

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF WARD

NORTH CENTRAL JUDICIAL
DISTRICT

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

Plaintiff,

-vs-

JOHN MOSER III,

Defendant.

Civil No. 51-2021-CV-00947

**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 August 11, 2021. Index ## 6-12. Defendant John Moser was served with the State's Motion for Summary Judgment by mail on August 11, 2021. Index # 12. 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 June 9, 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 Moser admits the entirety of the State’s Complaint, including the following specific facts that the Court now finds:

On January 11, 2017, the State commenced a consumer protection enforcement action against Defendant Moser and his business, J3 Construction, LLC in Case No. 51-2017-CV-00047. In summary, the Court determined that Defendant and his business violated N.D.C.C. chs. 43-07 and 51-15 by contracting with consumers to perform services as a contractor but then failed to complete the work and diverted consumer advance payments to personal expenses. Defendant and his business were also found to have made misrepresentations on their contractor license renewal applications.

Pursuant to the judgment of the court, on May 4, 2017, Defendant was enjoined from engaging in contracting for a period of five years and until he (or his business) refunded all consumers from whom he solicited advance payments and then failed to complete the work. Defendant was further enjoined from engaging in contracting for five years after entry of judgment unless he obtained a contractor’s license. Defendant was enjoined from soliciting advance deposits from consumers for a period of ten years. Defendant was ordered to pay to the State a total of \$12,439.84 for civil penalties and costs.

According to court records, Defendant and his business currently owe the following the consumers the following amounts:

- a. Michael and Kayla Reiss, \$6,051.82 (2015 judgment);
- b. Nancy Pfeifer, \$2,551.82 (2016 judgment);
- c. Paul Rystedt, \$2,913.56 (2016 judgment);
- d. Bradley Parizek, \$4,551.82 (2016 judgment);
- e. Krista and Joe Roberts, \$2,547.00 (2016 judgment);
- f. Thomas Newton, \$4,760.00 (2017 judgment); and
- g. Nathan and Shanean Borchardt, \$8,197.50 (2019 judgment).

In total, court records reflect that Defendant owes consumers a total of \$31,573.52. Pursuant to the May 4, 2017 judgment of the district court in Case No. Case No. 51-2017-CV-00047, all amounts owed to consumers must be paid before Defendant may obtain a contractor's license.

...

In or around May of 2020, Defendant, intending reliance, contracted with consumers Deon and Joe Mehring to construct a garage and remodel a house. Defendant solicited and accepted advance payments totaling \$7,500.00 for materials for the project. Though Defendant erected the garage, demolished the house, and constructed two walls, he failed to order materials for the remodel project. The Mehrings fired Defendant in or around October of 2020 and Defendant executed a promissory note agreeing to refund the \$7,500.00 he solicited from the Mehrings. Defendant may have refunded approximately \$700.00 to the Mehrings. Defendant's activities were in violation of the injunction ordered by the District Court in Case No. 51-2017-CV-00047, and his conduct constitutes a violation of N.D.C.C. § 51-15-02 because Defendant intended the Mehrings rely on his ability to engage in the business or act in the capacity of a contractor when he was precluded by court order.

On or about June 30, 2020, Defendant submitted a contractor license application in the name "John Moser" to obtain a Class D contractor's license. On his license application, Defendant represented that there were no "judgments ... against [him] or a ... limited liability company ... of which [he] is an officer or partner, in North Dakota or elsewhere." Contrary to his representation to the Secretary of State, Defendant was subject to the May 4, 2017 injunction ordered by the District Court in Case No. 51-2017-CV-00047.

On or about February 26, 2021, Defendant submitted a contractor license renewal application to renew the Class D license he had obtained pursuant to his prior application. As part of his renewal application, Defendant represented that he had not been party to a civil lawsuit in which fraud or misrepresentation was alleged and again represented that he was not subject to any judgment in North Dakota or elsewhere. Contrary to his representations, consumer fraud was alleged and determined in Case No. 51-2017-CV-00047 and he was still subject to the May 4, 2017 court-ordered injunction.

Compl., Index # 2, ¶¶ 9-12, 16-18.

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 Ward 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 Ward 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 Moser violated N.D.C.C. § 43-07-14(1)(d).** N.D.C.C. § 43-07-14(1)(d) provides:

43-07-14. Complaint for license revocation – Consumer fraud action.

d. The making of any false or misleading statement in any application for a license or renewal or by violating this chapter or being convicted of an offense the registrar determines has a direct bearing on the applicant's or licensee's ability to serve the public as a contractor as set out in section 12.1-33-02.1.

N.D.C.C. § 43-07-14(1)(d).

[¶19] About N.D.C.C. § 43-07-02(1) and contractor licensing requirements, the Supreme Court has said:

The purpose of the statute is to protect consumers from fraudulent practices and to protect the public from unqualified or uninsured

contractors. The licensing requirements allow the registrar to investigate and determine the license applicant's fitness to act in the capacity of a contractor, including requesting information about the applicant's criminal history. N.D.C.C. § 43-07-04(1). The licensing requirements also 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.

[¶20] By failing to answer the Complaint and oppose the State's motion for summary judgment, Defendant admits that he made false or misleading statement in an application for a license or renewal. Supra, ¶ 6. Specifically, Defendant admits that he falsely represented that there were no judgments against him or a limited liability company of which he is or was an officer or partner. Id.; also, Index # 9 at p. 2. Contrary to his representation, judgment was rendered against him on May 4, 2017 in Case No. 51-2017-CV-00047. Index # 33 in Case No. 51-2017-CV-00047. Likewise, Defendant admits that, in an application to renew a contractor license, he falsely represented that that he had not been party to a civil lawsuit in which fraud or misrepresentation was alleged and again represented that he was not subject to any judgment in North Dakota or elsewhere. Supra, ¶ 6; Index # 10 at pp. 1 – 2. Contrary to his representations, consumer fraud was alleged and determined in Case No. 51-2017-CV-00047 and he was still subject to the May 4, 2017 court-ordered injunction. Index # 33 in Case No. 51-2017-CV-00047.

[¶21] **Defendant Mitchell 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. Under N.D.C.C. § 43-07-14(3), violation of N.D.C.C. §§ 43-07-02 constitutes a violation of N.D.C.C. ch. 51-15.

[¶22] “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)). The purpose of the contracting licensing statute “is to protect consumers from fraudulent practices and to protect the public from unqualified or uninsured contractors.” Snider, 2018 ND at ¶ 13, 907 N.W.2d at 401.

[¶23] By failing to answer the Complaint and oppose the State’s motion for summary judgment: Defendant Moser admits that he violated N.D.C.C. § 51-15-02 by: (1) making false or misleading statements in an application for a license or renewal; and (2) Making false and misleading representations to customers, including implied or express false representations regarding Defendant’s ability to engage in the business or act in the capacity of a contractor. Supra, ¶ 6. Specifically, Defendant admits that he contracted with Deon and Joe Mehring to construct a garage and remodel their home while subject to a court-ordered injunction that prevented him from doing so for five years and until he had issued refunds to consumers to whom he already owes \$31,573.52. Id.

[¶24] 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, particularly where Defendant Moser violated the injunction ordered by the Court in Case No. 51-2017-CV-00047.

[¶25] 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.

[¶26] 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.

[¶27] 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

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

A. Defendant is adjudged in violation of the contractor law, N.D.C.C. § 43-07-14(1)(d), for making false or misleading statements in an application for a license or renewal.

B. Defendant is adjudged in violation of the consumer fraud law, N.D.C.C. § 51-15-02, for engaging in the business or acting in the capacity of a contractor in North Dakota in violation of the injunction ordered by the Court in Case No. 51-2017-CV-00047.

C. 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.

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 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.

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 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).

F. 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 in accordance with Paragraph 28(G), *infra*.

G. 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 construction work. 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 consumers Deon and Joe Mehring, Michael and Kayla Reiss, Nancy Pfeifer, Paul Rystedt, Bradley Parizek, Krista and Joe Roberts, Thomas Newton, and Nathan and Shanean Borchardt;

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 obtained a Contractor License pursuant to N.D.C.C. ch. 43-07 and has complied with all contractor licensing 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.

H. Plaintiff shall have Judgment against Defendant in the amount of \$2,000.00 for civil penalties, pursuant to N.D.C.C. § 51-15-11.

I. Plaintiff shall have Judgment against Defendant in the amount of \$876.92 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.

J. 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. This includes consumers Deon and Joe Mehring, Michael and Kayla Reiss, Nancy Pfeifer, Paul Rystedt, Bradley Parizek, Krista and Joe Roberts, Thomas Newton, and Nathan and Shanean Borchardt.

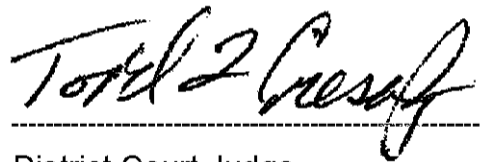
K. The Judgment entered shall be a Judgment for which execution may issue.

L. 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: 10/5/2021 4:32:20 PM

BY THE COURT:

Todd Cresap

A handwritten signature in black ink that reads "Todd Cresap". The signature is written in a cursive style and is positioned above a horizontal dashed line.

District Court Judge

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF WARD

NORTH CENTRAL JUDICIAL
DISTRICT

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

Plaintiff,

-vs-

JOHN MOSER III,

Defendant.

Civil No. 51-2021-CV-00947

JUDGMENT

[¶1] This action came on before the Honorable Todd L. Cresap, Judge of the Ward County District Court, North 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 11, 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 contractor law, N.D.C.C. § 43-07-14(1)(d), for making false or misleading statements in an application for a license or renewal.

B. Defendant is adjudged in violation of the consumer fraud law, N.D.C.C. § 51-15-02, for engaging in the business or acting in the capacity of a contractor in North Dakota in violation of the injunction ordered by the Court in Case No. 51-2017-CV-00047.

C. 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.

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 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.

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 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).

F. 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 in accordance with Paragraph 28(G), *infra*.

G. 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 construction work. 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 consumers Deon and Joe Mehring, Michael and Kayla Reiss, Nancy Pfeifer, Paul Rystedt, Bradley Parizek, Krista and Joe Roberts, Thomas Newton, and Nathan and Shanean Borchardt;
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 obtained a Contractor License pursuant to N.D.C.C. ch. 43-07 and has complied with all contractor licensing 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.

H. Plaintiff shall have Judgment against Defendant in the amount of \$2,000.00 for civil penalties, pursuant to N.D.C.C. § 51-15-11.

I. Plaintiff shall have Judgment against Defendant in the amount of \$876.92 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.

J. 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. This includes consumers Deon and Joe Mehring, Michael and Kayla Reiss, Nancy Pfeifer, Paul Rystedt, Bradley Parizek, Krista and Joe Roberts, Thomas Newton, and Nathan and Shanean Borchardt.

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

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

CLERK OF DISTRICT COURT

Signed: 10/15/2021 4:03:11 PM

Colleen Cooper
