

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF RAMSEY

NORTHEAST JUDICIAL DISTRICT

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

Civil No. 36-2017-CV-00079

Plaintiff,

**JUDGMENT**

-vs-

WAYNE JOSEPH DELORME, JR, doing  
business as 3D HOME IMPROVEMENTS,

Defendant.

CPAT 170026.001

[[1]]This matter having come before this Court on a stipulation entered between the Parties in the form of a Consent to Entry of Order and Judgment, in which Plaintiff, the Attorney General of State of North Dakota, by and through Assistant Attorney General Brian M. Card, Consumer Protection and Antitrust Division of the Office of the Attorney General, and Defendant Wayne Joseph Delorme, Jr. doing business as 3D Home Improvements, have agreed to the entry of a Consent Order and Judgment by the Court. The Court, having reviewed the Consent Order and Judgment and being fully advised of the premises, **NOW**, upon the consent of the parties hereto, **HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**

[¶2]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.

[¶3]This Court has personal jurisdiction over Defendant Wayne Joseph Delorme, Jr. and this Court has subject matter jurisdiction pursuant to N.D.C.C. § 51-15-07.

[¶4]The venue of this action in Ramsey County is proper under N.D.C.C. §§ 28-04-03 and 28-04-05 because Defendant Wayne Joseph Delorme, Jr. has a principal place of business in Ramsey County, Defendant Wayne Joseph Delorme, Jr. resides in Ramsey County, Defendant Wayne Joseph Delorme, Jr. has transacted business in Ramsey County, and all or part of the cause of action arose in Ramsey County.

[¶5]Defendant Wayne Joseph Delorme, Jr., doing business as 3D Home Improvements hereby accepts and expressly waives any defect in connection with service of process issued by the Plaintiff on Defendant.

[¶6]Defendant Wayne Joseph Delorme, Jr. is adjudged in violation of the contractor law and N.D.C.C. § 43-07-02 for engaging in the business or acting in the capacity of a contractor within the state when the cost, value, or price per job exceeded the sum of four thousand dollars without first having a license.

[¶7]Defendant Wayne Joseph Delorme, Jr. is adjudged in violation of the consumer fraud law and N.D.C.C. § 51-15-02 for engaging in fraud, false pretense, false promise, or misrepresentations in violation of N.D.C.C. § 51-15-02, in connection with the advertisement, solicitation, and sale of merchandise, including contractor services, in the State of North Dakota and elsewhere.

[¶8]Defendant Wayne Joseph Delorme, Jr. admits that he, through written and oral representations, has made false, deceptive, and misleading representations, with the intent that others rely thereon, and that he has engaged in deceptive acts or practices, with the intent that others rely thereon, in connection with the sale of contractor services.

[¶9]Defendant Wayne Joseph Delorme, Jr. admits that he obtained advance payments from consumers by making false, deceptive, or misleading representations or promises regarding his intent or ability to deliver as promised.

[¶10]Defendant Wayne Joseph Delorme, Jr. admits that he used the advance payments from consumers for purposes other than to perform the services promised in the agreement with consumers, and admit that he no longer has the money to issue refunds to consumers.

[¶11]Defendant Wayne Joseph Delorme, Jr. admits that his conduct of taking advance payments for services that he had no intention of performing, or ability to perform, and using the advance payments for purposes other than to deliver merchandise promised to consumers, constitutes false pretense, false representation, or actual fraud under 11 U.S.C. 523(a)(2).

[¶12]Pursuant to N.D.C.C. § 51-15-07, Defendant Wayne Joseph Delorme, Jr., his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, is permanently enjoined and restrained from directly or indirectly engaging in acts or practices in violation of N.D.C.C. § 51-15-07 in connection with the advertisement or sale of merchandise, as defined by N.D.C.C. § 51-15-01(3), including contractor services, within the State of North Dakota.

¶13 Pursuant to N.D.C.C. § 51-15-07, Defendant Wayne Joseph Delorme, Jr., his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, is restrained and enjoined from operating any business, including a contractor business, in North Dakota for a period of five (5) years and until restitution has been repaid to all aggrieved consumers that are the subject of this Consent to Entry of Order and Judgment or any independent monetary judgment or stipulated agreement.

¶14 Defendant Wayne Joseph Delorme, Jr., pursuant to N.D.C.C. § 51-15-07, is permanently enjoined from violating N.D.C.C. ch. 43-07.

¶15 Defendant Wayne Joseph Delorme, Jr., pursuant to § 51-15-07, is, for a period of 5 years after becoming licensed to operate as a contractor in North Dakota, enjoined and restrained from soliciting or accepting from consumers advance payments or consumer deposits greater than 25% of the total price in connection with the sale of merchandise, as defined by § 51-15-01(3).

¶16 Defendant Wayne Joseph Delorme, Jr. shall indemnify and hold harmless the consumers to whom he sold services or merchandise and failed to complete or deliver. Defendant shall provide full refunds to all consumers who have paid Defendant an advance deposit or payment for services or merchandise that was not completed or has not been delivered or installed. Defendant admits that he owes refunds to the consumers identified herein, in the amounts set forth herein, and consents to the entry of monetary Judgments in favor of the consumers in the amounts set forth in this Judgment.

[¶17]Defendant Wayne Joseph Delorme, Jr. owes restitution in the amount of \$4,000.00 to Debra Swiatek or her Estate, PO Box 293, Surrey, ND 58785. Defendant agrees and consent to the entry of a monetary judgment against Defendant Wayne Joseph Delorme, Jr. for the benefit of Debra Swiatek or her Estate. The Attorney General may thereafter assign this amount to Debra Swiatek or her Estate.

[¶18]Defendant Wayne Joseph Delorme, Jr. owes restitution in the amount of \$2,648.00 to Kelly Johnson, 3970 84<sup>th</sup> St. NE, Rolette, ND 58366. Defendant agrees and consents to the entry of a monetary judgment against Defendant Wayne Joseph Delorme, Jr. for the benefit of Kelly Johnson. The Attorney General may thereafter assign this amount to Kelly Johnson.

[¶19]Defendant Wayne Joseph Delorme, Jr., pursuant to N.D.C.C. § 51-15-11, shall pay to the Attorney General the amount of \$1,000.00 in civil penalties, attorney's fees, investigation costs, and expenses, and Defendant agrees to the entry of a monetary judgment against Wayne Joseph Delorme, Jr. for the benefit of the Attorney General.

[¶20]The Plaintiff, State of North Dakota ex rel. Wayne Stenehjem, Attorney General, may apply to this court to amend this Judgment within the next year if the Attorney General receives a complaint from a North Dakota consumer that alleges they are owed a refund for any contractor or construction project that Defendant accepted an advance deposit for and allegedly failed to finish or deliver the materials. Defendant agrees that an affidavit submitted to the Court by Plaintiff shall constitute *prima facie* evidence of the Defendant's failure to complete a contractor or construction project or

deliver materials and shall constitute *prima facie* evidence of a monetary obligation that Defendant owes as restitution to an aggrieved consumer.

[¶21]The Plaintiff, State of North Dakota ex rel. Wayne Stenehjem, Attorney General, can assign to each individual consumer named in this Consent Order and Judgment, a part of the Judgment representing the amount owing to the individual consumer, as set forth in this Judgment.

[¶22]Defendant agrees violation of this Consent Order and Judgment is a violation of N.D.C.C. § 51-15-02, for which the Attorney General may seek civil penalties, attorney's fees, investigation costs, and any other additional relief allowed by law. Further, any violation of this Consent Order and Judgment is also punishable as a contempt of court pursuant to N.D.C.C. ch. 27-10 and Defendant is subject to all other civil penalties and sanctions provided by law, including attorney's fees, investigation costs, and expenses.

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

[¶24]The Judgment entered shall be a Judgment for which execution may issue.

[¶25]Defendant Wayne Joseph Delorme, Jr. expressly agrees that if he should in the future decide to file bankruptcy, any monetary obligations to the consumers of North Dakota as set forth within this Judgment, or an amended Judgment as provided herein, shall be considered non-dischargeable under 11 U.S.C. § 523(a)(2) or 11 U.S.C. § 523(a)(7). Defendant agrees that his actions are deemed to constitute false pretense, false representation, or actual fraud under 11 U.S.C. § 523(a)(2).

[126] This Judgment is now entered this 13<sup>th</sup> day of March

2017.

CLERK OF DISTRICT COURT



*William W. Wertz* Deputy