

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.

High Road Builders, LLC, and Earl Christian
Rode, IV, individually,

Defendants.

The State of Minnesota, by its Attorney General, Keith Ellison, for its Complaint against
High Road Builders, LLC and Earl Christian Rode, IV, individually, alleges as follows:

INTRODUCTION

1. Earl Christian Rode, IV (“Mr. Rode”), individually, and his company, High Road Builders, LLC (“High Road”) (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 hundreds of thousands of 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 scheme. 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 ever even

applying for a license.¹ They lie to consumers about working for or with legitimate third-party companies with whom they have no connection whatsoever. They demand consumers pay them earlier than called for in the contract and lie about why they ‘need’ the money. They lie about having contractor’s insurance, about whether they have obtained permits for their work, and even about whether any work is happening on their 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. High Road Builders, LLC was organized as a Minnesota limited liability company on or around December 9, 2017, with a principal place of business registered at 6170 Hytrail

¹ On January 4, 2022, DLI found that Defendants “held themselves out as a residential building contractor, residential remodeler, or residential roofer in the state of Minnesota without the required license and qualifications,” and that Defendants had “engaged in fraudulent, deceptive, or dishonest practices.”

Avenue North, Pine Springs, Minnesota 55115. High Road was registered with the Minnesota Secretary of State until it was administratively terminated on February 27, 2024. At all times, Mr. Rode was its owner and organizer.

6. Earl Christian Rode, IV resides in Pine Springs, MN. He is High Road's owner and operator. Mr. Rode 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. RODE CONTROLS HIGH ROAD AND DEFRAUDS MINNESOTA CONSUMERS BY FAILING TO DELIVER PROMISED CONSTRUCTION AND REMODELING SERVICES AND MATERIALS.

10. At all relevant times, 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. Rode both entered into contracts and took

payments in his own name, as well as personally and directly participates in, directs, controls, acquiesces to, and/or knows about the deceptive and misleading practices described in this Complaint.

11. On or around December 9, 2017, Mr. Rode organized High Road as a limited liability company and was at all times its owner and operator. The Minnesota Secretary of State administratively terminated High Road as a limited liability company in 2024.

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 they were licensed by DLI as residential contractors—even providing consumers with a fake license belonging to another company—despite never having obtained any such license and even being banned from performing any contracting work by DLI. Mr. Rode has even falsely told prospective customers that he was working for a legitimate, licensed third-party home renovation contractor with whom he has no affiliation.

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.* a third or 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 the contract, claiming to need the money to begin or continue their project. 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 more than \$1.2 million total from at least 10 Minnesota families for home construction and remodeling projects that Defendants have failed to complete or—in many cases—start at all.

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

16. Mr. Rode also personally and directly participated in High Road's deceptive and misleading sales practices. He solicited home remodeling services with Minnesota consumers for High Road using misleading sales tactics, including lying about having a DLI residential contractor license and lying that he was affiliated with legitimate contractors with whom he had no connection. Mr. Rode also fraudulently and deceptively lured High Road's customers into paying tens or hundreds of thousands of dollars in advance 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. Rode never obtained a license for High Road 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 **A.M. of Apple Valley** obtained against Defendants after she paid around \$27,000 to Defendants in 2022 to build her two new decks and Defendants performed shoddy, partial work before abandoning the job—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 A.M. obtained against them.

II. DEFENDANTS FALSELY STATE TO CONSUMERS THAT THEY ARE LICENSED, INSURED, AND/OR WORK FOR LEGITIMATE THIRD-PARTY BUILDERS WITH WHOM THEY IN FACT HAVE NO RELATION.

19. Defendants hold themselves out to Minnesota consumers as licensed contractors available for a variety of home construction and remodeling projects, including kitchens, bathrooms, basements, and many other types of home renovation projects. Sometime before 2021, Defendants began advertising to Minnesota consumers, including through their website, *highroadbuilders.com*. On its website, High Road Builders has previously advertised that it was licensed and insured.

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 and insured as a contractor while visiting to prepare their bid. When consumers

who hire Defendants express concern with delays to their project, Defendants reassure them that they are licensed and insured contractors.

21. In fact, Defendants are neither licensed nor insured. To the contrary: in January 2022, DLI issued an order that Defendants cease representing themselves and licensed builders and ordered Defendants to stop performing work as contractors altogether. Defendants disregarded this order entirely and continue doing both through the present.

22. Meanwhile, Defendants have even provided consumers with what they claim is “proof” of insurance that in fact does not show High Road to be insured at all.

23. One illustrative example of many is **J.L. of Golden Valley**. In 2024 and 2025, J.L. hired Mr. Rode to rebuild a solarium for his home after his existing solarium was damaged by a hailstorm. Mr. Rode falsely stated to J.L. that he worked for an unrelated and legitimate third-party contractor and provided J.L. with a copy of that company’s legitimate builder’s license as if it applied to him. Mr. Rode even provided J.L. with a fake contract in that company’s name and a falsified invoice from a supplier who Mr. Rode falsely stated was fabricating a solarium for J.L.’s home to justify the need for additional payment. Based on these false representations, J.L. paid Mr. Rode \$60,000.00 in advance toward the cost of the project. Mr. Rode took J.L.’s money and never even began work on the project at all. Indeed, no solarium was being manufactured for J.L. Mr. Rode simply took J.L.’s money and disappeared.

24. Another example is **L.B. of Saint Paul**. In 2021, L.B. obtained a bid from Defendants to remodel her home’s upstairs and build her a back patio. During the bidding process, Mr. Rode falsely told L.B. that he and his company were licensed contractors. L.B. checked High Road’s website and saw, in writing, that it falsely represented itself as a licensed and insured builder. Based on these representations, L.B. hired Defendants for the project and

paid Defendants a total of \$28,750. Defendants ultimately left L.B.'s project only partly finished before disappearing. According to L.B., 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.

25. In short, Defendants have made it a routine pattern and practice to lie to consumers about their licensure, their insurance coverage, and even their affiliation with third party companies 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 COMPLETE THE PROMISED WORK.

26. 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.

27. 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 High Road'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.

28. By the summer of 2021, Defendants had taken payments on the promise of undertaking multiple home renovations projects which they would never actually complete, or in some cases even begin. 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.

29. 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 **J.B. of Minnetonka**. In 2021, J.B. hired Defendants to perform a series of renovations on her house. J.B. paid Defendants \$5,000, the total cost of the project, based on Defendants' representation that they would complete the entire project. Yet unbeknownst to J.B., while Defendants promised to build her addition, Defendants had already failed to complete multiple other projects they contracted for with other consumers. Defendants ultimately left J.B.'s project only partly finished and never refunded her payments. According to J.B., she would never have hired Defendants if she had known they would take her payments but leave her home unfinished.

30. Another illustrative example of this is Defendants' failure to undertake promised home renovations for **A.H. in Ramsey County**. In 2023, A.H. hired Mr. Rode, who falsely represented himself to A.H. as licensed and insured, and ultimately made total payments in the hundreds of thousands of dollars to Mr. Rode personally in exchange for his promise to perform extensive renovations to A.H.'s mother's house. But despite receiving these payments over a year ago, Defendants have failed to provide the promised home renovation to A.H. or refund his money. In fact, Defendants performed a small portion of the demolition and then abandoned the project entirely, resulting in winter weather causing irreversible structural damage to the exposed

home. Mr. Rode's poor, partial performance has required A.H. to demolish his family home entirely.

31. In total, Defendants have taken more than \$1 million from consumers for payments on projects which Defendants either never began or never came close to finishing.

32. In some cases, Defendants even pushed consumers to pay them more in advance before payments were due under their contract. In the cases of every consumer described above, Defendants deceived 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 these consumers paid this additional advance money to Defendants, they disappeared and never finished the project. These consumers are illustrative but not exhaustive.

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

33. 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 critical portions of consumers' homes.

34. One example is A.H.'s mother's property. Mr. Rode began work on what was promised to be an extensive remodel of A.H.'s property, including by tearing out walls, windows, doorways, and remodeling and expanding much of the home. However, Mr. Rode abandoned the project, leaving the interior of the home completely exposed to the elements. As a result, the home became unsalvageable, and A.H. was left with no choice but to demolish his family home and start over from scratch. Now A.H. will have to pay hundreds of thousands of dollars to have another contractor to completely rebuild the home destroyed by Defendants' poor workmanship and fraudulent conduct.

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

35. 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.M. After A.M. paid Defendants \$27,000.00 and did not receive the promised deck construction services, in 2021 Defendants falsely offered to refund A.M. \$12,000.00 and give her the raw deck materials at her home to settle the dispute and allow her to hire another contractor to redo and complete the project. A.M. accepted these terms and Defendants gave her a check for \$12,000.00, but the check bounced. To add insult to injury, Defendants went to A.M.'s house while she was away and took back the raw materials they promised to leave her so she could complete the project with another contractor. Defendants never returned A.M.'s money or materials.

36. Another example is J.L. After Mr. Rode disappeared with the \$60,000 J.L. paid him up-front for a solarium without performing any work, J.L. filed a police report for theft. When local law enforcement reached out to Mr. Rode regarding the report, Mr. Rode falsely promised to refund J.L. the money he owed him. But Mr. Rode never gave him a refund.

37. 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.

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

39. 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.

40. 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.

41. 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.

42. 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:

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.

- a. Misrepresenting and misleading consumers to believe that Defendants were licensed to perform home renovation work;
- b. Misrepresenting and misleading consumers to believe that Defendants had an insurance policy insuring their home renovation work;
- c. Misrepresenting and misleading consumers to believe that Mr. Rode was affiliated with legitimate third-party companies with whom he had no connection whatsoever, including by creating false contracts and invoices;
- d. Misrepresenting and misleading consumers to believe that in exchange for payment, Defendants would provide completed home renovations for them;
- e. Misrepresenting and misleading consumers to believe that in exchange for payment, Defendants would provide home renovation materials and services to them;
- f. Misrepresenting and misleading consumers about Defendants' payment schedule for home renovation projects;
- g. Misrepresenting and misleading consumers about the time frame in which Defendants would begin their home renovation projects;
- h. Misrepresenting and misleading consumers about the time frame in which Defendants would complete their home renovation projects;
- i. Misrepresenting and misleading consumers about the progress that Defendants had made on their home renovation project;
- j. Misrepresenting and misleading consumers to believe that Defendants would obtain the building permits necessary for their home renovation project;
- k. Misrepresenting and misleading consumers to believe that Defendants would issue refunds to them; and
- l. Performing minimal work on consumers' home renovation projects to fraudulently induce further payment from consumers and then abandoning the project after receiving payment.

43. 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.

44. Mr. Rode is liable in his individual capacity because, in addition to entering into contracts and receiving payments in his own name, he also 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.

45. 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.

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

47. 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

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

49. 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 Defendants had an insurance policy insuring their home renovation work;
- c. Misrepresenting and misleading consumers to believe that Mr. Rode was affiliated with legitimate third-party companies with whom he had no connection whatsoever, including by creating false contracts and invoices;
- d. Misrepresenting and misleading consumers to believe that in exchange for payment, Defendants would provide completed home renovations for them;

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.

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

50. 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.

51. Mr. Rode is liable in his individual capacity because, in addition to entering into contracts and receiving payments in his own name, he also 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.

52. 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

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

54. 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.

55. 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;

- b. Falsely representing themselves to be licensed contractors when they were not;
- c. Falsely representing themselves to be insured when they were not; and
- d. Falsely representing Mr. Rode to be working for legitimate third-party construction contractors when he was not.

56. Mr. Rode is liable in his individual capacity because, in addition to entering into contracts and receiving payments in his own name, he also 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 to those detailed in this Complaint.

57. 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**

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

59. 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.

60. In many cases, Defendants lied to consumers that they were licensed by DLI, insured, and/or affiliated with legitimate third-party contractors when they were not.

61. Defendants knowingly accepted and retained these benefits.

62. 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.

63. 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.

64. 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 Defendants and their 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

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Attorneys for Plaintiff, State of Minnesota

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