

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL  
DISTRICT

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

Plaintiff,

-vs-

STEPHEN WEBSTER HILL,  
RENOVATION SOLUTIONS, INC., and  
COLINA DESIGN CONCEPTS, INC.,

Defendants.

Civil No. 08-2021-CV-01903

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
ORDER FOR JUDGMENT ON  
CONSUMER FRAUD CLAIMS**

[¶1] This matter came before the Court on the State's Motion for Summary Judgment filed on January 19, 2022. Index ## 44 – 53. Defendants were served with the State's Motion for Summary Judgment by mail on January 19, 2022. Index # 53. More than 33 days have passed since Defendants were served with the State's Motion for Summary Judgment, and Defendants are now in default and have 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 NOT IN GENUINE ISSUE

[¶3] The State initiated this action by service of the Summons and Complaint on Defendants. Index ## 30 – 31, 34.

[¶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] Defendants have failed to answer the Complaint. While Defendant Hill has made a nominal appearance in this matter (Index # 38), the corporate defendants, which must be represented by an attorney, have not appeared in the action.

[¶6] Therefore, Defendants admit the entirety of the State’s Complaint, including the following specific facts that are undisputed and therefore not in genuine issue:

Between September 28, 2009 and October 9, 2009, the Consumer Protection and Antitrust Division of the Attorney General’s Office received four complaints against Defendants Hill and Renovation Solutions.

The complainants alleged that they paid advance payments to Defendants Hill and Renovation Solutions for contracting jobs but that the jobs were not performed.

On May 27, 2010, the State commenced a consumer fraud enforcement action against Defendants Hill and Renovation Solutions. State v. Renovation Solutions, Inc., No. 08-10-C-01308 (Dist. Ct. S. Central Jud. Dist., N.D.).

On February 23, 2011, an amended judgment was entered against Defendants Hill and Renovation Solutions enjoining them from: “operating, participating, or engaging in any home improvement

business ... for the greater of twenty-one months or until Defendants have paid in full all consumer restitution.” Am. J. ¶ 6, No. 08-10-C-01308 (Feb. 23, 2011). Defendants Hill and Renovation Solutions were also enjoined from soliciting and accepting advance payments or consumer deposits exceeding \$500.00 “for two (2) years ... or until Defendants have paid all consumer restitution owed, whichever is longer.” Id. at ¶ 7.

Defendants Hill and Renovation Solutions have never paid consumer restitution, see Renovation Solutions, Inc., No. 08-10-C-01308 (Dist. Ct. S. Central Jud. Dist., N.D.); therefore, they remain enjoined from engaging in the business or acting in the capacity of a contractor in North Dakota.

#### **Defendants’ contracts with Mike Seifert.**

Between approximately December of 2017 and July of 2018, Defendants Hill and Renovation Solutions contracted with Mike Seifert, 826 Munich Drive, Bismarck, ND 58503, to perform remodel work at his home and business. Affidavit of Mike Seifert (“Aff. Seifert”), ¶ 5.

In or around December of 2017, Defendants contracted with Mr. Seifert to construct a warehouse cooler and remodel the office located at 425 S. 22nd Street, Bismarck, ND 58504 for a total contract price of approximately \$34,227.91. Id. at ¶ 6.

Defendants started the remodel in or around December of 2017 and February of 2018. Id. at ¶ 7.

Between December of 2017 and February of 2018, Defendants solicited and accepted payments from Mr. Seifert, including amounts of \$12,600 and \$9,558. Id. at ¶ 9.

In total, Defendants solicited and accepted payments totaling \$34,227.91 from Mr. Seifert. Id. at ¶ 10.

In or around February of 2018, Defendants contracted with Mr. Seifert to remodel the master bedroom and master bathroom in his home for a total price of \$52,381.83. Id. at ¶ 11.

Defendants started the job in or around May of 2018 and completed it in or around July of 2018. Id. at ¶ 12.

Between March of 2018 and July of 2018, Defendants solicited and accepted payments from Mr. Seifert, including amounts of \$12,197.50 and \$13,469.57. Id. at ¶ 13.

In total, Defendants solicited and accepted payments totaling \$50,381.83 from Mr. Seifert. Id. at ¶ 14.

Neither Hill nor Renovation Solutions were licensed when they engaged in the conduct described in Paragraphs 25 – 34 [of the Complaint]. Affidavit of Lori Feldman (“Aff. Feldman”), ¶¶ 4, 5, 7.

#### **Defendants’ contracts with Donald Schmid.**

On or about September 27, 2019, North Dakota consumer Donald Schmid, 930 N. 8th Street, Bismarck, ND 58501, hired Hill and Renovation Solutions to remodel his bathroom. Hill gave Mr. Schmid an initial estimate of \$11,000 – \$12,000 to complete the job. Affidavit of Donald L. Schmid (“Aff. Schmid”), ¶ 5.

On or about October 27, 2019, Hill provided Mr. Schmid with an estimate to perform the bathroom remodel for a total of \$16,521.73. Id. at ¶ 5.

On or about October 31, 2019, Hill solicited and accepted an advance payment of \$8,971.73 for the job. Mr. Schmid made the check payable to Renovation Solutions. Id. at ¶ 6.

On or about December 2, 2019, Hill solicited and accepted a progress payment of \$4,000 from Mr. Schmid. Mr. Schmid made the check payable to Renovation Solutions. Id. at ¶ 8.

Hill and Renovation Solutions, while acting in the capacity of a contractor, completed the bathroom remodel in or around May of 2020. Id. at ¶ 12.

In total, Defendants solicited and accepted \$19,472.82 from Mr. Schmid for the bathroom remodel. Id.

In or around July of 2020, Hill and Renovation Solutions contracted with Mr. Schmid to repair a fence and install two custom gates for a total contract price of \$3,570.40. Id. at ¶ 13.

On or about July 16, 2020, Hill solicited and accepted a deposit of \$2,000 from Mr. Schmid. Id. at ¶ 14. Mr. Schmid made the check payable to Renovation Solutions. Id.

Neither Hill nor Renovation Solutions were licensed when they engaged in the conduct described in Paragraphs 35 – 43 [of the Complaint]. Aff. Feldman, ¶¶ 4, 5, 7.

**Defendants’ contract with Corvette Bohl.**

In or around March of 2020, Corvette Bohl, 5205 Jasper Drive, Bismarck, ND 58503, contracted with Defendants Hill and Renovation Solutions to remodel her basement for a total contract price of \$42,475.36. Affidavit of Christopher N. Schroeder (“Aff. Schroeder”), ¶ 14.

The basement remodel job included the construction of two bedrooms, a bathroom, and a family room. Id.

On or about March 14, 2020, Defendant Hill solicited and accepted an advance payment of \$18,000 from Mrs. Bohl. Id.

Between October of 2020 and December of 2020, Mrs. Bohl received invoices from Defendant Colina Design Concepts. Id. Mrs. Bohl paid Defendants’ invoices in amounts including one payment of \$12,000. Id.

On or about October 2, 2020, Mrs. Bohl paid Defendants \$5,031.42 for changes to Mrs. Bohl’s cabinets. Id.

On or about October 9, 2020, Mrs. Bohl paid Defendants \$4,035.00 for changes to Mrs. Bohl’s fireplace and HVAC. Id.

In total, Mrs. Bohl paid Defendants approximately \$43,551.42. Id.

As of December 14, 2020, the remodel project was ongoing, and it was estimated to be completed in January of 2021. Id. at ¶ 15.

Hill, Renovation Solutions, and Colina were unlicensed when they engaged in the conduct described in Paragraphs 44 – 52 [of the Complaint]. Aff. Feldman, ¶¶ 4, 5, 7.

**Defendants’ contract with Dr. Nicole Cross Hillman.**

In or around January of 2020, Defendants Hill and Renovation Solutions contracted with Dr. Nicole Cross Hillman, 717 Williams Street, Bismarck, ND 58504, to remodel a bathroom in her home for approximately \$10,000. Aff. Schroeder at ¶ 18.

On or about January 22, 2020, Defendants solicited and accepted an advance payment of \$5,000 from Dr. Hillman. Id.

In or around May and July of 2020, Defendants solicited additional payments from Dr. Hillman. In total, Dr. Hillman paid Defendants approximately \$9,666.84. Id.

Defendants started the bathroom remodel in the summer of 2020 and completed in or around August of 2020. Id.

Hill, Renovation Solutions, and Colina were unlicensed when they engaged in the conduct described in Paragraphs 53 – 57 [of the Complaint]. Aff. Feldman, ¶¶ 4, 5, 7.

#### **Defendants' contract with Scott Just.**

In or around January of 2020, Defendants Hill and Renovation Solutions contracted with Scott Just, 4330 Kodiak Place, Bismarck, ND 58503, to remodel the bathroom in his home. Aff. Schroeder at ¶ 21.

On or about February 14, 2020, Defendants provided to Mr. Just an estimate of \$5,925.00 to complete the bathroom remodel. Id.

On or about February 16, 2020, Defendants solicited and accepted an advance payment of \$3,000 from Mr. Just. Id.

On or about March 20, 2020, Defendants solicited and accepted a payment of \$3,277.90 from Mr. Just. Id.

In total, Mr. Just paid \$6,277.90 to Defendants. Id.

Defendants completed Mr. Just's bathroom remodel on or about March 20, 2020. Id.

Neither Hill nor Renovation Solutions were licensed when they engaged in the conduct described in Paragraphs 58 – 64 [of the Complaint]. Aff. Feldman, ¶¶ 4, 5, 7.

#### **Additional consumers**

In addition to the consumers described above, Defendants engaged in the business of or acted in the capacity of a contractor in North Dakota for additional consumers, including Rosemary Hill.

Rosemary Hill is Defendant Hill's mother for whom he apparently performed contracting work while doing business as Colina Design Concepts.

Defendants performed work on his mother's home and, before it was sold, Defendant Hill filed a lien against it for approximately \$80,000 where the actual value of the work performed by Defendants was substantially less than \$80,000.

Defendants then [...] obtained a payment of \$80,000 when the lien was paid at the time the sale was closed.

Despite receiving a substantial payment in excess of their actual contracting work, Defendants then failed to pay at least one subcontractor who performed work on the Rosemary Hill project.

**Defendants' defrauded subcontractors in connection with contracting jobs.**

In addition to the contracts described above, Defendants failed to pay subcontractors who performed work on jobs Defendants contracted to perform for North Dakota consumers.

On or about April 7, 2020, Dustin Zaun, owner of A-1 Heating & Air, LLC, sued Defendant Hill claiming that he had not been paid \$10,000 after performing work, including installation of a boiler and water heater, on one of Hill's projects. Claim Aff., A-Heating & Air ND v. Stephen Hill, No. 08-2020-SC-00112, (Dist. Ct. S. Central Jud. Dist., N.D.).

Similarly, on or about June 3, 2021, Rock Ridge Plumbing and Heating ("Rock Ridge") sued Defendant Hill for \$11,204.89 after it performed work on an expensive remodel and was not paid for its work. Claim Aff., Rock Ridge Plumbing and Heating v. Stephen Hill, No. 08-2021-SC-00121 (Dist Ct. S. Central Jud. Dist., N.D.). According to Rock Ridge, Hill directed it to bill the consumer directly only to learn from the consumer that the consumer had already paid Hill for the work. Id. Judgment was entered in favor of Rock Ridge for \$11,204.89. J., No. 08-2021-SC-00121.

Compl., Index # 2, ¶¶ 15-19, 25-72.

## **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 Defendants.

[¶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 Burleigh 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 Burleigh 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 (6<sup>th</sup> 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 Defendants failed to submit a response to the State’s Motion for Summary Judgment, the Court may deem their 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 Defendants failed to present competent admissible evidence to raise a genuine issue of material fact. Schirado, 2021 ND at ¶ 10.

[¶17] Defendants are of were 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] **Defendants violated N.D.C.C. § 43-07-02(1).** N.D.C.C. § 43-07-02(1) prohibits “engaging in the business or acting in the capacity of a contractor ... when the cost, value, or price per job exceeds the sum of four thousand dollars.” The Supreme Court recognizes that the purpose of the contractor licensing statute “is to protect consumers from fraudulent practices and to protect the public from unqualified or uninsured contractors,” and to “protect the public by ensuring a contractor has liability insurance and has secured workforce safety and insurance coverage.” Snider v. Dickinson Elks Bldg., LLC, 2018 ND 55, ¶ 13, 907 N.W.2d 397, 401.

[¶19] By failing to answer the Complaint and oppose the State’s Motion for Summary Judgment, Defendants admit they violated N.D.C.C. § 43-07-02(1) by contracting with North Dakota consumers above the statutory amount of four thousand dollars while unlicensed, including consumers Mike Seifert, Donald Schmid, Corvette Bohl, Dr. Nicole Cross Hillman, and Rosemary Hill. Supra, ¶ 6; also, Index # 4 at ¶¶ 29, 33; Index # 9 at ¶¶ 4-5, 7 Index # 10 at ¶¶ 37-38, 40; Index # 28 at ¶¶ 14, 18; Subpoena Hr’g of Dustin Spruill Tr., September 15, 2021, Index # 48, 19:4 – 20:2, 21:17 – 21:21, 22:8-10; 23:9-11, 25:26-28.

[¶20] **Defendants 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.

[¶21] “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)).

[¶22] By failing to answer the Complaint and oppose the State’s motion for summary judgment, Defendants admit that they violated N.D.C.C. § 51-15-02 by making false and misleading representations to customers, including implied or express false representations regarding Defendants’ ability to engage in the business or act in the capacity of a contractor in violation of N.D.C.C. § 51-15-02. Supra, ¶ 6. Specifically, Defendants admit that they contracted with Mike Seifert, Donald Schmid, Corvette Bohl, Dr. Nicole Cross Hillman, Scott Just, and Rosemary Hill when they were both unlicensed and enjoined from engaging in contracting work in North Dakota. Id.

[¶23] 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 Defendants 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.

[¶24] 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. Defendants are liable to pay such restitution necessary to restore any loss suffered by persons because of their deceptive acts or practices, pursuant to N.D.C.C. § 51-15-07.

[¶25] 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. Defendants are 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.

[¶26] 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 Defendants’ conduct. N.D.C.C. § 51-15-11.

### **ORDER FOR JUDGMENT**

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

A. Defendants are adjudged in violation of the contractor law, N.D.C.C. § 43-07-02(1), for engaging in the business or acting in the capacity of a contractor in

North Dakota without first having a license when the cost, value, or price per job exceeded the sum of four thousand dollars.

B. Defendants are 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 by impliedly or expressly making false representations regarding their ability to engage in the business or act in the capacity of a contractor.

C. Defendants, their agents, employees, representatives, assigns, and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are 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. Defendants, their agents, employees, representatives, assigns, and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are 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. Defendants, their agents, employees, representatives, assigns and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are enjoined and restrained from the advertising or sale of contracting and home improvements, repairs, or services in North Dakota.

F. The State shall have Judgment against Defendants in the amount of \$8,000.00 for civil penalties, pursuant to N.D.C.C. § 51-15-11.

G. The State shall have Judgment against Defendants in the amount of \$4,483.00 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.

H. Defendants, 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 Defendants by means of any practice declared to be unlawful under N.D.C.C. § 51-15-02.

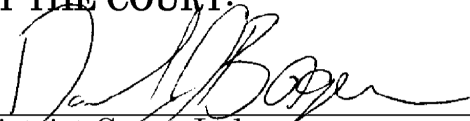
I. Pursuant to N.D.C.C. §§ 51-15-07, Defendant Colina Design Concepts, Inc. is ordered involuntarily dissolved.

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

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

Signed: 3/3/2022 9:33:00 AM

**BY THE COURT:**

  
\_\_\_\_\_  
District Court Judge

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL  
DISTRICT

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

Plaintiff,

-vs-

STEPHEN WEBSTER HILL,  
RENOVATION SOLUTIONS, INC., and  
COLINA DESIGN CONCEPTS, INC.,

Defendants.

Civil No. 08-2021-CV-01903

**JUDGMENT ON CONSUMER  
FRUAD CLAIMS**

¶1 This action came on before the Honorable Daniel J. Borgen, Judge of the Burleigh County District Court, South 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 Defendants by mail on January 19, 2022. Defendants 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. Defendants are adjudged in violation of the contractor law, N.D.C.C. § 43-07-02(1), for engaging in the business or acting in the capacity of a contractor in

North Dakota without first having a license when the cost, value, or price per job exceeded the sum of four thousand dollars.

B. Defendants are 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 by impliedly or expressly making false representations regarding their ability to engage in the business or act in the capacity of a contractor.

C. Defendants, their agents, employees, representatives, assigns, and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are 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. Defendants, their agents, employees, representatives, assigns, and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are 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. Defendants, their agents, employees, representatives, assigns and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are enjoined and restrained from the advertising or sale of contracting and home improvements, repairs, or services in North Dakota.

F. The State shall have Judgment against Defendants in the amount of \$8,000.00 for civil penalties, pursuant to N.D.C.C. § 51-15-11.

G. The State shall have Judgment against Defendants in the amount of \$4,483.00 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.

H. Defendants, 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 Defendants by means of any practice declared to be unlawful under N.D.C.C. § 51-15-02.

I. Pursuant to N.D.C.C. §§ 51-15-07, Defendant Colina Design Concepts, Inc. is ordered involuntarily dissolved.

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

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

Signed: 3/3/2022 11:24:40 AM  
CLERK OF DISTRICT COURT

*Jackie Keller*

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08-2021-CV-01903