

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 Auto Tech Donations, Inc. and
Prince Singh

**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, and Auto Tech Donations, Inc. and Prince Singh.

Dated: October 7, 2026

Respectfully submitted,

KEITH ELLISON
Attorney General
State of Minnesota

/s/ Heather Caulkins

HEATHER CAULKINS
Assistant Attorney General
Atty. Reg. No. 0322611

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St. Paul, Minnesota 55101-2125
(651) 300-7026(Voice)
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Heather.Caulkins@ag.state.mn.us

ATTORNEY FOR STATE OF MINNESOTA

STATE OF MINNESOTA
COUNTY OF RAMSEY

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Prince Singh

**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”), Auto Tech Donations, Inc. (“ATDI”), and Prince Singh, individually;

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, ATDI is a Minnesota nonprofit corporation organized under the Minnesota Nonprofit Corporation Act, Minnesota Statutes chapter 317A (the “Minnesota Nonprofit Act”), a soliciting charitable organization under the Minnesota Charitable Solicitation Act, Minnesota Statutes sections 309.50 to 309.61 (the “Solicitation Act”), and a Minnesota charitable trust under the Supervision of Charitable Trust and Trustees Act, Minnesota Statutes section 501B.33 to 501B.45. ATDI’s registered office is 5159 95th Way North, Brooklyn Park, Minnesota 55443;

WHEREAS, Prince Singh (“Singh”) incorporated ATDI as a nonprofit corporation on February 9, 2021, and is listed as the president of ATDI; and serves as ATDI’s only officer and director.

WHEREAS, Singh is also the manager and registered agent of Auto Tech Sales and Leasing, LLC (“ATSL”), a used-car dealership, formed under Minn. Stat. ch 322C and located at 461 Wilder Street North, Saint Paul, Minnesota 55104.

WHEREAS, Auto Technical Incorporated is a separate nonprofit established in Minnesota incorporated in 1992 and not affiliated with Singh;

NOW THEREFORE, ATDI and Singh hereby agree to entry of an Assurance of Discontinuance with the following terms and conditions:

ALLEGATIONS

1. The AGO states and alleges as follows:
2. ATDI is a nonprofit corporation organized under the Minnesota Nonprofit Act. ATDI’s Articles of Incorporation, signed by Singh, state that ATDI is formed under the provisions of the Minnesota Nonprofit Act and that “[t]his corporation shall not afford pecuniary gain, incidentally or otherwise to its members.”
3. ATDI represented on its website that it was an IRS-approved 501(c)(3) nonprofit organization, solicited vehicle donations, and claimed the vehicles were refurbished and provided to individuals referred by community agencies. ATDI also used a name, branding, and website content similar to those of an unrelated nonprofit organization. Donors were misled into believing they were donating to the similarly named unrelated nonprofit organization. Singh sold donated vehicles for personal profit through his for-profit used car dealership, ATSL, located at same address. The AGO identified vehicles donated to ATDI that were resold by ATSL for Singh’s personal benefit totaling \$2,700 in value.
4. The AGO has determined that because ATDI falsely claimed IRS approval, misrepresented the purpose and use of donated vehicles, used a name, branding and website similar to

those of another nonprofit organization that its solicitations were in violation of Minn. Stat. § 309.55, subd. 2 and subd. 5, which prohibits charitable organizations or anyone acting on their behalf from employing false, misleading, and deceptive practices in connection with charitable solicitations in Minnesota. *See* Minn. Stat. § 309.55, subd. 5.

5. The AGO has determined that ATDI violated Minnesota charities law governing nonprofit management. ATDI had no functioning board of directors, held no board meetings, maintained no proper records, and that Singh alone acted as the board. These failures violate Minn. Stat. chap. 317A.

6. Singh neither admits nor denies the allegations in this Assurance.

7. ATDI neither admits nor denies the allegations in this Assurance.

INJUNCTIVE RELIEF

8. For the purposes of this Assurance, the following definitions shall 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) “Member” shall have the meaning given the term by Minnesota Statutes section 317A.011, subdivision 12.
- (d) “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).
- (e) “Officer” shall have the meaning given the term by Minnesota Statutes section 317A.011, subdivision 15.
- (f) “Solicit” shall have the meaning given the term by Minnesota Statutes section 309.50, subdivision 10.

I. ATDI.

9. ATDI shall not hereinafter, whether directly, indirectly, individually, representatively, or in conjunction with or through any other person or entity, solicit or accept any charitable contributions, including but not limited to used cars, in Minnesota or from a Minnesota resident.

10. ATDI shall not maintain any online presence including a website or any social media accounts.

11. Within 30 days of the Court approving this Assurance, ATDI (via the undersigned) shall begin the dissolution process pursuant to Minnesota Statutes section 317A.721, wind up any remaining affairs, and take all necessary and appropriate steps to liquidate its remaining assets in accordance to this Assurance and applicable law, including Minnesota Statutes sections 317A.701 through 317A.813 and 501B.31. All net proceeds, if any, from such liquidation shall be deposited into the ATDI's bank account and not used or accessed for any purpose except for those described in this Assurance.

12. Within 90 days of the Court approving this Assurance, ATDI, with all necessary cooperation, facilitation, and assistance from Singh, shall wind up any remaining affairs and adopt all necessary and appropriate resolutions to effectuate the dissolution of ATDI in accordance with this Assurance and applicable law, including Minnesota Statutes sections 317A.701 through 317A.813, 501B.31, and chapter 309, unless the AGO, at its sole discretion, extends this deadline in writing.

13. In its Notice of Intent to Dissolve filed with the State pursuant to Minnesota Statutes chapter 317A.811 and following the form provided by the AGO on its website, ATDI shall list all of its remaining charitable assets which shall include any money received from liquidating its assets pursuant to paragraph 11. This notice shall identify the intended recipient(s) of ATDI's remaining assets, as well as provide all other information requested in the form and required by law. The recipient

charitable organization(s) shall be exempt under section 501(c)(3) of the Internal Revenue Code of 1986 with a similar charitable mission to ATDI.

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

15. ATDI, through its officers and directors, 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.

16. ATDI 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.

17. ATDI is hereby enjoined from effecting any change in ATDI'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.

18. The State shall have all powers and authority specified by Minnesota Statutes sections 8.31, 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.

II. PRINCE SINGH.

19. Other than what is required to effectuate the terms in this Assurance and wind down ATDI's affairs, Singh 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. Incorporate any nonprofit organization;
- b. act as a director, officer, member, employee, agent, or representative of a nonprofit organization, or otherwise receive compensation, including vehicles, from or acting for, in concert with, or on behalf of a nonprofit organization;
- c. have access to or exercise any control over, manage, supervise, oversee, or otherwise administer a nonprofit organization's finances, assets, operations, or other affairs;
- d. solicit contributions, including vehicles, from Minnesota donors, accept or receive contributions, including vehicles, from Minnesota donors, or otherwise act as a professional fundraiser; or
- e. engage in any activity that results in having any control or responsibility for property or assets, including vehicles, held for a charitable purpose, or from otherwise acting as a trustee.

MONETARY PAYMENT

20. Singh is liable for and shall pay two thousand seven hundred dollars (\$2,700) in restitution and shall pay this monetary relief to the AGO under Minnesota Statutes section 8.31 within thirty days (30 days) of signing this Assurance. If Singh fails to comply with the payment as specified in these paragraphs this shall be a violation of the Assurance for purposes of Paragraph 23.

21. The AGO shall have the option to distribute monies it receives pursuant to this Assurance in an equitable manner under applicable law, including to aggrieved donors. Monies the AGO receives pursuant to this Assurance may also be used for settlement administration expenses. Any monies received pursuant to the Assurance that are not distributed to aggrieved customers or used for settlement administration expenses shall be deposited into the State General Fund.

22. The monies to be paid under Paragraph 20 shall be sent payable to the "Minnesota

Attorney General's Office" at the following address: Heather Caulkins, Assistant Attorney General, Minnesota Attorney General's Office, 445 Minnesota Street, Suite 1200, St. Paul, Minnesota 55101.

STAYED RELIEF

23. Singh is liable for an additional civil penalty of \$50,000 if the Court finds, after a motion by the AGO, and pursuant to a hearing as determined by the Court, that Singh violated any provision of this Assurance. The AGO shall provide notice to Singh of any alleged violation prior to seeking relief from the Court under this paragraph and offer a reasonable opportunity for Singh to response to the AGO's allegations, which he shall do in a timely manner. The release provided for in Paragraph 25 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

24. ATDI and Singh understand that, after the date of the approval of this Assurance by the Court, a violation of this Assurance may subject them 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.

25. 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 released ATDI and Prince Singh from any and all claims of the AGO 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 ATDI or Singh, including against any current or former board members, officers, employees, or other agents of ATDI not a party to this Assurance. The AGO through this Assurance does not settle, release, or resolve any

claim against ATDI, Singh, or 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 State of Minnesota agency, department, official, or division.

26. Neither ATDI nor Singh shall 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 ATDI or Singh.

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

28. ATDI and Singh, after having an opportunity to decide whether to and/or consult with counsel, knowingly, intelligently, and voluntarily waive their First Amendment rights to the extent, if at all, such rights are inconsistent with any of the terms of this Assurance.

29. If this Assurance is violated, ATDI and Singh 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.

30. The person signing this Assurance for ATDI warrants that such person is authorized to execute this Assurance, that such person executes this Assurance in an official capacity that binds ATDI and its successors, and that ATDI has been fully advised by its counsel or has voluntarily foregone such advisement before entering into the Assurance.

31. 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.

32. This Assurance constitutes the full and complete terms of the agreement entered into by ATDI, Singh, and the AGO.

33. 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 ATDI and Singh shall promptly notify the AGO of any change to the contact information listed below:

As to the AGO:

Heather Caulkins, Assistant Attorney General
Office of the Attorney General of the State of Minnesota
445 Minnesota Street, Suite 600
Saint Paul, MN 55101

As to ATDI:

Prince Singh, President
ATDI
5159 95th Way N.
Brooklyn Park, MN 55443-6601

As to Prince Singh:

Sam Ellingson, Counsel
Thom Ellingson, PLLP
45 South 7th Street, Suite 2610
Minneapolis, MN 55402

34. 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.

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

36. 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.

37. 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.

38. 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.

39. 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 ATDI and Singh shall promptly comply with any reasonable request from the AGO for information regarding verification of compliance with this Assurance.

40. The AGO may file this Assurance with the Court without further notice to ATDI or Singh, and the Court may approve of and enter this Assurance *ex parte* and without further proceedings.

41. 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.

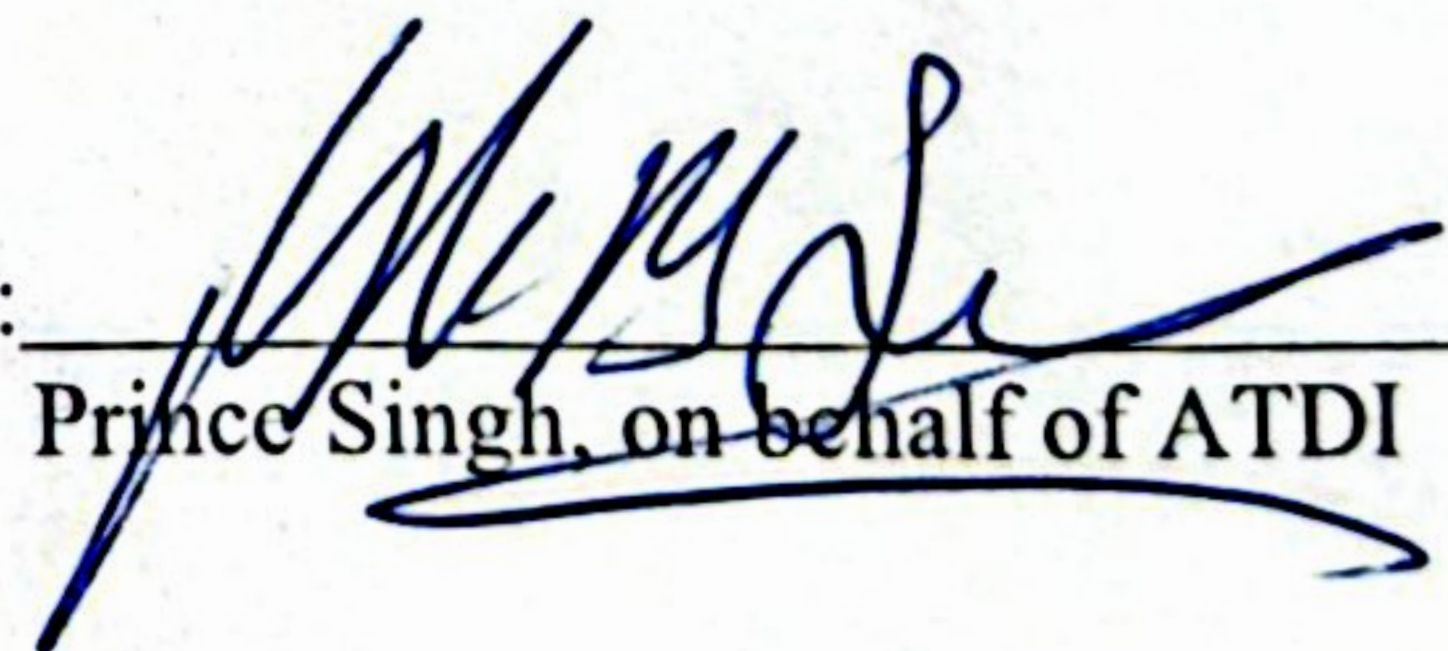
KEITH ELLISON
Attorney General State of Minnesota

Dated: 10/05/26

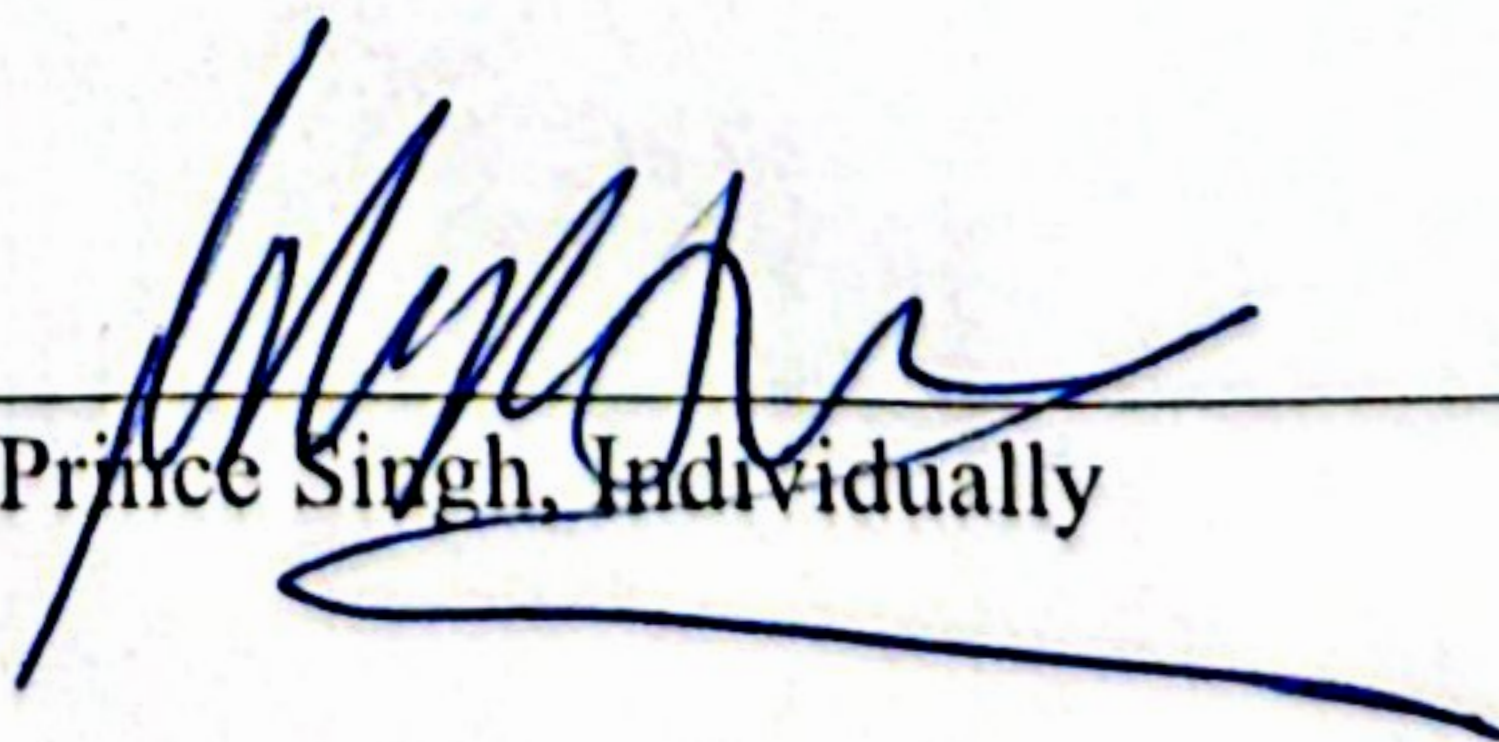
By: /s/ Heather Caulkins
Heather Caulkins
Assistant Attorney General

ATDI

Dated: 09/30/26

By: 
Prince Singh, on behalf of ATDI

Dated: 09/30/26

By: 
Prince Singh, Individually

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.