IN THE SUPREME COURT
OF THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

ISLA FINANCIAL SERVICES,

Plaintiff-Appellant,

v.

VIVIAN A. SABLAN,

Defendant-Appellee,

VIVIAN A. SABLAN,

Counterclaimant,

v.

ISLA FINANCIAL SERVICES,

Counterdefendant,

v.

ANTONIO M. ATALIG and
GRAND PACIFIC LIFE INSURANCE, LTD.,

Third-Party Defendants.

020
Appeal Nos. 99-~~003 & 99-013 (Consolidated)~~
Civil Action Nos. ~~92-550 & 93-129.~~
96-1211

MANDATE

¶ 1 APPEAL FROM the COMMONWEALTH SUPERIOR COURT.

¶ 2 THIS CAUSE came on to be heard by the Commonwealth Supreme Court, and was argued and duly submitted.

¶ 3 ON CONSIDERATION WHEREOF, it is now here ORDERED, ADJUDGED AND DECREED by this Court, that the decision of the said Trial Court in this cause be, and hereby is AFFIRMED.

Filed and entered this 24 day of April, 2002.

CRISPIN M. KAIPAT
Clerk of Court

IN THE SUPREME COURT
OF THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

ISLA FINANCIAL SERVICES,
Plaintiff/Appellant,

v.

VIVIAN A. SABLAN,
Defendant/Appellee.

VIVIAN A. SABLAN,
Counterclaimant,

v.

ISLA FINANCIAL SERVICES,
Counterdefendant.

VIVIAN A. SABLAN,
Third-Party Plaintiff,

v.

ANTONIO M. ATALIG and
GRAND PACIFIC LIFE INSURANCE, LTD.,
Third-Party Defendants.

Appeal No. 99-020
Civil Action No. 96-1211

JUDGMENT

¶ 1 Pursuant to Com.R.App.P. 36, the Opinion of this Court in this matter has been issued and judgment is hereby entered. Parties are herewith served with a copy of the Opinion which **AFFIRMED** the lower court's decision in favor of Appellee.

Entered this 14 day of December, 2001.

CRISPIN M. KAIPAT
CLERK OF COURT

Office of the Clerk
SUPREME COURT
OF THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
Guma Hustisia ◊ Imwal Aweewe ◊ House of Justice
P.O. Box 502165CK
Saipan, MP 96950-502165

Cris M. Kaipat
Clerk of Court

Phone : (670) 236-9715
Fax : (670) 236-9701

Louise Dlg. Hofschneider
Deputy Clerk

FAX COVER SHEET

FAX NUMBER(S) TRANSMITTED TO: (670) 234-1417; (670) 234-8969; (670) 234-0491

To: J. Sorensen, Esq., R. Yana Esq., A. Atalig, Esq.,

From: Cris Kaipat, Clerk of Court

Re: Opinion in Appeal No. 99-020, Isla Financial Services -v- Sablan, et al.,

Date: 12/14/01

Document(s)	No. of Pages
Judgment	2

COMMENTS: Gentlemen,

The opinion in this matter has been issued by this Court on this date. You are herewith served with a copy of the opinion pursuant to Rule 25.

Happy Holidays.

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CONTACT US IMMEDIATELY AT (670) 236-9715

*** TRANSMISSION REPORT ***

DEC-14-01 16:14 ID:670 236 9701 SUPREME CLERK OF COURT

JOB NUMBER	082		
INFORMATION CODE	OK		
TELEPHONE NUMBER	92341417		
NAME(ID NUMBER)	670 234 1417		
START TIME	DEC-14-01 16:13		
PAGES TRANSMITTED	003	TRANSMISSION MODE	EMMR
RESOLUTION	STD	REDIALING TIMES	00
SECURITY	OFF	MAILBOX	OFF
MACHINE ENGAGED	00'36		

THIS TRANSMISSION IS COMPLETED.

LAST SUCCESSFUL PAGE 003

Office of the Clerk
SUPREME COURT
OF THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
Guma Hustisia ◇ Imwal Aweewe ◇ House of Justice
P.O. Box 502165CK
Saipan, MP 96950-5021165

Cris M. Kaipat
Clerk of Court

Louise Dlg. Hofschneider
Deputy Clerk

Phone : (670) 236-9715
Fax : (670) 236-9701

FAX COVER SHEET

FAX NUMBER(S) TRANSMITTED TO: (670) 234-1417; (670) 234-8969; (670) 234-0491

To: J. Sorensen, Esq., R. Yana Esq., A. Atalig, Esq.,

From: Cris Kaipat, Clerk of Court

Re: Opinion in Appeal No. 99-020, Isla Financial Services -v- Sablan, et al.,

Date: 12/14/01

Document(s)	No. of Pages
Judgment	2

COMMENTS: Gentlemen,

The opinion in this matter has been issued by this Court on this date. You are herewith served with a copy of the opinion pursuant to Rule 25.

Happy Holidays.

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CONTACT US IMMEDIATELY AT (670) 236-9715

*** TRANSMISSION REPORT ***

DEC-14-01 16:24 ID:670 236 9701 SUPREME CLERK OF COURT

JOB NUMBER	086		
[illegible]	[illegible]		
TELEPHONE NUMBER	92348969		
NAME(ID NUMBER)	Reynaldo Yana		
START TIME	DEC-14-01 16:23		
PAGES TRANSMITTED	003	TRANSMISSION MODE	EMMR
RESOLUTION	STD	REDIALING TIMES	00
SECURITY	OFF	MAILBOX	OFF
MACHINE ENGAGED	01'03		

THIS TRANSMISSION IS COMPLETED.

LAST SUCCESSFUL PAGE 003

Office of the Clerk
SUPREME COURT
OF THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
Guma Hustisia ◇ Imwal Aweewe ◇ House of Justice
P.O. Box 502165CK
Saipan, MP 96950-502165

Cris M. Kaipat
Clerk of Court

Louise Dlg. Hofschneider
Deputy Clerk

Phone : (670) 236-9715
Fax : (670) 236-9701

FAX COVER SHEET

FAX NUMBER(S) TRANSMITTED TO: (670) 234-1417; (670) 234-8969; (670) 234-0491

To: J. Sorensen, Esq., R. Yana Esq., A. Atalig, Esq.,

From: Cris Kaipat, Clerk of Court

Re: Opinion in Appeal No. 99-020, Isla Financial Services -v- Sablan, et al.,

Date: 12/14/01

Document(s)	No. of Pages
Judgment	2

COMMENTS: Gentlemen,

The opinion in this matter has been issued by this Court on this date. You are herewith served with a copy of the opinion pursuant to Rule 25.

Happy Holidays.

NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CONTACT US IMMEDIATELY AT (670) 236-9715

***** TRANSMISSION REPORT *****

DEC-14-01 16:17 ID:670 236 9701 SUPREME CLERK OF COURT

JOB NUMBER	085		
INFORMATION CODE	OK		
TELEPHONE NUMBER	92340491		
NAME(ID NUMBER)	2340491		
START TIME	DEC-14-01 16:16		
PAGES TRANSMITTED	003	TRANSMISSION MODE	EMMR
RESOLUTION	STD	REDIALING TIMES	00
SECURITY	OFF	MAILBOX	OFF
MACHINE ENGAGED	00'38		

THIS TRANSMISSION IS COMPLETED.

LAST SUCCESSFUL PAGE 003

Office of the Clerk
SUPREME COURT
OF THE
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
Guma Hustisia ◇ Imwal Aweewe ◇ House of Justice
P.O. Box 502165CK
Saipan, MP 96950-502165

Cris M. Kaipat
Clerk of Court

Louise Dlg. Hofschneider
Deputy Clerk

Phone : (670) 236-9715
Fax : (670) 236-9701

FAX COVER SHEET

FAX NUMBER(S) TRANSMITTED TO: (670) 234-1417; (670) 234-8969; (670) 234-0491

To: J. Sorensen, Esq., R. Yana Esq., A. Atalig, Esq.,

From: Cris Kaipat, Clerk of Court

Re: Opinion in Appeal No. 99-020, Isla Financial Services -v- Sablan, et al.,

Date: 12/14/01

Document(s)	No. of Pages
Judgment	2

COMMENTS: Gentlemen,

The opinion in this matter has been issued by this Court on this date. You are herewith served with a copy of the opinion pursuant to Rule 25.

Happy Holidays.

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CONTACT US IMMEDIATELY AT (670) 236-9715

IN THE SUPREME COURT OF THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS

ISLA FINANCIAL SERVICES,
Plaintiff/Appellant,

v.

VIVIAN A. SABLAN,
Defendant/Appellee.

VIVIAN A. SABLAN,
Counterclaimant,

v.

ISLA FINANCIAL SERVICES,
Counterdefendant.

VIVIAN A. SABLAN,
Third-Party Plaintiff,

v.

ANTONIO M. ATALIG and
GRAND PACIFIC LIFE INSURANCE, LTD.,
Third-Party Defendants.

Cite as: ***Isla Financial Services v. Sablan, 2001 MP 21***

Appeal No. 99-020/Civ. Action No. 96-1211
Argued and submitted December 12, 2000

OPINION

Counsel for Appellant:
Reynaldo O. Yana
P.O. Box 500052
Saipan, MP 96950

Antonio M. Atalig
Caller Box AAA 122
Saipan, MP 96950

Counsel for Appellee:
Jay H. Sorensen
P.O. Box 501184
Saipan, MP 96950

BEFORE: ALEXANDRO C. CASTRO, Associate Justice;
JUAN T. LIZAMA and DAVID A. WISEMAN, Justices *Pro Tempore*

CASTRO, Associate Justice:

¶1 Isla Financial Services, Inc. ("Isla"), filed suit against Vivian A. Sablan ("Ms. Sablan") on a promissory note. Ms. Sablan answered that the note was unenforceable, and brought a counterclaim against Isla alleging unfair and deceptive practices in violation of the CNMI Consumer Protection Act (the "CPA" or "Act").[1] The Superior Court found in Ms. Sablan's favor, and awarded damages and attorney's fees. Isla timely appeals. We have jurisdiction pursuant to Article IV, Section 3 of the Constitution of the Commonwealth of the Northern Mariana Islands, and 1 CMC § 3102(a). We affirm.

ISSUES PRESENTED AND STANDARD OF REVIEW

¶2 The first issue before this Court is whether the promissory note signed by Ms. Sablan is enforceable. This is a question of law, which we review *de novo*. *See Sablan v. Iginoef*, 1 N.M.I. 190, 197 (1990)(legal questions subject to *de novo* review); *Tranzact Technologies v. Evergreen Partners*, 2001 WL 1035338, *3 (N.D.Ill.)(existence of a contract is a question of law).

¶3 The second issue is whether the trial court's decision granting relief to Ms. Sablan under the CNMI Consumer Protection Act (4 CMC § 5101 *et seq*.) is supported by sufficient evidence. Sufficiency of the evidence is a question of law, reviewed *de novo*, examining the record in the light most favorable to the prevailing party. *See Manglona v. Kaipat*, 3 N.M.I. 323, 329 (1992); *United Enterprises, Inc. v. King*, 4 N.M.I. 305, 306 (1995).

---

[1] Associated third-party claims are not before this Court on appeal.

¶4 The third issue is whether the trial court's award of damages and attorney's fees against Isla is proper. This, too, is a question of law, which we review *de novo*. *See Agulto v. Northern Marianas Inv. Group Ltd.*, 4 N.M.I. 7, 9 (1993).

FACTUAL AND PROCEDURAL BACKGROUND

¶5 According to the record and the undisputed findings of the trial court, the relevant facts on appeal are as follows:

¶6 Appellee's mother, Paulina A. Sablan (the "decedent"), took out a loan from Isla for approximately $2,500 in July 1994. The decedent passed away two months later without having made any payment to Isla.

¶7 Early in 1995, Anne Castro ("Ms. Castro"), Isla Vice President and General Manager, called Ms. Sablan to inform her that insurance coverage of the decedent's loan had been denied. During that phone conversation Ms. Castro asked Ms. Sablan how the latter felt about her mother dying with a debt outstanding. There was also some discussion that the decedent would not be able to "rest in peace" whilst the loan remained unpaid.

¶8 As a result of that conversation, Ms. Sablan agreed to pay the decedent's loan. She filled out an application with Isla to borrow the money to pay off the earlier loan and, on March 3, 1995, Ms. Sablan executed a promissory note in Isla's favor. Ms. Sablan received no distribution from the loan. Isla retained all of the proceeds in payment of the decedent's debt and fees.

¶9 Ms. Sablan made sporadic payment on the loan for several months, reimbursing Isla a total of $805.90. After October 1995, such payment ceased.

¶10 On October 28, 1996, Isla filed a complaint against Ms. Sablan to collect on the promissory note. In response, Ms. Sablan denied the validity of the note and submitted a counterclaim against Isla under the CPA.

¶11 The trial court agreed with Ms. Sablan that the promissory note was unenforceable, found that Isla had violated the CPA, and ordered Isla to pay damages as well as costs and attorney's fees.

ANALYSIS

1. Whether the promissory note is enforceable.

¶12 In many jurisdictions, statutory authority governs the enforceability of contracts. In the absence of such statutory authority in the CNMI, we must look to the common law as expressed in the Restatement of Contracts. *See Pangelinan v. Itaman*, 4 N.M.I. 114, 118 (1994)(*citing* 7 CMC § 3401).

¶13 A promissory note is a form of contract subject to the ordinary requirements of contract law. *See Venners v. Goldberg*, 758 A.2d 567, 570 (Md. App. 2000); *Prudential Preferred Properties*, 859 P.2d 1267, 1271 (Wyo. 1993). The essential elements of a contract are offer, acceptance, and consideration. *See* RESTATEMENT (SECOND) OF CONTRACTS § 17 (1981); *Skinner v. Maritz, Inc.* 253 F.3d 337, 340 (8th Cir. 2001).

¶14 Only the third element, consideration, is at issue in the present matter. A contract is not binding and enforceable unless it is predicated upon bargained-for consideration. *See* RESTATEMENT (SECOND) OF CONTRACTS § 71 cmt. a (1981); *Miller v. Miller*, 664 P.2d 39, 40 (Wyo. 1983). "[T]o constitute consideration, a performance or a return promise must be bargained for." RESTATEMENT (SECOND) OF CONTRACTS § 71 (1981). "A performance or return promise is bargained for if it is sought by the promisor in exchange for his promise and is given

by the promisee in exchange for that promise." *Id.* The consideration and the promise typically "bear a reciprocal relation of motive or inducement." Rest.2d. Contracts, § 71.(Comment (b)). Consideration exists where there is some indicia of actual value. *See Prudential*, *supra*, 859 P.2d at 1272; *Miller*, *supra*, 664 P.2d at 40; *Swaim*, *supra*, 150 S.E. at 669 (stating that plaintiff must "set forth facts sufficient to show that the note was given for value").

¶15 Isla gave nothing and did nothing in return for Ms. Sablan's promise to pay. The existing debt of a third person, even a spouse or other close relation, is not regarded as sufficient consideration and does not give rise to a legal duty. *See Leonard v. Gallagher*, 45 Cal.Rptr. 211, 218 (1965) (restating rule that one not liable for debt of another, "regardless of family ties"). At most, such debt only engenders a moral obligation. *See id.* It is axiomatic that mere moral obligation, even if coupled with an express promise, does not constitute consideration sufficient to form a contract. *See People's Building & Loan Assn. v. Swaim* , 150 S.E. 668, 670 (N.C. 1929); *Miller, supra*, 664 P.2d at 41-42 (moral obligation may provide motive, but evidence of motive is no substitute for consideration); *Prudential*, *supra*, 859 P.2d at 1275 (the debt of a deceased person is not of itself sufficient consideration to support the note of another party, no matter how close the relationship between the two).

¶16 Isla asserts that Ms. Sablan received actual value from the promissory note because it "extinguished" the decedent's loan, thereby disencumbering the decedent's estate. This may be true but, if so, it was not the benefit of a bargain. There is no evidence that the parties talked about disencumbering the decedent's estate. Thus, Isla's claim fails because consideration must result from a bargain. *See Passante v. McWilliam*, 62 Cal.Rptr.2d 298, 302 (1997); *Bank of Saipan v. Avanzado*, Civ.No. 94-0619 (N.M.I. Super. Ct. May 24, 1995)(Opinion and Order on Defendant Milne's Motion for Summary Judgment at 5).

¶17 The promissory note between Isla and Ms. Sablan is not enforceable for lack of bargained-for consideration. Accordingly, the trial court's decision is affirmed.[2]

2. Whether sufficient evidence supports the finding of a CPA violation.

¶18 The trial court found that Isla violated the CPA (4 CMC §§ 5101-14) when it improperly induced Ms. Sablan to execute the disputed promissory note. Isla contends that the evidence presented at trial was insufficient to support the judgment in favor of Ms. Sablan.

¶19 Isla accepts the trial court's findings of fact. Therefore, we need only determine whether the trial court correctly applied the facts to the law when it found that Isla violated the CPA. *See Reyes v. Ebeteur*, 2 N.M.I. 418, 425 (1992)(whether particular actions violate CPA is a legal question); *Santos v. Santos*, App. No. 98-029 (N.M.I. Sup. Ct. May 10, 2000)(Opinion at 2) ("Whether the trial court correctly applied the law to the facts is a legal question to be reviewed *de novo*"); *De Formyduval v. Bunn*, 530 S.E.2d 96, 100 (N.C. Ct. App. 2000)(*De novo* review means the appellate court determines: 1) whether the findings of fact are supported by the evidence, (2) whether the conclusion of law are supported by the findings of fact, and (3) whether the conclusions of law support the judgment or determination).

¶20 In determining whether the trial court correctly applied the facts to the law when it found that Isla violated the CPA, this Court examines the record in the light most favorable to the prevailing party, taking account of "all inferences in its favor that may be drawn from the facts." *Cable & Computer Tech, Inc. v. Lockheed Sanders, Inc.*, 214 F.3d 1030, 1033 (9th Cir. 2000)

¶21 On review, the appellate court applies the same evidentiary burden employed at trial. *See Castro v. Hotel Nikko Saipan, Inc.*, 4 N.M.I. 269, 272 (1995). In this instance, the trial court did not specify the burden used. However, as a general rule, when a civil statute is silent as to the

[2]Having failed to establish a valid and enforceable contract with Ms. Sablan, Isla's remedy is to seek enforcement of the original contract with the decedent by making a claim against the decedent's estate.

applicable standard of proof, factual determinations are made upon a preponderance of the evidence. *See, e.g., Weiner v. Fleischman*, 816 P.2d 892, 896 (1991) (general rule for determining issues of fact in civil cases is a preponderance of the evidence); *Petit v. Key Bank of Maine*, 688 A.2d 427, 431 (Me. 1996) (general rule in a civil action is that plaintiff must establish each factual element by a preponderance of the evidence); *Johns v. Shulsen*, 717 P.2d 1336, 1338 (Utah 1986) ("It is universally recognized that the standard of proof in civil actions is by a preponderance of the evidence."); *RF & P Corp. v. Little,* 440 S.E.2d 908, 914-15 (Va. 1994); *State v. Davis*, 641 A.2d 370, 375 (Conn. 1994).

¶22 "The preponderance of the evidence standard is described as 'evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence, which as a whole shows that the fact sought to be proved is more probable than not.'" *In re Estate of Barcinas*, 4 N.M.I. 149, 154 (1994)(*citing* BLACKS LAW DICTIONARY 1182 (6th ed. 1990)). We hereby adopt the preponderance of the evidence standard of proof for cases in which a claimant seeks to prove a violation of the CPA.

¶23 A CPA violation consists of (1) an unlawful act or practice, (2) in the conduct of trade or commerce. *See* 4 CMC § 5105. Isla does not dispute that its business constitutes commerce, as defined in the CPA. *See* 4 CMC § 5104(b). Therefore, the only issue is whether Isla created "a likelihood of confusion or misunderstanding" or was "unfair or deceptive to the consumer" when it influenced Ms. Sablan to sign a promissory note and thereby assume her mother's debt. *See* 4 CMC § 5106(1)(m). The question of what creates a likelihood of confusion or misunderstanding or is unfair or deceptive to the consumer under the CPA is an issue of first impression in the CNMI.

¶24 Isla repeatedly asserts that Ms. Sablan was not misled as to the nature of her obligation under the promissory note. In doing so, Isla ignores the intent of the CPA. As its title connotes, the intent of the Consumer Protection Act is to protect consumers. *See* 4 CMC § 5102. The operative question is not whether Isla actually deceived Ms. Sablan, but whether Isla acted in a way that was unfair or would likely cause confusion to a hypothetical person. *See generally*, *Terran v. Kaplan*, 190 F.3d 1428 (9th Cir. 1997)(interpreting similar standards used to guide application of the federal Fair Debt Collection Practices Act). Ms. Sablan need only show that it was more probable than not that Isla's conduct created a likelihood of confusion or misunderstanding or was unfair or deceptive to a hypothetical consumer. *See In re Estate of Barcinas*, *supra*, 4 N.M.I. at 154.

¶25 There can be little doubt that the type of conversation Ms. Castro had with Ms. Sablan was likely to cause misunderstanding in any similarly situated consumer's mind. From an objective point of view, such mention of the deceased's outstanding debt and her ability to rest in peace carried the implication of moral and legal obligation. The record and the lower court's findings show by a preponderance of the evidence that Isla violated the CPA. Accordingly, the trial court's judgment is supported by sufficient evidence, and is affirmed.

3. Whether damages, costs and attorneys fees were properly awarded.

¶26 Isla's final contention is that the lower court's award of damages, costs and attorney's fees was invalid. Given the ambiguity in the trial court's decision and, reviewing the issue *de novo*, we offer the following clarification.

¶27 "A judgment or decree like any other written instrument is to be construed reasonably and as a whole so as to give effect to the intention of the [issuing] court." *Smith v. Smith*, 535 P.2d 1109, 1114 (Hi. 1975); *see also Muckelshoot Tribe v. Lummi Indian Tribe*, 141 F.3d 1355,

1359 (9th Cir. 1998)(appellate court's responsibility is to carry out the trial court's wishes); *Ex parte Courtaulds Fibers, Inc.* 784 So.2d 1036, 1039 (Al. 2000) (such intent is to be derived "from the provisions of the judgment").

¶28 Appellant asserts that the judgment is invalid because it was levied under the federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.*, (the "FDCPA"). This protest is unavailing. Though the trial court should have specified as much, it clearly used the FDCPA solely for interpretive purposes, applying its analysis of the FDCPA to the CPA's damages provision set forth at 4 CMC § 5112(a).[3] Accordingly, we affirm that portion of the trial court's judgment and hold that Ms. Sablan (defendant and counterclaimant) is entitled to remedies under the CPA and that Isla (plaintiff and counterdefendant) must pay damages, costs and attorney's fees.

CONCLUSION

¶29 A contract is not valid unless supported by bargained-for consideration. The existing debt of a third person does not constitute sufficient consideration. Ms. Sablan signed the promissory note with Isla to pay off the decedent's debt. She did not receive value in exchange for her promise. As a result, the promise is not enforceable.

¶30 The Consumer Protection Act prevents merchants from engaging in conduct which is likely to confuse or mislead consumers. A preponderance of the evidence in this case shows that

---

[3]Pursuant to 4 CMC § 5112 (a):

> Any person aggrieved as a result of a violation of this article may bring an action in the Commonwealth Superior Court for such legal or equitable relief as the court may order. In addition to actual damages, the court shall award liquidated damages in an amount equal to the actual damages in cases of willful violations, and shall award costs and reasonable attorney's fees if the plaintiff prevails.

4 CMC § 5112(a).

Isla violated the Act. Factually and legally, Isla's activities were misleading. The trial court's decision is supported by sufficient evidence.

¶31 Examining the entire decision so as to effectuate the intent of the lower court, the judgment against Isla is based upon its violation of the CPA. The court's assessment of damages, costs and attorney's fees is appropriate.

¶32 ACCORDINGLY, we AFFIRM the trial court's decision in favor of Appellee.

SO ORDERED this 14th day of December, 2001.

ALEXANDRO C. CASTRO, Associate Justice

JUAN T. LIZAMA, Justice Pro Tempore

DAVID A. WISEMAN, Justice Pro Tempore