

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT

Case Type: Other Civil

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

Court File Number: 62-CV-25-745
Hon. Reynaldo Aligada, Jr.

Plaintiff,

vs.

Minnesota Civilian Public Safety Commission
Inc, League of Minnesota Human Rights
Commissions, DWI Prevention Services Inc.
d/b/a Community Policing Services Inc. d/b/a
Minnesota Community Policing Services Inc,
d/b/a Community Protective Services,
Minnesota Police Reserve Officers Association
(MPROA), United Criminal Justice Reform
Commission, Midwest Arbitration & Special
Conciliation Authority Inc. d/b/a Midwest
Arbitration and Special Conciliation Authority,
and David Singleton, individually,

CONSENT JUDGMENT AND ORDER

Defendants.

WHEREAS, Plaintiff State of Minnesota, by its Attorney General, Keith Ellison (“State” or “AGO”) filed and served a Complaint against Defendant Minnesota Civilian Public Safety Commission (“MCPSC”), Defendant League of Minnesota Human Rights Commissions (the “League”), Defendant DWI Prevention Services (“DWI”), Defendant Minnesota Police Reserve Officers Association (MPROA) (“MPROA”), Defendant United Criminal Justice Reform Commission (“Reform Commission”), Defendant Midwest Arbitration and Special Conciliation Authority (“Midwest Arbitration”), and Defendant David Singleton (“Singleton”), in this matter on January 30, 2025 (“Complaint”);

WHEREAS the State alleged that MCPSC, the League, DWI, MPROA, and Reform Commission failed to maintain a board of directors, failed to have annual board meetings, failed to keep accurate financial records, and failed to have an individual perform the duties of treasurer in violation of Minnesota Statutes chapter 317A;

WHEREAS the State alleged that Singleton breached the fiduciary duties he owed MCPSC, the League, DWI, MPROA, and Reform Commission in violation of Minnesota Statutes section 317A.361;

WHEREAS the State alleged that grounds for equitable relief warranting dissolution of MCPSC, the League, DWI, MPROA, and Reform Commission exists under Minnesota Statutes section 317A.751 subdivisions 1 and 5;

WHEREAS, no relief lesser than the dissolution of MCPSC, the League, DWI, MPROA, and Reform Commission would be adequate to permanently relieve the circumstances herein;

WHEREAS the State alleged that MCPSC, the League, MPROA, and Singleton engaged in deceptive solicitation of donations in violation of Minnesota Statutes section 309.55.

WHEREAS the State alleged that Midwest Arbitration, MCPSC, and Singleton engaged in deceptive and fraudulent conduct causing harm to Minnesota customers in violation of Minnesota Statutes section 325F.69;

WHEREAS the State alleged that Midwest Arbitration, MCPSC, and Singleton engaged in deceptive trade practices by making deceptive and fraudulent claims causing harm to Minnesotans in violation of Minnesota Statutes section 325D.44;

WHEREAS the State alleged that Midwest Arbitration, MCPSC, and Singleton engaged in the unauthorized practice of law by representing they could provide legal services in violation of Minnesota Statutes section 481.02 subdivisions 1 and 2;

WHEREAS, the State, MCPSC, the League, DWI, MPROA, Reform Commission, Midwest Arbitration, and Singleton desire to resolve fully the claims set forth in the Complaint against them by this Consent Judgment and Order (“Consent Judgment”);

NOW, THEREFORE, the State, MCPSC, the League, DWI, MPROA, Reform Commission, Midwest Arbitration, and Singleton hereby agree to entry of an order with the following terms and conditions:

INJUNCTIVE RELIEF

1. Singleton is permanently enjoined from directly, indirectly, individually, representatively, or in conjunction with or through, or in combination with any other person or entity, engage in any of the following conduct:

- (a) Incorporating any nonprofit organization;
- (b) Serving or acting as a director, officer, or incorporator, of a nonprofit organization;
- (c) Exercising any duties, roles, or authority of the type or nature typically exercised by a director, officer, or key employee of a nonprofit organization;
- (d) Exercising any control over, managing, overseeing, or otherwise administering a nonprofit organization’s finances, operations, or other affairs;
- (e) Having access to or otherwise exercising any control over a nonprofit organization’s bank accounts or other financial accounts;
- (f) Having access to or otherwise exercising any control over a nonprofit organization’s accounting records or bookkeeping records;
- (g) Soliciting contributions from Minnesota donors, accepting or receiving contributions from Minnesota donors, or otherwise acting as a “professional fundraiser” as the term is defined in Minnesota Statutes section 309.50, subdivision 6;
- (h) Engaging in any activity that results in having control over or responsibility for property held for a charitable purpose or acting as a “trustee” as the term is defined in Minnesota Statutes section 501B.35, subdivision 4;

- (i) Advertising or holding himself out as competent or qualified to give legal advice or counsel until such a time as Singleton becomes a member of a state bar and becomes admitted and licensed to practice as an attorney at law in said state; or
- (j) Accepting payment for providing legal advice, legal counsel, or for acting as an “attorney-in fact” until such a time as Singleton becomes a member of a state bar and becomes admitted and licensed to practice as an attorney at law in said state. Singleton is not precluded from serving as “Power of Attorney” in his personal capacity for family members, as long as no payment is accepted, and Singleton does not fraudulently misrepresent his qualifications to provide legal services.
- (k) Singleton is permanently enjoined from serving in any role as a fiduciary; however, Singleton is not enjoined from being a member of any church.

2. Singleton is enjoined for a period of 5 years from the date of filing of this Consent

Judgment from any of the following conduct:

- (a) Serving or acting as a member or employee, on or behalf of a nonprofit organization. For the purpose of clarity, this paragraph incorporates all the restrictions noted above in paragraphs 1(a) – (k).

3. Singleton is permanently enjoined from effecting any change in Minnesota Civilian Public Safety Commission, League of Minnesota Human Rights Commissions, DWI Prevention Services, Minnesota Police Reserve Officers Association (MPROA), United Criminal Justice Reform Commission, and Midwest Arbitration and Special Conciliation Authority, or any other entity’s form of doing business, organizational identity, organizational structure, affiliations, ownership, management composition or otherwise engaging in any other method or practice whose effect is to avoid the terms of this Consent Judgment. Singleton is further permanently enjoined from effecting any change in his ownership stake in, or management authority over, any entity in which he has such ownership stake or management authority as a method of, or if the effect is, assisting the entity in avoiding the terms of this Consent Judgment. Singleton is further

permanently enjoined from engaging in any conduct prohibited by this Consent Judgment through or in combination with a family member or any other person.

4. Singleton and Midwest Arbitration are permanently enjoined from directly, indirectly, individually, representatively, or in conjunction with or through or in combination with any other person or entity, engaging in any of the following conduct:

- (a) Advertising or making statements that it provides legal consulting services or legal services of any kind;
- (b) Providing legal services of any kind; or
- (c) Collecting, whether directly, indirectly, individually, representatively, or in conjunction with or through any other person or entity, solicit or accept any payments for legal services.

5. Minnesota Civilian Public Safety Commission, League of Minnesota Human Rights Commissions, DWI Prevention Services, Minnesota Police Reserve Officers Association (MPROA), and United Criminal Justice Reform Commission (collectively “Singleton Nonprofits”), are hereby dissolved by order of this court pursuant to Minnesota Statutes section 317A.751, subdivision 5, including subsections (3), (4), (5), (11), and (13).

6. The Singleton Nonprofits, with all necessary cooperation, facilitation, and assistance from Singleton, shall wind up any remaining affairs, including but not limited to:

- (a) Removing all Singleton Nonprofits’ websites and social media sites including but not limited to Facebook and Instagram;
- (b) Distributing any remaining assets in accordance with Minnesota Statutes section 317A.753, subdivisions 4 and 5.

7. Within 30 days of signing this order, the Singleton Nonprofits shall provide a copy of this order to the Minnesota Secretary of State.

MONETARY PAYMENT

8. Singleton is liable for and shall pay five thousand dollars (\$5,000) in restitution and shall pay this monetary relief to the AGO under Minnesota Statutes section 8.31, as follows:

(a) \$350 on or before May 1, 2025, and then \$350 payments made quarterly (every three months) on or before August 1, 2025, November 1, 2025, February 1, 2026, May 1, 2026, August 1, 2026, November 1, 2026, February 1, 2027, May 1, 2027, August 1, 2027, November 1, 2027, February 1, 2028, May 1, 2028, August 1, 2028;

(b) \$100 payment on November 1, 2028.

If Singleton fails to comply with the payment schedule specified in this Paragraph Singleton will have 10 days to cure the default. If Singleton fails to cure the default and make the payment specified in the payment schedule this shall be a violation of the Consent Judgment for purposes of Paragraph 11.

9. The AGO shall have the option to distribute monies it receives pursuant to this Consent Judgment in an equitable manner under applicable law, including to aggrieved customers. Monies the AGO receives pursuant to this Consent Judgment may also be used for settlement administration expenses, including but not limited to payment to a settlement administrator. Any monies received pursuant to this Consent Judgment that are not distributed to aggrieved customers or used for settlement administration expenses shall be deposited into the State General Fund.

10. The monies to be paid under Paragraph 20 shall be sent payable to the “Minnesota Attorney General’s Office” at the following address: Heather Caulkins, Assistant Attorney General, Minnesota Attorney General’s Office, 445 Minnesota Street, Suite 1200, St. Paul, Minnesota 55101.

11. Singleton further consents to and authorizes the AGO, at its sole discretion, to request and receive a copy of Singleton’s credit report from Equifax, Experian, and TransUnion after the Clerk or Court has entered the Confession of Judgment against Singleton. Singleton

acknowledges and admits that such procurement of credit reports constitutes a permissible purpose for a consumer reporting agency to furnish the reports under 15 U.S.C. § 1681b(a)(3)(A).

STAYED RELIEF

12. Singleton is liable for an additional civil penalty of \$100,000 if the Court finds, after a motion by the AGO, and pursuant to a hearing as determined by the Court, that Singleton violated any provision of this Consent Judgment. The AGO shall provide notice to Singleton of any alleged violation prior to seeking relief from the Court under this paragraph and offer a reasonable opportunity for Singleton to respond to the AGO's allegations, which Singleton shall do in a timely manner. The release provided for in Paragraph 13 of this Consent Judgment does not prevent, restrict, or otherwise limit in any way the AGO from moving for, using any information and materials in its possession, and should a violation be found, collecting the stayed civil penalty referenced in this paragraph.

GENERAL TERMS

13. This Consent Judgment constitutes neither an admission nor denial of the allegations set forth in the Complaint.

14. In consideration of the stipulated relief, the sufficiency of which is acknowledged, the AGO, upon approval of this Consent Judgment by the Court, hereby fully and completely releases Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration of any and all claims of the AGO under Minnesota Statutes chapter 317A, chapter 309, and sections 325F.69, 325D.44, and 481.02 arising out of the allegations in the AGO's Complaint in the above-captioned action, up to and including the date of the Court's approval of this Consent Judgment. The AGO through this Consent Judgment does not settle, release, or resolve any claim against Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration by any person or entity not party to this Consent Judgment, or by any other person or

entity involving any private causes of action, claims, or remedies, including but not limited to private causes of action, claims, or remedies provided for under Minnesota Statutes section 8.31. This release does not apply in any way to claims of any other Minnesota state agency, department, official, or division, including but not limited to the Minnesota Department of Revenue.

15. The claims, remedies, and relief provided for in this Consent Judgment are in addition to all other claims, remedies, and relief available to the State of Minnesota or the AGO.

16. Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration shall not state or imply, directly or indirectly, that the State of Minnesota or the AGO have approved of, condoned, or agree with any conduct, actions, or inactions by Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration.

17. Nothing in this Consent Judgment shall relieve Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration of their obligations to comply with all applicable Minnesota and federal laws and regulations, and court or administrative orders and directives.

18. Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration, after having an opportunity to decide whether to and/or consult with counsel, knowingly, intelligently, and voluntarily waives their First Amendment rights to the extent, if at all, such rights are inconsistent with any of the terms of this Consent Judgment.

19. If this Consent Judgment is violated, Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration agree that any statute of limitations, statute of repose, or other time-related defense applicable to the subject matters of the operative Complaint in this action or this Consent Judgment, and any claims arising out of or relating thereto, are retroactively tolled from and after the date of this Consent Judgment.

20. In any subsequent civil litigation by or on behalf of the State, including a nondischargeable complaint or other proceeding to enforce the State's rights to any payment or monetary judgment under this Consent Judgment in bankruptcy court, the facts alleged in the Complaint shall and will be taken as true without the need for any further proof, evidence, or other showing.

21. The facts alleged in the Complaint establish all elements necessary to sustain an action by the State pursuant to 11 U.S.C. § 523(a)(2)(A), 11 U.S.C. § 523(a)(4), and/or 11 U.S.C. § 523(a)(7), and this Consent Judgment will have collateral estoppel and/or res judicata effects for such purposes. Singleton further agrees that the entirety of the award of restitution, disgorgement, and/or civil penalties under this Consent Judgment is nondischargeable debt under these statutes and waives any right to contest or otherwise dispute the matter.

22. The person or persons signing this Consent Judgment for Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration warrants that Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration have authorized the person to execute this Consent Judgment, that he or she executes this Consent Judgment in an official capacity that binds Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration and its successors, and that Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration have been fully advised by their counsel or has voluntarily forgone such advisement before entering into the Consent Judgment.

23. 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. This Consent Judgment may be executed by facsimile or electronic copy in any image format.

24. This Consent Judgment constitutes the full and complete terms of the agreement entered into by Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration and the AGO.

25. Service of notices or other documents required or permitted by this Consent Judgment shall be served on the following persons, or any person subsequently designated to receive such notices, by mail and email, if available, at the addresses identified below:

Heather Caulkins, Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101
heather.caulkins@ag.state.mn.us

David Singleton
2191 Woodlynn Ave, Maplewood, MN 55109
specialmagistratemn@gmail.com

Minnesota Civilian Public Safety Commission Inc
2191 Woodlynn Ave, Maplewood, MN 55109
specialmagistratemn@gmail.com

The League of Minnesota Human Rights Commissions
2191 Woodlynn Ave, Maplewood, MN 55109
specialmagistratemn@gmail.com

Minnesota Police Reserve Officers Association
2191 Woodlynn Ave, Maplewood, MN 55109
specialmagistratemn@gmail.com

DWI Prevention Services, Inc.
1420 Commerce Str. #206, Roseville, MN 55113
specialmagistratemn@gmail.com

United Criminal Justice Reform Commission
2191 Woodlynn Ave, Maplewood, MN 55109
specialmagistratemn@gmail.com

Midwest Arbitration & Special Conciliation Authority Inc.
2191 Woodlynn Ave, Maplewood, MN 55109
specialmagistratemn@gmail.com

26. 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.

27. This Consent Judgment, including any issues relating to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

28. Nothing in this Consent Judgment shall be construed to limit the jurisdiction, power, or authority of the State of Minnesota or the AGO, except as expressly set forth herein in with regard to Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration.

29. The AGO shall have all powers specified by Minnesota Statutes chapter 8 and all other authority otherwise available to it for purposes of investigating any suspected violations of this Consent Judgment.

30. Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration shall fully, completely, truthfully, and promptly cooperate with the State in its compliance monitoring or investigating of any suspected violations of this Consent Judgment, including promptly providing information or documents requested by the AGO.

31. Each signatory hereto shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Consent Judgment, including that Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration shall promptly comply with any reasonable request from the AGO for information regarding verification of Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration's compliance with this Consent Judgment.

32. The AGO may file this Consent Judgment with the Court without further notice to Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration and the Court may approve and enter this Consent Judgment without further proceedings.

33. The Court shall retain jurisdiction of this matter for purposes of enforcing this Consent Judgment, notwithstanding any judgment that may be entered dismissing this proceeding with prejudice or otherwise. All signatories hereto further consent to the jurisdiction of the Court for the purposes of enforcing this Consent Judgment. The State may move the Court, as appropriate, to enforce or interpret the provisions of this Consent Judgment, or to maintain an action for other relief as it determines is proper for the enforcement of this Consent Judgment. The parties agree that, in any such motion or action brought by the State, the Court shall have authority to award all appropriate legal and equitable relief, including but not limited to specific performance.

KEITH ELLISON
Attorney General
State of Minnesota

Dated: 03/04/2025

By: Heather Caulkins
Heather Caulkins
Assistant Attorney General

MINNESOTA CIVILIAN PUBLIC SAFETY
COMMISSION INC

Dated: _____

By: _____
On behalf of Minnesota Civilian Public Safety
Commission Inc

LEAGUE OF MINNESOTA HUMAN RIGHTS
COMMISSIONS

Dated: _____

By: _____

On behalf of League of Minnesota Human Rights
Commissions

DWI PREVENTION SERVICES INC. D/B/A
COMMUNITY POLICING SERVICES INC.
D/B/A MINNESOTA COMMUNITY POLICING
SERVICES INC, D/B/A COMMUNITY
PROTECTIVE SERVICES

Dated: _____

By: _____

On behalf of DWI Prevention Services Inc. d/b/a
Community Policing Services Inc. d/b/a Minnesota
Community Policing Services Inc, d/b/a
Community Protective Services

MINNESOTA POLICE RESERVE OFFICERS
ASSOCIATION (MPROA)

Dated: _____

By: _____

On behalf of Minnesota Police Reserve Officers
Association (MPROA)

UNITED CRIMINAL JUSTICE REFORM
COMMISSION

Dated: _____

By: _____

On behalf of United Criminal Justice Reform
Commission

MIDWEST ARBITRATION & SPECIAL
CONCILIATION AUTHORITY INC. D/B/A

MIDWEST ARBITRATION AND SPECIAL
CONCILIATION AUTHORITY

Dated: _____

By: _____

On behalf of Midwest Arbitration & Special
Conciliation Authority Inc. d/b/a Midwest
Arbitration and Special Conciliation Authority

DAVID SINGLETON, INDIVIDUALLY

Dated: _____

By: _____

On behalf of David Singleton, individually

32. The AGO may file this Consent Judgment with the Court without further notice to Singleton, MCPSC, the League, MPROA, DWI, Reform Commission, and Midwest Arbitration and the Court may approve and enter this Consent Judgment without further proceedings.

33. The Court shall retain jurisdiction of this matter for purposes of enforcing this Consent Judgment, notwithstanding any judgment that may be entered dismissing this proceeding with prejudice or otherwise. All signatories hereto further consent to the jurisdiction of the Court for the purposes of enforcing this Consent Judgment. The State may move the Court, as appropriate, to enforce or interpret the provisions of this Consent Judgment, or to maintain an action for other relief as it determines is proper for the enforcement of this Consent Judgment. The parties agree that, in any such motion or action brought by the State, the Court shall have authority to award all appropriate legal and equitable relief, including but not limited to specific performance.

KEITH ELLISON
Attorney General
State of Minnesota

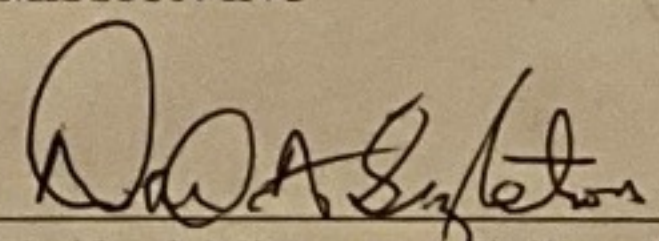
Dated: _____

By: _____

Heather Caulkins
Assistant Attorney General

MINNESOTA CIVILIAN PUBLIC SAFETY
COMMISSION INC

Dated: 3/3/2025

By: 

On behalf of Minnesota Civilian Public Safety
Commission Inc

LEAGUE OF MINNESOTA HUMAN RIGHTS
COMMISSIONS

Dated: 3/3/2025

By: [Signature]
On behalf of League of Minnesota Human Rights
Commissions

DWI PREVENTION SERVICES INC. D/B/A
COMMUNITY POLICING SERVICES INC.
D/B/A MINNESOTA COMMUNITY POLICING
SERVICES INC, D/B/A COMMUNITY
PROTECTIVE SERVICES

Dated: 3/3/2025

By: [Signature]
On behalf of DWI Prevention Services Inc. d/b/a
Community Policing Services Inc. d/b/a Minnesota
Community Policing Services Inc, d/b/a
Community Protective Services

MINNESOTA POLICE RESERVE OFFICERS
ASSOCIATION (MPROA)

Dated: 3/3/2025

By: [Signature]
On behalf of Minnesota Police Reserve Officers
Association (MPROA)

UNITED CRIMINAL JUSTICE REFORM
COMMISSION

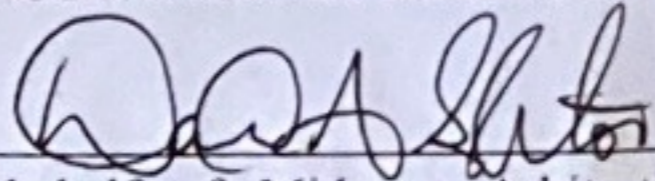
Dated: 3/3/2025

By: [Signature]
On behalf of United Criminal Justice Reform
Commission

MIDWEST ARBITRATION & SPECIAL
CONCILIATION AUTHORITY INC. D/B/A

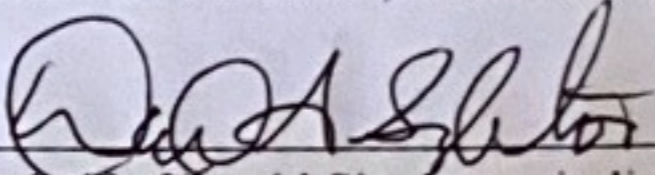
MIDWEST ARBITRATION AND SPECIAL
CONCILIATION AUTHORITY

Dated: 3/3/2025

By: 
On behalf of Midwest Arbitration & Special
Conciliation Authority Inc. d/b/a Midwest
Arbitration and Special Conciliation Authority

DAVID SINGLETON, INDIVIDUALLY

Dated: 3/3/2025

By: 
On behalf of David Singleton, individually

ORDER

Having reviewed the terms of the foregoing Consent Judgment, which is incorporated herein by reference, and which the Court finds reasonable and appropriate, it is SO ORDERED

Date

Judge Reynaldo Aligada, Jr.

LET JUDGMENT BE ENTERED ACCORDINGLY.