

Order Granting Temporary Injunction

November 16, 2001

Metropolitan Sports Facilities Commission, Plaintiff

v.

Minnesota Twins Partnership, a Minnesota General Partnership d/b/a Minnesota Twins Baseball Club and the Minnesota Twins; and Major League Baseball, an Unincorporated Association doing business in Minnesota and headquartered in New York, Defendants.

The above-entitled matter came before Judge Harry Seymour Crump, Hennepin County District Court on November 15, 2001 at 1:00 p.m. at the Hennepin County Courthouse, Minneapolis, Minnesota.

Corey Ayling appeared on behalf of Plaintiff, Roger Magnuson appeared on behalf of Defendants.

Alan Gilbert, Chief Deputy Attorney General and Solicitor General, appeared on behalf of amicus curie State of Minnesota, by its Attorney General, Mike Hatch.

Based upon the arguments of counsel, records, filings and proceedings herein

IT IS HEREBY ORDERED

1. Plaintiff's motion for temporary injunction is granted.
2. Defendant Minnesota Twins Partnership is required to have the Minnesota Twins play their entire 2002 major league home baseball schedule at the Minneapolis Metrodome.
3. Defendant Major League Baseball is enjoined from interfering in any way with the contractual relations between Plaintiff and the Minnesota Twins, including, but not limited to, interfering with the Minnesota Twins playing their entire 2002 major league home baseball schedule at the Minneapolis Metrodome.
4. Defendant Minnesota Twins is enjoined from taking any action which would prevent them, or make it impossible, for them to play their entire 2002 major league baseball season at the Minneapolis Metrodome.
5. Defendants are enjoined from any actions which would result in the sale of all or part of the Minnesota Twins major league baseball franchise or its assets unless the new owners agree, pursuant to paragraph 19 of the Use Agreement, to comply with the Use Agreement and play their entire 2002 major league baseball home game schedule at the Minneapolis Metrodome.
6. Pursuant to Minn. Stat. 574.18, the Court finds that Plaintiff is a governmental entity that is statutorily relieved from any obligation to post a cash bond. In addition, and alternatively, the Court finds no bond necessary given that Defendants enjoy adequate security under the circumstances.
7. The attached Memorandum is incorporated by reference.

BY THE COURT: The Honorable Harry Seymour Crump Judge of District Court Dated November 16, 2001

MEMORANDUM

The Metropolitan Sports Facilities Commission ("Commission") has met the requirements to grant a temporary injunction. *Dahlberg Brothers, Inc. v. Ford Motor Company*, 272 Minn. 264, 274-75, 137 N.W. 2d. 314, 321-22 (1965).

First, granting the Commission's motion would not create a new legal relationship under the Use Agreement. The Twins exercised their option to play their 2002 home baseball games at the Metrodome. Those games have been scheduled. For the 2002 season, the Twins (sic) are scheduled to play 81 games at the Metrodome for the 2002 season spanning over six months. The relationship between the Twins and the Commission is not a typical landlord tenant relationship. The relationship provides the State, citizenry and fans with substantial non-monetary benefits. See Minn. Stat. 473.552 (1978).

Second, the balance of harms weighs in favor of granting the temporary injunction. Baseball is as American as turkey and apple pie. Baseball is a tradition that passes from generation to generation. Baseball crosses social barriers, creates community spirit, and is much more than a private enterprise. Baseball is a national pastime. Locally, the Twins have been part of Minnesota history and tradition for forty years. The Twins have given Minnesota two World Series Championships, one in 1987, and one in 1991. The Twins have also given Minnesota legends such as Rod Carew, Tony Oliva, Harmon Killebrew, Kent Hrbek, and Kirby Puckett; some of which streets are named after. These legends have bettered the community. Most memorably, these legends, volunteered their time to encourage and motivate children to succeed in all challenges of life. Clearly, more than money is at stake. The welfare, recreation, prestige, prosperity, trade and commerce of the people of the community are at stake. The Twins brought the community together with Homer Hankies and bobblehead dolls. The Twins are one of the few professional sports teams in town where a family can afford to take their children to enjoy a hot dog and peanuts at a stadium. The vital public interest, or trust, of the Twins substantially outweighs any private interest. Private businesses were condemned to build the Metrodome. In condemnation proceedings, the building of the Metrodome was deemed to be in the interest of the public. The Commission, the State, citizenry and fans will suffer irreparable harm if the Twins do not play the 2002 baseball games at the Metrodome. See *City of New York v. New York Jets Football Club, Inc.*, 90 Misc. 2d 311, 394 N.Y.S.2d 799 (New York Co., Sup. Ct. 1977); *City of New York v. New York Yankees*, 117 Misc. 2d 332, 337, 458 N.Y.S.2d 486, 490 (New York Co. Sup. Ct. 1983).

Third, there is a substantial likelihood that the Commission will prevail on the merits in this case. The Twins have exercised its option to lease the Metrodome for the 2002 baseball season, obligating itself to play their 2002 home games at the metrodome. As a result, the Twins 2002 home games have already been scheduled, and the Twins are selling season tickets for the 2002 home games. In order for contraction of the Twins to occur, Carl Pohlad must voluntarily agree to sell the team. Elimination of the Twins' franchise would result in a breach of the use Agreement.

A breach of the Use Agreement entitles the Commission to "... specific performance requiring the Twins to play its home games at the [Metrodome]." Use Agreement 18.3 Monetary relief will not be adequate to compensate for the Twins breach of contract. See *Blankenfeld v. Smith*, 290 Minn. 475, 479, 188 N.W. 2d 872, 874 (1971). For all the reasons listed previously, the purpose of leasing and requiring that the Twins play home games during the 2002 baseball season are "inextricably entwined with the vital public interest." *Jess*, 90 Misc. 2d at 316, 394 N.Y.S.2d nt 803. The parties knew and intended the State, citizenry and fans would benefit substantially in other, non-monetary, ways from the Use Agreement for the 2002 season. The Use Agreement does not require the Twins pay rent for the use of the Metrodome for regular season games. Use Agreement 4.1 Instead, the Twins paid for some utility costs and shared in concession rights with the Commission. Use Agreement 7, 13.

Fourth, public policy is furthered by granting the temporary injunction. Local professional sports franchises, that are an important community asset, should fulfill its contractual obligations. See Minn. Stat. 476.581 subd. 3(b) (1978).

Finally, granting the temporary injunction would impose minimal administrative burdens on this Court in ordering the continuation of the status quo for the 2002 season.

HSC