



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,

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

-vs-

J&L PLATINUM MARKETING, LLC;
DEMETRIO JIM CINTRON also known as
JIM CINTRON, Individually; and
LINDA CINTRON, Individually;

Respondents.

.....
To each of the individuals and entities identified below (hereinafter collectively "Respondents"):

J&L Platinum Marketing, LLC
6132 W. Sahara Ave.
Las Vegas, NV 89146-3051
and
10418 Palm Village St.
Las Vegas, NV 89183-7968
702-301-9018
866-930-9568
Fax: 702-966-9661

Demetrio Jim Cintron
aka Jim Cintron
10418 Palm Village St.
Las Vegas, NV 89183-7968
702-301-9018

Linda Cintron
10418 Palm Village St.
Las Vegas, NV 89183-7968
702-301-9018

(including all of those entities' officers, directors, owners, agents, servants, employees and representatives as well as all other persons in active concert or participation with them, extending to all "doing business as" names, formal corporate names, fictitious names of any kind or any variations of the same)

BACKGROUND

1. The Attorney General of North Dakota has a reasonable basis to believe Respondents have engaged in and are engaging in acts or practices declared unlawful by N.D.C.C. ch. 51-15, commonly referred to as the "Consumer Fraud Law;" N.D.C.C. ch. 51-18, commonly referred to as the "Home Solicitation Sales Law;" and N.D.C.C. ch. 51-04, commonly referred to as the "Transient Merchants Law." It is necessary and appropriate in the public interest and for the protection of consumers to restrain the Respondents' unlawful acts or practices.

2. Respondents, individually and by and through their agents, are doing business under some or all of the names identified above and have engaged in violations of: 1) North Dakota's Consumer Fraud Law, N.D.C.C. ch. 51-15, by making false or misleading statements or misrepresentations in solicitations aimed at North Dakota consumers; 2) North Dakota's Home Solicitation Sales Law, N.D.C.C. ch. 51-18, by failing to provide consumers with an oral notice of a three (3) day right of cancellation, and consumers age sixty-five (65) years or older with oral and written notice of a fifteen (15) day right of cancellation; 3) North Dakota's Transient Merchants Law, N.D.C.C. ch. 51-04, by engaging in sales activity in North Dakota without being licensed as a transient merchant.

3. J & L Platinum Marketing, LLC is a Nevada Limited Liability Company with its principal place of business located at 6132 W. Sahara Ave., Las Vegas, Nevada 89146. J & L Platinum Marketing, LLC is not registered with the North Dakota Secretary of State. Linda Cintron and Demetio Jim Cintron also known as Jim Cintron (hereinafter Jim Cintron) are the managing members of J & L Platinum Marketing, LLC. Linda and Jim Cintron reside at 10418 Palm Village St., Las Vegas, Nevada 89183. J & L Platinum Marketing, LLC registered agent is Stephen C. Schuneman of 8905 S. Pecos Ste 24B, Henderson, Nevada 89074.

4. Respondents are doing business in North Dakota under the name J & L Platinum Marketing LLC. Respondents are in the business of advertising, soliciting and selling merchandise, including timeshare property interests and services related to the sale of timeshare property interests, in the State of North Dakota. Respondents primarily solicit consumers through telemarketing. Respondents solicit consumers who have timeshare property interests. Respondents request a meeting with the consumers to inform them of how to better use their timeshare property interest. However, at the meeting Respondents solicit and sell additional timeshare property interests to the consumers.

5. The Attorney General has received a complaint from a North Dakota consumer regarding Respondents. The consumer was over the age of sixty-five. Respondents called the consumer and requested that they attend a meeting on June 2, 2010. Respondents told the consumer that Respondents were calling because the consumer had missed a prior meeting held by the provider of their timeshare property interest. The consumer was told that the purpose of the meeting was to learn how to better use their timeshare property interest. However, at the meeting the consumer was

solicited and purchased an additional timeshare property interest for \$6,600. Respondents did not provide an oral three (3) day right to cancel or a written and oral fifteen (15) day right to cancel to the consumer. Pursuant to North Dakota Century Code ch. 51-18 Respondents were required to provide the consumers with a written and oral notice of a three (3) day right of cancellation, and consumers age sixty-five (65) years or older with oral and written notice of a fifteen (15) day right of cancellation. Additionally, Respondents were not properly registered as a transient merchant, as required by North Dakota Century Code ch. 51-04, at the time of the meeting.

6. A representative from the Attorney General's Office called Respondents on June 10, 2010 to discuss the North Dakota consumer complaint and violations of North Dakota law. Respondent Jim Cintron answered and stated that he and Linda Cintron owned J & L Platinum Marketing LLC. Mr. Cintron stated that he was in a restaurant and could not hear very well, and said he would call back. Respondents never called the Attorney General's Office. A representative from the Attorney General's Office called Respondents numerous times on June 16, June 17, and July 2, 2010. Respondents did not return the telephone calls. The Attorney General's Office then wrote Respondents on July 7, 2010 and requested a response by July 16, 2010. Respondents did not respond to the letter. Respondents have failed to respond to the Office of Attorney General's telephone calls or letters, and the Attorney General's attempts to secure information from Respondents regarding their business activities in North Dakota has been unsuccessful.

7. Respondents are alleged to be a "transient merchant," as defined by N.D.C.C. § 51-04-01(2). Respondents have offered and sold timeshare property interests and timeshare property services to North Dakota consumers. Respondents

are not licensed as a transient merchant and it appears that Respondents have engaged in sales activity in North Dakota without first obtaining the required transient merchant license pursuant to N.D.C.C. ch. 51-04.

8. Respondents have marketed, solicited and sold merchandise to North Dakota consumers, without providing consumers with the necessary notices of right to cancel, as required by the North Dakota Home Solicitation Sales statute, N.D.C.C. ch. 51-18, including, but not limited to, failing to provide consumers with an oral notice of a three day right of cancellation, and consumers age sixty-five years or older with oral and written notice of a fifteen day right of cancellation.

9. Violations of N.D.C.C. ch. 51-18 are violations of N.D.C.C. ch. 51-15.

10. Respondents have made untrue, deceptive and misleading representations, and/or have made or engaged in deceptive acts or practices, fraud, false pretenses, false promises or misrepresentations with the intent that others rely thereon, in violation of N.D.C.C. ch. 51-15, the Consumer Fraud Law, including, but not necessarily limited to, the following: 1) Respondents expressly, impliedly, or by omission of a material fact, misrepresented to their consumers that they were legally authorized to conduct business in North Dakota when, in fact, Respondents failed to be licensed as a transient merchant pursuant to N.D.C.C. ch. 51-04; 2) Respondents misrepresented to their consumers the purpose of their meeting by stating that they were going to inform the consumers how to better use their timeshare property interests, when, in fact, they were merely selling additional timeshare property interests.

11. Each of the Respondents are engaged in a combination of two or more persons who have agreed to act together to inflict a wrong or an injury upon another, or who have agreed to act together to commit a lawful act using unlawful means to inflict a

wrong or injury upon another, namely violation of North Dakota's Consumer Fraud Law, Home Solicitation Sales Law, and Transient Merchant Law. In doing so, Respondents have committed acts in pursuit of the agreement and the agreement has proximately caused damage to North Dakota consumers.

12. Respondents are liable for their own misconduct and/or for directing others to engage in misconduct. See e.g. *Zimprich v. North Dakota Harvestore Sys., Inc.*, 419 N.W.2d 912, 914 (N.D. 1988); *Rickbeil v. Grafton Deaconess Hosp.*, 23 N.W.2d 247, 257 (N.D. 1946)("The general rule with reference to this feature is considered and set out in the great series of volumes of jurisprudence familiar to the courts. In 52 Am. Jur., 440, this rule is stated, 'It is a conceded general rule that all persons or entities are liable for torts committed by them, or by their agents while acting within the scope of their duties.'").

13. Respondents who are natural persons will additionally be subject to personal liability for corporate misconduct. *Hilzendager v. Skwarok*, 335 N.W.2d 768 (N.D. 1983)(quoting *Schriock v. Schriock*, 128 N.W.2d 852, 866 (N.D. 1964)("... but, when the notion of legal entity is used to defeat public convenience, justify wrong, protect fraud, or defend crime, the law will regard the corporation as an association of persons.' Fletcher, Private Corporations Sec. 41 (1963 rev. vol.)"). The crime/fraud exception to the protections of corporate form has long been recognized in North Dakota, "neither law nor equity will ever recognize the right of a corporate entity to become the receptacle or cover for fraud or wrong based on deception for the purpose of defeating the right of innocent parties." *McFadden v. Jenkins*, 169 N.W. 151, 163 (N.D. 1918). See also *Danks v. Holland*, 246 N.W.2d 86 (N.D. 1976); *Family Center Drug v. North Dakota St. Bd. of Pharm.*, 181 N.W.2d 738, 745 (N.D. 1970).

ORDER

NOW, THEREFORE, IT IS ORDERED pursuant to N.D.C.C. § 51-15-07 that Respondents, individually, and where applicable their officers, directors, owners, agents, servants, employees, contractors, representatives (extending to all "doing business as" names, formal corporate names, aliases, fictitious names of any kind or any variations of the same) as well as all other persons in active concert or participation with them, whether directly or indirectly, immediately **CEASE AND DESIST** from: 1) soliciting, advertising, or selling to North Dakota consumers timeshare property interests; 2) soliciting, advertising, or selling to North Dakota consumers services related to buying or selling timeshare property interests; 3) soliciting using untrue, deceptive or misleading representations to consumers 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; 4) advertising, soliciting, or selling to North Dakota consumers merchandise without providing the consumer the written and verbal notice of rights to cancel as required by N.D.C.C. ch. 51-18; and 5) engaging in any sales or business activities in North Dakota, including soliciting, advertising or selling goods, services and/or merchandise as defined by N.D.C.C § 51-15-01(3), without a Transient Merchant license. Respondents also shall immediately **CEASE AND DESIST** from issuing any invoices or bills to North Dakota consumers for the sale of timeshare property interests or other services related to timeshare property interests 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 timeshare property interests or other services related to the sale of timeshare property interests.

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

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 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 per violation. Any violation of this Order that also is a violation of N.D.C.C. ch. 51-18 may result in additional civil penalties of not more than \$5,000 per violation and is a Class B misdemeanor. Any violation of this Order that also is a violation of N.D.C.C. ch. 51-04 may result in additional civil penalties of not more than \$5,000 per violation and is a Class B misdemeanor. 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, 51-18, 51-04 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 HEARING

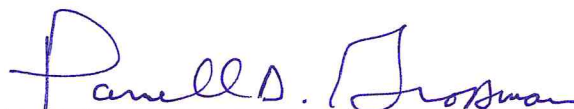
YOU ARE NOTIFIED that pursuant to N.D.C.C. § 51-15-07 you may request a hearing before the Attorney General if such a request is made in writing WITHIN TEN (10) DAYS AFTER THE RECEIPT OF THIS ORDER. Respondents have the right to be represented by legal counsel at the hearing.

Dated this 4th day of November, 2010.

STATE OF NORTH DAKOTA

Wayne Stenehjem
Attorney General

BY:



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