

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Other Civil
(Consumer Protection)Court File No. 62-CV-20-4708

In the Matter of EDU Doc Support LLC,

**ASSURANCE OF
DISCONTINUANCE**

WHEREAS, this Assurance of Discontinuance (“Assurance”) is entered into pursuant to Minn. Stat. § 8.31, subd. 2b, between the State of Minnesota, through its Attorney General, Keith Ellison (“the State”), and EDU Doc Support LLC (“EDS”);

WHEREAS, the Attorney General of the State of Minnesota has authority to enforce Minnesota’s laws relating to unfair, discriminatory, and other unlawful practices in business, commerce, or trade, including but not limited to the Minnesota’s Debt Settlement Services Act, Minn. Stat. §§ 332B.03-.12, the Prevention of Consumer Fraud Act, Minn. Stat. § 325F.69, *et seq.*, and the Uniform Deceptive Trade Practices Act, Minn. Stat. § 325D.43, *et seq.*;

WHEREAS, it is alleged that EDS marketed, sold, and provided goods or services to Minnesota consumers related to the repayment of student loans;

WHEREAS, the Attorney General alleges that EDS, without first becoming registered with Minnesota’s Department of Commerce as required by Minn. Stat. § 332B.03, offered to provide advice, or offered to act or acted as an intermediary between Minnesota consumers and the U.S. Department of Education or its federal student loan servicers, where the primary purpose of the advice or action was to reduce or eliminate student loan debt;

WHEREAS, the Attorney General alleges that EDS performed for Minnesota consumers and imposed charges or received payment from Minnesota consumers for, debt settlement services without first executing written debt settlement services agreements that complied with Minn. Stat. § 332B, as required by Minn. Stat. § 332B.06, and without first performing all of the services it agreed to perform, as required by Minn. Stat. § 332B.09;

WHEREAS, the Attorney General and EDS (collectively, the “Parties”) desire to resolve fully this matter by Assurance;

WHEREAS, Hau Nguyen (“Nguyen”) is owner and manager of EDS and has executed a separate Confession of Judgment related to this Assurance;

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

REPRESENTATIONS AND WARRANTIES

1. On June 18, 2020, EDS provided the Attorney General with a spreadsheet showing (a) the name and contact information for all Minnesota consumers with whom EDS contracted, (b) all amounts paid by those Minnesota consumers, and (c) all amounts still owed by those Minnesota consumers (“Minnesota consumer list”). EDS represents and warrants that the Minnesota consumer list is a complete and accurate list of all Minnesota consumers with whom EDS has contracted and that the payment amounts are accurate. The State has relied on EDS’s representations and warranties in its investigation and resolution of this matter.

INJUNCTIVE RELIEF

2. Without first becoming registered with Minnesota’s Department of Commerce as required by Minn. Stat. § 332B.03 and without otherwise complying with Minn. Stat. ch. 322B, EDS shall not hereinafter conduct any business, directly or indirectly, individually or in conjunction with any other person or entity, in the State of Minnesota, including but not limited

to collecting payments, marketing, selling, and providing goods or services related to repayment of student loans, including but not limited to completion of application materials for student loan consolidation or repayment plans.

3. EDS shall fulfill the terms of this Assurance, and all of its parents, subsidiaries, and successors shall be bound by this Assurance as if they had signed this Assurance, so as to accomplish the full relief contemplated by this Assurance. EDS shall not effect any change in its 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 Assurance.

MONETARY PAYMENT

4. EDS shall make to the Attorney General six payments of \$7,151.71, for a total sum of \$42,910.22 (the "Settlement Sum"), which represents the amount of total payments received by EDS from Minnesota consumers. EDS's payments shall be made by electronic funds transfer no later than the fifteenth day of each month, with the first payment due the month following the Court's acceptance and execution this Assurance. The Attorney General will provide payment processing instructions to counsel for EDS to submit payments.

5. All or any portion of the Settlement Sum will 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 remitted to the general fund of the State of Minnesota pursuant to Minn. Stat. § 8.31.

6. If EDS does not cure a failure to comply with the payment schedule specified in Paragraph 4, EDS and Nguyen consent to and authorize the AGO to, *ex parte*, immediately file with the Court the Confession of Judgment that Nguyen has executed in relation to this

Assurance pursuant to Minn. Stat. § 548.22, thereby rendering Nguyen immediately liable for the entire Settlement Sum, minus any amounts already paid by EDS pursuant to this Assurance. EDS and Nguyen consent to the Court Administrator or Clerk of Court entering the Confession of Judgment forthwith without any additional notice or other action. EDS and Nguyen further consent to and authorize the Attorney General, at his sole discretion, to request and receive a copy of EDS's and Nguyen's credit reports from Equifax, Experian, and TransUnion after entry of this Assurance, and EDS and Nguyen acknowledge and admit that such procurement of credit reports constitutes a permissible purpose for a consumer reporting agency to furnish the reports under 15 U.S.C. § 1681b(a).

7. EDS shall cancel and forgo collection on any amounts owed to EDS by the consumers identified on the Minnesota consumer list, which totals \$22,130.86. In the event that a Minnesota consumer attempts to make a payment to EDS after execution of this Assurance, EDS shall refuse and return the payment.

8. EDS shall request to each of the credit reporting agencies (i.e., TransUnion, Equifax, and Experian) that all negative trade line information related to Minnesota consumers be deleted from Minnesota consumers' credit reports, to the extent that such trade line information exists.

9. Within twenty one (21) days after the Court's acceptance and execution of this Assurance, EDS shall send an email to each Minnesota consumer subject to debt cancellation pursuant to paragraph 7 above notifying them that EDS is forgoing collection on their remaining balance.

STAYED CIVIL PENALTY

10. EDS shall pay a stayed civil penalty of \$75,000 to the Attorney General upon application to the Court and a finding by the Court indicating that EDS has violated any of the

terms of this Assurance and Order, including but not limited to any breach of its representations and warranties described in paragraph 1 above. The release in paragraph 13 below does not prevent the Attorney General from moving for, or collecting, the stayed civil penalty described in this paragraph. This paragraph does not limit the Attorney General from pursuing any other remedies or penalties provided under Minnesota law.

DEFINITIONS

11. “EDS” means EDU Doc Support LLC, and all of its merged or acquired predecessors, successors, divisions, subsidiaries, parents, and any other affiliated entity that is working under a contract to provide any type of services to or for EDU Doc Support LLC subsequent to its entering into this agreement.

12. “Minnesota consumer” means any person with a Minnesota mailing address.

RELEASE

13. In consideration of the stipulated relief and contingent upon the Court’s acceptance and execution of this Assurance, the Attorney General, by execution of this Assurance, releases EDS of any claims of the Attorney General under Minn. Stat. §§ 332B.03-.12, 325F.69, and 325D.44, connected with or arising out of the allegations contained in this Assurance, up to and including the date of this Assurance.

14. The Attorney General through this Assurance does not settle, release, or resolve any claim against EDS 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. This release does not apply in any way to claims of any other Minnesota state agency, department, official, or division.

GENERAL TERMS

15. Nothing in this Assurance shall relieve EDS of its obligation to comply with all applicable Minnesota and federal laws and regulations.

16. This Assurance may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement. This Assurance may be executed by facsimile or electronic copy in any image format.

17. The person signing this Assurance for EDS warrants that EDS has authorized the person to execute this Assurance, that EDS has been fully advised by its counsel before entering into the Assurance, and that he or she executes this Assurance in an official capacity that binds EDS and its successors.

18. This Assurance constitutes the full and complete terms of the agreement entered into by EDS and the Attorney General.

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

20. The Ramsey County District Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Assurance 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 Assurance. The parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance.

21. The failure of a party to exercise any rights under this Assurance shall not be deemed to be a waiver of any right or any future rights.

22. Nothing in this Assurance shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

23. Each of the parties is represented by counsel, participated in the drafting of this Assurance, and agrees that the Assurance's terms may not be construed against or in favor of any of the parties by virtue of draftsmanship.

24. The facts alleged in this Assurance will be taken as true without further proof for the purposes of determining the nondischargeability of the State's monetary judgment, as ordered by this Assurance, in any bankruptcy proceeding.

25. The facts alleged in this Assurance 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 Assurance will have collateral estoppel effect for such purposes.

26. EDS agrees that the stayed civil penalty in paragraph 10 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).

27. EDS understands that if a Court of competent jurisdiction holds that EDS has committed a violation of this Assurance, that such violation may subject EDS to contempt pursuant to Minn. Stat. § 8.31, subdivision 2b, and that the Attorney General may thereafter, in his sole discretion, initiate legal proceedings against EDS for any and all violations of this Assurance.

28. Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Assurance.

29. EDS 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 EDS.

30. With the exception of paragraphs 24 and 25 above and the Attorney General's enforcement of this Assurance, this Assurance shall not be construed as an admission of any


alleged wrongdoing or liability by EDS, including its officers, partners, owners, members, directors, co-venturers, employees, representatives, agents, attorneys, family members, successors, heirs, and affiliates, in any other civil action, criminal, arbitration, regulatory or administrative proceeding or court or by any administrative agency or other tribunal in the United States of America.

31. EDS agrees that the Attorney General, without further notice to EDS, may file this Assurance with the Ramsey County District Court on an *ex parte* basis, and that the Court may issue the Order below without further proceedings.

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

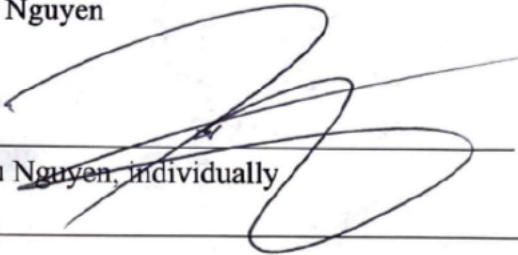
Adam Welle, Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101

Hau Nguyen, Chief Executive Officer
EDU Doc Support LLC
500 Birth Street
Suite 300
Newport Beach, CA 92660

<p>Date: <u>9/11/2020</u></p>	<p>KEITH ELLISON Attorney General State of Minnesota</p> <p>By: <u>/s/ Adam Welle</u> ADAM WELLE Assistant Attorney General</p>
<p>Date: <u>09/10/2020</u></p>	<p>EDU Doc Support LLC</p> <p>By:  Hau Nguyen, CEO</p>

Hau Nguyen

Date: 09/10/2020

By: 
Hau Nguyen, individually

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

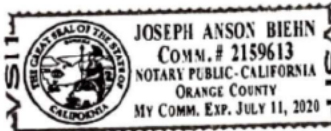
On September 10th, 2020 before me, Joseph Anson Biehn, Notary Public
(Here insert name and title of the officer)

personally appeared Man Nguyen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature



(Notary Public Seal)

**"The notary commission
extended pursuant to
Executive Order N-63-20."**

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Assurance of
(Title or description of attached document)
Discontinuance
(Title or description of attached document continued)
Number of Pages 10 Document Date 09/10/2020

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ORDER

Having reviewed the terms of the foregoing Assurance of Discontinuance, which is incorporated herein by reference, and which the Court finds reasonable and appropriate, it is

SO ORDERED.

Date: October 7, 2020



Nelson, Laura (Judge)
Oct 7 2020 2:57 PM

JUDGE OF DISTRICT COURT
LAURA NELSON

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