

STATE OF MINNESOTA
Department of Labor and Industry
Division of Labor Standards

In the Matter of the Compliance Order
issued to Property Maintenance &
Construction LLC and Property
Maintenance and Construction
Inc., and Advantage Construction Inc.

CAH Docket No.: 25-1905-39682

In the Matter of the Investigation of:
Advantage Construction Inc.

DLI File No.: ICR-202100027

Advantage Construction Inc.
Christopher Amiot
18750 Buchanan St.
East Bethel, MN 55011-5501

CONSENT ORDER

**NOTICE: THE ATTACHED EXHIBIT 1 CONTAINS DATA CLASSIFIED AS PRIVATE OR
CONFIDENTIAL**

Nicole Blissenbach, Commissioner of the Minnesota Department of Labor and Industry (“DLI”), and Advantage Construction Inc. (“Advantage”) agree that DLI’s claims against Advantage as set forth in the Amended Notice and Order for Hearing (“Amended Notice of Hearing”) filed with the Minnesota Court of Administrative Hearings (“CAH”) in Docket No. 25-1905-39682 on June 17, 2024, and as arising from the Compliance Order issued on October 4, 2023, may be resolved by this Consent Order as follows:

A. PARTIES

This Consent Order applies to and is binding upon the following parties, collectively referred to herein as “the Parties”:

1. Nicole Blissenbach, in her official capacity as the Commissioner of the Minnesota Department of Labor and Industry (“Commissioner”), and the Minnesota Department of Labor and Industry (“DLI”); and
2. Advantage Construction Inc., located at 18750 Buchanan Street, East Bethel, Minnesota 55011-5501 (“Advantage”).

B. SCOPE OF CONSENT ORDER AND RELEASE

1. **Effective Date.** As used herein, “Effective Date” means the date this Consent Order is signed by both Advantage and by the Commissioner.
2. **Release.** This Consent Order is made and entered into to fully resolve and release Advantage from any liability arising from the Commissioner’s claims against Advantage as set forth in: (1) DLI’s investigation of Advantage in DLI File No. ICR-202100027

(“DLI’s Investigation”) for the audit period covering March 4, 2019 to June 5, 2022 (“Audit Period”) and the matters investigated therein relating to Advantage; (2) the Compliance Order issued to Advantage on October 4, 2023, including the claims and allegations raised therein, the alleged violations addressed therein, and the investigation summarized therein; and (3) the Amended Notice of Hearing filed with CAH in Docket No. 25-1905-39682 on June 17, 2024, including the claims and allegations raised therein, the alleged violations addressed therein, and DLI’s Investigation summarized therein.

- 3. Claims Not Waived by the Commissioner; Other Remedies Reserved.** The Parties to this Consent Order acknowledge that by signing this Consent Order, the Commissioner, on behalf of herself and DLI, does not release or waive the following: (a) any rights or claims within the scope of the Commissioner or DLI’s enforcement authority arising outside of the Audit Period, the Compliance Order issued on October 4, 2023, and the Amended Notice of Hearing filed on June 17, 2024; (b) any right to bring a motion or action for the purposes of enforcing this Consent Order pursuant to section G; or (c) any rights or claims against Property Maintenance & Construction LLC, and Property Maintenance and Construction Inc. The Parties further acknowledge that, except as set forth in Section B(2) above and released herein, this Consent Order shall not limit or affect the authority of the Commissioner or DLI to conduct investigations and take actions with respect to any matter within the scope of the Commissioner’s or DLI’s authority. Nothing in this Consent Order shall relieve Advantage of the obligation to comply with all applicable Minnesota state laws and federal laws and regulations.

C. STIPULATED FACTS

1. DLI, under the direction of the Commissioner, has authority to investigate potential violations of the Minnesota Fair Labor Standards Act and other laws governing the payment of wages to employees and governing employer records and notifications to employees.
2. When the Commissioner finds an employer violated such laws, the Commissioner may issue an order requiring an employer to comply with labor standards, payment of wages, and record-keeping laws.
3. The Audit Period for DLI’s Investigation ran from March 4, 2019 to June 5, 2022.
4. Advantage is a licensed contractor and an employer with at least one employee working in Minnesota. Advantage’s registered office and business address is 18750 Buchanan Street, East Bethel, MN 55011.
5. In DLI’s Investigation, DLI investigated complaints of wage theft involving Property Maintenance Construction LLC and Property Maintenance and Construction Inc. (“collectively PMC”) and Advantage on 19 construction projects during the Audit Period.
6. In each of the 19 construction projects investigated by DLI, PMC performed work under Advantage’s subcontract.

7. DLI's Investigation uncovered what DLI alleged to be wage theft and related unlawful practices on the 19 construction projects during the Audit Period and identified 25 workers who had not been paid the wages they were due, including not being paid for overtime and for training time.
8. Based on DLI's Investigation, the Commissioner issued a Compliance Order to PMC and Advantage on October 4, 2023, ordering PMC and Advantage to cease and desist from violating specified wage and hour laws, to take specified affirmative steps to come into legal compliance, and to pay back wages, liquidated damages, and a civil penalty.
9. On October 18, 2023, Advantage submitted a written objection to the Compliance Order and requested a contested case hearing. The Commissioner thereafter commenced a contested case and filed a notice of hearing at CAH. The matter is docketed as CAH Docket No. 25-1905-39682.
10. DLI subsequently learned of another worker who was allegedly not paid the wages due for his work on the project(s) during the Audit Period. The Commissioner accordingly amended its notice of hearing on June 17, 2024, to add this worker.
11. For the 26 workers, the Commissioner determined that the total amount of back wages allegedly owed was \$1,241,938.95 and that the total amount of liquidated damages allegedly owed was \$1,241,938.95. The Commissioner also assessed a \$26,000 civil penalty.
12. The Commissioner and Advantage engaged in settlement discussions and have agreed to resolve the Commissioner's claims against Advantage in this matter without a hearing.

D. VIOLATIONS

Based on the facts set forth in the Compliance Order and the Amended Notice of Hearing, the Commissioner asserts that Advantage violated Minnesota and federal wage and hour laws, as more specifically described in the Compliance Order and Amended Notice of Hearing.

Advantage denies that it committed any such violations, denies any liability or wrongdoing, and denies employing any of the 26 workers as a joint employer or otherwise.

E. CONDITIONS

Based on the above sections, Advantage agrees to a Consent Order with the following terms:

1. **Back Wages and Payment Plan.** Advantage agrees to pay the total alleged amount of gross back wages of \$1,241,938.95, payable in four equal installments as follows:
 - a. \$310,484.74 due within 90 days of the Effective Date;
 - b. \$310,484.74 due within 8 months of the Effective Date;

- c. \$310,484.74 due within 13 months of the Effective Date; and
- d. \$310,487.74 due within 18 months of the Effective Date.

Upon payment of a sum total of \$1,241,938.95, Advantage's financial obligation shall be deemed satisfied and paid in full.

- 2. Method of Payments.** Advantage agrees to pay the back wages due to each individual in the amount specified in Exhibit 1, attached to and incorporated by reference in this Consent Order, in accordance with the installment schedule set forth in Paragraph 1 above, subject to any and all state and federal withholding as detailed below. Each installment shall include individual checks in the amounts specified for each individual as set forth in Exhibit 1. For each payment set forth in paragraph 1 of Section E, the Parties agree:
- a. Advantage will issue individual checks made payable to each individual listed in Exhibit 1 for the gross amount listed, less FICA and any other withholdings required by law, including but not limited to federal or state withholdings. With respect to withholdings, Advantage shall withhold as specified in IRS Form W-4 and Form W-4MN completed by each individual worker and provided to Advantage. For any individual worker who does not provide a completed IRS Form W-4 and Form W-4MN to Advantage, Advantage shall withhold at the mandatory default withholding amount as required by law;
 - b. DLI will provide assistance, in a manner as the Parties have separately agreed, in obtaining IRS Form W-4, Form W-4MN, or other information necessary from the individual workers for Advantage's legal withholding and reporting requirements. Advantage acknowledges that DLI does not represent any of the individual workers and that DLI's agreement to assist has no bearing on Advantage's obligations to make the payments set forth in this Consent Order; except that in the event DLI fails to comply with its obligations in the Parties' separate agreement within the timelines specified therein, Advantage's payment obligations shall be suspended as to the individual worker at issue until such time as DLI has fulfilled those obligations and confirmed the same to Advantage;
 - c. Advantage will issue an earning statement for each individual set forth in Exhibit 1;
 - d. In the event that a money or wire transfer is needed to effectuate payment to an individual outside of the United States, Advantage shall issue payment via money or wire transfer and DLI will provide Advantage with the information necessary to effectuate the transfer;
 - e. In the event DLI deems it necessary for Advantage to reissue an expired or lost check to an individual worker, Advantage will reissue the check (and may void the previously issued check in question) and send it to DLI as set forth in paragraph 2(f) below within thirty (30) calendar days of DLI's written request;

- f. Advantage shall mail the checks, documentation, and/or proof of money or wire transfer to DLI on or before 4:30 p.m. on each due date to:

Department of Labor and Industry
Division of Labor Standards
Attn: Prairie Bly
443 Lafayette Road N.
St. Paul, MN 55155

- 3. Nature and Character of Payments.** The Parties agree that the payments to be made in accordance with Section E, paragraphs 1 and 2 above are intended to constitute back wages allegedly owed. The Parties further agree that the payments to be made are for the benefit of the 26 workers and constitute restitution and/or remediation to ensure compliance with Minnesota and federal wage law with respect to wages allegedly owed to the 26 workers.
- 4. Personal Guarantee and Confession of Judgment.** To secure the amounts and payments set forth in paragraph 1 of section E, Christopher Amiot agrees to personally guarantee the full and prompt payment of all back wages alleged to be owed by Advantage as set forth in this Consent Order. If Advantage fails to make a payment as set forth in paragraph 1 of section E, the remaining amount of back wages agreed to be paid as set forth herein shall become immediately due and payable and the Commissioner may file and enforce the full remaining amount of unpaid back wages as a judgment against Advantage and Mr. Amiot, individually, without further notice or additional proceedings. Advantage and Mr. Amiot each agree to execute a confession of judgment incorporating these terms, a copy of which is attached to this Consent Order as Exhibit 2. Upon payment of a sum total of \$1,241,938.95, this financial obligation shall be deemed satisfied and paid in full, and the confessions of judgment shall be canceled and marked VOID with a copy of the marked confession returned to counsel for Advantage.
- 5. Civil Penalty.** The civil penalty (\$26,000) imposed in the Compliance Order and Amended Notice of Hearing is hereby stayed for a period of three years after the Effective Date and will not be owed, as long as Advantage: (1) complies with the terms of this Consent Order and; (2) is not found by a judicial or executive court of competent jurisdiction to have committed any violations of the Minnesota Fair Labor Standards Act or Minn. Stat. ch. 181 during that three-year period.
- 6. Dismissal of District Court Action.** Within two business days of the Effective Date of this Consent Order, Advantage shall file a notice of dismissal with prejudice of Ramsey County Court Case Number 62-CV-25-4369.

F. RELEASE OF CLAIMS.

Based upon the above sections, the Commissioner and DLI fully waive and release all further hearings, reviews, proceedings, and claims against Advantage related to the October 4, 2023 Compliance Order and as set forth in the Amended Notice of Hearing filed with CAH in Docket No. 25-1905-39682. Specifically, in consideration of Advantage's promises made in this

Consent Order, the Commissioner and DLI, for themselves and all persons acting by, through, under or in concert with them, do hereby irrevocably, unconditionally, and fully waive, release, and forever discharge Advantage and its successors, assigns, and its past, present, and future owners, shareholders, and interest holders, from any liability arising from or relating to: (1) DLI's Investigation for the Audit Period and the matters investigated therein relating to Advantage; (2) the matters and issues alleged in the Compliance Order issued to Advantage on October 4, 2023, including the claims and allegations raised therein, the alleged violations addressed therein, and DLI's Investigation summarized therein; and (3) the matters and issues alleged in the Amended Notice of Hearing filed with CAH in Docket No. 25-1905-39682 on June 17, 2024, including the claims and allegations raised therein, the alleged violations addressed therein, and DLI's Investigation summarized therein. This release includes all alleged violations of law, charges, complaints, grievances, liabilities, obligations, controversies, damages, actions, causes of actions, suits, rights, demands, judgments, costs, losses, penalties, fees, wages, expenses, and other forms of liabilities and damages arising from or relating to DLI's Investigation, the matters and issues alleged in the Compliance Order, and the matters and issues alleged in the Amended Notice of Hearing as more fully set forth above.

This release does not apply to claims regarding enforcement of this Consent Order.

G. JUDICIAL RELIEF

1. If Advantage fails to comply with this Consent Order, the Commissioner may bring an action in District Court to enforce or require compliance with this Consent Order without further notice or additional proceedings. In the event of non-compliance, the Commissioner reserves all rights and remedies, including but not limited to recovery of the stayed penalty, the unpaid balance, and interest on the unpaid balance at the statutory rate accruing from the time of entry of judgment imposed pursuant to Minn. Stat. § 549.09.
2. Additionally, if Advantage fails to make a payment as set forth in paragraph 1 of section E, the Commissioner may file the confession of judgment against Advantage and Christopher Amiot, as described in paragraph 4 of section E, with Ramsey County District Court without further notice or additional proceedings.
3. The relief set forth in this section are cumulative and not exclusive, and the exercise of one form of relief will not preclude the Commissioner or DLI from seeking other relief.

H. GENERAL TERMS

1. **No Admission of Liability.** Advantage disputes and denies the violations of law alleged by the Commissioner and DLI, and it enters into this Consent Order for the sole purpose of bringing this matter to an efficient resolution and to avoid the cost of further litigation. Advantage denies that it committed any such violations, denies any liability or wrongdoing, denies employing any of the 26 workers at any time as a joint employer or otherwise, and denies having any knowledge of or involvement with any aspects of the alleged employment relationship between any of the 26 workers and PMC. Advantage asserts it

relied on its subcontractor to comply with all applicable laws, including but not limited to laws relating to payment to its subcontractor's employees and independent contractors. Nothing in this Consent Order is intended to be, nor will be deemed to be, an admission of liability by Advantage that it has violated any state or federal statute, local ordinance, or principle of common law, or that it has engaged in any wrongdoing. Advantage expressly denies any and all wrongdoing or violation of law.

2. **No Waiver or Release by Advantage.** By entering into this Consent Order, the Parties agree that Advantage does not waive or release, and expressly preserves, all claims or causes of action which it may have against Property Maintenance Construction LLC or Property Maintenance and Construction Inc., their respective past and present owners, shareholders, members, officers, employees, agents, and representatives, or any other third parties, including but not limited to all claims or causes of action arising out of or relating to the matters set forth in the Compliance Order or the Amended Notice of Hearing.
3. **Assignment of Claims.** The Commissioner and DLI agree and represent that they have not assigned any claim relating to Advantage and have not received any assignment of any claim relating to Advantage which arises out of or relates to the matters set forth in the Compliance Order or the Amended Notice of Hearing. DLI agrees that it will not assign nor accept any assignment of any claim against or relating to Advantage which arises out of or relates to the matters set forth in the Compliance Order or the Amended Notice of Hearing except that, in the event of a default by Advantage, DLI may turn this matter over to other agencies for collection.
4. **Government Data.** Pursuant to the Minnesota Government Data Practices Act, this Consent Order is classified as public data upon its issuance by the Commissioner. All documents in the record shall maintain the data classification to which they are entitled pursuant to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. The documents shall not, to the extent they are not already public documents, become public merely because they are referenced herein.
5. **Voluntary Agreement.** The Parties acknowledge that no person has exerted undue pressure on them to sign this Consent Order. Each party is voluntarily choosing to enter into this Consent Order. The Parties acknowledge that they have read and understand the terms of this Consent Order, that they have been represented by legal counsel and that they are voluntarily entering into this Consent Order to resolve the dispute among them.
6. **Severability.** The provisions of this Consent Order will be severable, and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Consent Order will remain in full force and effect.
7. **Entire Agreement.** This Consent Order constitutes the entire agreement between Advantage and the Commissioner/DLI relating to claims against Advantage as set forth in: (1) DLI's Investigation for the Audit Period and the matters investigated therein relating to Advantage; (2) the matters and issues alleged in the October 4, 2023 Compliance Order, including the claims and allegations raised therein, the alleged violations addressed therein,

and DLI's Investigation summarized therein; and (3) and the matters and issues alleged in the Amended Notice of Hearing, including the claims and allegations raised therein, the alleged violations addressed therein, and DLI's Investigation summarized therein. No party has relied upon any promises or representations that are not stated in this document. No changes to this Consent Order are valid unless they are in writing, identified as an amendment to this Consent Order, and signed by all parties. There are no inducements leading to the execution of this Consent Order except as herein explicitly contained.

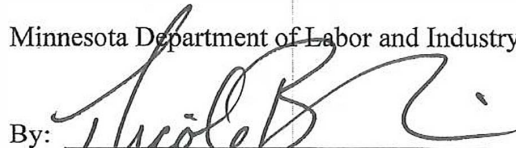
8. **Warranty.** The persons signing this Consent Order warrant that they have full authority to enter into this Consent Order on behalf of the party each represents, and that this Consent Order is valid and enforceable as to that party.
9. **Governing Law.** This Consent Order shall be construed and interpreted in accordance with the laws of the State of Minnesota.
10. **Successor Liability.** The terms of this Consent Order will be binding upon Advantage, its past, present, and future owners, shareholders, and interest holders, and any present and future successors and assigns.
11. **Counterparts.** This Consent Order may be executed in multiple counterparts, which shall be construed together as if one instrument. Any party is entitled to rely on an electronic or facsimile copy of a signature as if it were an original.
12. **Service.** A copy of this Consent Order shall be served by regular first-class mail and first-class certified mail upon Advantage at the address listed above, with a copy sent via U.S. Mail to Advantage's counsel of record.

Advantage Construction Inc.

By: 
Christopher Amiot
Its: Owner/CEO

Dated: 2-16-26

Minnesota Department of Labor and Industry

By: 
Nicole Blissenbach, Commissioner

Dated: 2-18-26

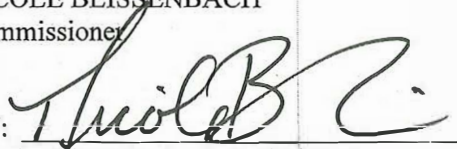
Upon consideration of the forgoing Consent Order and based upon all the facts, records and proceedings herein, the Commissioner makes the following:

ORDER

NOW THEREFORE, IT IS HEREBY ORDERED that all terms of the Consent Order are approved and adopted.

Dated: 2-18-26

NICOLE BLISSENBACH
Commissioner

BY: 
Nicole Blissenbach, Commissioner
Minnesota Department of Labor and Industry

STATE OF MINNESOTA
Department of Labor and Industry
Division of Labor Standards

In the Matter of the Compliance Order issued to Property Maintenance & Construction LLC and Property Maintenance and Construction Inc., and Advantage Construction Inc.

CAH Docket No.: 25-1905-39682

DLI File No.: ICR-202100028

In the Matter of the Investigation of: Property Maintenance & Construction LLC, and Property Maintenance and Construction Inc.

CONSENT ORDER

NOTICE: THE ATTACHED EXHIBIT 1 CONTAINS DATA CLASSIFIED AS PRIVATE OR CONFIDENTIAL

Nicole Blissenbach, Commissioner of the Minnesota Department of Labor and Industry (“DLI”), and Property Maintenance & Construction LLC and Property Maintenance and Construction Inc. (collectively “PMC”) agree that DLI’s claims against PMC as set forth in the Amended Notice and Order for Hearing (“Amended Notice of Hearing”) filed with the Minnesota Court of Administrative Hearings (“CAH”) in Docket No. 25-1905-39682 on June 17, 2024, and as arising from the Compliance Order issued on October 4, 2023, may be resolved by this Consent Order as follows:

A. PARTIES

This Consent Order applies to and is binding upon the following parties, collectively referred to herein as “the Parties”:

1. Nicole Blissenbach, in her official capacity as the Commissioner of the Minnesota Department of Labor and Industry (“Commissioner”), and the Minnesota Department of Labor and Industry (“DLI”); and
2. Property Maintenance & Construction LLC, and Property Maintenance and Construction Inc (collectively “PMC”).

B. SCOPE OF CONSENT ORDER AND RELEASE

1. **Effective Date.** As used herein, “Effective Date” means the date this Consent Order is signed by PMC and by the Commissioner.
2. **Release.** This Consent Order is made and entered into to resolve and release PMC from any liability arising from the Commissioner’s claims against PMC as set forth in: (1) DLI’s Investigation of PMC in DLI File No. ICR-202100028 (“DLI’s Investigation”) for the audit

period covering March 4, 2019 to June 5, 2022 (“Audit Period”) and the matters investigated therein relating to PMC; (2) the Compliance Order issued on October 4, 2023; and (3) the Amended Notice of Hearing filed with CAH in Docket No. 25-1905-39682 on June 17, 2024.

3. **Claims Not Waived by the Commissioner; Other Remedies Reserved.** The Parties to this Consent Order acknowledge that by signing this Consent Order, the Commissioner, on behalf of herself and DLI, does not release or waive the following: (a) any rights or claims within the scope of the Commissioner or DLI’s enforcement authority arising outside of the Audit Period, the Compliance Order issued on October 4, 2023, and the Amended Notice of Hearing filed on June 17, 2024; (b) any right to bring a motion or action for the purposes of enforcing this Consent Order pursuant to section G; or (c) any rights or claims against Advantage Construction Inc. PMC disputes any future claims or actions that may be asserted by Advantage against PMC, whether for indemnity, contribution, or otherwise, and PMC reserves all rights and defenses with respect to such claims or actions. The Parties further acknowledge that, except as released herein, this Consent Order shall not limit or affect the authority of the Commissioner or DLI to conduct investigations and take actions with respect to any matter within the scope of the Commissioner’s or DLI’s authority, or relieve PMC of the obligation to comply with all applicable Minnesota state laws and federal laws and regulations.

C. BACKGROUND

1. DLI, under the direction of the Commissioner, has authority to investigate potential violations of the Minnesota Fair Labor Standards Act and other laws governing the payment of wages to employees and governing employer records and notifications to employees.
2. During the Audit Period, PMC was an employer with at least one employee working in Minnesota. Property Maintenance & Construction LLC had a registered office address at 1174 7th St E #1, St. Paul, MN 55106, and Property Maintenance and Construction Inc. had a registered office address at 4100 83rd Avenue North, Brooklyn Park, MN 55443.
3. DLI investigated complaints of wage theft involving PMC and Advantage Construction Inc. (“Advantage”) on construction projects during the Audit Period. DLI’s Investigation uncovered what DLI alleged to be wage theft and related unlawful practices during the Audit Period, concerning 25 identified workers.
4. The Commissioner accordingly issued a Compliance Order to PMC and Advantage on October 4, 2023.
5. On October 19, 2023, PMC submitted a written objection to the Compliance Order and requested a contested case hearing. The Commissioner thereafter commenced a contested case and filed a notice of hearing at CAH. The matter is docketed as CAH Docket No. 25-1905-39682.

6. The Commissioner later amended its notice of hearing on June 17, 2024, to add another worker who performed work on the identified construction project(s) during the Audit Period.
7. In her Notices of Hearing, the Commissioner sought back wages for the 26 workers totaling \$1,241,938.95, an equal amount of liquidated damages, and a \$26,000 civil penalty.
8. The Commissioner and PMC engaged in settlement discussions and have agreed to resolve the Commissioner's claims against PMC in this matter without a hearing.

D. ALLEGED VIOLATIONS

Based on the allegations set forth in the Compliance Order and the Amended Notice of Hearing, the Commissioner asserts that PMC violated Minnesota and federal wage and hour laws, as more specifically described in the Compliance Order and Amended Notice of Hearing.

PMC denies that it committed any such violations and denies any liability or wrongdoing.

E. CONDITIONS

Based on the above sections, PMC agrees to a Consent Order with the following terms.

1. **Liquidated Damages.** PMC agrees to pay \$1,500 in liquidated damages to each individual listed in Exhibit 1, attached to and incorporated by reference in this Consent Order, for a total of \$39,000 in liquidated damages, due within 90 days of the Effective Date.
2. **Method of Payments.** PMC agrees to pay the liquidated damages to each individual listed in Exhibit 1. Accordingly, for each payment set forth in paragraph 1 of Section E, PMC agrees to:
 - a. Issue individual checks made payable to each individual listed in Exhibit 1 for the gross amount listed;
 - b. In the event DLI deems it necessary for PMC to reissue an expired or lost check to an individual worker, PMC will reissue the check (and may void the previously issued check in question) and send it to DLI as set forth in paragraph 2(c) below within thirty (30) calendar days of DLI's written request;
 - c. In the event that a money or wire transfer is needed to effectuate payment to an individual outside of the United States, PMC shall issue payment via money or wire transfer and DLI will provide PMC with the information necessary to effectuate the transfer;
 - d. PMC shall mail or deliver the checks to DLI on or before 4:30 p.m. on the due date to:

Department of Labor and Industry
Division of Labor Standards
Attn: Prairie Bly
443 Lafayette Road N.
St. Paul, MN 55155

- 3. Civil Penalty.** The civil penalty (\$26,000) imposed in the Compliance Order and Amended Notice of Hearing is hereby stayed for a period of three years after the Effective Date and will not be owed, as long as PMC and their respective present or future principals comply with the terms of this Consent Order and have no future violations of the Minnesota Fair Labor Standards Act or Minn. Stat. ch. 181.

F. RELEASE OF CLAIMS.

Based upon the above sections, the Parties waive all further hearings, reviews, proceedings, and claims against PMC and their present or former owners, officers, and directors related to the October 4, 2023 Compliance Order and as set forth in the Amended Notice of Hearing filed with CAH in Docket No. 25-1905-39682.

G. JUDICIAL RELIEF

1. If PMC fails to comply with this Consent Order, the Commissioner may bring an action in District Court to enforce or require compliance with this Consent Order without further notice or additional proceedings. In the event of non-compliance, the Commissioner reserves all rights and remedies, including but not limited to recovery of the stayed penalty, the unpaid balance, interest, and attorney's fees.
2. The relief set forth in this section are cumulative and not exclusive, and the exercise of one form of relief will not preclude the Commissioner or DLI from seeking other relief.

H. GENERAL TERMS

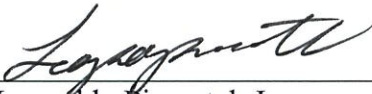
- 1. No Admission of Liability.** PMC disputes and denies the violations of law alleged by the Commissioner and DLI, and it enters into this Consent Order for the sole purpose of bringing this matter to an efficient resolution. Nothing in this Consent Order shall be construed as an admission by PMC of any wrongful or unlawful act. Nor shall the payments made in compliance with this Consent Order be construed to establish or evidence an employment or other relationship between the individuals listed in Exhibit 1 and PMC, or between the individuals listed in Exhibit 1 and any other account-holder, person, or entity involved in the processing of any wire transfers, money transfers, or other forms of payment.
- 2. Government Data.** Pursuant to the Minnesota Government Data Practices Act, this Consent Order is classified as public data upon its issuance by the Commissioner. All documents in the record shall maintain the data classification to which they are entitled

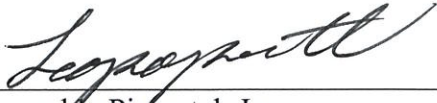
pursuant to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. The documents shall not, to the extent they are not already public documents, become public merely because they are referenced herein.

3. **Voluntary Agreement.** The Parties acknowledge that no person has exerted undue pressure on them to sign this Consent Order. Each party is voluntarily choosing to enter into this Consent Order. The Parties acknowledge that they have read and understand the terms of this Consent Order, that they have been represented by legal counsel and that they are voluntarily entering into this Consent Order to resolve the dispute among them.
4. **Severability.** The provisions of this Consent Order will be severable, and should any provisions be declared by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Consent Order will remain in full force and effect.
5. **Entire Agreement.** This Consent Order constitutes the entire agreement between PMC and the Commissioner/DLI relating to claims against PMC as set forth in: (1) DLI's Investigation for the Audit Period; (2) the October 4, 2023 Compliance Order; and (3) and the Amended Notice of Hearing. No party has relied upon any promises or representations that are not stated in this document. No changes to this Consent Order are valid unless they are in writing, identified as an amendment to this Consent Order, and signed by all parties. There are no inducements leading to the execution of this Consent Order except as herein explicitly contained.
6. **Warranty.** The persons signing this Consent Order warrant that they have full authority to enter into this Consent Order on behalf of the party each represents, and that this Consent Order is valid and enforceable as to that party.
7. **Governing Law.** This Consent Order shall be construed and interpreted in accordance with the laws of the State of Minnesota.
8. **Successor Liability.** The terms of this Consent Order will be binding upon PMC, and any present and future successors and assigns.
9. **Counterparts.** This Consent Order may be executed in multiple counterparts, which shall be construed together as if one instrument. Any party is entitled to rely on an electronic or facsimile copy of a signature as if it were an original.
10. **Service.** A copy of this Consent Order shall be served by regular first-class mail and first-class certified mail upon PMC via its attorney.

Property Maintenance & Construction LLC

Property Maintenance and Construction Inc.

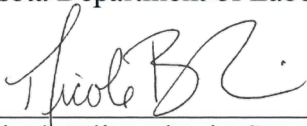
By: 
Leopoldo Pimentel, Jr.
Its: Manager

By: 
Leopoldo Pimentel, Jr.
Its: President

Dated: 4/13/2026

Dated: 4/13/2026

Minnesota Department of Labor and Industry

By: 
Nicole Blissenbach, Commissioner

Dated: 4/15/2026


Upon consideration of the forgoing Consent Order and based upon all the facts, records and proceedings herein, the Commissioner makes the following:

ORDER

NOW THEREFORE, IT IS HEREBY ORDERED that all terms of the Consent Order are approved and adopted.

Dated: 4/15/2026

NICOLE BLISSENBACH
Commissioner

BY: 
Nicole Blissenbach, Commissioner
Minnesota Department of Labor and Industry