

STATE OF MINNESOTA
COUNTY OF NICOLLET

DISTRICT COURT
FIFTH JUDICIAL DISTRICT
CASE TYPE: Employment

Marcus Todd,

Plaintiff,

v.

American Federation of State, County, and Municipal Employees, Council 5,

Defendant.

Court File No. _____

**COMPLAINT
JURY TRIAL DEMANDED**

INTRODUCTION

1. Defendant American Federation of State, County, and Municipal Employees, Council 5, forged Plaintiff Marcus Todd's signature on a union membership card. For nearly a year, AFSCME relied on this obvious forgery to divert part of each of Mr. Todd's paychecks to itself, as purported "dues" for membership in a union that Mr. Todd did not belong to. AFSCME initially ignored Mr. Todd's protests and eventually asserted that it was entitled to his money even if it had forged his signature.

2. Mr. Todd brings this lawsuit to recoup his wages that AFSCME stole. Because AFSCME intentionally disregarded Mr. Todd's rights, he also seeks to recover punitive damages.

PARTIES

3. Plaintiff Marcus Todd resides in Nicollet County, Minnesota.

4. At all times relevant to this action, Mr. Todd was a security counselor who worked for the Minnesota Department of Human Services (“DHS”) at DHS’ Minnesota Sex Offender Program (“MSOP”) in St. Peter, Minnesota.

5. Defendant AFSCME Council 5 is a local union organization and unincorporated Minnesota association affiliated with the American Federation of State, County, and Municipal Employees.

6. At all times relevant to this action, Council 5 was the exclusive labor representative for employees of the Department of Human Services, including Mr. Todd.

7. Council 5’s offices are located at 300 Hardman Avenue South, South Saint Paul, Minnesota 55075.

JURISDICTION AND VENUE

8. The Court has subject-matter jurisdiction under Minnesota Statutes § 484.01, subd. 1(1) because this is a civil action within the Court’s district.

9. This Court has personal jurisdiction over the Defendant, who resides in Minnesota.

10. Venue is proper in Nicollet County under Minn. Stat. § 542.09 because “the cause of action or some part thereof arose” here.

STATEMENT OF THE CLAIM

11. Mr. Todd began working for DHS in 2014.

12. At that time, every DHS employee was required to have part of each paycheck sent to AFSCME. DHS employees who were union members had their AFSCME

dues deducted directly from their paychecks. Non-members had an “agency fee” of nearly the same amount deducted but had no say in how the union spent that money.

13. Mr. Todd did not wish to join Council 5 in 2014, and has never wished to be a member since then, because he disagrees with much of AFSCME’s political advocacy.

14. But since he was required to financially support the union either way, in 2014 Mr. Todd begrudgingly joined AFSCME in order to have some say in its operations.

15. In 2018, the Supreme Court of the United States held that mandatory “agency fees” of this kind are unconstitutional. *Janus v. AFSCME, Council 31*, 585 U.S. 878, 930 (2018).

16. AFSCME knew that this decision would deprive it of agency fees, and likely also would trigger a wave of resignations by members who, like Mr. Todd, had joined the union only because of the mandatory agency fee.

17. AFSCME therefore quickly responded to the *Janus* decision by seeking to collect signed membership cards from as many employees as possible.

18. Mr. Todd was aware that, in June 2018, Council 5 representatives approached other DHS employees at MSOP St. Peter to sign them up for union membership.

19. Mr. Todd recalls that these AFSCME representatives used paper applications—not iPads or any other electronic device—to sign up employees for union membership.

20. Mr. Todd is informed and believes that electronic or computer devices were not permitted in the MSOP St. Peter facility for Council 5’s purposes.

21. Mr. Todd did not sign any union membership card in or after June 2018.

22. Instead, sometime in June 2018, Council 5 or one of its agents or principals forged Mr. Todd's signature on a membership and/or dues checkoff application. *See Exhibit 1.*

23. By forging his signature, Council 5 or its agent purported to agree for Mr. Todd that his union dues deductions were "irrevocable" except "by sending written notice ... not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of this authorization." *See id.*

24. Mr. Todd does not recall there being any term limiting his ability to revoke union membership contained in his 2014 application.

25. The signature on what Council 5 claims is Mr. Todd's application does not come close to matching Mr. Todd's signature. A copy of the "Application" is attached hereto as Exhibit 1, and several comparators with Mr. Todd's authentic signature are attached as Exhibit 2.

26. Having been freed from the agency-fee obligation by the Supreme Court's *Janus* decision, Mr. Todd decided in July 2020 to resign from AFSCME so he could keep the part of his paychecks that had previously gone to the union.

27. The State of Minnesota permits, and at all relevant times permitted, public-sector unions to certify their own membership to government employers for purposes of dues deductions from employee paychecks.

28. At all relevant times, AFSCME Council 5 did this with respect to DHS employees: Council 5 represented to DHS which employees were Council 5 members, and

DHS diverted union dues to Council 5 from those employees' paychecks, without any communication between the employee and DHS.

29. On July 16, 2020, Mr. Todd sent Council 5 a written resignation and demanded that deductions from his paychecks cease immediately. That notification is attached hereto as Exhibit 3.

30. That same day, Council 5 responded to Mr. Todd by email saying that it processed Mr. Todd's union resignation but that, pursuant to the June 2018 membership card that Mr. Todd supposedly had signed, he could not stop mandatory dues payments until May 2021, nearly a year later.

31. It was only upon receipt of Council 5's response that Mr. Todd became aware that a 2018 application had been forged in his name.

32. On August 14, 2020, Mr. Todd again wrote to Council 5 demanding immediate stoppage of his dues deduction, informing Council 5 that the application card on which Council 5 was relying contained a forged signature, and demonstrating this by providing several examples of his genuine signature that were contemporaneous with the forgery. A copy of this letter is attached as Exhibit 4.

33. Council 5 did not respond to Mr. Todd's August 14, 2020, letter.

34. On September 15, 2020, Mr. Todd's counsel wrote to Council 5 demanding yet again that Council 5 immediately stop dues deductions. A copy of this letter is attached as Exhibit 5.

35. Rather than stop dues deductions, Council 5's attorney responded via letter, indicating that Council 5 believed it had a right to keep Mr. Todd's dues, even if they were obtained by means of forgery. A copy of this letter is attached as Exhibit 6.

36. From the time of Mr. Todd's July 16, 2020, letter until April 27, 2021, Council 5 continued representing to DHS that Mr. Todd was a union member and that Council 5 was entitled to part of each of his paychecks.

37. Correspondingly, from July 16, 2020 through April 27, 2021, DHS continued diverting part of each of Mr. Todd's paychecks to Council 5.

38. Council 5 ceased deducting dues from Mr. Todd's paychecks as of April 27, 2021.

39. From July 16, 2020, through April 27, 2021, Council 5 received money from Mr. Todd's paychecks based on the forged application and without his consent.

40. In March 2021, Mr. Todd filed suit against Council 5 and DHS in federal court, seeking to recoup his unlawfully deducted fees. *Todd v. AFSCME*, Case No. 21-cv-637, Dkt. No. 1 (Complaint).

41. The federal courts dismissed Mr. Todd's state-law claims without prejudice, but his federal-law claims in that case remained pending until the U.S. Supreme Court denied Mr. Todd's certiorari petition on December 8, 2025. *Todd v. AFSCME*, 571 F. Supp. 3d 1019 (D. Minn. 2021); 125 F.4th 1214 (8th Cir. 2025); No. 24-1305 (U.S. Dec. 8, 2025).

CAUSES OF ACTION

Count One

Tortious Interference with Contractual Relations

42. Mr. Todd had a valid and enforceable contract with DHS by which Mr. Todd would perform services for DHS, and DHS would pay Mr. Todd specified wages.

43. Mr. Todd and Council 5 were aware of the contract.

44. Council 5 interfered with Mr. Todd's contractual relations with DHS by falsely telling DHS that Council 5 was entitled to receive part of Mr. Todd's wages from each of his paychecks from July 16, 2020 through April 27, 2021.

45. Council 5's interference was intentional and intended to procure breach of that contract by said deductions, was without justification, and was perpetrated with actual malice to injure Mr. Todd.

46. As a direct and proximate result of Council 5's interference and acts, DHS failed to pay Mr. Todd the full wages it had agreed to pay him pursuant to the contract, and Mr. Todd's performance under his contract with DHS was made more expensive, less remunerative, and more difficult and burdensome.

47. Mr. Todd suffered damages as a direct and proximate result of Council 5's actions.

**Count Two
Civil Theft
Minn. Stat. § 604.14**

48. The wages that DHS owed Mr. Todd for each paycheck were his property.

49. Council 5 stole part of that property by directing DHS to send it to Council 5 rather than Mr. Todd, based on a forged union application, from July 16, 2020, through April 27, 2021.

50. Council 5 wrongfully and surreptitiously took Mr. Todd's wages for the purpose of keeping them or using them.

51. Council 5 is liable to Mr. Todd for the value of the property taken from him.

52. Mr. Todd seeks money damages and punitive damages under Minn. Stat. § 604.14, subd. 1 for Council 5's civil theft.

Count Three
Money Had and Received/Unjust Enrichment

53. Council 5 was unjustly enriched by the receipt of Mr. Todd's union dues or fees from July 16, 2020, through April 27, 2021, because Council 5 received that money by means of forgery and/or misrepresentations.

54. By directing DHS to deduct union dues or fees from Mr. Todd's paychecks, Council 5 received a benefit of value; namely, Mr. Todd's money.

55. Council 5 knowingly appreciated and accepted that benefit.

56. Council 5's acceptance and retention of that benefit is inequitable and not legally justifiable under the circumstances.

57. Council 5 procured receipt of the benefit by means that were illegal, unlawful, and immoral.

58. Council 5 is liable to Mr. Todd for retaining the union dues or fees unlawfully deducted from his paychecks, and Mr. Todd is entitled to an award of damages against Council 5 for the same.

PRAYER FOR RELIEF

Mr. Todd requests a jury trial, after which he respectfully requests the Court grant him the following relief:

- A. An award of money damages for union dues unlawfully deducted from Mr. Todd's paychecks from July 16, 2020, through April 27, 2021;
- B. An award of punitive damages against Council 5 under Minn. Stat. §§ 604.14 549.20; and
- C. An award of all other relief that the court may deem just, proper, or equitable.

UPPER MIDWEST LAW CENTER

Dated: January 7, 2026

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