



STATE OF MINNESOTA

OFFICE OF THE ATTORNEY GENERAL

MIKE HATCH
ATTORNEY GENERAL

SUITE 1100
445 MINNESOTA STREET
ST. PAUL, MN 55101-2128
TELEPHONE: (651) 282-5700

March 2, 2001

Gerald B. Yost
Yost & Dokken, P.L.L.P.
2525 Centre Village
Minneapolis, MN 55415

Re: Termination of Special Attorney Appointment
Department of Revenue

Dear Mr. Yost:

In accordance with paragraph 6 of the attached Special Attorney Appointment, the Appointment is terminated seven days after the receipt of this letter. Thank you for your assistance regarding the Special Attorney Appointment.

Very truly yours,

ALAN I. GILBERT

Chief Deputy and Solicitor General

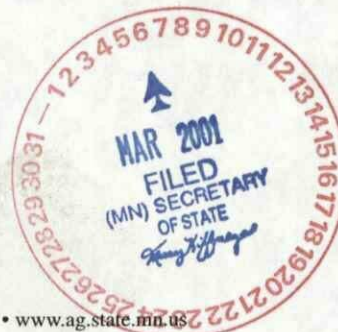
(651) 297-1096

Enclosure

cc: David E. Flowers, Assistant Attorney General
Gayle Monson, Department of Revenue
Susan Jaeger, Attorney General's Office
Secretary of State

(filed 4/13/95)

AG: 459280,v. 01



Facsimile: (651) 282-5832 • TTY: (651) 296-1410 • Toll Free Lines: (800) 657-3787 (Voice), (800) 366-4812 (TTY) • www.ag.state.mn.us

An Equal Opportunity Employer Who Values Diversity

♻️ Printed on 50% recycled paper (15% post consumer content)



0101562

**STATE OF MINNESOTA
OFFICE OF THE ATTORNEY GENERAL**

SPECIAL ATTORNEY APPOINTMENT

I, HUBERT H. HUMPHREY III, Attorney General of the State of Minnesota, by virtue of the authority vested in me by statute, and upon the request of the Department of Revenue (hereinafter referred to as the "Department") do hereby constitute and appoint

GERALD B. YOST
and the Law Firm of Yost, Stephenson & Sanford

of Minneapolis, Minnesota, as Special Attorneys to serve at the pleasure of the Attorney General specifically to provide legal services to the Department of Revenue subject to the terms and conditions set forth:

1. **DUTIES.** The Special Attorneys, who shall not be considered state employees and shall not be eligible for any state employee leave or other benefits except those expressly provided herein, shall assist in the collection of tax obligations referred from the Department through Payco-General Credits. Payco-General Credits has a valid contract with the State of Minnesota to assist the State in debt collection.
 - A. Under this appointment before any case is delegated to the special attorney a written referral must be received from the Department of Revenue; and
 - B. In cases in which the collection amount exceeds seven thousand five hundred dollars (\$7,500.00), approval to proceed must be received by the Manager of the Attorney General's Collections Litigation Division.
 - C. When the required approval(s) are acquired the Special Attorney may proceed to enforce the collection of the referred debt including serving summons and complaint with the following limitations:
 - 1) If the debtor(s) fails to answer the complaint, the Special Attorney is authorized to proceed to default judgment and other collection enforcement action.
 - 2) If the debtor(s) answers the summons and complaint, the Special Attorney shall immediately send a copy of the summons, complaint, answer and any other relevant information necessary for review of the case to the Manager of the Attorney General's Collections Litigation Division before any further legal action is taken. The Attorney General will determine whether the non-default case shall be handled by the Attorney General's Office or by the Special Attorney. If the case is retained and handled by

the Special Attorney, the Special Attorney will keep the Attorney General apprised of the case's progress.

2. **COMPENSATION AND EXPENSES.** As compensation for the satisfactory performance of the duties described, the Special Attorneys shall be compensated in the manner determined by any applicable agreement between the Special Attorneys and Payco-General Credits which has referred the underlying account(s) for collection. The Special Attorneys under no circumstances shall be entitled to compensation by or from the State of Minnesota, the Office of the Attorney General, or any other Minnesota state agency or entity.
3. **REPORTS.** The Special Attorneys shall make reports available for inspection upon request by the Attorney General or the Department setting forth in detail the activities regarding this appointment.
4. **AVOIDANCE OF CONFLICTS.** The Special Attorneys shall not undertake legal work for the State of Minnesota outside the scope of this or other special appointments and shall not represent a party involved in a claim, dispute or transaction of any kind which would create a conflict of interest for the Special Attorneys or the State of Minnesota unless and until the Special Attorneys have informed the Attorney General or his delegate of the proposed representation and received his written approval to proceed. The Special Attorneys also agree to inform their clients in any case involving a potential conflict.
5. **STATE AUDITS.** All records, documents and accounting procedures and practices of the Special Attorneys relevant to this appointment shall be subject to examination by the Attorney General, the Department of Revenue, the Department of Finance, and the Legislative Auditor.
6. **TERM.** This appointment is effective upon filing with the Secretary of State's Office, may be terminated by either party at any time by the giving of seven (7) calendar days written notice, and shall remain in effect until so terminated.

Executed in St. Paul, Minnesota, this ____ day of _____, 1995.

HUBERT H. HUMPHREY III
Attorney General

By: _____

JOHN R. TUNHEIM
Chief Deputy
Attorney General

the Special Attorney, the Special Attorney will keep the Attorney General apprised of the case's progress.

2. **COMPENSATION AND EXPENSES.** As compensation for the satisfactory performance of the duties described, the Special Attorneys shall be compensated in the manner determined by any applicable agreement between the Special Attorneys and Payco-General Credits which has referred the underlying account(s) for collection. The Special Attorneys under no circumstances shall be entitled to compensation by or from the State of Minnesota, the Office of the Attorney General, or any other Minnesota state agency or entity.
3. **REPORTS.** The Special Attorneys shall make reports available for inspection upon request by the Attorney General or the Department setting forth in detail the activities regarding this appointment.
4. **AVOIDANCE OF CONFLICTS.** The Special Attorneys shall not undertake legal work for the State of Minnesota outside the scope of this or other special appointments and shall not represent a party involved in a claim, dispute or transaction of any kind which would create a conflict of interest for the Special Attorneys or the State of Minnesota unless and until the Special Attorneys have informed the Attorney General or his delegate of the proposed representation and received his written approval to proceed. The Special Attorneys also agree to inform their clients in any case involving a potential conflict.
5. **STATE AUDITS.** All records, documents and accounting procedures and practices of the Special Attorneys relevant to this appointment shall be subject to examination by the Attorney General, the Department of Revenue, the Department of Finance, and the Legislative Auditor.
6. **TERM.** This appointment is effective upon filing with the Secretary of State's Office, may be terminated by either party at any time by the giving of seven (7) calendar days written notice, and shall remain in effect until so terminated.

Executed in St. Paul, Minnesota, this ____ day of _____, 1995.

HUBERT H. HUMPHREY III
Attorney General

By: _____
JOHN R. TUNHEIM
Chief Deputy
Attorney General

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

I, Gerald B. Yost, individually, and for the law firm of Yost, Stephenson & Sanford, do swear that we will support the Constitutions of the United States and of the State of Minnesota and that we will faithfully discharge the duties of the position of Special Attorneys under the terms and conditions of this appointment to the best of our judgment and ability.

YOST, STEPHENSON & SANFORD

By: _____
GERALD B. YOST

Subscribed and sworn to before
me this ____ day of _____, 1995.

NOTARY PUBLIC