

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

Case Type: Other Civil  
(Charitable Law Violations)

State of Minnesota, by its  
Attorney General, Lori Swanson,

Court File No. 27-CV-15-9043  
Hon. Bruce D. Manning

Plaintiff,

**AGREEMENT AND ORDER**

vs.

TVI, Inc., d/b/a Savers, and Apogee Retail,  
LLC,

Defendants.

WHEREAS, on May 21, 2015, the State of Minnesota, by its Attorney General, Lori Swanson ("State"), brought the above-entitled enforcement action against TVI, Inc., d/b/a Savers ("TVI"), and Apogee Retail, LLC ("Apogee");

WHEREAS, the State, TVI, Apogee, and Savers, LLC desire to resolve this matter through this Agreement and Order; and

WHEREAS, the State, TVI, Apogee, and Savers, LLC hereby agree to and stipulate to entry by the Court of this Agreement and Order with the following terms and conditions:

**I. REGISTRATION AS A PROFESSIONAL FUNDRAISER.**

1. Neither TVI, or Apogee, or any of their employees, agents, successors, assignees, affiliates, merged or acquired predecessors, parent or controlling entities, subsidiaries, or other persons acting in concert or participation with them, including but not limited to Savers, LLC,<sup>1</sup>

---

<sup>1</sup> Hereinafter, TVI, Inc., d/b/a Savers, Apogee Retail, LLC, and their employees, agents, successors, assignees, affiliates, merged or acquired predecessors, parent or controlling entities, subsidiaries, or other persons acting in (Footnote Continued on Next Page)

shall, whether doing so independently or through another entity, act as a professional fundraiser in Minnesota without first becoming properly registered to act in this capacity with the Minnesota Attorney General's Office ("AGO"). For purposes of this Agreement and Order, the term "professional fundraiser" has the meaning set forth in Minn. Stat. § 309.50, subd. 6, and includes but is not limited to any activities by Savers in which it plans, manages, advises, consults, or prepares materials for, or with respect to, any solicitation—as the term is defined in section 309.50, subd. 10 and also further includes use of any charitable organization's name, logo, trademark, or goodwill to market, induce, or otherwise promote sales of any goods or services sold by Savers, now or in the future—in Minnesota of contributions for a charitable organization. For purposes of this Agreement and Order, the term "contribution" has the meaning set forth in Minn. Stat. § 309.50, subd. 5 and includes but is not limited to property of any kind or value, including clothing, household goods, and other merchandise.

2. In becoming registered as a professional fundraiser to solicit contributions in Minnesota for a charitable organization Savers shall comply with the requirements of Minn. Stat. § 309.531. In addition to the fulfillment of all other requirements of that section, Savers shall:

- a. Fully and accurately complete the registration statement using the form prescribed by the AGO. Among other things, Savers shall disclose in its registration statement the names and addresses of any subcontractors that

(Footnote Continued from Previous Page)

concert of participation with them, now and in the future, including but not limited to Savers, LLC, will be collectively referred to as "Savers," said term being intended and is being used to refer to all such persons and entities, unless use of a different term is appropriate for clarity's sake. For purposes of this Agreement and Order it is expressly understood and agreed that TVI, Inc. shall become registered as a professional fundraiser in Minnesota before it may solicit on behalf of any charity (e.g., Epilepsy Foundation of Minnesota, Inc., Vietnam Veterans of America, Inc., Disabled American Veterans, Department of Minnesota, Inc.), including by suggesting that goods sold in its stores will benefit any charity.

it will use to provide services to or on behalf of the charitable organization or in connection with the fundraising solicitation campaign.

- b. Provide to the Attorney General's Office with its registration statement a copy of the contract between it and each charitable organization for which it intends to solicit contributions. Among other things, the contract shall disclose the percentage or a reasonable estimate of the percentage of the total amount solicited from each person which shall be received by the charitable organization for charitable purposes, as required by Minn. Stat. § 309.531, subd. 2(c)(3). The contract shall also clearly identify the services Savers will provide to the charitable organization, as required by Minn. Stat. § 309.531, subd. 2(c)(2). The contract shall also clearly identify the method and amount by which each charitable organization shall be compensated and shall specify any differences in the rate at which the charitable organization shall be compensated for donations picked up at donors' homes compared to donations dropped off by donors at donation centers or drop-boxes.
- c. Include with its registration application a full and complete "solicitation notice" using the form prescribed by the AGO. The solicitation notice shall fully and accurately describe all methods by which solicitations will be conducted.
- d. Savers shall ensure that each charitable organization on whose behalf it is acting certifies that the solicitation notice and accompanying material are true and complete to the best of its knowledge.



- e. Savers shall not use the name of or solicit on behalf of any charitable organization unless written authorization from two officers of the charitable organization has been filed with the AGO.
- f. Because Savers has custody of contributed goods from solicitations, it shall post the statutory bond required by Minn. Stat. § 309.531, subd. 2(a).
- g. Savers shall promptly file with the Minnesota Attorney General's Office truthful and accurate reports of all prior solicitation campaigns occurring in 2013 and 2014, as required by Minn. Stat. § 309.531, subd. 4 ("Report"). This provision shall apply regardless of whether or not Savers applies to become a professional fundraiser. If it does not so apply or withdraws its application, these required Reports shall be filed with the Minnesota Attorney General's Office within sixty (60) days of the entry of the Order approving this Agreement. The Report may include a Note in the form set forth in attached Exhibit A.

## **II. COMPLIANCE WITH LEGAL REQUIREMENTS APPLICABLE TO PROFESSIONAL FUNDRAISERS IN MINNESOTA.**

3. Savers shall, within ninety (90) days after a solicitation campaign has been completed and ninety (90) days following the anniversary of the commencement of a solicitation campaign lasting more than one year, file with the AGO a Report for that particular campaign for that particular charitable organization, as required by Minn. Stat. 309.531, subd. 4. The Report shall include the information required on the form prescribed by the AGO. The Report shall be signed by an authorized representative of Savers and an authorized official from the charitable organization, who shall certify under oath that it is true to the best of their knowledge. Among other things, the Report shall accurately itemize the gross revenue received from and expenses

incurred in connection with the particular solicitation campaign. For purposes of this Agreement and Order, "revenue" shall encompass the total revenue received during a solicitation campaign before any deductions or allowances, such as payments to a charity, are distributed. "Solicitation" has the meaning set forth in Minn. Stat. § 309.50, subd. 10, including the "...request directly or indirectly for any contribution, regardless of which party initiates communication, on the plea or representation that such contribution will or may be used for any charitable purpose,...[including] oral or written requests, distribution, circulation, mailing, posting, or publishing of any handbill, written advertisement, or publication, the making of any...[public appeal or sale] which the public is requested to patronize or make a contribution...[and] the use of the name of any charitable [organization] in any offer or sale as an inducement or reason for purchasing any such item, or the making of any statement in connection with any such sale, that the whole or any part of the proceeds from any such sale will be used for any charitable purpose."

- a. Savers shall ensure that the information reported in the Reports described above reconciles with its trucking reports, collection logs, operation reports, and other business records used by the company to measure, track, and account for donated goods.
- b. For purposes of this Agreement and Order, a solicitation campaign shall include all solicitation activities performed by Savers for a charitable organization within one calendar year. Within ninety (90) days of the end of each solicitation campaign, Savers shall file a separate Report for each solicitation campaign conducted on behalf of each separate charitable

organization for whom Savers conducted solicitation activities during the calendar year to which the Report relates.

4. When soliciting contributions from Minnesota donors for a charitable organization, Savers shall provide pursuant to Minn. Stat. § 309.556, subd. 1 the following information:

- a. The name and location by city and state of the charitable organization on whose behalf the solicitation is being conducted;
- b. The tax deductibility of the contribution;
- c. A description of the charitable program for which the solicitation campaign is being carried out;
- d. Savers' name as filed with the Attorney General's Office; and
- e. Savers is a professional fundraiser.

For purposes of Paragraph 4(d) and 4(e), Savers shall use the name by which it is commonly known by the public in making these disclosures (e.g., "Savers," not TVI, Inc.)

5. Savers shall make the disclosures described in Paragraph 4 as follows:

- a. If the solicitation is made orally, Savers shall provide the information prior to requesting the contribution.
- b. If the solicitation is made in writing, Savers shall provide the information contemporaneously with its written request.
- c. If the solicitation is made by direct personal contact, Savers shall, in addition to orally disclosing the information, disclose the information prominently in a written document which shall be exhibited to the person solicited.



d. For the purposes of this Agreement and Order, the terms “solicit” or “solicitation” have the meaning set forth in Minn. Stat. § 309.50, subd. 10. Accordingly, Savers shall also prominently disclose when soliciting contributions from Minnesota donors the information set forth in Paragraph 4 above in all signage used in its stores, donation centers, and off-site donation drop boxes and locations and in all other written and oral communications that solicit donations of goods.

6. If a Minnesota donor asks Savers what portion or amount of their donated goods is paid to the charitable organization to which the donor intends to donate, Savers shall disclose the bulk purchase price it pays to the charitable organization (e.g., \$0.43 per cubic foot, \$0.10 per pound, etc.)

7. Savers shall provide information and training to all of its employees who have contact with donors in Minnesota, including but not limited to store clerks, donation center staff, telemarketers, and truck drivers, so that they are equipped to and actually make the disclosures required by Paragraphs 4 and 6.

### **III. ADMINISTRATION OF CHARITABLE ASSETS.**

8. Savers shall not solicit or accept donations of any goods or merchandise at a Minnesota location or from Minnesota donors for which it does not compensate the charitable organization on whose behalf the contribution was made. Among other things, Savers shall not solicit or accept donations of so-called “hard goods”—which Savers defines to include “everything that is not clothing, such as jewelry, toys, china, vases, furniture, televisions, and other household goods”—from Minnesota donors for which it does not compensate the charitable organization. If it accepts hard good donations, Savers must pay the charity directly

for each and every individual hard good donation and may not fail to do so by claiming that it pays the charity a higher rate for other donations.

9. Savers shall ensure that donations of goods at Minnesota locations or from Minnesota donors are properly labeled, tracked, and segregated such that it fully and accurately compensates the charity to which the donor intended to donate the goods for the donation of those goods. Savers shall not commingle goods that donors would expect to be credited to a particular charity with goods creditable to another charity. Among other things:

- a. If Savers picks up a donation from a donor at the Minnesota donor's home in response to a solicitation, it shall credit the donation to the charity on whose behalf the solicitation was made, unless the donor expresses a contrary intent, in which case Savers shall either honor the donor's intent or not accept the contribution.
- b. If Savers credits all donations at a particular Minnesota donation center or drop-box location to only one charitable organization, the company shall not at that location use or display logos, names, photos, or language that may lead donors to be unclear as to which charity their donations would benefit. For example, Savers shall not post signs stating that donations at a drive-up donation lane benefit two or more charitable organizations when they only benefit one charitable organization, nor shall it post signs at a drop-box stating that donations "benefit several non-profits" if donations only benefit one charitable organization. Savers shall not accept the donation of goods from a Minnesota donor who tells Savers he or she intends them to be credited to a particular charitable organization or who



would reasonably believe the goods would be credited to a particular charitable organization unless Savers has in place mechanisms to fully and accurately ensure that the donation is credited to that charity.

- c. If Savers accepts donations at a particular donation center or drop-box location on behalf of more than one charitable organization, it shall have in place effective systems and controls to ensure that all donations are credited to the charitable organization to which the donor intends to donate. If a donor drops off a donation in a location that accepts donations for more than one charitable organization, Savers shall ascertain from the donor his or her intent as to which charitable organization he or she intends to donate and attribute that donation to the charitable organization identified by the donor.

10. If any contract between Savers and charitable organization requires Savers to make “true up” payments to the charitable organization, relating to donations from Minnesota donors, Savers shall make such payments in a timely and accurate fashion.

#### **IV. ADDITIONAL DONOR TRANSPARENCY.**

11. Savers shall not, in mailings, advertisements, in-store signage, signage in and around donation centers and contribution drop-boxes, or otherwise, whether orally or in writing, use words or photos that may reasonably lead Minnesota donors to believe that Savers is a nonprofit organization or that it is an affiliate or arm of a nonprofit organization, including but not limited to suggesting that it is itself a charitable organization. For example, Savers shall not use the words “our,” “we,” or “us” in such a way that may lead donors to believe that the company is a charitable organization (e.g. it shall not use words like “your donations of clothing

and household items support our community services,” use the word “we” when describing the work of the charity, use words like “our nonprofits,” etc.) For the avoidance of doubt, Savers may use the words “our,” “we,” or “us” in such a way that does not lead donors to believe that the company is a charitable organization. Savers shall prominently display in signage in each store, and disclose in all written solicitations used with Minnesota donors, the following: “[Savers/Unique/Valu Thrift], a for-profit corporation, is a professional fundraiser in the State of Minnesota. [Savers/Unique/Valu Thrift] pays [charity] [dollar amount (e.g., 43 cents)] for each [unit of measurement (e.g., per pound)] of the goods you donate. For further information about how your donations support a local nonprofit, please ask a team member.”

**V. TELEMARKETING SOLICITATION CALLS.**

12. Savers shall comply with all provisions of the 2009 Assurance of Discontinuance between the AGO and Apogee (“Assurance”), when making telephone solicitations to residents of Minnesota on behalf of any charitable organization, including but not limited to the provisions that require Apogee to adopt procedures to ensure that potential contributors who ask to be placed on a “do not call” list are so identified and that calls to those households are discontinued and the provisions that require Apogee to ensure that solicitors do not use the terms “we,” “us,” or “ours” when describing the work of a charity and to clarify to potential donors that the solicitor is working for an outside company.

13. Savers shall regularly audit a sample of all solicitation phone calls placed to Minnesota residents to ensure its compliance with the Assurance and Minnesota law and shall take proper disciplinary action against any solicitor who fails on a repeated basis to comply with the Assurance and applicable law.

**VI. TAX DEDUCTIBILITY COMPLIANCE.**

14. Savers shall not distribute tax receipts to Minnesota donors on behalf of a charity when:

- a. the consumer intended his or her donation to benefit another charity;
- b. signage at the donation center or drop-box indicates or suggests that donations may benefit another charity; or
- c. the person donates in response to a solicitation request on behalf of another charity and does not, pursuant to Paragraph 9(a) above, express a contrary donation intent.

**VII. TRAINING, MONITORING, RECORD RETENTION, AND COOPERATION.**

15. Savers shall train all of its employees operating in Minnesota or having contact with Minnesota donors on the terms of this Agreement and Order and shall provide them with sufficient information about its terms and requirements so that they and the company comply with it.

16. Savers shall maintain for at least three (3) years business records to substantiate that it has paid each charitable organization the full and accurate amount due to it for donations made by Minnesota donors.

17. Savers shall periodically review and audit its implementation of the requirements outlined above to ensure compliance with those standards.

18. Savers shall cooperate with, respond to inquiries of, and provide information to the AGO in a timely manner as necessary for the AGO to review and monitor compliance with and enforce this Agreement and Order.



**VIII. PAYMENTS TO CHARITIES.**

19. Savers shall make the payments identified in Exhibit B to the charitable organizations listed in Exhibit B within 30 days of the date the Court approves this Agreement and Order. Such payments shall be in addition to any other amounts that may be due and owing to these charitable organizations.

**IX. MISCELLANEOUS PROVISIONS.**

20. Neither the fact that either party enters into this Agreement and Order, nor anything stated herein, shall be deemed to be or construed as a concession or an admission of anything.

21. Nothing in this Agreement and Order shall relieve Savers of its obligation to comply with all applicable Minnesota and federal laws and regulations.

22. This Agreement and Order may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

23. The persons signing this Agreement and Order for TVI, Apogee, and Savers, LLC warrant that the Boards of Directors of TVI, Apogee, and Savers, LLC have authorized the persons to execute this Agreement and Order, that TVI, Apogee, and Savers, LLC have been fully advised by their counsel before entering into the Agreement and Order, and that he or she executes this Agreement and Order in an official capacity that binds TVI, Apogee, and Savers, LLC and their successors.

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

Elizabeth B. Kremenak  
Assistant Attorney General  
Office of the Minnesota Attorney General  
445 Minnesota Street, Suite 1200  
St. Paul, Minnesota 55101

TVI, Inc., d/b/a Savers, and Apogee Retail, LLC  
c/o Michael Ensing  
11400 S. E. 6<sup>th</sup> Street  
Suite 220  
Bellevue, WA 98004

Marc E. Kasowitz  
Kasowitz, Benson, Torres & Friedman, LLP  
1633 Broadway  
New York, New York 10019

25. The failure of a party to exercise any rights under this Agreement and Order shall not be deemed to be a waiver of any right or any future rights.

26. This Agreement and Order, including any issues relating to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

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

28. Each of the parties is represented by counsel, participated in the drafting of this Agreement and Order, and agrees that the Agreement and Order's terms may not be construed against or in favor of any of the parties by virtue of draftsmanship.

29. Savers shall not state or imply, directly or indirectly, that the State of Minnesota or the AGO have approved of, condone, or agree with any actions by Savers or any charitable organization on whose behalf it operates.

30. The Court shall retain jurisdiction for purposes of enforcing the provisions of this Agreement and Order.

31. Upon the Court's approval of this Agreement and Order, the AGO hereby fully and completely releases Savers, and all of its employees and representatives, and Savers hereby fully and completely releases the AGO, and all of its employees and representatives, from any and all Claims (as defined below) that, in any way, relate to, involve, or arise out of the Lawsuit (as defined below) or Investigation (as defined below). The AGO through this Agreement and Order does not settle, release, or resolve any claim against any charitable organization or that organization's directors, officers, and employees. The AGO through this Agreement and Order also does not settle, release, or resolve any claim of any other person or entity involving any private causes of action, claims, and remedies including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31. The AGO through this Agreement and Order does not settle, release, or resolve any claim of any other Minnesota agency, department, official, or division.

- a. "Claims" means any and all claims, causes of action, lawsuits, demands, requests, rights, or any liability whatsoever, whether known or unknown, suspected or unsuspected, accrued or unaccrued, past, present, future, actual or contingent, including, but not limited to, claims or demands for attorneys' fees, damages, penalties, punitive damages, costs, interest, or expenses of any kind whatsoever and however denominated, for any transaction, action, interaction, failure to act, omission, representation, statement, communication or any other conduct occurring on or before the date of the Court's approval of this Agreement and Order, which in any way in whole or in part relates to, arises out of, involves, or evolves or emanates from, the Lawsuit or Investigation, and regardless of whether the



claim is civil (whether grounded in contract, tort, statute, or otherwise), regulatory, statutory, equitable and/or administrative; provided that “Claims” does not include any claims of the federal government.

- b. “Lawsuit” means the civil action commenced by the AGO against TVI, Inc., d/b/a Savers, and Apogee Retail, LLC on May 21, 2015. *See* Court File No. 27-CV-15-9043 (4<sup>th</sup> Jud. Dist.) “Lawsuit” includes allegations in the above-referenced pleadings or allegations that could have been raised by any party in such litigation.
- c. “Investigation” means the matters set forth in the November 2014 Compliance Review of Charitable Solicitation Contracts and Activities of Apogee Retail, LLC and Savers, LLC with True Friends Foundation, Lupus Foundation of Minnesota, Courage Kenny Foundation, and Vietnam Veterans of America, Inc. (“Compliance Report”), including but not limited to any documents, findings, conclusions, and allegations related thereto; the actions, processes, documents and activities relating to the investigation and review of the contracts and relationships of Savers, Epilepsy Foundation of Minnesota, Inc., Disabled American Veterans, Department of Minnesota, Inc., True Friends Foundation, Lupus Foundation of Minnesota, Courage Kenny Foundation, and Vietnam Veterans of America, Inc.; the investigation relating to the Lawsuit, including but not limited to any documents, findings, conclusions or allegations related thereto; the publication and issuance of the Compliance Report; and any other investigations, statements, communications, or

actions by or involving the AGO or its employees and representatives that in any way relate to Savers, including but not limited to any documents, findings, conclusions or allegations related thereto.



MINNESOTA  
JUDICIAL  
BRANCH

Dated: 6.25.15By TVI, Inc. d/b/a Savers  
Ken Alterman, its President & CEODated: 6.25.15By Apogee Retail, LLC  
Ken Alterman, its President & CEODated: 6.25.15By Savers, LLC  
Ken Alterman, its President & CEODated: 6.25.15LORI SWANSON  
ATTORNEY GENERAL  
STATE OF MINNESOTANATE BRENNAMAN  
Deputy Attorney GeneralBENJAMIN VELZEN  
Assistant Attorney GeneralBy: 

ELIZABETH B. KREMENAK

Assistant Attorney General

Atty. Reg. No. 0390461

445 Minnesota Street, 1200 Bremer Tower

St. Paul, MN 55101-2131

(651) 757-1723 (Voice)

**ORDER**

Based upon the foregoing Agreement and Order, IT IS SO ORDERED.

Date: JUNE 25, 2015  
JUDGE OF DISTRICT COURT**LET JUDGMENT BE ENTERED ACCORDINGLY**



# Exhibit A

Upon request this material can be made available in alternate formats.

**Mail To:**

Office of the Attorney General  
Charities/Civil Division  
Suite 1200, Bremer Tower  
445 Minnesota Street  
St. Paul, MN 55101-2130

**Website:** [www.ag.state.mn.us](http://www.ag.state.mn.us)

**STATE OF MINNESOTA****PROFESSIONAL FUND-RAISER  
SOLICITATION CAMPAIGN  
FINANCIAL REPORT****Professional Fund-Raiser Information****Charitable Organization Information**

Name of Professional Fund-Raiser	Name of Charitable Organization
Address of Professional Fund-Raiser	Address of Charitable Organization
City, State, and Zip Code of Professional Fund-Raiser	City, State, and Zip Code of Charity

1. Enter the dates of the campaign covered by this report: \_\_\_\_\_ through \_\_\_\_\_

2. Select the type(s) of fund-raising campaign (check all that apply):

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Telemarketing                  | <input type="checkbox"/> Publication/Magazine | <input type="checkbox"/> Show/Concert      |
| <input type="checkbox"/> Direct Mail                    | <input type="checkbox"/> Email                | <input type="checkbox"/> Event             |
| <input type="checkbox"/> Door-to-Door Solicitation      | <input type="checkbox"/> Website              | <input type="checkbox"/> Vending Business  |
| <input type="checkbox"/> Thrift Store                   | <input type="checkbox"/> Social Media         | <input type="checkbox"/> Vehicle Donations |
| <input type="checkbox"/> Discount Coupons               | <input type="checkbox"/> Radio                |  |
| <input type="checkbox"/> Other (Please describe): _____ |   |  |

3. Financial information reflects solicitation activity from (check one):

- |   |  |
|---|--|
| <input type="checkbox"/> Minnesota (Only) | <input type="checkbox"/> Nationwide Campaign |
|---|--|

4. Books and records used in the preparation of this report are in the care of (provide full name and address):

NAME

ADDRESS

**Mail To:**Office of the Attorney General  
Charities/Civil Division  
Suite 1200, Bremer Tower  
445 Minnesota Street  
St. Paul, MN 55101-2130**STATE OF MINNESOTA**  
**PROFESSIONAL FUND-RAISER**  
**SOLICITATION CAMPAIGN**  
**FINANCIAL REPORT**  
(Continued)**Website:** www.ag.state.mn.us**Name of Fund-Raiser****Name of Charitable Organization**

Dates of the campaign covered by this report: \_\_\_\_\_ through \_\_\_\_\_

**1. Revenue**

- a) Monetary contributions \_\_\_\_\_ a)
- b) Entertainment sales or admission charges \_\_\_\_\_ b)
- c) Sales from products \_\_\_\_\_ c)
- d) Advertisement sales \_\_\_\_\_ d)
- e) Membership fees \_\_\_\_\_ e)
- f) Vehicle sales \_\_\_\_\_ f)
- g) Fair market value of donated goods/property \_\_\_\_\_ g)
- h) Other sources (describe + include amount) \_\_\_\_\_ h)

i) **TOTAL REVENUE** (add lines 1a through 1h) \_\_\_\_\_ 1(i).**2. Total Amount Paid to Charity** \_\_\_\_\_ 2.**3. Total Amount Paid to Professional Fund-Raiser** (subtract line 2 from line 1i) \_\_\_\_\_ 3.**4. Percent of Funds Received by Charity From Solicitation Campaign** (divide line 2 by line 1i) \_\_\_\_\_ 4.**5. Total Uncollected Pledges** \_\_\_\_\_ 5.**6. Breakdown of Professional Fund-Raiser's Expenses in Carrying Out Campaign**

- a) Salaries and commissions \_\_\_\_\_ a)
- b) Payroll taxes \_\_\_\_\_ b)
- c) Employee benefits \_\_\_\_\_ c)
- d) Cost of entertainment \_\_\_\_\_ d)
- e) Postage \_\_\_\_\_ e)
- f) Telephone \_\_\_\_\_ f)
- g) Office rental \_\_\_\_\_ g)
- h) Rental of equipment \_\_\_\_\_ h)
- i) Facilities charge \_\_\_\_\_ i)
- j) Permits \_\_\_\_\_ j)
- k) Advertising \_\_\_\_\_ k)
- l) Website \_\_\_\_\_ l)
- m) Travel \_\_\_\_\_ m)
- n) Towing \_\_\_\_\_ n)
- o) Vehicle repairs/parts \_\_\_\_\_ o)
- p) Vehicle detailing \_\_\_\_\_ p)
- q) Vehicle registration fees \_\_\_\_\_ q)
- r) Other expenses (describe + include amount) \_\_\_\_\_ r)

s) **TOTAL EXPENSES** (add lines 6a through 6r) \_\_\_\_\_ 6(s).

Note: Estimated total profit from solicitation campaign is \$ \_\_\_\_\_. Amount paid to charity as a percentage of profit is \_\_\_\_\_ % [or] Estimated loss to professional fundraiser is \$ \_\_\_\_\_ vs. \$ \_\_\_\_\_ paid to the charity.

**Mail To:**

Office of the Attorney General  
Charities/Civil Division  
Suite 1200, Bremer Tower  
445 Minnesota Street  
St. Paul, MN 55101-2130

**Website:** [www.ag.state.mn.us](http://www.ag.state.mn.us)

**STATE OF MINNESOTA**  
**PROFESSIONAL FUND-RAISER**  
**SOLICITATION CAMPAIGN**  
**FINANCIAL REPORT**  
(Continued)



**CERTIFICATION**

I certify that the statements made in this Solicitation Campaign Financial Report are true and complete to the best of my knowledge.

**FOR THE PROFESSIONAL FUND-RAISER**

**FOR THE CHARITABLE ORGANIZATION**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

(Seal)

Notary Public \_\_\_\_\_

(Seal)

MINNESOTA  
JUDICIAL  
BRANCH



## **Exhibit B**

### **Payments Required by Paragraph 19**

Epilepsy Foundation of Minnesota: \$300,000.00.

Disabled American Veterans, Department of Minnesota, Inc.: \$300,000.00.

Vietnam Veterans of America: \$300,000.00.

Lupus Foundation of Minnesota: \$300,000.00.

Courage Kenney Foundation: \$300,000.00.

True Friends: \$300,000.00.

MINNESOTA  
JUDICIAL  
BRANCH