

## *North Carolina*

### I. Is there a state statute that prohibits unfair trade practices against consumers?

Yes. North Carolina has enacted the Unfair and Deceptive Trade Practices Act (“UDTPA”), codified at Chapter 75 of the North Carolina General Statutes. N.C. Gen. Stat. § 75-1.1 (“§ 75-1.1”) prohibits unfair and deceptive trade acts or practices and unfair methods of competition, and provides a private right of action. The statute is designed to protect consumers and businesses.

#### A. Overview

- What practices are prohibited under the statute?

“Unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce, are declared unlawful.” N.C. Gen. Stat. § 75-1.1 (West 2005). “A practice is unfair when it offends established public policy as well as when the practice is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers.” *Huff v. Autos Unlimited, Inc.*, 124 N.C. App. 410, 413, 477 S.E.2d 86, 88 (1996) (quoting *Marshall v. Miller*, 302 N.C. 539, 548, 276 S.E.2d 397, 403 (1981)) (internal quotations omitted). A deceptive practice is a practice that “has the capacity or tendency to deceive; proof of actual deception is not required.” *Id.* (quoting *Marshall*, 302 N.C. at 548, 276 S.E.2d at 403) (internal quotations omitted).

“Whether a trade practice is unfair or deceptive usually depends upon the facts of each case and the impact the practice has in the marketplace.” *Marshall v. Miller*, 302 N.C. 539, 548, 276 S.E.2d 397, 403 (1981). In determining whether a particular act or practice is deceptive, “its effect on the average consumer is considered.” *Lincoln v. Bueche*, 166 N.C. App. 150, 158, 601 S.E.2d 237, 244 (2004). To prevail on his claim, a plaintiff must show “(1) an unfair or deceptive act or practice, or an unfair method of competition, (2) in or affecting commerce, (3) which proximately caused actual injury to the plaintiff or to his business.” *Spartan Leasing, Inc. v. Pollard*, 101 N.C. App. 450, 461, 400 S.E.2d 476, 482 (1991).

A mere breach of contract, without “substantial aggravating circumstances,” does not constitute an unfair or deceptive trade practice. *Horack v. S. Real Estate Co. of Charlotte, Inc.*, 150 N.C. App. 305, 311, 563 S.E.2d 47, 51 (2002). Failure to disclose the existence of a lien prior to a sale, even where the lien is invalid and unenforceable, is an unfair and deceptive act. *See Standing v. Midgett*, 850 F.Supp. 396, 403 (E.D.N.C. 1993). A statement of an intention to act where the declarant, in fact, has no such intention may constitute a violation of the Act. *See Mapp v. Toyota World, Inc.*, 81 N.C. App. 421, 424-25, 344 S.E.2d 297, 300 (1986). “Systematically overcharging” a customer is a violation of the Act. *Sampson-Bladen Oil Co., Inc. v. Walters*, 86 N.C. App. 173, 177, 356 S.E.2d 805, 808 (1987).

- What goods and services are covered?

“Every contract, combination in the form of trust or otherwise, or conspiracy in restraint of trade or commerce in the State of North Carolina is hereby declared to be illegal.” N.C. Gen. Stat. § 75-1. The term “‘commerce’ includes all business activities, however denominated, but it does not include professional services rendered by a member of a learned profession or advertisements done by a disinterested publisher, radio, or television media, with no knowledge of falsity.” N.C. Gen. Stat. § 75-1.1(b) and (c). Cases arising under Chapter 75 “ordinarily involve a vendor and a purchaser,” and the prohibited acts “are usually connected with a purchase and sale.” *Knutton v. Cofield*, 273 N.C. 355, 360, 160 S.E.2d 29, 33 (1968).

The rental of residential and commercial property is trade or commerce within the meaning of N.C. Gen. Stat. Ch. 75. *See Kent v. Humphries*, 50 N.C. App. 580, 589, 275 S.E.2d 176, 183 (1981). In *Marshall v. Miller*, the court held that "rental of spaces in a mobile home park" constituted a trade or service subject to the provisions of the Act. 47 N.C. App. 530, 541, 268 S.E.2d 97, 102 (1980), *modified and aff'd*, 302 N.C. 539, 276 S.E.2d 397 (1981). Transactions between a debtor, as borrower, and a credit union, as lender, constitute acts or practices in or affecting commerce. *See In re Kittrell*, 115 B.R. 873, 883 (M.D.N.C. 1990). An automobile salesman commits an unfair trade practice by misleading an automobile purchaser into believing that the auto had not been wrecked. *See Torrance v. AS & L Motors, Ltd.*, 119 N.C. App. 552, 555, 459 S.E.2d 67, 70 (1995).

Chapter 75 does not apply to the sale of securities, *see Skinner v. E.F. Hutton & Co., Inc.*, 314 N.C. 267, 274, 333 S.E.2d 236, 241 (1985), nor does it apply to the employer-employee relationship, *see Buie v. Daniel Int'l Corp.*, 56 N.C. App. 445, 448, 289 S.E.2d 118, 119-20 (1982).

## B. Defenses

- What is the statute of limitations to bring a claim?

Any civil action brought under Chapter 75 "shall be barred unless commenced within four years after the cause of action accrues." N.C. Gen. Stat. § 75-16.2. Whenever the Attorney General or the district attorneys of the State bring an action under Chapter 75, the running of limitations will be suspended for one year. *See id.* The determination of whether a cause of action is time-barred is a mixed question of law and fact. *See Rowell v. North Carolina Equip. Co.*, 146 N.C. App. 431, 434, 552 S.E. 2d 274, 276 (2001). The statute of limitations begins to run when the alleged statutory violation occurs. *See Hinson v. United Fin. Servs.*, 123 N.C. App. 469, 475, 473 S.E.2d 382, 386-87 (1996).

- Does the statute or state law recognize a “good faith” affirmative defense?

No. Good faith is no defense to an alleged violation of the North Carolina Unfair Trade Practices Act. *See La Notte, Inc. v. New Way Gourmet, Inc.*, 83 N.C. App. 480, 485, 350 S.E.2d 889, 892 (1986).

- Does the statute or state law recognize a “safe harbor” affirmative defense?

Neither the statute nor state law has recognized a “safe harbor” affirmative defense.

- Does the statute or state law recognize preemption as an affirmative defense?

Yes. Federal law has been applied to preempt state claims. *See In re Tate*, 253 B.R. 653, 670 (W.D.N.C. 2000). *See also Iconbazaar, L.L.C. v. Am. Online, Inc.*, 308 F.Supp. 2d 630, 637 (M.D.N.C. 2004) (holding that plaintiff’s unfair and deceptive trade practices claim was preempted by the federal copyright act under 17 U.S.C. § 301(A)); *Owens v. Pepsi Cola Bottling Co.*, 330 N.C. 666, 671-72, 412 S.E.2d 636, 639 (1992) (holding that North Carolina unfair practices laws are preempted by the Soft Drink Act (15 U.S.C. §§ 3501-03)). However, preemption is not always going to be found and it is analyzed on a case-by-case basis. *See, e.g., Baldine v. Furniture Comfort Corp.*, 956 F. Supp. 580, 587 (M.D.N.C. 1996) (plaintiff’s Chapter 75 claim not preempted by Copyright Act where misrepresentation was alleged in addition to infringement); *Croydon Co. v. Unique Furnishings, Ltd.*, 831 F. Supp. 480, 489 (E.D.N.C. 1993) (plaintiff’s Chapter 75 claims not preempted by federal patent law where patent holder sued government contractor for infringement and deceptive trade practices).

- Does the statute or state law recognize “reliance” as an affirmative defense?

Maybe. The N.C. Court of Appeals has given mixed signals on this issue. In one case, the court held that “where an unfair or deceptive trade practice claim is based upon an alleged misrepresentation by defendant, plaintiff must show actual reliance on the alleged misrepresentation in order to establish that alleged misrepresentation ‘proximately caused’ the injury of which plaintiff complains.” *Tucker v. Boulevard at Piper Glen LLC*, 150, 154 N.C. App. 150, 564 S.E.2d 248, 251 (2002). But in another case, reliance was not required. *See Cullen v. Valley Forge Life Ins. Co.*, 161 N.C. App. 570, 580, 589 S.E.2d 423, 431 (2003) (plaintiff entitled to judgment as a matter of law on his Chapter 75 claim based on defendant’s misrepresentation). The Fourth Circuit has observed in dicta that while reliance may be unnecessary to state a § 75-1.1 claim, “no cases have permitted recovery without reliance.” *Gilbane Bldg. Co. v. Fed. Reserve Bank of Richmond*, 80 F.3d 895, 903 (4th Cir. 1996) (indicating, also, that where reliance is shown, the reliance need not be “reasonable”). Thus, lack of reliance as a defense in a misrepresentation case should be pled and it may or may not work. The defense could be used to attack causation. Interestingly, for claims not based on misrepresentations, Plaintiff need not show that he was actually deceived: the act is deceptive if it has the capacity or tendency to deceive. *See Lee v. Payton*, 67 N.C. App. 480, 482, 313 S.E.2d 247, 249 (1984).

- Are arbitration agreements recognized as an affirmative defense? Can the enforcement of an arbitration agreement be waived?

“[T]here is no legislative bar to arbitrating claims which are based on tortious conduct or unfair and deceptive trade practices and claims for punitive damages as long as they arise out of or relate to a contract that provides for arbitration [for] its breach.” *Miller v. Two State Constr. Co.*, 118 N.C. App. 412, 416, 455 S.E.2d 678, 681 (1995). The enforcement of an arbitration agreement can be waived. *See, e.g., Blankenship v. Town and Country Ford, Inc.*, 155 N.C. App. 161, 166-67, 574 S.E.2d 132, 135 (2002) (trial court did not err in refusing to set aside default judgment on plaintiff’s Chapter 75 claim because defendant waived its right to arbitration by failing to assert the right to arbitrate); *Becker v. Graber Builders, Inc.*, 149 N.C. App. 787, 795, 561 S.E.2d 905, 911 (2002) (waiver found because defendant neither moved to stay action pending arbitration nor pled arbitration clause as defense).

- Is “sovereign immunity” a recognized defense?

The state "is not a 'person, firm, or corporation' within the meaning of G.S. 75-16" and is not subject to the provisions of the Act, "regardless of whether sovereign immunity may exist." *Sperry Corp. v. Patterson*, 73 N.C. App. 123, 125, 325 S.E.2d 642, 644-45 (1985). A town, as an agency of the state, cannot be sued under the statute prohibiting unfair trade practices. *See Stephenson v. Town of Garner*, 136 N.C. App. 444, 448, 524 S.E.2d 608, 612 (2000). In *Sperry Corp.*, 73 N.C.App. at 125, 325 S.E.2d at 644-45, the Court held that N.C. Gen. Stat. § 75-1.1 does not create a cause of action against state officers when they act as representatives of the State.

- Is a claimant required to exhaust administrative remedies before commencing an action? Does the statute or state law recognize the failure to exhaust administrative remedies as an affirmative defense?

The statute does not provide for administrative remedies and, therefore, neither the statute nor state law recognizes the failure to exhaust administrative remedies as an affirmative defense.

- Are res judicata and collateral estoppel recognized as affirmative defenses?

Yes. *See generally Moody v. Able Outdoor, Inc.*, 609 S.E.2d 259, 261 (N.C. App., 2005) (holding that final judgment on claim for breach of lease precluded new action based on same lease agreement).

### C. Damages and Remedies

- Does the statute allow for the recovery of actual damages?

Yes. In an action involving the sale of goods, the difference in the amount paid and the fair-market value is an appropriate measure of damages if the plaintiff retains the goods; if, however, plaintiff does not retain the goods, "he may recover the amount of his injury which was proximately caused by the unfair or deceptive act." *Morris v. Bailey*, 86 N.C. App. 378, 386, 358 S.E.2d 120, 125 (1987) (internal quotations omitted). Pursuant to N.C. Gen. Stat. § 75-16, a private plaintiff must prove actual damages that were the proximate result of conduct prohibited by § 75-1. *See Ellis v. Northern Star Co.*, 326 N.C. 219, 226, 388 S.E.2d 127, 131 (1990) (essential element is the proof of actual injury as proximate result of defendant's conduct).

- Does the statute provide for the recovery of statutory damages? In what amount? Under what circumstances?

Yes, in the form of exemplary "treble" damages. N.C. Gen. Stat. § 75-16 states that if damages are assessed in a civil action brought by a person or entity injured by reason of a violation of N.C. Gen. Stat. § 75-1.1 the judgment is to be rendered in favor of the plaintiff and against the defendant "for treble the amount fixed by the verdict." "Once violation of North Carolina's Unfair and Deceptive Trade Practices Act is shown automatic assessment of treble damages is mandated by this statute." *Standing v. Midgett*, 850 F.Supp. 396, 402 (E.D.N.C. 1993).

In the case of actions brought by the Attorney General, a person or corporation that knowingly violates N.C. Gen. Stat. § 75-1.1 may be taxed with a civil penalty of up to \$5,000 for each violation. For violations of N.C. Gen. Stat. §§ 75-17 and 75-18, a court may impose civil penalties of up to \$2,000 per person, per violation on all individuals and entities involved in a plan by a lender to require borrowers to use certain insurers only.

For violations of Article 2 of Chapter 75, Prohibited Acts by Debt Collectors, civil penalties may not exceed \$2,000, regardless of whether the action is brought by a private citizen or by the Attorney General. Violations of the Motor Fuel Marketing Act are punishable by civil penalties of \$1,000 per violation; one who unlawfully induces another to violate N.C. Gen. Stat. § 75-83 may be taxed with civil penalties in an amount equal to the sales made in violation of the statute.

Violations of Article 4 of Chapter 75, Telephone Solicitations, carry the following statutory penalties: \$500 for the first violation, \$1,000 for the second violation, and \$5,000 for the third and any subsequent violations that occur within two years of the first violation. If the action is brought by the Attorney General, any violations within two years of the first violation that are the result of a mistake are punishable by a civil penalty of \$100 per violation.

- Is injunctive and other equitable relief available under the statute?

Yes. *Cf. United Labs, Inc. v. Kuykendall*, 102 N.C. App. 484, 403 S.E.2d 104 (1991) (holding that trial court which ordered injunctive relief did not err in finding Chapter 75 violations). In addition, "the Attorney General may prosecute civil actions in the name of the State on relation of the Attorney General to obtain a mandatory

order, including (but not limited to) permanent or temporary injunctions and temporary restraining orders, to carry out the provisions of” Chapter 75. N.C. Gen. Stat. § 75-14.

- Does the statute allow for the recovery of prejudgment interest?

While Chapter 75 does not contain specific provisions allowing recovery of prejudgment interest, N.C. Gen. Stat. § 24-5 sets forth when a party may recover prejudgment interest. In a breach of contract action, “the amount awarded on the contract bears interest from the date of breach.” N.C. Gen. Stat. § 24-5(a). For non-contract actions, “any portion of a money judgment designated by the fact finder as compensatory damages bears interest from the date the action is commenced until the judgment is satisfied.” N.C. Gen. Stat. § 24-5(b). All other components of a money judgment in a non-contract action bear interest from the date the judgment is entered until the judgment is satisfied. *See id.*

- Are punitive damages recoverable? When? Is there a cap on punitive damages?

No. Punitive damages are not recoverable. If a party is awarded treble damages for a Chapter 75 violation and punitive damages for tortious conduct based upon that same conduct, the party may not recover both measures of damages. *See United Labs, Inc. v. Kuykendall*, 335 N.C. 183, 191, 437 S.E.2d 374, 379 (1993); *see also Mapp v. Toyota World, Inc.*, 81 N.C. App. 421, 426, 344 S.E.2d 297, 301 (1986). The party in such a case is allowed to elect between punitive damages and treble damages after the jury's verdict. *See Mapp*, 81 N.C.App. at 426, 344 S.E.2d at 301. A plaintiff may recover untrebled compensatory damages under Chapter 75 and punitive damages under a tortious interference with a contract claim. *See United Labs., Inc.*, 335 N.C. at 191-92, 437 S.E.2d at 379. Punitive damages are capped at three times the amount of compensatory damages or \$250,000, whichever is greater. N.C. Gen. Stat. § 1D-25(b). Any verdict for punitive damages returned in excess of this cap shall be reduced by the trial court to the maximum amount allowed. *Id.*

- Are attorney’s fees recoverable? When? Is the award of attorney’s fees mandatory or discretionary?

Reasonable attorney’s fees to a prevailing party are discretionary based on: (1) if the plaintiff is the prevailing party, a finding of a willful violation and unwarranted refusal to resolve suit by a the defendant or (2) if the defendant is the prevailing party, a finding that the party bringing suit “knew, or should have known, the action was frivolous and malicious.” N.C. Gen. Stat. § 75-16.1. Attorney's fees are awarded in the court’s discretion and are not mandatory, even if the findings set forth in the statute are present. *See Evans v. Full Circle Prods., Inc.*, 114 N.C. App. 777, 781, 443 S.E.2d 108, 110 (1994).

#### D. Enforcement

- Is there a private right of enforcement?

Yes. *See Marshall v. Miller*, 302 N.C. 539, 542-43, 276 S.E. 2d 397, 399-400 (1981).

- What is the standing or protectable interest requirement for a private cause of action?

“If any person shall be injured or the business of any person, firm, or corporation is broken up, destroyed, or injured by reason of any act or thing done by any other person, firm, or corporation in violation of the provisions of” N.C. Gen. Stat. § 75, “the injured party has a right of action on account of the injury done.” N.C. Gen. Stat. § 75-16. Chapter 75 allows suits by indirect purchasers (someone who purchases a product manufactured by the defendant from someone other than the defendant). *See Hyde v. Abbott Labs., Inc.*, 123 N.C. App. 572, 576, 473 S.E.2d 680, 683 (1996). Also, while the State cannot be sued under the statute, since “[t]he statute is aimed at unfair and deceptive practice by those engaged in business for profit,” there is no reason why the State, as a consumer, cannot take advantage of Chapter 75 if it is the victim of an unfair or deceptive trade practice. *F. Ray Moore Oil Co. v. State*, 80 N.C. App. 139, 142-43, 341 S.E.2d 371, 374 (1986).

- Is there a threshold loss or damage requirement for a claim?

Chapter 75 does not specify a threshold loss or damage requirement for a claim. However, since the statute provides relief to a person “injured” or a business “broken up, destroyed or injured” by a practice in violation of Chapter 75 a plaintiff would need to show at least nominal damages. *Cf.* N.C. Gen. Stat. § 75-16.

- Does the statute provide for government enforcement? If so, what is the enforcement agency?

N.C. Gen. Stat. § 75-9 gives the Attorney General of the State of North Carolina the power and duty to investigate the affairs of all corporations or persons doing business in North Carolina in violation of the law. N.C. Gen. Stat. § 75-9.

- Does the State Attorney General have a role in enforcement?

Yes. “It shall be the duty of the Attorney General, upon his ascertaining that the laws have been violated by any trust or public service corporation, so as to render it liable to prosecution in a civil action, to prosecute such action in the name of the State, or any officer or department thereof, as provided by law, or in the name of the State on relation of the Attorney General, and to prosecute all officers or agents or employees of such corporations, whenever in his opinion the interests of the public require it.” N.C. Gen. Stat. § 75-15.

“[P]ublic enforcement through the Attorney General is similar to Section 5 of the Federal Trade Commission Act, the purpose of which is to vindicate public interest rather than to redress individual grievances.” *State ex rel. Edmisten v. Challenge, Inc.*, 54 N.C. App. 513, 284 S.E.2d 333, 339 (1981). Under the federal act, it is not necessary to show actual injury has resulted, but merely that the act or practice complained of adversely affects the public interest. *See id.* Similarly, there is no

suggestion in the North Carolina statutory scheme that the Attorney General would be required to prove actual injury. *See id.*

- Does the statute provide for an administrative process of adjudication and administrative hearings? Describe.

The statute does not provide for an administrative process of adjudication and administrative hearings.

- What are the appellate rights from an administrative finding, determination or award?

Since the statute does not address the administrative process, the statute does not address the appellate rights from an administrative finding, determination, or award.

- Is there a statutory means to enforce administrative orders and consents?

There is not a statutory means to enforce administrative orders and consents.

#### E. Practice and Procedure

- Are there any unique choice of law issues presented under the statute?

There is a split of authority in the North Carolina courts as to which conflict of law rule should be applied to unfair or deceptive trade practices. *See Stetser v. Tap Pharm. Prods., Inc.*, 165 N.C. App. 1, 15, 598 S.E.2d 570, 580 (2004). One rule is that “the law of the state having the most significant relationship to the occurrence giving rise to the action’ should be applied to the claim.” *Id.* (quoting *Andrew Jackson Sales v. Bi-Lo Stores*, 68 N.C. App. 222, 225, 314 S.E.2d 797, 799 (1984)). This is the test generally applied to UCC claims. *See id.* Another panel of the North Carolina Court of Appeals disagreed with this rule and found that “the law of the state where the injuries are sustained should govern’ claims under N.C. Gen. Stat. § 75-1.1.” *Id.* (quoting *United Virginia Bank v. Air-Lift Assocs.*, 79 N.C. App. 315, 321, 339 S.E.2d 90, 93 (1986)). This split by the North Carolina Court of Appeals has not been resolved by the North Carolina Supreme Court. *See id.*

- What is the territorial or jurisdictional reach of the statute?

N.C. Gen. Stat. §1-75.4 provides North Carolina's grounds for personal jurisdiction. Chapter 75 contains no special jurisdictional statutes. Since the statute has no geographic limitations, courts have found that “this statute [is] available to the full extent permissible under conflicts of law principles and the Constitution.” *Am. Rockwool, Inc. v. Owens-Corning Fiberglas Corp.*, 640 F.Supp. 1411, 1427 (E.D.N.C. 1986). For there to be jurisdiction based on a local injury by a foreign act, plaintiff must show that either: (1) defendant performed solicitation or service activities in the State, (2) some product or thing manufactured or service provided by Defendant was used or consumed in North Carolina in the ordinary course of business; or (3) defendant sent unsolicited bulk commercial electronic mail in violation of policies set

by the electronic mail service provider. N.C. Gen. Stat. §1-75.4(1). In *The 'In' Porters v. Hanes Printables, Inc.*, 663 F.Supp. 494, 501 (M.D.N.C. 1987), the court found that the only limit on the statute's reach is that the injury must occur within North Carolina. The federal district court for the Eastern District of North Carolina ruled that extraterritorial conduct causing injury within North Carolina was within the jurisdictional scope of § 75-1.1 but that application of the treble damages provision in § 75-16 did not comport with due process notice requirements. See *American Rockwool, Inc.*, 640 F. Supp. at 1427-28, 1436-37.

- Does the statute provide for a bench or jury trial?

In cases under Chapter 75, "it is ordinarily for the jury to determine the facts, and based on the jury's findings, the court must then determine as a matter of law whether the defendant engaged in unfair or deceptive acts or practices in the conduct of trade or commerce." *La Notte, Inc. v. New Way Gourmet, Inc.*, 83 N.C. App. 480, 485, 350 S.E.2d 889, 892. The statute does not specify whether parties have a right to a jury trial. The North Carolina state constitution provides for a right to have issues of fact tried before a jury in civil actions. N.C. Const. art. IV, § 13(1); see also *Darnell v. Ruppelin*, 91 N.C. App. 349, 353, 371 S.E.2d 743, 746 (1988). The right to a jury trial is subject to waiver in any civil case. N.C. Const. art. IV, § 14.

- Are there any limitations on the rights to the parties to appeal?

There must be a preservation of the error in lower court. See *Morris v. Bailey*, 86 N.C. App. 378, 382, 358 S.E.2d 120, 123 (1987) (holding that automobile dealership could not object on appeal to issues submitted to jury concerning unfair or deceptive trade practices, where dealership did not object to issues before jury retired). Otherwise, there are no unique limitations on the right of the parties to appeal in actions under Chapter 75. A party may immediately appeal a determination of the trial court that: (1) involves a substantial right; (2) determines the action; (3) grants or refuses a new trial; or (4) adversely determines personal jurisdiction. See N.C. Gen. Stat. § 1-277 (2005).

#### F. Miscellaneous

- Are there any other state statutes that concern specific goods or services that should be consulted?

Yes. N.C. Gen. Stat. §§ 66-73-75 concerns unfair practices in the diamond industry. Chapter 75C is the Motion Picture Fair Competition Act. N.C. Gen. Stat. §§ 58-63-1 through 70 governs unfair trade practices in the insurance industry. Chapter 75 itself contains specific provisions regarding prohibited acts by debt collectors (N.C. Gen. Stat. § 75-50 through 79); motor fuel marketing (N.C. Gen. Stat. §§ 75-80 through 99); and telephone solicitations (N.C. Gen. Stat. 75-100 through 75-105). In addition, the North Carolina Administrative Code contains some specialized provisions regarding unfair and deceptive practices. See 11 N.C. Admin. Code 8.0907 (manufactured housing), 11 N.C. Admin. Code 12.0561(c)-(d) (business of insurance),

19A N.C. Admin. Code 3D.0234(16) (regarding motor vehicles), 21 N.C. Admin. Code 21.1101(g)(2) (professional conduct of geologists), 21 N.C. Admin. Code 56.0701 (professional engineers and land surveyors), and 21 N.C. Admin. Code 69.0401 (soil scientists).

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