

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

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Minnesota Board of Private Detective and  
Protective Agent Services,

Plaintiff,

v.

Men in Black Security, LLC,  
Ulitdareese Lyneal Carothers, and,  
Rashaud Imaun.

Defendants.

**ORDER GRANTING PLAINTIFF'S  
MOTION FOR SUMMARY JUDGMENT  
and  
ORDER DENYING DEFENDANTS'  
MOTION TO AMEND SCHEDULING  
ORDER**

Court File No. 27-CV-23-18410

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The above-entitled matter came before the Court on June 26, 2024, on Plaintiff's motion for summary judgment. Attorney Stephen Melchionne appeared on behalf of Plaintiffs. Attorneys Calandra Revering and Sellano Simmons appeared on behalf of Defendants.

Based on the filings and arguments of counsel, the Court now makes the following:

**ORDER**

1. Plaintiff's Motion for Summary Judgment is GRANTED.
2. Defendants' Motion to Amend Scheduling Order is DENIED as moot.
3. Defendants have violated Minn. Stat. § 326.3381, subd. 1, by engaging in the business of a protective agent, advertising and indicating in verbal statements and written material that Defendants are so engaged or are available to supply the services of a protective agent, without first obtaining a license to do so.

4. Defendants and any business owned or operated by any Defendant are enjoined from engaging in the business of, advertising, or offering to perform protective agent services as defined by Minn. Stat. § 326.338, subd. 4, unless and until they are properly licensed by the Board.
5. Defendants are ordered to take down the websites [www.mibsecurityco.com](http://www.mibsecurityco.com), <https://m.facebook.com/people/MIB-Security-Co/100064062064106/>, <https://www.instagram.com/mibsecurityco/>, <https://twitter.com/MIBSecurityCo>, and any other similar websites or pages, including but not limited to [www.mibdeescalation.com](http://www.mibdeescalation.com), or to conspicuously state in at least 14-point font on each page of the websites (or any similar website that Defendants may create or use in the future), “Men in Black Security, LLC is not licensed as a protective agent in Minnesota and does not provide protective agent services in Minnesota,” unless and until Men in Black is licensed as a protective agent corporation in Minnesota.<sup>1</sup>
6. The following memorandum is incorporated herein.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: August 29, 2024

BY THE COURT:

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Jamie L. Anderson  
Judge of District Court

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<sup>1</sup> While the Court notes that Men in Black claims to have already removed violative text and imagery from their website, this order is made to both prevent future statutory violations and remedy any ongoing confusion of people who have viewed Men in Black’s infringing online content in the past.

## MEMORANDUM

### Background

The Court makes no findings of fact. The following are facts undisputed by either party.

Plaintiff Minnesota Board of Private Detective and Protective Agent Services (“the Board”) is the licensing committee that regulates and enforces laws relating to protective agents and protective agent services in Minnesota. Defendant Men in Black Security, LLC (“MIB”) is a limited liability company registered with the Minnesota Secretary of State. Defendant Ulitdareese Lyneal Carothers is the manager and chief executive officer of MIB. Defendant Rashaud Imaun is the chief business officer of MIB.

In February 2021, MIB applied to the Board for a protective agent license. (Ans. ¶ 11). On October 16, 2021, during the pendency of its application before the Board, MIB provided services to an event at Bethel University wherein its employees wore tactical gear with “MIB Security” printed on them and carried what MIB describes as “non-lethal weapons.” (*Id.* ¶ 16). In February 2022, the Board denied MIB’s application following a recommendation from an administrative law judge. (*Id.* ¶ 13). MIB alleges it “went to great lengths to remove itself from the protective services industry” in response to this decision. (Carothers Decl. ¶ 7).

Between April 4 and June 10, 2021, MIB made several posts on its Facebook page indicating it was hiring “security guards,” “security officers,” “individuals with CCW [concealed carry weapon permits],” “[an] armed guard,” and a role at “an ever evolving security company.” (Ans. ¶ 21).

MIB later entered into several contracts with Minnesota companies for compensation using the name “Men in Black Security Inc.”<sup>2</sup> (Melchionne Decl., Exs. G-M; Carothers Decl., Ex. E).

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<sup>2</sup> MIB’s contracts with Broadway Center Associates, Minnesota Community Care, People’s Center Clinic and Services, and an unknown client lack signatures from one or both parties.

MIB drafted a contract dated March 4, 2022, in which it agreed to provide the following services to Broadway Center Associates in Brooklyn Park, MN: “[f]ire lane control, parking lot solicitation control, Tenant interior space to space patrol and check in, Parking lot patrol, Property perimeter patrol, [and] tenant escort as needed.” (*Id.*, Ex. G ¶ 1). This contract’s term was set to expire on October 11, 2022. (*Id.* ¶ 3).

MIB drafted a contract dated March 30, 2022, in which it agreed to provide the following services to Minnesota Community Care in Brooklyn Center, MN:

- I. Patrol of outside and inside of west, east and downtown locations on consistent basis
- II. Deescalation efforts to unruly patients
- III. Consistent communication with staff to keep clinic’s best interests in mind
- IV. Quarterly communication with management to ascertain improvements from MIB Security and to go over any strategies that might best help us serve.

(*Id.*, Ex. H ¶ 1). This contract’s term was set to expire on August 5, 2022. (*Id.* ¶ 3).

MIB signed a contract dated June 16, 2022, with Taqueria Los Ocampos in Minneapolis, which in part states, “[MIB] agrees to supply the needed guards at the times agreed upon, and to ensure that the assigned guards are properly trained to provide de-escalation services at the location, including crowd control. The guards will use their best effort to ensure that the Client’s location is a safe and secure environment for those who are present, including employees and guests.” (*Id.*, Ex. I ¶ 1.1). The contract further describes MIB’s services as “consisting of non[-]lethal armed security and the use of de-escalation tactics...” and indicates MIB will provide “personnel who are properly trained and skilled in providing non[-]lethal armed security including de-escalation tactics.” (*Id.* at 1). This contract had no fixed term, instead running until one party chose to terminate the contract. (*Id.* ¶¶ 2, 14).

MIB drafted a contract dated November 9, 2022, in which it agreed to provide the following services to People’s Center Clinic and Services (“PCCS”): “crowd control [and an] onsite de-

escalation specialist to support a safe and secure environment.” (Melchionne Decl., Ex. J ¶ 1.1). This contract had no fixed term, instead running until one party chose to terminate the contract. (*Id.* ¶¶ 2, 14).

MIB drafted a contract dated April 5, 2023, in which it agreed to provide the same services and exhibited the same contract terms as in the PCCS contract to an unknown client whose name was redacted in the contract.<sup>3</sup> (*Id.*, Ex. K ¶ 1.1).

MIB signed a contract dated September 23, 2023, with Juxtaposition Arts in Minneapolis, MN to provide the same services as in the PCCS contract. (*Id.*, Ex. L ¶ 1.1). This contract’s term was set to expire in July 2024. (*Id.* ¶ 3). This contract also included a document titled “Security Patrol: Rounds Schedule” that details the hourly patrol routine of a “security patrol.” (*Id.* at 10-11).

MIB signed a contract dated October 3, 2023, with the Somali Museum in Minneapolis, MN to provide the same services as in the PCCS contract. (Carothers Decl., Ex. E ¶ 1.1). This contract had no fixed term, instead running until one party chose to terminate the contract. (*Id.* ¶ 14).

MIB signed a contract dated October 9, 2023, with Minnesota Community Care Clinics in St. Paul, MN to provide the same services as in the PCCS contract. (Melchionne Decl., Ex. M ¶ 1.1). This contract’s term was set to expire January 1, 2024. (*Id.* ¶ 2.1).

On June 20, 2022, MIB posted online a photo of Carothers, Imaun, and a third person wearing clothing with the word “security,” and equipped with radios, MIB security badges, and “non-lethal firearms.” (Ans. ¶ 24).

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<sup>3</sup> The identity of this client was redacted from the contract.

At some point, MIB operated a website listing several different security services and a potential client form asking, “How many agents are you requesting?” and “What type of security detail are you requesting?” (*Id.* at 30, 34). MIB alleges it has since removed references to the security services it provides from its website (*Id.* at 30).

On January 17, 2023, MIB submitted a document entitled “Proposal for Violence Interruption Services” to the City of Brooklyn Park using the name “Men in Black Security Services.” (Melchionne Decl., Ex. A). MIB submitted three reference letters alongside the proposal wherein each described MIB as providing security services. (*Id.*, Exs C, E-F).

MIB alleges that on April 17, 2023, MIB registered a new entity with the Minnesota Secretary of State with the name “Men In Black De-Escalation Specialists,” with the original name “defunct but still ‘active’ in the Minnesota Secretary of State database.” (Ans. ¶ 39).

On December 4, 2023, the Board filed a complaint in this action alleging one count of Acting as a Protective Agent without a License and requesting injunctive relief against Defendants.

### Standard of Review

Summary judgment should be granted where there is no genuine issue of material fact in the record (the pleadings, depositions, answers to interrogatories, and admissions on the file, together with the affidavits, if any) and the moving party is entitled to judgment as a matter of law. Minn. R. Civ. P. 56.01. It is not the province of the court to decide issues of fact; rather, the court must decide whether any genuine factual issues exist. *DLH, Inc. v. Russ*, 566 N.W.2d. 60, 70 (Minn. 1997). When there are no material facts in dispute, summary judgment is appropriate. *Fire & Cas. Ins. Co. of Connecticut v. Illinois Farmers Ins. Co.*, 352 N.W.2d. 798, 799 (Minn. Ct. App. 1984). A genuine fact issue is present when evidence exists that “would permit reasonable persons

to draw different conclusions.” *Am. Bank of St. Paul v. Coating Specialties, Inc.*, 787 N.W.2d 202, 205 (Minn. Ct. App. 2010) (citing *Gradjelick v. Hance*, 646 N.W.2d. 225, 231 (Minn. 2002)). If reasonable persons might draw different conclusions from the evidence that is presented, summary judgment should be denied. *Alberts v. United Stockyards Corp.*, 413 N.W.2d 628, 629 (Minn. Ct. App. 1987).

“To successfully oppose a summary judgment motion, the nonmoving party must present affirmative evidence sufficient to raise an issue of material fact: mere denials, general assertions and speculation are not enough.” *Gurbrod v. County of Hennepin*, 529 N.W.2d 720, 723 (Minn. Ct. App. 1995) (citing Minn. R. Civ. P. 56.05; *Gonzales v. Hollins*, 386 N.W.2d 842, 845 (Minn. App. 1986) (nonmoving party cannot simply rely on its pleadings to defeat summary judgment motion supported by affidavits)).

In determining a summary judgment motion, the court must view evidence in the light most favorable to the party opposing the motion. *See Gradjelick v. Hance*, 646 N.W.2d 225, 231 (Minn. 2002).

### Discussion

The Board contends it is entitled to summary judgment on its sole claim because Defendants have unlawfully “engaged in the business of a protective agent, advertised for protective agent services, and indicated in writing that they provided protective agent services.” (Pl. Mem. for SJ at 1). Defendants respond, arguing MIB is merely “a de-escalation services business” outside the purview of protective agent services regulated by the Board. (Defs. Mem. in Opp. to SJ at 1).

Minnesota law holds that “[n]o person shall engage in the business of private detective or protective agent, or advertise or indicate in any verbal statement or in written material that the person is so engaged or available to supply those services, without having first obtained a license.” Minn. Stat. § 326.3381, subd. 1.

An entity provides protective agent services by: “providing guards, private patrol, or other security personnel to protect persons or their property or to prevent the theft, unlawful taking of goods, merchandise, or money, or to prevent the misappropriation or concealment of goods, merchandise, money, or other valuable things, or to procure the return of those things” or “providing management and control of crowds for the purpose of safety and protection.” Minn. Stat. § 326.338, subd. 4 (1), (5).

The Board alleges that Defendants have repeatedly violated Minn. Stat. § 326.3381, subd. 1 by engaging in protective agent services and advertising or indicating in writing MIB’s capacity to provide protective agent services, and indicating in writing that it has provided protective agent services without a protective agent license.

It is undisputed that MIB’s application for a protective agent license was denied in February 2022 and that Defendants have never held a protective agent license. (Ans. ¶ 13). So, any engagement in protective agent services by Defendants would constitute a violation of Section 326.3381.

The record undisputedly shows that MIB drafted eight and executed at least four contracts under the name “Men in Black Security LLC.” (Melchionne Decl., Exs. G-M; Carothers Decl., Ex. E). MIB’s signed contract with Taqueria Los Ocampos states that MIB will “supply the needed guards” who will “use their best effort to ensure the Client’s location is a safe and secure



environment for those who are present.” (*Id.*, Ex. I ¶ 1.1). Further, it states that MIB has represented that its services “consist[] of non[-]lethal armed security and the use of de-escalation tactics...” conducted by “personnel who are properly trained and skilled in providing non[-]lethal armed security including de-escalation tactics.” This fits precisely within the statutory definition of protective agent services of “providing guards” and “security personnel.” Minn. Stat. § 326.338, subd. 4 (1).

MIB’s signed contracts with Juxtaposition Arts, Minnesota Community Care Clinics, and the Somali Museum state MIB will provide “crowd control” and an “onsite de-escalation specialist to support a safe and secure environment.” (Melchionne Decl., Ex. L ¶ 1.1; Ex. M ¶ 1.1; Carothers Decl., Ex. E ¶ 1.1). These provisions fit into another definition of protective agent services, that of “providing management and control of crowds for the purpose of safety and protection.” Minn. Stat. § 326.338, subd. 4 (5). Also, the section in the Juxtaposition Arts contract entitled “Security Patrol: Rounds Schedule” demonstrates another instance of protective agent services in the form of “security personnel.” Minn. Stat. § 326.338, subd. 4 (1).

In response, Defendants argue that despite sharing a common “fundamental goal with law enforcement and protective agents,” MIB’s work focuses on “de-escalation and violence interrupt[ion]” instead of protective agent services. (Def. Mem. in Opp. to SJ at 5). They contend that as part of their transition, Defendants updated each of their contracts “to reflect[] the space that [MIB] operated from,” pointing to the Somali Museum contract as an example of their new standard contract. As previously discussed, the contract’s terms providing for “crowd control” services expressly qualify as protective agent services. Defendants explain their understanding of “crowd control” entails “fostering safe and secure environments in public settings, focusing on violence prevention, community outreach, and de-escalation strategies rather than mere

containment or suppression of crowds.” (Def. Mem. in Opp. to SJ at 8). While this may indeed be Defendants’ intent behind that term in the contract, the plain text of the contract states MIB will provide “crowd control” services, something clearly encompassed by the relevant statute. MIB makes no arguments beyond these and references no genuine issues of material fact. Further, MIB fails to address its other past violations, including its contract with Taqueria Los Ocampos.

As a result, despite Defendants’ attempt to recharacterize its actions, each of its signed contracts in the record qualify as engaging in protective agent services. Because each of these contracts were executed during a time no Defendant had a protective agent license, and indeed after MIB’s application for one was rejected, they each constitute a violation of Section 326.3381, subd. 1 and summary judgment should be ordered in favor of the Board.

The Board also argues that MIB also unlawfully advertised and indicated in writing MIB’s capacity to provide protective agent services through their website and social media posts as prohibited by Section 326.3381. To demonstrate this, the Board points to a form on MIB’s website that listed the questions “What type of security detail are you requesting?” and “How many agents are you requesting?” (Ans. ¶ 24). These questions indicate to readers that MIB was in the business of providing protective agent services in the form of “providing guards, private patrol, or other security personnel to protect persons or their property.” Minn. Stat. § 326.338, subd. 4 (1). The Board also references a social media post by MIB featuring people wearing clothing with the word “security” and bearing radios, badges with MIB’s name, and weapons. (Ans. ¶ 30). The Court agrees that MIB posting photos online of people affiliated with MIB equipped with gear typically associated with security guards constitutes an advertisement that MIB offers protective agent services in the form of armed security personnel. By posting these without the proper license, MIB has again violated Section 326.3381.

Regarding relief, Minnesota law enables the Board to bring an action in district court for “injunctive relief to restrain any unauthorized practice or violation or threatened violation of any statute or rule which the board is empowered to regulate or enforce.” Minn. Stat. § 214.11.

First, the Board requests a declaratory judgment saying MIB violated Minn. Stat. § 326.3381, subd. 1. As previously discussed, Defendants’ conduct constitutes a violation of this statute, so this relief is warranted.

Next, the Board requests the Court to enjoin Defendants from engaging in the business of, advertising, or offering to perform protective agent services unless and until they are properly licensed by the Board. Minn. Stat. § 326.3381, subd. 1 already prohibits these acts from unlicensed entities, so such an injunction is duplicative and will not be granted.

Finally, the Board requests an injunction requiring Defendants to take down the several websites they identify as being under MIB’s control. Because the relevant statute prohibits unlicensed entities from advertising protective agent services and the record indicates certain websites have been run by MIB in furtherance of that goal, this injunction is appropriate and will be granted.

### Conclusion

For the foregoing reasons, Plaintiff’s motion for summary judgment should be GRANTED as to Count I. And because the case will be dismissed, Defendants’ motion to amend the scheduling order will be denied as moot.

*-jla*