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STATE OF MINNESOTA DISTRICT COURT

COUNTY OF OTTER TAIL SEVENTH JUDICIAL DISTRICT

- -

Stephen Roy Svendsen,

Plaintiff,

vs.

Pamela Joy Minten, Ken Laney, Mikel Bruce Olson, Fergus Falls HRA Christopher Harold Harig, Ryan Muchow, City of Fergus Falls,

Respondent.

Appellate Court File:
District Court File: 56-CV-24-1426

Transcript of Proceedings

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MOTION HEARING

- -

The above-entitled matter came before the Honorable Kevin M. Miller, Judge of District Court, at the Otter Tail County Courthouse, Fergus Falls, Minnesota, on December 9, 2024, via Zoom technology.

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APPEARANCES

For the Petitioner:	Petitioner appeared pro se.	
For the Defendants: Pamela Joy Minten Mikel Bruce Olson Fergus Falls HRA Ken Laney	Jack Buck Mackenzie Hertz 218 NP Avenue Fargo, ND 58107	
For the Defendants: City of Fergus Falls	Kendra Olson 110 N. Mill Street Fergus Falls, MN 56537	

Dana Eifert
Official Court Reporter

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(Proceedings commenced.)

THE COURT: All right. At this time, the Court will call the matter involving Stephen Svendsen versus Pamela Minten, et al.; file 56-CV-24-1426.

I have Mr. Svendsen on the screen. I just want to confirm that he can hear me.

(No response from the Plaintiff.)

THE COURT: Mr. Svendsen.

THE PLAINTIFF: (Inaudible.)

THE COURT: There we go. I unmuted you. You can hear me, sir?

THE PLAINTIFF: Yes, Your Honor.

THE COURT: All right.

I have Ms. Olson, Ms. Hertz, and Mr. Buck present on behalf of the Defendants.

I'm just going to let everybody know, I've heard -- outside of my chamber's window is a set of train tracks about fifty feet to seventy-five feet away, and I've heard the train horn. What'll happen is if they get coming by and they're doing that, it will drown out the proceedings for me, so I may have to call a pause. So if I tell everybody to hold on, that's what it is because it'll become so loud that I cannot conduct the hearing.

So we are here today on several motions that have been filed. The Court has had the opportunity to review

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all of the motions and any attachments that were submitted. So we're going to begin that hearing on the motions. I'll just let everyone know, the Court will not consider anything that was argued at a previous hearing. So today will be the day that the Court will hear the argument.

So I'm going to first turn, just because it's the way on my screen, I'm going to turn to Ms. Olson first for her position.

MS. OLSON: Thank you, Your Honor.

I believe these issues have been well briefed, so I will be short. But what it boils down to in this case is that Mr. Svendsen claims that the Fergus Falls Fire Department's non--, like, the fact that they didn't create some kind of report in response to showing up to a apartment building where they found nothing of note and nothing wrong is somehow, somehow, creates a cause of action. And it doesn't. There's no special duty. There's no -- that establishes a negligence claim. And even if there were some kind of duty, Fergus Falls Defendants, Mr. Harig, Mr. Muchow, and City of Fergus Falls are entitled to official immunity because their acts were discretionary in how they should perform their duties for the fire department.

Mr. Svendsen has repackaged this single decision to

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simply not create a report in response to showing up to the apartment and finding nothing into some kind of civil conspiracies. He's alleged aiding and abetting, negligent supervision, but every one of these things is premised on the idea that their failure to or their failure to make a report is somehow actionable. And it isn't.

So I'll rely on my briefing, Your Honor. There's simply no duty; even if, even if this were some kind of wrongful act, which, again, it isn't, my clients are entitled to official immunity. Thank you.

THE COURT: All right. And I'll turn to -- Ms. Hertz, are you going to be arguing?

MS. HERTZ: Yes, Your Honor. Thank you.

THE COURT: All right. You may proceed.

MS. HERTZ: Thank you, Your Honor.

As Ms. Olson indicated, this matter has already been extensively briefed, and so I will try to be respectful of the Court's time given that the Court has reviewed extensive materials in this matter and not simply regurgitate what we've already put before the Court. I think a little bit of factual background is helpful to evaluating the claims as to the HRA Defendants, though, Your Honor. So I will cover some of that.

This all stems back to years ago, at this point,

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where Mr. Svendsen was a tenant of the Fergus Falls HRA. In his capacity as a tenant, he was very difficult. And we can find that in the matters that have been embraced by the pleadings and therefore are a part of the pleadings themselves. I would direct the Court's attention primarily to Exhibit 46 of index number 39, which are, again, exhibits attached to the Plaintiff's most recent pleading; and are therefore a part of the pleading themselves. And that really provides a nice timeline, Your Honor, of Mr. Svendsen's abuse of the HRA, itself, its employees, other tenants, and then, unfortunately, even third parties such as the Fergus Falls -- the Fergus Falls Fire Department, other entities that would come into the HRA to provide services to the individuals living there. And it was extensive and to the point where it was disruptive.

Throughout his tenancy, the HRA attempted to accommodate Mr. Svendsen. Again, all this is embraced by the pleadings and assumed to be true at this stage. They moved him to a different apartment when he first made complaints about dogs barking. And then he turned his complaints about his neighbor, who had a medical issue, having medical alarms that were too loud. And then finally, the last complaint, which came about a year before his non-renewal; I don't have the exact timeline

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in front of me, so I may be off by a few dates there. But finally, the last complaint that he had related to there being rubber duckies and Big Mouth Billy Bass trout fish in the hallway, which he deemed to be some sort of religious shrine.

The HRA worked hard to accommodate Mr. Svendsen, but at the end of the day it just was not the type of harassment and behavior that it could tolerate, and since they made the decision then to not renew his lease, he has continued his abuse just in a different format. Now, we're dealing with that abuse through the judicial system with vexatious litigation.

It started, Your Honor, back in Federal District Court where he sued the HRA Defendants for virtually identical claims. After some procedural gymnastics, due to similar behaviors as we're seeing in this forum, the Federal District Court finally disposed of the federal claims, and simply declined to exercise supplemental jurisdiction over the state law claims. That by no means was a blessing of those state law claims. It's just an ordinary exercise of federal jurisdiction. The Court did not have original jurisdiction over the state law claims, declined to exercise supplemental jurisdiction, and now here we are. With, again, virtually identical claims to be resolved by Your Honor. Hopefully, in the same manner

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as the Federal District Court chose, which is to find, despite the volume of materials submitted to the Court, Mr. Svendsen has not stated any claim upon which relief can be granted. He has not stated a claim for breach of contract. He has failed on numerous of the essential elements of those claims.

The first essential element that I'll draw the Court's attention to is that a plaint-- the Plaintiff himself breached the lease. Once a plaintiff breaches the lease, he can't state a claim for any subsequent breach, alleged breach by my clients. He also cannot identify any damages that could be traced to the HRA Defendants from an alleged breach of this lease, because, again, anything that the Plaintiff has experienced as is identified in his own pleadings is the result of his own misconduct resulting in the non-renewal of the lease.

He also, similarly, Your Honor, has not stated a claim for any tortious interference with contract. I think the most important point there in terms of if we're looking at essential elements that are just not found in the amended complaint, that are, just aren't stated in the amended complaint. A tortious interference of contract claim can't exist because the contract that he alleges the HRA Defendants interfered with is their own contract. A party can't interfere with their own

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contract, so we don't have tortious interference with contract claim.

Another big claim that takes a lot of briefing here, Your Honor, is the religious discrimination and retaliation claims. He claims that the HRA didn't renew his lease because they were discriminating against him on the basis of his religion. That's simply not supported in any of the proceedings that have been before this court. This is an identical claim to the claim under federal housing discrimination acts that the Federal District Court disposed of. In finding that, despite the large volume of materials presented by plaintiff, he simply has not stated any religious intent on behalf of the HRA in not renewing his lease. He has drawn non-- no connection in his pleadings between HRA's decision to not renew his lease and his religion. First and foremost, on that point is the fact that the bulk of the material before the Court, again, this can be found in index number 39, Exhibit 46, shows that the motivation was from the Plaintiff's own harassment of the HRA and its other tenants.

Moving to the defamation claim, Your Honor. Again, following the termination of his lease, Mr. Svendsen has been attempting to use the judicial system to continue his harassment of my clients. As part of that, he sought

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counsel with legal services of some kind, some pro se service to help an indigent individual, and the legal services attorney declined that representation. He says that is somehow defamation because part of the reason she declined -- the legal services attorney -- declined the representation is because the HRA Defendant supplied the plaintiff with a copy of his own file. Well, you have lots of essential elements there, Your Honor, where you just aren't stating a claim for defamation.

The first being that the HRA didn't -- didn't publish his statements to a third party. They shared his own tenant file with the Plaintiff himself; he chose to share that with prospective counsel. They declined representation. So he fails on the essential element that the HRA published any statements about him.

Second, Your Honor, he just simply can't show any damages that trace to that defamation claim. The Federal District Court made that finding as well before it ultimately declined to exercise supplemental jurisdiction over the state law claims.

The remainder of his claims are pled similar as they are against the Fergus Falls Defendants in forms of civil conspiracy, aiding and abetting; all these claims for failure to identify a sufficient underlying tort to support them, and for many of the reasons that Ms. Olson

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has already identified.

Overall, Your Honor, we've had a lot of pleadings before this Court, and none of them state any viable claim against the HRA Defendants.

Before I conclude my argument, I will address the other motion that the HRA put before this Court, and that was a motion for relief on a technical error with service. One of our documents, Your Honor, somehow was served only by mail. We've been trying to serve the plaintiffs in numerous forums to ensure that he gets copies of everything. We know he got copies of everything because he's sending letters complaining about different forums in which he's receiving things.

There were multiple filings on one day, Your Honor. Somehow one of them didn't have the electronic service accompanied with it. I'm not sure how that technical happened, but rest assured that that wasn't any sort of intentional misconduct or attempt to harm Mr. Svendsen. We're pleased to know that he did receive copies of all of our filings, and that they were served through mail and multiple other forums.

So with that, Your Honor, we'd be happy to answer any questions that you may have.

THE COURT: All right. Actually, I'm going to turn, at this time, to Mr. Svendsen. This is your

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opportunity to present and argue on all of the motions that have been filed. So sir, you may proceed.

THE PLAINTIFF: Thank you, Your Honor.

I'm going to rely for the most part on the papers, Your Honor. Ms. Hertz, I'll start with her. She misstates just about everything that she says in regard to the papers. They have never, in the state action, responded to the actual claims. For instance, the defamation claim alleges that Pam Minten spoke with the attorney that was considering representing me. And was in the first stages of representing me. And that immediately after that conversation, without contacting me, and without getting any documents from me, she declined representation. She also spoke with other attorneys in her organization about what Ms. Minten had told her about me, which was a reflection of the harassment allegations. Several days later, I first received the documents. And so there was actual defamation that occurred, and it was defamation per se, Your Honor. So damages, as Ms. Hertz probably knows, don't need to be proved. They're assumed. And so on the defamation claim, Ms. Minten was acting in her own self-interest, the complaint alleges, to shield herself from the repercussions of illegal activity in conspiring with individuals to conceal illegal matters that were going on

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at Riverview Heights, that were a danger to tenants and to first responders, for instance, firemen.

In addition, on the defamation claim, Minnesota is a state, Your Honor, that allows for self-publication. Defamation claims for self-publication. In other words, if something is in my tenant file or my personnel file that is defamatory per se, and I feel I need to publish it to a prospective employer or prospective landlord, then that constitutes defamation per se in Minnesota.

I'll move on to *Cracraft*, which is the case that the City has argued disallows the negligence claim. And I provided, within the last hour, an exhibit I wanted to prefer to Your Honor at hearing and that I am prepared to read. It's a three- or four-page document, in its final form here on my end, and the text has been made available to Defendants and to the Court via Court Administration. I don't know if Your Honor has seen it.

THE COURT: It's, it's not in my file. What, what is it? You say it's an exhibit, but you want to read from me? I mean, is it like, is it a written statement or argument or what is it?

THE PLAINTIFF: Well, it's an argument on *Cracraft*, Your Honor. It quotes directly from *Cracraft*, line by line, and then comments on it. It's three or four pages, and the part that I would read, the exhibit

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that I provided to Court Administration and Defendants, is more fleshed out than that, and it entails the entire substance of the text. It goes directly to the City's arguments against the negligence claim, and, ah, so that was, that was provided to them as a courtesy so that they could follow along with it, if they wish. It's very easy to read and understand. So it goes directly to -- *Cracraft* was a landmark case in negligence claims, and it's greatly cited. It goes on way beyond *Cracraft* and the facts in *Cracraft*, and makes a number of comments on Minnesota negligence claims, and claims in the Eighth Circuit as well. So that is what is available to Your Honor through Court Administration. I emailed them the document with an explanation this morning. I've called it Exhibit 66.

THE COURT: And you emailed it? You didn't electronically file it in MNDES?

THE PLAINTIFF: I didn't feel I was allowed to file it, Your Honor, because of -- it was intended to be an exhibit at hearing, and I didn't have a way to convey it directly to Your Honor without filing it. I couldn't just serve the Court, as far as I knew, or bring it with me because this is a remote hearing, and tried to prefer it that way to the Court.

THE COURT: I'm going to allow, just, you may

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argue what you want to argue on your motions here today, sir. So go ahead.

THE PLAINTIFF: Okay. So this is reading from *Cracraft* --

THE COURT: Well, and I, I don't -- and I don't to read the -- read the case to me. I'll be able to do that on my own. So I don't want you just reading the case. You know what I mean, sir?

THE PLAINTIFF: Well, this isn't actually reading the case, Your Honor. It's points that I've condensed --

THE COURT: Okay.

THE PLAINTIFF: -- from the paragraphs. Yeah. So this is the reading version of it. The other version is longer; that includes the text of the case.

THE COURT: All right. You may proceed.

THE PLAINTIFF: Okay. Thomas Cooley's treatise has cited in *Cracraft vs City of St. Louis Park,* explains that a general duty owed to everyone becames (sic) actionable only when an individual is specifically affected, creating a personal duty to that individual. Here, Svendsen was in a position where he depended on the City to perform its routine duty. The City failed to do so, leading to the harms that arose from the HRA's refusal to review his lease on September 15, 2022.

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The following points derive from *Cracraft v. City of St. Louis Park*, where the court outlined four factors indicating when a municipality's shifts to protecting others, with actual knowledge of a dangerous condition being a key consideration. First, in *Cracraft,* the court stated knowledge of a dangerous condition is a factor tending for a duty of care. In our case, Inspector Olson and Chief Harig had knowledge of the hazard. Both men understood Svendsen was alleging it was a religion-based harassment that was also creating a safety hazard and municipal code violation.

Second, if there was a reasonable reliance on an inspection. Here, Svendsen relied on the inspection to create a record -- on the inspector to create a record as had been done for precisely 271 other calls during that year. Of these calls, 46 were fire-related, demonstrating that the 271 total included inspections that were conducted and documented.

Third situation. *Cracraft* identifies can be an ordinance or statute that creates an actionable duty of care. In our case, municipal codes are in place to protect residents of multi-unit residential buildings. These laws also serve to safeguard emergency responders attending to fires in such structures.

In *Hanson v. St. Paul*, the court held that due care

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must be used to avoid increasing risk of harm from unprovoked attacks. In this case, Harig understood that Svendsen faced harm from a property manager alleged to be relentless in violating legal standards and covering up illegal conditions at her property. This knowledge placed Harig in a position similar to the city officials in *Hanson*, creating a duty to act on behalf of Svendsen to mitigate the risk posed by the property manager's unlawful actions.

Knowledge of code violations can create a special duty as found in *Campbell v. Bellevue.* Fergus Falls City employees knew of Minten's code violations but failed to document or report them. A routine step that could have triggered accountability and prevented harm. This inaction deprived Svendsen of evidence to support his claims and directly contributed to his injuries, underscoring the City's breach of duty.

If the factor of alliance is presented as in *Smullen v. New York*, it can indicate a duty of care. Svendsen relied on the creation of a report to protect him against ongoing lease breaches by a HUD landlord. Without such a report, he suffered harm, including threatened eviction, mental distress, and other harms detailed in the amended complaint. The landlord, believing there was no record to substantiate Svendsen's

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claims, felt empowered to proceed with eviction and conceal her violations. A documented report would have negated any basis for refusing to review Svendsen's lease and expose the landlord's wrongdoing.

A statute or ordinance can create a duty of care as found in *McCorkell v. City of Northfield*. Fergus Falls fire codes are designed to protect residents of multi-unit residential buildings and emergency responders addressing fires in those structures. Svendsen relied on the City's standard procedure, which it publicly espouses and published, namely, the meticulous documentation of every call for service. By deviating from this established process and failing to ensure a record was made of the HRA's ordinance breaches, the City Defendants neglected their duties and exposed Svendsen to harm.

Runkel v. City of New York states that statutes contain mandatory acts for the benefit of a class of persons can create a duty. Svendsen was a tenant in a HUD property subject to specific federal obligations imposed on its landlord and manager. As a municipal employer responsible for inspecting fire code violations, Olson had a duty to create a record of the inspection. By failing to do so, Olson effectively enabled the HRA's breach of the lease, undermining the protections afforded to Svendsen under HUD regulations.

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Restatement of Torts states that reasonable care must be present to avoid increasing the risk of harm. Inspector Olson increased the risk of harm to Svendsen by failing to create a record Svendsen could use to document ongoing lease violations and preferential treatment from the religion of witchcraft.

In denying the court -- in denying, the court in *Cracraft* stated there was no evidence in the record of the knowledge of danger. But in our case, Fergus Falls Inspector Olson had clear knowledge of the reported violations. Harig also had clear knowledge because Svendsen sent him time-stamped pictures of the violations. In denying the court -- in denying, the court in *Cracraft* found no reliance was present. But noted that reliance, if present, can establish the duty of care. Svendsen relied on the presumption that a record would be kept to validate his claims of religious persecution and ongoing lease violations by Property Manager Minten. Svendsen also reported both issues to Inspector Olson, who handled the initial call and inspection, and to Chief Harig, whom Svendsen trusted to investigate the missing record.

And all that was from *Cracraft,* with my comments at 806, 807, Your Honor.

I can move on to the other motions I have,

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Your Honor.

THE COURT: Yep. You can do that.

THE PLAINTIFF: Okay. The motion to compel the HRA, Your Honor, speaks for itself. I simply want the Court to enforce the rules of civil procedure and the general rules of practice against the HRA. I'm not asking for a default judgment, but I am asking that it be ordered to answer the complaint because they have not filed a -- there is no motion pending against the amended complaint. And that is supported by a memorandum. They first filed their tardy memorandum, which was the subject of their -- their motion for relief. That was late. And it also did not have a motion it was supporting. The HRA did not file a motion against the amended complaint until several weeks ago, Your Honor. And they have not filed anything to support it, so it was a late motion. It was called an amended motion, and it was the first time that the HRA Defendants mentioned the new claims or mentioned Defendant Ken Laney, and so they were filing, and in the briefs it's articulated very well. So I will leave it at that.

The other motion that I have is a motion to clarify, Your Honor. And these are all related, or these two are certainly related, Your Honor. I was concerned about what happened at the hearing that was scheduled for -- to

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argue Rule 12 motions against the complaint. And, ah, but the main concern coming out of that is -- the Court can address here and resolve -- and that is that the HRA Defendants were not given a pass on fulfilling the Rules of Civil Procedure. They needed to file a motion against the amended complaint. And they needed to supporse (phen) -- support it with a timely memorandum, which would be 28 days before this hearing, Your Honor. They did neither. And so the HRA is in violation, and the Court can order them to file a response to the complaint, the amended complaint, Your Honor.

And let me just quickly check my notes here. The main issue with Ms. Hertz's long speech, Your Honor, is that they make these -- they have in their writings and in the civil speeches I've heard, they make these general comments that are unsubstantiated by the papers, either in my papers or in their papers. They are totally inaccurate, and, um, the -- just for example, the -- on the breach of contract claim, Your Honor, they completely do not deal with any of the requirements that are in the amended complaint for a HUD lease. And one of the paramount ones in our facts is that if I had harassed anyone, even once, if I was guilty of statutory harassment, the HRA had an obligation to inform me of that. And if it wasn't black and white, they had an

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obligation to say, listen, this conduct is, is not acceptable, and if you don't stop it, we're going to not renew your lease; but they didn't do that, Your Honor, because the things that are -- that they're citing as problematic were all lease violations. There were just numerous issues, and it was congenial for the most part. It was able to be kept congenial with Ms. Minten. But it was just a lot of stuff going on.

The first day I moved into the unit, Your Honor, the windows -- it was like twenty degrees below zero with a forty-degree windshield, and there was no ventilation in unit 606, and if you take a shower in those conditions, Your Honor, then ice forms on the window almost immediately. And then because the heat registers are under the window, it begins to melt. And that had been going on for years. And I don't know how long. Maybe ten or twenty years even. And so the heat -- the vents in the bathroom had been disabled. The levers on them had been disabled and closed. And so there was zero ventilation, which is a, which is a statutory HUD requirement, and that is identified in the amended complaint, Your Honor. So the first day that I moved in, the HRA was in violation of the lease. And there was then, much later, an inspection to that effect. And that's in the record as well. And with that, I'll close,

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Your Honor.

THE COURT: All right. Ms. Olson, any brief response?

MS. OLSON: I'd just like to note that Mr. Svendsen, if I heard him correctly, indicated that my clients relied on *Cracraft*, that, that is not the case. The Plaintiff has alleged that *Cracraft* somehow establishes a duty to create a report. There is no such duty. There's no duty to generate specific records, or generate particular records, or generate records sometimes but not others. That is all well within discretionary acts. *Cracraft* stands for the proposition that a municipality can establish a special duty through particular actions or voluntarily assuming a duty. But, again, we're talking about a duty to protect. Mr. Svendsen is not alleging any kind of personal injury or any kind of injury that came out of the direct actions of my clients. He's alleged that my clients didn't create a report, and that didn't create -- and by not creating a report they've somehow harm-- physical harmed him. And it simply can't be true. *Cracraft* doesn't support that outcome either. And even if it did, again, when we're talking about negligence and official immunity, official immunity doesn't ask the question whether or not the actor was negligent or not. Official

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immunity only asks whether or not the person was engaged in a discretionary action or not. And if they were engaged in discretionary acts in carrying out the day-to-day work of their office, then they are immune from suit. And it's -- Mr. Muchow, Mr. Harig, are immune from suit, and the City of Fergus Falls is likewise immune from suit. Thank you.

THE COURT: Ms. Hertz.

MS. HERTZ: Yes, Your Honor. Only briefly.

Plaintiff takes issue, again, with us re-applying the original motion to dismiss as to the amended complaint. In our -- one of our most recent briefings, we cited authority from the Minnesota Court of Appeals in *Martin vs. Mid-America Festivals*, expressly acknowledging that it is appropriate to reassert an original motion to dismiss as to an amended complaint, which we have done.

He says we have simply not responded to anything about the added defendant, Ken Laney, and the additional claims. That's simply not true. We did that both in our supplemental brief in support of the motion to dismiss, which expressly, on our behalf, reapplied our original motion to dismiss as to the amended complaint. We did it again in our reply brief in support of the motion to dismiss being applied to the amended complaint, and in light of the various motions and letters from

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Mr. Svendsen, out of an abundance of caution, we did file, as he acknowledged, several weeks ago, a amended notice of motion and motion applying, again, a motion to dismiss as to the amended complaint.

We have responded fully and exhaustively to, I think we're on our seventh pleading, if you count the ones in federal court. We have done so, and we'd ask Your Honor to fully consider our motion to dismiss as to the effective pleading, the operative pleading before the Court.

Thank you, Your Honor.

THE COURT: All right. Mr. Svendsen, any final response?

THE PLAINTIFF: Yes, Your Honor. I'd just make a brief comment on *Cracraft*. That it is a landmark decision, and it doesn't -- it really fleshes out the issue from a number of different action -- directions of municipal negligence. And what's required for a duty of care. It goes at it from a number of different angles.

And in regard to Ms. Hertz and her comment that it's appropriate to let an amended -- to not file a motion against an amended complaint, I direct Your Honor to index 89. It's a reply to the motion to compel. And I'll just read it here: The Eighth Circuit has held that as a procedural matter, it is plainly erroneous for a

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district court to grant a motion to dismiss and then deny any motion to amend as moot without consideration of the merits of the motion to amend. And that's *Besett vs. Wadena*. Another one is, A general proposition, if a defendant files a motion to dismiss and the plaintiff later files an amended complaint, the amended plaintiff -- the amended pleading renders the defendant's motion to dismiss moot, and that is *Onyiah v. St. Cloud*, and it was cited in *Pure County, Inc. v. Sigma Chi Fraternity,* and *Thompson v. Westmor Industries* in 2017. There are only two other districts that allow for a -- an original motion to dismiss to be applied to an amended complaint. And that's under special circumstances, and the -- again, the index 89, my reply, fleshes this out beginning on page five in the section titled, The Federal Courts. And with that, I'll close.

THE COURT: All right. At this time, (clears throat), excuse me, the Court will take this matter under advisement and will issue an order within the timeframes allowed. While this order is pending, the Court's going to order that there be no discovery or anything like that by either party until the Court has had the ability to review and address the issues presented and all of the motions.

All right. Thank you, everyone, and that will

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conclude the hearing here today.

THE PLAINTIFF: Thank you, Your Honor.

MS. HERTZ: Thank you, Your Honor.

MS. OLSON: Thank you, Your Honor.

(Proceedings concluded.)

MINNESOTA JUDICIAL BRANCH

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STATE OF MINNESOTA DISTRICT COURT

COUNTY OF OTTER TAIL SEVENTH JUDICIAL DISTRICT

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Stephen Roy Svendsen,

Plaintiff,

vs.

Pamela Joy Minten, Ken Laney, Mikel Bruce Olson, Fergus Falls HRA Christopher Harold Harig, Ryan Muchow, City of Fergus Falls,

Respondent.

Appellate Court File:
District Court File: 56-CV-24-1426

Reporter's Certificate

- -

I, Dana Eifert, hereby certify that I am an official court reporter in the Seventh Judicial District of the State of Minnesota; that as such reporter I digitally recorded the proceedings in the above-entitled action; that I thereafter transcribed to typewriting the foregoing transcript from the digital recordings taken in Otter Tail County, Minnesota on December 9, 2024; and that the foregoing transcript consisting of twenty-six (26) pages, constitutes a full, true, and accurate transcription of said proceeding.

Dated: September 30, 2026

/s/ Dana Eifert

Dana Eifert
Electronic Court Reporter
c/o Otter Tail County Courthouse
121 West Junius Avenue
Fergus Falls, MN 56537
Telephone: 218-560-7068