

STATE OF MINNESOTA  
COUNTY OF DAKOTA

DISTRICT COURT  
FIRST JUDICIAL DISTRICT

Case Type: Civil  
(Consumer Protection)

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

Court File No. 19HA-CV-25-756

Plaintiff,

vs.

**CONSENT JUDGMENT**

Brandon Michael Ferguson, Community  
Blacktop, LLC d/b/a C. Blacktop LLC, d/b/a  
Community Construction, LLC, d/b/a Frontier  
Construction, d/b/a MVP Valued Paving &  
Engineering,

Defendants.

WHEREAS, Plaintiff, State of Minnesota, by its Attorney General Keith Ellison (“the Attorney General”) filed a Complaint in this action on February 3, 2025;

WHEREAS, the Attorney General alleges in the Complaint that Brandon Michael Ferguson and Community Blacktop, LLC d/b/a C. Blacktop LLC, d/b/a Community Construction, LLC, d/b/a Frontier Construction, d/b/a MVP Valued Paving & Engineering (“Defendants”) engaged in deceptive trade practices and consumer fraud in its advertisement, sale, and provision of asphalt services in violation of the Prevention of Consumer Fraud Act, Minn. Stat. §§ 325F.68-70, and the Deceptive Trade Practices Act, Minn. Stat. §§ 325D.43-48;

WHEREAS, the Attorney General further alleges that Defendants, in the course of advertising and selling their asphalt services, failed to provide statutorily-required information and paperwork in violation of the Home Solicitation Sales Act, Minn. Stat. §§ 325G.06-11 and Personal Solicitations Sales Act, Minn. Stat. §§ 325G.12-14;

WHEREAS, the Attorney General further alleges that Defendants targeted senior citizens or disabled persons with his violative conduct, in violation of Minn. Stat. § 325F.71, which would subject Defendants to further penalties;

WHEREAS, the Attorney General and Defendants (together, “the parties”) desire to resolve fully the claims set forth in the Complaint by this consent judgment;

NOW, THEREFORE, the parties to this consent judgment agree to entry of an order and judgment with the following terms and conditions:

**INJUNCTIVE RELIEF**

1. Defendants and any entity over which Defendants exercise direction or control is permanently enjoined from engaging in business in Minnesota involving transactions with

individual consumers, except that Brandon Michael Ferguson may exercise direction or control over entities engaged in retail sales of food and beverage.

2. Notwithstanding the injunctive relief in this Consent Judgment, Brandon Michael Ferguson may work in Minnesota as an employee or contractor so long as his work does not include home solicitation sales or personal solicitation sales, as those terms are defined by Minnesota Statutes sections 325G.06 and 325G.12, respectively.

3. Within 120 days of the entry of this Consent Judgment, Defendants shall dissolve Community Blacktop, LLC, winding up as required by Minnesota law, including the processes enumerated in Minnesota Statutes section 322C.0702.

### **DECLARATORY RELIEF**

4. Defendants admit that, and the Court finds, that Defendants procured consent from consumers to perform asphalt, paving, sealing, and other tar-related work via fraud and misleading and deceptive statements. The parties agree, and the Court holds, that because Defendants' contracts with consumers were procured by the use of fraud, contracts between Defendants and consumers are void and unenforceable.

5. Defendants admit that, and the Court finds, that the above-described conduct constitutes multiple violations of the Prevention of Consumer Fraud Act and the Deceptive Trade Practices Act, Minnesota Statutes §§ 325F.69, subd. 1 and 325D.44, subd. 1 (14), respectively.

6. Defendants admit that, and the Court finds, that during Defendants' personal solicitation sales to consumers in Minnesota, Defendants employed the use of business names that were not registered with the Minnesota Secretary of State, and that the contracts Defendants presented to consumers did not contain statutorily-required language regarding consumers' right to cancellation. Defendants admit that, and the Court finds, that this conduct violated the Home Solicitation Sales Act and Personal Solicitation Sales Act, Minnesota Statutes §§ 325G.08, subd. 1 and 325G.13, respectively.

### **MONETARY JUDGMENT**

7. Defendants shall be jointly and severally liable for \$100,000 to the Attorney General. All or any portion of this payment may be distributed to consumers as restitution by the Attorney General, including use for settlement administration purposes, in the Attorney General's sole discretion. Any additional funds not used for restitution or settlement administration shall be deposited in the State's general fund pursuant to Minn. Stat. §§ 8.31 and 16A.151.

8. The parties agree that the State's ability to provide accurate restitution in this matter is hampered by Defendants' recordkeeping practices. In recognition of that difficulty, and in recognition of the time it may take the Attorney General to locate consumers impacted by Defendants' conduct, the Court specifically authorizes the Attorney General to hold funds received pursuant to this Consent Judgment in an interest-bearing account, so long as any additional funds generated in that account are distributed to consumers impacted by Defendants' conduct as restitution or deposited in the State's general fund within five years of receipt of the final installment in Defendants' payment plan.

9. Defendants' liability of \$100,000 shall be provided to the Attorney General pursuant to the following payment plan:

- a. Within 30 days of the entry of judgment in this matter, Defendants shall provide to the Attorney General \$50,000.
- b. Within 90 days of the entry of judgment in this matter, Defendants shall provide to the Attorney General an additional \$50,000.

10. Defendants' payments to the Attorney General shall be completed by check or cashier's check, and Defendants may either hand-deliver said checks to the Attorney General's Office at 445 Minnesota Street, Suite 600, or may mail in said checks to the Attorney General's Office with attention to Assistant Attorney General Noah Lewellen at 445 Minnesota Street, Suite 600, St. Paul, MN 55101.

### **STAYED CIVIL PENALTY**

11. Defendants shall pay a stayed civil penalty of \$200,000 to the Attorney General upon application to a court of competent jurisdiction and a showing by the Attorney General in such court that Defendants have materially violated any of the terms of this Consent Judgment. Such court shall decide whether the stayed civil penalty shall be imposed and may hold an evidentiary hearing, if it deems such hearing necessary.

### **RELEASE**

12. In consideration of the stipulated relief and contingent upon the Court's entry of and Defendant's satisfaction of this Consent Judgment, the Attorney General releases Defendants of any and all claims of the Attorney General connected with or arising out of the facts and allegations in the Attorney General's Complaint in the above-captioned action, up to and including the date of this Consent Judgment. This release does not prevent the Attorney General from moving to enforce the Consent Judgment, nor does it prevent the Attorney General from attempting to collect, or actually collecting, moneys due to the Attorney General under this Consent Judgment.

13. The Attorney General, through this Consent Judgment, does not settle, release, or resolve any claim Defendants or any other person or entity involving any private causes of action, claims, and remedies brought by a private party, including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31. The Attorney General's release as described in this Consent Judgment does not apply in any way to claims of any other Minnesota state agency, department, official, or division. The release does not in any way release claims against entity that is not a party to this matter.

### **ENFORCEMENT**

14. *Retained Jurisdiction.* This Court shall retain jurisdiction of this matter for purposes of enforcing this consent judgment. The parties to this consent judgment may make application as appropriate to enforce or interpret the provisions of this consent judgment or to resolve any disputes that arise under this consent judgment. The Attorney General reserves the right to maintain any action within its legal authority for such other and further relief as it determines is

proper and necessary for the enforcement of this Consent Judgment.

15. *Enforcement of Injunctive Terms.* The injunctive terms above have the full effect of a court injunction and are enforceable as such. Defendants understand that a violation of those injunctive terms may subject them to sanctions for contempt and that the Attorney General may, in their discretion, initiate legal proceedings against Defendants for any and all violations in accordance with this consent judgment and applicable law.

16. *Equitable Relief.* In any application, motion, or other action brought by the Attorney General to enforce the terms of this consent judgment, the Court has authority to award equitable relief, including specific performance.

### **GENERAL TERMS**

17. *No Effect on Other Laws.* Nothing in this Consent Judgment shall relieve Defendants of their obligations to comply with all applicable Minnesota and federal, local, or tribal laws and regulations.

18. *Execution.* This consent judgment may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

19. *Non-Waiver.* The failure of a party to exercise any rights under this consent judgment shall not be deemed to be a waiver of any right or any future rights.

20. *Nonlimitation on AGO Authority.* Nothing in this consent judgment shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

21. *Representation.* Each of the parties to this consent judgment is represented by counsel, participated in the drafting of this consent judgment, and agrees that the consent judgment's terms may not be construed against or in favor of any of the parties to this consent judgment by virtue of draftsmanship.

22. *Complete Agreement.* This Consent Judgment constitutes the full and complete terms of the agreement entered into between the Attorney General and Defendants and that the agreement is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.

23. *Bankruptcy-Related Stipulations.* The facts alleged in the Complaint will be taken as true without further proof for the purposes of determining the nondischargeability of this consent judgment in any bankruptcy proceeding. The facts alleged in the Complaint and Defendants' admissions herein establish all elements necessary to sustain an action by the Attorney General pursuant to section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Consent Judgment will have collateral estoppel effect for such purposes.

24. *Notices.* Notices or communications required by or related to this consent judgment must be sent via certified mail or emailed to the following persons, or any person subsequently designated by the parties to this consent judgment to receive such notices:

Noah Lewellen, Assistant Attorney General  
Office of the Minnesota Attorney General  
445 Minnesota Street, Suite 1200  
St. Paul, Minnesota 55101  
noah.lewellen@ag.state.mn.us

Brandon Michael Ferguson, Owner  
Community Blacktop, LLC  
3517 Cherry Ln., Unit A  
Woodbury, MN 55125

If mail or email is returned or indicated as undeliverable, notice on the Attorney General shall be made to the Manager or Deputy of the Attorney General's Office's Consumer Protection Division, or any successor division that is responsible for civil enforcement of consumer-protection laws.

25. *IRS Form 1098-F.* On or before executing this Consent Judgment, Defendants shall provide the Attorney General's Office with Defendants' social security number and taxpayer ID number. Defendants shall cooperate in the AGO's completion of IRS Form 1098-F by providing the AGO with any additional information requested by the Office regarding that form.

26. *Governing Law.* This Consent Judgment, including any issues related to interpretation or enforcement, are governed by the laws of the State of Minnesota.

27. *Judgment.* Entry of this Consent Judgment shall constitute a final judgment in this matter.

*[Signature Page to Follow]*

Dated: Feb. 6, 2025

KEITH ELLISON  
Attorney General  
State of Minnesota

s/ Noah Lewellen

NOAH LEWELLEN  
Assistant Attorney General  
Atty. Reg. No. 0397556

ATTORNEYS FOR PLAINTIFF  
STATE OF MINNESOTA

Dated: February 6, 2025



Brandon Michael Ferguson



Brandon Michael Ferguson obo  
Community Blacktop, LLC

**ORDER**

Based upon the foregoing Consent Judgment, it is SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
THE HON.  
JUDGE OF DISTRICT COURT

THERE BEING NO CAUSE FOR FURTHER DELAY, LET JUDGMENT BE ENTERED  
IMMEDIATELY.