

STATE OF MINNESOTA  
COUNTY OF RAMSEY

DISTRICT COURT  
SECOND JUDICIAL DISTRICT

Case Type: Other Civil  
(Consumer Protection)

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

In the Matter of Last Resort Consulting LLC

**ASSURANCE OF  
DISCONTINUANCE**

WHEREAS, this Assurance of Discontinuance (“Assurance”) is entered into pursuant to Minn. Stat. § 8.31, subd. 2b, between the State of Minnesota, through its Attorney General, Keith Ellison (“Attorney General”), and Last Resort Consulting LLC (“Last Resort”);

WHEREAS, Last Resort is a Tennessee limited liability company with its primary mailing address at PO Box 1269, Seymour, TN 37865 and its secondary mailing address at 104 E. Old Andrew Johnson Highway, Suite 8, Jefferson City, TN 37760;

WHEREAS, Minnesota Statute § 8.31 vests the Attorney General with authority to enforce Minnesota’s laws respecting unfair, discriminatory, and other unlawful practices in business, commerce, or trade, including by bringing a civil action in Minnesota state court and pursuing injunctive relief, restitution and/or disgorgement, a civil penalty of up to \$25,000 per violation, and recovery of the State’s attorneys’ fees and costs;

WHEREAS, the Attorney General alleges that Last Resort marketed, sold, and provided “timeshare exit” services whereby Last Resort offers services to aid in the resolution, settlement, elimination, default, avoidance, or evasion of contractual payment obligations or other debt arising from existing timeshare arrangements to which Minnesota consumers were bound;

WHEREAS, the Attorney General alleges that Last Resort engaged in debt-settlement services with Minnesota consumers without first becoming registered with Minnesota’s Department of Commerce as required by Minn. Stat. § 332B.03;

WHEREAS, the Attorney General alleges that Last Resort performed for Minnesota consumers, and imposed charges or received payment from Minnesota consumers for, debt-settlement services without first executing written debt-settlement services agreements that complied with Minn. Stat. § 332B, as required by Minn. Stat. § 332B.06, and without first performing all of the services it agreed to perform, as required by Minn. Stat. § 332B.09;

WHEREAS, the Attorney General further alleges that Last Resort sent solicitation mailers to Minnesota consumers’ homes and engaged in sales presentations at a Minnesota hotel, thereby engaging in home solicitation sales and personal solicitation sales, and that these solicitation mailers failed to satisfy certain notices requirements and disclosure obligations required by Minn. Stat. §§ 325G.07–08 (requiring oral and written disclosure of 3-day right to cancel) and 325G.13

(requiring disclosure at initial contact of seller's name, business name, the identity of goods or services being sold, and that the seller wishes to sell such goods or services);

WHEREAS, the Attorney General alleges that the above-described alleged conduct violates Minn. Stat. §§ 332B.03-.12, 325G.06 *et seq.*, and 325G.12 *et seq.*;

WHEREAS, the Attorney General's Office was further investigating potential violations of the Minnesota Consumer Fraud Act, 325F.69-.70, False Statement in Advertising Act, Minn. Stat. § 325F.67, and Deceptive Trade Practices Act, Minn. Stat. § 325D.44, including potential misrepresentations related to Last Resort's ability to resolve effectively consumers' timeshare obligations;

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

WHEREAS, the Attorney General and Last Resort (collectively, the "Parties") desire to resolve fully this matter by entering into this Assurance;

NOW THEREFORE, the Parties hereby agree to entry of an order with the following terms and conditions:

### **REPRESENTATIONS AND WARRANTIES**

1. On October 10, 2024, Last Resort provided the Attorney General with a list of Minnesota consumers with whom Last Resort contracted, along with the amount of payments Last Resort collected from each Minnesota consumer on the list ("Minnesota Consumer List"). Adjustments to the list were communicated and confirmed by Last Resort via email on November 26, 2024.
2. Last Resort represents and warrants that the Minnesota Consumer List, as reported on October 10 and November 26, 2024, is a complete and accurate list of all Minnesota consumers with whom Last Resort has contracted, and that the payment amounts are accurate.
3. According to the Minnesota Consumer List, Last Resort contracted with five Minnesota consumers, who paid a total of \$51,644.74
4. The Attorney General relies upon Last Resort's representations and warranties in its investigation and resolution of this matter.

### **INJUNCTIVE RELIEF**

5. Last Resort, including its principals, officers, directors, employees, independent contractors, affiliates, subsidiaries, and successors, as well as other persons in active concert or participation with Last Resort (including any agents or affiliates who may have acted on its behalf or who may act on its behalf in the future) who receive actual notice of this order, shall comply with the following permanent injunctive terms and provisions:

6. Last Resort shall rescind any contracts it has in effect with any consumer listed on the Minnesota Consumer List within 10 days of the Court's acceptance of this Assurance. Last Resort shall not enforce the terms of any contract with any consumer on the Minnesota Consumer List.

7. Without first becoming registered as a debt settlement services provider pursuant to Minn. Stat. ch. 332B, Last Resort shall not hereinafter conduct any timeshare exit or other debt-settlement business, directly or indirectly, individually or in conjunction with any other person or entity in the State of Minnesota, including but not limited to collecting payments from, marketing to, selling to, and providing goods or services to consumers located in Minnesota related to exiting timeshares. For purposes of this Assurance, "timeshare exit or other debt-settlement business" shall refer to any service offered to aid in the resolution, settlement, elimination, default, avoidance, or evasion of contractual payment obligations or other debt arising from any Minnesota consumer's timeshare arrangement in exchange for payment(s) from consumers, as well as any other conduct as described in Minn. Stat. § 322B.02, subdivision 10.

8. Last Resort shall fulfill the terms of this Assurance, and all of its parents, subsidiaries, and successors shall be bound by this Assurance as if they had signed this Assurance, so as to accomplish the full relief contemplated by this Assurance. Last Resort shall not affect any change in its form of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition as a method or means of attempting to avoid the requirements of this Assurance.

### **MONETARY PAYMENT**

9. Within 90 days of the Court's acceptance of this Assurance, Last Resort shall pay to the Attorney General the sum of \$51,644.74 ("Monetary Payment") pursuant to Minnesota Statutes section 8.31. However, to the extent any individuals on the Minnesota Consumer List request a chargeback to a credit-card issuer related to any purchase on the Minnesota Consumer List before the date of the Monetary Payment, Last Resort will not contest the chargeback and may deduct from the Monetary Payment the amount of such chargeback upon the Attorney General's written confirmation that such chargebacks have been fulfilled and subject payments have been credited back to the Minnesota consumer's credit-card balance.

10. The Monetary Payment shall be made payable to the State of Minnesota and sent by check to Assistant Attorney General Adam Welle, Minnesota Attorney General's Office, 445 Minnesota Street, Suite 1200, St. Paul, Minnesota 55101. All or any portion of the Monetary Payment may be distributed to consumers by the Attorney General, in his discretion, pursuant to section 8.31. To the extent that identified consumers cannot be located or payment to such consumers is otherwise impracticable, the Attorney General may remit that portion of the monetary payment to the general fund of the State of Minnesota pursuant to sections 8.31 and 16A.151.

### **STAYED CIVIL PENALTY**

11. Last Resort shall pay a stayed civil penalty of \$50,000 to the Attorney General upon application to the Court, with an opportunity for Last Resort to respond to such application, and a finding by the Court indicating that Last Resort has violated any of the terms of this Assurance

and Order, or failed to provide the Attorney General with an accurate and complete list of Minnesota consumers with whom Last Resort contracted for the provision of goods or services related to exiting timeshares.

### GENERAL TERMS

12. Nothing in this Assurance shall relieve Last Resort of its obligation to comply with all applicable Minnesota and federal laws and regulations.

13. Per Minnesota Statute § 8.31, subd. 2b, this Assurance is not considered an admission of a violation for any purpose.

14. This Assurance may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement. This Assurance may be executed by facsimile or electronic copy in any image format.

15. The person signing this Assurance for Last Resort warrants that Last Resort has authorized the person to execute this Assurance and that he or she executes this Assurance in an official capacity that binds Last Resort and its subsidiaries and successors.

16. This Assurance constitutes the full and complete terms of the agreement entered into by Last Resort and the Attorney General.

17. The Parties agree that this Assurance, including any issues related to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

18. The Ramsey County District Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Assurance or, in the alternative, maintain any action within his legal authority for such other and further relief as he determines is proper and necessary for the enforcement of this Assurance. The parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance.

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

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

21. The facts alleged in this Assurance will be taken as true without further proof for the purposes of determining the nondischargeability of the State's monetary judgment, as ordered by this Assurance, in any bankruptcy proceeding.

22. The facts alleged in this Assurance establish all elements necessary to sustain an action by the Attorney General pursuant to section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A), and this Assurance will have collateral estoppel effect for such purposes.

23. Last Resort agrees that the Stayed Civil Penalty in Paragraph 11 of this Assurance, if imposed by any court, represents a civil penalty owed to the State of Minnesota, is not compensation for actual pecuniary loss, and, therefore, is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).

24. Last Resort understands that if a Court of competent jurisdiction holds that Last Resort has committed a violation of this Assurance, that such violation may subject Last Resort to sanctions for contempt pursuant to Minn. Stat. § 8.31, subdivision 2b, and that the Attorney General may thereafter, in his sole discretion, initiate legal proceedings against Last Resort for any and all violations of this Assurance.

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

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

27. Last Resort shall not state or imply, directly or indirectly, that the State of Minnesota or the Attorney General have approved of, condoned, or agree with any conduct or actions by Last Resort.

28. Last Resort shall notify its principals, officers, directors, agents, employees, affiliates, subsidiaries, and successors, and any other person in active concert or participation with Last Resort of the obligations, duties, and responsibilities imposed on them by this Assurance.

29. Last Resort agrees that the Attorney General, without further notice to Last Resort, may file this Assurance with the Ramsey County District Court on an *ex parte* basis, and that the Court may issue the Order below without further proceedings.

30. Service of notices required by this Assurance shall be served as follows or on any person subsequently designated by the parties to receive such notices:

Adam Welle, Assistant Attorney General  
Office of the Minnesota Attorney General  
445 Minnesota Street, Suite 1200  
St. Paul, Minnesota 55101

Last Resort Consulting LLC  
PO Box 1269  
Seymour, Tennessee 37865

31. On or before executing this Assurance, Last Resort shall provide the Attorney General its taxpayer identification number (TIN). Last Resort understands that it may be subject to a penalty if it fails to provide the Attorney General with its TIN pursuant to 26 C.F.R. 6723, 26 C.F.R. 6724(d)(3), and 26 C.F.R. 301.6723-1. Last Resort shall also cooperate in the Attorney General's Office's completion of Internal Revenue Service Form 1098-F by providing the

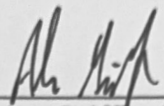
General's Office's completion of Internal Revenue Service Form 1098-F by providing the Attorney General by December 31, 2024, any additional necessary information requested by the Attorney General's Office.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Adam Welle  
Assistant Attorney General  
Minnesota Attorney General's Office

Date: 12/18/24

By:  \_\_\_\_\_

Alan Griffin, Director of Operations  
Last Resort Consulting LLC

**ORDER**

Having reviewed the terms of the foregoing Assurance of Discontinuance, which is incorporated herein by reference, and which the Court finds reasonable and appropriate, it is SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_

JUDGE OF DISTRICT COURT

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

Attorney General by December 31, 2024, any additional necessary information requested by the Attorney General's Office.

Date: December 18, 2024

By: /s/ Adam Welle  
Adam Welle  
Assistant Attorney General  
Minnesota Attorney General's Office

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Alan Griffin, Director of Operations  
Last Resort Consulting LLC

**ORDER**

Having reviewed the terms of the foregoing Assurance of Discontinuance, which is incorporated herein by reference, and which the Court finds reasonable and appropriate, it is SO ORDERED.

Date: December 20, 2024

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JUDGE OF DISTRICT COURT

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

