



**Request for City Council Committee Action
From the City Attorney's Office**

Date: October 12, 2005
To: Ways & Means/Budget Committee
Referral to: None

Subject: Haaron A. WazWaz v. City of Minneapolis, et al.
Hennepin County District Court file no. EM 04-008342

Recommendation: That the City Council approve settlement of the lawsuit filed by Haaron A. WazWaz, Hennepin County District Court file no. EM 04-008342, in the amount of \$30,000.00, payable to Haaron A. WazWaz and his attorney, Dorene R. Sarnoski, and authorize the City Attorney to execute any documents necessary to effectuate the settlement and release of claims payable from Fund/Org. 6900 150 1500 4000.

Previous Directives: None.

Prepared by: Timothy S. Skarda, Assistant City Attorney, 673-2553

Approved by: _____
Jay M. Heffern
City Attorney

Presenter in Committee: Jay M. Heffern, City Attorney

Financial Impact (Check those that apply)

- No financial impact - or - Action is within current department budget.
(If checked, go directly to Background/Supporting Information)
- Action requires an appropriation increase to the Capital Budget
- Action requires an appropriation increase to the Operating Budget
- Action provides increased revenue for appropriation increase
- Action requires use of contingency or reserves
- Other financial impact (Explain): Payment from Fund/Org. 6900 150 1500 4000
- Request provided to the Budget Office when provided to the Committee Coordinator

Community Impact: Build Community

Background/Supporting Information

The present case arises from the International Association of Chiefs of Police ("IACP") convention held at the Minneapolis Convention Center ("MCC") beginning on October 4, 2002. The Plaintiff, Haaron A. WazWaz, was a security guard employed by Burns Security ("Burns") and assigned to provide security services to the MCC. The Minneapolis Police Department assumed responsibility for security for the convention. Mr. WazWaz was denied a security clearance by the police department. The Plaintiff had previously passed FBI and Minnesota Bureau of Criminal Apprehension background checks. The Plaintiff was not allowed to work at the convention

and was escorted off the premises by police officers. After the IACP convention, the Plaintiff returned to work at the MCC.

Police personnel told the MCC that the Plaintiff failed his security clearance because he had "42 or 43" aliases. The Plaintiff did not have "42 or 43 aliases." His background check listed 6 aliases that were variations of the spelling of his name. The incorrect information was conveyed to Burns by MCC personnel. The City has never been able to ascertain how the police department determined the number of aliases, why the incorrect number was conveyed to the MCC or who within the police department conveyed the information to the MCC. The City has conceded that the number of alleged aliases, if correct, is exceptionally high and would indicate a potential threat to security.

Shortly after the background information was revealed, the Plaintiff began to receive harassing comments from City and Burns employees related to race, religion and ethnic background. The Plaintiff is a Muslim of Palestinian origin who was born and raised in the United States. The comments appear to have continued to the present, although the lawsuit is limited to the events of 2002–2003.

The Plaintiff filed a lawsuit alleging that Burns and the City discriminated against him in violation of the Minnesota Human Rights Act; that Burns failed to protect him from the hostile work environment created by City employees; that the City retaliated against him; that the City had interfered with his contractual relationship with Burns; and that the City defamed him by falsely accusing him of criminal activity. The Defendants motions for summary judgment were granted in part. Remaining for trial were discrimination allegations against Burns Security; and interference with contract and defamation claims against the City. The discrimination allegations against the City were dismissed; the court ruling that Mr. WazWaz was not an employee of the City.

The case was scheduled to begin trial on Monday, October 10, 2005, in Hennepin County District Court before the Hon. Robert Blaeser. On Friday, October 7, 2005, Burns settled their claims after having lost a second summary judgment motion. The Burns settlement is confidential. However, the claims against Burns included a potential award of attorney's fees and costs. We estimate that the Plaintiff's fees and costs prior to trial were approximately \$90,000.00.

On October 10th, in light of the Burns settlement, a settlement conference was held involving Chris Larson, MCC Director of Facility Services; Patrick Fleming, MCC Security Services Manager; Timothy Skarda, Assistant City Attorney; and, by phone J. Anthony Lopez, MCC Executive Director. A proposed settlement was reached in the amount of \$30,000.00, the approval of which is recommended by all participants in the settlement conference.

We believe that the settlement is in the best interests of the City of Minneapolis and recommend approval by this Committee. There is a good chance that the Plaintiff would prevail on his defamation claim. An untrue statement was made regarding '42 or 43 aliases' and published to co-workers. The City has not been able to identify how the police department arrived at the figure and cannot, therefore, provide an effective defense by showing that the statement was made in good faith or was an innocent mistake. The harassing comments directed toward the Plaintiff would be admitted into evidence to demonstrate the type of damage he suffered. We believe that the inflammatory nature of the comments could result in an award of significant damages.

The proposed settlement provides additional benefits to the City beyond the current case. The district court ruling that Burns and the City are not joint employers will stand and not be subject to appellate review. Finally, inappropriate comments have continued and are currently under investigation. As part of the settlement, the Plaintiff will release all claims against the City and City employees, including those for actions by the City subsequent to the IACP convention.