

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-01137

Plaintiff,

**SUMMARY JUDGMENT**

-vs-

TODAY'S HOMEWORK, INC., and  
RYAN DIETZ, individually,

Defendants.

CPAT 080301.071

[¶1] This action came on before the Honorable John Grinsteiner, 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 Wayne Stenehjem, Attorney General, and served upon Defendant by mail on July 15, 2016. Defendant failed to respond or otherwise appear in opposition to the 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. That Defendants Today's Homework, Inc. and Ryan Dietz be 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 Defendants Today's Homework, Inc. and Ryan Dietz, 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, be 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 Defendants Today's Homework, Inc. and Ryan Dietz, 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, be 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 Defendants Today's Homework, Inc. and Ryan Dietz, 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, be enjoined and restrained from the advertising or sale of contracting and home improvements, repairs, or services for a period of five (5) years and until Defendants refund and pay in full amounts owed to all consumers listed above and any other North Dakota consumers that have paid Defendants advance payments for services not performed or merchandise not delivered. "Pay 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.

- e. That, after five (5) years from entry of judgment and until Defendants refund and pay in full amounts owed to all consumers listed above and any other North Dakota consumers that have paid Defendants advance payments for services not performed or merchandise not delivered, Defendants Today's Homework, Inc. and Ryan Dietz, 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, be 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 Today's Homework, Inc. and Ryan Dietz have 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 them. "Pay 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.
- f. That, for a period of ten (10) years from entry of judgment, the Defendants Today's Homework, Inc. and Ryan Dietz, 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, be enjoined and restrained from soliciting or accepting from consumers advance payments or consumer deposits in excess of ten percent of the total contract price in connection with any sale of merchandise, as defined by N.D.C.C. § 51-15-01(3).

- g. That Plaintiff shall have Judgment against Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, in the amount of \$2,500.00 for civil penalties, pursuant to N.D.C.C. § 51-15-11.
- h. That Plaintiff shall have Judgment against Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, in the amount of \$551.00 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. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$26,000.00, together with interest accruing thereon, as restitution for Vivian Carlson.
- j. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$685.00, together with interest accruing thereon, as restitution for Christopher Rooke.
- k. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$17,400.00, together with interest accruing thereon, as restitution for Robert and Ruth Kleppe.
- l. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$4,400.00, together with interest accruing thereon, as restitution for Sandra Schmidt.
- m. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$12,000.00, together with interest accruing thereon, as restitution for Barry Stein.


- n. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$5,500.00, together with interest accruing thereon, as restitution for Toby Tuchscher.
- o. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$12,100.00, together with interest accruing thereon, as restitution for Curtis Blohm.
- p. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$28,641.00, together with interest accruing thereon, as restitution for Gerhard and Yvonne Socha.
- q. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$7,500.00, together with interest accruing thereon, as restitution for Leory Heilman.
- r. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$3,500.00, together with interest accruing thereon, as restitution for Chris Focke.
- s. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$13,000.00, together with interest accruing thereon, as restitution for Rosemary Moses.
- t. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, shall pay to Plaintiff the sum of \$1,800.00, together with interest accruing thereon, as restitution for Curtis Schmidt.
- u. That Defendants Today's Homework, Inc. and Ryan Dietz, jointly and severally, 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.

- v. That Plaintiff may apply to this Court to amend this Judgment if Plaintiff receives additional complaints from North Dakota consumers who allege conduct that constitutes additional violations of N.D.C.C. chs. 43-07 or 51-15 that Defendants failed to disclose pursuant to Plaintiff's First Set of Interrogatories, Requests to Admit, and Requests for Production of Documents. If Plaintiff applies to this Court to amend this Judgment, then Plaintiff agrees to serve Defendants with notice of the application.
- w. The Judgment entered shall be a Judgment for which execution may issue.
- x. 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.
- y. Interest shall accrue on this Judgment in accordance with the interest rate on judgments as provided by N.D.C.C. § 28-20-34.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Signed: 9/14/2016 4:55:35 PM  
CLERK OF DISTRICT COURT

  
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By: \_\_\_\_\_