This opinion is nonprecedential except as provided by Minn.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
A25-0522

Accredited Electrical Solutions, LLC, et al.,
Appellants,

vs.

Gold Path Real Estate, LLC, et al.,
Respondents,

KPG Real Estate Holdings, LLC, et al.,
Defendants,

Ankit Bhakta,
Respondent.

Filed March 2, 2026
Affirmed in part, reversed in part, and remanded
Schmidt, Judge

Hennepin County District Court
File No. 27-CV-20-15753

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

NONPRECEDENTIAL OPINION

SCHMIDT, Judge

Appellants argue that the district court erred by dismissing its mechanics' lien and challenges the district court's rulings on its defamation claim. We affirm in part, reverse in part, and remand.

FACTS

A. The Parties

Appellant Accredited Electrical Solutions, LLC, an electrical contractor, provides residential and commercial electrical services. Appellant Matthew McGill is Accredited's co-owner and vice president.

Respondent Hena Govindji-Bhakta is the sole owner of respondent Gold Path Real Estate, LLC, which purchases, repairs, and sells houses. Respondent Ankit Bhakta initially co-owned Gold Path but ended his ownership after getting his real estate license.[1]

B. Electrical Services, Billing, and Billing Disputes

Gold Path contacted McGill about performing electrical work on a property in Edina. After McGill and the Bhaktas walked through the property, they discussed pricing. The Bhaktas believed the total price of the project would not exceed $10,000 if it was billed on a time-and-materials basis. McGill believed that he never committed to a firm price.

[1] Given their same last names, we refer to Hena Govindji-Bhakta and Ankit Bhakta by their first name for clarity. Collectively we refer to them as the Bhaktas.

Accredited performed work at the property. A few weeks later, Accredited sent a $10,342.07 invoice to "Ankit Bhakta" at a P.O. Box in Apple Valley. Accredited noted that a separate invoice would be sent for additional work that was being performed.

Ankit contacted Accredited because the invoice exceeded $10,000. Gold Path issued Accredited a $2,200 check labeled "paid in full," which Accredited cashed and credited to the work on the property. Ankit also sent McGill an electronic payment for $2,200 labeled "Final Lien Waiver."

Accredited later performed the trim-out work at the property and sent an invoice for an additional $8,255.15 to "Ankit Bhakta" at the same Apple Valley P.O. Box. At Hena's request, Accredited provided material receipts and itemized breakdowns for the invoice. Gold Path then issued two checks to Accredited for $2,500 and $5,000, both including "paid in full" language. Accredited did not cash the checks.

C. Mechanics' Lien

On August 12, 2020, Accredited filed a mechanics' lien statement on the property with the county recorder. That same day, Accredited's attorney attempted to serve Gold Path with Accredited's mechanics' lien by sending it by certified mail to the property.

The Bhaktas did not live at the property, so they did not receive the lien statement. Instead, Hena learned about the mechanics' lien while researching Accredited. Hena then emailed Accredited's attorney and disputed the mechanics' lien.

In November 2020, Accredited sued Gold Path. Accredited alleged claims for breach of contract, foreclosure of the mechanics' lien, and unjust enrichment.

D. Online Reviews

On December 2, 2020, Hena posted a review of Accredited to Porch.com—a website that allows users to review and rate businesses and contractors—that read:

> WARNING: DO NOT WORK WITH THIS COMPANY
>
> Used this company for 2 remodels. On both projects they sent a final invoice double the amount initially quoted without communication along the way that the project is drastically going over. When asked for detailed accounting to make sense of it, they state that they do not have time to do so. At the same time, threatening to file a lien on the property, which if not paid they will proceed to file suit to foreclose.
>
> Here is how they CON you: They say that providing a written bid will cost 25% more than if they simply billed for "time & materials" because they have to account for possible overages so have to build that buffer into their estimate, BUT if it was billed for time & materials, it will definitely come in under "X" amount. So obviously you are going to choose the more economical option. Who wouldn't?!
>
> I ended up paying on one projects as it was an extra $3,000 as the property was due to close and it would have cost more to fight their frivolous lien. The 2nd project, I did not pay, as they billed an extra $12,000 which has been a headache to deal with because I was unable to sell or refinance it due to them actually filing a frivolous mechanics' lien and filing suit to foreclose.
>
> This company has made a business out of using the lien rights given to them by the law to legally extort consumers.

Hena posted this same review, using pseudonyms, to Buildzoom.com, Houzz.com, and Google. Hena later posted an additional review of Accredited that read:

> Steer Clear
>
> Delayed the project resulting in losses for us, [McGill] has no sense of accountability when it came to getting the project done within budget and within timeframe given. Excuses galore as

> if he had a pre-written list for all sorts of scenarios. Never again. I don't understand how companies like this even stay in business. You should be ashamed of yourselves!

Within a day of her posts, Hena removed the negative reviews. Hena, instead, posted positive reviews of Accredited.

Accredited amended their complaint, adding a defamation claim based on the published internet reviews. Gold Path answered the complaint, and alleged counterclaims, including removal of cloud of title, and slander of title.

E. Summary Judgment

Ankit moved for summary judgment on Accredited and McGill's defamation claim, arguing that the statements were not actionable because they were either true or were opinions. The district court granted Ankit's summary judgment motion in part as to some portions of the first online-review statement concerning Accredited. The district court also granted Ankit's motion as to all of the second online-review statements concerning McGill.

F. Pretrial and Trial

At a pretrial hearing, the district court informed the parties that it intended to change its summary judgment decision because, upon further research, the district court believed that certain statements were opinions. Neither party had requested that the district court reconsider its summary judgment order or moved to exclude additional online-review statements that the district court ruled would be considered by a jury.

The dispute proceeded to trial. At trial, Accredited's defamation claim was submitted to the jury. Accredited's mechanics'-lien claim was tried to the district court during the same trial.

For the defamation claim, the district court submitted the allegedly defamatory reviews to the jury in four separate statements:[2]

- Statement 1: Used this company for 2 remodels. On both projects they sent a final invoice double the amount initially quoted without communication along the way that the project is drastically going over.

- Statement 2: When asked for detailed accounting to make sense of it, they state they do not have time to do so. At the same time, threatening to file a lien on the property, which if not paid they will proceed to file suit to foreclose.

- Statement 3: ~~Here's how they CON you:~~ They say that providing a written bill will cost 25% more than if they simply billed for 'time & materials' because they have to account for possible overages so have to build that buffer into their estimate, BUT if it was billed for time & materials, it will definitely come in under 'X' amount.

- Statement 5: I ended up paying on one project as it was an extra $3,000 as the property was due to close and it would have cost more to fight their ~~frivolous~~ lien. The 2nd project, I did not pay, as they billed an extra $12,000 ~~which has been a headache to deal with because~~ I was unable to sell or refinance it due to them actually filing a ~~frivolous~~ mechanics' lien and filing suit to foreclose.[3]

While finalizing the special verdict form and jury instructions, the district court ruled, over Accredited's objection, that Accredited was a limited-purpose public figure and that the reviews were a matter of public concern. As such, the jury was required to find

[2] In its summary judgment order, the district court analyzed the reviews posted as six separate statements. The jury reviewed the posts as four statements. The whole substance of each statement, however, were the same.

[3] The strikethrough font indicates words that the district court ruled constituted a non-actionable opinion and were, thus, redacted and removed from the jury's consideration.

that Hena acted with actual malice before Accredited could recover presumed damages.

G. Special Verdict and Posttrial Proceedings

The jury returned a unanimous special verdict, finding that Hena, not Ankit, made the online statements and that she did not act with malice. The jury found Hena made two statements that were defamatory and false (Statement 1 and Statement 5), but the other two statements were not defamatory or false (Statement 2 and Statement 3). The jury awarded no actual damages on the defamation claims, but did award Accredited $875 in presumed damages for Statement 1 and $875 in presumed damages for Statement 5.

The jury also found that the parties had a contract, which Gold Path breached. The jury awarded $18,530.05 in damages on Accredited's breach-of-contract claim.

After the jury verdict, the parties submitted proposed findings, and the district court heard closing arguments on the mechanics'-lien claim. The district court issued its order for judgment, dismissing Accredited's mechanics'-lien claim because, among other reasons, Accredited did not properly serve the lien on Gold Path or its agents. The district court also dismissed Accredited's defamation claim because Gold Path's statements were on a matter of public concern, Accredited was a limited-purpose public figure, and the jury found that Hena had not acted with actual malice.

Accredited appeals.

DECISION

I. The district court properly dismissed Accredited's mechanics'-lien claim.

Accredited's challenge to the district court's mechanics'-lien ruling presents mixed questions of law and fact. *Langford Tool & Drill Co. v. Phenix Biocomposites, LLC*, 668 N.W.2d 438, 442 (Minn. App. 2003). "We will correct erroneous applications of law, but accord the [district] court discretion in its ultimate conclusions and review such conclusions under an abuse of discretion standard." *Id.* (quotation omitted).

Accredited argues that the district court erred in determining that Accredited failed to serve the mechanics' lien statement properly. In Minnesota, a lienor must file a lien statement with the county before the mechanics' lien time-period expires. Minn. Stat. § 514.08, subd. 1 (2024). The lienor must then serve—either personally or by certified mail—the lien statement on the owner or an authorized agent. *Id.* Service by certified mail is complete upon mailing so long as it is "properly directed to the intended recipient, even though not actually received by them." *Har-Ned Lumber Co. v. Amagineers, Inc.*, 436 N.W.2d 811, 815 (Minn. App. 1989).

The district court dismissed Accredited's mechanics'-lien claim because the lien statement was not properly served upon Gold Path or its authorized agents when it was sent to the property by certified mail. We disrecen no error.

The district court's determination was premised upon six factual findings. First, the Edina property was neither Gold Path's registered business address, nor the Bhakta's home address. Second, Accredited knew that the Bhaktas did not live at the Edina property because it had performed work at the Bhaktas' actual residence in the past. Third, Gold

Path and the Bhaktas never represented that mail could be received at the Edina property. Fourth, Accredited mailed invoices to Gold Path at an Apple Valley P.O. Box. Fifth, Gold Path's checks list the Apple Valley P.O. Box. Finally, emails between Hena and Accredited show Gold Path's address in Apple Valley. These findings are supported by the record and, therefore, are not clearly erroneous. *Langford Tool & Drill*, 668 N.W.2d at 446 ("Factual determinations are reversible only if they are clearly erroneous."). Based on these findings, the district court correctly determined that sending the lien statement to the Edina property did not effectuate service upon Gold Path or its authorized agents. *See* Minn. Stat. § 514.08, subd. 1.

Accredited contends that our decision in *Carolina Holdings Midwest, LLC v. Copouls*, 658 N.W.2d 236 (Minn. App. 2003) requires reversal. We disagree. In *Carolina Holdings*, we held that, because the property owners had contracted to build a house on a work site and had listed that address on their mortgage documents, the lienor properly served a statement of claim via certified mail to the work site even though no one lived there. *Id.* at 237-40. But unlike the two individual property owners in *Carolina Holdings*, Gold Path—as a business that buys, renovates, and re-sells property—never listed the Edina address on a mortgage as a place that the business could receive mail. Instead, Gold Path only had a business address in Apple Valley. *Carolina Holdings* does not apply.

The district court did not abuse its discretion in determining that Accredited's mechanics'-lien claim failed.[4]

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[4] Because we affirm on this basis, we need not consider Accredited's arguments related to the district court's determination that service of the lien statement was untimely.

II. The district court's erroneous defamation rulings require a new trial.

Accredited and McGill argue that the district court erred by (1) dismissing McGill's defamation claim, (2) excluding certain statements as non-actionable opinions, and (3) determining—after the close of evidence—that the statements were matters of public concern and that Accredited was a limited-purpose public figure. We address each argument in turn. But we must first clarify our scope of review.

A. Our scope of review is not limited by the lack of a posttrial motion.

Respondents contend that our scope of review is narrow because Accredited and McGill failed to move for a new trial. We disagree.

We will only review issues involving trial procedure, evidentiary rulings, and jury instructions "if there has been a motion for a new trial in which such matters have been assigned as error." *Sauter v. Wasemiller*, 389 N.W.2d 200, 201 (Minn. 1986) (citation omitted). But we may review a district court's denial of summary judgment after a jury verdict if the ruling is based on a legal conclusion. *Bahr v. Boise Cascade Corp.*, 766 N.W.2d 910, 918 n.9 (Minn. 2009); *see also Schmitz v. Rinke, Noonan, Smoley, Deter, Colombo, Wiant, Von Korff & Hobbs, Ltd.*, 783 N.W.2d 733, 735 (Minn. App. 2010), *rev. denied* (Minn. Sept. 21, 2010).

On appeal, Accredited and McGill challenge the district court's purely legal rulings at summary judgment and at the close of evidence during trial. Since these challenges are purely legal issues, our scope of review is not limited.[5]

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[5] Respondents also assert that McGill is precluded from challenging the district court's summary-judgment ruling on appeal because he withdrew his claims before trial.

B. The district court erred in dismissing McGill's defamation claim.

McGill argues that the district court erred by dismissing his defamation claim on summary judgment because the challenged statements were capable of being proven true or false.[6] "We review 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).

To establish defamation, McGill needed to prove: "(1) the defamatory statement was communicated to someone other than [McGill]; (2) the statement is false; (3) the statement tends to harm [McGill]'s reputation and to lower [McGill] in the estimation of the community; and (4) the recipient of the false statement reasonably understands it to refer to a specific individual." *McKee v. Laurion*, 825 N.W.2d 725, 729-30 (Minn. 2013) (quotations omitted). "[S]tatements of opinion . . . are not actionable." *Lund v. Chi. & Nw. Transp. Co.*, 467 N.W.2d 366, 370 (Minn. App. 1991), *rev. denied* (Minn. June 19, 1991). A statement is an opinion when it cannot reasonably be interpreted as stating actual facts about an individual or relates to a matter of public concern and is incapable of being proven true or false. *Id.* at 368-69.

The contested statement provides:

> Steer Clear
>
> Delayed the project resulting in losses for us. [McGill] has no

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Respondents rely upon a pretrial statement in which McGill's counsel agreed that the summary-judgment ruling precluded McGill from presenting his defamation claim to the jury. Acknowledging the effect of a district court's order is not the same as withdrawing the claims. McGill's argument is properly before this court.

[6] At oral argument, appellants' counsel clarified that appellants do not challenge the jury's finding that Ankit did not make any of the allegedly defamatory statements.

> sense of accountability when it came to getting the project done within budget and within timeframe given. Excuses galore as if he had a pre-written list for all sorts of scenarios. Never again. I don't understand how companies like this even stay in business. You should be ashamed of yourselves![7]

The district court determined that this statement could not be reasonably interpreted as one of fact and that it was incapable of being proven true or false. We disagree.

To determine if a defamatory statement is fact or opinion, we consider "1) the statement's precision and specificity; 2) the statement's verifiability; 3) the social and literary context in which the statement was made; and 4) the statement's public context." *Lund*, 467 N.W.2d at 368. Whether a statement's language reasonably conveys an opinion or a fact is a question of law that we review de novo. *Id.* at 369.

First, describing McGill as having "no sense of accountability" is sufficiently precise because it quantifies his accountability. "[E]xcuses galore" specifies how McGill handles budget and time constraints. The statement is sufficiently precise and quantifiable.

Second, whether McGill was responsive to budget needs and time constraints is verifiable by the parties' communications, which could disprove the statement that McGill lacked accountability or made excuses. The statement is verifiable.

Third, the social and literary context of the statement demonstrates that it was fact-based. The statement was posted online days after Accredited and McGill filed the lawsuit. The statements were also posted to four websites where consumers specifically seek insights, recommendations, and assess the public reputation of contractors.

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[7] The district court's analysis split this statement into two separate parts.

Finally, the "public context" also weighs against a determination that it is an opinion. The statements concerned McGill, a private citizen, and Accredited, a privately owned company. As such, there is no public context about McGill that ties him to the online reviews such that the statements could be characterized as opinion.

The district court erred by determining that the statement was a nonactionable opinion and by dismissing McGill's defamation claim on summary judgment.

C. The district court erred in excluding certain statements as nonactionable opinions immediately before trial.

Accredited argues that the district court erred by determining that portions of the statements were non-actionable opinions right before the start of the trial. We agree.

In its summary-judgment order, the district court ruled that the following statements were not opinion and that a jury must determine whether the statements were defamatory:

- Statement 3: Here's how they CON you: They say that providing a written bill will cost 25% more than if they simply billed for 'time and materials' because they have to account for possible overages so have to build that buffer into their estimate, BUT if it was billed for time & materials, it will definitely come in under 'X' amount.

- Statement 5: I ended up paying on one project as it was an extra $3,000 as the property was due to close and it would have cost more to fight their frivolous lien. The 2nd project, I did not pay, as they billed an extra $12,000 which has been a headache to deal with because I was unable to sell or refinance it due to them actually filing a frivolous mechanics' lien and filing suit to foreclose.

- Statement 6: This company has made a business out of using the lien rights given to them by the law to legally extort consumers.

But at a hearing on the eve of trial—and with no motion pending—the district court announced that it intended to change its summary-judgment decision, rule that the above statements were opinion, and exclude part of each statement from the jury's consideration. In doing so, the district court struck the phrase "Here is how they CON you" from Statement 3. But either Accredited did or did not "CON" its customers with its billing practices. Thus, this is a factual statement that can be proven true or false. Therefore, the district court erred, and the statement should have been submitted to the jury.

From Statement 5, the district court omitted the use of the word "frivolous" both times it appears as well as the phrase "which has been a headache to deal with because[.]" But whether a mechanics' lien is frivolous is a question that is capable of being proven true or false. Therefore, it is not an opinion and could convey a defamatory meaning. As such, the entirety of Statement 5 should have been presented to the jury.

For Statement 6, the district court ruled that the entire statement "really seem[ed] to be opinion." But whether Accredited has "made a business" of using its lien rights to "legally extort consumers" is a factual assertion because it can be proven true or false. Statement 6 should have been submitted in its entirety to the jury.

D. The district court erred in determining that the statements were of public concern and that Accredited was a limited-purpose public figure.

Accredited argues that the district court erred when it determined that the statements involved a matter of public concern and that Accredited was a limited-purpose public figure. Accredited also raises issues with the timing of the district court's rulings on these issues. We begin by addressing the procedural irregularities.

1. The procedural irregularities require a new trial.

Two weeks before trial was set to begin, the district court denied respondents' motion to amend their answer, noting that granting the motion would require Accredited to show that Hena acted with actual malice[8] and "[r]equiring Accredited to be prepared to make this additional higher showing of actual malice less than two weeks before trial is *highly prejudicial* and should not be allowed." (emphasis added). But after the close of evidence, the district court determined that the statements were a matter of public opinion and that Accredited was a limited-purpose public figure. Based upon those rulings, Accredited needed to prove actual malice to recover damages.

Accredited learned it needed to prove actual malice after it closed its case-in-chief. When the district court made this ruling, Accredited had no opportunity to present any evidence to meet this higher standard, much less do discovery to prove "actual malice." This procedural irregularity, alone, requires reversal.

2. The court erred in requiring Accredited to prove actual malice.

We must next decide the scope of the remand. If Accredited does not need to prove actual malice, then our remand will be limited to a new trial. If Accredited does need to prove actual malice, our remand will be to re-open discovery and then proceed to a new trial—if discovery reveals facts that could support a finding of actual malice.

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[8] "Actual malice" is a term of art that focuses on a party's subjective state of mind regarding the truth or falsity of a statement. *Chafoulias v. Peterson*, 668 N.W.2d 642, 654 (Minn. 2003). By contrast, common-law malice focuses on "ill will or improper motive." *Jadwin v. Minneapolis Star & Trib. Co.*, 367 N.W.2d 476, n.5 (Minn. 1985).

a. The challenged statements were not of public concern.

Accredited challenges the district court's ruling that the statements were on a matter of public concern. The district court reasoned that the statements were on a matter of public concern because they were made on public websites designed to share business reviews and warned potential customers of "fraudulent business practices, a lack of communication and transparency, overbilling and improper use of mechanics' liens by Accredited."

Whether defamatory speech involves a matter of public or private concern is based on a totality of the circumstances, taking into consideration the content, form, and context of the speech, "including what was said, where it was said, and how it was said." *J&D Dental v. Hou*, 26 N.W.3d 491, 499 (Minn. App. 2025) (quotation omitted). To do this, we "make an independent examination of the whole record." *Id.* (quotation omitted). We review the ruling de novo. *Johnson v. Freborg*, 995 N.W.2d 374, 384 (Minn. 2023).

Our recent opinion in *J&D Dental* is instructive.[9] In *J&D Dental*, respondent wrote a Google review about a dental practice: "[a]nyone who cares about their dental health should avoid this practice!" 26 N.W.3d at 495. We rejected the argument that the content of the speech was on a matter of public concern because "the 'overall thrust and dominant theme' of [the] speech was to discuss [the speaker's] personal grievance with J&D Dental and not to speak 'to broader public issues' or discuss 'a matter of public import.'" *Id.* at 501 (quoting *Freborg*, 995 N.W.2d at 387). We agreed that the form of the speech—using

[9] *J&D Dental* was analyzed in the context of the Uniform Public Expression Protection Act, but our analysis—regarding whether speech was a matter of public concern—was consistent with the analysis performed when analyzing the statements in the common-law defamation context. *J&D Dental*, 26 N.W.3d at 494. Thus, *J&D Dental* applies.

a digital public forum—supported a determination that the speech was on a matter of public concern. *Id.* at 501-02. But we rejected the argument that the context of the speech constituted a matter of public concern because the speech did not connect the speaker's experience to broader public issues or reflect any "discourse, conversation, or connection between [the speaker's] reviews and other business reviews." *Id.* at 502. Based upon the totality of the circumstances and balancing the content, form, and context of the speech, we concluded that the dominant theme of the speech was a personal experience and a complaint stemming from the speaker's treatment at J&D Dental. *Id.* at 503. As such, we held that the challenged speech was not "on a matter of public concern[.]" *Id.*

Like the respondent in *J&D Dental*, Hena posted reviews warning consumers to "Steer Clear" of Accredited's business. Like the review in *J&D Dental*, Hena's post did not impact a broader issue in the community at large because "the overall thrust and dominant theme" of her speech recounted an "individual grievance" with Accredited and McGill and it did not "speak to broader public issues" or "discuss a matter of public import." *Id.* at 499-503 (quotation marks omitted).

In addition, the content, form, and context of Hena's speech weighs against a determination that the statements were on a matter of public concern. The content of Hena's statements reflects an individual grievance and her personal experience with Accredited's communication, transparency, and alleged overbilling. Hena did not connect her personal experiences to a community or broader movement, she does not speak to broader public issues, and she is not discussing matters of public import. *Id.* at 500. This factor weighs against determining that the speech was a matter of public concern.

The form weighs in favor of determining that Hena's reviews were a matter of public concern. As in *J&D Dental*, Hena's statements were posted digitally in a "modern public square . . . to reach as broad a public audience as possible." *Id.* at 502 (quotation omitted).

The context weighs against determining that the reviews were a matter of public concern. The reviews did not connect Hena's experience to any broader public issues or reflect any "discourse, conversation, or connection between [her] reviews and other business reviews." *Id.* at 502.

Considering the totality of these circumstances, we conclude that the district court erred by determining that Hena's reviews were on a matter of public concern. We recognize that the district court did not have the benefit of the *J&D Dental* decision when ruling on Accredited's claims. But, in light of *J&D Dental*, we must reverse because the challenged statements should have been submitted, in their entirety, to the jury.

b. Accredited is not a limited-purpose public figure.

Accredited also challenges the district court's determination that it is a limited-purpose public figure. A corporation is a limited-purpose public figure if the statement:

> concerns matters of legitimate public interest in the geographic area in which the defamatory material is published, either because of the nature of the business conducted or because the public has an especially strong interest in the investigation or disclosure of the commercial information at issue.

Jadwin, 367 N.W.2d at 487-88. We review the determination of a plaintiff's status as a public figure de novo. *Id.* at 483.

In ruling that Accredited was a limited-purpose public figure, the district court relied on *Jadwin* to reason that electrical work was "highly regulated" and that "fraudulent business practices" were a matter of public concern. *Id.* at 487 (noting that corporations engaged in highly regulated businesses with "public dependence and involvement . . . have been found to be public figures"). But *Jadwin* is distinguishable.

In *Jadwin*, the supreme court analyzed cases involving insurance, finance, and trade; all indisputably "highly regulated" industries that reflect the importance of "disclosure and access to commercial information." Although the work is subject to some regulation, the electrical work that Accredited performed cannot be compared to the highly regulated industries such as insurance, finance, or companies that provide energy to consumers. There is also nothing to suggest that the public "has an especially strong interest in the investigation or disclosure of commercial information" related to Accredited. *Id.* at 487-88. And Hena's reviews reflect her individual grievance with Accredited. Thus, the district court erred in ruling that Accredited is a limited-purpose public figure.

Because Hena's statements were not on a matter of public concern and Accredited was not a limited-purpose public figure, Accredited did not need to prove actual malice to be entitled to recover damages. Thus, we remand for a new trial. Consistent with our decision in *J&D Dental*, the statements should be submitted to the jury in their entirety and not in isolation as occurred in the first trial.

Affirmed in part, reversed in part, and remanded.