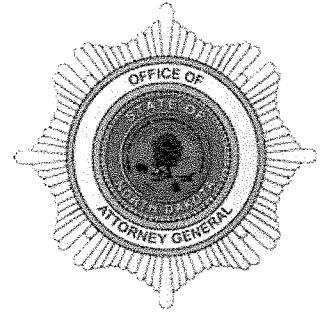




OFFICE OF ATTORNEY GENERAL  
 CONSUMER PROTECTION AND ANTITRUST DIVISION  
 GATEWAY PROFESSIONAL CENTER  
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STATE OF NORTH DAKOTA  
 OFFICE OF ATTORNEY GENERAL

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

Petitioner,

-vs-

CHRISTAPHER THOMAS,

Respondent.

**CEASE AND DESIST ORDER,  
 NOTICE OF CIVIL PENALTY  
 AND NOTICE OF RIGHT  
 TO REQUEST A HEARING**

CPAT 190223.002

**To the individuals identified below ("Respondent" or "Thomas"):**

CHRISTAPHER THOMAS  
 2031 S. CANDLEWOOD DRIVE  
 NAMPA, ID 83686  
 (701) 226-1796  
 savedthomas89@gmail.com

**BACKGROUND**

[¶1] The Attorney General of North Dakota has a reasonable basis to believe Respondent has engaged in, or is engaging in, acts or practices declared unlawful by N.D.C.C. ch. 43-07, commonly referred to as the "Contractors Law" and N.D.C.C. ch. 51-15, commonly referred to as the "Consumer Fraud Law." It is necessary and appropriate in the public interest and for the protection of consumers to restrain Respondent's unlawful acts or practices.

[¶2] Respondent, individually and by and through his agents, is doing business under some or all of the names identified above, and has engaged in violations of North Dakota law by: 1) in violation of N.D.C.C. § 51-15-02, contracting to perform work as a contractor, within the meaning of N.D.C.C. § 43-07-01(1), and then failing to perform the contracted work; and 2) abandoning a consumer project, diverting consumer funds, and failing to issue a refund after the presumption of abandonment has arisen.

[¶3] Respondent's last known addresses is 2031 S. Candlewood Drive, Nampa, ID 83686. Respondent operates or operated as a sole proprietor in North Dakota.

[¶4] Respondent is or was in the business of soliciting and selling merchandise, including in the capacity of a contractor within the meaning of N.D.C.C. § 43-07-01(1). Respondent, or Respondent's agents on Respondent's behalf, solicited North Dakota customers.

[¶5] Under N.D.C.C. § 43-07-14(3), an act in violation of N.D.C.C. § 43-07-14 constitutes a violation of N.D.C.C. ch. 51-15, and subjects a person to all provisions, procedures, remedies, and penalties provided for in N.D.C.C. ch. 51-15.

[¶6] On December 13, 2019, the Attorney General received a Consumer Complaint from a consumer who had contracted with Thomas. According to the consumer, she contracted with Christopher Thomas on December 8, 2019 to perform several tasks, including painting a room, install a storm door, and assemble an office. The consumer decided to contact Thomas after seeing an advertisement in the Bismarck Area Classifieds group on Facebook. The consumer paid Thomas an advance payment of \$1,050.00, the total amount of Respondent's bid on the job (including \$50.00 that Thomas claimed he needed for gas), and Thomas promised to complete the

project by December 13, 2019. Though Thomas spent approximately two-and-a-half hours preparing the first room to be painted, after receiving payment, he failed to ever return to the job despite promising to do so on multiple occasions.

[¶7] Thomas has never done the work and never issued a refund to the consumer.

[¶8] Under N.D.C.C. § 43-07-14(1)(a), the presumption of abandonment arises where a contractor, having received a deposit of money, fails substantially to commence any work within ninety days of the contract date if no starting date is agreed upon in writing. The presumption of abandonment also arises if a contractor fails to complete work within one hundred and eighty days of the contract date. Because Thomas failed substantially to commence the consumer's project within ninety days of the contract date, and failed to complete the contract within one hundred and eighty days, it appears to the Attorney General that Thomas abandoned the consumer project.

[¶9] A contractor violates N.D.C.C. § 43-07-14(1)(b), and improperly diverts consumer funds or property, when he receives funds or property from a person for completion of a project and then uses those funds or property for another contract obligation or purpose to defraud or deceive creditors or the owner. It appears to the Attorney General that Thomas, having received \$1,050.00 in full from the consumer, diverted the consumer's advance payment for a purpose other than completion of the consumer's project.

[¶10] A contractor violates N.D.C.C. § 43-07-14(1)(f) when he fails to fully refund a consumer's advance payment where the presumption of abandonment has arisen and the consumer requested a refund. It appears to the Attorney General that Thomas,

having presumptively abandoned the consumer project where the consumer requested a refund, failed to fully refund the consumer her advance payment of \$1,050.00. Thomas has refunded nothing to the consumer.

[¶11] Under N.D.C.C. § 43-07-14(3), violations of N.D.C.C. §§ 43-07-02 and 43-07-14 constitute violations of N.D.C.C. ch. 51-15. Therefore, it appears to the Attorney General that Thomas is or was engaged in violations of N.D.C.C. ch. 51-15.

[¶12] Appearing to the Attorney General that Thomas is or was engaged in violations of N.D.C.C. chs. 43-07 and 51-15, the Attorney General offered to resolve Thomas's violations of law, pursuant to N.D.C.C. § 51-15-06, by Assurance of Voluntary Compliance. The Assurance of Voluntary Compliance proffered to Thomas by the Attorney General required Thomas to agree that he owes a full refund to the consumer and that he would obtain a license before engaging in the business or acting in the capacity of a contractor if required.

[¶13] The Attorney General offered Thomas the opportunity to resolve his violations of law by Assurance of Voluntary Compliance repeatedly, including on February 10, 2020, February 21, 2020, and February 25, 2020. Respondent has failed to accept the terms of the Assurance of Voluntary Compliance though he represented that intended to do so.

[¶14] After Thomas failed to resolve violations of law by Assurance of Voluntary Compliance, on March 19, 2020, pursuant to N.D.C.C. §§ 51-15-4 and 51-15-05, the Attorney General issued a Civil Investigative Demand to Thomas that required him to submit written responses and documentation to the Attorney General on or before April 3, 2020. Thomas has failed to do so.

¶15] It appears to the Attorney General that Respondent, or Respondent's agents on Respondent's behalf, is or was engaged in violations of N.D.C.C. chs. 43-07 and 51-15 by: 1) contracting to perform work as a contractor, within the meaning of N.D.C.C. § 43-07-01(1), and then failing to perform the contracted work; and 2) abandoning a consumer project, diverting consumer funds, and failing to issue a refund after the presumption of abandonment has arisen.

¶16] It appears to the Attorney General that issuance of this Cease and Desist Order is necessary and appropriate in the public interest.

### ORDER

¶17] Based upon the foregoing information, it appears to the Attorney General that Respondent has engaged in, or is engaged in, violations of N.D.C.C. chs. 43-07 and 51-15; **NOW, THEREFORE, IT IS ORDERED** pursuant to N.D.C.C. § 51-15-07 that Respondent immediately **CEASE AND DESIST** from: 1) soliciting or selling services and/or merchandise, as defined by N.D.C.C. § 51-15-01(3), to North Dakota consumers, including while engaged in the business of, or acting in the capacity of a contractor within the meaning of N.C.C.C. § 43-07-01(1); 2) engaging in the business or acting in the capacity of a contractor within North Dakota when the cost, value, or price per job exceeds the sum of four thousand dollars without first having a license provided in accordance with N.D.C.C. ch. 43-07; and 3) soliciting consumers using untrue, deceptive, or misleading representations or engaging in deceptive acts or practices, fraud, false pretenses, false promises or misrepresentations with the intent that consumers rely thereon, in violation of N.D.C.C. § 51-15-02. Respondent also shall immediately **CEASE AND DESIST** from issuing any invoices or bills to North Dakota

consumers for any services or merchandise and **CEASE AND DESIST** from taking any payments from North Dakota consumers including, but not limited to, direct debits or withdrawals from North Dakota consumers' bank accounts, cash, checks, or credit card payments for the sale of merchandise as defined in N.D.C.C. § 51-15-01(3).

[¶18] **YOU ARE NOTIFIED** that pursuant to N.D.C.C. § 12.1-09-03 a person is guilty of a criminal offense if he or she intentionally "alters, destroys, mutilates, conceals, or removes a record, document, or thing with intent to impair its verity or availability" in an official proceeding. As such, intentional destruction of any documents related to this matter may result in criminal prosecution.

#### **NOTICE OF CIVIL PENALTIES**

[¶19] **YOU ARE FURTHER NOTIFIED** that pursuant to N.D.C.C. § 51-15-07 any violation of this Cease and Desist Order is subject to civil penalties not to exceed \$1,000.00 per violation. Any violation of this Order that also is a violation of N.D.C.C. ch. 51-15 may result in additional civil penalties of not more than \$5,000.00 per violation. Such penalties are separate and in addition to any civil penalties, costs, expenses, investigation fees, and attorney fees pursuant to N.D.C.C. ch. 51-15 or any other applicable statute. Nothing in this Order is intended to limit or waive any rights and remedies available to the State of North Dakota or consumers.

#### **NOTICE OF RIGHT TO REQUEST A HEARING**

[¶20] **YOU ARE NOTIFIED** that pursuant to N.D.C.C. § 51-15-07 you may request a hearing before the Attorney General if such a request is made in writing

WITHIN TEN (10) DAYS AFTER RECEIPT OF THIS ORDER. Respondent has the right to be represented by legal counsel at the hearing at Respondent's expense.

Dated this 5th day of June, 2020.

**STATE OF NORTH DAKOTA**  
Wayne Stenehjem  
Attorney General

BY: /s/ Parrell D. Grossman  
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