This opinion is nonprecedential except as provided by Minn. R. Civ. App. P. 136.01, subd. 1(c).

STATE OF MINNESOTA
IN COURT OF APPEALS
A24-0467

CSM Bonaventure Limited Partnership, L.L.L.P.,
Respondent,

vs.

Fun Eats and Drinks, LLC,
Appellant.

Filed November 12, 2024
Affirmed
Worke, Judge

Hennepin County District Court
File No. 27-CV-20-9037

Taylor D. Sztainer, Aaron P. Minster, Moss & Barnett, P.A., Minneapolis, Minnesota (for respondent)

Jeffrey W. Thone, Kirby C. Graff, Charlotte R. James, Sanford, Pierson, Thone & Strean, PLC, Wayzata, Minnesota (for appellant)

Considered and decided by Larson, Presiding Judge; Worke, Judge; and Bjorkman, Judge.

NONPRECEDENTIAL OPINION

WORKE, Judge

Appellant challenges a Minnesota district court's order enforcing a settlement agreement, arguing that it was never approved by a California court as required by (1) a court order appointing a receiver and (2) the terms of the settlement agreement. We affirm.

FACTS

In July 2020, respondent CSM Bonaventure Limited Partnership, L.L.L.P. (CSM) filed a complaint against appellant Fun Eats and Drinks, LLC (Fun Eats) in Minnesota (the Minnesota action). CSM alleged that Fun Eats failed to pay rent in breach of a commercial-lease agreement.

A jury trial was scheduled in the Minnesota action but was continued because of a receivership established by a California court that governed Fun Eats and its assets. The receivership arose after a secured creditor filed a complaint in California against Fun Eats asserting that Fun Eats defaulted on loan payments (the California action). In March 2023, the California court appointed a receiver authorized to "take possession and control of [Fun Eats], including all of [its] assets and its books and records." The California court further authorized the receiver to "communicate with counsel of record regarding any matters within the litigation, and to agree to settle such matters." The order made any settlement reached by the receiver subject to court approval.

Before the jury trial commenced in the Minnesota action, Fun Eats informed the Minnesota court that it reached a settlement with CSM (the settlement agreement) and asked the court to remove the trial from the court's calendar. The settlement agreement included the following term:

> Settlement Approval. The [p]arties understand and agree that this Agreement is subject to the approval of the California Court. Within thirty (30) days of execution and delivery of this Agreement, the Receiver shall file a motion to the California Court for approval of this Agreement. . . . [A]pproval shall be in the form of a court order. This

> Agreement shall be deemed null and void in the event the Agreement is not approved by the California Court.

The settlement agreement was signed on behalf of Fun Eats by the receiver and on behalf of CSM by its general partner. Pursuant to the settlement agreement-approval term, the receiver filed an application for approval of the Minnesota settlement agreement by the California court.

On September 5, the day before the California court was scheduled to hear the settlement agreement-approval application, the receiver and the parties to the California action agreed to settle. The parties filed a stipulation (the stipulation) that included a stipulation to terminate the receivership and discharge the receiver. The receiver and the parties also stipulated "that all of the acts, transactions and all of the actions of the Receiver herein for the receivership period are confirmed, ratified and approved, as being right and proper and in the best interests of the receivership estate and the parties to this action." The stipulation was signed by the receiver and Fun Eats' California attorney.

The receiver subsequently withdrew the settlement agreement-approval application, and the California court issued two orders. The first was a minute order noting that "Receiver withdraws pending ex parte application." The second order approved and ratified the stipulation and terminated the receivership (the September order).

In October 2023, CSM moved the Minnesota district court to enter judgment on its claims consistent with the terms of the settlement agreement. Fun Eats opposed the motion, arguing that because the receiver withdrew the settlement agreement-approval application, the settlement agreement was never approved by the California court and was therefore null and void. The district court issued an enforcement order after concluding that the California court approved the settlement agreement. This appeal followed.

DECISION

"[A] district court shall treat a motion to enforce a settlement agreement as it would a motion for summary judgment[.]" *Voicestream Minneapolis, Inc. v. RPC Props., Inc.*, 743 N.W.2d 267, 273 (Minn. 2008). This court reviews a district court's summary-judgment decision de novo. *Riverview Muir Doran, LLC v. JADT Dev. Grp., LLC*, 790 N.W.2d 167, 170 (Minn. 2010). In reviewing a summary-judgment decision, we determine "whether the district court properly applied the law and whether there are genuine issues of material fact that preclude summary judgment." *Id.* We review de novo whether a genuine issue of material fact exists and whether the district court erred in its application of the law. *STAR Ctrs., Inc. v. Faegre & Benson, L.L.P.*, 644 N.W.2d 72, 77 (Minn. 2002).

Under the terms of the settlement agreement and the receivership order, the settlement was not valid unless approved by the California court. Fun Eats argues that there is a genuine issue of material fact as to whether the California court approved the settlement agreement because neither the stipulation nor the September order provided express approval of the settlement. We disagree.

"Stipulations are treated and interpreted as binding contracts." *Emerick ex rel. Howley v. Sanchez*, 547 N.W.2d 109, 112 (Minn. App. 1996). "Whether a [stipulation] is ambiguous is a question of law that we review de novo." *Dykes v. Sukup Mfg. Co.*, 781 N.W.2d 578, 582 (Minn. 2010). "The language of a [stipulation] is ambiguous if it is susceptible to two or more reasonable interpretations." *Id.* If a stipulation is unambiguous, its terms are "given their plain and ordinary meaning . . . and summary judgment may be appropriate." *Bank Midwest, Minn., Iowa, N.A. v. Lipetzky*, 674 N.W.2d 176, 179 (Minn. 2004).

The stipulation was unambiguous. The stipulation provided that "all of the acts, transactions and all of the actions of the Receiver herein for the receivership period are confirmed, ratified and approved, as being right and proper and in the best interests of the receivership estate and the parties to this action." Fun Eats does not dispute that the receiver had authority to settle the Minnesota action at the time the stipulation was filed. Furthermore, in California, "all means all." *Rubin v. W. Mut. Ins. Co.*, 71 Cal.App.4th 1539, 1547 (1999). In this context, the only reasonable interpretation of "all" is that the stipulation includes the receiver's act of entering into the settlement agreement. And because the California court's September order "approved and ratified" the stipulation "and the actions described therein," we conclude that the California court expressly approved the settlement agreement.

Nonetheless, if the September order approved "all" acts of the receiver, as we conclude it did, Fun Eats argues that the order necessarily approved the receiver's act withdrawing the settlement agreement-approval application. According to Fun Eats, approving both acts raises a fact issue because the court could not approve the settlement agreement if the application seeking approval was withdrawn. Fun Eats' argument assumes that, absent an application for approval, the California court lacked authority to grant approval. But Fun Eats cites no authority supporting its contention. Furthermore, Fun Eats provides no evidence that the court intended the minute order to limit the scope of its September order. Absent authority or evidence to the contrary, we conclude that the court did not create a fact issue by approving both the settlement agreement and the withdrawal of the settlement agreement-approval application because each of those acts is not incompatible with the other.

We conclude that the California court's September order expressly approved and ratified the parties' stipulation that "all" acts of the receiver were approved and therefore satisfied the requirement that the settlement agreement receive court approval. Because Fun Eats provides no evidence and cites no authority that a genuine issue of material fact exists, we need not reach the additional issues raised.

Affirmed.