Filed in District Court
State of Minnesota
8/25/2021 8:22 AM

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 BFW Institute of Education & Research a/k/a Pain Free Patriots

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 "AGO") and BFW Institute of Education & Research, also known as Pain Free Patriots ("BFW");

WHEREAS, the AGO has authority to enforce Minnesota's laws relating to charitable organizations, charitable trusts, and nonprofit corporations under state statutes and common law, including as *parens patriae*. *See, e.g.*, Minn. Stat. §§ 8.31, 309.57, 317A.813, 501B.34, and 501B.40;

WHEREAS, BFW is a Minnesota nonprofit corporation organized under the Minnesota Nonprofit Corporation Act, Minnesota Statutes chapter 317A (the "Nonprofit Corporation Act"), and its registered office address is 14001 Ridgedale Drive, Suite 390, Minnetonka, Minnesota 55305. BFW is exempt from federal income taxation pursuant to section 501(c)(3) of the Internal Revenue Code ("IRC"), 26 U.S.C. § 501(c)(3). BFW first registered with the AGO as a soliciting charitable organization pursuant to Minnesota Statutes section 309.52 on or around September 30, 1997;

WHEREAS, the AGO and BFW desire to fully resolve the AGO's concerns regarding the lawfulness of BFW's actions;

NOW THEREFORE, BFW hereby agrees to entry of an Assurance of Discontinuance with the following terms and conditions:

ALLEGATIONS

1. The AGO states and alleges as follows:

2. BFW was founded as Becker Furniture World Foundation in 1997 by Douglas V. Huseby, founder and CEO of Becker Furniture World, for the specific charitable purpose of providing furniture to low-income persons or others in need. In 2000, Becker Furniture World Foundation amended its Articles of Incorporation to remove such specific purposes language, and in 2007 changed its name to BFW Institute of Education & Research.

3. Sometime between 2010 and 2012, Huseby began using BFW Institute of Education & Research to operate the "Pain Free Patriots" program to provide pain relief care to veterans through a for-profit business he owns, Ultimate Wellness Center ("UWC"). In its 2020 Informational Report, BFW claims to have no "legal affiliation" with UWC. In 2015, BFW Institute of Education & Research assumed the legal name Pain Free Patriots to highlight its focus on that work.

4. BFW's Articles of Incorporation, as amended, contain a broad primary purpose that tracks the language of IRC Section 501(c)(3) ("exclusively charitable, literary, scientific or educational within the meaning of Section 501(c)(3)"). According to its most recent Internal Revenue Service ("IRS") Form 990, BFW's mission is "[to provide] medical grants for effective treatment to help relieve chronic pain for military Veterans" and its goal is "to help Veterans return to their daily lives as quickly and as healthy as possible using the latest innovative technologies, protocols, and best practices."

5. BFW claims it accomplishes its mission by issuing grants to veterans, averaging $5,000 each, to receive pain relief care at UWC. As of 2018, BFW claimed it had served 600 veterans since starting its veteran pain care program. BFW also claims it issued grants to 206 individuals in fiscal year 2020 alone at a value of $429,226—constituting 99.7% of BFW's program service expenses. As a result, BFW's sole charitable program activity is to issue grants for care exclusively performed at its related for-profit clinics.

I. BFW's Directors and Officers Breached Their Fiduciary Duties, Breached Trust, and Violated the Nonprofit Corporation Act by Misusing BFW Assets for the Benefit of Insider-Owned Businesses and Becoming Heavily Indebted to BFW's Founder, Chairman, and President.

6. Over a period of years, BFW engaged in a series of transactions for the benefit of a for-profit wellness clinic, UWC, which is solely owned by Huseby, BFW's founder, chairman, and president. From 2012 through the present, BFW also incurred significant debt by way of loans taken from Huseby and his affiliated entities.

7. Such transactions were made for the benefit and under the direction of Huseby, despite his material conflicts of interest. BFW's other directors and officers repeatedly failed to act independently of Huseby and in the best interests of BFW in approving these transactions.

8. These transactions were not only unlawful under the Minnesota Nonprofit Corporation Act and the Minnesota Supervision of Trusts and Trustees Act, Minn. Stat. §§ 501B.33-.45 (the "Charitable Trust Act"), but as discussed further below, they caused significant financial harm to BFW.

A. BFW's Grant Program Directs Charitable Assets to Insider-Owned, For-Profit Entities.

9. BFW directs all of its charitable grantees to Huseby-owned UWC for pain relief care. BFW has occasionally advertised that veterans are free to seek care at any "pre-approved facility or doctor," but its actions demonstrate its contrary intent to funnel all veterans to UWC.

Specifically, its Grant Request Form states "[a]lthough [BFW] highly recommends treatment at [UWC], the Grant Recipient has the option of applying the grant funds for treatment with any *certified and approved medical provider.*" (Emphasis added.) But BFW admits that it has only approved ACC- and Dr. Osvold-affiliated care providers. BFW states in consecutive IRS Forms 990 that "once approved for treatment, the veteran can only use the grant at one of three clinics in the Twin Cities area." BFW marketing materials similarly direct veterans to three clinic locations corresponding to UWC clinics in Brooklyn Park, Rogers, and Minnetonka. BFW's Grant Request Form also seeks grantee authorization to communicate only with ACC regarding the grantee-patient's improvement and results. Finally, BFW clearly assumes that all grantee care takes place with UWC and its subcontractors because it does not allow the applicant to input another provider's name for such authorization. It admits, as a result, that it has never had a veteran seek treatment other than with UWC.

10. UWC then subcontracts two other insider-owned entities to provide actual patient care: Advanced Care Chiropractic, P.A. ("ACC"), a licensed chiropractic provider owned by BFW director Dr. Sheldon Osvold; and Internal Visions, LLC ("IV"), another Huseby-owned entity that provides staff, equipment, and handles the administrative functions of the UWC clinic. UWC claims it is a façade in that it is "merely a name on the door at the IV office and has [no] business operations" and is "an informal collaboration between ACC and IV."

11. BFW's pain relief program accepts grant applications primarily from veterans, and has expanded to include EMTs, first responders, police, sheriffs, and fire department personnel, and their immediate family members. BFW accepts applications from individuals who claim to need pain relief care and initially screens applicants for valid veteran or other public service status.

12. BFW directs screened candidates to UWC to provide an initial evaluation and determine whether the candidate has medical needs that are appropriate for BFW grant funding. UWC holds itself out as a "complementary and alternative medicine clinic" that uses the "latest technology and advanced protocols" to advance patients' health. At no point in the grant application process does BFW or UWC disclose Huseby's ownership and control of UWC.

13. Once UWC recommends an applicant as a "good candidate for [BFW's] grant-funded pain program," BFW approves the applicant and issues grant checks to the grantee for treatment at UWC. Grantees are specifically instructed to endorse their grant check and hand it over to UWC. As care progresses, BFW "uses input and recommendations from [UWC] to continue issuing the Grant Recipient monthly grant money to cover their treatments." Once UWC determines such grantee has "maximally benefitted" from pain treatments, grant-funded treatment ends. Rather than being deposited by UWC, grantee checks are instead deposited by another Huseby-owned entity, Global Wellness Management Company, before distribution to subcontractors as payment for services.

14. BFW accomplishes little if any charitable programming besides its almost sole focus on its pain relief care grant program. BFW has not funded its only other charitable program—distributing grants to low-income residents—since fiscal year 2018. BFW's IRS Forms 990 also reveal that the vast majority of BFW's expenditures go to insider-owned entities. The breakdown is as follows:

- 2016: $428,278 to insider-owned entities out of $443,139 in total program service expenses (96.6%).
- 2017: $345,868 to insider-owned entities out of $365,283 in total program service expenses (94.7%).
- 2018: $817,235 to insider-owned entities out of $818,369 in total program service expenses (99.9%).

- 2019: $429,226 to insider-owned entities out of $430,416 in total program service expenses (99.7%).

15. BFW issues grants for care exclusively at its related for-profit, UWC. UWC performs each grantee's initial medical consultation, conducts each ongoing evaluation, and makes each determination as to the conclusion of care. In short, UWC—not BFW—decides the necessity, length, and amount of patient pain relief care, all to the benefit of BFW's insiders. Thus, BFW's activities have the practical result of funneling nearly all its charitable assets back into the pockets of its insiders.

16. These actions and inactions violated Minn. Stat. §§ 317A.251, subd. 1 (breach of director fiduciary duties), 317A.361 (breach of officer fiduciary duties), and 501B.41 (breach of trust), and provide grounds for equitable relief under Minn. Stat. § 317A.751, subd. 5.

B. BFW's Approved-Provider Relationship with UWC Has Never Been Competitively Evaluated, Appropriately Documented, or Negotiated at Arm's Length.

17. BFW claims in its 2020 Informational Report and 2019 IRS Form 990, respectively, that UWC provides all services to veterans at a "negotiated discounted rate," and that "the services and products used in the Pain Free Patriots Program are provided at cost plus an administrative charge (which approximates the cost of administering the Pain Free Patriots Program)." But BFW, UWC, and the other for-profit entities could provide no evidence that the UWC entities agreed to provide, or actually provided, care at a discounted rate.

18. As detailed above, UWC is the only approved provider for BFW's grant-funded program activities. BFW states in its 2019 IRS Form 990 that its grants can only be used at UWC clinics because each "utilizes protocols, techniques, equipment and technology developed throughout the history of the program." However, there is no evidence that BFW has ever employed a competitive process to select an appropriate care provider or taken other steps to

identify potential treatment providers besides UWC. As evidenced in its board meeting minutes and other materials, BFW maintained no formal contracts or agreements with UWC. There is no evidence that any agreement between BFW and UWC has ever been updated, renegotiated, or amended. Even if BFW and UWC had any such agreement in place, there is little likelihood that any such rate is actually discounted or otherwise favorable to BFW or its grantees because insiders are involved on all sides of the transaction.

19. These actions and inactions violated Minn. Stat. §§ 317A.251, subd. 1 (breach of director fiduciary duties), 317A.361 (breach of officer fiduciary duties), 317A.255, subd. 1 (director conflicts of interest); and 501B.41 (breach of trust), and provide grounds for equitable relief under Minn. Stat. § 317A.751, subd. 5.

C. Structural Issues Contribute to Unchecked Conflicted Decision-Making, Resulting in BFW's Directors Failing to Follow its Conflict of Interest Policy and Other Terms Encompassed in its Bylaws.

20. BFW is governed by a Board of Directors consisting of Doug Huseby, Joan Loven, Chris Barber, Patrick Keefe, and Sheldon Osvold. Most have a financial interest in UWC, ACC, or IV, and ultimately in BFW grantees receiving care at those related for-profit entities. To wit, BFW's Chairman and President, Doug Huseby, owns all but one of the related for-profit entities. Further, four of BFW's five directors have the following affiliations:

- Huseby is the Owner and President of each UWC; IV; Global Wellness Management Company; DH Energy Solutions, LLC; and Global Consulting Solutions, LLC. He is also a creditor of ACC.
- Barber is the Marketing Coordinator for UWC, receives a salary from IV, and has worked as an independent contractor for Huseby-owned Becker Furniture World.
- Loven is an accountant for ACC.
- Osvold is the CEO and Owner of ACC.

21. With the exception of Patrick Keefe, every current BFW director or officer has a material financial interest in the only entities providing care to BFW's grantees, or has a current or past financial relationship with entities controlled by BFW's founder, chairman, and president, Doug Huseby.

22. According to BFW's Conflict of Interest Policy, interested parties must disclose the existence and nature of their financial interests and fiduciary responsibilities and thereafter recuse themselves from the discussion of and voting on the transaction or arrangement that results in the conflict of interest. After exercising due diligence, the Board is then required to determine whether BFW can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

23. There is no evidence that BFW or its directors suspected, perceived, or acknowledged a potential conflict of interest in its dealings with UWC, IV, or ACC. Further, there is no evidence that BFW's directors, officers, or employees took any affirmative steps to comply or attempt to comply with Minnesota Statutes Section 317A.255 concerning director conflicts of interest or BFW's policies regarding conflicts of interest. As evidenced in its board meeting minutes, none of the "approved provider" relationships or financial transactions discussed elsewhere in this Assurance or other conflicted director arrangements were disclosed to or discussed by the Board of Directors when it entered transactions, renewed agreements, or elected directors to the Board.

24. BFW's Conflict of Interest Policy also requires board members to read and sign an annual statement requiring such person to disclose any financial interest in or fiduciary responsibility toward any entity the person believes may enter into a proposed transaction with BFW in the upcoming year. Except for one statement signed by Pat Keefe in 2019—who appears

to be the only BFW director without a financial interest in UWC, ACC, or IV—BFW's directors never signed these statements. The policy also required BFW to conduct a periodic review of its arrangements to ensure they are consistent with its charitable purposes and do not result in inurement or impermissible private benefit. These reviews never occurred.

25. These actions and inactions violated Minn. Stat. § 317A.255, subd. 1 (director conflicts of interest).

E. BFW's Conflicted Management Results in Harmful Financial Transactions with Related Entities and Insiders, and Crippling Net Losses to BFW.

26. Conflicted individuals control the majority of BFW's management functions. According to BFW's IRS Forms 990, BFW does not have paid staff and operates with the assistance of more than three dozen volunteers. However, these "volunteers" are in fact employees of Huseby's for-profit ventures and even staff of UWC, the primary beneficiary of BFW grant funds.

27. In addition to their director roles, Huseby and Keefe also serve as BFW's President and Treasurer, respectively, while Barber serves as Marketing Coordinator/Operations Manager. In this role, Huseby has nearly unfettered access to BFW's corporate finances: Huseby has signing authority over BFW's two checking accounts, its savings accounts, two BFW credit cards, and a business line of credit.

28. BFW stated that its President and Treasurer have the authority to borrow money on behalf of the corporation as needed and that "there was no requirement that the full Board of Directors approve the loans." Wielding such authority, Huseby took out four bank loans in the name of BFW that plunged the organization into significant debt. Balances on unsecured bank loans totaled \$301,101 at FYE 5/31/2018, \$179,492 at FYE 5/31/2019, and \$92,167 at FYE 5/31/2020.

29. BFW has also incurred debts directly to Doug Huseby individually and multiple Huseby-owned entities.

- BFW owed debts to Huseby and Huseby-owned entities at least as far back as FYE 5/31/2012, when BFW owed a combined $88,397 to Huseby individually and Huseby-owned Global Consulting Solutions, LLC.

- As of May 30, 2020, BFW had an outstanding loan to Doug Huseby individually in the amount of $712,381. BFW's most recent IRS Form 990 states that the purpose of such loan is to fund veteran care in progress, that it was approved by a board or committee, and that a written agreement exists regarding such loan. When the AGO requested a copy of such agreement, none was provided.

- As of May 30, 2020, BFW had an outstanding loan to Huseby-owned DH Energy Solutions, LLC, in the amount of $1,000. BFW's most recent IRS Form 990 states that the purpose of such loan is for cash flow, that it was approved by a board or committee, but that no written agreement exists regarding such loan.

- On June 27, 2019, BFW made a payment to Huseby-owned Global Consulting Solutions, LLC, in the amount of $10,250 for the purposes of "Pay[ing] Back Loan." This loan was disclosed on BFW's 2018 IRS Form 990 as "other liabilities" rather than as a loan from an interested person and was not disclosed at all on its 2019 IRS Form 990.

30. As of the close of its most recent fiscal year ending May 31, 2020, BFW was carrying loans to Doug Huseby and his controlled entities totaling $713,381 and additional unsecured notes and loans payable to unrelated third parties totaling $92,167. These related-party and bank loans had a significant impact on BFW's bottom line. BFW's debts resulted in BFW carrying net assets of -$339,115, -$901,483, and -$828,473, at the end of fiscal years 2017, 2018, and 2019, respectively.

31. At the same time as incurring these significant debts, BFW continued unabated grants that benefited related for-profit entities. In fiscal year ending 5/31/2019, BFW paid out veteran grants totaling $817,235 to be redeemed at its for-profit related entities, resulting in a net operating loss to the organization of $556,515. In that same year, BFW increased its borrowing significantly to keep charitable funds flowing from BFW to its related for-profits. BFW's overall

debt increased by $595,207, and its debts to Huseby-owned entities grew by an even greater amount of $607,695, to offset the amount going out the door in grants.

32. These actions and inactions violated Minn. Stat. §§ 317A.251, subd. 1 (breach of director fiduciary duties), 317A.361 (breach of officer fiduciary duties), 317A.255, subd. 1 (director conflicts of interest); and 501B.41 (breach of trust), and provide grounds for equitable relief under Minn. Stat. § 317A.751, subd. 5.

II. BFW Continues Soliciting in Minnesota with Delinquent Registration.

33. BFW solicited contributions from Minnesotans without being registered as a soliciting charity. BFW first registered with the AGO as a soliciting charity on or around September 26, 1997. BFW has not filed an annual report for its 2019 fiscal year, due December 16, 2019, or 2020 fiscal year, due December 15, 2020. Among other fundraising activities during that time, BFW conducted an online fundraising event on or about August 27, 2020, from which it raised $112,000.

34. These actions and inactions violated Minn. Stat. §§ 309.52, subd. 1 (solicitation without registration), 309.52, subd. 7 (failure to file), and 309.53 (annual reporting requirement).

* * *

35. The AGO alleges that the conduct generally described in this Assurance constitutes violations of, among other provisions, the Nonprofit Corporation Act, the Charitable Trust Act, and the Minnesota Charitable Solicitation Act, Sections 309.50–.61 (the "Charitable Solicitation Act").

36. BFW neither admits nor denies the allegations in this Assurance.

INJUNCTIVE RELIEF

37. Within 30 days of the date of filing of this Assurance, BFW shall secure the resignations or effectuate the removals of Doug Huseby, Sheldon Osvold, and Joan Loven as

directors, officers, and any other such positions of BFW, as appropriate, and shall amend its articles of incorporation, bylaws, or other such documents as necessary to effectuate the removal of BFW's Founder as a director, officer, or other similar position of BFW.

38. Within 180 days of executing this Assurance, BFW shall recruit and elect at least three persons to serve as its Board of Directors (each a "New Director" and collectively the "New Directors") and to hold the offices of president and treasurer, however designated (each a "New Officer" and collectively the "New Officers"). The prospective New Directors and prospective New Officers shall be given a copy of this Assurance by BFW and shall have a reasonable opportunity to review its terms before consenting to be considered for such role. The New Directors shall at all times be independent of, and free from undue influence by, all persons who are or were a director of BFW as of April 22, 2021 (each a "Current Director" and collectively the "Current Directors"); all persons who are or were an officer of BFW as of April 22, 2021 (each a "Current Officer" and collectively the "Current Officers"); and any entity in which any Current Director has a 3% or greater ownership stake.

39. Within 30 days of electing the third of the three New Directors provided in paragraph 38, BFW shall secure the resignation or removal of all remaining Current Directors and Current Officers.

40. BFW shall not, whether directly, indirectly, or in combination with or through any other person or entity:

(a) Allow any Current Director to serve or act as a director, officer, employee, independent contractor, consultant, or other representative of BFW, or to otherwise have any control over managing, overseeing, or administering the finances, operations, or other affairs of BFW;

(b) Pay any compensation or otherwise confer any financial benefit on any Current Director, other than as provided in this Assurance;

(c) Transfer any BFW money or assets to, guarantee or pledge BFW assets as security for an obligation of, become a surety for, or otherwise financially assist any Current Director;

(d) Allow any Current Director to have access to or otherwise exercise any control over any BFW assets, including any BFW bank or other financial account; or

(e) Allow any person associated with any Current Director to engage in any of the conduct prohibited by this paragraph.

41. In addition to all other duties, powers, responsibilities, and obligations set forth under the Nonprofit Corporation Act, Charitable Trust Act, and Charitable Solicitation Act, BFW's Board of Directors shall:

(a) Conduct a formal review of the debts, liabilities, and obligations BFW owes to Doug Huseby and his affiliated entities and determine whether, within its reasonable judgment, it is in the best interests of BFW to enter into a written agreement for the repayment or forgiveness of any amounts owed, in whole or in part;

(b) Conduct a formal review of BFW's nonprofit mission, charitable purposes, and existing grantmaking programs and determine whether, within its reasonable judgment, it is in the best interests of BFW to continue such programs or effectuate BFW's mission and purpose through different means;

(c) Adopt a written policy requiring competitive arm's-length bidding for any services provided to BFW or its grantees, and, pursuant to such policy, identify and retain appropriate service providers and subcontractors to further BFW's charitable purposes;

(d) Cause each director to review BFW's conflict of interest policy and return a completed conflict of interest annual statement to the appropriate officer upon election to the Board of Directors and annually thereafter;

(e) Ensure that BFW is represented by legal counsel with nonprofit governance expertise, and certified public accountants with nonprofit accounting expertise, and who are independent of Current Directors and the allegations set forth in this Assurance, to assist with BFW's rights, claims, and obligations arising out of the allegations set forth in this Assurance;

(f) Determine all BFW claims and remedies that may exist arising out of the allegations set forth in this Assurance; and determine whether, within its reasonable judgment, it is in the best interest of BFW to pursue any such claims and remedies against Current Directors, Current Officers, any other BFW agents, contractors, insurance companies, or any other parties; and pursue such claims and remedies accordingly;

(g) Conduct a review of BFW's articles of incorporation, bylaws, policies, and procedures, including but not limited to internal control, signatory authority, and conflict of interest policies, and create and revise such policies as it determines, within its reasonable judgment, is necessary to address deficiencies and protect BFW's assets and other interests; and

(h) Upon written request by the AGO, apprise the AGO of the New Directors' intentions, plans, and progress in pursuing any legal claims or other remedies arising out of the allegations set forth in this Assurance.

42. At all times, BFW, the New Directors, and all BFW directors and officers thereafter shall:

(a) Maintain the New Directors' independence from Current Directors;

(b) Maintain and strictly comply with appropriate bylaws, policies, and procedures, and with Minnesota and federal law, including but not limited to fiduciary duties and conflict of interest requirements;

(c) Regularly schedule and attend board meetings, have sufficient and appropriate knowledge of and familiarity with the operations and affairs of BFW, and act consistently with the fiduciary duties and other standards of conduct imposed on directors and officers of nonprofit organizations as set forth in applicable law, including the Nonprofit Corporation Act, Charitable Trust Act, Charitable Solicitation Act, and common law;

(d) Take reasonable steps to ensure that none of BFW's monies or other assets are expended or otherwise used for an improper purpose, including a purpose in violation of section 501(c)(3) of the Internal Revenue Code, Minnesota Statutes sections 501B.31-.45, or other applicable law;

(e) Ensure all directors and officers obtain sufficient training to apprise them of their duties under Minnesota law and this Assurance;

(f) Fully, completely, truthfully, and promptly cooperate with the AGO relating to any AGO investigation, lawsuit, or future proceeding against any Current Director or any other parties relating to, or arising out of, the allegations set forth in this Assurance; and

(g) Upon the written request of the AGO, promptly provide accurate, true, and complete information, documents, and data that the AGO, in its sole discretion, deems reasonably necessary to verify compliance with this Assurance.

GENERAL TERMS

43. BFW understands that, after the date of the approval of this Assurance by the Court, a violation of this Assurance may subject it to sanctions for contempt pursuant to Minnesota Statutes section 8.31, and the AGO may thereafter, in its sole discretion, initiate legal proceedings against BFW for any and all violations of this Assurance.

44. BFW shall not state or imply, directly or indirectly, that the State of Minnesota or the AGO has approved of, condones, or agrees with any conduct, actions, or inactions by BFW.

45. Nothing in this Assurance shall relieve BFW of its obligations to comply with all applicable Minnesota and federal laws and regulations, and court or administrative orders and directives.

46. BFW, after having an opportunity to decide whether to consult with counsel, knowingly, intelligently, and voluntarily waives its First Amendment rights to the extent, if at all, such rights are inconsistent with any of the terms of this Assurance.

47. If this Assurance is violated, BFW agrees 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.

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

49. 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.

50. This Assurance constitutes the full and complete terms of the agreement entered into by BFW and the AGO.

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

As to the AGO:

Mohamed H. Sabur, Assistant Attorney General
Minnesota Attorney General's Office
445 Minnesota Street, Suite 1200
St. Paul, Minnesota 55101
mohamed.sabur@ag.state.mn.us

As to BFW:

Paul E. Darsow
Quinlivan & Hughes, PA
P.O. Box 1008
St. Cloud, Minnesota 56302
pdarsow@quinlivan.com

52. 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.

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

54. 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 BFW.

55. The AGO shall have all powers and remedies specified by Minn. Stat. §§ 8.31, 309.553, 309.57, 317A.813, 501B.40, 501B.41, and all other authority otherwise available to it for purposes of investigating and remedying any violations of this Assurance.

56. 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.

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

58. The AGO may file this Assurance with the Court without further notice to BFW, and the Court may approve of and enter this Assurance *ex parte* and without further proceedings.

59. The Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance, and all signatories hereto consent to the jurisdiction of the Court for the purposes of enforcing this Assurance.

KEITH ELLISON
Attorney General
State of Minnesota

Dated: 8/25/2021

By: ______________________
MOHAMED H. SABUR
Assistant Attorney General

BFW Institute of Education & Research

Dated: 8-13-21

By: ______________________
Douglas V. Huseby, President
On behalf of BFW

Filed in District Court
State of Minnesota
8/25/2021 8:22 AM

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:________________________ ______________________________
Judge of District Court

LET JUDGMENT BE ENTERED ACCORDINGLY.