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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0376**

Provision Media, Inc.,
Appellant,

vs.

Century College, et al.,
Respondents.

**Filed December 30, 2024
Reversed and remanded
Ede, Judge**

Washington County District Court
File No. 82-CV-22-5247

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(for appellant)

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Considered and decided by Connolly, Presiding Judge; Larkin, Judge; and Ede,
Judge.

NONPRECEDENTIAL OPINION

EDE, Judge

Appellant contractor challenges the district court's summary-judgment dismissal of appellant's claims arising from respondent college's rejection of appellant's bid in a public-bidding process. Because we conclude that the district court erred by granting summary

judgment to respondents and there is no alternative basis to affirm, we reverse the district court's order and remand for further proceedings not inconsistent with this opinion.

FACTS

This appeal stems from a public-bidding process to furnish technology for respondent Century College. Appellant Provision Media, Inc. (PMI) submitted a bid for audiovisual work that Century rejected in favor of a lower bid from PMI's competitor, Tierney Brothers. PMI filed a civil action seeking monetary damages and equitable relief against respondents Century, Minnesota State Colleges and Universities (Minnesota State), and Century's Vice President of Information Technology, John M. Rohleder (collectively, respondents). In the lawsuit, PMI asserted that Rohleder gave PMI insight into Century's audiovisual needs and that PMI relied on this information in formulating its unsuccessful bid. The district court granted respondents' motion for summary judgment based on its determinations that PMI's claims fail as a matter of law for lack of reasonable reliance and that PMI's own misconduct bars suit. PMI appeals the resulting judgment. The following factual recitation is presented in the light most favorable to PMI.¹

Century is a public community college and part of the Minnesota State system. In 2021, Century received federal relief funds to update its campus and to mitigate the effects of COVID-19 by incorporating remote learning equipment into its classrooms. Procurement for such services is governed by statute. *See* Minn. Stat. § 136F.581 (2022).

¹ *See Commerce Bank v. W. Bend Mut. Ins. Co.*, 870 N.W.2d 770, 773 (Minn. 2015) (indicating that, on appeal from summary judgment, an appellate court “view[s] the evidence in the light most favorable to the party against whom summary judgment was granted”).

State colleges in Minnesota—including Century—may engage one of four contractors operating under contract with the State of Minnesota for work on their campuses. Two of these contractors are Tierney Brothers and PMI. PMI is a contractor “specializing in the installation of audiovisual equipment in educational institutions and government facilities.”

In March 2021, Rohleder invited PMI’s president, John Rudie, to a meeting. Rudie believed that the meeting related to an ongoing project. Instead, Rohleder told Rudie about the federally funded classroom-modernization project and asked Rudie if PMI would be interested in submitting a bid. Rohleder explained that Century had received funds from a federal COVID-relief program, that money was “no object,” and that Century wanted “the best equipment available in all rooms.” Rudie testified in his deposition as follows: “I clarified that. I said, Seriously, money is no object? This will drive up our cost. If we bid that, you’ll award that, you’ll award it to us? He said, Yes. We don’t want to look back and wish we had done better.”

Given this exchange, Rudie thought that Century intended to award the bid to PMI, as long as PMI complied with Rohleder’s directives of providing Century with the best equipment, without regard to the price. At the same time, Rudie would have accepted an outcome wherein Century awarded the bid to another company, if that company had offered a bid with superior equipment at a higher price, consistent with Rohleder’s directives. Rudie asked Rohleder if PMI could start working on a bid response immediately, and Rohleder permitted Rudie to do so. As a result, Rudie emailed PMI’s vendors the same day to begin the bid-pricing process.

About two weeks later, Century issued a request for proposal (RFP) “for a campus-wide [audiovisual] technology refresh and update project” for 160 classrooms on its campus (the project). PMI and Tierney Brothers both submitted bids in response to the RFP. Based on Rudie’s conversation with Rohleder, PMI crafted a higher bid price to reflect its understanding that Century wanted expensive, top-of-the-line equipment. If Rudie had not spoken to Rohleder, he would have used different components and provided a lower bid. As a result, PMI submitted a bid with a price of \$5.1 million using “state-of-the-art equipment.” Tierney Brothers, however, submitted a lower bid with an overall price of \$4.4 million using average equipment. About a month later, PMI filed an addendum to the original proposal, lowering its bid price by using more modest equipment. Century ultimately declined to consider this alternative bid.

Century convened a bid-selection review committee, led by Rohleder, to help formulate bids, review them, and make decisions on the project. In May 2021, Century awarded the contract to Tierney Brothers. The Minnesota State Board of Trustees approved the award. Century and Tierney Brothers executed the contract in June 2021.

PMI brought a civil action against respondents, asserting the following claims: (1) intentional misrepresentation; (2) negligent misrepresentation; (3) promissory estoppel; and (4) equitable estoppel. Each of these claims includes an allegation that PMI relied on Rohleder’s representation that Century wanted state-of-the-art audiovisual equipment for the project. PMI sought to recover lost profits and other expenses.

Respondents filed an answer denying the allegations in the complaint. Following discovery, respondents moved for summary judgment on the grounds that there were no

material facts in dispute and that they were entitled to judgment as a matter of law. Following a hearing, the district court granted summary judgment for respondents and dismissed PMI's complaint with prejudice.

PMI appeals.

DECISION

Summary judgment is appropriate when “there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law.” Minn. R. Civ. P. 56.01. Appellate courts “review a district court’s summary judgment decision de novo. In doing so, [appellate courts] determine whether the district court properly applied the law and whether there are genuine issues of material fact that preclude summary judgment.” *Riverview Muir Doran, LLC v. JADT Dev. Grp., LLC*, 790 N.W.2d 167, 170 (Minn. 2010) (citation omitted). As noted above, an appellate court reviewing a grant of summary judgment construes the evidence in the light most favorable to the party against whom summary judgment was granted—here, PMI. *Windcliff Ass’n, Inc. v. Breyfogle*, 988 N.W.2d 911, 916 (Minn. 2023). “A defendant is entitled to summary judgment as a matter of law when the record reflects a complete lack of proof on an essential element of the plaintiff’s claim.” *Lubbers v. Anderson*, 539 N.W.2d 398, 401 (Minn. 1995). Summary judgment will be affirmed if it can be sustained on any grounds. *Doe v. Archdiocese of St. Paul*, 817 N.W.2d 150, 163 (Minn. 2012).

PMI argues that the district court erred by granting summary judgment because there is a genuine issue of material fact as to whether PMI reasonably relied on Rohleder’s statements when preparing its bid. It also maintains that the district court improperly

applied the doctrines of in pari delicto and unclean hands. In addition to defending the district court's reasoning against the foregoing challenges by PMI, respondents contend that we can affirm the district court's decision on alternative grounds. We address each of the parties' arguments in turn.

I. The district court erred in determining that PMI's claims fail as a matter of law for lack of reasonable reliance because it weighed the evidence and assessed credibility.

PMI asserts that the district court erred by granting summary judgment for respondents based on its determination that PMI's reliance on Rohleder's statements at the pre-bid meeting was unreasonable as a matter of law. We agree.

To prove its claims of intentional misrepresentation, negligent misrepresentation, promissory estoppel, and equitable estoppel, PMI must show detrimental reliance. *See Williams v. Smith*, 820 N.W.2d 807, 815 (Minn. 2012) (outlining elements for a negligent misrepresentation claim, including reliance); *Martens v. Minn. Mining & Mfg. Co.*, 616 N.W.2d 732, 746 (Minn. 2000) (“[T]he first element of promissory estoppel . . . [requires] that the promisor should reasonably expect to induce action or forbearance on the part of the promisee.”); *Ag Servs. of Am., Inc. v. Schroeder*, 693 N.W.2d 227, 235 (Minn. App. 2005) (requiring the complaining party in an intentional-misrepresentation claim to show that it “acted in reliance on the respondent’s false or misleading representation to [its] detriment”); *Pollard v. Southdale Gardens of Edina Condo. Ass’n*, 698 N.W.2d 449, 454 (Minn. App. 2005) (setting forth elements of equitable estoppel). PMI must also establish that its reliance was reasonable. *See Nicollet Restoration, Inc. v. City of St. Paul*, 533

N.W.2d 845, 848 (Minn. 1995) (noting that “establishing the reasonableness of the reliance is essential to any cause of action in which detrimental reliance is an element”).

Whether a party reasonably relied on a statement is generally a factual question for the fact-finder. *Hoyt Props., Inc. v. Prod. Res. Grp., L.L.C.*, 736 N.W.2d 313, 321 (Minn. 2007). But in some cases, the district court may determine that reliance is not reasonable as a matter of law. *Id.* For instance, reliance is not reasonable if “the record reflects a complete failure of proof.” *Id.* Moreover, a party cannot reasonably rely on a representation if its falsity is obvious to the listener. *Spiess v. Brandt*, 41 N.W.2d 561, 566 (Minn. 1950). Summary judgment may also be appropriate when the promise was made by someone lacking authority to bind the promisor. *Nicollet Restoration, Inc.*, 533 N.W.2d at 848.

The district court decided that summary judgment was warranted because it determined that Rudie’s reliance on Rohleder’s statements in the pre-bid meeting was not reasonable as a matter of law. More specifically, the district court ruled that “[a]ny reliance by PMI on Rohleder’s alleged comments was unreasonable in view of the inconsistency between those comments, on the one hand, and the [RFP], on the other.” And the district court determined that PMI made a “calculated choice” not to resolve that inconsistency by asking Rohleder for clarification because any question PMI posed about Rohleder’s alleged comments would have been shared with all prospective bidders, thereby eliminating PMI’s “unfair advantage” over the others. We conclude that the district court misapplied the law in awarding summary judgment in respondents’ favor because it weighed evidence relevant to disputed material facts and made credibility assessments. *See Kenneh v. Homeward*

Bound, Inc., 944 N.W.2d 222, 228 (Minn. 2020) (cautioning courts not to weigh evidence or assess credibility on a motion for summary judgment).

To begin, the record contains genuinely conflicting material facts—which bear on the reasonableness of PMI’s reliance—about the nature of the conversation between Rohleder and Rudie at the pre-bid meeting.

Rohleder estimated that the meeting lasted 15 to 20 minutes. He could not recall telling Rudie that Century wanted the best equipment. In his affidavit, Rohleder insisted that he “never told John Rudie that the project had an unlimited budget or that [PMI] should prepare a bid in any particular way.” He professed that he “did not intend for [Rudie or PMI] to rely on anything [he] said in preparing its bid.” Rohleder denied that he encouraged Rudie to reach out to his vendors following the meeting. He asserted that incorporating Zoom-related technology was a “major component” of how these funds were intended to be used. Rohleder also stated that the committee “unanimously selected” Tierney Brothers for the project due to its “superior understanding of Zoom Room technology relative to [PMI]” and its “superior capacity to complete such a large project and the lower price Tierney [Brothers] bid.”

By contrast, Rudie testified in his deposition that he spoke with Rohleder for about one hour, during which Rohleder described the project “in some detail.” According to Rudie, Rohleder stated that Century wanted “to upgrade to the best,” that “money [was] no object,” and that Century “want[ed] the best equipment possible.” Rudie specifically repudiated Rohleder’s claims: “Contrary to Rohleder’s declaration . . . , whereby he states he did not say anything meaningful or specific nor intend for me or PMI to rely on anything

he said during the [pre-bid] meeting in preparing a bid, I vehemently disagree with Rohleder's statement." Moreover, Rudie attested that he received permission from Rohleder to start working with his vendors immediately after the pre-bid meeting. Rudie understood that if PMI formulated a bid in line with Rohleder's expectations, Century would award the bid to PMI. He explained:

Why else would [Rohleder] have given me the background of the financial situation? Normally, in a bid, we have no idea how much money there is to spend In this case I was told in advance there was an abundance of money I expected [PMI] to be selected as long as we complied with [the] directive of giving them the best equipment and not worry about the price.

PMI asserts that its ultimate bid—which was higher in price and included more expensive equipment—reflects Rudie's understanding of Rohleder's expectations.

The factual dispute about what was said at the pre-bid meeting is material to determining whether PMI's reliance was reasonable. That being the case, the district court erroneously determined that there were no genuine issues of material fact as to the reasonableness of PMI's reliance. It is for the fact-finder—and neither the district court at summary judgment nor this court on review—to evaluate this conflicting evidence, as well as other contradictory witness testimony.

This includes Rohleder's characterization of his ability to affect the outcome of the bid process by noting that the review committee "simply rated the responses" to the bids it received. Rohleder also stated that he relied on Century's procurement department to gather and assess bids to ensure the bids adhered to the state's requirements. But PMI submitted a countervailing affidavit from its expert, Eric Johnson, a city administrator familiar with

Minnesota public bidding rules, procedures, and processes. Johnson asserted that “PMI’s reliance on [Rohleder’s] representations [was] justified and reasonable considering all of the factual circumstances[.]” He noted that “Rohleder made a statement to Rudie about the [high-end] equipment Century wanted.” Furthermore, Johnson stated that “Rudie was reasonable and justified in relying on this information because the insight was derived from a highly ranked individual within Century . . . and, more so, from an individual who was one of the decision-makers of this RFP process.” This aligns with other summary-judgment evidence. Rohleder was Century’s Vice President of Information Technology. He led the committee responsible for reviewing the bids and making recommendations about the project to the Minnesota State Board of Trustees. As Johnson noted, “[d]ue to Rohleder’s ability to persuade and recommend a particular bid as providing the ‘best value’ to the Board of Trustees, it was reasonable for a bidder such as PMI to rely upon his representations as to the desired quality of equipment to be utilized.”

Whether Rudie was reasonable in assuming that Rohleder had the ability to influence the outcome of the bid process is therefore a question of fact not suitable for resolution at the summary-judgment stage. *Cf. Nicollet Restoration, Inc.*, 533 N.W.2d at 848 (concluding that the record did not support a finding of reasonable reliance on summary judgment where promises were made by one lacking authority to bind the promisor); *see also Spiess*, 41 N.W.2d at 567 (stating that, where one party is presumed to know the truth, reliance is assumed).

The district court also erred in determining that Rudie submitted PMI’s bid “with the understanding that he was the only one who had received” the information from

Rohleder. In particular, the district court erroneously weighed the evidence to determine that PMI prepared its bid “with the belief that [the] information [that Rohleder provided Rudie] gave them an unfair advantage over other prospective bidders.” The district court based this determination on the following deposition testimony, which Rudie provided when asked whether he was “the only bidder who had this purported private meeting” with Rohleder: “To my knowledge, yes.” But Rudie did not testify that he affirmatively knew that no other contractors were meeting with Rohleder. And at this stage, we must draw all inferences in PMI’s favor. *See Staub v. Myrtle Lake Resort, LLC*, 964 N.W.2d 613, 620 (Minn. 2021) (noting that, on appeal from summary judgment, we “view[] the evidence in the light most favorable to the nonmoving party and resolv[e] all doubts and factual inferences against the moving party”). By resolving any doubt and drawing an inference against PMI based on the above deposition testimony, the district court erred.

Along with adjudicating disputed issues of material fact, the district court erroneously made credibility determinations. In particular, the district court construed Rudie’s deposition testimony as “candidly acknowledg[ing] . . . that the information allegedly divulged by Rohleder was inappropriate” and determined that Rudie “expected the subsequent bidding process to be meaningless and a sham.” But Rudie stated that he had “no concept of Rohleder’s statement being inappropriate or outside the bounds of what bidders should know.” He also explained that:

Rohleder conveyed the information to me about the project in an upfront, matter-of-fact way and without any qualms or hesitations, leading me to believe that the representations were genuine and appropriate. Rohleder seemed to want to be informative, not sneaky or underhanded. Further, from PMI’s

years of history and past dealings with Rohleder, I had found Rohleder to be a forthright and trustworthy individual, and had no reason to believe those character traits had changed.

Relatedly, the district court erroneously assessed credibility in determining that Rudie believed he had “an unfair advantage over other prospective bidders” and that Rohleder had “promised to award the contract to PMI.” Rudie, however, did not claim to believe that PMI would be awarded the contract regardless of the other bids. He instead stated that he expected PMI “to be selected as long as [PMI] complied with [Rohleder’s] directive of giving them the best equipment and not worry[ing] about the price.” When respondents’ attorney asked what outcome Rudie expected “if somebody else also gave the best equipment and didn’t worry about the price,” Rudie responded: “I’m not sure.” And when counsel inquired if Rudie “would . . . expect it to be automatically given to [PMI] if another company also complied with those [directives,]” Rudie answered: “[I]t would be fair to say if another company had come in with superior equipment at a higher price, thereby living up to [Rohleder’s] directives, I would have been more accepting of it.” Construing these exchanges in the light most favorable to PMI should have compelled summary-judgment determinations that Rudie assumed: (1) that Century would have awarded PMI the contract only if PMI complied with Rohleder’s directives of providing Century with the best equipment, without regard to the price; and (2) that another contractor could have received the bid if such a bidder had offered superior equipment.

In short, PMI and respondents provided conflicting evidence about the nature of the pre-bid meeting between Rohleder and Rudie. Viewing the record before us in the light most favorable to PMI, we conclude that a fact-finder could find that PMI relied on

Rohleder’s statements and that this reliance was reasonable. On review from a summary-judgment decision, issues of credibility are for the jury to resolve, *Kenneh*, 944 N.W.2d at 233, and “[w]eighing the evidence and assessing credibility on summary judgment is error,” *Hoyt*, 736 N.W.2d at 320. Mindful of this standard of review, we conclude that summary judgment is inappropriate. We therefore reverse the district court’s grant of summary judgment and remand for further proceedings not inconsistent with this opinion.

II. The district court abused its discretion by granting summary judgment against PMI based on the doctrines of in pari delicto and unclean hands.

PMI next argues that the district court abused its discretion by ruling that its claims were barred by the doctrines of in pari delicto and unclean hands. This argument is persuasive.

The decision to grant equitable relief under these theories is within the discretion of the district court and will be reversed only if there is a clear abuse of that discretion. *See Brown v. Lee*, 859 N.W.2d 836, 844 (Minn. App. 2015) (applying the abuse-of-discretion standard to an unclean-hands defense), *rev. denied* (Minn. May 19, 2015); *Christians v. Grant Thornton, LLP*, 733 N.W.2d 803, 814 (Minn. App. 2007) (“Because in pari delicto is an equitable doctrine, we review its application for an abuse of discretion.”), *rev. denied* (Minn. Sep. 18, 2007). An abuse of discretion occurs when a district court exercises its discretion in an arbitrary or capricious manner or bases its ruling on an erroneous view of the law. *Montgomery Ward & Co. v. County of Hennepin*, 450 N.W.2d 299, 306 (Minn. 1990).

Below, we review the district court's application of each doctrine at summary judgment for an abuse of discretion.

A. In Pari Delicto

The doctrine of in pari delicto “is based upon judicial reluctance to intervene in disputes between parties who are both wrongdoers in equal fault.” *State by Head v. AAMCO Automatic Transmissions, Inc.*, 199 N.W.2d 444, 448 (Minn. 1972). It is appropriate to apply this doctrine for: “(1) preventing enforcement of a contract the performance of which is illegal; (2) preventing enforcement of an equitable remedy when the parties have been involved in mutually unlawful activity; or (3) use as a defense in a tort claim of one party against another.” *Brubaker v. Hi-Banks Resort Corp.*, 415 N.W.2d 680, 684 (Minn. App. 1987), *rev. denied* (Minn. Jan. 28, 1988).

The district court applied this doctrine because it determined that Rudie must have believed that the bidding process would be “meaningless and a sham.” In finding that PMI was attempting to “circumvent or defeat competitive bidding requirements by exploiting information that it believed had been inappropriately divulged by Rohleder,” the district court abused its discretion through its imputation of a motive behind PMI's actions. Although the district court acknowledged Rudie's assertion that he did not elicit this information from Rohleder and only listened as Rohleder described the parameters of the project, the court did not credit countervailing evidence presented by PMI and instead found that PMI “knew that what it was doing was wrong.”

The district court abused its discretion by applying the doctrine of in pari delicto based on these findings. This is because the district court did not construe the summary-

judgment record in the light most favorable to PMI. And viewing the record before us in that light, we conclude that there exist genuine issues of material fact as to whether the parties' discussion about the importance of a bid using higher-end equipment amounted to an "illegal contract." A fact-finder crediting Rudie's statements about the pre-bid meeting could reasonably conclude that Rohleder's assertion that Century wanted to acquire the "best equipment" is not illegal. Indeed, the best-value approach in selecting a bid is a recognized procedure "by which the award of a government contract depends on which proposal represents the best value based on an analysis of the tradeoff of qualitative technical factors and price or cost factors." *Rochester City Lines, Co. v. City of Rochester*, 868 N.W.2d 655, 658 (Minn. 2015) (quotations omitted). And Minnesota courts have declined to apply in pari delicto to defeat an agreement that is not in itself illegal and does not call for the district court to be part of the unlawful conduct. *See Brubaker*, 415 N.W.2d at 684 (advising that Minnesota caselaw recognizes that "judicial refusal to be involved arises only in those cases where the court is asked to do something that is itself part of the unlawful act").

Additionally, the district court abused its discretion by weighing the evidence in assessing fault. Rudie testified that he was invited to the meeting, did not know what would be discussed, was "surprised" by Rohleder's candor about the budget, and received permission to start contacting PMI's vendors immediately. When counsel asked Rudie if he understood "it to be a noncompetitive process," Rudie responded: "I wasn't sure. There was no RFP out at that point. I had no idea what the process was." Had the district court properly credited this testimony—as it must at the summary-judgment stage—it would

have been compelled to determine that PMI did not engage in wrongdoing. Instead, the district court rejected Rudie’s testimony and found that, “[w]hile it is possible that Rohleder may have some amount of fault, on this record it does not appear that he engaged in deliberate wrongdoing or acted out of self-interested motives, as PMI did.”

Considering the evidence in the light most favorable to PMI, we conclude that the district court abused its discretion by granting summary judgment against PMI based on the determination that the *in pari delicto* doctrine applies at this procedural juncture. The district court’s rulings incorporate credibility determinations that are inappropriate in adjudicating a motion for summary judgment. *See Hoyt*, 736 N.W.2d at 320 (explaining that determining credibility on summary judgment is improper). This is particularly so in light of the genuine issues of material fact evinced by the summary-judgment record before us and given that comparative fault is generally a factual inquiry for the jury that is not readily suited for disposition at summary judgment. *See, e.g., Van Gordon v. Herzog*, 410 N.W.2d 405, 409 (Minn. App. 1987) (noting that questions of comparative fault are for the jury).² Accordingly, the district court abused its discretion by granting summary judgment against PMI based on its determination that the *in pari delicto* doctrine barred PMI from bringing suit against respondents as a matter of law.

² *Cf. Stephenson v. Deutsche Bank AG*, 282 F. Supp. 2d 1032, 1066 (D. Minn. 2003) (applying Minnesota law and persuasively stating that, “[b]ecause *in pari delicto* requires the trial court to make a determination of fact regarding the mutual fault of the parties, a resolution of the defense on a motion to dismiss would be inappropriate” (quotation omitted)). Because “decisions of a federal district court on a matter of Minnesota law are not binding on a Minnesota state court,” we cite *Stephenson* only as persuasive authority. *Central Specialties, Inc. v. Minnesota Dep’t of Transp.*, 5 N.W.3d 409, 417 (Minn. App. 2024), *rev. denied* (Minn. July 9, 2024).

B. Unclean Hands

The unclean hands doctrine precludes a plaintiff's ability to recover in equity. *Hepfl v. Meadowcroft*, 9 N.W.3d 567, 573 (Minn. 2024). The doctrine will be invoked “against a party whose conduct has been unconscionable by reason of a bad motive, or where the result induced by his conduct will be unconscionable.” *Creative Commc’ns Consultants v. Gaylord*, 403 N.W.2d 654, 657–58 (Minn. App. 1987) (quotation omitted).

Based on reasoning similar to that underlying its decision to apply the doctrine of in pari delicto, the district court also barred PMI’s claims under the doctrine of unclean hands. It determined that “PMI knew that what it was doing was wrong,” that it attempted to “circumvent or defeat competitive bidding requirements by exploiting information” that was inappropriately divulged, and that it did so to gain an unfair advantage over its competitors.

PMI argues that the district court improperly resolved disputed questions of fact for respondents by applying this doctrine. Again, we agree. Whether PMI sought an unfair advantage over its competitors or violated the state’s competitive bidding requirements rests on the resolution of disputed material facts and credibility determinations, as discussed above. We therefore conclude that the district court abused its discretion by granting summary judgment against PMI based on its determination that the doctrine of unclean hands barred PMI from seeking equitable relief as a matter of law.

III. There are no independent bases upon which we may affirm summary judgment.

Respondents argue that there are alternative bases to affirm the district court's decision to grant summary judgment. We disagree.

First, respondents assert that the district court's decision should be upheld because PMI's claims require a showing of causation and PMI has not presented evidence supporting this element. They contend that PMI cannot obtain relief unless it demonstrates that PMI would have received the bid even if the pre-bid meeting between Rudie and Rohleder had not occurred. But causation is an issue of fact, which is generally unsuitable for summary judgment. *See, e.g., Osborne v. Twin Town Bowl, Inc.*, 749 N.W.2d 367, 373 (Minn. 2008) ("Whether proximate cause exists in a particular case is a question of fact for the jury to decide."); *Ingram v. Syverson*, 674 N.W.2d 233, 237 (Minn. App. 2004) ("Where reasonable minds *can* differ on the issue of causation, the jury should resolve the issue, and it would be error to grant summary judgment."), *rev. denied* (Minn. Apr. 20, 2004). Viewing the record in the light most favorable to PMI, a genuine issue of material fact exists as to causation. Thus, we decline to affirm the district court's summary-judgment decision on that basis.

Second, respondents contend that PMI cannot show that it suffered damages. Resolution of this issue hinges on the fact-finder's determination of PMI's tort and equitable claims. Because the amount of damages is generally a question of fact to be submitted to the jury and not to be determined at summary judgment, the issue of PMI's damages—if any—is not suitable for disposition at this stage. *See Alsides v. Brown Inst.*,

Ltd., 592 N.W.2d 468, 475 (Minn. App. 1999) (noting that “damages are generally a question of fact for the jury” precluding summary judgment).

Thus, we decline to uphold summary judgment on bases that fall within the purview of the fact-finder.³

Reversed and remanded.

³ PMI raises additional arguments about respondents’ post-bid behavior and their decision to award the project to Tierney Brothers. Because we reverse the district court’s grant of summary judgment and remand for further proceedings not inconsistent with this opinion, we decline to address these issues.