

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 West African Family &  
Community Services

**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 (“State” or “AGO”) and Edmund Ocansey (“Ocansey”);

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, WAFCS is a Minnesota nonprofit corporation organized under the Minnesota Nonprofit Corporation Act (“Act”), Minnesota Statutes chapter 317A, a soliciting charitable organization under the Minnesota Charitable Solicitation Act, Minnesota Statutes sections 309.50 to 309.61, and a Minnesota charitable trust under the Supervision of Charitable Trust and Trustees Act, Minnesota Statutes chapter 501B. WAFCS’s registered office address is 7200 Brooklyn Blvd, Brooklyn Center, Minnesota 55429–5542;

WHEREAS, Edmund Ocansey was the founder of WAFCS and has served as an officer and director of the corporation from November 2016 through the present;

NOW THEREFORE, Edmund Ocansey 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. WAFCS is a Minnesota nonprofit corporation based in Brooklyn Center, Minnesota. Its charitable mission is to provide access to food, clothing, and household supplies through a culturally specific food shelf, to assist with career development and job searching, and to address legal issues with the help of volunteer attorneys.

3. WAFCS was founded in 2016 by Edmund Ocansey, along with other members of the Brooklyn United Methodist Church (“BUMC”), and Ocansey served as its board chair and president from its founding through the present.

#### **I. OCANSEY VIOLATED HIS FIDUCIARY DUTIES AS OFFICER AND DIRECTOR OF WAFCS.**

4. In August 2021, a former volunteer with WAFCS complained to the AGO that Ocansey was taking the nonprofit’s food and was misusing nonprofit assets for personal gain.

5. The AGO demanded documents and testimony from Ocansey, WAFCS, and WAFCS’s financial institutions regarding these expenses pursuant to Civil Investigative Demands (“CIDs”). The AGO determined that from 2016 to 2024, WAFCS incurred tens of thousands of dollars in expenses that included Ocansey’s personal spending, such as fast food, retail stores, car dealerships, and cash withdrawals, in addition to checks made out to Ocansey and Ocansey’s family. Ocansey’s personal spending was possible in part because he had unfettered access to WAFCS’s funds, and he ran the organization without any oversight.

6. Ocansey admitted that he used WAFCS’s nonprofit bank account for his own personal expenses. Specifically, he admitted that he used nonprofit funds to pay for his personal food, car expenses, unauthorized “wages” for himself and his son, and personal purchases

including retail, clothing, dental, and other expenses on an ongoing basis without reimbursing the organization. Ocansey also spent nonprofit funds on fast food purchases for volunteers, and he spent nonprofit funds buying sporting goods, items at Macy's, and other items for the volunteers of the food shelf and other community members. Ocansey claimed that some of the expenses and cash withdrawals questioned by the AGO were for cultural food purchases and were in furtherance of WAFCS's nonprofit mission; however, he was unable to provide documentation segregating these expenses or establishing that they were approved by the nonprofit's board.

7. WAFCS and Ocansey maintain that there was always an expectation that Ocansey would be compensated for his work, though a specific amount was never set for his salary. On December 6, 2024, WAFCS's board of directors retroactively authorized \$123,660 as compensation for the work that Ocansey did from 2020 through 2024.

8. A specific example of misuse is that Ocansey used \$3,573 of nonprofit funds to purchase a car for his son. Although Ocansey claims that his son reimbursed the organization for this purchase, he did not provide evidence of this reimbursement to the AGO.

9. The nonprofit's account also showed high-dollar checks and withdrawals that Ocansey claims were used to purchase culturally appropriate food for WAFCS. Despite claiming to have receipts for these food purchases, Ocansey failed to produce receipts or any other proof to validate his assertion. Ocansey further admitted that he personally kept any withdrawn cash that was left over after making these food purchases, though he did not state the specific amount that he kept.

10. The above misuse was enabled by the fact that WAFCS had not adopted any formal policies or procedures imposing financial controls on the use of nonprofit funds, and that Ocansey

had unrestricted access to nonprofit funds. The above misuse was further enabled by the fact that, from 2020 to 2024, WAFCS had no functioning board of directors.

11. Ocansey admitted that he often provided the nonprofit debit card or cash from the nonprofit account to volunteers without requiring receipts establishing that the funds were used according to the nonprofit's mission. There was also no "check out" process, or any way to record who took the credit card at any given time. Ocansey claims that his lax practices in securing the debit card resulted in a volunteer allegedly making personal purchases using the card. When this was discovered, Ocansey allegedly did not report the volunteer to the police, conduct an investigation, or demand that the stolen funds be returned to the organization. Other than Ocansey's word, there is no way to verify that this volunteer made these purchases, and not Ocansey.

12. In addition to his misuse of WAFCS's financial assets, Ocansey breached the duty of care by mismanaging WAFCS, allowing it to violate numerous charities laws.

13. These actions and inactions violated, among other statutes, Minn. Stat. §§ 317A.251, subd. 1 (breach of director fiduciary duties), 317A.255 (unauthorized conflicted transactions), 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.

\* \* \* \*

14. In sum, Ocansey flagrantly misused WAFCS; failed to properly oversee and manage WAFCS's charitable assets; and failed to adhere to applicable Minnesota law governing nonprofit corporations, soliciting charitable organizations, and charitable trusts.

15. Ocansey neither admits nor denies the allegations in this Assurance.

## **RELIEF**

### **I. DEFINITIONS.**

16. For the purposes of this section of this Assurance, the following definitions apply:
- (a) The term “associated with” shall mean the persons and entities referenced in Minn. Stat. § 317A.255.
  - (b) “Contribution” shall have the meaning given the term by Minnesota Statutes section 309.50, subdivision 5.
  - (c) “Director” shall have the meaning given the term by Minnesota Statutes section 317A.011, subdivision 7.
  - (d) “Member” shall have the meaning given the term by Minnesota Statutes section 317A.011, subdivision 12.
  - (e) “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).
  - (f) “Officer” shall have the meaning given the term by Minnesota Statutes section 317A.011, subdivision 15.
  - (g) “Professional fundraiser” shall have the meaning given the term by Minnesota Statutes section 309.50, subdivision 6.
  - (h) “Solicit” shall have the meaning given the term by Minnesota Statutes section 309.50, subdivision 10.
  - (i) “Trustee” shall have the meaning given the term by Minnesota Statutes section 501B.35, subdivision 4.

### **II. MONETARY RELIEF.**

17. In restitution to WAFCS for his breaches of fiduciary duties and other Minnesota charities laws, and in consideration of the release included in the General Terms below, Ocansey shall pay monetary relief of \$41,953.56 to WAFCS over the course of five years in 60 monthly installments: 59 monthly installments of \$699.22 and a final payment of \$699.58. This represents

a significant portion of the funds the AGO determined Ocansey misused. Payments are due on the first day of the month starting on February 1, 2025, as shown in the below table:

<b>Due Date</b>	<b>Amount</b>
2/1/2025	\$699.22
3/1/2025	\$699.22
4/1/2025	\$699.22
5/1/2025	\$699.22
6/1/2025	\$699.22
7/1/2025	\$699.22
8/1/2025	\$699.22
9/1/2025	\$699.22
10/1/2025	\$699.22
11/1/2025	\$699.22
12/1/2025	\$699.22
1/1/2026	\$699.22
2/1/2026	\$699.22
3/1/2026	\$699.22
4/1/2026	\$699.22
5/1/2026	\$699.22
6/1/2026	\$699.22
7/1/2026	\$699.22
8/1/2026	\$699.22
9/1/2026	\$699.22
10/1/2026	\$699.22
11/1/2026	\$699.22
12/1/2026	\$699.22
1/1/2027	\$699.22
2/1/2027	\$699.22
3/1/2027	\$699.22
4/1/2027	\$699.22
5/1/2027	\$699.22
6/1/2027	\$699.22
7/1/2027	\$699.22
8/1/2027	\$699.22
9/1/2027	\$699.22
10/1/2027	\$699.22
11/1/2027	\$699.22
12/1/2027	\$699.22

<b>Due Date</b>	<b>Amount</b>
1/1/2028	\$699.22
2/1/2028	\$699.22
3/1/2028	\$699.22
4/1/2028	\$699.22
5/1/2026	\$699.22
6/1/2028	\$699.22
7/1/2028	\$699.22
8/1/2028	\$699.22
9/1/2028	\$699.22
10/1/2028	\$699.22
11/1/2028	\$699.22
12/1/2028	\$699.22
1/1/2029	\$699.22
2/1/2029	\$699.22
3/1/2029	\$699.22
4/1/2029	\$699.22
5/1/2029	\$699.22
6/1/2029	\$699.22
7/1/2029	\$699.22
8/1/2029	\$699.22
9/1/2029	\$699.22
10/1/2029	\$699.22
11/1/2029	\$699.22
12/1/2029	\$699.22
1/1/2030	\$699.58
<b>TOTAL</b>	<b>\$41,953.56</b>

### **III. EQUITABLE RELIEF.**

18. Effective immediately, Ocansey shall no longer have access to or exercise any control over WAFCS' bank accounts or other assets. Ocansey shall relinquish access to WAFCS's assets and financial and other accounts to the WAFCS board of directors and shall ensure that he turns over all passwords and other sensitive information to them as well.

19. Effective six months from the Court's approval of this assurance, Ocansey will no longer work for WAFCS in any capacity.

20. Upon leaving WAFCS, Ocansey shall not, whether directly, indirectly, individually, representatively, or through or in combination with any other person or entity, engage in the following conduct in Minnesota:

- (a) act as a director, officer, member, employee, agent, or representative of a nonprofit organization, or otherwise receive compensation from or acting for, in concert with, or on behalf of a nonprofit organization;
- (b) have access to or exercising any control over, managing, supervising, overseeing, or otherwise administering a nonprofit organization's finances, operations, or other affairs;
- (c) solicit contributions from Minnesota donors, accept or receive contributions from Minnesota donors, or otherwise acting as a professional fundraiser; 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.

21. So long as the above terms are adhered to, Ocansey may continue to volunteer his services to WAFCS.

### **GENERAL TERMS**

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

23. 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 Edmund Ocansey from any and all claims of the AGO under Minnesota Statutes chapters 317A, 501B, and 309 arising out of the allegations contained in this Assurance, up to and including the date of this Assurance. The AGO through this Assurance does not settle, release, or resolve any claim against any individual, entity, or person other than Ocansey, including against any current or former board members, officers, employees, or other agents of WAFCS not a party to this



Assurance. The AGO through this Assurance does not settle, release, or resolve any claim against WAFCS, Ocansey, 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 Minnesota Statutes section 8.31. This release does not apply in any way to claims of any other State of Minnesota agency, department, official, or division.

24. Ocansey 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 WAFCS or Ocansey.

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

26. Ocansey, after having an opportunity to consult with counsel, knowingly, intelligently, and voluntarily waives his respective First Amendment rights to the extent, if at all, such rights are inconsistent with any of the terms of this Assurance.

27. If this Assurance is violated, Ocansey 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.

28. 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.

29. This Assurance constitutes the full and complete terms of the agreement entered into by Ocansey and the AGO.

30. 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, and Ocansey shall promptly notify the AGO of any change to the contact information listed below:

**As to the AGO:**

Karthik Raman, Assistant Attorney General  
Minnesota Attorney General's Office  
445 Minnesota Street, Suite 1200  
St. Paul, Minnesota 55101  
*karthik.raman@ag.state.mn.us*

**As to Edmund Ocansey:**

6133 111th Avenue North,  
Champlin, Minnesota 55316

**With copy to Mr. Ocansey's legal counsel:**

Jennifer Urban  
Legal for Good PLLC  
5353 Gamble Dr., Suite 320  
St. Louis Park, MN 55416  
*jenn.urban@legalforgood.com*

31. 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.

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

33. 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.

34. 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.

35. 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.

36. 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 Ocansey shall promptly comply with any reasonable request from the AGO for information regarding verification of compliance with this Assurance.

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

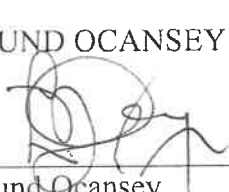
38. The Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance, and all signatories hereto consent to the jurisdiction of the Court for the purposes of enforcing this Assurance.

KEITH ELLISON  
Attorney General  
State of Minnesota

Dated: 1/20/2025

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

Dated: 1/20/2025

EDMUND OCANSEY (   
By: Edmund Ocansey

**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.**