

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Amy Sweasy Tamburino,
Plaintiff

Case Type: Contract/Other

Court File No. _____

v.

Michael O. Freeman Individually, David
Hough, Individually, and the County of
Hennepin,

SUMMONS

Defendants.

This Summons is directed to:

County of Hennepin
Board of Commissioners
Commissioner Marion Greene, Chair
Government Center A2400
300 South 6th Street
Minneapolis, MN 55487

1. **You are being sued.** The Plaintiff has started a lawsuit against you. The *Complaint* is attached to this *Summons*. Do not throw these papers away. They are official papers that start a lawsuit and affect your legal rights, even if nothing has been filed with the court and even if there is no court file number on this *Summons*.

2. **You must EACH reply, in writing, AND get a copy of your reply to the person/business who is suing you within 21 days to protect your rights.** Your reply is called an *Answer*. Getting your reply to the Plaintiff is called service. You must serve a copy of your *Answer or Answer and Counterclaim* (Answer) within 21 days from the date you received the *Summons* and *Complaint*.

ANSWER: You can find the *Answer* form and instructions on the MN Judicial Branch website at www.mncourts.gov/forms under the "Civil" category. The instructions will explain in detail how to fill out the *Answer* form.

3. **You must respond to each claim.** The *Answer* is your written response to the Plaintiff's *Complaint*. In your *Answer* you must state whether you agree or disagree with each paragraph of the *Complaint*. If you think the Plaintiff should not be given everything they asked for in the *Complaint*, you must say that in your *Answer*.

4. **SERVICE: You may lose your case if you do not send a written response to the Plaintiff.** If you do not serve a written *Answer* within 21 days, you may lose this case by default. You will not get to tell your side of the story. If you choose not to respond, the Plaintiff may be awarded everything they asked for in their *Complaint*. If you agree with the claims stated in the *Complaint*, you don't need to respond. A default judgment can then be entered against you for what the Plaintiff asked for in the *Complaint*.

To protect your rights, you must serve a copy of your *Answer* on the person who signed this *Summons* in person or by mail at this address:

Sapientia Law Group, PLLC
120 South Sixth Street
Suite 100
Minneapolis, Minnesota 55402.

5. Carefully read the Instructions (CIV301) for the *Answer* for your next steps.

6. **Legal Assistance.** You may wish to get legal help from an attorney. If you do not have an attorney and would like legal help:

- Visit www.mncourts.gov/selfhelp and click on the "Legal Advice Clinics" tab to get more information about legal clinics in each Minnesota county.
- Court Administration may have information about places where you can get legal assistance.

NOTE: Even if you cannot get legal help, you must still serve a written *Answer* to protect your rights or you may lose the case.

7. **Alternative Dispute Resolution (ADR).** The parties may agree to or be ordered to participate in an ADR process under Rule 114 of the Minnesota Rules of Practice. You must still serve your written *Answer*, even if you expect to use ADR.

Dated: November 2, 2022

SAPIENTIA LAW GROUP, PLLC

s/Sonia Miller-Van Oort

Sonia Miller-Van Oort (#278087)

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**ATTORNEYS FOR PLAINTIFF AMY
SWEASY**

4861-2502-7133, v. 1

MINNESOTA
JUDICIAL
BRANCH

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

FOURTH JUDICIAL DISTRICT

Amy Sweasy Tamburino,

Case Type: Contract/Other

Plaintiff

Court File No. _____

v.

Michael O. Freeman Individually, David
Hough, Individually, and the County of
Hennepin,**COMPLAINT
(Jury Trial Requested)**

Defendants.

Plaintiff Amy Sweasy Tamburino (“Sweasy”), for her Complaint against Defendants Michael O. Freeman, David Hough, and the County of Hennepin, states and alleges as follows:

PARTIES

1. Sweasy is a natural person residing in Hennepin County, Minnesota.
2. Sweasy has been a prosecutor and trial attorney for more than 25 years. At all relevant times, Sweasy has worked as a prosecutor in the Hennepin County Attorney’s Office (the “HCAO”).
3. Defendant Michael O. Freeman (“Freeman”) is a natural person residing in Hennepin County, Minnesota. Freeman was elected and is employed as the current Hennepin County Attorney.
4. Defendant David Hough (“Hough”) is a natural person residing in Hennepin County, Minnesota. At all relevant times, Hough served as Hennepin County Administrator.

5. Defendant County of Hennepin (“Defendant Hennepin County”) is a duly organized political subdivision of the State of Minnesota and is a county within the State of Minnesota. At all relevant times, the County acted through its agents, including but not limited to Freeman and Hough.

VENUE AND JURISDICTION

6. Venue and jurisdiction in the County of Hennepin, State of Minnesota, are proper under Minn. Stat. § 542.09 because Defendants reside in Hennepin County and this case arises out of Defendants’ conduct in Hennepin County.

FACTUAL BACKGROUND

Sweasy’s Career with Defendant Hennepin County

7. Sweasy began her employment with the HCAO as a prosecutor in 1995. She spent more than a decade as a line prosecutor.

8. Sweasy built a record of competence and success, garnering recognition both within and outside the County.

9. Sweasy advanced through the ranks to prosecute and supervise Hennepin County’s most complicated and serious prosecutions and led numerous teams of attorneys.

10. During her time at HCAO, Sweasy developed recognition as an expert in the area of police use of deadly force (“UDF”). As the attorney with the most experience on UDF cases, Sweasy authored the office’s UDF protocol, which the HCAO and Freeman publicized and proudly promoted.

11. In 2019, Sweasy was promoted to the role of Managing County Attorney.

Sweasy Reports Sexist and Offensive Comments by Freeman

12. In or about June 2019, Freeman commented on Sweasy's business casual outfit, stating, "That's some outfit. Does your husband know you dress like that?"

13. In or about June 2019, Sweasy was in a meeting with Freeman and Senior Assistant County Attorney Patrick Lofton ("Lofton"). During this meeting, Freeman ridiculed another female county attorney and stated that she had the "judgment of a toad." Freeman then said, apparently referring to himself and Lofton, "big white boys like us aren't going to be ruling the world anymore," and "we already had to let the white girls in because . . . we need someone to keep our feet warm at night."

14. Sweasy reported these sexist and discriminatory remarks by Freeman to then Deputy County Attorney (Criminal) David Brown ("Brown") and Deputy County Attorney (Civil) Lolita Ulloa ("Ulloa") in or about July 2019.

15. In addition to inappropriate discriminatory remarks, Freeman showed bias by removing female managers in the HCAO and replacing them with male managers.

16. In a one-on-one meeting on June 2, 2020, Sweasy reported Freeman's sexist and discriminatory conduct to the Chief Criminal Deputy County Attorney, and Sweasy's immediate supervisor during this timeframe.

17. Throughout 2020 and into 2021, Sweasy reported Freeman's sexist and discriminatory remarks to the Chief Criminal Deputy County Attorney and another Managing Attorney.

18. Sweasy made these reports, because the conduct at issue is unlawful, unprofessional, and created a hostile and uncomfortable work environment for those being subjected to Freeman's comments and conduct at the HCAO.

19. Sometime between June 2-4, 2020, the Chief Criminal Deputy County Attorney told Freeman that Sweasy had reported his sexist conduct to him.

20. In or around this time period, Sweasy also raised ethical concerns with Freeman regarding the charging in a case; as a result, she withdrew from the case.

21. After hearing Sweasy's reasons for withdrawal and being informed that she had reported his sexist and discriminatory comments, Freeman threatened Sweasy by stating, "I'm worried about your career now."

22. After June 4, 2020, Sweasy began experiencing a variety of retaliatory conduct by Defendant Hennepin County by and through Freeman.

23. The damage to Sweasy's career began to reveal itself almost immediately. For example, a series of UDF cases arose that were properly directed to Sweasy, consistent with the historic scope of her responsibilities. But in each instance, Freeman directly intervened to divert the work away from Sweasy in retaliation.

24. In July 2020, Sweasy called the BCA to discuss another potential case that would customarily have been assigned to her. On that call, Sweasy learned that, a couple of days earlier, the Chief Criminal Deputy County Attorney had intervened and told the BCA to stop calling Sweasy when UDF cases (her specialty) arose.

25. Shortly thereafter, Sweasy learned from another HCAO Manager that she was to be taken off all future UDF cases and that she was no longer in line to succeed him in that specific Manager position.

26. Sweasy met with Daniel Mabley, (“Mabley”), the Chief Criminal Deputy County Attorney for Defendant Hennepin County (and former Chief Judge of the Hennepin County District Court) and then-Managing Assistant County Attorney Jean Burdorf in August 2021 to discuss the vindictive and retaliatory conduct she was experiencing from Freeman.

27. By August 2021, Sweasy had spent more than a year raising the alarm about the retaliatory treatment she was receiving. Getting no help or relief, Sweasy filed a Charge of Discrimination against Hennepin County and Freeman with the Minnesota Department of Human Rights.

Settlement of Sweasy’s 2021 Claims

28. Integral to any resolution of her Charge of Discrimination Sweasy demanded that her career at HCAO, which had been derailed by Freeman’s malicious and persistent pattern of retaliation, continue without Freeman’s interference and continued retaliation.

29. Sweasy believed that she could not succeed in her career at the HCAO if Freeman continued to retaliate against her.

30. In December 2021 and January 2022, Sweasy, Freeman, and Defendant Hennepin County’s agent, Hough, attended a mediation to explore resolution and release of existing claims.

31. Ultimately, the settlement negotiated among Sweasy, Freeman, and Hennepin County—which was memorialized in that certain Settlement Agreement dated April 19, 2022 (the

“Settlement Agreement”)— promised certain benefits to Sweasy in consideration for her release of her claims. (See attached Settlement Agreement at Ex. A).

32. *First*, Sweasy would receive a promotion to the job classification “Principal Attorney,” a position with a corresponding County Job Class Specification that entailed senior management responsibilities and various protections against demotion or termination.

33. The “Principal Attorney” role in the HCAO was historically prestigious and rare.

34. At the time Sweasy contracted to receive it in consideration for settling her claims, there were very few Principal Attorneys in any of the departments in which Hennepin County employs attorneys.

35. At the time the subject Settlement Agreement was negotiated, there were not any “Principal Attorneys” in the management ranks of the HCAO.

36. *Second*, under the Settlement Agreement, Defendant Hennepin County agreed to establish a Complex Prosecutions Unit (the “CPU”) that would handle complex and significant investigations and prosecutions, including homicides, child and domestic abuse, sexual assault, cold hit cases, and matters relating to career offenders, as assigned by Mabley. Defendants Hennepin County and Freeman agreed to appoint Sweasy to head the CPU.

37. Under the terms of the Settlement Agreement, Defendant Hennepin County agreed the CPU would be presented to and serve as a resource to police departments for investigation and coordination on complex cases (excluding UDF cases) before the cases are submitted for charging. Defendants further agreed that the CPU would also assist police departments with specific requests relating to prosecution, investigation and reform, such as the Minneapolis Police Department no-knock warrant reform then underway, as supervised and directed by Mabley.

38. *Third*, under this Settlement Agreement, Defendant Hennepin County agreed that all matters would be assigned to the CPU by Mabley and under Mabley's direction without Freeman's involvement or interference. Defendant Hennepin County agreed that Freeman would not be allowed to interfere with Mabley's staffing decisions related to CPU.

39. *Fourth*, Sweasy would "report exclusively to and be subject to the direction of" Mabley—not Freeman. Under the Settlement Agreement, Mabley alone would make staffing decisions relating to the CPU, and the Settlement Agreement specifically provided that Freeman would "not interfere." Under the Settlement Agreement, Defendant Hennepin County agreed that it would prohibit Freeman from meeting with Sweasy alone.

40. *Fifth*, the Settlement Agreement formalized Sweasy's role managing Hennepin County's grand jury proceedings.

41. *Sixth*, Defendant Hennepin County agreed to provide monetary compensation for the harm endured by Sweasy because of its and Freeman's actions before April 19, 2022, including additional Paid Time Off ("PTO").

42. The purpose of the Settlement Agreement's terms and concessions was to allow Sweasy to run the CPU under Mabley's supervision without Freeman's retaliatory disruptions.

43. In exchange for the consideration she received, Sweasy agreed to dismiss any and all claims against Defendant Hennepin County and Freeman that existed as of the execution of the Settlement Agreement.

44. Defendant Hennepin County, Freeman, and Sweasy signed the Settlement Agreement on April 19, 2022.

False Representations, Fraudulent Omissions, and Bad-Faith Negotiations

45. When Sweasy entered into the Settlement Agreement, she believed Defendants Hennepin County's and Freeman's promises were made in good faith and that the contractual obligations would be performed.

46. Hough himself had boasted the rarity of the "Principal Attorney" position in Hennepin County and the benefit this change in title would confer on Sweasy.

47. Unbeknownst to Sweasy, however, Freeman and Defendant Hennepin County had intentionally misrepresented and omitted material facts related to the non-monetary terms of the Settlement Agreement to induce Sweasy to drop her claims.

48. Even as the negotiations were ongoing, Defendants concealed their expressed intent to nullify and deprive Sweasy of the benefits of the Settlement Agreement.

49. During the mediation and settlement negotiations, Hough advised Mabley that he and Freeman had decided to "bump everyone up" to the position of "Principal Attorney" with the intent to devalue and dilute the distinction Sweasy believed she was getting in the Settlement Agreement.

50. Defendant Hennepin County and Freeman purposely withheld the information about the existing intentions to alter the other Managing Attorneys' titles with the purpose of misleading and defrauding Sweasy.

51. Freeman likewise concealed from Sweasy his existing intent to continue interfering with Sweasy's work, defaming her within and outside the HCAO, and making direct efforts to sabotage the CPU and her work with the grand jury. Sweasy was not apprised of this.

52. If Sweasy had known of the decision that had been made to dilute the significance of the “Principal Attorney” classification she had bargained for, or if she had known of the then-existing intentions of Defendants to ensure that her new position was not a distinction among her peers, she would not have been induced to enter into an agreement with Defendant Hennepin County and Freeman at the mediation.

53. If Sweasy had known of the then-existing intentions of Freeman to interfere with Sweasy’s work, the CPU, her work with the grand jury, and her ability to establish success in her new role before any new County Attorney came into office, she would not have been induced to enter into an agreement with Defendant Hennepin County and Freeman at the mediation.

Post-Settlement Misconduct and Breaches of the Settlement Agreement

54. The following Monday, April 25, 2022, the creation of the CPU was announced to the office in an email.

55. As soon as the announcement was made, Freeman began mocking Sweasy and her new job to Managers and others in the office.

56. Freeman told HCAO staff that Sweasy’s job was “not real” and that “they just needed a place to put her until the end of the year.”

57. This was the beginning of Freeman’s misinformation and strong-arming campaign to discourage HCAO attorneys from wanting to work in the CPU or with Sweasy.

58. Freeman’s efforts to minimize the role of the CPU and Sweasy’s leadership of it were malicious, retaliatory, spiteful, and calculated attempts to harm Sweasy’s reputation.

59. Freeman gloated that he had already decided that all HCAO managers would soon be made “Principal Attorneys” at his direction.

60. Sweasy learned of Freeman's comments and retaliatory intentions almost immediately.

61. Even though Freeman had made malicious statements to and about her in the past, Sweasy doubted that Defendant Hennepin County would sign off on such a scheme that directly contradicted the stated objectives of the Settlement Agreement, demonstrated bad-faith conduct and dealing in reaching the Settlement Agreement, and further demonstrated the fraudulent nature of the representations and inducements made just a few days earlier.

62. Over subsequent days, Sweasy was reassured by others within the HCAO that Freeman was lying or misinformed, and the job for which she had bargained was indeed "real."

63. But, on May 19, 2022—one month after the Settlement Agreement was executed—Freeman sent the following announcement to the other six Managing Attorneys in the HCAO advising them of their promotion and re-classification as "Principal Attorneys:"

Friends, As I have discussed with each of you in the recent past, this is to formally announce to you and the office that you have been reclassified as a Principal Attorney from your previous position as a Managing attorney. This will not mean an increase in pay but an acknowledgment that your long service here and commitment to the office should be reflected in this classification. Congratulations. Contact me if there are any questions. Mike

64. None of the six Managing Attorneys who received the re-classification on May 19, 2022, had asked for that promotion.

65. Freeman had not talked to the six Managing Attorneys about the re-classification before sending the May 19, 2022, email announcement.

66. As a result of Defendant Hennepin County's and Freeman's actions, after May 19, 2022, being a Principal Attorney in the HCAO conferred no distinction within the office at all.

67. Defendant Hennepin County and Freeman made the promotion decision to further retaliate and punish Sweasy for having reported and revealed the discriminatory conduct present within HCAO.

68. But the retaliation and blatant breaches of the Settlement Agreement did not stop there.

69. Freeman had direct conversations with HCAO attorneys in which he stated that certain attorneys should not apply for the CPU and that there would be negative repercussions for doing so.

70. Freeman also discouraged staff from applying by telling them the CPU would be disbanded at the end of his term, even though the Settlement Agreement gives the Hennepin County Attorney no authority over Sweasy or the Unit after his term ends in January 2023.

71. On May 19, 2022, a Senior Attorney told Sweasy that he wanted to apply for the CPU, but he “kn[ew] how Mike Freeman fe[lt] about it,” and feared retaliation or an involuntary transfer if he submitted an application to be part of the CPU.

72. On May 23, 2022, Mabley and Sweasy reviewed the list of people who had applied for the CPU and noted the relative lack of senior attorney applicants.

73. In contravention of the Settlement Agreement, Freeman had already instructed Mabley who Freeman thought should and could be part of the CPU. For example, Freeman specifically indicated he did not want Lofton on the CPU team.

74. Freeman also expressed to Mabley that he was not happy with the Settlement Agreement obligations.

75. Freeman also told Mabley that he did not want Mabley to execute or perform the Settlement Agreement terms.

76. At various times beginning in April 2022, Sweasy reported to Mabley that Defendant Hennepin County and Freeman were breaching the Settlement Agreement.

77. Mabley shared with Sweasy that Freeman continued to express anger to him about the prior Charge of Discrimination Sweasy had filed and the fact that it had gone public.

78. Sweasy and Mabley discussed that people were dissuaded from applying for the CPU because of Freeman's comments regarding the CPU and Sweasy.

79. By June 6, 2022, Mabley and Sweasy had finished interviews and picked the CPU team.

80. One of the attorneys ultimately selected for the CPU team had been warned by his supervisor, at another Manager's and Freeman's direction, that if that attorney applied for the CPU (i) nothing was guaranteed regarding the future of the CPU, and (ii) he should consider *that* if he is offered a spot on it.

81. At Freeman's direction, that same Manager approached that attorney personally and informed him he would not be promoted if he took a spot on Sweasy's team.

82. Freeman's vindictive and punitive actions spread to other departments as well.

83. As Sweasy continued planning and managing the formation of the CPU, she worked internally to set up victim services for the CPU. Defendant Hennepin County's Manager of Victim Services advised Sweasy she would not work with her on this CPU-related request because of Sweasy's prior Charge of Discrimination and the Settlement Agreement.

84. Sweasy had never had a Manager, or any other employee, at HCAO refuse to work with her before this.

85. Sweasy reported this situation to Mabley, noting that such conduct violated the Respectful Workplace policy among other things. Mabley acknowledged that such defiance and adverse conduct was unusual.

86. On June 9, 2022, Mabley announced the composition of the new CPU to the HCAO.

87. On June 14, 2022, the draft grand jury protocol prepared by Sweasy at Mabley's direction was circulated to all criminal attorneys in HCAO.

88. Between June 14 and 22, 2022, Freeman and other Managers and attorneys discussed ways to block adoption of the grand jury protocol proposed by Sweasy. During this timeframe, meetings were scheduled with other HCAO criminal attorneys at Freeman's direction and approval regarding attorneys' rejecting the grand jury protocol prepared by Sweasy.

89. By mid-June 2022, it became further apparent that, in contravention of the Settlement Agreement, Freeman was impacting the case referrals to CPU.

90. With Freeman's knowledge, direction, and approval, an HCAO attorney who had case-screening responsibilities was told to stop referring cases to CPU, and she did.

91. HCAO attorneys were further instructed and discouraged from talking to Sweasy (or Lofton on her team).

92. One HCAO attorney informed Sweasy that she only felt comfortable calling one of the CPU attorneys on the phone, because she should not be seen talking to him.

93. In July 2022, in consultation with Freeman and with his approval, a Manager and other attorneys lodged vehement objections to the draft grand jury protocols.

94. In August 2022, at the direction and with the knowledge of Freeman, a legal secretary advised other HCAO criminal attorneys that they have to get approval from another Manager—not Sweasy— before scheduling a case at the grand jury.

95. On August 10, 2022, Freeman instructed Mabley to “table” Sweasy’s grand jury role.

96. On August 18, 2022, a Manager relayed to Sweasy that, in June 2022 before the CPU was up and running, Freeman had directed him to identify a list of cases to be assigned to the CPU and was involved in selecting which cases would be assigned to the CPU.

97. Under the Settlement Agreement, neither Freeman nor any attorney other than Mabley had any authority to screen or assign cases to the CPU.

98. In September 2022, the Manager of Victim Services continued to refuse to work directly with Sweasy on CPU issues and refused to speak to her in person or over the phone.

99. Consistent with the terms of the Settlement Agreement, Sweasy has tried to promote the CPU as a resource to the community. This too has been met with opposition and subterfuge by Defendant Hennepin County and Freeman.

100. For example, on September 22, 2022, Sweasy was invited to the Operation Endeavor Launch hosted by Minneapolis Mayor Jacob Frey and Minneapolis Community Safety Commissioner Cedric Alexander. Sweasy spoke to the Minneapolis Police Department Chief and the Minneapolis Mayor at the event about the resources the CPU could offer to the Operation Endeavor team. Following this meeting, the CPU started to receive various drug and homicide cases from the Operation Endeavor initiative.

101. On October 19, 2022, Freeman met with another HCAO Manager and instructed him that, going forward, no Operation Endeavor cases would go directly to the CPU. Instead, he instructed that any cases from Operation Endeavor had to go to a Manager other than Sweasy, who would then be consulted about the possibility of the referrals to CPU.

102. Mabley was not consulted or part of the decision to obstruct the referral of cases from Operation Endeavor to the CPU. Instead, in contravention of the Settlement Agreement, Freeman intervened and intercepted the management of these CPU cases.

103. In October 2022, a lawyer within HCAO approached Sweasy about a case that could be and would be appropriately handled together with the CPU. The lawyer later advised Sweasy that she was concerned about working with Sweasy and the CPU because there would be “blowback and issues” to her if she worked with the CPU on the case.

104. On October 26, 2022, Sweasy informed Mabley that Freeman was manipulating what cases were assigned to CPU and interfering with Sweasy’s efforts to coordinate CPU with Operation Endeavor in violation of the terms of the Settlement Agreement. She also reported to Mabley that another attorney reported fear of retaliation if she worked with Sweasy on a new case.

105. Since April 19, 2022, Freeman has directly and indirectly threatened other members of the HCAO with retaliation if they support, talk to, and help Sweasy and her efforts to make the CPU successful.

106. It has been Defendant Hennepin County, Freeman, and Hough’s intention both before and after execution of the Settlement Agreement to ensure Sweasy’s failure in building the CPU before any new County Attorney is elected, so that Sweasy will lose her leadership position and the CPU will be terminated.

107. As Sweasy has learned of the flagrant breaches of the Settlement Agreement and intentional interference of the Settlement Agreement, she has informed Defendant Hennepin County of such through her communications with Mabley and others. Sweasy has also discussed with Mabley and others the various types of retaliation she has experienced since April 19, 2022.

108. Since April 19, 2022, Hennepin County and its agents, as well as Freeman individually, have breached the terms of the Settlement Agreement and persisted with additional retaliation against Sweasy because of her prior reports of discriminatory behavior, tortious interference of the Settlement Agreement, and her reporting of breaches of the contractual obligations.

109. Although Mabley has attempted to intervene in Defendants' misconduct, Mabley has been unable to prevent Defendant Hennepin County, or its chief agent Freeman, from retaliating against Sweasy or interfering with her work.

110. At all relevant times, Defendant Hennepin County has been aware of Sweasy's reports of Freeman's misconduct and related contractual breaches.

111. Defendant Hennepin County has perpetrated and condoned the misconduct and almost-daily retaliation against Sweasy to continue since April 19, 2022.

112. Defendant Hennepin County's continued retaliation against Plaintiff is extraordinary, precisely because of the form it takes: namely, a persistent effort by an elected prosecutor to undermine prosecution of serious, complex felonies in a county beset by rising crime.

113. Defendant Hennepin County is directly and vicariously liable for its and its agents' misconduct, contractual breaches, and violations of law.

114. To the extent that Freeman acted outside the scope of his employment or without apparent authority in his role as Hennepin County Attorney, Freeman bears personal and individual liability for the claims asserted against him.

115. To extent that Hough acted outside the scope of his employment or without apparent authority in his role as Hennepin County Administrator, Hough bears personal and individual liability for the claims asserted against him.

COUNT I
Breach of Contract
(Against Defendants Freeman and Hennepin County)

116. Plaintiff re-alleges and incorporates each of the preceding paragraphs as if fully set forth herein.

117. The Settlement Agreement is a valid contract containing binding obligations on Sweasy, Hennepin County, and Freeman.

118. Although fraudulently induced, the Settlement Agreement is not void—but voidable at Sweasy’s option.

119. Sweasy has performed all of her obligations under the Settlement Agreement.

120. Defendant Hennepin County materially breached the Settlement Agreement by diluting, diminishing, and interfering with Sweasy’s Principal Attorney classification.

121. Freeman materially breached the Settlement Agreement by diluting, diminishing, and interfering with Sweasy’s Principal Attorney classification.

122. Defendant Hennepin County materially breached the Settlement Agreement by interfering with the creation, staffing, screening of cases, and operation of the CPU.

123. Freeman materially breached the Settlement Agreement by interfering with the creation, staffing, screening of cases, and operation of the CPU.

124. Defendant Hennepin County has failed to pay Sweasy 160 hours of PTO as required by the Settlement Agreement and has breached the Settlement Agreement in this regard also.

125. Both Freeman and Defendant Hennepin County have breached the Settlement Agreement, causing Sweasy damages and the loss of the benefits that were to be conferred as part of the Settlement Agreement.

126. As a result of the contractual breaches, Sweasy is entitled to damages in excess of \$50,000, as well as specific performance of various non-monetary terms in the Settlement Agreement.

COUNT II

Tortious Interference of Contract between Sweasy and Defendant Hennepin County (Against Defendants Freeman and Hough individually)

127. Plaintiff re-alleges and incorporates each of the preceding paragraphs as if fully set forth herein.

128. Sweasy entered into a contractual relationship with Defendant Hennepin County with the Settlement Agreement. That agreement governed Sweasy's job title, pay, supervision, and responsibilities going forward in her employment relationship with Defendant Hennepin County.

129. Under the Settlement Agreement, Defendant Hennepin County agreed to re-classify Sweasy as a "Principal Attorney" as outlined in the County's Job Class Specification system.

130. Under the Settlement Agreement, Defendant Hennepin County agreed to allow Sweasy to continue managing the Hennepin County Grand Jury, serve as a Brady manager, and perform select teaching and training.

131. Under the Settlement Agreement, Defendant Hennepin County agreed to establish the “CPU” to handle complex and significant investigations and prosecutions, including homicides, child and domestic abuse, sexual assault, cold hit cases, and matters relating to career offenders, as assigned by Mabley.

132. Under this Settlement Agreement, Defendant Hennepin County agreed the CPU would be presented to and serve as a resource to police departments for investigation and coordination on complex cases (excluding police use of force cases) before the cases are submitted for charging. Defendant Hennepin County further agreed that the CPU would also assist police departments with specific requests relating to prosecution, investigation and reform, such as the Minneapolis Police Department no-knock warrant reform then underway, as supervised and directed by Mabley.

133. Under this Settlement Agreement, Defendant Hennepin County agreed that all matters would be assigned to the CPU by Mabley and under Mabley’s direction without Freeman’s involvement or interference.

134. Under the Settlement Agreement, Defendant Hennepin County agreed that Freeman would not be allowed to interfere with Mabley’s staffing decisions related to CPU.

135. Under the Settlement Agreement, Defendant Hennepin County agreed that Freeman would no longer supervise Sweasy and that Sweasy would report exclusively to Mabley and be subject to his supervision and direction.

136. Freeman knew about Defendant Hennepin County's contractual relationship with Sweasy.

137. Freeman, in his individual capacity, took affirmative and intentional steps to procure the breach of Defendant Hennepin County's Settlement Agreement with Sweasy by choosing to reclassify the other Managing attorneys to become "Principal Attorneys," directing other HCAO attorneys not to apply for the CPU team, directing other HCAO attorneys not to accept a spot on the CPU team, threatening other HCAO attorneys that choosing to participate in the CPU would adversely affect their own future careers, interfering with the operations of the CPU, diverting and controlling which cases were referred to CPU, excluding Mabley from CPU decisions, and directing Mabley not to enforce the terms of the Settlement Agreement and to minimize Sweasy's role.

138. Hough, in his individual capacity, took affirmative and intentional steps to procure the breach of Defendant Hennepin County's Settlement Agreement with Sweasy by facilitating the reclassification of other Managing attorneys to "Principal Attorneys."

139. In approximately August 2022, Freeman also took steps to intentionally interfere with and procure the breach of Defendant Hennepin County's contractual obligation related to Sweasy's management of grand jury proceedings. Freeman, and others at his direction, actively directed individual prosecutors not to meet with or consult Sweasy regarding indictments sought.

140. Not only has Freeman's tortious conduct interfered with Sweasy's and Defendant Hennepin County's contract, but it has also needlessly disarrayed the functioning of the grand jury and interfered with the administration of justice in the office's most serious cases.

141. There was no justification for Freeman's intentional interference with Sweasy's rights and the contractual obligations between her and Defendant Hennepin County.

142. Freeman acted out of actual malice, hostility, bad faith and intent to harm Sweasy.

143. Freeman's intentional interference with contractual obligations between Defendant Hennepin County and Sweasy was either tortious conduct committed in his individual capacity OR it was conduct in his capacity as an agent for Defendant Hennepin County, but which was outside the scope of his duties given that such conduct was against the interests of Defendant Hennepin County.

144. As a result of Freeman's tortious interference with Defendant Hennepin County's performance of the Settlement Agreement, Sweasy has suffered emotional distress, lost professional opportunity, damage to reputation, and lost future earnings in an amount in excess of \$50,000.

145. Hough also knew about Defendant Hennepin County's contractual relationship with Sweasy.

146. Hough, in his individual capacity, took affirmative and intentional steps to procure the breach of Defendant Hennepin County's Settlement Agreement with Sweasy by facilitating the reclassification of other HCAO Managing attorneys as "Principal Attorneys" without any justification or proper procedure, but for the purpose of denying Sweasy the benefits Hough understood were part of Defendant Hennepin County's obligations to deliver.

147. There was no justification for Hough's intentional interference with Sweasy's rights and the contractual obligations between her and Defendant Hennepin County.

148. Hough acted out of actual malice, hostility, bad faith, and intent to harm Sweasy.

149. Hough's intentional interference with contractual obligations between Defendant Hennepin County and Sweasy was either tortious conduct committed in his individual capacity OR it was conduct in his capacity as an agent for Defendant Hennepin County, but which was outside the scope of his duties given that such conduct was against the interests of Defendant Hennepin County.

150. As a result of Hough's tortious interference with Defendant Hennepin County's performance of the Settlement Agreement, Sweasy has suffered emotional distress, lost professional opportunity, damage to reputation, lost future earnings, and incurred legal expense that is recoverable—all damages that exceed \$50,000.

COUNTS III AND IV

**Fraud and Fraud in the Inducement by Omission
(Against Defendants Hennepin County and Freeman)**

151. Plaintiff re-alleges and incorporates each of the preceding paragraphs as if fully set forth herein.

152. On April 19, 2022, the parties entered into the Settlement Agreement, which made several representations regarding what Defendant Hennepin County and Freeman committed to doing and how they intended to support Sweasy's new role within HCAO leading a new prosecutorial unit.

153. The Settlement Agreement purported to dispose of "any and all claims" by Sweasy against Defendants Hennepin County and Freeman that had accrued through the date of such Settlement Agreement.

154. In consideration for Sweasy's release of claims, Defendant Hennepin County and Freeman represented their existing material commitment and intentions that, *inter alia*, Sweasy

would (i) be reclassified as a Principal Attorney, (ii) manage the Hennepin County Grand Jury, (iii) be subject exclusively to the direction and supervision of Mabley, (iv) head a newly established CPU in which her HCAO peers would have an opportunity to participate, and would not (v) be negatively impacted by any the involvement, disparagement, or interference of Freeman in the operations of the CPU.

155. But Defendant Hennepin County's and Freeman's aforementioned representations regarding the existing material facts of their commitments and intentions were false.

156. Defendant Hennepin County and Freeman knew their material representations were false when they made them.

157. Defendant Hennepin County and Freeman made the false representations with the express purpose of inducing Sweasy to release her claims of discrimination and reprisal.

158. Sweasy reasonably relied on Defendant Hennepin County and Freeman's verbal and written representations (which were false) to her detriment.

159. In addition, while negotiating the Settlement Agreement, Defendant Hennepin County and Freeman knowingly and intentionally concealed material facts from Sweasy including: (i) their decision to re-classify and promote all Managing Attorneys into the "Principal Attorney" position, (ii) the immediate impact and dilution of Sweasy's "Principal Attorney" classification, (iii) their existing intention to interfere with the staffing and operations of the CPU; and (iv) their existing intention to interfere with Sweasy's management of grand jury proceedings.

160. In addition, while negotiating the Settlement Agreement, Defendant Hennepin County knowingly and intentionally concealed from Sweasy and the mediator its then-existing intention to allow Freeman to interfere with the staffing and operations of the CPU.

161. The omitted information was material and would have influenced Sweasy's judgment or decision had she known about it.

162. Defendant Hennepin County and Freeman had a legal and/or equitable obligation to communicate the above material information to Sweasy.

163. Defendant Hennepin County and Freeman purposely withheld the material information about their decision to alter the other Managing Attorneys' titles with the purpose of misleading and defrauding Sweasy.

164. Defendant Hennepin County and Freeman knew that Sweasy was relying on the non-existence of the omitted information in agreeing to sign the Settlement Agreement.

165. Freeman likewise concealed from Sweasy his existing intent to continue interfering with Sweasy's work, defaming her within and outside the HCAO, and making direct efforts to sabotage the CPU and her work with the grand jury. Sweasy was not apprised of this.

166. If Sweasy had known of the then-existing intentions and commitment of Defendants to ensure that her new position was not a distinction among her peers, she would not have been induced to enter into an agreement with Defendant Hennepin County and Freeman at the mediation.

167. If Sweasy had known of the then-existing intentions of Freeman to interfere with Sweasy's work, the CPU, her work with the grand jury, and her ability to establish success in her new role before any new County Attorney came into office, she would not have been induced to enter into an agreement with Defendant Hennepin County and Freeman at the mediation.

168. Had Sweasy known any or all of these material facts, she never would have executed the Settlement Agreement or agreed to release her claims.

169. Defendant Hennepin County and Freeman intentionally concealed the foregoing material facts for the purpose of and with the intention of inducing Sweasy to rely on the misleading state of affairs their concealment effected.

170. In particular, Defendant Hennepin County and Freeman knew that Sweasy understood, and they intended for Sweasy to rely on the understanding, that the “Principal Attorney” classification for which she had contracted would retain the prestige and significance historically associated with the “Principal Attorney” job title and the parameters associated with it under the County’s Job Class Specification criteria.

171. Defendant Hennepin County and Freeman also knew that Sweasy understood, and they intended for Sweasy to rely on the understanding, that the CPU would receive staffing and resources commensurate with its “Complex Prosecution” designation and consistent with the resources afforded to similar prosecution units.

172. Defendant Hennepin County and Freeman knew that Sweasy understood, and they intended for Sweasy to rely on the understanding, that no continued retaliatory actions would be undertaken, by Freeman or anyone else, to sabotage the staffing or efficacy of the CPU.

173. Defendant Hennepin County and Freeman knew that Sweasy understood, and they intended for Sweasy to rely on the understanding, that she would report exclusively to Mabley, and that Freeman would not exercise further influence over her work environment or advancement.

174. Sweasy did in fact rely on the foregoing understandings, and her reliance was reasonable.

175. Defendant Hennepin County had never before taken steps to dilute, diminish, deviate from, or materially alter the status afforded to a designated job classification under the County's Job Class Specification criteria.

176. Moreover, Sweasy reasonably relied on her understanding that Defendant Hennepin County, which was experiencing a historic crime spike, would not actively sabotage and undermine a Complex Prosecution Unit designed to keep county residents safe and enforce the law.

177. Sweasy reasonably relied on her understanding that her new agreed-to supervisor, Mabley—not her former supervisor, Freeman—would assess and determine her career prospects on behalf of Defendant Hennepin County.

178. Sweasy incurred damages as a result of Defendants' fraud, fraud by omission, and fraudulent inducement.

179. Sweasy's damages as to each count based in fraud are each in excess of \$50,000.

COUNT V

Violation of Minnesota Whistleblower Act—Minn. Stat. § 181.932 (Against Defendant Hennepin County)

180. Plaintiff re-alleges and incorporates each of the preceding paragraphs as if fully set forth herein.

181. The Minnesota Whistleblower Act ("MWA") prohibits, among other things, retaliation against employees for making good-faith reports of violations of law. Minn. Stat. §181.932, subd. 1 provides: "An employer shall not discharge, threaten . . . or penalize an employee regarding the employee's compensation, terms, conditions, location, or privileges of

employment because: (1) the employee . . . in good faith, reports a violation or suspected violation of any federal or state law or rule adopted pursuant to law. to an employer[.]”

182. The MWA prohibits retaliation against employees for making good-faith reports of violations of law.

183. Sweasy made reports of unlawful conduct to Defendant Hennepin County regarding conduct of Freeman in 2019, 2020, 2021, and 2022. Her reports in 2022 included reports of Defendant Hennepin County’s unlawful breaches of the Settlement Agreement.

184. Each of Sweasy’s reports of unlawful conduct is considered statutorily protected conduct.

185. In response to those reports, Defendant Hennepin County and its agent, Freeman, became angry, spiteful, and vindictive.

186. Since April 19, 2022, Defendant Hennepin County has violated the MWA by retaliating against and punishing Sweasy, altering the terms and conditions of her employment, diverting cases that were supposed to come to her and her CPU group, degrading and disparaging her to her peers and other Managers, imposing conditions on the management and operations of CPU to cause it not to succeed, limiting and discouraging peers and other HCAO employees from working with her, devaluing and undermining her role in the HCAO, and purposefully eliminating professional opportunities and responsibilities in an effort to minimize and eliminate Sweasy’s role because Sweasy engaged in protected activity of reporting unlawful conduct to her employer.

187. As a result of Sweasy’s whistleblowing efforts, she has suffered significant emotional distress and damage to her reputation and career prospects since April 19, 2022, for

which she is entitled to recovery. She has also incurred legal expense in bringing this claim to light and seeking redress.

188. The aforementioned damages caused by Defendant Hennepin County exceed \$50,000.

COUNT VI
Civil Conspiracy
(Against Hough and Freeman)

189. Plaintiff re-alleges and incorporates each of the preceding paragraphs as if fully set forth herein.

190. Hough, in his individual capacity, worked together with Defendants Hennepin County and Freeman to defraud Sweasy.

191. Freeman, in his individual capacity, worked together with Defendant Hennepin County and Hough to defraud Sweasy.

192. And to the extent that either Hough or Freeman were acting in their official capacities as Defendant Hennepin County, then Defendant Hennepin County conspired to defraud Sweasy.

193. Prior to execution of the Settlement Agreement, Hough and Freeman discussed their present intentions and beliefs that the negotiated consideration in the Settlement Agreement did not exist.

194. Hough, Freeman, and Defendant Hennepin County conspired to omit facts that they both knew were material to Sweasy's decision to enter into the Settlement Agreement.

195. Freeman at all times knew that Defendant Hennepin County and Hough had a plan and scheme to cause Sweasy to rely on (i) representations and stated intentions related to the

Settlement Agreement and her continued employment with Defendant Hennepin County that were untrue and false representations, (ii) the non-existence of omitted material facts that would have affected her judgment and ability to assess the benefits of entering into the Settlement Agreement

196. Hough at all times knew that Defendant Hennepin County and Freeman had a plan and scheme to cause Sweasy to rely on (i) representations and stated intentions related to the Settlement Agreement and her continued employment with Defendant Hennepin County that were untrue and false representations, (ii) the non-existence of omitted material facts that would have affected her judgment and ability to assess the benefits of entering into the Settlement Agreement

197. Freeman, acted in concert with and conspired with Hough to intentionally and tortiously interfere with Defendant Hennepin County's contractual obligations to Sweasy.

198. Hough also acted in concert with and conspired with Freeman to intentionally interfere with Defendant Hennepin County's contractual obligations to Sweasy.

199. Freeman also acted in concert with and conspired with Defendant Hennepin County to violate the Minnesota Whistleblower Act, Minn. Stat. § 181.932 and take retaliatory measures against Sweasy.

200. Defendants knew of the existence of each other's roles in the conspiracy and the unlawful means by which they intended to accomplish it.

201. As a direct and proximate result of Freeman and Hough's civil conspiracy, Sweasy suffered emotional distress, damage to her reputation, and lost professional opportunities in an amount in excess of \$50,000.

COUNT VII
Breach of the Implied Duty of Good Faith and Fair Dealing
(Against Defendants Hennepin County and Freeman)

202. Plaintiff re-alleges and incorporates each of the preceding paragraphs as if fully set forth herein.

203. The Settlement Agreement included an implied duty of good faith and fair dealing as a matter of law.

204. The implied duty of good faith and fair dealing required Defendants to conduct themselves honestly, fairly and in good faith, so as not to destroy Sweasy's right to receive the benefit of her bargain.

205. Defendant Hennepin County and Freeman breached their duties of good faith and fair dealing when they intentionally diluted, diminished, materially altered, and devalued Sweasy's Principal Attorney classification.

206. Defendant Hennepin County and Freeman further breached their duties of good faith and fair dealing by interfering with and attempting to sabotage the operations of the CPU at several levels.

207. Defendant Hennepin County and Freeman further breached their duties of good faith and fair dealing by taking steps to deny Sweasy the opportunity to develop and grow the CPU before a new county attorney takes office.

208. It was Defendant Hennepin County's and Freeman's intention that Sweasy be encumbered and prevented from developing the CPU that would merit a recommendation that it continue under the new county attorney.

209. It was Defendant Hennepin County's and Freeman's ulterior motive to breach their duties of good faith and fair dealing to cause Sweasy distress, dissatisfaction, dejection, and harm to her career.

210. In addition, Freeman unjustifiably hindered Defendant Hennepin County's performance of its contractual obligations under the Settlement Agreement and breached his implied duty of good faith and fair dealing. As a result of Defendant Hennepin County's and Freeman's breaches of their duties of good faith and fair dealing, Sweasy has been damaged in an amount in excess of \$50,000.

WHEREFORE, Plaintiff respectfully requests the Court enter an order granting the following relief:

- a. Judgment against Defendants Hennepin County and Freeman individually for breach of contract in an amount to be proven at trial;
- b. Judgment against Defendants Freeman and Hough individually for tortious interference of contractual relations in an amount to be proven at trial, plus treble damages and recovery of reasonable attorneys' fees and costs;
- c. Judgment against Defendant Hennepin County and Freeman for fraud and fraudulent in the inducement by omission in an amount to be proven at trial;
- d. Judgment against Defendants for civil conspiracy in an amount to be proven at trial;
- e. Judgment against Defendant Hennepin County for violation of the Minnesota Whistleblower Act in an amount to be proven at trial, plus recovery of reasonable attorneys' fees and costs;
- f. Judgment against Defendant Hennepin County and Freeman individually for breach of the duty of good faith and fair dealing in an amount to be proven at trial;
- g. Injunctive relief enjoining Defendants from further retaliation against Sweasy including, without limitation, further attempted interference with the operations of the Complex Prosecutions Unit or management of grand jury proceedings; and

h. Granting such other and further relief as the Court deems just and equitable.

Dated: November 2, 2022

SAPIENTIA LAW GROUP, PLLC



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ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded should this pleading be found in violation of Minn. Stat. § 549.211, subd. 2.

SAPIENTIA LAW GROUP, PLLC

Dated: November 2, 2022

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