

FILED

STATE OF NORTH CAROLINA
COUNTY OF WAKE

IN THE GENERAL COURT OF JUSTICE
2016 JUL 20 SUPERIOR COURT DIVISION
File No. 14CVS5928

WAKE CO., C.S.C.

STATE OF NORTH CAROLINA, *ex rel.*
ROY COOPER, Attorney General,

BY 

Plaintiff,

v.

FUQUAY COMPUTERS PROTECH
COMPUTERS, LLC d/b/a RALEIGH GEEKS;
TIMOTHY J. STAIE, JR. as manager of
RALEIGH GEEKS and d/b/a CAVEMAN
COMPUTERS; MARK EDWARD WHITE as
manager and member of RALEIGH GEEKS;
GARRETT J. FOSTER as manager and
member of FOSTERS COMPUTERS, LLC
d/b/a FUQUAY COMPUTER CENTER and
PROTECH COMPUTERS; STEVEN A. LEO
as owner and president of S&L TECH
SYSTEMS,

Defendants.

CONSENT ORDER
ON CONTEMPT



THIS MATTER coming to be heard before the undersigned Judge presiding over the July 25, 2016, civil session of Wake County Superior Court pursuant to the Court's Order to Show Cause in the above-captioned cause; and Assistant Attorney General Matt Liles appearing on behalf of plaintiff State of North Carolina; and defendant Mark Edward White ("Defendant White") appearing through counsel J.D. Hensarling, *esq.*; and the State and Defendant White having represented to the Court that the terms and conditions of the Consent Order on the State's Motion for Contempt ("Consent Order") set forth below represent a negotiated compromise; and the Court finding and concluding, based upon its examination of the record in this cause, the representations of the State and Defendant White, and the State and Defendant White's assent hereto, as shown by their signatures below, that entry of this Consent Order is in the public

interest and represents an appropriate resolution to this litigation with respect to Defendant White; and the Court finding further that:

I. HISTORY OF THE CASE

1. The State, by and through its duly-elected Attorney General, brought this action on May 6, 2014, alleging, *inter alia*, that defendants, violated the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*, by misleading consumers about their computer repair business commonly known as "Raleigh Geeks." The State amended the complaint on June 5, 2014, adding Defendant White as a defendant.

2. This Court entered a Temporary Restraining Order (TRO) against defendants on May 9, 2014, which prohibited defendants from, *inter alia*, operating a computer repair business or concealing assets. On August 4, 2014, the Court entered a Preliminary Injunction against the Defendant White.

3. On September 5, 2014, an Entry of Default was entered by the Assistant Clerk of Court against defendants in this case after they failed to answer.

4. On May 4, 2015, the State moved this Court to enter a Default Judgment against defendants White and Staie in the form of permanent injunctive relief, consumer restitution, restoration of all consumer property, cancellation of all consumer contracts, and the assessment of civil penalties.

5. On June 8, 2015, this Court entered the Judgment by Default.

6. On May 19, 2016, the State moved this Court for an order to show cause as to why defendant White and Staie should not be held in civil contempt for continued violations of the Judgment by Default. On May 20, 2016, the Court issued its Order to Show Cause.

7. On June 10, 2016, Defendant White appeared through counsel for the first time in

this case. Since that time, this Court has twice continued Defendant White's show cause hearing while the parties engaged in discussions to resolve Defendant White's involvement in this matter.

8. On June 24, 2016, the State took Defendant White's deposition.

WWS 9. On July 18, 2016, the State and Defendant White notified the Court that they had reached the compromise resolution to this matter memorialized herein.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

After reviewing the facts in this case, the Court independently makes the foregoing findings of fact and conclusions of law.

10. This Court hereby concludes that it has both personal jurisdiction over Defendant White, as well as subject matter jurisdiction in this cause, and that resolving this cause with respect to Defendant White through the terms and conditions set forth below would be just and appropriate.

11. This Court has determined that this Consent Order is the result of voluntary negotiations between the parties.

12. The Court has concluded that the State's agreement to the terms herein is expressly predicated on, and in consideration for, the monetary and injunctive terms agreed to by Defendant White herein.

III. AGREED PERMANENT INJUNCTION

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant White and pursuant to N.C. Gen. Stat. § 75-14, that Defendant White is hereby permanently enjoined from the following activities:

13. Operating, owning, managing, or otherwise working in a commercial enterprise

engaged in the business of electronics repair or computer repair;

14. Operating, conducting business as, or in any way profiting from any entity related to Raleigh Geeks;

15. Conspiring, or acting in concert with, any other named defendant in this case;

16. In any way assisting the other named defendants, or their agents, in concealing, transferring, destroying, or removing any assets, consumer property, or other property that the State may be entitled to recover as a result of this action.

IV. MONETARY PAYMENT

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant White, that:

17. Defendant White shall pay the State a total of twenty thousand dollars (\$20,000.00). Payment shall be made by means of a check made payable to "The North Carolina Department of Justice" by installments in accordance with the following schedule:

- a. an initial installment of \$10,425.53 paid immediately upon entry of this Consent Order;
- b. a second installment of \$3,000.00 paid to the State no later than thirty (30) days after the entry of this Consent Order;
- c. a third installment \$3,000.00 paid to the State no later than sixty (60) days after the entry of this Consent Order; and
- d. a final installment of \$3,574.47 paid to the State no later than ninety (90) days after the entry of this Consent Order.

18. The above payments made by Defendant White shall be used by the State for consumer restitution, other consumer protection purposes, civil penalties, attorneys' fees, and

defraying other costs of investigation or litigation, or for other uses permitted by state law, in the discretion of the Attorney General.

19. Failure to tender an installment payment as provided in this section, by the dates proscribed, shall constitute a material violation of this Consent Order, allowing the State to proceed as outlined in Paragraph 27.

V. COMPLIANCE WITH CONSENT ORDER CONSTITUTES SATISFACTION OF AND COMPLIANCE WITH DEFAULT JUDGMENT

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant White, that:

20. Defendant White's compliance with this Consent Order constitutes full satisfaction of his obligations under the Judgment by Default.

21. So long as Defendant White is in compliance with this Consent Order, he is not in contempt of his obligations under the Judgment by Default. The State shall not pursue contempt against Defendant White further in this matter unless and until it has moved to dissolve this Consent Order pursuant to Paragraph 27.

22. So long as Defendant White remains in compliance with all provisions of this Consent Order, and subject to the State's ability to proceed as described in Paragraph 27 below, the Attorney General will not seek the payment of any additional monies from Defendant White related to this matter.

VI. CONTINUED COOPERATION AND ENFORCEMENT

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED, with the consent of the State and Defendant White, that:

23. Defendant White shall cooperate in good faith with the terms of this Consent Order and all other orders in this matter;

24. The State's agreement to this Consent Order is expressly predicated on Defendant White's truthful, accurate, and complete cooperation and assistance.

25. This Court retains jurisdiction in this cause in order to ensure Defendant White's compliance with the foregoing provisions and to entertain any appropriate motions for the enforcement or modification thereof;

26. The State retains the right to move to compel compliance with, or punish violations of, this Consent Order;

27. Upon discovering Defendant White materially misled the State (including the omission of a material fact) or that Defendant White has materially failed to comply with the terms of this Consent Order, the State may move this Court to dissolve this Consent Order and seek full enforcement of the Judgment by Default against Defendant White as allowed by law, including, but not limited to, the collection of any remaining monies owed under the Judgment by Default and the assessment of additional civil penalties for violating a court order pursuant to N.C. Gen. Stat. § 75-15.2.

28. Nothing in this Consent Order shall be construed to prohibit the State from investigating future complaints received against Defendant White and taking all appropriate action thereupon;

29. This Consent Order in no way precludes the State from bringing other claims for relief against Defendant White or any of the other named defendants;

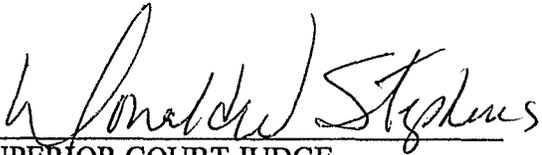
30. Defendant White shall cooperate in good faith with the State in responding to requests for information by the State, including any request by the State for administrative, operational, and financial information;

31. In the event he opens or operates another business in North Carolina, Defendant

White shall cooperate in good faith to resolve any outstanding and/or future customer complaints filed with the Attorney General's Consumer Protection Division;

32. The undersigned represent and warrant that they are authorized to enter into this Consent Order on behalf of the parties, and do so freely and without coercion.

This the 19 day July, 2016.



SUPERIOR COURT JUDGE

WE CONSENT:

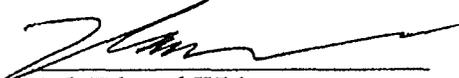
**FOR THE STATE OF NORTH CAROLINA,
ex rel. ATTORNEY GENERAL ROY COOPER**

By: 

Matt Liles
Assistant Attorney General

Date: 7/18/2016

FOR MARK EDWARD WHITE

By: 

Mark Edward White

Date: 7/18/16