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STATE OF MINNESOTA DISTRICT COURT

COUNTY OF OTTER TAIL SEVENTH JUDICIAL DISTRICT

Stephen Roy Svendsen, Plaintiff, v. Pamela J. Minten, Ken Laney, Mikel B. Olson, Fergus Falls HRA, Chris Harig, Ryan Muchow, and City of Fergus Falls, Defendants.	Case No.: 56-CV-24-1426 Case Type: Civil Other/Misc. Judge: Kevin M. Miller **DEFENDANT FERGUS FALLS HRA'S BRIEF IN SUPPORT OF MOTION IN LIMINE TO EXCLUDE EVIDENCE, TESTIMONY, AND ARGUMENT OF IRRELEVANT DAMAGES AND RESOLVED CLAIMS**

I. INTRODUCTION

Plaintiff's attempt to introduce evidence, testimony, or argument of damages, other than $1,934.20 in claimed moving expenses, and Plaintiff's dismissed claims must be denied. The Minnesota Rules of Evidence strictly prohibit irrelevant evidence. The Minnesota Rules of Evidence also exclude evidence when its probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, misleading the jury, and waste of time.

This Court has already ruled that Plaintiff's claimed damages to his motorcycle are not a natural consequence of the non-renewal of his lease. In the same vein, Plaintiff's claimed bodily injuries are not a natural consequence of non-renewing a lease. Although Plaintiff vaguely alleged $3,500 in moving expenses, Plaintiff has only produced documentation for a U-Haul, hotel, and gas station expenses totaling $1,934.20. As Plaintiff's claimed damages must be ascertainable with reasonable exactness, this Court should prohibit Plaintiff from introducing evidence, testimony, and argument to damages above $1,934.20.

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This Court has also dismissed Plaintiff's tort claims. Plaintiff's remaining claim is a breach of contract. The remaining issues are whether the Plaintiff or Fergus Falls HRA (the "HRA") breached the lease agreement and if so, what damages were caused by the breach. Any evidence, testimony, or argument regarding the dismissed tort claims is irrelevant as it has no tendency whatsoever to make the existence of any fact that is of consequence to the determination of the breach of contract claim more probable or less probable than it would be without the evidence. Accordingly, this Court must prohibit the introduction of any evidence, testimony, or argument regarding Plaintiff's dismissed tort claims. The HRA respectfully requests this Court grant its motion in limine to preclude any evidence, testimony, or argument regarding Plaintiff's damages, other than $1,934.20 in claimed moving expenses, and Plaintiff's dismissed claim because such evidence is irrelevant.

II. STATEMENT OF FACTS

Plaintiff asserted numerous claims in this lawsuit, including (1) breach of contract; (2) civil conspiracy; (3) tortious interference with contract; (4) defamation; (5) tortious interference with prospective business advantage; (6) religious discrimination; (7) retaliation; (8) aiding and abetting defamation; and (9) negligent supervision. *See generally* Pl.'s Am. Compl. (Index # 36). Plaintiff claimed damages for relocation expenses, property damage to his motorcycle, increased medical expenses, medical injuries, and emotional distress. *See id.* at p. 16.

After the HRA's motion to dismiss, this Court dismissed all of Plaintiff's claims aside from his breach of contract claim. *See* Order and Memorandum at p. 51 (Index # 96). As to Plaintiff's claimed damages, this Court stated:

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> • First, he alleges $3,500 in moving costs, such as those for a moving truck, fuel, and supplies. The Court agrees with Plaintiff that such costs were a natural consequence of the termination of the tenancy, and so may be recovered.
>
> • Second, Plaintiff alleges that his motorcycle sustained $2,000 in damages when it fell from the moving truck. That is a contingency that, as a matter of law, is not a natural consequence of the termination, and there is no reason to conclude that it could have been in the contemplation of the parties. As such, it may not be recovered.
>
> • Third, Plaintiff alleges increased medical costs, because it is harder and more expensive to get the same medical treatments now that he lives in a new place, farther from a metro area, as compared to when he lived in Fergus Falls, Minnesota. Plaintiff has offered no explanation for why he had to move to a place where his medical costs are higher. And he has offered nothing to show that the HRA would have contemplated this. Because neither causation nor foreseeability is properly alleged, these increased medical costs cannot be recovered.
>
> • Fourth, Plaintiff alleges various forms and causes of emotional distress. As explained above, damages for emotional distress are not available in a breach-of-contract action.

Id. at p. 30. The Court then allowed Plaintiff to obtain discovery on his claim for $3,500 in damages for breach of contract. *Id.* at p. 51.

Following this Court's Order and Memorandum on the HRA's motion to dismiss, Plaintiff served supplemental initial disclosures claiming damages totaling $4,204.00, including:

> Uhaul Truck: $1588.00.
>
> Fuel: $833.00.
>
> Lodging: $99.00.
>
> Windshield: $189.00.
>
> Combination switch: $453.00 (not yet replaced).
>
> Crash bars lower: $454.00.
>
> Crash bars upper: $247.00.

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Hand guards: $214.00.

Fasteners for windshield: $14.00.

Mirror left: $63.00.

Thread chaser for crash bars install: $34.00.

Turn signals: $16.00.

Arm injury: Freebie per the Honorable Judge Miller. An eye-for-an-eye and wound-for-a-wound compensation is before The Authorities and imminent.

See Ex. 1 to Decl. of Jack M. Buck ("Buck Decl.") at p. 2. Plaintiff has only provided documentation for expenses totaling $1,934.20 from June 5, 2023, through June 7, 2023, for a U-Haul, hotel, and gas station expenses. *See* Ex. 2 to Buck Decl.

III. LAW AND ARGUMENT

A. This Court must prohibit any evidence, testimony, and argument regarding Plaintiff's damages, other than $1,934.20 in moving expenses, and Plaintiff's dismissed claims because such evidence is irrelevant and inadmissible.

"Relevant evidence" means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence. Minn. R. Evid. 401. Evidence which is not relevant is not admissible. Minn. R. Evid. 402.

Evidence may also be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, misleading the jury, considerations of undue delay, waste of time, or needless presentation of cumulative evidence. *See* Minn. R. Evid. 403. Evidentiary rulings concerning materiality, foundation, remoteness, relevancy, or the cumulative nature of the evidence are within the trial court's sound discretion and will only be reversed when that discretion has been clearly abused. *Johnson v. Washington Cnty.*, 518

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N.W.2d 594, 601 (Minn. 1994). This Court should prohibit any evidence, testimony, or argument regarding Plaintiff's damages, other than $1,934.20 in claimed moving expenses, and Plaintiff's dismissed claims because such evidence is irrelevant to Plaintiff's remaining claim.

1. This Court should prohibit evidence, testimony, and argument regarding Plaintiff's claimed damages above $1,934.20.

Plaintiff should only be permitted to introduce evidence, testimony, or argument regarding $1,934.20 of damages towards a U-Haul, lodging, and gas station expenses. Plaintiff's claimed physical injuries and damages to his motorcycle are irrelevant to his breach of contract claim and must be excluded under the Minnesota Rules of Evidence.

In general, extra-contractual damages are not recoverable for breach of contract except in those rare cases where the breach is accompanied by an independent tort. *Lickteig v. Alderson, Ondov, Leonard & Sween, P.A.*, 556 N.W.2d 557, 561 (Minn. 1996). Liability for breach of contract requires proof that damages resulted from or were caused by the breach. *Border State Bank of Greenbush v. Bagley Livestock Exch.*, 690 N.W.2d 326, 336 (Minn. Ct. App. 2004); *see also Faust v. Parrott*, 270 N.W.2d 117, 120 (Minn. 1978) (As a prerequisite to recovery it was incumbent on plaintiffs to prove the amount of the damages they sustained). Speculative, remote, or conjectural damages are not recoverable at law. *Lassen v. First Bank of Eden Prairie*, 514 N.W.2d 831, 839 (Minn. Ct. App. 1994). Damages must be ascertainable with reasonable exactness and may not be the product of benevolent speculation. *Faust*, 270 N.W.2d at 120. There is no general test for speculative or conjectural damages; such matters should usually be left to the judgment of the trial court. *Henning Nelson Constr. Co. v. Fireman's Fund Am. Life Ins. Co.*, 383 N.W.2d 645, 653 (Minn. 1986).

In this case, Plaintiff appears to be claiming damages totaling $4,204.00, including:

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Uhaul Truck: $1588.00.

Fuel: $833.00.

Lodging: $99.00.

Windshield: $189.00.

Combination switch: $453.00 (not yet replaced).

Crash bars lower: $454.00.

Crash bars upper: $247.00.

Hand guards: $214.00.

Fasteners for windshield: $14.00.

Mirror left: $63.00.

Thread chaser for crash bars install: $34.00.

Turn signals: $16.00.

Arm injury: Freebie per the Honorable Judge Miller. An eye-for-an-eye and wound-for-a-wound compensation is before The Authorities and imminent.

See Ex. 1 to Buck Decl. This Court has already determined that Plaintiff's damages to his motorcycle were not a natural consequence of the lease non-renewal. *See* Order and Memorandum at p. 30 (Index # 96). Likewise, there is no evidence whatsoever, nor could there be, that the arm injury was caused by the alleged breach of contract. Any evidence, testimony, or argument regarding Plaintiff's alleged physical injuries or damages to his motorcycle are irrelevant and must be excluded under Rule 402.

Furthermore, although Plaintiff has vaguely claimed $3,500 in damages for moving costs, Plaintiff's bank records establish that Plaintiff incurred only $1,934.20 for a U-Haul, lodging, and gas stations expenses. *See* Ex. 2 to Buck Decl. As Plaintiff's claimed damages must be ascertainable with reasonable exactness, Plaintiff should be prohibited from

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introducing evidence, testimony, or argument to damages above $1,934.20. *See Faust*, 270 N.W.2d at 120. Introduction of evidence, testimony, or argument for additional damages would be irrelevant. Even if there was somehow probative value to introduction of additional damages, the limited, if any, probative value would be substantially outweighed by the dangers of unfair prejudice, confusion of the issues, misleading the jury, and waste of time. Accordingly, the HRA respectfully requests this Court grant its motion in limine to preclude any evidence, testimony, or argument regarding Plaintiff's alleged physical injuries and damages to his motorcycle and limit the evidence, testimony, or argument of Plaintiff's damages to $1,934.20 for a U-Haul, lodging, and gas stations expenses.

2. This Court should prohibit any evidence, testimony, and argument regarding Plaintiff's dismissed claims.

Evidence is relevant only if it has a tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence. *See* Minn. R. Evid. 401. The only facts of consequence in this case are whether the Plaintiff or the HRA breached the lease agreement and if so, what damages were caused by the breach.

Evidence, testimony, and argument regarding Plaintiff's dismissed tort claims are not of consequence to the determination of this breach of contract action and thus irrelevant. This Court should prohibit any evidence, testimony, and argument regarding Plaintiff's dismissed tort claims under Rule 402. Even if evidence regarding Plaintiff's dismissed tort claims were somehow relevant to his breach of contract claim, the limited, if any, probative value would be substantially outweighed by the danger of unfair prejudice, confusion of the issues,

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misleading the jury, and waste of time. Accordingly, this Court should further prohibit any evidence, testimony, and argument regarding Plaintiff's dismissed tort claims under Rule 403.

IV. CONCLUSION

For the foregoing reasons, the HRA respectfully requests this Court grant its motion in limine to preclude any evidence, testimony, and argument regarding Plaintiff's damages, other than $1,934.20 in claimed moving expenses, and Plaintiff's dismissed claims because such evidence is irrelevant to Plaintiff's breach of contract claim.

Dated this 16th day of September, 2026.

VOGEL LAW FIRM

/s/ Jack M. Buck

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