

COURT OF THE SHAKOPEE MDEWAKANTON SIOUX COMMUNITY

COUNTY OF SCOTT

STATE OF MINNESOTA

Ronald Welch, Cigarette)
Commissioner, Leonard Prescott,)
Chairman, Shakopee Mdewakanton)
Sioux Community,)

Plaintiffs,)

vs.)

Norman M. Crooks, d/b/a/)
Crooks Smoke Shop; Lucky)
Lady Casino,)

Defendants.)

MEMORANDUM OPINION

No. 003-88

The Plaintiffs in this matter seek a Preliminary Injunction, under the Community's gaming control and cigarette sales licensing ordinances, and under Rule 29 of this Court, against the Defendants, restraining them and all others acting in concert with them from continuing to operate a casino and a cigarette sales facility on the Shakopee Mdewakanton Sioux Reservation ("the Reservation"). The Plaintiffs also seek an order restraining the Defendants and others acting in concert with them from interfering with the Plaintiffs' access to a billboard on lands within the Reservation occupied by the Defendant Norman M. Crooks. The Defendants resist the Motion on a number of grounds. As the detailed recitation below reveals, the factual and legal context of this litigation is complex and hotly disputed.

The Order of the Court which accompanies this Memorandum grants the Plaintiff's Motion as to the casino facility and, in some measure, as to the billboard, and denies it as to the cigarette sales facility. This Memorandum discusses the

materials which have been placed before the Court, and the significance which the materials have had in the Court's determination.

Factual Background

Little in the materials and argument before the Court present areas where the parties agree. The parties do not agree with respect to whether the correct persons are named as parties. They do not agree as to which of three distinct gaming-control ordinances of the Shakopee Mdewakanton Sioux Community ("the Community") now is in effect to govern such businesses. And that is just the beginning. Nonetheless, the Court has found that certain fundamental facts, and certain aspects of the law, are abundantly clear, and together they justify the relief granted herein.

It is undisputed that the casino facility--the Lucky Lady Casino--and the cigarette sales facility--the Crooks Smoke Shop--presently operate, and for some time have operated, on lands within the Reservation. It is undisputed that the casino operates video gaming devices and sells "pull tabs", another form of gaming, and that the cigarette sales facility sells cartons of cigarettes to the general public. It is undisputed that the Community does not own, or have any management responsibility for, either of the two businesses. It is undisputed that the casino does not presently hold a license from the government of the Community to operate a commercial gaming facility, although the Defendants assert that the government of the Community should by law be obliged to issue such a license to the casino. And it is undisputed that the Crooks Smoke Shop does not have a license from the government of the Community to sell cigarettes on the Reservation in 1988, although the Defendants assert that a license was paid for, and that the government of the Community not only cashed the check in payment for the 1988 license, but also in 1988 has cashed other checks representing taxes imposed by the Community on such businesses.

The foregoing summary nearly exhausts the areas of agreement between the parties. The Plaintiffs allege that the Defendant Norman M. Crooks, and his agents and employees, own and operate both the casino and the cigarette sales facility. Norman M. Crooks denies that he has any ownership interest in either. Similar denials appear in affidavits which have been submitted on his behalf by Stanley Crooks and Laurene Crooks. Norman M. Crooks maintains that his wife, Edith Crooks, now is and always has been the sole owner of the Lucky Lady Casino, and the same assertion is made in an affidavit of Laurene Crooks, who states that she is the manager of the Casino. Stanley Crooks, a son of Norman M. Crooks, asserts in an affidavit that the Crooks Smoke Shop is owned by a Minnesota corporation of which he, Stanley Crooks, is a director and officer, and that at no time has Norman M. Crooks been either an officer or an owner of that corporation.

On the Plaintiff's side of the litigation, Ronald Welch asserts that he is the Cigarette and Liquor Commissioner for the government of the Community, having, he says, been appointed by the Community in July, 1986. But the Defendants deny that Mr. Welch holds that office, and assert, instead, that Ms. Lois Brewer was appointed to a two year term as Cigarette and Liquor Commissioner on September 9, 1986.

The parties also disagree with respect to which Ordinance of the Community this Court should apply, when considering whether the Lucky Lady Casino is properly in operation. The Defendants assert that the currently effective gaming ordinance is #6-24-87-004, which they claim was adopted on June 24, 1987 and has not been the subject of an effective repeal. The Plaintiffs, on the other hand, deny that ordinance #6-24-87-004 was ever validly adopted, because of irregularities which are asserted to have taken place during the meeting of the General Council of the Community when the ordinance was considered. The Plaintiffs assert, instead, that the Community's original ordinance, 003-82, as amended on March 26, 1985, remained in effect until it was repealed on September 1, 1988 by Ordinance

8-12-88-1. And in turn, the Defendants deny that Ordinance 8-12-88-1 was validly adopted, because they question the legality of the referendum proceedings by which it was placed before the Community.

The billboard in question is also the subject of a number of fundamental disputes, most particularly with respect to its ownership. The Community claims that it owns the billboard, and that it has both the right to use the sign and the right to remove it from its present location. Norman M. Crooks claims, instead, that he in fact is the billboard's owner. It at least is apparently agreed by the parties that the sign was erected on Mr. Crooks' land assignment several years ago with his permission; that the sign was paid for by the commercial bingo enterprise which is owned by the Community; and that Mr. Crooks did not himself pay for the sign. The record before the Court is unclear as to whether the payment was made solely by the Community's agent which at that time was managing its commercial bingo enterprise, or whether the Community, directly or indirectly, also participated in the payment. Mr. Crooks contends that he simply has permitted the Community to use the sign for a number of years, at first without compensation, and subsequently in return for certain payments. No documents detailing the parties' relationship with respect to the sign's ownership--no leases, licenses, deeds of gift, memoranda, or anything similar--have been provided to the Court.

In this thicket, there is at least one other fact which the parties do not dispute, though they argue heatedly over its import: The Defendant Norman M. Crooks occupies the lands on which are located the casino, the cigarette sales facility, and the disputed billboard. He has the use of those lands pursuant to a document entitled "Indian Land Certificate", dated April 10, 1964. The Certificate, which was signed by the Superintendent of Minnesota Agency of the Bureau of Indian Affairs, United States Department of the Interior, states:

TO ALL WHOM IT MAY CONCERN:

It is hereby certified that Norman Melvin Crooks, a member of the Mdewakanton band of Sioux Indians residing

in Minnesota, has been assigned the following described tract of land, viz:

[description omitted]

It is also certified that the said Norman Melvin Crooks, and his heirs are entitled to immediate possession of said land, which is to be held in trust, by the Secretary of the Interior, for the exclusive use and benefit of the said Indian, so long as said allottee or his or her heirs occupy and use said land. If said land should be abandoned for 2 years by the allottee, then said land shall be subject to assignment by the Secretary of the Interior to some other Indian who was a resident of Minnesota May 20, 1886, or a legal descendant of such resident Indian.

It is also declared that this certificate is not transferable and that any sale, lease, transfer or incumbrance of said land, or any part thereof to any person or persons whomsoever, except it be to the United States, and as herein provided, is and will continue to be utterly void and of no effect.

...

The language of this document is somewhat confusing, since it twice refers to Mr. Crooks as an "allottee". Plainly, this is an error, since the certificate by its terms does not allot the land, but rather assigns it. All allotment of Indian lands necessarily ceased in 1934, as a matter of Federal law, with the passage of the Indian Reorganization Act, 25 U.S.C. §461 (1988). What Mr. Crooks holds, then, is a land assignment, which is terminable if the land is not used by him during a continuous two-year period, and which cannot be the subject of a sale, lease, or transfer. This is consistent with the statutes under which the Shakopee Mdewakanton Sioux Reservation was established, which contemplated that property purchased for the benefit of the Mdewakanton Sioux would be held by the United States for the common benefit of all such persons, and it is also consistent with the statute by which United States government recently gave to the government of the Shakopee Mdewakanton Sioux Community the authority to issue land assignments on the Reservation, Pub. L. No. 96-557, 94 Stat. 3262 (December 19, 1980).

In the materials submitted to the Court, in two separate sets of briefs, there are certain other significant facts,

which the parties have not much discussed, but which the Court believes must be undisputed, given the source of the materials. Specifically, the materials supplied by the Defendants in opposition to preliminary relief include several documents which directly contradict statements made elsewhere by or on behalf of the Defendants. First among these are the minutes of a meeting of the General Council of the Community which took place on June 3, 1987. The minutes were supplied to the Court attached to a September 9, 1988 affidavit of Susan M. Totenhagen, which affidavit certifies the minutes' accuracy. The minutes, and an attached "Attendance List", indicate that both the Defendant Norman M. Crooks and his wife, Edith Crooks, whom Mr. Crooks contends is the sole owner of the casino, both attended the June 3 meeting. The minutes report the the following discussion took place concerning testimony to be submitted to the United States Congress in connection with that body's deliberations on a Federal statute involving Indian gaming:

Glynn Crooks moves to have the tribal attorney write up testimony of Norman M. Crooks as an individual gamer to be presented for the Washington hearings, by hand vote. (Resolution #6-3-87-004). Joe Brewer seconds. Vote taken: 18 yes, 0 no, 9 abstentions and the Chair not voting. Motion carried.

The minutes contain no indication that either Norman M. Crooks nor Edith Crooks voiced any suggestion, at that time, that the Lucky Lady Casino was in fact owned by Edith Crooks, not Norman M. Crooks.

The affidavit of Ms. Totenhagen also attaches the testimony that was prepared and presented to Congress in accordance with the just-quoted Resolution. The testimony is signed by Norman M. Crooks. In the midst of several pages of discussion concerning the effect of the proposed legislation, the testimony contains the following statements:

... I own and operate a private game on the Shakopee Reservation, under the authority and consent of the

Shakopee Mdewakanton Sioux Community.

...I have, in reliance upon the Community, invested a substantial amount of time, effort, and capital into my gaming operation.

...

/s/ Norman M. Crooks
Norman Crooks
Owner and Operator
Individual Gaming

Then, attached to an August 10, 1988 affidavit of Laurene Crooks, the manager of the casino, is a copy of a License dated July 25, 1985, signed by Ms. Lois Brewer, which states:

LICENSE FOR GAMBLING DEVICES

License is hereby granted to NORMAN M. CROOKS for the operation of Gambling Devices such as: Paddlewheels, Tipboards, Pull Tabs, Ticket Jars or other apparatus at 2390 Sioux Trail N.W. Prior Lake, MN for the term of one year or less, beginning with the 25th day of July, 1985 to December 31st of the calendar year of issuance. Subject to the ordinances and regulations of the Shakopee Mdewakanton Sioux Community pertaining thereto.

...

And finally, another attachment to the Laurene Crooks affidavit is a license, in similar terms, also signed by Lois Brewer, dated April 10, 1987, having a term from January 1, 1987 to December 31, 1987. The license runs to the Lucky Lady Casino, the address of which is 2390 Sioux Trail, N.W., Prior Lake, Minnesota--the same address as the one listed in Norman M. Crooks' 1985 license.

All of this, disclosed by the Defendants' own documents, strongly suggests to the Court that the statements, by Norman M. Crooks and others, that he does not own, and never has owned, any interest in the Lucky Lady Casino, that the casino is solely the property of his wife, are intended as a sham on the Court, and a sham not particularly well maintained, at that.

The factual situation disclosed by the documents concerning the Crooks Smoke Shop is more complex, however. Those documents contain no indication that Norman M. Crooks in

fact is an owner or operator of that facility. None of the records of the facility--memoranda, cancelled checks, and so forth--disclose any such interest. The only evidence before the Court suggests that the facility is owned and operated by a Minnesota corporation in which Norman M. Crooks has no direct interest or responsibility.

And, as was noted above, aside from the conceded facts that Norman M. Crooks did not pay for the disputed billboard, and that it is located on his land assignment, the record is bare of helpful information on that dispute.

Discussion

1. The Lucky Lady Casino. As has been noted, the Court is convinced that the arguments by Norman M. Crooks to the effect that he does not now, and never has, owned any interest in the Lucky Lady Casino are completely undercut by the documents he himself has given the Court. But that fact does not alone resolve the question presented to the Court at this stage of the proceedings--the question as to whether preliminary relief is appropriate to prohibit further operation of the casino.

The Defendants maintain that ordinance number 6-24-87-004 is the ordinance which presently governs gaming on the Reservation, and although they concede that the Gaming Commission contemplated by that ordinance has never been appointed, and that no license to Mr. Crooks or the Lucky Lady Casino has ever been issued under the ordinance, still they assert that a Commission should have been appointed, and that Commission should have been issued a license to the casino. And they contend, in the alternative, that acutally no license is necessary because, they argue, Mr. Crooks can do whatever he pleases in the way of establishing or permitting businesses on his lands--that he is not properly the subject of any control by the government of the Community.

Additionally, the Defendants argue that the casino should not be the subject of preliminary relief, in light of the

traditional standards governing the grant of such relief discussed in Dataphase Systems, Inc. v. CL Systems, Inc., 640 F.2d 109 (8th Cir. 1981). They argue that the Community is not irreparably harmed by the continued operation of the Lucky Lady Casino, because the Community's own gaming facilities have not suffered, indeed have prospered, during the time that the Lucky Lady Casino has been in existence; they argue that, assuming the Community's gaming control ordinance is being violated by the casino, still there is no irreparable harm merely because of that fact. They term such harm "intangible". They argue that the public interest lies in fostering private enterprise on Indian reservations, and that great harm will be worked to a significant number of employees of the business--not to mention the business' owner or owners--if the business is closed. They suggest that any harm to the Community caused by the casino's existence is merely economic, and consequently is compensable by money damages. They suggest that the Community is barred from preliminary relief by laches, having permitted the casino to operate for a significant period. And finally, they argue that, should relief be granted, it must be conditioned on the posting, by the Community, of a significant bond.

The Court rejects all of these arguments. In doing so, the Court finds it unnecessary to decide which of the three gaming control ordinances discussed by the parties is applicable here, because each of the ordinances clearly prohibits the operation of any gaming facility on the Reservation unless a valid license has been issued by the Community. And whatever may have been the validity of past licenses, the Lucky Lady Casino concededly has had no license to operate at least since December 31, 1987. The argument that the casino should have had a license issued by some person or entity, which perhaps does not exist but should have been appointed, runs afoul of the fact that none of the three ordinances give any person the right to compel the issuance of a gaming license. Under each of the three ordinances, the issuance of a license plainly is a discretionary act. So, even

if a Gaming Commission or other officer in fact should have been appointed, and should be available to receive license applications--even if this Court had been asked to issue, and did issue, an order of mandamus on the point--it would be wholly improper for the Court to assume that such an entity or officer, once in place, would or should issue a license to the Lucky Lady Casino.

Nor does this analysis change by virtue of the fact that the Lucky Lady Casino may have been the subject of previous licenses. It is hornbook law that--

A license confers on the licensee the right to engage in the licensed business only for the term specified. A prior expired license is functus officio and confers no rights on the licensee, except in certain cases where by statute it entitles him to a renewal on compliance with certain conditions.

13 Minnesota Dunnell's Digest,
section 5.01

None of the three gaming control ordinances which have been placed before the Court give any licensee the right to any automatic renewal, or to any particular process, when an existing license expires. Hence, the fact that the casino might have been previously licensed is wholly without legal import.

The Defendants' arguments concerning the jurisdiction of the Community's ordinances over the Norman M. Crooks land--arguments to the effect that the Community cannot exercise any control over his activities on "his land"--also are without merit. Norman M. Crooks is not a sovereign. He does not have the powers of a government, and he cannot displace or ignore the powers of the Community's government. The fact that Mr. Crooks is an Indian, and that his land lies within the boundaries of the Reservation, may mean that under certain circumstances his activities may not be the subject of certain State and local laws; and subject to the terms of his Land Assignment Certificate, he has the right to use the land he has been assigned within the bounds of the law. But his

land assignment is not a legal vacuum. Under the Community's Constitution, the Community's government has the power, inter alia:

To promulgate and enforce ordinances which are intended to safeguard and promote the peace, safety, morals, and general welfare of the community by regulating the conduct of trade and the use and disposition of property upon the reservation, providing that any ordinance directly affecting non-members shall be subject to review by the Secretary of the Interior.

Article V, Section 1(h),
Constitution of the Shakopee
Mdewakanton Sioux Community, as
amended May 22, 1980.

The exercise of this authority is entirely consistent with Federal law, which long has held that the rights of Tribal members, whether they be rights in land, treaty rights, or whatever, are subordinate to, and subject to the regulation of, Tribal governments. See e.g. Northern Cheyenne Tribe v. Hollowbreast, 425 U.S. 649 (1976); United States v. Felter, 546 F. Supp. 1002, 1022 (C.D. Utah, 1982); United States v. State of Washington, 520 F.2d 676, 690-1 (9th Cir. 1975), cert. denied 423 U.S. 1086 (1976). It also has recently received the express sanction of Congress, in the context of gaming, in sections ___ and ___ of the National Indian Gaming Act of 1988, P.L. _____. Hence, the Community can require, and has required, the issuance of a license to Mr. Crooks as a necessary precondition to his operation of his casino.

The Defendants arguments concerning the irreparable harm issue also are unavailing. In the view of the Court, irreparable injury is worked to the Community simply by virtue of the fact that its gaming control authority is being ignored. Contrary to the Defendants' assertion, the Court is of the view that open defiance of lawful regulation--at least a regulation aimed at controlling such a volatile activity as commercial gambling--itself constitutes irreparable injury to the government. It is settled law that when a government, or an agency of a government, enters a court in a civil context and

seeks injunctive relief to end activities that violate its laws, it does not stand on exactly the same footing as does the private litigant. See e.g., Government of the Virgin Islands v. Virgin Islands Paving, Inc., 714 F. 2d 283 (3rd Cir. 1983), where the Court noted that--

Numerous cases support the Government of the Virgin Islands' assertion that when a statute contains, either explicitly or implicitly, a finding that violations will harm the public, the courts may grant preliminary equitable relief on a showing of a statutory violation without requiring any additional showing of irreparable harm.

Ibid., at 286. See also, Securities and Exchange Commission v. Management Dynamics, Inc., et al., 515 F.2d 801, ad 808-9 (2nd Cir. 1975).

In the view of this Court, any of the Community's three gaming control ordinances is such a statute; so a showing that the Lucky Lady Casino is operating without a license justifies the issuance of a preliminary injunction without any further showing.

This is not to say, however, that the Court is of the view that no further showing or irreparable injury has been made. Each of the licensing ordinances which have been placed before the Court give the government of the Community the right and the obligation to inspect licensed businesses, and to review operating reports from such businesses. Given the public's interest in gaming control, the Community's government's inability to exercise those rights also constitutes irreparable injury. Further, it is reasonable to believe, as the Plaintiffs assert, that the existence of the Lucky Lady Casino has taken business, and will continue to take business, from the Community's own gaming businesses, in amounts which cannot be ascertained and which therefore are not easily compensable at law. The mere fact that the revenues of the Community's own gaming businesses have increased during the period that the Lucky Lady Casino has operated does not suggest to the Court

that the former have not been injured by the latter. It is more reasonable, in the Court's view, to believe that the Community's businesses would have grown faster, had the Lucky Lady Casino not been competing for gaming dollars.

The Court is not unsympathetic to the Defendants' arguments concerning the harm that will be worked to them, and to employees of the casino, by the Court's order. But in the Court's view, the probability is great that the Plaintiffs will succeed on the merits; the harm that the Community would suffer, should its laws continue to be flouted, is greater than the harm that will be suffered to individuals by the grant of the Plaintiffs' Motion; and the public interest in this matter lies with having the Community's laws enforced. Hence, in the balance harms contemplated by Dataphase, supra, the Plaintiffs must prevail.

The Defendants' arguments respecting laches can be dealt with in fairly short order. The Court is of the view, first, that there has been no unreasonable delay in commencing or pursuing this matter. This Court itself did not exist until early in 1988, and this action was filed, and preliminary relief was sought, not long after the Court was created. Then, following a hearing on the Plaintiffs' motion, the Court was notified that the parties were attempting to resolve their differences, and both parties requested the Court to take no action on the Plaintiffs' Motion for a period of time. When the discussions among the parties led to no conclusion, the Court was notified and proceeded with all deliberate speed to wade through the masses of materials it had received.

Further, and significantly, it seems clear the the Defendants actually have not been harmed by the delays of which they complain. Indeed, given the documents before the Court, it seems clear that with every day that has passed, they have made more money. And laches simply does not act as a bar to an injunctions against a party's continuing to profit from unlawful actions. Costin v. Shell, 280 S.E.2d 42 (N.C. App. 1981).

Lastly, the Court declines to order the Community to post a bond, as a condition to the relief it grants against Mr. Crooks and the Lucky Lady Casino. By Rule 29 of the Rules of Civil Procedure of this Court, we have adopted the provisions of Rule 65 of the Federal Rules of Civil Procedure concerning injunctive relief; and under Rule 65 of the Federal Rules, the government of the United States of America is not subject to the bond provisions that apply to private litigants. But we do not decide here whether, under our Rules, the government of the Community stands in the same position as the government of the United States in Federal Court. Instead, we look to the language of Rule 65(c) of the Federal Rules, which state that a bond should be provided--

...in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained. ...

Such bonds are available to the party against whom preliminary relief is awarded only if the underlying litigation was prosecuted maliciously and without probable cause. Lektro-Vend Corporation v. Vendo Company, 403 F. Supp. 527, at 537 (N.D. Ill. 1975), aff'd 545 F.2d 1050 (7th Cir. 1976), rev'd on other grounds 434 U.S. 881 (1977). Given the weight of the evidence recited above, it is the view of the Court that it is unlikely that action has been and will be prosecuted maliciously or without probable cause. Accordingly, the Court declines to require the Plaintiffs to post a bond.

2. The Crooks Smoke Shop. As is noted above, the Court is not able to find evidence in the record that suggests that Norman M. Crooks is the owner of the Crooks Smoke Shop. But the Plaintiffs argue that if Mr. Crooks in fact is not the owner, still one or more of the persons who have submitted affidavits to the Court in this matter have admitted that they have an ownership interest in the facility, and they therefore

have sufficient notice of these proceedings to justify this Court directing them to cease their operations. Though we recognize that it is within a court's power to restrain the actions of persons who are not named in litigation, if those persons are acting in concert with persons actually before the Court, still we are troubled by the reach which the Plaintiffs' urge the Court to make with respect to the Crooks Smoke Shop. In our view, it is a far greater reach, as to the Smoke Shop, than it is as to the Lucky Lady Casino, where we think it is apparent that Norman M. Crooks is the facility's actual owner, or at the very minimum is a sufficiently involved actor that other persons involved in the casino operation are effectively doing his bidding.


Further, while the Community's ordinance governing the sale of cigarettes gives a license applicant, or the holder of a previous license, no greater right to receive subsequent licenses than do any of the Community's gaming control ordinances, still the Crooks Smoke Shop undeniably paid for a 1988 cigarette sales license, and paid taxes to the Community on its cigarette sales for a period of months, and the Community accepted those payments. The Community only began rejecting tax payments from the shop about the time this litigation was filed. Representatives of the Shop, in affidavits, indicate that the remaining tax payments will be made, if the Community will accept them. Under these circumstances--and particularly given the acceptance by the Community of the 1988 license fee--we are unprepared to issue a preliminary injunction against the shop during what little remains of 1988.


Clearly, we wish to be understood to be making no finding whatever concerning the issuance of licenses or the operation of the Crooks Smoke Shop after December 31, 1988.


3. The Billboard. Given the facts recited above, it seems clear that none of the Defendants paid for the disputed billboard. To the Court, that is strongly suggestive of a

conclusion that the Community, or one of its businesses, owned the sign when it was erected; and the Court sees nothing in the record plausibly suggesting that title to the sign likely was transferred to any of the Defendants. So, the present situation appears to be one where a sign which probably does not belong to the Defendants, and which has been used by the Community as an important aid for its businesses, is located on the land assignment of the Defendant Norman M. Crooks. Under these circumstances, the Court is of the view that the equitable balance and the public interest lies in favor of maintaining the status quo. Mr. Crooks in the past has requested and accepted payments from the Community's business; and to require him to continue to suffer the sign's presence without such payments is unfair. Hence, to maintain the relative positions of the parties during this litigation, the Court's order directs all parties to leave the billboard where it is; restrains the Defendants from interfering with the Community's access to the sign; and directs the Community within one week to pay to Mr. Crooks an amount equal to the most recent annual payments made to him in this connection. Should this litigation continue for an extended period, the Court will consider the amounts and timing of additional payments.

Date: December 16, 1988


Honorable Kent P. Tupper
Chief Judge


Honorable John E. Jacobson
Associate Judge


Honorable Henry M. Buffalo, Jr.
Associate Judge

COURT OF THE SHAKOPEE MDEWAKANTON SIOUX COMMUNITY

COUNTY OF SCOTT

STATE OF MINNESOTA

Ronald Welch, Cigarette)
Commissioner, Leonard Prescott,)
Chairman, Shakopee Mdewakanton)
Sioux Community,)
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Plaintiffs,)
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vs.)
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Norman M. Crooks, d/b/a/)
Crooks Smoke Shop; Lucky)
Lady Casino,)
)
Defendants.)

ORDER

No. 003-88

This matter having come before the Court by the Plaintiffs' Motion for a Preliminary Injunction, and having been heard on August 11, 1988, now therefore, based on all of the facts, pleadings, and arguments herein, it is hereby ordered:

1. That the Defendant Norman M. Crooks, d/b/a the Lucky Lady Casino, their agents, employees, and all others acting in concert with them, are hereby enjoined from managing, conducting, or in any way operating bingo, video games or other electronic gaming equipment, selling pull-tabs or engaging in any other gaming activity whatsoever on the Shakopee Mdewakanton Sioux Reservation until further order of this Court.

2. That the Defendant Norman M. Crooks, his agents and employees, and all persons acting in concert with them, are hereby enjoined from interfering with, obstructing, or otherwise impeding employees and agents of the Shakopee


Mdewakanton Sioux Community from maintaining and utilizing the sign located adjacent to the Crooks Smoke Shop at the intersection of Sioux Trail N.S. and County Road 83 on the Shakopee Mdewakanton Sioux Reservation.

3. That no party to this action shall seek to remove the sign referred to in paragraph 2 of this Order during the pendency of this litigation, or until further order of this Court.

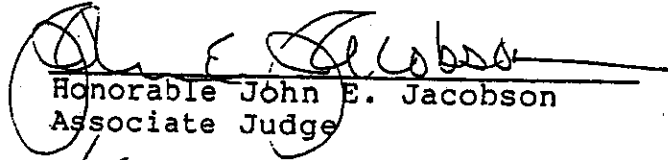
4. That within one week from the date of this Order, the Plaintiffs shall pay to the Defendant Norman M. Crooks a sum equal to the total of the annual payments most recently made to him for the use of the sign referred to in paragraph 2 of this Order.

5. That the Plaintiffs' Motion for a Preliminary Injunction restraining the Defendants from continuing to operate the Crooks Smoke Shop, Inc. during the remainder of calendar year 1988 is denied.


Date: December 16, 1988



Honorable Kent P. Topper
Chief Judge



Honorable John E. Jacobson
Associate Judge



Honorable Henry M. Buffalo, Jr.
Associate Judge