

Minnesota Campaign Finance and Public Disclosure Board

190 Centennial Office Building

658 Cedar Street

St. Paul, MN 55155

To the Members of the Minnesota Campaign Finance and Public Disclosure Board:

We, **Immanuel Jones and Madison Scholl**, currently residing at **20634 Longenbaugh Road, Cypress, Texas, Houston, TX 77433**, hereby submit this formal complaint alleging conflicts of interest, ethical misconduct, and procedural violations on the part of **Ms. Beth Commers**, Co-Deputy Director of the Saint Paul Department of Human Rights & Equal Economic Opportunity (“HREEO”). Our concerns arise from Ms. Commers’ handling of our housing discrimination case, *Jones/Scholl v. Wellington Management, LLC*, **Case No. A-5808 / HUD No. 05-22-6863-8**.

We bring this matter before the Minnesota Campaign Finance and Public Disclosure Board (“the Board”) pursuant to its statutory authority under **Minnesota Statutes Chapter 10A**, which governs conflicts of interest, financial disclosures, and ethics violations by public officials. We respectfully request a full investigation into the allegations detailed below, including:

1. Ms. Commers’ lack of legal authority to issue an official determination in our case.
2. Her failure to recuse herself given multiple conflicts of interest involving Wellington Management and its owner, Steve Wellington.
3. Potential financial conflicts stemming from her past political fundraising activities and her husband’s business dealings with Wellington Management.
4. Procedural misconduct in the form of self-assignment to the investigation, subsequent oversight of the appeals process, and suppression of key evidence.

In light of the severity of these breaches, we also request that the Board reverse Ms. Commers’ determination, as she was not legally authorized to issue a final ruling on our case. The details supporting our complaint are outlined below.

I. Conflict of Interest and Ethical Violations

1. Undisclosed Personal and Professional Ties to Wellington Management

- **Personal and Professional Relationships:** Ms. Commers maintains personal and professional relationships with Steve Wellington, owner of Wellington Management, LLC, which includes active social media connections.
- **Husband’s Business Interests:** Her husband, Mr. Jon Commers, owns Visible City and Donjek, both consulting firms with existing or prior business ties to Wellington Management. Publicly available information shows intersections between Mr. Commers’ firms and Wellington Management projects.
- **Email Communications:** We possess emails address in which Ms. Commers used a Donjek email account, suggesting undisclosed professional involvement with entities connected to Wellington Management.

- **Violation of Minnesota Statutes:** Despite these conflicts, Ms. Commers neither disclosed her relationships nor recused herself, thereby violating conflict of interest regulations outlined in **Minnesota Statutes Sections 10A.07 and 10A.09**. This lack of disclosure and continued engagement in our case raises serious questions about the propriety of her involvement and decision-making.

2. Unethical Self-Assignment and Procedural Manipulation

- **Removal of Original Investigator:** The initial investigator, Ms. Cymonne Booker, was removed from the case without explanation. Subsequently, Ms. Commers unilaterally assumed control of the investigation and removed the senior investigator with a newly hired investigator and designated herself as the mediator between the two parties and lead the correspondences in request and etc outside of her role.
- **Control Over the Outcome:** By taking over the investigation and mediation, Ms. Commers gained comprehensive authority to decide which evidence to consider and which witnesses to interview and she also attempted to force the Immanuel and Madison to lower their settlement demand while at the same time allowing wellington management to stay consistently at the same numerical value, effectively allowing her to shield Wellington Management from scrutiny and participation.

3. Improper Review of Her Own Investigation Findings

- **No Cause Finding:** Ms. Commers issued a “No Cause” finding, concluding that Wellington Management had not engaged in the alleged discrimination and retaliation.
- **Promotion and Appeal Oversight:** Soon after, Ms. Commers in her role overseeing appeals at HREEO. She then proceeded to review—and ultimately uphold—her own determination. This improper procedure circumvents due process, violates basic fairness standards, and severely compromises the integrity of the appeals process.

4. Suppression of Evidence and Lack of Transparency

- **Ignored and Excluded Evidence:** We submitted critical documents and testimony—emails, financial records, audio recordings, and witness statements—which demonstrate discriminatory practices and retaliation by Wellington Management.
- **Failure to Interview Key Witnesses:** Despite repeated requests, several individuals with direct knowledge of the discrimination were never interviewed. This further points to deliberate suppression of evidence and a predetermined outcome.

5.

- Beth **appointed herself as the mediator** but **improperly directed the process** toward a **Pre-Determination Settlement Agreement (PDSA)** instead of a neutral mediation. This **misrepresentation misled us into a process designed to limit Wellington Management’s liability** rather than facilitate a fair resolution.

- Throughout discussions, Beth **continuously pressured us to lower our settlement request**, stating that it **"wasn't worth it"** at the amounts we proposed. Meanwhile, **Wellington Management had not offered any actual compensation**—their only proposal was a **discount on the alleged rent owed**, yet she **advocated for them by urging us to reduce our demand instead of pressuring them to negotiate in good faith**.
- Her actions demonstrate a **clear conflict of interest**, as she **acted as both a supposed neutral facilitator and an advocate for Wellington's preferred resolution strategy**, violating fundamental mediation principles. Instead of ensuring a balanced negotiation, she **sided with Wellington by pushing for a resolution that required only our concessions while they continued to offer no real financial settlement**.

II. Lack of Legal Authority to Issue a Determination

1. Lack of Signature Authority

- **No Delegated Power:** Although Ms. Commers was Deputy Director of HREEO, she did not possess the legal authority under HREEO's internal regulations or city procedures to issue a final ruling on our case.
- **Requirement for Commissioner or Authorized Official:** The authority to sign off on final determinations typically resides with the Commissioner or another designated individual. As Ms. Commers did not occupy either capacity, her determination is invalid and unenforceable.

2. Procedural Improprieties Rendering the Determination Void

- **Unauthorized Decision-Making:** Because Ms. Commers lacked the proper signature authority, her ruling must be reversed and re-evaluated by an official who possesses the legal power to do so.
- **Bias and Conflict:** Her involvement in both the investigative phase and the appeal phase constitutes a severe conflict of interest. These procedural flaws undermine any semblance of impartiality, rendering the "No Cause" determination fundamentally flawed.

III. Potential Financial Conflicts from Political Fundraising

1. Past Political Fundraising Ties

- **Political Consulting Background:** We understand that, prior to serving in her current role, Ms. Commers engaged in political consulting activities involving significant fundraising efforts.

- **Wellington Management Contributions:** Publicly available records suggest that Wellington Management’s political donations align with contributions to organizations and campaigns that Ms. Commers or her husband’s firms supported or oversaw.
- **Benefit to Affiliated Entities:** Additional documentation indicates that companies Mr. Commers has represented—including Wellington Management—contributed to entities for which Ms. Commers acted as a fundraiser. This raises the concern that such contributions may have biased her decision-making in our case.

IV. Request for Investigation and Action

In light of these serious allegations and the substantial evidence presented, we respectfully request that the Minnesota Campaign Finance and Public Disclosure Board take the following actions:

1. **Reverse Ms. Commers’ Determination**
Invalidate her finding due to her lack of proper legal authority and her clear conflicts of interest.
2. **Investigate Undisclosed Conflicts of Interest**
Evaluate the full extent of Ms. Commers’ personal and professional ties to Wellington Management, specifically focusing on whether those relationships improperly influenced the outcome of our case.
3. **Examine Procedural Violations Within HREEO**
Review the reassignment of our case, Ms. Commers’ role in both the investigation and appeal phases, and the protocols allowing such self-assignment.
4. **Scrutinize Communications Between Ms. Commers and Donjek**
Determine the nature and scope of Ms. Commers’ involvement in Wellington Management-related business dealings via her husband’s firms.
5. **Review Political Fundraising Activities**
Investigate whether Ms. Commers’ past fundraising activities, especially those potentially connected to Wellington Management, constitute a violation of **Minnesota Statutes Chapter 10A** regarding financial conflicts of interest.
6. **Take Appropriate Disciplinary Action**
If the Board finds that Ms. Commers breached relevant statutes or ethical guidelines, we request the Board pursue all applicable disciplinary measures and consider referring the matter to the Minnesota Attorney General’s Office for further enforcement.

V. Supporting Documentation

Enclosed with this letter, please find the following documents to substantiate our claims:

- **HREEO Determination Letter and Appeal Correspondence (Case No. A-5808):** Showing Ms. Commers’ unauthorized role in the final ruling and appeals process.
- **Relevant Sections of Minnesota Statutes Chapter 10A:** Highlighting the legal obligations of public officials concerning disclosures and conflicts of interest.

- **Emails address provided by Beth Commers reflecting – Donjek Involvement:** Demonstrating Ms. Commers’ direct association with Donjek and Wellington Management.
 - **Correspondence from Legal Representatives:** Outlining the procedural irregularities observed during the investigation and appeal process.
 - **Public Records of Wellington Management’s Political Donations:** Indicating contributions to organizations with which Ms. Commers and/or her husband’s firms appear to have connections.
 - **Social Media Records:** Confirming personal and professional ties between Ms. Commers and Wellington Management representatives.
- **Articles** are attached because they confirm the relationship between parties.

Conclusion and Next Steps

We urge the Board to give this complaint immediate and thorough attention. The pattern of conflicts, procedural irregularities, and potential financial influences is deeply concerning and undermines public confidence in the fairness of investigations conducted by HREEO. We believe a swift and transparent inquiry is necessary to uphold the integrity of Minnesota’s conflict of interest and ethics regulations.

Please confirm receipt of this complaint and advise us on the next steps in the Board’s investigatory process. We appreciate your time and attention to this serious matter, and we stand ready to provide any additional information or testimony that may assist in your review.

Sincerely,

Immanuel Jones 02/17/2025

A handwritten signature in black ink, appearing to be 'Immanuel Jones', with a stylized, cursive-like script.

Madison Scholl 2/17/2025

A handwritten signature in black ink, appearing to be 'Madison Scholl', with a stylized, cursive-like script.

Enclosures:

1. HREEO Determination Letter & Appeal Correspondence (Case No. A-5808)
2. Excerpts of Minnesota Statutes Chapter 10A
3. Emails Reflecting Commers–Donjek Involvement
4. Legal Representatives’ Correspondence
5. Public Records of Wellington Management Donations
6. Relevant Social Media Records

CC:

- Office of the Minnesota Attorney General
- Saint Paul Department of Human Rights & Equal Economic Opportunity (HREEO)
- Other Interested Parties as Appropriate



SAINT PAUL
HUMAN RIGHTS & EQUAL
ECONOMIC OPPORTUNITY

DEPARTMENT OF HUMAN RIGHTS &
EQUAL ECONOMIC OPPORTUNITY (HREEO)

15 Kellogg Boulevard West, 280 City Hall
Saint Paul, MN 55102
Tel: 651-266-8966

February 13, 2024

via Regular and Certified Mail

Carl Anderson
Rock Spring Law Group
1050 30th Street NW
Washington, DC 20007

RE: Immanuel Jones and Madison Scholl v. Wellington Management, LLC
HUD File Number: 05-22-6863-8
HREEO Case Number: A-5808

Dear Atty. Anderson:

Pursuant to the provisions of the Saint Paul Human Rights Ordinance, a full and impartial investigation of the allegations in the above-referenced charge was conducted by this Department. Based on the information outlined in the enclosed Memorandum of Findings, this Department has made a determination that there is No Cause to believe that the Respondents engaged in the alleged discriminatory practices. This determination is subject to an administrative appeal.

The requirements of an Administrative Appeal of a no cause determination are detailed in Section 183.201 of the Saint Paul Human Rights Ordinance. Pursuant to this Section, an Administrative Appeal will only be considered if:

Your written request of appeal is received by this Department within ten (10) calendar days following your receipt of the no cause determination; and

You have provided new or additional evidence that was not available during the investigation; and/or

You have identified evidence that was available during the investigation but was not properly weighed in reaching the determination; or

You have presented statutory or case law indicating that the determination is erroneous.

Your request for an appeal will not be granted if it does not comply with the requirements as indicated above. I am designated to receive and consider requests for appeal. Please direct your request for appeal to my attention.

Section 183.201 of the Ordinance also requires that the Complainant deliver or mail a copy of their request for reconsideration to the Respondent within ten (10) calendar days after their receipt of the no cause determination. Please contact the Respondent at the following address and telephone number:

Timothy Lovett,
Associate General Counsel
Wellington Management
1625 Energy Park Drive
Suite #100
Saint Paul, MN 55108
Tel. #: 651-999-5524

If the Complainant appeals or requests reopening or reconsideration of the case, and the Director has reaffirmed the determination or has decided to not reopen the case, the 45-day period to initiate civil action will begin upon receipt of the notice of the Department's decision.

Enclosed is a copy of the Memorandum of Findings. If you have any questions about this matter, please contact the Department at (651) 266-8966.

Sincerely,



Beth Commers
Interim Director, Human Rights & Labor Standards

Enclosure

cc: Timothy Lovett for the Respondent
WELLINGTON MANAGEMENT



Immanuel Jones and Madison Scholl v. Wellington Management, LLC

HUD File Number: 05-22-6863-8

HREEO Case Number: A-5808

MEMORANDUM

The City of Saint Paul's Department of Human Rights and Equal Economic Opportunity ("HREEO" or "Department") has finished its investigation into this charge of discrimination ("charge"), and the Interim Director determines:

1. There is **NO CAUSE** to find that Respondent discriminated against Complainant 2 by subjecting her to sex-based harassment.
2. There is **NO CAUSE** to find that Respondent discriminated against Complainant 1 in the terms, conditions, or privileges of the same/rental/lease of real property based on his race.
3. There is **NO CAUSE** to find that Respondent retaliated against Complainant 1 due to his association with Complainant 2.

BACKGROUND

4. Complainants filed a charge with HREEO on October 25, 2022, alleging Respondent discriminated against them in the area of housing on the basis of sex and race and in the area of reprisal. Specifically, Complainant 2 alleges Respondent's leasing agent sexually harassed her, and when she reported the harassment to Respondent, no action was taken. Complainant 1 alleges Respondent discriminated against him in the terms, conditions, and privileges of the rental property due to his race and acted in reprisal against him for his association with Complainant 2. All allegations are in violation of the Saint Paul Human Rights Ordinance ("Ordinance")¹ and Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act).²
5. Respondent received a copy of the charge, provided HREEO with an answer to the charge, denied it discriminated against Complainants based on race, sex, or in the area of reprisal, and provided documentation and witness interviews to support its position.
6. Complainants received a copy of Respondent's answer to the charge, submitted a rebuttal statement and additional documentation, and participated in investigatory interviews.
7. HREEO considered all these materials and interviewed relevant witnesses. HREEO limited its investigation to whether Respondent violated the Ordinance.

¹ Saint Paul Legislative Code § 183.

² 42 U.S.C. § 3601

FACTS

8. Complainant 1 is a Black male, and Complainant 2 is a white female.
9. Respondent is a property management company that owns and operates the apartment building called the Pitch at 427 Snelling North in Saint Paul. Complainants were tenants and rented a shared unit from October 1, 2021, to September 30, 2022.
10. On September 24, 2021, Complainants toured Respondent's apartment building with Respondent's leasing agent. Respondent's leasing agent is a Black man. He informed Complainants that if they were interested in applying for an apartment, they would need to submit an application, a standard deposit of \$500, and a \$50 application fee for each Complainant to take the unit off the market. Complainants inquired about move-in specials and referral bonuses and Respondent's leasing agent informed them there were currently none. They submitted a rental application, the standard deposit, and the application fees.
11. On September 29, 2021, Respondent's property manager, a Black woman, emailed each of the Complainants separately to notify them that their rental application had been conditionally approved due to the results of the credit risk assessment that had been run and they would need to pay a higher deposit than the standard \$500 deposit. The deposit would be equivalent to one month's rent, which was \$2,060, and would be an additional \$1,560. She directed Complainants to notify her within two business days of receiving her email if they would be paying the additional deposit and moving forward with their application. If they decided not to move forward with their application, the standard deposit amount they had paid on September 24, 2021, would be reimbursed to them. Attached to each email was an individualized tenant screening report from the third-party company utilized by Respondent to screen applicants. On that same day, Complainants met with Respondent's property manager to pay the additional deposit and sign an updated performance deposit agreement.
12. On October 1, 2021, Complainants moved into their apartment. They first met with Respondent's leasing agent to sign the lease agreement, fitness center usage agreement, garage addendum, and key agreement. The lease agreement included an acknowledgment of the community policies, the drug-free/criminal-free housing addendum, the water/sewer utilities and trash addendum, and the smoke-free lease addendum. Respondent's leasing agent told Complainants he could not provide them a copy of the documents because the printer had not been set up yet, but Respondent's property manager could after the weekend, so Complainants took photos of the documents using their cell phones.
13. Complainants were the only residents living at the building between October 1, 2021, and November 19, 2021.
14. During the weekend of October 2, 2021, Complainants had a small gathering of friends in the apartment building's community room.

15. On October 4, 2021, Respondent's property manager was informed by Respondent staff that the community room had been utilized over the weekend and the room had not been cleaned up after its use. Respondent's property manager checked the community room and found food and wrappers, cigarette butts and ashes, and a broken chair. She also found that the grill had not been cleaned and there were scuff marks on the walls. She took photographs to document the condition of the room and the damage. Respondent's property manager reviewed the security footage from the weekend to determine who used the community room and she confirmed it was the Complainants and their guests. When reviewing the footage, Respondent's property manager also noted that one of Complainants' guests had a dog with them, in violation of the pet policy.
16. On October 5, 2021, Respondent's property manager met with Complainants to discuss several issues. Respondent's property manager discussed with Complainants about the community room they utilized over the weekend and the condition she and her staff found it in on Monday. She stated that there were food and wrappers left in the community room, hallways, and unoccupied apartments. She reported that there were cigarettes and ashes on the floor, a broken chair, and said the grill had not been cleaned. She also informed them that there was damage done to doorways and walls from their move in and that she had observed on the security footage that one of their guests had a dog with them. Respondent's property manager stated that a number of these issues were lease violations but expressed understanding they were very new to the building and not all policies were posted yet or made clear during their lease signing, but that she wanted to have the conversation to ensure expectations were clear moving forward. She said she was issuing a verbal written warning, not a lease infraction, and that Complainants would be charged a \$140 cleaning fee for the additional time Respondent staff had to spend cleaning beyond what was routine.
17. During the October 5th meeting, Complainants expressed concerns about their experiences with Respondent's leasing agent, including that he was on his phone and distracted while they were signing their lease, that he provided inaccurate and incomplete information, and that he commented that he had not thought they'd be able to afford to rent the apartment. Complainants also stated he was loitering around during their move-in and seemed to be monitoring them. Respondent's property manager thanked them for their feedback, apologized, stated that was not the experience they want their tenants to have, and said that she would follow up with Respondent's leasing agent to address the issues and do additional training.
18. Following the meeting, Respondent's property manager emailed Complainants copies of the leasing documents they signed on October 1st, the apartment move-in guide, and the verbal written warning resulting from the use of the community room.
19. While Complainants were meeting with Respondent's property manager on October 5, 2021, guests of the Complainants were parked outside of the building and overheard Respondent's leasing agent and caretaker making comments about Complainants and referring to them as the "N" word. Respondent's leasing agent and caretaker are both Black men.
20. Once Complainants learned from their guests about the comments between the leasing agent and caretaker, they made a verbal complaint to Respondent's property manager that same day.

21. Following the complaint, Respondent's property manager met with the leasing agent and caretaker, and both admitted that the conversation took place and that they had used the "N" word.
22. On October 25, 2021, Respondent's property manager emailed Complainants to follow up on complaints they had made regarding "multiple unprofessional incidences" they had with Respondent's leasing agent, including the conversation overheard by Complainants' guests. She requested that Complainants write out their complaints in an email and send it to her directly.
23. On October 28, 2021, Complainants replied with their complaints. Their complaints included the conversation between Respondent's leasing agent and caretaker that Complainants' guests overheard, alleged misinformation provided by Respondent's leasing agent, and an alleged incident where Respondent's leasing agent exited another apartment on their floor when Complainants were returning to their apartment and walked behind them, whistling. Complainants also described an instance where Complainant 2 was walking down the hallway with male friends, and Respondent's leasing agent approached from the opposite direction; initially, when he could only see her, he was whistling and smiling, but Complainants alleged that once he saw her male friends, he stopped. Complainant 1 reported she felt he was trying to startle her, and she felt intimidated. Complainants also included a complaint about Respondent's caretaker and wrote that they noticed the section of carpet in the hallway by their apartment was not being vacuumed like the rest of the hallways. Complainants said they felt the caretaker was intentionally skipping it. In addition to the complaints about Respondent's staff, Complainants detailed concerns about the verbal written warning they had received regarding their use of the community room.
24. Later that same day, Respondent's property manager responded to the concerns about the verbal written warning in an email to Complainants.
25. About a week later, Respondent's property manager verbally informed Complainants she removed the cleaning fee and the warning letter from their file due to having more information. She said she understood they were very new to the building and not all policies were posted yet or made clear during their lease signing, and that they received incomplete and inaccurate information from Respondent's leasing agent.
26. Respondent terminated the leasing agent's employment on October 28, 2021, and Respondent terminated the caretaker's employment on October 29, 2021. Reasons for their terminations included the conduct reported to Respondent by Complainants.
27. In the beginning of November 2021, Complainants applied for rental assistance from a federally funded program.
28. Complainants did not pay their rent for October, November, or December.

29. Around December 22, 2021, Complainants met with Respondent's property manager and Respondent's Vice President of Housing. Respondent's property manager is a Black woman and Respondent's Vice President of Housing is a white woman. Respondent acknowledged the negative experiences Complainants had been having, said that it seemed like they were unhappy living in the building, and offered to let them out of their lease on January 31, 2022. Respondent communicated to Complainants that there would be no charge for December rent, they would not be responsible for the October and November rent if the rental assistance was not approved, their deposit would be returned, and Respondent would provide them with \$1,500 to go towards their moving expenses. Such an arrangement would also include a mutual non-disparagement agreement and Complainants would agree to remove the negative reviews about Respondent that they had posted online. Respondent stated that if Complainants preferred to remain tenants, they would like to discuss how they can move forward in a more positive manner.
30. Complainants took time after the meeting to consider the offer but in January 2022, they ultimately declined to end their tenancy. In interviews, both Complainants and the Respondent's property manager confirmed this fact.
31. Complainants did not pay their January rent. They updated their rental assistance application to go through February 2022.
32. On January 26, 2022, Respondent's property manager was notified that the federally funded rental assistance program Complainants requested funds from for the months of November 2021-February 2022 had been mistakenly distributed to their former landlord as opposed to Respondent. She notified Complainants of the issue.
33. On March 4, 2022, Respondent's property manager sent Complainants a late notice for the March rent that was past due. Complainants informed her that they had a pending application for the federally funded rental assistance program for March – May 2022 rent. Respondent's property manager replied, thanking Complainants for the information as she had only been notified that they were approved for November 2021- February 2022. The property manager said they had not yet been notified that Complainants had an additional pending application for March – May 2022. Respondent's property manager stated she would hold off on filing an eviction action for non-payment of rent.
34. Complainants did not pay April rent.
35. On April 4, 2022, Complainants notified Respondent's property manager that their federal rental assistance application for March-May 2022 rent was in an appeal process.
36. On April 23, 2022, Complainants notified Respondent's property manager that they had also applied for rental assistance from a county rental assistance program.
37. On May 10, 2022, \$9,832.80 was deposited from the federally funded rental assistance program. These funds were applied to Complainant's rental balance to cover past due rent from November 2021 – February 2022, late fees, and parking fees.

38. Complainants did not pay rent for the months of May, June, July, August, and September.
39. On September 13, 2022, Complainants were notified by the county rental assistance program that they were approved for \$3,000 in rental assistance.
40. On September 30, 2022, Complainants moved out of Respondent's apartment building. Complainants left the building prior to notifying Respondent's property manager, did not do a final walk-thru with her. Instead, Complainants notified the property manager via email after they vacated the unit.
41. Respondent charged Complainants for damages to the unit, including carpet replacement, repairs to walls and doors, and a refrigerator door replacement, totaling \$2,591.70.
42. On October 6, 2022, Respondent received \$3,000 from the county rental assistance program and applied it towards Complainants' rental ledger. Following the receipt of the county rental assistance funds and a credit of \$2,060 from their original deposit, Complainants have an outstanding balance of \$16,742.15, which includes past due rent for the months of March-September 2022, late fees, parking fees, final utility bill, and the cost of repairs referenced above.

LEGAL STANDARD FOR CLAIM 1: SEX-BASED HARASSMENT

43. Under the Ordinance, "it shall be unlawful to discriminate against any person based on the protected classes. . . of either the buyer or renter, a person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or any person associated with the buyer or renter... in the terms, conditions, or privileges of the sale, rental or lease of any real property or in the full and equal enjoyment of services, facilities, privileges and accommodations or in the furnishing of facilities or services in connection therewith..."³
44. Sex is a protected class covered by the Ordinance, which, "includes but is not limited to gender identity, pregnancy, childbirth, disabilities related to pregnancy or childbirth, and sexual harassment."⁴
45. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical contact or other verbal or physical conduct or communication of a sexual nature.⁵
46. To prove that Respondent harassed Complainant 2 and created an unlawful hostile environment, Complainant 2 must show that (1) she is a member of a protected class; (2) she was subject to unwelcome harassment; (3) the harassment was based on Complainant 2's protected class or request for accommodation; and (4) the harassment was sufficiently severe or pervasive so as to deprive her of the right to enjoy her home.⁶ In the housing context, harassment "is actionable when the offensive behavior unreasonably interferes with the use and enjoyment of the premises."⁷

³ Saint Paul Legislative Code § 183.06(1)b.

⁴ Saint Paul Legislative Code § 183.02(28)

⁵ Saint Paul Legislative Code § 183.02(29)

⁶ See *Neudecker v. Boisclair Corp.*, 351 F.3d 361, 364-65 (8th Cir. 2003) (setting forth the elements of a hostile housing environment, disability harassment claim).

⁷ *DiCenso v. Cisneros*, 96 F.3d 1004, 1008 (7th Cir. 1996), quoted in *Quigley v. Winter*, 598 F.3d 938, 947 (8th Cir. 2010).

DISCUSSION OF CLAIM 1: SEX-BASED HARASSMENT

47. While Complainant 2 is able to establish she is a member of a protected class, the remaining elements of the above analysis are not supported by the evidence in the record. Specifically, there is no evidence to show that Respondent's leasing agent subjected Complainant 2 to unwelcome harassment, severe or pervasive harassment, and that the alleged harassment was connected to her protected class.
48. Complainant 2 made several allegations of sex-based harassment including the following: Respondent's leasing agent made sexual gestures and lewd comments, requested sexual favors, offered her a tour of vacant units, walked behind Complainants in the hallway while whistling, smiled and whistled while walking towards Complainant 2 in the hallway, adjusted his pants while speaking with her, sent text messages to Complainant 2 at odd hours, and that Respondent's caretaker and leasing agent changed into gym clothes in front of Complainants' guests.
49. To begin, the investigation record does not support that all of the above alleged incidents occurred. Importantly, the allegations of requests for sexual favors, lewd comments, sexual gestures, and adjusting his pants in front of Complainant 2 are unsubstantiated.
50. Complainant 2 had also alleged that Respondent's leasing agent practice of sending text messages at odd hours was evidence of sexual harassment. However, the text messages provided by Complainant 2 asking her to confirm Complainants' move-in date were sent by Respondent's leasing agent at 6:18 pm and 7:37 am. Neither of these times are far outside the boundaries of typical business hours. Moreover, these texts only referred to when Complainants' tenancy would officially begin and made no reference to anything inappropriate, sexual, or otherwise. Importantly, there is no evidence to show that any text messages, emails, or other forms of communication between Respondent's leasing agent and Complainant were sexual in nature.
51. Regarding an incident where Respondent leasing agent and caretaker changed into gym clothes in front of Complainants' guests, this occurred next to a parked car, outside of Respondent apartment building. Complainant 2 was not present during this incident. Simply hearing about their actions does not equate to being subjected to sexual harassment by a Respondent employee.
52. As previously stated, there is no evidence in the record to corroborate that several of the allegations made by Complainant 2 occurred. Additionally, there is no evidence to show that the independently corroborated incidents were harassing in nature or because of Complainant 2's protected class.
53. Finally, of the independently corroborated incidents, a reasonable person would not conclude that the above-described conduct was severe or pervasive, under the law.

54. Complainant 2 makes a further claim that she reported to Respondent's property manager that Respondent's leasing agent was sexually harassing her, but she failed to do anything to intervene. However, Complainant 2's reports were general and do not specify the conduct as being sexual harassment. Notably, Complainant 2's reports mention nothing about any alleged requested sexual favors, lewd comments, or sexual gestures. In an email representative of the type of concerns Complainant 2 expressed to Respondent, Complainant 2 states, "while I was walking down the hall talking with several friends, [Respondent's leasing agent] walked out from around the corner whistling and smiling. His whistle and smile quickly changed once he realized I was with a group of men...it would seem that he was trying to startle me, and my partner and his male friend took it very personally and said he was trying to intimidate me but realized I was with them." In the same email, she also reports, "we also have been walking to our unit and [Respondent's leasing agent] was leaving an empty unit on that floor whistling behind us as we walked to our unit...this made me extremely uncomfortable." It is reasonable that Respondent's property manager would not have perceived these complaints as reports of sexual harassment.
55. Complainant 2 has failed to establish all necessary elements; therefore, no further analysis is necessary. HREEO does not find the Respondent discriminated against Complainant 2 by subjecting her to harassment because of her sex.

LEGAL STANDARD FOR CLAIM 2: DISCRIMINATORY TERMS AND CONDITIONS BASED ON RACE

56. Under the Ordinance, "it shall be unlawful to discriminate against any person based on their protected classes. . . of either the buyer or renter, a person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or any person associated with the buyer or renter... in the terms, conditions, or privileges of the sale, rental or lease of any real property or in the full and equal enjoyment of services, facilities, privileges and accommodations or in the furnishing of facilities or services in connection therewith..."⁸
57. Complainant 1's evidence may be presented as direct and/or indirect evidence.⁹
58. *Direct Evidence Analysis.* Direct evidence is evidence of conduct or statements that a reasonable fact finder can rely on to conclude that Respondent's alleged discriminatory intent was a motivating factor in the adverse action.¹⁰ Stray remarks do not necessarily constitute direct evidence. Rather, the conduct or statements must specifically relate to the adverse action that Respondent took against Complainant 1.¹¹ If a case involves direct evidence, no further analysis is required to determine that Respondent's action was unlawful.¹²

⁸ Saint Paul Legislative Code § 183.06(1)b.

⁹ See *Aase v. Wapiti Meadows Cmty. Techs. & Servs., Inc.*, 832 N.W.2d 852, 856 (Minn. Ct. App. 2013) (explaining that a complainant may prove discriminatory intent by presenting sufficient direct evidence to prove her claim or by relying on indirect evidence and employing the McDonnell Douglas burden-shifting analysis).

¹⁰ *Taylor v. LSI Corp. of Am.*, 781 N.W.2d 912, 917 (Minn. Ct. App. 2010), *aff'd*, 796 N.W.2d 153 (Minn. 2011).

¹¹ *Price Waterhouse v. Hopkins*, 490 U.S. 228, 277 (1989); *Hansen v. Robert Half Int'l, Inc.*, 813 N.W.2d 906, 920 (Minn. 2012).

¹² *Feges v. Perkins Restaurants, Inc.*, 483 N.W.2d 701, 710 n.4 (Minn. 1992).

59. *Indirect Evidence Analysis*. When there is no direct evidence of discrimination, a fact finder can rely on indirect evidence or all the evidence put together, to infer that Respondent's alleged discriminatory intent motivated the adverse action. If a case involves indirect evidence, the burden of proof shifts back and forth between Complainant 1 and Respondent.¹³
60. Here, there is only indirect evidence, and therefore, a burden-shifting analysis applies.
61. Complainant 1 must show the following elements in order to prove that he was discriminated against with regard to rental of real property: (1) Complainant is a member of a protected class; (2) Complainant was Respondent's tenant; (3) Respondent imposed unfavorable or less favorable terms or conditions on the Complainant's tenancy; and (4) Respondent did not impose such terms or conditions on similarly situated tenants not of the Complainant's protected class.¹⁴
62. If Complainant 1 can establish these elements, Respondent can provide a legitimate, non-discriminatory reason for its actions.¹⁵
63. If Respondent produces a legitimate, non-discriminatory reason for its actions, Complainant 1 then must show that Respondent's reasons are false or an excuse for discrimination.¹⁶
64. If Complainant 1 cannot show this, then HREEO cannot find that Respondent discriminated against Complainant 1.¹⁷

DISCUSSION OF CLAIM 2: DISCRIMINATORY TERMS AND CONDITIONS BASED ON RACE

65. Here, Complainant 1 is able to establish some, but not all, of the required elements.
66. The first and second elements have been satisfied. Complainant 1 is Black and was Respondent's tenant.
67. However, the third and fourth elements have not been satisfied. While Complainant 1 alleges Respondent imposed several unfavorable or less favorable terms or conditions on him, there is no evidence to support these claims, nor is there evidence to show that anyone outside his protected class was treated better than him.
68. Complainant 1 alleges he was deceptively charged a higher deposit than he was originally told. He claims that during the initial apartment tour, Respondent's leasing agent told Complainants that they were waiving any additional deposits to get the building leased up, but then later, Respondent did require the higher deposit. Complainants provided an audio recording of their tour with Respondent's leasing agent to support their allegation. In the audio recording,

¹³ *Sigurdson v. Isanti County*, 386 N.W.2d 715, 720 (Minn. 1986).

¹⁴ *See Edwards v. Hopkins Plaza Ltd. P'ship*, 783 N.W.2d 171, 180 (Minn. Ct. App. 2010); *See also U.S. v. Badgett*, 976 F.2d 1176, 1178 (8th Cir. 1992) (stating "the elements of a *prima facie* case will vary from case to case, depending on the allegations and the circumstances.")

¹⁵ *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 802 (1973).

¹⁶ *Id.* at 804.

¹⁷ *Id.*

Complainants ask the leasing agent if there are any move-in incentives for applicants. Respondent's leasing agent tells them there are not and at no point during their conversation does the leasing agent state that any qualifications or requirements are being waived. Complainant offered no other evidence to corroborate this allegation. The evidence in the record shows that Complainants went through the same tenant screening process as any other applicants and were required to pay the higher deposit per Respondent policy based on their screening results. Further cutting against Complainant 1's allegation that the higher deposit was charged because of his race, both Complainant 1 and Complainant 2 were subject to the higher deposit and Complainant 2 is of a different protected class than Complainant 1.

69. Complainant 1 also alleges that when Respondent informed them that they were conditionally approved, Respondent stated that if they decided not to pay the additional deposit and not move forward with their rental application, Respondent would keep the standard deposit amount they had already paid. However, Respondent's policy states, "if Management rejects this application for applicant's failure to meet Management's screening criteria, or Management approves the application but requires additional conditions that applicant chooses not to accept, or the apartment/townhome becomes unavailable for any reason, the performance deposit will be returned to the applicant within seven (7) days." This policy is included on the security deposit agreement that Complainants signed on September 24, 2021, when they first applied and paid the standard deposit amount. They signed an updated copy of the same form on September 29, 2021, when they paid the higher deposit after being conditionally approved. Complainant offered no evidence to support this allegation or rebut Respondent's written policy.
70. Complainant 1 alleges that Respondent added addendums after Complainants had signed the lease. There is no evidence to support this claim. On October 1, 2021, when Complainants signed the lease agreement with Respondent's leasing agent, they signed an acknowledgement that they received all the lease addendums and community policies. There is no evidence in the record to support that other addendums were issued after this point. Additionally, all addendums and community policies provided to Complainants are standard and apply to all tenants living at Respondent's property.
71. Complainant 1 alleges that during the discussion of the verbal written warning regarding the usage of the community room the weekend of October 2-3, 2021, Respondent's property manager racially stereotyped Complainant 1 and portrayed him as being "violent" by accusing him of throwing and breaking a chair. In an audio recording of this conversation provided by Complainants, Respondent's property manager states that one of the community room chairs was broken but does not comment on how or who broke the chair. In the recording, Complainant 1 then informed her that the chair had broken when he sat down in it and she responds by stating that she will follow up with the chair vendor, as the chairs were assembled by them and not Respondent staff. The audio recording does not support Complainants' allegation nor is there other evidence in the record that corroborates this allegation.

72. Complainant 1 also alleges that Respondent unfairly charged him and Complainant 2 a cleaning fee for the use of the community room the weekend of October 2, 2021. Respondent initially informed Complainants they would be charged a \$140 cleaning fee for the additional time Respondent staff had to spend cleaning beyond what was routine. However, after further communications between Respondent and Complainants, Respondent decided not to charge the fee and communicated the reversal to Complainants. In an audio recording provided by Complainants, Respondent's property manager reminds Complainants that they had a previous conversation where she told them the fee and letter were removed and Complainants acknowledged that conversation had taken place. Furthermore, there is no such charge on Complainants' rental ledger. There is no evidence to support the claim that Respondent charged Complainants a cleaning fee.
73. Regarding the rental assistance Complainants applied for, Complainant 1 alleges that Respondent's property manager intentionally delayed their rental application. A review of the email correspondence between Respondent's property manager, Complainants, and the rental assistance programs shows that Respondent's property manager was timely with her communication, typically responding within one business day, and readily provided the necessary information needed to move the applications along. Delays and communication issues arose on the part of the rental assistance programs themselves. In an audio recording provided by Complainants of the December 22, 2021, meeting between Complainants and Respondent, Complainant 1 acknowledges an awareness that the issues stemmed from the rental assistance program. He commented that their attorney, "said the program inherently has flaws and it's just a technical issue and she represents some other property management companies and they're having the same issues." There is no evidence in the record that Respondent's property manager intentionally delayed the Complainants' rental application.
74. In addition to the above claim, Complainant 1 also alleges Respondent failed to apply the \$3,000 in county rental assistance that Complainants were approved for in September 2022 to their rental ledger. However, the county rental assistance agency confirmed a check for the assistance was issued to the Respondent and cashed and Complainants rental ledger reflects that the assistance was applied to their balance on October 6, 2022. There is no evidence to show that Respondent failed to apply rental assistance received from the county rental assistance agency.
75. Complainant 1 alleges Respondent attempted to evict Complainants in March 2022, in violation of the eviction moratorium included in Minnesota's Emergency Executive Order.¹⁸ At this time, landlords were not allowed to evict tenants who had a pending rental assistance application. The letter issued on March 4, 2022, was a notice of past due rent and was not an eviction notice. Once Complainants notified Respondent that they had a pending rental assistance application for the past due rent amount, Respondent took no further action regarding the past due rent. There is no evidence to support Complainant 1's claim that Respondent took action to evict Complainants.

¹⁸ *Emergency Executive Order 20-01 issued by Tim Walz, Governor of the State of Minnesota on March 13, 2020. The cease on residential evictions was extended in subsequent Executive Orders and then phased out until the order expired in its entirety on June 1, 2022.*

76. Complainant 1 also alleges Respondent omitted him from emails and only communicated with Complainant 2. In the emails provided by Complainants to support this claim, the majority were communications initiated by Complainant 2. Notably, Complainant 2 did not always copy Complainant 1 on the emails and in those cases, Respondent only replied to Complainant 2. Only two emails that Complainants provided show that Respondent failed to include Complainant 1 in their reply to an email from Complainant 2 when she copied Complainant 1. Of the over twenty-five emails between Complainants and Respondent that were provided as evidence by either party in the investigation, the majority show Respondent communicated with both Complainant 1 and Complainant 2 and does not show a pattern of Respondent omitting Complainant 1. There is no evidence to support that Respondent consistently omitted Complainant 1 from correspondence and only communicated with Complainant 2. Furthermore, there is no evidence to support that any omissions of Complainant 1 were related to his race.
77. Additionally, Complainant 1 alleges that Respondent's property manager would accuse him of harassing her and her staff, which perpetuated racial stereotypes that characterize Black men as being aggressive. While Respondent's property manager did state, "there are assumptions within your response below that feel like harassment towards management in this office" in an email sent to Complainants on August 8, 2022, she is responding to a joint email from both Complainants and is not specifically addressing Complainant 1. Furthermore, Respondent's property manager makes no direct or indirect references to Complainant 1's race. The email does not support Complainant 1's allegation nor is there other evidence in the record that corroborates this allegation.
78. Complainant 1 claims that several of the building amenities were unavailable to Complainants while they were the only tenants in the building and were only made available once more tenants moved in. Respondent did confirm that a number of amenities were unavailable during the beginning of Complainants' tenancy, but stated this was due to the building newly opening, weather, warranty, and maintenance issues. There is no evidence in the record to rebut the validity of this assertion. Furthermore, even if Respondent's reasons for the amenities being unavailable were false, the amenities were unavailable to both Complainant 1 and Complainant 2, and Complainant 2 is white and outside of Complainant 1's protected class. The first two tenants to move in after the Complainants are of the same protected class as Complainant 1. There is nothing in the record to suggest that any actions taken by any Respondent employees were based on Complainant 1's race.
79. Respondent's leasing agent and caretaker did refer to Complainants by a racial slur, and after Complainants reported this incident to Respondent's property manager, she spoke with Respondent's leasing agent and caretaker and confirmed the conversation had taken place. Complainants did not allege that the behavior continued beyond the one instance and the leasing agent and caretaker's employment were terminated shortly after the complaint was communicated to the Respondent. Furthermore, Complainants did not hear the comments firsthand, but rather they were relayed to them after the fact by people who overheard the comments. Additionally, the Complainants were not subjected to any adverse actions that can be tied to the statement and remained tenants for more than eleven months after the statement was made. Finally, Complainants voluntarily ended their tenancy with Respondent and were never subjected to any adverse actions during their tenancy that can be connected with Complainant 1's protected class.

80. Complainant 1 also alleges that when Complainants moved out, the apartment was in good condition with no damage was beyond normal wear and tear. He claims Respondent misrepresented the damages and said that the repair charges were discriminatory. Complainants provided photos of the apartment taken at the time of their move-out, which do not support their claim. In the photos provided by Complainants, there is visible damage to the carpet, including stains and holes. The refrigerator door is visibly dented, and the walls, doorways, and closets also have dents and holes. Respondent provided repair estimates from third-party vendors that reflect the charges on Complainants' rental ledger. There is no evidence in the record to support that any of the damage or repair charges were based on Complainant 1's race.
81. Complainant 1 has failed to establish all necessary elements, namely the third and fourth elements; therefore, no further analysis is necessary. HREEO does not find the Respondent discriminated against Complainant 1 based on race.

LEGAL STANDARD FOR CLAIM 3: REPRISAL- ASSOCIATION

82. Reprisal happens when Respondent takes an adverse action against a person simply because that person engaged in activity that the Ordinance protects. The Ordinance makes this unlawful. A person engages in protected activity if they:
- a. Opposed a practice forbidden under this chapter or has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under this chapter; or
 - b. Associated with a person or group of persons who have filed a charge under this chapter;
 - c. Associated with a person or group of persons who are disabled or who are of different race, color, creed, religion, national origin, ancestry, sex, sexual or affectional orientation, familial status, marital status, or status with regard to public assistance.¹⁹
83. An "adverse action" in a reprisal claim is an action that would have dissuaded a reasonable person from making a claim or complaint of discrimination.²⁰
84. Complainant 1's evidence may be presented as direct and/or indirect evidence.²¹
85. *Direct Evidence Analysis.* Direct evidence is evidence of conduct or statements that a reasonable fact finder can rely on to conclude that Respondent's alleged discriminatory intent was a motivating factor in the adverse action.²² Stray remarks do not necessarily constitute direct evidence. Rather, the conduct or statements must specifically relate to the adverse action that Respondent took against Complainant 1.²³ If a case involves direct evidence, no further analysis is required to determine that Respondent's action was unlawful.²⁴

¹⁹ Saint Paul Legislative Code § 183.10.

²⁰ *Quinn v. St. Louis Cnty.*, 653 F.3d 745, 751 (8th Cir. 2011).

²¹ See *Aase v. Wapiti Meadows Cmty. Techs. & Servs., Inc.*, 832 N.W.2d 852, 856 (Minn. Ct. App. 2013) (explaining that a complainant may prove discriminatory intent by presenting sufficient direct evidence to prove her claim or by relying on indirect evidence and employing the McDonnell Douglas burden-shifting analysis).

²² *Taylor v. LSI Corp. of Am.*, 781 N.W.2d 912, 917 (Minn. Ct. App. 2010), *aff'd*, 796 N.W.2d 153 (Minn. 2011).

²³ *Price Waterhouse v. Hopkins*, 490 U.S. 228, 277 (1989); *Hansen v. Robert Half Int'l, Inc.*, 813 N.W.2d 906, 920 (Minn. 2012).

²⁴ *Feges v. Perkins Restaurants, Inc.*, 483 N.W.2d 701, 710 n.4 (Minn. 1992).

86. *Indirect Evidence Analysis.* When there is no direct evidence of discrimination, a fact finder can rely on indirect evidence or all of the evidence put together, to infer that Respondent's alleged discriminatory intent motivated the adverse action. If a case involves indirect evidence, the burden of proof shifts back and forth between Complainant 1 and Respondent.²⁵
87. Here, there is only indirect evidence, and therefore, a burden-shifting analysis applies.
88. To prove that Respondent engaged in reprisal based on indirect evidence, Complainant 1 must prove that (1) he engaged in activity or behavior that is protected by the Ordinance; (2) Respondent took an adverse action against Complainant 1; and (3) a causal connection exists between the protected conduct and the adverse action.²⁶
89. If Complainant 1 can establish these three elements, Respondent then has the opportunity to produce a legitimate, non-discriminatory reason for its actions.²⁷
90. If Respondent produces a legitimate reason for its actions, Complainant 1 then has to produce evidence that Respondent's reason is false or an excuse for discriminating against Complainant 1 because he engaged in protected activity.²⁸
91. If Complainant 1 cannot show respondent's reasons are false or an excuse for discrimination, then HREEO cannot find that Respondent discriminated against Complainant 1.²⁹

DISCUSSION OF CLAIM 3: REPRISAL- ASSOCIATION³⁰

92. Here, Complainant is able to establish some, but not all, of the required elements.
93. The first element has been satisfied. Complainant 1 is associated with Complainant 2, who is of a different race than he is.
94. The second element has been satisfied. The majority of Complainant 1's claims are not considered adverse actions under the law with the exception of Respondent charging Complainants for damages to the apartment following their move out. This action qualifies as an adverse action.
95. The third element has not been satisfied. There is no causal connection between the adverse action and Complainant 1's association with Complainant 2 because of the amount of time that lapsed between Respondent's initial awareness of Complainant 1's association with Complainant 2 and the adverse action. Complainant 1 and Complainant 2 moved into Respondent's property in

²⁵ *Sigurdson v. Isanti County*, 386 N.W.2d 715, 720 (Minn. 1986).

²⁶ *Bahr v. Capella University*, 788 N.W.2d 76, 81 (Minn. 2010); *Hubbard v. United Press Int'l Inc.*, 330 N.W.2d 428, 444 (Minn. 1983).

²⁷ *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 802 (1973); *Liles v. C.S. McCrossan, Inc.*, 851 F.3d 810, 818 (8th Cir. 2017).

²⁸ *Liles*, 851 F.3d at 818.

²⁹ *McDonnell Douglas*, 411 U.S. at 802.

³⁰ *During the course of the investigation, Complainants made statements that appeared to allude to a claim of reprisal for participating in protected activity, however the reprisal claim in the charge is for Complainant 1's association with Complainant 2 only and the charge was not amended to reflect such a claim. Accordingly, any claim of reprisal due to opposition will not be addressed in the reprisal analysis.*

October 2021 and did not move out until October 2022, at which point they voluntarily ended their tenancy. During this one-year period, Respondent did not subject them to any other adverse actions. This adverse action occurred twelve months after Respondent became aware of their association. The greater the lapse of time between the protected conduct and the alleged retaliatory action diminishes a connection between the two. Moreover, Respondent was aware of Complainant 1 and Complainant 2's association with one another and still decided to rent to them. Additionally, there are no allegations or evidence that Respondent made any statements about their association with one another, inappropriate or otherwise. Here, no evidence was found to support a connection between the imposition of fines related to damage and repairs and Complainant 1's association with Complainant 2.

96. Finally, even if there was a causal connection between Complainant 1's association with Complainant 2 and the adverse action, Respondent provided a legitimate, non-discriminatory reason for its actions that is supported by the evidence in the record. Specifically, the evidence shows that the charges to Complainants for damage to the unit were imposed because the unit was damaged. In fact, Complainants provided photographic evidence that supports Respondent's assertion that there was damage to the unit. Most importantly, there is no evidence to support an argument that Respondent's legitimate non-discriminatory reason for imposing the fines was false or an excuse for discrimination.

97. Complainant 1 fails to establish all of the necessary aforementioned elements, namely the third element; therefore, HREEO cannot find that Complainant 1 was retaliated against for engaging in protected activity under the Ordinance.

CONCLUSION

98. THEREFORE, HREEO finds that there is **NO CAUSE** to find that Respondent discriminated against Complainant 2 based on her sex. HREEO also finds there is **NO CAUSE** to find that Respondent discriminated against Complainant 1 based on his race or retaliated against him for engaging in protected activity, all in violation of the Saint Paul Human Rights Ordinance.³¹



Beth Commers
Interim Director, Human Rights & Labor Standards
City of Saint Paul Department of Human Rights
and Equal Economic Opportunity

³¹ Saint Paul Legislative Code § 183.



Rock Spring Law Group PLLC
1050 30th Street, NW
Washington, D.C. 20007
Tel: +1 202 258-2776
www.rockspringlaw.com

Carl A. Anderson
Founder and Managing Partner
Direct Dial: +1 202 258 2776
caa@rockspringlaw.com

February 23, 2023

Beth Commers
Interim Director, Human Rights & Labor Standards
15 Kellogg Boulevard West,
280 City Hall
Saint Paul, MN 55102

Re: Immanuel Jones and Madison Scholl v. Wellington Management, LLC
HUD File Number: 05-22-6863-8
HREEO Case Number: A-5808

NOTICE OF APPEAL

Dear Ms. Commers:

Before the above-captioned Department, Complainants appeal this decision and ask the Interim Director to reconsider the determination. Pursuant to the appeal requirements, we are identifying evidence that was available during the investigation but was not properly weighed in reaching the determination. Also, we are presenting statutory and/or case law supporting our claim which indicates the determination was erroneous.

1. Respondent discriminated against Complainant 2 by subjecting her to sex-based harassment.
2. Respondent discriminated against Complainant 1 in the terms, conditions and/or privileges in the same rental/lease of real property based on his race.
3. Respondent retaliated against Complainant 1 due to his association with Complainant 21.

BACKGROUND:

On October 25, 2022, Complainants filed a complaint with the Human Rights & Equal Economic Opportunity (HREEO) claiming Respondent discriminated against them in the area of housing on the basis of sex and race and unlawful retaliation. (*See* Complaint dated October 25, 2022).

On December 15, 2022, Respondent provided its answer to the complaint denying the allegations as stated in above Complaint. (*See* Respondent's Answer, forwarded under cover by HREEO, dated December 15, 2022).

On February 17, 2022, Complainants provided a rebuttal statement to Respondent's Answer. (*See* Complainants' rebuttal statement dated February 17, 2022).

On February 13, 2024, Department of HREEO submitted a determination of their findings on February 13, 2024. (*See* HREEO's determination submitted under cover letter dated February 13, 2024).

FACTS:

Complainant 1 is an African American male. Complainant 2 is a white female.

Respondent is a property management company, Wellington Management ("Wellington") that owns and operates an apartment called "The Pitch" ("The Pitch" or "Property") located at 427 Snelling North in Saint Paul, Minnesota.

Complainants were tenants at The Pitch.

On September 24, 2021, Complainants toured The Pitch and submitted a rental application, paid the deposit and application fees (one month rent and parking fees).

On September 29, 2021, a property manager/leasing agent, Donzeal Epps ("Epps") from The Pitch emailed the Complainants notifying them their rental application had been conditionally approved and they would need to pay a higher deposit without any justification. The complainants paid the additional deposit and signed an updated performance deposit agreement later that same day.

On October 1, 2021, the Complainants moved into their apartment.

From October 2, 2021, until November 19, 2021, the Complainants were the only residents living at that building.

On October 3, 2021, the Claimants had a few guests visit them and they utilized the community room.

On October 5, 2021, Claimants and Respondent met to discuss issues which included Complainants' concerns that the leasing agent had made a comment about them not being able to afford the apartment while they were signing the lease agreement. The complainants also stated that the leasing agent was loitering during their move-in. During this time, the Claimants' guests overheard the leasing agent refer to the Complainants using the "N" word.

During this same meeting, the property manager, Kendra Woods, expressed concerns about the small gathering on October 3. She issued a written verbal warning and assessed cleaning fees in the amount of \$140, citing a "filthy common area," the guests smoking out on the patio, a broken chair, and a dog onsite. It should be noted that in this meeting that 1. Woods acknowledged she had seen residents cleaning up and vacuuming the area on security footage, 2. Residents explained that the leasing agent had assured them that they could smoke outside on the patio, 3. Woods alleged that she assumed complainant Jones had thrown and broken the chair, while Jones explained that it had collapsed when he sat in it, 4. The dog was a service animal, and signs prohibiting dogs had also been taken down for a photoshoot. Complainants later followed up on

this meeting with a comprehensive email disputing inaccuracies and clarifying things.

On October 29, 2021, Respondent terminated the leasing agent Epps along with the caretaker, Trey Opack. Reasons for the termination included the conduct reported by the Complainants to the Respondent.

CLAIM NO. 1: Sex-Based Harassment of Complainant 2 (Madison Scholl)

Complainant 2 hereby requests reconsideration of the decision and submits the following information in her appeal of this decision: *See Kenneh vs. Homeward Bound*, 944 N.W. 2d 222 (Minn. 2020). which upholds the “severe or pervasive standard in sexual harassment claims.”

- Complainant 2 is a member of a protected class;
- Complainant 2 was subjected to unwelcome harassment.
- The harassment was based on the Claimant's protected class.
- The harassment was severe enough to deprive her of the right to enjoy her home.

To prove that Respondent harassed Complainant 2 and created an unlawful hostile environment, Complainant 2 must show that (1) she is a member of a protected class; (2) she was subject to unwelcome harassment; (3) the harassment was based on Complainant 2's protected class or request for accommodation; and (4) the harassment was sufficiently severe or pervasive so as to deprive her of the right to enjoy her home.

The HREEO decision grants that Complainant 2 is able to establish she is a member of a protected class satisfying the first element of the claim. However, the HREEO decision found that the remaining elements of the above analysis are not supported by the evidence in the record.

First, Complainant 2 did establish that she was subjected to unwelcome harassment by Respondent.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical contact or other verbal or physical conduct or communication of a sexual nature. Saint Paul Legislative Code § 183.02(29)

HREEO acknowledges that Complaint reported several incidents of sex-based harassment by Respondent including: Respondent's leasing agent made sexual gestures and lewd comments, offering her a tour of vacant units while physically blocking her path, walked behind Complainants in the hallway while whistling, smiled and whistled while walking towards Complainant 2 in the hallway, adjusted his pants while speaking with her, sent text messages to Complainant 2 at odd hours, created a fake Snapchat profile to stalk complainant 2, chased her down the hallway, and that Respondent's caretaker and leasing agent changed into gym clothes in front of Complainants' guests (although HREEO fails to mention that changing his clothes included stripping down to his underwear).

HREEO failed to acknowledge the multiple instances where Complaint reported that Respondent's leasing agent popped out of a vacant unit at a time when Complainant 2 was alone. HEERO also failed to acknowledge that Complainant 2 was notified by another maintenance worker that Respondent's leasing agent was watching her on the property's surveillance cameras.

HREEO also failed to mention that Respondent's leasing agent intentionally blocked Complainant 2's path while suggesting they go on a private tour together. Most significantly, HREEO failed to mention the instance in which Complainant 2 was chased down the hallway by Respondent's leasing agent.

All of these instances are examples of unwelcome harassment by the Respondent and the Respondent's leasing agent and are absent from HREEO's determination.

Additionally, Complainant 2 did establish that the harassment she was subjected to was based on her membership in a protected class.

Complainant 2 reported in an email to Respondent that "while I was walking down the hall talking with several friends, [Respondent's leasing agent] walked out from around the corner whistling and smiling. His whistle and smile quickly changed once he realized I was with a group of men...it would seem that he was trying to startle me, and my partner and his male friend took it very personally and said he was trying to intimidate me but realized I was with them." The behavior of Respondent's leasing agent changing as soon as he noticed males present, indicates that he was motivated to act this way towards Complainant 2 because of her sex, which is membership in a protected class.

Finally, the Complainant did establish that the harassment she suffered was sufficiently severe or pervasive as to deprive her of the right to enjoy her home. Complainant 2 had to be constantly escorted everywhere in the common areas as well as entering or exiting their residence.

In the housing context, harassment "is actionable when the offensive behavior unreasonably interferes with the use and enjoyment of the premises." *DiCenso v. Cisneros*, 96 F.3d 1004, 1008 (7th Cir. 1996), quoted in *Quigley v. Winter*, 598 F.3d 938, 947 (8th Cir. 2010).

"To determine whether actionable sex discrimination exists in a given case, all the circumstances surrounding the conduct alleged to constitute sexual harassment, such as the nature of the incidents and the context in which they occurred, should be examined." *Cont'l Can Co. v. State*, 297 N.W.2d 241, 249 (Minn. 1980) ; see also *Ash v. Tyson Foods, Inc.* , 546 U.S. 454, 456, 126 S.Ct. 1195, 163 L.Ed.2d 1053 (2006) ("The speaker's meaning may depend on various factors including context, inflection, tone of voice, local custom, and historical usage."); *Jenkins v. Univ. of Minn.*, 838 F.3d 938, 945 (8th Cir. 2016).

HREEO failed to consider all relevant facts in this case which contributed to the sex-based harassment. The Respondent's maintenance employee named Alex disclosed to the Claimants that the leasing agent, Epps, was fired due to harassing another female employee. Complainant 2 stopped using the community spaces at the property unless she was accompanied by someone else and stopped using the gym entirely after learning that Epps was monitoring her on the security cameras.

Furthermore, the Respondent's leasing agent was a convicted sex offender. (See Kari Koskinen Manager Background Check Act, which aims to prevent individuals with criminal convictions from being employed in roles such as a leasing agent.)

HREEO cited two cases in their determination of the sexual harassment claim which were decided in 2003 and 2010 respectively. The Supreme Court in *Kenneh* specifically warns of relying on

analogous federal decisions from just a few years ago, as each case must be decided to take into consideration societal change or attitudes with the understanding that reasonable people “would likely not tolerate the type of behavior courts previously brushed aside.”

These facts, combined with Complainant 2’s independent reporting of sexual harassment cannot simply be ignored and absent from the Determination.

HREEO failed to acknowledge that Complainant 2 alleges that she made additional verbal reports to the residential property manager which were ignored.

HREEO failed to acknowledge additional evidence that Complainant 2 was deprived of the right to enjoy her home including the fact that she felt constantly stalked and watched whenever she was on the premises because Respondent’s leasing agent consistently approached her as she was coming and going from her home and monitored her comings and goings on the security cameras.

When Respondent’s comments and behaviors are considered within the larger context in which Complainant was made to feel uncomfortable, Respondent’s behavior establishes actionable sexual harassment.

CLAIM NO. 2: Race-based discrimination of Complainant 1 (Immanuel Jones)

Complainant 1 requests reconsideration of the determination made in this claim on the following facts:

- Complainant 1 was subjected to discrimination by Respondent and Respondent’s leasing agent based on his race.
- This discrimination can be proven by direct and indirect evidence.

St. Paul Legislative Code provides that, “it shall be unlawful to discriminate against any person based on their protected classes. . . of either the buyer or renter, a person residing in or intending to reside in that dwelling after it is sold, rented, or made available; or any person associated with the buyer or renter... in the terms, conditions, or privileges of the sale, rental or lease of any real property or in the full and equal enjoyment of services, facilities, privileges and accommodations or in the furnishing of facilities or services in connection therewith...”.⁸ Saint Paul Legislative Code § 183.06(1)b. Evidence of such discrimination may be presented as direct and/or indirect evidence. *Aase v. Wapiti Meadows Cmty. Techs. & Servs., Inc.*, 832 N.W.2d 852, 856 (Minn. Ct. App. 2013).

Direct evidence of such discrimination requires that the conduct or statements must specifically relate to the adverse action that Respondent took against Complainant 1. *Price Waterhouse v. Hopkins*, 490 U.S. 228, 277 (1989); *Hansen v. Robert Half Int’l, Inc.*, 813 N.W.2d 906, 920 (Minn. 2012). If a case involves direct evidence, no further analysis is required to determine the Respondent’s action. *Id.*

Complainant 1 established direct evidence of this discrimination by providing statements made by Respondent’s leasing agent. The Respondent’s leasing agent made a statement that “I can’t wait to get these ni&&@s evicted out of here.” [spelling intentionally changed] HREEO incorrectly described this statement as a “stray remark”. However, this statement directly relates to the adverse action that Respondent eventually took against Complainant. Therefore, direct evidence establishes

this discrimination claim, and no further analysis is required.

However, if HREEO is unwilling to acknowledge these statements as pieces of direct evidence, the Complainant is also able to prove this discrimination through indirect evidence.

Indirect evidence of racial discrimination requires establishing these 4 factors: (1) the Complainant is a member of a protected class; (2) the Complainant was the Respondent's tenant; (3) Respondent imposed unfavorable or less favorable terms or conditions on the Complainant's tenancy; and (4) Respondent did not impose such terms or conditions on similarly situated tenants not of the Complainant's protected class. See *Edwards v. Hopkins Plaza Ltd. P'ship*, 783 N.W.2d 171, 180 (Minn. Ct. App. 2010); See also *U.S. v. Badgett*, 976 F.2d 1176, 1178 (8th Cir. 1992).

HREEO acknowledges that Factors 1) and 2) of the above analysis are met.

Factors 3) and 4) of the above analysis has also been proven by Complainant 1. The treatment that Complainant 1 received from The Pitch was not the same as the treatment received by other tenants. Evidence of this includes: Complainant not being informed of community-wide parties/events, being excluded from a move-in bonus that other (primarily white) tenants received, and that other tenants received reimbursement for transportation when their cars were stuck in the parking matrix. Additional evidence includes the fact that the Complainants were deceptively charged a higher deposit than what they were originally told.

The complainant's claim about the move-in incentives was corroborated by audio recordings provided to HREEO by the Complainant. It is obvious that these recordings were not reviewed by HREEO prior to this decision.

Indirect evidence of Respondent's racial discrimination was also evident during the discussion of the warning about the damage to the community room on the days of October 2-3, 2021. Respondent's property manager racially stereotyped Complainant 1 and portrayed him as being "violent" by accusing him of throwing and breaking a chair. Evidence of this was provided to HREEO by the Complainant through an audio recording.

In the audio recording, Respondent's property manager directly accuses Complainant 1 of breaking the chair. Respondent's property manager was asserting that African-Americans have, both historically and currently, often been portrayed as more violent and aggressive, and so it is clear that to allege Complainant 1 to have broken the chair through unreasonable violent behavior, such as throwing it, provides evidence of this stereotype.

In conclusion, Complainant 1 is able to prove racial discrimination by Respondent through both direct and indirect evidence.

CLAIM NO. 3: Reprisal Against Complainant 1 (Immanuel Jones)

Complainant 1 requests reconsideration of the determination made in this claim on the following facts:

- Complainant was associated with Complainant 2.
- Complainant 1 was subjected to an adverse action by Respondent because of this association.

Reprisal happens when the Respondent takes an adverse action against a person simply because that person engaged in an activity that the Ordinance protects. The Ordinance makes this unlawful. A person engages in protected activity if they: Opposed a practice forbidden under this chapter or have filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this chapter; or Associated with a person or group of persons who have filed a charge under this chapter; Associated with a person or group of persons who are disabled or who are of different race, color, creed, religion, national origin, ancestry, sex, sexual or affectional orientation, familial status, marital status, or status with regard to public assistance. Saint Paul Legislative Code § 183.10.

An “adverse action” in a reprisal claim is an action that would have dissuaded a reasonable person from making a claim or complaint of discrimination. *Quinn v. St. Louis Cnty.*, 653 F.3d 745, 751 (8th Cir. 2011).

Evidence of reprisal can be submitted through direct or indirect evidence. *Sigurdson v. Isanti County*, 386 N.W.2d 715, 720 (Minn. 1986). Complainant 1 proves reprisal by relying on indirect evidence.

To prove that Respondent engaged in reprisal based on indirect evidence, Complainant 1 must prove that (1) he engaged in activity or behavior that is protected by the Ordinance; (2) Respondent took an adverse action against Complainant 1; and (3) a causal connection exists between the protected conduct and the adverse action. *Bahr v. Capella University*, 788 N.W.2d 76, 81 (Minn. 2010); *Hubbard v. United Press Int’l Inc.*, 330 N.W.2d 428, 444 (Minn. 1983).

HREEO acknowledges that Factor 1) and Factor 2) of the above analysis have been met. Important to note is that HREEO found that the Respondent’s charging complainants for damages to the apartment following their move-out constituted an adverse action.

Additional adverse actions, ignored by HREEO, suffered by the complainants include the stress caused by the words and actions of the leasing agent Epps and the stress caused by Respondent’s attempts to get complainants to terminate their lease when they were unable to do so.

Factor 3) has also been established by Complainant 1. The requirement to show a “causal connection” is quite low for a prima facie case. The complainant is only required to show that the adverse action and the association are not “wholly unrelated.” *Bahr v. Capella University*, 788 N.W.2d 76, 81 (Minn. 2010); *Hubbard v. United Press Int’l Inc.*, 330 N.W.2d 428, 444 (Minn. 1983). Complainant has easily met this bar by establishing the severe harassment that both he and Complainant 2 suffered during their tenancy with Respondent.

The timeframe that must be analyzed to determine whether a causal connection exists is the time between when the association was discovered by the Respondent and when the adverse action was suffered. HREEO incorrectly assumes that because complainants were not subjected to adverse actions while they were tenants of Respondent, there is no causal connection.

HREEO incorrectly describes the Respondent’s position as a legitimate non-discriminatory reason for the adverse action. The alleged “damage” to the apartment was normal wear and tear which the complainants were not responsible for reimbursing under Minnesota law. There is no other justification provided by the Respondent for these aggressive charges. Complainants also offered to have their personal liability renter’s insurance cover these damages. Respondent refused to allow

this, with no justification. This is further evidence that the Respondent's intent in charging for these alleged "damages" was to cause financial hardship to the complainants. A ledger provided to Complainants also claims that they have inaccuracies with regards to the balance owed and the numerous fees that were to be waived. [Exh. A]

Therefore, the Complainant established that he suffered an adverse action constituting reprisal and that the Respondent has failed to establish a legitimate, non-discriminatory reason for this action.

CONCLUSION

Complainants respectfully request HREEO to reconsider its decision on the three claims of 1) Sexual harassment, 2) racial discrimination, and 3) reprisal.

Sincerely,

A handwritten signature in black ink, appearing to read "Carl A. Anderson". The signature is fluid and cursive, with the first name "Carl" being more prominent.

s/ Carl A. Anderson

Enclosures

Cc: Timothy Lovett, Esq.
Charles Goldstein, Esq.

Move Out Statement

Date: 10/17/2022

Code	10000002	Property	pitchres	Lease From	10/01/2021
Name	Madison Scholl	Unit	601	Lease To	09/30/2022
Address	830 Washington Street	Status	Past	Move In	10/01/2021
		Rent	2,420.00	Move Out	09/30/2022
City	Anoka, MN 55303			Notice	07/31/2022
Telephone	(O)-() - (H)-(651) 208-7368				

Date	Description	Charge	Payment	Balance	Chg/Rec
	Balance as of 9/01/2022			15,875.40	
09/01/2022	Residential Car Matrix Fee (09/2022)	210.00	0.00	16,085.40	11637
09/01/2022	Residential Garage Rent (09/2022)	150.00	0.00	16,235.40	11638
09/01/2022	Residential Tenant Rent (09/2022)	2,060.00	0.00	18,295.40	11639
09/08/2022	September late fee	190.80	0.00	18,486.20	11852
09/13/2022	Incorrect charge; resident was to receive CM @ \$175	-35.00	0.00	18,451.20	11937
09/13/2022	Cancelled CM parking	-210.00	0.00	18,241.20	11938
09/30/2022	Security Deposits credit	-2,060.00	0.00	16,181.20	15003
09/30/2022	Residential Car Matrix Fee (09/2022) Credit 17 days	-119.00	0.00	16,062.20	15004
09/30/2022	MO Damages; wall repairs/door repairs	870.00	0.00	16,932.20	15005
09/30/2022	MO Damages; carpet replacement due to extensive damages. The charge reflects the depreciation left on the life of the carpet.	1,046.70	0.00	17,978.90	15006
09/30/2022	Utility Charge; FINAL bill w/ UMS	1,073.79	0.00	19,052.69	15007
10/03/2022	Replacement mail key	35.00	0.00	19,087.69	15000
10/03/2022	Security Deposit Interest	-20.54	0.00	19,067.15	15002
10/06/2022	Estimated fridge door replacement due to multiple damages.	675.00	0.00	19,742.15	15001

On the moveout ledger dated 10/17/22, there was no rent assistance payment

On the ledger they just recently provided, there's a rent assistance payment dated 10/6/22. How was that not yet reported on 10/17/22 if they received it on 10/6/22?

05/01/2022	RRENT	Residential Tenant Rent (05/2022)	2,060.00	17,780.00	1297
05/01/2022	RGAR-MAT	Resident released stall to park in a standard stall starting 5/1	(175.00)	17,605.00	1457
05/01/2022	RGARAGE	Residential Garage Rent	150.00	17,755.00	1458
05/04/2022	RLATE	Residential Late Fee	190.80	17,945.80	1459
05/10/2022		chrg 103680		9,832.80	1046
06/01/2022	RGAR-MAT	Residential Car Matrix Fee (06/2022)	175.00	8,288.00	1990
06/01/2022	RGARAGE	Residential Garage Rent (06/2022)	150.00	8,438.00	1991
06/01/2022	RRENT	Residential Tenant Rent (06/2022)	2,060.00	10,498.00	1992
06/04/2022	RLATE	Residential Late Fee	190.80	10,688.80	3789
07/01/2022	RGAR-MAT	Residential Car Matrix Fee (07/2022)	175.00	10,863.80	3393
07/01/2022	RGARAGE	Residential Garage Rent (07/2022)	150.00	11,013.80	3394
07/01/2022	RRENT	Residential Tenant Rent (07/2022)	2,060.00	13,073.80	3395
07/05/2022	RLATE	Residential Late Fee	190.80	13,264.60	3770
07/15/2022	RPARTY	Reservation date 7/15/22	100.00	13,364.60	3771
07/19/2022		chrg 0955903142		100.00	2523
08/01/2022	RGAR-MAT	Residential Car Matrix Fee (08/2022)	210.00	13,474.60	8323
08/01/2022	RGARAGE	Residential Garage Rent (08/2022)	150.00	13,624.60	8324
08/01/2022	RRENT	Residential Tenant Rent (08/2022)	2,060.00	15,684.60	8325
08/04/2022	RLATE	Residential Late Fee	190.80	15,875.40	8932
09/01/2022	RGAR-MAT	Residential Car Matrix Fee (09/2022)	210.00	16,085.40	11637
09/01/2022	RGARAGE	Residential Garage Rent (09/2022)	150.00	16,235.40	11638
09/01/2022	RRENT	Residential Tenant Rent (09/2022)	2,060.00	18,295.40	11639
09/08/2022	RLATE	September late fee	190.80	18,486.20	11852
09/13/2022	RGAR-MAT	Incorrect charge; resident was to receive CM @ \$175	(35.00)	18,451.20	11937
09/13/2022	RGAR-MAT	Cancelled CM parking	(210.00)	18,241.20	11938
09/30/2022	RSECDEP	Security Deposits credit	(2,060.00)	16,181.20	15003
09/30/2022	RGAR-MAT	Residential Car Matrix Fee (09/2022) Credit 17 days	(119.00)	16,062.20	15004
09/30/2022	RDAMAGE	MO Damages; wall repairs/door repairs	870.00	16,932.20	15005
09/30/2022	RDAMAGE	MO Damages; carpet replacement due to extensive damages. The charge reflects the depreciation left on the life of the carpet.	1,046.70	17,978.90	15006
09/30/2022	RUTLRVCR	Utility Charge; FINAL bill w/ UMS	1,073.79	19,052.69	15007
10/03/2022	RMISCINC	Replacement mail key	35.00	19,087.69	15000
10/03/2022	RSDINT	Security Deposit Interest	(20.54)	19,067.15	15002
10/06/2022	RXAPPRPL	Estimated fridge door replacement due to multiple damages.	675.00	19,742.15	15001
10/08/2022		chrg 331349		3,000.00	9902



March 13, 2024

via Regular and Certified Mail

Carl Anderson
Rock Spring Law Group
1050 30th Street NW
Washington, DC 20007

RE: Immanuel Jones and Madison Scholl v. Wellington Management, LLC
HUD File Number: 05-22-6863-8
HREEO Case Number: A-5808

Dear Crystal Dungey:

Pursuant to Section 183.201(b) of the Saint Paul Human Rights Ordinance, I write to inform you that I have affirmed the determination of **No Cause** in this case.

Should clarification, additional information or a meeting be desired, please do not hesitate to contact HREEO at (651) 266-8966. Thank you.

Sincerely,

Beth Commers
Interim Director, Human Rights & Labor Standards

Enclosures

- Right to Sue
- Memorandum of Administrative Appeal

cc: Timothy Lovett for the Respondent
Associate General Counsel, Wellington Management



**BEFORE THE CITY OF SAINT PAUL
DEPARTMENT OF HUMAN RIGHTS & EQUAL ECONOMIC OPPORTUNITY**

Immanuel Jones and Madison Scholl,
Complainant,

RIGHT TO SUE LETTER

vs.

Case No.: A-5808
HUD No.: 05-22-6863-8

Wellington Management, LLC,
Respondent.

NOTICE OF COMPLAINANT'S RIGHT TO SUE

Pursuant to the authority vested in it under Chapter 183 of the Saint Paul Human Rights Ordinance, this Department hereby issues this Right to Sue letter for one or more of the following reasons:

1. ☒ The Director has determined that available Department resources have been exhausted in relation to this matter;
2. ☐ The Director has determined that there is a No Cause finding to credit the allegations contained in the charge;
3. ☒ The Director has determined that Complainant's appeal is denied and reaffirms the No Cause finding;
4. ☐ The Director has determined that the Department has been unable to successfully conciliate the Cause finding in the charge; or
5. ☐ Other:

Immanuel Jones and Madison Scholl v. Wellington Management, LLC
Case# A-5808/HUD# 05-22-6863-8
March 13, 2024
Page 2 of 2

Please note that Complainant has forty-five (45) days from the receipt of this notice to file this matter in court. Receipt of notice is presumed to be five (5) days from the date of service by mail of the written notice. Failure to do so may result in prejudicial harm to this matter.

SAINT PAUL DEPARTMENT OF HUMAN RIGHTS
& EQUAL ECONOMIC OPPORTUNITY



Beth Commers
Interim Director, Human Rights & Labor Standards

March 13, 2024
Date

cc: Timothy Lovett for the Respondent
Associate General Counsel, Wellington Management



Immanuel Jones and Madison Scholl v. Wellington Management, LLC

HUD File Number: 05-22-6863-8

HREEO Case Number: A-5808

MEMORANDUM OF ADMINISTRATIVE APPEAL

The City of Saint Paul's Department of Human Rights and Equal Economic Opportunity ("HREEO" or "Department") has finished its consideration of this administrative appeal, and the Director affirms:

1. There is **NO CAUSE** to find that Respondent discriminated against Complainant 2 by subjecting her to sex-based harassment.
2. There is **NO CAUSE** to find that Respondent discriminated against Complainant 1 in the terms, conditions, or privileges of the sale/rental/lease of real property based on his race.
3. There is **NO CAUSE** to find that Respondent retaliated against Complainant 1 due to his association with Complainant 2.

Background

4. HREEO determined that there was "no cause" in the Complainant's charge of discrimination on February 13, 2024. Complainant received the determination on February 16, 2024, as confirmed by the Certified Mail receipt. Complainant submitted an appeal on February 23, 2024, and provided Respondent with a copy of the request for reconsideration on February 23, 2024. Complainant appealed, stating there was evidence available during the investigation, but it was not properly weighed in reaching the determination and that there is statutory or case law indicating that the determination is erroneous.

Legal Standard

5. Under Chapter 183.201 of the Saint Paul Human Rights ("Ordinance"),¹ a request for reconsideration shall contain or identify and describe the relevance of one or more of the following:
 - a) Evidence that was not available during the investigation;
 - b) Evidence that was available during the investigation, but was not properly weighed in reaching the determination; or
 - c) Statutory or case law indicating that the determination is erroneous.

¹ Saint Paul Legislative Code §183.201

6. After review of the request for reconsideration, the Director shall:
 - a) Affirm the determination of no cause;
 - b) Reverse the determination of no cause; or
 - c) Vacate the determination of no cause, remand the case for further investigation, and issue a new determination.

Discussion

First Claim: Sex-Based Harassment of Complainant 2

7. With regard to Complainant's claim that HREEO failed to acknowledge additional evidence provided by Complainant 2 during the course of the investigation and that certain evidence available during the investigation was not adequately considered in the determination, the review concluded that all evidence was evaluated appropriately by the investigator. No information was identified that was overlooked in the determination process. All evidence was considered, and only facts relevant to the legal analysis were included in the determination.
8. First, Complainant 2 claims that HREEO failed to acknowledge her allegations of sex-based harassment. Specifically, Complainant 2 alleged that Respondent's leasing agent "popped out of a vacant unit at a time when Complainant 2 was alone..." and in another instance, the same leasing agent "...intentionally blocked Complainant 2's path while suggesting they go on a private tour together..." and that Complainant 2 was "...chased down the hallway by Respondent's leasing agent." The review concluded that there is no evidence in the record to substantiate the above-mentioned allegations.
9. Second, with regard to Complainant 2's allegations regarding receiving text messages at odd hours, the review confirmed that the text messages were indeed within the boundaries of typical business hours and did not contain reference to anything inappropriate, sexual, or otherwise.
10. Third, with regard to No. 51 in the Memorandum, Complainant 2 claims that HREEO "failed to mention" that Respondent's caretaker and leasing agent "stripped down to their underwear" when they were seen by Complainant 2's guests change into their gym clothes, next to a parked car, outside of Respondent's apartment building. The review confirms that Complainant 2 was not present during this incident. The review also confirms that hearing about the incident from others does not equate to being subjected to sexual harassment by Respondent's employees. The review concluded that there is no evidence in the record to substantiate this allegation.
11. Fourth, Complainant 2 claims that HREEO "failed to acknowledge" being notified by a Respondent staff member that "...[Respondent's] leasing agent was watching her on the property's surveillance cameras." Contrary to Complainant 2's allegation, when one listens to the audio recording, it is evident that Respondent's staff member informed both Complainant 2 and Complainant 1 that the leasing agent monitored the surveillance cameras on Respondent's premises with no mention specific to Complainant 2 or even Complainant 1.² There is no evidence to show that the leasing agent was targeting Complainant 2.

² See audio recording "Exhibit 7" minute 8.

12. Finally, with regard to Complainant's submitted case law, *Kenneh vs. Homeward Bound*, 944 N.W. 2d 222 (Minn. 2020), while the Department does recognize the significance of *Kenneh*, a thorough review of the evidence in the record, including the above-mentioned audio recording in No. 4, shows that Complainant 2's sex-based harassment claims are unsubstantiated. Ultimately, there is no new or existing evidence to corroborate Complainant 2's allegations of sexual harassment.

Second Claim: Race-based Discrimination of Complainant 1

13. With regard to Complainant 1's claim that certain evidence available during the investigation was not adequately considered in the determination, the review concluded that all evidence was evaluated appropriately by the investigator.
14. First, with regard to Respondent's leasing agent's racial slur, the review confirmed that the leasing agent and caretaker referred to both Complainants by a racial slur. Complainants did not hear the comment firsthand, but rather they were relayed by Complainants' guests. Similar to No. 4 above, the review confirms that hearing about the incident from others is not the same as hearing it first-hand. The review also confirmed that Respondent terminated the employment of both employees, shortly after the complaint citing Complainants' report, among other reasons. Importantly, neither the leasing agent nor the caretaker subjected Complainants to any adverse actions while they were Respondent employees.
15. Second, Complainant 1 claims a direct relation between the above-mentioned incident and "...the adverse action that Respondent eventually took against Complainant." The review confirmed that the Complainants were not subjected to any adverse actions that can be tied to this incident. Respondent promptly responded to Complainants' complaint against the leasing agent and the caretaker, investigated Complainants' claims, and took necessary action against the leasing agent and the caretaker. It should also be highlighted that Complainants voluntarily ended their tenancy with Respondent almost 1 year after this incident occurred.
16. Third, Complainant 1 asserts that Respondent's property manager "...racially stereotyped Complainant 1 and portrayed him as being "violent" by accusing him of throwing and breaking a chair. Complainant provided evidence to HREEO through an audio recording." However, the property manager was not heard accusing Complainant of throwing and breaking a chair in the audio recording and no other evidence exists to corroborate this allegation.³
17. Finally, Complainant 1 asserts that Respondent discriminated against him by excluding him from a move-in bonus and other move-in incentives by stating, "...[Complainant 1's] claim about the move-in incentives was corroborated by audio recordings provided to HREEO by the Complainant. It is obvious that these recordings were not reviewed by HREEO prior to this decision." Reiterating discussion No. 68 on page 9 of the Memorandum, the review of audio recordings confirmed that Respondent did not inform Complainant of any move-in bonus or other move-in incentives.⁴ Furthermore, Complainant 1 and Complainant 2 were the first tenants to move into Respondent's apartment complex. Suggesting that other tenants were present at that time as comparators is false. It should also be noted that both Complainant 1 (Black man) and Complainant 2 (white woman) were subjected to the same terms and conditions, further weakening Complainant 1's allegation that he was subjected to different treatment based on his race.

³ See audio recording "10.5.2021 Conversation with Property Manager", minute 22-31.

⁴ See audio recording "Apartment tour with Leasing Agent"


Third Claim: Reprisal Against Complainant 1

18. With regard to Complainant's claim that HREEO "incorrectly describes Respondent's position as a legitimate non-discriminatory reason for the adverse action..." the review concluded that all evidence was evaluated appropriately by the investigator, including move-out documentation provided to HREEO by Complainants.
19. The review confirmed there is no causal connection between the adverse action and Complainant 1's association with Complainant 2. Specifically, Respondent was aware of Complainant 1's association with Complainant 2 for the duration of their tenancy. During the duration of their tenancy, Complainants were not subjected to other adverse actions, diminishing the connection between the adverse action and the association claim.
20. Furthermore, Complainant 1 claims there were additional adverse actions "ignored" by HREEO that both Complainants suffered including trying to get them to terminate their lease early and "...stress caused by the words and actions of the leasing agent [Redacted name] the stress caused by Respondent's attempts to get complainants to terminate their lease they were unable to do so." The review confirmed that there is no evidence in the record to show that Respondent acted in a manner to "get complainants to terminate their lease." The investigation and review show that Respondent worked with Complainants throughout their tenancy to address their concerns, including when Complainants made Respondent aware of Complainants' rental assistance applications. Respondent did not take any adverse action against Complainants, rather Respondent staff assisted Complainants in redirecting their rental assistance to Respondent when technical issues occurred from the rental assistance agency. It is also noteworthy to mention that stress alone is not an adverse action under the Saint Paul Human Rights Ordinance.
21. Finally, the review confirmed that Respondent provided a legitimate non-discriminatory reason for imposing fines on Complainants. Available information and evidence provided to HREEO by Complainants show the damage inflicted on the unit.

Conclusion

22. Complainants have not shown that there was new evidence either unavailable during the investigation or that evidence available at that time was not properly considered in the determination.
23. Complainants have not shown that there is statutory and/or case law supporting Complainant's claim indicating the determination is erroneous because Complainants did not provide evidence to support their assertions in No 4.
24. Ultimately, no information introduced during the investigation or resubmitted during this appeal suggested that Respondent discriminated against Complainant 2 by subjecting her to sex-based harassment, or Complainant 1 by discriminating against him in the terms, conditions, or privileges of the sale/rental/lease of real property based on his race, or by retaliating against him due to his association with Complainant 2.

25. THEREFORE, HREEO affirms that there is **NO CAUSE** to find that Respondent discriminated against Complainant 2 based on her sex. HREEO also affirms that there is **NO CAUSE** to find that Respondent discriminated against Complainant 1 based on his race or that it retaliated against him for engaging in protected activity, all in violation of the Saint Paul Human Rights Ordinance.⁵



Beth Commers
Interim Director, Human Rights & Labor Standards
City of Saint Paul Department of Human Rights
and Equal Economic Opportunity

⁵ Saint Paul Legislative Code § 183.03

Search Public Officials Reporting



Statement of economic interest for a public official

Official: Commers, Jonathan P

Login to Follow (<https://logon.cfb.mn.gov/sso/login?returnTo=https://cfb.mn.gov/reports-and-data/officials-financial-disclosure/official/9824/>) ➔

Statement last updated: 4/15/2019

Occupation: Consultant

Employer: Donjek, Inc. (self employed)

2288 University Avenue, Suite 204

Saint Paul, MN 55114

Positions held

Agency	Position held	Appointment date	Appointr
Metropolitan Council (/reports-and-data/officials-financial-disclosure/agency/40200000/)	Member - District 14	3/8/2015	3/3/2019

Sources of income

Name of source	Relationship to source
	Director Officer Owner Member Partner Employ
Donjek Reinvestment Strategies	✓
Visible City, LLC	✓

Business or professional activity categories

Business or professional activity category Employee and owns 25% or m

Real estate

Securities, commodity contracts, & other financial investments & related activities

Securities

Name of security

3M

BNY Mellon

Datastat Online Systems

IBM

Real property

County	Address or section information	Owner	Mortgagee	Contract
Dakota	1244 S. Robert St	✓		
Ramsey	2982 White Bear Ave	✓		

Pari-mutuel horse racing interests

None reported

< Business & Liens

Español | Hmoob | Soomaali | Tiếng Việt | Русский | 中文 | བཤམ་ཐོག་མཆོག་ | Afaan Oromo | ၵၼ်း | ႵႵႵႵႵႵ

[Sign In](#) [Create an Account](#)

[Business Filings Online](#) [UCC / Tax Liens Online](#) [CNS Liens Online](#) [Online Subscriptions](#) [UCC, CNS & Tax Liens Help](#) [UCC, Tax & CNS Forms & Fees](#) [Start a Business](#) [Business Help](#) [Business Forms & Fees](#)

Business Record Details »

[Print](#) [Order Certificate](#) [File Amendment / Renewal](#) [Order Copies](#)

[« Back to Search Results](#)

Minnesota Business Name
Donjek Reinvestment Strategies, Inc.

Business Type Business Corporation (Domestic)	MN Statute 302A
File Number 12G-598	Home Jurisdiction Minnesota
Filing Date 07/22/2002	Status Active / In Good Standing
Renewal Due Date 12/31/2025	Registered Office Address 2294 Commonwealth Ave St Paul, MN 55108 USA
Number of Shares 100,000	Registered Agent(s) (Optional) Currently No Agent
Chief Executive Officer Jonathan Commers 2294 COMMONWEALTH AVE SAINT PAUL, MN 55108-1601 USA	Principal Executive Office Address 2294 COMMONWEALTH AVE SAINT PAUL, MN 55108-1601 USA


[Filing History](#) [Renewal History](#)

Select the item(s) you would like to order: [Order Selected Copies](#)

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	07/22/2002	Original Filing - Business Corporation (Domestic)	
<input type="checkbox"/>	07/22/2002	Business Corporation (Domestic) Business Name (Business Name: Donjek Reinvestment Strategies, Inc.)	
<input type="checkbox"/>	06/23/2005	Registered Office and/or Agent - Business Corporation (Domestic)	

ELECTIONS & ADMINISTRATION

 **ELECTIONS PHONE NUMBERS**
Metro Area: [651-215-1440](#)
Greater MN: [1-877-600-VOTE \(8683\)](#)
MN Relay Service: [711](#)

 Hours: 8:00 a.m. to 4:00 p.m.


 Email: secretary.state@state.mn.us


 **ELECTIONS & ADMINISTRATION ADDRESS**
[Get Directions](#)
Veterans Service Building, Suite 210
20 W 12th Street
Saint Paul, MN 55155

The Veterans Service Building has limited public access. Those who need to conduct business with the elections or administration division in person should make arrangements ahead of time by email or phone.

SAFE AT HOME

 **SAFE AT HOME PHONE NUMBERS**
Minnesota's address confidentiality program
Metro Area: [651-201-1399](#)
Greater MN: [1-866-723-3035](#)
MN Relay Service: [711](#)

 Hours: 8:00 a.m. to 3:30 p.m.

 [Contact Safe at Home](#)

 **SAFE AT HOME MAILING ADDRESS**
PO Box 17370
Saint Paul, MN 55117-0370

BUSINESS SERVICES


 **BUSINESS SERVICES PHONE NUMBERS**
Metro Area: [651-296-2803](#)
Greater MN: [1-877-551-6767](#)
MN Relay Service: [711](#)

 Phone Hours: 9:00 a.m. to 4:00 p.m.

 In-Person Appointment Hours: 8:00 a.m. to 4:00 p.m.

[Schedule an appointment](#)

We are appointment-only. Appointments take place at our First National Bank Building location.

 Email: business.services@state.mn.us
Apostille Email: apostille.oss@state.mn.us
UCC Email: ucc.dept@state.mn.us
Notary Email: notary.sos@state.mn.us

 **BUSINESS SERVICES ADDRESS**
[Get Directions](#)
First National Bank Building
332 Minnesota Street, Suite N201
Saint Paul, MN 55101

X

Home

Explore

Notifications

Messages

Grok

Lists

Bookmarks

Jobs

Communities

Premium

Verified Orgs

Profile

More

Post

←from:commers wellington

TopLatestPeopleMediaLists

Jon Commers

@commers

Jan 31, 2010

Donjek client **Wellington** Management is awarded Metropolitan Council grant for mixed-use development on LRT doorstep: <http://bit.ly/bhGoaO>

Jon Commers

@commers

Oct 25, 2011

MT [@BusinessMN](#): On the Boards – Donjek client **Wellington** Management's Hi-Lake Triangle in [#Minneapolis](#) - bit.ly/vxrLOP

1

Search filters

People

From anyone

People you follow

Location

Anywhere

Near you

Advanced search

What's happening

4 Nations F

(NHL/NHLF

LIVE

WHO WILL WIN?

Travel · Trending

#planecrash

1,539 posts

Trending in United States

Dickipedia

1,429 posts

Sports · Trending

Tee Higgins

Trending with [The Bengals](#)

2,664 posts

Politics · Trending

U.S. Special Forces

10.9K posts

Show more

Who to follow

Engadget Gaming

@engadgetgaming

Nano

@nano

GearboxOfficial

@GearboxOfficiat

Show more

Terms of Service · Privacy Po

Accessibility · Ads · More

Not Immanuel Jones

@ImmanueJones14

Messages

✉

⬆

https://x.com/search?q=from%3Acommers%20wellington&src=typed_query

Page 1 of 2

THE GREEN RUSH: New-giving the Cannabis Industry in Minnesota

March 4, 2025 | 12-1 pm

[Join the Conversation](#)

Clements: Commers fights on

Bill Clements | July 20, 2010 | 6 Minute Read

Listen to this article

Not long out of Carleton College, Jon Commers found himself marshaling citizen opposition to public financing of a new ballpark for the Minnesota Twins.



Nominations Deadline: 4/13/25

[NOMINATE NOW](#)

His throwing-stones-at-the-establishment work in grassroots activism is consistent with his liberal alma mater, where the late Sen. Paul Wellstone and his vision of street-level, progressive politics shaped many a young lefty activist.

Commers founded a group called FANS (Fans Advocating Intelligent Spending) – a funny stretch of an acronym. As Commers puts it, “I had 3,000 non-paying members.”

This was in the late 1990s – 1997 was the busiest year. That’s when then-Gov. Arne Carlson called a special session to examine new-Twins-stadium bills, as center Carl Pohlad was waving around an agreement to move the team to North Carolina.



But no agreement materialized. Pohlad’s threats were a bluff and the team stayed put in the Metrodome, with no new ballpark on the near horizon.

Today, of course, the Twins have their new home – Target Field, a pricey, 40,000-plus-capacity, luxury-filled new outdoor home for the Twins. And Commers is, well, his sort of part of the establishment – fighting words for lefties, I know.

Understand: The still very-young-looking Commers hasn’t changed his ideological views, he’s just altered the position from which he’s trying to make the world a better place.

Commers, now 37, has an MBA from the University of St. Thomas and is a licensed investment adviser. More importantly, he’s married to Beth Commers, a political organizer who’s leading John Choo’s campaign for Ramsey County Attorney. They live in St. Anthony Park in St. Paul and have three young kids – two daughters, 10 and 3, and a son, 8.

These days, instead of throwing stones at the windows of the halls of power, Commers is working for change from inside the hall. He’s project manager for the Twin Cities’ part in a national pilot project from the Brookings Institution called the Metropolitan Business Plan Initiative (MBPI).

Commers is also running his own one-man consulting firm, Dorpek, Inc., which he says provides “public finance and strategic services to clients involved in urban planning, development, engineering and public work.”

And he’s head of a nonprofit enterprise focused on “big change in American land use” called Strong Towns (check it out online at [www.strongtowns.org](#)). His partner in Strong Towns is Charles Marshall, who is, as Commers is proud to point out, a Republican.

But the big deal is the Brookings Institution’s pilot project. The Twin Cities metro is one of just three metro areas across the country chosen to participate, along with Cleveland and Seattle.

Target Corporation, the Itasca Project and the “twin” cities of Minneapolis and St. Paul are also involved as partners (meaning they’ve each tossed in \$2,500 to be sponsors). The overall budget for the MBPI is \$51,000, according to a project summary the partners’ published in February.

One of the reasons Brookings chose the Twin Cities for the MBPI is a two-year-old effort called the Regional Competitiveness Project, which is a joint undertaking involving the Minnesota Department of Employment and Economic Development (DEED), the Urban Land Institute Minnesota, the Regional Council of Mayors and the University of Minnesota’s Hubert Humphrey School of Public Affairs.

The competitiveness project is, as the name suggests, designed to enhance regional economic competitiveness.

Those entities are also integral to the MBPI project, which “aims to illustrate the value of tailored, bottom-up, comprehensive regional economic development planning and make the case for integrated federal funding of metropolitan development activities,” according to an update issued in May by RV Ventures, the Chicago-based consultants managing the pilot for Brookings.

The pilot began in fall 2009 and will culminate with the metro teams’ participation in a “global economic summit” in Chicago in December.

Commers can’t say too much right now about exactly where the Twin Cities’ MBPI is, at the request of several of the project’s partners (Tip to “project partners”: You really should be more concerned with telling the story of what you’re doing than with raising expectations too much).

But he promises that compelling news about the MBPI will be forthcoming soon.

And Commers is still fighting the good fight – keeping the future and his kids’ part in it at the top of his mind.

“I have three kids and I am every day cognizant of making [the Twin Cities] a place where they can thrive,” he says.

That’s not always easy, as he’s seen many of his friends become “part of the migration away to the coasts. I don’t know that’s a result of things we don’t do [in the Twin Cities], but I think there are things we can do better here.”

And priorities around how we spend our money is a major concern for Commers, which is why he’s involved with the Metropolitan Business Plan work, and why he got involved in the fight against public money for a new Twins ballpark.

He still believes public money for pro sports stadiums is a bad idea.

“I think the monopoly issue is just still staring us in the face,” he says, mentioning an argument that the Minneapolis Federal Reserve’s Arthur Rock makes. “It’s an economic war of states against each other, as Rock puts it. It’s a zero-sum game.”

What’s at the “root,” Commers says, “is that taxpayers are paying these exorbitant costs through subsidies because it’s an unchallenged monopoly.”

He has gone to a game in the new Twins stadium – a Field had an extra ticket – and says simply he believes Target Field “is in the right place,” meaning downtown Minneapolis.

The whole experience battling against public dough for the Twins ballpark served as a life lesson for Commers.

“For me to go to a St. Paul Saints game is the kind of experience that’s more whimsical than a pro baseball game can ever be for me now – that process did not leave a good taste in my mouth.”

But, like an unrepentant idealist, Jon Commers continues to fight for better use of public money, just this time from a better vantage point.

YOUR NEWS. YOUR INBOX. DAILY.

Sign up for FREE by entering your email below.

Select Your Industry

Upcoming business events

Feb – May 2025

[View all](#)

8:00 A.M. TUC
12:00 P.M. Talking Spooks & Strategies
12:00 P.M. February Member Luncheon

10:00 A.M. WED
11:00 A.M. Key Considerations, Challen

2:00 P.M. WED
6:00 P.M.

[See the full list of events here](#)



Editor's Pick

[Discover how Thomson Reuters set for 2024](#)

[USA: Heteropis and side thermal come together on lower state projects](#)

[New plans for 12 for West and apartment project](#)

[Central Oklahoma's World and everything](#)

[ABC: And our side over independent and state](#)

News



Stilwell building contractor pleads guilty in tax fraud case
The St. Louis-based contractor has pleaded guilty to a \$1.5 million tax fraud case.



Special Publications

[The History in Construction Features](#)

[The History in Construction Features](#)

[The History in Construction Features](#)

[The History in Construction Features](#)

Beyond The Skyline Podcast

Beyond the Skyline is a podcast and video interview about economic development, real estate and construction in Minnesota.

[Listen here](#)

Related Content

Commentary: Why I opposed an \$800 million stadium...
By Bill Clements
September 18, 2023

University of Minnesota to buy church property...
By Bill Clements
June 4, 2020

Legal Matters: Important defense to consider...
By Bill Clements
January 20, 2017

Commentary: Expanding our vision of...
By Bill Clements
October 24, 2016

Commentary: How to prep family to...
By Bill Clements
March 25, 2016

What critics say about monetary policy
By Bill Clements
March 10, 2016

News Events Podcast Publications Press Releases Advertise

ABOUT
Finance & Commerce provides news, analysis and commentary on Minnesota business. We are an only independent, non-profit, non-partisan business reporting.

MY ACCOUNT
Login
Subscriber
Manage Account
Change Subscription
Subscriber Agreement

CONTACT
About Finance & Commerce
Contact Finance & Commerce
Accessibility Statement

CONNECT
X f in

ADVERTISE
Advertise
Free eCode
Event Sponsorship
Classified Advertising
Media Kit

NEWSLETTER
Get our free alerts & breaking news notifications.
[Email Field]
[Sign Up Button]

DIGITAL EDITIONS
Subscribe for access to the latest digital and special editions.

Enjoy this one free article. **Subscribe for unlimited access.** Already a Subscriber? Sign In

Business Record Details »

Minnesota Business Name

Visible City, LLC

Business Type

Limited Liability Company (Domestic)

MN Statute

322C

File Number

981238100037

Home Jurisdiction

Minnesota

Filing Date

11/21/2017

Status

Active / In Good Standing

Renewal Due Date

12/31/2025

Registered Office Address

501 Lynnhurst Ave West
#200
St. Paul, MN 55104
USA

Registered Agent(s)

Jonathan Commers

Manager

Jon Commers
STE 204
2288 UNIVERSITY AVE W
SAINT PAUL, MN 55114-6000
United States

Principal Executive Office Address

STE 204
2288 UNIVERSITY AVE W
SAINT PAUL, MN 55114-6000
United States

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	11/21/2017	Original Filing - Limited Liability Company (Domestic) (Business Name: Visible City, LLC)	
<input type="checkbox"/>	2/14/2022	Amendment - Limited Liability Company (Domestic)	

© 2025 Office of the Minnesota
Secretary of State - [Terms &
Conditions](#)

The Office of the Secretary of State is
an equal opportunity employer

☒ [Subscribe for email updates!](#)
[Vulnerability Disclosure](#)



WHERE WE'VE WORKED

[Projects: Learn More](#)



CAMPAIGN FINANCIAL REPORT
Chapter 211A Report Form
(All of the information in this report is public information)

Name of candidate, committee, or corporation Volunteers for John Choi

Office sought or ballot question Ramsey County Attorney District

Type of Organization: ☒ Candidate Committee ☐ Political (Action) Committee/Corporation

Type of report: ☐ Initial report ☐ Post-general ☐ Pre-primary ☒ January report ☐ Pre-general ☐ Final report (closes committee account -- see M.S. Ch. 211A.03 for requirements)

Reporting period: From 1/1/2024 to 12/31/2024

CONTRIBUTIONS

Give the total for all contributions received during the period of time covered by this report. See note on contribution limits on the instructions page. Use a separate sheet to itemize all contributions from a single source that exceed \$100 during the calendar year. This itemization must include name, address, employer or occupation if self-employed, amount, and date.

CASH \$ 22,581.69
+
IN-KIND \$
= \$ 22,581.69
TOTAL RECEIVED

EXPENDITURES

Include every disbursement made for a political purpose during period of time covered by report. Attach additional sheets if necessary. Itemization must include date, purpose, and amount for each expenditure.

Date	Purpose	Amount
Various	See Attached	6,397.57
	TOTAL	6,397.57

CORPORATE PROJECT EXPENDITURES

Corporations must list any media project or corporate message project for which contribution(s) or expenditure(s) total more than \$200. Submit a separate report for each project. Attach additional sheets if necessary.

Project title or description

Date	Purpose	Name & Address of Recipient	Expenditure or Contribution Amt
		TOTAL	

CURRENT ACCOUNT BALANCE: \$ 257,731.60

I certify that this is a full and true statement Patrick Sellner 1/30/2025
Signature Date

Printed Name Patrick Sellner Email patrick.sellner@gmail.com

Address 1860 Yorkshire Avenue St. Paul, MN 55116 Phone 651-699-3510

Volunteers for John Choi Contributions 2024

Date Submitted	Amount	First Name	Last Name	Address 1	Address 2	City	State	ZIP	Employer
11/21/2024	\$150.00	Mark	Chapin	2159 Rosewood Lane S.		Roseville	MN	55113	Hennepin County
11/21/2024	\$150.00	Chris	Tolbert	1795 Sargent Ave		Saint Paul	Mn	55105	Hennepin County
11/21/2024	\$200.00	Joesph	Bagnoli	Winthrop & Weinstine	225 S. 6th Street Suite 3500	Minneapolis	MN	55402	Winthrop & Weinstine PAC
11/21/2024	\$200.00	Jong Kwon	Choi	8604 Bower Path		Inver Grove Heights	MN	55076	Retired
11/4/2024	\$200.00	Grant	Harrell	4208 Glenwood Avenue		Dallas	TX	75205	New Era Technology
11/4/2024	\$200.00	Marilyn	Nelson	500 Tonkawa Road		Long Lake	MN	55356	Retired
11/21/2024	\$200.00	William	Huepenbecker	5665 Heather Ridge Drive		Shoreview	MN	55126	Saint Paul Arena Company
9/26/2024	\$200.00	Edward	Malecki	567 Deer Ridge Lane S.		Maplewood	MN	55119	Retired
11/21/2024	\$200.00	Joel	Clemmer	2154 Fairmount Avenue		Saint Paul	MN	55105	retired
11/21/2024	\$200.00	Paul	Rogosheske	105 Hardman Court	Suite 110	South Saint Paul	MN	55075	Rogosheske, Rogosheske & Atkins, PLLC
11/4/2024	\$250.00	Scott	Benson	3814 W Bde Maka Ska Pkwy		Minneapolis	MN	55410	Briol & Benson, PLLC
9/30/2024	\$250.00	Doris	Braley	1843 Stinson Blvd		New Brighton	MN	55112	Retired
11/21/2024	\$250.00	Mark	Briol	80 S. 8th Street		Minneapolis	MN	55402	Briol & Benson, PLLC
9/25/2024	\$250.00	Jeffrey	Cairns	1992 Grand Avenue		Saint Paul	MN	55105	Retired
11/20/2024	\$250.00	Joel	Carlson	12308 Tanglewood Road		Audubon	MN	56511	Joel Carlson
11/21/2024	\$250.00	Samuel	Clark	881 Ashland Avenue		Saint Paul	MN	55104	Ramsey County
11/24/2024	\$250.00	Page and Jay	Cowles	475 Grand Hill		Saint Paul	MN	55102	Retired
11/21/2024	\$250.00	James	DeMay	5 Ironwood Lane		North Oaks	MN	55127	Retired
10/2/2024	\$250.00	Audrey	Estebo	1666 Coffman Street #334		Falcon Heights	MN	55108	Retired
11/22/2024	\$250.00	Tom	Foley	350 St. Peter Street	Suite 404	Saint Paul	MN	55102	Foley & Quigley Law
11/25/2024	\$250.00	Greg	Johnson	4748 Copper Circle		Woodbury	MN	55129	Self
11/11/2024	\$250.00	Max	Keller	1343 Van Buren Avenue		Saint Paul	MN	55104	Keller Law Offices
11/21/2024	\$250.00	Lynn	Littlejohn	6809 92nd Ave N		Brooklyn Park	MN	55445	Mortenson
11/21/2024	\$250.00	Don	Liu	201 S 11th St	Unit 1000	Minneapolis	MN	55403	Target
11/21/2024	\$250.00	Patricia	Liu	201 S 11th St	Unit 1000	Minneapolis	MN	55403	Best of Korea LLC
11/4/2024	\$250.00	Charles	Nauen	2109 Doswell Avenue		Saint Paul	Mn	55108	LGN
9/25/2024	\$250.00	Harley and Christina	Ogata	4705 Fable Road N.		Hugo	MN	55038	Retired
11/4/2024	\$250.00	PJ	Pofahl	2109 Doswell Avenue		Saint Paul	Mn	55108	Retired
10/13/2024	\$250.00	Francis	Shen	2919 Chestnut Avenue		Minneapolis	MN	55405	University of Minnesota
9/27/2024	\$250.00	Valerie	Spencer	180 Lakeview Lane		Wayzata	MN	55391	Retired
11/12/2024	\$250.00	Ann	Wynia	2265 Luther Place #308		Saint Paul	MN	55108	Retired
9/28/2024	\$500.00	Phillip & Aram	Lee & Hur	11 East 68th Street	9E	New York	NY	10065	Citadel
10/16/2024	\$500.00	Laura & Jorge	Saavedra	2540 Quail Avenue N.		Golden Valley	MN	55422	University of Minnesota Twin Cities
11/21/2024	\$500.00	Glen & Cynthia	Schumann	11457 Wildflower Drive N.		Lake Elmo	MN	55042	Moss & Barnett

Volunteers for John Choi Contributions 2024

Date Submitted	Amount	First Name	Last Name	Address 1	Address 2	City	State	ZIP	Employer
9/25/2024	\$250.00	John	Sullivan	2209 Newton Ave S		Minneapolis	MN	55405	Retired
10/14/2024	\$500.00	Steve and Kathy	Wellington	2257 Gordon Avenue		Saint Paul	MN	55108	Wellington Management
Various	\$8,131.69	Gateway Bank	Interest						
Non-Itemized	\$5,050.00								
Total	\$22,581.69								

Volunteers for John Choi Expenditures 2024

Date Paid	Type	Vendor Name	Address	City	State	Zip	Category	Amount
1/11/2024	4015	Mike for District Attorney		Portland	OR		Contribution	\$750.00
1/15/2024	Debit	Tiffany Sports Lounge	2051 Ford Pkwy	Saint Paul	MN	55116	Meeting Expense	\$71.46
1/17/2024	Debit	Cosseta	211 W. 7th Street	Saint Paul	MN	55102	Meeting Expense	\$16.60
1/26/2024	Debit	Cosseta	211 W. 7th Street	Saint Paul	MN	55102	Meeting Expense	\$39.80
1/26/2024	Debit	Tavern on Grand	656 Grand Avenue	Saint Paul	MN	55105	Meeting Expense	\$50.28
2/27/2024	4016	St. Paul Intervention Project	394 Dayton Avenue	Saint Paul	MN	55104	Advertising In-Event Program	\$100.00
4/8/2024	Debit	SP Parking	50 South 6th Street	Minneapolis	MN		Parking for Event	\$24.00
4/11/2024	4017	5 Cats in a Trench Coat	1047 Sherburne Avenue	Saint Paul	MN	55104	Website Server	\$610.00
4/15/2024	4018	USPS	1715 7th Street West	St. Paul	MN	55116	Annual P.O. Box Fee	\$176.00
5/9/2024	4019	Friends for Ortega	66 E. 9th Street	Saint Paul	MN	55101	Contribution	\$100.00
5/23/2024	4022	Festival in the Park	2085 Hillview Road, Apt. 1	Mounds View	MN	55112	Parade Fee	\$75.00
5/24/2024	4020	Stockyard Days, Inc.	1500 Old Hwy 8 NW	New Brighton	MN	55112	Parade Fee	\$150.00
6/6/2024	Debit	Babani's Restaurant	32 Fillmore Avenue E.	Saint Paul	MN	55107	Meeting Expense	\$97.14
6/24/2024	Debit	MN Roseville	1555 County Road B	Roseville	MN	55113	Car Wash	\$26.00
7/26/2024	Debit	Scrubby's	1900 7th Street W.	Saint Paul	MN	55116	Car Wash	\$12.00
8/16/2024	Debit	House of Wong	1135 Larpentuer Avenue W.	Saint Paul	MN	55113	Food for Volunteers	\$53.68
9/10/2024	4023	Kelly Miller for County Commissioner	P.O. Box 9272	Saint Paul	MN	55109	Contribution	\$500.00
11/22/2024	Debit	Downtowner Grill	253 W. 7th Street	Saint Paul	MN	55102	Meeting Expense	\$37.86
12/11/2024	4025	Dennis Gerhardstein	1498 Fairmount Avenue	Saint Paul	MN	55105	Postage + Labels	\$189.89
12/11/2024	4026	Dennis Gerhardstein	1498 Fairmount Avenue	Saint Paul	MN	55105	Fundraising Event Expense Reimburse	\$1,805.84
12/11/2024	4024	Rebecca McLane	1320 Portland Avenue	Saint Paul	MN	55104	Donation Return	\$75.00
12/19/2024	Debit	Degidio's	425 W. 7th Stteet	Saint Paul	MN	55102	Meeting Expense	\$72.64
12/31/2024	4027	Beth Commers	2294 Commonwealth Avenue	Saint Paul	MN	55108	Consulting	\$1,015.00
Various		Stripe	185 Barry Street, Suite 550	San Francisco	CA	94107	Credit Card Fees	\$349.38
				Total Expenditures				\$6,397.57

CITY OF SAINT PAUL
CAMPAIGN FINANCE REPORT FORM
(All data on this form is public information)

Committee Name Neighbors for Mitra

Type of organization: ☒ Candidate Committee ☐ Political Committee ☐ Political Fund

Office sought/Purpose of committee St. Paul City Council, Ward 4

Type of report: ☐ Initial report ☐ Final report (closes committee account - see MS Ch 211A.03 for requirements)
☐ 8 week pre-election ☐ One-time report from political committee registered with Campaign Finance Board
☒ 2 week pre-election Registration # _____
☐ January report This report serves as both the initial and final report.

Reporting period: From 6/16/18 to 7/26/18
(Day following end date of last report) (5 days prior to due date OR December 31 if January report)

Summary Statement to Date

(In column B, enter totals from column C from previous report.)

	A. Totals for this report	B. Cumulative Totals to Date from previous report	C. Cumulative Totals to Date
1. Total contributions under \$50	\$ <u>1,924</u>	+ \$ <u>2,990.17</u>	= \$ <u>4,914.17</u>
2. Total contributions equal to/greater than \$50	\$ <u>12,335</u>	+ \$ <u>23,757</u>	= \$ <u>36,092</u>
3. Expenditures	\$ <u>12,851.20</u>	+ \$ <u>18,943.91</u>	= \$ <u>31,795.11</u>

Account Balance \$ 9,211.06
(as of report end date)
(Column C: 1+2-3 = balance)

Itemization of Contributions

Itemize all contributions made by an individual or committee that are equal to or greater than \$50 in the aggregate. Itemization must include: date, name, address, employer or occupation if self-employed, and amount. **Attach separate sheet or Excel spreadsheet.**

Itemization of Expenditures

Itemize all expenditures. Itemization must include: date, purpose, and amount. **Attach separate sheet or Excel spreadsheet.**

Depository(ies)/Bank Sunrise Bank, 2300 Como Avenue, Saint Paul, MN 55108

Signature of candidate, secretary, or treasurer 

Printed Name Garrison McMurtrey Email neighborsformitra@gmail.com

765 North Hampden Ave., St. Paul, MN 55114

Address _____ Phone 601-201-7611

Date	Amount	Person	Place	Purpose
6/14/2018	\$322.54		Impact Printing	Campaign Literature
6/20/2018	\$1,202.34		Sign Rocket	yard signs
6/24/2018	\$1,212.10	Doua Yang	Field Director	staff salary
6/26/2018	\$82.66		Pizza Luce	food for doorknocking volunteers
29/6/18	\$247.03		Impact Printing	campaign Literature
7/3/2018	\$928.93	Doua Yang	Field Director	staff salary
5/7/18	\$334.95		Impact Printing	campaign Literature
7/12/2018	\$179.23		Sign Rocket	larger 2x4 signs
7/13/2018	\$60.00		City of St. Paul	general fund
7/15/2018	\$1,370.00	Doua Yang	Field Director	staff salary
7/20/2018	\$1,738.11		Do Good Biz	direct mailers
7/20/2018	\$1,738.11		Do Good Biz	direct mailers
7/23/2018	\$2,446.61		Impact Printing	Campaign Literature
7/24/2018	\$988.59		Sign Rocket	yard signs

Date	Amount	Method	First Name	Last Name	Address	City	State	Zip Code	Email	Occupation	Employer
6/16/2018	\$50.00	Online	Kaohly	Her	673 Portland Avenue	St. Paul	MN	55104	teamher@msn.com	Policy Director	City of St. Paul
6/16/2018	\$25.00	Online	Wynfred	Russell	6309 84th Ct N	Brooklyn Park	MN	55445	wynfrednrussell@gmail.com	Public Health Practitioner	ACER, Inc
6/17/2018	\$10.00	Online	Bryn	Chambers	1340 Murray St	Saint Paul	MN	55116	bryn.chambers@gmail.com	Site Supervisor	Twin Cities Habitat for Humanity
6/17/2018	\$50.00	Check	Hans	Verbeten	2818 Western Ave	Roseville	MN	55113		Teacher	Minneapolis Public Schools
6/18/2018	\$100.00	Check	Nicca & Zahra	Tafarrodi	15805 51st Ave N	Plymouth	MN	55446	niccata@gmail.com	Health Educator	self employed
6/19/2018	\$20.00	Online	Jordan	Anderson	1849 Washington Ave S #250	Minneapolis	MN	55454	and04362@umn.edu	Student	Student
6/19/2018	\$100.00	Online	Charles	Cox	1016 Cromwell Ave	Saint Paul	MN	55114	charlescox1@gmail.com	Student	Student
6/19/2018	\$75.00	Online	Marie	Donahue	1273 Charles Ave	Saint Paul	MN	55104	mariedonahue@gmail.com	Research Associate	Institute for Local Self-Reliance
6/19/2018	\$25.00	Online	Meghan	Casey	346 E 50th St	Minneapolis	MN	55419	mecasey7@gmail.com	Consultant	Do Better Content Consulting
6/19/2018	\$20.00	Online	Emma Judith	Olson	2118 Como Ave, 5	Saint Paul	MN	55108	ejolson@umn.edu	Administrative Assistant	Hennepin County
6/19/2018	\$100.00	Online	Benjamin	Ashley-Wurtmann	1661 Iglehart Ave	Saint Paul	MN	55104	ben.wurtmann@gmail.com	Health Policy	State of MN
6/19/2018	\$50.00	Online	Jim	McDonough	815 Montana Ave E	st Paul	MN	55106	Jim9524@comcast.net	Commissioner	Ramsey County
6/19/2018	\$50.00	Online	Sarah	McGee	820 Emerald St Apt 124	Saint Paul	MN	55114	samcgee@gmail.com	Lawyer	Minnesota State Colleges and Universities
6/19/2018	\$25.00	Online	Michael	Sonn	1458 Wellesley Ave	Saint Paul	MN	55105	sonn.michael@gmail.com	Transportation Specialist	State of Minnesota
6/19/2018	\$50.00	Online	Matthew	Schirber	1813 Glenwood Avenue	Minneapolis	MN	55405	matthew.schirber7@gmail.com	Field Representative	AFSCME Council 5
6/19/2018	\$25.00	Online	Laura	Askelin	1031 4th Ave se	Rochester	MN	55904	laura.askelin@gmail.com	Political Organizer	AFSCME Council 5
6/20/2018	\$100.00	Online	Paul M	Sawyer	1346 Point Douglas Rd S	Saint Paul	MN	55119	paul.m.sawyer@gmail.com	Management Assistant	City of Saint Paul
6/20/2018	\$50.00	Online	Dan	Hintz		St. Paul	MN	55116	dehintz@hotmail.com	Attorney	Hintz Law Office, P. A.
6/20/2018	\$25.00	Online	Norah	Kelly	1421 Schletti St.	St. Paul	MN	55117	norahkelly@hotmail.com	Stay-at-home Mom	Self
6/20/2018	\$100.00	Check	Barbara L	Herrington-Hall	1436 Sheldon Street	Saint Paul	MN	55108		Speech Therapist	Saint Paul Schools

Date	Amount	Method	First Name	Last Name	Address	City	State	Zip Code	Email	Occupation	Employer
6/21/2018	\$25.00	Online	Tony	Aarts	3018 Johnson St Ne	Minneapolis	MN	55418	aartstony18@gmail.com	Ed spec	MDE
6/21/2018	\$25.00	Online	CHAI	LEE	1815 MARGARET STREET	ST. PAUL	MN	55119	CAIUS_LEE@HOTMAIL.COM	Program Coordinator	Nexus Community Partners
6/21/2018	\$50.00	Online	Maggie	Meyer	1016 Cromwell Ave	Saint Paul	MN	55114	margaretdmeyer@gmail.com	Finance Director	Murphy for MN
6/21/2018	\$20.00	Check	Nelsie	Yang	999 Charles Ave	Saint Paul	MN	55104		Organizer	Take Action MN
6/22/2018	\$50.00	Online	Sean	Bennett	1990 Marshall Ave, Apt 6	Saint Paul	MN	55104	swbennett06@gmail.com	Web Developer	Plaudit Design
6/22/2018	\$25.00	Online	Lucas	Miller	1702 Laurel Avenue, 10	Saint Paul	MN	55104	lucas.miller3@gmail.com	Systems Administrator	Prime Therapeutics
6/22/2018	\$50.00	Online	Heidi	Schallberg	706 Miss Rv Blvd S Apt 204	St Paul	MN	55116	heidils@gmail.com	Planner	Metropolitan Council
6/22/2018	\$25.00	Online	Jeffrey	Zaayer	1750 Saunders Ave	Saint Paul	MN	55116	jeffzaayer@yahoo.com	Ditch Digger	Southview Design
6/22/2018	\$10.00	Online	Chuck	Leisinger	3844 Oakland Avenue	Minneapolis	MN	55407	chuck@nonstudios.com	Paralegal	Davis Law Office
6/22/2018	\$25.00	Online	Lucas	Cragg	1217 Selby Avenue	Saint Paul	MN	55104	cragglaw@gmail.com	Attorney	Teplinsky Law Group, Ltd.
6/22/2018	\$25.00	Online	Jessica	Monette	1 Thomas Avenue S.	Minneapolis	MN	55405	jessrmonette@gmail.com	Talent Recruiter	EHS Hospitality Management, Inc.
6/22/2018	\$50.00	Online	Madaline	Edison	4226 29th Ave S	Minneapolis	MN	55406	madaline.edison@gmail.com	Executive Director	Educators for Excellence
6/22/2018	\$10.00	Online	Sophie	Wallerstedt	#2, 2309 Girard Ave S	Minneapolis	MN	55405	sophie.walle@gmail.com	Student	Student
6/22/2018	\$20.00	Online	Bahieh	Hartshorn	268 Duke St	Saint Paul	MN	55102	bhartshorn12@gmail.com	Organizer	West Side Community Org
6/22/2018	\$25.00	Online	Emily A	Ronning	515 Glendale Street	Saint Paul	MN	55104	ronn0044@gmail.com	Academic Administrator	University of Minnesota
6/22/2018	\$10.00	Online	Hannah	Trostle	776 Curfew St	Saint Paul	MN	55114	hrtrostle@gmail.com	Research Associate	Institute for Local Self-Reliance
6/22/2018	\$10.00	Online	Amity	Foster	1605 2nd St NE	Minneapolis	MN	55413	amityf@gmail.com	Data manager	ISIAAH
6/22/2018	\$25.00	Online	Jeff	Christenson	1482 Lincoln Ave	Saint Paul	MN	55105	jeff.s.christenson@gmail.com	Consultant	AJ Gallagher
6/22/2018	\$25.00	Online	Jason	Garcia	241 Humboldt Ave N	Minneapolis	MN	55405	jason.garcia@gmail.com	Manager	Northwestern Health Sciences University
6/23/2018	\$100.00	Online	Katherine	Howe	2528 Avenham Avenue SW	Roanoke	VA	24014	katherine.l.howe@gmail.com	physician	Carilion Clinic

Date	Amount	Method	First Name	Last Name	Address	City	State	Zip Code	Email	Occupation	Employer
6/23/2018	\$100.00	Online	Irene K	Fernando	400 Penn Ave North	Minneapolis	MN	55405	irenekfernando@gmail.com	Talent Lead	Thrivent
6/23/2018	\$100.00	Online	Jay	Weiner	2137 Commonwealth Avenue	St. Paul	MN	55108	jayweiner@gmail.com	Writer	University of Minnesota
6/25/2018	\$100.00	Online	Beth	Commers	2294 Commonwealth Ave	Saint Paul	MN	55108	bethcommers@donjek.com	State Employee	FOG LLC [For Our Grandparents]
6/25/2018	\$25.00	Check	Catherine R	Day	2168 Sargent Ave	Saint Paul	MN	55105			
6/25/2018	\$50.00	Check	Zuki	Ellis	1621 St. Anthony Ave Apt 9	Saint Paul	MN	55104		Teacher	Saint Paul Public Schools
6/25/2018	\$30.00	Check	Gerald M	Nolte	2164 Commonwealth Ave	Saint Paul	MN	55108			
6/25/2018	\$100.00	Check	M Jay	Schrader	2267 Carter Ave Apt 1	Saint Paul	MN	55108		N/A	Self Employed
6/25/2018	\$100.00	Check	Paul D	Fate	2186 Doswell Ave	Saint Paul	MN	55108		N/A	Self Employed
6/25/2018	\$100.00	Check	Sherman	Eagles	980 Hampden Ave	Saint Paul	MN	55114		N/A	Self Employed
6/25/2018	\$40.00	Check	Thomas	Hysell	1494 Hythe St	Saint Paul	MN	55108		Banker	Alliance Bank
6/25/2018	\$200.00	Check	Charles	Nauen	2109 Doswell Ave	Saint Paul	MN	55108		Lawyer	Lockridge, Grindal, Nauen
6/25/2018	\$100.00	Check	Lisa & Andrew	Sackreiter	2407 Bourne Ave	Saint Paul	MN	55108	lsackreiter@gmail.com	Teacher	Blake School
6/25/2018	\$100.00	Check	Judy	Schumacher	1542 Grantham St	Saint Paul	MN	55108		Retired	Retired
6/25/2018	\$75.00	Check	Tanya	Bell	2237 Sargent Ave	Saint Paul	MN	55105		N/A	Self Employed
6/25/2018	\$50.00	Check	Jeffrey	Babineau	1896 Saint Clair Ave	Saint Paul	MN	55105		Teacher	Roseville Public Schools
6/25/2018	\$100.00	Check	Audrey	Estebo	2318 Commonwealth Ave	Saint Paul	MN	55108		Retired	Retired
6/25/2018	\$100.00	Check	Michael	Christenson	2298 Folwell Ave	Saint Paul	MN	55108		Lawyer	Step Up
6/25/2018	\$100.00	Check	Richard B	Beeson	1210 Scheffer Ave	Saint Paul	MN	55116	spgopher@gmail.com	Vice President	Sunrise Bank
6/25/2018	\$200.00	Check	Michael and Powers & Associates		2253 Carter Ave	Saint Paul	MN	55108			
6/27/2018	\$25.00	Online	Ivan	Rahman	623 West 170th Street, Apt. 5B	New York	NY	10032	rahman@stanford.edu	Student	Student
6/27/2018	\$50.00	Online	Brianna	Twofoot	133 High st	Portland	ME	4106	brianna.twofoot@educationalequity.org	Vice President	Leadership for Educational Equity

Date	Amount	Method	First Name	Last Name	Address	City	State	Zip Code	Email	Occupation	Employer
6/28/2018	\$350.00	Online	Hwa Jeong	Kim	51 Hatch Avenue	Saint Paul	MN	55117	hwajeongkim51@gmail.com	Program Manager	Minnesota Homeownership Center
6/28/2018	\$600.00	Online	Steven T	Carlson	51 Hatch Avenue West	Saint Paul	MN	55117	carlsonresidence@gmail.com	Engineer	Boston Scientific
6/29/2018	\$50.00	Online	Heidi	Schallberg	706 Mississippi River Blvd S Apt 204	Saint Paul	MN	55116	heidils@gmail.com	Planner	Met Council
6/30/2018	\$100.00	Online	Kate	Barr	1843 Ashland Ave	Saint Paul	MN	55104	katebarr01@gmail.com	Director	Propel Nonprofits
6/30/2018	\$100.00	Online	Sarah	Schultes	61 E Cedar St	Chicago	IL	60611	sarahjaneschultes@gmail.com	Attorney	Kirkland & Ellis LLP
6/30/2018	\$20.00	Online	Daniel	Phillips	1383 Charles Ave	St. Paul	MN	55104	r.dan.phillips@gmail.com	Machinist	FasTest Inc
7/4/2018	\$25.00	Online	Karen	Shapiro	1715 Hewitt Avenue	Saint Paul	MN	55104	keshapiro@gmail.com	UX Professional	U of M
7/4/2018	\$50.00	Online	John	Thorson	7600 Lamar Ave South	Cottage Grove	MN	55016	john@johnthorson.com	Workforce Development Director	Hennepin County
7/4/2018	\$25.00	Online	Samantha	Henningson	1235 Lafond Avenue	Saint Paul	MN	55104	samantharaeh@yahoo.com	Councilmember	City of Saint Paul
7/4/2018	\$200.00	Check	Kong & Kaohly	Her	673 Portland Ave	Saint Paul	MN	55104		Poliy Director	City of Saint Paul
7/4/2018	\$60.00	Cash	Jon	Grebner	840 Randolph Ave	Saint Paul	MN	55102	jon.grebner@afscmemn.org	Political Action Director	AFSCME Co 5
7/4/2018	\$40.00	Cash	Chris	Cowan							Self Employed
7/4/2018	\$40.00	Cash	Fue	Lee							
7/4/2018	\$100.00	Cash	Jay	Xiong	2214 Larry Ho Dr E	Saint Paul	MN	55119	jxiong01@gmail.com	Regional Associaote	Hennepin County Workforce Development
7/4/2018	\$29.00	Cash	Matt	Freeman							
7/4/2018	\$20.00	Cash	Daniel	Yang							City of Saint Paul
7/5/2018	\$50.00	Online	Sharon	Albrecht	1610 Laurel Ave	Saint Paul	MN	55104-6249	Shari.albrecht@gmail.com	Organist	Grace Lutheran Church
7/5/2018	\$25.00	Online	Tyler	Moroles	4014 15th Ave S, Apt 14B	Minneapolis	MN	55407	tylermoroles@gmail.com	Senior Planning Analyst	Mr.
7/5/2018	\$100.00	Online	Holly	Morris	1315 Keston Street	Saint Paul	MN	55108	hjmorris@comcast.net	retired	retired
7/5/2018	\$500.00	Check	North Central States Regional Council of Carpenters		700 Olive St	Saint Paul	MN	55130			
7/6/2018	\$10.00	Online	Derek	Madsen	1558 Fulham Street	Saint Paul	MN	55108	madsen.derek@gmail.com	Nonprofit exec	Commonbond

Date	Amount	Method	First Name	Last Name	Address	City	State	Zip Code	Email	Occupation	Employer
7/6/2018	\$10.00	Online	Samuel	Doten	134 E 18th St Apt 2	Minneapolis	MN	55403	sdoten50@gmail.com	Development Admin Asst	Neighborhood Development Center
7/7/2018	\$600.00	Online	Stephen	Wellington	2257 Gordon Avenue	Saint Paul	MN	55108	swellington@wellingtonmgt.com	Real Estate	Wellington Management
7/7/2018	\$100.00	Online	Glenn	Strand	1750 Portland Ave #2	St Paul	MN	55104	glennstrand@gmail.com	Retired	Retired
7/7/2018	\$100.00	Check	Barbara L	Herrington-Hall	1436 Sheldon Street	Saint Paul	MN	55108		Speech Therapist	St. Paul Public Schools
7/7/2018	\$15.00	Check	Sarah & Whitney	Clark	1077 Fairmount Ave	Saint Paul	MN	55105			
7/7/2018	\$600.00	check	Russ for Ward 4		1500 Charlers Ave	St. Paul	MN	55104			
7/8/2018	\$25.00	Online	Andrea	Leap	748 Aldine St	St Paul	MN	55104	andrealeap@gmail.com	Instructor	MacPhail Center for Music
7/8/2018	\$20.00	Check	Kathy M	Carlson	1558 Charles Ave	Saint Paul	MN	55104	wmbloods@juno.com	Retired	Retired
7/8/2018	\$25.00	Check	Linda S	Froiland Gridley	607 Clifford St	Saint Paul	MN	55104		Retired	Retired
7/8/2018	\$50.00	Cash	Kian	Jalali	9416 Tall wood ln	Las vegas	NV	89129		construction	Self Employed
7/9/2018	\$75.00	Online	Carrie	Pomeroy	1687 Minnehaha Ave W	Saint Paul	MN	55104	carriepomeroy@icloud.com	Writer	Self Employed
7/9/2018	\$50.00	Online	Robert	Wales	1727 race st	Saint paul	MN	55116	rawales@gmail.com	Director of IT	Modernistic
7/9/2018	\$50.00	Online	Jim	McDonough	815 Montana Ave E	St Paul	MN	55106	Jim9524@comcast.net	Commissioner	Ramsey Counyy
7/9/2018	\$50.00	Online	Sarah	McGee	820 Emerald St Apt 124	Saint Paul	MN	55114	samcgee@gmail.com	Lawyer	Minnesota State Colleges and Universities
7/9/2018	\$25.00	Online	Matthew	Lewis	3108 Bryant Ave S #1	Minneapolis	MN	55408	lewismd13@gmail.com	Non-profit	RADIAS Health
7/9/2018	\$26.00	Online	Ian	Ringgenberg	2638 Howard St NE	Minneapolis	MN	55418	ian.ringgenberg@gmail.com	Academic Advisor	University of Minnesota
7/9/2018	\$25.00	Online	Lucas V	Cragg	1217 Selby Avenue	Saint Paul	MN	55104	cragglaw@gmail.com	Attorney	1972
7/10/2018	\$25.00	Online	Jeff	Christenson	1482 Lincoln Ave.	St. Paul	MN	55105	jeff.s.christenson@gmail.com	Consultant	AJ Gallagher
7/10/2018	\$27.00	Online	Tim	Johnson	5437 24th Ave S	Minneapolis	MN	55417	timothyneiljohnson@gmail.com	Software Engineer	Target
7/11/2018	\$25.00	Online	Diana	Walter	1715 Livingston Ave, E	West St. Paul	MN	55118	diana.a.walter@gmail.com	Editor	Thomson Reuters
7/11/2018	\$43.00	Online	Barb	Thoman	2157 Roblyn Avenue	St Paul	MN	55104	thomwell@bitstream.net	Retired	Retired

Date	Amount	Method	First Name	Last Name	Address	City	State	Zip Code	Email	Occupation	Employer
7/11/2018	\$25.00	Online	Jacob	Devine	995 Cromwell Ave. #1	Saint Paul	MN	55114	jacobadevine@gmail.com	Teacher	Anoka-Hennepin Schools
7/11/2018	\$10.00	Online	Nathan	Epstein	202 E Live Oak St APT E	San Gabriel	CA	91776	nadeje@pacbell.net	Software Developer	Giant Interactive
7/11/2018	\$250.00	Online	Mike	Spangenberg	5308 Zenith Ave S	Minneapolis	MN	55410	michael.spangenberg@gmail.com	Educator	Self
7/11/2018	\$27.00	Online	Anne	Burkhardt	1795 Hague Ave	St Paul	MN	55104	anneryanburkhardt@gmail.com	Info Systems	SEIU MN State Council
7/11/2018	\$200.00	Online	Patricia A	Thompson	1496 Raymond Avenue	Saint Paul	MN	55108	pat@marksimonson.com	Retired	Retired
7/11/2018	\$25.00	Online	Kaia	Sievert	1455 Fulham St #8	Saint Paul	MN	55108	knsievert@gmail.com	Project Coordinator	University of Minnesota
7/12/2018	\$50.00	Online	Jeff	Zaayer	1750 Saunders Ave	Saint Paul	MN	55116	jeffzaayer@yahoo.com	Ditch digger	Southview design
7/12/2018	\$250.00	Online	Melvin	Carter	428 Aurora Ave	Saint Paul	MN	55103	mcarter3@gmail.com	Mayor	City of Saint Paul
7/12/2018	\$50.00	Online	John	Connell	735 Raymond Ave	St. Paul	MN	55114	johnstelter1@gmail.com	Program Developer	Amherst H. Wilder Foundation
7/12/2018	\$25.00	Online	Ryan	Ricard	407 Snelling Ave S	St. Paul	MN	55105	wally@firewally.net	Software Developer	Delaget
7/12/2018	\$27.00	Online	Tyler	Hamilton	3105 Kennard St, Apt 318	Maplewood	MN	55109	hammypuck@yahoo.com	E-commerce	Amazon
7/12/2018	\$25.00	Online	Michael J.	Taylor	35 WASHINGTON ROAD	SPRINGFIELD	MA	1108	michael.j.taylor@gmail.com	Recruiter	Teach Western Mass
7/12/2018	\$50.00	Online	Janne	Flisrand	2112 Dupont Ave S #3	Minneapolis	MN	55405	janne@flisrand.com	consultant	Flisrand Consulting
7/12/2018	\$50.00	Check	Elizabeth	Wefel	444 Warwick St	Saint Paul	MN	55105		Lobbyist #2203	Flahey & Hood
7/12/2018	\$50.00	Check	Sarah	Erickson	464 Dayton Ave Apt 3	Saint Paul	MN	55012		Lobbyist #1469	United Strategies
7/12/2018	\$25.00	Check	Elizabeth	Kantner	753 Fuller Ave	Saint Paul	MN	55104		Aide	City of St Paul
7/12/2018	\$100.00	Check	James	Marti	214 Exeter Pl	Saint Paul	MN	55104		Senior Scientist	University of MN
7/12/2018	\$100.00	Check	Jonathan	Grebner	840 Randolph Ave	Saint Paul	MN	55102		Political Action Director	AFSCME Council 5
7/12/2018	\$10.00	Cash	Carmichael	Lindsay	1344 St. Paul Ave #5	Saint Paul	MN	55116	lindsaymichaelj@gmail.com		Higher Ed
7/12/2018	\$50.00	Cash	Michael	Foley	136 Western Ave N	Saint Paul	MN	55102	mike@foleymo.com	Web Developer	MN Dot
7/12/2018	\$20.00	Cash	Michael	Mason	1262 Anon St	Saint Paul	MN	55117	mike.masonstp@gmail.com	Senior Project Manager	SPS Commerce
7/12/2018	\$11.00	Cash	Tom	Basson	659 Wilder St Unit A	Saint Paul	MN	55116	tbassen@gmail.com	N/A	Unemployed

Date	Amount	Method	First Name	Last Name	Address	City	State	Zip Code	Email	Occupation	Employer
7/12/2018	\$20.00	Cash	Richard	Varco	2265 Youngman Ave Apt 208	Saint Paul	MN	55116		Political Director	SEIU Healthcare Minnesota
7/12/2018	\$100.00	Cash	Brian	Heilman	1145 Raymond Ave #2	Saint Paul	MN	55108	heilman.brian@gmail.com	Research	Promundo-US
7/12/2018	\$10.00	Cash	Mike	Sonn							
7/13/2018	\$50.00	Online	Amber	Dallman	1328 Sargent Ave	St. Paul	MN	55105	amber.dallman@gmail.com	Transportation Planner	State of Minnesota
7/13/2018	\$500.00	Online	Melissa R.	Partin	1943 Princeton Ave	Saint Paul	MN	55105	mrpartin65@gmail.com	Core Research Investigator	Minneapolis VA
7/13/2018	\$500.00	Online	Brian C	Martinson	1943 Princeton Ave	Saint Paul	MN	55105	brian.c.martinson@gmail.com	Senior Research Investigator	HealthPartners Institute
7/13/2018	\$50.00	Online	Galen	Benshoof	1068 Laurel Ave	St. Paul	MN	55104	benshoof@gmail.com	Assistant Director, SEGIP	State of Minnesota
7/13/2018	\$100.00	Online	Heidi	Schallberg	706 Miss Rv Blvd S Apt 204	Saint Paul	MN	55116	heidils@gmail.com	Planner	Met Council
7/15/2018	\$25.00	Online	Kara	Lynum	241 Brimhall St #205	Saint Paul	MN	55105	karalynum@gmail.com	Lawyer	Self Employed
7/15/2018	\$25.00	Online	Benjamin	Surma	1897 Grand Ave Apt 1	Saint Paul	MN	55105	bjsurma@gmail.com	Data Analyst	Metropolitan Council
7/15/2018	\$25.00	Online	Erik James	Myster	1729 Hewitt Ave	Saint Paul	MN	55104	erikjmyster@gmail.com	Campaign Manager	Rachel Hunt for House
7/16/2018	\$25.00	Online	Fred	Dulles	1446 Hythe Street	St. Paul	MN	55108	fjdulles@gmail.com	Data Wrangler	University of Minnesota
7/16/2018	\$50.00	Online	Kevin D	Gallatin	1822 Highland Pkwy	Saint Paul	MN	55116	kevingallatin00@gmail.com	manager	Target
7/16/2018	\$50.00	Online	Steve	Marchese	775 Ashland Avenue	St. Paul	MN	55104	stevenmarchese@gmail.com	Minnesota State Bar Association	Lawyer
7/16/2018	\$25.00	Online	Clarence	White	1668 Dayton Avenue	Saint Paul	MN	55104	clarewhite20@yahoo.com	Assoc. Dir.	East Side Freedom Library
7/16/2018	\$50.00	Online	Ron P	Wacks	219 Seventh ST SE	Minneapolis	MN	55414	rpwacks@earthlink.net	Consultant, Speaker, Author	Self
7/16/2018	\$50.00	Online	Geoff	Cannon	1990 Marshall Ave, Apt 1	St Paul	MN	55104	gffennn@gmail.com	Analyst	Thomson Reuters
7/16/2018	\$500.00	check	Jon Schumacher for Our Kids and Community		2318 Commonwealth AVE	St. Paul	MN	55108			
7/17/2018	\$600.00	Online	Shay	Berkowitz	3540 James Ave S #101	Minneapolis	MN	55408	stillaintsatisfied@gmail.com	Retired	Retired

Date	Amount	Method	First Name	Last Name	Address	City	State	Zip Code	Email	Occupation	Employer
7/17/2018	\$600.00	Online	Phyllis	Wiener	3540 James Ave S #101	Minneapolis	MN	55408	stillaintsatisfied@gmail.com	Nurse	Family Tree Clinic
7/18/2018	\$10.00	Online	christer	whitworth	1420 South Ambassador Way	Salt Lake City	UT	84108	christer.whitworth@gmail.com	auto sales	Mr.
7/18/2018	\$200.00	Online	Dan	McGrath	1762 Van Buren Ave.	St. Paul	MN	55104	danmcgrath1@gmail.com	Executive Director	TakeAction Minnesota
7/18/2018	\$25.00	Online	Margaret Mary	Manning	259 Mount Woolard Road	Eastsound	WA	98245	pegntim@gmail.com	Attorney	Blanchard Manning LLP
7/18/2018	\$15.00	Online	Ellen	Fee	454 Herschel St	St. Paul	MN	55104	ellenkfee@gmail.com	Writer/Educator	Ms.
7/18/2018	\$15.00	Online	Marcia	Liotard	3609 Ireland Rd	Starksboro	VT	5487	armtl@gmavt.net	Retired	Retired
7/18/2018	\$25.00	Online	David	Forbes	38 Old Winter St.	Lincoln	MA	1773	dlforbes38@gmail.com	Psychologist	Emotionsciences.com
7/18/2018	\$10.00	Online	Brandon	Carey	1315 Chalet Drive	Wilmington	DE	19808	newdarkcloud@gmail.com		
7/18/2018	\$10.00	Online	Neal	Sargent	PO Box 3446	Monument	CO	80132	samsargent@hrams.com		
7/18/2018	\$50.00	Online	Davis	Senseman	2054 St Anthony Pkwy	Minneapolis	MN	55418	davis@davismeansbusiness.com	lawyer	Davis Law Office
7/18/2018	\$50.00	Online	Carla C.	Kjellberg	2929 Chicago Ave S #1222	Minneapolis	MN	55407	kjellbs@gmail.com	SysAdmin	1993
7/18/2018	\$5.00	Online	Amity	Foster	1605 2nd St NE	Minneapolis	MN	55413	amityf@gmail.com	HR consultant	HRAMS
7/19/2018	\$4.00	Online	henry	buery	6109 petaluma dr	boca raton	FL	33433	hpbuery@hotmail.com	Retired	Retired
7/19/2018	\$15.00	Online	Sheila	Low-Beer	330 Concord Street	Charleston	SC	29401	slowbeer@mac.com	Retired	Retired
7/19/2018	\$10.00	Online	Barry	Lentz	179 Tradescant Dr	Chapel Hill	NC	27517	uncbrl@gmail.com	Retired	Retired
7/19/2018	\$25.00	Online	Gary	Weingarten	8 Brevoort Place	Brooklyn	NY	11216	garyverlaine@gmail.com	Bar Owner	Camille Productions, LLC
7/19/2018	\$25.00	Online	Eugene	Tobey	278 Forts Ferry Rd	Latham	NY	12110	tobeyfe@aol.com	Retired	Retired
7/19/2018	\$25.00	Online	Rick	Kinnaird	13706 Prince James Drive	Chesterfield	VA	23832	rick@rickkinnaird.com	Retired	Retired
7/20/2018	\$50.00	Online	Kathleen	Cole	3142 Arthur St NE	Minneapolis	MN	55418	k99km01@gmail.com	Professor	Metropolitan State University
7/20/2018	\$150.00	Online	Tony Eliecer	Aarts	3018 Johnson St NE	Minneapolis	MN	55418	aartstony18@gmail.com	Ed spec	MDE
7/20/2018	\$25.00	Online	Suzanne S	Rhees	1220 Hoyt Ave W	St. Paul	MN	55108	srhees87@gmail.com	project manager	MN Board of Water and Soil Resources
7/21/2018	\$15.00	Online	Kate	Black	35 Lexington Parkway S Apt 33	Saint Paul	MN	55105	kateablack10@gmail.com	Field Representative	AFSCME Council 5
7/22/2018	\$50.00	Online	Paloma	Ibanez	1850 E. Maryland Ave, 53	Phoenix	AZ	85016	ibanez.paloma@gmail.com	Director	Javelina
7/23/2018	\$10.00	Online	Frank	Alarcon	2700 University Ave W, APT 608	Saint Paul	MN	55114	frank.j.alarcon@gmail.com	Transit planner	Ramsey County

Date	Amount	Method	First Name	Last Name	Address	City	State	Zip Code	Email	Occupation	Employer
7/23/2018	\$25.00	Online	Jackie	O'Shea	6106 Colfax Ln S	Minneapolis	MN	55419	jackielynnoshea@gmail.com	Political Organizer	Minnesota Nurses Association
7/23/2018	\$10.00	Online	Martha	Varga	52966 Ida Street	South Bend	IN	46637	martha.varga@staples.com	Sales	Staples Inc.
7/23/2018	\$10.00	Online	Bonnie	Beckett	4903 14th St. N., Arlington	Arlington	VA	22205	bonnie_beckett@hotmail.com	Retired	Retired
7/23/2018	\$50.00	Online	Sandy J	Brown	P.O. Box 1854, 311 West German Street	Shepherdstown	WV	25443	sandygone@hotmail.com	educator	national park service
7/24/2018	\$50.00	Online	Tim Twofoot	Boulette	133 High St.	South Portland	ME	4106	tboulette1168@hotmail.com	Attorney	None
7/25/2018	\$25.00	Online	Brennan	Furness	36 Mississippi River Blvd N	Saint Paul	MN	55104	bcfurness@gmail.com	Policy Advisor	State of Minnesota
7/26/2018	\$50.00	Online	Shireen	Rahnema	140 Hubbard Ave	Saint Paul	MN	55104	shireen8044@gmail.com	Parent	Self
7/26/2018	\$25.00	Online	Scott	Williams	2013 Texas St.	Norman	OK	73069	sbw@ou.edu	Non-Profit Managing Director	University of OKLAHOMA
7/26/2018	\$50.00	Online	Sidney	Schultz	2700 University Ave W Apt 129	St Paul	MN	55114	sidneyanne.schultz@gmail.com	Nurse	Park Nicollet
7/26/2018	\$50.00	Online	Andrew	Kuledge	2700 University Ave W Apt 129	St Paul	MN	55114	andrewkuledge@gmail.com	Analyst	Target
7/26/2018	\$200.00	Online	Andrew	Kuledge	2700 University Ave W Apt 129	St Paul	MN	55114	andrewkuledge@gmail.com	Analyst	Target



GUIDELINES FOR THE COMPLAINANT

The City of Saint Paul Department of Human Rights and Equal Economic Opportunity ("HREEO") is an administrative agency which enforces the Human Rights Ordinance of the City of Saint Paul. The Human Rights Ordinance ("Ordinance") prohibits discrimination in the areas of employment, education, real property, public accommodations, public services, business, and credit based on a number of protected classes: race, color, religion, creed, age, disability, marital status, familial status, sex, sexual or affectional orientation, national origin, ancestry, and status with regard to public assistance. In addition, the Ordinance prohibits reprisal, also known as retaliation, for filing a charge of discrimination, opposing or protesting an act you believe violates the Ordinance, associating with a person who is a member of protected class or a person who has filed a charge of discrimination.

THE FOLLOWING INFORMATION OUTLINES THE PROCESS AND PROCEDURES HREEO WILL FOLLOW IN HANDLING YOUR COMPLAINT. PLEASE READ THE INFORMATION CAREFULLY AND ASK YOUR INVESTIGATOR TO EXPLAIN ANYTHING THAT YOU ARE UNSURE OF.

1. FILING OPTION

When the alleged discriminatory action has occurred within the City of Saint Paul, you have the option of filing a charge with either HREEO or with the State of Minnesota Human Rights Department ("MDHR"). However, you cannot file a charge on the same matter with both agencies, either at the same time or at different times.

2. FILING A CHARGE

By filing a charge with HREEO, you (the "Complainant") are alleging that another party (the "Respondent") has committed a discriminatory act against you in violation of the Ordinance. Your signed, written and notarized charge must be reviewed and accepted by HREEO Director or by a designated manager before any official action is taken, except in real property cases. When your charge is accepted, HREEO will mail the Respondent a letter and a copy of your formal charge. There is no cost to you for filing a charge or for any other service offered by HREEO.

HREEO has a work-share agreement with the Equal Employment Opportunity Commission (EEOC) for employment cases and the U.S. Department of Housing and Urban Development (HUD) for real property cases. This means that any charge of discrimination filed with HREEO will also be cross-filed with either the EEOC or HUD if it meets their jurisdictional requirements. It is not necessary for you to file with both HREEO and the corresponding federal agency.

3. THE INVESTIGATION

- a. A Human Rights Investigator ("Investigator") from HREEO will be assigned to conduct a THOROUGH and IMPARTIAL investigation of your charge. During the course of the investigation the Investigator does not act as your legal representative and cannot provide you legal advice concerning your charge. The Respondent will be asked to give an answer to your allegations; their response is called the POSITION STATEMENT. We will provide you with a copy of the Respondent's Position Statement. You will be asked to provide a REBUTTAL to the Respondent's Position Statement. Your Rebuttal should show why the Respondent's Position Statement is pretext for discrimination. As the person filing the charge you have the ultimate burden of proving that discrimination occurred.

Investigations usually include interviewing witnesses, gathering documents and analyzing comparative data. We may ask you to name witnesses you believe could provide relevant information about your charge. We will evaluate their possible contribution to the investigation. We may decide not to contact some or any of your witnesses because they do not appear to have information that is relevant to your charge. We may also interview witnesses that HREEO identifies in the course of the investigation of your charge. The time needed to complete an investigation depends on factors such as the complexity of the charge, the cooperation of Respondent and witnesses, and the case load demands of the Investigator assigned to your case.

- b. While your complaint is under investigation, access to file documents and testimony is regulated by Minnesota Statute. If any person makes a written request during an investigation to see or have copies of file materials which he or she has not personally submitted to the case file, HREEO may ask the Saint Paul City Attorney to determine whether or not the person has legal access to the information requested.
- c. REPRISAL: If you believe the Respondent has retaliated against you or your witnesses because you filed a charge or participated in an investigation, please contact HREEO immediately. Reprisal includes negative actions taken against you, such as intimidation and harassment. The Respondent and its employees are prohibited from informing a potential employer or landlord that you have filed a charge or opposed a practice forbidden by the Ordinance.
- d. The Investigator assigned to the case may not always be in when you call or come to the office, therefore, it is suggested that you schedule an appointment before coming to HREEO. If the Investigator is not in when you telephone, please leave a message with the Receptionist. Throughout the investigative process, you must promptly notify HREEO in writing of any changes in your address and telephone number and of any matters affecting your charge. A case may be closed before an investigation is completed if: a) you fail to cooperate in providing necessary information, such as your change of address; b) you voluntarily withdraw the charge, or c) you and Respondent privately settle the disputed matter. For your protection, you should contact HREEO before entering into any Pre-Determination Settlement Agreement (PDSA).

4. RESOLUTION OF YOUR CHARGE

When the investigation is complete, HREEO will determine whether there is "Cause", "No Cause" or "Insufficient Evidence" to believe that an unlawful discriminatory act has occurred. Both you and the Respondent will be notified of the determination by mail.

5. NO CAUSE/INSUFFICIENT EVIDENCE DETERMINATION

If HREEO determines that the weight of the evidence does not support your allegations, a finding of "No Cause" is made. If HREEO decides that there is insufficient evidence to make a determination, a finding of "Insufficient Evidence" is made. A Complainant has the right to appeal "No Cause" and "Insufficient Evidence" determinations.

6. CAUSE DETERMINATION / CONCILIATION MEETING

If the weight of the evidence substantiates a finding that there is "Cause" to believe that a prohibited discriminatory act occurred, HREEO will schedule a conciliation meeting with you and the Respondent. The purpose of the conciliation meeting is to provide a forum where both parties may reach an agreement on terms that would settle the matter and thus avoid litigation.

If the attempt to resolve the charge through conciliation process fails, HREEO may initiate a civil enforcement hearing before a panel of three Saint Paul HREEO Commissioners. At a civil enforcement hearing, HREEO and an Assistant City Attorney will represent your interest at no cost to you. HREEO Commission will determine whether a violation has occurred and, if so, issue an order specifying a remedy. This order may be appealed by either party to the State District Court.

7. PRIVATE SUIT BY COMPLAINANT

Minnesota law provides that the complainant may bring a civil action in court against a party alleged to have committed a discriminatory act. A Complainant may sue privately without filing a complaint with either HREEO or MDHR.

A complainant may also begin a private lawsuit under the following circumstances:

- a. Within 45 days after the HREEO Deputy Director has determined that there is "No Cause" or "Insufficient Evidence" to support the charge; or
- b. After 45 days from the filing of the charge if a hearing has not been held or if HREEO has not entered into a conciliation agreement to which the Complainant is a signatory.

If you do decide to bring a private lawsuit under either of the above circumstances, you must notify HREEO in writing and follow other specific notice procedures as required under State Law.

Should you have any questions, please feel free to call the Investigator assigned to your case or call HREEO at (651) 266-8966.