

*This opinion is nonprecedential except as provided by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
A25-0025
A25-0090**

Jaguar Communications, LLC,
Respondent, Appellant (A25-0090),

vs.

Daniel Petsinger,
Appellant (A25-0025), Respondent.

**Filed August 18, 2025
Affirmed in part and remanded; motion denied
Schmidt, Judge**

Steele County District Court
File No. 74-CV-24-279

Kelly C. Engebretson, Austin J. Malinowski, Moss & Barnett, P.A., Minneapolis,
Minnesota (for respondent/cross-appellant)

Daniel Petsinger, Ellendale, Minnesota (pro se appellant/cross-respondent)

Considered and decided by Schmidt, Presiding Judge; Reyes, Judge; and Cochran,
Judge.

NONPRECEDENTIAL OPINION

SCHMIDT, Judge

Appellant and cross-respondent Daniel Petsinger challenges the district court's final judgment granting his request for an injunction and declaratory relief but dismissing his trespass claim. Respondent and cross-appellant Jaguar Communications, LLC (also known

as Metronet)¹ challenges the district court’s summary-judgment order based on its determination that Jaguar does not have a valid easement on Petsinger’s land. Because the district court did not err in its determinations, we affirm in part. However, we remand for the sole purpose of allowing the district court to clarify what personal property Jaguar may remove from Petsinger’s land before being enjoined from reentry.

FACTS

DJ Gravel, Inc. owned real property in Ellendale. In April 2008, judgment was entered against DJ Gravel for delinquent 2007 property taxes. In May 2008, the property was forfeited to the State of Minnesota because of the delinquent taxes.

In August 2008, DJ Gravel granted Jaguar an easement to build a structure for internet services that it provides to customers. The easement was recorded with the Steele County Recorder in December 2008. In November and December 2008, Jaguar constructed a structure—referred to as “the hut”—to house equipment necessary to maintain and provide the internet services.

The county sent a notice of expiration of redemption to interest holders in the property in June 2015, but Jaguar apparently did not receive notice.² Neither DJ Gravel, nor any other interest holders, redeemed the property before the time for redemption

¹ Jaguar Communications, Inc. was restructured into a Minnesota limited liability company with the registered entity name of Jaguar Communications, LLC. The attorneys for Jaguar refer to both entities as “Metronet.” Petsinger accuses Jaguar of misconstruing who they are and argues that Metronet cannot be a party. Because Jaguar is the party on appeal, Petsinger’s concerns are unwarranted.

² To the extent that Jaguar was not given proper notice, the district court noted that Jaguar may have a claim against the state, but not against Petsinger. That issue is not before us.

expired. As such, in August 2015, the county auditor signed the certificate of forfeiture, and the state took title of the property. Petsinger purchased the property in April 2017. The state conveyed the real property to Petsinger by quitclaim deed “together with all hereditaments and appurtenances belonging thereto, but excepting and reserving to the said state, in trust of the taxing districts concerned, all mineral rights, as provided by law.”

In January 2024, Petsinger informed Jaguar that it was trespassing on his property. Jaguar sent Petsinger a letter explaining its easement. Petsinger put up “no trespassing” signs, one of which prevented Jaguar from entering the hut. Petsinger also delivered a “cease and desist” and a trespass warning notice to a Jaguar storefront.

Jaguar sued Petsinger. Jaguar sought a declaratory judgment to clarify “that it has the right to construct, maintain, repair, and replace the [hut],” “that it has the right to ingress and egress to and from the [hut],” that Petsinger breached the grant of the easement, and that Jaguar never trespassed on the property or breached the grant of the easement. Jaguar also alleged claims of breach of contract and private nuisance, and it sought injunctive relief preventing Petsinger “from obstructing and interfering” with Jaguar’s rights under the easement. The district court granted Jaguar a temporary restraining order (TRO) against Petsinger. The district court later allowed Jaguar to amend its complaint to include a claim that Petsinger breached an easement by prescription.

Petsinger answered the complaint, asserting many affirmative defenses, including unclean hands. Petsinger also brought counterclaims against Jaguar for fraud, perjury, trespass, private nuisance, damage to property, injunctive relief ordering Jaguar to stay off

Petsinger's property, theft, attempted theft, and declaratory judgment that he and his wife are sole owners of the property with no easement.

Jaguar filed a motion to dismiss several of Petsinger's counterclaims for failure to state a claim upon which relief can be granted. The court dismissed Petsinger's fraud claim without prejudice and dismissed his perjury, private nuisance, damage to property, theft, and attempted theft claims with prejudice. Petsinger's claims for declaratory judgment, trespass, and injunctive relief survived. Petsinger filed a motion to have the district court judge removed from the case, which the district court denied.

Both parties moved for summary judgment. The district court denied Jaguar's motion for summary judgment and dismissed its complaint with prejudice. The district court determined that Jaguar's express easement expired in 2015, and thereafter, the duration of any adverse use was insufficient to create an easement by prescription. The district court denied Petsinger's motion for summary judgment on his trespass counterclaim and dismissed the claim with prejudice. The district court reasoned that Jaguar had not trespassed because it entered Petsinger's land under the color of a recorded easement and, later, under authority of the court. The district court also denied Petsinger damages under the doctrine of laches because Petsinger knew or should have known of Jaguar's use, but delayed seeking relief for seven years. However, the district court granted in part Petsinger's motion for summary judgment on his counterclaims for declaratory judgment and injunctive relief. The district court determined that, because Jaguar does not hold a valid easement, it must vacate Petsinger's land and remove its personal property.

Both Petsinger and Jaguar appealed. We consolidated the appeals.

DECISION

I. The district court did not err in determining that Jaguar no longer has a valid easement.

Jaguar challenges the district court's ruling that it no longer has a valid easement on Petsinger's land. We review a district court's summary-judgment decision de novo. *STAR Ctrs., Inc. v. Faegre & Benson, L.L.P.*, 644 N.W.2d 72, 76-77 (Minn. 2002). In doing so, "we review whether there are any genuine issues of material fact and whether the district court erred in its application of the law." *Id.* at 76. "We view the evidence in the light most favorable to the party against whom summary judgment was granted." *Id.* at 76-77.

Jaguar argues the district court erred in dismissing its claims because it had an express easement that never extinguished or, in the alternative, a prescriptive easement.³ "An easement is an interest in land possessed by another which entitles the grantee of the interest to a limited use or enjoyment of that land." *Scherger v. N. Nat. Gas Co.*, 575 N.W.2d 578, 580 (Minn. 1998). The scope of an express easement depends on "the construction of the terms of the agreement granting the easement." *Id.* By contrast, a prescriptive easement, obtained through adverse possession, "is based on prior continuous use and grants a right to use the property of another." *Rogers v. Moore*, 603 N.W.2d 650, 656 (Minn. 1999). The party claiming a prescriptive easement must prove by clear and convincing evidence that it used the property "in an actual, open, continuous, exclusive, and hostile manner for 15 years." *Id.* at 657.

³ Jaguar argues, for the first time on appeal, that it should have been granted an easement by estoppel. This argument is forfeited because it was not raised to the district court. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988).

A. Jaguar’s express easement expired in 2015.

1. The district court did not err in determining that Jaguar had obtained an express easement in 2008.⁴

Jaguar first argues that the district court erred in determining that Jaguar had obtained a valid, express easement from DJ Gravel in December 2008. Jaguar contends that, without an express easement, the time to determine Jaguar’s adverse possession claim to obtain a prescriptive easement began to run in 2008. We disagree.

First, Jaguar argues that the state owned the land after the forfeiture and, therefore, DJ Gravel could not have granted an easement. Contrary to Jaguar’s contention, the state did not hold title to the property at the time that DJ Gravel granted Jaguar an easement. Instead, the state only had a lien on the property at the time Jaguar obtained the express easement from DJ Gravel. *See* Minn. Stat. § 281.18; *see also* *Rupley v. Fraser*, 156 N.W. 350, 352 (Minn. 1916) (“The owner still has title and a right to redeem until there has been a sale by the state to a private person and notice of expiration of redemption

⁴ Jaguar argues that the district court improperly granted summary judgment on grounds not argued by the parties and without notice, in violation of Minnesota Rule of Civil Procedure 56.06. The district court partially based its ruling that Jaguar had a valid easement in 2008 on Minnesota Statutes section 281.18 (2024), and then based its determination that the easement was extinguished in 2015 on Minnesota Statutes section 280.11 (2024). Jaguar asserts that the parties did not make arguments about these statutes. Petsinger did, however, cite section 280.11 in his motion for summary judgment. And section 281.18, which the parties did not cite, was in the same chapter as many of the other statutes that Petsinger had discussed. In addition, the question of who held title to the property at various points in time was an issue that both parties put before the court. Therefore, the district court did not err by determining—as a matter of law—who held title to the property and when they owned the property. In any event, Jaguar was not prejudiced by the district court’s reference to section 281.18. Jaguar has thoroughly challenged before this court the merits of the district court’s order—including the applicability of section 281.18—and we review that order de novo.

given and the time fixed by statute thereafter has expired.”).⁵ When the property forfeited to the state in May 2008, DJ Gravel retained title to the property. *See* Minn. Stat. § 280.41 (2024); *Rupley*, 156 N.W. at 352. DJ Gravel had a minimum of three years to redeem the property. *See* Minn. Stat. § 281.14 (2024) (stating that “time for redemption” does “not expire until notice of expiration of redemption . . . [is] given”); Minn. Stat. § 281.17(a) (2024) (providing a three-year redemption period). Because DJ Gravel did not redeem the property within the statutory time frame, the state took absolute title of the property in August 2015, after the time for redemption expired. *See* Minn. Stat. § 281.18.⁶

Jaguar argues that the statutes do not address who holds title during the redemption period. Jaguar contends that, under section 280.41, fee title to the property vested in the state at the time of forfeiture (in May 2008) only subject to DJ Gravel’s right of redemption, which it did not exercise, and the state then acquired absolute title (fee simple absolute) when the redemption period ended.

But this argument ignores the caselaw that holds an owner still has title after forfeiture to the state. *Rupley*, 156 N.W. at 352. The state only has a lien on the property until the period for redemption expires. *Rupley*, 156 N.W. at 352. Jaguar argues that

⁵ In discussing Minnesota’s tax forfeiture statute, the United States Supreme Court stated that if a taxpayer “does not timely pay, the tax accrues interest and penalties, and the County obtains a judgment against the property, transferring limited title to the State.” *Tyler v. Hennepin County*, 598 U.S. 631, 635 (2023). The Court does not elaborate on what “limited title” is, and the sources cited by the court do not dispute the lien status established by *Rupley*. *Id.* (citing Minn. Stat. §§ 279.03, .18, 280.01 (2022)).

⁶ The district court cited Minnesota Statutes section 281.10 (2024), but the language it quoted is from Minnesota Statutes section 281.18.

Rupley is no longer good law because it predates the 1983 amendments to chapter 280. But “we presume that the legislature does not abrogate the common law unless it does so expressly or by necessary implication.” *Urban v. Am. Legion Dep’t of Minn.*, 723 N.W.2d 1, 10 (Minn. 2006). Jaguar has cited no statutory language that expressly—or by necessary implication—abrogated *Rupley*’s statement that the state has a lien on the property, not title, in the interim period after forfeiture.

Moreover, the language in section 280.41 is consistent with the district court’s holding that absolute title does not vest in the state until after the redemption period. *See* Minn. Stat. § 280.41 (“Title to all parcels of land bid in for the state shall vest in the state subject only to the rights of redemption set forth in chapter 281.”). Minnesota Statutes section 281.18 expressly declares that the state takes absolute title after the redemption period expires, which is consistent with prior caselaw.

In the time between forfeiture and the expiration of the redemption period, DJ Gravel retained title to the property, which included the authority to grant an express easement to Jaguar. The state’s lien on the property did not interfere with DJ Gravel’s power to grant an easement on its property. *See Gau v. Hyland*, 41 N.W.2d 444, 448 (Minn. 1950) (“A *lien* upon land is a mere hold or claim thereon as security for some debt or charge of the lienor. . . . A lien is [in] no sense an estate or interest in the land.” (citations omitted)). The district court did not err in determining that Jaguar had obtained an express easement on the property in 2008.

2. The district court did not err in determining that Jaguar's express easement expired in 2015.

Jaguar argues that, even if an express easement was created in 2008, that easement never extinguished. The district court determined that the easement “extinguished when the Steele County Auditor issued a certificate of forfeiture on August 31, 2015.”

The district court did not err in determining that Jaguar's easement extinguished. The statute provides that the easements must have been recorded as of the date of the tax judgment sale. Minn. Stat. § 280.11. The undisputed evidence established that Jaguar recorded its easement seven months after the tax judgment sale and, thus, did not have an easement on record at the date of the tax judgment sale.⁷

Jaguar cites *Levine v. Twin City Red Barn No. 2, Inc.*, 207 N.W.2d 739 (Minn. 1973) to contend that purchasers take property subject to open and obvious encumbrances. In *Levine*, the supreme court stated “that where a burden has been imposed upon land sold, assuming the marks of the burden are known to the purchaser or are open and visible and apparent on ordinary inspection of the premises, the purchaser takes the title with the servitude upon it.” 207 N.W.2d at 742. The court noted that “a person who purchases land with knowledge or . . . notice that it is burdened with an easement in favor of other property ordinarily takes the estate subject to the easement.” *Id.*⁸

⁷ Jaguar's argument that telecommunication easements cannot extinguish is inaccurate, because the statutory language in section 280.11 regarding permits for telephone and electric power lines is qualified by the preceding language requiring the easement to be “of record at the date of the tax judgment sale.” Minn. Stat. § 280.11.

⁸ Jaguar also cites to *Dozier v. Krmpotich*, 35 N.W.2d 696 (Minn. 1949) for the proposition that a purchaser at a foreclosure sale is subject to plainly visible rights of other parties in

Levine's reach is limited in this context because easements must be recorded before the tax judgment sale. Section 280.11 provides that a property vested to the state after a redemption period is subject to "easements and restrictions of record at the date of the tax judgment sale." Because Jaguar did not have an easement recorded before the tax judgment sale, Jaguar's easement extinguished after the redemption period expired.⁹

B. There was no prescriptive easement.¹⁰

Jaguar argues that it obtained a prescriptive easement through adverse possession. To adversely possess an easement, the use must be "in an actual, open, continuous, exclusive, and hostile manner for 15 years." *Rogers*, 603 N.W.2d at 657. As the district court determined, Jaguar cannot satisfy the 15-year requirement.

From 2008 to 2015, Jaguar had a valid, express easement that it obtained from DJ Gravel. Because Jaguar had an express easement, its pre-2015 possession was not hostile. And 15 years had not elapsed between 2015 (the earliest date when Jaguar's hostile possession may have started) and 2024 (when Petsinger told Jaguar to get off the land). The district court, therefore, properly determined that Jaguar had not produced evidence to create a fact question about the 15 years of hostile possession.

possession. But *Dozier* addressed circumstances of a mortgage foreclosure sale, not a tax forfeiture sale, which has a different statutory scheme. *See* 35 N.W.2d at 700.

⁹ We are not unsympathetic to Jaguar's assertion that the state or county did not provide it with notice that the redemption period was about to expire. But as the district court noted, Jaguar's claim would be against the government, not Petsinger. And, again, this issue is not before us on appeal.

¹⁰ Petsinger argues that judicial estoppel precludes Jaguar from making a prescriptive easement argument. But Jaguar is permitted to present arguments "in the alternative."

II. The district court did not err in addressing Petsinger’s counterclaims, but a remand is necessary to sort out the property to be removed.

A. The district court did not err in dismissing Petsinger’s counterclaims.

Petsinger argues the district court erred in dismissing six of his counterclaims on the pleadings and another counterclaim at summary judgment. He further argues the district court erred in declining to award damages. We address each in turn.

1. The district court did not err in dismissing Petsinger’s counterclaims on the pleadings.¹¹

Petsinger argues the district court erred in dismissing his counterclaims on the pleadings. This court reviews “de novo the district court’s grant of a motion to dismiss under Minn. R. Civ. P. 12.02(e). In so doing, we consider only the facts alleged in the complaint, accepting those facts as true.” *Sipe v. STS Mfg., Inc.*, 834 N.W.2d 683, 686 (Minn. 2013) (quotation and citation omitted).

The district court determined that there was no statutory support for a civil cause of action for the criminal counterclaims for perjury, theft, or criminal damage to property, as pleaded under Minn. Stat. §§ 609.48, .52, .595 (2024). The court also dismissed the civil-theft claim under Minn. Stat. § 604.14 (2024), because the statute concerns personal property and Petsinger’s civil-theft claim only alleged issues about real property.

¹¹ Jaguar argues that Petsinger’s counterclaims that the district court dismissed for failure to state a claim are not properly before us because the alleged errors occurred long before the district court rendered its summary-judgment order. But the district court’s order dismissing Petsinger’s counterclaims did not result in a final judgment. The time to appeal “shall not begin to run until the entry of a judgment which adjudicates all the claims and rights and liabilities of the remaining parties.” Minn. R. Civ. App. P. 104.01, subd. 1. And we “may review any order involving the merits or affecting the judgment.” Minn. R. Civ. P. 103.04. Petsinger properly appealed after final judgment was entered.

Petsinger argues the district court's dismissal of his criminally based claims should be reversed. But Petsinger provides no authority for the proposition that criminal statutes can provide for causes of action in a civil lawsuit. "A statute gives rise to a private cause of action only if the language of the statute is explicit or it can be determined by clear implication." *Favors v. Kneisel*, 902 N.W.2d 92, 95 (Minn. App. 2017) (quotation omitted). The criminal statutes here do not explicitly, or by clear implication, create a civil cause of action. And Petsinger's assignment of error without support by argument or authority is forfeited "unless prejudicial error is obvious on mere inspection." *Schoepke v. Alexander Smith & Sons Carpet Co.*, 187 N.W.2d 133, 135 (Minn. 1971). Because there is no obvious prejudicial error on mere inspection, the argument is forfeited.

Petsinger also challenges the district court's dismissal of his fraud claim. The district court dismissed the fraud claim without prejudice because Petsinger did not allege that he acted in reliance on Jaguar's allegedly false claims. Petsinger asserts his fraud claim was not heard at all, and the claim was not just about the easement but about Jaguar's counsel's actions. To succeed on his fraud claim, Petsinger needed evidence of:

- (1) a false representation by [Jaguar] of a past or existing material fact susceptible of knowledge; (2) made with knowledge of the falsity of the representation or made without knowing whether it was true or false; (3) with the intention to induce [Petsinger] to act in reliance thereon; (4) that the representation caused [him] to act in reliance thereon; and (5) that [he] suffered pecuniary damages as a result of the reliance.

Valspar Refinish, Inc. v. Gaylord's, Inc., 764 N.W.2d 359, 368 (Minn. 2009). Petsinger's complaint contained no allegation that he relied on a misrepresentation by Jaguar. Thus, the district court did not err in dismissing the fraud claim on the pleadings.

Petsinger also challenges the district court's dismissal of his private-nuisance counterclaim but does not provide any specific arguments on appeal as to why he believes that the claim was improperly dismissed. Without argument or citation to legal authority, this argument is deemed forfeited. *Schoepke*, 187 N.W.2d at 135. And we do not see any obvious prejudicial error on mere inspection. *Id.*

2. The district court did not err in dismissing the trespass claim.

Petsinger argues his trespass claim was improperly dismissed at the summary-judgment stage. We review a district court's summary-judgment decision de novo. *STAR*, 644 N.W.2d at 76-77. In doing so, "we review whether there are any genuine issues of material fact and whether the district court erred in its application of the law." *Id.* at 76. "We view the evidence in the light most favorable to the party against whom summary judgment was granted." *Id.* at 76-77.

"[A] trespass is committed where a plaintiff has the right of possession to the land at issue and there is a wrongful and unlawful entry upon such possession by defendant." *Johnson v. Paynesville Farmers Union Coop. Oil, Co.*, 817 N.W.2d 693, 701 (Minn. 2012) (quotation omitted). Trespass is an "intentional interference with rights of exclusive possession." *Id.* (quotation omitted). Because it "is an intentional tort, reasonableness on the part of the defendant is not a defense to trespass liability." *Id.*

The district court dismissed the trespass claim, reasoning that Jaguar did not intentionally engage in wrongful conduct. But the “intent” element of trespass applies to the defendant’s entrance upon the land, not whether the defendant’s conduct was wrongful. *See id.* And viewed in the light most favorable to Petsinger, there was evidence that Jaguar intentionally entered “upon the land in possession of another.” *Id.* (quotation omitted).¹²

Despite the erroneous reasoning, we affirm the dismissal of Petsinger’s trespass claim based upon the district court’s laches reasoning. “Laches is an equitable doctrine that prevents one who has not been diligent in asserting a known right from recovering at the expense of one who has been prejudiced by the delay.” *Carlson v. Ritchie*, 830 N.W.2d 887, 891 (Minn. 2013) (quotation omitted). The analysis requires consideration of “whether there has been such an unreasonable delay in asserting a known right, resulting in prejudice to others, as would make it inequitable to grant the relief prayed for.” *Id.* (quotation omitted). “[A] party is not guilty of laches until he discovers the mistake, or until he is chargeable with knowledge of facts from which, in the exercise of proper diligence, he ought to have discovered it.” *Clark v. Reddick*, 791 N.W.2d 292, 294 (Minn. 2010) (quotation omitted).

¹² The district court relied on a prior case by this court for the proposition that entry upon land under color of title that is later found to be defective does not constitute trespass. *See Burgmeier v. Bjur*, 533 N.W.2d 67, 70 (Minn. App. 1995), *rev. denied* (Minn. Sept. 20, 1995). However, the district court’s citation to that case is inapposite. In *Burgmeier*, the defendant had the presumption of color of title *and* had an “unlawful detainer court’s authorization.” *Id.* Here, unlike the defendant in *Burgmeier*, Jaguar had a valid easement from 2008 to 2015, but did not have court authorization to be on the property until the district court granted the TRO on March 13, 2024.

The district court denied Petsinger’s request for mesne profits¹³ under the doctrine of laches because Petsinger “knew or should have known of the use but delayed seeking relief from [Jaguar] for several years, all the while allowing [Jaguar] to continue investing in its business operations on the Contested Property.” The district court further stated: “To require [Jaguar] to pay mesne profits to [Petsinger] for [Jaguar’s] revenues attributable to use of the Contested Property under the circumstances of this case would be inequitable and would go far beyond the fence that marks the unjust enrichment boundary.”

According to Petsinger’s allegations, viewed in the light most favorable to him, Petsinger knew that Jaguar did not have a valid easement when he purchased the property in 2017. Petsinger asserts that he had conversations with Jaguar’s in-house legal counsel that continued “into early to mid-2018” that “suddenly and without explanation, ceased.” But Petsinger did not sue for trespass until March 2024. Therefore, based on his own allegations, Petsinger waited at least six years before asserting a right to keep Jaguar off his property. In fact, Petsinger did not assert this right until after Jaguar sued Petsinger.

We affirm the dismissal of Petsinger’s trespass claim because, as the district court reasoned, there has been “an unreasonable delay in asserting a known right, resulting in prejudice to others,” which makes it “inequitable to grant the relief prayed for.”¹⁴

¹³ “Mesne profits are the profits or other pecuniary benefits which one who dispossesses the true owner receives between disseizin and the restoration of possession.” *Nash v. Sullivan*, 20 N.W. 144, 144 (Minn. 1884).

¹⁴ Petsinger argues this court should conclude that he “has effectively [pleaded] the doctrine of Mesne Profits, or that the argument must be fully considered and heard by the Upper Courts, especially as it pertains to damages, and that the Lower Court erred in not hearing or adjudicating the matter clearly.” But, as discussed above, the district court properly denied Petsinger relief under the doctrine of laches. We affirm because the lack of damages

B. Petsinger's other issues lack merit.

Petsinger appears to argue that: (1) the judge should have been disqualified; (2) the court erred in failing to grant relief for his unclean hands defense; (3) his due-process rights were violated; (4) the TRO should have been vacated; (5) the sanctions motion was improper; and (6) this court should make certain orders.¹⁵ Some of Petsinger's arguments are difficult to follow, many issues are forfeited, and none amount to reversible error.

1. The district court did not abuse its discretion in declining to disqualify itself.

Petsinger claims the district court judge should have been disqualified. "A motion to remove for cause is committed to the discretion of the [district] court and this court will reverse only for an abuse of that discretion." *Hooper v. State*, 838 N.W.2d 775, 790 (Minn. 2013) (quotation omitted). On review, we presume that judges properly discharged their duties. *Hannon v. State*, 752 N.W.2d 518, 522 (Minn. 2008).

Petsinger argues the district court judge demonstrated bias by reciting the facts favorable to Jaguar in the summary-judgment order. At the summary-judgment stage, the district court must "view the evidence in the light most favorable to the party against whom summary judgment was granted." *STAR*, 644 N.W.2d at 76-77. The district court applied

granted to Petsinger is not "shocking" and does not "result in plain injustice." *Dunn v. Nat'l Beverage Corp.*, 745 N.W.2d 549, 555 (Minn. 2008) (quotation omitted).

¹⁵ Petsinger filed a motion with this court to supplement the appellate record with all filings "submitted post-notice of appeal." But the record on appeal is limited to those filings that the district court considered in its determination of the issues in this appeal. See Minn. R. Civ. App. P. 110.01; *Thiele*, 425 N.W.2d at 582. The record cannot, therefore, include materials submitted after a notice of appeal was filed. *Id.* Petsinger's motion is denied.

the correct standard by viewing the facts in the light most favorable to Jaguar when ruling on Petsinger's summary-judgment motion. *Id.*

Petsinger also argues the district court improperly allowed Jaguar's in-house counsel—an out-of-state attorney—to participate in the proceedings despite not being admitted pro hac vice in Minnesota. The in-house counsel wrote a letter to Petsinger before litigation began, provided two declarations in support of Jaguar's motion for a TRO, and was present at each hearing. At a hearing, the attorney identified himself as the “in-house counsel acting as the corporate representative.” The record does not reveal that the attorney argued before the district court or signed pleadings such that he improperly practiced law in Minnesota. *See* Minn. R. Gen. Prac. 5.01(b). This assigned error lacks merit.

Petsinger further argues that the district court failed to hear his motions. But the court heard Petsinger's motion to strike Jaguar, motion for a jury trial, and motion for summary judgment. And the district court granted in part Petsinger's motion for summary judgment. The adverse rulings against Petsinger do not demonstrate judicial bias.

2. Petsinger's unclean hands argument fails.

Petsinger argues opposing counsels' behavior demonstrated unclean hands. Petsinger asserts that he pleaded an unclean-hands claim as it pertains to damages.

The doctrine of unclean hands is an affirmative defense meant to withhold equitable relief from a party for improper conduct. *Peterson v. Holiday Recreational Indus., Inc.*, 726 N.W.2d 499, 505 (Minn. App. 2007), *rev. denied* (Minn. Feb. 28, 2007). Because Jaguar's claims were dismissed, the district court properly determined that it could not provide relief on Petsinger's affirmative defense of unclean hands.

3. Petsinger’s due-process arguments fail.¹⁶

Petsinger argues that the district court violated his due-process rights by dismissing his counterclaims and granting partial summary judgment against him when the court did not fully hear his arguments. The district court’s dismissal of many of Petsinger’s counterclaims was based on the content of his pleadings, which must stand on their own. *See* Minn. R. Civ. P. 12.02(e); *Sipe*, 834 N.W.2d at 686. Petsinger does not elaborate on why the summary-judgment proceedings did not allow him to be heard in full. The record reveals that the district court considered all of Petsinger’s filings and allowed him to participate in arguments at the summary-judgment hearing. The record shows that the district court did not deprive Petsinger of his due-process rights.

4. Petsinger’s TRO arguments fail.

Petsinger argues he sought to vacate the TRO, but that the district court never heard his motion. But after discovery and motion hearings, the district court largely ruled in favor of Petsinger and against Jaguar. The district court stayed the judgment to maintain the status quo while the parties appealed. A special term panel found that the district court did not abuse its discretion in that determination. *See Jaguar Commc’ns, LLC v. Petsinger*, No. A25-0025, 2025 WL 1276223, at *2 (Minn. App. Apr. 29, 2025) (order). Petsinger’s TRO-related arguments are not persuasive.

¹⁶ Petsinger also argues that “[t]he courts have failed the general public” in the substantial evidence rule, and “have an obligation to the general public” under the doctrine of promissory estoppel. Petsinger provides no citations or further explanations for these arguments, and, as such, these arguments are forfeited. *Schoepke*, 187 N.W.2d at 135.

5. Petsinger’s sanction arguments are not on appeal.

Petsinger argues that Jaguar filed an improper motion for sanctions against him and asserts that Jaguar’s counsel should be sanctioned. The record, however, does not show that the district court sanctioned either party. With no sanctions ordered, we will not consider issues that the district court did not consider. *Thiele*, 425 N.W.2d at 582.

6. This court cannot make the rulings Petsinger requests.

Petsinger asks this court to order Jaguar to cease and desist its slander and defamation of the Petsingers, to rule that Jaguar has violated the conditions of the security bond, to order an investigation into Jaguar’s counsel, and to permanently disbar the district court judge. But Petsinger did not sue Jaguar for slander or defamation, and we cannot address those claims for the first time on appeal. We also cannot rule on the alleged violations of the bond, investigate Jaguar’s counsel, or disbar the district court judge.

C. There was no error in allowing Jaguar to remove property, but a remand is necessary to clarify what property may be removed.

Petsinger argues the district court erred in allowing Jaguar to remove property from the hut, and that Jaguar must return the property or the court must award Petsinger damages. “The granting of an injunction generally rests within the sound discretion of the [district] court, and its action will not be disturbed on appeal unless, based upon the whole record, it appears that there has been an abuse of such discretion.” *St. Jude Med., Inc. v. Carter*, 913 N.W.2d 678, 684 (Minn. 2018) (quotation omitted).

The district court allowed Jaguar 30 days to “remove its personal property from and vacate the Contested Property so that [Petsinger] and his wife may be restored to exclusive

possession thereof.” The district court properly ruled that Jaguar must vacate Petsinger’s property and that that Jaguar may remove its personal property before vacating.

However, it is unclear from the district court’s order what “personal property” Jaguar may remove. The hut itself is a physical concrete structure (real property), which appears to have other items attached to it or built into it (fixtures), aside from the personal property inside. *See Lighthouse Mgmt. Inc. v. Oberg Fam. Farms*, 966 N.W.2d 29, 36-37 (Minn. App. 2021) (analyzing factors for determining whether an item is a fixture or personal property), *rev. denied* (Minn. Nov. 16, 2021). A remand is necessary to clarify what, specifically, Jaguar can remove from the property.

Affirmed in part and remanded; motion denied.