

*This opinion is nonprecedential except as provided by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
A25-1010**

Thomas Brule Trucking, LLC,
Appellant,

vs.

QTE By-Products, LLC, et al.,
Respondents.

**Filed April 13, 2026
Affirmed
Bond, Judge**

Renville County District Court
File No. 65-CV-24-174

Nicholas E. Evans, Robert G. Manly, Vogel Law Firm, Fargo, North Dakota (for appellant)

Katherine S. Barrett Wiik, Courtland C. Merrill, Douglas D. Anderson, Saul Ewing LLP,
Minneapolis, Minnesota (for respondents)

Considered and decided by Reyes, Presiding Judge; Harris, Judge; and Bond, Judge.

NONPRECEDENTIAL OPINION

BOND, Judge

Appellant challenges the summary-judgment dismissal of its breach-of-contract, fraudulent misrepresentation, promissory estoppel, and unjust-enrichment claims against respondents. We affirm.

FACTS

This case involves an alleged contract for the spreading of beet by-product materials produced by the Southern Minnesota Beet Sugar Cooperative (SMBSC) factory in Renville. Appellant Thomas Brule Trucking, LLC (TBT) is a trucking company specializing in hauling materials for construction, industrial, and agricultural projects. Respondent QTE By-Products, LLC (QTE) is a company owned by respondents Jeff Ploen, Cory Ploen, Kye Ploen, and Mark Ploen (the Ploens) that hauls and distributes by-product materials in farm fields.

TBT alleges that the parties entered into a contract, which QTE subsequently breached, whereby QTE would work with TBT to spread SMBSC's by-product materials on the condition that TBT terminate its business relationship with another company, 3E Solutions, LLC (3E). The following facts are taken from the summary-judgment record, viewed in the light most favorable to TBT.¹

The Parties' Relationship and the SMBSC Contract

TBT and QTE's working relationship began in 2021, when QTE assumed another company's contract with SMBSC and subcontracted with TBT to haul and spread SMBSC's by-product materials. When that contract expired in 2022, SMBSC requested bids for a new contract for the hauling and spreading of its factory's by-product materials, beginning in August 2022 and expiring July 2025 (the 2022 contract). QTE submitted a

¹ See *Windcliff Ass'n v. Breyfogle*, 988 N.W.2d 911, 916 (Minn. 2023).

bid, and TBT submitted a joint bid with 3E. SMBSC awarded the 2022 contract to 3E, and TBT began working as a subcontractor for 3E.

TBT and QTE's March and April 2023 Negotiations

Shortly after the death of 3E's owner, Tony Rohs, in early March 2023, Paul Leverington, TBT's primary contact at QTE, contacted Thomas Brule, the owner of TBT. According to Brule, Leverington raised the possibility of QTE working with TBT. During a March 31 meeting with Brule, Leverington "continued to state how much QTE wanted to work with [Brule] and TBT again." After the meeting, Connor Ploen sent Leverington a text stating: "Can't stop thinking about your Brule feedback! Great Friday news and hope we can agree to a partnership with him. Wahoo!"

On April 18, Brule, Leverington, Connor and Kye Ploen, and other QTE representatives had dinner together after a conference. During the dinner, Leverington and the Ploens "repeatedly represented to [Brule] that QTE would be willing to offer TBT the same deal it had with 3E, whereby QTE and TBT would jointly perform the obligations of the 2022 . . . [c]ontract and jointly split profits/losses equally."

In late April, after 3E informed Brule that some farmers were "unhappy with the way the by-product materials had been spread on their fields," 3E and Brule agreed that to continue work under the 2022 contract, "spreaders" needed to be used (at least in part) to apply the by-product materials.² Neither 3E nor TBT owned spreaders, but QTE did. Once it became apparent that use of spreaders would be necessary to properly perform the 2022

² Plant by-products can be spread either by using a semi-truck to "side dump" the materials or by using "spreaders" to spread the materials.

contract, “QTE’s representations regarding offering TBT the same deal it had with 3E became more appealing” to TBT.

TBT and QTE’s May Communications and the May 31 Zoom Meeting

On May 25, Leverington emailed the Ploens summarizing the status of his ongoing negotiations with TBT, 3E, and SMBSC:

I met with [a representative of SMBSC] today. He is ok with us taking over the contract, would prefer it, but it has to be done legally and transferred through 3E solutions since that is who it is written with.

I met with [Brule] this afternoon. [Brule] knows they have to invest in spreaders to do a good job. [Brule] would like to propose to . . . Karen³ (3E) that he wants to do this with [QTE] as we have the shop, spreaders, tractors, and experience to do it well.

. . . .

[Brule] spoke to Karen a few days ago about some of these issues and possibly needing spreaders. Karen said, “if we are going to get out of this, now is the time in June, not in the middle of the year when the beet plant needs them.” [Brule] thinks Karen will agree to do something if he tells her he does not want to do this anymore with them as a partner.

. . . .

[Brule] doesn’t want to give Karen an ultimatum without knowing that QTE would be in agreement to do something with him. He wants something in writing. I don’t think it needs to have all the details, but he just wants to make sure we wouldn’t cut him out of the loop. I told him we could put together a Memorandum of Understanding or some type of agreement his attorney could look at.

. . . .

³ Karen Rohs became the controlling owner of 3E following the death of her husband.

After we nail something down with [Brule] in writing that his attorney would review, he would then go to Karen and tell her more directly what he wants to do. He would like to do that next week with Karen.

Lastly – [Brule] would like to join our board call at the end [of] tomorrow to hear from the four of you. . . . I think he wants to see/hear that we are agreeable to making something work or for us to share some ideas of what we could see working. He is looking for some reassurance. Maybe we can convince him so we don't need to put together an agreement before he talks to Karen?

Later that day, Leverington sent another email to the Ploens:

This thing is a ways away in happening but staying hopeful it can come together. Karen . . . d[id] not want to give it up though. We will have to do a good job selling ourselves to [Brule] and wanting to work/partner with him. He is the lynch pin in the deal.

On May 31, Leverington texted the Ploens that

[Brule] wants to be doing the contract the same way it is [c]urrently but with us. I did send him a draft agreement today but it was fairly basic and high level. I think he wants to figure out a way to do it 50-50. But is looking for more clarity on your thoughts on how we would do it.

That same day, Brule had a Zoom meeting with Leverington and the Ploens. In an affidavit opposing summary judgment, Brule averred that, during the Zoom meeting, “TBT and QTE agreed that if TBT proceeded with the termination of its existing contract with 3E, QTE would provide TBT the same agreement and split profits under the SMBSC Contract 50/50.” Later that evening, Leverington sent a text to the Ploens stating, “I think that went well. It’s unfortunate we couldn’t have landed the whole contract. Half the earnings is better than nothing though. Hopefully we can get a deal put together.”

Memorandum of Understanding

After speaking with its attorneys, QTE determined that, due to “the potential liability exposure that 3E and TBT faced because of misapplication of by-product material on growers’ fields,” it was too risky to “assume the 3E contract with SMBSC or assume 3E’s existing contract with TBT.” Even so, QTE “continued to discuss into June 2023 the possibility of working with TBT, under a new contract with SMBSC, and without 3E’s existing contract with TBT.” On June 1, Leverington sent Brule a memorandum of understanding (MOU), stating in an accompanying email that Brule should “[f]eel free to noodle on [it] and send [Leverington] a marked up copy or comments/additional things” Brule would like to change. Leverington then stated, “Once we get something we all feel comfortable with we can have the attorneys review it.” Neither party signed the MOU.

Letter of Intent

On June 14, Leverington emailed the Ploens, stating that QTE had “put together [an] asset list . . . related to the SMBSC spreading. [Brule and QTE] are fairly close to a 50/50 deal. . . . We are trying to get an agreement put together on how we would operate as a 50/50 partner [with TBT].” That same day, Leverington sent a letter of intent (LOI) to TBT’s attorney, stating in an email:

Here is the red-lined version from [QTE’s attorney]. He is ok with us signing this one.

I have been talking to [Brule] about the asset list and have it put together. Going to send to our board for approval on it.

. . . .

[QTE's attorney] is traveling but I think he can be available for a call if you think we need to have one regarding [t]he LOI.

Otherwise I think we are getting close. If we can get the asset lists figured out then we would just need to put it together in the contract between [Brule] and QTE on how the two parties would operate.

The LOI "set[] out the principal terms of a potential offer to provide services" and was not "binding on the Parties," but was rather "an expression of basic terms and conditions that the Parties presently intend to incorporate in a formal written agreement that will govern the Contract." The LOI provided that "[n]o binding agreement shall exist with respect to the Contract unless and until the services contract the Contract [sic] has been duly executed and delivered by both parties." Neither party signed the LOI.

On June 19, Leverington emailed a second draft of the LOI to Brule and TBT's attorney. Leverington texted Brule that "if [TBT's attorney] wants to edit the [LOI] if he has proposed changes to do so and I will send to [QTE's attorney]." Brule responded:

I will be talking to Karen shortly and although we don't have everything ironed out with the attorneys and through email I just want to confirm our understanding that if I do not spread for [3E] and [QTE] takes over the contract that we will be working together 50/50 the remainder of the 2-year contract and splitting profits and working going forward beyond that.

Leverington replied, "Yes, that is the plan. We are in agreement with this. We will work through an agreement with our attorneys but this is the plan."

Following this text exchange, TBT terminated its contract with 3E.

TBT's and QTE's June Emails and the Draft Agreement

On June 22, Leverington emailed 3E's and QTE's attorneys, stating that he and Karen had

been in communication regarding an LOI for QTE to purchase the rights to a contract 3E owns to do work on behalf of SMBSC. The contract . . . has two years remaining on it. . . . Karen and I reached verbal agreement to purchase the contract for \$125,000.

In response to Jeff Ploen asking whether Brule was "[QTE's] partner or a possible sub contractor at this point," Leverington stated that, "[a]s of now, nothing has changed with [Brule]. I haven't discussed anything with him."

On June 27, Brule emailed a draft agreement to Leverington, stating, "I'm open to changing things as needed and hoping QTE would be open to signing this today." Later that afternoon, Brule sent a follow-up email to Leverington and Jeff Ploen about the draft agreement:

Hey guys let me know what you think about this. It's a starting point and once things are finalized we can finetune and tweak and make all the necessary changes we need to. This will at least give me peace of mind going forward. I don't know how much more time we have to deal with this.

There is no evidence in the record that Leverington or Jeff Ploen replied to Brule's email.

QTE's Contract with SMBSC and the Current Litigation

On July 11, QTE entered into a four-year contract with SMBSC. QTE did not end up working with TBT in any capacity.

In April 2024, TBT commenced this action against respondents, alleging claims for breach of contract, fraudulent misrepresentation, promissory estoppel, tortious interference

with business expectancy, and unjust enrichment. Respondents moved for summary judgment. After a hearing, the district court granted respondents' motion for summary judgment on all claims.⁴

TBT appeals.

DECISION

In a summary-judgment appeal, “we examine whether there are any genuine issues of material fact and whether the district court erred in its application of the law.” *Kenneh v. Homeward Bound, Inc.*, 944 N.W.2d 222, 228 (Minn. 2020). Summary judgment is appropriate if the moving party shows that “there is no genuine issue as to any material fact and the movant is entitled to judgment as a matter of law.” Minn. R. Civ. P. 56.01. A fact is material if it “is one of such a nature as will affect the result or outcome of the case depending on its resolution.” *Zappa v. Fahey*, 245 N.W.2d 258, 259-60 (Minn. 1976). We review a district court’s summary-judgment decision de novo, *Visser v. State Farm Mut. Auto. Ins. Co.*, 938 N.W.2d 830, 832 (Minn. 2020), viewing the evidence in the light most favorable to the nonmoving party without weighing the facts, *Kenneh*, 944 N.W.2d at 228.

I. The district court did not err in granting summary judgment in favor of respondents on TBT’s breach-of-contract claim.

TBT argues that an enforceable contract was formed on May 31 and that genuine issues of material fact regarding the existence of a contract preclude summary judgment on its breach-of-contract claim.

⁴ The parties agreed that TBT’s tortious interference with business-expectancy claim was unsupported by the evidence and the district court dismissed the claim.

To establish a breach-of-contract claim, a plaintiff must prove three elements: “(1) formation of a contract, (2) performance by plaintiff of any conditions precedent to his right to demand performance by the defendant, and (3) breach of the contract by defendant.” *Park Nicollet Clinic v. Hamann*, 808 N.W.2d 828, 833 (Minn. 2011). “The formation of a contract requires communication of a specific and definite offer, acceptance, and consideration.” *Thomas B. Olson & Assocs., P.A. v. Leffert, Jay & Polglaze, P.A.*, 756 N.W.2d 907, 918 (Minn. App. 2008) (quotation omitted), *rev. denied* (Minn. Jan. 20, 2009). In addition, the formation of a contract “requires mutual assent among the parties involved in the transaction.” *SCI Minn. Funeral Servs., Inc. v. Washburn-McReavy Funeral Corp.*, 795 N.W.2d 855, 864 (Minn. 2011). “Mutual assent entails a meeting of the minds concerning a contract’s essential elements.” *Id.* (quotation omitted); *see Peters v. Mut. Benefit Life Ins. Co.*, 420 N.W.2d 908, 914 (Minn. App. 1988) (stating that a contract does not exist unless the parties have agreed “with reasonable certainty about the same thing and on the same terms”). “Formation of a contract is judged by the objective conduct of the parties rather than their subjective intent.” *Olson & Assocs.*, 756 N.W.2d at 918.

Generally, whether a contract exists is an issue of fact for the factfinder. *Gresser v. Hotzler*, 604 N.W.2d 379, 382 (Minn. App. 2000). “But when the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party, summary judgment is proper.” *Id.* (quotation omitted) (affirming district court’s grant of summary judgment because no rational trier of fact could find that a contract was formed).

The district court granted summary judgment for respondents because it determined that “[n]one of the evidence in the record shows a manifestation of mutual assent by QTE, but only an agreement to negotiate” and therefore “[n]o reasonable person could find that a contract was formed” between QTE and TBT. The district court reasoned that “[t]he repeated reference to and the involvement of the attorneys in drafting the MOU and the LOI objectively show that QTE did not have any intention of entering into a contract with TBT unless and until any agreement was reviewed and approved by its attorney.” On appeal, TBT points to three pieces of evidence that, it contends, show an agreement on essential terms, thereby creating a genuine issue of material fact about the existence of a contract.

TBT first highlights Leverington’s May 31 email to the Ploens stating, “[i]t’s unfortunate we couldn’t have landed the whole contract. Half the earnings is better than nothing though.” But TBT neglects to address the last sentence of Leverington’s email, which states, “[h]opefully we can get a deal put together.” This language is at odds with TBT’s assertion that, through the May 31 email, QTE acknowledged it had reached a binding agreement with TBT earlier that day. Contrary to TBT’s assertion, the May 31 email does not create a genuine issue of material fact whether that the parties had reached “a meeting of the minds concerning a contract’s essential elements.” *SCI*, 795 N.W.2d at 864. Following the May 31 meeting, the parties continued negotiating essential terms of a potential agreement, including what specific assets each party would contribute to operate as equal partners. These negotiations continued as late as June 27, when Brule emailed a draft agreement to Leverington and Jeff Ploen, stating that the agreement was “a starting

point and once things are finalized we can finetune and tweak and make all the necessary changes we need to [make].” Because the undisputed evidence shows that the parties had not agreed “with reasonable certainty about the same thing and on the same terms,” *Peters*, 420 N.W.2d at 914, the May 31 email is insufficient to defeat summary judgment.

TBT also relies on Brule’s statement in his affidavit that, during the May 31 Zoom meeting, “TBT and QTE agreed that if TBT proceeded with the termination of its existing contract with 3E, QTE would provide TBT the same agreement and split profits under the SMBSC Contract 50/50.” But we must review the evidence in the record as a whole when determining if there is a genuine issue of material fact. *Rygwall v. ACR Homes, Inc.*, 6 N.W.3d 416, 427 (Minn. 2024). As discussed above, undisputed evidence from the record shows that the parties were engaged in ongoing negotiations regarding essential elements of a potential agreement for weeks after the May 31 meeting. Given the summary-judgment record as a whole, no reasonable person could rely on Brule’s affidavit to conclude that the parties had entered into an enforceable contract on May 31. *See id.* (“A genuine issue of material fact exists when reasonable minds can draw different conclusions from the evidence presented.”); *see also J.E.B. v Danks*, 785 N.W.2d 741, 751 (Minn. 2010) (stating that appellate courts must not view a single piece of evidence in isolation when determining whether there is a genuine issue of material fact). Therefore, Brule’s assertion in the affidavit that the parties mutually assented to the essential terms of the

agreement and formed an enforceable contract during the May 31 Zoom meeting is insufficient to establish a genuine issue of material fact precluding summary judgment.⁵

Lastly, TBT points to a June 19 text chain, which it contends evidences an agreement as to the material terms of the parties' May 31 contract. On that date, in response to a text from Brule asking for reassurances that "if [TBT] do[es] not spread for [3E] and [QTE] takes over the contract that we will be working together 50/50 the remainder of the 2-year contract and splitting profits and working going forward beyond that," Leverington responded, "Yes, that is the plan. We are in agreement with this. We will work through an agreement with our attorneys but this is the plan."

Viewing the evidence in the light most favorable to TBT, the record supports the district court's determination that there was no genuine issue of material fact that the parties had not mutually assented to the essential terms of an agreement because, in the June 19 texts and throughout the parties' negotiations, QTE conditioned its acceptance of a contract with TBT on attorney review of the agreement. *See Minneapolis Cablesystems v. City of Minneapolis*, 299 N.W.2d 121, 122 (Minn. 1980) (concluding that, because a city council

⁵ TBT also argues that the district court impermissibly weighed evidence and made credibility determinations because it ignored TBT's evidence of the parties' May 31 meeting and Leverington's May 31 text messages in its summary-judgment order. *See Hoyt Props., Inc. v. Prod. Res. Grp., LLC*, 736 N.W.2d 313, 320 (Minn. 2007) ("Weighing the evidence and assessing credibility on summary judgment is error."). We disagree because the district court made no statements to the effect of finding one party more credible than the other and did not assign more weight to one party's proposed evidence. *Compare State ex rel. Hatch v. Allina Health Sys.*, 679 N.W.2d 400, 407 (Minn. App. 2004) (reversing a district court's grant of summary judgment against appellant when the district court stated that appellant's argument was "not plausible" and that appellant's proposed evidence was "not credible" because the "explicit weighing of the facts is improper in the context of a motion for summary judgment").

resolution awarded a franchise and authorized city officials to negotiate a final agreement “subject to final approval by the city council,” no binding contract to award the franchise had been entered into by the city). For example, on June 1, Leverington sent Brule the MOU and told Brule that he should “[f]eel free to noodle on [it] and send [him] a marked up copy” and “[o]nce we get something we all feel comfortable with we can have the attorneys review it.” In the June 19 text, Leverington agreed that Brule’s proposed terms encompassed the general “plan” of the parties but also stated that a final agreement would need to be made “with [the parties’] attorneys.” And on June 19, after sending the second LOI draft to Brule, Leverington texted Brule, “I emailed an updated agreement to you and [TBT’s attorney]. Told [TBT’s attorney] if he wants to edit the [LOI] if he has proposed changes to do so and I will send to [QTE’s attorney].”

In sum, viewed in the light most favorable to TBT as the nonmoving party, the undisputed evidence of the parties’ conduct establishes that there was no mutual assent to the essential terms of a contract between TBT and QTE. As such, there is no genuine issue of material fact as to the formation of an enforceable contract and the district court did not err in granting summary judgment to QTE on TBT’s claim for breach of contract. *See Cargill Inc. v. Jorgenson Farms*, 719 N.W.2d 226, 232 (Minn. App. 2006) (stating that summary judgment is “appropriate as a matter of law when the record is devoid of proof on an essential element of the plaintiff’s claim”).⁶

⁶ Respondents argue that any alleged agreement reached between the parties on May 31 is void because it violates the statute of frauds. *See* Minn. Stat. § 513.01(1) (2024) (providing that an agreement “that by its terms is not to be performed within one year from the making thereof” is unenforceable unless it is in writing). Because we affirm the district court’s

II. The district court did not err in granting summary judgment in favor of respondents on TBT's fraudulent-misrepresentation claim.

TBT argues that the district court erred by granting summary judgment for respondents on its fraudulent-misrepresentation claim. TBT's fraudulent-misrepresentation claim alleges that QTE falsely promised that it would work with TBT if TBT agreed to terminate its agreement with 3E.

To establish a claim for fraudulent misrepresentation, a plaintiff must establish five elements:

(1) there was a false representation by a party of a past or existing material fact susceptible of knowledge; (2) made with knowledge of the falsity of the representation or made as of the party's own knowledge without knowing whether it was true or false; (3) with the intention to induce another to act in reliance thereon; (4) that the representation caused the other party to act in reliance thereon; and (5) that the party suffer[ed] pecuniary damage as a result of the reliance.

Hoyt Props., 736 N.W.2d at 318 (quotation omitted). Because TBT's claim involves alleged false representations regarding a future promise, TBT must show that QTE "had no intention to perform at the time the promise was made." *See Valspar Refinish, Inc. v. Gaylord's, Inc.*, 764 N.W.2d 359, 369 (Minn. 2009) (quotation omitted).

The district court determined that summary judgment was appropriate on TBT's fraudulent-misrepresentation claim because there was "nothing in the record to show that statements or representations made to Brule were false at the time" they were made. Relying on *Hoyt Properties*, TBT argues that the district court improperly weighed the

grant of summary judgment on the basis that no contract was formed, we need not consider respondents' statute-of-frauds argument.

evidence, assessed the parties' credibility, and overlooked genuine issues of material fact regarding whether QTE misrepresented a present intention to contract with TBT.

In *Hoyt Properties*, the Minnesota Supreme Court reversed the district court's grant of summary judgment for the appellants on the respondents' fraudulent-misrepresentation claim, reasoning that, because "the record as to whether the representations were knowingly false when made consists solely of the parties' assertions," the district court improperly weighed the evidence and assessed credibility to determine that the representations were not knowingly false. 736 N.W.2d at 320. Unlike *Hoyt Properties*, the record in this case as to whether QTE made knowingly false representations to TBT consists of more than just the parties' assertions. Thus, TBT's reliance on *Hoyt Properties* is unavailing.

We agree with the district court that, rather than reflecting "no intention to perform at the time," the undisputed evidence in the summary-judgment record establishes that QTE displayed a willingness and excitement to work with TBT once its attorneys had approved the terms of a potential agreement. *See Valspar*, 764 N.W.2d at 368-69. For example, on March 31, after Leverington's meeting with Brule, Connor Ploen texted Leverington, stating, "Can't stop thinking about your Brule feedback! Great Friday news and hope we can agree to a partnership with him. Wahoo!" Leverington responded, "Yeehaa!!! Agreed!" On May 25, Leverington emailed the Ploens, stating, "This thing is a ways away in happening but staying hopeful it can come together. . . . We will have to do a good job selling ourselves to [Brule] and wanting to work/partner with him. He is the lynch pin in the deal." After the May 31 Zoom meeting, Leverington sent a text to the Ploens stating,

“I think that went well. . . . Hopefully we can get a deal put together.” And on June 14, Leverington emailed the Ploens that he was “trying to get an agreement put together on how [QTE] would operate as a 50/50 partner [with TBT] . . . today/tomorrow.”

“It is a well-settled rule that a representation or expectation as to future acts is not a sufficient basis to support an action for fraud merely because the represented act or event did not take place.” *Martens v. Minn. Mining & Mfg. Co.*, 616 N.W.2d 732, 747 (Minn. 2000) (quotation omitted). Thus, the fact that QTE did not end up working with TBT is insufficient to establish a genuine issue of fact sufficient to preclude summary judgment. Because TBT failed to present any evidence that could permit a rational factfinder to conclude that respondents’ representations to Brule about working together in the future were false at the time they were made, the district court did not err in granting summary judgment in respondents’ favor on TBT’s fraudulent-misrepresentation claim. *See Cargill*, 719 N.W.2d at 232.

III. The district court did not err in granting summary judgment in favor of respondents on TBT’s promissory-estoppel claim.

TBT next argues that the district court erred when it granted summary judgment on its promissory-estoppel claim. “Promissory estoppel is an equitable doctrine that implies a contract in law where none exists in fact.” *Martens*, 616 N.W.2d at 746 (quotation omitted). “It requires proof that 1) a clear and definite promise was made, 2) the promisor intended to induce reliance and the promisee in fact relied to his or her detriment, and 3) the promise must be enforced to prevent injustice.” *Id.* The third element of promissory estoppel—that the promise must be enforced to prevent injustice—is a question of law.

Javinsky v. Comm'r of Admin., 725 N.W.2d 393, 398 (Minn. App. 2007). “Considerations include reasonableness of the promisee’s reliance and weighing of public policies in favor of both enforcing bargains and preventing unjust enrichment.” *Id.*

The district court dismissed TBT’s promissory-estoppel claim under the third element. The district court reasoned that Brule’s decision to terminate TBT’s relationship with 3E in reliance on respondents’ representations was not reasonable because negotiations were ongoing and a final agreement hinged on attorney review and approval, and because TBT was not at a disadvantage in the negotiation process. On appeal, TBT asserts that Brule’s reliance on respondents’ representations was reasonable and resulted in injustice because “all parties understood that QTE would only have an opportunity to obtain some portion of the SMBSC contract if TBT first agreed to terminate its existing contract with 3E.” We disagree.

Brule’s decision to terminate TBT’s contract with 3E in reliance on respondents’ representations was unreasonable because of the parties’ ongoing negotiations over the essential terms of a potential agreement and repeated references to attorney approval of a final agreement. *See id.* at 399 (affirming summary judgment on promissory-estoppel claim because there was no evidence that plaintiff’s reliance on being offered a contract was reasonable when “despite any assurances that [plaintiff] may have received, he understood that the contract might be awarded to someone else”); *Faimon v. Winona State Univ.*, 540 N.W.2d 879, 883 (Minn. App. 1995) (concluding that plaintiff’s reliance on employer’s promise that her job would be available to her for an additional year was not reasonable because she understood that the employer had the right to hire someone else),

rev. denied (Minn. Feb. 9, 1996). While public policy weighs “in favor of . . . enforcing bargains,” for the reasons we have already explained, the parties here merely reached an agreement to negotiate—there was no mutual assent to the essential terms of an agreement and hence no bargain to enforce. *See Javinsky*, 725 N.W.2d at 398. Further, as discussed in more detail below, QTE’s retention of its contract with SMBSC does not amount to unjust enrichment. *See id.* (stating that public policy favors preventing unjust enrichment). And as for TBT’s claim that the parties understood that “QTE would only have an opportunity to obtain some portion of the SMBSC contract if TBT first agreed to terminate its existing contract with 3E,” the summary-judgment record does not contain support for such an assertion. A speculative assertion is insufficient to show a genuine issue of material fact. *See Nicollet Restoration, Inc. v. City of St. Paul*, 533 N.W.2d 845, 848 (Minn. 1995) (“Speculation, general assertions, and promises to produce evidence at trial are not sufficient to create a genuine issue of material fact for trial.”).

Viewing the record in the light most favorable to TBT, TBT failed to produce evidence sufficient to withstand summary judgment that QTE’s promise to work with TBT “must be enforced to prevent injustice.” *See Martens*, 616 N.W.2d at 746 (quotation omitted). The district court therefore did not err in granting summary judgment in respondents’ favor on TBT’s promissory-estoppel claim. *See Faimon*, 540 N.W.2d at 883.

IV. The district court did not err in granting summary judgment in favor of respondents on TBT's unjust-enrichment claim.

Lastly, TBT contends that the district court erred in granting summary judgment for respondents on its unjust-enrichment claim because the district court applied the wrong legal standard and overlooked genuine issues of material fact.

“Unjust enrichment is an equitable doctrine that allows a plaintiff to recover a benefit conferred upon a defendant when retention of the benefit is not legally justifiable.” *Herlache v. Rucks*, 990 N.W.2d 443, 450 (Minn. 2023) (quotation omitted). “The elements of an unjust enrichment claim are: (1) a benefit conferred; (2) the defendant’s appreciation and knowing acceptance of the benefit; and (3) the defendant’s acceptance and retention of the benefit under such circumstances that it would be inequitable for him to retain it without paying for it.” *Dahl v. R.J. Reynolds Tobacco Co.*, 742 N.W.2d 186, 195 (Minn. App. 2007). “[M]ere enrichment alone does not suffice” to support a claim of unjust enrichment. *Hepfl v. Meadowcroft*, 9 N.W.3d 567, 572 (Minn. 2024). Rather, a plaintiff must generally show that the defendant was enriched illegally, unlawfully, or in a manner that is morally wrong. *Herlache*, 990 N.W.2d at 450; *see also Hepfl*, 9 N.W.3d at 572 (stating that an unjust-enrichment plaintiff must generally show the defendant “was unjustly enriched in the sense that the term unjustly could mean illegally or unlawfully,” or that “it would be morally wrong for one party to enrich himself at the expense of another” (quotations omitted)).

The district court granted summary judgment for respondents on TBT’s unjust-enrichment claim because it determined “there is no evidence that [respondents] retaining

the benefit of the contract is illegal, unlawful, or morally wrong” or “otherwise unjust.” TBT argues that the district court applied an incorrect legal standard requiring TBT to produce evidence that respondents were enriched in a manner that was “illegal, unlawful, or morally wrong.” TBT maintains that it only needed to show that respondents’ retention of the SMBSC contract “would enrich [QTE] in a way that was not equitable under the facts of the case.” *See Hepfl*, 9 N.W.3d at 573.

In *Hepfl*, the supreme court affirmed the district court’s order entering judgment for respondent because it determined that appellant would be unjustly enriched if permitted to retain a cabin and its associated features that respondent had paid for and built for the parties’ shared use. *Id.* at 569, 574. The supreme court acknowledged that “what makes enrichment ‘unjust’ has proven more challenging to define because it is necessarily case-specific and properly committed to the discretion of the district court.” *Id.* at 572. Importantly, the supreme court declined to “announce any new test or factors for a district court to apply when considering an unjust enrichment claim” and instead clarified existing caselaw. *Id.* at 576. The supreme court emphasized that “unjust enrichment . . . focuses on the equities of a party’s *retention* of a benefit conferred” and held that in some cases, “a plaintiff may succeed in showing that the enrichment was unjust in the absence of any improper conduct at all by the unjustly enriched party.” *Id.* at 573.

While the district court did not cite *Hepfl*, we discern no error in its application of the law. The district court’s determination that QTE’s “retention” of its new contract with SMBSC was not “illegal, unlawful, or morally wrong” or “otherwise unjust” reflects

Hepfl's focus on "the equities of a party's retention of a benefit conferred." *See id.* We therefore reject TBT's argument that the district court applied an incorrect legal standard.

Based on the undisputed summary-judgment record we have already discussed, we conclude that no rational factfinder could find that QTE's retention of its contract with SMBSC enriches it in a way that is inequitable under the facts of this case. *See id.* The parties had a prior relationship and were represented by attorneys throughout the negotiations. We agree with the district court that "Brule made a decision to terminate the relationship with 3E before any agreement was finalized with QTE" and that, while QTE received the benefits of the contract with 3E, "there is no evidence that QTE's retention of the benefit of the contract is morally wrong or otherwise unjust." The district court thus did not err in granting summary judgment for respondents on TBT's unjust-enrichment claim. *See Cargill*, 719 N.W.2d at 232 (holding that summary judgment is appropriate when the record is "devoid of proof" on an essential element of a plaintiff's claim).

Affirmed.