

STATE OF MAINE
FRANKLIN, ss.

SUPERIOR COURT
CIVIL ACTION
Docket No.: _____

STATE OF MAINE,

Plaintiff

v.

NOAH STANLEY and
NS PAVING LLC,

Defendants.

COMPLAINT

I. INTRODUCTION

1. Attorney General Aaron M. Frey brings this action in the public interest on behalf of the State of Maine against Defendants Noah Stanley and NS Paving LLC, pursuant to 5 M.R.S.A. § 209 of the Maine Unfair Trade Practices Act (the “UTPA,” 5 M.R.S.A. §§ 205-A - 214) (Westlaw April 11, 2023).

2. For several years, Defendants Noah Stanley and NS Paving LLC have approached customers at their homes and pressured them into accepting “discounted” paving services. The story is the same each time: Stanley claimed that he had just finished a nearby job and had some leftover asphalt that he could use to pave the customer’s driveway at a discount. The catch is that the customer must accept the offer immediately. After customers accepted these offers with the mistaken belief that they were receiving a good deal, Defendants refused to provide legally required contracts, illegally began work during customers’ three-day right of avoidance period; unilaterally and illegally inflated prices after completing a substantial portion of work; provided

shoddy workmanship; and failed to honor implied warranties applicable to their work – all without the necessary licensure.

3. Now Defendants are hampering the Attorney General's investigation into their illegal practices by intentionally withholding documents they were required to produce and otherwise failing to comply with the investigation as required by law.

4. Accordingly, the Attorney General seeks injunctive relief and monetary remedies, including restitution, disgorgement, and civil penalties, for Defendants' unfair and deceptive acts and practices. The Attorney General also seeks relief from Defendants' failure to comply with his investigation of their conduct.

II. THE PARTIES

5. Plaintiff State of Maine (the "State") is a sovereign state that brings this action by and through its Attorney General pursuant to 5 M.R.S.A. §§ 191 and 209, and the powers vested in him by common law.

6. Defendant Noah Stanley ("Stanley") is an individual residing in Wilton, Maine.

7. Defendant NS Paving LLC ("NS Paving" and, collectively with Stanley, the "Defendants") is a Maine limited liability company with a principal place of business in Wilton, Maine.

III. JURISDICTION AND VENUE

8. The Court has personal jurisdiction over Defendants pursuant to 14 M.R.S.A. § 704-A (Westlaw April 11, 2023).

9. This Court has subject matter jurisdiction over this action pursuant to 5 M.R.S.A. § 209 and 4 M.R.S.A. § 105 because Defendants engaged in trade or commerce under 5 M.R.S.A. § 206(3) that directly affected consumers in Maine.

10. Venue is proper in Franklin County pursuant to 5 M.R.S.A. §§ 209 and 212.

IV. STATUTORY BACKGROUND

A. Unfair Trade Practices Act

11. Section 207 of the UTPA provides that “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are declared unlawful.”

12. Under section 209, the Attorney General may bring an action when he “has reason to believe that any person is using or is about to use any method, act or practice declared by section 207 to be unlawful, and that proceedings would be in the public interest.”

13. The Attorney General may bring the action to

restrain by temporary or permanent injunction the use of such method, act or practice and the court may make such other orders or judgments as may be necessary to restore to any person who has suffered any ascertainable loss by reason of the use or employment of such unlawful method, act or practice, any moneys or property, real or personal, which may

have been acquired by means of such method, act or practice. . . .

5 M.R.S.A. § 209.

14. Under section 209, each intentional violation of section 207 of the UTPA is a civil violation for which a penalty of up to \$10,000 may be imposed.

15. Should the State prevail in an action brought pursuant to section 209, it is entitled to recover its litigation costs, including court costs, reasonable attorneys' fees, and reasonable expert witness fees. 14 M.R.S.A. § 1522(1)(A) (Westlaw April 11, 2023).

16. Under section 211 of the UTPA, the Attorney General, "whenever he believes any person to be or to have been in violation of [the UTPA], may examine or cause to be examined for that purpose, any books, records, papers and memoranda of whatever nature relevant to such alleged violation." 5 M.R.S.A. § 211.

17. To exercise his authority to compel the examination of documents under section 211, the Attorney General may issue a notice, known as a Civil Investigative Demand ("CID"), to the person or persons believed to be in violation of the UTPA.

18. Section 212 of the UTPA provides that "[a] person upon whom a notice is served pursuant to section 211 shall comply with the terms thereof unless otherwise provided by the order of a court of this State" and that any person who fails to comply with a CID "shall be subject to a civil penalty of not more than \$5,000 payable to the State to be recovered in a civil action."

B. Consumer Solicitation Sales Act

19. The Consumer Solicitation Sales Act, 32 M.R.S.A. §§ 4661-4771 (Westlaw April 11, 2023), establishes specific requirements for contracts for merchandise¹ that result from a seller's direct contact with a consumer.

20. Among the requirements are that a contract must:

- a. Be in writing;
- b. Bear the signature of the seller and the consumer;
- c. Contain the date of the transaction;
- d. Contain the terms of the sale or offer;
- e. Contain the name and the mailing address of the seller's permanent place of business;
- f. Contain a statement of the consumer's right to avoid;² and

¹ Merchandise is defined as "any objects, wares, goods, commodities, intangibles or services." 32 M.R.S.A. § 4661(2).

² Section 4663 sets out a consumer's right of avoidance:

Where merchandise is sold or contracted to be sold, whether under a single contract or under multiple contracts, to a consumer as a result of or in connection with a salesman's direct contact accomplished by means of and including, but not limited to, a personal visit or telephone call, upon the consumer other than at the seller's place of business, without the consumer soliciting the initial contact or sale, the consumer may void the contract or sale by giving notice of his intention not to be bound by the contract or sale and returning or making available for return any merchandise delivered pursuant to the terms of this subchapter.

g. Contain a statement of limitation.³

21. This written contract must be provided to the consumer immediately upon the consumer signing. 32 M.R.S.A. § 4662.

22. A seller may not begin performance during the right-to-avoid period if the seller is affixing merchandise permanently to a consumer's real estate. 32 M.R.S.A. § 4664-A.

23. If a consumer provides written notice of avoidance to the seller, the seller must return the full amount of any payment made by the consumer under the contract within 15 days of the effective date of the notice of avoidance. 32 M.R.S.A. § 4664.

24. A seller may not make misrepresentations, create false impressions, or make promises the seller does not intend to perform or knows he will not perform. 32 M.R.S.A. § 4671.

25. A violation of the Consumer Solicitation Sales Act is a violation of the UTPA. 32 M.R.S.A. § 4670.

C. Door-to-Door Home Repair Transient Sellers Act

26. The Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§ 14501-14513, requires every contract for home repair services provided by a transient seller of home repair services to meet the written contract requirements of the Consumer Solicitation Sales Act. 32 M.R.S.A. § 14503(1).

³ Section 4664-A provides the mandatory statement of limitation: "If the contract requires the seller to affix merchandise permanently to real estate or its appurtenances, then the seller may not begin performance as long as the consumer has the right to cancel."

27. Under section 14504, transient sellers of home repair services must obtain a door-to-door sales license before engaging in door-to-door sales of home repair services.

28. Transient sellers of home repair services must include the seller's door-to-door sales license number on all contracts. 32 M.R.S.A. § 14506.

29. Under section 14512(2), the Attorney General may seek civil penalties for violations of the Door-to-Door Home Repair Transient Sellers Act, the amounts of which increase depending on the number of violations and the age of the injured consumer.

30. Under section 14512(3), a transient seller of home repair services who fails to obtain a license commits an unfair trade practice in violation of section 207 of the UTPA.

V. FACTS

Defendants' Paving Activities

31. Since no later than July 2019, Defendants have provided asphalt paving services to residential and commercial customers throughout Maine.

32. Defendant Stanley provided these services using various business or trade names, including Commercial Paving of Maine,⁴ LL Paving, NorthStar Road & Parking Lot Repairmen, NS Paving, and Noah Stanley Paving.

⁴ Commercial Paving is a Maine corporation owned and operated by Defendant Noah Stanley's relative, Lushie Stanley. On information and belief, Lushie Stanley and Defendant Noah Stanley are cousins, and they are married to a pair of sisters.

33. Defendants were not licensed as door-to-door sellers of home repair services in the State of Maine until September 2, 2022, when NS Paving received its license.

34. On information and belief, Defendants did not seek to be licensed as door-to-door sellers of home repair services licensed in the State of Maine until August 2022.

35. Defendants and/or individuals who worked for Defendants and who were acting on Defendants' behalf or at their direction have gone "door-to-door" to solicit customers in Maine at least five times since July 2019.

36. On information and belief, Defendant Stanley has falsely represented at least five times to potential customers since July 2019 that he has leftover asphalt from a previous job that he can provide to them at a discounted price. On those occasions, Defendant Stanley then told potential customers that the customer must accept his offer immediately to get the discounted price.

37. At least four times since August 2019, Defendants began providing paving services during the customer's three-day avoidance period. On at least one of those occasions, Defendants began providing paving services before the customer accepted Defendants' offer and then pressured the customer into paying more than \$10,000 by telling the customer that Defendants enjoyed physically attacking people.

38. On information and belief, on at least five occasions since July 2019, Defendants have not provided written contracts to customers they obtained from door-to-door solicitations and/or direct contact, and thus did not provide customers with

contracts that included the terms required by the Consumer Solicitation Sales Act and the Door-to-Door Home Repair Transient Sellers Act.

39. On at least two occasions since October 2019, Defendants have refused to give contracts and/or receipts to customers upon the customers' request. On at least one occasion since October 2019, Defendants initially represented that they would provide a contract and then refused to provide a contract after receiving an initial payment.

40. On at least two occasions since July 2019, Defendants provided an estimated total and/or unit price to induce customers to agree to the work, only to unilaterally increase the total price—by thousands of dollars in at least two cases—after completing a substantial portion of the work. Because Defendants did not provide the customers with their original quote in writing, despite the legal requirement that there be a written contract that includes the price, the customers had little leverage to insist that Defendants honor the original quoted price.

41. On at least three occasions since July 2019, Defendants' work has been shoddy, including providing paving that never hardened and not finishing sections.

42. On at least one occasion in September 2019, Defendants did not adequately repair their originally shoddy work and otherwise failed to honor the implied warranty of workmanship.

43. On at least two occasions since July 2019, Defendants left a portion of the paving job unfinished after receiving payment.

Noncompliance with Attorney General's Investigation

44. On June 29, 2022, the Attorney General issued CIDs to Stanley and NS Paving.

45. A true and accurate copy of the CID served on Stanley is attached hereto as **Exhibit A**.

46. A true and accurate copy of the CID served on NS Paving is attached hereto as **Exhibit B**.

47. The CIDs issued to Defendants requested that certain documents be produced to the Attorney General by July 20, 2022.

48. On July 21, 2022, Defendants, together with other individuals and entities to whom the Attorney General had issued CIDs, filed in the Kennebec County Superior Court a motion for a protective order under 5 M.R.S.A. § 211(5) seeking to quash or limit those CIDs. On September 15, 2022, the motion was denied.

49. On October 6, 2022, Defendants, together with the other unsuccessful movants, filed a notice of appeal to the Law Court.

50. While the appeal was pending, the Attorney General agreed to limit the relevant time period for all requests in the CIDs to "from April 1, 2017 to the present" and to withdraw other requests. Specifically, with respect to the CID issued to Stanley, the Attorney General withdrew requests 8, 12, 13, 14, and 16; with respect to the CID issued to NS Paving, the Attorney General withdrew requests 8 and 11.

51. In November 2022, the CID recipients, including Defendants, agreed to produce documents in response to the CIDs as modified.

52. On December 29, 2022, the Law Court dismissed the appeal for want of prosecution.

53. Since July 2022, the Attorney General has been in repeated communication with Defendants' attorneys about the CID production, including granting Defendants two extensions to produce documents and asking Defendants' attorneys at least three times for an update on the expected date of document production.

54. The Defendants did not produce a single document in response to the CIDs until March 27, 2023, three days after the Attorney General sent a proposed complaint to Defendants in accordance with 5 M.R.S.A. § 209.

55. Defendants' response is grossly deficient. For instance, the response says that the Defendants cannot "determine the period of employment" for any of their employees. *See* Cover Letter of Response, attached hereto as **Exhibit C**. The response also denies the existence of any bank records related to any paving services offered by Defendants or any associated business. *Id.* It also claims that Defendants can no longer access their invoice system or their business email address. *Id.*

COUNT I - UNFAIR TRADE PRACTICES

Violations of Consumer Solicitation Sales Act

56. The allegations of the foregoing paragraphs are incorporated as if fully set forth herein.

57. Defendants sold merchandise (i.e., paving services and materials) to customers as a result of their direct contact by means of a personal visit upon the

customer, other than at their place of business, without the customer soliciting the initial contact.

58. In connection with these sales of merchandise, Defendants failed to provide written contracts to their customers as required by section 4662 of the Consumer Solicitation Sales Act.

59. Because Defendants did not provide written contracts to their customers, they failed to include all contractual provisions required by section 4662 of the Consumer Solicitation Sales Act.

60. In connection with these sales of merchandise, Defendants commenced work during customers' three-day right of avoidance period, in violation of section 4664 of the Consumer Solicitation Sales Act.

61. In connection with their sales of merchandise, Defendants violated section 4671 of the Consumer Solicitation Sales Act by making misrepresentations, and giving false impressions and false promises, including:

- a. Telling consumers that Defendants would offer asphalt at a discounted rate;
- b. Providing estimated pricing that had no bearing on the actual price charged;
- c. Providing paving services that differed from the actual services provided;
- d. Representing that Defendants were unable to provide contracts to consumers;

- e. Representing that Defendants would provide contracts to consumers at later dates; and
- f. Representing that Defendants would adequately repair their shoddy workmanship.

62. None of the exclusions in section 4668 of the Consumer Solicitation Sales Act apply to Defendants' sales of merchandise to customers.

63. Defendants' violations of the Consumer Solicitation Sales Act are also violations of the UTPA.

64. Defendants' violations of the Consumer Solicitation Sales Act were intentional.

65. As a result of Defendants' violations of the UTPA, Defendants' customers have suffered ascertainable loss.

COUNT II - UNFAIR TRADE PRACTICES

Violation of Door-to-Door Home Repair Transient Sellers Act

66. The allegations of the foregoing paragraphs are incorporated as if fully set forth herein.

67. In connection with their sales of paving services and materials, Defendants engaged in door-to-door solicitations or sales of home repair services in municipalities within which they did not have a permanent place of business, and were therefore transient sellers of home repair services subject to the requirements of the Door-to-Door Home Repair Transient Sellers Act.

68. In connection with their contracts for home repair services, Defendants failed to meet the written contract requirements of the Consumer Solicitation Sales Act and therefore violated section 14503(1) of the Door-to-Door Home Repair Transient Sellers Act.

69. Defendants engaged in the door-to-door selling of home repair services without the license required by section 14504(1) of the Door-to-Door Home Repair Transient Sellers Act.

70. Defendants' contracts for home repair services failed to include their door-to-door license number, in violation of section 14506(1) of the Door-to-Door Home Repair Transient Sellers Act.

71. Defendants' violations of the Door-to-Door Home Repair Transient Sellers Act are also violations of the UTPA.

72. Defendants' violations of the Door-to-Door Home Repair Transient Sellers Act were intentional.

73. As a result of Defendants' violations of the UTPA, Defendants' customers have suffered ascertainable loss.

COUNT III - UNFAIR TRADE PRACTICES

Unfair or Deceptive Act or Practices

74. The allegations of the foregoing paragraphs are incorporated as if fully set forth herein.

75. In connection with their asphalt paving business, Defendants made false representations to customers to induce them to agree to work they otherwise would not accept.

76. These false representations include why Defendants were in the vicinity of the customers' homes, the estimated price of their services, and whether they intended to give a customer a written contract.

77. In connection with their asphalt paving business, Defendants have unilaterally increased the prices that they originally orally quoted to their customers and to which their customers agreed.

78. Defendants' unilateral raising of prices after providing at least some paving services had the intended effect of coercing customers into agreeing to pay a price substantially higher than to what they agreed.

79. Defendants engaged in unfair and/or deceptive acts or practices in trade or commerce, in violation of the UTPA.

80. Defendants' violations of the UTPA were intentional.

81. As a result of Defendants' violations of the UTPA, Defendants' customers have suffered ascertainable loss.

COUNT IV – VIOLATION OF 5 M.R.S.A. § 212

82. The allegations of the foregoing paragraphs are incorporated as if fully set forth herein.

83. Defendants have failed to comply with the CIDs issued to them and, with intent to avoid, evade, or prevent compliance with the Attorney General's investigation, have withheld documents in their possession, custody, or control.

WHEREFORE, the Attorney General respectfully requests that the Court enter judgment in his favor and against Defendants, and grant the following relief:

- (i) Assess civil penalties on each Defendant of not more than \$10,000 for each intentional violation of the Consumer Solicitation Sales Act, the Door-to-Door Home Repair Transient Sellers Act, and the UTPA by each Defendant;
- (ii) Assess civil penalties on each Defendant of not more than \$5,000 for each Defendant's violations of 5 M.R.S.A. § 212;
- (iii) Order restitution from each Defendant for each and every ascertainable loss suffered as a result of each violation of the UTPA, including those losses resulting from Defendants' violations of the Consumer Solicitation Sales Act and the Door-to-Door Home Repair Transient Sellers Act;
- (iv) Order disgorgement of any profits earned by Defendants with respect to sales, contracts, work, and/or transactions undertaken and/or performed in violation of the Consumer Solicitation Sales Act, the Door-to-Door Home Repair Transient Sellers Act, and/or the UTPA;

- (v) Permanently enjoin Defendants from offering or entering into contracts for asphalt paving services and materials with consumers that result from Defendants' direct contact with consumers by means including, but not limited to, a personal visit or a telephone call upon consumers, other than at Defendants' place of business, without consumers soliciting the initial contact;
- (vi) Permanently enjoin Defendants from engaging in the transient sale of home repair services;
- (vii) Permanently enjoin Defendants from engaging in any conduct that violates the Consumer Solicitation Sales Act and the Door-to-Door Home Repair Transient Sellers Act;
- (viii) Permanently enjoin Defendants from engaging in any unfair or deceptive acts or practices that violate the UTPA;
- (ix) Award the Attorney General his reasonable attorneys' fees and cost of litigation, including court costs;

Grant any additional relief to which the Attorney General is entitled.

AARON M. FREY
ATTORNEY GENERAL



Laura Lee Barry Wommack, Bar No. 10111

Michael Devine, Bar No. 5048

Assistant Attorneys General

Office of the Attorney General

6 State House Station

Augusta, ME 04333

(207) 626-8800

lauralee.barrywommack@maine.gov

michael.devine@maine.gov

EXHIBIT A

AARON M. FREY
ATTORNEY GENERAL



TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

125 PRESUMPSHOT ST., SUITE 26
PORTLAND, MAINE 04103
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

CIVIL INVESTIGATIVE DEMAND MAINE UNFAIR TRADE PRACTICES ACT

June 29, 2022

To: Noah Stanley
285 Depot Street
Wilton, ME 04294

Via: Delivery by USPS Certified Mail and First-Class Mail

This Civil Investigative Demand ("CID") is issued pursuant to 5 M.R.S. § 211 in connection with the Attorney General's investigation into whether you, or businesses and/or individuals with which you are associated, engaged in unfair and deceptive acts or practices in connection with paving services offered and/or provided in the State of Maine. The Attorney General is investigating possible violations of the Maine Consumer Sales Solicitation Act, 32 M.R.S. §§ 4661-4771; Maine Unfair Trade Practices Act, 5 M.R.S. §§ 205-A-214; Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S. §§ 14501-14513; and Transient Sellers of Consumer Merchandise Act, 32 M.R.S. §§ 14701-14716. **Failure to comply with this notice is punishable by a civil penalty of up to \$5,000 to be recovered in a civil action by the Office of the Maine Attorney General.**

Pursuant to 5 M.R.S. § 211, you are required to produce and deliver to the Office of the Maine Attorney General, for examination and copying, the documentary material in your

possession, custody, or control as described herein, on or before July 20, 2022. The documentary material must be produced and either delivered to the following mailing address:

Laura Lee Barry Wommack
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006


or hand-delivered to the following address:

Laura Lee Barry Wommack
Burton M. Cross Office Building
109 Sewall St
Augusta, ME 04330

This CID does not include a notice of the taking of testimony. The Attorney General reserves the right to issue such a notice with respect to the subject matter of this CID and any other subject matter within the scope of this investigation.

Issued at Augusta, Maine this 29th day of June, 2022.

AARON FREY
Attorney General



Laura Lee Barry Wommack (Bar No. 010110)
Assistant Attorney General
Office of the Attorney General
6 State House Station
Augusta, ME 04333
(207) 626-8829
lauralee.barrywommack@maine.gov

INSTRUCTIONS

1. This CID requests production of all described documents in your possession, custody, or control without regard to the person or persons by whom or for whom the documents were created or prepared. A document in your possession, custody, or control includes documents in the possession, custody, or control of a third party to which you have access.

2. Any objection to a request must be clearly stated in the response. If a document is withheld under a claim of privilege, you must provide a privilege log which identifies the document withheld, states the basis for the claim of privilege, and contains at least the following information for each document withheld:

- (i) The name of each author, writer, sender, creator, or initiator of the document;
- (ii) The name of each recipient, addressee, or party for whom the document was intended or to whom the document was sent;
- (iii) The date of the document, or an estimate thereof if no date appears on the document; and
- (iv) The general subject matter of the document.

3. Each document demanded shall be produced in its entirety, without abbreviation, deletion, redaction, or editing, even if only a portion of the document is directly responsive to the demand.

4. In each instance in which a document is produced in response to a request, you must produce the current version, along with all earlier versions or drafts thereof.

5. If a responsive document includes an attachment or attachments, then each attachment shall be produced with the document. If a responsive document includes multiple attachments, then the attachments must be produced with the document in the order in which they are attached to the original document.

6. If an individual numbered Request states that you may set forth the requested information in a separate written response, then you may do so rather than producing the requested documents.

7. Unless otherwise specified, the applicable time period is from April 1, 2015 to the date of full and complete compliance with this CID.

8. You shall take all reasonable steps necessary to ensure that all documents that are responsive to this CID are kept safe from destruction, damage, concealment, or loss, and are not otherwise rendered unavailable. ***Accordingly, you must suspend any routine procedures for document destruction and take all other reasonable measures necessary to prevent the destruction of documents that are in any way relevant to this investigation, irrespective of whether you believe such documents are privileged or otherwise exempt.***

DEFINITIONS

1. "Associated Businesses" includes Commercial Paving of Maine, NorthStar Road & Parking Lot Repairmen, NS Paving, and any other business engaged in paving in Maine in which you were an owner, director, shareholder, officer, manager, employee, or contractor. "Associated Businesses" refers not only to the corporations but also to any person or entity acting on their behalf, pursuant to their authority, whether actual or apparent, or for their benefit, including any owner, director, shareholder, officer, manager, employee, contractor, insurer, subrogee, attorney, predecessor, successor, parent corporation, or child corporation.

2. "Communication" means every disclosure, transfer, exchange, or transmission of information, whether oral, written, or electronic, and whether face-to-face, by telecommunications, computer, mail, corporate internal mail, online messenger service, telecopier, telephone, text, email, facsimile (fax) machine, or otherwise.

3. "Customer" shall mean any person who contracted with you or any Associated Business to purchase paving materials and/or services, and/or any person whom you or any Associated Business billed, charged, or received payment from to purchase paving materials and/or services.

4. "Document" means any tangible or intangible thing of any kind on or in which information is written, recorded, or otherwise represented (including but not limited to advertisements, agreements, appointment books, audio recordings, brochures, calendars, charts, computer files, contracts, correspondence, electronically stored data, diaries, disclosure forms, drawings, email, facsimiles, files, indexes, invoices, handwritten notes, inter-office communications, invoices, ledger cards, letters, log books, messages, notes, pamphlets, papers, pictures, photographs, plans, price lists, price quotations, receipts, records, routing slips, sales receipts, strategies, tapes, tests, training materials, videos, visual images, and writings), and includes the original and all drafts, proofs, and non-identical copies thereof containing notes or marks not contained in the original. "Document" includes electronic records including, without limitation, electronic mail, spreadsheets, word processing files, and records saved as .pdf or other electronic file formats.

5. "Paving" includes, but is not limited to, paving, sealcoating, recycled asphalt, asphalt crack repair, crack filling, overlay/resurfacing, grading, milling, curbing, line striping, or excavation of any surface in the State of Maine.

6. "Relating to" means constituting, containing, concerning, discussing, describing, addressing, regarding, analyzing, identifying, referring to, or stating.

DOCUMENT REQUESTS

You are hereby requested and commanded to produce the following:

1. Documents sufficient to identify by the name, address, telephone number, title, and period of employment the employees of you and all Associated Businesses.
2. All documents relating to the creation and organization of all Associated Businesses.
3. All contracts, estimates, quotes, agreements, or other documents exchanged between you and/or any Associated Business and customers relating to any materials and/or services offered or provided by you and/or any Associated Business within the State of Maine.
4. All communications relating to any materials and/or services offered or provided by you and/or any Associated Business to customers within the State of Maine.
5. Documents sufficient to show a list, compilation, or roll of all customers of you and/or any Associated Business within the State of Maine.
6. All communications between any email address used by you or any Associated Businesses including, but not limited to, nspavedit30@icloud.com and customers within the State of Maine.
7. All documents describing, summarizing, or detailing the policies or practices of any Associated Business, including solicitation of, and contracting with, customers.
8. Monthly, quarterly, and annual financial statements for all Associated Businesses, including profit and loss statements, balance sheets, and cash flow statements.
9. All banking records, including account statements and all records of deposits, credits, deposits, and payments, of all Associated Businesses.
10. All your banking records, including account statements and all records of deposits, credits, and/or payments, related to any paving conducted by you and/or any Associated Business in the State of Maine.
11. All documents and records relating to any payment received by you and/or any Associated Business from a customer.
12. Documents sufficient to show any real property above a fair market value of \$10,000 owned or leased by any Associated Business.
13. Documents sufficient to show any real property owned by you within the last six years.

14. Documents sufficient to show security interest in any of the assets identified in Requests Number 12 and 13.

15. Documents sufficient to show all your physical and/or mailing address within the past six years.

16. Your federal and state tax income returns for the following years: 2019, 2020, and 2021.

17. All documents relating to any complaint, charge, violation, proceeding, action, suit, lawsuit, or claim by any customer against any Associated Business.

18. All documents relating to any complaint, charge, violation, proceeding, action, suit, lawsuit, or claim by any customer against you.

19. All documents relating to any investigation of or legal proceeding against any Associated Business by any law enforcement agency.

20. All documents relating to any investigation of or legal proceeding against you by any law enforcement agency.

EXHIBIT B

AARON M. FREY
ATTORNEY GENERAL



STATE OF MAINE
OFFICE OF THE ATTORNEY GENERAL
6 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0006

TEL: (207) 626-8800
TTY USERS CALL MAINE RELAY 711

REGIONAL OFFICES
84 HARLOW ST. 2ND FLOOR
BANGOR, MAINE 04401
TEL: (207) 941-3070
FAX: (207) 941-3075

125 PRESUMPCOT ST., SUITE 26
PORTLAND, MAINE 04103
TEL: (207) 822-0260
FAX: (207) 822-0259

14 ACCESS HIGHWAY, STE. 1
CARIBOU, MAINE 04736
TEL: (207) 496-3792
FAX: (207) 496-3291

CIVIL INVESTIGATIVE DEMAND MAINE UNFAIR TRADE PRACTICES ACT

June 29, 2022

To: NS Paving LLC
c/o June King
6 Weld Road
Wilton, ME 04294

Via: Delivery by USPS Certified Mail and First-Class Mail

This Civil Investigative Demand ("CID") is issued pursuant to 5 M.R.S. § 211 in connection with the Attorney General's investigation into whether NS Paving LLC ("NS Paving"), or businesses and/or individuals with which NS Paving is associated, engaged in unfair and deceptive acts or practices in connection with paving services offered and/or provided in the State of Maine. The Attorney General is investigating possible violations of the Maine Consumer Sales Solicitation Act, 32 M.R.S. §§ 4661-4771; Maine Unfair Trade Practices Act, 5 M.R.S. §§ 205-A-214; and Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S. §§ 14501-14513. **Failure to comply with this notice is punishable by a civil penalty of up to \$5,000 to be recovered in a civil action by the Office of the Maine Attorney General.**

Pursuant to 5 M.R.S. § 211, you are required to produce and deliver to the Office of the Maine Attorney General, for examination and copying, the documentary material in your

possession, custody, or control as described herein, on or before July 20, 2022. The documentary material must be produced and delivered to the following mailing address:

Laura Lee Barry Wommack
Office of the Attorney General
6 State House Station
Augusta, ME 04330

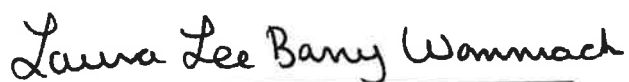
or hand-delivered to the following address:

Laura Lee Barry Wommack
Burton M. Cross Office Building
109 Sewall St
Augusta, ME 04330

This CID does not include a notice of the taking of testimony. The Attorney General reserves the right to issue such a notice with respect to the subject matter of this CID and any other subject matter within the scope of this investigation.

Issued at Augusta, Maine this 29th day of June, 2022.

AARON FREY
Attorney General



Laura Lee Barry Wommack (Bar No. 010110)
Assistant Attorney General
Office of the Attorney General
6 State House Station
Augusta, ME 04333
(207) 626-8829
lauralee.barrywommack@maine.gov

INSTRUCTIONS

1. This CID requests production of all described documents in the possession, custody, or control of NS Paving without regard to the person or persons by whom or for whom the documents were created or prepared. A document in the possession, custody, or control of NS Paving includes documents in the possession, custody, or control of a third party to which NS Paving has access.

2. Any objection to a request must be clearly stated in the response. If a document is withheld under a claim of privilege, NS Paving must provide a privilege log which identifies the document withheld, states the basis for the claim of privilege, and contains at least the following information for each document withheld:

- (i) The name of each author, writer, sender, creator, or initiator of the document;
- (ii) The name of each recipient, addressee, or party for whom the document was intended or to whom the document was sent;
- (iii) The date of the document, or an estimate thereof if no date appears on the document; and
- (iv) The general subject matter of the document.

3. Each document demanded shall be produced in its entirety, without abbreviation, deletion, redaction, or editing, even if only a portion of the document is directly responsive to the demand.

4. In each instance in which a document is produced in response to a request, CPM must produce the current version, along with all earlier versions or drafts thereof.

5. If a responsive document includes an attachment or attachments, then each attachment shall be produced with the document. If a responsive document includes multiple attachments, then the attachments must be produced with the document in the order in which they are attached to the original document.

6. If an individual numbered Request states that CPM may set forth the requested information in a separate written response, then CPM may do so rather than producing the requested documents.

7. Unless otherwise specified, the applicable time period is from April 1, 2020 to the date of full and complete compliance with this CID.

8. NS Paving shall take all reasonable steps necessary to ensure that all documents that are responsive to this CID are kept safe from destruction, damage, concealment, or loss, and are not otherwise rendered unavailable. ***Accordingly, NS Paving must suspend any routine procedures for document destruction and take all other reasonable measures necessary to prevent the destruction of documents that are in any way relevant to this investigation, irrespective of whether NS Paving believes such documents are privileged or otherwise exempt.***

DEFINITIONS

1. "Communication" means every disclosure, transfer, exchange, or transmission of information, whether oral, written, or electronic, and whether face-to-face, by telecommunications, computer, mail, corporate internal mail, online messenger service, telecopier, telephone, text, email, facsimile (fax) machine, or otherwise.

2. "Customer" shall mean any person who contracted with NS Paving to purchase materials and services, and/or any person whom it billed, charged, or received payment from for materials and services.

3. "Document" means any tangible or intangible thing of any kind on or in which information is written, recorded, or otherwise represented (including but not limited to advertisements, agendas, agreements, appointment books, audio recordings, brochures, calendars, catalogs, charts, computer files, contracts, correspondence, electronically stored data, diaries, disclosure forms, drawings, email, facsimiles, files, indexes, invoices, handwritten notes, inter-office communications, invoices, ledger cards, letters, log books, manuals, messages, notes, notices, pamphlets, papers, pictures, photographs, plans, price lists, price quotations, receipts, records, reports, routing slips, sales receipts, strategies, tapes, tests, training materials, videos, visual images, and writings), and includes the original and all drafts, proofs, and non-identical copies thereof containing notes or marks not contained in the original. "Document" includes electronic records including, without limitation, electronic mail, spreadsheets, word processing files, and records saved as .pdf or other electronic file formats.

4. "NS Paving LLC" and "NS Paving" refer not only to the corporation but also to any person or entity acting on its behalf, pursuant to its authority, whether actual or apparent, or for its benefit, including any owner, director, shareholder, officer, manager, employee, contractor, insurer, subrogee, attorney, predecessor, successor, parent corporation, or child corporation.

5. "Paving" includes, but is not limited to, paving, sealcoating, recycled asphalt, asphalt crack repair, crack filling, overlay/resurfacing, grading, milling, curbing, line striping, or excavation of any surface in the State of Maine.

6. "Relating to" means constituting, containing, concerning, discussing, describing, addressing, regarding, analyzing, identifying, referring to, or stating.

DOCUMENT REQUESTS

NS Paving is hereby requested and commanded to produce the following:

1. Documents sufficient to identify by name, address, telephone number, title, and period of employment each of NS Paving's employees.
2. All documents relating to the creation and organization of NS Paving and any predecessors, successors, parent, or child corporations.
3. All contracts, estimates, quotes, agreements, or other documents exchanged between NS Paving and customers relating to any materials and/or services offered or provided by NS Paving within the State of Maine.
4. All communications relating to any materials and/or services offered or provided by NS Paving to customers within the State of Maine.
5. Documents sufficient to provide a list, compilation, or roll of all customers of NS Paving within the State of Maine.
6. All communications relating to NS Paving or paving services between any email address used by NS Paving or any owner, director, shareholder, officer, manager, employee of NS Paving including, but not limited to, nspavedit30@icloud.com and customers within the State of Maine.
7. All documents describing, summarizing, or detailing the policies or practices of NS Paving, including solicitation of, and contracting with, customers.
8. Monthly, quarterly, and annual financial statements for NS Paving, including profit and loss statements, balance sheets, and cash flow statements.
9. All banking records, including account statements and all records of deposits, credits, deposits, and payments, of NS Paving.
10. All documents and records relating to any payment received by NS Paving from a customer.
11. Documents sufficient to show any real property above a fair market value of \$10,000 owned or leased by NS Paving.
12. All documents relating to any complaint, charge, violation, proceeding, action, suit, lawsuit, or claim by any customer against NS Paving.
13. All documents relating to any investigation of or legal proceeding against NS Paving by any law enforcement agency.

Ms. Laura Lee Barry Wommack, AAG
Office of the Attorney General
6 State House Station
Augusta, ME 04330

NOW COMES Noah Stanley and answers the Civil Investigative Demand of the Attorney General as follows:

CID No. 1. Documents sufficient to identify by name, address, telephone number, title, and period of employment the employees of you and all Associated Businesses.

ANSWER: Dylan Blodgett: 207-381-0845; No documents in possession or accessible to determine the period of employment.
Caleb Blodgett: No contact information on record. No documents in possession or accessible to determine the period of employment.
Eugene Hickland (Off and on for a year plus around 2020)- No contact information or other documents on record.

CID No. 2. All documents relating to the creation and organization of all Associated Businesses.

ANSWER: See Attachment "Response 2".

CID No. 3 All contracts, estimates, quotes, agreements, or other documents exchanged between you and/or any Associated Business and customers relating to any materials and/or services offered or provided by you and/or any Associated Business within the State of Maine.

ANSWER: See Attachment "Response 3". No other documents are currently in the possession, custody, or control of Mr. Stanley and Mr. Stanley was unable to recover any other documents. Should any responsive documents be located in Mr. Stanley's continued search, he will immediately submit the same to the Attorney General's Office.

CID No. 4 All communications relating to any materials and/or services offered or provided by any Associated Business to customers within the State of Maine.

ANSWER: No documents exist or could be located that are responsive to this request. Should any responsive documents be located in Mr. Stanley's continued search, he will immediately submit the same to the Attorney General's Office.

CID No. 5. Document sufficient to show a list, compilation, or roll of all customers of you and/or any Associated Business within the State of Maine.

ANSWER: No documents exist or could be located that are responsive to this request. The invoice system used by Mr. Stanley and NS Paving is no longer accessible and Mr. Stanley was unable to recover said documents. Should any responsive documents be located in Mr. Stanley's continued search, he will immediately submit the same to the Attorney General's Office.

CID No. 6. All communications between any email address used by you or any Associated Businesses including, but not limited to, nspavedit30@icloud.com and customers within the State of Maine.

ANSWER: This account is no longer accessible. As a result, no documents exist or could be located that are responsive to this request for that email address. Upon search, no other communications were found in the possession, custody, or control of Mr. Stanley as described. Should any responsive documents be located in Mr. Stanley's continued search, he will immediately submit the same to the Attorney General's Office.

CID No. 7. All documents describing, summarizing, or detailing the policies or practices of any Associated Business, including solicitation of, and contracting with, customers.

ANSWER: No documents exist or could be located that are responsive to this request. Should any responsive documents be located in Mr. Stanley's continued search, he will immediately submit the same to the Attorney General's Office.

CID No. 8. Withdrawn.

CID No. 9. All banking records, including account statements and all records of deposits, credits, deposits, and payments of all Associated Businesses.

ANSWER: No documents could be located that are responsive to this request. Should any responsive documents be located in Mr. Stanley's continued search, he will immediately submit the same to the Attorney General's Office.

CID No. 10. All your banking records, including account statements and all records of deposits, credits, and/or payments, related to any paving conducted by you and/or any Associated Business in the State of Maine.

ANSWER: No existing documents could be located that are responsive to this request. Should any responsive documents be located in Mr. Stanley's continued search, he will immediately submit the same to the Attorney General's Office.

CID No. 11. All documents and records relating to any payment received by you and/or any Associated Business from a customer.

ANSWER: See Response 3. Otherwise, no documents exist or could be located that are responsive to this request. The invoice system used by NS Paving and Mr. Stanley is no longer accessible and NS Paving was unable to recover said documents. Should any responsive documents be located in Mr. Stanley's continued search, he will immediately submit the same to the Attorney General's Office.

CID No. 12. Withdrawn.

CID No. 13. Withdrawn.

CID No. 14. Withdrawn.

CID No. 15. Documents sufficient to show all your physical and/or mailing addresses within the past six years. .

ANSWER: P.O. Box 917 Wilton, Maine 04294;
P.O. Box 173 East Wilton, Maine 4234; 285 Depot Street, Wilton, ME 04294.

CID No. 16. Withdrawn.

CID No. 17. All documents relating to any complaint, charge, violation, proceeding, action, suit, lawsuit, or claim by any customer against any Associated Business.

ANSWER: See "Response 17" and "Response 18". The only other documents in Mr. Stanley's possession and control that are responsive to this demand are from the Attorney General's office regarding this matter.

CID No. 18. All documents relating to any complaint, charge, violation, proceeding, action, suit, lawsuit, or claim by any customer against you.

ANSWER: See "Response 18".

CID No. 19. All documents relating to any investigation of or legal proceeding against any Associated Business by any law enforcement agency.

ANSWER: This is the only investigation or legal proceeding against NS Paving.

CID No. 20. All documents relating to any investigation of or legal proceeding against you by any law enforcement agency.

ANSWER: See "Response 18".

I HEREBY AFFIRM THAT THE FOREGOING RESPONSES ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Dated: 03/31/2023, 2023



Noah Stanley

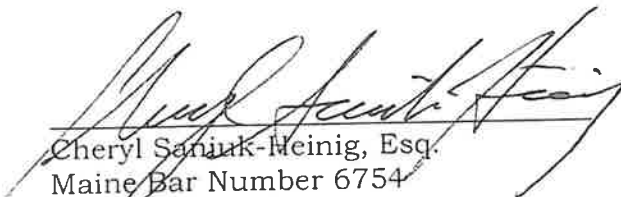
STATE OF _____
COUNTY OF _____

Personally appeared before me Noah Stanley who having been duly sworn gave oath that the foregoing statements by him are true and made of his own knowledge, information and belief.

Dated: _____, 2023

Attorney at Law/Notary Public

Dated: 4/1/, 2023



Cheryl Sanjuk-Weinig, Esq.
Maine Bar Number 6754
Attorney for Defendant
DIRIGO LAW GROUP LLP
20 Mechanic Street
Camden, Maine 04843
(207) 236-2500
cheryl@dirigolawgroup.com

Ms. Laura Lee Barry Wommack, AAG
Office of the Attorney General
6 State House Station
Augusta, ME 04330

NOW COMES Noah Stanley, Sole Member of NS Paving LLC, and answers the Civil Investigative Demand of the Attorney General as follows:

CID No. 1. Documents sufficient to identify by name, address, telephone number, title, and period of employment each of NorthStar's employees.

ANSWER: Dylan Blodgett: 207-381-0845; No documents in possession or accessible to determine the period of employment.
Caleb Blodgett: No contact information on record. No documents in possession or accessible to determine the period of employment.
Eugene Hickland (Off and on for a year plus around 2020)- No contact information or other documents on record.

CID No. 2. All documents relating to the creation and organization of NorthStar and any predecessors, successors, parent, or child corporations.

ANSWER: See Attachment "Response 2".

CID No. 3 All contracts, estimates, quotes, agreements, or other documents exchanged between NorthStar and customers relating to any materials and/or services offered or provided by NorthStar within the State of Maine.

ANSWER: See Attachment "Response 3". No other documents are currently in the possession, custody, or control of NS Paving and NS Paving was unable to recover any other documents. Should any responsive documents be located in NS Paving's continued search, they will immediately be submitted to the Attorney General's Office.

CID No. 4 All communications relating to any materials and/or services offered or provided by NorthStar to customers within the State of Maine.

ANSWER: No documents exist or could be located that are responsive to this request. Should any responsive documents be located in NS Paving's continued search, they will immediately be submitted to the Attorney General's Office.

CID No. 5. Document sufficient to provide a list, compilation, or role of all customers of NorthStar within the State of Maine.

ANSWER: No documents exist or could be located that are responsive to this request. The invoice system used by NS Paving is no longer accessible and NS Paving was unable to recover said documents. Should any responsive documents be located in NS Paving's continued search, they will immediately be submitted to the Attorney General's Office.

CID No. 6. All communications relating to NorthStar or paving services between any email address used by NorthStar or any owner, director, shareholder, officer, manager, employee of NorthStar including, but not limited to, nspavedit30@icloud.com and customers within the State of Maine.

ANSWER: This account is no longer accessible. As a result, no documents exist or could be located that are responsive to this request for that email address. Upon search, no other communications were found in the possession, custody, or control of NS Paving as described. Should any responsive documents be located in NS Paving's continued search, they will immediately be submitted to the Attorney General's Office.

CID No. 7. All documents describing, summarizing, or detailing the policies or practices of NorthStar, including solicitation of, and contracting with, customers.

ANSWER: No documents exist or could be located that are responsive to this request. Should any responsive documents be located in NS Paving's continued search, they will immediately be submitted to the Attorney General's Office.

CID No. 8. Withdrawn.

CID No. 9. All banking records, including account statements and all records of deposits, credits, deposits, and payments of NorthStar.

ANSWER: No documents exist or could be located that are responsive to this request. Should any responsive documents be located in NS Paving's continued search, they will immediately be submitted to the Attorney General's Office.

CID No. 10. All documents and records relating to any payment received by NorthStar from a customer.

ANSWER: See Response 3. Otherwise, no documents exist or could be located that are responsive to this request. The invoice system used by NorthStar is no longer accessible and NS Paving was unable to recover said documents.

Should any responsive documents be located in NS Paving's continued search, they will immediately be submitted to the Attorney General's Office.

CID No. 11. Withdrawn.

CID No. 12. All documents relating to any complaint, charge, violation, proceeding, action, suit, lawsuit, or claim by any customer against NorthStar.

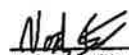
ANSWER: See Response 12. The only other documents in NS Paving's possession and control that are responsive to this demand are from the Attorney General's office regarding this proceeding.

CID No. 13. All documents relating to any investigation of or legal proceeding against NorthStar by any law enforcement agency.

ANSWER: This is the only investigation or legal proceeding against NorthStar. Another legal proceeding has been initiated against Noah Stanley individually, see responses in CID Request for Noah Stanley.

I HEREBY AFFIRM THAT THE FOREGOING RESPONSES ARE TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Dated: 03/31/2023, 2023


Noah Stanley (Mar 31, 2023 08:36 EDT)
Noah Stanley, Sole Member

STATE OF _____
COUNTY OF _____

Personally appeared before me Noah Stanley who having been duly sworn gave oath that the foregoing statements by him are true and made of his own knowledge, information and belief.

Dated: _____, 2023

Attorney at Law/Notary Public

I HEREBY AFFIRM THAT THE FOREGOING RESPONSES ARE TRUE TO THE
BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Dated: 03/31/2023, 2023



June Stanley, Registered Agent

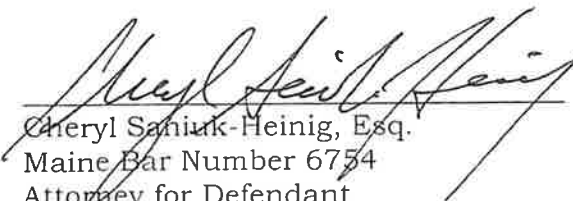
STATE OF _____
COUNTY OF _____

Personally appeared before me June Stanley who having been duly sworn
gave oath that the foregoing statements by her are true and made of her own
knowledge, information and belief.

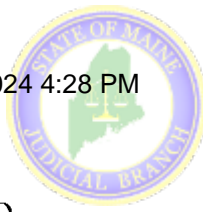
Dated: _____, 2023

Attorney at Law/Notary Public

Dated: 4/11, 2023



Cheryl Saniuk-Heinig, Esq.
Maine Bar Number 6754
Attorney for Defendant
DIRIGO LAW GROUP LLP
20 Mechanic Street
Camden, Maine 04843
(207) 236-2500
cheryl@dirigolawgroup.com



STATE OF MAINE
CUMBERLAND, ss.

BUSINESS AND
CONSUMER COURT

Location: Portland

Docket No.: BCD-CIV-2023-00039

STATE OF MAINE,

Plaintiff

v.

NOAH STANLEY and NS PAVING,

Defendants.

CONSENT JUDGMENT

Plaintiff, State of Maine, by and through its Attorney General Aaron M. Frey, filed a Complaint against Defendants Noah Stanley and NS Paving, LLC. As described in the Complaint, the State alleges that Defendants, in connection with their paving business, have engaged in conduct that violates state laws, including: (i) the Maine Unfair Trade Practices Act 5 M.R.S.A. §§ 205-A –214; (ii) Consumer Solicitations Sales Act, 32 M.R.S.A. §§ 4661-4670; and the (iii) Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§ 14501-14512. The State of Maine and Defendants have consented to entry of this Consent Judgment. Defendants acknowledge that by consenting to the entry of this Consent Judgment, they are waiving their right and opportunity to contest the State's allegations and to appeal from this Judgment. This Judgment constitutes the full and final resolution of all claims and allegations in this matter.

Accordingly, Judgment is entered as follows:

JURISDICTION

1. This Court has personal jurisdiction over Defendants pursuant to 14 M.R.S.A. § 704-A.

This Court has subject matter jurisdiction over this action pursuant to 5 M.R.S.A. § 209

and 4 M.R.S.A. § 105, because Defendants engaged in trade or commerce under 5 M.R.S.A. § 206(3) that directly affected consumers in Maine.

INJUNCTION

2. The Defendants are enjoined from the following:
 - A. Offering or entering into contracts for paying services and materials that result from direct contact by Defendants (or Defendants' agents) with consumers by means including, but not limited to, a personal visit or a telephone call upon consumers, other than at Defendants' place of business, without consumers soliciting the initial contact in the State of Maine until January 9, 2025;
 - B. Engaging in the transient sale of consumer merchandise under Consumer Solicitations Sales Act, 32 M.R.S.A. §§ 4661-4670, in the State of Maine for until January 9, 2025;
 - C. Engaging in door-to-door sales, as defined in Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§ 14501(3), in the State of Maine until January 9, 2025;
 - D. Engaging in any action that violates the Home Construction Contract Act, 10 M.R.S.A. §§ 1486-1490; Consumer Solicitations Sales Act, 32 M.R.S.A. §§ 4661-4670; Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§ 14501-14512; or the Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A –214.
 - E. Having direct contact for the three years immediately following the execution of the Judgment with any consumer to whom the Defendant has agreed to pay

restitution under this Judgment.

3. If after January 9, 2025, Defendants wish to offer or provide paving services or materials that result from Defendants' (or their agents') direct contact with consumers in the State of Maine, then at least 30 days prior to engaging in such activities Defendants must:

- A. Provide written notification to the Attorney General of their intent to engage in such activities;
- B. Undergo training on the requirements of the Home Construction Contract Act, 10 M.R.S.A. §§ 1486-1490; Consumer Solicitations Sales Act, 32 M.R.S.A. §§ 4661-4670; Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§ 14501-14512; and the Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A – 214;
- C. Provide all employees with training on the requirements of the Home Construction Contract Act, 10 M.R.S.A. §§ 1486-1490; Consumer Solicitations Sales Act, 32 M.R.S.A. §§ 4661-4670; Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§ 14501-14512; and the Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A – 214; and
- D. Submit certification to the Attorney General that Defendants have complied with the applicable requirements of ¶ 3(B) & (C) of this Judgment.

4. If after January 9, 2025, Defendants wish to engage in the transient sale of consumer merchandise under Consumer Solicitations Sales Act, 32 M.R.S.A. §§ 4661-4670, State of Maine, then at least 30 days prior to engaging in such activities Defendants must:

- A. Provide written notification to the Attorney General of their intent to engage in such activities;

- B. Undergo training on the requirements of the Home Construction Contract Act, 10 M.R.S.A. §§ 1486-1490; Consumer Solicitations Sales Act, 32 M.R.S.A. §§ 4661-4670; and the Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A – 214;
- C. Provide all employees with training on the requirements of the Home Construction Contract Act, 10 M.R.S.A. §§ 1486-1490; and Consumer Solicitations Sales Act, 32 M.R.S.A. §§ 4661-4670; and the Maine Unfair Trade Practices Act, 5 M.R.S.A. §§ 205-A – 214; and
- D. Submit certification to the Attorney General that Defendants have provided the training detailed in ¶ 4(B) of this Judgment.

5. If after January 9, 2025, Defendants wish to engage in door-to-door sales, as defined in the Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§ 14501(3), in the State of Maine, then at least 30 days prior to engaging in such activities Defendants must:

- A. Provide written notification to the Attorney General of their intent to engage in such activities;
- B. Undergo training on the requirements of the Home Construction Contract Act, 10 M.R.S.A. §§ 1486-1490; Consumer Solicitations Sales Act, 32 M.R.S.A. §§ 4661-4670; Door-to-Door Home Repair Transient Sellers Act, 32 M.R.S.A. §§ 14501-14512; and the Maine Unfair Trade Practices Act 5 M.R.S.A. §§ 205-A – 214;
- C. Provide all employees with training on the Home Construction Contract Act, 10 M.R.S.A. §§ 1486-1490; Consumer Solicitations Sales Act, 32 M.R.S.A. §§ 4661-4670; Door-to-Door Home Repair Transient Sellers Act, 32

M.R.S.A. §§ 14501-14512; and the Maine Unfair Trade Practices Act 5

M.R.S.A. §§ 205-A – 214;

- D. Submit certification to the Attorney General that Defendants have provided the training detailed in ¶ 5(B) of this Judgment.

PAYMENT TO THE STATE

6. Pursuant to 5 M.R.S.A. § 209, Defendants are ordered to pay restitution in the amount of \$20,700.00 to the Attorney General. The Attorney General shall distribute funds received from Defendants to consumers who, in the sole discretion of the Attorney General, have suffered an ascertainable loss from the conduct that is the subject of this action. No consumer shall be required to accept restitution. Any amount of restitution not distributed by the Attorney General shall not be considered unclaimed or abandoned property under the Maine Unclaimed Property Act, 33 M.R.S.A. §§ 2051-2223, and shall be transferred into the Office of the Attorney General's Consumer Fund.

7. Civil penalties in the amount of \$70,000 are assessed against Defendants. Defendants' obligation to pay civil penalties of \$70,000 is suspended so long as they are current and in compliance with any agreement with the Attorney General regarding restitution payments.

8. For their violation of 5 M.R.S.A. § 212, Defendants shall pay an additional \$2,500 to the Attorney General.

9. For their violation of 5 M.R.S.A. § 212, Defendants shall pay an additional \$2,500 to the Attorney General.

10. Defendants are jointly and severally liable for all payments required by this Judgment.

11. This Court retains jurisdiction for the purpose of enabling any party of this Judgment to apply to the Court at any time for such further orders as may be necessary for the modification of the provisions of this Judgment.

12. Each and every violation of this Judgment by Defendants shall be treated as a separate violation.

SO ORDERED.

The Clerk is directed to incorporate this judgment on the docket by reference pursuant to Rule 79(a) of the Maine Rules of Civil Procedure.

Dated: 02/13/2024



Judge, Business and Consumer Court

AGREED TO BY:


Entered on the docket: 02/13/2024

Dated: Feb 5, 2024




Noah Stanley

Dated: Feb 5, 2024



NS Paving, LLC, by its owner and president,
Noah Stanley

Dated: February 12, 2024



Laura Lee Barry Wommack, Bar No. 10110
Michael Devine, Bar No. 5048
Assistant Attorneys General
Office of the Attorney General
6 State House Station
Augusta, ME 04333
(207) 626-8800
lauralee.barrywommack@maine.gov
michael.devine@maine.gov