

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

ST. MICHAEL'S MEDIA, INC.,
Plaintiff

v.

THE MAYOR AND CITY COUNCIL OF
BALTIMORE, *et al.*
Defendants.

Civil Action No. ELH-21-2337

ORDER AND PRELIMINARY INJUNCTION

For the reasons set forth in the accompanying Memorandum Opinion, it is this 12th day of October, 2021, by the United States District Court for the District of Maryland, ORDERED:

- 1) The Clerk shall correct the name of defendant "The City of Baltimore" to reflect the proper name: "The Mayor and City Council of Baltimore."
- 2) Plaintiff has demonstrated a substantial likelihood that it will prevail on the merits of its free speech (Count I) and assembly (Count IV) claims under the First and Fourteenth Amendments. In the absence of preliminary injunctive relief, plaintiff will suffer irreparable harm, in the form of the deprivation of its right to freedom of speech and assembly, as guaranteed by the First Amendment to the Constitution; the balance of the equities favors plaintiff; and an injunction is in the public interest. Therefore, Plaintiff's Amended Motion for Preliminary Injunction (ECF 15) is GRANTED in part and DENIED in part.
- 3) Until the conclusion of this litigation, or until further Order of the Court, the City Defendants (Mayor and City Council of Baltimore; City Solicitor James L. Shea; and Mayor Brandon M. Scott), their officers, agents, servants, employees, and all persons in active concert or participation with them who receive actual notice of this injunction,

shall not prohibit or impede SMG from entering into a contract with St. Michael's for plaintiff's use of the MECU Pavilion for its planned rally on November 16, 2021.

- 4) Because plaintiff has not demonstrated a substantial likelihood of success on its claim for specific performance of a contract with SMG (Count V), plaintiff's request for an injunction to require SMG to comply with a particular proposed contractual document is DENIED. The Court anticipates good faith negotiations, but expresses no opinion on the terms of a contract.
- 5) Plaintiff shall verify with the City that it has obtained \$2 million in insurance, as agreed to during contract negotiations between plaintiff and SMG, and plaintiff shall also provide a \$250,000 bond as security in connection with this Order, pursuant to Fed. R. Civ. P. 65(c).
- 6) The Clerk is directed to docket this Preliminary Injunction immediately and to provide a copy of this Preliminary Injunction to all counsel as soon as practicable.

/s/
Ellen Lipton Hollander
United States District Judge