

**BEFORE THE HUMAN RIGHTS DEPARTMENT  
OF THE STATE OF MINNESOTA**

In the Matter of:

MDHR File No. 74939

ORLANDO HOOPER,

Charging Party,

**SETTLEMENT AGREEMENT  
AND RELEASE OF CLAIMS**

vs.

COUNTY OF RAMSEY,

Respondent.

**RECITALS**

This Settlement Agreement (Agreement) is made and entered into among Orlando Hooper (Charging Party), and County of Ramsey (Respondent).

Charging Party is a deaf person whose primary language is American Sign Language (ASL). On April 24, 2023, Charging Party filed a charge with MDHR alleging that Respondent discriminated against him in the areas of public services, on the basis of disability, in violation of the Minnesota Human Rights Act (MHRA), Minn. Stat. §§ 363A.12, subd. 1. He alleges that from May 24 to 28, 2022, when he was held by the Respondent at its Adult Detention Center (“ADC”), Respondent did not provide him with full and equal access to and benefit from various services and programs offered by the Respondent at the ADC. Among other things, he alleges that, despite his requests for an ASL interpreter, the Respondent failed to communicate with him concerning significant matters using a qualified ASL interpreter and that it failed to provide him access to a videophone subject to the same rules and restrictions that the Respondent applied to other detainees' use of standard telephones. He alleges that the Respondent’s discriminatory actions caused him harm.

Respondent admits detaining Charging Party at the ADC from May 24 to 28, 2022, but denies Charging Party's other allegations, denies violating the MHRA and denies that it is liable to Charging Party.

The parties to this Agreement desire to avoid the expense and uncertainties of litigation by entering into this Agreement. The Parties agree that the consideration exchanged herein does not constitute, and shall not be interpreted to be, an admission of liability or wrongdoing by any person.

In consideration of the above recitals and the commitments described below, the parties agree as follows:

## **AGREEMENT**

### **1. *Definitions,***

“Certification” means that Respondent will provide Charging Party’s attorney with a written notice from Respondent’s Attorney, under penalty of perjury, stating that Respondent has complied with each specific requirement of the Settlement Agreement identified in paragraph 9 the Agreement (Proof of Compliance). Respondent shall send the certification, documents, and other materials, subject to the Minnesota Government Data Practices Act, to the Minnesota Department of Human Rights Settlement Monitoring Team at [settlementmonitoring.mdhr@state.mn.us](mailto:settlementmonitoring.mdhr@state.mn.us), and copy the Charging Party’s counsel at the Minnesota Disability Law Center (MDLC) at [speterson@mylegalaid.org](mailto:speterson@mylegalaid.org).

“Qualified Interpreter” constitutes an interpreter for individuals who are deaf or hard-of-hearing and provided in Minn. Stat. §§ 611.32, subd. 2 (to the extent applicable), 611.33, and 546.44, subd. 4.

“Virtual Remote Interpreting” or “VRI”: An interpreting service (not a VRS service) conveyed using videoconferencing where at least one person, typically the interpreter, is at a separate location. VRI uses a Qualified Interpreter at an off-site location to interpret and facilitate

communication between individuals using sign language and non-sign language users in the same physical location to communicate by a videophone, computer with a video-camera, or mobile device using web browsers or apps. To provide effective communication through VRI service, it must work properly without technological challenges such as ethernet and/or Wi-Fi connection problems preventing meaningful access. VRI is not effective when the internet speed is slow or below standards such that images become pixelated, freeze, trail, smear, motion blur, or cause the connection to be dropped.

“Video Relay Service” or “VRS”: A form of Telecommunications Relay Service provided by the Federal Communications Commission (“FCC”) that enables persons with hearing disabilities who use American Sign Language to communicate with voice telephone users through video equipment, rather than through typed text. Video equipment links the VRS user with a communications assistant, or CA, who is a qualified American Sign Language (ASL) interpreter, so that the VRS user and the CA can see and communicate with each other in signed conversation. To use VRS, a deaf or hard of hearing individual must be given video conferencing equipment or videophones, and a broadband (high speed) Internet connection. The per-minute rate for VRS is not assessed to the caller. VRS providers are compensated for their costs from the Interstate TRS Fund, which the FCC oversees.

2. ***Term and Effective Date.*** This Agreement shall have a two-year term and shall become effective on the date on which the last party signs the Agreement (the Effective Date).

3. ***Compliance with the MHRA.*** Respondent reaffirms its commitment to comply with the Minnesota Human Rights Act, Minn. Stat. § 363A.01, *et seq.*

4. ***Qualified Interpreter Service for communications with Respondent’s ADC Staff.***

a. Respondent must provide qualified interpreters to detainees who are deaf or hard-of-hearing for the intake, booking and orientation process, including

medical and mental health screening, fingerprinting, booking, orientation, and Deaf and Hard of Communication preference, either by using in-person interpreters or by using its VRI system.

- b. Respondent will give primary consideration to the request of the detainee who is deaf or hard of hearing in determining the type of auxiliary aid or service is necessary. Respondent will honor the request unless it can demonstrate that another effective means of communication exists or that use of the means requested would result in fundamental alteration of Respondent's programs and services or in undue financial and administrative burdens. A determination of fundamental alteration or undue financial and administrative burdens must be made by the head of the particular County agency or their designee after considering all the resources available for use in the funding and operation of that agency's programs and services and must be accompanied by a written statement of the reasons for reaching the conclusion.

5. ***ADC Inmate Handbook and Policies.*** Respondent shall create and provide an American Sign Language (ASL) version in video format of the **ADC Rules/Handbook** for all detainees who are deaf or hard or hearing. Respondent shall provide the ASL video version of the Inmate Manual to detainees who are deaf or hard of hearing at the same time it provides the Inmate Manual to detainees who are hearing. Respondent shall make a good faith effort to begin providing the ASL Video version of the ADC Inmate Manual no later than 120 days following the Effective Date of this Agreement. If Respondent cannot produce the ASL Video version within 120 days, Respondent will provide the MDHR at [settlementmonitoring.mdhr@state.mn.us](mailto:settlementmonitoring.mdhr@state.mn.us), and the MDLC at [speterson@mylegalaid.org](mailto:speterson@mylegalaid.org), notice with the expected production date.

Respondent shall amend its **Inmate Telephone Access** policy no later than 30 days following the Effective Date of this Agreement to include a statement that the rules in the policy may be modified to accommodate inmates with disabilities.

**6. *Posting of Notices of Policies.***

a. Notice to Staff. Within 30 days of the Effective Date, Respondent shall provide notice to all ADC staff (including all new staff) concerning its policy to provide Qualified Interpreters and video communication access for detainees who are deaf and hard of hearing and the requirements of this settlement agreement.

b. Notice to Inmates. Within 30 days of the Effective Date, Respondent shall notify all current inmates who are deaf or hard-of-hearing that they shall have meaningful access to Videophone and VRS, and VRI services. Respondent shall also provide this information to all new deaf or hard of hearing inmates at the time they are admitted to the ADC.

Respondent will also post signs in highly visible areas of booking and housing stating:

**ATTENTION**

If you are DEAF or HARD OF HEARING and need reasonable accommodations, please notify Ramsey County custody staff IMMEDIATELY upon entry.

The Ramsey County Adult Detention Center has relay devices for Video Relay Service (VRS) calls.

The Ramsey County Adult Detention Center also has Video Remote Interpreting (VRI) devices for remote interpreting to assist you in communicating with staff during your booking process.

Should you desire an in-person interpreter to assist in your booking process, please inform custody staff IMMEDIATELY so arrangements can be made.

7. ***Training.*** Respondent agrees to provide the following training to its personnel during the Term of this Agreement:

a. The Respondent will provide notice to its ADC staff, 30 days after settlement, concerning its policy to provide Qualified Interpreters and video communication access for detainees who are deaf and/or hard of hearing.

b. During new staff training and during its staff annual training, until the completion of the two-year term of this agreement, the Respondent will train its ADC staff concerning

i. its policy to provide qualified interpreters and video communication access for detainees who are deaf and/or hard of hearing; and

ii. the operation and use of the ADC's video communications system, including its videophone system and its Video Remote Interpreting (VRI) system, and including supplemental video training.

8. ***Telephone Service: Actions to Ensure Effective Communication and Meaningful Access for Inmates who are Deaf.***

a. Providing Effective Communication. Respondent shall provide inmates who are deaf or hard of hearing meaningful access to and full utilization of or benefit from all services it provides at the ADC, including specifically telephone services. This includes providing effective auxiliary aids and services that will permit inmates who are deaf to have the ability to communicate with people who are outside the ADC, subject to the same restrictions and limits as other inmates.

b. Videophone and VRS Service in Intake and Booking Areas

- i. Respondent will make video communication service available for detainees who are deaf or hard of hearing in the booking/admission area during the booking and orientation to the same extent that it makes telephone service available for other detainees. It will provide devices capable of providing point to point direct video communication for persons wishing to communicate by sign to each other (Videophone service) and also Video Relay Service (“VRS”) (for persons who are deaf or hard of hearing to communicate with people who are hearing).
- ii. Respondent shall provide VRS and Videophone service in the booking and housing areas of the Jail with appropriate point-to-point video communication capability.

**9. *Proof of Compliance.***

- a. Documentation. Respondent shall provide to the Minnesota Department of Human Rights Settlement Monitoring Team at [settlementmonitoring.mdhr@state.mn.us](mailto:settlementmonitoring.mdhr@state.mn.us), and copy Charging Party’s attorney (the Minnesota Disability Law Center) at [speterson@mylegalaid.org](mailto:speterson@mylegalaid.org), certification, documents, photos, videos and other materials, subject to the Minnesota Government Data Practices Act, necessary to assess its compliance with the obligations of this Agreement, including, but not limited to, the following:
  - i. Certification that Respondent has implemented the requirements of Paragraph 4 of this Agreement regarding provision of Qualified Interpreters for communication with staff. (To be provided within

thirty (30) days following the implementation, and, one (1) year thereafter.)

- ii. Certification that Respondent has implemented the requirements of Paragraph 5 of this Agreement to provide an ASL/Video version of the ADC Inmate Handbook and the date on which the ASL video version of the Inmate Handbook was created. (Copy of video and certification to be provided to [settlementmonitoring.mdhr@state.mn.us](mailto:settlementmonitoring.mdhr@state.mn.us) and copied to [speterson@mylegalaid.org](mailto:speterson@mylegalaid.org) within thirty (30) days following the creation of the video.)
- iii. Certification that Respondent has amended its Inmate Telephone Policy as noted in Paragraph 5 of this Agreement to include a statement that the rules in the policy may be subject to accommodation for inmates with disabilities, the date the policy was amended, and a copy of the policy. (Copy of the policy and certification to be provided to [settlementmonitoring.mdhr@state.mn.us](mailto:settlementmonitoring.mdhr@state.mn.us) and copied to [speterson@mylegalaid.org](mailto:speterson@mylegalaid.org) within thirty (30) days following the Effective Date of this Agreement).
- iv. Certification that Respondent has provided notice to staff required by Paragraph 6.a of this Agreement, including copies of unprivileged portions of the notice (if any). (Copy of notice and certification to be provided to [settlementmonitoring.mdhr@state.mn.us](mailto:settlementmonitoring.mdhr@state.mn.us) and copied to

[speterson@mylegalaid.org](mailto:speterson@mylegalaid.org) within thirty (30) days following the notice, and one (1) year thereafter.)

- v. Certification that Respondent has provided, notice to current inmates and a copy of the notice required by Paragraph 6.b of this Agreement, and the certification shall specify the date on which it was posted in the booking and housing areas, and that it plans to continue to provide the notice for at least two years. (To be provided to [settlementmonitoring.mdhr@state.mn.us](mailto:settlementmonitoring.mdhr@state.mn.us) and copied to [speterson@mylegalaid.org](mailto:speterson@mylegalaid.org) within thirty (30) days following the posting of the notice, and, one (1) year thereafter.)
- vi. Certification that Respondent has provided all training required by Paragraph 7 of this Agreement, including copies of training materials that are public records, the names of the individuals completing the training, the dates the training was completed, a list of general topics covered, and the length of the training. (To be provided to [settlementmonitoring.mdhr@state.mn.us](mailto:settlementmonitoring.mdhr@state.mn.us) and copied to [speterson@mylegalaid.org](mailto:speterson@mylegalaid.org) within thirty (30) days following the training sessions, and, upon request from Charging Party's counsel, one (1) year thereafter.)
- vii. Certification that Respondent has installed video communication devices capable of providing Videophone service and VRS service in the booking and housing areas of the ADC, as required by Paragraph 8.b.ii of this Agreement.

b. Monitoring. Within six months from the effective date of this Agreement and one year thereafter, the Respondent will provide to [settlementmonitoring.mdhr@state.mn.us](mailto:settlementmonitoring.mdhr@state.mn.us) and copy to [speterson@mylegalaid.org](mailto:speterson@mylegalaid.org), videos of the working Videophone and VRS in the booking and housing areas, confirming that they are fully functioning, and to provide a photograph the posted Notice visible in both the booking and housing areas of the ADC.

10. ***Settlement of Claims***. In settlement of all of Charging Party's claims against Respondent relating in any way to the Charging Party's detention from May 24-28, 2022, the Charging Party's allegation that he did not receive full and equal access to services and programs Respondent provides to other inmates who are not deaf, and Charging Party's allegation that Respondent failed to provide Charging Party with auxiliary aids and services necessary for communication while Charging Party was incarcerated in the ADC between May 24-28, 2022, Respondent shall deliver to Charging Party's counsel within thirty (30) days after the effective date of this Agreement payment in the total amount of Forty-Four Thousand Dollars (\$44,000.00). The payment shall consist of three separate checks:

- a. A check made to the order of Charging Party in the amount of One-Thousand Dollars (\$1,000.00). Respondent shall issue an IRS 1099-MISC form to Charging Party, and he shall be solely responsible for the payment of any and all taxes due in connection with such payment.
- b. A check made to the order of "MMLA Client Trust," with "Orlando Hooper ABLE Account or Trust Account" in the memo, in the amount of Eighteen-Thousand Dollars (\$18,000.00). Respondent shall issue an IRS 1099-MISC form to Charging Party, and Charging Party shall be solely responsible for the payment of any and all taxes due in connection with such payment.

- c. A check made to the order of the Minnesota Disability Law Center (MDLC) in the amount of Twenty-Five Thousand Dollars (\$25,000), in settlement of Charging Party's claims for statutory attorneys' fees and expenses. Respondent shall issue an IRS 1099-MISC form (not self-employed) to MDLC for this payment, and the MDLC shall be solely responsible for the payment of any and all taxes due in connection with such payment.

**11. Tax Responsibility.** Charging Party acknowledges that Charging Party has neither received nor relied upon any advice from Respondent or any of their attorneys or representatives concerning the taxability of any payment made pursuant to this Agreement. Charging Party acknowledges that MDHR has recommended to Charging Party that Charging Party consult with Charging Party's tax advisor about the proper tax treatment of these payments.

**12. Settlement of Claims and Release.** Charging Party, on behalf of himself, his agents, representatives, attorneys, assignees, heirs, executors, and administrators, hereby covenants not to sue and releases and forever discharges Respondent, and its past and present employees, agents, insurers, officials, and officers from ANY AND ALL CLAIMS, ACTIONS, AND CAUSES OF ACTION, which Charging Party has against Respondent up through the date of his signature on this Agreement. This release includes any claims Charging Party may have under the Minnesota Human Rights Act and any attorneys' fees or other costs or expenses. Charging Party acknowledges and specifically agrees that the Release applies to the claims encompassed in his Charge and any claims related to or arising from any other subsequent or prior detention at Respondent's facilities, including the ADC, up through the date of his signature on this Agreement. Charging Party agrees not to initiate any further legal proceedings related to, arising out of, or that could have been brought as part of the Charge and agrees to dismiss any currently pending legal proceedings related to the Charge. Charging Party specifically agrees to the closure of MDHR file

No. 74939 and acknowledges that he will not receive a Notice of Right to Sue related to these Charges.

Charging Party expressly represents and warrants that he is able to execute this agreement. Charging Party expressly represents and warrants that he is not a party to any bankruptcy proceeding before any court. Charging Party further expressly represents and warrants that to the best of his knowledge, no person, firm, corporation, governmental entity or other entity has any right to proceed by way of subrogation, enforcement of a lien or otherwise against the Respondent hereby released. The Charging Party hereby agrees to indemnify and hold harmless the Respondent from any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to herein. It is agreed all liens or any statutory obligations will be satisfied by the proceeds of this settlement. Charging Party will defend and indemnify Respondent from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees. Charging Party further represents and warrants that no right, claim or cause of action covered by this Agreement has been assigned, given or otherwise transferred to anyone else.

**13. *Mediated Settlement Agreement.*** This Agreement is binding. The parties acknowledge that they have been advised that (1) the other parties have no duty to protect their interests or provide them with information about their legal rights, (2) signing this Agreement may adversely affect their legal rights; and (3) they should consult an attorney before signing this Agreement if they are uncertain of their rights.

**14. *Severability.*** If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision

had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

**15. *No Strict Construction.*** The language used in the Agreement will be deemed to be the language chosen by the Parties to express their mutual intent and no rule of construction will be applied against them.

**16. *Entire Agreement.*** This Agreement constitutes the entire agreement between and among the parties. This Agreement supersedes any and all other agreements. No modification shall be binding on any of the parties unless it has been agreed to by the parties in writing, signed by them and identified as an amendment to this Agreement. There are no inducements or representations leading to the execution of this Agreement except as herein explicitly contained.

**17. *Voluntary and Knowing Action.*** The parties to this Agreement acknowledge that they have read and understand the terms of this Agreement, that they have been represented by legal counsel or had the opportunity to retain legal counsel, and that they are voluntarily entering into this Agreement to resolve the dispute among them.

**18. *Governing Law and Venue.*** Minnesota law will govern the construction and interpretation of this Agreement. No rule of strict construction shall apply against any party as all parties equally drafted the Agreement. The Parties agree that any action regarding breach, interpretation, or adherence to the terms of the Agreement shall be filed in Ramsey County District Court.

This Agreement may be executed in multiple counterparts, which shall be construed together as if one instrument. In addition, any party shall be entitled to rely on an electronic or facsimile copy of a signature as if it were the original.

The parties have caused this Agreement to be signed on the dates opposite their signatures.

CHARGING PARTY ORLANDO HOOPER

Dated: 09 / 04 / 2024 Orlando Hooper

RESPONDENT COUNTY OF RAMSEY

Dated:

\_\_\_\_\_

By: [NAME] \_\_\_\_\_

Title: \_\_\_\_\_

AS TO CERTIFICATION & MONITORING ONLY:

MINNESOTA DEPARTMENT OF HUMAN RIGHTS

Dated:

\_\_\_\_\_

\_\_\_\_\_

By: Kaarin Long

Title: Deputy General Counsel \_\_\_\_\_