

FILED

STATE OF MINNESOTA

IN SUPREME COURT

A15-1178

March 7, 2016

OFFICE OF
APPELLATE CLERKS

Roger Lee Olsen,

Claimant,

vs.

State of Minnesota,

Respondent.

ORDER GRANTING JOINT MOTION FOR SUMMARY DISPOSITION

It is hereby ordered that:

1. The parties' Joint Motion for Summary Disposition is granted.
2. The Settlement Agreement, as provided in Exhibit A attached hereto, of \$475,000, is hereby approved, as follows:
 - a. \$42,908 for lost wages pursuant to Minn. Stat. § 611.365, subd. 2(a)(1).
 - b. \$15,500 for medical expenses already incurred as a result of Claimant's imprisonment pursuant to Minn. Stat. § 611.365, subd. 2(a)(2).
 - c. \$872.48 for child support interest that accrued during Claimant's time in prison pursuant to Minn. Stat. § 611.365, subd. 2(a)(5).
 - d. \$137,000 for noneconomic damages for nonphysical injuries pursuant to Minn. Stat. § 611.365, subd. 2(a)(3).
 - e. \$263,179.52 for noneconomic damages for personal physical injuries pursuant to Minn. Stat. § 611.365, subd. 2(a)(3).
 - f. \$15,540 for attorney fees under Minn. Stat. § 611.365, subd. 2(b).
3. The Commissioner of Minnesota Management & Budget shall submit the amount of the award to the Legislature in the next regular session, as provided by Minn. Stat. § 611.367.
4. Neither the Respondent, nor Minnesota Management & Budget, nor any other past, present or future agency, entity, official, employee or representative of the State of Minnesota, shall have any obligation to pay any amount under the Imprisonment and Exoneration Remedies Act unless and until an award is approved by the Legislature, and an amount is appropriated by the Legislature for the purpose of payment of the award, as provided by Minn. Stat. § 611.367. Neither the Respondent, nor Minnesota Management & Budget, nor any other past, present or future agency, entity, official, employee or

representative of the State of Minnesota, shall have any authority or obligation to pay any amount other than the amount, if any, that is approved and appropriated by the Legislature, even if that amount is less than the amount agreed upon in the parties' settlement agreement and/or the amount of this award.

Dated: March 3, 2016

Edward Wilson
The Hon. Edward Wilson
Residing Member of Compensation Panel

Dated: 3/4, 2016

Kenneth White
Kenneth White
Compensation Panel Member

Dated: March 2, 2016

Jim Olson
Jim Olson
Compensation Panel Member

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS UNDER THE
IMPRISONMENT AND EXONERATION REMEDIES ACT

1. Purpose of Agreement and Release

This Settlement Agreement is an agreement made between the State of Minnesota ("Respondent"), and Roger Lee Olsen ("Claimant") as a complete and final settlement of the claims described herein.

2. Description of Claim

Claimant was determined eligible for compensation under the Imprisonment and Exoneration Remedies Act ("the Act") by the July 8, 2015 Order of the Houston County District Court, file No. 28-CR-06-245. Claimant timely served a claim for compensation under the Act, and filed the claim on July 21, 2015. The claim is Minnesota Supreme Court case number A15-1178.

3. Terms of Settlement

Upon complete execution of this Settlement Agreement, the parties agree that they shall make a joint motion for summary disposition of Claimant's claim, as provided by Minn. Stat. § 611.364, subd. 1. The parties agree that they shall seek summary disposition of the claim on the following terms, subject to approval by the Compensation Panel:

A. The parties stipulate and agree that \$475,000 constitutes a fair and reasonable settlement of Claimant's claim under the Act, as follows:

- a. \$42,908 for lost wages pursuant to Minn. Stat. § 611.365, subd. 2(a)(1);
- b. \$15,500 for medical expenses already incurred as a result of Claimant's imprisonment pursuant to Minn. Stat. § 611.365, subd. 2(a)(2).
- c. \$872.48 for child support interest that accrued during Claimant's time in prison pursuant to Minn. Stat. § 611.365, subd. 2(a)(5).

- d. \$137,000 for noneconomic damages for nonphysical injuries pursuant to Minn. Stat. § 611.365, subd. 2(a)(3).
- e. \$263,179.52 for noneconomic damages for personal physical injuries pursuant to Minn. Stat. § 611.365, subd. 2(a)(3).
- f. \$15,540 for attorney fees under Minn. Stat. § 611.365, subd. 2(b).

The parties agree and understand that the Compensation Panel's order granting summary disposition of the claim has the same effect as an award under Minnesota Statutes § 611.365. Upon the Compensation Panel's granting of the joint motion, Respondent, by and through the Commissioner of Minnesota Management & Budget, agrees that it "shall submit the amount of the final award to the legislature for consideration during the next session of the legislature," as provided by Minn. Stat. § 611.367. The parties agree and understand that the claim shall be submitted at the next regular session of the Legislature. The parties also agree and understand that neither the Respondent, nor Minnesota Management & Budget, nor any other past, present or future agency, entity, official, employee or representative of the State of Minnesota, have authority to pay any amount unless and until an award is approved by the Legislature, and an amount is appropriated by the Legislature for the purpose of payment of the award. The parties further understand and agree that the payment of any award pursuant to this Settlement Agreement is contingent upon approval and appropriation by the Legislature. The parties also understand and agree that neither the Respondent, nor Minnesota Management & Budget, nor any other past, present or future agency, entity, official, employee or representative of the State of Minnesota, have any authority or obligation to pay any amount other than the amount, if any, that is approved and appropriated by the Legislature, even if that amount is less than the amount agreed upon in this Settlement Agreement.

B. Claimant hereby agrees to accept the sum of \$475,000 in settlement of all his claims as provided herein, if that amount is appropriated by the Legislature. If such amount is appropriated by the Legislature, Minnesota Management & Budget shall make payment of the \$475,000 in full to the Claimant within 45 days following the effective date of an appropriation by the Legislature.

If the Legislature appropriates an amount of less than \$475,000, Claimant shall provide written notice to Minnesota Management & Budget of whether he elects, in his sole discretion, to accept the amount appropriated. Such notice shall be provided within 45 days of the governor's signature on the bill appropriating the money or within 45 days of the end of the session during which the award was presented to the Legislature, whichever comes first.

If Claimant elects to accept a lesser amount appropriated, Minnesota Management & Budget shall make payment to Claimant within 45 days of the date that Claimant notifies Minnesota Management & Budget of his acceptance of the appropriated amount, or within 45 days following the effective date of the appropriation by the Legislature, whichever is later. The parties understand that the acceptance of any amount appropriated by the Legislature shall be subject to the terms and conditions of this Settlement Agreement.

If Claimant notifies Minnesota Management & Budget within 45 days that he elects not to accept an amount appropriated by the Legislature that is less than \$475,000, Paragraph 4 of this Settlement Agreement shall have no effect, subject to the reservation of rights set forth in Paragraph 5. Claimant understands that if he elects not to accept the appropriated amount, he is not entitled to receive payment of any portion of any amount appropriated by the Legislature. If the Legislature fails to appropriate any money to pay Claimant's claim, Paragraph 4 shall have no effect, subject to the reservation of rights set forth in Paragraph 5. In the event that Claimant

elects not to accept the amount appropriated, or in the event of a non-appropriation, the parties reserve the claims and defenses as set forth in Paragraph 5 herein.

4. Consideration: Discharge of Claims Under the Imprisonment & Exoneration Remedies Act.

In consideration of this Settlement Agreement, the sufficiency of which is acknowledged, if the Legislature appropriates the amount of \$475,000, or if claimant agrees to accept a lesser appropriated amount as provided in Paragraph 3, Claimant fully and completely releases the State of Minnesota, Minnesota Management & Budget, and all other agencies of the State of Minnesota, including all of its past and present agents, officers, and employees, predecessors, and successors in interest of the State of Minnesota, in their official and individual capacities, from any and all claims which Claimant has, may have, or could have brought, under the Act, whether presently known or unknown, arising in law or in equity, which were made, or which could have been made, including but not limited to any claims for damages or other relief compensable under the Act.

5. Reservation of Rights

The parties disagree about the effect of the Legislature's failure to appropriate any money to pay Claimant's claim, and the effect of Claimant's decision not to accept an amount less than \$475,000. Claimant believes that he could bring a new claim under the Imprisonment and Exoneration Remedies Act, proceed with the present claim, and/or pursue other remedies that may be available based on the Legislature's failure to appropriate any money to pay Claimant's claim or Claimant's decision not to accept an amount less than \$475,000. Respondent believes that the Act provides for a process by which Claimant may seek compensation based on exoneration; that proceedings under the Act terminate as provided therein; that the Legislature explicitly reserved for itself final authority to decide whether to appropriate money for said

compensation, and if so, in what amount; that Minnesota Management & Budget's submission of the Panel's award to the Legislature will terminate Claimant's rights under the Act; that the Act does not provide for multiple proceedings by a single claimant; and disputes the availability of "other remedies based on the Legislature's failure to appropriate any money to pay the claim or Claimant's decision not to accept an amount less than \$475,000." The parties explicitly reserve their respective claims, defenses, and arguments in the event that the Legislature fails to appropriate any money to pay Claimant's claim, or Claimant elects not to accept an appropriated amount which is less than \$475,000. This paragraph shall not be interpreted as a waiver of any other claim, defense and/or argument that could be made by either party in the event that the Legislature fails to appropriate any money to pay Claimant's claim, or Claimant elects not to accept an amount less than \$475,000.

6. Prior Agreements

The terms of this Settlement Agreement supersede and terminate all prior agreements and communications between the parties.

7. Governing Law.

This Settlement Agreement will be construed and enforced in accordance with the laws of the State of Minnesota.

8. Representation.

All parties acknowledge that they have been represented by counsel in this matter, have fully negotiated this Settlement Agreement, and have not relied upon any statements by the other parties, their employees, or agents, insurers, or attorneys, in agreeing to this Settlement Agreement.

9. Counterparts

This Settlement Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts shall together constitute one in the same agreement.

10. Release of Government Data.

The parties to the Settlement Agreement understand and agree that this Agreement is a public record, and that the release of information pertaining to this matter is subject to the provisions of the Act, in particular Minn. Stat. § 611.364, subd. 2(b), and other applicable law.

11. Tax treatment

Claimant represents and agrees that no representations as to taxability, tax treatment, or tax consequences have been made to him by the Respondent. Claimant is responsible for, and will indemnify and defend, save and hold harmless, Respondent for the payment of any and all state and federal tax liabilities and/or penalties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth.

Signatures on Following Page

Dated: 2-18-16

Roger Olsen
ROGER LEE OLSEN

Dated: 2/22/16

MESHBESHER & ASSOCIATES, P.A.

Richard B. Student
RICHARD B. STUDENT
Attorney Reg. No. 390266
225 Lumber Exchange Building
10 South Fifth Street
Minneapolis, MN 55402
Phone: (612) 332-2000
Attorney for Claimant

Dated: 2/26/16

MINNESOTA MANAGEMENT & BUDGET

Kristyn Anderson
By: Kristyn Anderson
Its: Counsel

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF HOUSTON

THIRD JUDICIAL DISTRICT

Ct. File No. 28-CR-06-245

State of Minnesota,

Plaintiff/Respondent,

FINDINGS, ORDER AND
DETERMINATION OF
ELIGIBILITY FOR COMPENSATION
BASED ON EXONERATION

vs.

Roger Lee Olsen,

Defendant/Petitioner.

This Court, having considered the joint petition for relief filed by the parties on or about July 8, 2015, and having reviewed the evidence, makes the following:

FINDINGS

- 1) Petitioner Roger Lee Olsen was convicted on twelve charged counts of first and second degree criminal sexual conduct following a jury trial that concluded on or about August 31, 2006.
- 2) Petitioner Olsen was sentenced to a total of 288 ^{24 yrs} months in prison, to be followed by ten years of conditional release, on December 13, 2006, and was committed to the custody of the Commissioner of Corrections that same day.
- 3) Petitioner Olsen was granted a new trial upon a petition for post-conviction relief, based on newly discovered evidence that the accusations of the sole witness and alleged victim were inherently unreliable. The new trial was granted by an order filed January 2, 2007. On September 3, 2008, the Houston County Attorney's Office voluntarily dismissed all charges against Petitioner Olsen. ~ 1 yr 10 months

28-CR-06-245
PROPOSED 02
Proposed Order or Document
3549822

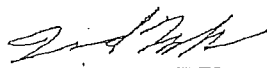


- 4) Petitioner Olsen served approximately 30 months in custody (March 3, 2006 through September 3, 2008), including time spent during pretrial detention following his arrest.
- 5) Petitioner Olsen was exonerated of all charges against him in this matter as defined in Minn. Stat. § 590.11 subd. 1(1)(ii).
- 6) Petitioner Olsen did not commit or induce any other person to commit perjury or fabricate evidence to bring about his original conviction(s).
- 7) Petitioner Olsen was not serving a term of imprisonment for any other crime(s) during the period of March 3, 2006 through September 3, 2008.
- 8) As the prosecuting attorney's office has joined this Petition, no additional hearing on this matter is necessary.
- 9) This Petition has been timely filed prior to July 1, 2016, in accordance with Minn. Stat. § 590.11 subd. 2.

ORDER

- 1) Defendant/Petitioner Roger Lee Olsen is eligible for compensation based on exoneration and in the interests of justice in accordance with Minn. Stat. § 590.11, subd. 3 in this matter.
- 2) The District Court Administrator shall notify Defendant/Petitioner of his right to file a claim for compensation in accordance with Minn. Stat. §§ 611.362 through 611.368 and is directed to provide Defendant/Petitioner with a copy of those statutory provisions.

Dated: _____


Fabian, James
Jul 8 2015 1:30 PM
Judge of District Court

Roger Lee Olsen

MS 611.365, subd. 2(a) minimum monetary damages of \$50,000/yr x 1.36 years= \$68,000

Statutory Damage Provision: MS 611.365, subd. 2	Statutory Damage Category	Amount of cap in statute	Amount in award
(a)(1)	Lost wages	Total cap (see below)	\$42,908
(a)(1)	Reimbursement for fees and costs associated with the criminal defense	Total cap (see below)	\$0
(a)(4)	Costs for education and training	≤\$35,000 (approx. cost of 4-yr degree) and total cap (see below)	\$0
(a)(5)	Reimbursement for child support/interest	Total cap (see below)	\$872.48
(a)(6)	Reimbursement for reintegrative expenses	Total cap (see below)	\$0
Total for Capped Damages	Subd. 3 limits capped damages to total of \$100,000/yr of imprisonment	(a)(1) + (4) + (5) + (6) ≤\$136,000 (1.36 years x \$100,000/yr)	\$43,780.48
(a)	Reimbursement for restitution, costs required by judgment and sentence	No cap	\$0
(a)(2)	Reimbursement for medical and dental expenses	No cap	\$15,500
(a)(3)	Noneconomic damages for personal physical injuries	No cap	\$263,179.52
(a)(3)	Noneconomic damages for personal injuries (nonphysical)	No cap	\$137,000
(b)	Reasonable attorney fees incurred for order of eligibility for exoneration compensation & exoneration claim	No cap	\$15,540
Grand Total			\$475,000

