

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Civil Other
(Consumer Protection)

State of Minnesota, by its Attorney General,
Keith Ellison,

Court File No. _____

Plaintiff,

COMPLAINT

vs.

Affordable Home Remodeling, LLC, and Ryan
David Pietron, individually,

Defendants.

The State of Minnesota, by its Attorney General, Keith Ellison, for its Complaint against
Affordable Home Remodeling, LLC and Ryan David Pietron, individually, alleges as follows:

INTRODUCTION

1. Ryan David Pietron (“Mr. Pietron), individually, and his company, Affordable Home Remodeling, LLC (“Affordable Home Remodeling”) (hereinafter collectively referred to as “Defendants”), operate a scheme in which they use deception and fraud to convince Minnesota consumers to hire them to remodel their home and pay tens or even more than a hundred thousand dollars towards the job, but then fail to deliver the materials and services paid for and unlawfully keep the consumers’ money. Sometimes, Defendants deliver only a fraction of the services and materials paid for. Other times, Defendants simply take consumers’ payments and leave without a trace.

2. Defendants use dishonesty and deception to ensnare consumers in their schemes. Defendants lie to consumers that they are licensed by the Minnesota Department of Labor and

Industry (DLI) when in fact they are not; to the contrary, DLI has banned them from even applying for a contractor's license.¹ They demand consumers pay them earlier than called for in the contract and lie about why they 'need' the money. They lie about whether any work is happening on a renovation project at all. They lie that they will give consumers a refund and then renege. In each case, Defendants lie—and have even forged documents—to get consumers to hire them and pay them money without ever delivering the renovation services and materials as promised.

3. The Attorney General, Keith Ellison, has authority to enforce Minnesota's consumer protection laws. He brings this action to, among other things, enjoin Defendants' illegal practices described in this Complaint and fully remediate the harm caused by Defendants' unlawful actions.

PARTIES

4. Keith Ellison, the Attorney General of the State of Minnesota, is authorized under Minnesota Statutes chapter 8 and has common law authority—including *parens patriae* authority—to bring this action to enforce Minnesota's laws, to vindicate the State's sovereign and quasi-sovereign interests, and to remediate all harm arising out of—and provide full relief for—violations of Minnesota's laws.

5. Affordable Home Remodeling, LLC was organized as a Minnesota limited liability company on or around August 12, 2022, with a principal place of business registered at

¹ On February 21, 2025, following years of Defendants falsely representing themselves as licensed contractors, DLI and Defendants entered a Consent Order in which DLI ordered them to "cease and desist from acting or holding themselves out as a residential building contractor, remodeler, or roofer in the state of Minnesota" and banned them from even applying for a contractor's license for five years.

18202 Minnetonka Boulevard, Deephaven, Minnesota 55391. Affordable Home is registered with the Minnesota Secretary of State, and Mr. Pietron is its owner and organizer.

6. Ryan David Pietron resides in Saint Cloud, Minnesota. He is Affordable Home's owner and operator. Mr. Pietron personally and directly participated in, directed, controlled, acquiesced to, and/or knew or should have known about and prevented the deceptive and misleading practices described in this Complaint.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action pursuant to Minnesota Statutes sections 8.01, 8.31, 325D.43 to 325D.48, 325F.67 to 325F.71, 484.01, and under common law.

8. This Court has personal jurisdiction over Defendants because they own, use, or possess real or personal property situated in Minnesota, Defendants transact business within Minnesota, and Defendants have committed acts in Minnesota in violation of Minnesota law and causing injury to Minnesota residents.

9. Venue in Hennepin County is proper under Minnesota Statutes section 542.09 because the cause of action arose, in part, in Hennepin County.

FACTUAL BACKGROUND

I. MR. PIETRON CONTROLS AFFORDABLE HOME AND DEFRAUDS CONSUMERS BY FAILING TO DELIVER PROMISED CONSTRUCTION AND REMODELING SERVICES AND MATERIALS.

10. At all times relevant, Defendants were engaged in the business of advertising, offering for sale, and selling residential construction and remodeling services and materials to consumers within the State of Minnesota. Mr. Pietron personally and directly participates in,

directs, controls, acquiesces to, and/or knows or should know about and prevented the deceptive and misleading practices described in this Complaint.

11. On or around August 12, 2022, Mr. Pietron organized Affordable Home Remodeling as a limited liability company, and he remains its owner and operator.

12. Defendants have used a deceptive sales model to sell home remodeling services to Minnesota consumers. For example, Defendants frequently represented to potential customers that Affordable Home Remodeling was licensed by DLI as a residential contractor despite never having obtained any such license. When frustrated consumers discovered DLI's open case against Defendants, Defendants falsely told consumers DLI had cleared them of wrongdoing and they would have a contractor's license shortly. In fact, in 2025, DLI would ban them from performing contracting work—or even applying for a license—for five years.

13. As is common in the construction industry, Defendants' contracts typically set a schedule with payments due at different deliverable benchmarks. Often Defendants' contracts will require the consumer to pay a portion of the total cost (*e.g.* half) up front and the remaining portion at completion of the project. However, Defendants will often demand consumers pay them sooner than called for in their contract, claiming to need the money to pay for materials or subcontractors. Consequently, when Defendants then abandon the consumer's job entirely either before or shortly after it's begun, Defendants abscond with even more money than they would have otherwise under the contract at that point in the project.

14. Using deception and falsehood as a core of their business model, Defendants have taken nearly \$400,000.00 total from at least 16 Minnesota families for home construction and remodeling projects that Defendants have failed to complete or—in many cases—start at all.

15. Mr. Pietron has total authority to act on behalf of Affordable Home Remodeling. For example, Mr. Pietron holds sales meetings with prospective customers and provides estimates for remodeling projects to consumers on behalf of Affordable Home Remodeling. He signs the contracts that Affordable Home Remodeling enters with Minnesota consumers for home remodeling services. Mr. Pietron personally accepted hundreds of thousands of dollars or more in payments from Affordable Home Remodeling customers toward their home remodeling services contracts. He also performs some remodeling services on the homes that Affordable Home Remodeling contracts to provide to consumers, such as demolition of existing structures.

16. Mr. Pietron also personally and directly participated in Affordable Home Remodeling's deceptive and misleading sales practices. He solicited home remodeling services with Minnesota consumers for Affordable Home Remodeling using misleading sales tactics, including lying about having a DLI residential contractor license. Mr. Pietron also fraudulently and deceptively lured Affordable Home Remodeling's customers into paying tens or more than a hundred thousand dollars in advanced payments—often personally asking consumers to make advance payments which were not yet due under their agreement—for remodeling materials and services that Defendants did not deliver, if Defendants started them at all.

17. Pursuant to Minnesota law, DLI licenses residential remodeling contractors and administers the State's Contractor Recovery Fund. The Contract Recovery Fund is intended to be a safety net for Minnesota consumers who have lost money due to a licensed contractor's fraudulent, deceptive, or dishonest practices, conversion of funds, or failure to perform. When consumers obtain final judgments against licensed contractors but are unable to collect the judgment from the contractor, consumers can have up to \$75,000 of the judgment paid by the Contractor Recovery Fund.

18. Yet despite his explicit representations otherwise, Mr. Pietron never obtained a license for Affordable Home Remodeling as required by Minnesota law. *See* Minn. Stat. § 326B.805, subd. 1. Therefore, even when Defendants' customers obtain a judgment against Defendants—like the judgment **L.B. of Minneapolis** obtained against Defendants after she paid around \$10,500 to Defendants in 2023 to rebuild her garage and Defendants simply disappeared with her money—the consumers are not eligible to have any part of their judgment paid by the Contractor Recovery Fund. Instead, consumers defrauded by Defendants must seek to collect their judgments directly from Defendants, which can be a fruitless process as exemplified by Defendants' failure to date to satisfy the judgment L.B. obtained against them.

II. DEFENDANTS FALSELY STATE TO CONSUMERS THAT THEY ARE LICENSED CONTRACTORS.

19. Defendants falsely hold themselves out to Minnesota consumers as licensed and bonded contractors available for a variety of home construction and remodeling projects, including kitchens, bathrooms, garages, siding, and many other types of home renovation projects.

20. When preparing a bid for consumers, Defendants will typically visit their property in person, take photographs, and make measurements. Defendants often falsely tell consumers they are licensed as a contractor while visiting to prepare their bid. When consumers who hire Defendants express concern with delays to their project, Defendants falsely reassure them that they are licensed and bonded as evidence that they are competent professionals.

21. In fact, Defendants have never been licensed. To the contrary, in February 2025, DLI and Defendants entered a Consent Order based on Defendants' longstanding practice of falsely representing themselves to be licensed builders. Defendants consented to stop performing work as contractors entirely and consented to a five-year ban on applying for a

contractor's license. Yet Defendants disregarded this order entirely and have continued trying to undertake contractor work after this order. For example, in the summer of 2025, even after consenting with DLI to cease all contracting work, Defendants were still falsely representing to **A.J. of Lino Lakes** that they were working out the DLI licensing problem and within a month would be able to perform contracting work on his family cabin. This was false—and Defendants simply took A.J.'s money and disappeared without doing any work promised in the contract.

22. One illustrative example of many is **L.W. of Cambridge**. In 2023, L.W. hired Affordable Home Remodeling to remodel her kitchen. Mr. Pietron falsely stated to L.W. during the bidding process that he was licensed and bonded, which encouraged her to hire Affordable Home over several other bids she had obtained. Based on this false representation, L.W. paid Affordable Home \$24,500.00 toward the cost of the project, plus an additional \$10,000.00 that Mr. Pietron represented was necessary to pay a subcontractor. Yet Defendants performed only some perfunctory work for L.W., including demolishing her kitchen and installing some flooring and lights (that it later turned out Defendants had done incorrectly; the work had to be corrected later by a licensed contractor). On one occasion, when L.W. asked Mr. Pietron for an update while she was out of town, Mr. Pietron told L.W. that he had a crew working at her house as they spoke. But L.W. checked her home security cameras and saw that this was false and that nobody had come to her house. Shortly after that, Defendants abandoned the job and absconded with L.W.'s payments.

23. Another example is **M.S. of Chaska**. In 2023, M.S. obtained a bid from Defendants to perform extensive remodeling of her home, including her kitchen and bathrooms. During the bidding process, an Affordable Home Remodeling employee falsely told M.S. that the company was a licensed contractor. Based on this claim, M.S. hired Affordable Home for

the project and paid a total of \$101,212.50 for the project. Defendants ultimately demolished M.S.'s kitchen and bathrooms before abandoning the project, leaving her home with limited access to running water and no cooking facilities. According to M.S., she would never have hired Defendants if she had known they were unlicensed and would take her payments but leave her home remodeling project unfinished.

24. In short, Defendants have made it a routine pattern and practice to lie to consumers about their licensure to induce consumers to hire them and pay them money when they would not have otherwise done so.

III. DEFENDANTS FALSELY STATE TO CONSUMERS THAT THEY WILL COMPLETE THEIR HOME RENOVATION PROJECTS TO INDUCE THEM TO PAY MONEY—THEN NEVER COMPLETED THE PROMISED WORK.

25. Defendants frequently take advance payments from consumers for home renovation jobs and then never complete the job or, in some cases, never even begin the promised work. Consumers have paid Defendants tens of thousands of dollars and have been left with either unfinished construction sites inside their home or else nothing to show for their payments at all.

26. When preparing bids for consumers, Defendants use misleading sales tactics to sell their home renovation services, deceive consumers into making advanced payments of tens of thousands of dollars for renovation materials and services which Defendants do not provide, and fail to complete—and in several instances even start—renovation projects. When consumers express concerns about Affordable Home Remodeling's missed deadlines, failure to communicate, failure to refund money as promised, or total disappearance, Defendants do little to nothing to satisfy consumers or respond to their concerns. Instead, Defendants provide false excuses and more broken promises. Many of Defendants' customers are left wholly dissatisfied.

27. By the summer of 2023, Defendants had taken payments on the promise of undertaking multiple home renovations projects which they would never actually complete. Yet, at the same time, Defendants continued to solicit and sign up even more consumers with promises of undertaking a home renovation project. Defendants also failed to start or complete work on these projects as promised.

28. If Minnesota consumers had known that Defendants were not going to start and/or finish their home renovation projects within the times that Defendants promised, they would not have contracted with Defendants. An illustrative—but not exclusive—example of this is that of **D.S. of Richfield**. In 2023, D.S. hired Affordable Home Remodeling to remodel her kitchen. D.S. paid Defendants \$14,086.21, half the total cost of the project, based on Defendants' representation that they would undertake the remodel. Yet unbeknownst to D.S., while Defendants promised to remodel her kitchen, Defendants had already failed to complete multiple other projects they contracted for with other consumers. Defendants ultimately demolished D.S.'s kitchen and then abandoned the job. According to D.S., she would never have hired Defendants if she had known they would take her payments but leave her home unfinished.

29. Another illustrative example of this is Defendants' failure to undertake promised home renovations for A.J. of Lino Lakes. In 2024, A.J. hired Affordable Home Remodeling to replace the siding, windows, and doors on his family cabin and paid the company \$30,000 toward this job. But despite receiving his payment more than a year ago, Defendants have failed to perform any work for A.J. or refund his money. At one point, after months of delay during which Defendants claimed to have ordered materials for A.J.'s project but had performed no work, A.J. asked Defendants for proof that they had truly ordered the materials as claimed. Defendants then sent A.J. an invoice from a lumber company bearing his cabin's address and

showing that Defendants had ordered materials for his job. But When A.J. later called the lumber company to discuss the invoice, he discovered that Defendants had forged the invoice entirely, and that Defendants had not actually ordered any materials for A.J.'s cabin at all.

30. In total, Defendants have taken nearly \$400,000.00 from consumers for payments on projects which Defendants either never began or never came close to finishing.

31. In some cases, Defendants even pressured consumers to pay them more in advance before payments were due under their contract. In several of the cases described above, including L.W. of Cambridge and M.S. of Chaska, Defendants asked them to make payments ahead of the contract's schedule by falsely saying they needed the money early to pay their workers, buy material, or else finish the project. When consumers paid this additional advance money to Defendants, they disappeared and never finished the project. These consumers are illustrative but not exhaustive of Defendants' pattern and practice of fraud.

IV. DEFENDANTS' FAILURE TO COMPLETE THE WORK THEY START RUINS PORTIONS OF CONSUMERS' HOMES AND MAKES THEM DANGEROUS AND UNUSABLE.

32. When Defendants actually do begin work on their home renovation projects, they often abandon the project midway through, leaving behind unfinished and unusable construction sites in place of central portions of consumers' homes.

33. One example is D.S. of Richfield's property. Defendants began work on what was promised to be a total remodel of her kitchen, including by tearing out her walls, kitchen cabinets, and countertops. However, Defendants then abandoned the project, leaving the kitchen completely unusable. As a result, D.S. had no kitchen for many months and was forced to find another contractor on short notice to finish the job.

V. DEFENDANTS OFTEN RENEGED ON THEIR PROMISE TO GIVE REFUNDS TO CONSUMERS FOR WORK AND MATERIAL NEVER DELIVERED.

34. While repeatedly failing to provide the renovation materials and services for which consumers paid them, Defendants also fail to issue refunds to consumers, even in some cases after promising to do so. An illustrative example of this is that of A.J. of Lino Lakes. After A.J. paid Defendants \$30,000.00 in 2024 and did not receive any siding, window, or door replacement work as promised, in 2025, Defendants offered to refund A.J. the full amount of his payment. A.J. accepted—but Defendants never returned his money. When A.J. told Mr. Pietron that he was considering filing a police report about the matter, given his discovery that Mr. Pietron was unlicensed and had forged documents related to the project, Mr. Pietron told A.J. that if he contacted the police he would never get his money back.

35. Another example is L.B. of Minneapolis. After Defendants disappeared with the \$14,000 L.B. paid them up-front for a new garage, L.B. hired an attorney to contact Defendants and demand a refund. When her attorney reached out to Mr. Pietron about the matter, Mr. Pietron falsely promised to refund L.B. all the money he owed her over several payments. Instead, Mr. Pietron made one payment and reneged on the rest.

36. This Complaint contains individual examples of Defendants' representations and interactions with Minnesota consumers to exemplify Defendants' pattern and practice of deceptive, fraudulent, and unlawful conduct. However, the State is pursuing relief based on the entirety of Defendants' widespread deceptive, fraudulent, and unlawful practices, and its case is not limited to the individual illustrative examples included in this Complaint.

**COUNT I
PREVENTION OF CONSUMER FRAUD ACT
MINN. STAT. § 325F.69, ET SEQ.**

37. Plaintiff re-alleges all prior paragraphs of this Complaint.

38. Minnesota Statutes section 325F.69, subdivision 1 (2024) reads:

The act, use, or employment by any person of any fraud, unfair or unconscionable practice, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in section 325F.70.

39. The term “merchandise” within the meaning of Minnesota Statutes section 325F.69 includes home renovation materials and services. *See* Minn. Stat. § 325F.68, subd. 2.

40. The term “person” includes “any natural person or a legal representative, partnership, corporation (domestic and foreign), company, trust, business entity, or association, and any agent, employee, salesperson, partner, officer, director, member, stockholder, associate, trustee, or cestui que trust thereof.” Minn. Stat. § 325.68, subd. 3. Defendants are both “persons” within the meaning of the statute.

41. Defendants have repeatedly violated Minnesota Statutes section 325F.69, subdivision 1, by engaging in unfair or unconscionable practices,² deceptive and fraudulent practices, and making false and misleading statements, with the intent that others rely thereon in connection with the sale of home renovation materials and services. Those practices and statements include, but are not limited to:

- a. Misrepresenting and misleading consumers to believe that Affordable Home Remodeling was licensed to perform home renovation work;
- b. Misrepresenting and misleading consumers to believe that in exchange for payment, Defendants would provide completed home renovations for them;

² Pursuant to 2023 Minnesota Laws chapter 57, article 4, section 16, the prohibited conduct of “unfair or unconscionable” practices was added to Minnesota Statutes section 325F.69, subdivision 1 and took effect August 1, 2023. The relevant time for the State’s claim under Count I for unfair or unconscionable practices pursuant to Minnesota Statutes section 325F.69, subdivision 1 began on August 1, 2023, and continues through the present.

- c. Misrepresenting and misleading consumers to believe that in exchange for payment, Defendants would provide home renovation materials and services to them;
- d. Misrepresenting and misleading consumers about Defendants' payment schedule for home renovation projects;
- e. Misrepresenting and misleading consumers about the time frame in which Defendants would begin their home renovation projects;
- f. Misrepresenting and misleading consumers about the time frame in which Defendants would complete their home renovation projects;
- g. Misrepresenting and misleading consumers about the progress that Defendants had made on their home renovation project;
- h. Misrepresenting and misleading consumers to believe that Defendants would issue refunds to them; and
- i. Performing minimal work on consumers' home renovation projects to fraudulently induce further payment from consumers and then abandoning the project after receiving payment.

42. Due to the unfair, unconscionable, deceptive, and fraudulent conduct described in this Complaint, Minnesota consumers paid Defendants for home renovation materials and services that they otherwise would not have paid, thereby causing harm to those consumers. Defendants' wrongful conduct which violated Minnesota Statutes section 325F.69, subdivision 1 caused injuries to these Minnesota consumers.

43. Mr. Pietron is liable in his individual capacity because he personally and directly participated in, directed, controlled, acquiesced to, and/or knew or should have known about and prevented the fraudulent and deceptive conduct constituting multiple, separate violations of Minnesota Statutes section 325F.69, subdivision 1, including but not limited to that detailed in this Complaint.

44. Defendants' conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 325F.69.

COUNT II
UNIFORM DECEPTIVE TRADE PRACTICES ACT
MINN. STAT. § 325D.43, ET SEQ.

45. The State re-alleges all prior paragraphs of this Complaint.

46. Minnesota Statutes section 325D.44, subdivision 1 (2024) provides in part:

A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person:

- (2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
- (3) causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another;
- (5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;
- (9) advertises goods or services with intent not to sell them as advertised;
- (13) engages in (i) unfair methods of competition, or (ii) unfair or unconscionable acts or practices;³
- (14) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.⁴

47. Defendants are “persons” within the meaning of Minnesota Statutes section 325D.44.

³ Pursuant to 2023 Minnesota Laws, chapter 57, article 4, section 6 (codified at Minn. Stat. § 325D.44, subd. 1(13)), took effect on August 1, 2023. The relevant time for the State’s claim under Count II for unfair or unconscionable acts or practices pursuant to Minnesota Statutes section 325D.44, subdivision 1(13) began on August 1, 2023, and continues through the present.

⁴ Pursuant to 2023 Minnesota Laws chapter 57, article 4, section 6, Minnesota Statutes section 325D.44, subdivision 1(13) has been re-codified as Minnesota Statutes section 325D.44, subdivision 1(14). For simplicity, the State refers to this provision as Minnesota Statutes section 325D.44, subdivision 1(14), though this provision has been in effect for the full relevant time period and continues through the present.

48. Defendants repeatedly violated Minnesota Statutes section 325D.44, subdivision 1, by engaging in unfair, unconscionable, deceptive, and fraudulent conduct that caused a likelihood of confusion or of misunderstanding among consumers in connection with the sale of home renovation material and services. Those practices include, but are not limited to:

- a. Misrepresenting and misleading consumers to believe that Defendants were licensed to perform home renovation work;
- b. Misrepresenting and misleading consumers to believe that in exchange for payment, Defendants would provide completed home renovations for them;
- c. Misrepresenting and misleading consumers to believe that in exchange for payment, Defendants would provide home renovation materials and services to them;
- d. Misrepresenting and misleading consumers about Defendants' payment schedule for home renovation projects;
- e. Misrepresenting and misleading consumers about the time frame in which Defendants would begin their home renovation projects;
- f. Misrepresenting and misleading consumers about the time frame in which Defendants would complete their home renovation projects;
- g. Misrepresenting and misleading consumers about the progress that Defendants had made on their home renovation project;
- h. Misrepresenting and misleading consumers to believe that Defendants would issue refunds to them; and
- i. Performing minimal work on consumers' home renovation projects to fraudulently induce further payment from consumers and then abandoning the project after receiving payment.

49. Due to the deceptive and fraudulent conduct described in this Complaint, consumers made payments to Defendants for home renovation materials and services they otherwise would not have purchased from Defendants, thereby causing harm to consumers.

50. Mr. Pietron is liable in his individual capacity because he personally participated in, directed, controlled, acquiesced to, and/or knew or should have known about and prevented the deceptive and fraudulent trade practices constituting multiple, separate violations of Minnesota Statutes section 325D.44, subdivision 1, including but not limited to those detailed in this Complaint.

51. Defendants' conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minnesota Statutes section 325D.44, subdivision 1.

**COUNT III
FALSE STATEMENTS IN ADVERTISEMENT ACT
MINN. STAT. § 325F.67**

52. The State re-alleges all prior paragraphs of this Complaint.

53. Minnesota Statutes section 325F.67 provides that:

Any person, firm, corporation, or association who, with intent to sell or in anywise dispose of merchandise, securities, service, or anything offered by such person, firm, corporation, or association, directly or indirectly, to the public, for sale or distribution, or with intent to increase the consumption thereof, or to induce the public in any manner to enter into any obligation relating thereto, or to acquire title thereto, or any interest therein, makes, publishes, disseminates, circulates, or places before the public, or causes, directly or indirectly, to be made, published, disseminated, circulated, or placed before the public, in this state, in a newspaper or other publication, or in the form of a book, notice, handbill, poster, bill, label, price tag, circular, pamphlet, program, or letter, or over any radio or television station, or in any other way, an advertisement of any sort regarding merchandise, securities, service, or anything so offered to the public, for use, consumption, purchase, or sale, which advertisement contains any material assertion, representation, or statement of fact which is untrue, deceptive, or misleading, shall, whether or not pecuniary or other specific damage to any person occurs as a direct result thereof, be guilty of a misdemeanor, and any such act is declared to be a public nuisance and may be enjoined as such.

54. Defendants have repeatedly violated Minnesota Statutes section 325F.67 by engaging in the deceptive and fraudulent practices described in this Complaint, including by making, publishing, disseminating, circulating, and/or placing before the public advertisements

that contain materially false, deceptive and/or misleading assertions in representations to Minnesota consumers about its home renovation services. The materially false, deceptive, and/or misleading assertions and representations include, but are not limited to:

- a. Falsely advertising that Defendants provide complete home renovation services when in fact they routinely fail to complete or even begin their projects; and
- b. Falsely representing themselves to be licensed contractors when they were not.

55. Mr. Pietron is liable in his individual capacity because he personally participated in, directed, controlled, acquiesced to, and/or knew or should have known about and prevented the false advertising conduct constituting multiple, separate violations of Minnesota Statutes section 325F.67, including but not limited those detailed in this Complaint.

56. Defendants' conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 325F.67.

**COUNT IV
UNJUST ENRICHMENT
MINNESOTA COMMON LAW**

57. The State re-alleges all other paragraphs of this Complaint.

58. Defendants misled Minnesota consumers into believing they would use their up-front payments of money to provide home renovation materials and services and completed home renovations for them. However, for many of these consumers Defendants have not provided the promised home renovation materials and services or completed home renovation projects. As a result, Minnesota consumers conferred unjust and inequitable benefits upon Defendants.

59. In many cases, Defendants lied to consumers that they were licensed by DLI.

60. Defendants knowingly accepted and retained these benefits.

61. Defendants' acceptance and retention of these benefits would be unjust and inequitable, given that Minnesota consumers have not received the promised home renovation materials and services or completed home renovations projects for which they paid Defendants.

62. Defendants have failed to compensate Minnesota consumers for the consequences of their unlawful conduct. As a result, Minnesota consumers have been deprived of home renovation materials and services and completed home renovations for which they paid Defendants.

63. Defendants' conduct constitutes unjust enrichment under Minnesota common law, for which—as a matter of equity—Defendants' should not derive any gain, and those harmed should be made whole.

PRAYER FOR RELIEF

1. WHEREFORE, the State of Minnesota, by its Attorney General, Keith Ellison, respectfully asks this Court to award judgment against Defendants as follows:

2. Declaring that Defendants' acts, as described in this Complaint, constitute multiple, separate violations of Minnesota Statutes sections 325D.44; 325F.67; and 325F.69;

3. Permanently enjoining Affordable Home and its employees, officers, directors, agents, successors, assignees, affiliates, merged or acquired predecessors, parents or controlling entities, subsidiaries, and all other persons acting in concert or participation with them, from engaging in the practices described in this Complaint or violating in any other way Minnesota Statutes sections 325D.44; 325F.67; and 325F.69;

4. Awarding judgment against Defendants for restitution under the *parens patriae* doctrine, the general equitable powers of this Court, Minnesota Statutes section 8.31, and any other authority, for all persons injured by Defendants' acts as described in this Complaint;

5. Awarding judgment against Defendants for civil penalties pursuant to Minnesota Statutes section 8.31, subdivision 3, for each separate violation of Minnesota law;

6. Awarding the State its costs, including costs of investigation and attorneys' fees, as authorized by Minnesota Statutes section 8.31, subd. 3a; and;

7. Granting such further relief as provided by law or equity or as the Court deems appropriate and just.

Dated: October 7, 2025

KEITH ELLISON
Attorney General

/s/ Bennett Hartz

BENNETT HARTZ (#0393136)
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MINN. STAT. § 549.211

ACKNOWLEDGMENT

The party or parties on whose behalf the attached document is served acknowledge through their undersigned counsel that sanctions may be imposed pursuant to Minn. Stat. § 549.211 (2024).

Dated: October 7, 2025

/s/ Bennett Hartz
BENNETT HARTZ