Filed in District Court
State of Minnesota
11/23/2026 11:14 AM

STATE OF MINNESOTA DISTRICT COURT

COUNTY OF RAMSEY SECOND JUDICIAL DISTRICT

Case Type: Other Civil

Court File No. _____

In the Matter of Mayo Clinic

ASSURANCE OF DISCONTINUANCE

WHEREAS, this Assurance of Discontinuance ("Assurance") is entered into pursuant to Minn. Stat. § 8.31, subd. 2b, between the State of Minnesota, by and through its Attorney General, Keith Ellison ("Attorney General"), and Mayo Clinic (collectively, the "Parties");

WHEREAS, the Attorney General has authority to enforce certain laws related to employment compensation under Minnesota Statutes chapter 8 (Minn. Stat. § 8.31), the Minnesota Fair Labor Standards Act (Minn. Stat. § 177.45); the Payment of Wages Act (Minn. Stat. § 181.1721) ;

WHEREAS, Mayo Clinic is a Minnesota nonprofit corporation organized under the Minnesota Nonprofit Corporation Act (Minn. Stat. ch. 317A);

WHEREAS, the Attorney General alleges that Mayo Clinic failed to pay all wages to Patient Appointment Services Specialists ("PASS") and Lead Patient Appointment Services Specialists ("LPASS") by both rounding time and not compensating for time spent starting their computer and logging into required applications at the beginning of their shift and after their meal break;

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WHEREAS, in 2025, the Attorney General received information that PASS/LPASS workers for Mayo Clinic were not compensated for time spent preparing to be call-ready at the beginning of their shifts or when returning from meal breaks; and

WHEREAS, the Attorney General received information that Mayo Clinic rounded time to the nearest 15-minute interval; and

WHEREAS, in response to this information, in December 2025, the Attorney General issued a Civil Investigative Demand ("CID") to Mayo Clinic for records related to nonpayment of wages and Mayo Clinic provided documents and information in response to the CID;

WHEREAS, as of May 20, 2026, Mayo Clinic voluntarily revised its time keeping systems and policies to eliminate time rounding and further ensure payment for time preparing to be call-ready;

WHEREAS, Minnesota Statutes section 8.31, subdivision 2b, vests the Attorney General with authority to accept an assurance of discontinuance to resolve investigations, and such assurance may include a stipulation for performance or remedies provided by section 8.31, and violation of such an assurance is punishable as contempt;

WHEREAS, pursuant to Minnesota Statutes section 8.31, subdivision 2b, "[a]n assurance shall not be considered an admission of a violation for any purpose;"

WHEREAS, Mayo Clinic specifically denies that it has failed to pay its workers all wages required by state law;

WHEREAS, notwithstanding the Parties' differing views and positions with respect to the Attorney General's allegations, the Parties desire to fully resolve this matter by Assurance;

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

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INJUNCTIVE RELIEF

1. Mayo Clinic, including its principals, officers, directors, managers, employees, agents, servants, affiliates, subsidiaries, and successors, who receive actual notice of this Order, shall comply with the following permanent injunctive terms and provisions:

   a. Mayo Clinic shall continue its voluntary efforts in place as of May 20, 2026 of: eliminating time rounding and compensating PASS/LPASS employees for the time preparing to be call-ready.

   b. Mayo Clinic will not retaliate or discriminate against any current or former employee because of the filing of a complaint with the Attorney General or other government agency, giving testimony or assistance to the Attorney General or other government agency, or participation in any manner in any investigation or proceeding by the Attorney General or other government agency.

MONETARY PAYMENT

2. Pursuant to Minn. Stat. § 8.31, Mayo Clinic agrees to pay each of the 1021 Minnesota PASS/LPASS workers for the equivalent of 5.41 minutes (4.41 minutes of "rounding time" plus an additional 1 minute) at the individual worker's rate of pay, for each PASS/LPASS shift they worked in Minnesota from July 1, 2024, until May 19, 2026.

3. Mayo Clinic shall make all payments to current employees at the first pay date after 60 days from the entry of this Assurance of Discontinuance. Within 30 days of making payments to the current employees, Mayo Clinic shall provide the Attorney General with documentation of all payments required by this Assurance to its current employees.

4. For previous employees, Mayo Clinic shall mail each payment to the former employee's best, last-known address. Within 30 days of mailing payments to the former

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employees, Mayo Clinic shall provide the Attorney General with documentation that it has made all payments required by this Assurance to its former employees.

5. The payment to the current and former employees shall be reduced by the amount necessary for Mayo Clinic to withhold lawful taxes and withholdings on back wages owed to current and former employees to comply with all Minnesota and federal law. Mayo Clinic shall determine the appropriate lawful taxes and withholdings for each employee and remit such taxes and withholdings to the appropriate government agency as it would through the normal course of business.

STAYED CIVIL PENALTY

6. Mayo Clinic shall pay a stayed civil penalty of $100,000 to the Attorney General upon application to the Court and a showing by the Attorney General that Mayo Clinic has violated any of the terms of this Assurance. The Court shall decide whether the civil penalty shall be imposed, upon a motion by the Attorney General, and after an evidentiary hearing, if the Court deems such hearing necessary. The Attorney General shall bring such motion only upon 10 business days' notice to Mayo Clinic. The release in paragraph 8 does not prevent the Attorney General from moving for, or collecting, the stayed civil penalty described in this paragraph.

RELEASE

7. In consideration of the stipulated relief, the sufficiency of which is acknowledged, and contingent upon the Court's entry of an order approving this Assurance, the Attorney General, by execution of this Assurance, hereby fully and completely releases Mayo Clinic of any and all claims under Minn. Stat. Sections 181.101, 177.25, 177.254, and 8.31 connected with or related to unpaid time for PASS/LPASS employees receiving restitution pursuant to paragraph 2.

8. The Attorney General, through this Assurance, does not settle, release, or resolve any claim against Mayo Clinic or any other person or entity involving any private causes of action,

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claims, and remedies including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31. The Attorney General's release in this Assurance 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 Labor and Industry and the Minnesota Department of Revenue.

GENERAL TERMS

9. Nothing in this Assurance shall relieve Mayo Clinic of its obligations to comply with all applicable Minnesota and federal, local laws and regulations.

10. 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.

11. The person signing this Assurance for Mayo Clinic warrants that Mayo Clinic has authorized the person to execute this Assurance, that Mayo Clinic has been fully advised by its counsel before entering into the Assurance, and that they execute this Assurance in an official capacity that binds Mayo Clinic.

12. This Assurance constitutes the full and complete terms of the agreement entered into by Mayo Clinic and the Attorney General.

13. Mayo Clinic agrees that, with at least ten (10) business days' notice to Mayo Clinic, the Attorney General may file this Assurance with the Ramsey County District Court on an *ex parte* basis, and that the Court may issue the Order below without further proceedings.

14. The Ramsey County District Court shall have jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Assurance or, in the alternative, maintain any action within his legal authority for such other and further relief as he determines is proper

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and necessary for the enforcement of this Assurance. The parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance.

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

For the Minnesota Attorney General:

Elana Gold, Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 600
St. Paul, Minnesota 55101
Elana.gold@ag.state.mn.us

For Mayo Clinic:

Chief Legal Officer
Mayo Clinic
200 First Street SW
Rochester, MN 55905
Brown.sally@mayo.edu

16. Mayo Clinic shall notify its principals, officers, directors, agents, servants, employees, affiliates, subsidiaries, successors; and any other person in active concert or participation with the company of its obligations, duties, and responsibilities imposed on them by this Assurance.

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

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

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

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20. *IRS Form 1098-F.* On or before executing this Assurance, Mayo Clinic shall provide the Attorney General with its taxpayer identification number (TIN). Mayo Clinic understands that it may be subject to a penalty if it fails to provide the Attorney General with its TIN pursuant to 26 C.F.R. 6723, 26 C.F.R. 6724(d)(3), and 26 C.F.R. 301.6723-1. Mayo Clinic shall also cooperate in the Attorney General's Office's completion of Internal Revenue Service Form 1098-F by providing the Attorney General with any additional necessary information requested by the Attorney General's Office within a reasonable timeframe.

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

Dated: 11/2/26

MAYO CLINIC
Sally Anne Brown
Chief Legal Officer

Dated: 11/6/2026

KEITH ELLISON
Attorney General
State of Minnesota

Elana Gold

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Attorney for State of Minnesota

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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

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