



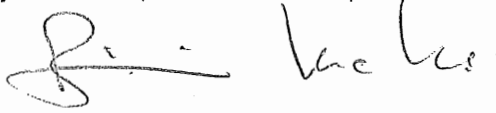
Legislative Advisory Commission Request Form Non Federal (7260-01)

400 Centennial Building, 658 Cedar Street, Saint Paul, Minnesota 55155

NOTE: See instructions on reverse side before filling out this form.

Department, Agency, Program/Activity Council for Minnesotans of African Heritage (CMAH)				Date 10/22/2015
Title of Request: CMAH legal defense request funding from the LAC				Amount Requested \$100,000.00
FY 2016	Fund 1000	From Appr FinDeptID G9R13002	Appr ID G9R0007	Appr Name General Contingent Account
Legal Reference (Must be completed)	Laws 15	Chapter 077	Section 01	Subdivision 030
FY 2016	Fund 1000	To Appr FinDeptID G9L1000	Appr ID G9L1100	Appr Name MN African Heritage Council
Legal Reference (Must be completed)	Laws 15	Chapter 077	Section 019	Subdivision 000
Type of Request (check one) <input checked="" type="checkbox"/> Emergency Request <input type="checkbox"/> Other LAC Action				
<p>Brief Summary of Request: This request from the Council for Minnesotans of African Heritage (formerly Council on Black Minnesotans) is for purposes of settling the Rebecca Johnson v. Council on Black Minnesotans et al. lawsuit. Rebecca Johnson, a former employee, alleging discrimination based on race, national origin and age, is bringing the suit. She has also brought claims of defamation and negligence (sec. 1981 & 1983 claims). The Council has a very small annual budget and is unable to settle this case using only its funds. The Council is contributing \$50,000 of its modest \$396,000 annual budget to fund the settlement. The total amount the case is settling for is \$200,000 with \$50,000 being sought through the tort claims account. Any additional amounts would impair the Council's ability to continue its operations. The Council has determined it is in its best interest to settle the case now before costs increase with trial preparation and given the unpredictability of jury trials.</p>				
<p>Nature of the Urgency: The initial, pre-suit demand in the case was \$595,000. At mediation, plaintiff modified her demand to \$395,000. This case involves complex legal issues including testimony and affidavits adverse to the Council's interests. Because of the various testimony and affidavits, the Council is unable to seek summary judgment on all claims. Because the Council is unable to seek summary judgment, the case would proceed to a jury trial on December 21, 2015. Plaintiff's counsel is unwilling to move the trial date. The Plaintiff signed the settlement agreement on 10/23/2015. The agreement provides that payment must be issued to the plaintiff with 30 to 45 days of 10/23/2015.</p>				
<p>Alternatives Considered:</p> <ol style="list-style-type: none"> 1. Payment out of the agency's operating budget. This alternative was rejected because it would require the layoff of more than one full-time employee and significantly affects the agency's ability to conduct ongoing operations. 2. Proceed to trial. If Plaintiff prevails at trial and is awarded attorneys' fees, the amount the State could owe could far exceed \$500,000. There could be a verdict over \$1 million if attorneys' fees are high, which Defendants anticipate they are, given the extent of discovery. 3. Wait and request a legislative appropriation. This option is not available because Plaintiff's counsel is unwilling to move the trial block from December 2015 and the legislature will not be back in session until March 2016. 				

Department Head Signature
Benjamin Mchie, CMAH Board Representative

A handwritten signature in black ink, appearing to read "Benjamin Mchie", written over a horizontal line.

Date

10/22/2015

00078-08 (updated 05/15/15)

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Agreement is made and entered into by and between Rebecca Johnson ("Johnson") and the Council for Minnesotans of African Heritage (formerly Council on Black Minnesotans) ("the Council").

1. The parties wish to settle all of their differences without further costs to any of them.

2. The parties have agreed to a complete settlement of all of the disputes existing between them.

3. In exchange for this Agreement and in full and final settlement, compromise and release of all of Johnson's claims, the Council agrees to pay and Johnson agrees to accept the sum of Two Hundred Thousand Dollars and No Cents (\$200,000.00), subject to the contingency described in Paragraph 4 below. Johnson hereby accepts this payment in full settlement of all of her claims as set forth herein. The Council understands and agrees that it is under no separate obligation to make such payment to Johnson and that the payment is offered to Johnson solely and exclusively in settlement of any claim Johnson might have, as set forth in Paragraph 9 below.

4. The payment described in Paragraph 3 (as set forth more specifically in Paragraph 5) is contingent upon legislative authorization and the authorization of the Governor, pursuant to statutory guidelines. The Council warrants it will take all actions necessary to fulfill all steps to obtain such authorization. Minnesota Department of Administration will assist the Council as needed with the process of obtaining funds for such authorization. If the funds are not authorized within thirty (30) days of Johnson's execution of this Agreement, the Council's counsel will update Plaintiff's counsel of the status and prognosis for authorization and discuss whether any court deadlines need to be adjusted. If the funds are not authorized within forty-five (45) days of execution of this Agreement, the Council's counsel will fully update Plaintiff's

counsel of the status of obtaining such authorization and whether any court deadlines need to be adjusted. If, after forty-five (45) days following execution of this Agreement without rescission, necessary approval and authorization is not obtained, Johnson may at her sole discretion elect to void this entire Agreement.

5. Provided Johnson signs and does not void or rescind this Agreement, and subject to the contingency described in Paragraph 4 of this Agreement, the following payments shall be made and shall be mailed to Stephen Cooper, The Cooper Law Firm, Chartered, no later than thirty (30) calendar days after the full funding for the Settlement has been authorized by the appropriate governmental bodies:

- 1) In the amount of Ten Thousand Dollars (\$10,000.00), minus applicable state, federal and FICA withholding, made payable to Rebecca Johnson. This amount is in lieu of wage damages. A W-2 tax form will be issued with regard to this payment.
- 2) In the amount of One Hundred Ninety Thousand Dollars (\$190,000.00), in lieu of non-wage damages and for litigation costs, expenses and attorneys' fees, made payable to Rebecca Johnson and The Cooper Law Firm, Chartered, 1201 Yale Pl # 100, Minneapolis, MN 55403. 1099s will be issued to both The Cooper Law Firm, Chartered and Rebecca Johnson with regard to this payment.

In no event shall the total amount paid by the Council exceed Two Hundred Thousand Dollars and No Cents (\$200,000.00). The parties agree that at least Fifty Thousand Dollars (\$50,000) of the settlement funds are in settlement of the tort claims asserted in this case.

Johnson represents and agrees that no representations as to taxability, tax treatment, tax reportability, or tax consequences have been made to her. Johnson agrees that she will be responsible for and indemnify the State for payment of any and all State and federal tax liabilities and/or penalties beyond any regular employer-owed taxes on wage payments regarding the payments described above.

6. Johnson understands that nothing in this Agreement precludes the Council or other agency or entity of the State of Minnesota from complying with the Minnesota

~~Government Data Practices Act~~ or other federal, state or local law, rule or regulation, an authorization for the release of information executed by Johnson, a subpoena from any federal, state or local enforcement, or a court order.

7. It is expressly understood and agreed as a condition hereof that this Agreement shall not constitute nor be construed to be an admission of any wrongdoing or liability on the part of the Council, the Department of Administration, Suzanne Wickham, the State of Minnesota, or any of their respective past or present agents, representatives, officers, or employees.

8. The parties understand that the release of information by the Council or other agency or entity of the State of Minnesota about this matter is governed by Minn. Stat. § 13.01, *et seq.*, ("Minnesota Government Data Practices Act") and Minn. Stat. § 15.17, *et seq.*, ("Official Records Act"). The parties agree that the specific reasons that this dispute is being settled are: (1) to avoid any and all further costs of litigation; and (2) to avoid any and all further risks of litigation. The parties agree that the statement of specific reasons in this paragraph for settling this dispute complies with the requirements of Minn. Stat. § 13.43, subd. 2(a)(6).

9. In consideration for the payment described above, and in exchange for the promises herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Johnson, for herself and her heirs, administrators, representatives, agents, attorneys, successors and assigns, completely releases and forever discharges the Council, the Minnesota Department of Administration, Suzanne Wickham, the State of Minnesota, and all of their respective present and former officers, agents, representatives, employees, attorneys, insurers, predecessors and successors in interest, and assigns, in their official and individual capacities, from each and every legal claim or demand arising out of or relating to Johnson's employment, and all claims Johnson raised or could have raised in the action Johnson brought, entitled *Rebecca Johnson v. State of Minnesota, Minnesota Department of Administration,*

Council on Black Minnesotans, Edward McDonald, Susan Wickham, Ramsey County District Court, Court File No. 62-CV-14-5528.

Johnson fully understands that this is a full, final and complete release of all claims arising out of or relating to Johnson's employment, including, but not limited to, all claims under Title VII of the Civil Rights Act of 1964, as amended, the Family and Medical Leave Act, the Americans with Disabilities Act, as amended, the Age Discrimination in Employment Act, the Minnesota Human Rights Act, and any other local, state or federal laws, policies, rules, regulations, ordinances or executive orders relating to illegal discrimination in the workplace. Johnson also understands that she is releasing all claims, including but not limited to, all claims based upon all plans, contracts and/or alleged contracts, all grievances, all claims for violation of the Minnesota Whistleblower Act, Minn. Stat. § 181.932, all claims under the Minnesota Veterans Preference Act, all claims for penalties, all claims for attorneys' fees, costs and disbursements incurred by Johnson or any of her attorneys, all claims for mental anguish and suffering, all claims for damage to reputation, all claims for economic loss, all claims for damages, all claims for compensatory damages, all claims for punitive damages, all claims for fraud or misrepresentation, all negligence claims, all claims that Johnson was wrongfully discharged or defamed, or that her civil or constitutional rights have been violated, or that she has been treated unfairly during her employment, or that there has been a breach of an express or implied covenant of good faith and fair dealing, all claims in equity, all claims of tortious conduct, and all claims arising under the statutory or common law of any state.

This Agreement does not waive or release any rights or claims of any kind that Johnson may have which arise out of acts occurring after Johnson signs this Agreement.

10. Johnson acknowledges and agrees that she has been advised that she has the right to consult with an attorney prior to entering into this Agreement.

11. Johnson, by and through her counsel, shall, upon payment of funds pursuant to Paragraph 5 and execution of this Agreement, execute a Stipulation Of Dismissal With Prejudice, attached hereto as Exhibit A, prepared in connection with the dismissal of the lawsuit Johnson brought, entitled *Rebecca Johnson v. State of Minnesota, Minnesota Department of Administration, Council on Black Minnesotans, Edward McDonald, Susan Wickham*, Ramsey County District Court, Court File No. 62-CV-14-5528, and thereby agrees to the dismissal with prejudice of this litigation.

12. Johnson understands that, pursuant to the Age Discrimination in Employment Act, she has a period of twenty-one (21) calendar days to consider whether to sign this Agreement. Johnson understands and agrees that since her release of claims, rights and remedies under the Minnesota Human Rights Act is given in settlement of an action filed in court alleging discrimination, her release of claims, rights and remedies under the Minnesota Human Rights Act is valid and final upon execution of this Agreement. Johnson understands that once she signs this Agreement, she has seven (7) calendar days during which she may rescind this Agreement as it relates to the Age Discrimination in Employment Act. To be effective, the rescission must be placed in writing, must be postmarked within the above-identified period, be sent by certified mail, return receipt requested, and be addressed to:

Anjali V. Shankar
Assistant Attorney General
Attorney General's Office
1100 Bremer Tower
445 Minnesota Street
St. Paul, MN 55101-2128

Johnson understands that if she elects to rescind the Agreement, the entire Agreement will become null and void, and she will not receive the items described in this Agreement.

13. Upon payment of funds pursuant to Paragraph 5 and execution of this Agreement, any grievances filed by Johnson's union, if applicable, with respect to Johnson's employment are hereby withdrawn.

14. Johnson understands and agrees that this Settlement Agreement may be used to obtain a satisfaction of judgment (assuming that payment has been issued under the terms of this Agreement); if necessary, concerning Johnson's claims referred to herein and to secure dismissal of any other legal action that currently exists or that could be brought in the future by Johnson, and to provide proof of this settlement to any person and/or entity as necessary, related to and arising out of the same and/or similar facts and circumstances concerning Johnson's employment.

Johnson further agrees to sign whatever documents may be necessary to obtain the withdrawal of any future claims, if any such claim is based upon events occurring prior to this settlement and arises out of or relates to Johnson's employment, and she further waives the right to receive monetary damages or other legal or equitable relief awarded by any court or governmental agency related to any such claim.

15. The parties agree that this Agreement constitutes the entire agreement between them and no modification of this Agreement and/or other promises or agreements shall be binding unless in writing and signed by all the parties hereto.

16. The parties understand and agree that the invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder of it, and the remainder shall remain in full force and effect.

17. This Agreement is to be interpreted and enforced in accordance with the laws of the State of Minnesota. Any action to enforce this Agreement shall be adjudicated in the state courts of Minnesota.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

19. This Agreement is not precedential and it shall not be received into evidence in any court or administrative proceeding unless the parties hereto seek to enforce the terms and commitments made herein. The parties agree that at any hearing or action to enforce the Agreement, the only issue shall be whether any party failed to comply with the terms of this Agreement.

20. The persons signing this Agreement warrant: (a) that they have full authority to enter into this Agreement on behalf of the party that each represents and (b) that this Agreement is a valid and enforceable agreement as to that party in this proceeding or any other proceedings.

19. Johnson agrees that she has read this Agreement, knows its contents and has signed it as a free and voluntary act having had adequate opportunity to consider its terms and conditions.

Dated: 10/23/2015

Rebecca Johnson
REBECCA JOHNSON

Dated: _____

**COUNCIL FOR MINNESOTANS OF
AFRICAN HERITAGE (FORMERLY
COUNCIL ON BLACK MINNESOTANS)**

By: _____

Its: _____

Dated: _____

The Cooper Law Firm, Chartered

STEPHEN W. COOPER, Lic. 18788
STACEY EVERSON, Lic. 219277

1201 Yale Place, Suite A-100
Minneapolis, MN 55403
(612) 338-3533

ATTORNEYS FOR PLAINTIFF

Dated: _____

Dated: _____

**COUNCIL FOR MINNESOTANS OF
AFRICAN HERITAGE (FORMERLY
COUNCIL ON BLACK MINNESOTANS)**

REBECCA JOHNSON

By: _____

Its: _____

Dated: Oct 23, 2015

The Cooper Law Firm, Chartered

STEPHEN W. COOPER, Lic. 18788
STACY EVERSON, Lic. 219277

1201 Yale Place, Suite A-100
Minneapolis, MN 55403
(612) 338-3533

ATTORNEYS FOR PLAINTIFF

Dated:

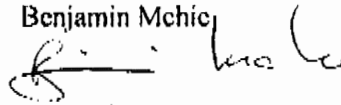
Dated: October 26, 2015

**COUNCIL FOR MINNESOTANS OF
AFRICAN HERITAGE (FORMERLY
COUNCIL ON BLACK MINNESOTANS)**

.....
REBECCA JOHNSON

By:

Benjamin Mchic



Its: CMAH Board Representative

Dated:

The Cooper Law Firm, Chartered

.....
STEPHEN W. COOPER, Lic. 18788
STACEY EVERSON, Lic. 219277

1201 Yale Place, Suite A-100
Minneapolis, MN 55403
(612) 338-3533

ATTORNEYS FOR PLAINTIFF

EXHIBIT A

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

CASE TYPE: Employment

Rebecca Johnson,

Honorable William H. Leary, III

Plaintiff,

Court File No. 62-CV-14-5528

vs.

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

State of Minnesota, Minnesota
Department of Administration,
Council on Black Minnesotans,
Edward McDonald (in his personal
and official capacities), and Susan
Wickham (in her personal and
official capacities),

Defendants.

WHEREAS, the above-entitled action has been fully compromised and settled.

NOW THEREFORE, it is hereby stipulated and agreed, by and between Plaintiff and Defendants, that the above-entitled matter, together with all causes of action and claims that were or that might have been alleged therein, is dismissed on the merits and with prejudice, and without any fees or costs to any party.

Dated: _____

Dated: _____

THE COOPER LAW FIRM, CHARTERED

OFFICE OF THE ATTORNEY GENERAL
State of Minnesota

STEPHEN W. COOPER, Lic. 18788
STACEY R. EVERSON, Lic. 219277

ANJALI V. SHANKAR
Assistant Attorney General
Atty. Reg. No. 0393395

1201 Yale Place, Suite A-100
Minneapolis, MN 55401

NATHANIEL HOPKINS

(612) 338-3533

ATTORNEYS FOR PLAINTIFF

Assistant Attorney General
Atty. Reg. No. 0397128

445 Minnesota Street, Suite 1100
St. Paul, Minnesota 55101-2128
(651) 282-5700 (Voice)
(651) 296-1410 (TTY)

ATTORNEYS FOR DEFENDANTS

STATE OF MINNESOTA

COUNTY OF RAMSEY

Rebecca Johnson,

Plaintiff,

vs.

State of Minnesota, Minnesota
Department of Administration,
Council on Black Minnesotans,
Edward McDonald (in his personal
and official capacities), and Susan
Wickham (in her personal and
official capacities),

Defendants.

DISTRICT COURT

SECOND JUDICIAL DISTRICT

CASE TYPE: Employment

Honorable William H. Leary, III

Court File No. 62-CV-14-5528

ORDER FOR DISMISSAL

Based upon the Stipulation for Dismissal submitted by the parties to this matter,

IT IS HEREBY ORDERED that the above-entitled action is dismissed with prejudice
without any fees or costs to any party.

Dated: _____

BY THE COURT:

The Honorable William H. Leary, III
Judge of Ramsey County District Court