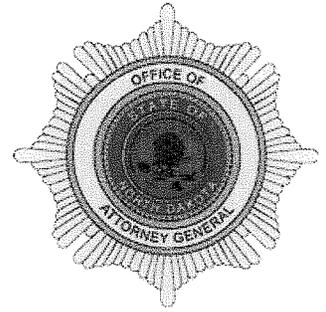




OFFICE OF ATTORNEY GENERAL
CONSUMER PROTECTION AND ANTITRUST DIVISION
GATEWAY PROFESSIONAL CENTER
1050 E INTERSTATE AVENUE, STE 200
BISMARCK, NORTH DAKOTA 58503-5574



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-

BRADLY TIMIAN doing business as
BT ROOFING & REMODELING

Respondent.

CPAT # 140239.003

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

Bradly Timian
c/o
Budget Inn Hotel
3600 Gateway Drive
Grand Forks, ND 58203

Bradly Timian
PO Box 280
Stanley, ND 58784-0280
and
PO Box 1518
Stanley, ND 58784
Email: Bradly_timian@yahoo.com

(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. 43-07, commonly referred to as the "Contractors 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 Bradly Timian, doing business as BT Roofing & Remodeling, has engaged in advertising and soliciting the sale of merchandise, including but not limited to, contracting services to repair roofs. Respondent engaged in contracting business and acted in the capacity of a contractor when the cost, value, or price of the job exceeded the sum of two thousand dollars. During this time, Respondent did not have a contractor's license as required by N.D.C.C. ch. 43-07.

3. The Attorney General's Consumer Protection Division began an investigation into Respondent's business practices after receiving a complaint from a consumer that Respondent had solicited and accepted an advance deposit in the amount of \$4,500 to tear off and replace his roof. Respondent represented to the consumer that he needed the \$4,500 down payment to purchase materials. However, Respondent never purchased the materials or performed any work, and ultimately stopped answering the consumer's calls after misrepresenting to him numerous times that he would start the project. The Attorney received another complaint alleging that Respondent had solicited and accepted \$3,000 from a consumer to shingle his home. Respondent had misrepresented that he needed the advance payment to purchase

materials, and then failed to deliver any materials. Respondent ignored the consumer's calls, and never began the project.

4. An investigator from the Attorney General's office contacted Respondent on June 19, 2015 to discuss the complaint, and during the telephone call Respondent admitted to entering into multiple contracts over \$2,000 and operating without a contractor's license. Respondent agreed to provide full refunds to both consumers. Therefore, the Attorney General attempted to resolve this matter with an Assurance of Voluntary Compliance in which Respondent would be required to discontinue all business in North Dakota and provide restitution to his victims. Respondent, however, has stopped communicating with the Attorney General, and failed to reach a formal agreement with the Attorney General to address and resolve the illegal conduct. Therefore, North Dakota consumers are subject to potential additional and future harm if Respondent continues to operate his business.

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, including but not limited to, expressly, impliedly, or by omission of a material fact, misrepresenting to consumers that Respondent 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.

6. 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, including but not limited to, expressly,

impliedly, or by omission of a material fact, misrepresenting to consumers that when he solicited and accepted their advanced payments that he would complete the work promised, and Respondent failed to do so.

7. Respondent has operated as a contractor in the state of North Dakota and has acted in the capacity of a contractor when the cost, value, or price of the job exceeded the sum of \$2,000. Respondent is not licensed as a contractor and it appears that Respondent has engaged in contracting activity in North Dakota without obtaining the required contractor's license pursuant to N.D.C.C. ch. 43-07.

ORDER

8. 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 and 43-07; **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, repairing roofs, 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); and 4) providing contracting services in North Dakota in violation of N.D.C.C. ch. 43-07. 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).

9. **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

10. **YOU, BRADLY TIMIAN, 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. 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 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.

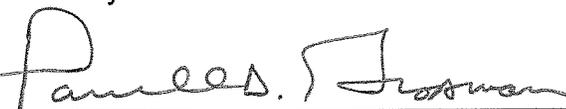
NOTICE OF RIGHT TO REQUEST HEARING

11. **YOU, BRADLY TIMIAN, 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, at the Respondent's expense.

Dated this 29th day of September, 2015.

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-

BRADLY TIMIAN doing business as
BT ROOFING & REMODELING

Respondent.

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

CPAT # 140239.003

STATE OF NORTH DAKOTA)
) ss
COUNTY OF BURLEIGH)

1. Alexis Bieber states under oath as follows:
2. I swear and affirm upon penalty of perjury that the statements made in this affidavit are true and correct and made upon personal knowledge.
3. I am of legal age and on the 29th day of September, 2015, I served (1) CEASE AND DESIST ORDER, NOTICE OF CIVIL PENALTY AND NOTICE OF RIGHT TO REQUEST A HEARING, and (2) AFFIDAVIT OF SERVICE BY EMAIL, CERTIFIED MAIL, AND FIRST CLASS MAIL upon the following by placing a true and correct copies thereof in an envelope addressed as follows:

FIRST CLASS MAIL
BRADLY TIMIAN
C/O BUDGET INN HOTEL
3600 GATEWAY DRIVE
GRAND FORKS ND 58203

FIRST CLASS MAIL
BRADLY TIMIAN
PO BOX 280
STANLEY ND 58784-0280

RETURN RECEIPT # 7013 1090 0000 5841 4524
BRADLY TIMIAN
C/O BUDGET INN HOTEL
3600 GATEWAY DRIVE
GRAND FORKS ND 58203

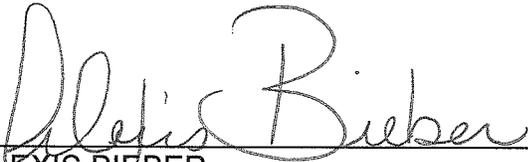
RETURN RECEIPT # 7011 2970 0003 8089 9811
BRADLY TIMIAN
PO BOX 280
STANLEY ND 58784-0280

FIRST CLASS MAIL
BRADLY TIMIAN
PO BOX 1518
STANLEY ND 58784

RETURN RECEIPT # 7013 1090 0000 5841 4463
BRADLY TIMIAN
PO BOX 1518
STANLEY ND 58784

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

4. Also on the 29th day of September, 2015, I served (1) CEASE AND DESIST ORDER, NOTICE OF CIVIL PENALTY AND NOTICE OF RIGHT TO REQUEST A HEARING and (2) AFFIDAVIT OF SERVICE BY EMAIL, CERTIFIED MAIL, AND FIRST CLASS MAIL upon Bradly Timian, dba BT Roofing and Remodeling by emailing the documents toBradly_timian@yahoo.com.


ALEXIS BIEBER

Subscribed and sworn to before me
this 29th day of September, 2015.


NOTARY PUBLIC

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