

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ANOKA

TENTH JUDICIAL DISTRICT

Case Type: Civil Other
(Consumer Protection)

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

Court File No. 02-CV-24-2122

Plaintiff,

CONSENT JUDGMENT

vs.

Midwest Car Search, LLC and Scott Spiczka, in
his individual capacity,

Defendants

WHEREAS, this Consent Judgment is entered into between the State of Minnesota, through its Attorney General, Keith Ellison (“the Attorney General”), and Defendants Midwest Car Search, LLC (“MCS”) and Scott Spiczka (“Mr. Spiczka”) (together, “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 State’s sovereign and quasi-sovereign interests, and remediate all harm arising out of—and provide full relief for—alleged violations of Minnesota’s laws;

WHEREAS, MCS is a limited liability company organized under the laws of Minnesota and with a principal place of business at 990 Osborne Road NE, Fridley, MN 55432;

WHEREAS, Mr. Spiczka is the sole owner and president of MCS;

WHEREAS, the Attorney General filed a Complaint in this action on April 23, 2024, alleging that Defendants engaged in unlawful practices in connection with the sale of used motor vehicles to Minnesota consumers in violation of the Minnesota Used Car Law, Minn. Stat. § 325F.662; the Deceptive Trade Practices Act, Minn. § 325D.44; the False Statement in

Advertising Act, Minn. Stat. § 325F.67; the Prevention of Consumer Fraud Act, Minn. Stat. § 325F.69, and the Commercial Assumed Names Law, Minn. Stat. § 333.01;

WHEREAS, Defendants filed an Amended Answer, Counterclaim, and Third-Party Claims on August 7, 2024 against the State, Attorney General Keith Ellison, and Assistant Attorney General Alex Baldwin (collectively, “Counterclaim and Third-Party Defendants”);

WHEREAS, on January 7, 2025, the Court dismissed with prejudice all claims brought by Defendants in their August 7, 2024 Amended Answer, Counterclaim, and Third-Party Claims, and on March 19, 2025, the Minnesota Court of Appeals issued an order determining that Defendants’ appeal was not ripe because the Anoka County District Court abused its discretion in certifying the partial judgment as final;

WHEREAS, on March 18, 2025, the Attorney General filed a First Amended Complaint;

WHEREAS on August 29, 2025, MCS subsequently filed a suit in Ramsey County District Court (Court File No. 62-CV-25-7201) against Attorney General Keith Ellison, Assistant Attorney General Alex Baldwin, and Investigator David Pegg (collectively, “Ramsey County Defendants” or “Ramsey County Action Defendants”), (hereinafter “Ramsey County Action”);

WHEREAS, on September 17, 2025, the Defendants in the Ramsey County Action moved to dismiss all claims against them under Minnesota Rule of Civil Procedure 12, and on November 19, 2025, the Defendants in the Ramsey County Action moved for Sanctions against MCS under Minnesota Rule of Civil Procedure 11 for filing the Ramsey County Action;

WHEREAS, on March 10, 2026, the District Court in the Ramsey County Action granted the Ramsey County Action Defendants’ Motion to Dismiss under Rule 12 but denied the Ramsey County Action Defendants’ Motion for Sanctions under Rule 11;

WHEREAS, on March 13, 2026, MCS appealed the district court's order dismissing the Ramsey County Action under Rule 12 and on March 27, 2026, the Ramsey County Defendants cross-appealed the district court's denial of sanctions under Rule 11, with oral argument for MCS's appeal and the Ramsey County Defendants' cross appeal scheduled for September 30, 2026;

WHEREAS, on April 7, 2026, the Ramsey County Defendants moved to stay the appeal of the March 10, 2026 Ramsey County District Court judgment "pending the final disposition of related litigation between the parties in Anoka County;"

WHEREAS, on May 6, 2026, the Court of Appeals issued a Special Term Order denying the Ramsey Defendants' Motion to Stay;

WHEREAS, the Attorney General, Assistant Attorney General Alex Baldwin, David Pegg, MCS, and Mr. Spiczka (collectively, "the Parties") desire to resolve fully this matter, including all claims, counterclaims, and third-party claims, claims in the Ramsey County Action, and appeal rights thereto, by entering into this Consent Judgment and a Stipulation for Dismissal with prejudice of the Ramsey County Action;

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

INJUNCTIVE RELIEF

MCS, including its principals, officers, directors, employees, agents, affiliates, subsidiaries, successors, and those acting in concert or participation with MCS who receive actual notice of this Order, as well as Mr. Spiczka, individually,¹ shall comply with the following permanent injunctive terms and provisions:

¹ Mr. Spiczka, in his individual capacity, is bound by the injunctive relief in this Consent Judgment so long as he remains an owner of, or is otherwise associated with, MCS. This Consent Judgment also applies to Mr. Spiczka individually if he, in the future, is the owner of, or an officer, shareholder, or director of another car dealership. In the event that Mr. Spiczka relinquishes

1. Defendants shall not advertise, market, or represent that any of their used motor vehicles are “certified,” and Defendants shall not sell any used motor vehicle as “certified.”

2. Defendants shall not sell any vehicle service contracts to any Minnesota consumers unless they have first clearly and conspicuously marked the box on the Buyer’s Guide next to the following phrase:

SERVICE CONTRACT. A service contract on this vehicle is available for an extra charge. Ask for details about coverage, deductible, price, and exclusions. If you buy a service contract within 90 days of your purchase of this vehicle, *implied warranties* under your state’s laws may give you additional rights.

3. Defendants shall not sell any vehicle service contract without first disclosing orally and in writing in a clear and conspicuous manner: (1) that the vehicle service contract is an optional product that the consumer is not required to purchase in order to buy a used motor vehicle; (2) that the vehicle service contract is an additional charge, separate and in addition to the vehicle price, and (3) the price of the vehicle service contract if the consumer chooses to purchase a vehicle service contract. Defendants shall make the disclosures provided for in this paragraph before a Minnesota consumer agrees to purchase a used motor vehicle or otherwise begins signing any forms related to the purchase of the used motor vehicle. If Defendants conduct a sale in Spanish, Defendants shall make the disclosures provided for in this paragraph in Spanish.

4. During the course of its sales of used motor vehicles and vehicle service contracts to Minnesota consumers, Defendants shall refer to vehicle service contracts as “optional vehicle service contracts” and shall not refer to vehicle service contracts as “warranties;” “extended warranties;” or any other phrase.

ownership of MCS in the future and is no longer associated with MCS, Mr. Spiczka will not have any liability for MCS’s subsequent violation of any injunctive terms of this Consent Judgment.

5. Defendants shall: (1) accurately disclose, in writing, the duration of the express warranty that applies to the used motor vehicle, if one so applies, in accordance with Minnesota Statute section 325F.662, subdivision 2(a)(1)-(3); (2) accurately disclose, in writing, the parts covered by the express warranty that applies to the used motor vehicle warranty in accordance with Minnesota Statute section 325F.662, subdivision 2(c) and 2(d); and (3) honor the terms of the express warranty that applies to the used motor vehicle in accordance with Minnesota Statute section 325F.662, subdivisions 4, 5, 6, and 7. If Defendants conduct a sale in Spanish, the written disclosures provided for in this paragraph shall be provided to the consumer in Spanish.

6. Defendants shall: (1) display a Buyer's Guide in the window of each used motor vehicle they make available for sale; (2) provide a Buyer's Guide for each sale of a used motor vehicle; (3) accurately disclose that the vehicle includes a warranty on the Buyer's Guide when the warranty is required by law; (4) accurately disclose the duration and parts covered by the warranty on the Buyer's Guide as required by law; and (5) provide Buyer's Guides in Spanish if the sale is conducted in Spanish.

7. Defendants shall provide the following documents², if provided in English, that are part of a used-vehicle transaction to the purchaser in Spanish when the sale is conducted in Spanish:

- (a) Buyer's Guide
- (b) Arbitration Agreement (if used in a sale)
- (c) Buyer's Order

² Defendants shall not change the title of any documents or disclosures listed in this paragraph to evade complying with this paragraph and to the extent that the title of any of these documents or disclosures are modified by any third-party, Defendants shall continue to provide them in Spanish (to the extent they are provided in English).

- (d) Agreement to Provide Insurance
- (e) Conditional Delivery Agreement
- (f) We Owe
- (g) Optional Products Disclosure
- (h) Credit Acceptance Corporation (“CAC”) Retail Installment Contract, including Truth in Lending Act disclosures
- (i) CAC Disclosure Form
- (j) CAC Consent and Authorization Form
- (k) CAC Notice to Co-Signor Form
- (l) Vehicle Service Contract
- (m) CAC Electronic Communications Consent
- (n) Down Payment Refund Agreement
- (o) Midwest Car Search Payment and Optional Products
- (p) Untitled Customer Questionnaire
- (q) Credit Application
- (r) CAC Odometer Disclosure
- (s) CAC E-Sign Consent.

For documents (c)³, (h), (i), (j), (k), (l), (m), (n), (r), and (s), Defendants may satisfy the requirements of this paragraph by providing the unpopulated form provided by CAC, Reynolds & Reynolds, or Frazer Computing, LLC to the purchaser in Spanish at the time of the transaction and

³ If the Buyer’s Order is made available to Defendants as a form that can be modified or as a fillable form, then Defendants shall use that form when conducting a transaction in Spanish rather than merely providing the consumer with the unpopulated form.

ensuring the Spanish-language form is available and visible to the purchaser when executing the populated form in English.

8. Defendants shall ensure that the statements about warranty coverage made in the Buyer's Order are true, accurate, and consistent with Minnesota Statutes section 325F.662, subds. 2, 3, 4, 5, and 6.

9. Defendants shall not conduct business under any unregistered trade name without first filing with the Office of the Secretary of State, a certificate setting forth the name and business address under which the business is conducted or transacted, or is to be conducted or transacted, and the true name of each person conducting or transacting the same, with the address of such person.

10. Defendants shall not cause their goods or services to be advertised, marketed, or sold in any manner without clearly and conspicuously disclosing that the goods or services are being offered by MCS. This provision applies to advertising, soliciting, or marketing performed by Coches MN LLC or any other third party acting on behalf of MCS.

11. Upon receiving a complaint from a Minnesota consumer in which the consumer reports that Defendants potentially engaged in conduct that violates paragraphs 1 through 10 of this Consent Judgment, Defendants shall investigate the complaint and provide a written response to the Minnesota consumer that identifies what, if any corrective action Defendants will take in response to the complaint. At the completion of the first full quarter after entry of this Consent Judgment, and on the first, second, third, and fourth anniversary of entry of this Consent Judgment, Defendants shall provide all documented complaints and all written responses identified in this paragraph to the Attorney General. For purposes of this Consent Judgment, a "complaint" constitutes a verbal or written communication from a Minnesota consumer that alleges Defendants

engaged in conduct that violates paragraph 1 through 10 of this Consent Judgment. To constitute a “complaint,” the consumer need not specifically invoke or reference this Consent Judgment, nor paragraphs 1 through 11. Defendants shall create a written policy and procedure for documenting verbal complaints from Minnesota consumers alleging Defendants engaged in conduct that violates paragraphs 1 through 10 of this Consent Judgment, and a standardized process for investigating and responding to such consumer complaints in accordance with this paragraph. For purposes of this Consent Judgment, Defendants, following a reasonable inquiry are not required to follow the same process or procedures for documenting or addressing complaints that do not allege either violations of the Consent Judgment or conduct that violates paragraphs 1–10 of the Consent Judgment.

12. Defendants shall create detailed, written policies and procedures to ensure that Defendants comply with paragraphs 1 through 12 of this Consent Judgment as well as Minnesota law. Defendants shall provide a copy of these policies, and any updates to any of these policies, to the Attorney General.

13. Defendants shall provide initial and on-going training to their employees to ensure that Defendants’ employees comply with the detailed, written policies and procedures identified in paragraphs 1 through 13 of this Consent Judgment.

14. At the completion of the first full quarter after entry of this Consent Judgment, and on the first, second, third, and fourth anniversary of entry of this Consent Judgment, Defendants shall provide the Attorney General with a report under penalty of perjury that identifies all actions taken by Defendants to comply with this Consent Judgment, including any actions taken in response to any complaints identified in paragraph 11 of this Consent Judgment.

15. Defendants shall provide a copy of this Order to all its principals, officers, directors, employees, affiliates, subsidiaries, and successors, as well as other persons in active concert or participation with Defendants (including any agents or affiliates who may act on its behalf in the future).

16. Defendants shall not effect any change in Midwest Car Search's form 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. Nothing herein prevents MCS from closing as a business.

17. Within five (5) days of the Court's entry of this Consent Judgment and Order, Defendants shall dismiss with prejudice all of their Counterclaims and Third-Party Claims in the Anoka County Action, as well as all of their claims in the Ramsey County Action, as well as its pending appeal from the Ramsey County Action.

REPRESENTATIONS AND WARRANTIES

18. On May 13, 2025, February 26, 2026, and August 24, 2026, Defendants produced to the State financial disclosures, signed under penalty of perjury, attesting to Defendants' assets, liabilities, and other financial information. Defendants represent and warrant for purposes of this Consent Judgment that the financial disclosures and supplemental affidavits they have provided to the Attorney General are true, accurate, and complete. The Attorney General has relied on Defendants' financial disclosures and supplemental affidavit in entering into this Consent Judgment.

MONETARY PAYMENT

19. Defendants shall pay, jointly and severally, at their election, to the Attorney General the sum of \$100,000 (the "Settlement Sum"). The Settlement Sum shall be paid as follows: (1) the initial payment of \$5,000 shall be paid no later than 30 days after the Court's entry of this

Consent Judgment; (2) the second payment of \$20,000 shall be paid by no later than December 31, 2026; (3) the third payments of \$25,000 shall be paid no later than February 28, 2027; (4) the fourth payment of \$25,000 shall be paid no later than May 31, 2027; and (5) the fifth payment of \$25,000 shall be paid no later than August 31, 2027. Defendants' payments shall be made by wire transfer to the Attorney General pursuant to the wire-transfer instructions provided by the Attorney General's Office. Defendants shall provide at least one-day advance notice to the Attorney General's Office before each wire transfer as well as a copy of the outgoing wire receipt.

20. All of the Settlement Sum constitutes restitution, which may be distributed to consumers by the Attorney General in his sole discretion pursuant to Minn. Stat. § 8.31. Monies from the Settlement Sum may also be used for settlement administration expenses, including payment to a settlement administrator. Any remaining funds shall be deposited in the general fund of the State of Minnesota pursuant to Minnesota Statutes sections 8.31 and 8.37.

21. If Defendants fail to pay the Settlement Sum as provided in Paragraph 19 the Attorney General shall provide Defendants and their counsel written notice of this violation pursuant to Paragraph 23 and give Defendants 10 business days to cure this violation. Failure to comply with Paragraph 19 shall be a violation of the Consent Judgment for purposes of Paragraphs 23 and 24.

22. If Defendants do not cure a failure to comply with the payment scheduled specified in Paragraph 19, Defendants consent to and authorize the AGO to *ex parte* immediately file with the Court the Confession of Judgment that Defendants have executed in relation to this Consent Judgment pursuant to Minn. Stat. § 548.22, thereby rendering Defendants immediately liable for the entire Settlement Sum minus any amounts already paid by Defendants pursuant to this Consent

Judgment. Defendants consent to the Court Administrator or Clerk of Court entering the Confession of Judgment forthwith without any additional notice or other action.

STAYED CIVIL PENALTY

23. For the purposes of resolving disputes with respect to compliance with this Consent Judgment, if the Attorney General has a reasonable basis to believe that Defendants engaged in a practice that violates a provision of this Consent Judgment subsequent to the Court's entry of this Consent Judgment, then the Attorney General shall notify Defendants, as applicable, in writing of the specific concern, identify the provision(s) of this Consent Judgment that the practice appears to violate, and give Defendants, as applicable, 10 business days to respond to the notification; provided, however, that the Attorney General can take action without any such notice if he believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action. Upon receipt of written notice from the Attorney General, Defendants, as applicable, shall provide a good-faith written response to the Attorney General notification, containing either a statement explaining why it believes it is in compliance with the Consent Judgment, or a detailed explanation of how the alleged violation occurred and a statement explaining how they intend to remedy the alleged violation. Upon giving Defendants, as applicable, 10 business days from receipt of the notice to respond, the Attorney General shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in the possession, custody, or control of Defendants that relate to its compliance with each provision of this Consent Judgment.

24. If Defendants have not cured the alleged violation(s) after the notice-and-cure period referenced in paragraph 23, and Defendants remain in material violation of this Consent Judgment, the Attorney General may file a Motion to Enforce this Consent Judgment and recover a stayed civil penalty of \$200,000. Defendants will have an opportunity to respond to such motion.

Defendants may request to be heard at an evidentiary hearing. The Attorney General may also bring a Motion to recover the above-referenced stayed civil penalty if Defendants failed to provide the Attorney General with materially accurate and complete financial disclosures of their assets, liabilities, and other financial information. The Court shall decide whether the stayed civil penalty shall be imposed.

RELEASE

25. In consideration of the stipulated relief, and contingent upon the Court's entry of the Consent Judgment and Order, the Parties by execution of this Consent Judgment, hereby fully and completely release each other, and any of either's owners, officers, affiliates, employees, agents, servants, and estates, of any and all claims, counterclaims, third-party claims, causes of action, omissions, penalties, fines, damages, and fees raised or which could have been raised in any state and/or federal court and/or in any other venue by the Parties connected with or arising out of the allegations in the above-captioned action and the Ramsey County Action (Court File No. 62-CV-25-7201), up to and including the date this Consent Judgment and Order is entered by the Court, including but not limited to any and all declaratory and injunctive relief; all attorney's fees, costs, disbursements pursuant to any law, regulation, or rule; interest claims; third-party, contribution and subrogation claims, whether arising under common law or statute; claims and causes of action based upon negligence, vicarious liability, contract or alleged contracts; violations of federal and state civil, statutory laws, or ordinances; civil and constitutional rights under the Minnesota Constitution and U.S. Constitution; the Minnesota Government Data Practices Act, Minn. Stat. ch. 13 (Data Practices Act); violations of common law; equitable claims; tortious conduct whether negligent or intentional; loss of consortium arising from or in any way related to the facts and circumstances concerning this matter; and any and all appeals that could have been taken from any and all of the aforementioned claims, whether or not any such claim is known. The

Parties expressly acknowledge that this Consent Judgment resolves any Party's claim, potential claim, pending appeal, or right to appeal connected with or arising from the allegations in the State's Amended Complaint, Defendants' Amended Answer, Counterclaim, and Third-Party Claims, and the Ramsey County Action (Court File No. 62-CV-25-7201).

26. The parties understand and agree that this Consent Judgment may be used to secure the dismissal with prejudice of the Counterclaims, Third-Party claims, and appeals in the above-captioned action, all claims and appeals in the Ramsey County Action (Court File No. 62-CV-25-7201), and any related claims, causes of action, lawsuit, and/or other legal actions that have and/or could have been brought, that are related to and/or arise from the same and/or similar facts and/or circumstances that were released by the parties herein (which expressly does not include any statements made by any party after the date this Consent Judgment and Order is entered by the Court). This Consent Judgment may be pleaded as a full and complete defense to such lawsuit and/or legal action.

27. Notwithstanding the release given in paragraph 25 of this Consent Judgment, or any other term of this Consent Judgment, the following claims and rights are specifically reserved and are not released:

- a. Any private causes of action, claims, and remedies of consumers, including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31, against any person or entity, including Defendants ;
- b. Any criminal liability;
- c. Any liability arising under Minnesota statutes, laws, or regulations regarding taxation;

- d. Any liability arising under federal or state securities or antitrust codes, laws, or regulations;
- e. Any liability arising under state environmental codes, laws, or regulations;
- f. Any claims of any other Minnesota state agency, department, official, or division; and
- g. Any liability based upon obligations created by this Consent Judgment.

GENERAL TERMS

28. Nothing in this Consent Judgment shall relieve Defendants of their obligation to comply with all applicable Minnesota and federal laws and regulations.

29. This Consent Judgment shall not be considered an admission of a violation for any purpose by any party, including MCS and Mr. Spiczka. In addition, it is expressly understood and agreed as a condition hereof that this Consent Judgment shall neither constitute nor be construed to be an admission of any wrongdoing or liability by the Attorney General, Assistant Attorney General Alex Baldwin, or Investigator David Pegg with respect to the counterclaims, third-party claims, and claims alleged against them in the above-entitled action, the Ramsey County Action (62-CV-25-7201), or any other claims or actions released pursuant to this Consent Judgment.

30. 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.

31. The person signing this Consent Judgment for MCS warrants that MCS authorized the person to execute this Consent Judgment and that he or she executes this Consent Judgment in an official capacity that binds MCS and its subsidiaries and successors.

32. This Consent Judgment constitutes the full and complete terms of the agreement entered into by the Parties.

33. Each Party shall bear its own legal and other costs incurred in connection with the above-captioned action.

34. The Parties agree that this Consent Judgment, including any issues related to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

35. The Anoka County District 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 its legal authority for such other and further relief as he determines is proper and necessary for the enforcement 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.

36. 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.

37. 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.

38. Defendants agree that the State's monetary judgment, as ordered by the Consent Judgment, is nondischargeable in any bankruptcy proceeding.

39. Defendants agree that this Consent Judgment will have collateral estoppel effect for purposes of 11 U.S.C. § 523(a)(2)(A).

40. Defendants agree that the stayed civil penalty provided under paragraph 24 above, if imposed by any court, represents a civil penalty owed to the State of Minnesota, 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).

41. Defendants understand that if a Court of competent jurisdiction holds that a Defendant or Defendants have committed a violation of this Consent Judgment, that such violation may subject Defendants to sanctions for contempt and that the Attorney General may thereafter, in its sole discretion, initiate legal proceedings against Defendants for any and all violations of this Consent Judgment.

42. 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.

43. Defendant Midwest Car Search, LLC shall notify its principals, officers, directors, agents, employees, affiliates, subsidiaries, and successors, and any other person in active concert or participation with the company of the obligations, duties, and responsibilities imposed on them by this Consent Judgment.

44. Defendants shall not state or imply, directly or indirectly, that the State of Minnesota or the Attorney General have approved of, condoned, or agree with any conduct or actions by Defendants. Notwithstanding the foregoing, Defendants may communicate truthfully regarding their actions pursuant to the Consent Judgment and any communications received or not received from the State of Minnesota or the Attorney General.

45. If relevant to a Defendant's equitable defense of set-off, satisfaction, or overlapping claims or recovery, in a complaint made by a consumer or in a lawsuit commenced by a consumer against a Defendant, the State agrees to provide information to Defendants about the relief (if any) provided to the consumer under this Consent Judgment.

46. Each of the Parties 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 by virtue of draftsmanship.

47. Service of notices required by this Consent Judgment shall be served on the following persons, or any person subsequently designated by the Consent Judgment to receive such notices:

Alex Baldwin, Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 600
St. Paul, Minnesota 55101

Madeleine DeMeules, Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 600
St. Paul, Minnesota 55101

To Defendants:

Scott Spiczka
990 Osborne Rd NE
Minneapolis, MN 55432
Scott@612ride.com

With a copy to:

Aaron R. Thom
Thom Ellingson, PLLP
45 South 7th Street
Suite 2610
Minneapolis, MN 55402
athom@thomellingson.com

48. On or before executing this Consent Judgment, MCS shall provide the Attorney General with its taxpayer identification numbers (TIN). MCS understands that it may be subject to a penalty if it fails to provide the Attorney General with its TIN pursuant to 26 C.F.R. 6723, 26 C.F.R. 6724(d)(3), and 26 C.F.R. 301.6723-1. MCS shall also cooperate in the Attorney General's Office's completion of Internal Revenue Service Form 1098-F by providing the Attorney General by [date], any additional necessary information requested by the Attorney General's Office.

49. 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.

Dated: August 27, 2026

KEITH ELLISON
Attorney General
State of Minnesota

/s/ Alex K. Baldwin
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Attorneys for Defendants/Counter-Plaintiffs/Third-Party Plaintiffs

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 OF DISTRICT COURT

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