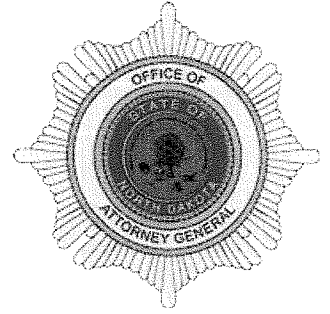


OFFICE OF ATTORNEY GENERAL
CONSUMER PROTECTION AND ANTITRUST DIVISION
GATEWAY PROFESSIONAL CENTER
1050 E INTERSTATE AVENUE, STE 200
BISMARCK, NORTH DAKOTA 58503-5574



701-328-5570 (Telephone)
701-328-5568 (Facsimile)

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-

THOMAS DOHLEMAN doing business as
TOM'S PAINTING

Respondent.

CPAT # 130315.001

.....
To the individual and entity identified below (hereinafter "Respondent"):

Thomas Dohleman
PO Box 522
Dilworth, MN 56529-0522
701-200-4670

(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 Respondent has engaged in or is engaging in acts or practices declared unlawful by N.D.C.C. ch. 51-15, commonly referred to as the "Consumer Fraud 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 Respondent's unlawful acts or practices.

2. Respondent Thomas Dohleman, doing business as Tom's Painting, has engaged in advertising and soliciting the sale of merchandise, including but not limited to, contracting services to paint houses. Respondent solicited and accepted payments from North Dakota consumers when Respondent did not have a contractor's license as required by N.D.C.C. ch. 43-07 or a transient merchant's license as required by N.D.C.C. ch. 51-04.

3. Respondent has been the subject of North Dakota consumer complaints alleging misleading or deceptive advertising and/or fraudulent business practices in connection with the advertisement and sale of merchandise as those terms are defined in N.D.C.C. § 51-15-01. Allegations have been made that Respondent, in connection with the sale of merchandise, has made untrue, deceptive and misleading representations, and/or has made or engaged in deceptive acts or practice, 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 alleged deceptive practices include misrepresentations regarding what work would be performed, the quality of the work performed, and what materials would be used. Additionally, Respondent expressly, impliedly, or by omission of a material fact, misrepresented to consumers that he was legally authorized to conduct contracting services in North Dakota when, in fact, Respondent did not have a contractor's license as required by N.D.C.C. ch. 43-07 or a transient merchant's license as required by N.D.C.C. ch. 51-04.

4. The Attorney General has received complaints and other information alleging that Respondent entered into an agreement with a North Dakota consumer to

paint her house and garage for \$2,600. After Respondent solicited and accepted \$1,300 as an advance payment, he failed to substantially commence the project. Additionally, Respondent did not have a contractor's license as required by N.D.C.C. ch. 43-07 or a transient merchant's license as required by N.D.C.C. ch. 51-04. Respondent has been charged with operating without a contractor's license in Cass County.

5. Respondent has made untrue, deceptive and misleading representations, and/or has 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.

6. N.D.C.C. ch. 51-15 prohibits a person from engaging in 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.

7. Respondent has operated as a contractor in the state of North Dakota and has entered into an agreement for contracting services in excess of \$2,000. Respondent is not licensed as a contractor and it appears that Respondent has engaged in sales activity in North Dakota without obtaining the required contractor's license pursuant to N.D.C.C. ch. 43-07.

8. Respondent is alleged to be a "transient merchant," as defined by N.D.C.C. §51-04-01(2). Respondent has offered and sold to consumers painting services. Respondent is not licensed as a transient merchant and it appears that Respondent has engaged in sales activity in North Dakota without first obtaining the required transient merchant license pursuant to N.D.C.C. ch. 51-04.

ORDER

9. Based upon the foregoing information, it appears to the Attorney General that Respondent has engaged in violations of N.D.C.C. chs. 51-15, 43-07, and 51-04; **NOW, THEREFORE, IT IS ORDERED** pursuant to N.D.C.C. § 51-15-07 that Respondent immediately **CEASE AND DESIST** from: 1) soliciting, advertising, selling, or providing in North Dakota any contracting services or merchandise, including, but not limited to, painting, and all other services and/or merchandise as defined in N.D.C.C. § 51-15-01(3); 2) 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; 3) soliciting or accepting from consumers advance payments or consumer deposits in connection with any sale of merchandise, as defined by N.D.C.C. § 51-15-01(3); 4) providing contracting services in North Dakota in violation of N.D.C.C. ch. 43-07; and 5) engaging in any sales or business activities in North Dakota, including soliciting, advertising or selling goods, services and/or merchandise as defined N.D.C.C. § 51-15-01(3), without a Transient Merchants license. Respondent also shall immediately **CEASE AND DESIST** from issuing any invoices or bills to North Dakota consumers for the sale of contracting 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 contracting services or merchandise or other services and/or merchandise as defined in N.D.C.C. § 51-15-01(3).

10. **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

11. **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. 43-07 may result in additional civil penalties of not more than \$5,000 per violation and is a Class A 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. chs. 51-15, 43-07, 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

12. **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. Respondent has the right to be represented by legal counsel at the hearing.

Dated this 18th day of March, 2014.

STATE OF NORTH DAKOTA

Wayne Stenehjem
Attorney General

BY:



Parrell D. Grossman, ID No. 04684

Assistant Attorney General

Director

Consumer Protection and
Antitrust Division

Office of Attorney General

Gateway Professional Center

1050 E. Interstate Ave., Suite 200

Bismarck, ND 58503-5574

(701) 328-3404

STATE OF NORTH DAKOTA
OFFICE OF ATTORNEY GENERAL

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

Petitioner,

-vs-

THOMAS DOHLEMAN doing business as
TOM'S PAINTING

Respondent.

**AFFIDAVIT OF
SERVICE BY CERTIFIED MAIL;
FIRST CLASS MAIL AND EMAIL**

CPAT # 130315.001

STATE OF NORTH DAKOTA)
) ss
COUNTY OF BURLEIGH)

Alexis Bieber states under oath as follows:

1. I swear and affirm upon penalty of perjury that the statements made in this affidavit are true and correct and made upon personal knowledge.

2. I am of legal age and on the 18th day of March, 2014, I served **CEASE AND DESIST ORDER, NOTICE OF CIVIL PENALTY AND NOTICE OF RIGHT TO REQUEST A HEARING AND AFFIDAVIT OF SERVICE BY CERTIFIED MAIL, FIRST CLASS MAIL, AND EMAIL** upon the following by placing a true and correct copies thereof in an envelope addressed as follows:

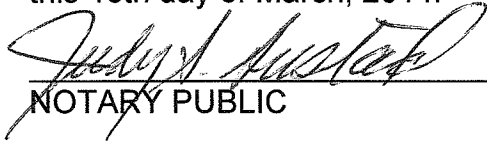
FIRST CLASS MAIL
THOMAS DOHLEMAN
PO BOX 522
DILWORTH MN 56529-0522

RETURN RECEIPT # 7011 1570 0001 5793 8931
THOMAS DOHLEMAN
PO BOX 522
DILWORTH MN 56529-0522

and depositing the same, with postage prepaid, in the United States mail at Bismarck,
North Dakota.


ALEXIS BIEBER

Subscribed and sworn to before me
this 18th day of March, 2014.


NOTARY PUBLIC

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[News Release](#)

