

STATE OF MINNESOTA

DISTRICT

COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Diane Cleveland, )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 The Minnesota Department of )  
 )  
 Human Rights, )  
 )  
 Defendant. )

Case type: Civil

Case Number:

**COMPLAINT AND REQUEST FOR INJUNCTIVE RELIEF**

COMES NOW the Plaintiff, by and through her attorneys Philip G. Villaume and Jeffrey D. Schiek, and for a Complaint against the Defendant, states and alleges as follows:

**PARTIES**

1. The Plaintiff, Diane Cleveland, a/k/a “Cleveland”, at all times relevant to the actions complained of here, was a resident of the City of Andover, County of Anoka, State of Minnesota.
2. The Defendant, the Minnesota Department of Human Rights (a/k/a “MDHR”), is and at all times relevant to these actions complained of herein has been located in the City of Saint Paul, County of Ramsey, State of Minnesota with its principal place of business located at Sibley Square at Mears Park, 190 East Fifth Street, Suite 700, St. Paul, Minnesota, 55101, employing one or more persons. That the MDHR is furnished, maintained, governed and financed by the State of Minnesota.

## **JURISDICTION**

3. That the District Court has jurisdiction over this matter because the acts discussed below occurred in the City of St. Paul, County of Ramsey, State of Minnesota and through out the State of Minnesota.

## **FACTS**

4. In February of 2004, Cleveland, was hired as a full-time Social Studies Teacher for the Anoka-Hennepin Independent School District No. 11 at the Secondary Technical Education Program (commonly referred to as “STEP”) located at 1353 West Highway 10, Anoka, MN 55303.
5. The STEP program is designed for students in High School looking for opportunities for hands-on careers, and is connected to the Anoka-Hennepin Technical College.
6. On or about May 13, 2008, a parent on behalf of a minor child, filed with the MDHR a charge alleging educational discrimination based on sexual orientation against Independent School District No. 11.
7. The Plaintiff’s name was not stated in the Respondent section of the charging document.
8. The MDHR found probable cause to believe that Independent School District No. 11 violated Minn. Stat. § 363A.13, subd. 1.
9. That the MDHR during their investigation never interviewed the Plaintiff.
10. That in May or June of 2009, the minor child and Independent School District No. 11, and the MDHR settled the matter and executed a Settlement Agreement and Release of Claims.
11. On or about July 2, 2009, the MDHR determined that the minor child and Independent School District No. 11 case was “closed”.

12. Prior to or on August 12, 2009, the MDHR disclosed a copy of the summary investigation to the Star Tribune, which included the Plaintiff's name, and the Star Tribune disclosed the Plaintiff's name in their paper on or about August 13, 2009.
13. On or about August 12, 2009, by and through Plaintiff's then counsel stated that the disclosure by MDHR on their website violated the terms of the settlement agreement and that the MDHR violated the Minnesota Department of Human Rights Act 363A.01 et. al.
14. Also on or about August 12, 2009, by and through Plaintiff's then counsel stated that the disclosure by the MDHR of a summary investigation to the Star Tribune which included the Plaintiff's name was in violation of the Minnesota Department of Human Rights Act 363A.01 et. al.
15. On or about August 13, 2009, the MDHR placed the Plaintiff's name on their website which is <http://www.humanrights.state.mn.us> <http://www.humanrights.state.mn.us> under "Case of the Month". The Plaintiff was portrayed in a negative fashion.
16. That attached hereto is a true and correct copy of the disclosure made by the MDHR entitled "2009 Settlement Agreements" and marked as "Exhibit A", and incorporated into the Complaint.
17. That on August 19, 2009, the MDHR declined to remove the disclosure of Plaintiff's identity from their website.
18. Currently, the Plaintiff's name is still on the MDHR website under "Settlements" then "browse the Archive" then "Anoka-Hennepin school district pays \$25,000 to settle charge".

19. When the MDHR disclosed the identity of the Plaintiff on their website, including the investigative summary provided to the Star Tribune, who was not named as a Respondent in the original charging document, they violated Minn. Stat. § 363A.35, subd. 3.
20. The MDHR published individual private data and/or non public data.
21. Minn. Stat. § 363A.35, subd. 3 states, “Access to closed files. (a) Except as otherwise provided in this subdivision, humans rights investigative data contained in a closed case file are private data on individuals or nonpublic data. The name and address of the charging party and respondent, factual basis of the allegations, the statute under which the action is brought, **the part of the summary of the investigation that does not contain identifying data on a person other than the complainant or respondent**, and the commissioner’s memorandum determining whether probable cause has been shown are public data.” (Emphasis added).
22. By disclosing the identify of the Plaintiff, the MDHR also violated the Settlement Agreement and Release of Claims which they executed in May or June of 2009.
23. Defendant’s employees were acting within the scope of employment at the time of the illegal acts.
24. The harm caused to the Plaintiff’s reputation and privacy interests are irreparable.
25. As a direct result of the actions of the MDHR the Plaintiff has sustained damages.
26. On or about August 31, 2009, as a direct result of the MDHR’s actions the Plaintiff took an unpaid leave of absence from her employment as a Social Studies Teacher at the STEP.

27. On November 4, 2009, Philip G. Villaume contacted Beth Bibus asking if the MDHR would remove Diane Cleveland's name from the MDHRs' website. Beth Bibus referred Philip G. Villaume to Michael Browne.
28. On November 4, 2009, Philip G. Villaume left a message for Michael Browne with the MDHR regarding removing Diane Cleveland's name from the MDHRs' website.
29. On November 5, 2009, Philip G. Villaume again contacted, by telephone, Michael Browne and left a voice mail message requesting that he contact Philip G. Villaume and indicate whether the MDHR would voluntarily remove the name of Diane Cleveland from their website.
30. On November 6, 2009, Philip G. Villaume sent Lori Swanson, Attorney General or any Assistant Attorney General, NCL Tower, 445 Minnesota Street, Suite 1100, Saint Paul, Minnesota 55102 and Velma Korbel, Commissioner, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 E. Fifth Str., Suite 700, Saint Paul, MN 55101, a notice of claim letter regarding Diane Cleveland's claims against the MDHR.
31. In the notice of claim letter Plaintiff requested that the MDHR advise no later than November 13, 2009 in writing of the State's and/or MDHRs' intentions.
32. On November 9, 2009, the Attorney General or an Assistant Attorney General and Velma Korbel received Diane Cleveland's notice of claim.
33. To date, Plaintiff has not received any correspondence with the Attorney General's Office or the MDHRs' Office.

34. On or about November 16, 2009, the State of Minnesota was served with the Summons, Complaint, Motion for Temporary Injunction, Order to Show Cause, Proposed Order, Affidavit of Philip G. Villaume, Affidavit of Diane Cleveland, Affidavit of Marshall H. Tanick, and Plaintiff's Memorandum of Law in Support of Plaintiff's Motion for Temporary Restraining, and Proposed Order. The Plaintiff incorporates the Motion for Temporary Injunction, Order to Show Cause, Proposed Order, Affidavit of Philip G. Villaume, Affidavit of Diane Cleveland, and Affidavit of Marshall Tanick and Plaintiff's Memorandum of Law in Support of Plaintiff's Motion for Temporary Restraining into the Complaint.

**COUNT I**  
**DEFENDANT, THE MDHR,**  
**VIOLATION OF THE MINNESOTA DEPARTMENT OF HUMAN RIGHTS ACT**

Plaintiff, for her first cause of action against Defendant, the MDHR, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth above this count

and further alleges that:

35. On or about May 13, 2008, a parent on behalf of a minor child, filed with the MDHR a charge alleging educational discrimination based on sexual orientation against Independent School District No. 11.
36. The Plaintiff's name was not stated in the Respondent section of the charging document.
37. The MDHR found probable cause to believe that Independent School District No. 11 violated Minn. Stat. § 363A.13, subd. 1.
38. That the MDHR during their investigation never interviewed the Plaintiff.

39. On or about July 2, 2009, the MDHR determined that the minor child and Independent School District No. 11 case was “closed”.
40. Prior to or on August 12, 2009, the MDHR disclosed a copy of the summary investigation to the Star Tribune, which included the Plaintiff’s name, and the Star Tribune disclosed the Plaintiff’s name in their paper on or about August 13, 2009.
41. On or about August 12, 2009, by and through Plaintiff’s then counsel stated that the disclosure by MDHR on their website violated the terms of the settlement agreement and that MDHR violated the Minnesota Department of Human Rights Act 363A.01 et. al.
42. Also on or about August 12, 2009, by and through Plaintiff’s then counsel stated that the disclosure by MDHR of a summary investigation to the Star Tribune which included the Plaintiff’s name was in violation of the Minnesota Department of Human Rights Act 363A.01 et. al.
43. On or about August 13, 2009, the MDHR placed the Plaintiff’s name on their website which is <http://www.humanrights.state.mn.us> <http://www.humanrights.state.mn.us> under “Case of the Month”. The Plaintiff was portrayed in a negative fashion.
44. That attached hereto is a true and correct copy of the disclosure made by the MDHR entitled “2009 Settlement Agreements” and marked as “Exhibit A”, and incorporated into the Complaint.
45. That on August 19, 2009, the MDHR declined to remove the disclosure of Plaintiff’s identity from their website.
46. Currently, the Plaintiff’s name is still on MDHR website under “Settlements” then “browse the Archive” then “Anoka-Hennepin school district pays \$25,000 to settle charge”.

47. When the MDHR disclosed the identity of the Plaintiff on their website, including the investigative summary provided to the Star Tribune, who was not named as a Respondent in the original charging document, they violated Minn. Stat. § 363A.35, subd. 3.
48. Minn. Stat. § 363A.35, subd. 3 states, “Access to closed files. (a) Except as otherwise provided in this subdivision, humans rights investigative data contained in a closed case file are private data on individuals or nonpublic data. The name and address of the charging party and respondent, factual basis of the allegations, the statute under which the action is brought, **the part of the summary of the investigation that does not contain identifying data on a person other than the complainant or respondent**, and the commissioner’s memorandum determining whether probable cause has been shown are public data.” (Emphasis added).
49. Defendant’s employees were acting within the scope of employment at the time of the illegal acts.
50. As a direct and proximate result of Defendant’s violations, Plaintiff has been deprived of financial and non-financial benefits of employment, including, but not limited to, lost wages, future lost wages, anxiety, humiliation, pain and suffering, mental anguish, and loss of fringe benefits, and attorneys’ fees.

**COUNT II**  
**DEFENDANT, THE MDHR,**  
**NEGLIGENCE**

Plaintiff, for her second cause of action against Defendant, the MDHR, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth above this count

and further alleges that:

51. On or about May 13, 2008, a parent on behalf of a minor child, filed with the MDHR a charge alleging educational discrimination based on sexual orientation against Independent School District No. 11.
52. The Plaintiff's name was not stated in the Respondent section of the charging document.
53. The MDHR found probable cause to believe that Independent School District No. 11 violated Minn. Stat. § 363A.13, subd. 1.
54. That the MDHR during their investigation never interviewed the Plaintiff.
55. That in May or June of 2009, the minor child and Independent School District No. 11, and the MDHR settled the matter and executed a Settlement Agreement and Release of Claims.
56. On or about July 2, 2009, the MDHR determined that the minor child and Independent School District No. 11 case was "closed".
57. Prior to or on August 12, 2009, the MDHR disclosed a copy of the summary investigation to the Star Tribune, which included the Plaintiff's name, and the Star Tribune disclosed the Plaintiff's name in their paper on or about August 13, 2009.
58. On or about August 12, 2009, by and through Plaintiff's then counsel stated that the disclosure by MDHR on their website violated the terms of the settlement agreement and that MDHR violated the Minnesota Department of Human Rights Act 363A.01 et. al.
59. Also on or about August 12, 2009, by and through Plaintiff's then counsel stated that the disclosure by MDHR of a summary investigation to the Star Tribune which included the Plaintiff's name was in violation of the Minnesota Department of Human Rights Act 363A.01 et. al.

60. On or about August 13, 2009, the MDHR placed the Plaintiff's name on their website which is <http://www.humanrights.state.mn.us> <http://www.humanrights.state.mn.us> under "Case of the Month". The Plaintiff was portrayed in a negative fashion.
61. That attached hereto is a true and correct copy of the disclosure made by the MDHR entitled "2009 Settlement Agreements" and marked as "Exhibit A", and incorporated into the Complaint.
62. That on August 19, 2009, the MDHR declined to remove the disclosure of Plaintiff's identity from their website.
63. Currently, the Plaintiff's name is still on MDHR website under "Settlements" then "browse the Archive" then "Anoka-Hennepin school district pays \$25,000 to settle charge".
64. Minn. Stat. § 363A.35, subd. 3 states, "Access to closed files. (a) Except as otherwise provided in this subdivision, humans rights investigative data contained in a closed case file are private data on individuals or nonpublic data. The name and address of the charging party and respondent, factual basis of the allegations, the statute under which the action is brought, **the part of the summary of the investigation that does not contain identifying data on a person other than the complainant or respondent**, and the commissioner's memorandum determining whether probable cause has been shown are public data." (Emphasis added).
65. Defendant's employees were acting within the scope of employment at the time of the illegal acts.
66. The Defendant was negligent because they violated the plain language of Minnesota Statute § 363A.01, et. al., and because they disclosed a summary investigation to the Star

Tribune which included the Plaintiff's name which was in violation of the Minnesota Department of Human Rights Act 363A.01 et. al.

67. Based on the plain language of Minn. Stat. § 363A.03, subd. 3, the MDHR had no discretion to disclose the name of the Plaintiff on their website or to the Star Tribune because she was not named as a Respondent.
68. As a direct and proximate result of Defendant's violations, Plaintiff has been deprived of financial and non-financial benefits of employment, including, but not limited to, lost wages, future lost wages, anxiety, humiliation, pain and suffering, mental anguish, and loss of fringe benefits, and attorneys' fees.

**COUNT III**  
**DEFENDANT, MDHR,**  
**BREACH OF SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS**

Plaintiff, for her third cause of action against Defendant, the MDHR, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth above this count

and further alleges that:

69. On or about May 13, 2008, a parent on behalf of a minor child, filed with the MDHR a charge alleging educational discrimination based on sexual orientation against Independent School District No. 11.
70. The Plaintiff's name was not stated in the Respondent section of the charging document.
71. The MDHR found probable cause to believe that Independent School District No. 11 violated Minn. Stat. § 363A.13, subd. 1.
72. That the MDHR during their investigation never interviewed the Plaintiff.
73. That in May or June of 2009, the minor child and Independent School District No. 11,

and the MDHR settled the matter and executed a Settlement Agreement and Release of Claims.

74. On or about July 2, 2009, the MDHR determined that the minor child and Independent School District No. 11 case was “closed”.
75. Prior to or on August 12, 2009, the MDHR disclosed a copy of the summary investigation to the Star Tribune, which included the Plaintiff’s name, and the Star Tribune disclosed the Plaintiff’s name in their paper on or about August 13, 2009.
76. On or about August 12, 2009, by and through Plaintiff’s then counsel stated that the disclosure by MDHR on their website violated the terms of the settlement agreement and that MDHR violated the Minnesota Department of Human Rights Act 363A.01 et. al.
77. Also on or about August 12, 2009, by and through Plaintiff’s then counsel stated that the disclosure by MDHR of a summary investigation to the Star Tribune which included the Plaintiff’s name was in violation of the Minnesota Department of Human Rights Act 363A.01 et. al.
78. On or about August 13, 2009, the MDHR placed the Plaintiff’s name on their website which is <http://www.humanrights.state.mn.us> <http://www.humanrights.state.mn.us> under “Case of the Month”. The Plaintiff was portrayed in a negative fashion.
79. That attached hereto is a true and correct copy of the disclosure made by the MDHR entitled “2009 Settlement Agreements” and marked as “Exhibit A”, and incorporated into the Complaint.
80. That on August 19, 2009, the MDHR declined to remove the disclosure of Plaintiff’s identity from their website.
81. Currently, the Plaintiff’s name is still on MDHR website under “Settlements” then

“browse the Archive” then “Anoka-Hennepin school district pays \$25,000 to settle charge”.

82. When the MDHR disclosed the identity of the Plaintiff on their website, including the investigative summary provided to the Star Tribune, who was not named as a Respondent in the original charging document, they breached the Settlement Agreement and Release of Claims Agreement they executed in May or June of 2009
83. By disclosing the identify of the Plaintiff, the MDHR breached the Settlement Agreement and Release of Claims which they executed in May or June of 2009.
84. Defendant’s employees were acting within the scope of employment at the time of the illegal acts.
85. As a direct and proximate result of Defendant’s violations, Plaintiff has been deprived of financial and non-financial benefits of employment, including, but not limited to, lost wages, future lost wages, anxiety, humiliation, pain and suffering, mental anguish, and loss of fringe benefits, and attorneys’ fees.

**COUNT IV**  
**DEFENDANT, MDHR,**  
**INVASION OF PRIVACY**

Plaintiff, for her fourth cause of action against Defendant, the MDHR, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth above this count

and further alleges that:\_\_\_\_\_

86. On or about May 13, 2008, a parent on behalf of a minor child, filed with the MDHR a charge alleging educational discrimination based on sexual orientation against

Independent School District No. 11.

87. The Plaintiff's name was not stated in the Respondent section of the charging document.
88. The MDHR found probable cause to believe that Independent School District No. 11 violated Minn. Stat. § 363A.13, subd. 1.
89. That the MDHR during their investigation never interviewed the Plaintiff.
90. That in May or June of 2009, the minor child and Independent School District No. 11, and the MDHR settled the matter and executed a Settlement Agreement and Release of Claims.
91. On or about July 2, 2009, the MDHR determined that the minor child and Independent School District No. 11 case was "closed".
92. Prior to or on August 12, 2009, the MDHR disclosed a copy of the summary investigation to the Star Tribune, which included the Plaintiff's name, and the Star Tribune disclosed the Plaintiff's name in their paper on or about August 13, 2009.
93. On or about August 12, 2009, by and through Plaintiff's then counsel stated that the disclosure by MDHR on their website violated the terms of the settlement agreement and that MDHR violated the Minnesota Department of Human Rights Act 363A.01 et. al.
94. Also on or about August 12, 2009, by and through Plaintiff's then counsel stated that the disclosure by MDHR of a summary investigation to the Star Tribune which included the Plaintiff's name was in violation of the Minnesota Department of Human Rights Act 363A.01 et. al.
95. On or about August 13, 2009, the MDHR placed the Plaintiff's name on their website which is <http://www.humanrights.state.mn.us> <http://www.humanrights.state.mn.us> under "Case of the Month". The Plaintiff was portrayed in a negative fashion.

96. That attached hereto is a true and correct copy of the disclosure made by the MDHR entitled “2009 Settlement Agreements” and marked as “Exhibit A”, and incorporated into the Complaint.
97. That on August 19, 2009, the MDHR declined to remove the disclosure of Plaintiff’s identity from their website.
98. Currently, the Plaintiff’s name is still on MDHR website under “Settlements” then “browse the Archive” then “Anoka-Hennepin school district pays \$25,000 to settle charge”.
99. Based on the plain language of Minn. Stat. § 363A.03, subd. 3, the MDHR had no discretion to disclose the name of the Plaintiff on their website or to the Star Tribune because she was not named as a Respondent.
100. That on or about August 12, 2009, the MDHR and invaded Plaintiff’s privacy by disclosing her name on their website and by disclosing her name to the Star Tribune.
101. That MDHR intentionally interfered with Plaintiff’s private concerns and/or affairs by disclosing her name on their website and by disclosing her name to the Star Tribune.
102. That Plaintiff had a reasonable expectation of privacy in her private concerns and/or affairs.
103. That the invasion of privacy occurred in a way that would be highly offensive to a reasonable person in a similar position.
104. Defendant’s employees were acting within the scope of employment at the time of the illegal acts.
105. As a direct and proximate result of Defendant’s violations, Plaintiff has been deprived of

financial and non-financial benefits of employment, including, but not limited to, lost wages, future lost wages, anxiety, humiliation, pain and suffering, mental anguish, and loss of fringe benefits, and attorneys' fees.

**COUNT V**  
**DEFENDANT, MDHR,**  
**VIOLATION OF THE MINNESOTA GOVERNMENT DATA PRACTICE ACT**

Plaintiff, for her fifth cause of action against Defendant, the MDHR, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth above this count

and further alleges that:

106. On or about May 13, 2008, a parent on behalf of a minor child, filed with the MDHR a charge alleging educational discrimination based on sexual orientation against Independent School District No. 11.
107. The Plaintiff's name was not stated in the Respondent section of the charging document.
108. The MDHR found probable cause to believe that Independent School District No. 11 violated Minn. Stat. § 363A.13, subd. 1.
109. That the MDHR during their investigation never interviewed the Plaintiff.
110. That in May or June of 2009, the minor child and Independent School District No. 11, and the MDHR settled the matter and executed a Settlement Agreement and Release of Claims.
111. On or about July 2, 2009, the MDHR determined that the minor child and Independent School District No. 11 case was "closed".
112. Prior to or on August 12, 2009, the MDHR disclosed a copy of the summary investigation to the Star Tribune, which included the Plaintiff's name, and the Star

- Tribune disclosed the Plaintiff's name in their paper on or about August 13, 2009.
113. On or about August 12, 2009, by and through Plaintiff's then counsel stated that the disclosure by MDHR on their website violated the terms of the settlement agreement and that MDHR violated the Minnesota Department of Human Rights Act 363A.01 et. al.
  114. Also on or about August 12, 2009, by and through Plaintiff's then counsel stated that the disclosure by MDHR of a summary investigation to the Star Tribune which included the Plaintiff's name was in violation of the Minnesota Department of Human Rights Act 363A.01 et. al.
  115. On or about August 13, 2009, the MDHR placed the Plaintiff's name on their website which is <http://www.humanrights.state.mn.us> <http://www.humanrights.state.mn.us> under "Case of the Month". The Plaintiff was portrayed in a negative fashion.
  116. That attached hereto is a true and correct copy of the disclosure made by the MDHR entitled "2009 Settlement Agreements" and marked as "Exhibit A", and incorporated into the Complaint.
  117. That on August 19, 2009, the MDHR declined to remove the disclosure of Plaintiff's identity from their website.
  118. Currently, the Plaintiff's name is still on MDHR website under "Settlements" then "browse the Archive" then "Anoka-Hennepin school district pays \$25,000 to settle charge".
  119. Based on the plain language of Minn. Stat. § 363A.03, subd. 3, the MDHR had no discretion to disclose the name of the Plaintiff on their website or to the Star Tribune because she was not named as a Respondent.
  120. The MDHR violated the Minnesota Government Data Practices Act (a/k/a "MGDPA"),

Chapter 13, because they disclosed certain information regarding the Plaintiff.

121. The MDHR violated the MGDPA, by disclosing the name of the Plaintiff which would be considered not public data on individuals.
122. The MDHR violated the MGDPA Act, Chapter 13, by disclosing the investigative summary report to the Star Tribune.
123. Defendant's employees were acting within the scope of employment at the time of the illegal acts.
124. As a direct and proximate result of Defendant's violations, Plaintiff has been deprived of financial and non-financial benefits of employment, including, but not limited to, lost wages, future lost wages, anxiety, humiliation, pain and suffering, mental anguish, and loss of fringe benefits, and attorneys' fees.

**COUNT VI**  
**DEFENDANT, MDHR,**  
**REQUEST FOR TEMPORARY INJUNCTIVE RELIEF**

Plaintiff, for her sixth cause of action against Defendant, the MDHR, alleges as follows:

Plaintiff incorporates all paragraphs of this complaint as if fully set forth above this count

and further alleges that: \_\_\_\_\_

125. On or about May 13, 2008, a parent on behalf of a minor child, filed with the MDHR a charge alleging educational discrimination based on sexual orientation against Independent School District No. 11.
126. The Plaintiff's name was not stated in the Respondent section of the charging document.
127. The MDHR found probable cause to believe that Independent School District No. 11 violated Minn. Stat. § 363A.13, subd. 1.

128. That the MDHR during their investigation never interviewed the Plaintiff.
129. That in May or June of 2009, the minor child and Independent School District No. 11, and the MDHR settled the matter and executed a Settlement Agreement and Release of Claims.
130. On or about July 2, 2009, the MDHR determined that the minor child and Independent School District No. 11 case was “closed”.
131. Prior to or on August 12, 2009, the MDHR disclosed a copy of the summary investigation to the Star Tribune, which included the Plaintiff’s name, and the Star Tribune disclosed the Plaintiff’s name in their paper on or about August 13, 2009.
132. On or about August 12, 2009, by and through Plaintiff’s then counsel stated that the disclosure by MDHR on their website violated the terms of the settlement agreement and that MDHR violated the Minnesota Department of Human Rights Act 363A.01 et. al.
133. Also on or about August 12, 2009, by and through Plaintiff’s then counsel stated that the disclosure by MDHR of a summary investigation to the Star Tribune which included the Plaintiff’s name was in violation of the Minnesota Department of Human Rights Act 363A.01 et. al.
134. On or about August 13, 2009, the MDHR placed the Plaintiff’s name on their website which is <http://www.humanrights.state.mn.us> <http://www.humanrights.state.mn.us> under “Case of the Month”. The Plaintiff was portrayed in a negative fashion.
135. That attached hereto is a true and correct copy of the disclosure made by the MDHR entitled “2009 Settlement Agreements” and marked as “Exhibit A”, and incorporated into the Complaint.
136. That on August 19, 2009, the MDHR declined to remove the disclosure of Plaintiff’s

identity from their website.

137. On November 4, 2009, Philip G. Villaume contacted Beth Bibus asking if the MDHR would remove Diane Cleveland's name from the MDHRs' website. Beth Bibus referred Philip G. Villaume to Michael Browne.
138. On November 4, 2009, Philip G. Villaume left a message for Michael Browne with the MDHR regarding removing Diane Cleveland's name from the MDHRs' website.
139. On November 5, 2009, Philip G. Villaume again contacted, by telephone, Michael Browne and left a voice mail message requesting that he contact Philip G. Villaume and indicate whether the MDHR would voluntarily remove the name of Diane Cleveland from their website.
140. On November 6, 2009, Philip G. Villaume sent Lori Swanson, Attorney General or any Assistant Attorney General, NCL Tower, 445 Minnesota Street, Suite 1100, Saint Paul, Minnesota 55102 and Velma Korbel, Commissioner, Minnesota Department of Human Rights, Sibley Square at Mears Park, 190 E. Fifth Str., Suite 700, Saint Paul, MN 55101, a notice of claim letter regarding Diane Cleveland's claims against the MDHR.
141. In the notice of claim letter Plaintiff requested that the MDHR advise no later than November 13, 2009 in writing of the State's and/or MDHRs' intentions.
142. On November 9, 2009, the Attorney General or an Assistant Attorney General and Velma Korbel received Diane Cleveland's notice of claim.
143. To date, Plaintiff has not received any correspondence with the Attorney General's Office or the MDHRs' Office.
144. On or about November 16, 2009, the State of Minnesota was served with the Summons, Complaint, Motion for Temporary Injunction, Order to Show Cause, Proposed Order,

Affidavit of Philip G. Villaume, Affidavit of Diane Cleveland, Affidavit of Marshall H. Tanick, and Plaintiff's Memorandum of Law in Support of Plaintiff's Motion for Temporary Restraining, and Proposed Order. The Plaintiff incorporates the Motion for Temporary Injunction, Order to Show Cause, Proposed Order, Affidavit of Philip G. Villaume, Affidavit of Diane Cleveland, and Affidavit of Marshall Tanick and Plaintiff's Memorandum of Law in Support of Plaintiff's Motion for Temporary Restraining into the Complaint.

145. The Plaintiff requests that the Court immediately grant a Temporary Restraining Order in favor of the Plaintiff and set this matter for a hearing within a reasonable amount of time to allow the Defendant to respond to Plaintiff's papers, and which time the Plaintiff will request a Permanent Restraining Order against the Defendant restraining the Defendant from publishing her name on their website or dissemination of any information relating to the Plaintiff effective until a trial on the merits of this case.
146. The harm caused to the Plaintiff's reputation and privacy interests are irreparable.
147. As a direct result of the MDHRs' actions the Plaintiff has sustained damages.
148. Plaintiff requests that this court issue a Temporary Restraining Order restraining the Defendant from publishing her name on their website or dissemination of any information relating to the Plaintiff effective until the MDHR appears pursuant to the Order to Show Cause or until a trial on the merits of this case.

**WHEREFORE**, Plaintiff prays for judgment against the Defendant for a reasonable amount in excess of Fifty Thousand and no/100 Dollars (\$50,000), together with costs, disbursements, reasonable attorneys' fees, all damages enumerated under the Minnesota Human Rights Act, all damages enumerated under the Minnesota Government Data Practices Act,

statutory prejudgment interest herein, injunctive relief and any other relief deemed necessary to make the Plaintiff whole.

**PLAINTIFF DEMANDS A JURY TRIAL ON ALL COUNTS SO TRIABLE.**

**PLAINTIFF RESERVES THE RIGHT TO AMEND HER COMPLAINT TO ALLEGE**

**PUNITIVE DAMAGES.**

Dated: November 16, 2009

Respectfully submitted,

**VILLAUME & SCHIEK, P.A.**

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Philip G. Villaume (#112859)  
Jeffrey D. Schiek (#0305455)  
Attorneys for Plaintiff  
BLN Office Park  
2051 Killebrew Drive, Suite 611  
Bloomington, MN 55425  
(952) 851-9500

**ACKNOWLEDGMENT**

IT IS HEREBY ACKNOWLEDGED that the allegations of this Complaint are well-grounded in fact and are warranted by existing law or good faith argument for its extensions modification reversal. Plaintiff brings this Complaint in good faith and not for any improper purposes. The Plaintiff, acknowledge that costs, disbursements and reasonable attorney and witness fees maybe awarded to Defendant pursuant to Minn. Stat. § 549.211 and the Rules of Civil Procedure.

Dated: November 16, 2009

**VILLAUME & SCHIEK, P.A.**

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Philip G. Villaume (#112859)  
Jeffrey D. Schiek (#0305455)  
Attorneys for Plaintiff  
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2051 Killebrew Drive, Suite 611  
Bloomington, MN 55425  
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