

STATE OF NORTH DAKOTA

IN DISTRICT COURT

BURLEIGH COUNTY

SOUTH CENTRAL JUDICIAL DISTRICT

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

Civil No. 08-2016-CV-00358

Plaintiff,

CONSENT JUDGMENT

-vs-

CRAIG KELLER doing business as
PERFECTION PLUS CONTRACTING

Defendant

CPAT# 080281.006

1. This action having been presented to the Court on stipulation between the Plaintiff State of North Dakota, by and through Assistant Attorney General Parrell D. Grossman, Consumer Protection and Antitrust Division of the Office of Attorney General, and Craig Keller doing business as Perfection Plus Contracting, in the form of a Consent to Entry of Order and Judgment ("Consent Order and Judgment"), and the Court having reviewed the Parties' agreement and having ordered that Judgment be entered as agreed by the parties; **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED 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. The court has personal jurisdiction over the Defendant Craig Keller and the court has subject matter jurisdiction pursuant to N.D.C.C. § 51-15-07.

4. The venue of this action in Burleigh County is proper under N.D.C.C. §§ 28-04-03 and 28-04-05 because the Defendant Craig Keller resides in Burleigh County, has transacted business in Burleigh County, and all or part of the cause of action arose in Burleigh County.

5. Defendant Craig Keller hereby accepts and expressly waives any defect in connection with service of process issued by the Plaintiff on Defendant.

6. Defendant Craig Keller admits operating as a contractor without obtaining the required contractor's license required by N.D.C.C. ch. 43-07.

7. Plaintiff, State of North Dakota ex rel. Wayne Stenehjem, Attorney General, alleges that Defendant Craig Keller violated N.D.C.C. § 51-15-02 by operating without a contractor's license as required by N.D.C.C. ch. 43-07 and misrepresenting to consumers when he would finish their home improvement projects.

8. Defendant Craig Keller, pursuant to N.D.C.C. § 51-15-07, his agents, employees, representatives, assigns, and all other persons in active concert or participation with them are permanently enjoined and restrained from directly or indirectly engaging in acts or practices in violation of N.D.C.C. § 51-15-02 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.

9. Defendant Craig Keller, pursuant to N.D.C.C. § 51-15-07, his agents, employees, representatives, assigns, and all other persons in active concert or participation with them are permanently enjoined and restrained from directly or indirectly engaging in acts or practices in violation of N.D.C.C.

§ 51-15-02 in connection with the advertisement or sale of contracting services within the State of North Dakota.

10. Defendant Craig Keller, pursuant to N.D.C.C. § 51-15-07, is permanently enjoined from having a contractor's license pursuant to N.D.C.C. ch. 43-07 and from operating any contracting business in North Dakota. However, Defendant may be employed by a licensed contractor.

11. Defendant Craig Keller, pursuant to N.D.C.C. § 51-15-07, is permanently enjoined and restrained from soliciting or accepting from consumers advance payments or consumer deposits in connection with the sale of merchandise, as defined by N.D.C.C. § 51-15-01(3).

12. Defendant Craig Keller agrees he owes restitution in the amount of \$3,462 to Armin Treiber, 211 D St., Richardton, ND. Defendant agrees to pay Armin Treiber the full \$3,462 within ninety days of executing this agreement. If Craig Keller does not refund Armin Treiber within ninety days of executing this agreement, then Craig Keller agrees that the Attorney General may rescind this agreement and pursue contempt of court for violating this agreement and violating the courts previous Order for Default Judgment in Case No. 08-10-C-00701.

13. Within ninety (90) days of executing this agreement, Respondent shall pay the Attorney General the sum of One Thousand and No/100 Dollars (\$1,000) for civil penalties, attorney's fees, investigation costs, and expenses, however, the Attorney General will suspend \$500 of Respondent's payment if Respondent fully complies with this Consent to Entry of Order and Judgment. Respondent's payment shall be in the form of a check or money order payable to:

Office of Attorney General – North Dakota, and delivered to:

Parrell D. Grossman, Director
Consumer Protection & Antitrust Division
Office of Attorney General
Gateway Professional Center
1050 E. Interstate Ave., Suite 200
Bismarck, ND 58503-5574

14. The Plaintiff, State of North Dakota ex rel. Wayne Stenehjem, Attorney General, may apply to this court to amend this Judgment if the Attorney General receives a complaint from a North Dakota consumer that alleges they are owed a refund for a home improvement project that Defendant accepted an advance deposit for and allegedly failed to finish or deliver the materials. The Plaintiff, State of North Dakota ex rel. Wayne Stenehjem, Attorney General, can then assign to each individual consumer a part of the Judgment representing the amount owing to the individual consumer.

15. 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. Defendant agrees to pay a civil penalty of at least \$1,000 per violation for any violation of this Consent Order and Judgment; provided, however, the Attorney General shall not be precluded from seeking more than \$1,000 per violation. 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.

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

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

18. This stipulated Consent Order and Judgment is hereby accepted for entry of JUDGMENT for all purposes as set forth herein.

19. This Judgment is now entered this _____ day of _____, 2016, at Bismarck, North Dakota.

CLERK OF DISTRICT COURT

Signed: 2/11/2016 9:52:54 AM


Michele Bring

By: _____