

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

STATE OF NORTH DAKOTA EX REL.  
DREW H. WRIGLEY, ATTORNEY  
GENERAL,

Plaintiff,

vs.

GEORGE W. LAFAVE, BY GEORGE  
BUILDINGS, LLC,

Defendant.

Case No. 08-2022-CV-01952

**ORDER GRANTING MOTION FOR  
SUMMARY JUDGMENT**

**INTRODUCTION**

[¶1] This matter is before the Court on plaintiff, State of North Dakota ex rel. Drew H. Wrigley, Attorney General (“State”), *Motion for Summary Judgment*. Doc. No. 8-9. Defendants, George W. Lafave, By George Buildings, LLC (“Defendants”), were served with the State’s *Motion for Summary Judgment* by mail on October 6, 2022. Doc. No. 23. Under Rule 56(c)(1) of the North Dakota Rules of Civil Procedure, “[a]n opposing party has 30 days after service of a brief to serve and file an answer brief and supporting documents.” N.D.R.Civ.P. 56(c)(1). Over 50 days have elapsed since the defendant was served with the State’s *Motion*.

[¶2] In its *Motion*, the State seeks an Order for Judgment concluding that, as a matter of law, Defendants engaged in practices declared to be unlawful under N.D.C.C. § 51-15-02. Doc. No. 8. The State seeks summary judgment finding the Defendants violated N.D.C.C. chs. 43-07 and 51-15. *Id.* Because Defendants have failed to respond to the State’s *Complaint*, the State’s *Motion for Summary Judgment*, or otherwise appear in this matter, the Defendants are deemed to have admitted the allegations raised in the *Complaint* and concedes that the State’s *Motion for*

*Summary Judgment* is meritorious.

[¶3] For the reasons set forth below, and upon a finding that there is no genuine issue of material fact, the State of North Dakota is entitled to judgment as a matter of law.

#### UNCONTROVERTED FACTS

[¶4] The State initiated this action on August 16, 2022. *Doc. No. 3*. Defendants were personally served on August 16, 2022. *Doc. Nos. 3-4*. To date, the Defendants have not responded to the State's *Complaint*, the State's *Motion for Summary Judgment*, or otherwise appeared in this matter. By this failure to respond the Defendants are deemed to have admitted the allegations contained in the State's *Complaint*.

[¶5] The Defendants have not disputed or contested the facts asserted by the State in its *Complaint* and *Motion for Summary Judgment*. Those undisputed facts, as outlined in the *Complaint*, are provided below. *Doc. Nos. 2 & 9*.

***A. In violation of N.D.C.C. §§ 43-07-14(1)(d) and 51-15-02, Defendants made false or misleading statements on their contractor license renewal applications.***

[¶6] On September 20, 2019, the Defendants submitted a Contractor License Application to the North Dakota Secretary of State to obtain a contractor license. *Id.* In April 2020 and March 2021, the Defendants submitted a Contractor License Renewal Application to the Secretary of State to renew their contractor license. *Id.* On all three applications, the Defendants answered "No" in response to the question:

Has the applicant or a corporation, limited liability company, or partnership of which the applicant is or was an officer or partner, been charged with a civil lawsuit in which fraud or misrepresentation was charged or alleged?

And the question:

Are there any judgments, arbitration awards, mechanics liens, or federal or state tax liens against the applicant or a corporation, limited liability company, or partnership of which the applicant is an officer or partner, in North Dakota or

elsewhere?

*Doc. Nos. 15-16.* Then, on September 8, 2021, the Defendants were sued for fraud. *See* Case No. 08-2021-CV-01904.

[¶7] In March 2022, the Defendants submitted another Contractor License Renewal Application to the Secretary of State. *Doc. Nos. 2 & 9.* On the application, the Defendants answered “No,” in response to the question:

Has the applicant or a corporation, limited liability company, or partnership of which the applicant is or was an officer or partner, been charged with a civil lawsuit in which fraud or misrepresentation was alleged?

*Doc. No. 17.* In contrast to the Defendants response, they had already been sued for fraud. *See* Case No. 08-2021-CV-01904. Also on the application for renewal in 2022, the Defendants answered, “Previously disclosed to the Secretary of State” in response to the question:

Are there any judgments, arbitration awards, mechanics liens, or federal or state tax liens against the applicant or a corporation, limited liability company, or partnership of which the applicant is an officer or partner, in North Dakota or elsewhere?

*Doc. No. 17.* Contrary to their response, Defendants had not previously disclosed to the Secretary of State there were judgments against them. *Doc. Nos. 2 & 9.* In their prior responses, the Defendants did not disclose judgments entered against them. *Id.*

[¶8] For example, the Defendants did not disclose that a judgment of \$406.00 had been entered against Mr. Lafave on July 26, 2019. *See* Case No. 08-2019-CV-02414. Also, Defendants did not disclose that a judgment of \$29,784.43 had been entered against them on October 29, 2020. *See* Case No. 08-2020-CV-02757. Defendants’ responses that they had not been charged with fraud in a civil lawsuit, (when they had in fact been charged with fraud in a civil lawsuit), was false or misleading and in violation of N.D.C.C. §§ 43-07-14(1)(d) and 51-15-02. In addition, Defendants’ response that they had previously disclosed judgments entered

against them, (when they had never disclosed judgments entered against them), is misleading and in violation of N.D.C.C. §§ 43-07-14(1)(d) and 51-15-02.

***B. In violation of N.D.C.C. § 43-07-14(1)(a), Defendants abandoned consumer projects after receiving a deposit.***

[¶9] The Defendants abandoned several consumer projects after receiving a deposit. In all cases, when contracting, the Defendants were acting in the capacity of a “contractor” within the meaning of N.D.C.C. § 43-07-01(1). Three specific cases are outlined below.

[¶10] Around May 2020, the Defendants contracted with Timothy Gross to construct a building, to roof and side two other buildings, and perform other related work for a total contract price of approximately \$28,500. *Doc. Nos. 2, 9, & 10*. In total, the Defendants received \$28,500 from Mr. Gross. *Id.* The Defendants did not complete the project. *Id.* Because the Defendants did not complete the project within 180 days of the contract date, on or before November 12, 2020, Defendants presumptively abandoned their contract with Mr. Gross under N.D.C.C. § 43-07-14(1)(a)(2).

[¶11] This abandonment of the contract with Mr. Gross constitutes a violation of N.D.C.C. §§ 43-07-14(1)(a) and 51-15-02.

[¶12] Next, around April 2021, the Defendants contracted with Tammy Iglehart to construct a stable with a heated tack room for a total contract price of approximately \$66,782. *Doc. Nos. 2, 9, & 11*. Under the contract, the defendants solicited and accepted a payment of \$23,373 from Ms. Iglehart. *Id.* The Defendants intended Ms. Iglehart to rely on the contract they entered into with her. *Id.* The Defendants did not complete the project, and because they did not complete the project within 180 days of the contract date, on or before October 21, 2021, the Defendants presumptively abandoned their contract with Ms. Iglehart under N.D.C.C. § 43-07-14(1)(a)(2).

[¶13] This abandonment of the contract with Ms. Iglehart constitutes a violation of N.D.C.C. §§

43-07-14(1)(a) and 51-15-02.

[¶14] Next, around June 2021, Defendants contracted with Rebecca Iglehart to repair her roof for a total contract price of approximately \$6,000. *Id.* Pursuant to their contract with Rebecca Iglehart, Defendants solicited and accepted a payment of \$6,000 from Rebecca Iglehart. *Id.* The Defendants intended Rebecca Iglehart to rely on the contract they entered into with her, and failed to complete the project. *Id.* The Defendants did not complete Rebecca Iglehart's project within the 180 days of the contract, on or before October 21, 2021, and as such, presumptively abandoned their contract with Rebecca Iglehart under N.D.C.C. § 43-07-14(1)(a)(2).

[¶15] This abandonment of the contract with Rebecca Iglehart constitutes a violation of N.D.C.C. §§ 43-07-14(1)(a) and 51-15-02.

***C. In violation of N.D.C.C. § 51-15-02, Defendants contracted with consumers when they were undercapitalized***

[¶16] Before contracting with the previously listed North Dakota consumers, the Defendants did not disclose to clients and potential clients that the company was undercapitalized. *Doc. Nos. 2 & 9.* As a result of the undercapitalization, the Defendants were unable to obtain materials or compensate workers to complete the projects. *Id.* Mr. Lafave testified on behalf of the company that his business was undercapitalized and agreed that the company intended its clients to rely upon its contracts. *Id.* Due to the lack of disclosure by the Defendants that the company was undercapitalized, their clients were unaware that the Defendants may be unable (and in fact were unable) to keep its promise to complete their project in exchange for large advance deposits. The Court finds that as a result, the failure to disclose the undercapitalization to clients and potential clients is a deceptive act or practice, fraud, false pretense, false promise, or misrepresentation in violation of N.D.C.C. § 51-15-02.

## LAW AND DECISION

A. *Defendants Have Failed to File an Answer or Otherwise Appear*

[¶17] 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). Further, [a]n allegation—other than one relating to the amount of damages—is admitted if a responsive pleading is required and the allegation is not denied. If a responsive pleading is not required, an allegation is considered denied or avoided.” N.D.R.Civ.P. 8(b)(6). Here, the *Summons* and *Complaint* were served on the Defendants on August 16, 2022. *Doc. No. 3*. As of November 29, 2022, the Defendants have not filed an answer to the *Complaint*, or otherwise appeared in this matter. Since a responsive pleading is required under N.D.R.Civ.P. 12(a)(1)(A), N.D.R.Civ.P. 8(b)(6) provides that the Defendants have admitted the allegations in the *Complaint*.

[¶18] Additionally, the Defendants failed to submit a response to the State’s *Motion for Summary Judgment*, and under N.D.R.Ct. 3.2(c), the Court is permitted to deem the failure to respond as an admission that the State’s *Motion* is meritorious. Specifically, N.D.R.Ct. 3.2(c) provides the following:

**Failure to File Briefs.** Failure to file a brief by the moving party may be deemed an admission that, in the opinion of party or counsel, the motion is without merit. Failure to file a brief by the opposing party may be deemed an admission that, in the opinion of party or counsel, the motion is meritorious. Even if an answer brief is not filed, the moving party must still demonstrate to the court that it is entitled to the relief requested.

N.D.R.Ct. 3.2(c). Thus the Court can interpret the Defendant’s failure to provide an answer brief to the State’s *Motion* as an admission that the State’s *Motion* is meritorious. However, the State still needs to demonstrate they are entitled to the relief requested.

[¶19] The Defendants were served on the State’s *Motion for Summary Judgment* on October 6, 2022. *Doc. No. 23*. Under Rule 56(c)(1) of the North Dakota Rules of Civil Procedure, “[a]n

opposing party has 30 days after service of a brief to serve and file an answer brief and supporting documents.” As of November 29, 2022, the Defendants have not served and filed an answer brief to the State’s *Motion*, nor have they appeared in any form in this matter. As a result, pursuant to N.D.R.Ct. 3.2(c), the Court finds the Defendants failure to respond to the State’s *Motion*, or otherwise appear, is an admission that the State’s *Motion* is meritorious. Further, based on the allegations contained in the *Complaint*, the State’s *Brief in Support of Motion for Summary Judgment*, and the exhibits filed in support of the *Motion for Summary Judgment*, the Court determines the State has demonstrated it is entitled to the relief requested. *See Doc. Nos. 2, 8-19.*

**B. Summary Judgment: Standard of Review**

[¶20] Rule 56(c)(3) of the North Dakota Rules of Civil Procedure directs a trial court to enter summary judgment “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.”

[¶21] The standard for summary judgment is well established:

Summary judgment is a procedural device for the prompt resolution of a controversy on the merits without a trial if there are no genuine issues of material fact or inferences that can reasonably be drawn from undisputed facts, or if the only issues to be resolved are questions of law. A party moving for summary judgment has the burden of showing there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law. . . . [W]e must view the evidence in the light most favorable to the party opposing the motion, and that party will be given the benefit of all favorable inferences which can reasonably be drawn from the record.

[¶22] *Golden v. SM Energy Co.*, 2013 ND 17, ¶ 7, 826 N.W.2d 610, 615 (quoting *Hamilton v. Woll*, 2012 ND 238, ¶ 9, 823 N.W.2d 754. However, the non-moving party “cannot simply rely on the pleadings or on unsupported conclusory allegations.” *American Federal Bank v.*

*Grommesh*, 2021 ND 228, ¶ 6, 968 N.W.2d 164. For example, “[f]actual assertions in a brief do not raise an issue of material fact.” *Kemp v. City of Grand Forks*, 523 N.W.2d 406, 408 (N.D. 1994).

[¶23] The North Dakota Supreme Court has made clear:

A party resisting a motion for summary judgment has the responsibility of presenting competent admissible evidence by affidavit or other comparable means and, if appropriate, drawing the court’s attention to evidence in the record setting out the page and line in depositions or other comparable document containing testimony or evidence raising a material fact issue, or from which the court may draw an inference creating a material fact issue. In summary judgment proceedings the trial court has no legal obligation, judicial duty, or responsibility to search the record for evidence opposing the motion for summary judgement.

*First Nat. Bank of Hettinger v. Clark*, 332 N.W.2d 264, 267 (N.D. 1983) (internal citations omitted). Also, “mere speculation is not enough to defeat a motion for summary judgment.” *Iglehart v. Iglehart*, 2003 ND 154, ¶ 10, 670 N.W.2d 343.

[¶24] Rather, there needs to be enough evidence for a reasonable jury to find for the plaintiff; “[a] scintilla of evidence is not sufficient to support a claim.” *Id.* If reasonable people “can reach only one conclusion from the evidence, a question of fact may become a matter of law for the court to decide.” *American Federal Bank v. Grommesh*, 2021 ND 228, ¶ 6, 968 N.W.2d 164. “Summary judgment is appropriate against a party who fails to establish the existence of a factual dispute on an essential element of his claim.” *Collette v. Clausen*, 2003 ND 129, ¶ 14, 667 N.W.2d 617 (quoting *Kimball v. Landeis*, 2002 ND 162, ¶ 5, 652 N.W.2d 330).

[¶25] “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)).

[¶26] Here, the Defendants have not responded or otherwise appeared in this matter. Specifically, the Defendants have not filed an answer to the State's *Complaint* as required under N.D.R.Civ.P. 12(a)(1)(A). As a result, the Defendants have admitted the allegations in the State's *Complaint*. N.D.R.Civ.P. 8(b)(6). Further, since the Defendants have not filed any form of a response to the State's *Motion for Summary Judgment*, the Court deems the failure to respond as an admission that the State's *Motion* is meritorious. N.D.R.Ct. 3.2(c).

[¶27] The defendants have not shown there is any genuine issue for trial or that any material fact is in dispute. The only factual assertions presented to the Court are provided by the State and are uncontested and undisputed. These facts show the Defendants were in violation of N.D.C.C. chs. 43-07 and 51-15.

[¶28] Thus, based on the allegations contained in the *Complaint*, the State's *Brief in Support of Motion for Summary Judgment*, and the exhibits filed in support of the *Motion for Summary Judgment*, the Court determines the State has demonstrated it is entitled to the relief requested, and accordingly outlines judgment below. *See Doc. Nos. 2, 8-19.*

### ORDER FOR JUDGMENT

[¶29] The Court, having reviewed the file and records herein, including the State's *Motion for Summary Judgment* with supporting documents, **ORDERS, ADJUDGES AND DECREES** as follows:

[¶30] Because there are no genuine issues of material fact, the State's *Motion for Summary Judgment*, in all respects, is **HEREBY GRANTED**.

[¶31] Defendants are adjudged in violation of the consumer fraud law and N.D.C.C. § 51-15-02 for engaging in deceptive acts and practices alleged in the *Complaint*, including for solicitation

of advance payments from consumers and then failing to provide the product and service.

[¶32] Defendants are 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.

[¶33] Defendants, their agents, employees, representatives, assigns, and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are permanently enjoined and restrained from directly or indirectly making false statements, false promises, or misrepresentations and the 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.

[¶34] Defendants, their agents, employees, representatives, assigns, and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are 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).

[¶35] Defendants, their agents, employees, representatives, assigns and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are enjoined and restrained from the advertising or sale of contracting and home improvements, repairs, or services, including elevator servicing and repair, in accordance with Paragraph 30(F), *infra*.

[¶36] That, pursuant to N.D.C.C. § 51-15-07, Defendants, their agents, employees, representatives, assigns, and all other persons in active concert or participation with them, are

permanently enjoined and restrained from engaging in sales of contracting and home improvements, repairs, or services. Notwithstanding the permanent injunction, Defendants may engage in future contracting services if Defendants apply to the Attorney General and the Court to lift the permanent injunction and the Court finds Defendants have 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. Defendants have paid in full restitution to all consumers that have paid Defendants advance payments for services not performed or merchandise not delivered in the State of North Dakota, including Timothy Gross, Tammy Iglehart, and Rebecca Iglehart; and
3. Defendants have paid all amount owed to the State pursuant to entry of judgment herein.

[¶37] If the Court thereafter finds, pursuant to an agreement between the Attorney General and Defendants, or after a hearing, that Defendants are sufficiently rehabilitated pursuant to the terms and conditions herein, Defendants, upon order of the Court, may engaged in contracting provided they have complied with all requirements appropriate and necessary for the work to be undertaken by them.

[¶38] “Pay in full” or “paid in full” means 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.

[¶39] Plaintiff shall have Judgment against Defendants in the amount of \$2,000.00 for civil penalties, as authorized by N.D.C.C. § 51-15-11.

[¶40] Plaintiff shall have judgment against Defendants in the amount of \$1,554.00 for costs, expenses, and attorney’s fees as authorized by N.D.C.C. § 51-15-10, incurred by the Attorney General in the investigation and prosecution of this action, pursuant to the *State’s Statement of*

*Costs, Attorney Fees, and Investigation Fees.*

[¶41] Defendants, 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 declared to be unlawful under N.D.C.C. § 51-15-02.

[¶42] That, pursuant to N.D.C.C. § 51-15-07, Defendants' contractor's license is ordered revoked or cancelled.

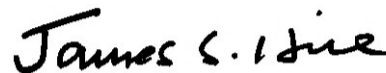
[¶43] That, pursuant to N.D.C.C. § 51-15-07, Defendant By George, LLC is ordered involuntarily dissolved.

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

[¶45] **IT IS SO ORDERED.**

Dated this 1st day of December, 2022.

BY THE COURT:



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James Hill, District Judge  
South Central Judicial District

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

STATE OF NORTH DAKOTA EX REL.  
DREW H. WRIGLEY,  
ATTORNEY GENERAL,

Civil No. 08-2022-CV-01952

Plaintiff,

-vs-

GEORGE W. LAFAVE, BY GEORGE  
BUILDINGS, LLC,

**JUDGMENT**

Defendants.

¶1 This action came on before the Honorable James S. Hill, Judge of the Burleigh County District Court, South Central Judicial District, on a Motion for Summary Judgment, filed by Plaintiff, the State of North Dakota, on the relation of Drew H. Wrigley, Attorney General, and served upon Defendants by mail on October 6, 2022. Defendants 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. Defendants are adjudged in violation of the consumer fraud law and N.D.C.C. § 51-15-02 for engaging in the deceptive acts and practices alleged in the Complaint, including for soliciting advance payments from consumers and then failing to provide the product and service.

B. Defendants are 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. Defendants, their agents, employees, representatives, assigns, and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are 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. Defendants, their agents, employees, representatives, assigns, and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are 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).

E. Defendants, their agents, employees, representatives, assigns and all other persons in active concert or participation with them, pursuant to N.D.C.C. § 51-15-07, are enjoined and restrained from the advertising or sale of contracting and home improvements, repairs, or services, including elevator servicing and repair, in accordance with Paragraph 30(F), *infra*.

F. That, pursuant to N.D.C.C. § 51-15-07, Defendants, their agents, employees, representatives, assigns, and all other persons in active concert or participation with them, are permanently enjoined and restrained from engaging in sales of contracting and home improvements, repairs, or services. Notwithstanding the permanent injunction, Defendants may engage in future contracting services if Defendants apply to the Attorney General and the Court to lift the permanent

injunction and the Court finds Defendants have 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. Defendants have paid in full restitution to all consumers that have paid Defendants advance payments for services not performed or merchandise not delivered in the State of North Dakota, including Timothy Gross, Tammy Iglehart, and Rebecca Iglehart; and
3. Defendants have 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 Defendants, or after a hearing, that Defendants are sufficiently rehabilitated pursuant to the terms and conditions herein, Defendants, upon order of the Court, may engage in contracting provided they have complied with all requirements appropriate and necessary for the work to be undertaken by them.

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

H. Plaintiff shall have Judgment against Defendants in the amount of \$1,554.00 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.

I. Defendants, 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 Defendants by means of any practice declared to be unlawful under N.D.C.C. § 51-15-02.

J. That, pursuant to N.D.C.C. § 51-15-07, Defendants' contractor's license is ordered revoked or cancelled.

K. That, pursuant to 51-15-07, Defendant By George, LLC is ordered involuntarily dissolved.

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

M. 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: 12/2/2022 10:11:35 AM

**CLERK OF DISTRICT COURT**

*Jackie Keller*

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**08-2022-CV-01952**