

Moss & Barnett Advocate

"Minnesota Nice" Real Estate Transactions: Taxes, Recording, and Documentation

By John M. Schmid and Caroline A. Simonson



The Times and Crimes of Consumer Fraud: FCRA Best Practices for Identity Theft Claims

By Alylix K. Jensen

Identity Theft

A graphic of torn paper with the words "Identity Theft" printed on it. The number '3' is overlaid in the bottom left corner.

Attention Businesses: FinCEN Wants Your Information



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Moss & Barnett



"Minnesota Nice" Real Estate Transactions: Taxes, Recording, and Documentation

**John M. Schmid**

612-877-5254 | John.Schmid@lawmoss.com
LawMoss.com/people-john-m-schmid

John is a member of our Real Estate team. He primarily represents lenders that originate and service loans secured by real estate, including apartments, multifamily projects, and commercial and industrial properties.

**Caroline A. Simonson**

612-877-5383 | Caroline.Simonson@lawmoss.com
LawMoss.com/people-caroline-a-simonson

Caroline is a member of our Real Estate team. She primarily represents lenders who originate loans for multifamily housing projects around the country, which loans are then sold to Freddie Mac or Fannie Mae.

Like each other state in the nation, Minnesota has its own quirks when it comes to real estate transactions. True to our "Minnesota nice" nature, our real estate team often assists out-of-state sellers, purchasers, lenders, and attorneys navigate these state-specific requirements, to ensure each deal goes as smoothly as possible. Below are some of the most common Minnesota-specific issues we see in our practice:

1) Deed Tax: Minnesota imposes a tax on the recording of deeds and certain other instruments that convey title to real property in the state. Payment of deed tax is a seller cost and a condition to recording, and must either be stated on the deed or instrument or an exemption must be stated. Deed tax where the purchase price, minus the amount of liens that survive the conveyance, exceeds \$3,000 is currently calculated at .0033 of the net amount (.0034 in Hennepin and Ramsey Counties). If such net amount is \$3,000 or less, a minimum deed tax of \$1.65 (\$1.70 in Hennepin and Ramsey Counties) is imposed instead. Minnesota also requires an electronic certificate of real estate value ("**eCRV**") to be e-filed with the state department of revenue for any conveyances above the minimum deed tax threshold. An eCRV is also

required for contracts for deed (discussed at **7** in this article) above the same threshold, though contracts for deed are not themselves subject to deed tax; rather, the deed given once the contract is completed is subject to the tax. Lastly, some types of conveyances, including between related entities or in connection with mergers of business entities, are exempt from deed tax and eCRV altogether, and instead are only assessed the minimum deed tax amount.

2) Mortgage Registry Tax: Minnesota also imposes a tax on the recording of most mortgages encumbering real property in the state, called the mortgage registry tax ("**MRT**"). Payment of MRT is a borrower cost and a condition to recording and, significantly, must be fully paid in order to fully enforce a mortgage. MRT is currently .0023 (.0024 in Hennepin and Ramsey Counties) of the debt or portion of a debt that is secured by such mortgage. If the mortgage secures a revolving line of credit, MRT is payable on the maximum amount of the line of credit, even if the full amount is never advanced. No MRT is payable for a mortgage amendment or extension that alters a mortgage without securing a new debt or increasing the amount of the existing debt. If the amount of an existing debt is increased, additional MRT is payable only on the amount which exceeds the then-outstanding principal balance. Purchasing, amending, and restating an existing mortgage loan may result in substantial MRT savings to the borrower; however, it will also increase legal and other transaction costs, and so a cost-benefit perspective should be considered before deciding whether to amend-and-restate in Minnesota. MRT is not payable with respect to any indeterminate future advances that may be secured by the mortgage; however, if such amounts are later set forth in a recorded instrument, MRT will be due on such amounts at that time. If the mortgaged property is partially in Minnesota and partially out-of-state, MRT is only due on the amount of debt as stated in the mortgage to be secured by the Minnesota property. Lastly,

The Times and Crimes of Consumer Fraud: FCRA Best Practices for Identity Theft Claims

Identity Theft



Ayliz K. Jensen

612-877-5434 | Ayliz.Jensen@lawmoss.com
LawMoss.com/people-aylix-k-jensen

Ayliz is a member of our Financial Services team. She defends marketplace lenders, collection agencies, creditors, and other businesses in consumer litigation.

Identity Theft is on the Rise

Identity theft is at an all-time high. Opportunities for cybercriminals to steal or misuse personal financial information are becoming more prevalent with increased access to personal information online and the pervasive use of artificial intelligence, such as ChatGPT.

As one may expect, there is a direct correlation between the rise in identify theft and increased consumer credit reporting disputes submitted to credit reporting agencies. Commonly, furnishers of credit information ("**furnishers**") receive thousands of credit reporting disputes per month, but only a small percentage arises from legitimate claims of identity theft. It is often challenging for a furnisher to sift through these disputes and identify which disputes are made in good faith.

The Fair Credit Reporting Act

In 1970, Congress enacted the Fair Credit Reporting Act (the "**FCRA**"). The FCRA's primary purpose is to ensure fair and accurate credit reporting and to protect consumer privacy. Credit reporting agencies ("**CRA**s"), which are governed and regulated by the FCRA, are entities that collect consumer credit data from furnishers and use that information to prepare a consumer credit report.

Consumers who disagree with the information provided in their credit report may submit a dispute to the CRA that issued the report. The CRA is then legally obligated to forward the dispute to the furnisher. This is referred to as an automated credit dispute verification or ACDV. The receipt of an ACDV by a furnisher triggers the furnisher's statutory obligation to conduct an investigation with respect to the disputed information. This function of the FCRA serves as an important tool to assist victims of identity theft.

Furnishers' Duties Under the Fair Credit Reporting Act

To satisfy its duty to investigate, the furnisher must demonstrate it followed the FCRA's protocol, which includes:

- 1) Conducting an investigation;
- 2) Reviewing the relevant information provided by the CRA;
- 3) Reporting the results of the investigation to the CRA;
- 4) If information is found to be incorrect, the furnisher must report the results to all CRAs that the initial information was reported to; and
- 5) If the information is incorrect, the furnisher must modify, delete, or permanently block the reporting of the information.

The FCRA does not define "investigation," nor does it outline what steps a furnisher must take to investigate a dispute received from a CRA. Rather, federal appellate courts have held that a "reasonable" investigation is required to determine whether disputed information can be verified. What constitutes a "reasonable" investigation for purposes of the FCRA depends on the nature of the dispute, the actions taken, and, if the subject of litigation, the court in which the lawsuit is pending.

For these reasons, it can be challenging to craft a blanket policy regarding best practices for investigating disputes. Any such policy must account for differing court decisions from across the country. What is "reasonable" for one appellate court may not be reasonable for another court.

Investigating Claims of Identity Theft in Compliance with the FCRA

A survey of relevant court decisions suggests that a more thorough investigation may be required if a consumer's dispute includes a claim of identity theft, particularly when the dispute includes an identity theft affidavit or a copy of a police report.

Attention Businesses: FinCEN Wants Your Information

The U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") will require many businesses to report ownership and control information in 2024. Historically, federal law enforcement has lacked a comprehensive centralized database of ownership and control for companies conducting business in the U.S. The Corporate Transparency Act ("CTA") will take significant steps to build such a database through the implementation of the Business Information Reporting Rule (the "BOI Reporting Rule").

Reporting obligations with FinCEN will be mandatory and ongoing for "Reporting Companies," a term more fully described below. While companies existing prior to January 1, 2024, will have the entire year to comply, Reporting Companies formed after that date will have short compliance deadlines to electronically file with FinCEN.

What is a Reporting Company?

The basic definition of "Reporting Company" is broad and includes both domestic and certain foreign companies. A "Domestic Reporting Company" is any entity created by the filing of a document with a secretary of state or similar office under the laws of a State or Indian Tribe. These are typically corporations and limited liability companies. A "Foreign Reporting Company" is any entity created outside of the U.S. that has registered to do business with a secretary of state or similar office.

Whose Information is Targeted in the Reporting?

Each Reporting Company will be required to electronically report information to FinCEN regarding two types of individuals: (1) those holding an ownership stake of at least 25% percent; and (2) those who can exert control over the Reporting Company. Individuals who exert control will include directors, governors, senior officers and managers, and less obvious control persons, such as those who have the power to elect directors.

Who is Exempt from Reporting?

The exemptions generally fall into three categories: (1) the highly regulated; (2) the tax exempt (non-profits and their supporting



entities); and (3) the large company (as defined in the CTA). Highly regulated entities include banks, insurance companies, investment companies, and publicly traded companies. The large company exemption generally will only apply if a company has \$5 million or more in sales reflected on its prior year tax return, not less than 20 full-time employees working in the U.S., and a domestic office location. Wholly owned subsidiaries of certain exempt companies are also exempt.

What are the Deadlines for Compliance?

Reporting Companies formed prior to January 1, 2024, must comply before January 1, 2025. Those formed on or after January 1, 2024, but before January 1, 2025, will be required to make their first filing within 90 days of formation. On and after January 1, 2025, the first filing deadline reverts to 30 days. Once reporting starts, each subsequent reportable event (e.g., election of new directors) must be reported to FinCEN within 30 days.

What are the Penalties for Non-compliance?

FinCEN can impose a penalty of \$500 per day, up to \$10,000, for non-compliance. The CTA also provides for criminal penalties for knowingly and willfully filing false information.

Conclusion

This article is intended to provide a general overview of the new rules. If you have questions about how to prepare your company for the CTA, please contact your Moss & Barnett attorney. Otherwise, we will be reaching out to our active clients in 2024 to help them navigate the requirements of the BOI Reporting Rule.

Alerts

1 Unappealing Property Tax Statement? Let's Appeal. File by April 30, 2024

By now, you have likely received your property tax statement for this year and next year. Coming out of the COVID-19 pandemic, and the ambiguities that it caused, we have seen many Minnesota counties implementing large property value increases on properties throughout the state. The unappealing part of a higher property valuation means your tax burden has also likely increased. As a result, an appeal of the increased valuation may be in order.

In Minnesota, anyone with an interest in real property is entitled to file a property tax appeal, often referred to as a petition, to contest the county's tax assessed valuation for taxing purposes.

If there is adequate support that the value of your property has been overstated, you may be able to reduce the resulting tax obligation. To appeal the property taxes you owe this year, an appeal must be filed on or before **April 30th** of the year in which the taxes are owed. For example, property taxes payable in 2024, which were set on January 2, 2023, must be appealed on or before **April 30, 2024**.

If you believe that your property's assessed value is higher than it should be, or is unequally valued in relation to nearby properties, please do not hesitate to contact your Moss & Barnett attorney and, specifically, Moss & Barnett attorneys **Mike Etmund** or **Justin Boschwitz**.



"The Times and Crimes" Continued from Page 3

Below are general guidelines for conducting an investigation under the FCRA in connection with an identity theft claim:

- 1) Determine the scope of the investigation based on the information provided by the CRA, but generally, more than a few minutes should be spent on each investigation.
- 2) Ensure the investigator reviews all the information and documents provided by the CRA.
- 3) Depending on the complexity of the facts, consider contacting the creditor and claimant regarding the dispute, but be cautious not to "offload" the investigative obligations to the claimant.
- 4) Employ agents who have received comprehensive training, including more than just on-the-job training.

Conclusion

If your company furnishes information to credit reporting agencies, please contact one of the attorneys in our Financial Services group. They can assist with reviewing and analyzing your policies and practices related to conducting investigations under the FCRA.

We're Proud to Recognize

For over 125 years, our lawyers, paralegals, and professional staff have demonstrated dedication and tenacity in serving the needs of our clients. As we look to the future, our dedication strengthens, as does our appreciation for our clients and our community. Quality legal service is our profession, our business, and our privilege.



Board of Directors | 2023

Todd J. Anlauf
Lawyer

Elected by Minnesota Chapter of Lambda Alpha International (LAI) Land Economics Society



Inspire Award | 2023

Debra M. Bulluck
Lawyer

Awarded by Violence Free Minnesota



Award | 2023

Mary Frances Price
Lawyer

Awarded by Minnesota State Bar Association Elder Law Section



Entrepreneur of the Year | 2023

Shannon M. Wiger
Director of Business Development

Awarded by College of Saint Benedict

Midwest Real Estate News Lists Moss & Barnett Among Top Law Firms for Real Estate in 2023



Tim Gustin

Moss & Barnett is pleased to announce that, for the sixth consecutive year, *Midwest Real Estate News* named the firm among the top regional law firms for real estate in 2023.

Each year, *Midwest Real Estate News* issues its "Best of the Best" edition, which ranks the industry's top law firms from 14 Midwestern states.

Selection is based on the number of real estate transactions that occurred in the previous year within those states. Moss & Barnett had an impressive ranking of 14 out of 27 this year.

"We are honored to be recognized by *Midwest Real Estate News* as one of the leading real estate law firms in the Midwest. We are grateful for the many relationships that provide us with the opportunity to work on challenging and exciting transactions throughout the region."

- Tim Gustin, Chair, Moss & Barnett Real Estate Group

Four New Lawyers Join Our Team

Matt is a bankruptcy attorney with over 30 years of experience in bankruptcy law. He represents debtors and creditors under Chapters 7, 11, and 13 of the Bankruptcy Code, as well as numerous creditor committees in Chapter 11 cases. Matt has represented Chapter 7 trustees and other litigants in hundreds of cases over the years. His experience includes providing representation for the Chapter 7 trustee in one of the largest personal bankruptcy cases in Minnesota history. Matt received his J.D., *cum laude*, from William Mitchell College of Law and his B.A. from Pennsylvania State University.

Matthew R. Burton

612-877-5399

Matthew.Burton@lawmoss.com

Litigation

Business Law



Charles provides skilled, discerning, and ethical advocacy for, and advice to, professionals and companies. As a Co-Chair of Moss & Barnett's nationally acclaimed Professional Liability team, he focuses his practice on defending lawyers and accountants against malpractice and other professional liability actions, and on assisting professionals with licensing and compliance issues. Charles also advises CPAs and lawyers in risk management, compliance, and other issues. Additionally, he represents insurers in coverage issues and businesses in commercial litigation matters. Charles received his J.D., *cum laude*, from the University of Minnesota Law School and his B.A., *cum laude*, from Carleton College.

Charles E. Jones

612-877-5259

Charles.Jones@lawmoss.com

Professional Liability

Litigation



Rainey is a member of Moss & Barnett's Business Law team assisting clients with various corporate, business, and financial matters. Prior to joining Moss & Barnett, Rainey clerked for the Honorable Lisa Fair McEvers in the North Dakota Supreme Court. She received her J.D., *cum laude*, from the University of North Dakota School of Law where she served on the *North Dakota Law Review* and her B.S., *summa cum laude*, in Business Management from North Dakota State University.

Rainey C. Muth

612-877-5296

Rainey.Muth@lawmoss.com

Business Law



Randy has served on the Minnesota Chapter 7 panel since 1998 and the Minneapolis panel since 2003. During that time, he has served as trustee in over 15,000 cases and has been a plaintiff in hundreds of Adversary Proceeding actions. He has served as trustee in several notable Chapter 7 cases, including the cases of *Dennis Hecker* and *Petters Capital, LLC*. With his extensive experience in bankruptcy and bankruptcy litigation, Randy has developed a wealth of experience and knowledge about both the investigation and litigation of bankruptcy-related matters. He received his J.D., *cum laude*, from William Mitchell College of Law and his B.A., *cum laude*, from Michigan State University.

Randall L. Seaver

612-877-5398

Randall.Seaver@lawmoss.com

Litigation

Business Law



"Minnesota Nice" Continued from Page 2

if the mortgaged property is located in multiple Minnesota counties, MRT is paid in full on the first recording in the first county and does not need to be paid on subsequent recordings in other counties. Depending on the particular circumstances, certain legends and prescribed language are required by the MRT statutes to be added to the mortgage, and other customary MRT language is usually included within the mortgage to ensure MRT is appropriately addressed. Our firm is often called upon to resolve issues and questions relating to MRT.

3) Abstract Versus Torrens: Minnesota has two land title and recording systems. The first, and the default system across the state, is the "abstract" system in which documents are recorded with a county recorder. The second is the "Torrens" system in which documents are filed with a county registrar of title. Each Torrens property has a certificate of title which is conclusive proof of ownership, whereas abstract property ownership is determined by an examination of the chain of prior owners and other recorded interest holders. A Torrens certificate of title is subject only to seven standard statutory exceptions and any "Memorials" stated thereupon, so any subsequent liens, encumbrances, and interests need to be registered upon a Torrens certificate as and when they arise. For example, one of the standard statutory exceptions to Torrens title is any lease for a term not exceeding three years; so any lease for a term of three years or more should be registered upon the Torrens certificate to ensure public notice thereof. If a property is not registered as Torrens property, it is unregistered abstract property. Owners may convert abstract property to Torrens through a process called registration of title, either with or without court involvement. It is crucial that recordable transaction documents be recorded in the correct system. If a property is part abstract and part Torrens, documents must be recorded with both the county recorder and the county registrar, and if any part of a property is Torrens but documents are not filed with a county registrar, such recording is ineffective to give public notice. In Minnesota,

typically the legal description of a property will denote "abstract" or "Torrens," but if not, our office can assist with such determination and how to place documents correctly of record in any Minnesota county.

4) Mortgages: Minnesota is a mortgage state, not a deed of trust state. In addition to MRT (discussed at 2 in this article), Minnesota mortgages should address a handful of other state-specific issues. First, Minnesota mortgages should clearly state the maturity date of the debt secured because if a maturity date is not specified, the 15-year statute of limitations for foreclosure commences as of the date of the mortgage, rather than the maturity date. Second, if a mortgage secures a revolving line of credit, the maximum principal amount that may be advanced should be stated because even if the maximum is not advanced, such mortgage is effective as public notice for the stated maximum amount. Third, if the lender wants the option to foreclose non-judicially, also referred to as foreclosure "by advertisement," the mortgage must contain an acceptable power-of-sale clause (though mortgages may also be judicially foreclosed in Minnesota). Fourth, for commercial projects, the borrower should be required to waive the homestead exemption, to ensure that the mortgage can be fully enforced against the property and all improvements located thereon. Fifth, the mortgage should state that the property is not used for agricultural purposes because farmland is entitled to a longer redemption period in Minnesota, and foreclosure of farmland is subject to Minnesota's strict farmer-lender mediation requirements. Lastly, in Minnesota, a recorded mortgage will constitute a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code ("UCC"), and no separate financing statement will need to be recorded, provided the mortgage includes the required information as set forth in the UCC. Our office routinely reviews mortgage instruments for synchronization with Minnesota-specific requirements, and we are available to help review your mortgage forms as well.

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5) Assignments of Rents & Limited Receivers: Pursuant to Minnesota statutes, assignments of rents and profits generated by mortgaged real property are enforceable for most income-producing properties and can be and often are included in the mortgage instrument, though they may be in a separate recorded instrument. In 2012, Minnesota's receivership statutes were overhauled to permit a limited receiver to be appointed at any time after commencement of foreclosure to collect such rents and profits and apply them first in a specific order, and thereafter pursuant to the terms of the assignment. A well-drafted assignment will, on the one hand, incorporate and follow such statutes and, on the other hand, provide further and specific guidance as to how and to whom any remaining amounts should be paid. An assignment remains effective during foreclosure and throughout any redemption period following a foreclosure sale, even if all or part of the mortgage debt was extinguished, but only to the extent necessary to pay ongoing expenses of the property. We are available to review whether an instrument's assignment of rents and receivership provisions conform to these unique Minnesota requirements.

6) Purchase Agreement Cancellation: Unless both parties voluntarily agree to cancel a purchase agreement for real property, Minnesota statutes establish a formal process required to cancel such agreements, which process cannot be waived. For non-residential projects, if a seller desires to cancel a purchase agreement for an uncured buyer default, then the seller must personally serve upon the buyer a notice specifying such default and providing a 30-day notice and cure period (or longer period if required by the agreement). Service of such cancellation notice must be made in the same manner as a court proceeding, though in limited circumstances where the buyer is not able to be personally served, the seller may publish its notice in a legal newspaper for 90 days provided that any occupant of the project is also personally served within 30 days of the publication. For residential projects (defined as one to four

families), the formal process to cancel a purchase agreement is available to both seller and buyer along the same lines as above, except that cancellation occurs either after a 15-day notice and cure period, or after a 15-day period with no cure option (also known as a "declaratory" cancellation, which can only be overcome by court order). Also, for residential projects, any earnest money held under a cancelled purchase agreement is paid to the party completing the cancellation, regardless of any contrary provision in the agreement. For both non-residential and residential cancellations, the statutes provide the specific forms of cancellation notices, and failure to abide by the statutes may result in a purchase agreement not being legally terminated, which could have costly consequences. Our office can assist with ensuring that all the various formalities of purchase agreement cancellation are fully satisfied.

7) Contracts for Deed and Cancellation: While less common than they once were, we still encounter a fair number of contracts for deed as a means to convey Minnesota real property, particularly in connection with estate planning. In a contract for deed (known in other states as "installment contracts" or "conditional sales"), the seller retains fee ownership of the property as security for the buyer's installments of the purchase price, usually with interest, paid over time. When the contract for deed is paid in full, the seller transfers the property to the buyer. Neither deed tax nor mortgage registry tax (discussed at 1 and 2 in this article) apply to a contract for deed, and the general practice is to record all contracts for deed. If a buyer defaults on a contract, Minnesota permits the seller to cancel the contract, remove buyer from possession, and retain all payments previously made, much like foreclosure of a mortgage under power of sale and without judicial involvement. However, the same statutory process to cancel purchase agreements (discussed at 6 in this article) is also required to cancel contracts for deed, albeit with a few key differences: first, there is a 60-day notice and cure period (or longer period if required by the contract); second, it is general

Moss & Barnett in Our Community

Moss & Barnett Hosts Students from Blessed Trinity Catholic School

For the tenth year in a row, Moss & Barnett hosted students from [Blessed Trinity Catholic School](#) (Richfield, Minnesota) on December 11 and 12, 2023, for a morning education program on the law. This year, the firm hosted two separate classes (one of which is pictured). The students learned the difference between civil and criminal law, the way laws and rules of law come into effect, and how the legal process works. They also learned how to read a statute and how to read a court decision. The morning program was run like a law school class, with the students being asked questions at random, based on the materials they read in advance. The morning finished with a long trek on the skyway and lunch at a downtown Minneapolis restaurant.



We always enjoy it when Mr. Boyle and his eighth-grade students from Blessed Trinity come for their annual visit!

"Minnesota Nice" Continued from Page 9

practice (though not required) to record the contract cancellation notice because such recording is deemed by statute to be *prima facie* evidence of cancellation; and third, if the contract affects farmland, Minnesota's strict farmer-lender mediation requirements apply. Also, if a property is Torrens, an additional proceeding is generally undertaken to clear the cancelled contract from the certificate of title, and after five years a cancelled contract can be removed from the certificate solely by examiner's directive. Lastly, in 2021, Minnesota expanded certain protections for mortgage borrowers to include contract for deed buyers regarding "consultant" or "solicitor" scams, though this should not impact a seller's statutory cancellation process. As with purchase agreements, failure to abide by the statutes may result in a contract not being legally terminated. Our office can assist with all aspects of a contract for deed transaction, from preparation and recording through completion or cancellation.

- 8) **Uniform Conveyancing Blanks ("UCBs"):** Minnesota's commerce department provides on its website, available to the public, uniform blank forms of deeds, mortgages, contracts for deed, cancellations (including those discussed above), and other various instruments, notices, and affidavits. The commerce department has approved and recommended use of these UCBs in Minnesota, and all county recorders or registrars are familiar with and will accept the UCBs for recording purposes, provided the UCBs are not altered other than filling in blanks and checkboxes. This is a good resource for out-of-state practitioners, but it is still best practice to have an attorney review any documents prepared utilizing the UCBs, to confirm such documents satisfy any other state-specific requirements such as those discussed above.

Our Real Estate team is here to assist you with any real estate needs or questions you may have.

M&B Cares – A Year in Review

Our team at Moss & Barnett found ways to give back to our communities and engage in acts of service through our M&B Cares initiative. Here are the service projects we participated in 2023:

2023 Komen Minnesota Race for the Cure

M&B Cares sent a team of volunteers to the 2023 Komen Minnesota Race for the Cure which took place on May 14, 2023. The Race for the Cure is Komen's signature fundraising event. Our volunteers handed out Komen wraps to all participants to be used as interactive pieces in the Opening Ceremony. They roamed throughout the event site and made sure everyone had a wrap, which was very much appreciated on an especially cold and rainy race morning.

Thank you to our M&B Cares Volunteers: Audrey, Rose, and Lynn Holmen; Sara Buntin; Lori and Dan O'Donnell; Michael O'Donnell; Shelly Doerr; Sue Rivers; Phil and Peggy Rush; Maureen Montpetit; Monica Lash; Lori and Krista Turgeon; and Bridget and Darringer Funches.



2023 Urban League Twin Cities Annual Family Day Homecoming

Volunteers from the firm helped the Urban League Twin Cities put on their 33rd Annual Family Day Homecoming on August 26, 2023. This event strives to provide a stress-free day of fun for families and is meant to empower families as they learn of the resources and services that are available to them. Our team ran the Kid's Zone which included field games, face painting, and a bouncy slide. In addition, M&B Cares provided a cash donation to the Urban League for the event.

Pictured from left to right: Monica Lash, Joylina Distel, and Peggy and Phil Rush



2023 Shoes for Hennepin Healthcare Psychiatric Care Patients

M&B Cares learned that Hennepin Healthcare had no shoes to provide to adult inpatient psychiatric care patients as they are discharged, so the M&B Cares team ran a shoe drive for the month of November 2023. We wanted to make sure our neighbors had access to shoes and socks during their time of need.

Pictured from left to right: Tia Ronningen and Katie Daugherty



2023 Hope Academy Christmas Book Giveaway

M&B Cares purchased and gift wrapped 52 copies of *The Chronicles of Narnia* box set for the 7th grade students at Hope Academy. Hope Academy is a private inner-city school serving over 700 K-12 students in the Minneapolis area.

Pictured from left to right: Eric Tonder, Carrie Diaz, Maureen Montpetit, Cori Marsolek, and Sue Rivers



Moss & Barnett Spirit of Giving

While we pursue our professional goals, we also endeavor to improve the quality of life in our communities and around the world. Members of the Moss & Barnett team apply the same dedication to service by making significant contributions of their time and resources to charitable organizations important to all of us.

Hawai'i Community Foundation Maui Strong Fund

In keeping with the Moss & Barnett tradition of helping out with relief funding for community crises and major natural disasters, our board of directors determined to contribute to the **Hawai'i Community Foundation (HCF) Maui Strong Fund** to assist the people affected by the devastating wildfires that ravaged Maui in August 2023 by matching employee contributions up to \$10,000. The firm's employees stepped up to the plate and met that challenge, which the firm then matched. The wildfires have left a deep scar, taking away lives, homes, historical sites, places of employment, and more. HCF shared one example of the impact our and other contributions are having on the ground in Maui: Na Keiki o Emalia is a Maui organization offering direct grief support services for children, teens, and families affected by the Maui fires. The organization is offering peer-to-peer support groups for children and teens, and separate groups with their parents, while also providing toys, art activities, food, and other supplies through a drop-in space at its office near Maui Memorial Hospital. It is our wish that Maui emerges stronger than ever from this crisis.



Breaking Free and Simpson Housing Services

This holiday season, the women lawyers of Moss & Barnett purchased socks, underwear, personal hygiene products, women's hygiene products, and other essential needs for **Breaking Free** in St. Paul, Minnesota (serving victims and survivors of commercial sexual exploitation), and **Simpson Housing Services** in Minneapolis, Minnesota (serving the homeless population). It is our wish that these donations will make a real difference in the lives of many in our community.

"Breaking Free provides a comprehensive response to the complex problem of sex trafficking by providing services and housing to the victims, educating law enforcement and the judicial system, and raising public awareness. Supporting Breaking Free aids in the prevention of trafficking and implementing long-term social change."

- Jana Aune Deach, Moss & Barnett Director

*As we begin a New Year, all of us at
Moss & Barnett
gratefully pause and join together to say*

Thank You

and to wish you a happy and healthy New Year. May 2024 be an extraordinary one.

This past holiday season, in lieu of traditional cards and gifts, we made donations to the following organizations:

Al-Maa'uun Food Shelf at Masjid An-Nur Mosque
To provide food to families and individuals in need
(masjidannur.org)

Community Emergency Services Neighborhood Food Shelf
Transforming lives by serving neighbors, sharing resources, and becoming community (cesmn.org)

Catholic Charities Dorothy Day Center
Serving those most in need and advocating for justice in the community
(cctwincities.org/locations/dorothy-day-center)

Every Meal
Fighting child hunger by filling the food gaps children face on weekends, extended breaks, and summer
(everymeal.org)

Feeding Area Children Together (FACT) – St. Cloud/Sartell School Food Program
Providing meals free of charge to K-8 students who are in need of food
on weekends and over school breaks (Sartell.k12.mn.us/SMSsupport)

Good in the 'Hood
To influence, inspire, and impact individuals, families, and entire communities for good
(goodinthehood.org)

Jewish Family and Children's Services – Food Security Initiatives
Providing emergency and long-term food assistance including emergency food boxes, assistance
applying for SNAP, and connecting individuals and families with community food resources
(jfcsmpls.org/our-services/financial-assistance/)

Pathways 4 Youth (St. Cloud)
To create a world in which all youth will feel safe, valued, and
supported while reaching their full potential (pathways4youthmn.org)

Shiloh Cares Food Shelf
A health-based food shelf program for children and adults (cswcmpls.com)

St. Olaf Catholic Church Samaritan Ministry Food Shelf
To serve as a living sign in the heart of the city (saintolaf.org)



www.LawMoss.com

Minneapolis, MN

150 South Fifth Street
Suite 1200
Minneapolis, MN 55402
Telephone: 612-877-5000
Fax: 612-877-5999

St. Cloud, MN

3800 Eighth Street North
Suite 102
St. Cloud, MN 56303
Telephone: 320-654-4100
Fax: 320-654-4101

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