STATE OF NORTH DAKOTA	IN DISTRICT COURT
BURLEIGH COUNTY	SOUTH CENTRAL JUDICIAL DISTRICT
STATE OF NORTH DAKOTA EX REL. WAYNE STENEHJEM, ATTORNEY GENERAL, Plaintiff, -vs- STEVEN KAPFER, doing business as REBUILDING DREAMS, Defendant.	Civil No. 08-2016-CV-01328 **JUDGMENT** CPAT 130284.008

1. This action having been presented to the Court, the Honorable Bruce A. Romanick presiding, and the Court having ordered that Judgment be entered for the Plaintiff State of North Dakota against Defendant Steven Kapfer as follows:

2. IT IS NOW ORDERED, ADJUDGED AND DECREED:

a. That Defendant Steven Kapfer is 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.

b. That Defendant Steven Kapfer, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, pursuant to N.D.C.C. § 51-15-07, is 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.

c. That Defendant Steven Kapfer, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, pursuant to N.D.C.C. § 51-15-07, is 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).

d. That, for a period of five (5) years from entry of judgment, Defendant Steven Kapfer, his agents, employees, representatives, assigns and all other persons in active consort or participation with him, pursuant to N.D.C.C. § 51-15-07, is enjoined and restrained from the advertising or sale of contracting and home improvements, repairs, or services.

e. That, after five (5) years from entry of judgment, Defendant Steven Kapfer, his agents, employees, representatives, assigns and all other persons in active consort or participation with him, pursuant to N.D.C.C. § 51-15-07, is permanently enjoined and restrained from engaging in sales of contracting and home improvements, repairs, or services, including construction work, in the state of North Dakota unless Steven Kapfer has obtained a Contractor's License pursuant to N.D.C.C. ch. 43-07 and have complied with all contractor licensing requirements appropriate and necessary for the work to be undertaken by him, or Steven Kapfer is employed and supervised by a company or individual who has a Contractor's License, or Steven Kapfer is otherwise authorized by state law to provide services to improve real property in the state of North Dakota.

f. That, for a period of ten (10) years from entry of judgment, the Defendant Steven Kapfer, his agents, employees, representatives, assigns, and all other persons in active concert or participation with him, pursuant to N.D.C.C. § 51-15-07, is enjoined and restrained from 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).

g. That Defendant's actions constitute false pretense, false representation, and actual fraud.

h. That Plaintiff shall have Judgment against Defendant Steven Kapfer in the amount of $1,000.00 for civil penalties, pursuant to N.D.C.C. § 51-15-11.

i. That Plaintiff shall have Judgment against Defendant Steven Kapfer in the amount of $511.00 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.

j. That Defendant Steven Kapfer shall pay to Plaintiff the sum of $550.00, together with interest accruing thereon, as restitution for Surekha Sanathanmurthy.

k. That Defendant Steven Kapfer shall pay to Plaintiff the sum of $255.00, together with interest accruing thereon, as restitution for Tom Lipp.

l. That Defendant Steven Kapfer shall pay to Plaintiff the sum of $1195.00, together with interest accruing thereon, as restitution for Robert Dunn.

m. That Defendant Steven Kapfer shall pay to Plaintiff the sum of $3960.00, together with interest accruing thereon, as restitution for Janet Reineke.

n. That Defendant Steven Kapfer shall pay to Plaintiff the sum of $4000.00, together with interest accruing thereon, as restitution for George Keepseagle.

o. That Defendant Steven Kapfer shall pay to Plaintiff the sum of $2350.00, together with interest accruing thereon, as restitution for Steven Lippert.

p. That Defendant Steven Kapfer shall pay to Plaintiff the sum of $1800.00, together with interest accruing thereon, as restitution for Dawn Martin.

q. That Defendant Steven Kapfer, 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 Defendant by means of any practice declared to be unlawful under N.D.C.C. § 51-15-02.

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

s. The Judgment shall be entered as a money judgment for each individual consumer so that they may enforce the Judgment independent of each other.

t. If necessary, the Plaintiff, State of North Dakota ex rel. Wayne Stenehjem, Attorney General, shall have the right to assign to each individual consumer named in the Judgment, a part of the Judgment representing the amount owing to the individual consumer, as set forth in the Judgment.

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

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

Signed: 7/26/2016 4:43:29 PM

CLERK OF DISTRICT COURT

Michele Bring

Michele Bring

By: _____

08-2016-CV-1328