

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL
DISTRICT

STATE OF NORTH DAKOTA EX REL.
WAYNE STENEHJEM,
ATTORNEY GENERAL,

Plaintiff,

-vs-

DAVE HANSEN, doing business as
HANSEN ELEVATOR SERVICE,

Defendant.

Civil No. 09-2021-CV-02807

**FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND
ORDER FOR JUDGMENT**

[¶1] This matter came before the Court on the State's Motion for Summary Judgment filed on September 29, 2021. Index ## 6 – 16. Defendant Dave Hansen doing business as Hansen Elevator Service was served with the State's Motion for Summary Judgment by mail on September 29, 2021. Index # 16. More than 33 days have passed since Defendant was served with the State's Motion for Summary Judgment, and Defendant is now in default and has failed to dispute the facts and allegations set forth therein.

[¶2] WHEREFORE, the Court, having reviewed the State's Motion for Summary Judgment together with all supporting documents filed therewith and all other documents filed in this matter, and the Court being duly advised on the premises of this action, makes the following findings of fact and conclusions of law:

I. FINDINGS OF FACT

[¶3] On August 23, 2021, the State initiated this action by service of the Summons and Complaint on Defendant. Index # 3.

[¶4] Under N.D.R.Civ.P. 12(a)(1)(A), “a defendant must serve an answer within 21 days after being served with the summons and complaint.” N.D.R.Civ.P. 12(a)(1)(A). Under N.D.R.Civ.P. 8(b)(6), an allegation is admitted if it is not denied where a responsive pleading is required. N.D.R.Civ.P. 8(b)(6).

[¶5] Defendant has failed to answer the Complaint or otherwise appear in this action.

[¶6] Therefore, Defendant Hansen admits the entirety of the State’s Complaint, including the following specific facts that the Court now finds:

A. Defendant’s contract with Prairie Vista Condos, East.

On or about January 13, 2021, Defendant contracted with Prairie Vista Condos, East (“Prairie Vista East”) to service an existing Waupaca Elevator.

Specifically, Defendant contracted to replace elevator parts for Prairie Vista East, including such parts as a new controller, piston, cables, and pump unit.

The total contract price between Defendant and Prairie Vista East was \$27,993.97.

Pursuant to its contract with Defendant, Prairie Vista East paid to Defendant \$18,700.00 by check dated January 13, 2021. Prairie Vista East noted on the memo line of the check that the payment was for “elevator repairs.” This payment was for parts to complete the project.

On or about January 13, 2021, Defendant issued an invoice to Prairie Vista East that evidenced receipt of the \$18,700.00 payment from Prairie Vista East. Defendant noted that the payment was a “down payment for parts & tax for [remodel] on existing elevator.”

Defendant cashed the check for \$18,700.00 on January 13, 2021.

Pursuant to its contract with Defendant, Prairie Vista East paid to Defendant \$2,950.00 by check dated January 21, 2021. This payment was for the costs to ship the parts for the project.

On or about January 21, 2021, Defendant issued an invoice to Prairie Vista East that evidenced receipt of the \$2,950.00 payment from Prairie Vista East. Defendant noted that the payment was for “shipping and additional part.” He further noted that the amount “will come off final balance due.”

Defendant cashed the check for \$2,950.00 on January 21, 2021.

Pursuant to its contract with Defendant, Prairie Vista East paid to Defendant \$3,332.50 by check dated May 6, 2021. This payment was for the cost of an auto gate opener for the project.

On or about May 6, 2021, Defendant issued an invoice to Prairie Vista East that evidenced receipt of the \$3,332.50 payment from Prairie Vista East. Defendant noted that the invoice was “for auto gate opener and new Vinyl gate.”

Defendant cashed the check for \$3,332.50 on May 6, 2021.

In total, Prairie Vista East paid \$24,982.50 to Defendant.

Thereafter, despite receiving \$24,982.50, Defendant failed to deliver parts and failed to service the elevator in accordance with his contract with Prairie Vista East.

Instead of delivering parts and servicing the elevator, Defendant delayed performance for months while making one excuse after another. For example, he falsely claimed that his mother had passed away when she had not.

Defendant also failed to deliver a refund to Prairie Vista East after offering to provide a refund if requested.

Instead of providing a refund, delivering parts, and servicing Prairie Vista East’s elevator, Defendant pocketed the money paid to him.

B. Defendant’s contract with Prairie Vista Condos, West.

On or about February 9, 2021, Defendant contracted with Prairie Vista Condos, West (“Prairie Vista West”) to service an existing Waupaca Elevator.

Specifically, Defendant contracted to replace elevator parts for Prairie Vista West, including such parts as a new controller, piston, cables, and pump unit.

In the course of contracting with Prairie Vista West, Defendant represented that his business was a Minnesota limited liability company. Defendant also represented that he had general liability insurance.

Contrary to his representations, “Hansen Elevator Service” lost its status as a limited liability company in or around February 2020 and he did not hold general liability insurance.

The total contract price between Defendant and Prairie Vista West was \$29,830.92.

Pursuant to its contract with Defendant, Prairie Vista West paid to Defendant \$18,717.60 by check dated February 9, 2021. Prairie Vista West noted on the memo line of the check that the payment was for “parts pmt for elevator repairs.” This payment was for parts to complete the project.

Defendant cashed the check for \$18,717.60 on February 9, 2021.

Thereafter, despite receiving \$18,717.60, Defendant failed to deliver parts and failed to service the elevator in accordance with his contract with Prairie Vista West.

Instead of delivering parts and servicing the elevator, Defendant delayed performance for months while making one excuse after another. For example, Defendant claimed that an accident took place in a Minneapolis freight warehouse which damaged the parts he had ordered for the project.

Defendant also failed to deliver a refund to Prairie Vista West after a refund was demanded by certified letter dated July 2, 2021.

Instead of providing a refund, delivering parts, and servicing Prairie Vista West’s elevator, Defendant pocketed the money paid to him.

C. Defendant’s contract with Berthold Farmers Elevator.

On or about March 15, 2021, Defendant contracted with Berthold Farmers Elevator (“Berthold”) to service a mainlift at Berthold’s elevator in Carpio, North Dakota.

Defendant solicited and accepted an advance payment of \$29,887.88 from Berthold that was paid by check and ACH.

On or about March 15, 2021 and March 29, 2021, Defendant issued invoices to Berthold evidencing the project and its associated costs.

Thereafter, despite receiving \$29,887.88 from Berthold, Defendant failed to deliver parts and failed to service the manlift in accordance with his contract with Berthold.

Instead of delivering parts and servicing the elevator, Defendant delayed performance for months while making one excuse after another. For example, when Berthold requested that Defendant provide proof that he had actually ordered the parts for the project and paid to have them shipped (in the form of identifying the parts manufacturer and shipping company), Defendant failed to provide the information despite representing that he would do so.

Instead of providing a refund, delivering parts, and servicing Berthold's manlift, Defendant pocketed the money paid to him.

D. Defendant's contract with Sheraton II Condominium.

On or about June 21, 2021, Defendant contracted with Sheraton II Condominiums ("Sheraton") to service their elevator after Defendant inspected the existing elevator.

On or about June 21, 2021, Defendant issued an invoice to Sheraton wherein Defendant's description of the work represented that he would "replace everything" except the elevator car and rails.

On or about June 21, 2021, Defendant solicited and accepted an advance payment from Sheraton in the amount of \$12,800.00 that corresponded to one-half of the total cost for parts. Defendant represented that the parts would be ordered from Waupaca Elevator Company in Wisconsin.

Defendant's June 21, 2021 invoice evidenced that he received \$12,800.00 from Sheraton on June 21, 2021.

On or about June 24, 2021, Defendant solicited and accepted an advance payment of \$15,740.94 from Sheraton for the remainder of the cost to obtain the parts for the project.

In total, Sheraton paid \$28,540.94 in advance to Defendant.

Thereafter, despite receiving \$28,540.94 from Sheraton, Defendant failed to deliver parts and failed to service the elevator in accordance with his contract with Sheraton.

Instead of delivering parts and servicing the elevator, Defendant delayed performance while making one excuse after another. For example, he claimed that he had fallen from a ladder and was receiving medical care.

On or about July 21, 2021, Sheraton then learned that Waupaca Elevator Company (“Waupaca Elevator”) had stopped doing business with Defendant four to six months prior. Sheraton also learned that Waupaca Elevator had received no orders from Defendant since March of 2021.

Instead of providing a refund, delivering parts, and servicing Sheraton’s elevator, Defendant pocketed the money paid to him.

Compl., Index # 2, ¶¶ 12 – 27.

II. CONCLUSIONS OF LAW

[¶7] The State of North Dakota brought this action on the relation of Wayne Stenehjem, Attorney General of the State of North Dakota, in the public interest pursuant to N.D.C.C. ch. 51-15. The State of North Dakota ex rel. Wayne Stenehjem, Attorney General, has authority to act in this matter pursuant to N.D.C.C. ch. 51-15.

[¶8] The Court has subject matter jurisdiction pursuant to N.D.C.C. § 51-15-07.

[¶9] The Court has personal jurisdiction over Defendant.

[¶10] Under N.D.C.C. §§ 51-15-07, 51-15-10, and 51-15-11 this Court has jurisdiction to enter appropriate orders.

[¶11] The venue of this action in Cass County is proper under N.D.C.C. § 28-04-05 and § 28-04-03 because all or part of the cause of action arose in Cass County.

[¶12] The standard for summary judgment is well-established:

“Summary judgment is appropriate when ‘there is no dispute as to either the material facts or the inferences to be drawn from the undisputed facts, or whenever only a question of law is involved.’” Rooks v. Robb, 2015 ND 274, ¶ 10, 871 N.W.2d 468 (quoting First Nat'l Bank v. Clark, 332 N.W.2d 264, 267 (N.D. 1983)). Under Rule 56, N.D.R.Civ.P., the movant bears the burden of showing no genuine issue of material fact exists. Rooks, at ¶ 10. The party resisting the motion for summary judgment is given all favorable inferences which may reasonably be drawn from the evidence. Id. A party resisting summary judgment cannot only rely on the pleadings, but must present competent admissible evidence raising an issue of material fact. Swenson v. Raumin, 1998 ND 150, ¶ 9, 583 N.W.2d 102. A non-moving party cannot rely on speculation. Beckler v. Bismarck Pub. Sch. Dist., 2006 ND 58, ¶ 7, 711 N.W.2d 172.

City of Glen Ullin v. Schirado, 2021 ND 72, ¶ 10.

[¶13] When a reasonable person can draw but one conclusion from the evidence, a question of fact becomes a matter of law for the court to decide. Stockman Bank of Montana v. AGSCO, Inc., 2007 ND 26, ¶ 9, 728 N.W.2d 142, 147; also, Grinnell Mut. Reinsurance Co. v. Ctr. Mut. Ins. Co., 2003 ND 50, ¶ 9, 658 N.W.2d 363, 369. “Although actions involving state of mind, such as fraud, are not usually suited for disposition by summary judgment, if a ... [party] fails to support his opposition to a summary judgment motion with sufficient facts to show that there is a genuine issue for trial, then, even in these cases, summary judgment is appropriate.” Dahl v. Messmer, 2006 ND 166, ¶ 8, 719 N.W.2d 341, 344 (quoting Kary v. Prudential Ins. Co. of Am., 541 N.W.2d 703, 706 (N.D. 1996)).

[¶14] Consumer fraud must be proved by a preponderance of the evidence. State ex rel. Spaeth v. Eddy Furniture Co., 386 N.W.2d 901, 902-03 (N.D. 1986). In civil actions, “preponderance of the evidence” is the “greater weight of evidence, or evidence which is more credible and convincing to the mind. That which best accords with reason and probability.” Black’s Law Dictionary 1182 (6th ed. 1990); also, Rooks v. N. Dakota Workers' Comp. Bureau, 506 N.W.2d 78, 80 (N.D. 1993).

[¶15] Under N.D.R.Ct. 3.2(c), because Defendant failed to submit a response to the State’s motion for summary judgment, the Court may deem his failure an admission that the State’s motion is meritorious. N.D.R.Ct. 3.2(c).

[¶16] There is no material issue of fact preventing an entry of summary judgment as a matter of law because the material facts of the Complaint are undisputed, and Defendant failed to present competent admissible evidence to raise a genuine issue of material fact. Schirado, 2021 ND at ¶ 10.

[¶17] Defendant is or was engaged in the advertisement, solicitation, and sale of “merchandise,” as that term is defined in N.D.C.C. § 51-15-01, in the State of North Dakota, including services as a “contractor” within the meaning of N.D.C.C. § 43-07-01(1).

[¶18] **Defendant violated N.D.C.C. § 51-15-02.** N.D.C.C. § 51-15-02 provides:

51-15-02. Unlawful practices – Fraud – Misrepresentation. The act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is declared to be an unlawful practice.

N.D.C.C. § 51-15-02.

[¶19] “It is well established that the Unlawful Sales Practices Act is remedial in nature and must be liberally construed to effectuate its purpose.” Staal v. Scherping Enterprises, Inc., 466 F. Supp. 3d 1030, 1034 (D.N.D. 2020) (citing State ex rel. Spaeth v. Eddy Furniture Co., 386 N.W.2d 901, 903 (N.D. 1986)).

[¶20] By failing to answer the Complaint and oppose the State’s motion for summary judgment: Defendant Hansen admits that he violated N.D.C.C. § 51-15-02 by: (1) intending consumers to rely on his representations that he would order parts in exchange for large advance payments, but then failed to order and deliver parts and using consumer advance payment for personal expenses; (2) intending consumers to rely on his representations that he would service their elevators in exchange for large advance payments, but then failed to service consumer elevators; (3) intending consumers to rely on his representations that Hanson Elevator Service is a limited liability company where Hanson Elevator Service is not a limited liability company; and (4) intending consumers to rely on his representations that he or Hanson Elevator Services held general liability insurance where neither Defendant nor Hanson Elevator Service hold general liability insurance. Supra, ¶ 6. Specifically, Defendant admits that he contracted with Prairie Vista Condos, East; Prairie Vista Condos, West; Berthold Farmers Elevator; and Sheraton II Condominiums, solicited large advance payments, and then failed to perform the contracted work or issue refunds. Id.

[¶21] Under N.D.C.C. § 51-15-07, the Attorney General may seek and obtain “an injunction prohibiting [a] person from continuing [an] unlawful practice or

engaging in the [an] unlawful practice or doing any act in furtherance of the unlawful practice,” and the Court “may make an order or judgment as may be necessary to prevent the use or employment by a person of any unlawful practices ...” N.D.C.C. § 51-15-07. Pursuant to N.D.C.C. § 51-15-07, injunctive relief is necessary and appropriate in this case to prohibit Defendant from engaging in continued or future violations of N.D.C.C. § 51-15-02, and injunctive relief is justifiable under the circumstances of this case.

[¶22] Under N.D.C.C. § 51-15-07, the Court “may make an order or judgment ... to restore to any person in interest any money, or property that may have been acquired by means of any practice” unlawful under N.D.C.C. ch. 51-15. N.D.C.C. § 51-15-07. Defendant is liable to pay such restitution necessary to restore any loss suffered by persons because of his deceptive acts or practices, pursuant to N.D.C.C. § 51-15-07.

[¶23] Under N.D.C.C. § 51-15-10, the Court “shall award to the attorney general reasonable attorney’s fees, investigation fees, costs, and expenses of any investigation and action brought” under N.D.C.C. ch. 51-15. N.D.C.C. § 51-15-10. Defendant is liable to pay the Attorney General for the fees and costs incurred in investigating and prosecuting this matter, pursuant to N.D.C.C. § 51-15-10.

[¶24] Under N.D.C.C. § 51-15-11, the Court “may assess for the benefit of the state a civil penalty of not more than five thousand dollars for each violation” of N.D.C.C. ch. 51-15. Civil penalties are appropriate in this case based on Defendant’s conduct. N.D.C.C. § 51-15-11.

ORDER FOR JUDGMENT

[¶25] THEREFORE, IT IS HEREBY ORDERED pursuant to N.D.C.C. § 51-15-02 *et seq.*:

A. Defendant is adjudged in violation of the consumer fraud law and N.D.C.C. § 51-15-02 for engaging in the deceptive acts and practices by soliciting large advance payments from consumers and using those funds for personal expenses, falsely representing his status as a limited liability company, and falsely representing that he holds liability insurance.

B. Defendant is adjudged in violation of the consumer fraud law, N.D.C.C. § 51-15-02, for engaging in deceptive acts or practices, fraud, false pretenses, false promises, or misrepresentations, with the intent that others rely thereon in connection with the sale or advertisement of merchandise in the State of North Dakota.

C. Defendant, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, pursuant to N.D.C.C. § 51-15-07, is permanently enjoined and restrained from directly or indirectly making false statements, false promises, or misrepresentations and the act, use and employment of any deceptive acts or practices in connection with the advertisement or sale of merchandise, as defined by N.D.C.C. § 51-15-01(3), within the State of North Dakota.

D. Defendant, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, pursuant to N.D.C.C. § 51-15-07, is permanently enjoined and restrained from engaging in deceptive acts or practices

and from directly or indirectly making false statements, false promises, or misrepresentations in connection with the advertisement or sale of contracting and home improvements, repairs, or services, or any other merchandise, as defined by N.D.C.C. § 51-15-01(3).

E. Defendant, his agents, employees, representatives, assigns and all other persons in active concert or participation with him, pursuant to N.D.C.C. § 51-15-07, is enjoined and restrained from the advertising or sale of contracting and home improvements, repairs, or services, including elevator servicing and repair, in accordance with Paragraph 25(F), *infra*.

F. That, pursuant to N.D.C.C. § 51-15-07, Defendant, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, is permanently enjoined and restrained from engaging in sales of contracting and home improvements, repairs, or services, including elevator servicing and repair. Notwithstanding the permanent injunction, Defendant may engage in future contracting services if Defendant applies to the Attorney General and the Court to lift the permanent injunction and the Court finds Defendant has fully complied with the following terms and conditions and otherwise is rehabilitated:

1. Five or more years have expired since the entry of judgment herein;
2. Defendant has paid in full restitution to all consumers that have paid Defendant advance payments for services not performed or merchandise not delivered in the State of North Dakota, including Prairie Vista Condos, East; Prairie Vista Condos, West; Berthold Farmers Elevator; and Sheraton II Condominium;

3. Defendant has paid all amounts owed to the State pursuant to entry of judgment herein;

If the Court thereafter finds, pursuant to an agreement between the Attorney General and Defendant, or after a hearing, that Defendant is sufficiently rehabilitated pursuant to the terms and conditions herein, Defendant, upon order of the Court, may engage in contracting provided he has complied with all requirements appropriate and necessary for the work to be undertaken by him.

“Pay in full” or “paid in full” mean that all amounts must be paid, and does not include any settlement, forgiveness, compromise, reduction, or discharge of any of the debts or refund obligations.

G. That Plaintiff, pursuant to N.D.C.C. § 51-15-07, shall have judgment against Defendant in the amount of \$24,982.50 as restitution for Prairie Vista Condos, East.

H. That Plaintiff, pursuant to N.D.C.C. § 51-15-07, shall have judgment against Defendant in the amount of \$18,717.60 as restitution for Prairie Vista Condos, West.

I. That Plaintiff, pursuant to N.D.C.C. § 51-15-07, shall have judgment against Defendant in the amount of \$29,887.88 as restitution for Berthold Farmers Elevators.

J. That Plaintiff, pursuant to N.D.C.C. § 51-15-07, shall have judgment against Defendant in the amount of \$28,540.94 as restitution for Sheraton II Condominium.

K. That Plaintiff shall have Judgment against Defendant in the amount of \$5,000.00 for civil penalties, pursuant to N.D.C.C. § 51-15-11.

L. That Plaintiff shall have Judgment against Defendant in the amount of \$1,332.00 for costs, expenses, and attorney's fees pursuant to N.D.C.C. § 51-15-10, incurred by the Attorney General in the investigation and prosecution of this action.

M. That Defendant, pursuant to N.D.C.C. § 51-15-07, shall pay restitution to all North Dakota consumers, which have suffered any ascertainable loss, and to restore to any person in interest any moneys or property, real or personal, which has been acquired by Defendant by means of any practice declared to be unlawful under N.D.C.C. § 51-15-02.

N. The Judgment entered shall be a Judgment for which execution may issue.

O. Interest shall accrue on this Judgment in accordance with the interest rate on judgment as provided by N.D.C.C. § 28-20-34.

BY THE COURT:
Signed: 11/13/2021 6:49:32 AM



District Court Judge

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF CASS

EAST CENTRAL JUDICIAL
DISTRICT

STATE OF NORTH DAKOTA EX REL.
WAYNE STENEHJEM,
ATTORNEY GENERAL,

Civil No. 09-2021-CV-02807

Plaintiff,

JUDGMENT

-vs-

DAVE HANSEN, doing business as
HANSEN ELEVATOR SERVICE,

Defendant.

[¶1] This action came on before the Honorable Reid Brady, Judge of the Cass County District Court, East Central Judicial District, on a Motion for Summary Judgment, filed by Plaintiff, the State of North Dakota, on the relation of Wayne Stenehjem, Attorney General, and served upon Defendant by mail on September 29, 2021. Defendant failed to respond in opposition to the State's Motion for Summary Judgment.

[¶2] The Court, having reviewed its file and records herein, including the Motion for Summary Judgment with supporting documents, and being fully advised in the premises, having made and entered its Findings of Fact, Conclusions of Law and Order for Summary Judgment; IT IS NOW ORDERED, ADJUDGED AND DECREED:

A. Defendant is adjudged in violation of the consumer fraud law and N.D.C.C. § 51-15-02 for engaging in the deceptive acts and practices by soliciting

large advance payments from consumers and using those funds for personal expenses, falsely representing his status as a limited liability company, and falsely representing that he holds liability insurance.

B. Defendant is adjudged in violation of the consumer fraud law, N.D.C.C. § 51-15-02, for engaging in deceptive acts or practices, fraud, false pretenses, false promises, or misrepresentations, with the intent that others rely thereon in connection with the sale or advertisement of merchandise in the State of North Dakota.

C. Defendant, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, pursuant to N.D.C.C. § 51-15-07, is permanently enjoined and restrained from directly or indirectly making false statements, false promises, or misrepresentations and the act, use and employment of any deceptive acts or practices in connection with the advertisement or sale of merchandise, as defined by N.D.C.C. § 51-15-01(3), within the State of North Dakota.

D. Defendant, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, pursuant to N.D.C.C. § 51-15-07, is permanently enjoined and restrained from engaging in deceptive acts or practices and from directly or indirectly making false statements, false promises, or misrepresentations in connection with the advertisement or sale of contracting and home improvements, repairs, or services, or any other merchandise, as defined by N.D.C.C. § 51-15-01(3).

E. Defendant, his agents, employees, representatives, assigns and all other persons in active concert or participation with him, pursuant to N.D.C.C. § 51-15-07, is enjoined and restrained from the advertising or sale of contracting and home improvements, repairs, or services, including elevator servicing and repair, in accordance with Paragraph 2(F), *infra*.

F. That, pursuant to N.D.C.C. § 51-15-07, Defendant, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, is permanently enjoined and restrained from engaging in sales of contracting and home improvements, repairs, or services, including elevator servicing and repair. Notwithstanding the permanent injunction, Defendant may engage in future contracting services if Defendant applies to the Attorney General and the Court to lift the permanent injunction and the Court finds Defendant has fully complied with the following terms and conditions and otherwise is rehabilitated:

1. Five or more years have expired since the entry of judgment herein;
2. Defendant has paid in full restitution to all consumers that have paid Defendant advance payments for services not performed or merchandise not delivered in the State of North Dakota, including Prairie Vista Condos, East; Prairie Vista Condos, West; Berthold Farmers Elevator; and Sheraton II Condominium;
3. Defendant has paid all amounts owed to the State pursuant to entry of judgment herein;

If the Court thereafter finds, pursuant to an agreement between the Attorney General and Defendant, or after a hearing, that Defendant is sufficiently rehabilitated

pursuant to the terms and conditions herein, Defendant, upon order of the Court, may engage in contracting provided he has complied with all requirements appropriate and necessary for the work to be undertaken by him.

“Pay in full” or “paid in full” mean that all amounts must be paid, and does not include any settlement, forgiveness, compromise, reduction, or discharge of any of the debts or refund obligations.

G. That Plaintiff, pursuant to N.D.C.C. § 51-15-07, shall have judgment against Defendant in the amount of \$24,982.50 as restitution for Prairie Vista Condos, East.

H. That Plaintiff, pursuant to N.D.C.C. § 51-15-07, shall have judgment against Defendant in the amount of \$18,717.60 as restitution for Prairie Vista Condos, West.

I. That Plaintiff, pursuant to N.D.C.C. § 51-15-07, shall have judgment against Defendant in the amount of \$29,887.88 as restitution for Berthold Farmers Elevators.

J. That Plaintiff, pursuant to N.D.C.C. § 51-15-07, shall have judgment against Defendant in the amount of \$28,540.94 as restitution for Sheraton II Condominium.

K. That Plaintiff shall have Judgment against Defendant in the amount of \$5,000.00 for civil penalties, pursuant to N.D.C.C. § 51-15-11.

L. That Plaintiff shall have Judgment against Defendant in the amount of \$1,332.00 for costs, expenses, and attorney's fees pursuant to N.D.C.C. § 51-15-10, incurred by the Attorney General in the investigation and prosecution of this action.

M. That Defendant, pursuant to N.D.C.C. § 51-15-07, shall pay restitution to all North Dakota consumers, which have suffered any ascertainable loss, and to restore to any person in interest any moneys or property, real or personal, which has been acquired by Defendant by means of any practice declared to be unlawful under N.D.C.C. § 51-15-02.

N. The Judgment entered shall be a Judgment for which execution may issue.

O. Interest shall accrue on this Judgment in accordance with the interest rate on judgment as provided by N.D.C.C. § 28-20-34.

Megan Huffman
CLERK OF DISTRICT COURT

Signed: 11/16/2021 9:52:39 AM

 Deputy