

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Other Civil  
(Charitable/Nonprofit Violations)

Court File No. \_\_\_\_\_

In the Matter of A Place to Call Home and  
Genevieve LaVoi**PETITION FOR ORDER  
APPROVING ASSURANCE OF  
DISCONTINUANCE**

The State of Minnesota, by its Attorney General, Keith Ellison, hereby petitions the Court, pursuant to Minn. Stat. §§ 8.31, subd. 2b, for an Order approving the attached, fully-executed Assurance of Discontinuance between the State of Minnesota, through its Attorney General, Keith Ellison, Minnesota nonprofit corporation A Place to Call Home, and Genevieve LaVoi.

Dated: September 8, 2021

Respectfully submitted,

KEITH ELLISON  
Attorney General  
State of Minnesota/s/ Collin R. BallouCOLLIN R. BALLOU  
Assistant Attorney General  
Atty. Reg. No. 0395256445 Minnesota Street, Suite 1200  
St. Paul, Minnesota 55101-2130  
(651) 757-1474 (Voice)  
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collin.ballou@ag.state.mn.us

ATTORNEYS FOR STATE OF MINNESOTA

STATE OF MINNESOTA

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Case Type: Other Civil  
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In the Matter of A Place to Call Home and  
Genevieve LaVoi**ASSURANCE OF  
DISCONTINUANCE**

WHEREAS, this Assurance of Discontinuance (“Assurance”) is entered into pursuant to Minnesota Statutes section 8.31, subdivision 2b, between the State of Minnesota, through its Attorney General, Keith Ellison (the “State” or “AGO”), A Place to Call Home (“APCH”), and Genevieve LaVoi, individually;

WHEREAS, the State has sought separate resolutions with former APCH directors and officers Renee LaVoi and Thomas Gray;

WHEREAS, the State has authority to enforce Minnesota’s laws relating to nonprofit corporations, including as *parens patriae*. See, e.g., Minn. Stat. §§ 8.31, 317A.813.

WHEREAS, APCH is a Minnesota nonprofit corporation organized under the Minnesota Nonprofit Corporation Act, Minn. Stat. ch. 317A. APCH is registered with the State as a soliciting charitable organization pursuant to the Charitable Solicitation Act, Minn. Stat. §§ 309.50–.61. APCH is exempt from federal income taxation pursuant to section 501(c)(3) of the Internal Revenue Code, 26 U.S.C. § 501(c)(3). APCH’s registered office address with the Minnesota Secretary of State is 16371 Impatiens Court, Lakeville, Minnesota 55044.

WHEREAS, Genevieve LaVoi serves as a director and officer of APCH, including as APCH's treasurer and chairman. LaVoi is listed as the president and registered agent of APCH with the Minnesota Secretary of State.

NOW, THEREFORE, the State, APCH, and Genevieve LaVoi hereby agree to entry of an Assurance of Discontinuance with the following terms and conditions:

### ALLEGATIONS

**I. APCH DID NOT PROVIDE ASSISTANCE TO FOSTER HOMES IN ACCORDANCE WITH ITS CHARITABLE MISSION, AND GENEVIEVE LAVOI USED APCH FOR HER PERSONAL BENEFIT.**

1. APCH incorporated as a Minnesota nonprofit corporation in April 2016 and registered as a soliciting charitable organization with the AGO on or about January 6, 2017. APCH's Articles of Incorporation, filed with the AGO along with APCH's initial registration, indicate that the organization's mission is twofold: (1) "[t]o raise money and assist in the funding of foster homes and other facilities providing housing, care, and nurturance to children lacking thereof;" and (2) "[t]o solicit volunteers to help provide such care and nurturance, as well as mentoring opportunities, and other provisions for the special needs of these children."

2. APCH's website, [www.aplace2callhome.us](http://www.aplace2callhome.us), states that APCH's mission is "to assist in providing underprivileged and homeless children with a loving, comfortable home" and "provide funding for various types of healing therapy for these children." APCH solicits donations through its website.

3. For all relevant time periods, APCH has had three board members. Genevieve LaVoi has been a board member and officer of APCH since its inception, serving as treasurer and as chairman of the board starting in November 2019. Renee LaVoi was a member of APCH's board of directors until October 1, 2019. Renee LaVoi is Genevieve LaVoi's mother. Thomas Gray was a member of APCH's board of directors from September 2017 to November 4, 2019.

On November 23, 2019, following the departure of Renee LaVoi and Thomas Gray from APCH's board of directors, Jessica Wilson and Erin Whitehead joined APCH's board of directors.

4. APCH's accounting records reflect that it received \$136,216 in donations between July 2016 and December 2019. During this period, Genevieve LaVoi ("LaVoi") personally donated \$55,101 to APCH, the Medtronic Foundation donated \$66,085 to APCH, and individuals and businesses donated the remaining \$15,030 APCH received. APCH received donations from the Medtronic Foundation through a "Matched Giving" program provided by LaVoi's employer, Medtronic. Medtronic offers the program, which matches employee donations to eligible nonprofits, in conjunction with the Medtronic Foundation. Medtronic Foundation's Matched Giving policies state that "contributions that result in you or a family member receiving a benefit" are not eligible to be matched.

5. Despite APCH's mission to "assist in the funding of foster homes and other facilities providing housing, care, and nurturance to children," from April 2016 through October 2020, APCH was used almost entirely to pay LaVoi's personal expenses. During that time, APCH paid numerous, costly bills for LaVoi, including for her personal residence, which LaVoi used as a foster home. Nearly all the payments APCH made on LaVoi's behalf occurred in 2018 or 2019 and, according to APCH's financial documents, were as follows:

- \$10,005 for earnest money to purchase LaVoi's personal residence;
- \$40,003 that LaVoi used for a down payment on her personal residence;
- \$42,318.68 that LaVoi used to pay her mortgage for her personal residence;
- \$35 for a purchase from Lowes;
- \$392 for an "amazon stove;"
- \$650 for "Jay's plumbing;"
- \$468.09 for the "mattress store;"
- \$1,200 for "Jellison's Blacktop;"
- \$80 for "Trio Landscaping;"
- \$6,700 for "Lakeville Heating and Air;"
- \$13,418 for "Premier Fence;"

- \$8,936 for “Every Season Landscape;”
- \$2,000 for “Twin City Roofing;” and
- \$1,175 for “MAK Professional Services.”

6. The above expenses paid by APCH on LaVoi’s behalf total \$127,380.77 and constitute the entirety of APCH’s non-administrative expenses.

7. APCH’s board, chaired by LaVoi’s mother Renee LaVoi, gave LaVoi sole authority and ability to access APCH’s bank accounts. According to APCH’s board meeting minutes, LaVoi was given blanket “authority to fund these repairs and payments as she deem[ed] appropriate.” APCH’s minutes further reflect that LaVoi initiated motions for APCH to “release funds,” and Renee LaVoi seconded the motions. Thomas Gray then approved the distributions, and the above payments were made directly from APCH to each vendor at LaVoi’s instruction.

8. Thus, the \$55,101 that LaVoi ostensibly donated to APCH, the \$66,085 Medtronic Foundation donated to APCH through matching LaVoi’s donations, and the remaining \$15,030 donated by individuals and businesses to APCH unjustly enriched LaVoi. APCH’s board, led by LaVoi and her mother, authorized and approved this arrangement.

## **II. LAVOI AND APCH’S OTHER DIRECTORS AND OFFICERS BREACHED THEIR FIDUCIARY DUTIES TO APCH.**

9. Minnesota Statutes section 317A.251, subdivision 1, provides in part that “[a] director shall discharge the duties of the position of director in good faith, in a manner the director reasonably believes to be in the best interests of the corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.” Minnesota law provides an analogous provision for nonprofit corporate officers. *See* Minn. Stat. § 317A.361.

10. The fiduciary duties delineated by Minnesota Statutes sections 317A.251 and .361 are referred to as the duty of loyalty and the duty of care. Minn. Stat. §§ 317A.251, .361; *Westgor v. Grimm*, 318 N.W.2d 56, 58 (Minn. 1948); *see Shepherd of the Valley Lutheran Church of*

*Hastings v. Hope Lutheran Church of Hastings*, 626 N.W.2d 436, 442 (Minn. Ct. App. 2001). The duty of loyalty requires directors and officers to discharge their duties in good faith in a manner they believe to be in the best interests of the corporation. Minn. Stat. §§ 317A.251, .361. The duty of care requires directors and officers to act with the care an ordinarily prudent person in a like position would exercise under similar circumstances. Minn. Stat. §§ 317A.251, .361.

11. APCH’s primary charitable mission is “to raise money and assist in the funding of foster homes and other facilities providing housing, care, and nurturance to children lacking thereof.” Contrary to this mission, the directors and officers of APCH violated their respective duties of care by approving the use of nonprofit funds for LaVoi’s personal benefit. APCH’s board minutes reflect LaVoi, as a director and officer, initiating motions that gave herself authority to use APCH funds “capped at \$100,000” for her personal benefit—primarily to purchase, pay off, and upgrade her personal residence. APCH’s financial statements reflect that, pursuant to the authority granted to her by APCH’s board, LaVoi indeed used \$50,008 in APCH nonprofit funds for the purchase of her home.

12. Knowing that LaVoi had spent over \$50,000 of APCH funds on her personal residence, APCH’s board—at LaVoi’s initiation—again gave LaVoi blanket authority to use nonprofit funds “capped at \$100,000” for the “purpose [of] funding repairs and for mortgage support” for LaVoi’s home. Under the direction of LaVoi and her mother, from April 2016 through October 2020, APCH’s only non-administrative expenditures were to pay personal bills for LaVoi. LaVoi spent \$127,380.77 of APCH charitable funds on herself with APCH board approval. During this time, APCH’s board chair was LaVoi’s mother, Renee. This decision to enrich LaVoi flouted APCH’s charitable mission and fell outside the standard of care ordinarily prudent persons would

exercise under such circumstances, resulting in a breach of the duty of care by each director and officer of APCH. *See* Minn. Stat. §§ 317A.251, .361.

13. LaVoi and the rest of APCH's board also breached their duty of loyalty to APCH. *See* Minn. Stat. §§ 317A.251, .361. APCH's board gave LaVoi sole access to APCH's bank accounts. Without regard for APCH's charitable mission or its best interests, LaVoi initiated two separate resolutions to give herself authority to access APCH's bank account with virtually no restriction and used APCH's funds for her own purposes. APCH's board minutes reflect that each member of APCH's board was aware that the funds were being used by LaVoi and authorized this conduct.

14. For approximately four years, APCH's board did not use the organization to support foster homes in accordance with its mission. Instead, APCH, at the direction of a conflicted board, was used only to enrich LaVoi. The board spent its charitable funds in a manner contrary to its charitable mission and placed LaVoi's personal interests above the best interests of the organization. By enabling and authorizing LaVoi's conduct, LaVoi and the rest of APCH's board failed to discharge their duties in good faith in a manner that they reasonably believed to be in the best interests of the corporation, and thereby breached their duty of loyalty. Minn. Stat. §§ 317A.251, .361; *see Mid-List Press v. James J Nora, Sr.*, 275 F. Supp. 2d 997, 1003 (D. Minn. 2003), *aff'd*, 374 F.3d 690 (8<sup>th</sup> Cir. 2004) (holding, in part, that a director's misappropriation of a nonprofit organization's assets for personal benefit constitutes a breach of the duty of loyalty).

### III. APCH SHOULD BE DISSOLVED.

15. APCH’s board’s consistent and serious breaches of fiduciary duties, wholesale abandonment of APCH’s corporate purpose, continual use of APCH as a tool to enrich LaVoi, and fraudulent use of donations necessitate APCH’s dissolution.

16. Minnesota Statutes section 317A.751, subdivision 1, provides that “[a] court may grant equitable relief it considers just and reasonable in the circumstances or may dissolve a corporation and liquidate its assets and business as provided in this section.” Minnesota Statutes section 317A.751, subdivision 5, provides that “[a] court may grant equitable relief in an action by the attorney general when it is established that:

...

(4) the corporation has flagrantly violated a provision of this chapter, has violated a provision of this chapter more than once, or has violated more than one provision of this chapter;

...

(6) the corporation has acted, or failed to act, in a manner that constitutes surrender or abandonment of the corporate purpose, franchise, privileges, or enterprise;

...

(12) the corporation has solicited property and has failed to use it for the purpose solicited; or

(13) the corporation has fraudulently used or solicited property.

17. APCH’s actions have satisfied Minnesota Statutes section 317A.751, subdivision 5(4). First, as fully described above, APCH flagrantly violated Minnesota Statutes sections 317A.251 and .361. APCH’s directors and officers—2/3 of whom were family members—shirked their fiduciary duties of care and loyalty by choosing to enrich LaVoi rather than serve APCH’s charitable mission of assisting “foster homes and other facilities providing housing, care, and



nurturance to children lacking thereof.” APCH’s board authorized LaVoi to use over \$127,000 of APCH’s charitable assets for her own benefit. Such violations could not have been more flagrant: APCH was used for no other purpose and helped no other foster family or children from March 2016 through at least October 2020. APCH’s only purpose was to enrich LaVoi. These actions by APCH’s board fall outside the standard of care ordinarily prudent persons would exercise and constituted an absolute failure by APCH’s board and officers to discharge their duties in good faith in a manner reasonably believed to be in the best interests of the corporation. *See* Minn. Stat. §§ 317A.251, .361. These actions alone are sufficient grounds to dissolve APCH. *See* Minn. Stat. §§ 317A.751, subd. 5(4).

18. Second—and in likewise independent satisfaction of Minnesota Statutes section 317A.751, subdivision 5(4)—APCH violated more than one provision of chapter 317A, each on multiple occasions. On September 8, 2017, APCH’s board of directors knowingly voted to give LaVoi unfettered access to APCH’s charitable assets for her personal benefit. Thereafter, APCH’s board continuously allowed LaVoi to use APCH’s funds for her personal benefit without taking any action. On February 24, 2018, after LaVoi had already spent \$50,153 for her personal benefit, APCH’s board again gave LaVoi blanket authority to use APCH funds for her own benefit, including to pay her mortgage. Thereafter, APCH’s board again let LaVoi use APCH’s funds repeatedly for her personal benefit, allowing her to spend an additional \$77,227 in charitable assets over a 21-month span. These actions by the board members and officers of APCH constitute multiple, separate breaches of fiduciary duty as discussed above and were flagrant violations of Minnesota Statutes sections 317A.251 and .361.

19. Third, APCH’s actions have satisfied Minnesota Statutes section 317A.751, subdivision 5(6), as grounds for dissolution. The Attorney General is entitled to equitable relief,

including dissolution, under Minnesota Statutes section 317A.751, subdivision 5(6) if a nonprofit corporation has “surrender[ed] or abandon[ed its] corporate purpose.” APCH is a Minnesota nonprofit corporation with the primary mission and purpose of “assist[ing] in the funding of foster homes and other facilities providing housing, care, and nurturance to children[.]” APCH’s secondary purposes are to solicit volunteers to help provide care and nurture children—including by providing mentoring opportunities—and to provide funding for various types of healing therapy for children.

20. APCH did not seriously pursue its charitable mission. APCH’s board minutes reflect that, over an approximately four-year period, the board never considered supporting any other foster home or children. APCH’s financial documents over that period likewise reflect that APCH never supported any foster home or facility providing housing to children. APCH never used its funds to supply mentoring opportunities to children or healing therapy to children. In short, APCH never used its financial resources to care for children in any way outside of Lavoie’s foster home. Instead, LaVoi, her mother, and Thomas Gray funneled all of APCH’s money to LaVoi. APCH did not pursue its nonprofit purposes and should be dissolved.

21. Minnesota Statutes section 317A.751, subdivision 5(12), provides yet another separate basis to dissolve APCH. The Attorney General is entitled to equitable relief, including dissolution, under Minnesota Statutes section 317A.751, subdivision 5(12) if a nonprofit “corporation has solicited property and has failed to use it for the purpose solicited.” As described fully above, APCH solicited donations to assist in funding foster homes and help children. Over an approximately four-year period, however, APCH did not use the donations it solicited for such purposes. Instead, the donations solicited were used to enrich its director, LaVoi. Accordingly,

APCH has failed to use donations for the purposes solicited and should be dissolved pursuant to Minnesota Statutes section 317A.751, subdivision 5(12).

22. In the same vein, Minnesota Statutes section 317A.751, subdivision 5(13) provides a final ground for dissolving APCH. The Attorney General may seek dissolution under Minnesota Statutes section 317A.751, subdivision 5(13) if a nonprofit “corporation has fraudulently used or solicited property.” Here, APCH fraudulently solicited donations by telling donors that such donations would be used to assist foster homes and other facilities that provide care to children. Then, APCH fraudulently used the donations solicited when it chose to enrich LaVoi rather than pursue its charitable mission. Further, APCH deceptively solicited funds from the Medtronic Foundation through its Matched Giving program. In doing so, APCH deceptively sought matches for donations from Medtronic that resulted in LaVoi receiving a direct and substantial benefit. Such actions were in stark violation of Medtronic Foundation’s matched giving policies and constituted a fraudulent solicitation of donations. Thus, APCH fraudulently solicited donations and should be dissolved pursuant to Minnesota Statutes section 317A.751, subdivision 5(13).

23. APCH’s flagrant and repeated violations of multiple provisions of the Nonprofit Corporations Act, Minn. Stat. ch. 317A, disregard for its charitable mission and abandonment of its charitable purpose, failure to use donations for the purpose for which they were solicited, and its fraudulent use of solicited donations all to enrich a board member—repeatedly, for a period of years—necessitate APCH’s dissolution pursuant to Minnesota Statutes section 317A.751.

## INJUNCTIVE RELIEF

24. LaVoi shall not hereinafter, whether directly, indirectly, individually, representatively, or through or in combination with any other person or entity, engage in any of the following conduct in Minnesota:

- (a) act as a director, officer, employee, agent, or representative of a nonprofit organization, or otherwise receive compensation from or act for, in concert with, or on behalf of a nonprofit organization;
- (b) have access to or exercise any control over, manage, supervise, oversee, or otherwise administer a nonprofit organization's finances, operations, or other affairs;
- (c) solicit contributions from Minnesota donors, accept or receive contributions from Minnesota donors, or otherwise act as a "professional fund-raiser" as the term is defined in Minnesota Statutes section 309.50, subdivision 6; or
- (d) engage in any activity that results in having any control or responsibility for property held for a charitable purpose, or from otherwise acting as a "trustee" as the term is defined in Minnesota Statutes section 501B.35, subdivision 4.

25. For the purposes of this Assurance, the following definitions apply:

- (a) "Contribution" shall have the meaning given the term by Minnesota Statutes section 309.50, subdivision 5.
- (b) "Director" shall have the meaning given the term by Minnesota Statutes section 317A.011, subdivision 7.
- (c) "Nonprofit organization" shall mean the following: (i) any corporation governed by or organized under Minnesota Statutes chapter 317A, section 322C.1101, or equivalent laws in other states, and (ii) any organization exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, 26 U.S.C. § 501(c)(3).
- (d) "Officer" shall have the meaning given the term by Minnesota Statutes section 317A.011, subdivision 15.
- (e) "Solicit" shall have the meaning given the term by Minnesota Statutes section 309.50, subdivision 10.

26. Within 30 days of the Court approving this Assurance, APCH shall begin the dissolution process pursuant to Minnesota Statutes section 317A.721, wind up any remaining affairs, and adopt all necessary and appropriate resolutions to liquidate its remaining assets in accordance with this Assurance and applicable law, including Minnesota Statutes sections 317A.701 through 317A.813, 501B.31, and chapter 309. Upon the adoption of all necessary and appropriate resolutions, APCH's board of directors shall liquidate all of APCH's remaining assets. All net proceeds from such liquidation shall be deposited into APCH's bank account and not used or accessed for any purpose except for those described in this Assurance.

27. APCH shall continue to file any necessary documents and regulatory filings pursuant to applicable law in order to maintain APCH's Minnesota nonprofit corporate status during the duration of LaVoi's payment term pursuant to Paragraph 34 of this Assurance. Within 60 days of the conclusion of LaVoi's payment term pursuant to Paragraph 34, APCH shall wind up any remaining affairs and adopt all necessary and appropriate resolutions to effectuate the dissolution of APCH in accordance with this Assurance and applicable law, including Minnesota Statutes sections 317A.701 through 317A.813, 501B.31, and chapter 309.

28. In its Notice of Intent to Dissolve filed with the State pursuant to Minnesota Statute section 317A.811, APCH shall list all of its remaining charitable assets which shall include any money received from liquidating its assets pursuant to Paragraph 26 and any money received pursuant to Paragraph 35 of this Assurance. The recipient charitable organization(s) shall be a Minnesota nonprofit corporation with a similar charitable mission to APCH. APCH shall designate the recipient Minnesota nonprofit organization(s) with similar charitable purposes consistent with applicable law, including Minnesota Statutes 317A.701 through 317A.813 and 501B.31. As an attachment to its Notice of Intent to Dissolve, APCH shall submit to the State a

true and accurate report of the charitable assets deposited into APCH's bank account to be transferred or conveyed to the recipient Minnesota nonprofit organization upon APCH's dissolution.

29. Within 30 days of completing the formal dissolution process and transferring or conveying APCH's charitable assets to the Minnesota nonprofit recipient(s) designated by and listed in APCH's Notice of Intent to Dissolve pursuant to Paragraphs 27 and 28 of this Assurance, APCH shall provide documentation to the State reflecting the transfer or conveyance of assets. Upon the written request of the State, APCH shall promptly provide additional documentation that the State, in its sole discretion, deems reasonably necessary to verify the transfer or conveyance of assets.

30. LaVoi shall not have custody, control, or otherwise access or handle APCH's charitable assets, including any proceeds received from the liquidation of APCH's remaining assets and any funds disbursed to APCH pursuant to Paragraphs 26 and 35 of this Assurance.

31. The State shall have all powers and authority specified by Minnesota Statutes sections 8.31, 317A.813, 501B.40, and all other authority otherwise available to it for purposes of investigating any suspected violations of this Assurance and securing compliance with the terms of this Assurance.

32. LaVoi and APCH shall have a duty to fully, completely, truthfully, and promptly cooperate with the State in its compliance monitoring or investigation of any suspected violations of this Assurance, including promptly providing information requested by the State.

33. LaVoi and APCH are hereby enjoined from effecting any change in APCH's or any other entity's form of doing business, organizational identity, organizational structure, affiliations, or management composition as a method of avoiding the terms of this Assurance. LaVoi is further

permanently enjoined from effecting any change in her ownership stake in, or management authority over, any entity in which she has such ownership stake or management authority as a method of, or if the effect is, avoiding the terms of this Assurance. LaVoi is further permanently enjoined from engaging in any conduct prohibited by this Assurance through or in combination with a family member or any other person.

### **MONETARY PAYMENT**

34. Based on LaVoi's representations of her inability to pay the entire amount of one hundred and twenty-seven thousand, three hundred and eighty dollars, and seventy-seven cents (\$127,380.77), LaVoi is liable for and shall pay the State pursuant to Minnesota Statutes section 8.31 sixty-six thousand dollars (\$66,000). LaVoi shall pay this monetary relief of sixty-six thousand dollars (\$66,000) to the State under Minnesota Statutes section 8.31 over a term of 44 months at \$1,500 per month. LaVoi's payment term shall begin September 2021 and last until April 2025. LaVoi's payments shall be due on the first of each month.

35. The AGO shall have the option, at its sole discretion, to distribute monies it receives pursuant to this Assurance in an equitable manner to specific injured persons or entities under applicable law, including to APCH. Monies the AGO receives pursuant to this Assurance may also be used for settlement administration expenses, including but not limited to payment to a settlement administrator. Any monies received pursuant to this Assurance that are not distributed to injured persons or entities or used for settlement administration expenses shall be deposited into the State General Fund. Minn. Stat. §§ 8.31, 16A.151 (2020).

36. The monies to be paid under Paragraph 34 shall be sent payable to the "Minnesota Attorney General's Office" at the following address: Collin R. Ballou, Assistant Attorney General,

Minnesota Attorney General's Office, 445 Minnesota Street, Suite 1200, St. Paul, Minnesota 55101.

### **STAYED RELIEF**

37. LaVoi is liable for an additional civil penalty of \$61,380 if the Court finds, after a motion by the AGO, and pursuant to a hearing as determined by the Court, that LaVoi violated any provision of this Assurance. The AGO shall provide notice to LaVoi of any alleged violation prior to seeking relief from the Court under this paragraph and offer a reasonable opportunity for LaVoi to respond to the AGO's allegations, which LaVoi shall do in a timely manner. The release provided for in Paragraph 38 of this Assurance does not prevent, restrict, or otherwise limit in any way the AGO from moving for, using any information and materials in its possession, and, should a violation be found, collecting the stayed civil penalty referenced in this paragraph.

### **GENERAL TERMS**

38. This Assurance constitutes neither an admission nor denial of the allegations set forth above.

39. In consideration of the stipulated relief, the sufficiency of which is acknowledged, the AGO, upon approval of this Assurance by the Court, hereby fully and completely releases LaVoi and APCH of any and all claims of the AGO under Minnesota Statutes sections 317A.251, 317A.361, and 317A.751 arising out of the allegations contained in this Assurance, up to and including the date of the Court's approval of this Assurance. The AGO through this Assurance does not settle, release, or resolve any claim against LaVoi or APCH by any person or entity not party to this Assurance, or by any other person or entity involving any private causes of action, claims, or remedies, including but not limited to private causes of action, claims, or remedies provided for under Minnesota Statutes section 8.31. This release does not apply in any way to



claims of any other Minnesota state agency, department, official, or division, including but not limited to the Minnesota Department of Revenue.

40. The claims, remedies, and relief provided for in this Assurance are in addition to all other claims, remedies, and relief available to the State of Minnesota or the AGO.

41. LaVoi and APCH shall not state or imply, directly or indirectly, that the State of Minnesota or the AGO have approved of, condoned, or agree with any conduct, actions, or inactions by LaVoi or APCH.

42. Nothing in this Assurance shall relieve LaVoi or APCH of their obligations to comply with all applicable Minnesota and federal laws and regulations, and court or administrative orders and directives.

43. If this Assurance is violated, LaVoi and APCH agree that any statute of limitations, statute of repose, or other time-related defense applicable to the subject matters of the allegations in this Assurance, and any claims arising out of or relating thereto, are retroactively tolled from and after the date of this Assurance.

44. In any subsequent civil litigation by or on behalf of the State, including a nondischargeability complaint or other proceeding to enforce the State's rights to any payment or monetary judgment under this Assurance in bankruptcy court, the above allegations shall and will be taken as true without the need for any further proof, evidence, or other showing.

45. The above allegations establish all elements necessary to sustain an action by the State pursuant to 11 U.S.C. § 523(a)(2)(A), 11 U.S.C. § 523(a)(4), and/or 11 U.S.C. § 523(a)(7), and this Assurance will have collateral estoppel and/or res judicata effects for such purposes. LaVoi further agrees that the entirety of the award of restitution, disgorgement, and/or civil

penalties under this Assurance is nondischargeable debt under these statutes and waives any right to contest or otherwise dispute the matter.

46. The persons signing this Assurance for APCH warrants that APCH has authorized the persons to execute this Assurance, that he or she executes this Assurance in an official capacity that binds APCH and its successors, and that APCH has been fully advised by its counsel or has voluntarily forgone such advisement before entering into the Assurance.

47. 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.

48. This Assurance constitutes the full and complete terms of the agreement entered into by LaVoi, APCH, and the AGO.

49. Service of notices or other documents required or permitted by this Assurance shall be served on the following persons, or any person subsequently designated to receive such notices, by mail and email at the addresses identified below:

**As to the State of Minnesota:**

Collin R. Ballou, Assistant Attorney General  
Office of the Minnesota Attorney General  
445 Minnesota Street, Suite 1200  
St. Paul, Minnesota 55101  
collin.ballou@ag.state.mn.us

**As to LaVoi:**

Genevieve LaVoi  
16371 Impatiens Court  
Lakeville, Minnesota 55044  
gen124373@gmail.com

**As to APCH:**

Jessica Wilson  
16176 Vintage St. NW  
Andover, MN 55304  
jessmwolf@live.com

50. 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.

51. This Assurance, including any issues relating to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

52. Nothing in this Assurance shall be construed to limit the jurisdiction, power, or authority of the State of Minnesota or the AGO, except as expressly set forth herein in with regard to APCH and LaVoi.

53. Each of the parties participated in the drafting of this Assurance and agree that the Assurance's terms may not be construed against or in favor of any of the parties by virtue of draftsmanship.

54. Each signatory hereto shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Assurance, including that APCH and LaVoi shall promptly comply with any reasonable request from the AGO for information regarding verification of APCH's and LaVoi's compliance with this Assurance.


55. The AGO may file this Assurance with the Court without further notice to APCH and LaVoi, and the Court may approve and enter this Assurance without further proceedings.

56. The Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance, notwithstanding any judgment that may be entered dismissing this proceeding with prejudice or otherwise. All signatories hereto further consent to the jurisdiction of the Court for the purposes of enforcing this Assurance. The State may move the Court, as appropriate, to enforce

or interpret the provisions of this Assurance, or to maintain an action for other relief as it determines is proper for the enforcement of this Assurance. The parties agree that, in any such motion or action brought by the State, the Court shall have authority to award all appropriate legal and equitable relief, including but not limited to specific performance.

KEITH ELLISON  
Attorney General  
State of Minnesota

Dated: 9/7/2021

  
\_\_\_\_\_  
COLLIN R. BALLOU  
Assistant Attorney General

GENEVIEVE LAVOI, individually

Dated: 8/16/21

By:   
\_\_\_\_\_

A PLACE TO CALL HOME

Dated: 8/19/21

By:   
\_\_\_\_\_  
On behalf of A Place to Call Home

**ORDER**

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Judge of District Court**LET JUDGMENT BE ENTERED ACCORDINGLY.**