STATE OF MINNESOTA

COUNTY OF HENNEPIN

DISTRICT COURT

FOURTH JUDICIAL DISTRICT

Case Type: Other Civil
(Consumer Protection)

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

Plaintiff,

vs.

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

Defendants.

Court File No. 27-CV-25-18754
Judge Michael K. Browne

CONSENT JUDGMENT AND ORDER

WHEREAS, this Consent Judgment is entered into between Plaintiff, the State of Minnesota, by its Attorney General Keith Ellison ("Attorney General") and Defendants Ryan David Pietron ("Mr. Pietron") and Affordable Home Remodeling, LLC ("AHR") (collectively, "Defendants");

WHEREAS, the Attorney General is authorized under Minnesota Statutes chapter 8 and common law authority, including *parens patriae* authority, to enforce Minnesota's laws, vindicate the Attorney General's sovereign and quasi-sovereign interests, and remediate all harm arising out of—and provide full relief for—violations of Minnesota's laws;

WHEREAS, Defendant AHR is an inactive limited liability company organized under the laws of Minnesota with a registered principal place of business located at 2330 County Road 137, Waite Park, MN 56387;

WHEREAS, Defendant Mr. Pietron is the owner and manager of AHR and currently resides in St. Cloud, Minnesota.

WHEREAS, the Attorney General filed a Complaint in this matter on October 14, 2025, alleging that Defendants operated a scheme in which they used misrepresentations to convince Minnesota consumers into hiring them and making substantial payments for home construction and renovation projects that they then failed to complete, or in many cases even start;

WHEREAS, Defendant Mr. Pietron answered the Complaint on November 7, 2025, and denied the Attorney General's allegations;

WHEREAS, Defendant AHR did not respond to the Complaint; and

WHEREAS, the Attorney General and Defendants (collectively, "the Parties") desire to resolve fully the claims set forth in the Complaint by entering into this Consent Judgment;

NOW, THEREFORE, the Parties hereby agree to entry of an order with the following terms and conditions:

I. INJUNCTIVE RELIEF

1. AHR's (1) principals, officers, directors, agents, servants, employees, and independent contractors; (2) parents, affiliates, subsidiaries, and successors; and (3) those persons acting in concert or participation with Defendants who receive actual notice of this Order, as well as Mr. Pietron, individually, agree to, and shall comply with, the following permanent injunctive terms and provisions:

a. Defendants shall not hereinafter, directly or indirectly, individually or in conjunction with any other person or entity, engage in any of the following in the State of Minnesota:

i. Owning, operating, directing, controlling, managing, working for, or participating in the activities of any corporation, limited liability company, sole proprietorship, or other entity that engages in the business of providing construction, remodeling, installation, renovation or similar services in Minnesota or to any Minnesota person;

ii. Selling, offering, soliciting, advertising, marketing, accepting payment for, rendering, engaging in, or assisting with any construction, remodeling, installation, renovation or related services in Minnesota or to any Minnesota person;

iii. Initiating litigation or threatening to initiate litigation against, or engaging in any other effort to collect payment from, consumers relating to contracts, agreements, or home construction or renovation services derived from Defendants' practices described in the Attorney General's Complaint;

b. Defendants shall not engage in any conduct that violates Minnesota Statutes section 325F.67 (False Statements in Advertising Act), 325F.69 (Consumer Fraud Act), or 325D.44 (Deceptive Trade Practices Act).

2. Defendants shall fulfill the terms of this Consent Judgment so as to accomplish the full relief contemplated by this Consent Judgment. Defendants shall not effect any change in their form of employment, of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition as a method or means of attempting to avoid the requirements of this Consent Judgment.

II. MONETARY PAYMENT

3. Defendants shall be jointly and severally liable to pay a monetary judgment to the Attorney General for the sum of $1,068,920.40 (the "Settlement Sum") pursuant to Minn. Stat. § 8.31. Defendants shall fully pay the judgment no later than 30 days after the date on which the Court enters this Consent Judgment and Order. This sum is constituted as follows:

4. For purposes of Minnesota Statutes section 8.31 and 2025 1st Spec. Sess., Ch. 13, Art. 8, sections 8-10, $518,096.80 of the Settlement Sum is restitution, which may be distributed to consumers by the Attorney General in his sole discretion pursuant to Minn. Stat. § 8.31 (the "Consumer Enforcement Public Compensation Amount"). Any remaining funds from the

Consumer Enforcement Public Compensation Amount shall be remitted in accordance with Minnesota law, including Minnesota Statutes section 8.31, subd. 2c.

5. The remaining $550,823.60 of the Settlement Sum ("Remainder Amount"), which is comprised of $518,096.80 in civil penalties and $32,726.80 for the Attorney General's costs and reasonable attorney's fees under Minnesota Statutes section 8.31, is not consumer enforcement public compensation and shall be deposited in accordance with Minnesota Statutes section 8.37. Monies from the Settlement Sum may also be used for settlement administration expenses, including payment to a settlement administrator.

6. If, after entry of this Consent Judgment, the Attorney General discovers Defendants received payments from additional Minnesota consumers for uncompleted work not previously disclosed to the Attorney General, the Attorney General may file an informal, expedited letter motion with the Court under Minn. R. Civ. P. 60.02(b) and Minn. R. Gen. Prac. 115.04(d) requesting amendment of the Consumer Enforcement Public Compensation Amount provided in paragraph 4 to add the sums these additional Minnesota consumers are owed so that they may receive restitution from Defendants or in accordance with the Consumer Protection Restitution Account, Minn. Stat. § 8.37.

7. The Settlement Sum shall be paid by wire transfer to the Attorney General pursuant to the wire-transfer instructions provided by the Attorney General. Defendants shall provide at least one-day advance notice to the Attorney General before the wire transfer as well as a copy of the outgoing wire receipt.

III. RELEASE

8. In consideration of the stipulated relief, the sufficiency of which is acknowledged, and contingent upon the Court's entry of this Consent Judgment and Order, the Attorney General,

by execution of this Consent Judgment, hereby fully and completely releases Defendants from any and all claims of the Attorney General under sections 325F.67 (False Statements in Advertising Act), 325F.69 (Consumer Fraud Act), and 325D.44 (Deceptive Trade Practices Act) connected with or arising out of the allegations in the Attorney General's Complaint in the above-captioned action, up to and including the date of the Court's entry of this Consent Judgment.

9. The Attorney General, through this Consent Judgment, does not settle, release, or resolve any claim against Defendants or any other person or entity involving any private causes of action, claims, and remedies including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31. The Attorney General's release in this Consent Judgment also 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 Labor and Industry.

IV. GENERAL TERMS

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

11. *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.

12. *Authority to Bind*. By signing this Consent Judgment for AHR, Mr. Pietron warrants that AHR has authorized him to execute this Consent Judgment, that AHR has had the opportunity to be fully advised by counsel before entering into the Consent Judgment, and that he executes this Consent Judgment in an official capacity that binds AHR.

13. *Complete Agreement*. This Consent Judgment constitutes the full and complete terms of the agreement entered into between the Attorney General and Defendants.

14. *Retained Jurisdiction, Enforcement, and Equitable Relief*. The Court shall retain jurisdiction of this matter for purposes of enforcing this Consent Judgment. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Consent Judgment or, in the alternative, maintain any action within his legal authority for such other and further relief as he determines is proper and necessary for the enforcement of this Consent Judgment. Defendants understand that if the Court holds that they have committed a violation of this Consent Judgment, such violation may subject Defendants to sanctions for contempt and that the Attorney General may thereafter, in his sole discretion, initiate legal proceedings against Defendants for any and all violations of this Consent Judgment. The Parties agree that, in any action brought by the Attorney General to enforce the terms of this Consent Judgment, the Court shall have the authority to award equitable relief, including specific performance.

15. *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 receive such notices:

Bennett Hartz
Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 800
St. Paul, Minnesota 55101
bennett.hartz@ag.state.mn.us

Ryan David Pietron and Affordable Home Remodeling, LLC
222 23rd Ave North
St. Cloud, MN 56303
ryanpietron7@gmail.com

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 AGO's Consumer Protection Division, or any successor division that is responsible for civil enforcement of Minnesota's consumer protection laws.

16. *Notifying Participating Persons*. Defendant AHR shall notify its principals, officers, directors, agents, servants, employees, independent contractors, parents, affiliates, subsidiaries, successors, and any other person in active concert or participation with the company of its obligations, duties, and responsibilities imposed on them by this Consent Judgment.

17. *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.

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

19. *Non-limitation 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.

20. *AGO Non-approval of Defendants' Actions*. Defendants shall not state or imply, directly or indirectly, that the State of Minnesota or the Attorney General condone, agree with, or have approved of any conduct or actions by Defendants.

21. *Representation*. Each of the Parties has had the opportunity to be 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 by virtue of draftsmanship.

22. *Facts Deemed True Solely for Bankruptcy Discharge*. The facts alleged in the Attorney General's Complaint will be taken as true without further proof for the purposes of

determining the nondischargeability of the Attorney General's monetary judgment, as ordered by the Consent Judgment, in any bankruptcy proceeding.

23. *Established Misrepresentation Exception from Bankruptcy Discharge*. The facts alleged in the Attorney General's Complaint 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. *Established Penalty Exception from Bankruptcy Discharge*. Defendants agree that the Remainder Amount provided under paragraph 5 above represents a civil penalty, costs, and attorney's fees owed to the Attorney General, is not compensation for actual pecuniary loss, and, therefore, is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

25. *IRS Form 1098-F Cooperation*. On or before executing this Consent Judgment, Defendants shall provide the Attorney General with their taxpayer identification number (TIN) or social security number. Defendants shall also cooperate in the Attorney General's Office's completion of Internal Revenue Service Form 1098-F (Fines, Penalties, and Other Amounts) by providing the Attorney General with any additional information requested by the Attorney General's Office relating to the form.

26. *IRS Form 1098-F Reporting*. For the purposes of Internal Revenue Service Form 1098-F (Fines, Penalties, and Other Amounts), $518,096.80 shall be considered the "Restitution/remediation amount."

27. *Further Acts*. Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Consent Judgment.

28. *Entry of Final Judgment*. The Parties consent to entry of the foregoing Consent Judgment, which shall constitute a final judgment. The judgment shall take effect immediately upon entry by the clerk of this Court.

KEITH ELLISON
Attorney General
State of Minnesota

Date: November 3, 2026

By: _____
Bennett Hartz
Assistant Attorney General

Date: 11/02/2026

By: Ryan Pietron (Nov 2, 2026 18:29:22 CST)
Ryan David Pietron
On behalf of Defendant Affordable Home Remodeling, LLC

Date: 11/02/2026

By: Ryan Pietron (Nov 2, 2026 18:29:22 CST)
Ryan David Pietron, 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.

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

BY THE COURT

_____

Michael K. Browne Dated
Judge of District Court