this Executive Order shall not be exempt from the requirement of having (A) a yellow banner on the front and rear that is seven (7) feet long and eighteen (18) inches wide and bears the legend "Oversized Load" in ten (10) inch black letters, 1.5 inches wide and (B) red flags measuring eighteen (18) inches square on all sides at the widest point of the load. In addition, when operating between sunset and sunrise, a certified escort shall be required for loads exceeding eight (8) feet six (6) inches in width.
- g. Commercial vehicles operating outside the normal weight, height, and length restrictions under the authority of this State of Emergency shall be issued permits by DOT. Said vehicles shall be subject to any special conditions DOT and DPS may list on applicable permits. Nothing in this Executive Order shall be construed to allow any vehicle to exceed weight limits posted for bridges and like structures, nor shall anything in this Executive Order be construed to relieve compliance with restrictions other than those specified in this Executive Order or from any statute, rule, order, or other legal requirement not specifically waived herein.
- h. Oversize permits may be issued by the DOT, Oversize/Overweight Unit, during normal business hours, Monday through Friday by calling 1-888-221-8166 or contacting them through the online portal at <https://connect.ncdot.gov/business/trucking/Pages/overpermits.aspx>

Section 3.

This suspension does not permit the gross weight of any vehicle or combination to exceed the safe load-carrying capacity established by DOT on any bridge pursuant to N.C. Gen. Stat. § 136-72, or to permit the operation of a vehicle when a law enforcement officer has probable cause to believe the vehicle is creating an imminent hazard to public safety.

Section 4.

The North Carolina State Highway Patrol shall enforce the conditions set forth in Sections 1-3 of this Executive Order in a manner that does not endanger North Carolina motorists.

Section 5.

I order all state and local government entities and agencies to continue to cooperate in the implementation of the provisions of this Executive Order and the provisions of the North Carolina Emergency Operations Plan ("the Plan").

I delegate to the Secretary of DPS, or the Secretary's designee, all power and authority granted to and required of me by Article IA of Chapter 166A of the North Carolina General Statutes to implement the Plan and deploy the State Emergency Response Team to take the appropriate actions necessary to promote and secure the safety and protection of the populace in North Carolina.

The DPS Secretary, as Chief Coordinating Officer for the State of North Carolina, shall exercise the powers prescribed in N.C. Gen. Stat. § 143B-602.

Section 6.

I further direct the DPS Secretary, or the Secretary's designee, to seek assistance from any agencies of the United States Government as may be needed to meet the emergency and to seek reimbursement for costs incurred by the state in responding to this emergency.

Section 7.

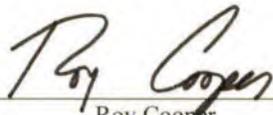
Pursuant to N.C. Gen. Stat. § 166A-19.23, the statewide prohibition against excessive pricing is hereby extended, as provided in N.C. Gen. Stat. §§ 75-37 and 75-38, through the duration of the State of Emergency.

The undersigned encourages the North Carolina Attorney General to use all resources available to monitor reports of abusive trade practices towards consumers and make readily available opportunities to report to the public any price gouging and unfair or deceptive trade practices under Chapter 75 of the North Carolina General Statutes.

Section 8.

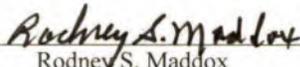
This Executive Order is effective immediately. Section 1 shall remain in effect for thirty (30) days, unless otherwise rescinded or extended by applicable Executive Order. The remainder of this Executive Order shall remain in effect through the duration of the State of Emergency, unless otherwise rescinded.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 25th day of October in the year of our Lord two thousand and twenty-four.



Roy Cooper
Governor

ATTEST:



Rodney S. Maddox
Chief Deputy Secretary of State



STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

AFFIDAVIT OF VALERIE GODOWN

I, Valerie Godown, being first fully sworn, state as follows:

1. My name is Valerie Godown. I am 60 years old, and I reside at 166 Long John Drive in Hendersonville, North Carolina. I previously worked as a senior manager systems and data analyst for Price Waterhouse Cooper but took early retirement and have filed an application for disability income with the Social Security Administration. I am competent to provide this affidavit, and I provide information of my personal knowledge.

2. My husband Jerry and I moved from St. Petersburg, Florida to Hendersonville in 2019 to be closer to my husband's family.

3. On the morning of September 27, 2024, my husband and I were at home when we heard a loud boom at approximately 5:00 a.m. Due to the time of day and heavy rain, we could not see what caused the noise.

4. Around 7:00 a.m., I checked outside and could see the gutter hanging off the roof. Two large locust trees had fallen directly on our roof, one splitting in two. It was clear that extensive damage had been done and we needed to get the trees removed as soon as possible to mitigate any further damage to the home from the trees. A true and accurate photograph showing the locust trees that had fallen is attached to this affidavit. (Attachment 1, Photograph of Trees on Roof)

5. I called every local tree removal business I could find, but due to the hurricane, we could only get a hold of a single company, who we did not find reputable.

6. My husband was able to find a company, Huggins and Sons Landscaping, with good reviews on HomeAdvisor.com powered by Angi, formerly known as Angie's List, who agreed to come out to Hendersonville.

7. On October 3, 2024, two of Lorenzo Huggins, Sr.'s employees, one by the name of Frank, arrived in a dump truck with a trailer to our home at approximately 11:30am. Shortly thereafter, Lorenzo Huggins and another employee arrived in a pickup truck. The only equipment they brought with them were three chainsaws and a leaf blower.

8. Upon arrival, Mr. Huggins gave us his business card, which listed two separate phone numbers, and informed us that it would cost \$25,500 to remove the two trees from the

roof and it had to be paid up front. My husband and I had never had this kind of work done before and had no idea what a reasonable price would be. We were also desperate to have the trees removed so no further damaged occurred to the roof, so we paid \$25,500 via credit card. A true and accurate copy of this business card is attached. (Attachment 2, Lorenzo & Son Landscaping business card)

9. My husband and I were present for the entire time Huggins and Sons worked to remove the tree from the roof. They used our ladder to access the roof as they had not brought one of their own. I did not observe them using ropes or any other safety equipment.

10. At one point, Huggins and Sons recruited two additional men from down the street working on other jobs to assist in the tree removal on our property. These were the only two men who wore safety helmets while they were working.

11. When we asked for an itemized receipt, we were told that they could not provide us one. I asked one of the workers, Frank Petti, to sign a statement on a piece of scrap paper where I had written a statement of the work they provided. A true and accurate copy of the signed piece of paper is attached. (Attachment 3, Signed Statement of Work)

12. Having no knowledge of this particular industry, as the workers were packing up their equipment, I wrote an additional check of \$800 to Lorenzo Huggins so that each individual worker would receive a \$200 tip from us. A true and accurate photograph of that cashed check is attached. As shown on the back of the deposited check, it was endorsed by a signature for Lorenzo Huggins. (Attachment 4, Check to Lorenzo Huggins)

13. Huggins and Sons declared they were finished and left around 5pm. Two members of the crew worked for approximately 5.5 hours, one member of the crew worked for approximately 5 hours, and the two men who were from another crew down the road worked for approximately 1.5 hours. However, they did not remove any debris from our property and, in fact, left one of the large tree trunks leaning against the house. A true and accurate photograph of the tree trunk left leaning on our home is attached. (Attachment 5, Photograph of Leaning Tree on House)

14. Because we had not received an itemized invoice from Lorenzo Huggins, Sr., I emailed him on October 11 and October 12, telling him we would be disputing the charge with our credit card company. A true and accurate copy of these emails are attached. (Attachment 6, Emails to Lorenzo Huggins)

15. Huggins and Sons let one of the large trees drop onto our retaining wall, which upon information and belief, caused damage to the retaining wall. They even dropped tree limbs and debris through the hole in the roof into the interior of our home. A true and accurate photograph of the retaining wall is attached. (Attachment 7, Retaining Wall)

16. I have since paid a handy man \$1000 to have the tree debris from the roof left behind by Huggins and Sons cleared from our back patio so we could get to the gate and let our dogs out. We've been able to give away some of the fallen wood but had to hire another service to come clear away the largest trunk pieces. That work is not completed yet so we don't have a final cost.

17. Our insurance company contracted a different tree removal service, Timber Warriors, to remove the large trunk left against the house, and they did so on October 12, 2024. They also observed the work done by Huggins and Sons and told us the company did a poor job and overcharged us. Everyone we spoke to – our family, friends, and neighbors - about our experience made a comment that what we were charged was excessive, but it wasn't until another tree company made the same observation that I became concerned that we were overcharged.

18. I filed a price gouging complaint with the North Carolina Attorney General's Office on October 16.

19. The foregoing statements are true to the best of my information, knowledge, and belief.

October 29, 2024

Date

Valerie Godown

Valerie Godown, Affiant

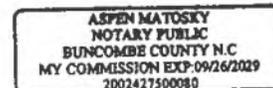
Sworn to and subscribed before me

This the 29 day of October, 2024.

Aspen Matosky

(Notary Public)

My Commission Expires: 09/26/2029





Lorenzo Huggins
Owner
919-638-9431

Please call for a quote
919-641-3610

Lorenzo & Son Landscaping



Landscaping, Pressure Washing, Gutters
Haul Away, Irrigation Systems, Mulching
Holiday Services, Tree Removal
and more...

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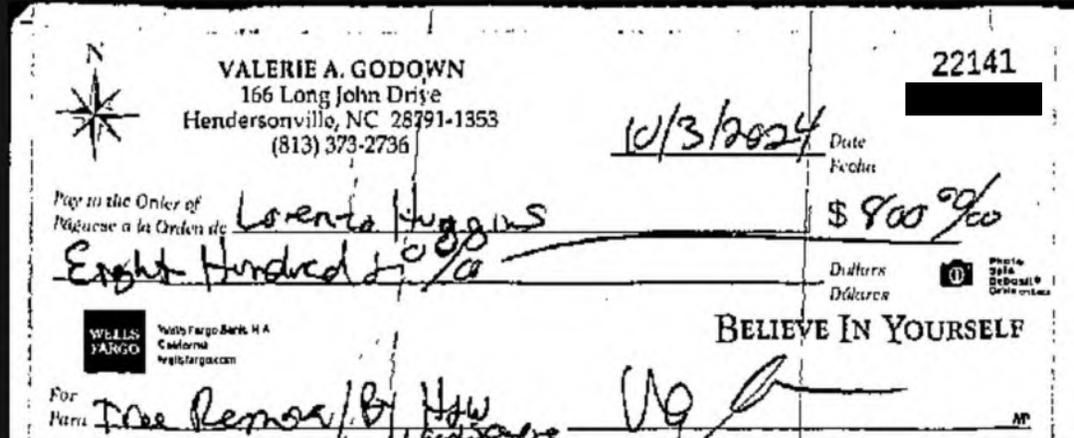
ATTACHMENT

3

Check Image

Item 4 of 42

Show partial image



Previous



Flip



Zoom



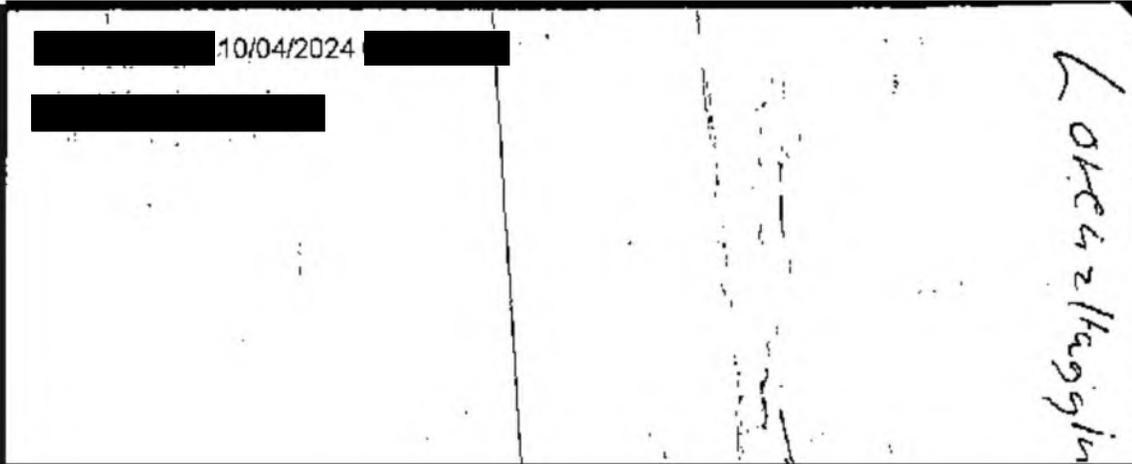
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H&W Landscaping 10/3/2024
919-698-8696

Durham, NC
Received ~~26,300.00~~ 26,300.00
Removal of tree limbs
from roof & removal
of tree leaning on
house at

166 Long John Drive
Hertonsville, NC.

Frank Pettifor
Lorenzo Huggins

X Lot

ATTACHMENT

5





Valerie Godown <valeriegodown@gmail.com>

Tree Removal Receipt

2 messages

Valerie Godown <valeriegodown@gmail.com>
To: lorenzohugginslandscaping@gmail.com

Fri, Oct 11, 2024 at 9:19 AM

Hi -

When we spoke yesterday, we explained we needed a breakdown of the work and resources involved in the tree removal. We need that to justify our insurance claim.

Please send us an itemized invoice.

Thanks.

Valerie Godown <valeriegodown@gmail.com>
To: lorenzohugginslandscaping@gmail.com, Jerry Godown <godownjerry@yahoo.com>

Sat, Oct 12, 2024 at 9:42 AM

As there was no reply to this second request and we never received the requested itemized invoice we are disputing the charge.

Valerie and Jerry Godown
[Quoted text hidden]



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

AFFIDAVIT OF JERRY GODOWN

I, Jerry Godown, being first fully sworn, state as follows:

1. My name is Jerry Godown. I am 64 years old and I reside at 166 Long John Drive in Hendersonville, North Carolina. I work a manufacturing processing engineer. I am competent to provide this affidavit, and I provide information of my personal knowledge.

2. My wife Valerie and I moved from St. Petersburg, Florida to Hendersonville in 2019 to be closer to my family.

3. On the morning of September 27, 2024, my wife and I were at home when we heard a loud boom at approximately 5:00 a.m. Due to the time of day and heavy rain, we could not see what caused the noise.

4. Around 7:00 a.m., we checked outside and could see the gutter hanging off the roof. Two large locust trees had fallen directly on our roof, one splitting in two. It was clear that extensive damage had been done and we needed to get the trees removed as soon as possible to mitigate any further damage to the home from the trees.

5. I was able to find a company, Huggins and Sons Landscaping, with good reviews on HomeAdvisor.com powered by Angi, formerly known as Angie's List. After communicating with the company through the HomeAdvisor.com app, text messages and by phone, they agreed to come out to Hendersonville.

6. On October 3, 2024, two of Lorenzo Huggins, Sr.'s employees, one by the name of Frank, arrived in a dump truck with a trailer to our home at approximately 11:30am. Shortly thereafter, Lorenzo Huggins and another employee arrived in a pickup truck. The only equipment they brought with them were three chainsaws and a leaf blower.

7. Upon arrival, Mr. Huggins informed us that it would cost \$25,500 to remove the two trees from the roof and it had to be paid up front. My wife and I had never had this kind of work done before and had no idea what a reasonable price would be. Forty years ago, I worked for a tree service and ran the chipper for a summer, but did not do any billing and was not, and am not, familiar with the cost of tree services.

9. My wife and I were present for the entire time Huggins and Sons worked to remove the tree from the roof. They used our ladder to access the roof as they had not brought one. I did not observe them using ropes or any other safety equipment. At times they even dropped tree limbs and debris through the hole in the roof into the interior of our home. A true and accurate photograph of the tree that was dropped into our home is attached. (Attachment 2, Photograph of Tree in Hallway)

10. At one point, Huggins and Sons recruited two additional men from down the street working on other jobs to assist in the tree removal off the roof.

11. Huggins and Sons declared they were finished and left around 5pm. Two members of the crew worked for approximately 5.5 hours, one member of the crew worked for approximately 5 hours, and the two men who were from another crew down the road worked for approximately 1.5 hours. However, they did not remove any debris from our property and, in fact, left one of the large tree trunks leaning against the house.

12. One of the employees, Frank, asked me to provide a review, and the following day, I received a text message from H&W Land Service with a link requesting I review them on HomeAdvisor.com. I provided a 5.0 star review and wrote, "They saved or (sic) house!" At the time, I was elated that the tree was off roof and that we would not be killed by our house collapsing. I wrote this review before I realized we were overcharged for the work completed. True and accurate screenshots of the text message and my HomeAdvisor.com review are attached. (Attachment 3, Text Message and HomeAdvisor website)

13. Two days after the crew left our house, on or about October 5, I received a phone call from Lorenzo Huggins, who I think had me on speaker phone. He was at the home of another person and asked me "could you tell this man how much you paid to get that tree off the roof?" I responded "\$25,500" and I heard indistinct conversation in the background before Lorenzo Huggins hung up the phone.

14. On or about October 13, 2024, because we had not received an itemized receipt from Huggins and Sons, I called Lorenzo and asked him for one. I also texted him on October 16 for an itemized receipt because we needed something to show our insurance adjuster. True and accurate screenshots of these text messages are attached. (Attachment 4, Text Messages)

15. We received a receipt on Huggins & Son Yard Service, but it was not itemized. A true and accurate copy of this receipt is attached. This receipt includes the name of Lorenzo Huggins. (Attachment 5, Un-itemized Receipt)

16. After I texted Lorenzo again, we received an itemized receipt for an amount of \$25,000. A true and accurate copy of this receipt is attached. This receipt includes the name of Lorenzo Huggins. (Attachment 6, Itemized Receipt)

17. The itemized receipt includes a \$5,500 charge for "disposal of tree" when the trees were not removed from the property.

18. I have met with my homeowner's insurance adjuster and my claim is pending. Our insurance company has provided us with \$2,500 to help with housing costs since we have had to vacate our home during the repairs.

19. The foregoing statements are true to the best of my information, knowledge, and belief.

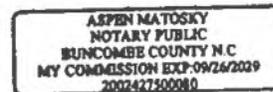
10/29/24
Date

Jerry W. Godown
Jerry Godown, Affiant

Sworn to and subscribed before me

This the 29 day of October, 2024.

Aspen Matosky
(Notary Public)



My Commission Expires: 09/26/2029



+1 (833) 239-7036 >

Text Message
Thu, Oct 3, 11:46 AM

Welcome to SMS messages from Lorenzo Huggins Landscaping via Square - Reply to send us a message or "STOP" to unsubscribe from receiving messages, std rates apply

View your receipt from Lorenzo Huggins Landscaping: <https://squareup.com/r/r1DVA57YCNN2275?sms=1>
Reply to send us a message

Thu, Oct 10, 10:50 AM

I need a detailed invoice for our insurance company, # of



Text Message 





Lorenzo Huggins Landscaping



Let Lorenzo Huggins Landscaping know how your experience was

\$25,500.00

Custom Amount \$25,500.00

Total \$25,500.00

Lorenzo Huggins Landscaping

Visa [Redacted] (Keyed)

Oct 3 2024 at 11:43 AM



#IWeE

Auth code: 01607D





+1 (610) 632-7102 >

Text Message
Thu, Oct 3, 4:48 PM

H&W Land Service would like you to review them on HomeAdvisor powered by Angi: <http://homeadvisor.com/rr/rffvgn05v0> Reply STOP to stop messages



Text Message



Cash



H&W Land Service

★★★★☆ 4.6 | 46 Verified Reviews

[Write a Review](#)

[Get a Quote](#)

★ 5.0 **Leslie B.** Candler, NC 10/14/2024

[Remove Trees](#)

This crew showed up and removed a bunch of trees that were leaning toward my house. I had called every tree pro I could find and nobody could come. I finally tried the Angi app, which sent me H&H. Great job!

★ 0.50 **Sam W.** Asheville, NC 10/14/2024

[Remove Trees](#)

-

★ 0.50 **Dan S.** Asheville, NC 10/13/2024

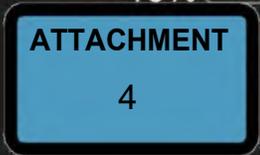
[Remove Trees](#)

I have used Ange List for over 20 years and have always had a good experience with contractors on the site, but H&W Land Services is the worst contractor I ever dealt with. I live in Asheville, which recently suffered hurricane and flooding damage. We lost a large tree and wanted it removed quickly so it would not fall on the house, H&W was the first Angi contractor and said they were coming the Asheville and could remove the tree that day. They were 50% higher than local contractors but schedule was critical. Two days later they finally showed up with a crew, but the crew did not have the skills to remove the tree. They cut off one limb and let it smash through my fence. The tree climber said he could not take it down without a crane, so they stopped work. In meantime, limbs that I had cut up were loaded onto a trailer for removal. But Frank, the owner son, insisted I pay him 50% of the job! Just for debris removal. This was 3 times higher the other companies for debris removal. I offered to pay him 2 times the going rate for removal, but he refused and dumped the debris in the middle of the street. The owner, Lorenzo Huggins, thought my offer was more then fair, but had no control over his son. This sounds like a nightmare and it was. This contractor was in town during a disaster to take advantage of whoever they could sucker into doing business with them. I have since had the tree removed by a local company successfully without a crane and a 50% less. H&W should not be on Angi list. I have photos and videos which document all of this.

★ 5.0 **Jerry G.** Hendersonville, NC 10/3/2024

[Remove Trees](#)

They saved or house!



+1 (785) 347-5553 >

Text Message
Wed, Oct 2, 6:54 PM

Hi Jerry,

Thanks for reaching out to H&W Land Service through Angi! We'd love to talk more about your Tree Removal project and any questions you might have.

Would you be available for a phone call to discuss more details? Let us know what dates and times would work best for you.



Text Message 





H & W Land Service >

Text Message
Wed, Oct 2, 6:53 PM

Please come 166 long John Dr Hendersonville

iMessage
Thu, Oct 10, 11:44 AM

godownjerry@yahoo.com



166 Long John Dr Hendersonville 28791

Monday 9:32 AM

Frank, I really need that invoice. A break down of like removed tree from inside attic, tarped, equipment used.



iMessage





+1 (833) 239-7036 >

welcome to give messages
from Lorenzo Huggins
Landscaping via Square -
Reply to send us a message
or "STOP" to unsubscribe
from receiving messages, std
rates apply

View your receipt from
Lorenzo Huggins
Landscaping: [https://
squareup.com/r/
r1DVA57YCNN2275?sms=1](https://squareup.com/r/r1DVA57YCNN2275?sms=1)
Reply to send us a message

Thu, Oct 10, 10:50 AM

I need a detailed invoice for
our insurance company, # of
men, hours, equipment, or
they won't reimburse me and
I'll have to dispute the charge.



Text Message



Cash





H & W Land Service >

166 Long John Dr
Hendersonville 28791

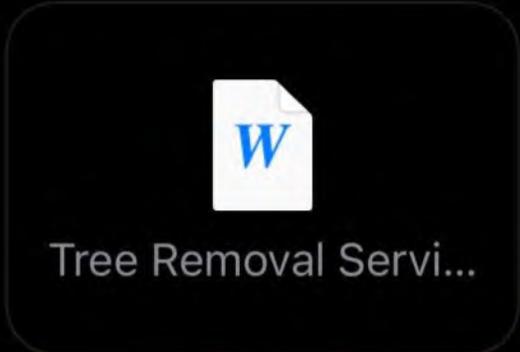
Monday 9:32 AM

Frank, I really need that invoice. A break down of like removed tree from inside attic, tarped, equipment used.

Tuesday 11:23 PM

Frank, I really need that itemized receipt.

Wednesday 8:20 AM



iMessage





HUGGINS & SON YARD SERVICE

LORENZO HUGGINS
409 BELMONT DR
DURHAM, NC 27713

Bill To
JERRY GODOWN
166 LONG JOHN DR
HENDERSONVILLE, NC 28791

Receipt # 3413
Receipt Date 10/02/2024

Description	Amount
REMOVAL OF FALLEN TREE ON ROOF OF HOUSE	25,000.00
Receipt Total	\$25,000.00



Terms & Conditions

The contractor shall carry out and complete landscape works described in the invoice in a workman like manner and shall have no obligation to execute any additional work unless otherwise agreed in writing between the parties. The customer is responsible for obtaining any necessary permits or consents required for any work to be performed by contractor under the invoice (both governmental and private). Customer represents and warrants to contractor that all permits and consents have been obtained prior to the scheduled commencement of any work and that the work contained in the Invoice is permitted by all applicable laws. Acceptance of the invoice expressly constitutes acceptance of these Terms & Conditions and represents a binding contract between the parties. Customer shall pay the contractor including all taxes and fees upon completion of the job (unless otherwise stated).



**HUGGINS & SON YARD SERVICE**

LORENZO HUGGINS
409 BELMONT DR
DURHAM, NC 27713

Bill To

JERRY GODOWN
166 LONG JOHN DR
HENDERSONVILLE, NC 28791

Receipt #

3413

Receipt Date

10/02/2024

Description	Amount
REMOVAL OF FALLEN TREE ON ROOF OF HOUSE	15,000.00
WEATHERPROOF ROOF	1,500.00
ADITTIONAL WORKERS (5)	2,200.00
TARP	300.00
DISPOSAL OF TREE	5,500.00
EMERGENCY FEE	500.00
Receipt Total	\$25,000.00



PAID

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STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF KATHRYN K. COZORT

I, Kathryn K. Cozort, being first fully sworn, state as follows:

1. My name is Kathryn K. Cozort and I reside in Wake County. I am competent to provide this affidavit, and I provide information of my personal knowledge.

2. I am employed as an investigator in the Consumer Protection Division (“Consumer Protection Division”) of the North Carolina Department of Justice.

3. One of my responsibilities is to investigate, mediate, and respond to price gouging complaints received by the North Carolina Attorney General’s Office. I also assist attorneys assigned to the investigation in pursuit of enforcement actions against individuals and businesses that have violated state and federal consumer protection laws.

4. After receiving the price gouging complaint from the Godowns, I have assisted the Assistant Attorney General in our office’s investigation of Lorenzo Huggins, the owner and operator of a landscaping business known as “Huggins & Sons Yard Service,” “H & W Land Service,” “Lorenzo Huggins and Sons,” “Lorenzo Huggins Landscaping,” and “Lorenzo & Son Landscaping.” A true and accurate copy of the Godowns’ complaint filed with our office is attached. (Attachment 1, Price Gouging Complaint)

5. I am the custodian of all records, correspondence, and other documents maintained in our office regarding the Consumer Protection Division’s investigation of this matter. I hereby assert that the facts alleged in the foregoing Complaint are true to the best of my knowledge.

6. I was unable to locate any business registration records with the Secretary of State’s office under any of the above business names used by Lorenzo Huggins or Lorenzo Huggins himself. I was able to find a website for his business, “Huggins and Sons Yard Service,” located at <https://hugginssonsyardservice.com/>. True and accurate screenshots from this website are attached. (Attachment 2, Huggins & Sons Yard Service website screenshots)

7. This website includes the same phone number (919-641-3610) as shown on the “Lorenzo and Son Landscaping” business card provided to the Godowns.

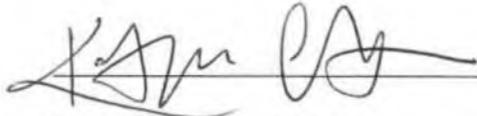
8. The defendant’s website also indicates that he has been licensed for 27+ years and have certified arborists on staff. Yet no one with the name “Lorenzo Huggins” is found in the North Carolina Licensing Board for General Contractors (<https://portal.nclbgc.org/Public/Search>) or

International Society of Arboriculture's (<https://www.treesaregood.org/findanarborist/verify>) databases.

9. The foregoing statements are true to the best of my information, knowledge, and belief.

10/29/24

Date



Kathryn Cozort, Affiant

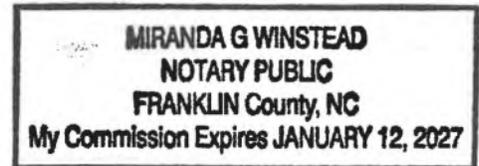
Sworn to and subscribed before me

This the 29th day of October, 2024.

Miranda G. Winstead

(Notary Public)

My Commission Expires: 1/12/2027



NAME

Mrs. Valerie Godown

ADDRESS

166 Long John Drive
Hendersonville, North Carolina 28791
United States

CONSUMER COUNTY OF RESIDENCE

Henderson

DAYTIME PHONE

(828) 203-5024

EVENING PHONE

(828) 203-5024

EMAIL

valeriegodown@gmail.com

COMPANY NAME

HUGGINS & SON YARD SERVICE

COMPANY ADDRESS

409 BELMONT DR
DURHAM, North Carolina 27713
United States

WHAT DECLARED STATE OF EMERGENCY IS THIS COMPLAINT RELATED TO?

Hurricane Helene

PRODUCT CATEGORY

Home/Building Repair/Services

PRODUCT, ITEM OR SERVICE INVOLVED

Tree Removal

IF THIS IS A GASOLINE PRICING COMPLAINT, PLEASE SELECT THE GRADE

Select

PRICE AFTER DISASTER

\$25,500.00

PRICE AS OF DATE

10/03/2024

DETAILS OF COMPLAINT

Two trees fell on our roof and were lodged in our attic. The trees were sinking into the residence and we could not leave due to road conditions and lack of available rentals. We contacted numerous services but only one returned our call. That service immediately started coaching us on ways to defraud our insurance carrier. We found the service we ended up hiring and when they showed up they insisted on payment up front and would not provide an invoice because they didn't have anyway to produce it. They agreed to send one later and we provided them my email address. I was suspicious but they assured us the rate was not very different than the one mentioned by the one who suggested insurance fraud so we let them go ahead. Since then we have asked repeatedly for an itemized invoice to provide our insurance company so we can be reimbursed but they have only provided a printed receipt with no details. Each time we call they say they will send it "tomorrow". I went so far as to send an example so they'd know what we needed but still no invoice.

I suspect they gouged us on the price. They removed two trees from our roof for \$25,500. We've been coached by every single person we talk to about this that we got ripped off.

EXPLANATION GIVEN BY BUSINESS FOR POST-DISASTER PRICE.

They were big trees and they provided quick service. They couldn't use a crane to remove the trees.

FILE UPLOAD

- [3413-JERRY-GODOWN.pdf](#)

WILL YOU BE SUBMITTING RECEIPTS OR OTHER DOCUMENTATION BY MAIL OR FAX?

No



HUGGINS & SON YARD SERVICE

LORENZO HUGGINS
409 BELMONT DR
DURHAM, NC 27713

Bill To

JERRY GODOWN
166 LONG JOHN DR
HENDERSONVILLE, NC 28791

Receipt

3413

Receipt Date

10/02/2024

Description	Amount
REMOVAL OF FALLEN TREE ON ROOF OF HOUSE	25,000.00
Receipt Total	\$25,000.00



Terms & Conditions

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TRANSFORMING YOUR OUTDOOR WITH OUR TOUCH

Providing High Quality & Affordable Tree Care Services

ABOUT US

WELCOME TO HUGGINS & SONS YARD SERVICE

Bringing Our Experience And Professionalism To Every Project Large or Small

At Huggins & Sons Yard Service, we're passionate about creating outdoor spaces that families love. We're a family-owned business dedicated to making your yard a haven of beauty and relaxation.

With years of experience, a commitment to excellence, and a love for the outdoors, we're your trusted partners in yard care. Explore our comprehensive range of services, from lawn maintenance to landscaping, and discover how we can help you achieve the yard of your dreams. Your vision is our mission, and your satisfaction is our top priority. Ready to get started? Contact us today, and let's embark on your yard's transformation journey together.

- Professional Expert
- Experienced
- Adaptif Technology
- Affordable Pricing



27+
Years of
Experience

Licensed &
Approved



TREE REMOVAL

At Huggins & Sons Yard Service, our tree removal service is more than just cutting down trees; it's about enhancing the safety, aesthetics, and functionality of your outdoor space. Trees may need to be removed for various reasons, such as disease, overgrowth, safety concerns, or to make way for new landscaping projects.

Our expert tree removal team combines experience, precision, and a commitment to safety to ensure that the process is carried out efficiently and with the utmost care. Our certified arborists begin by assessing the tree's health, size, location, and the reasons for removal. This evaluation helps us plan the safest and most efficient removal strategy.

[GET A QUOTE](#)

STATE OF NORTH CAROLINA

COUNTY OF WAKE

AFFIDAVIT OF BASIL CAMU

I, Basil Camu, being first fully sworn, state as follows:

1. My name is Basil Camu. I am over the age of 18 and am competent to give this affidavit.

2. I am a part owner of Leaf & Limb, LLC, a tree care service company headquartered in Raleigh, North Carolina that does business as “Leaf & Limb.”

3. Leaf & Limb’s many certifications and awards are listed on our webpage, www.leaflimb.com. These include: ISA (International Society of Arboriculture Certified Arborists on staff, which predominantly work in sales and management, and we are TCIA (Tree Care Industry Association) accredited, which is an industry legitimacy certification affirming that we abide by the best industry and legal standards. Further, we are members of various educational and trade groups including the North Carolina Urban Forest Council, the Utility Arborist Association, the Society of Municipal Arborists, and the Raleigh, Durham, and Cary Chambers of Commerce, and we have an “A+” rating with the Better Business Bureau.

4. The three accrediting entities I am familiar with in this line of business are ISA, TCIA, and ASCA (American Society of Consulting Arborists). The last is not as common as the first two.

5. During our years of operation since our founding in 1997, we have observed that many of our competitors in the tree removal business operate with varying degrees of compliance with state and federal law. Leaf & Limb pays for workers’ compensation coverage and unemployment insurance, and we are informed that many of our competitors do not. Further, Leaf

& Limb pays state and federal income taxes and withholds on behalf of its employees FICA and Medicare and Medicaid taxes, as well as estimated income taxes. We understand that many of our competitors may not do so. Finally, we maintain general and professional liability insurance, and we provide our employees' healthcare coverage, dental coverage, paid time off, paid volunteer days for community service, and we match employee retirement contributions up to a fixed amount of 3%. Again, we understand that many of our competitors do not incur these expenses. The largest of these amounts is workers' compensation, which begin at approximately 40% of payroll, and the health and retirement benefits, which are currently about 30% of payroll. This being said, with our track record of safety we have been able to lower our workers' compensation premiums to approximately half that amount. A company with a poor track record would experience the opposite; a potential doubling or tripling of their rates.

6. While many of our competitors do not bear all of these costs (and indeed local tree services who provide health coverage, dental coverage, and retirement match are rare), we have observed that their pricing is in a close range with ours when it behooves them. Accordingly, we expect that if they operate with a reasonable level of skill and business acumen, many should have higher profit margins than we do.

7. We see competitive pricing for tree removal and tree pruning in the Triangle area in the general range of \$110.00 to \$150.00 per man-hour for work time on site. This is not factoring in driving time, time loading/unloading trucks at beginning/end of day, and other non-billable down time. This includes all variable costs, such as wages and benefits, equipment, fuel, dumping fees, repairs, various insurances, gear, supplies, materials, and so on, as well as fixed costs such as advertising, credit card fees, software expenses, professional fees, rent, utilities, and so forth.

8. We consider pricing for out-of-town emergency work as competitive at roughly two to three times that normal \$110.00 to \$150.00 rate, for a rate at the very top end of between

\$330 and \$450 per man-hour. These higher rates should cover added expenses and overtime work on evenings and weekends and account for high levels of risk which can be particularly high during the aftermath of a hurricane or other such event.

9. Typically, the only exception to the rates occurs when we must rent a crane or some other specialty machine, in which case we pass this rental cost directly to the client.

10. In my experience with regular tree work, as well as emergency tree work, we always provide an estimate or quote to be approved by the homeowner, and the insurer in certain circumstances, before we do the work. We have never thus far asked a homeowner to sign a "blank check" agreement authorizing us to do work without at least having a price estimate in place.

11. The foregoing statements are true to the best of my information, knowledge, and belief.

10/29/24
Date

Basil Camu
Basil Camu, Affiant

Sworn to and subscribed before me
This the 29th day of October, 2024.
[Signature]
(Notary Public)
My Commission Expires: 8-8-29

