

# Civil Complaint: Goodwill Easter Seals Minnesota – Breach of Contract, Retaliation, and Damages

\*\*Court:\*\* District Court for the County of Ramsey, Minnesota

\*\*Plaintiff:\*\* Ira Latrell Toles Jr., 825 Seal Street Apt 1310, Saint Paul, MN 55114

\*\*Defendant:\*\* Goodwill Easter Seals Minnesota, 553 Fairview Ave N, St Paul, MN 55104

\*\*Case Number:\*\* [To be assigned by court]

## 1. Jurisdiction and Venue

This Court has jurisdiction because Defendant conducts business in Ramsey County, Minnesota, and the breach of contract and related acts occurred in this county. Venue is proper as Plaintiff resides in Ramsey County and Defendant's principal place of business is located here.

## 2. Parties

- \*\*Plaintiff:\*\* Ira Latrell Toles Jr., 825 Seal Street Apt 1310, Saint Paul, MN 55114

- \*\*Defendant:\*\* Goodwill Easter Seals Minnesota, 553 Fairview Ave N, St Paul, MN 55104

## 3. Factual Background

- In January 2024, Plaintiff enrolled in the Homeless for Housing program through Takoda Institute, working with Stephanie Knicks.

- Plaintiff entered into a written agreement with Goodwill Easter Seals for a stipend of \$15/hour for school-related work at MCTC (Minneapolis Community & Technical College).

- Plaintiff provided all required documentation, including a release of information and login credentials for Nikki Lee to verify hours.

- Plaintiff submitted an unofficial transcript and regular records of hours worked, as required by the agreement.
- Defendant paid Plaintiff for the first three months, then ceased payments without justification, despite Plaintiff's continued compliance.
- Plaintiff completed 810 hours of school-related work since February 2024, for which Defendant has failed to pay.
- Plaintiff made multiple attempts to resolve the issue, including emails and phone calls to Nikki Lee and program coordinators, but was ignored or given vague responses.
- Plaintiff also reported inappropriate conduct by Stephanie Knicks (including drug, sex, and money conversations, and an inappropriate relationship while Plaintiff was a student and client), but these complaints were ignored by Defendant and Takoda Institute.

#### ## 4. Statutory Support

- \*\*Minnesota Statute §181.13 & §181.14:\*\* Requires prompt payment of wages/stipends owed. Failure to pay within 24 hours of demand incurs a penalty equal to the average daily earnings for up to 15 days, in addition to the unpaid wages.
- \*\*Minnesota Statute §181.171:\*\* Allows a private civil action for damages, penalties, attorney fees, and other relief for violations of wage payment statutes.
- \*\*Minnesota Statute §181.932 & §181.935:\*\* Prohibits retaliation for reporting violations and allows for compensatory damages, attorney fees, and equitable relief.
- \*\*Minnesota Statute §549.20:\*\* Allows punitive damages for deliberate disregard of rights.

#### ## 5. Damages Calculation

- \*\*Unpaid Stipend:\*\*  $810 \text{ hours} \times \$15/\text{hour} = \$12,150$
- \*\*Penalty for Nonpayment (up to 15 days):\*\*
  - Average daily earnings:  $(810 \text{ hours} / 5 \text{ months}) \approx 162 \text{ hours/month} \approx 40 \text{ hours/week} \approx 8 \text{ hours/day} \times \$15 = \$120/\text{day}$
  - $\$120/\text{day} \times 15 \text{ days} = \$1,800$

- \*\*Emotional Distress/Retaliation:\*\* (To be determined by court; request maximum allowed)

- \*\*Attorney Fees & Costs:\*\* (To be determined by court)

- \*\*Punitive Damages:\*\* (To be determined by court if deliberate disregard is found)

**\*\*Total Damages Sought:\*\***

- Unpaid stipend: \$12,150

- Statutory penalty: \$1,800

- Emotional distress: [Request maximum allowed by law]

- Attorney fees/costs: [To be determined]

- Punitive damages: [To be determined]

**## 6. Steps Taken to Resolve**

- Submitted all required documentation, including unofficial transcript and hours log.
- Provided full access to records for verification.
- Sent multiple emails and made phone calls to Defendant and program coordinators.
- Reported inappropriate conduct and retaliation to Defendant and Takoda Institute.
- Sought resolution without court intervention, but Defendant failed to respond or pay.

**## 7. Relief Requested**

- Judgment for \$12,150 in unpaid stipends
- Statutory penalty of \$1,800 for nonpayment
- Maximum damages for emotional distress and retaliation
- Attorney fees and costs
- Punitive damages as allowed by law
- Any other relief the Court deems just and equitable

**## 8. Supporting Evidence**

- Written agreement and program documentation (Exhibit A)
- Unofficial transcript and hours log (Exhibit B)
- Email and phone records showing attempts to resolve (Exhibit C)
- Complaints regarding inappropriate conduct and retaliation (Exhibit D)

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\*\*Plaintiff has maintained all obligations under the agreement, including submitting an unofficial transcript and all required records. Defendant has failed to pay the agreed stipend and ignored both payment requests and serious complaints, in violation of Minnesota law.\*\*

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**\*\*Statutes Referenced:\*\***

- [Minn. Stat. §181.13](<https://www.revisor.mn.gov/statutes/cite/181.13>)
- [Minn. Stat. §181.14](<https://www.revisor.mn.gov/statutes/cite/181.14>)
- [Minn. Stat. §181.171](<https://www.revisor.mn.gov/statutes/cite/181.171>)
- [Minn. Stat. §181.932](<https://www.revisor.mn.gov/statutes/cite/181.932>)
- [Minn. Stat. §181.935](<https://www.revisor.mn.gov/statutes/cite/181.935>)
- [Minn. Stat. §549.20](<https://www.revisor.mn.gov/statutes/cite/549.20>)

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