

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF OLMSTED

THIRD JUDICIAL DISTRICT

Case Type: Contract

Independent School District No. 535,
Rochester Public Schools,

Court File No _____

Plaintiff,

v.

SUMMONS

Cornerstone Technologies, LLC
d/b/a Cornerstone Technologies,

Defendant.

THIS SUMMONS IS DIRECTED TO: Cornerstone Technologies, LLC, 1000 Winding Brook Way, Fairburn, GA 30213.

1. YOU ARE BEING SUED. The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this Summons.

2. YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS. You must give or mail to the person who signed this Summons a **written response** called an Answer within 21 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this summons located at:

Squires, Waldspurger & Mace, P.A.
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402

3. YOU MUST RESPOND TO EACH CLAIM. The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.

4. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS. If you do not Answer within 21 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

5. LEGAL ASSISTANCE. You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**

6. ALTERNATIVE DISPUTE RESOLUTION. The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

**SQUIRES, WALDSPURGER, &
MACE P.A.**

Date: May 1, 2024

/s/ Zachary J. Cronen
Zachary J. Cronen, Atty. No. 0397420
Craig W. Hardie, Atty. No. 0504435
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402
Telephone: 612-436-4300
E-mail: zachary.cronen@raswlaw.com
craig.hardie@raswlaw.com

**ATTORNEYS FOR INDEPENDENT
SCHOOL DISTRICT NO. 535**

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF OLMSTED

THIRD JUDICIAL DISTRICT

Case Type: Contract

Independent School District No. 535,
Rochester Public Schools

Court File No. _____

Plaintiff,

v.

COMPLAINTCornerstone Technologies, LLC
d/b/a Cornerstone Technologies,

Defendant.

Independent School District No. 535, Rochester Public Schools (the “District” or “Plaintiff”), as and for its Complaint against Cornerstone Technologies, LLC (“Defendant”) hereby states and alleges as follows:

PARTIES

1. The District is a political subdivision of the State of Minnesota, organized and existing pursuant to Minnesota law, with all of the powers granted to it by law.
2. Defendant Cornerstone Technologies, LLC is a limited liability company providing IT asset management and recycling services with a principal place of business at 1000 Winding Brook Way, Fairburn, GA, 30213.

JURISDICTION AND VENUE

3. Jurisdiction is proper because Defendant consented to Minnesota as the exclusive jurisdiction governing any and all disputes arising from the Payment Plan

Agreement executed by the Parties on March 29, 2022, which is attached hereto as Exhibit A. Jurisdiction is otherwise proper because Defendant conducts business in the State of Minnesota and because a substantial part of the events or omissions giving rise to this cause of action arose in Minnesota.

4. Venue is proper under Minnesota Statutes Section 542.09 because a substantial part of the events or omissions giving rise to this cause of action arose in Olmsted County, Minnesota.

FACTUAL BACKGROUND

5. In early 2020, the District determined that it would sell several thousand Apple iPad Air Gen 1's (16GB) ("District iPads" or "devices") which were no longer needed for use by the District.

6. In an effort to receive the highest value in return, the District used a competitive bid process which allowed interested vendors to submit bid proposals detailing the buyback value of the District iPads.

The Parties Enter into a Contract for Sale

7. On March 30, 2020, the District officially requested bids from vendors for the sale and purchase of the District iPads, including several requirements for vendors to adhere to in submitting bids.

8. The District's request for bids included a requirement that all bids must include a purchase price for the lump sum of all devices the District is selling.

9. The District's request for bids included a requirement that all bids must include a "guarantee price now for buyback later."

10. Defendant Cornerstone Technologies, LLC, by and through its Chief Executive Officer, Bruce Manssuer (“Manssuer”), submitted two bids for the purchase of the District iPads—an original bid and an alternative bid.

11. Defendant’s original bid was for a guaranteed price of \$97.00 per iPad, for a total amount of \$523,800.

12. The alternative bid Defendant submitted relied on a pricing structure wherein Defendant would pick up all the iPads, give them a grade based on condition, and then pay the District based on the final rating of all iPads.

13. Defendant’s bid documents detailed that the pricing structure was dependent on giving each device one of four grades, and an associated dollar amount, based on condition—A (\$147.50), B (\$137.50), C (\$117.50), or D (\$97.00).

14. Defendant indicated that the alternative bid could be valued at up to \$796,500, depending on the condition of the devices and which grades they receive.

15. The District, through resolution of its School Board, accepted Defendant’s alternative bid for purchasing the District iPads on April 28, 2020, which created the original Contract for Sale (“Contract”) between the Parties.

16. The Parties agreed on all essential terms of the Contract at this time, including but not limited to the quantity of devices being sold and the pricing structure to determine the ultimate contract price.

17. The District fully expected the Defendant to perform its promise to pay the contract price in exchange for the District’s iPads.

Defendant Receives the District's iPads and Fails to Make Payment

18. During the months of May, June, and July 2020, Defendant, by and through its employees and/or agents, picked up many of the District iPads.

19. The total number of iPads the District had available for pickup was 3,442.

20. Defendant valued these iPads at \$371,765 based on its grading criteria, claiming that 100 percent of the iPads were in grade C or D condition.

21. Defendant did not provide any documentation to verify this grading other than a spreadsheet that detailed which iPads received which grade.

22. Defendant's bid documents expressly stated:

For this size project, we shall have the entire grading process, documentation and FULL guaranteed minimum payment provided within 14 days of pickup.

23. The District did not receive any documentation regarding the grading process within 14 days of pickup.

24. The District did not receive any payment within 14 days of pickup.

25. Thereafter, the District repeatedly reached out to Defendant via email correspondence to request payment according to the Contract, but to no avail.

26. On March 5, 2021, almost a year after the Parties entered into the Contract, the District's purchasing manager, Tanner Sorenson ("Sorenson"), reached out to Manssuer to inquire about payment for the District iPads, but received no response.

27. Sorenson reached out again on March 15, 2021, and Manssuer responded two days later by stating:

Good morning Tanner. I apologize for the delay in getting back with you. I will meet with my Technicians that handled this project and get back to you on the evaluation and outcome. **We'll start getting payments out right away.**

28. The District did not hear from Manssuer or Defendant Cornerstone again until May 5, 2021, when Manssuer stated that he will "...send the device grading spreadsheet tomorrow morning. I'll start getting some payments out by the end of the week..."

29. The District reached out to Manssuer regarding payment three more times on May 10, 24, and June 30, 2021.

30. Again, Defendant failed to make any payment whatsoever.

31. Because of the lack of communication and compliance with the Contract, Sorenson brought the issues to the attention of other District officials for consideration of next steps.

The Parties Enter into a Payment Plan Agreement

32. In October 2021, having received no payment from Defendant for over a year since the Contract was executed, the District, by and through its attorneys, put Defendant on notice of potential claims arising from breach of contract and demanded that it make payment in the amount of \$371,765, which was the full contract price.

33. Subsequently, the District began communicating with a debt servicing representative from Goldman & Wise¹ named Bill Hopson, who began facilitating payments from Defendant to the District.

34. Mr. Hopson relayed information from Manssuer that Defendant was experiencing substantial financial strain which caused it to fall into default on its obligations to the District.

35. The Parties began working out an agreement to establish installment payments for repaying what was due and owing to the District under the Contract.

36. The Defendant made two partial payments before an agreement was reached—one on November 29, 2021 in the amount of \$40,000 and one on February 28, 2022 in the amount of \$8,000.

37. The Payment Plan Agreement (“Agreement”) was fully executed by the Parties on March 29, 2022, at which point Defendant ratified the Contract by acknowledging that the Parties had formed a valid, legally enforceable contract when the District accepted Defendant’s bid on April 28, 2020. Ex. A, ¶ 1.

38. The Agreement provided that Defendant was to pay through installments \$300,000 of the original contract price of \$371,765.

39. Paragraph 5 provided that upon final payment by Defendant of the final installment outlined in the Agreement, the District would release Defendant from any liability, including liability for the full original contract price of \$371,765.

¹ Goldman & Wise is a business debt management corporation located in Duluth, Georgia that began working with Bruce Manssuer to manage Defendant Cornerstone Technologies’ debt to the District.

40. However, Paragraph 3 of the Agreement provided the following clause for missed payment and breach:

Missed Payment. If Cornerstone fails to make payment by any of the dates outlined in Paragraph 2 of this Agreement, this will constitute a material breach of this Agreement. In the event of a material breach, Parties agree that the repayment terms and settlement amount outlined in Paragraph 2 above will no longer be in effect and the District may seek to recover any and all damages available to it based on Cornerstone's failure to comply with the Contract, including but not limited to the full contract amount of Cornerstone's bid, and the District's costs, disbursements, and attorneys' fees incurred as a result of Cornerstone's failure to comply with the Parties' contract.

41. Likewise, in entering into the Agreement, Defendant admitted the fact it failed to make any payments to the District before November 2021, in breach of the Parties' Contract.

42. After crediting the \$48,000 in payments Defendant made to the District prior to entering into the Agreement, the total remaining amount to be paid to the District under the Agreement was \$252,000.

43. Under the Agreement, Defendant was required to make monthly payments to the District in the amount of \$8,000 beginning in March 2022.

44. Beginning in October 2022, the monthly payment amount increased to \$12,000 until the Agreement was supposed to be fully paid off by February 2024.

45. Defendant has consistently been in default of this Agreement from almost the day it was executed.

46. Paragraph 7 of the Agreement provided the following language with respect to costs and fees:

Responsibility for Costs. Each party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement, except that Cornerstone will pay the District's costs, expenses, and attorneys' fees pursuant to the provisions of Paragraph 3 in the event Cornerstone does not comply with the repayment terms outlined therein.

Defendant's Late and/or Missed Payments

47. Beginning in August 2022, Defendant has either been delayed in making payments, made insufficient payments, or completely missed payments.

48. The April 2022 payment was 4 days late.

49. The August 2022 payment was 4 days late.

50. The September 2022 payment was 29 days late.

51. The October 2022 payment was 11 days late.

52. Bill Hopson sent email correspondence to the District on December 7, 2022,

stating:

Cornerstone is aware that they are behind on their payment by a few weeks. Please note the November payment will be made on/or before December 20, 2022. In addition; know that the December payment will be paid by the end of the year December 31, 2022.

53. Despite the assurances, Defendant altogether failed to make a payment for the months of November and December 2022 until the District received payments of \$7,500 on February 2, 2023 and \$5,000 on April 5, 2023, both of which were less than the amount required under the Agreement.

54. Following the April 5, 2023 partial payment, Defendant has since failed to make any payments to the District whatsoever.

55. If Defendant would have made payments as described in the Agreement, its obligation to the District would have been discharged after a final payment for February 2024.

56. In total, Defendant has paid the District only \$124,500 for the sale of the District iPads, which is approximately one-third of the originally agreed-to contract price of \$371,765.

57. The total amount under the Contract for which the District has not received payment is \$247,265, which represents the total contract price of \$371,765 less the payments made by Defendant in the amount of \$124,500.

58. Defendant's default under the Contract and its consistent failure to make payments on time, or at all, under the Agreement has caused the District to incur substantial damages for which it seeks recovery.

Count One
Breach of Contract – Contract for Sale
U.C.C. § 2-709

59. The District incorporates by reference paragraphs 5-58 as if fully set forth herein.

60. The Parties' Contract, as a contract for the sale of goods, is governed by Article 2 of the Uniform Commercial Code.

61. When the District accepted Defendant's bid on April 28, 2020, the Parties formed a valid, written, and legally enforceable contract under U.C.C. § 2-204 in which

they agreed to all essential terms, including but not limited to, the quantity of iPads being sold and the price to be paid for them.

62. It is undisputed that Defendant ratified the Contract in Paragraph 1 of the Agreement entered into by the Parties on March 29, 2022, by acknowledging the Parties created a binding contract on April 28, 2020.

63. The District and Defendant were at all relevant times parties to the above-referenced legally enforceable Contract, the principal terms being that Defendant agreed to purchase, and the District agreed to sell, 3,442 District iPads, subject to a pricing evaluation for each device.

64. The District complied in all respects with its obligations under the Contract, including delivery of the District iPads to Defendant.

65. As part of the Contract, Defendant agreed that it would pay the District within 14 days of picking up the iPads.

66. Defendant, by taking possession of the District iPads but failing to make any payment for them until over a year after the Contract was formed, failed to perform its contractual obligation to make payment pursuant to U.C.C. § 2-301 and therefore materially and substantially breached the Contract.

67. Under U.C.C. § 2-709, the District is entitled to recover, together with any incidental damages, the price of goods accepted by Defendant, less any expenses saved.

68. As a direct result of Defendant's breach, the District has incurred damages under the Contract in excess of \$50,000.

69. Because of Defendant's breach of the Contract and the Agreement, the District has incurred additional costs and attorneys' fees in enforcing its contractual rights.

Count Two
Breach of Contract – Payment Plan Agreement
Common Law

70. The District incorporates by reference paragraphs 5-58 as if fully set forth herein.

71. The Parties' Agreement is governed by the common law.

72. On March 29, 2022, the Parties entered into the Payment Plan Agreement to set forth installment payments which Defendant would make to the District to satisfy its payment obligation arising under the original Contract. In furtherance of the Agreement, the District reduced Defendant's payment obligation from \$371,765 to \$300,000 in exchange for Defendant agreeing to make payment according to the schedule outlined in paragraph 2 of the Agreement.

73. In paragraph 4 of the Agreement, the Parties warranted that they had authority to enter into the Agreement.

74. The Parties voluntarily agreed to enter into the Agreement and be bound by its terms, as demonstrated in paragraph 6 of the Agreement.

75. The District fully performed its contractual obligation to reduce the total payment amount from \$371,765 to \$300,000 (with a credit for \$48,000) and expected full performance from Defendant.

76. Paragraph 3 of the Agreement provided the following clause for breach:

Missed Payment. If Cornerstone fails to make payment by any of the dates outlined in Paragraph 2 of this Agreement, this will constitute a material breach of this Agreement. In the event of a material breach, Parties agree that the repayment terms and settlement amount outlined in Paragraph 2 above will no longer be in effect and the District may seek to recover any and all damages available to it based on Cornerstone's failure to comply with the Contract, including but not limited to the full contract amount of Cornerstone's bid, and the District's costs, disbursements, and attorneys' fees incurred as a result of Cornerstone's failure to comply with the Parties' contract.

77. Defendant submitted late payments, in breach of the Parties Agreement, for the months of April, August, September, and October 2022.

78. Defendant failed to make any payment for the months of November and December 2022 until the District received payments of \$7,500 on February 2, 2023 (73 days late) and \$5,000 on April 5, 2023 (105 days late), both of which were less than the required amount.

79. Defendant has not made a single payment to the District, in breach of the Parties' Agreement, since April 5, 2023.

80. As a result, the District has incurred damages under the Agreement in excess of \$50,000.

81. While the general rule is that each party pays its own attorneys' fees, "Attorney fees are recoverable if authorized by statute or contract." *Riverview Muir Doran v. Jadt Devt. Group*, 776 N.W.2d 172, 179 (Minn. App. 2009) (internal citation omitted).

82. Paragraph 7 of the Agreement provided the following language with respect to costs and fees:

Responsibility for Costs. Each party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement, except that

Cornerstone will pay the District's costs, expenses, and attorneys' fees pursuant to the provisions of Paragraph 3 in the event Cornerstone does not comply with the repayment terms outlined therein.

83. Paragraph 3 of the Agreement (identified in Paragraph 76 above) provided that if Defendant breached the Agreement, the District would be entitled to seek recovery of attorneys' fees incurred as a result of Defendant's failure to comply with the Parties' Contract.

84. Because recovery of attorneys' fees is expressly authorized by contract, the District may recover attorneys' fees in this case.

85. As a direct result of Defendant's breach of the Agreement, the District has incurred additional costs and attorneys' fees in enforcing its contractual rights.

The District hereby demands a trial by jury.

WHEREFORE, the District prays for the following relief:

1. As to Count One, a judgment in favor of Plaintiff Independent School District No. 535, Rochester Public Schools against Defendant Cornerstone Technologies, LLC, in an amount in excess of \$50,000, together with costs and disbursements herein, pre-and-post judgment interest, reasonable attorneys' fees, and all other relief the Court deems just and equitable.

2. As to Count Two, a judgment in favor of Plaintiff Independent School District No. 535, Rochester Public Schools against Defendant Cornerstone Technologies, LLC, in an amount in excess of \$50,000, together with costs and disbursements herein, pre-and-post judgment interest, reasonable attorneys' fees, and all other relief the Court deems just and equitable.

3. For such other relief as the Court deems just and equitable.

**SQUIRES, WALDSPURGER, &
MACE P.A.**

Date: May 1, 2024

/s/ Zachary J. Cronen

Zachary J. Cronen, Atty. No. 0397420

Craig W. Hardie, Atty. No. 0504435

333 South Seventh Street, Suite 2800

Minneapolis, MN 55402

Telephone: 612-436-4300

E-mail: zachary.cronen@raswlaw.com

craig.hardie@raswlaw.com

**ATTORNEYS FOR INDEPENDENT
SCHOOL DISTRICT NO. 535**

MINNESOTA
JUDICIAL
BRANCH

ACKNOWLEDGMENT

The undersigned hereby acknowledges costs, disbursements and reasonable attorney and witness fees may be awarded to the party against whom the allegations in this pleading are asserted pursuant to Minnesota Statutes Section 549.211, subdivision 2.

**SQUIRES, WALDSPURGER, &
MACE P.A.**

Date: May 1, 2024

/s/ Zachary J. Cronen

Zachary J. Cronen, Atty. No. 0397420

Craig W. Hardie, Atty. No. 0504435

333 South Seventh Street, Suite 2800

Minneapolis, MN 55402

Telephone: 612-436-4300

E-mail: zachary.cronen@raswlaw.com

craig.hardie@raswlaw.com

**ATTORNEYS FOR INDEPENDENT
SCHOOL DISTRICT NO. 535**

MINNESOTA
JUDICIAL
BRANCH

PAYMENT PLAN AGREEMENT

This Payment Plan Agreement (“Agreement”) is entered into between Independent School District No. 535, Rochester (“District”) and Cornerstone Technologies, LLC (“Cornerstone”).

WHEREAS, on March 30, 2020, the District sent a request for bids to vendors for the sale of District iPads that were no longer needed by the District;

WHEREAS, Cornerstone submitted two bids for the purchase of the District iPads – an original bid and an alternative bid;

WHEREAS, on April 28, 2020, the District accepted Cornerstone’s alternative bid purchase the District iPads;

WHEREAS, the District’s acceptance of Cornerstone’s alternative bid created a binding contract between the parties (the “Contract”);

WHEREAS, pursuant to Cornerstone’s bid documents and the Contract, Cornerstone agreed to provide payment to the District within 14 days of picking up the District iPads;

WHEREAS, Cornerstone picked up the District iPads on five occasions between June 2020 and February 2021;

WHEREAS, prior to November 2021, Cornerstone failed to remit any payment to the District for the District iPads despite repeated attempts by the District to communicate with Cornerstone to collect the payment;

WHEREAS, after the District’s attorney sent Cornerstone a letter on November 18, 2021, demanding payment and putting it on notice of possible legal claims the District may bring, Cornerstone submitted an initial partial payment to the District on November 29, 2021 of \$40,000.00;

WHEREAS, on February 28, 2022, Cornerstone submitted a second partial payment to the District of \$8,000.00;

WHEREAS, the District and Cornerstone now wish to enter into a repayment plan agreement outlining the manner in which Cornerstone will pay for the iPads the District provided pursuant to the Contract.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

1. **Contractual Obligation.** Cornerstone agrees that the District's acceptance of Cornerstone's alternative bid on April 28, 2020, created a binding contract between the parties.
2. **Repayment Plan Amount.** Cornerstone will pay the District three hundred thousand dollars (\$300,000.00) for the amount owed to the District pursuant to the Contract. Cornerstone's November 29, 2021 and February 28, 2022 partial payments to the District of a total of forty-eight thousand dollars (\$48,000.00) will be credited against this amount. The remaining balance of two hundred fifty-two thousand dollars (\$252,000.00) will be due and payable as follows:

<u>Date</u>	<u>Amount</u>
1. March 21, 2022	\$8,000.00
2. April 21, 2022	\$8,000.00
3. May 21, 2022	\$8,000.00
4. June 21, 2022	\$8,000.00
5. July 21, 2022	\$8,000.00
6. August 21, 2022	\$8,000.00
7. September 21, 2022	\$8,000.00
8. October 21, 2022	\$12,000.00
9. November 21, 2022	\$12,000.00
10. December 21, 2022	\$12,000.00
11. January 21, 2023	\$12,000.00
12. February 21, 2023	\$12,000.00
13. March 21, 2023	\$12,000.00
14. April 21, 2023	\$12,000.00
15. May 21, 2023	\$12,000.00
16. June 21, 2023	\$12,000.00
17. July 21, 2023	\$12,000.00
18. August 21, 2023	\$12,000.00
19. September 21, 2023	\$12,000.00
20. October 21, 2023	\$12,000.00
21. November 21, 2023	\$12,000.00
22. December 21, 2023	\$12,000.00
23. January 21, 2024	\$12,000.00
24. February 21, 2024	\$4,000.00

The parties expressly agree that this agreed-to amount is a compromise of the outstanding balance the District is owed under the Contract.

3. **Missed Payment.** If Cornerstone fails to make payment by any of the dates outlined in Paragraph 2 of this Agreement, this will constitute a material breach of this Agreement. In the event of a material breach, Parties agree that the repayment terms and settlement amount outlined in Paragraph 2 above will no longer be in effect and the District may seek to recover any and all damages available to it based on Cornerstone's failure to comply with the Contract, including but not limited to the full contract amount of Cornerstone's bid, and the District's costs, disbursements, and attorneys' fees incurred as a result of Cornerstone's failure to comply with the parties' contract.
4. **Authority.** The Parties represent and warrant that they have authority to enter into this Agreement.
5. **Release of Claims.** Upon the full and final payment of all payments made pursuant to Paragraph 2, the District will release and forever discharge Cornerstone, its owners, agents, assigns, employees, volunteers, or any other person or entity associated in interest with Cornerstone, from any and all compensation, actions, causes of action, liability, claims and demands whatsoever, that now exist or may hereafter exist, as a consequence or by reason of any damage, loss, or injury, known or unknown, which has been or may hereafter be sustained by the undersigned in consequence of or in any way arising out of Cornerstone's purchase of the District iPads. This Release expressly includes all compensation and damages known or unknown, suspected or unsuspected, anticipated or unanticipated, which have occurred or which may occur in the future and which are in any way or manner caused by or related to Cornerstone's purchase of the District iPads.
6. **Voluntary Agreement.** The parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. Each party is voluntarily choosing to enter into this Agreement because of the benefits that are provided under this Agreement.
7. **Responsibility for Costs.** Each party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement, except that Cornerstone will pay the District's costs, expenses, and attorneys' fees pursuant to the provisions of Paragraph 3 in the event Cornerstone does not comply with the repayment terms outlined therein.

Signature: Jean Marvin
Jean Marvin (Mar 25, 2022 16:35 CDT)

Email: jemarvin@rochesterschools.org

Signature: Don Barlow
Don Barlow (Mar 29, 2022 12:07 CDT)

Email: dobarlow@rochesterschools.org

- 8. **Choice of Law, Forum and Severability.** This Agreement is governed by the laws of the State of Minnesota regardless of Cornerstone’s domicile or status as an entity registered any other state. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.
- 9. **Equal Drafting.** In the event any party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.
- 10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to this matter. No party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement are valid unless they are in writing and signed by all parties.
- 11. **Signatures.** This Agreement may be signed in counterparts, and a copy of this Agreement will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. By signing below, each party specifically acknowledges that it has read this Agreement; that it has been advised to review the terms of this Agreement with legal counsel; and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

CORNERSTONE TECHNOLOGIES, LLC

Dated: February 25, 2022 *Bruce Manssuel*
By: Bruce Manssuel
Its: CEO

INDEPENDENT SCHOOL DISTRICT NO. 535, ROCHESTER

Dated: Mar 25, 2022 Jean Marvin
School Board Chair

Dated: Mar 29, 2022 Don Barlow
School Board Clerk









Attachment A - Payment Plan Agreement with Cornerstone Technologies

Final Audit Report

2022-03-29

Created:	2022-03-25
By:	Christina Rudlong (chrudlong@rochesterschools.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAH4qCMUrEtaDICuBC_2MgHMLipCHgVtyU

"Attachment A - Payment Plan Agreement with Cornerstone Technologies" History

-  Document created by Christina Rudlong (chrudlong@rochesterschools.org)
2022-03-25 - 6:53:01 PM GMT
-  Document emailed to Jean Marvin (jemarvin@rochesterschools.org) for signature
2022-03-25 - 6:56:32 PM GMT
-  Email viewed by Jean Marvin (jemarvin@rochesterschools.org)
2022-03-25 - 9:34:14 PM GMT
-  Document e-signed by Jean Marvin (jemarvin@rochesterschools.org)
Signature Date: 2022-03-25 - 9:35:58 PM GMT - Time Source: server
-  Document emailed to Don Barlow (dobarlow@rochesterschools.org) for signature
2022-03-25 - 9:36:00 PM GMT
-  Email viewed by Don Barlow (dobarlow@rochesterschools.org)
2022-03-29 - 5:04:51 PM GMT
-  Document e-signed by Don Barlow (dobarlow@rochesterschools.org)
Signature Date: 2022-03-29 - 5:07:26 PM GMT - Time Source: server
-  Agreement completed.
2022-03-29 - 5:07:26 PM GMT