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

**STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0418**

Hybrid Light Solutions, LLC,
Respondent,

vs.

Mecc Alte, Inc.,
Appellant.

**Filed February 24, 2025
Affirmed
Cochran, Judge**

Crow Wing County District Court
File No. 18-CV-21-3647

Scott M. Flaherty, Tanner J. Sparrow, Erik W. Allerson, Taft Stettinius & Hollister LLP,
Minneapolis, Minnesota; and

Daniel S. McGrath, Steingart & McGrath, P.A., Edina, Minnesota (for respondent)

Gregory J. Duncan, Arthur, Chapman, Kettering, Smetak & Pikala, P.A., Minneapolis,
Minnesota (for appellant)

Considered and decided by Frisch, Presiding Chief Judge; Connolly, Judge; and
Cochran, Judge.

NONPRECEDENTIAL OPINION

COCHRAN, Judge

In this contract dispute, appellant challenges the judgment and award of damages in favor of respondent following a jury trial on respondent's breach-of-contract and breach-of-warranty claims. Appellant argues that the district court (1) erroneously granted

respondent's motion to exclude evidence of appellant's standard conditions of sale, (2) improperly denied appellant's motions for judgment as a matter of law and a new trial based on insufficient evidence, and (3) abused its discretion by denying a new trial based on the jury's inconsistent answers on the special-verdict form. We affirm.

FACTS

This case arises from business dealings between respondent Hybrid Light Solutions, LLC (Hybrid) and appellant Mecc Alte, Inc. (Mecc Alte). The following facts are drawn from the evidence presented at trial viewed in the light most favorable to the verdict.

Hybrid is a manufacturing company owned by Charles Underbrink, Joe Ruttger, and Tyler Johnson. Hybrid manufactures and sells industrial light towers. Mecc Alte is an Italian company that sells industrial components including generators.

A Canadian company named Zedcor Energy Services LTD (Zedcor) approached one of Hybrid's owners about the feasibility of "a rugged light tower" for use in northern Canada. Specifically, Zedcor was interested in a light tower that would use less diesel fuel than the average light tower. Ruttger began developing a light tower for Zedcor with the input from subcontracted fabrication and automation specialists, as well as component vendors. Through this collaborative process, Ruttger designed a light tower equipped with a diesel engine that turns a generator, which in turn charges the battery that powers the lights. Ruttger's design also included solar panels that directly charge the battery.

Hybrid Agrees to Buy Generators from Mecc Alte

Mecc Alte provided one of the components used in Hybrid's rugged light towers—the generator. Ruttger had previously used Mecc Alte's generators on another project for

a different company. During the course of the prior project, he developed a working relationship with Tom Weber, the managing director of Mecc Alte's North American operations.

In the spring of 2017, when Hybrid was designing the light tower requested by Zedcor, Hybrid's and Mecc Alte's representatives began discussing the potential of using a Mecc Alte generator in the light tower. Ruttger testified at trial that they described to Mecc Alte "what we were trying to do, what the concept was, [and] how we wanted to make this thing work." Through oral discussions, the parties determined that Hybrid would buy Mecc Alte's AL3 48-volt DC generator (AL3 generator). At trial, Hybrid's automation specialist testified that Mecc Alte recommended the AL3 generator for the light tower being designed for Zedcor.

Zedcor Commissions Hybrid

In October 2017, Hybrid negotiated a multi-year contract with Zedcor. The contract required Zedcor to buy a specified number of Hybrid's light towers each year for a period of five years. Under the contract, Zedcor received the exclusive right to distribute Hybrid's light towers in five Canadian provinces. Following the agreement with Zedcor, Hybrid began "gearing up for production."

Hybrid Encounters Issues While Testing the AL3 Generator in its Towers

Mecc Alte's invoices show that Hybrid ordered at least 30 AL3 generators from Mecc Alte by September 22, 2017. But due to shipping issues, Hybrid received only three of the generators by December 2017. Using those three generators, Hybrid tested its prototype.

In early December 2017, Hybrid tested an AL3 generator in a light tower for the first time. Ruttger testified that Hybrid followed Mecc Alte's instructions to install and calibrate the AL3 generator. According to Ruttger, one of the generators that Hybrid tested "had issues with . . . holding its setting." Ruttger testified that the generator "would overcharge and trip a safety system" or "it would put out such little voltage that the thing would run for hours and never charge the battery because its output was not enough to charge the system."

Because of the issues, Hybrid held a technical meeting (the December 2017 meeting) with representatives of various component suppliers, including Weber and a Mecc Alte engineer. According to Ruttger, the purpose of the meeting was to "[g]et everybody together and figure [the generator issue] out." Ruttger testified that, at the meeting, Mecc Alte's engineer instructed Hybrid's automation team "on how to set the generator . . . so that it wouldn't vary or alter or go crazy." Members of Hybrid's production team testified that they believed the light towers would work without need for further adjustments if Mecc Alte's calibration instructions were followed.

Following the December 2017 meeting, Underbrink emailed Weber (copying Ruttger and Johnson) regarding the AL3 generators, stating, "I think we should commit to them all with the condition that they work." Weber responded, "Why this comment? Of course they will work as designed." Underbrink testified that he understood Weber's response to mean the Mecc Alte generators would work in Hybrid's light towers. And he and Ruttger testified that they trusted Weber and, "[g]iven his credibility," they were comfortable moving forward with the AL3 generator in their light towers. Based on

Weber's assurance, Hybrid ordered 100 more AL3 generators and started producing the light towers and shipping them to Zedcor.

The Light Towers Fail Once Deployed

Ruttger testified that some of the light towers failed "[a]lmost immediately" once deployed in northern Canada. According to one of Hybrid's subcontractors, the towers' battery packs were being drained and were not being recharged. As time went on, Hybrid received more calls regarding the light towers' failures. To keep the towers running, Zedcor was forced to switch out the light towers' generators in the field. The replaced generators were then shipped back to Hybrid or Mecc Alte for repair. Ruttger testified that Hybrid believed Mecc Alte could remedy the generator issues because "they kept coming at [Hybrid] with thoughts, ideas, parts, [and] pieces, that were going to make the difference."

In late 2018 or early 2019, after Hybrid delivered around 150 light towers to Zedcor, Zedcor canceled the contract with Hybrid because of persistent problems with the light towers. Had the contract not been canceled, Zedcor would have been obligated to purchase hundreds of Hybrid light towers between 2019 and 2021. Still, Hybrid continued to service the towers that had already been purchased by Zedcor in hopes of salvaging the business relationship. Hybrid stopped buying generators from Mecc Alte in October 2018, but continued working with Mecc Alte to solve the issues with the already-deployed light towers. Hybrid also searched for a new generator manufacturer. According to Ruttger, Hybrid found another company that provided a different type of generator that worked in

the light towers. After installing the new generators, Hybrid's light towers stopped experiencing issues in the field.

The Lawsuit

On October 4, 2021, Hybrid filed suit against Mecc Alte, bringing claims for breach of contract and breach of express and implied warranties. In its answer to the complaint, Mecc Alte raised affirmative defenses based on its "Standard Conditions of Sale" (the standard conditions). Mecc Alte asserted that a damage-limitations clause in the standard conditions barred or limited Mecc Alte's liability on each of Hybrid's claims related to the sale of the AL3 generators. Mecc Alte attached the standard conditions to its answer as an exhibit. The attached standard conditions included a template acknowledgment form that did not include Hybrid's name or a signature.

Before trial, Hybrid filed a motion in limine to exclude any evidence or argument regarding the standard conditions. Mecc Alte opposed the motion, arguing that Hybrid's motion in limine was in effect an improper motion for summary judgment. The district court granted the motion, which it referred to as a "motion to exclude." The district court reasoned that exclusion of the evidence was proper because there was no evidence in the record before it that the standard conditions "were either provided to [Hybrid,] incorporated into their agreements or were conspicuous." The district court did not address Mecc Alte's assertion that Hybrid's motion was in effect a motion for summary judgment.

The case proceeded to trial. On the first day of trial, Mecc Alte moved the district court to reconsider its ruling excluding evidence of the standard conditions. The district court denied the reconsideration motion.

Following the four-day trial and by a special-verdict form, the jury returned verdicts in favor of Hybrid on its counts for breach of contract, breach of express warranty, and breach of implied warranty of fitness for a particular purpose. The district court adopted the jury's findings from the special-verdict form and ordered judgment for Hybrid in the amount of \$4,745,813.92. Mecc Alte moved for judgment as a matter of law (JMOL) or, in the alternative, a new trial on each of the counts that Hybrid prevailed on, disputing the sufficiency of the evidence. Mecc Alte also moved for a new trial based on the jury's allegedly inconsistent findings in the special-verdict form. The district court denied Mecc Alte's motions.

Mecc Alte appeals from the district court's order granting Hybrid's motion to exclude evidence of the standard conditions and from its order denying Mecc Alte's posttrial motions.

DECISION

I. Any error in the district court's ruling on Hybrid's motion in limine was harmless.

Mecc Alte first challenges the district court's grant of Hybrid's motion to exclude evidence of the standard conditions from trial. "We afford the district court broad discretion when ruling on evidentiary matters, and we will not reverse the district court absent an abuse of that discretion." *Doe 136 v. Liebsch*, 872 N.W.2d 875, 879 (Minn. 2015). "A district court abuses its discretion when its decision is based on an erroneous view of the law or is inconsistent with the facts in the record." *In re Otto Bremer Tr.*, 2 N.W.3d 308, 319 (Minn. 2024) (quotation omitted). The erroneous exclusion of

evidence is grounds for a new trial only if the complaining party shows prejudice—i.e., that there is a reasonable probability that the excluded evidence would have changed the outcome of the trial had it been admitted. *Liebsch*, 872 N.W.2d at 879; *Becker v. Mayo Found.*, 737 N.W.2d 200, 214 (Minn. 2007); *see also* Minn. R. Civ. P. 61 (providing that courts “must disregard” errors that do not affect the parties’ substantial rights, including erroneous evidentiary rulings).

Mecc Alte argues that the district court “reversibly erred” when it granted Hybrid’s motion in limine because Hybrid’s motion “was actually a motion for summary judgment” that failed to comply with the rules governing summary judgment. Mecc Alte relies on this court’s decision in *Hebrink v. Farm Bureau Life Insurance Co.*, 664 N.W.2d 414 (Minn. App. 2003), to support its argument.

In *Hebrink*, plaintiff Hebrink sued Farm Bureau, his insurance provider, after Farm Bureau denied his claims under a disability-insurance policy. 664 N.W.2d at 417. As part of the treatment for his injuries, Hebrink saw a chiropractor. *Id.* Farm Bureau filed a motion in limine to exclude “any testimony relating to ‘total disability’ within the meaning of the policy definition because it was undisputed that [Hebrink] had not been under the care of a physician for more than 90 days” but rather was under the care of a chiropractor. *Id.* The district court granted Farm Bureau’s motion, barring evidence on “total disability.” *Id.* The district court then granted summary judgment sua sponte, determining as a matter of law that a chiropractor was not a “physician” under the policy and Hebrink was “unable to prove [that] he complied with the . . . policy requirement for treatment by a physician.” *Id.*

On appeal, Hebrink argued that Farm Bureau’s “motion in limine was, in reality, a summary-judgment motion” and “that he was not given a fair opportunity to oppose the motion.” *Id.* at 418. We agreed and reversed. *Id.* at 419. In reaching this conclusion, we explained that “[t]he purpose of a motion in limine is to prevent ‘injection into trial of matters which are irrelevant, inadmissible and prejudicial.’” *Id.* at 418 (quoting *Black’s Law Dictionary* 1013 (6th ed. 1991)). We then noted that Farm Bureau’s motion made no reference “to any rules of evidence or other authority that would make the evidence regarding ‘total disability’ inadmissible.” *Id.* We also observed that Farm Bureau did not “argue that the evidence would be irrelevant or prejudicial.” *Id.* “Instead, the gist of Farm Bureau’s motion was that the evidence regarding ‘total disability’ should be excluded because [Hebrink] could not prove that he met the policy condition by relying on evidence then in the record.” *Id.* Accordingly, we concluded that the motion “was not a proper motion in limine but, rather, was tantamount to a motion for summary judgment.” *Id.* And, because the motion did not comply with the procedural requirements for bringing a summary-judgment motion, we concluded that it “was improperly noticed and should not have been considered by the district court.” *Id.* at 419. We then considered whether the district court’s sua sponte grant of summary judgment was appropriate, ultimately reversing because Hebrink was not afforded a “meaningful opportunity” to oppose summary judgment. *Id.*

Analogizing to the circumstances in *Hebrink*, Mecc Alte contends that Hybrid’s motion in limine was an improper motion for summary judgment, which the district court should not have considered. Mecc Alte emphasizes that Hybrid’s motion did not rely on

evidentiary rules or caselaw regarding the admissibility of evidence. Nor did it argue that evidence of the standard conditions was irrelevant or unfairly prejudicial.

Hybrid counters that *Hebrink* is distinguishable because, here, the district court did not grant summary judgment sua sponte following the grant of the motion to exclude. Hybrid further contends that “[t]he fact that summary judgment was not entered here is good evidence that Hybrid’s motion in limine was not secretly a summary judgment motion.” (Emphasis omitted.) According to Hybrid, the form of its motion as a “Motion in Limine” controls our analysis.

After carefully reviewing the district court’s order granting Hybrid’s motion in limine, we acknowledge that the district court’s order is unclear as to whether it treated Hybrid’s motion as a motion in limine or as a motion for summary judgment. The district court’s order does not cite evidentiary rules, nor does it discuss the relevance or potential prejudicial effect of the standard conditions, as would be expected if the court were analyzing a motion in limine. Instead, the district court decided, based on “the information contained within the record,” that it could not conclude that the standard conditions were “provided to [Hybrid], incorporated into [the parties’] agreements or were conspicuous.” This reasoning might suggest that the district court analyzed Hybrid’s motion as a motion for summary judgment despite its label as a motion in limine. But, as Hybrid points out, the district court did not enter summary judgment on any of Mecc Alte’s defenses. Instead, the district court granted Hybrid’s motion to exclude evidence of the standard conditions.

Notwithstanding the lack of clarity in the district court’s order, we need not decide whether Hybrid’s motion in limine was in effect a motion for summary judgment that was

improperly granted. We reach this conclusion because, as discussed below, there is no reasonable likelihood that the trial's outcome would have differed had evidence of the standard conditions been admitted instead of excluded. *See Becker*, 737 N.W.2d at 214 (noting that the erroneous exclusion of evidence warrants a new trial if the evidence reasonably could have changed the trial's result had it been admitted). In other words, Mecc Alte has not shown that it is prejudiced by the district court's decision to exclude evidence of the standard conditions.

On appeal, Mecc Alte identifies no compelling evidence demonstrating that the standard conditions were part of its contract with Hybrid. The only evidence that Mecc Alte relies on to support its position is Weber's brief deposition testimony on the topic. At that deposition, Hybrid's counsel asked Weber if he ever directed Hybrid to the "warranty information on [Mecc Alte's] website." Weber responded, "Myself personally, I don't think so. But I'm sure John did, you know." But Weber did not provide a last name for "John" or provide any other relevant details such as John's role at the company or when John allegedly directed Hybrid to its website. And, after Weber's deposition, Mecc Alte had an opportunity to provide additional details in supplemental interrogatory answers on this topic, but it did not do so. Similarly, at trial, Mecc Alte made no offer of proof regarding any other evidence it could have presented to demonstrate that the standard conditions were part of the parties' contract. Given the lack of specificity in Weber's deposition testimony regarding who "John" is and when or how "John" allegedly directed Hybrid to the standard conditions on Mecc Alte's website, we conclude that, even if Mecc Alte had introduced evidence of the standard conditions at trial, there is no reasonable

likelihood that a jury would have found by a preponderance of the evidence that the parties' contract included the standard conditions. Mecc Alte has failed in its burden to show otherwise.

And without evidence that would allow the jury to conclude that Hybrid agreed to be bound by the standard conditions, there was no need for the district court to admit evidence of the standard conditions themselves. Therefore, even assuming the district court did not apply the correct legal standard when it granted Hybrid's motion to exclude evidence of the standard conditions, any such error was harmless.

II. The district court properly denied Mecc Alte's motions for JMOL and a new trial based on the sufficiency of the evidence.

Mecc Alte argues that the district court erred in denying its motions for JMOL and a new trial on the ground that the jury's verdict was not justified by the evidence presented at trial.

Although we review the denial of motions for JMOL and a new trial under different standards of review, our task in both contexts is to determine whether the evidence supports the verdict. "We review the district court's denial of a motion for [JMOL] de novo, viewing the evidence in the light most favorable to [the nonmoving party]." *Vermillion State Bank v. Tennis Sanitation, LLC*, 969 N.W.2d 610, 618 (Minn. 2022). "We affirm the denial of a motion for [JMOL] unless no reasonable theory supports the verdict." *Id.* at 618-19. "This means that to reverse, the evidence must be so overwhelming on one side that reasonable minds cannot differ as to the proper outcome." *Id.* at 619 (quotation omitted).

We review the denial of a motion for a new trial for an abuse of discretion. *Christie v. Est. of Christie*, 911 N.W.2d 833, 838 (Minn. 2018). We “will not set aside a jury verdict on an appeal from a district court’s denial of a motion for a new trial unless it is manifestly and palpably contrary to the evidence viewed as a whole and in the light most favorable to the verdict.” *Navarre v. S. Wash. Cnty. Schs.*, 652 N.W.2d 9, 21 (Minn. 2002) (quotations omitted).

Mecc Alte asserts that the trial evidence is insufficient to support the jury’s verdicts on each of the three theories that Hybrid prevailed on: breach of contract, breach of express warranty, and breach of implied warranty of fitness for a particular purpose. We discuss each claim in turn.

Breach of Contract

“The elements of a breach of contract claim are (1) formation of a contract, (2) performance by plaintiff of any conditions precedent to [plaintiff’s] right to demand performance by the defendant, and (3) breach of the contract by defendant.” *Lyon Fin. Servs., Inc. v. Ill. Paper & Copier Co.*, 848 N.W.2d 539, 543 (Minn. 2014) (quotation omitted).

Mecc Alte contends that the evidence was insufficient for the jury to find that Mecc Alte contracted with Hybrid to provide generators that would work in Hybrid’s light towers and, alternatively, that the evidence was insufficient to demonstrate Mecc Alte breached any contract that existed between the parties. Mecc Alte asserts that the only evidence at trial that the parties entered into a contract was the various invoices and purchase orders. Mecc Alte contends that this evidence reflects that Hybrid contracted for “off-the-shelf”

AL3 generators, which is what Mecc Alte provided, and that the parties contracted for nothing more.

Based on our review of the evidence as a whole and in the light most favorable to the verdict, we conclude that a reasonable juror could find that Mecc Alte agreed to provide not just “off-the-shelf” generators, but generators that would work in the light towers that Hybrid manufactured for Zedcor. The trial record includes testimony from Underbrink, Ruttger, and a subcontractor that Hybrid explained the light towers were intended to operate in remote, cold locations in Canada, and that Mecc Alte’s representatives recommended the AL3 generator for Hybrid’s design. There was also testimony that Mecc Alte’s engineer instructed Hybrid’s employees on how to calibrate the generators. Hybrid’s employees testified that they were led to believe that the generators would not need further calibration if Mecc Alte’s instructions were followed. This evidence was sufficient for the jury to find that Mecc Alte agreed to provide a generator that would function in Hybrid’s light towers.

Mecc Alte also broadly asserts that Hybrid failed to demonstrate a breach because the trial evidence shows that Hybrid’s design is to blame for the light towers’ failure, rather than the AL3 generator. Mecc Alte states that the jury was required to “speculate” as to how the light towers failed because Hybrid introduced no technical evidence on how the AL3 generator failed. But the circumstantial evidence at trial was sufficient for the jury to find by a preponderance of the evidence that Mecc Alte’s generators were to blame for the light towers’ failures. For instance, even though he could not explain exactly why, Ruttger agreed that the failure of the light towers resulted from the AL3 generator. Likewise, one

of Hybrid’s subcontractors testified that “the sole problem” with the light towers was the generators. And Zedcor’s CEO agreed “a hundred percent” that “the failures had been solved by the installation . . . of the new [non-Mecc Alte] generators.” Viewed in the light most favorable to the verdict, this evidence is sufficient for a reasonable jury to find that Mecc Alte’s generators were the reason that Hybrid’s light towers did not function as required.

We are not persuaded otherwise by Mecc Alte’s suggestion that Hybrid could not prove its claim through circumstantial evidence but instead was required to prove its claim through technical proof of the AL3 generators’ failures. Mecc Alte cites no caselaw, and we are aware of no caselaw, that supports this proposition. To the contrary, jurors may rely on “common sense . . . to draw reasonable inferences when making a decision.” *Staub as Tr. of Weeks v. Myrtle Lake Resort, LLC*, 964 N.W.2d 613, 625 (Minn. 2021). By offering evidence that the light towers did not work as intended until the AL3 generators were replaced, Hybrid presented sufficient evidence for the jury to make a common-sense finding that Mecc Alte’s AL3 generators were the source of the light towers’ performance issues.¹

Breach of Express Warranty

The elements of a warranty claim are “the existence of a warranty, a breach, and a causal link between the breach and the alleged harm.” *Peterson v. Bendix Home Sys., Inc.*, 318 N.W.2d 50, 52-53 (Minn. 1982). An express warranty arises when a seller makes

¹ To the extent that Mecc Alte also makes this argument regarding its warranty claims, we reach the same conclusion.

promises to a buyer about a good. Minn. Stat. § 336.2-313 (2024). Under those circumstances, there is a warranty that the good will conform to the buyer's promises. *Id.*

Hybrid's express-warranty theory hinged on a statement by Weber in an email response. After the December 2017 meeting, Underbrink emailed Weber, Ruttger, and Johnson that he thought Hybrid should "commit" to the AL3 generators "with the condition that they work." In reply, Weber stated on behalf of Mecc Alte: "Of course they will work as designed." Hybrid maintains that Weber's email reflects a promise by Mecc Alte that the AL3 generators would work in Hybrid's light tower as designed.

Mecc Alte argues that Weber's email response did not create an express warranty because, at trial, Underbrink "testified twice that he understood Mr. Weber's statement 'they will work as designed' to refer to Mecc Alte's [*generators*], not [the] fully assembled light towers." We reject this argument because it misstates Underbrink's testimony. At trial, Underbrink did not testify that he was referring to the generators themselves. Instead, Underbrink testified that he understood Weber's statement to mean that Weber was saying, "Of course [the AL3 generators will] work as designed. *They'll work in those light towers.*" (Emphasis added.) Viewing Underbrink's testimony and Weber's email in the light most favorable to the verdict, we are satisfied that the evidence was sufficient for the jury to find that Mecc Alte expressly warranted that the AL3 generators would work in Hybrid's light-tower design.

Breach of Implied Warranty of Fitness for a Particular Purpose

An implied warranty of fitness for a particular purpose arises when "the seller at the time of contracting has reason to know any particular purpose for which the goods are

required and that the buyer is relying on the seller's skill or judgment to select or furnish suitable goods." Minn. Stat. § 336.2-315 (2024). To prove breach of an implied warranty of fitness for a particular purpose, the plaintiff must prove that the defendant "had reason to know that [the plaintiff] was relying on [the defendant's] skill or judgment to furnish appropriate goods." *Willmar Cookie Co. v. Pippin Pecan Co.*, 357 N.W.2d 111, 115 (Minn. App. 1984).

Mecc Alte contends that Hybrid "introduced no evidence that it asked Mecc Alte to prove that the [AL3 generator] was the correct type of [generator] for the Hybrid-designed light towers, i.e. that Hybrid was relying on Mecc Alte's 'skill or judgment' to select suitable goods." Mecc Alte argues that Hybrid instead selected an "off the shelf" part, "which Mecc Alte delivered." Mecc Alte's argument fails for the same reason its breach-of-contract argument failed. Multiple witnesses testified that Mecc Alte recommended the AL3 generator and provided instructions on installing it. The same witnesses testified that they relied on Mecc Alte's recommendations and understood that if they followed the instructions on installing the generators, the light towers would work.

Conclusion

As discussed above, the evidence permitted a reasonable jury to find that Mecc Alte (1) breached its contract with Hybrid to provide generators that worked in the light towers, (2) breached an express warranty that the AL3 generator would work in Hybrid's light towers, and (3) breached an implied warranty that the AL3 generators were fit for the particular purpose of Hybrid's design. Therefore, there was a reasonable theory based on the evidence to support the verdict, and the district court did not err by denying Mecc Alte's

motion for JMOL. *See Vermillion State Bank*, 969 N.W.2d at 618-19. Likewise, the jury's verdict in favor of Hybrid was not "manifestly and palpably contrary to the evidence viewed as a whole." *Navarre*, 652 N.W.2d at 21 (quotations omitted). And so, the district court did not abuse its discretion by denying Mecc Alte's motion for a new trial.

III. The district court did not abuse its discretion by denying Mecc Alte's motion for a new trial based on the jury's answers on the special-verdict form.

Lastly, Mecc Alte contends that the special-verdict form was confusing and that the jury's answers on the form were internally inconsistent. Mecc Alte argues that the district court abused its discretion by denying its motion for a new trial on this alternative basis.

We initially note that Mecc Alte participated in the creation of the special-verdict form and lodged no objection to the form as presented to the jury. "It is well established that a failure to object to a special verdict form prior to its submission to the jury constitutes a waiver of a party's right to object on appeal." *Kath v. Burlington N. R.R. Co.*, 441 N.W.2d 569, 572 (Minn. App. 1989), *rev. denied* (Minn. July 27, 1989). To the extent that Mecc Alte argues that the special-verdict form's structure confused the jury, we consider that argument waived because Mecc Alte actively participated in and agreed to the special-verdict form as presented to the jury without objection.

As for Mecc Alte's specific arguments that the jury's findings in the special-verdict form were inconsistent, those arguments pertain only to questions related to Hybrid's warranty claims. On the special-verdict form, the jury found that Hybrid was negligent as to its express-warranty claim; that Hybrid's negligence was not a "direct cause" of its damages on its express-warranty claim; and that Hybrid was not negligent on its other

warranty claims. In other words, the jury found that Hybrid did not directly cause any of its warranty damages. Yet in a later question, the jury, when considering “all of the fault that contributed as a direct cause of [Hybrid’s] damages,” attributed 20% of the fault to Hybrid. In adopting the jury’s findings, the district court found that Hybrid was “negligent but not the cause of the damages.” Mecc Alte asserts that the district court improperly reconciled the jury’s inconsistent findings on Hybrid’s contributory fault.

Because Hybrid also recovered under a breach-of-contract theory, we conclude that any error in the district court’s reconciliation of the jury’s findings was harmless. In the special-verdict form, the jury found that Mecc Alte breached its contract with Hybrid and that \$4,745,813.92 would fairly compensate Hybrid for the damages caused by Mecc Alte’s breach of the parties’ contract. The jury also found that Mecc Alte breached various warranties and that Hybrid was entitled to \$4,745,813.92 on account of those breaches. The district court ultimately awarded Hybrid judgment against Mecc Alte in the amount of \$4,745,813.92, total, for all claims.

Mecc Alte does not contend that any of the jury’s findings related to Hybrid’s breach-of-contract claim were inconsistent, nor does it challenge the jury’s award of \$4,745,813.92 in damages for breach of contract. Therefore, even assuming the district court erroneously reconciled inconsistent jury findings on Hybrid’s *warranty* claims, the jury’s findings on Hybrid’s *contract* claim nonetheless support the damages found by the jury and awarded to Hybrid by the district court. Consequently, any error in the district court’s reconciliation of the jury verdict was harmless.

Affirmed.