STATE OF MINNESOTA
IN COURT OF APPEALS
A25-0732

Willis Jonathon David Carmack,
Appellant,

vs.

Valley Green Park, et al.,
Respondents.

Filed February 17, 2026
Affirmed
Larson, Judge

Scott County District Court
File No. 70-CV-24-5352

Willis Jonathon David Carmack, Jordan, Minnesota (self-represented appellant)

Kenneth R. White, Law Office of Kenneth R. White, PC, Mankato, Minnesota; and

Jacob T. Sherlock, Blethen Berens, Mankato, Minnesota (for respondents)

Considered and decided by Bond, Presiding Judge; Connolly, Judge; and Larson, Judge.

NONPRECEDENTIAL OPINION

LARSON, Judge

Appellant Willis Jonathon David Carmack challenges the district court's summary-judgment dismissal of his claims against respondents Valley Green Park (Valley Green)[1]

[1] Valley Green MHC LLC is the legal entity referred to as Valley Green.

and Wendy Jo Sonnier. On appeal, Carmack argues the district court: (1) erred when it granted summary judgment in favor of respondents; (2) violated his procedural due-process rights; and (3) abused its discretion when it denied his motion to compel. We affirm.

FACTS

The following facts are undisputed or are stated in the light most favorable to Carmack, as the party against whom summary judgment was granted. *See Henson v. Uptown Drink, LLC*, 922 N.W.2d 185, 190 (Minn. 2019) (quotation omitted).

In June 2021, Carmack began living in a mobile-home community that Valley Green operated. Upon moving into the community, Carmack entered into two separate lease agreements: one with Valley Green to lease a lot (the lot lease) and a second with Continental Community Sales II LLC (Continental)[2] to lease a manufactured home (the home lease). The home lease contained an option to purchase the manufactured home for a set price at any time during the 18-month lease term. The option provided that, if timely exercised, Continental would credit Carmack's rent payments and security deposit toward the purchase price.

Carmack paid monthly rent for both leases.[3] In December 2022, Sonnier—a Valley Green employee—gave Carmack information about financing the purchase of the manufactured home. Sonnier told Carmack that he could apply for financing through a

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[2] Continental is not a party to this action.

[3] Valley Green brought a counterclaim against Carmack regarding overdue rent payments, which the district court awarded. Carmack does not challenge that decision on appeal.

lending company called Chartwell LLC or another lending company. Sonnier orally represented to Carmack that he could get financing at an eight percent interest rate.[4]

About ten days before the home lease expired, Carmack contacted Chartwell, and Chartwell sent Carmack loan-disclosure documents and an application. Chartwell offered an interest rate of approximately twelve percent. When Carmack failed to respond within ten days, Chartwell notified Carmack that it was closing his incomplete application.

The home lease expired without Carmack exercising the option. The home lease then converted to a month-to-month lease. In January 2023, Sonnier received an email from another lending company, which referred to Carmack and a "credit application." Sonnier forwarded the email to Carmack.

In December 2023, over a year after the option expired, Carmack submitted another request for Chartwell to send loan information, but Carmack again failed to complete the loan application. Carmack then hired an attorney to negotiate an extension for the option, and despite Continental's agreement to extend the option, Carmack again failed to complete the necessary loan application. Chartwell once again closed his application as incomplete.

On March 20, 2024, Carmack brought this action and alleged five claims, including a breach-of-contract claim and a retaliation claim related to the home lease. Respondents filed an answer. A virtual hearing was set for May 14, 2024; however, Carmack failed to appear for that hearing. Thereafter, another hearing was held, and again, Carmack did not

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[4] Sonnier denies making this statement, but we must take the facts in the light most favorable to Carmack. *See Henson*, 922 N.W.2d at 190.

appear. On July 30, 2024, the district court entered judgment dismissing Carmack's complaint. Carmack then brought a motion to reopen the case. After a hearing in early November 2024, the district court granted the motion, vacating the prior dismissal and reopening the case. In March 2025, the district court issued an order granting summary judgment in respondents' favor.

Carmack appeals.

DECISION

Broadly, Carmack raises three challenges on appeal. First, Carmack argues the district court erred when it granted summary judgment on his breach-of-contract and retaliation claims. Second, Carmack argues his procedural due-process rights were violated because he was improperly excluded from the May 14, 2024 virtual hearing. Finally, Carmack contends the district court erred when it denied his motion to compel respondents to provide "documents identifying licensed lenders." We address each argument in turn.[5]

I.

Carmack challenges the district court's decision to grant summary judgment on his breach-of-contract and retaliation claims. We review a district court's decision to grant summary judgment de novo. *City of Waconia v. Dock*, 961 N.W.2d 220, 229 (Minn. 2021).

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[5] Carmack also argues that his case warrants the submission of an amicus brief "to address broader consumer protection and constitutional issues." Our rules of appellate procedure provide specific steps that a party must follow when seeking to submit an amicus brief. *See* Minn. R. Civ. App. P. 129. We therefore reject Carmack's request as procedurally improper. *See id.*

As set forth above, when reviewing a summary-judgment decision, “we view the evidence in the light most favorable to the nonmoving party [and] resolve all doubts and factual inferences against the moving part[y].” *Henson*, 922 N.W.2d at 190 (quotation omitted). Summary judgment is properly granted only when there are no genuine issues of material fact, and the moving party is entitled to judgment as a matter of law. Minn. R. Civ. P. 56.01; *Hagen v. Steven Scott Mgmt., Inc.*, 963 N.W.2d 164, 172 (Minn. 2021).

Carmack argues the district court erred when it granted summary judgment on his breach-of-contract claim on the basis that Valley Green needed to comply with Minn. Stat. § 559.21 (2024). Respondents assert this issue is forfeited because Carmack did not raise it before the district court. Generally, we do not consider matters not argued to and considered by the district court. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). Upon a thorough review of the record, we agree with respondents that Carmack did not raise this argument below. Accordingly, we conclude the argument is forfeited. *See id.* at 583.

Carmack next asserts the district court erred when it granted summary judgment on his retaliation claim under Minn. Stat. § 504B.441 (2024). Under the statute, “[a] residential tenant’s obligations under a lease [may not] be increased or the services decreased, if the . . . increase of obligations or decrease of services is intended as a penalty for the residential tenant’s or housing-related neighborhood organization’s complaint of a violation.” Minn. Stat. § 504B.441.

Carmack contends that he created a genuine issue of material fact that respondents violated this statute because respondents publicly listed his home for sale during litigation, refused to cooperate with third-party lenders, and removed law-enforcement presence from his residence. Taking the evidence in the light most favorable to Carmack, we conclude that section 504B.411 does not support Carmack's argument.

As a threshold matter, this section does not create a right of recovery for Carmack. *Cent. Hous. Assocs., LP v. Olson*, 929 N.W.2d 398, 401-02 (Minn. 2019). Rather, this statute presents a defense in an eviction proceeding.[6] *Id.* And even if the statute's protections were applicable to these circumstances, Carmack has not presented a genuine issue of material fact to sustain his claim. First, Continental—not respondents—owns the manufactured home and listed it for sale. Second, respondents *did* cooperate with third-party lenders; for example, the record shows Sonnier forwarded the only loan-application inquiry she received to Carmack. Third, Carmack submitted no evidence to substantiate his claim regarding law enforcement.

For the foregoing reasons, we conclude the district court appropriately granted summary judgment on Carmack's breach-of-contract and retaliation claims.

II.

Carmack argues the district court violated his right to procedural due process.[7] "Whether the government has violated a person's procedural due process rights is a question of law that we review de novo." *State v. Rey*, 905 N.W.2d 490, 494 (Minn. 2018)

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[6] Valley Green previously brought an eviction action against Carmack and obtained a favorable outcome.

[7] Carmack also argues respondents violated his due-process rights. But private action is outside the scope of due-process protections, unless there is a "sufficiently close nexus" between the state and challenged conduct. *State v. Beecroft*, 813 N.W.2d 814, 837 (Minn. 2012) (quotation omitted). Here, no such nexus exists between the alleged actions and the state.

(quotation omitted). Due process requires notice and an opportunity to be heard.[8] *Mullane v. Central Hanover Bank*, 339 U.S. 306, 314 (1950).

Here, Carmack's argument focuses on his exclusion from the May 14, 2024 virtual hearing, arguing it precipitated default judgment and, thereby, deprived him of procedural due process. But thereafter, upon Carmack's request, the district court vacated the entry of default judgment and reopened the case. Then, after giving the parties notice, holding another hearing, and providing the parties "additional time to supplement the factual record," the district court granted respondents' motion for summary judgment. Due process is not violated when summary judgment is granted after parties have had the opportunity to present all essential factual issues to the district court. *Bradley v. Bradley*, 554 N.W.2d 761, 765-66 (Minn. 1996). Accordingly, we conclude the district court's procedures were constitutionally sufficient. *See Sawh*, 823 N.W.2d at 632.

III.

Carmack argues the district court abused its discretion when it denied his motion to compel respondents to produce information about the lending institutions that work with Valley Green. We review discovery-related rulings under an abuse-of-discretion standard.

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[8] Normally, "[w]e conduct a two-step analysis to determine whether the government has violated an individual's procedural due process rights." *Sawh v. City of Lino Lakes*, 823 N.W.2d 627, 632 (Minn. 2012). First, we identify whether an individual was deprived of a "protected life, liberty, or property interest." *Id.* Second, we determine whether constitutionally sufficient procedures were employed. *Id.* Constitutionally sufficient procedures include notice and an opportunity to be heard. *Id.* To decide whether a procedure meets this standard, we would typically apply the factors from *Mathews v. Eldridge*, 424 U.S. 319 (1976). *Id.* Here, Carmack did not engage in the two-step analysis, and while he cited *Mathews*, he did not raise any arguments regarding the *Mathews* factors.

Nelson v. Comm'r of Rev., 822 N.W.2d 654, 660 (Minn. 2012). A district court abuses its discretion when it makes findings that are unsupported by the evidence, misapplies the law, or issues a decision that is against the logic and the facts in the record. *Bender v. Bernhard*, 971 N.W.2d 257, 262 (Minn. 2022).

Here, the record shows the respondents *did* respond to Carmack's request for this information. In their response, respondents stated that they did not possess any documents containing such information. Moreover, Carmack failed to provide the district court "a copy of the subpoena or the defendants' responses," and therefore, he failed to allege any specific deficiencies or prejudices that would result from a failure to compel further discovery. *See Bloom v. Hydrotherm, Inc.*, 499 N.W.2d 842, 845 (Minn. App. 1993) (stating appellant has the burden to show error and prejudice), *rev. denied* (Minn. June 28, 1993). As such, the record does not demonstrate that the district court abused its discretion in the manner that it handled Carmack's motion to compel.

Affirmed.