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

SALTY SAIPAN CORPORATION,
Plaintiff-Appellant-Cross-Appellee,

v.

**MUSTAFA SHAKIR, SHAKIR CNMI, INC. AND SAMA HOLDINGS,
LLC,**
Defendant-Appellee-Cross-Appellant

Supreme Court No. 2017-SCC-0017-CIV
Superior Court Number 11-0082-CIV

SLIP OPINION

Cite as: 2018 MP 18

Decided December 31, 2018

Colin M. Thompson, Saipan, MP, for Plaintiff-Appellant-Cross
Appellee.

Stephen J. Nutting, Saipan, MP, for Defendants-Appellee-Cross-
Appellant.

BEFORE: ALEXANDRO C. CASTRO, Chief Justice; JOHN A. MANGLONA, Associate Justice; PERRY B. INOS, Associate Justice.

INOS, J.:

¶1 Plaintiff-Appellant, Cross-Appellee Salty Saipan Corporation (“Salty”) appeals the court’s reversal of a constructive trust. Defendant-Appellee, Cross-Appellant Mustafa Shakir, Shakir CNMI, Inc. and SAMA Holdings LLC (“Shakir”) appeal the court’s finding that Shakir violated the Commonwealth Consumer Protection Act (“CPA”). For the following reasons, we AFFIRM the court’s reversal of the constructive trust and its finding that Shakir violated the CPA.

I. FACTS AND PROCEDURAL HISTORY

¶2 The underlying dispute involved transfers of interest in two adjacent parcels of real property, Tract No. 22597-R2 (the “Mettao Property”), and Tract No. 22597-2 (the “Salty Property”). In 2007, Salty¹ was interested in leasing both the Salty Property owned in fee-simple by Ms. Donicia Lifoifoi (“Ms. Lifoifoi”),² and the Mettao Property.³ With Shakir’s assistance, Salty entered into a fifty-five-year lease for the Salty Property with Ms. Lifoifoi in exchange for \$40,000.00 and assumption of the existing mortgage. Prior to signing the lease, Shakir provided various services to Salty, including connecting Salty with legal counsel to complete the lease, obtaining a title report, and helping secure financing to assume the existing mortgage. Shakir charged Salty \$9,350.00 in commissions for his services. While Shakir provided several services to Salty related to the Salty Property lease, he also served as the exclusive broker for Ms. Lifoifoi. The exclusive brokerage agreement explicitly noted that Shakir would only represent Ms. Lifoifoi regarding the sale of the Salty Property.

¶3 When Salty signed the Salty Property lease, it believed it would also be able to lease the Mettao Property. The Mettao Property was undergoing probate, and unavailable to Salty at the time. Meanwhile, Shakir, with approval from the probate court, leased the Mettao Property from the Estate. Salty was unaware Shakir leased the Mettao Property and believed Shakir was assisting them in acquiring that parcel as well. Shakir later offered to assign his lease in the Mettao Property to Salty and individually to Ms. Song. Neither offers were

¹ Salty is a family owned and operated corporation existing and organized under the laws of the Commonwealth of the Northern Mariana Islands with its principal place of business on Saipan. Kyung Min Song (“Ms. Song”) and Kyung Won Song (“Ms. Ann”) are two sisters primarily responsible for Salty’s operations.

² During the trial proceedings, Ms. Lifoifoi was a named plaintiff.

³ Martin Lifoifoi had a fifty-five years leasehold interest in the Mettao Property. After his death, the Estate of Martin Lifoifoi (the “Estate”) carried the lease.

accepted.

¶ 4 In late 2009, large piles of gravel were placed on the driveway to the parking lot behind the Salty Property, restricting its use. When Salty approached Shakir about the blockage, Shakir informed Salty that a colleague was responsible for the gravel and resulting blockage and would be willing to grant Salty an easement to use the driveway for about \$20,000.00. Salty rejected the offer and built a new driveway providing separate access to their building.

¶ 5 In 2011, Salty and Ms. Lifofoi sued Shakir asserting various claims of professional malpractice and breach of contract. The court dismissed all of Salty's claims except for the CPA claims and found Shakir violated two sections of the CPA.⁴ The court also found Shakir liable to Ms. Lifofoi for breach of contract. When awarding damages for Shakir's CPA violations, the court imposed a constructive trust on profits earned from the Mettao Property. Shakir would serve as trustee and Salty the beneficiary. The court also ordered Shakir to pay \$51,500.00 to Salty and annually account for and pay all profits derived from the Mettao Property. The court further imposed a constructive trust on the commissions Shakir received and ordered him to pay Ms. Lifofoi \$15,350.00. Upon receipt of payment, that constructive trust would be dissolved.

¶ 6 Shakir filed a motion for reconsideration related to the imposition of the constructive trust. The court reversed the imposition of the constructive trust finding that it clearly erred when it applied the Restatement (First) of Restitution ("First Restatement") rather than the Restatement (Third) of Restitution and Unjust Enrichment ("Third Restatement").⁵ The court determined Shakir did not fraudulently acquire the Mettao Property, and therefore, the imposition of the constructive trust was improper and manifestly unjust. Salty and Shakir timely appeal.

II. JURISDICTION

¶ 7 We have jurisdiction over final judgments and orders from the Superior Court. NMI CONST. art. IV, § 3.

III. STANDARDS OF REVIEW

¶ 8 We consider two issues on appeal. First, whether the court erred by reversing the imposition of the constructive trust, which we review for an abuse

⁴ 4 CMC § 5105(l), (m) states:

The following unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared to be unlawful: (l) engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding; and (m) engaging in any act of practice which is unfair or deceptive to the consumer.

⁵ Both restatements provide guidance to determine when the imposition of a constructive trust is proper.

of discretion. *Angello v. Louis Vuitton Saipan, Inc.*, 2000 MP 17 ¶ 18 (“On appellate review, the lower court’s denial of a motion for reconsideration is reviewed for abuse of discretion. Under this standard, the lower court’s decision need only be reasonable to be upheld.” (citations omitted)). Second, whether the trial court impermissibly concluded that Shakir violated the CPA. Whether or not there is a CPA violation is a question of law, which we review de novo. *Ishimatu v. Royal Crown Ins. Corp.*, 2010 MP 8 ¶ 21.

IV. DISCUSSION

A. Reversal of Constructive Trust

¶ 9 Salty contends the court abused its discretion by reversing the imposition of the constructive trust over the Mettao Property profits. Salty asserts that a constructive trust is an appropriate remedy, regardless of which restatement applies, because the CPA allows the trial court to impose appropriate legal and equitable remedies for CPA violations. Salty maintains that Shakir fraudulently prevented Salty from leasing the Mettao property.

¶ 10 We review motions for reconsideration for an abuse of discretion, reversing only if the decision was unreasonable. *Angello*, 2000 MP 17 ¶ 18. When ruling on an NMI Rule of Civil Procedure 59(e) motion to reconsider, the court may reconsider its earlier ruling when there is “an intervening change of controlling law, availability of new evidence, or the need to correct a clear error or prevent manifest injustice.” *Commonwealth v. Eguia*, 2008 MP 17 ¶ 7.

¶ 11 First, we must review, de novo, whether the court applied the correct legal standard when determining the proper legal or equitable remedy for Salty. *Commonwealth v. Taitano*, 2017 MP 19 ¶ 37. The court imposed a constructive trust over the Mettao Property profits relying on the First Restatement. *Salty Saipan Corp. v. Shakir*, No. 11-0082-CIV (NMI Super. Ct. Dec. 22, 2014) (Findings of Fact & Conclusions of Law at 26) (“FFCL”). It determined that “[a] constructive trust is an equitable remedy that is imposed . . . where the defendant wrongfully prevents the plaintiff from acquiring property and acquires the property for himself.” *Id.* (citing First Restatement § 160, cmt. D).⁶ In granting Shakir’s motion for reconsideration, the court determined that it erred in relying on the First Restatement and that the Third Restatement was the applicable law. *Salty Saipan Corp. v. Shakir*, No. 11-0082-CIV (NMI Super. Ct. March 7, 2017) (Order Granting Def. Mot. for Reconsideration as Section 55 of the Restatement (Third) of Restitution and Unjust Enrichment Only Applies to Acquisition of Property at the Expense of the Claimant at 16) (“Reversal Order”). We consider whether the court correctly relied on Third Restatement.

⁶ It imposed a constructive trust concluding “that by fraudulently representing to Salty Saipan that the Mettao Property would be available later at a reasonable price, while secretly acquiring the Mettao Property himself and then offering it to Salty Saipan at an unreasonable price, Mr. Shakir acquired the Mettao Property in a fraudulent manner.” *Id.* at 29.

¶ 12 The CPA allows “[a]ny person aggrieved as a result of a [CPA] violation . . . [to] bring an action in the Commonwealth Superior Court for such legal or equitable relief as the court may order.” 4 CMC § 5112(a). The court determined that Shakir violated the CPA and Salty was therefore entitled to legal or equitable relief, including a constructive trust. FFCL at 16–17. There is no statutory authority in the Commonwealth that addresses the imposition of constructive trust over profits derived from real property. “When there is no statutory authority in the Commonwealth, courts turn to the restatements of law from the American Law Institute.” Reversal Order at 15 (citing 7 CMC § 3401). While section 3401 allows courts to utilize restatements as the “rules of decision in the court of the Commonwealth” it is silent as to whether the most recent restatement should be applied. Similarly, we have never addressed which restatement controls: the newest iteration, the restatement on the books when section 3401 was passed, or the one most commonly used. When there are multiple restatements available, courts should adopt the newer restatement if the new version represents the current majority common law rule. *See* Reversal Order at 16.⁷

¶ 13 The First Restatement and the Third Restatement both address the imposition of constructive trusts over profits derived from real property. *See* RESTATEMENT (THIRD) OF RESTITUTION AND UNJUST ENRICHMENT § 55. It appears, based on the Third Restatement note section and caselaw which reflects its principles, the restatement reflects the current majority common law rule. Specifically, the notes section cites to cases from California, Alabama, New Jersey and North Carolina to support its proposition that absent a

⁷ In its Reversal Order, the court articulated the rule that the newer Restatement applies if it reflects the majority common law rule based on *Cabrera v. Micronesian Resort, Inc.*, Civ. No. 11-0085 (NMI Super. Ct. Nov. 6, 2018) and *In re Manbodh Asbestos Litigation*, 47 V.I. 215, 224-243 (V.I. Super. Ct. Nov. 23, 2005). It noted that

In *Cabrera*, the plaintiff argued that the court should apply the Restatement (Third) of Torts, rather than the Restatement (Second) of Torts. The *Cabrera* Trial Court applied the Restatement (Third) of Torts, finding: (1) that prior Superior Court decisions applying the Restatement (Second) of Torts are not binding; (2) that the Court is not obligated to adopt a newer Restatement, as it would be unconstitutional for the legislature to delegate its powers to an organization; and (3) that the Court may apply the new restatements if there provision of the Restatement is an actual expression of the common law and the application of that provision is in the best interests of the Commonwealth. In *Manbodh*, the Superior Court of the Virgin Islands determined that the applicable restatement sections are those that were in place at the time the statute adopting the restatements as controlling common law was adopted, unless a later restatement reflects a change in the majority rule.

Reversal Order at 16. (citations and internal quotation marks omitted).

fraudulent property acquisition, a constructive trust cannot be applied.⁸ *See e.g.*, *Graham v. Martin*, 561 S.E.2d 583, 586 (N.C. Ct. App. 2002) (“We can find no reported cases . . . in which a constructive trust has been imposed absent some fraudulent or improper *acquisition* of property); *D’Ippolito v. Castoro*, 242 A.2d 617, 619 (N.J. 1968) (“Generally all that is required to impose a constructive trust is a finding that there was some wrongful act, usually, though not limited to, fraud, mistake, undue influence, or breach of a confidential relationship, which has resulted in a transfer of property.”); *Costell v. First Nat’l Bank of Mobile*, 150 So.2d 683, 686 (Ala. 1963) (“It is essential to the application of the doctrine of constructive trusts that the property of one be misapplied by another.”); *Ward v. Taggart*, 336 P.2d 534, 538 (Cal. 1959) (“One cannot be held to be a constructive trustee of something he has not acquired.”). Moreover, the majority of United States Courts of Appeals apply the principles adopted by the Third Restatement.⁹ As such, the court properly used the Third Restatement and we find no abuse of discretion.

¶ 14 When reviewing motions for reconsideration, a trial court can reverse an earlier ruling to correct clear error. Reversal is appropriate if the decision was unreasonable. Here, the court, relying on section 55 of the Third Restatement,¹⁰

⁸ *See also Trieweler v. Sears*, 689 N.W.2d 807, 834 (Neb. 2004) (“Regardless of the nature of the property upon which the constructive trust is imposed, a party seeking to establish the trust must prove . . . the individual holding the property obtained title to it by fraud, misrepresentation, or an abuse of an influential or confidential relationship . . .”); *Riddell v. Edwards*, 76 P.3d 847, 852 (Alaska 2003) (“the trust arises to prevent the property holder from retaining property obtained ‘by reason of unjust, unconscionable, or unlawful means.’”)

⁹ *See also Davis v. Combes*, 294 F.3d 931, 936 (7th Cir. 2002) (A constructive trust may be imposed if party was deprived of proceeds “by (1) fraud or constructive fraud, (2) breach of a fiduciary duty, or (3) duress, coercion, or mistake.”); *Poss v. Morris*, 260 F.3d 654, 667 (6th Cir. 2001) (A constructive trust is “a trust by operation of law which arises . . . by fraud, actual or constructive, by duress or abuse of confidence . . .”); *Bregman, Berbet & Schwarts, LLC v. United States*, 145 F.3d 664, 669 (4th Cir. 1998) (“a constructive trust ‘is applied by operation of law where property has been acquired by fraud, misrepresentation, or other improper methods . . .’”); *Luker v. Reeves*, 65 F.3d 670, 672 (8th Cir. 1995) (A “constructive trust is a broad equitable remedy used when the legal title to property has been obtained through fraud, misrepresentation, concealment, or any other circumstances making it unjust for the holder to retain the property.”); *Harris v. Sentry Title Co.*, 715 F.2d 941, 947 (5th Cir. 1983) (“The appellate court recognized that a constructive trust requires ‘actual fraud or strict proof of a prior confidential relationship and unfair conduct or unjust enrichment on the part of the wrongdoer.’”).

¹⁰ Section 55 of the Third Restatement provides:

If a defendant is unjustly enriched by the acquisition of title to identifiable property at the expense of the claimant or in violation of the claimant’s rights, the defendant may be declared a constructive trustee, for the benefit of the claimant, of the property in question and its traceable product.

concluded that it clearly erred when it initially imposed a constructive trust over the Mettao Property profits. To impose a constructive trust under section 55 of the Third Restatement, the defendant must have acquired the property at issue fraudulently, with duress or undue influence. The court found that Shakir’s “acquisition of the [Mettao Property] was free of fraud, duress, or undue influence[.]” Reversal Order at 17 (citing FFCL at 27-28), and therefore “there [could] be no constructive trust under [the] facts.” *Id.* at 18. Because section 55 clearly requires either fraud, duress or undue influence in the acquisition of property at issue for a constructive trust to be imposed and the facts do not suggest that Shakir improperly acquired the Mettao Property, the court reasonably reversed the constructive trust. We find the court did not abuse its discretion in granting the motion to reconsider.

B. CPA Violations

¶ 15 Shakir contends he did not violate the CPA because: (1) the CPA is inapplicable in this case; and (2) in the alternative, if the CPA is applicable, Shakir did not act unfairly or deceptively.

¶ 16 The CPA was enacted in 1989 and, in part, modeled, after the Revised Uniform Deceptive Trade Practices Act (“RUSTPA”),¹¹ which was approved in 1966 by the National Conference of Commissioners on Uniform State Laws and the American Bar Association. The Commonwealth Legislature determined “the public interest require[d] that consumers be protected from abuses in commerce which deprive them of the full value and benefit of their purchases of goods and services or which deceive them regarding the availability and nature of goods or services for sale.” *See* PL 6-46. Moreover, it was concerned that abuses in commerce “create an unhealthy climate for business and restrict” economic growth in the Commonwealth. *Id.* Generally, in the 1950’s and 1960’s, states began to enact consumer protection laws, typically modeled after the Federal Trade Commission Act, *see Hangman Ridge Training Stables v. Safeco Title Ins. Co.*, 719 P.2d 531, 534 (Wash. 1986), and the CPA was intended to prohibit deceptive, misleading, and confusing practicing while “clarify[ing] the relationship between consumers and merchants and their respective rights and obligations.” PL 6-46.

¶ 17 Our CPA is broad and encompasses a myriad of consumer-merchant transactions, including real property transactions. Other consumer protection statutes more narrowly restrict who can bring consumer protection claims. *See, e.g.*, RCW 19.86.020 (Washington state’s consumer protection statute requires a public interest element to bring a valid claim); *Zeeman v. Black*, 273 S.E.2d 910, 913 (Ga. Ct. App. 1980) (“while the aggrieved party is given a private

RESTATEMENT (THIRD) OF RESTITUTION AND UNJUST ENRICHMENT § 55.

¹¹ The RUSTPA includes twelve distinct unfair or deceptive acts/practices, which are nearly identical to the first twelve provisions of the CPA.

remedy under the statute, . . . the FBPA is [intended] to protect the public from acts and practices which are injurious to *consumers*, not to provide an additional remedy for private wrongs which do not and could not affect the consuming public generally.” (Georgia’s fair business practices act requires harm to affect general public); *see also* CAROLYN L. CARTER, CONSUMER PROTECTION IN THE STATES: A 50-STATE REPORT ON UNFAIR AND DECEPTIVE ACTS AND PRACTICES STATUTES 11, 21 (National Consumer Law Center Inc. 2009) (noting that Colorado, Delaware and New York have broad consumer protection statutes while Iowa and Mississippi have the weakest statutes).

¶ 18 We review de novo whether or not a person or entity violated the CPA and determine if the court’s conclusion is supported with sufficient evidence. *Isla Fin. Servs.*, 2001 MP 21 ¶ 3, 19 (citing *Manglona v. Kaipat*, 3 NMI 323, 329 (1992)). We must examine the underlying record in the light most favorable to the prevailing party, in this instance, Salty, “taking account of ‘all inferences in its favor that may be drawn from the facts.’” *Id.* at 20 (citing *Cable & Computer Tech, Inc. v. Lockheed Sanders, Inc.*, 214 F.3d 1030, 1033 (9th Cir. 2000)). At the trial level, violations of the CPA must be supported by a preponderance of the evidence. *Id.* at 21. “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 show that the fact sought to be provided is more probable than not.” *Id.* at 22 (internal citations and quotations marks omitted).

¶ 19 “A CPA violation consists of (1) an unlawful act or practice, (2) in the conduct of trade or commerce.” *Id.* at 23 (citing 4 CMC § 5105). In determining whether 4 CMC §§ 5105(l) and (m) are violated, we held that “[t]he operative question is not whether [a business or merchant] actually deceived [a consumer], but whether [the business or merchant] acted in a way that was unfair or would likely cause confusion to a hypothetical person.” *Id.* at 24 (internal citations omitted). To prevail, plaintiffs “need only show that it was more probable than not that [the business or merchant’s] conduct created a likelihood of confusion or misunderstanding or was unfair or deceptive to a hypothetical consumer.” *Id.*

¶ 20 In *Isla Fin Servs.*, “a financial services company procured a promissory note from a decedent’s daughter that obligated her to make payments on her deceased mother’s loan.” *Ishimatu*, 2010 MP 8 ¶ 23. After defaulting on the note, the financial services corporation “brought suit seeking payment, and the daughter counter-claimed that the note was unenforceable and that the company violated the CPA.” *Id.* Finding for the daughter, the *Isla* court concluded that there “can be little doubt that the type of conversation Ms. Castro [the corporation] had with Ms. Sablan [the consumer] was likely to cause misunderstanding in any similarly situated consumer’s mind.” *Isla*, 2001 MP 21 ¶ 25. The Court continued noting:

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.

Id. Because the financial corporation, Isla, unlawfully confused Ms. Sablan, the consumer, about her actual responsibilities regarding her deceased mother's outstanding promissory note, the Court determined that Isla violated the CPA.

Id.

¶ 21 Here, to prevail at trial, Salty had to establish that it was more probable than not that Shakir's conduct created a likelihood of confusion or misunderstanding or was unfair or deceptive. We need to determine if the court's conclusion is supported with sufficient evidence, examining the record in the light most favorable to Salty and taking all inferences in favor of drawing such facts.

¶ 22 The court concluded Shakir violated the CPA because his conduct was commercial in nature, "he misrepresented the character and scope of his services," and "he gave the impression to Salty [] that he was providing a service to the corporation, when in reality, he scooped up the property rights that they requested assistance with." FFCL at 16-17. Specific to 4 CMC § 5015(1), the trial court held that the "evidence established that [Shakir] was first approached by Salty [] and that at all times he knew that they sought assistance acquiring the leasehold interests in both the Salty and Mettao Properties." *Id.* at 16. However, Shakir continually misrepresented his role to Salty by failing to clarify he was not acting as their agent, broker, nor had their interest in mind. *Id.* Salty was confused about the scope of its relationship with Shakir and the limitations imposed on him by the exclusive brokerage agreement he signed with Ms. Lifoifoi. Tr. 157.¹² Because of this, the trial court concluded that

¹² During direct examination with Salty's counsel Mr. Thompson, Salty testified:

[Salty]: Yeah [Shakir] never say that he is my-just like I am your, broker, not like this.

Mr. Thompson: Okay. Did he ever say to you I am not your real estate broker?

[Salty]: No.

Mr. Thompson: Did he ever say, I am only [Ms. Lifoifoi's] real estate broker?

[Salty]: No.

Mr. Thompson: Did he say, let me recommend another broker to you?

[Salty]: No.

Mr. Thompson: And so did you trust him to act as your real estate broker?

[Salty]: Really, 100%.

Shakir's conduct unlawfully confused Salty.

¶ 23 Relying on *Isla Fin. Servs.*, the court found it was more probable than not that Shakir created a likelihood of confusion or misunderstanding for Salty. Taken in the light most favorable to Salty, the record shows Salty misunderstood the scope of their relationship with Shakir. Salty mistakenly believed that Shakir could represent them while also representing Ms. Lifoifoi.¹³ The record also indicates that such mistaken beliefs were supported by Shakir's actions. *See* Tr. 142 (“He said commission of the broker. . . . “[H]e checked the title, research, [and] talking with [Ms. Lifoifoi].”); *see also* Tr. 882 (“First of all, we paid [Shakir] the commission as a real estate broker”). Shakir claims he was simply helping Salty and never once told them he was their broker. While this may be true, Shakir caused confusion by providing various broker-like services to Salty and charging them a fee.

¶ 24 Similarly, the court concluded Shakir violated 4 CMC § 5105(m) because his conduct was unlawfully deceptive and unfair to Salty. FFCL at 16. It found it was more probable than not that Shakir's conduct was unfair and deceptive to Salty. *Isla Fin. Servs.*, 2001 MP 21 ¶ 23. Because Shakir did not specifically enter into an agreement with Salty or act as Salty's agent, the court determined that such conduct was deceptive in its own right; it gave Salty the impression that Shakir was providing them a service, when in reality he was only interested in his earnings. *Id.* 16-17. The court concluded that Shakir was both unlawfully unfair and deceptive because he represented to Salty that he would assist them in acquiring both the Salty and Mettao properties when he intended to acquire the Mettao Property for his own financial gain. Although Shakir never formally acted as Salty's agent, the *Isla* test does not require an actual agency relationship. Shakir deceived Salty by collecting commissions from Salty knowing that Salty expected to receive both the Salty and Mettao properties. And Shakir, knowing that Salty was interested in the Mettao property, never informed Salty that the assignment was acquired. He misrepresented ownership of the assignment to Salty when sand and gravel were unexpectantly dumped on its land, blocking Salty's use of the back driveway. Taken as a whole, the evidence adduced at trial supports the finding that Shakir's conduct was unfair and deceptive towards Salty. We AFFIRM the court's conclusion that Shakir violated the CPA.

Tr. 157.

¹³ When asked about Shakir's brokerage agreement with Ms. Lifoifoi, Salty noted:

Mr. Nutting: You also were aware that [Shakir] had an exclusive brokerage agreement with [Ms. Lifoifoi]?

[Salty]: Yes. I think he has both brokers, like even the [Ms. Lifoifoi], even me, I think broker can be but I don't know, it's illegal, I don't know.

Tr. 139.

V. CONCLUSION

¶ 25 For the foregoing reasons, we AFFIRM the court's reversal of the constructive trust and its finding that Shakir violated the CPA.

SO ORDERED this 31st day of December, 2018.

/s/

ALEXANDRO C. CASTRO
Chief Justice

/s/

JOHN A. MANGLONA
Associate Justice

/s/

PERRY B. INOS
Associate Justice