

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

Case Type: Other Civil

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

Court File No. \_\_\_\_\_

Plaintiff,

vs.

**COMPLAINT**

We Push for Peace, Trahern Pollard, and  
Jaclyn McGuigan,

Defendants.

The State of Minnesota, by its Attorney General, Keith Ellison (“State” or “AGO”), for its Complaint against We Push for Peace, Trahern Pollard, and Jaclyn McGuigan, states and alleges as follows:

### **INTRODUCTION**

1. The AGO brings this action to enforce Minnesota’s nonprofit corporation, charitable trust, and charitable solicitation laws, to seek equitable relief, including restitution of funds misappropriated by Defendants Trahern Pollard (“Pollard”) and Jaclyn McGuigan (“McGuigan”), to address the nonprofit’s deficiencies, and to obtain other remedies pursuant to the AGO’s role as the primary protector of charitable assets in Minnesota.

2. This Complaint arises from Pollard and McGuigan’s unlawful diversion of nonprofit funds and assets from We Push for Peace for their own personal use and benefit, and the basic governance and financial control failures that enabled their rampant misuse. Over the course of several years, during which Pollard and McGuigan primarily acted as We Push for Peace’s sole directors and officers, the pair siphoned a combined total of over **\$6.5 million** away from We Push

for Peace. After the AGO initiated an investigation, Pollard and McGuigan attempted to cover up their extensive misuse of We Push for Peace’s nonprofit assets by making false statements and material misrepresentations to the AGO.

3. When Pollard’s access to nonprofit funds was finally cut off by a newly elected board of directors, he created for-profit businesses to compete with and deprive We Push for Peace of millions more from its main source of revenue—all while remaining We Push for Peace’s primary officer. In addition to violating the law, the unlawful and disloyal usurpation of the nonprofit’s workers, programs, and revenue have ultimately led to the demise of We Push for Peace, which is no longer operational. Indeed, because of this disloyalty, We Push for Peace determined that it was “not equipped” to provide assistance when the City of Minneapolis reached out to the nonprofit for help during Operation Metro Surge. As of April 2026, We Push for Peace reports that its offices are “essentially sitting vacant” and the nonprofit “simply [ha]s no funding to support the services the organization was providing or to pay any employees or contractors.”

### **PARTIES**

4. Keith Ellison, Attorney General of the State of Minnesota, is authorized under Minn. Stat. ch. 8; the Minnesota Charitable Solicitation Act (“Charitable Solicitation Act”), Minn. Stat. §§ 309.50–.61, the Minnesota Nonprofit Corporation Act (“Nonprofit Act”), Minn. Stat. ch. 317A (the “Act”); the Supervision of Charitable Trusts and Trustees Act (“Charitable Trust Act”), Minn. Stat. ch. 501B, and common-law authority, including as *parens patriae*, to bring this action to enforce Minnesota’s laws, vindicate the state’s sovereign and quasi-sovereign interests, and remediate all harm arising out of—and seek relief for—violations of Minnesota law.

5. Defendant We Push for Peace is a Minnesota nonprofit corporation incorporated under the Nonprofit Act, Minn. Stat. ch. 317A; is a Minnesota charitable trust under the Charitable Trust Act, Minn. Stat. ch. 501B; and is a soliciting charitable organization under the Charitable

Solicitation Act, Minn. Stat. ch. 309; with its registered office address at 6040 Earle Brown Drive, Suite 460, Brooklyn Center, MN 55430–5501.

6. Defendant Trahern Pollard is the founder, president, chief executive officer, and former board member of We Push for Peace. Pollard’s last known address is 11950 Castle Rock Court N, Champlin, MN 55316.

7. Defendant Jacklyn McGuigan is a former board member, former board chair, and former treasurer of We Push for Peace. McGuigan’s last known address is 8943 92nd Street S, Cottage Grove, MN 55016.

### **JURISDICTION**

8. This Court has subject-matter jurisdiction over this action under Minn. Stat. §§ 8.01, 8.31, 8.32, 309.57, 317A.751, 317A.813, 501B.41, and common law.

9. This Court has personal jurisdiction over We Push for Peace because it is a Minnesota nonprofit corporation, has its registered office address in Minnesota, has operations in Minnesota, and has committed acts in Minnesota causing injury in Minnesota to the Minnesota public and in violation of Minnesota law.

10. This Court has personal jurisdiction over Trahern Pollard because he is a resident of Minnesota, has transacted business in Minnesota, and has committed acts in Minnesota causing injury in Minnesota to the Minnesota public and in violation of Minnesota law.

11. This Court has personal jurisdiction over Jacklyn McGuigan because she is a resident of Minnesota, has transacted business in Minnesota, and has committed acts in Minnesota causing injury in Minnesota to the Minnesota public and in violation of Minnesota law.

## VENUE

12. Venue is proper in Hennepin County under Minn. Stat. § 542.09 because one or more of the defendants reside in Hennepin County and the cause of action arose, in substantial part, in Hennepin County.

## FACTUAL ALLEGATIONS

### I. OVERVIEW OF WE PUSH FOR PEACE AND ITS OPERATIONS.

#### A. **We Push for Peace is a Minnesota nonprofit incorporated exclusively for charitable purposes.**

13. We Push for Peace was incorporated under the Nonprofit Act on June 28, 2016. According to its Articles of Incorporation, We Push for Peace was incorporated solely for charitable purposes under section 501(c)(3) of the Internal Revenue Code (“IRS Code”). Specifically, We Push for Peace’s Articles state that “[n]o part of the net earnings of We Push for Peace shall inure to the benefit of[] or be distributable to its members, trustees, officers, or other private persons,” except for reasonable compensation.

14. We Push for Peace became a tax-exempt charity under section 501(c)(3) of the IRS Code and was issued a corresponding Employee Identification Number (“EIN”) from the Internal Revenue Service (“IRS”) on June 4, 2020. It also obtained sales tax exemption from the Minnesota Department of Revenue in February 2021. We Push for Peace first registered with the AGO as a soliciting charitable organization under Minn. Stat. ch. 309 in October 2024. It has not filed an annual report with the AGO for its most recent fiscal year, which was due in November 2025, and is not currently registered to solicit contributions in Minnesota. The AGO estimates that We Push for Peace had total revenue of at least \$267,089 for 2020, \$3,214,582 for 2021, \$6,830,390 for 2022, \$6,419,701 for 2023, \$6,970,128 for 2024, and \$1,944,332 for 2025.

**B. We Push for Peace’s sole officers and directors were Pollard and McGuigan.**

15. Trahern Pollard and Jacklyn McGuigan were the sole directors and officers of the corporation during most of the relevant time periods set forth in this Complaint. Pollard was designated the president in We Push for Peace’s Articles of Incorporation. Pollard served as the “decisionmaker” and generally directed all activities of the nonprofit during the relevant time. Prior to the AGO’s investigation, Pollard unilaterally made decisions for the nonprofit without any direction from any board of directors. Pollard continues to serve as chief executive officer for We Push for Peace, exerting extensive control over the operation.

16. Pollard owns multiple for-profit businesses. He is the sole owner of a for-profit company called TXT Wine and Spirits (“TXT”), which was formerly known as Merwin’s. Pollard is also the sole owner of Pollard’s Auto Sales, which sells pre-owned cars. As described below, Pollard founded and subsidized his for-profit businesses with nonprofit revenue. Pollard also incorporated two other for-profit businesses following the AGO’s investigation, which are discussed further below. Pollard has a prior conviction for theft by swindle. Relevant to the claims below, Pollard also has children subjecting him to child support obligations during the relevant period.

17. McGuigan was formally designated as “board chair” in the nonprofit’s Articles, and performed financial functions for the nonprofit. The nonprofit never had a formal treasurer before the AGO’s investigation. Despite not being designated as such by board vote until 2025, McGuigan took on treasurer duties. For example, she performed financial and accounting duties, handled the financial records, and was tasked to account for receipts and disbursements for the nonprofit.

**C. For most of its existence, We Push for Peace operated multiple programs and obtained revenue from various sources.**

18. We Push for Peace’s stated mission “is making a difference in the lives of our youth and community.” Specifically, it “provides community and outreach services through free community programs, along with outreach services to government entities and communities.” Although it was founded in 2016, We Push for Peace increased and formalized its activities after the George Floyd murder and repercussions in Minneapolis in 2020, as well as to obtain grant funding.

19. We Push for Peace has historically accomplished its nonprofit mission through multiple programs. It previously held grant contracts with Hennepin County and the City of Minneapolis to provide “violence interruption” services for juvenile offenders. Another program funded by the City of Minneapolis was called “Boots on the Ground.” The purpose of the “Boots on the Ground” program was to monitor the safety and security of certain areas and engage with individuals to prevent potential violence. We Push for Peace also provided a “Work Readiness Program” from 2021-2023, which was partially funded by Hennepin County. This program assisted juveniles coming off probation with job readiness skills. We Push for Peace also had a program for a period of time to assist individuals with obtaining a commercial driver’s license. Although the government grant activities and revenue varied from grant to grant and year to year, they collectively brought the nonprofit hundreds of thousands of dollars worth of revenue each year.

20. The vast majority of We Push for Peace’s programming consists of what it refers to as “community engagement.” For that program, workers called “community engagers” greet and interact with people in stores where the nonprofit has contracts. The workers get involved when there is an opportunity to minimize disruption and divert people who might be experiencing

mental health or substance issues to available resources. The program is intended to serve as a deterrent to disruptive or criminal conduct and to provide resources to people instead of engaging criminal authorities. It also provides work opportunities to individuals who might not otherwise find traditional employment. This program has historically brought the nonprofit millions of dollars of revenue each year.

21. For most of its existence, the nonprofit held community outreach contracts with multiple stores, including Cub Foods, Whole Foods, Ragstock, and Aldi, in multiple locations within the state of Minnesota as well as in other locations like Chicago, Detroit, and Rhode Island. These contracts all listed the nonprofit We Push for Peace as the vendor, and when referenced, specifically included the nonprofit's unique EIN as the payee. The store clients understood that their contracts were exclusively with a nonprofit corporation, and Whole Foods widely publicized their relationship with We Push for Peace as a community-based nonprofit.

22. Finally, We Push for Peace collected donations and supplies following the George Floyd murder, and it also currently solicits contributions from the public on its web site through the Venmo handle: “@wepushforpeace-Pollard” and Cash App handle: “\$WePushForPeace”. We Push for Peace represents that “[a]ll donations collected go back into free programs for our community.”<sup>1</sup> These donations have historically been transferred directly into Pollard's personal accounts. Pollard also obtained a federal Paycheck Protection Program (“PPP”) loan on behalf of We Push for Peace in 2021, which was ultimately forgiven. Pollard certified to the federal government that the PPP proceeds would “be used only for business-related purposes” such as “to retain workers and maintain payroll” and other listed items.

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<sup>1</sup> See <https://www.wepushforpeace.org/donate> [<https://perma.cc/HH3U-XRPP>] (last visited Feb. 23, 2026).

**II. WE PUSH FOR PEACE FAILED TO OPERATE WITH THE BASIC GOVERNANCE REQUIREMENTS FOR A MINNESOTA NONPROFIT.**

**A. We Push for Peace lacked a full and independent board to provide oversight over the organization.**

23. In McGuigan’s words, We Peace for Peace was “doing things the incorrect way” since the beginning. Prior to the initiation of the AGO’s investigation in 2024, We Push for Peace had no board members other than Pollard and McGuigan. Accordingly, it held no board meetings, kept no minutes, and its activities were not supervised by a board.

24. No policies and procedures applied to guide the general governance of the corporation. Although McGuigan was aware of the need for and drafted bylaws, an “Accounting Policy and Procedures Manual,” and a “Conflict of Interest Policy and Annual Statement,” these documents were never enacted or applied.

**B. We Push for Peace lacked controls and oversight over its programs sufficient to protect the organization.**

25. Despite its substantial size and potential for risk involved with interacting with the public in tense situations, We Push for Peace’s programs were run without the structures and formalities necessary to protect the interests of the nonprofit. For example, We Push for Peace does not have its own policies governing the conduct of its workers in stores. Similarly, there are no policies governing what backgrounds may or may not be acceptable for the community engagement role. Rather, Pollard applies his personal perspective and judgment on a case-by-case basis to determine who is an appropriate worker. We Push for Peace is not licensed to provide security or loss prevention services.

26. Community engagers have been paid by the nonprofit as independent contractors and issued IRS Form 1099s from the nonprofit, which also list the nonprofit’s EIN. Pollard classified the community engagers as contractors and not employees because he believed it would

allow the nonprofit to skip traditional background check processes for the workers—many of whom have criminal records or other backgrounds that make it difficult to find other work. Community engagers are paid in various and sometimes informal ways, including by direct deposit, check, and mobile transfers like CashApp and Zelle. The U.S. Department of Labor (“USDOL”) initiated an investigation into We Push for Peace under the Fair Labor Standards Act for wage-and-hour violations. Separately, in January 2026, We Push for Peace settled an individual worker’s private wage-and-hour lawsuit against the nonprofit for \$35,000.

**C. We Push for Peace lacked controls and oversight over its financials sufficient to protect its assets.**

27. McGuigan handled the financial records for We Push for Peace and otherwise managed its financial affairs on a day-to-day basis. McGuigan served this “administrative” role both for the nonprofit and for Pollard and his individual private ventures and extensively intertwined the functions. McGuigan admitted that she treated Pollard as the “owner” of We Push for Peace, despite knowing (and setting up) its nonprofit status. And despite her board chair label and treasurer functions, McGuigan, who maintained an intimate relationship with Pollard at all relevant times, exercised no independent judgment over Pollard when managing the nonprofit’s money.

28. Despite the nonprofit’s extensive revenue and activities, the nonprofit never maintained a budget, and neither McGuigan nor Pollard kept detailed transaction records or competently tracked its income and expenses, including the extensive personal transfers discussed below. McGuigan described her accounting practices for the multimillion-dollar nonprofit as “back of the napkin.”

29. The nonprofit’s extensive revenue, combined with the lack of board oversight, “back of the napkin” financial procedures, and lack of independence from Pollard’s personal

interests, created the perfect conditions for Pollard and McGuigan’s extensive misuse of We Push for Peace’s nonprofit funds.

**III. POLLARD AND MCGUIGAN ENGAGED IN THE EXTENSIVE MISUSE OF WE PUSH FOR PEACE’S ASSETS FOR THEIR PERSONAL BENEFIT.**

**A. Pollard and McGuigan have admitted they engaged in the misuse of the nonprofit’s assets.**

30. For background, We Push for Peace’s store revenue and grant funds were generally deposited into a bank account held by the nonprofit. Pollard was the only signatory of the nonprofit’s accounts, and McGuigan did not have direct access to funds. However, with Pollard’s approval, McGuigan regularly filled out and signed checks on Pollard’s behalf and transferred nonprofit assets to her own account through various means, including checks, direct deposits, CashApp transfers, and cash deposits.

31. McGuigan extensively commingled her personal income with We Push for Peace’s assets in her personal account for nonprofit and personal purposes, including to pay the nonprofit’s expenses, to pay Pollard’s personal expenses, and to pay herself as described further below. She did so at Pollard’s direction, without exercising independent judgment. At the same time, McGuigan did not maintain any sub-accounts or other delineation of the nonprofit’s assets from her personal income, which was also deposited in her accounts. And, as described further below, Pollard also directly transferred assets from the nonprofit’s accounts to himself or for his personal benefit.

32. No board ever formally approved any compensation or loans to Pollard or McGuigan, either before or after the AGO’s investigation. Pollard admitted that he treated the nonprofit’s revenue from the store contracts as his own “private money” and stated: “I treated the money like it was mine.” Pollard admitted that he did not set any rules for himself or the nonprofit

on how the store contract revenue was spent and that he took what he wanted. McGuigan also acknowledged that extensive transfers from We Push for Peace served no nonprofit purpose.

33. Pollard's and McGuigan's misuse, which the AGO estimates in total to have exceeded **\$6.5 million** between June 2020 and September 2025, constituted the majority of We Push for Peace's revenue after paying workers and other expenses.<sup>2</sup>

**B. Extensive unauthorized transfers were made from the nonprofit's assets for McGuigan's personal benefit.**

34. There were several primary categories of unauthorized expenditures of We Push for Peace's money for private benefit. The first category included unauthorized transfers from We Push for Peace to McGuigan for her direct personal benefit. This included a recurring \$1,000 per week McGuigan paid herself from nonprofit funds through direct deposit. McGuigan also transferred to herself, and kept for her own benefit, the entire amount of funds allowed by the city and county grant contracts for "administrative" expenses under the grant agreements. McGuigan, who had no direct contract with any of these agencies, reasoned that because she was performing "administrative" functions for the nonprofit, all of those grant funds belonged to her (instead of to We Push for Peace, the actual contracting party). McGuigan transferred to herself the entire amount of expenses allocated by the agencies for "administrative" expenses regardless of whether the nonprofit actually incurred such expenses or she actually performed commensurate work.

35. McGuigan stated she considered all payments from the nonprofit to herself for "work performed" because she generally did "a lot" of work for the nonprofit. But McGuigan did

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<sup>2</sup> Pollard and McGuigan claimed that government grant money from the City of Minneapolis and Hennepin County was exclusively used for nonprofit purposes, but since the assets were commingled and there was no appropriate accounting for and tracking of the nonprofit's assets, the evidence, including the testimony of the nonprofit's own CPA, points otherwise. Regardless, the store contract revenue no more belonged to Pollard or McGuigan than the government grant money, which constituted a much smaller portion of the nonprofit's overall revenue.

not invoice or otherwise track this work or its value, nor separate the work she did for the nonprofit from the work she performed for Pollard individually or for his companies (or for her own benefit). Nor was a reasonable compensation amount calculated and approved by any board, and for some years, McGuigan was not even issued an IRS Form 1099.

36. McGuigan's personal account received other extensive transfers from the nonprofit. Some of these were directly traceable for the nonprofit's and Pollard's direct benefit. But because of the extensive commingling, all nonprofit revenue that was transferred to her account that was not precisely accounted for a legitimate nonprofit reimbursement or expense (or funneled directly to Pollard) she retained for her personal benefit. From all the categories above, the total estimated amount of unauthorized benefit McGuigan obtained from We Push for Peace, excluding the amounts traceable for nonprofit expenses or for Pollard's benefit as described below, likely exceeds **\$500,000**.

**C. Extensive unauthorized transfers were made from the nonprofit's assets for Pollard's personal benefit.**

37. The vast majority of misused funds were for Pollard's personal benefit. This misuse generally falls into the categories of (1) transfers to McGuigan's account for Pollard's direct benefit, (2) direct transfers to Pollard individually, (3) Pollard's use of the nonprofit's credit card, and (4) transfers to or for the benefit of his private businesses. Pollard never tracked the benefit he received from various transfers from the nonprofit to himself or directly for his benefit. But from all these categories, the AGO estimates that total unauthorized benefit Pollard obtained from We Push for Peace likely exceeds **\$6 million**.

**1. Transfers from McGuigan's account for Pollard's direct benefit.**

38. One way that Pollard misused the nonprofit's funds was by having McGuigan transfer nonprofit funds into her personal account, then directing her to immediately make a payment from her personal account on his behalf. For example:

- On December 12, 2020, McGuigan transferred \$1,297.23 from the nonprofit to herself by check, signing Pollard's name on the check at his direction. That same day on December 12, 2020, McGuigan wrote a check to "MN Child Support" on Pollard's behalf for the exact same amount of \$1,297.23. The transfer from the nonprofit went directly for Pollard's child support payments.
- On September 13, 2021, McGuigan transferred \$20,124.00 to herself from the nonprofit's account via check, claiming it was for "administrative/program costs" for the nonprofit in the memo line. A few days later, on September 17, 2021, McGuigan wrote a personal check for \$20,124.03 from her account to Minnesota Child Support, listing "Trahern Pollard" in the memo line. The payment was not for the nonprofit's administrative expenses as listed on the original check, but for Pollard's personal child support obligations.
- On October 20, 2021, at Pollard's direction, McGuigan wrote a check from the nonprofit's account to herself that Pollard signed for \$35,000, writing in the memo line "Administrative Costs" and "Community Outreach." That same day on October 21, 2021, McGuigan issued a cashier's check from her account to an individual friend of Pollard's for \$10,000, and a second cashier's check to another individual friend of Pollard's for \$25,000. These payments were not for the nonprofit's administrative costs as stated on the original check, but rather for the benefit of Pollard's personal acquaintances.

- On March 20, 2023, McGuigan transferred \$11,374 from the nonprofit to her personal account via check at Pollard's directive. The next day on March 21, 2023, McGuigan wrote a check to the IRS for Pollard's tax obligations for the exact same amount of \$11,374. McGuigan paid off Pollard's personal tax payment with funds she previously transferred from We Push for Peace into her personal account.

## **2. Direct transfers to Pollard individually.**

39. Pollard also misused a substantial amount of nonprofit funds by transferring assets to himself directly from the nonprofit's bank account. For example, Pollard wrote checks (or had McGuigan fill out checks on his behalf) directly to himself, like a \$23,000 check on January 28, 2022, and a \$100,000 check on January 28, 2022, all of which were deposited into his personal account. Pollard also made a \$13,000 cash withdrawal from the nonprofit's bank account on July 23, 2020, and deposited the \$13,000 in cash into his personal bank account that same day. Pollard further made direct withdrawals from the nonprofit's account for his personal benefit, like a \$1,009.99 ATM withdrawal in Los Vegas in August 2022.

## **3. Pollard's use of the nonprofit's credit card.**

40. Pollard admitted that he also used We Push for Peace's credit card for his personal benefit. We Push for Peace paid all of the credit card balances. Pollard nonetheless used the nonprofit's credit card for his own expenses, like purchases at a Harley Davidson showroom and pool and spa stores in July of 2022.

## **4. Transfers to Pollard's private businesses.**

41. Finally, Pollard extensively comingled We Push for Peace's funds with his private businesses and took the nonprofit's money for the benefit of his solely owned businesses. For example, Pollard transferred money directly from the nonprofit to his business accounts, including \$11,000 and \$19,000 checks from the nonprofit to Pollard's liquor store, TXT, on April 25, 2024.

Pollard also made payments from the nonprofit's account to directly pay expenses for his businesses that served no nonprofit purpose, like paying his TXT workers' payroll.

**D. Pollard and McGuigan's misuse was flagrantly and knowingly wrongful.**

42. There are indicators that Pollard and McGuigan knew they were misusing We Push for Peace's money, were not entitled to it, and did it anyway. One indicator was the laundering of improper payments through McGuigan's accounts (instead of making the payments directly from the nonprofit's account), and the misstatements on check memo lines about the purpose of the expenses, like payments for Pollard's child support and friends described above.

43. Another indicator is Pollard and McGuigan's payroll practices and personal tax returns. From the outset, even when the nonprofit's other workers were paid through a payroll system, Pollard and McGuigan were not. And unlike for its other workers, We Push for Peace never issued any IRS Forms 1099 to Pollard reporting income from the organization, and skipped issuing them across multiple years for McGuigan. Nor did Pollard actually track the benefit he received from We Push for Peace. Pollard's child support obligations were also based on income, providing a motivation to hide or underreport his income.

44. Therefore, it is not surprising that, despite receiving millions from the nonprofit, Pollard drastically underreported his income to the IRS and Minnesota Department of Revenue ("DOR"). For example, Pollard only reported \$70,117 total AGI in 2022 and \$332,141 total AGI in 2023 on his IRS 1040 returns. These returns purported to be inclusive of all income from his businesses, which did not file their own returns. Although Pollard amended his returns following the AGO's investigation and exposure of his misuse, the amended amounts—\$1.1 million for 2022 and \$749,770 for 2023—likely still undercount the amount he received from the nonprofit as demonstrated above. Indeed, We Push for Peace's and Pollard's shared accountant told the AGO that it was clear that substantial income was not accounted for among the nonprofit's and Pollard's

personal returns. And similarly, prior to the AGO’s investigation, McGuigan for multiple years excluded all income she received from We Push for Peace in her personal tax filings with the IRS or DOR.

45. But to the extent there was any question, McGuigan and Pollard’s conduct following the initiation of the AGO’s investigation as described below—including lying on the nonprofit’s IRS Forms 990, lying to the AGO in its investigation, continuing to take substantial sums of the nonprofit’s money despite the AGO’s active scrutiny and the new board revoking their authority, and ultimately, running the nonprofit into the ground and usurping We Push for Peace’s store contracts for Pollard’s new private business—confirms the intentionally fraudulent nature of their conduct.

#### **IV. POLLARD AND MCGUIGAN CONTINUED TO ENGAGE IN FLAGRANT MISCONDUCT AFTER THE AGO INITIATED ITS INVESTIGATION.**

##### **A. Pollard and McGuigan attempted to create a post-facto “for-profit arm” of We Push for Peace in an attempt to legitimize their misuse to the AGO.**

46. The AGO initiated an informal investigation into We Push for Peace by sending it a letter on March 8, 2024, requesting information about We Push for Peace’s finances, governance, and management. After receiving the letter, Pollard and McGuigan discussed the lack of separation between the nonprofit’s activities and Pollard’s personal interests. Pollard then developed a plan to reclassify his extensive misuse as expenses for a “for-profit” business that never existed prior to the AGO’s investigation.

47. On March 15, 2024, a week after the AGO’s letter, Pollard incorporated “We Push for Peace-For Profit Professional Service Corporation” and obtained an EIN for the newly created business entity around the same time. Ten days later, on March 24, 2024, Pollard submitted a response to the AGO’s letter request. Pollard, with McGuigan’s help drafting, represented to the AGO that “We Push for Peace[] has a for-profit arm of our organization,” referring to the newly

formed entity. He falsely stated that the “private contracts and/or non-government funds are handled through this entity”—even though all contracts were exclusively with the nonprofit, and the for-profit business did not even exist before the AGO’s letter. Rather, this was an attempt to legitimize Pollard and McGuigan’s misuse to the AGO after-the-fact.

**B. We Push for Peace failed to properly register and filed false and noncompliant documents during the AGO’s investigation, further obscuring the misuse.**

48. As described above, We Push for Peace had been operating since 2016 and soliciting contributions since at least 2020. But prior to 2024, We Push for Peace never registered with the AGO as a soliciting charitable organization under Minn. Stat. ch. 309 or charitable trust under Minn. Stat. ch. 501B. Before it was aware of any misuse, the AGO sent a letter to We Push for Peace in 2023, indicating that it may need to register. We Push for Peace attempted registration in June 2023, but it did not file the correct documents, so the AGO notified We Push for Peace that it remained unregistered.

49. After the AGO started asking questions in March 2024, We Push for Peace completed and filed its initial registration with the AGO. That AGO registration included the nonprofit’s IRS Form 990, which Pollard signed “[u]nder penalties of perjury.” That Form 990 contained obvious and material falsehoods and did not comport with Generally Accepted Accounting Principles (“GAAP”). For example, it listed no compensation for McGuigan or Pollard in the Statement of Functional Expenses, did not include any entries for government grant revenue, and drastically undercounted its total revenue, listing only \$103,000 despite the millions it actually brought in.<sup>3</sup>

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<sup>3</sup> Soliciting charitable organizations that report more than \$750,000 in revenue each year are also required to file an independent audit of their financial statements with the AGO, providing wrongdoers an incentive for underreporting revenue. *See* Minn. Stat. § 309.53, subdiv. 3.

**C. We Push for Peace and Pollard provided false statements to the AGO during its investigation.**

50. The AGO then initiated a formal investigation following We Push for Peace's responses to its letter request by serving a Civil Investigative Demand ("CID") on the nonprofit. Pollard signed the nonprofit's response to the AGO's CID under penalty of perjury. We Push for Peace's answers to the interrogatories set forth in the CID nonetheless contained a number of materially false statements.

51. For example, the AGO asked the nonprofit to identify the purpose of a number of expenses set forth in an exhibit. The nonprofit provided a spreadsheet that purported to address those expenses, but contained a number of false entries—including stating Pollard's \$13,000 cash withdrawal from We Push for Peace in July 2020 was to pay outreach workers, when in reality it was deposited in his personal account; characterizing the December 12, 2020, \$1297.23 child support payment as nonprofit overhead expenses; and falsely claiming that the October 21, 2021, payment for \$35,000 was for "Chicago Payroll," when it really went to Pollard's friends.

52. The nonprofit, through Pollard, also failed to disclose that We Push For Peace was the subject of a USDOL inquiry into the classification and payment of workers in response to the AGO's question about any "local, state, or federal governmental lawsuit, investigation, administrative proceeding, or regulatory action regarding any complaints, allegations, reports, or concerns that We Push for Peace has engaged in any unlawful or otherwise improper conduct." Pollard, who signed the CID response, was the point of contact for counsel at that time for the USDOL investigation and was aware of the USDOL investigation when he completed the CID response.

**D. Pollard and McGuigan continued their misuse of We Push for Peace’s assets during the AGO’s investigation, despite the contrary direction of new leadership.**

53. In December 2024, the nonprofit engaged outside counsel and explored dissolving. But because of the services We Push for Peace provided to the community, the AGO worked extensively to try to get the organization into voluntary compliance to avoid disruption to the community by keeping its programs running. At the AGO’s encouragement, the nonprofit also implemented changes, including accepting Pollard’s resignation as a director, removing his authority to access funds, and creating new accounts. Additional directors were also added.

54. The reconstituted board did an internal review and determined the amount Pollard paid to himself was in excess of reasonable compensation for a chief executive officer. Pollard admitted he made “mistakes” and offered a proposal for resolution that did not involve reimbursing the nonprofit directly for the extensive amount he misused. Although he still acted on behalf of the nonprofit as its chief executive officer, Pollard’s authority over We Push for Peace’s funds was unequivocally revoked by the new board in December 2024, and no compensation was approved to Pollard in light of the AGO’s investigation into his misuse. Before her role in the misuse was clear, McGuigan was initially provided direct access to funds and formally made treasurer by the board after Pollard’s access was removed.

55. Despite these changes, Pollard and McGuigan continued to engage in self-dealing, misuse, and other conduct detrimental to the nonprofit that made formal action from the AGO necessary. To illustrate, on December 26, 2024, while the nonprofit was actively in the process of removing Pollard’s access to accounts, he wrote an unauthorized \$26,000 check to Pollard’s Auto Sales that he classified as a “Loan from WP4P - For Profit” in the memo line. This transfer was used to buy inventory for his company, and despite being classified as a “loan,” was never paid back to We Push for Peace. And after being made treasurer and while knowing the AGO was

investigating misuse, McGuigan transferred tens of thousands of dollars of the nonprofit's money to herself and Pollard without board authorization in early 2025. The nonprofit clawed back some, but not all, of these funds when the AGO made it aware of the continued misuse.

56. McGuigan thereafter was removed as treasurer and resigned from We Push for Peace in all capacities. But Pollard continued to outright steal from the nonprofit by diverting the nonprofit's store revenue into his own account, even though his authority over those funds was completely revoked. Specifically, after his access to We Push for Peace's bank accounts was revoked and authority over nonprofit funds was removed, Pollard diverted at least \$56,040 from the nonprofit by depositing store revenue checks made out to We Push for Peace into a separate bank account that he controls.

57. Ultimately, Pollard and McGuigan's misconduct culminated in a plan to effectively run the nonprofit into the ground so they could usurp the nonprofit's business and revenue away through a separate for-profit venture.

**E. Pollard and McGuigan diverted the nonprofit's store contract business and revenue to Pollard's new for-profit business during the AGO's investigation.**

58. During the AGO's formal investigation in 2025, the store contracts with We Push for Peace's primary client, Whole Foods, shrunk considerably. The nonprofit's revenue from its store contracts fell from millions each year to "significantly less" than one million. Pollard, who maintained control over the performance and negotiation of the store contracts and continued to serve as We Push for Peace's president and CEO, claimed that We Push for Peace's contract work was struggling because Pollard did not have funds to reimburse himself. In reality, he continued to divert nonprofit funds to himself through the creation of a new for-profit business entity in direct competition with We Push for Peace and its store contracts.

59. On January 12, 2025, shortly after his authority to access nonprofit funds was revoked, Pollard incorporated under Minn. Stat. ch. 302A a Minnesota for-profit business corporation called Change Makers Service Corporation (“Change Makers”), for which he is the sole owner.<sup>4</sup> He did not disclose in advance the creation of this entity to the AGO. Pollard opened separate bank accounts for Changer Makers and began depositing checks made out to We Push for Peace into the Change Makers accounts. At least \$930,794 of those deposited checks were paid to the order of We Push for Peace, not Change Makers.

60. In June 2025, Change Makers through Pollard contracted to provide the services for Whole Foods that We Push for Peace was previously providing. Whole Foods terminated its contracts with We Push for Peace for the same services as of July 2, 2025. Pollard contracted with many of the same workers that We Push for Peace relied on to fulfill its store contracts, deposited revenue from the Change Makers’ contracts into the for-profit’s bank accounts, and started paying workers from those accounts, instead of the nonprofit’s accounts.

61. We Push for Peace had unequivocally told Pollard, who is still serving as the nonprofit’s CEO, that it would be improper for him to use a private business to take the contracts from the nonprofit. But in a November 2025 letter to the AGO, We Push for Peace confirmed to the AGO that “Change Makers is apparently performing community liaison services through contracts with Whole Foods that are similar to, and perhaps competing with, the contracts being performed by [the nonprofit].”

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<sup>4</sup> On March 17, 2026, without prior notice to the AGO or updating his response to the AGO’s CID regarding Change Makers’ activities, Pollard merged the Minnesota business corporation (Change Makers Service Corporation) into a Nevada close corporation named “Change Makers Service, Inc.,” with the Minnesota corporation as the merger non-survivor.

62. Since Change Makers took over the contracts with Whole Foods and began providing the same services that We Push for Peace previously provided, We Push for Peace’s programs and revenue have significantly decreased. In an April 2026 letter, We Push for Peace notified the AGO that it now has only one remaining contract “with a single Cub Foods location.” At the same time, Change Makers’ revenue has soared, with the business receiving \$2,002,674 in revenue between September 2025 and March 2026 from its contracts with Whole Foods alone.

63. Owing largely to this lost corporate opportunity, according to the nonprofit We Push for Peace is “barely” functioning “and is no longer able to provide the community services it had provided in the past.” To illustrate, when the City of Minneapolis sought assistance from the organization during Operation Metro Surge, the U.S. Department of Homeland Security’s recent large-scale immigration enforcement operation in Minnesota, We Push for Peace communicated that it was “not equipped” to provide the City of Minneapolis with assistance. And according to an April 2026 letter to the AGO from the nonprofit, We Push for Peace’s offices are “essentially sitting vacant” and the nonprofit “simply [ha]s no funding to support the services the organization was providing or to pay any employees or contractors.”

**COUNT I**  
**BREACH OF FIDUCIARY DUTIES (CHAPTER 317A)**  
**(POLLARD AND MCGUIGAN)**

64. The AGO restates and incorporates the allegations above.

65. We Push for Peace is a nonprofit corporation subject to the Minnesota Nonprofit Corporation Act (“Nonprofit Act”), Minn. Stat. ch. 317A.

66. The AGO has express authority to bring actions to redress breaches of fiduciary duties under the Nonprofit Act. *See* Minn. Stat. §§ 317A.257, 317A.813.

67. Minn. Stat. § 317A.251, subdiv. 1 sets forth nonprofit director fiduciary duties of loyalty and care and states: “A director shall discharge the duties of the position of director in good

faith, in a manner the director reasonably believes to be in the best interests of the corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.”

68. Minn. Stat. § 317A.361, subdiv. 1 sets forth nonprofit officer fiduciary duties of loyalty and care and states: “An officer shall discharge the duties of an office in good faith, in a manner the officer reasonably believes to be in the best interests of the corporation, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.”

69. Minn. Stat. § 317A.011, subd. 7 defines “director” as a member of the board.

70. Minn. Stat. § 317A.011, subdiv. 15 defines an “officer” as “the president, the treasurer, however designated, a person elected, appointed, or otherwise designated as an officer pursuant to section 317A.311, and a person deemed elected an officer under section 317A.321.”

71. Minn. Stat. § 317A.311 states, that except as otherwise provided, “the board may elect or appoint, in a manner set forth in the articles or bylaws or in a resolution adopted by the board, other officers the board considers necessary for the operation and management of the corporation, each of whom has the powers, rights, duties, responsibilities, and terms in office provided for in the articles or bylaws or determined by the board.”

72. Minn. Stat. § 317A.321 states that in “the absence of an election or appointment of officers by the board or the members with voting rights, the person exercising the principal functions of the president or the treasurer is considered to have been elected to the office.”

73. Pollard and McGuigan were directors of We Push for Peace from the nonprofit’s inception until January 2025.

74. Pollard is an officer of We Push for Peace because he was, and continues to be, the president and chief executive officer of the nonprofit since its inception. In addition, Pollard exercised the principal functions of president at all relevant times.

75. McGuigan was an officer of We Push for Peace from the nonprofit's inception until May 2025 because she was the person exercising the principal functions of a treasurer and/or was formally designated by the board as the treasurer during that time.

76. McGuigan and Pollard breached, and continue to breach, their officer and director duties of loyalty to act in a manner they reasonably believed to be in the best interests of the corporation, by, among other things, engaging in the extensive diversion of the nonprofit's assets for their personal benefit and not for a legitimate nonprofit purpose.

77. Pollard additionally breached, and continues to breach, his officer and director duties of loyalty to act in a manner he reasonably believed to be in the best interests of the corporation by diverting We Push for Peace's Whole Foods contracts and all corresponding workers and revenue to Pollard's newly created for-profit called Change Makers, usurping We Push for Peace's corporate opportunity. *Miller v. Miller*, 222 N.W.2d 71, 78 (Minn. 1974).

78. McGuigan and Pollard breached, and Pollard continues to breach, their officer and director duties of care to act with the care an ordinarily prudent person in a like position would exercise under similar circumstances, by, among other things:

- (a) Failing to generally exercise appropriate oversight over the nonprofit;
- (b) Failing to employ appropriate policies and procedures over the governance of the nonprofit, including but not limited to bylaws and conflict-of-interest policies;

- (c) Failing to employ appropriate policies and procedures over the nonprofit's activities, including but not limited to the hiring, employment, payment, classification, and conduct of its workers;
- (d) Failing to employ appropriate policies and procedures to protect the nonprofit's assets, including but not limited to those pertaining to the proper use and reimbursement of nonprofit assets, appropriate handling and protection of money, maintenance of a budget, segregation of nonprofit funds, appropriate use of government funds, including PPP loans, and appropriate record-keeping; and
- (e) Failing to employ appropriate policies and procedures to ensure compliance with AGO and IRS filings.

79. The above-referenced facts set forth multiple, disjunctive violations of the law as set forth herein.

**COUNT II  
BREACH OF TRUST (CHAPTER 501B)  
(POLLARD AND MCGUIGAN)**

80. The AGO restates and incorporates the allegations above.

81. Minn. Stat. §§ 501B.36 to 501B.55 sets forth the Minnesota Supervision of Charitable Trusts and Trustees Act (“Charitable Trust Act”).

82. The Charitable Trust Act expressly incorporates by reference, and provides the AGO enforcement authority over, statutory and common law “rights, duties, and powers” with respect to charitable trusts. Minn. Stat. § 501B.34.

83. The AGO has express authority under the Charitable Trust Act to “begin a civil action in order to remedy and redress a breach of trust.” Minn. Stat. § 501B.41, subdiv. 7.

84. Minn. Stat. § 501B.35, subdiv. 3 defines a “charitable trust” as “a fiduciary relationship with respect to property that arises as a result of a manifestation of an intention to

create it, and that subjects the person by whom the property is held to equitable duties to deal with the property for a charitable purpose.”

85. Minn. Stat. § 501B.35, subdiv. 2 defines a “charitable purpose” as “an actual or purported charitable, philanthropic, religious, social service, educational, eleemosynary, or other public use or purpose.”

86. Minn. Stat. § 501B.35, subdiv. 4 defines a “trustee” as “a person or group of persons either in an individual or a joint capacity, or a director, officer, or other agent of an association, foundation, trustee corporation, corporation, or other legal entity who is vested with the control or responsibility of administering property held for a charitable purpose.”

87. Minn. Stat. § 501B.41, subdiv. 6 states that the failure “to administer and manage property held for charitable purposes in accordance with law or consistent with fiduciary obligations constitutes a breach of trust.”

88. At common law, “trustees owe a duty of loyalty to trust beneficiaries,” and a trustee must not “allow his interest as an individual even the opportunity of conflict with his interest as trustee.” *In re Revocable Tr. of Margolis*, 731 N.W.2d 539, 545 (Minn. Ct. App. 2007); *Smith v. Tolversen*, 190 Minn. 410, 413, 252 N.W. 423, 425 (1934).

89. We Push for Peace is a charitable trust because it is a charitable organization as set forth in its Articles of Incorporation and because at all relevant times, its property was required to be held in trust in accordance with those charitable purposes.

90. Pollard and McGuigan were charitable trustees during the relevant time period because they held We Push for Peace funds and they were vested with the control or responsibility of administering property held for charitable purposes.

91. Pollard and McGuigan breached trust because they failed to administer and manage property they held for charitable purposes consistent with their fiduciary obligations.

92. Specifically, Pollard and McGuigan breached, and continue to breach, their common-law fiduciary duties of loyalty by, among other things, engaging in the extensive diversion of the nonprofit's assets for their personal benefit and not for a legitimate charitable purpose.

93. Pollard additionally breached, and continues to breach, his common-law fiduciary duty of loyalty by entering into competition with We Push for Peace, causing substantial harm to the charitable interests which Pollard was entrusted to protect. *Restatement (Second) of Trusts* § 206 cmt. 1.

94. The above-referenced facts set forth multiple, disjunctive violations of the law as set forth herein.

**COUNT III  
VIOLATIONS OF NONPROFIT ACT (CHAPTER 317A)  
(WE PUSH FOR PEACE)**

95. The AGO restates and incorporates the allegations above.

96. The AGO has express authority “to bring proceedings to secure compliance” with the Nonprofit Act, including all remedies available to the AGO under Minn. Stat. § 8.31. Minn. Stat. § 317A.813; Minn. Stat. § 8.31, subdiv. 1.

97. The Nonprofit Act sets forth several requirements for a nonprofit corporation, including the following:

(a) Nonprofit corporations must be “managed by or under the direction of a board of directors.” Minn. Stat. § 317A.201.

(b) Nonprofit corporations must have no fewer than three directors. Minn. Stat. § 317A.203.

- (c) Nonprofits must hold at least one board meeting a year. Minn. Stat. § 317A.231, subd. 1.
  - (d) A nonprofit must keep correct and complete copies of its articles and bylaws, accounting records, voting agreements, and minutes of meetings of members, board of directors, and committees having any of the authority of the board of directors for the last six years. Minn. Stat. § 317A.461, subd. 1.
  - (e) Transactions implicating a conflict of interest as defined by Minn. Stat. § 317A.255 must be authorized by the board and must be fair and reasonable as to the corporation, or must fulfill the majority voting and/or recusal requirements set forth therein.
  - (f) A nonprofit “may not lend money to or guarantee the obligation of a director, officer, or employee of the corporation or a related organization . . . unless the loan or guarantee may reasonably be expected, in the judgment of the board, to benefit the corporation.” Minn. Stat. § 317A.501, subd. 2.
  - (g) When nonprofit assets are transferred, they “may not be diverted from the uses and purposes for which the assets have been received and held, or from the uses and purposes expressed or intended by the original donor.” Minn. Stat. § 317A.671.
98. We Push for Peace violated the Nonprofit Act by, among other things:
- (a) Failing to be managed by or under the direction of a board of directors prior to the AGO’s investigation;
  - (b) Having fewer than three directors prior to the AGO’s investigation;
  - (c) Failing to hold any board meetings prior to the AGO’s investigation;

- (d) Failing to keep correct and complete books and records, including accounting records and board meeting minutes, prior to the AGO's investigation;
- (e) Engaging in numerous conflicted transactions with interested persons as defined by statute without a required board vote and without a reasonable expectation that the transactions would benefit the corporation;
- (f) Engaging in loans with an organization related to an officer of the nonprofit without a board vote and without a reasonable expectation that the loan would benefit the corporation; and
- (g) Diverting extensive nonprofit assets from their intended uses and purposes.

99. The above-referenced facts set forth multiple, disjunctive violations of the law as set forth herein.

**COUNT IV  
SPECIFIED GROUNDS FOR EQUITABLE RELIEF (CHAPTER 317A)  
(WE PUSH FOR PEACE)**

100. The AGO restates and incorporates the allegations above.

101. Minn. Stat. § 317A.751, subd. 1 states that a “court may grant equitable relief if it considers just and reasonable in the circumstances or may dissolve a corporation and liquidate its assets and business as provided in this section.”

102. Minn. Stat. § 317A.751, subd. 5 sets forth a list of non-exclusive factors that allow the AGO to obtain equitable relief, including when certain circumstances exist that do not constitute a violation of the Act. It provides that a “court may grant equitable relief in any action by the attorney general when,” among other things, any one of the below factors are established:

- (4) the corporation has flagrantly violated a provision of this chapter, has violated a provision of this chapter more than once, or has violated more than one provision of this chapter;

(5) the corporation has engaged in an unauthorized act, contract, conveyance, or transfer or has exceeded its powers;

.....

(11) the corporation has answered falsely or failed to answer a reasonable written interrogatory from the secretary of state, the attorney general, the commissioner of human services, commissioner of commerce, or commissioner of revenue, to the corporation, its officers, or directors; [or]

(12) the corporation has solicited property and has failed to use it for the purpose solicited.

103. Multiple, disjunctive grounds exist, each independently supporting equitable relief under Minn. Stat. § 317A.751, subd. 5, including but not limited to:

- (a) We Push for Peace’s flagrant and numerous violations of the Nonprofit Act as set forth above;
- (b) We Push for Peace’s numerous unauthorized transfers and/or loans to Pollard and McGuigan in contravention of Minn. Stat. §§ 317A.255, 317A.501, subdiv. 2 and 317A.671;
- (c) We Push for Peace’s false answers to multiple reasonable written interrogatories from the AGO, including in response to material questions like the purpose of certain expenditures and the existence of other government investigations; and
- (d) We Push for Peace’s solicitation of property through its web site as set forth below and its failure to use “[a]ll donations” for the stated purpose of “free programs for our community,” and instead transferring them to Pollard for his personal enrichment.

104. The above-referenced facts set forth multiple, disjunctive violations of the law as set forth herein.

**COUNT V**  
**DECEPTIVE SOLICITATIONS (CHAPTER 309)**  
**(WE PUSH FOR PEACE)**

105. The AGO restates and incorporates the allegations above.

106. The Minnesota Charitable Solicitation Act (“Charitable Solicitation Act”), Minn. Stat. §§ 309.50–.61, governs persons soliciting charitable contributions in Minnesota.

107. The AGO has express authority to bring an action to “restrain, enjoin, and redress violations” of the Charitable Solicitation Act. Minn. Stat. § 309.57, subdiv. 1.

108. Minn. Stat. § 309.55, subdiv. 5 states, “No charitable organization and no person acting on behalf of a charitable organization shall use or employ any fraud, false pretense, false promise, misrepresentation, misleading statement, misleading name, mark or identification, or deceptive practice, method or device, with the intent that others should rely thereon in connection with any charitable solicitation . . . .”

109. Minn. Stat. § 309.50, subdiv. 4 defines “charitable organization” as “any person who engages in or purports to engage in solicitation for a charitable purpose . . . .”

110. Minn. Stat. § 309.50, subdiv. 2 defines “person” as “any individual, organization, group, firm, copartnership, association, partnership, corporation, company, trust or joint stock association, church, religious sect, religious denomination, society, or league, and includes any trustee, receiver, assignee, agent or other similar representative thereof.”

111. Minn. Stat. § 309.50, subdiv. 10 defines “solicitation” as “the request directly or indirectly for any contribution . . . .”

112. Minn. Stat. § 309.50, subdiv. 5 defines “contribution” as “the promise or grant of any money or property of any kind or value, including the promise to pay, or payment for merchandise or rights of any other description when representation is made by or on behalf of the seller or solicitor that the whole or any part of the price will be applied to a charitable purpose.

‘Contributions’ shall not include any funds obtained by a charitable organization through grants from any governmental agency. ‘Contributions’ shall include, in the case of a charitable organization offering goods and services to the public, the difference between the direct cost of the goods and services to the charitable organization and the price at which the charitable organization or any person acting on its behalf resells those goods or services to the public.”

113. Minn. Stat. § 309.50, subdiv. 3 defines “charitable purpose” as “any charitable, benevolent, philanthropic, patriotic, religious, social service, welfare, educational, eleemosynary, cultural, artistic, or public interest purpose, either actual or purported.”

114. From at least 2020 to the present, We Push for Peace has been a charitable organization and has solicited contributions as defined above through, among other things, Venmo and Cash App links on its web site.

115. We Push for Peace employed a fraud, false pretense, false promise, misrepresentation, and/or misleading statement, with the intent that others would rely thereupon, in connection with charitable solicitations on We Push for Peace’s web site, which claimed “[a]ll donations collected go back into free programs for our community,” when they actually were transferred to Pollard’s personal accounts and used for his personal benefit.

116. The above-referenced facts set forth multiple, disjunctive violations of the law as set forth herein.

**COUNT VI**  
**SOLICITATION WITHOUT REGISTRATION (CHAPTER 309)**  
**(WE PUSH FOR PEACE)**

117. The AGO restates and incorporates the allegations above.

118. Minn. Stat. § 309.52, subdiv. 1 states that “[n]o charitable organization, except as otherwise provided in section 309.515, shall solicit contributions from persons in this state by any

means whatsoever unless, prior to any solicitation, there shall be on file with the attorney general upon forms provided by the attorney general, a registration statement . . . .”

119. Minn. Stat. § 309.53, subdiv. 1 states that “[e]very charitable organization that is required to file or that files a registration statement pursuant to section 309.52 shall file an annual report with the attorney general upon forms provided by the attorney general . . . .”

120. A charitable organization’s registration ends on the day after it should—but failed to—file its annual report. Minn. Stat. § 309.52, subd. 7.

121. Minn. Stat. § 309.515, subdiv. 1 contains exceptions to registration and reporting with the AGO.

122. From at least 2020 to the present, We Push for Peace was a charitable organization that solicited contributions as defined above.

123. From at least 2020 to the present, We Push for Peace was required to register and report annually to the AGO as a soliciting charitable organization.

124. No exceptions to registration and reporting requirements of the Charitable Solicitation Act applied to We Push for Peace between 2020 and the present.

125. Between 2020 and 2024, We Push for Peace violated the Charitable Solicitation Act because it solicited contributions despite failing to register and/or file annual reports required by Minn. Stat. §§ 309.52 and 309.53.

126. From November 18, 2025, to the present, We Push for Peace violated, and continues to violate, the Charitable Solicitation Act because it solicits contributions despite failing to file its most recent annual report due in 2025.

127. The above-referenced facts set forth multiple, disjunctive violations of the law as set forth herein.

**COUNT VII  
FALSE FILINGS (CHAPTER 309)  
(WE PUSH FOR PEACE)**

128. The AGO restates and incorporates the allegations above.

129. Minn. Stat. § 309.53, subdiv. 1 states that “[e]very charitable organization that is required to file or that files a registration statement pursuant to section 309.52 shall file an annual report with the attorney general upon forms provided by the attorney general . . . .”

130. Minn. Stat. § 309.53, subdiv. 2 states in relevant part that “[s]uch annual report shall include a financial statement covering the immediately preceding 12-month period of operation . . . .”

131. Minn. Stat. § 309.53, subdiv. 3a states that a “federal tax return may be filed in lieu of other financial statements if it is prepared in accordance with generally accepted accounting principles and meets the requirements for financial statements set forth in subdivisions 2, 3, and 4.”

132. Minn. Stat. § 309.53, subdiv. 3 states that “a financial statement shall include a balance sheet, statement of income and expense, and statement of functional expenses, shall be consistent with forms furnished by the attorney general, and shall be prepared in accordance with generally accepted accounting principles so as to make a full disclosure of the following, including necessary allocations between each item and the basis of such allocations:

- (a) total receipts and total income from all sources;
- (b) cost of management and general;
- (c) program services; [and]

. . . .

- (i) a list of the five highest paid directors, officers, and employees of the organization and its related organizations, as that term is defined by section

317A.011, subdivision 18, that receive total compensation of more than \$100,000, together with the compensation paid to each.

133. Minn. Stat. § 309.581 prohibits and provides for criminal penalties if a person “willfully and knowingly gives false information to the attorney general in statements, reports, or contracts required to be filed” under the Charitable Solicitation Act.

134. On November 20, 2024, We Push for Peace filed a financial statement with the AGO under Minn. Stat. § 309.53 covering its preceding 2023 financial year.

135. We Push for Peace’s 2023 financial statement failed to comport with generally accepted accounting principles, failed to “make a full disclosure” of, and contained known and material falsehoods of multiple items, including but not limited to:

- (a) Its total receipts and total income;
- (b) Its costs of management and general;
- (c) Its program service revenue; and
- (d) Its compensation for its highest paid directors, officers, and employees; including Pollard and McGuigan.

136. The above-referenced facts set forth multiple, disjunctive violations of the law as set forth herein.

**COUNT VIII  
FAILURE TO KEEP ACCURATE AND DETAILED BOOKS AND RECORDS  
(CHAPTER 309)  
(WE PUSH FOR PEACE)**

137. The AGO restates and incorporates the allegations above.

138. Minn. Stat. § 309.54, subdiv. 2 states that “[e]very person subject to sections 309.50 to 309.61 shall maintain, for not less than three years from the date of preparation, accurate and detailed books and records to provide the information required by sections 309.50 to 309.61. All such books and records shall be open to inspection at all reasonable times by the attorney general.”

139. From at least 2020, We Push for Peace was and continues to be a soliciting charitable organization subject to the Charitable Solicitation Act.

140. From at least 2020 until the AGO's investigation began, We Push for Peace did not keep accurate and detailed books and records necessary to comply with the Charitable Solicitation Act.

141. The above-referenced facts set forth multiple, disjunctive violations of the law as set forth herein.

### **RELIEF**

WHEREFORE, Plaintiff State of Minnesota, by its Attorney Keith Ellison, prays that the Court issue its order and judgment as follows:

1. Declaring that Defendants' acts and omissions as described in the Complaint constitute multiple, separate violations of Minn. Stat. chs. 309, 317A, and 501B;
2. Awarding the State injunctive relief and other equitable remedies under Minn. Stat. §§ 8.31, 309.57, 317A.751, 317A.813, and 501B.41;
3. Awarding the State monetary relief, including restitution, disgorgement, and all other available legal and equitable monetary remedies under Minn. Stat. §§ 8.31, 309.57, 317A.751, 317A.813, and 501B.41;
4. Awarding civil penalties pursuant to Minn. Stat. §§ 8.31, 309.57, and 317A.813 for each separate violation of Minnesota law;
5. Awarding the State its attorneys' fees, litigation costs, and costs of investigation as authorized by Minn. Stat. §§ 8.31, 309.57, and 317A.813;
6. Granting such other and further relief as the Court deems just and appropriate or that is allowed under Minn. Stat. chs. 8, 309, 317A, 501B, or the common law, including the *parens patriae* doctrine; and under the general equitable powers of

this Court, as necessary to remedy the harm and injury from Defendants' acts and omissions described in this complaint; and

7. Granting such further relief as provided for by law or equity, or as the Court deems appropriate and just.

Dated: May 8, 2026

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Attorney General  
State of Minnesota

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ATTORNEYS FOR STATE OF MINNESOTA

### **MINN. STAT. § 549.211 ACKNOWLEDGMENT**

The party on whose behalf the attached document is served acknowledges through its undersigned counsel that sanctions, including reasonable attorney fees and other expenses, may be awarded to the opposite party or parties pursuant to Minn. Stat. § 549.211.

Dated: May 8, 2026

/s/Carol R. Washington  
CAROL R. WASHINGTON (#0390976)  
Assistant Attorney General