This opinion is nonprecedential except as provided by Minn.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
A25-1148

Range Cornice & Roofing Company,
Respondent,

vs.

Spectra Building Group, LLC,
Appellant.

Filed May 11, 2026
Affirmed in part, reversed in part, and remanded
Ede, Judge

St. Louis County District Court
File No. 69DU-CV-23-1564

Aaron A. Dean, Madeline E. Davis, Spencer Fane LLP, Minneapolis, Minnesota (for respondent)

David M. Johnson, Peter J. Raukar, Trial Group North, Duluth, Minnesota (for appellant)

Considered and decided by Ede, Presiding Judge; Frisch, Chief Judge; and Bentley, Judge.

NONPRECEDENTIAL OPINION

EDE, Judge

Following a court trial, the district court entered judgment for respondent subcontractor and against appellant contractor on respondent's claims of breach of contract, account stated, and failure to render prompt payment under Minnesota Statutes section 337.10, subdivision 3 (2024).[1] In this appeal from that judgment, appellant asserts that the district court erred by: (1) declining to offset damages based on materials and labor that appellant provided; (2) applying subdivision 3 of Minnesota Statutes section 337.10 to award respondent attorney fees and penalty interest; and (3) awarding duplicative damages. Because we conclude that the district court did not err by declining to offset damages and by determining that respondent is entitled to relief under Minnesota Statutes section 337.10, subdivision 3, we affirm in part. But because we conclude that the district court erred by awarding duplicative damages, we reverse in part and remand for the district court to correct the judgment so that it accurately reflects the $180,235.89 in total damages that it awarded respondent.

FACTS

Respondent Range Cornice & Roofing Company sued appellant Spectra Building Group LLC based on a dispute over payment on a subcontract between the parties. Range Cornice's complaint asserted the following claims: breach of contract (Count I); unjust enrichment (Count II); account stated (Count III); promissory estoppel (Count IV); and violation of Minnesota Statutes section 337.10, subdivision 3 (Count V). The matter proceeded to a one-day court trial, at which four witnesses testified, including the president and chief executive officer (CEO) of Range Cornice, as well as Spectra's owner. The

[1] Minnesota Statutes section 337.10, subdivision 3, provides that "[a] building and construction contract shall be deemed to require the prime contractor . . . to promptly pay any subcontractor . . . within ten days of receipt by the party responsible for payment of payment for undisputed services provided by the party requesting payment," which "includ[es] [progress] payments [and retainages] under subdivision 4."

district court also received 23 exhibits by stipulation of the parties. After the trial, the district court filed findings of fact, conclusions of law, and an order for judgment in Range Cornice's favor, on which the court entered judgment. The following factual summary is drawn from the record of the underlying proceedings and the district court's findings of fact, viewed in the light most favorable to the verdict.[2]

In March 2021, Spectra agreed to "self-perform" certain construction and hire subcontractors to complete work on a building for the East Range Academy of Technology & Science (ERATS). Throughout August and September 2021, Spectra and Range Cornice exchanged emails and bids in discussing a potential subcontract regarding Range Cornice's installation of a ballast roof system as part of the ERATS project. On September 1, Range Cornice provided Spectra with a quote of $217,757 for furnishing specified labor, equipment, and materials. This quote contained a "Note" regarding a potential "deduct" of $27,768 if Spectra chose to have Range Cornice use "EPS insulation" instead of "ISO insulation," although the quote stated that there would be a delay of "60+ days" to obtain the EPS insulation. Without the potential deduction, the insulation amount on which Range Cornice based its $217,757 quote was $57,676. In mid-September, Spectra told Range Cornice that Spectra wanted to enter into a subcontract with Range Cornice but was over budget on the ERATS project.

[2] *See Herlache v. Rucks*, 990 N.W.2d 443, 453 (Minn. 2023) (addressing a district court's decision after a court trial and explaining that appellate courts "review the district court's factual findings for clear error" and "examine the record in the light most favorable to the verdict to determine if [they] are left with the definite and firm conviction that a mistake has been made" (quotation and citation omitted)).

On October 5, the parties met and Spectra informed Range Cornice that Spectra would send Range Cornice a subcontract for Range Cornice's full quote. Spectra also told Range Cornice that the parties could later reach an agreement about materials that Spectra had purchased and would provide for the roofing work. As of that date, Spectra had purchased the insulation needed for Range Cornice's work. Spectra paid $93,756.69 for the insulation.[3] On October 6, the parties entered into a subcontract in which they agreed that Range Cornice would perform work on the project and that Spectra would pay Range Cornice $217,757.

The subcontract states in relevant part:

> TEAM RELATIONSHIP, the Contractor and the Subcontractor agree to proceed with the Project on the basis of trust, good faith and fair dealing and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the Stipulated Sum Price and/or changes approved by Contractor all within the date of completion.
>
> SUBCONTRACTOR AGREES TO PROVIDE ALL LABOR, MATERIAL AND

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[3] At trial, the parties disputed what they had discussed about the insulation before they entered into the subcontract for the roofing work. On one hand, Spectra's owner testified that he told the president and CEO of Range Cornice that Spectra had bought the insulation for "around $90,000" and that the president and CEO of Range Cornice "indicated . . . that [that amount] was a little more than what [Range Cornice] had in [its quote] for the insulation cost." On the other hand, the president and CEO of Range Cornice testified that he and Spectra's owner "didn't talk about prices at all" and that, prior to the parties' subcontract, Spectra did not communicate to him the cost of the insulation it had purchased. In a handwritten note about the parties' meeting on October 5, the president and CEO of Range Cornice wrote that Spectra's owner "said he was sending a [sub]contract for the full amount and [the parties] would work out an agreement later for the materials he already bought."

> EQUIPMENT TO COMPLETE WORK AS PER THE DRAWINGS AND THEIR PROPOSAL 21-206 DATED 09/01/2021
>
> **CONTRACT AMOUNT: $217,757.00**
>
> ****NOTE – CONTRACT PRICE WILL BE ADJUSTED FOR CONTRACTOR PURCHASED MATERIALS. THE DEDUCTION WILL BE MADE BASED ON A MUTUAL DECISION ON THE MATERIAL COSTS.**
>
> . . . .
>
> #3 **<u>Payment:</u>** Contractor shall pay Building Subcontractor provided hereunder as follows:
>
> > Invoices are due by the 25th of each month and payments will be made on the 20th of the following month. Before issuances of final payment, if required by Contractor, Subcontractor shall submit evidence of all payroll, materials and equipment are satisfied.
>
> #4 **<u>Entirety:</u>** This is the final and complete agreement of the parties concerning the subject matter hereof. This agreement may only be modified in a writing signed by both parties hereto. No prior or contemporaneous statements or representations shall have any force and effect whatsoever. In the event of any conflict between the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence. This Agreement will be interpreted and construed under the law of the State of Minnesota.

Spectra's owner drafted the subcontract using a form that Spectra had employed for over 20 years and did not include a deduction for the cost of the insulation it had purchased. The subcontract was signed by Spectra's owner and the president and CEO of Range Cornice.

In November, Range Cornice completed the subcontracted roofing work. Between late November and early December, Range Cornice finished additional work that Spectra had requested involving a curb. Range Cornice submitted a change order request to Spectra for the curb work in the amount of $4,639. Spectra did not submit a change order deduction to Range Cornice. And in March 2022, Range Cornice concluded work on a canopy that Spectra had also requested in addition to the subcontracted roofing work.

On April 7, after Range Cornice had completed all the work Spectra had requested, Range Cornice sent an invoice to Spectra for the subcontract price of $217,757. The invoice described four items that were pending and would alter the total amount due: a "pending labor deduct"; a "pending insulation deduct"; a "pending curb add $4,639.00"; and a "pending canopy add." Although ERATS paid Spectra for the roofing work on April 21, Range Cornice did not receive any communication from Spectra in response to the April 7 invoice. Range Cornice followed up with Spectra on June 29 via email, in which Range Cornice advised Spectra that the April 7 invoice was past due. ERATS paid Spectra its "full contract amount" at the end of August.

Throughout November, Range Cornice continued to request payment from Spectra. On Friday, November 18, Spectra emailed Range Cornice that it had "received 1 of the 3 checks [that Spectra was] waiting on so [Spectra would] be mailing out a check on Monday." During cross-examination at trial, Spectra's owner admitted that three checks Spectra had said it was "waiting on" were unrelated to the ERATS project and that, in August, ERATS had paid Spectra in full. On December 5, Spectra paid Range Cornice $50,000.

In January 2023, Range Cornice again requested payment and informed Spectra that Range Cornice had confirmed with ERATS that Spectra had already been paid in full. On February 2, Spectra emailed Range Cornice and suggested for the first time that the subcontract price should total $124,217.80 instead of $217,757. Range Cornice tried to settle the matter with Spectra and to secure the agreed-upon subcontract price. On February 24, Spectra sent Range Cornice a check for $74,217.80, which was the last payment Spectra remitted to Range Cornice.

In August, Range Cornice sued Spectra and alleged the four claims referenced above. Range Cornice sought $101,028.20 in damages, based on the following:

Range Cornice Subcontract	$217,757.00
December 5, 2022 Payment	($50,000.00)
February 24, 2023 Payment	($74,217.80)
Additional Work for Curbs	$4,639.00
Additional Work for Canopy	$2,850.00
TOTAL DUE	**$101,028.20**

Range Cornice also sought $39,207.69 in interest and $40,000 in attorney fees.

After completing the one-day court trial in February 2025, the district court filed its order on May 24. In its May 24 order, the district court determined: that Spectra and Range Cornice "have an account stated in the unpaid amount of [$]93,539.20"; that Spectra "breached its subcontract with Range Cornice," causing Range Cornice to be "damaged in the principal amount of $93,539.20"; that Spectra "violated Minn. Stat. § 337.10, subd. 3, by failing to pay . . . Range Cornice . . . within ten days of receiving payment from [ERATS]," causing Range Cornice to be "damaged in the principal amount of $101,028.20"; and that, "[d]ue to Spectra's statutory violation of Minn. Stat. § 337.10, subd. 3, . . . Spectra is liable to Range Cornice for its attorney[] fees[,]" the amount of which the court "found . . . reasonable." The district court ordered Spectra to pay Range Cornice $93,539.20 relating to Range Cornice's breach-of-contract claim (Count I),

$101,028.20 relating to Range Cornice's claim under Minnesota Statutes section 337.10, subdivision 3 (Count V), and "$79,207.69 in interest and attorney fees."[4] The May 24 order did not, however, set forth a total of the district court's damages award. On June 24, the district court entered judgment on the May 24 order.[5]

This appeal follows.

DECISION

Spectra contends that the district court erred by: (1) declining to offset damages based on insulation and labor that Spectra provided; (2) applying Minnesota Statutes section 337.10, subdivision 3, to award Range Cornice attorney fees and penalty interest; and (3) awarding duplicative damages. For the reasons expressed below, we affirm in part, reverse in part, and remand.

On appeal from a judgment following a court trial, appellate courts "review questions of law de novo and questions of fact under the clearly erroneous standard." *In re Distrib. of Att'y's Fees Between Stowman L. Firm, P.A. & Lori Peterson L. Firm*, 870 N.W.2d 755, 759 (Minn. 2015). "A finding of fact is clearly erroneous if [an appellate court

[4] The district court dismissed Range Cornice's claims of unjust enrichment (Count II) and promissory estoppel (Count IV) without prejudice.

[5] That same day, the district court filed a "Notice of Entry of Judgment" that described the total "Monetary Award" as "$273,775.09." In response, Range Cornice filed correspondence on July 9 stating that the $273,775.09 amount set forth in the June 24 notice "is incorrect as . . . [it] doubles Range Cornice's recovery" and that "[t]he correct amount of the monetary award owed to Range Cornice is and should be noticed to be $180,235.89." Range Cornice therefore requested that the district court amend the June 24 notice "to reflect the monetary award of $180,235.89, instead of $273,775.09." On July 16, before the district ruled on Range Cornice's letter request, Spectra filed a notice of appeal.

is] left with the definite and firm conviction that a mistake has been made." *Id.* (quotation omitted); *see also Herlache*, 990 N.W.2d at 453 (explaining that appellate courts "examine the record in the light most favorable to the verdict to determine if [they] are left with the definite and firm conviction that a mistake has been made" (quotation omitted)). "Findings of fact, whether based on oral or documentary evidence, shall not be set aside unless clearly erroneous, and due regard shall be given to the opportunity of the [district] court to judge the credibility of the witnesses." Minn. R. Civ. P. 52.01. A district court's "findings are clearly erroneous when they are manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole." *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (quotation omitted). Appellate courts do not "reconcile conflicting evidence" or "reweigh the evidence as if trying the matter de novo." *Id.* at 222, 223 n.4 (quotation omitted). "When the record reasonably supports the findings at issue on appeal, it is immaterial that the record might also provide a reasonable basis for inferences and findings to the contrary." *Id.* at 223 (quotation omitted).

With these principles in mind, we address the parties' arguments in turn.

I. The district court did not err by declining to offset damages based on insulation and labor that Spectra provided.

In maintaining that the district court erred by declining to offset damages based on insulation and labor that Spectra provided, Spectra contends: (A) that the district court's decision was based on a clearly erroneous finding of fact and an erroneous conclusion of law; (B) that the district court did not address equitable principles, promissory estoppel, and the breach of the duty of good faith and fair dealing; (C) that Range Cornice's account-stated claim fails because there was no acknowledgment or acquiescence of liability; and (D) that the purported offset amounts exceed the value of Range Cornice's claims. These contentions are unavailing.

A. The district court's decision was not based on a clearly erroneous finding of fact or an erroneous conclusion of law.

Spectra argues that the district court clearly erred in finding that, "[a]s of October 5, 2021, Spectra had already purchased the insulation for Range Cornice's work. . . . Spectra could not explain why it did not deduct the cost of insulation from Range Cornice's subcontract." According to Spectra, it "provided the explanation: it was not known how much of the insultation Range Cornice would use, and the parties had not yet agreed to the cost of the insulation. Thus, the parties agreed to later offset the 'cost' of the insulation actually used." Range Cornice responds that "Spectra's argument that the [district] court [clearly] erred by stating that Spectra could not explain why it did not deduct the insulation from the Subcontract is simply incorrect."

At trial, Range Cornice's counsel cross-examined Spectra's owner as follows:

> Q: When we look at the [sub]contract, the first page shows that this was dated October 6th, 2021. At this point you had already ordered the insulation. Correct?
> A: Correct.
>
> Q: But the contract amount still reflects the entire amount of Range Cornice's proposal?
> A: Correct, with a note below it. Correct.
>
> Q: And you're not sure why you didn't include the deduct or change the price of the contract. Right?
> A: I don't know why we did not do that, but it was -- again, the price was never discussed between me and [the president and CEO of Range Cornice].

Examining this record in the light most favorable to the district court's order and giving due regard to the court's opportunity to judge the credibility of Spectra's owner, we are not left with the definite and firm conviction that the court made a mistake in the challenged finding of fact. *See* Minn. R. Civ. P. 52.01; *see also Herlache*, 990 N.W.2d at 453. The district court's finding is neither manifestly contrary to the weight of the evidence nor unsupported by the record as a whole. *See Kenney*, 963 N.W.2d at 221. To the extent that Spectra asks that we reconcile or reweigh any conflicting evidence in the record, we cannot do so. *See id.* at 222, 223 n.4. And because "the record reasonably supports the finding[] at issue on appeal, it is immaterial that the record might also provide a reasonable basis for inferences and findings to the contrary." *Id.* at 223 (quotation omitted). Thus, the district court's finding of fact is not clearly erroneous.

Spectra also challenges as erroneous the district court's determination that "[t]he [sub]contract price was never amended to be anything less than $217,757.00, because the parties did not agree in writing to make any such changes." In Spectra's view, this "conclusion of law embodies the crux of the [district] court's errors" because "[t]he parties agreed to offset the cost of the insulation in writing in the subcontract itself" and "[t]he parties' later failure to agree doesn't result in Spectra forfeiting the right to any offset whatsoever." Range Cornice counters that Spectra's argument is "contrary to the language of the subcontract."

The subcontract provides in relevant part:

> ****NOTE – CONTRACT PRICE WILL BE ADJUSTED FOR CONTRACTOR PURCHASED MATERIALS. THE**

> **DEDUCTION WILL BE BASED ON A MUTUAL DECISION ON THE MATERIAL COSTS.**
>
> . . . .
>
> #4 **<u>Entirety:</u>** This is the final and complete agreement of the parties concerning the subject matter hereof. This agreement may only be modified in a writing signed by both parties hereto. No prior or contemporaneous statements or representations shall have any force and effect whatsoever. In the event of any conflict between the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence. This Agreement will be interpreted and construed under the law of the State of Minnesota.

No evidence in the record shows that the parties modified the subcontract in a writing that they both signed. Indeed, Spectra's owner admitted on cross-examination by Range Cornice's counsel that "[t]he contract was not revised or negotiated."

Appellate courts review issues of contract interpretation de novo. *Minnesota Dep't of Corr. v. Knutson*, 976 N.W.2d 711, 715 (Minn. 2022). "The primary goal of contract interpretation is to determine and enforce the intent of the parties." *Staffing Specifix, Inc. v. TempWorks Mgmt. Servs. Inc.*, 913 N.W.2d 687, 692 (Minn. 2018) (quotation omitted). Appellate courts "look to the contract language to discern the parties' intent." *Kuhn v. Dunn*, 8 N.W.3d 633, 637 (Minn. 2024). Moreover, appellate courts "construe a contract as a whole and attempt to harmonize all of its clauses." *Id.* (quotation omitted). "When the contract language is unambiguous, [appellate courts] enforce the parties' agreement as expressed in the language of the contract, and . . . do not rewrite, modify, or limit its effect by a strained construction." *Id.* (quotation omitted); *see also id.* at 639 (declining "to add words to an unambiguous contractual provision" (quotation omitted)). In other words, appellate courts "assign unambiguous contract language its plain meaning." *City of Duluth v. Fond du Lac Band of Lake Superior Chippewa*, 843 N.W.2d 577, 582 (Minn. 2014). "The terms of a contract are ambiguous if they are susceptible to more than one reasonable interpretation[,]" but "[a] contract's terms are not ambiguous simply because the parties' interpretations differ." *Staffing Specifix, Inc.*, 913 N.W.2d at 692.

Despite the parties' differing interpretations of the foregoing contractual terms, the subject provisions are unambiguous because they are not susceptible to more than one *reasonable* interpretation. *See id.* The subcontract—which Spectra drafted on a form it had used for over 20 years—states that a deduction for materials purchased by Spectra "will be based on a mutual decision on the material costs." It also provides that it is "the final and complete agreement of the parties" and "may only be modified in a writing signed by both parties." And the subcontract specifies that "[n]o prior or contemporaneous statements or representations shall have any force and effect whatsoever" and that "the terms and conditions of [the subcontract] shall take precedence." With the primary goal of construing the subcontract by "determin[ing] and enforc[ing] the intent of the parties," *id.*, we are required to "look to the [sub]contract['s] language to discern . . . [that] intent" and to "construe [the] [sub]contract as a whole and attempt to harmonize all of its clauses," *Kuhn*, 8 N.W.3d at 637 (quotation omitted). Doing so, we conclude that, while the subcontract states that material costs would be addressed by a mutual decision, if no mutual decision was reached, the subcontract would not be modified.

Because the subcontract is unambiguous, we must "enforce the parties' agreement as expressed in [its] language" and cannot "rewrite, modify, or limit its effect by [the] strained construction" that Spectra urges us to adopt. *Kuhn*, 8 N.W.3d at 637 (quotation omitted). Moreover, we "decline to add words to [the] unambiguous contractual provision[s]" at issue, which Spectra's argument would have us do. *Id.* at 639 (quotation omitted). On this record and "assign[ing] [the] unambiguous [sub]contract language its plain meaning," we conclude that, because no mutual decision was reached, the district court did not err in determining that the parties did not modify the subcontract price to an amount less than $217,757. *City of Duluth*, 843 N.W.2d at 582.

B. The district court did not err by declining to address equitable principles, promissory estoppel, or the duty of good faith and fair dealing.

Spectra supports its equitable-principles contention by citing *Hruska v. Chandler Assocs., Inc.*, 372 N.W.2d 709, 715 (Minn. 1985). In particular, Spectra maintains that "Range Cornice's argument that there is no offset because no agreement was reached by the parties is . . . unconscionable with respect to both the benefit to Range Cornice and the injury to Spectra." And Spectra asserts that "Range Cornice consistently and unreasonably insisted on no offset for the labor and materials provided by Spectra—an unconscionable result." As Range Cornice points out, however, *Hruska* did not hold that equitable principles rendered unenforceable the contract at issue—a covenant not to compete—because the Minnesota Supreme Court concluded that the employers' conduct did not constitute "unclean hands." 372 N.W.2d at 715. Under the specific facts of this case, we cannot say that the district court's decision to enforce the plain meaning of the unambiguous subcontract has produced an unconscionable result.

Moreover, Spectra maintains that "[a]pplication of the legal principle of promissory estoppel defeats [Range Cornice's] liability theory." "Promissory estoppel is an equitable doctrine that implies a contract in law where none exists in fact." *Martens v. Minn. Mining & Mfg. Co.*, 616 N.W.2d 732, 746 (Minn. 2000) (quotation omitted). Even setting aside the fact that, here, a contract in law *does* exist in fact—the subcontract—we are not otherwise convinced by Spectra's promissory-estoppel argument. Promissory estoppel "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 [their] detriment, and 3) the promise must be enforced to prevent injustice." *Id.* Given the plain meaning of the unambiguous language of the subcontract—which provides that any deduction would be based on "a mutual decision on the material costs"—we agree with Range Cornice that it "never made any 'clear and definite promise' to offset 'the cost of the insulation and labor provided'" because it is undisputed that no mutual decision was ever reached.

Spectra also argues that "Range Cornice's assertion that it can eliminate any obligation to offset the labor and materials provided by Spectra violates" the duty of good faith and fair dealing, which Spectra claims is both expressed and implied in the subcontract. But Range Cornice convincingly responds that Spectra neither asserted an affirmative defense based on such a duty in its answer nor asserted this argument in the district court until it mentioned the issue in its posttrial proposed findings of fact and conclusions of law.[6] "[A]n issue first raised in a post-trial motion is not raised in a timely fashion." *Grigsby v. Grigsby*, 648 N.W.2d 716, 726 (Minn. App. 2002) (citing *Antonson v. Ekvall*, 186 N.W.2d 187, 189 (Minn. 1971) (explaining that a claim was made "too late" when it was first made in a motion for a new trial); *Allen v. Cent. Motors*, 283 N.W. 490, 492 (Minn. 1939) (stating that an issue was raised "too late" when it was first raised in a motion for amended findings)), *rev. denied* (Minn. Oct. 15, 2002); *see also Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988) ("A reviewing court must generally consider only those issues that the record shows were presented and considered by the [district] court in deciding the matter before it." (quotation omitted)); *Wear v. Buffalo-Red River Watershed Dist.*, 621 N.W.2d 811, 816 (Minn. App. 2001) ("Because the district court was faced with the arguments for the first time in a post-trial brief, we conclude they were not adequately raised in the district court and are not properly before us."), *rev. denied* (Minn. May 15, 2001).

Thus, the district court did not err by declining to address equitable principles, promissory estoppel, or the duty of good faith and fair dealing.

C. The district court correctly determined that Range Cornice's account-stated claim did not fail based on a lack of acknowledgment or acquiescence of liability by Spectra.

Spectra asserts that the district court's "application of the [account-stated] doctrine was error because it ignored the underlying circumstances," i.e., that "Range Cornice

[6] Although it asserted the affirmative defense of estoppel, Spectra did not allege as an affirmative defense that Range Cornice breached the duty of good faith and fair dealing. Nor did Spectra maintain any counterclaims against Range Cornice.

submitted an invoice that didn't include any offset whatsoever[,]" despite its "bid amount [that] included $57,676.00 worth of insulation (more than 25 percent of the total contract amount and more than 60 percent of its claimed damages) that Spectra supplied to it." And Spectra stresses that "the [sub]contract expressly provided that the parties would mutually agree to an offset of the cost [of] the insulation, in all caps and bold lettering nonetheless." According to Spectra, these circumstances "cannot support a conclusion that a party must object to the amount of the invoice or risk having the passage of time constitute 'an acknowledgement or acquiescence of a liability.'" Range Cornice counters that "[t]he 'underlying circumstances' make clear, as the district court determined, that an account was stated: Range Cornice contacted Spectra via telephone and e-mail countless times to obtain payment but Spectra did not respond for over eight months . . . after Range Cornice sent Spectra an invoice," which "are the exact types of facts where an account stated is appropriate." We agree with Range Cornice.

The Minnesota Supreme Court has described the account-stated doctrine as follows:

> An account stated comes into being through an acknowledgment or an acquiescence in the existing condition of liability between the parties. If an account rendered is acquiesced in by the parties and the correctness of the statement is admitted, then the law will imply a promise to pay whatever balance is thus acknowledged to be owing and due, without further proof; likewise, proof of the retention of a statement of account without objection for more than a reasonable length of time may under certain circumstances operate as proof of an acquiescence in or an admission of the correctness of the statement of account and permit the legal inference that an account stated has been established. The balance must be struck under such circumstances as to import a promise of payment on the one side and acceptance on the

> other. The balance must be arrived at as the express or implied result of computation and agreement.

Kittler & Hedelson v. Sheehan Props., Inc., 203 N.W.2d 835, 839–40 (Minn. 1973) (quotation omitted). "To establish and recover on an account stated, the claimant must show (1) a prior relationship as debtor and creditor, (2) a showing of mutual assent between the parties as to the correct balance of the account, and (3) a promise by the debtor to pay the balance of the account." *Mountain Peaks Fin. Servs., Inc. v. Roth-Steffen*, 778 N.W.2d 380, 387 (Minn. App. 2010), *rev. denied* (Minn. Apr. 28, 2010). "It is the general rule that an account stated is prima facie evidence of the accuracy and correctness of the items noted thereon and of the liability of the party against whom the balance refers." *Erickson v. Gen. United Life Ins. Co.*, 256 N.W.2d 255, 259 (Minn. 1977). "In order to successfully challenge an account stated, one must be able to affirmatively demonstrate either fraud or mistake by clear and convincing evidence." *Id.*

The district court determined that "Range Cornice submitted its invoice to Spectra on April 7, 2022," that "Spectra did not object or dispute Range Cornice's invoice for ten months," that "[t]en months is an unreasonably long amount of time to retain an invoice without disputing it," that "Spectra acquiesced to the accuracy and correctness of the April 7, 2022[] invoice," and that "Range Cornice proved by a preponderance of the evidence that it had an account stated with Spectra in the amount of $217,757.00."

The record reflects in relevant part as follows. On April 7, 2022, after Range Cornice had completed all the work that Spectra had requested, Range Cornice sent an invoice to Spectra for the subcontract price of $217,757. Range Cornice did not receive any communication from Spectra in response to the April 7 invoice. Range Cornice followed up with Spectra on June 29 via email, in which Range Cornice advised Spectra that the April 7 invoice was past due. Throughout November, Range Cornice continued to request payment from Spectra. On Friday, November 18, Spectra emailed Range Cornice that it had "received 1 of the 3 checks [that Spectra was] waiting on so [Spectra would] be mailing out a check on Monday." On December 5, Spectra paid Range Cornice $50,000. In January 2023, Range Cornice again requested full payment. It was not until February 2, 2023, that Spectra emailed Range Cornice and suggested for the first time that the subcontract price should total $124,217.80 instead of $217,757.

We conclude that the district court did not err in determining that Range Cornice proved by a preponderance of the evidence that it had an account stated with Spectra in the amount of $217,757. This is because the facts above establish (1) that Spectra had a prior relationship with Range Cornice as debtor and creditor, (2) that there was a showing of mutual assent between the parties as to the correct balance of the account, and (3) that there was a promise by Spectra to pay the balance of the account. *See Mountain Peaks Fin. Servs., Inc.*, 778 N.W.2d at 387. The district court's findings in support of its determination are not clearly erroneous because they are not manifestly contrary to the weight of the evidence and are reasonably supported by the record as a whole. *See Kenney*, 963 N.W.2d at 221. Spectra commenced payment to Range Cornice by remitting $50,000 on December 5, 2022, without objection to the April 7 invoice. And Spectra waited ten months after the April 7 invoice before raising its first objection thereto on February 2, 2023. We therefore discern no error in the district court's rulings that "Spectra acquiesced to the accuracy and correctness of the April 7, 2022[] invoice" and that "[t]en months is an unreasonably long amount of time to retain an invoice without disputing it." *See Kittler & Hedelson*, 203 N.W.2d at 839–40. In proving its account-stated claim, Range Cornice established prima facie evidence of the accuracy and correctness of the items in the April 7 invoice and Spectra's liability therefor, and Spectra did not successfully challenge the account stated by affirmatively demonstrating either fraud or mistake by clear and convincing evidence. *Erickson*, 256 N.W.2d at 259.

Consequently, the district court correctly determined that Range Cornice's account-stated claim did not fail based on a lack of acknowledgment or acquiescence of liability by Spectra.

D. The district court correctly determined that the purported offset amounts do not exceed the value of Range Cornice's claims.

Spectra argues that "the [sub]contract language is clear and the amounts of the proper offsets exceed Range Cornice's damages claims, making it appropriate for this court to reverse and remand for dismissal of the claims and the entry of judgment in favor of Spectra." As discussed earlier, we reject Spectra's reading of the unambiguous subcontract as contrary to its plain meaning. *See Kuhn*, 8 N.W.3d at 637; *see also City of Duluth*, 843 N.W.2d at 582. Because the parties did not modify the subcontract price to an amount less than $217,757, the district court correctly determined that the purported offset amounts—which the court properly declined to credit in enforcing the plain meaning of the unambiguous subcontract—did not exceed the value of Range Cornice's claims.

II. The district court did not err in applying Minnesota Statutes section 337.10, subdivision 3, to award Range Cornice attorney fees and penalty interest.

Spectra contends that, because "[t]he parties disputed the value of the labor and materials provided by Spectra throughout the project and this litigation," the district court erred in awarding Range Cornice relief under Minnesota Statutes section 337.10, subdivision 3. In response, Range Cornice maintains that "the [district] court correctly found that Spectra was . . . paid in full by . . . [ERATS] (a fact that Spectra has never disputed) and that Spectra did not pay Range Cornice within 10 days of receiving such payment (a fact that Spectra has never disputed)," such that subdivision 3 of Minnesota Statutes section 337.10 "applies to these facts." Range Cornice's argument is persuasive.

Spectra's contention presents an issue of statutory interpretation. Appellate courts "review statutory interpretation de novo." *Reetz v. City of Saint Paul*, 956 N.W.2d 238, 245 (Minn. 2021). "The goal of statutory interpretation is to ascertain and effectuate the intent of the Legislature." *Id.* (citing Minn. Stat. § 645.16 (2020)). To do so, appellate courts first "determine whether the statute's language, on its face, is unambiguous." *Id*. "When the language of a statute is susceptible to only one reasonable interpretation, it is unambiguous and [appellate courts] must apply its plain meaning." *Id.* (quotation omitted). "If a statute does not define a word or phrase, [appellate courts] construe words or phrases according to their plain and ordinary meaning. In determining the plain and ordinary meaning of a word or phrase, [appellate courts] may consider dictionary definitions." *Id.* (citations omitted).

Minnesota Statutes section 337.10, subdivision 3, requires a general contractor to

> promptly pay any subcontractor . . . within ten days of receipt by the party responsible for payment of payment for undisputed services provided by the party requesting payment . . . . The contract shall be deemed to require the party responsible for payment to pay interest of 1-1/2 percent per month to the party requesting payment on any undisputed amount not paid on time . . . . A party requesting payment who prevails in a civil action to collect interest penalties . . . must be awarded its costs and disbursements, including attorney fees . . . .

While undefined by the statute, the *Black's Law Dictionary* definition of "undisputed" is "[n]ot questioned or challenged; uncontested." *Black's Law Dictionary* 1844 (12th ed. 2024); *see also Reetz*, 956 N.W.2d at 245.

The district court determined that "Range Cornice submitted its invoice to Spectra on April 7, 2022," that "Spectra was paid by . . . [ERATS] for roofing work on April 21, 2022," that "Spectra was paid in full by . . . [ERATS] on August 18, 2022," and that "Spectra did not pay Range Cornice within ten days per Minn. Stat. § 337.10."

We are not convinced that the district court's decision is based on any clearly erroneous findings of fact or error of law. The district court's findings are neither manifestly contrary to the weight of the evidence nor unsupported by the record as a whole. *See Kenney*, 963 N.W.2d at 221. It is undisputed that Spectra did not pay Range Cornice within ten days of receiving full payment from ERATS. And we have concluded above that the district court did not err in determining that "Range Cornice proved by a preponderance of the evidence that it had an account stated with Spectra in the amount of $217,757.00" because "Spectra did not object or dispute Range Cornice's invoice for ten months," "[t]en months is an unreasonably long amount of time to retain an invoice without disputing it," and "Spectra acquiesced to the accuracy and correctness of the April 7, 2022[] invoice." Consistent with that conclusion, we discern no factual or legal error in the district court's determination that Range Cornice's services were "undisputed" for purposes of Minnesota Statutes section 337.10, subdivision 3—at the very least by the time Range Cornice's account-stated claim accrued—because Spectra neither questioned nor challenged those services.

Accordingly, we conclude that the district court did not err in applying Minnesota Statutes section 337.10, subdivision 3, to award Range Cornice attorney fees and penalty interest.

III. The district court erred by awarding duplicative damages.

Spectra avers that reversal is warranted because the district court improperly awarded duplicative damages to Range Cornice. Although it does not dispute that the damages award was duplicative, Range Cornice argues that this issue is moot. In particular, Range Cornice claims that, after Spectra filed this appeal, the district court corrected the damages award under Minnesota Rule of Civil Procedure 60.01. We agree with Spectra.

Appellate courts "decide only actual controversies," and, "[i]f the court is unable to grant effectual relief, the issue raised is deemed to be moot resulting in dismissal of the appeal." *In re Schmidt*, 443 N.W.2d 824, 826 (Minn. 1989); *see also Winkowski v. Winkowski*, 989 N.W.2d 302, 308 (Minn. 2023) (explaining that appellate courts "will dismiss an appeal as moot when a decision on the merits is no longer necessary or an award of effective relief is no longer possible" (quotation omitted)). "Moreover, [appellate courts] do[] not issue advisory opinions, nor decide cases merely to establish precedent." *Schmidt*, 443 N.W.2d at 826. In other words, “[a] moot case is nonjusticiable.” *Winkowski*, 989 N.W.2d at 307–08. “Justiciability is an issue of law, which [appellate courts] review de novo.” *Id.* at 307 (quotation omitted).

In support of its mootness argument, Range Cornice has included in its appellate addendum an October 10, 2025 “Amended Order” by the district court, upon which the court entered judgment on October 15. But that document is not included in the record on appeal,[7] and “[a]n appellate court is generally limited to the record that was before the district court when it made the decision being appealed.” *In re Welfare of Child of K. O.*, 4 N.W.3d 359, 364 n.1 (Minn. App. 2024) (citing Minn. R. Civ. App. P. 110.01 (defining the record on appeal); *Stich*, 425 N.W.2d at 582); *see also Vasko v. County of McLeod*, 10 N.W.3d 482, 490 n.12 (Minn. 2024) (explaining that “[a]n appellate court may not base its decision on matters outside the record on appeal” (quotation omitted)). “If, however, an event occurs while an appeal is pending that (allegedly) renders a decision on the merits by this court unnecessary or effective relief impossible, that event is—by definition—outside the record on appeal as defined by rule 110.01.” *K. O.*, 4 N.W.3d at 364 n.1 (citing *In re Application of Minnegasco*, 565 N.W.2d 706, 710 (Minn. 1997) (noting “the general rule is that when, pending appeal, an event occurs that makes a decision on the merits unnecessary or an award of effective relief impossible, the appeal should be dismissed as moot”)).

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[7] Range Cornice has not requested that we take judicial notice of the document under Minnesota Rule of Evidence 201(d).

"Appellate courts have considered supplemental materials . . . when events have occurred between the district court's order and the appeal that raise issues relating to mootness." *Wilmington Tr., Nat'l Ass'n v. 700 Hennepin Holdings, LLC*, ___ N.W.3d ___, ___, 2026 WL 647917, at *4 (Minn. App. Mar. 9, 2026) (citing *Hous. & Redev. Auth. v. Walser Auto Sales, Inc.*, 641 N.W.2d 885, 888 (Minn. 2002); *Plowman v. Copeland, Buhl & Co.*, 261 N.W.2d 581, 584 n.3 (Minn. 1977) (recognizing that "[s]ome courts have used the power to look beyond the record for the purposes of determining mootness or other post-trial procedural matters") (other citations omitted)), *petition for rev. filed* (Minn. Apr. 8, 2026). Because "limiting our review to the record before the district court would preclude us from considering the event prompting the assertion of mootness" in this case, "we must look beyond the record presented to the district court" to the October 15 judgment that Range Cornice included in its addendum. *K. O.*, 4 N.W.3d at 365 n.1 (citing *Plowman*, 261 N.W.2d at 584 n.3).

Based on our careful review of the October 15 judgment, we conclude that the issue of duplicative damages is not moot because a decision on the merits remains necessary and an award of effective relief is still possible. *See Winkowski*, 989 N.W.2d at 308. This is because the express terms of the October 15 judgment relate only to the June 24, 2025 "Notice of Entry of Judgment," not the June 24 judgment itself, which underlies this appeal:

> On June 24, 2025, a Notice of Entry of Judgment was filed. (Index No. 61.) This Notice states that the monetary award owed to Range Cornice is $273,775.09. On July 9, 2025, counsel for . . . Range Cornice . . . notified the court that the

> correct monetary amount owed to . . . Range Cornice . . . should be $180,235.89.
>
> Based upon all the files, records and proceedings herein, the court HEREBY ORDERS:
>
> 1. The Notice of Entry of Judgment is amended to reflect a monetary award owed to . . . Range Cornice . . . by . . . Spectra . . . in the amount of $180,235.89.

Thus, the district court's October 15 judgment did not correct or otherwise affect the June 24 judgment, which still orders that Spectra pay Range Cornice $93,539.20 relating to Range Cornice's breach-of-contract claim (Count I), $101,028.20 relating to Range Cornice's claim under Minnesota Statutes section 337.10, subdivision 3 (Count V), and $79,207.69 in interest and attorney fees.[8] We therefore reject Range Cornice's mootness argument and turn to the merits of this issue.

"[A] plaintiff may not recover duplicative money damages." *Abraham v. County of Hennepin*, 639 N.W.2d 342, 347 (Minn. 2002). It is undisputed by the parties, and we agree, that the district court erred when it ordered in the June 24 judgment that Spectra pay

[8] Because no leave was sought to correct the June 24 judgment during the pendency of this appeal, even if the October 15 judgment did purport to amend or otherwise affect the June 24 judgment, it would be null and void. *See* Minn. R. Civ. App. P. 108.01, subd. 2 (providing that "the filing of a timely and proper appeal suspends the [district] court's authority to make any order that affects the order or judgment appealed from"); Minn. R. Civ. P. 60.01 (stating that district courts may correct clerical mistakes and errors in judgments and orders "arising from oversight or omission . . . at any time upon its own initiative or on the motion of any party and after such notice, if any, as the court orders[,]" but "[d]uring the pendency of an appeal, such mistakes may be so corrected *with leave of the appellate court*" (emphasis added)); *see also Evans v. Blesi*, 345 N.W.2d 775, 780, 781 (Minn. App. 1984) (explaining that "an order that is . . . entered after an appeal is taken[] is of no effect" and vacating such an order as "null and void"), *rev. denied* (Minn. June 12, 1984).

Range Cornice $93,539.20 for Count I in addition to the $101,028.20 the court ordered on Count V, as well as $79,207.69 for interest and attorney fees. More specifically, the $101,028.20 in damages ordered by the district court on Count V is inclusive of the same damages that the court ordered as to Count I—"the entire outstanding subcontract balance of $93,539.20."[9] We therefore conclude, as is uncontroverted by the parties, that the total damages award is limited to $180,235.89 (i.e., $101,028.20 for Count V, plus $79,207.69 for interest and attorney fees). Because the district court erred by awarding duplicative damages, we reverse in part and remand for the district court to correct the June 24 judgment so that it accurately reflects a total damages award to Range Cornice of $180,235.89.

In sum, we affirm in part because the district court did not err by declining to offset damages and by determining that respondent is entitled to relief under Minnesota Statutes section 337.10, subdivision 3. But because the district court erred by awarding duplicative damages to Range Cornice, we reverse in part and remand for the court to correct the June 24 judgment so that it accurately reflects $180,235.89 in total damages.

Affirmed in part, reversed in part, and remanded

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[9] As explained above, the outstanding subcontract balance of $93,539.20 is the difference between the $217,757 agreed upon by the parties in the October 6, 2021 subcontract and the amounts Spectra paid Range Cornice on December 5, 2022 ($50,000) and February 24, 2023 ($74,217.80). And the $101,028.20 in damages ordered by the district court on Count V is the sum of the outstanding subcontract balance of $93,539.20 and the uncontested amounts that Spectra owed Range Cornice for the curb and canopy work ($4,639 and $2,850, respectively).