

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: OTHER CIVIL

State of Minnesota, by its Attorney General,  
Keith Ellison,

Court File No. 62-CV-24-7620  
Hon. Edward Sheu

Plaintiff,

**CONSENT JUDGMENT**

vs.

Christianna Mai-Choua Hang,

Defendant.

WHEREAS, Plaintiff State of Minnesota, by its Attorney General, Keith Ellison (“State” or “AGO”), served and filed a Complaint against Defendant Christianna Mai-Choua Hang (“Hang”) in this matter on December 4, 2024 (“Complaint”); and

WHEREAS, the AGO and Hang desire to resolve fully the claims set forth in the Complaint by this Consent Judgment and Order (“Consent Judgment”).

NOW, THEREFORE, the AGO and Hang hereby agree to entry of an order with the following terms and conditions:

**INJUNCTIVE RELIEF**

1. Hang will 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:

- (a) Seek or accept a position as an officer of a Minnesota nonprofit organization.
- (b) Seek or accept a position as a director of a Minnesota nonprofit organization.

(c) Act as a trustee of Minnesota charitable assets.

2. For the purposes of this Consent Judgment, the following terms have the following meanings:

(a) “Director” shall have the meaning given by Minnesota Statutes section 317A.011, subdivision 7.

(b) “Minnesota nonprofit organization” shall mean the following: (i) any corporation governed by or organized under Minnesota Statutes chapter 317A or section 322C.1101, and (ii) any organization organized under any other Minnesota law that is also exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, 26 U.S.C. § 501(c)(3).

(c) “Officer” shall have the meaning given the term by Minnesota Statutes section 317A.011, subdivision 15.

(d) “Trustee” shall have the meaning given by Minnesota Statutes section 501B.35.

3. Hang is permanently enjoined from effecting any change in any entity’s form of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition, or otherwise engaging in any other method or practice whose purpose or effect is to avoid the terms of this Consent Judgment.

#### **MONETARY PAYMENT**

4. Hang will pay the AGO \$220,000. Part of Hang’s obligation (\$160,000) will be paid within 30 days of the Court’s approval of this Consent Judgment, and upon receipt, will satisfy Hang’s obligations with respect to this amount. Hang will pay monetary relief to the AGO under Minnesota Statutes section 8.31 of the remaining \$60,000 within 210 days of the Court’s approval of this Consent Judgment.

5. The AGO shall have the option to distribute monies it receives pursuant to this Consent Judgment in an equitable manner under applicable law. Monies the AGO receives pursuant to this Consent Judgment may also be used for settlement administration expenses,

including but not limited to payment to a settlement administrator. Any monies received pursuant to this Consent Judgment that are not distributed to HCPA or used for settlement administration expenses shall be deposited into the State General Fund.

6. The monies to be paid under Paragraph 4 shall be sent payable to the “Minnesota Attorney General’s Office” at the following address: Karthik Raman, Assistant Attorney General, Minnesota Attorney General’s Office, 445 Minnesota Street, Suite 600, St. Paul, Minnesota 55101.

7. Hang agrees to provide the AGO with a personal financial statement upon the form provided by the AGO along with the specified documentation. Financial information provided to the State will be designated as confidential pursuant to the existing protective order in this matter.

#### **GENERAL TERMS**

8. This Consent Judgment constitutes neither an admission nor denial of the allegations set forth in the Complaint.

9. In consideration of the stipulated relief, the sufficiency of which is acknowledged, the AGO, upon approval of this Consent Judgment by the Court, hereby fully and completely releases Hang of any and all claims of the AGO under Minnesota Statutes sections 317A.305, 317A.361, 317A.751, subds. 1 & 5, and 309.57 arising out of the allegations in the AGO’s Complaint in the above-captioned action, up to and including the date of the Court’s approval of this Consent Judgment. The AGO through this Consent Judgment does not settle, release, or resolve any claim against Hang that is not specifically released herein, or by any person or entity not party to this Consent Judgment, 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 sections 317A.305, 317A.361, 317A.751, subds. 1 & 5, and 309.57. 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.

11. Hang will not state or imply, directly or indirectly, that the State of Minnesota or the AGO have approved of, condone, or agree with any conduct, actions, or inactions by Hang.

12. Nothing in this Consent Judgment shall relieve Hang of her obligations to comply with all applicable Minnesota and federal laws and regulations, and court or administrative orders and directives.

13. If this Consent Judgment is violated, Hang agrees that any statute of limitations, statute of repose, or other time-related defense applicable to the subject matters of the operative Complaint in this action or this Consent Judgment, and any claims arising out of or relating thereto, are retroactively tolled from and after the date of this Consent Judgment.

14. 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 Consent Judgment in bankruptcy court, the facts alleged in the Complaint shall and will be taken as true without the need for any further proof, evidence, or other showing.

15. The facts alleged in the Complaint 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 Consent Judgment will have collateral estoppel and/or res judicata effects for such purposes. Hang further agrees that her settlement amount under this Consent Judgment is nondischargeable debt under these statutes, and waives any right to contest or otherwise dispute the matter.

16. Each party signing this Consent Judgment warrant that they have each authorized such persons to execute this Consent Judgment, that he or she executes this Consent Judgment in an official capacity that binds each and their successors, and that each has been fully advised by their respective counsel or has voluntarily forgone such advisement before entering into the Consent Judgment.

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

18. This Consent Judgment constitutes the full and complete terms of the agreement entered into by Hang and the AGO.

19. Service of notices or other documents required or permitted by this Consent Judgment 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:

Attorney General's Office  
Karthik Raman  
Assistant Attorney General, Charities Division  
Office of the Minnesota Attorney General  
445 Minnesota Street, Suite 600, Saint Paul, MN 55101  
Karthik.raman@ag.state.mn.us  
Office Phone: 651-757-1439

Christianna Mai-Choua Hang, Defendant.  
Daniel R. Olson  
Bassford Remele  
100 South Fifth Street, Suite 1500  
Minneapolis, MN 55402-1254  
Telephone: 612.746.1095  
Fax: 612.746.1295  
Email: dolson@bassford.com

Nicolas (Nico) L. Hanson  
Bassford Remele  
100 South Fifth Street, Suite 1500

Minneapolis, MN 55402-1254  
Telephone: 612.376.1615  
Fax: 612.746.1215  
Email: nhanson@bassford.com  
Office Phone: 612.333.3000

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

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

22. Nothing in this Consent Judgment shall be construed to limit the jurisdiction, power, or authority of the State of Minnesota or the AGO, except as expressly set forth herein with regard to Hang.

23. The AGO shall have all powers specified by Minn. Stat. chapter 8, and all other authority otherwise available to it for purposes of investigating any suspected violations of this Consent Judgment.

24. Hang shall fully, completely, truthfully, and promptly cooperate with the State in its compliance monitoring or investigating of any suspected violations of this Consent Judgment, including promptly providing information or documents requested by the AGO.

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

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

27. The AGO may file this Consent Judgment with the Court without further notice to Hang, and the Court may approve and enter this Consent Judgment without further proceedings.

28. The Court shall retain jurisdiction of this matter for the purposes of enforcing this Consent Judgment, 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 Consent Judgment. The State may move the Court, as appropriate, to enforce or interpret the provisions of this Consent Judgment, or to maintain an action for other relief as it determines is proper for the enforcement of this Consent Judgment. 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: 9/12/2025

By: /s/ Karthik Raman  
Karthik Raman  
Assistant Attorney General

CHRISTIANNA MAI-CHOUA HANG

Dated: 9/12/2025

By:   
613A6B7ED25B4C2...  
On behalf of Christinna Mai-Choua Hang

**ORDER**

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

Date: 9/12/2025

DocuSigned by:  
  
613A6B7ED25B4C2...  
Judge of District Court

**LET JUDGMENT BE ENTERED ACCORDINGLY.**



## **ORDER**

Having reviewed the terms of the foregoing Consent Judgment, 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.**