

**STATE OF MINNESOTA
COUNTY OF RAMSEY**

**DISTRICT COURT
SECOND JUDICIAL DISTRICT
CASE TYPE: DISCRIMINATION**

JayCee Cooper,

Court File No. 62-CV-21-211

Judge: Reynaldo Aligada, Jr.

Plaintiff,

vs.

USA Powerlifting; and
USA Powerlifting Minnesota,

Defendants.

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“Agreement”) is entered into by and between Plaintiff JayCee Cooper (“Ms. Cooper”) and Defendant American Drug Free Powerlifting Association d/b/a USA Powerlifting (“USAPL”). All references to “USAPL” shall also be interpreted to include the second-named defendant “USA Powerlifting Minnesota,” to the extent USA Powerlifting Minnesota exists. Ms. Cooper and USAPL are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Ms. Cooper, through her attorneys, filed a charge of discrimination with the Minnesota Department of Human Rights, Case No. 70739 (the “Charge”), and a lawsuit in Ramsey County District Court against USAPL, Court File No. 62-cv-21-211 (the “Lawsuit”), alleging, among other things, that USAPL violated the Minnesota Human Rights Act (the “MHRA”) by discriminating against Ms. Cooper in public accommodations and business;

WHEREAS, USAPL denied any liability or wrongdoing relating to the Charge or the Lawsuit;

WHEREAS, the Parties extensively litigated the Lawsuit in Ramsey County District Court, the Minnesota Court of Appeals, and the Minnesota Supreme Court;

WHEREAS, the Minnesota Supreme Court found USAPL liable for public accommodations discrimination based on gender identity, found fact issues on Ms. Cooper's business discrimination claim, and remanded the case to the District Court for further proceedings; and

WHEREAS, the Parties appeared for mediation on February 20, 2026 before Judge Myron Greenberg (Retired) and, in order to avoid the burden and expense of further litigation between the parties, were able to negotiate the material terms of a settlement to resolve all of Ms. Cooper's claims against USAPL, including but not limited to the claims asserted in the Charge and Lawsuit; and

WHEREAS, the Parties now wish to fully memorialize their settlement in this Agreement.

NOW THEREFORE, in consideration of the recitals and promises contained in this Agreement, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Payment.**

(a) Provided that Ms. Cooper executes and does not rescind this Agreement in accordance with Paragraph 4, USAPL agrees to pay Ms. Cooper and her attorneys the total gross sum laid out in Appendix A (the "Settlement Payment") and in accordance with the payment schedule established therein. Ms. Cooper understands that she has no further claim to any items of remuneration from USAPL arising out of the Lawsuit or otherwise, including any

claim for her attorneys' fees or costs (such as the Minnesota Supreme Court's March 26, 2026 Judgment for Costs and Disbursements), other than those stated in Appendix A.

(b) Ms. Cooper represents and agrees that no representations as to taxability, tax treatment, or tax consequences have been made to her by USAPL, its attorneys, or her own attorneys. Ms. Cooper further acknowledges and understands that no taxes, deductions, or other withholdings will be withheld from the Settlement Payment. Ms. Cooper agrees to pay and bear sole responsibility for her share of all taxes that may be due or payable on her portion of the Settlement Payment.

(c) The Settlement Payment shall be secured by a Confession of Judgment in favor of Ms. Cooper in the form attached to this Agreement as Exhibit 1. USAPL shall execute the Confession of Judgment contemporaneously with the execution of this Agreement and shall provide the executed Confession of Judgment and countersigned version of this Agreement to Ms. Cooper's attorneys within five days of Ms. Cooper signing this Agreement. The Confession of Judgment shall be in the amount of the Settlement Payment, less the amounts already paid by USAPL under the terms of this Agreement, and the reasonable costs of collection, including reasonable attorneys' fees and costs for necessary actions to collect on the Confession of Judgment against USAPL in the event of default. The Confession of Judgment shall be held by Ms. Cooper's attorneys and shall not be filed unless and until USAPL defaults on the payments required in Appendix A, and Ms. Cooper provides USAPL written notice of default by letter, followed by ten (10) calendar days to cure said default by making the required payment. Unless USAPL designates a different recipient of default notices in writing to Nichols Kaster, PLLP, by first class mail that arrives in advance of any default, any notices of default shall be sent by FedEx or other

overnight delivery service to USAPL's outside general counsel at the following address:

Aaron D. Sperbeck
Birch Horton Bittner & Cherot
510 L Street, Suite 700
Anchorage, Alaska 99501

(d) USAPL shall be solely responsible for paying Judge Greenberg's mediation fees.

2. **Mutual Release of Claims**. The Parties hereby release, waive, and settle any and all claims they have or may have against each other, whether known or unknown, however originating or existing, from the beginning of time through the date each of the Parties sign this Agreement, including but not limited to the claims in the Charge and the Lawsuit. The Parties, for themselves, their heirs, administrators, representatives, successors and assigns, hereby release and forever discharge each other, including USAPL's officers, directors, and employees, together with the Parties' agents and attorneys, from any and all demands, debts, obligations, or claims that were or could have been asserted by the Parties against each other, including but not limited to any claims for discrimination, retaliation, harassment, breach of contract, defamation, intentional or negligent infliction of emotional distress, fraud, negligent representation, attorney's fees, interest, expenses or costs; claims under the MHRA; claims under the Americans with Disabilities Act of 1990, as amended; claims under the Rehabilitation Act of 1973, as amended; claims under the Civil Rights Act of 1964, as amended; claims under the Civil Rights Act of 1991; claims under 42 U.S.C. § 1981, § 1981a § 1983, §1985, § 1988; claims under any other federal, state or local statute or ordinance; and any other claims under common law, existing from the beginning of time up to and including the date each of the Parties sign this Agreement. The Parties do not waive any rights arising out of this Agreement or claims that cannot be waived under applicable law. The Parties promise not

to file a lawsuit, arbitration proceeding, or other action based on any claim released by this Agreement, whether in this Paragraph or elsewhere. If either party breaches the covenant in this Paragraph, the breaching party agrees it will pay the non-breaching party's costs and expenses (including reasonable attorneys' fees) related to any such action.

3. **Dismissal of Lawsuit.** No later than twenty (20) calendar days after the Effective Date, counsel for the Parties shall execute and file with the Court the Stipulation of Dismissal with Prejudice attached to this Agreement as Exhibit 2 and shall take any further action as necessary to dismiss the Lawsuit.
4. **Rescission Period.** In compliance with the MHRA, Ms. Cooper has 15 days from her execution of this Agreement in which to rescind the waiver of claims under the MHRA. To be effective, any such rescission must be in writing and delivered by email to USAPL's attorney, Ansis V. Viksnins, 7760 France Avenue South, Suite 700, Minneapolis, MN 55435, aviksnins@mmlawfirm.com within 15 days from Ms. Cooper's execution of the Agreement.
5. **Confidentiality.**
 - (a.) Ms. Cooper and her attorneys agree not to disclose Appendix A, the Confession of Judgment, the amount of the Settlement Payments, or the amount of the Confessed Sum stated in the Confession of Judgment to anyone, except as follows. Ms. Cooper may disclose the amount of the Settlement Payments and the amount of the Confessed Sum to her partner and her legal, tax, and financial advisors. Ms. Cooper may state generally to her treating psychiatrist, psychologist, medical doctor, or mental health therapist that she settled her case against USAPL and that the settlement involves payment of money to Ms. Cooper. Ms. Cooper's attorneys may

file the Confession of Judgment and Exhibit A with the Court in the event that an uncured default in payment occurs pursuant to the provisions in Paragraph 1(c) of this Agreement. Ms. Cooper and her attorneys may disclose Appendix A, the Confession of Judgment, the amount of the Settlement Payments, and the amount of the Confessed Sum as required by law, including in any government agency proceeding or pursuant to a lawful subpoena.

- (b.) USAPL and its attorneys agree not to disclose Appendix A, the Confession of Judgment, the amount of the Settlement Payments, or the amount of the Confessed Sum stated in the Confession of Judgment to anyone, except as follows. USAPL may disclose Appendix A, the Confession of Judgment, the amount of the Settlement Payments, and the Confessed Sum to its officers, directors, employees, or agents who have a legitimate business need to know and to its legal, tax, and financial advisors. USAPL's attorneys may disclose the Confession of Judgment and Appendix A in the event that Ms. Cooper's counsel seeks to enforce the Confession of Judgment pursuant to the provisions in Paragraph 1(c) of this Agreement. USAPL and its attorneys may disclose Appendix A, the Confession of Judgment, the amount of the Settlement Payments, and the amount of the Confessed Sum as required by law, including in any government agency proceeding or pursuant to a lawful subpoena.
6. **Mediator to Decide Disputes.** In the event the Parties disagree as to the terms of settlement reached at the February 20, 2026 mediation, the Parties agree to submit the dispute to Judge Greenberg. In the first instance, Judge Greenberg shall attempt to mediate the dispute. If the Parties are unable to mediate the dispute, the dispute shall be presented

to Judge Greenberg for a binding decision.

7. **Opportunity to Seek Legal Advice.** By signing this Agreement, both parties indicate and agree that they had adequate time to read and consider the terms of this Agreement and that they consulted with their attorneys prior to signing this Agreement. The Parties agree that the provisions set forth in the Agreement are written in language understandable to them and further affirm that they understand the meaning of the terms of this Agreement and their effect. The Parties represent that they are entering into this Agreement freely and voluntarily.
8. **Minnesota Law Governs.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
9. **Entire Agreement.** This Agreement, including its exhibits and appendices, contains the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements and communications between the parties.
10. **Modifications to Agreement.** Any modifications of, or additions to, this Agreement must be in writing and signed by Ms. Cooper and USAPL. This Agreement is binding and enforceable upon the assigns, heirs, administrators, and successors of the Parties.
11. **Invalid Provisions.** If any part of this Agreement is determined by a court of last resort, or a lower court if no appeal is taken, to be unlawful, invalid, or otherwise unenforceable, the balance of the Agreement shall remain in full force and effect.
12. **Non-Assignable.** This Agreement shall not be assigned by any party unless all Parties agree to an assignment in writing.
13. **Non-Admission of Liability.** USAPL acknowledges that the Minnesota Supreme Court

found USAPL liable on Ms. Cooper’s public accommodations claim, but denies any other liability or unlawful conduct toward Ms. Cooper.


14. **Authority to Execute Agreement.** By signing below, each of the Parties warrant and represent that the person signing this Agreement on its behalf has authority to bind that Party and that their execution of this Agreement is not in violation of any bylaw, covenants, and/or other restrictions placed upon them.
15. **Headings.** The headings are for convenience and reference purposes only and shall not be considered in the interpretation of this Agreement.
16. **Effective Date.** This Agreement shall be effective on the first calendar day following the 15-day rescission period set forth in Paragraph 4 or the first calendar day following USAPL’s delivery of the executed Confession of Judgment, whichever is later (the “Effective Date”).

Dated: April ²², 2026.


Jaycee Cooper (Apr 22, 2026 16:13:36 CDT)
JayCee Cooper

Dated: April ²⁷, 2026.

American Drug Free Powerlifting Association d/b/a
USA Powerlifting

By 
Paulie Steinman
Its President






USAPL Cooper Settlement Agreement

Final Audit Report

2026-04-22

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|-----------------|--|
| Created: | 2026-04-21 |
| By: | [REDACTED] |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAoguiXqa5h21QvXEAIW8XzUVyQvTM7GH3 |

"USAPL Cooper Settlement Agreement" History

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