

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. 09-2020-CV-01822

Plaintiff,

-vs-

NATHANIAL WARREN, doing business as  
WOODCHUCK FURNITURE  
RESTORATION,

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

Defendant.

CPAT 200017.003

[¶1] This matter came before the Court on Plaintiff's Motion for Summary Judgment dated August 21, 2020 and filed on August 21, 2020. Defendant Nathaniel Warren was served with the Motion for Summary Judgment by mail on August 21, 2020. More than 33 days have passed since the Defendant was served with the motion, and Defendant is now in default and has failed to dispute the facts and allegations set forth in Plaintiff's Motion for Summary Judgment.

[¶2] WHEREFORE, the Court, having reviewed Plaintiff'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 July 15, 2020, the State initiated this action by service of the Summons and Complaint by publication. Index # 7.

[¶4] Defendant failed to plead or otherwise appear in this proceeding.

[¶5] On or about January 1, 2016, Defendant contracted with Jim Christopher, 4437 11<sup>th</sup> St. W., West Fargo, ND to restore two dressers for a total contract price of between \$800.00 and \$1,000.00. When Mr. Christopher attempted to pick up the dressers, Defendant requested nearly double the price, \$1,800.00. After Mr. Christopher refused to pay \$1,800.00, Defendant issued a bill to Mr. Christopher for \$3,000.00 that Defendant later reduced to \$1,500.00. Defendant refused to honor the original contract and retained possession of Mr. Christopher's dressers.

[¶6] On or about August 22, 2017, Defendant contracted with Lori Nord, 1804 140<sup>th</sup> St., Wolverton, MN, to restore an antique barber chair for a total contract price of \$1,000.00. Defendant represented that the work would take one year to complete. When Ms. Nord contacted Defendant about the status of the project, Defendant took a month to respond and told her that the work was not completed and that he would contact her when it was done. Ms. Nord then attempted to reach Defendant a couple of months later and was unable to reach him. Ms. Nord attempted through various means to reach Defendant, including through his website and at his place of business, but he ignored her efforts. Defendant closed his business without returning Ms. Nord's chair.

[¶7] In or around May of 2018, Defendant contracted with Barbara Sturdevant, 2109 7<sup>th</sup> St. S., Moorhead, MN to repair two chairs. Defendant asked Ms. Sturdevant to follow up in approximately two months. When she did so, she was told that the work

was nearly done and that she should call again in approximately two weeks. When Ms. Sturdevant attempted to reach Defendant two weeks later, she was unable to speak with him. Ms. Sturdevant attempted unsuccessfully to contact him on multiple occasions and attempted to visit his place of business only to find the business locked. Defendant retained possession of Ms. Sturdevant's chairs after he closed his business.

[¶8] On or about June 13, 2018, Defendant contracted with Clinton Danielson, 3042 14<sup>th</sup> Ave. S., Moorhead, MN to restore two rocking chairs and clean a pre-1860 chest for a total contract price of \$400.00. After leaving his property in Defendant's care, Mr. Danielson attempted many times and through various means to contact Defendant to no avail. Defendant subsequently closed his business without returning Mr. Danielson's property.

[¶9] On or about November 10, 2018, Defendant contracted with Bruce Schumacher, 401 S. 5<sup>th</sup> St., Box 260, Fairmount, ND, to repair and refinish an antique rocking chair for a total contract price of \$500.00. After leaving the rocking chair with Defendant, Mr. Schumacher repeatedly contacted Defendant seeking information on the status of the job. At first, Defendant represented that work was progressing and he would be done soon, but then Defendant ceased communicating with Mr. Schumacher. Defendant never returned Mr. Schumacher's chair, a family heirloom.

[¶10] On or about January 22, 2019, Defendant contracted with Michelle Suedel, 615 15<sup>th</sup> Ave. NW, West Fargo, ND, to restore a shipping trunk for a total contract price of \$287.50. After leaving the trunk with Defendant, Ms. Suedel contacted Defendant about the status of the job. Defendant represented to Ms. Suedel that he suffered from a disability and the project could take some time. Ms. Suedel then learned that

Defendant closed his business without communicating with her. Defendant never returned Ms. Suedel's shipping trunk.

[¶11] On or about February 22, 2019, Defendant contracted with Phyllis Magelky, 1024 Sugar Drive, Argusville, ND to refinish a cupboard that once belonged to her grandfather for a total contract price of \$1,075.00. After leaving her property in Defendant's care and paying him upfront, Defendant ignored Ms. Magelky's efforts to communicate with him. Defendant subsequently closed his business without returning Ms. Magelky's property.

[¶12] On or about November 1, 2019, Defendant contracted with Kevin Nelson, 1052 41<sup>st</sup> St. NW, Jamestown, ND to restore two dressers for approximately \$850.00. After paying Defendant upfront and leaving the dressers with him, Mr. Nelson was subsequently unable to reach Defendant, including when he visited Defendant's place of business. Defendant never returned Mr. Nelson's dressers.

[¶13] On or about January 8, 2019, Defendant contracted with Robert Gylland doing business as The Woodchuck to restore three wooden chairs. Mr. Gylland paid \$412.00 to Defendant in advance. After leaving his property in Defendant's care and paying him a deposit, Defendant ignored my efforts to communicate with him. Defendant did not answer or return Mr. Gylland's telephone calls, and Defendant did not answer the door to his business when Mr. Gylland visited on Tuesdays (the day his shop was open to the public). Defendant subsequently closed his business without notifying Mr. Gylland so that Mr. Gylland could retrieve his chairs. Defendant did not complete restoration of Mr. Gylland's three chairs and did not refund his deposit.

¶14 On or about June 15, 2018, Sonja Rooks contracted with Defendant doing business as Woodchuck Furniture Restoration to restore old furniture. Ms. Rooks paid \$350.00 to Defendant in advance. After leaving her property in Defendant's care and paying him a deposit, Defendant ignored her efforts to communicate with him throughout 2019. Defendant subsequently closed his business without notifying Ms. Rooks so that she could retrieve her furniture. Though Ms. Rooks was able to retrieve her furniture because the owner of the building allowed her inside the business, Defendant did not complete the furniture restoration and did not refund her deposit.

## **II. CONCLUSIONS OF LAW**

¶15 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.

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

¶17 The Court has personal jurisdiction over Defendant.

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

¶19 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.

¶20 The standard for summary judgment is well-established. "The judgment sought shall be rendered if the pleadings, the discovery and disclosure materials on file, and any affidavits show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." N.D.R.Civ.P. 56(c).

[¶21] A party opposing a motion for summary judgment must present competent admissible evidence to raise a genuine issue of material fact. Soentgen v. Quain & Ramstad Clinic, P.C., 467 N.W.2d 73, 81 (N.D. 1991). Even if factual disputes exist, they are not material issues unless resolution would alter the ultimate outcome. Olson v. City of Garrison, 539 N.W.2d 663, 664 (N.D. 1995).

[¶22] 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. See also, Grinnel Mut. Reinsurance Co. v. Center Mut. Ins. Co., 2003 ND 50, ¶ 9. “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.” Kary v. Prudential Ins. Co., 541 N.W.2d 703, 706 (N.D. 1996); see also, Dahl v. Messmer, 2006 ND 166, ¶ 8 (N.D. 1996).

[¶23] 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). Rooks v. Workers’ Comp. Bur., 506 N.W.2d 78, 80-81 (N.D. 1993).

[¶24] 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).

¶25] There is no material issue of fact preventing an entry of summary judgment as a matter of law because the material facts are undisputed, and Defendant failed to present competent admissible evidence to raise a genuine issue of material fact. Soentgen, 467 N.W.2d at 81.

¶26] 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.

¶27] N.D.C.C. § 51-15-02 provides as follows:

**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. Consumer protection statutes are remedial in nature, and therefore must be liberally construed in favor of protecting consumers. State ex rel. Spaeth v. Eddy Furniture Co., 386 N.W.2d 901, 903 (N.D. 1986).

¶28] It is consumer fraud for a person to solicit advance payments and then fail or refuse to provide the product or service. E.g., Com. ex rel. Corbett v. Manson, 903 A.2d 69, 74 (Pa. Commw. Ct. 2006); Brown v. Lyons, 43 Ohio Misc. 14, 20, 332 N.E.2d 380, 385 (Ohio Com. Pl. 1974); State by Lefkowitz v. Bevis Indus., Inc., 63 Misc. 2d 1088, 1090, 314 N.Y.S.2d 60 (Sup. Ct. 1970). It is uncontested that Defendant solicited advance payments and then failed to provide the services he promised to provide. N.D.R.Civ.P. 8(b)(6); Index ## 11-30.

¶29] It is also consumer fraud to convert consumer property. E.g., Ward v. W. Ct. Motor Co., 403 S.W.2d 82, 86 (Mo. 2013). It is uncontested that Defendant solicited

and accepted advance deposits, took possession of consumer property, and then failed to both refund consumer deposits and return consumer property. N.D.R.Civ.P. 8(b)(6); Index ## 11-30.

[¶30] 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 in order 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.

[¶31] 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 as a result of his deceptive acts or practices, pursuant to N.D.C.C. § 51-15-07.

[¶32] 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.

[¶33] 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**

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

- A. Plaintiff's Motion for Summary Judgment is granted.
- B. That Defendant Nathaniel Warren 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. That Defendant Nathaniel Warren, 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. That Defendant Nathaniel Warren, 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 furniture restoration services, or any other merchandise as defined by N.D.C.C. § 51-15-01(3).

E. That Defendant Nathaniel Warren, 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 furniture restoration services in accordance with Paragraph 34(F) *infra*.

F. That, pursuant to N.D.C.C. § 51-15-07, Defendant Nathaniel Warren, 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 furniture restoration services. Notwithstanding the permanent injunction, Defendant may engage in future furniture restoration 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 are rehabilitated:

1. Two or more years have expired since the entry of judgment herein;
2. Defendant has paid in full all restitution to consumers pursuant to the judgment herein;
3. 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;
4. Defendant has paid all amounts owed to the Attorney General 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 furniture restoration services 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 in the event Nathaniel Warren, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, is lawfully engaged in furniture restoration services pursuant to the terms in this judgment, said Defendant, pursuant to N.D.C.C. § 51-15-07 and for a period of five (5) years after becoming, lawfully engaged in furniture restoration services, is enjoined and restrained from soliciting or accepting from consumers advance payments or consumer deposits in excess of ten percent (10%) of the total contract price in connection with any sale of merchandise, as defined by N.D.C.C. § 51-15-01(3).

H. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$1,500.00 to Jim Christopher, 4437 11<sup>th</sup> St. W., West Fargo, ND 58078.

I. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$3,000.00 to Clinton Danielson, 3042 14<sup>th</sup> Ave. S., Moorhead, MN 56560.

J. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$1,237.00 to Robert Gylland, 3436 22<sup>nd</sup> St. S., Fargo, ND 58104.

K. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$2,875.00 to Phyllis Magelky, 1024 Sugar Drive, Argusville, ND 58005.

L. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$2,800.00 to Kevin Nelson, 1052 41<sup>st</sup> St. NW, Jamestown, ND 58401.

M. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$7,000.00 to Lori Nord, 1804 140<sup>th</sup> St., Wolverton, MN 56594.

N. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$350.00 to Sonja Rooks, 417 19<sup>th</sup> Ave. N., Fargo, ND 58102.

O. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$600.00 to Bruce Schumacher, 401 S. 5<sup>th</sup> Str., Box 260, Fairmount, ND 58030.

P. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$1,287.50 to Michelle Suedel, 616 15<sup>th</sup> Ave. NW, West Fargo, ND 58078.

Q. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$529.00 to Barbara Sturdevant, 2109 7<sup>th</sup> St. S., Moorhead, MN 56560.

R. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the total amount of \$21,178.50.

S. That Plaintiff shall have Judgment against Defendant Nathaniel Warren in the amount of \$10,000.00 for civil penalties, pursuant to N.D.C.C. § 51-15-11.

T. That Plaintiff shall have Judgment against Defendant Nathaniel Warren in the amount of \$3,016.56 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.

U. That Defendant Nathaniel Warren, 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.

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

W. 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: 10/7/2020 12:35:13 PM



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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. 09-2020-CV-01822

Plaintiff,

**JUDGMENT**

-vs-

NATHANIAL WARREN, doing business as  
WOODCHUCK FURNITURE  
RESTORATION,

Defendant.

CPAT 200017.003

¶1 This action came on before the Honorable Tom Olson, 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 August 21, 2020. Defendant failed to respond in opposition to the 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. Plaintiff's Motion for Summary Judgment is granted.
- B. That Defendant Nathaniel Warren 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. That Defendant Nathaniel Warren, 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. That Defendant Nathaniel Warren, 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 furniture restoration services, or any other merchandise as defined by N.D.C.C. § 51-15-01(3).

E. That Defendant Nathaniel Warren, 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 furniture restoration services in accordance with Paragraph 34(F) *infra*.

F. That, pursuant to N.D.C.C. § 51-15-07, Defendant Nathaniel Warren, 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 furniture restoration services. Notwithstanding the permanent injunction, Defendant may

engage in future furniture restoration 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 are rehabilitated:

1. Two or more years have expired since the entry of judgment herein;
2. Defendant has paid in full all restitution to consumers pursuant to the judgment herein;
3. 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;
4. Defendant has paid all amounts owed to the Attorney General 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 furniture restoration services 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 in the event Nathaniel Warren, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, is lawfully engaged in furniture restoration services pursuant to the terms in this judgment, said Defendant, pursuant to N.D.C.C. § 51-15-07 and for a period of five (5)



years after becoming, lawfully engaged in furniture restoration services, is enjoined and restrained from soliciting or accepting from consumers advance payments or consumer deposits in excess of ten percent (10%) of the total contract price in connection with any sale of merchandise, as defined by N.D.C.C. § 51-15-01(3).

H. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$1,500.00 to Jim Christopher, 4437 11<sup>th</sup> St. W., West Fargo, ND 58078.

I. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$3,000.00 to Clinton Danielson, 3042 14<sup>th</sup> Ave. S., Moorhead, MN 56560.

J. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$1,237.00 to Robert Gylland, 3436 22<sup>nd</sup> St. S., Fargo, ND 58104.

K. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$2,875.00 to Phyllis Magelky, 1024 Sugar Drive, Argusville, ND 58005.

L. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$2,800.00 to Kevin Nelson, 1052 41<sup>st</sup> St. NW, Jamestown, ND 58401.

M. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$7,000.00 to Lori Nord, 1804 140<sup>th</sup> St., Wolverton, MN 56594.

N. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$350.00 to Sonja Rooks, 417 19<sup>th</sup> Ave. N., Fargo, ND 58102.

O. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$600.00 to Bruce Schumacher, 401 S. 5<sup>th</sup> Str., Box 260, Fairmount, ND 58030.

P. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the amount of \$1,287.50 to Michelle Suedel, 616 15<sup>th</sup> Ave. NW, West Fargo, ND 58078.

Q. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution to name, address, in the amount of \$529.00 to Barbara Sturdevant, 2109 7<sup>th</sup> St. S., Moorhead, MN 56560.

R. That Defendant, pursuant to N.D.C.C. § 51-15-07, owes restitution in the total amount of \$21,178.50.

S. That Plaintiff shall have Judgment against Defendant Nathaniel Warren in the amount of \$10,000.00 for civil penalties, pursuant to N.D.C.C. § 51-15-11.

T. That Plaintiff shall have Judgment against Defendant Nathaniel Warren in the amount of \$3,016.56 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.

U. That Defendant Nathaniel Warren, 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.

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

W. 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: 10/7/2020 2:18:38 PM  
Megan Huffman  
CLERK OF DISTRICT COURT

*Hillary Hamilton, Deputy*

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