



## RIVER VALLEY LAW

THE LAW OFFICE OF SARAH JEWELL

**FOR IMMEDIATE RELEASE**  
**September 14, 2023**

**CONTACT: SARAH R. JEWELL**  
Tel. (320) 497-7977  
Email: [sjewell@rivervalleylaw.com](mailto:sjewell@rivervalleylaw.com)

**UPDATE ON THE FORMER FAIR MEADOW NURSING HOME AND ASSISTED LIVING ADMINISTRATOR, ANGELA LEITING, CITY OF FERTILE, ITS MAYOR, DANIEL WILKENS, AND FAIR MEADOW NURSING HOME AND ASSISTED LIVING, ALLEGING SHE WAS UNJUSTLY FIRED FROM HER LONG-TERM ROLE AS THE NURSING HOME'S ADMINISTRATOR.**

Attorney Sarah R. Jewell and Angela Leiting, would like to clarify that the Complaint lists Fair Meadow Nursing Home as a Defendant, because that is simply where Angie was employed and where she was subsequently kicked off the property by the city. It is **not** because Angie is alleging any wrongdoing by any Fair Meadows Nursing Home staff or residents.

Attorney Jewell has now filed the Complaint with Polk County District Courts. A copy of the Amended Complaint, is attached to this press release.

No Court hearing has been scheduled at this time. However, Attorney Jewell received a Notice of Case Filing and Assignment, from Polk County Court Administration, case number 60-CV-23-1364, has been assigned and Judge Jeffrey Remick, has been named as the District Court Judge to preside over the matter.

State of Minnesota  
Polk County

District Court  
Ninth Judicial District

Court File Number: **60-CV-23-1364**

Case Type: Employment

FILE COPY

**Notice of Case Filing and  
Assignment**

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**Angela Leiting vs Fair Meadow Nursing Home, City of Fertile, Mayor Dan Wilkens**

Date Case Filed: **September 13, 2023**

Court file number **60-CV-23-1364** has been assigned to this matter. All future correspondence must include this file number, the attorney identification number, and must otherwise conform to format requirements or they **WILL BE RETURNED**. Correspondence and communication on this matter should be directed to the following court address:

**Polk County Court Administration  
816 Marin Ave. Ste 210  
Crookston MN 56716**

Assigned to: **Judge Jeffrey Remick**

If ADR applies, a list of neutrals is available at [www.mncourts.gov](http://www.mncourts.gov) (go to Alternative Dispute Resolution) or at any court facility. Please direct all scheduling inquiries on this matter to Assignment at [Karen.Boucher@courts.state.mn.us](mailto:Karen.Boucher@courts.state.mn.us).

Dated: September 13, 2023

Kathy Narlock  
Court Administrator  
Polk County District Court

cc: Fair Meadow Nursing Home  
City of Fertile  
Mayor Dan Wilkens  
SARAH RAE JEWELL

STATE OF MINNESOTA DISTRICT COURT

COUNTY OF POLK

NINTH JUDICIAL DISTRICT

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Angela Leiting,

Plaintiff,

vs.

Case Type: Civil/Employment  
Court File No.:**AMENDED VERIFIED  
COMPLAINT**

Fair Meadow Nursing Home,  
City of Fertile, a municipal corporation, and  
Daniel Wilkens, in his official  
capacity as Mayor of the City of Fertile,

Defendants.

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COMES NOW, Plaintiff, for her Amended Verified Complaint against Defendants, states and alleges the following:

**I. PARTIES, JURISDICTION AND VENUE.**

1. Plaintiff, Angela Leiting ("Ms. Leiting" or "Plaintiff") is, and at all times relevant to the actions complained herein, a resident of the City of Fertile, County of Polk, State of Minnesota and during all relevant times was an employee of the City of Fertile.
2. Defendant, Fair Meadow Nursing Home, is a skilled nursing and assisted living facility operating under the assumed name "Fair Meadow Nursing Home" and is owned and operated by the City of Fertile.
3. Defendant, City of Fertile, is a municipal corporation located in Polk County, Minnesota.

4. Defendant, Daniel Wilkens, is an individual residing in the City of Fertile and is, and at all times relevant to the actions complained herein, the elected Mayor of the City of Fertile.
5. The Court has jurisdiction over this matter because the actions occurred in the County of Polk, State of Minnesota and the Plaintiff also resides in Polk County.
6. This Court also has jurisdiction of this civil action under the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.
7. This Court has further jurisdiction of this action under the Fertile Code of Ordinances, Title I.
8. Venue is proper within the Polk County District Court, as the wrongful conduct by the Defendants occurred and continues to occur within the County of Polk.

## **II. FACTUAL BACKGROUND.**

9. The City of Fertile owns and operates a nursing home known as "Fair Meadow Nursing Home" ("FMNH").
10. Plaintiff is a 53-year-old woman, having been born on June 6, 1970.
11. On or about October 1987, Ms. Leiting was hired by the City of Fertile as a Certified Nursing Assistant ("CNA") to work at FMNH. Ms. Leiting's starting wage was \$4.30/hr. During Ms. Leiting's employment with the City of Fertile and at FMNH, Ms. Leiting held various positions, beginning as a CNA, then the Assistant Nursing Home Administrator, the Administrator from April 2015 - 2021 and then becoming the Director in 2021. Ms. Leiting held the position of the Director from 2021 through and including June 2023.
12. For the past twenty-five years, Ms. Leiting was a full-time employee of the City of Fertile.
13. Throughout Ms. Leiting's employment with the City of Fertile, Ms. Leiting met applicable job qualifications, held all required licenses, was qualified for the positions she held and performed

her job duties in a manner that fully met the Defendant's legitimate expectations. This is reflected in the Plaintiff's high quality of work and feedback received from the community and residents of both FMNH and the City of Fertile.

14. As the Director, Plaintiff was in charge of operations, including managing, facilitating and running day-to-day operations of FMNH, using a budget set by the five-member City Council of Fertile. FMNH has over 100 employees and 9 departments, in addition to the assisted living facilities.

15. Plaintiff's position also received support and assistance from an advisory board which was comprised of individuals who were engaged in the everyday on-goings at FMNH. The advisory board only advised on matters strictly related to those involving FMNH, including interpretation of rules and regulations that apply to skilled nursing facilities. The advisory board provided Plaintiff with a resource for providing the best solutions to be in compliance and with serving the resident's needs. Plaintiff relied on the advisory board to guide her through operational and management decisions in her role as Director.

16. That on or about January 2017, a new Mayor was elected for the City of Fertile. The Mayor was, and presently is, Daniel Wilkens ("Wilkens").

17. Prior to becoming Mayor, Wilkens served as a member of the City Council for the City of Fertile. During this time, Barry Robertson was the then acting Director of FMNH, prior to Plaintiff's appointment as Director. Wilkens, at one point in time while serving on the City Council, referred to all the women managers at FMNH as "a bunch of no names".

18. Ms. Leiting and Wilkens were previous acquaintances. Ms. Leiting's, sister-in-law, April S., previously worked under Wilkens. In 2014, during a gathering at April S's home in which Wilkens was present, Wilkens threatened Ms. Leiting's children, Connor, age 12 at the time and Jordan, age

14 at the time. Wilkens stated to Plaintiff, "I'm sure getting sick of those 4-wheelers, I've had your kids in the crosshairs of my gun. It would be fun to watch them run before the bullets start flying."

19. Almost immediately after becoming elected Mayor, Wilkens used his new position to question the operations of FMNH and Plaintiff's management. In the spring of 2017, Wilkens stated "The nursing home has been under little to no oversight for the past 20 years." Wilkens requested and received a detailed report from an outside consulting firm, Health Dimensions Group, ("HDG") which thoroughly reviewed all aspects of the FMNH staff, operations and financial standings. The report may be found online, at the City of Fertile's website, at:

[http://cityoffertile.org/FMN\\_Assessment.html](http://cityoffertile.org/FMN_Assessment.html).

20. However, by the spring of 2018, Wilkens appeared to support the nursing home and Plaintiff's management. Wilkens released a statement from the Mayor's Desk that stated, "The nursing home has made a major turnaround. They have a budget that includes paying back the city over a 5-year period. They have made changes that affect costs without lowering patient care quality. Myself and the Council are very proud of their accomplishments."

21. Inexplicably, in 2018 and without notice to Plaintiff, Wilkens, removed the power from the advisory board so that Plaintiff was left without its guidance and help. Without the advisory board, FMNH had no advocates other than Plaintiff to advocate for patient care and to find a common balance between budgetary concerns of the City Council and patient care quality. Taking away the power of the advisory board allowed Wilkens to be more actively involved in the decision making and management of FMNH. Despite Plaintiff's numerous requests to fill the advisory board positions, Wilkens refused.

22. Title III, Section 33.02 of the Fertile Code of Ordinances provides in relevant part as follows:

**33.02 FAIR MEADOW ADVISORY BOARD.**

The duties of the Fair Meadow Advisory Board are hereby designated as follows:

(A) Establishment. There *shall* be a Fair Meadow Advisory Board whose duty *shall* be to manage and operate Fair Meadow Nursing Home facility and Fair Meadow Assisted Living subject to the authority of the City Council.

(B) Composition and appointment. The Fair Meadow Advisory Board *shall* be composed of at least seven members, two of which shall be members of the City Council, appointed by the Council on an annual basis. The remaining members of the Board shall serve for a term of three years with the terms beginning and expiring on staggering dates. A member shall serve for a maximum of two consecutive terms. The Council shall appoint appropriate persons to succeed the members whose terms expire in the current year. Vacancies on the Board shall be filled by appointment by the Mayor with Council approval, upon recommendation from the Nursing Home Administrator.

(C) Organization of Board. Each year in January at the first regular meeting of the Board, the Board shall elect a President and Vice President from members of the Board and a secretary. The President shall preside at all meetings of the Board. The Vice-President shall perform the duties of the President in the case of absence or disability. The Secretary shall keep a complete record of the minutes of each meeting of the Board and shall cause a copy of such record to be filed in the Office of the City Administrator/Clerk/Treasurer within ten days after such meeting. (*emphasis added*)

23. In 2018, Wilkens told Plaintiff that she "wasn't strong enough for her job" and that she was "red faced all the time." Plaintiff questioned Wilkens as to why she was being treated differently than the previous Director, Barry Robertson, and why she was being held to a different standard. Wilkens responded by ignoring Plaintiff and not answering her questions.
24. From the Mayor's Desk, a statement was released in 2019-2020 that said "The staff at the nursing home have done a great job this year. The home is in the black, has a budget and is paying back the funds they borrowed from the City. I am very pleased with the progress."
25. Beginning with the fall of 2020, FMNH – as with many long-term care facilities, began experiencing staffing issues because of COVID-19. Several long-term employees left due to the stressful environment and being understaffed. Expenses became higher than average because of having to pay a premium for PPE, or "personal protective equipment". Despite the challenges the

nursing home faced, the staff worked tirelessly to meet the needs of the residents. Plaintiff devoted herself to ensure this was done and to make sure FMNH continued to provide quality care. Plaintiff herself kept her own CNA license active, so she could fill in on the floor for several shifts as needed, assisted with feeding daily during quarantine periods, filled shifts in the nursing home housekeeping department, assisted the activity department and the van driver and assistant.

26. Plaintiff worked tirelessly for FMNH and its residents, all through the COVID-19 pandemic.

27. On or about January 24, 2023, the head of the maintenance department at FMNH, Greg Bjerk, attended a special closed meeting with the City Council. During the meeting Greg complained about all the "women managers" at FMNH. Wilkens told Greg, "I got your back". During the meeting, Wilkens stated, "If Angie was gone, that problem would go."

28. The meeting on January 24, 2023, was held by the City Council without any prior notice to the public.

29. On February 9, 2023, Plaintiff emailed the City Administrator with concerns regarding Greg Bjerk's erratic behavior, including acting paranoid and believing women who were department heads were angry at him. Greg told Plaintiff that he "felt disrespected."

30. During a May 22, 2023 special closed meeting, Wilkens "polled" the room multiple times to see where votes would land for Plaintiff's dismissal. Wilkens stated, "Are you all comfortable with what's going on? Because we all need to be together when the axe is dropped". Wilkens referred to the management at FMNH as the "good ole girls club."

31. The meeting held on May 22, 2023 by the City Council was held without any prior notice to the public.

32. During this meeting, a member of the city council asked if Plaintiff had any disciplinary write-ups in Plaintiff's file. Lisa Liden, the Fertile City Administrator responded with "No, but it's



kind of ongoing". Lisa Liden then said there has been "hand holding" and implied she had to hold Plaintiff's hand, despite Plaintiff's stellar job performance. The member of the council then asked, "Is not having a documented progression of discipline going to come back and cause us more struggle?" Ms. Liden responded, "a lot of these constitute theft" and indicated that no progressive discipline was needed. This was all decided without the input of the Fair Meadow Advisory Board.

33. Ms. Liden then stated, "Angie lied when she told us that they needed an RN at the Assisted Living." However, Ms. Liden was not aware of the most recent regulations that required the RN. Ms. Liden then proceeded to give the council false information such as incorrect pay scale for the RN and failed to inform the council that part of the RN's salary would come from a grant Plaintiff had written and was awarded for the nursing home's benefit. Ms. Liden presented this issue as a misappropriation of funds by Plaintiff.

34. During the week of June 5, 2023, Plaintiff received an email from Lisa Liden, telling Plaintiff that "the Council has asked me to inform you that there will be a special meeting held on June 13<sup>th</sup> at 6:30 p.m. that you must attend." The email stated that it was a performance evaluation regarding Plaintiff's performance as administrator at FMNH. This meeting was later postponed until June 20, 2023.

35. Plaintiff later learned much later, through a Data Practices Request, that on June 5, 2023, the City had entered into a contract with Health Dimensions Group, "HDG" based in Minneapolis, Minnesota, to hire a new, interim Nursing Home Administrator named Sandra Larson at the rate of \$95 per hour, and \$142.50 per hour for holidays, with a \$35 per diem rate, with paid hotel stay, paid travel costs and expenses without any public discussion, without any open meetings to get public feedback, and without any City resolutions approving the expenditure. Just the hourly pay alone, without the holiday pay or per diem pay or other benefits, is more than \$50,000 per year over the

amount of annual salary that the Plaintiff had earned. This was all done without the input of the Fair Meadow Advisory Board.

36. Then, on June 12, 2023, the City Council held another special, closed meeting, without any prior notice to the public. The focus of this meeting was the termination of Plaintiff. One council member stated "Like, do you think it's just gonna? Reach a point of ... should we even continue?" and another member stating, "Or do you want to resign or get fired?" The council members discussed how the upcoming meeting with Plaintiff would go and theorized that after they have gone through line items, how they would tell Plaintiff they've "basically ripped you apart." This was all done without the approval of the Fair Meadow Advisory Board.

37. At the meeting on June 20, 2023, at 6:30 p.m., Plaintiff was given a list of seven items by the City Council to discuss. The seven items included items to address the 2022 payroll, the use of compensation time by FMNH employees, communications between Plaintiff and the various departments under Plaintiff's management and a "garage sale" style community sale of excess unneeded property, even though the sale was held every year for the past couple of decades, on City property, with City permission, without ever any objection. Plaintiff was not given this list prior to the meeting, so she had no time to prepare or to defend herself as she had no idea what the allegations were until that moment.

38. During this meeting on June 20, 2023, the City Council and Plaintiff went through each of the seven items together. Plaintiff explained each item and identified where misunderstandings may have occurred, despite not having any notice to prepare for this apparently concerted and sudden blitz-style action.

39. After going through each of the seven items, Wilkens then told Plaintiff, "You can either resign or be fired." Wilkens told Plaintiff that she had that evening to make her decision. Plaintiff,

shocked and upset at this sudden ultimatum and with no time to consider or digest what was happening, believed that she could not face being fired in order to protect her long list of licenses, including her CNA, LNHA and LALD license. Plaintiff then said she would leave, and she left the meeting. Plaintiff did not at any time sign any letters of resignation or provide any notices in writing. Plaintiff had no advance warning, notice or opportunity to respond to the numerous allegations made against her.

40. Therefore, on June 20, 2023, Plaintiff was terminated from her position with Defendants, who claimed that Plaintiff had "resigned" from her position.

41. After Plaintiff's termination, Lisa Liden assumed Plaintiff's position, including doing payroll and accounts receivable. Liden stated, "And I'm going to make more money than Angie ever did."

42. As a public employee, Plaintiff is entitled to certain rights and protections that Defendants failed to offer her or consider. Plaintiff was not offered a lesser position than her current position as Director, nor was she offered any sort of mediation or other resolution process.

43. At time of termination, Plaintiff's annual salary was \$126,000.00.

44. Plaintiff is having to fight for unemployment benefits, because Defendants claim that Plaintiff "quit."

45. Throughout Plaintiff's thirty-six year career at FMNH, Plaintiff was never given any kind of performance evaluation, performance appraisal or performance review since 1995 except for one performance review in 2014 from then acting Director, Barry Robertson.

46. Throughout Plaintiff's thirty-six year career at FMNH, Plaintiff never had any disciplinary actions taken against her and never received a single "write-up". In fact, Plaintiff made monthly reports to the City Council at its meetings, which are well documented in the City's own records. In

such meetings, Plaintiff had never been made aware that there were any unresolved issues or concerns about her work.

47. On June 23, 2023, while Plaintiff was cleaning out her office, Lisa Liden handed Plaintiff a letter titled "TRESPASS NOTICE AND CEASE AND DESIST ORDER" (hereinafter the "Order").

The Order stated, in relevant part:

"YOU ARE HEREBY NOTICED, that you, Angie Leiting, are formally trespassed from the premises of the Fair Meadow Nursing Home located at 300 Garfield Ave SE, Fertile, Minnesota, which is owned by the City of Fertile, effective June 20, 2023. This decision is taken to safeguard the welfare, safety and privacy of Fair Meadow residents, as well as to maintain a secure and respectful environment for Fair Meadow staff...

This trespass notice means that you are explicitly forbidden from entering any area of the nursing home property, including but not limited to buildings, grounds, parking lots and any associated facilities or locations. This prohibition extends to any form of entry, whether during business hours or after-hours, and applies to both planned and spontaneous visits... This trespass notice shall continue to be [sic] and remain in effect until revoked in writing by the Fertile City Council..."

47. The effect of the Order was that Plaintiff was prohibited and prevented from visiting and maintaining contact with her own mother-in-law, Chloe Leiting, who is a resident of the assisted living side of FMNH. Plaintiff also could not visit other extended relatives who live at the home as well as many of her friends who she has cared for and grew to love over the years.

48. When Plaintiff asked why she was being given this notice, Lisa Liden stated something along the lines of "Well, emotions are high now, we are afraid that if you come back to visit, the residents are going to rush you and want to hug you, therefore, we are afraid someone will fall." Ms. Liden stated it was "very necessary" during a prior council meeting.

49. Plaintiff has *never* posed any sort of threat to the welfare, safety and privacy of the residents of the nursing home and the Order from Defendants is devoid of *any* examples of how Plaintiff has done so.

50. Defendants have shown such outrageous and malicious conduct towards Plaintiff that they would go so far as to prevent her from caring and spending time with her own aging mother-in-law.

51. Defendants have since lifted the Trespass Notice against Plaintiff by letter dated August 21, 2023 but kept their "cease and desist" letter in full force and effect.

52. Since Plaintiff's termination by Defendants and subsequent forbidden access to visit FMNH, the community of Fertile has expressed outrage, with over 100 residents placing in their yards signs that say "We Stand with Angie", the circulation of a petition protesting the actions Defendants have taken against Plaintiff with over 200 signatures to date and a Facebook page being created in support of Plaintiff.

53. As a result of Plaintiff's sex and age, she was consistently singled out, verbally berated, excessively scrutinized, subjected to pretextual adverse employment actions and ultimately terminated against her will, without any just cause for termination. These actions of the Defendants against the Plaintiff were so severe or pervasive that they altered the terms of Plaintiff's employment and created a hostile work environment.

54. As a result of the Plaintiff's sex, the Defendants continuously and illegally harassed, intimidated, discriminated and bullied the Plaintiff. Defendant's termination was unjust, unfounded and wrongful because Defendants had already signed a contract with HDG to replace Plaintiff without public approval, during inappropriately closed meetings, and decided to spend more money than Plaintiff earned on a contractor from outside the community without just cause for termination of Plaintiff's employment as the Fair Meadow Nursing Home Administrator and with the City.

55. The Defendants actions constituted discipline, threats, discrimination, and penalties against the Plaintiff regarding the terms, conditions and privileges of employment, including being given an immediate ultimatum of being terminated or being forced to resign on or about June 20, 2023.

56. As a direct and proximate result of the Defendants' conduct described above and elsewhere in this Complaint, Plaintiff has suffered and continues to suffer severe emotional distress, mental anguish, embarrassment, humiliation and physical suffering.

57. In addition, as a direct and proximate result of the Defendants' conduct, Plaintiff has also suffered and continues to suffer economic damages, including lost wages, lost pension contributions and other lost benefits. All of these damages are in an amount yet to be determined but are believed to be in an amount exceeding \$50,000.

58. Defendants' actions were willful and wanton and denied the Plaintiff her rights protected under the Minnesota Human Rights Act, the Minnesota Open Meeting Law and the common law claim of intentional infliction of emotional distress.

### **CAUSES OF ACTION**

#### **COUNT I**

#### **Gender Discrimination in Violation of Minn. Stat. § 363A.01, et. seq.**

59. Plaintiffs restate and realleges the foregoing paragraphs as if set forth herein.

60. The Plaintiff is a member of a protected class pursuant to her sex and Minn. Stat. § 363A, et. al., the MDHR.

61. Throughout Plaintiff's employment as the Director of FMNH, the Plaintiff met applicable job requirements, was qualified for the position which she held, received no disciplinary actions and performed the job in a manner which fully met the Defendants legitimate expectations.

62. Because of the Plaintiff's sex, the Defendants intimidated, discriminated, bullied and harassed the Plaintiff.

63. Plaintiff received excessive discipline and was held to a different, higher standard as compared to the male Director who previously held her job position.

64. The actions of the Defendants constituted adverse employment actions, created a hostile work environment, and show that the Plaintiff's termination and other adverse actions were caused or motivated by the Plaintiff's sex.

65. As a direct and proximate result of Defendants violations of the MDHR, the Plaintiff has been deprived of financial and non-financial benefits of employment, including but not limited to, lost wages, future lost wages, and damages for anxiety, humiliation, pain and suffering, mental anguish, and attorneys' fees.

#### **COUNT II**

#### **Age Discrimination in Violation of Minn. Stat. § 363A.01, et. seq.**

66. Plaintiff restates and realleges the foregoing paragraphs as if set forth herein.

67. The Plaintiff is a member of a protected class pursuant to her age and gender, under Minn. Stat. § 363A, et. al., also known commonly as the Minnesota Human Rights Act.

68. It is an unfair and unlawful practice for an employer to discharge an employee or to discriminate against a person with respect to hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment, based on a person's age.

69. Plaintiff was born on June 6, 1970, and had reached age 53 at the time of her involuntary termination.

70. Plaintiff did not plan to retire from her career with FMNH until at least the age of 65.

71. Upon information and belief, Defendants involuntarily terminated, or forced Plaintiff's termination based in part on her age and longevity with FMNH as a 36-year employee, because she was entitled to extensive benefits as a long-term employee and Public Employee Retirement Account "PERA" benefits.

72. As a direct result of her wrongful termination by Defendants, Plaintiff has been damaged by the loss of her wages, loss of her benefits, along with all other incidental benefits of employment she previously earned and enjoyed.

**COUNT III**  
**Intentional and Negligent Infliction of Emotional Distress.**

73. Plaintiff restates and realleges the foregoing paragraphs as if set forth herein.

74. Defendants engaged in intentional and/or negligent acts, including purposefully preventing Plaintiff from visiting or caring for her mother-in-law so that she was denied the right to associate and to spend time together, deliberately berating Plaintiff excessively by name calling and diminishing her as a woman, maliciously seeking to harm Plaintiff emotionally and creating a hostile environment for Plaintiff.

75. Because of Defendants conduct, Plaintiff suffered and will continue to suffer humiliation, mental anguish, emotional distress, pain and suffering and other actual and compensatory damages, estimated to be in excess of \$50,000.

**COUNT IV**  
**Open Meeting Law Violations and Civil Penalties.**

76. Plaintiff restates and realleges the foregoing paragraphs as if set forth herein.

77. Defendants routinely violated the open meeting law as set forth in Minn. Stat. Chapter 13D and Minn. Stat. §366.01 and are liable for each violation, and imposing penalties pursuant to Minn. Stat. §13D.06.



78. Defendants actions of transacting public business, failing to state specific grounds prior to closing a meeting, discussing removal of Plaintiff from her position as Director of Fair Meadow Nursing Home, holding polls and oral voting upon such actions without holding a meeting open to the public was a violation of the public meeting law, and entering into a contract with HDG, without any public notice or public discussion, pursuant to Minn. Stat. §13D.01 and §366.01; personal liability of \$300 in civil fines upon Defendants should be imposed in accordance with Minn. Stat. §13D.06 Subd. 1.

79. Defendant's individual City Council members should also be removed from their roles on the City Council, due to repeated violations of the Minnesota Open Meeting Law, found in Minn. Stat. 13D, if the court finds such violations occurred during closed special meetings as alleged herein.

**WHEREFORE**, Plaintiff requests the Court for the following relief:

1. Judgment in favor of Plaintiff and against Defendants for an amount in excess of \$50,000, the exact amount to be proven at trial;
2. Statutory civil penalties in Chapter 13D, costs and reasonable attorneys' fees to the Plaintiff as provided by Minn. Stat. §13D.06, Subd. 4;
3. Removal of any City Council members who the court may find liable under Minn. Stat. §13.06, Subd.3;
4. Costs, disbursements, and attorneys' fees pursuant; and
5. For such other and further relief, which the Court may deem just and proper in its discretion.

Dated: Sept. 11, 2023

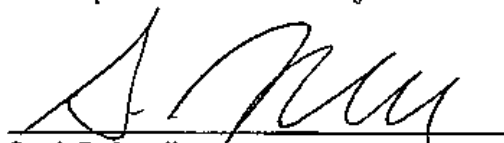
**RIVER VALLEY LAW, P.A.**



Sarah R. Jewell (#0392268)  
River Valley Law, P.A.  
Attorney for Plaintiff  
183 Seventh Avenue South  
Waite Park, MN 56387  
Tel. (320) 497-7977  
Email: sjewell@rivervalleylaw.com

**ACKNOWLEDGMENT**

The undersigned hereby acknowledges that costs, disbursements, witness fees and reasonable attorney fees and sanctions may be awarded to the Defendant pursuant to Minn. Stat. § 549.211.

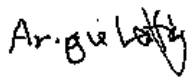
  
\_\_\_\_\_  
Sarah R. Jewell

**VERIFICATION**

I declare under penalty of perjury under the laws of the State of Minnesota, and pursuant to the provisions of Minn. Stat. §358.116, and other relevant statutes or laws, that the information and facts contained herein are true and correct to the best of my knowledge and belief in POLK County, State of Minnesota.

09 / 08 / 2023

DATED this 8 day of September, 2023.

  
\_\_\_\_\_  
Angela Leiting  
Petitioner