

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
No. 5:17-CV-152-D

PROGRESS SOLAR SOLUTIONS, LLC,)
)
Plaintiff,)
)
v.)
)
FIRE PROTECTION, INC. dba FPI)
ENVIRONMENTAL; JOHN DOE, AS)
ADMINISTRATOR FOR THE ESTATE)
OF NORMAN STEPHEN VAN)
VALKENBURGH, and JEFFREY VAN)
VALKENBURGH, AS TRUSTEE FOR)
THE NORMAN STEPHEN VAN)
VALKENBURGH IRREVOCABLE)
LIVING TRUST; MIKEL BILLS; and)
MICHAEL D. LONG.)
)
Defendants)

DEFAULT JUDGMENT

This cause is before the Court for entry of default judgment against Defendant Fire Protection, Inc. dba FPI Environmental (“FPI”), pursuant to Fed. R. Civ. P. 37 and 55. [D.E. 174]. On August 11, 2021, the Court granted Plaintiff’s motions: (1) for sanctions against FPI, (2) to strike FPI’s answer, and (3) for entry of default against FPI for FPI’s repeated failures to comply with this Court’s orders. [D.E. 185.] FPI’s answer having been stricken, and default against FPI having been entered, the Court now enters Judgment against FPI on liability as to all Plaintiff’s claims for relief against it asserted in Plaintiff’s Second Amended Complaint [D.E. 89].

It is, therefore, ORDERED, ADJUDGED and DECREED that:


1. Plaintiff Progress Solar Solutions, LLC. (“Progress Solar”) shall have and recover compensatory damages against FPI in an amount to be determined on further proceedings by the Court.

2. The compensatory damages awarded against FPI and in favor of Plaintiff shall be trebled, pursuant to N.C. Gen. Stat. § 75-16 and 15 U.S.C. § 1117.
3. FPI shall disgorge to Plaintiff all profits FPI derived through its breaches of contract, unauthorized use of Plaintiff's trade secrets and proprietary information, or FPI's other unlawful or unfair competition described in the Second Amended Complaint, including FPI's palming off of Plaintiff's property as if it belonged to FPI; the amount of these profits to be determined on further proceedings by this Court.
4. FPI has violated 15 U.S.C. § 1125(a) by unfairly competing against Plaintiff by using false, deceptive or misleading statements of fact that misrepresent the nature, quality and characteristics of FPI's and SMS's solar light towers.
5. FPI and anyone acting in concert with it, or on its behalf, is permanently enjoined from disclosing to anyone any proprietary information or "know how", and trade secrets, belonging to Progress Solar.
6. FPI is permanently enjoined from competing against Plaintiff for an uninterrupted period of two years from the date of entry of this Judgment.
7. FPI is enjoined from unfairly competing against Plaintiff, including without limitation, that FPI shall not assert or imply to anyone that any current association exists between FPI and Plaintiff, and FPI shall not interfere with or be involved with Plaintiff's business in any way.
8. FPI, its agents, affiliates, or anyone working for, in concert with or on behalf of FPI are permanently enjoined from (a) engaging in false or misleading advertising with respect to Solar Mod Systems, Inc.' ("SMS's") or Progress Solar's solar light

towers, (b) violating Section 43(a) of the Lanham Act, and (c) violating the North Carolina Unfair and Deceptive Trade Practices Act.

9. FPI shall pay to Plaintiff an amount necessary for Progress Solar to conduct corrective advertising to remedy the effects of FPI's false advertising; this amount to be determined on further proceedings by the Court.
10. Plaintiff's reasonable attorney's fees incurred in prosecuting this action, in an amount to be determined on further proceedings by the Court, shall be taxed against FPI, as part of the costs of this action pursuant to N.C. Gen. Stat. § 75-16.1, or if appropriate, as part of Plaintiff's damages, pursuant to 15 U.S.C. § 1117; and
11. All other recoverable costs of this action shall be taxed against FPI, in an amount to be determined on further proceedings by the Court.

SO ORDERED. This the 16 day of August, 2021.



JAMES C. DEVER III
United States District Judge